FILED
Commonwealth of Virginia
State Corporation Commission
Bureau of Insurance
April 28, 2022
Commissioner of Insurance
BY:

Greenspring Village

Retirement Community

Disclosure Statement

The filing of a Disclosure Statement with the State Corporation Commission does not constitute approval, recommendation or endorsement by the Commission of Greenspring Village.

This Disclosure Statement is not a contract and the Provider reserves all rights to amend, revise, update, and otherwise change the Disclosure Statement at any time, in accordance with applicable laws.

April 2022

GREENSPRING VILLAGE
DISCLOSURE STATEMENT

1. Continuing Care Provider. The name of the Provider for Greenspring Village Retirement Community is Greenspring Village, Inc. (referred to as "Greenspring Village"). The provider is organized under the laws of the State of Maryland. The corporate address for the Provider is: 701 Maiden Choice Lane, Baltimore, Maryland 21228. The address of the community is 7410 Spring Village Drive, Springfield, Virginia 22150. Greenspring Village is the owner of the site. Residents will enter into the Residence and Care Agreement (Exhibit 1) with Greenspring Village which will provide services to residents and receive the entrance deposits and monthly fees. Greenspring Village has entered into a Management and Marketing Agreement with Erickson Senior Living, LLC (referred to as "Erickson Senior Living"), formerly known as Erickson Living Management, LLC, a limited liability company, to provide certain services for the retirement community.

A diagram of the community structure described in this section is attached as Exhibit 2 to this Disclosure Statement.

2. Officers, Directors, Trustees, Managing and General Partners, and Certain Persons who Hold Equity or Beneficial Interests. Greenspring Village, Inc. is a non-stock corporation. As such, the corporation has no stockholders. Prior to 2006, the sole member of Greenspring Village was Oak Crest Village, Inc., a 501(c)(3) nonprofit corporation. In 2006, the nonprofit board of Oak Crest Village created a new nonprofit supporting organization, National Senior Campuses, Inc. National Senior Communities, Inc., ("NSC"), formerly known as National Senior Campuses, Inc., a nonprofit corporation, is currently the sole member of Greenspring Village, Inc. and Oak Crest Village. The management company, Erickson Senior Living, is a limited liability company owned directly by the following entity acting as a member: Erickson Living Holdings, LLC (100% interest).

A list of and biographies for the directors and officers of Greenspring Village, Inc. and for the officers of Erickson Senior Living is attached to this Disclosure Statement in Exhibit 3. The business address for all of the directors and officers of Greenspring Village, Inc., Erickson Senior Living, LLC, and National Senior Communities, Inc. is 701 Maiden Choice Lane, Baltimore, Maryland 21228.

In order to strengthen communications with residents, the Board or its designees will conduct regular meetings with residents or the Residents Association board or council to review operations and answer questions from residents. At any such meeting, the residents or the resident's board may request an executive session to speak with the Board of Directors without the presence of the management company's representatives.

3. Business Experience of, Acquisition of Goods and Services from, and Criminal, Civil, or Regulatory Proceedings against Provider, its Officers, Directors, Trustees, Managing

and General Partners, Certain Persons who Hold Equity or Beneficial Interests, and the Management.

3.1 Business Experience in the Operation or Management of Similar Facilities. Greenspring Village is an entity formed for the purpose of operating this community. The former providers known as Senior Campus Services, LLC, Springfield Campus, LLC, and the Greenspring Village Trust initially received registration by the State Corporation Commission in March 1997 to operate this community but withdrew before the community opened. Greenspring Village has no history in similar facilities.

The Board of Directors of Greenspring Village has experience in similar communities because its members are also members of the Board of Directors for Ashby Ponds in Ashburn, Virginia, and for other retirement communities affiliated with National Senior Communities, Inc. National Senior Communities, Inc., the sole member of Greenspring Village, is a nonprofit supporting organization which supports other retirement communities.

The management company, Erickson Senior Living, has managed the community since May 2010. Erickson Senior Living's management team has experience in managing and developing retirement communities including the current network of communities that combine a maintenance-free active lifestyle with a host of amenities, social activities, and wellness and medical centers. Erickson Living currently manages Charlestown Retirement Community in Catonsville, Maryland, Oak Crest Village in Parkville, Maryland, Greenspring Village in Springfield, Virginia, Seabrook Village in Tinton Falls, New Jersey, Riderwood Village in Silver Spring, Maryland, Brooksby Village in Peabody, Massachusetts, Cedar Crest Village in Pompton Plains, New Jersey, Fox Run Village in Novi, Michigan, Ann's Choice in Warminster, Pennsylvania, Linden Ponds in Hingham, Massachusetts, Eagle's Trace in Houston, Texas, Maris Grove in Concordville, Pennsylvania, Highland Springs in Dallas, Texas, Wind Crest in Denver, Colorado, Tallgrass Creek in Overland Park, Kansas, Ashby Ponds in Ashburn, Virginia, Lantern Hill in New Providence, New Jersey, Devonshire in West Palm Beach, Florida, Windsor Run in Matthews, North Carolina, Siena Lakes in Naples, Florida and Avery Point in Short Pump, Virginia. Executive biographies for the directors of Greenspring Village, Inc. and the officers of Erickson Living are included in Exhibit 3.

3.2 Acquisition of Goods and Services From. Except as discussed herein, the Provider does not have any interest in any other professional service firm, association, foundation, trust, partnership, or corporation or any business or legal entity which presently intends or may provide goods, or services to the Provider at a value of $500 or more within any year. NSC, the sole member of the Provider, is the Trustee of the National CCRC Business Trust I and the National CCRC Statutory Tier IV Trust which were each formed as pooled investment fund for investments of excess cash for communities supported by NSC. Greenspring Village is currently a shareholder and has certain investments in both Trusts which are reflected in the audited statements. Vanguard Group is the fund manager for both Trusts. The Custodian of the Trust is PNC Bank, N.A. As indicated in Section 1 of this Disclosure Statement, Greenspring has entered into a Management Agreement with Erickson Senior Living. Greenspring pays a base management fee to Erickson

Senior Living calculated at a maximum of 5.25% of occupancy fees for independent living units and a maximum of 4.5% of occupancy fees for healthcare units. These primary terms of these agreements were negotiated during the auction of the former management company and determined to be favorable compared with other bids.

3.3 Criminal, Civil, or Regulatory Proceedings Against. The Provider, its officers, members, directors, trustees, managing and general partners and persons holding equity or beneficial interests: a) have not been convicted of a felony or pleaded nolo contendere to a criminal charge and have not been held liable or enjoined in a civil action by final judgment if the crime or civil charge involved fraud, embezzlement, fraudulent conversion, misappropriation of property or moral turpitude; b) are not subject to an injunctive or restrictive order of a court, or within the past five years have not had a state or federal license or permit suspended or revoked as a result of an action brought by a governmental agency or department, arising out of or relating to business activity or healthcare, including without limitation, actions affecting a license to operate a foster care facility, nursing home, retirement home, home for the aged or facility registered under this chapter or similar laws in another state; and c) are not currently the subject of any state or federal prosecution, or administrative investigation involving allegations of fraud, embezzlement, fraudulent conversion, or misappropriation of property.

4. Ownership of Real Property. The property on which Greenspring Village is located is owned by Greenspring Village, Inc. A mortgage in favor of M&T Bank, N.A., the bond Trustee, has also been placed on the property.

5. Location and Description of Real Property. The site of Greenspring Village is located on approximately 58 acres in Springfield, Virginia on the north side of the Springfield-Franconia Parkway near the intersection of Bonnie Mill Lane and on the east side of the Accotink Creek. Construction of the community began as of the fall of 1997 and is completed as of December 2004.

Erickson Senior Living communities are designed to emulate a college campus atmosphere for senior citizens. Greenspring Village is comprised of small clusters of buildings of various sizes and shapes. The sloped roofs, varying building heights, and architecture establish the "campus" feeling. All of the buildings are joined with air-conditioned and heated bridges and walkways. As of 2014, the Community is a tobacco-free campus and residents and their guests must abide by the Community's rules restricting smoking and use of tobacco products.

The independent living component of the community currently includes approximately 1,369 Independent Living apartments divided between 3 neighborhoods. Each neighborhood includes a community center which contains a dining area, classrooms, library, activity spaces, and other common areas. Certain community centers include beauty salons, banks, convenience or gift stores, on-site therapy space, and a pool for the whole community. The community includes an on-site medical center with services by both primary care practitioners and sub-specialists.

The Community also features Continuing Care at Greenspring, the healthcare neighborhood, which will include approximately 153 Assisted Living Units, which includes 39 Memory Care Units, with levels of care for residents who need additional assistance with the activities of daily living or dementia care, and 56 private Nursing Units for residents who need comprehensive or skilled nursing care. The Continuing Care facility also includes dining rooms, resident lounges and activity areas and features space for on-site therapy and a beauty salon. As of the end of 2004, construction of the Community has been completed.

6. Affiliation with Religious, Charitable, or other Nonprofit Organization, Tax Status of Provider.

6.1 Affiliation with Religious, Charitable, or other Nonprofit Organization. Greenspring Village, Inc. is a nonprofit corporation which is exempt from taxation as a 501(c)(3) organization. The sole member of Greenspring Village is National Senior Communities, Inc., a non-profit organization. National Senior Communities, Inc. is not responsible for the financial or contractual obligations of Greenspring Village.

6.2 Tax Status of Provider. Greenspring Village, Inc. is a not-for-profit corporation and is exempt from taxation as a 501(c)(3) organization.

7. Services provided under Continuing Care Contracts. The Residence and Care Agreement, attached as Exhibit 1 to this Disclosure Statement, provides full detail on the services included as part of the continuing care contract between Greenspring Village and the resident. The following sections are brief descriptions of the services included in the monthly fee for each level of care in the community and a brief description of the ancillary services which would be available for an additional fee.

7.1 Included Services for Monthly Fee.

7.1.1 Independent Living. In addition to use of the designated apartment, residents in Independent Living receive the following services: Monthly Meal Plan; 24 hour security system with security officer(s) and emergency alert system; all utilities which includes these cable/ telephone/ data services: (i) basic Cable television service (premium channels additional charge); (ii) local, Long Distance and International landline phone service; and (iii) wireless internet service; on-site Fitness Center basic membership; pre-wiring for telephone; maintenance of the buildings, grounds and equipment; insurance on the buildings, grounds and equipment; insurance of the Independent Living Unit and all items in the unit, except items owned by the resident; campus shuttle transportation and scheduled local transportation; sewage, trash and snow removal; use of all public rooms and common areas of the facility. (See Section 4.1 of Residence and Care Agreement (Exhibit 1)).

7.1.2 Assisted Living. In addition to use of the designated apartment, residents in Assisted Living receive the following services: three meals a day; supervision, verbal cuing, and physical assistance, as appropriate depending on the level of care, with the activities of daily living; medicine administration; light housekeeping; care depending on the level of care; planned activities; social worker services, 24 hour security system with security officer(s) and emergency alert system; All utilities which includes these cable/ telephone/ data services: (i) basic Satellite television service (premium channels additional charge); (ii) local, Long Distance and International landline phone service; and (iii) wireless internet service; maintenance of the buildings, grounds and equipment; campus shuttle transportation and scheduled local transportation (if medically appropriate); insurance on the buildings, grounds and equipment; insurance of the Assisted Living Unit and all items in the unit, except items owned by the resident; sewage, trash and snow removal; use of all public rooms and common areas of the facility. (See Section 4.2 of the Residence and Care Agreement (Exhibit 1)).

7.1.3 Nursing Care. In addition to use of the designated Nursing room, residents in Nursing Care receive the following services: three meals a day; tray service, nursing care, medicine administration; individual care plans; housekeeping care; laundry services for linens and towels owned by the Provider; planned activities; social worker services, 24 hour security system with security officer(s) and emergency alert system; All utilities which includes these cable/ telephone/ data services: (i) basic Satellite television service (premium channels additional charge); (ii) local, Long Distance and International landline phone service; and (iii) wireless internet service; maintenance of the buildings, grounds and equipment; insurance on the buildings, grounds and equipment; insurance of the Nursing Room and all items in the unit, except items owned by the resident; sewage, trash and snow removal; and use of all public rooms and common areas of the facility. (See Section 4.3 of the Residence and Care Agreement (Exhibit 1)).

7.2 Ancillary Services. Greenspring Village makes the following services available to Residents for an additional fee: tray service to residents in Independent Living or Assisted Living; housekeeping and laundry service for residents in Independent Living or Assisted Living; on-site Fitness Center premium services or classes; extra meals for residents in an Independent Living Unit; guest meals; lodging in guest rooms on a temporary and space available basis; personal storage space; reserved parking space; home health services in an Independent Living Unit and home health services in an Assisted Living Room for one-on-one care by a nursing aide. (See Section 5.1 of the Residence and Care Agreement (Exhibit 1)).

Greenspring Village also contracts with outside providers to provide the following services at the community: medical services provided through the on-site Medical Center; laboratory services; medical supplies; prescription drugs; and physical, speech and occupational therapy. These services will be provided at an additional fee and will be billed separately by the outside provider. (See Section 5.2 of the Residence and Care Agreement (Exhibit1)).

7.3 Services Not Available at Facility. Except for those listed healthcare services included in the monthly fee for residents in Assisted Living or in Nursing Care or the ancillary services listed in Section 7.2, Greenspring Village does not provide advanced medical care such as hospital care or psychiatric care. Greenspring Village is not responsible for making funeral arrangements for residents or for other personal debts of residents.

8. Fees Required of Residents. The following fees are required for prospective residents or residents of Greenspring Village.

8.1 Processing Fee. Prospective residents will pay a one-time processing fee to Greenspring Village. This fee is used to offset the costs of performing financial and health screenings and other paperwork requirements for the prospective resident. Upon submitting an application for residency in Greenspring Village, each prospective resident must pay a processing fee of $150.00. Processing fees collected from applicants will not be escrowed by Greenspring Village.

The processing fee is refundable only if: 1) the resident rescinds the Residence and Care Agreement (Exhibit 1) within seven days of making an initial deposit or executing the Agreement; or 2) the resident dies before occupying the unit or is precluded from occupying the unit through illness, injury, or incapacity.

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

8.3 Entrance Deposit. Prospective residents will pay a one-time Entrance Deposit to Greenspring Village. The Entrance Deposits are used by Greenspring Village for refunds, the bond financing for the purchase of the real property, and for improvements to the Community pursuant to the Purchase Option (see Section 9) but may be used for any mission related purpose. The Entrance Deposit to be paid by residents depends upon the size, features, and level of care provided in the living unit selected. A list of the current Entrance Deposits for the basic unit types is attached to this Disclosure Statement as Exhibit 4. Prospective residents will typically pay the Entrance Deposit in a series of deposits as follows: i) A $1000.00 Priority Deposit will be due when the prospective resident first submits an application for an actual living unit or to join the waiting list for a living unit at Greenspring Village; ii) A Signing Deposit of up to 10% of the total Entrance Deposit is due when resident reserves living unit and signs the Residence and Care Agreement (Exhibit 1); and iii) a Final Deposit, which is the remainder of the Entrance Deposit after the prior deposits are paid, is due when the resident takes possession of the living unit.

Prior to occupancy, all Entrance Deposits, in excess of the $1000 Priority Deposit, paid by a resident to Greenspring Village will be placed in an escrow account with a bank or other escrow agent. The funds remain the property of the prospective resident until released as described herein. Any interest earned on funds in the escrow account will be for the benefit of Greenspring Village. The funds shall not be subject to any liens, judgments, garnishments, or creditor's claims against the provider or the Community. On the date that the resident either occupies the unit or the unit is available for immediate occupancy by the resident, the escrow agent may release the Entrance Deposit for that unit from the escrow account to Greenspring Village.

Deposits in escrow and the $1000 Priority Deposit will be returned to the prospective resident in the following circumstances: i) the funds have not been released within 3 years after placement in escrow or within 3 years after construction has started or within such longer period as determined appropriate by the State Corporation Commission in writing; ii) if the prospective resident dies before occupying a unit; iii) if the construction of the community, not yet operating, is stopped indefinitely before the facility is completed; or iv) upon rescission of the Residence and Care Agreement (Exhibit 1) pursuant to the terms of the Agreement.

Prior to occupancy, the Entrance Deposit and any portions thereof are refundable as described in the preceding paragraphs. After occupancy, the Entrance Deposit is 90% refundable as provided in Sections 7.5 and 7.6 of the Residence and Care Agreement (Exhibit 1).

The Entrance Deposit paid by a resident will normally not increase or decrease during residency unless the resident moves to a living unit with a higher Entrance Deposit than the unit previously occupied by the resident. If the resident requests a permanent transfer from one Living Unit to another Living Unit with a higher Entrance Deposit and Greenspring Village approves the transfer, the resident will pay an additional deposit for the new Living Unit. The amount of the additional deposit will vary, depending on market conditions for the resident's current Living Unit and for the desired new Living Unit at the time of the transfer. Greenspring Village will advise the resident of the additional deposit prior to the transfer and the resident may then decide whether or not to proceed with the transfer. Ten percent (10%) of the additional deposit paid will be added to the Community Fee and will be non-refundable. See Section 7.3 of the Residence and Care Agreement for discussion of any additional deposit in the event that a resident marries after coming to the community and Section 7.3.3 for discussion of a partial refund in certain circumstances.

8.4 Monthly Fees. Residents pay a monthly fee during the term of their residency. Monthly fees are normally used by Greenspring Village to cover operating expenses of the community but may be used for any mission related purpose. The amount of the monthly fee depends upon the size, features, and level of care provided within the living unit selected. If two or more joint residents occupy a unit together, the joint residents will pay only one (1) monthly fee and one (1) double occupancy fee for each additional joint resident. Joint residents who occupy separate units must each pay the full monthly fee for their respective units. Joint residents include residents who move to the community together as well as residents who marry after moving to the community. If a resident transfers to a different unit within the community, the resident will pay the monthly fees as described in Sections 8.4 and 8.5 of the Residence and Care Agreement (Exhibit 4). If a resident leaves the community, the resident will pay the monthly fees as described in Section 8.6 of the Residence and Care Agreement.

A schedule of the current monthly fees and double occupancy fees is attached to this Disclosure Statement as Exhibit 4. The monthly fee is due in advance for the month by the

5th day of the month. Each resident will receive a monthly statement from Greenspring Village showing the monthly fee charges and charges for any ancillary services. The monthly fees may be adjusted by Greenspring Village upon 30 days written notice to the residents. A schedule of the changes in periodic charges is included in Exhibit 5.

Monthly fees are not escrowed by Greenspring Village. In general, the monthly fees are not refundable. However, if the resident transfers from the living unit to another unit or leaves the community during a month, the resident will receive a non-occupancy credit towards the monthly fee for the days in which the living unit was not occupied.

8.5 Ancillary Fees. The resident may be charged fees by Greenspring Village for ancillary services (see Section 7.2 of this Disclosure Statement). Ancillary fees are normally used by Greenspring Village to offset the cost of performing the ancillary services but may be used for any mission related purpose. The amount of the ancillary fee depends upon the additional services selected. A schedule of the current ancillary services and fees is attached to this Disclosure Statement in Exhibit 4. Payment for ancillary services is generally due in arrears the month after services are rendered.

Ancillary fees are not escrowed by Greenspring Village. Fees for ancillary services which are actually rendered are not refundable. The ancillary fees may be adjusted by Greenspring Village upon 30 days written notice to the residents.

8.6 Fee for Extraordinary Damage to Unit. Each time that a resident permanently vacates an Independent Living Unit or Assisted Living or memory care Unit (if available), irrespective of the length of time of occupancy, Greenspring Village will perform work to clean, refurbish, and restore that Living Unit. This work will generally include, but is not limited to, cleaning or replacement of carpeting and flooring, spackling and/or painting of walls, removing any customized improvements, replacement of fixtures, or any other appropriate repairs repairing any extraordinary damage, in the sole discretion of Greenspring Village, to bring the Living Unit back to a like-new condition. The reasonable costs and expenses of this work (the "Refurbishing Charges") are charged to and paid by the resident but in some situations, Greenspring Village will cover some or all of the Refurbishing Charges for the Living Unit. Please refer to Section 9.4 of the Residence and Care Agreement (Exhibit 1) for the explanation of when the resident is responsible for Refurbishing Charges and what portions are covered by Greenspring Village. For residents with an older version of the Care Agreement, the resident is responsible for all costs of refurbishing the Living Unit. The amount of the refurbishing fee will vary depending on the type of extraordinary damage incurred. Refurbishing Fees are not escrowed and are not refunded by Greenspring Village and may be adjusted by Greenspring Village upon written notice to the residents.

8.7 Miscellaneous Costs. According to the Residence and Care Agreement (Exhibit 1), residents are also responsible for procuring and maintaining Medicare insurance, Parts A and B and for Medigap insurance. Residents are also responsible for their own funeral arrangements. Greenspring Village does not assist with such arrangements. Residents must also purchase renter's insurance to cover their personal property within their designated living unit.

9. Reserve Funding. Greenspring Village normally uses monthly fees received from residents to cover operating expenses. Greenspring Village has also established a benevolent care fund which assists residents who have exhausted their financial resources. Greenspring has also established certain board-designated funds as described in the financial statements attached as Exhibit 6.

Certain reserve funds have also been established as part of the community's bond financing for purchase of the property. In December 2004, Greenspring Village completed the purchase option by purchasing all of the member interests in the former landowner, Springfield Campus, LLC for a purchase price of: i) forgiveness of the outstanding community loan of deposits from Greenspring to Springfield Campus by acquisition of Springfield Campus; ii) the $55,000,000 Purchase Deposit remitted at the execution of the Purchase Option Agreement; and iii) a deferred amount not to exceed $14,000,000. The working capital loan between the parties was also increased to $10,000,000 to satisfy the reserve requirements for the bond indenture. As of November 2006, Greenspring Village is the title landowner of the community and Springfield Campus, LLC has been dissolved.

Residents do not earn interest on the entrance deposit although they have the right to a full refund when vacated units are re-subscribed for and settled and outstanding charges are paid. These deposits therefore are the layer of permanent long-term financing for the community.

10. Certified Financial Statements. The most recent audited statements for Greenspring Village are included in Exhibit 6 of this Disclosure Statement.

11. Pro Forma Income Statements. A pro forma income statement for Greenspring Village is attached to this Disclosure Statement as Exhibit 7. A summary of financial condition is included in Exhibit 8.

In addition, Exhibit 7 includes a description of a proposed new 2020 financing for Greenspring Village as a participant in an obligated group financing with several other retirement communities under common control. Please refer to the Exhibit for details.

12. Admission of New- Residents. In order to become a resident, an applicant must be 62 years of age or older. From a financial standpoint, Greenspring Village generally requires that a prospective resident have a net asset value sufficient to pay 35 months of a blended rate based on projected fees in the continuing care units and a monthly income of 1.4 times the Monthly Service Package for the resident's living unit. Greenspring Village will also conduct a pre-residency meeting with the prospective resident. Pre-Residency meetings are meant to assist Greenspring Village in determining the appropriate care and services for the prospective resident, whether independent living, assisted living, or nursing care. If Greenspring Village does not have an appropriate level of care for the individual, it will so inform the applicant and will refund any portions of the Entrance Deposit paid.

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

14. ***Procedure for Residents to File a Complaint or Disclose a Concern***. In general, a resident should first present his or her complaint to the Director of the department which is concerned in the complaint. If the resident is not satisfied with the handling of a complaint or concern by a department Director, the resident may then discuss the concern with the Executive Director for the community. In most cases, the decision of the Executive Director shall be final. Residents may also air concerns with the Residents Council which will be formed by the residents. Residents who need information about community or area services may discuss their questions with any of the Resident Service Coordinators or the Director of Resident Life for the community.

15. ***Other Material Information.*** Greenspring is an equal housing opportunity provider and intended to be housing for older persons.

TABLE OF EXHIBITS

EXHIBIT 1
RESIDENCE AND CARE AGREEMENT

Summary:
Exhibit One, the Residence and Care Agreement, is the most pertinent document in this Disclosure Statement for the prospective resident. The Residence and Care Agreement details the services the resident will receive, the facilities the resident will use, the rights and responsibilities the resident will accept, and the costs associated with living at the Community. Greenspring Village has detailed its policies on a full range of issues, including common every day issues such as meal policies, health care, and the procedure for the return of the resident's 90% refundable entrance deposit. In addition to the Residence and Care Agreement, there are various sample forms such as refund forms, note, etc. These are samples only and every form does not necessarily apply to every resident.

GREENSPRING VILLAGE
RESIDENCE AND CARE AGREEMENT

December 2021

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

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GREENSPRING VILLAGE
RESIDENCE AND CARE AGREEMENT

This Residence and Care Agreement (the "Agreement") is made and entered into the ____ day of __________________, _______ by and between GREENSPRING VILLAGE, INC. (referred to in this Agreement as "We", "us" or "Greenspring") and ______________________________ (referred to in this Agreement as "You" or the "Resident(s)").

RECITALS

R.1 Greenspring (the "Community") is a continuing care retirement community located in Springfield, Virginia developed in phases to offer various living accommodations and services to seniors, as described herein.

R.2 Greenspring is the operator of the Community and is a registered continuing care provider under the laws of the Commonwealth of Virginia. Greenspring desires to provide certain services listed in this Agreement to Resident and Resident desires to receive such services.

AGREEMENT

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

Section 1. DESCRIPTION OF COMMUNITY

The Community consists of Independent Living Units, Assisted Living Units and Nursing Units. As of 2014, the Community is a smoke-free campus and you hereby agree to abide by our rules restricting smoking (please see Section 13.7)

1.1 Independent Living Units. The Community currently has approximately 1376 independent living units within 3 residential neighborhoods with community buildings. The community buildings include a dining room, classrooms, cardrooms, lounges, and other common areas. The Community includes banks, beauty salons, convenience stores, guest rooms, an auditorium, a conference center, a full-service outpatient Medical Center, and a pool. Each residential neighborhood includes at least one unique facility, such as the Medical Center, the swimming pool, health club, or the like.

1.2 Continuing Care at Greenspring. The Continuing Care facility is the Community's on-site health care neighborhood and houses both the Assisted Living Units and the Nursing Units. Each floor of the facility includes a dining room, a resident lounge, activity rooms and a bathing core.

1.2.1 Assisted Living Units. Continuing Care at Greenspring currently includes approximately 102 Assisted Living Units. We anticipate that the aggregate number of Assisted Living Units planned for the Community will adequately serve the needs of Community residents. However, in the unusual circumstances that the Assisted Living Units are fully occupied, our Medical Director, or his or her designee, first will arrange for Ancillary Services to be offered in your Independent Living Unit and second, if necessary, will assist in arranging for a transfer to an Off-Site Facility in the immediate area. See Section 8.4 for fees payable by you in the event of such a transfer

1.2.2 Nursing Units. Continuing Care at Greenspring currently includes approximately 180 Nursing Units. We anticipate that the aggregate number of Nursing Units will adequately serve the needs of Community residents. However, in the unusual circumstance that the Nursing Units are fully occupied, our Medical Director, or his or her designee, will assist in arranging for a transfer to an Off-Site Facility in the immediate area. See Section 8.4 for fees payable by you in the event of such a transfer.

Section 2. TERM

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

Section 3. LIVING ACCOMMODATIONS

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

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

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

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

3.5 Customized Improvements. You may decorate the Living Unit to your personal taste with pictures, window treatments, and the like, so long as such decorations are not permanent fixtures to the Unit or can be easily removed without damaging the structural integrity of the Living Unit. All other customized improvements to any Independent Living Unit or Assisted Living Unit that you want to undertake either before or after the Occupancy Date must be approved in writing by the Executive Director. If you contract with an outside contractor, the selection of your contractor and the proposed plans or work must be approved by the Executive Director. If you contract with us to do the work, we will sign a contract to agree upon the extent of work and the charges related to the work to be done. For charges related to the removal of any improvements, please see Section 9.4. We cannot permit structural changes or customized improvements to a Nursing Unit.

Section 4. SERVICES TO RESIDENTS

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

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

Monthly Meal Plan (see Section 15);
24 hour security system with security officer(s) and emergency alert system;
All utilities including these cable/ telephone/ data services:
  - Basic Satellite television service (premium channels additional charge);
  - Local, Long Distance and International landline phone service;
  - Wireless internet service;

On-campus shuttle transportation;
Scheduled off-campus transportation to local shopping and metro, as determined by us;
Maintenance and insurance of buildings, grounds and equipment;
Insurance for the Independent Living Unit and all items in such unit, except items owned by Resident;
Sewage, trash and general common area snow removal from common areas; and
Use of all public rooms and common areas of the Community.

4.2 Assisted Living Services. We provide several packages for Assisted Living residents to serve different care needs. Covered Services included in the Assisted Living

Monthly Fee are listed below. The services listed below are included in most care package but some services may not be available for certain care packages. Further details on the services available at each level of Assisted Living and additional rights and obligations in Assisted Living are set forth in the Assisted Living Addendum to the Residence and Care Agreement:

Provision of supervision, verbal cuing and physical assistance, as appropriate for the Resident's designated level of care, in the performance of activities of daily living ("ADLs");
Assistance w/ or administration of medications (not included in some packages);
Individualized plan of care;
At least three meals per day;
Regularly scheduled Registered Nurse review and assessment;
Laundry service (not included in Level A);
Light housekeeping care, including emptying trash, light dusting, bathroom and floor cleaning as needed (not included in Level A);
Medical appointment scheduling, as needed;
Social/recreational activities;
Emergency communications system;
24 hour security system with security officer(s) and emergency alert system;
All utilities including these cable/ telephone/ data services:
  Basic Satellite television service (premium channels additional charge);
  Local, Long Distance and International landline phone service;
  Wireless internet service;
Scheduled off-campus transportation to local shopping and metro, as determined by us (if medically appropriate);
Maintenance and insurance of buildings, grounds and equipment;
Sewage, trash and general snow removal from common areas; and
Use of all public rooms and common areas of the Community.

4.3 Nursing Services. Covered Services included in the Nursing Fee are as listed below. Further details on the services and additional rights and obligations in the Nursing Unit will be set forth in the Nursing Contract Addendum to the Residence and Care Agreement.

Nursing care;
At least three meals a day;
Tray service;
Individual care plans;
Planned activities;
Social work services;
Laundry services for linens and towels owned by Greenspring (Personal linen and laundry will be charged as an Ancillary charge);
Housekeeping;
24 hour security system with security officer(s) and emergency alert system;
All utilities including these cable/ telephone/ data services:
  Basic Satellite television service (premium channels additional charge);
  Local, Long Distance and International landline phone service;

Wireless internet service;
Campus shuttle transportation;
Maintenance and insurance of buildings, grounds and equipment;
Sewage, trash and general snow removal from common areas; and
Use of all public rooms and common areas of the Community.

Section 5. ANCILLARY SERVICES

5.1 Services Available through Greenspring. In addition to the Covered Services described earlier in Sections 4.1, 4.2, and 4.3, we also make the following services available to you for an additional fee. These Ancillary Services will be phased in as the Community is developed. Other services that are not currently listed may also be available.

Tray service to Residents in Independent Living or Assisted Living;
Housekeeping and laundry service for residents in Independent Living or Assisted Living;
Extra meals for Residents in an Independent Living Unit unless covered by Monthly Meal Plan as defined);
Guest meals unless covered by Monthly Meal Plan as defined);
On-site Fitness Center premium services or classes;
Lodging in guest rooms on a temporary and space available basis;
Personal storage space;
Reserved parking space;
Home health services in an Independent Living Unit;
Home health services in an Assisted Living Room for one-on-one care by nursing aide assigned to Resident; and
Therapy/ rehab services

5.2 Services Available through Outside Providers. We contract with outside providers to provide the following services to you at the Community: medical services through the on-site Medical Center; laboratory services; medical services through the on-site Medical Center; laboratory services; medical supplies; prescription drugs. Such services may be covered by Medicare or by Resident's other medical insurance. We do not charge you any additional fee for access to these outside providers. These services will be provided at an additional fee and will be billed separately by the outside provider.

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

Section 6. <u>OTHER RESIDENT RIGHTS</u>

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

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

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

Section 7. <u>ENTRANCE DEPOSIT</u>

7.1 Payment of Entrance Deposit. You will pay or have paid to us a total Entrance Deposit as shown in Schedule I. The payment of the Entrance Deposit may be made in a series of deposits on or before taking occupancy of your Living Unit at the Community. In the case of Joint Residents, the Entrance Deposit shall be deemed to be a joint asset of the Joint Residents with a right of survivorship and may be used for the care of either Joint Resident. We do not require an additional Joint Resident Entrance Deposit if Joint Residents occupy the same Living Unit. Ten percent (10%) of your Entrance Deposit is designated as the non-refundable Community Fee.

7.2 Escrow and Release from Escrow. The deposits made by you towards the total Entrance Deposit, in excess of the $1000 Priority Deposit, will be held in escrow in a bank authorized to do business in Virginia, acting as an escrow agent, until you either occupy the Living Unit or the Living Unit is available for your immediate occupancy. Entrance Deposits shall be released when you occupy the selected Living Unit or when such Living Unit is ready for you occupancy, whichever first occurs, and when your right of rescission as described in Section 12.1 of this Agreement has expired.

When the Entrance Deposit is released in full, we can fully use the Entrance Deposit including the Community Fee. We normally use the Entrance Deposits for financing, operational costs, or future refunds for the Community. Appreciation in new Entrance Deposits is normally used by us generally for capital repairs, improvements to benefit the Community, and for any reserve funds, but we may use the Entrance Deposits for any other mission related purpose. However, you will retain the right to the 90% Refund Amount as discussed in this Section 7. In the case of Joint Residents, the Entrance Deposit shall be deemed to be a joint asset of the joint

Residents with the right of survivorship and may be used for the care of either joint Resident. No interest shall be paid to Resident on a Resident's Entrance Deposit.

Prior to occupancy, deposits in escrow will be returned to a prospective resident only in the following circumstances: i) the funds have not been released within 3 years after placement in escrow or within 3 years after construction has started, whichever is later or within such longer period as determined appropriate by the State Corporation Commission in writing; ii) if the prospective resident dies before occupying a unit; iii) if the construction of the facility, not yet operating, is stopped indefinitely before the Community is completed; or iv) upon rescission of the Residence and Care Agreement pursuant to the terms of this Agreement.

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

7.3.1 If you request a permanent transfer from one Living Unit to another Living Unit with a higher Entrance Deposit and we approve the transfer, you must pay to us an additional deposit for the new Living Unit to which you are transferring. The amount of the additional deposit will vary, depending on market conditions for your current Living Unit and for the desired new Living Unit at the time of the transfer. We will advise you of the additional deposit prior to the transfer and you may then decide whether or not to proceed with the transfer. Ten percent (10%) of the additional deposit paid will be added to the Community Fee and will be non-refundable.

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

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

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

7.5 Refund after Occupancy. After occupancy of the Living Unit and subject to the terms and conditions of this Agreement, we shall pay the 90% Refund Amount as provided in this Section 7.5 and Section 7.6. Your refund will be equal to ninety percent (90%) of the total Entrance Deposit unless: (i) the Entrance Deposit, minus the Community Fee, has been partially or fully spent down for your care and maintenance per Section 10 of this Agreement, or (ii) you or your representative, as the case may be, elect to deduct any outstanding fees and charges from the 90% Refund Amount for your convenience.

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

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

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

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

7.6.1 We have established a Refund Account for paying the 90% Refund Amount per the terms of this Agreement. The Refund Account is funded by the receipt of all or a portion of new Entrance Deposits from new residents who subscribe participating Independent Living Units. Please see the definition of "Refund Account" in Section 15 for explanation on funding the Refund Account and participating Independent Living Units. When the Agreement terminates during your lifetime for any reason or if the Agreement terminates due to your death, you or your representative must promptly vacate and remove all possessions from the Living Unit, turn in the keys, sign a Unit Release for the Living Unit, and pre-approve the final bill. If you occupied any other Living Units at the Community, all previous units also must be vacated and released. When the foregoing steps are completed, we then assign you a Refund Number for the Refund Account.

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

Section 8. MONTHLY SERVICE PACKAGES

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

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

8.3 Adjustments to the Monthly Service Package. The Monthly Service Package may be revised from time to time. We normally use the Monthly Service Package to cover the expenses of providing covered services to Residents but we may use the Monthly Service Package for any other mission related purpose. We generally adjust fees on an annual basis after having evaluated those factors that we perceive to be relevant to the costs associated with operating the Community and other financial requirements. Normally such changes will be made to become effective on January 1 of the next following calendar year. However, except for changes required by State or Federal assistance programs, we reserve the right, at any time, upon thirty (30) days' notice to you, to adjust the independent living Monthly Service Packages and upon sixty (60) days' notice to adjust the Monthly Service Package or daily rates in Continuing Care to reflect any additional cost or liability for which there is no adequate, budgeted reserve, including, but not limited to, tax liability for real estate taxes relating to the Community, increased operating expenses and inflation.

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

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

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

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

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

Section 9. OTHER FEES, PERIODIC CHARGES, AND COSTS

9.1 Processing Fee. You shall pay or have paid us a Processing Fee, as indicated in Schedule I, in connection with your application for residence at the Community. Such Processing Fee is refundable only if (1) you rescind the Residence and Care Agreement within seven (7) days of making an initial deposit toward the Entrance Deposit or executing the Agreement, or (2) you pass away before occupying the Living Unit or are precluded from occupying the Living Unit because of illness, injury or incapacity.

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

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

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

> **9.4.1** If you first entered the Community in an Independent Living Unit and you then permanently transfer from that Independent Living Unit to an Assisted Living Unit, memory care unit, or a Nursing Unit, we will cover any portion of the Refurbishing Charges for work that is due to ordinary wear and tear. You will only be responsible to pay the portion of the Refurbishing Charges for work needed to repair any extraordinary damage to the Living Unit. By way of example, such extraordinary damage may include, but is not limited to, material damage to the walls, structures, or fixtures, material damage

caused by pets, or material odors, stains, or damage due to smoking in the Living Unit. You must also pay the reasonable costs and expenses of removing any customized improvements that you made to the Living Unit unless we specifically agree in writing to accept those improvements for re-subscription to a new resident.

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

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

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

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

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

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

Section 10. **FINANCIAL INABILITY TO PAY**

It is our policy not to terminate a resident's occupancy for the resident's financial inability to pay provided that the resident is otherwise in compliance with the terms of such resident's Residence and Care Agreement. To the extent that it is financially feasible, we will assist residents who are unable to pay full Monthly Service Packages by providing financial assistance as described in this Section 10.

To insure that our charitable intentions are equitably allocated for the benefit of as many residents as possible, we require that, in the event that you claim to be unable to make full monthly payment by reason of financial inability, you must take any or all of the following actions, as directed by the Executive Director. We have the right, but not the obligation, to initiate financial assistance if we independently determine that you need financial assistance.

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

10.2 If you have outside assets other than the Entrance Deposit, the Executive Director will establish a Spending Plan for you to spend the outside assets and to obtain assistance from other available means. If you can qualify, you will take the necessary steps to obtain county, state, and federal aid or assistance including Medicare, public assistance and any other public benefit program. You agree to execute any and all documents necessary to make and perfect such claims or rights. If you fail to cooperate with the Spending Plan for the outside assets, such failure may constitute good cause for termination of the Agreement due to non-payment of fees in accordance with Section 12.3 of this Agreement.

10.3 After you complete the Spending Plan or if you have no available assets other than the Entrance Deposit, we will spend-down an amount up to the Entrance Deposit but minus the Community Fee. After depletion of outside assets, the Entrance Deposit (less the Community Fee) is considered available to you for your maintenance and support. You may access these amounts, without moving from the Community, to pay any and all fees at the Community including any Monthly Service Packages or to pay another provider for support and maintenance if your income and other resources are insufficient to pay for support and maintenance. The Executive Director will notify you when spend-down is available and will give the effective date. You will receive periodic statements reflecting the remaining balance of the Entrance Deposit (less the Community Fee).

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

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

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

10.7 When Resident is notified by the Executive Director before the projected depletion of Resident's Entrance Deposit, Resident agrees to immediately apply for Medical Assistance if applicable. Resident agrees to execute any and all documents necessary to make and perfect such claims or rights.

Section 11. <u>TRANSFERS</u>

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

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

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

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

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

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

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

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

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

Section 12. TERMINATION

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

12.1.1 You may rescind this Agreement within seven (7) days of making an initial deposit or executing the Agreement. You are not required to move into the Living Unit until the expiration of this seven (7) day period. However, should you elect to occupy the Living Unit prior to the expiration of the seven (7) day rescission period, such occupancy shall not be considered a waiver of the rescission period;

12.1.2 You die before occupying the living unit or are precluded from occupying the Living Unit as a result of illness, injury or incapacity; or

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

If the Agreement is terminated as provided in this Section 12.1, you shall receive a refund of the Entrance Deposit, as described in Section 7.4 and a refund of the processing fee as described in Section 9.1. You will not receive a refund of the costs of any custom improvements or other expenses specifically incurred at your request as set forth in a separate written addendum, signed by both parties.

12.2 Termination by Resident. After the Occupancy Date and after the expiration of the rescission period described in Section 12.1, you may terminate this Agreement at any time and for any reason by giving thirty (30) days' notice to us of your intention to terminate.

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

Except for termination due to non-payment of fees, we will give you thirty (30) days written notice of the termination and the reason for termination. In the event of non-payment of fees, we will give you written notice that you are in default under this Agreement for non-payment of fees. We may charge you interest on the overdue amount of one and one-half percent

(1 ½%) per month. If you fail to make full payment of all outstanding fees and charges within thirty (30) days of receipt of the notice, we may, at our election, either terminate the Agreement upon an additional thirty (30) days' notice or may require a spend-down of the Entrance Deposit (less the Community Fee), in accordance with our spend-down procedures as generally set forth in Section 10 of this Agreement, to offset the overdue fees and charges. Our acceptance of partial payment of the fees does not constitute a waiver of the outstanding fees and charges unless we agree to a waiver in writing.

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

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

Section 13. RIGHTS OF GREENSPRING

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

13.2 Access to Living Units at the Community. You acknowledge and accept our ability and authority to enter the Living Unit in order to carry out the purpose and intent of this Agreement and you hereby authorize such entry. Such entry includes (1) performance of authorized housekeeping duties; (2) response to medical emergencies; (3) responses to fire protection systems; (4) entry by authorized personnel in the event that you are reported missing or have not responded to a call; (5) scheduled maintenance activities; (6) to fix, repair, maintain, or update building elements in common which would include plumbing, drywall, electrical system, HVAC, or similar; and (7) enforcement of the Community's rules and regulations. We acknowledge and respect your right to privacy and agree to limit uninvited entry into the Living Unit at the Community to the situations set forth in this paragraph.

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

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

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

13.6 Religious Affiliation and Sponsorship. The sole member of Greenspring Village, Inc. is National Senior Communities, Inc. (formerly National Senior Campuses, Inc.), a nonprofit organization. There is no religious organization which maintains financial control over Greenspring.

13.7 Non-Smoking Policy. You agree to abide by our prohibition against smoking, e-smoking or vaping in the Living Unit and in all common areas. You and your guests, or contractors, are also prohibited from smoking, e-smoking or vaping in the Living Unit or in the common areas of the Community. You understand that certain prior residents will be permitted to continue smoking in their living units. You further understand that we may consider your failure to abide by the non-smoking policy as cause to terminate the Residence and Care Agreement.

Section 14. MISCELLANEOUS PROVISIONS

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

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

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

14.4 Entire Agreement. This Agreement and the documents referenced in Section 14.1 represent the entire Agreement between us, you and Guarantor, if any, and supersedes all prior Agreements and negotiations. Except as contained herein or in any contemporaneous, written agreements, there are no promises or agreements between the parties.

14.5 Amendment. This Agreement shall be amended only in writing, signed by all parties.

14.6 Disclosure Statement. You hereby acknowledge that you received the latest disclosure statement of the Community least three (3) days before signing this Agreement or before transferring any money to us, whichever is earlier, and have reviewed such statement.

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

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

14.9 Venue. All parties to this Agreement, including any permitted assignees or guarantor(s), if any, agree that venue for any action for the enforcement, construction, rescission, termination of, or any action arising out of this Agreement shall be in Fairfax County, Virginia. All parties agree that the filing of any action may include a request for an expedited hearing.

14.10. Assignment. In the event that we or any of our successors or assigns shall give you notice that any or all of the rights, duties and obligations of Greenspring have been assigned to a new person or entity registered as a continuing care provider under the laws of the Commonwealth of Virginia to provide services at the Community, you agree to recognize such new person or entity as the provider under this Agreement, to the extent of such assignment.

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

Section 15. DEFINITIONS

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

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

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

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

Community: The physical site and structures which we operate as a retirement community in Springfield, Virginia.

Community Fee: The non-refundable Community Fee is defined as ten percent (10%) of the original Entrance Deposit paid by you at admission. If you later transfer to a Living Unit with a larger Entrance Deposit and paid an additional sum towards the larger Entrance Deposit, then the Community Fee is defined as ten percent (10%) of your original Entrance Deposit paid at admission plus ten percent (10%) of the incremental Entrance Deposit paid by you on transfer to the Living Unit with the larger Entrance Deposit. The Community Fee does not decrease if you move to a Living Unit with a lower Entrance Deposit.

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

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

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

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

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

Greenspring (We/ Us): Greenspring Village, Inc.

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

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

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

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

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

Monthly Meal Plan: The standard meal plan for residents in Independent Living Units.

Residents will have a plan offering either: (i) a fixed number of standard meals per month, equal to the number of days in the calendar month; or (ii) a fixed meal credit per month which allows purchase of one standard meal per day in the calendar month with a declining monetary balance as the credit is used. We will advise residents at least 60 days in advance if the Community phases from one plan to another. You may use the Monthly Meal Plan on a daily basis or as otherwise desired through the calendar month until either the number of meal allowance or the meal credit balance is exhausted for that calendar month. The Monthly Meal Plan may also be used by you for guest meals during the calendar month (some restrictions may apply for designated holiday or special cuisine meals). At the beginning of each calendar month, you receive a new set of meals or meal credits for that new month. If you do not use the all of the meal allowance or meal credit within the calendar month, any unused portion is forfeited, does not carry over to the next month, and no credit will be due to you.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNATURES

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

GREENSPRING VILLAGE, INC.

______________________	By:__________________________	______________
Witness		Date
______________________	______________________________	______________
Witness	Resident	Date
______________________	______________________________	______________
Witness	Resident	Date

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

______________________	______________________________	______________
Witness	Guarantor	Date
______________________	______________________________	______________
Witness	Guarantor	Date

Schedule I

Schedule of Fees

Total Entrance Deposit for Unit: $ ____________________ consisting of:

Priority List Deposit	$1,000
The Signing Deposit:	$____________ (bringing total to 10% of Entrance Deposit including previous deposits);
The Final Deposit:	$____________ (remaining portion of Entrance Deposit)
Minus the 10% Community Fee:	$___________ (non-refundable)

Current Monthly Service Package for Unit: $ __________ per month

Current Processing Fee: $ ___________ per applicant

Current Ancillary Fee Schedule: See next page

Greenspring Ancillary Services – 2022

		2022
Administration		
	Non-Occupancy Credit – Independent Living Credit for Absences per day (credit starts on the 11th consecutive night or more) Single Occupancy Double Occupancy	\$17.00 (per night 1st occupant) \$25.00 (per night 2nd occupant)
	New Non-Occupancy Credit – Assisted Living/Memory Care	Assisted Living – Monthly Fee drops to Level A package starting 1st day of absence for duration of consecutive absence Note: if resident is already at Level A for Assisted Living, no credit is applied
Information Services	Erickson Resident Computer Services - 30 Minute Minimum	42.00
	Erickson Resident Computer Services - Add'l 15 Min. Increments	15.00
Dining Services	Dinner (Mon - Sat)	22.50
	Sunday Brunch	25.00
	Holiday Adult Meal (Buffet)	30.00
	Children ages 6 to 12 (under age 6 free)	13.00
	Tray Service	6.00
	Flex Meal Credit (per month)	(65.24)
General Services	Additional Apartment Key	10.00

	Additional Exterior Door Key	150.00
	Additional Mailbox Key	10.00
	Padlock for Storage Bin	10.00
	Covered Reserved Parking per month	43.00
	Uncovered Reserved Parking per month	35.00
	Roll Away Bed per night	20.00
	Storage Bin per month	16.50
	Efficiency Guest Room per night	125.00
	Guest Suite per night	160.00
	Service per hour plus materials (Maintenance)	35.00
	Service per hour plus materials (Grounds)	32.00
	Housekeeping per hour	45.00
	Transportation	$3.50/mile
	Transportation - Cancellation fee - less than 24 hours-notice	Cost of ride
Resident Life	Personal/Balance Training -1/2 hour	40.00
	Personal/Balance Training -1/4 hour	20.00
	Balance Class (10 week session)	100.00
	Unlimited Group Exercise Class	35.00
	Per Individual Exercise Class	4.00
	Intermissions per day	82.50
	Intermissions per half day	60.00

Home Support Services – Effective 1/1/2022

	2022
Aide Services	
Per Hour	$35.00
>/= 4 Hours (per hour)	$30.00
>/= 12 Hours (per hour)	$28.00
24 Hours (per hour)	$28.00
Medication Reminder (per visit)	$20.00
Pet Care (per visit)	$20.00
Wheelchair Escort One Way (round trip is double)	$20.00

RN Services

Assessment	No Charge
Nurse Visit (per visit)	$100.00
Nurse Service (per hour)	$100.00

Notes: Holiday fees are 1.5 times the weekday rate and are in effect on New Year's Day, MLK Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

Ancillary fees in continuing care are available on request.

Schedule II

Documents Incorporated

A. Priority List Application

B. Financial Information Form

C. Resident History Profile

D. Refund Form

E. Key Receipt Form

F. Unit Release and Unit Release-Transfer Forms

G. Guaranty Agreement (if any)

H. Power of Attorney for property disposition (if any)

I. Advance Directive, Appointment of Health Care Agent, or Living Will (if any)

J. Resident's medical insurance documentation (if any)

K. Promissory Note (if any)

L. Allonge to Promissory Note

Greenspring PRIORITY LIST APPLICATION

I hereby make application for a secured position on the **Greenspring Priority List.**

Priority Date: ______________________

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

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

☐ **RESERVATION**
I am reserving the following apartment home:
__________.
Apartment #

☐ **STANDBY PRIORITY**
I would like to move to the next available apartment home that meets my preferences.

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

My living accommodation preference:

☐ STUDIO ☐ ONE BEDROOM ☐ ONE BEDROOM & DEN ☐ TWO BEDROOM

☐ OTHER ____

NAME ________________________________ DATE OF BIRTH ______________

MARITAL STATUS ____

NAME ________________________________ DATE OF BIRTH ______________

ADDRESS ____

CITY ________________________ STATE ______________ ZIP ______________

PHONE ________________________ EMAIL ______________________________

WERE YOU REFERRED BY ANYONE? ______________________________________

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

APPLICANT(S) ________________________________ DATE ______________

APPLICANT(S) ________________________________ DATE ______________

GREENSPRING ________________________________ DATE ______________

Please enclose one check for:
(1) The fully refundable $1,000 deposit. **(2)** A $150-per-person application fee.

Make your check payable to: Greenspring

Mail to: Greenspring Sales and Information Office, 7410 Spring Village Drive, Springfield, VA 22150

Greenspring PRIORITY LIST APPLICATION

Conditions of the Priority List Agreement

1) Your status on the Priority List is determined by your priority date with earlier dates having higher priority. Paying the refundable Priority List deposit and the application fee will ensure that you are placed on the list based on the day the Sales and Information Office receives your application.

2) If you wish to move from the Priority List to an apartment home reservation, you will not need to complete another application or pay another Priority List deposit or application fee. You will need to pay an additional reservation deposit, which is always refundable as per the Residence and Care Agreement.

3) Prior to moving to Greenspring, applicants must complete the admissions process, which includes financial and health/service screenings. Greenspring reserves the right to determine if the community offers appropriate care and services for the applicant. Greenspring may offer conditional approval or may offer a different residence than the applicant's preference.

4) Joining the Priority List does not ensure that the amount of the Entrance Deposit will not change before the applicant enters the community. Reserving an apartment does ensure that the Entrance Deposit for that specific apartment will not change if the applicant enters the community within the requisite time frame.

5) Any electronic signature (including any electronic symbol or process used by a signatory with the intent to sign or authenticate) of this application/agreement shall have the same legal validity and enforceability as an original, manual signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any similar state law based on the Uniform Electronic Transactions Act. This agreement may be signed in counterparts, all of which together constitute one agreement.

Entrance Deposit Agreement

1) Your $1,000 Priority List deposit and any additional deposits will be applied in full toward your Entrance Deposit as you begin your move to Greenspring.

2) All deposits will be returned to you before you sign the Residence and Care Agreement: (a) within 30 days of a written request; (b) if you are precluded from moving to the community due to illness, incapacity, or death; or (c) if you are determined to be ineligible for entrance into the community.

3) As you complete your move to Greenspring, all of your deposits toward the Entrance Deposit in excess of the $1,000 Priority Deposit will remain in escrow until either (a) the deposit is returned to you as described in Section 2 above; (b) the escrow agent releases the Entrance Deposit to Greenspring as permitted by state law and/or the escrow agreement; (c) the construction of the community, not yet operating, is stopped indefinitely before completion; or (d) if the funds have not been released to Greenspring within 3 years of placement in escrow, within 3 years of the start of construction, or within a longer period as deemed appropriate by the State Corporation Commission.

4) The Entrance Deposit is also returned to you if you rescind the Residence and Care Agreement within 7 days of making an initial deposit or executing the Agreement, whichever is later and regardless of occupancy.

5) Any interest earned on deposits in escrow will be used for the benefit of Greenspring.

6) Your $150-per-person application fee is a one-time, nonrefundable fee. The application fee is refundable only if you exercise the right of rescission described in Section 4 above.

Greenspring
BY ERICKSON SENIOR LIVING®

7410 Spring Village Drive
Springfield, VA 22150
GreenspringCommunity.com

FINANCIAL INFORMATION FORM
CONFIDENTIAL

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

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

dent Name: ______________ Current Date: __________

7410 Spring Village Drive
Springfield, VA 22150
GreenspringCommunity.com

Financial
Information Form

Greenspring
BY ERICKSON SENIOR LIVING®

FINANCIAL INFORMATION FORM
CONFIDENTIAL

ne: ______ Date of Birth: ______
ital Status: ______
ne: ______ Date of Birth: ______
dress: ______
r: ______ State: ______ Zip: ______
ne: ______ Email: ______

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

sets	Name (Bank, Location, Description)	Value as of Date	Amount
Checking Account		__/__/__	$
Savings Account		__/__/__	$
Savings Account		__/__/__	$
Certificate of Deposit		__/__/__	$
Certificate of Deposit		__/__/__	$
Mutual Funds		__/__/__	$
Stocks and Bonds		__/__/__	$
Stocks and Bonds		__/__/__	$
Real Estate—Plan to Sell		__/__/__	$
Real Estate—Plan to Hold		__/__/__	$
Other Financial Assets (e.g., Trusts available for resident use, life insurance, long-term care insurance)		__/__/__	$
		__/__/__	$
		__/__/__	$
		__/__/__	$
		Total Assets	$

bilities			
Home Mortgage		__/__/__	$
Loan on Autos		__/__/__	$
Credit Cards		__/__/__	$
Other Debts/Liabilities		__/__/__	$
Other Debts/Liabilities		__/__/__	$
		Total Liabilities	$
	(Assets minus Liabilities)	Total Net Worth	$

dent Name______ Current Date______

FINANCIAL INFORMATION FORM
CONFIDENTIAL

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

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

☐ You ☐ Your Financial Advisor

Financial advisor's information (if applicable):

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

Who will be responsible for your bills?

☐ You ☐ Other

If Other, please give information (if applicable):

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

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

Signature: ______ Date: ______

Signature: ______ Date: ______

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

Resident Name______ Current Date______

ank you for completing this form.

e are looking forward to getting to know you when you come to Greenspring for your pre-residency eeting. Please bring the following to your appointment:

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

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

____________________ (Applicant's Signature) ________________ (Date)

is form was completed by someone other than the applicant, please have that person state the reason l sign below.

m completed by ____________________

son ____________________

ationship to applicant ____________________

____________________ (Applicant's Signature) ________________ (Date)

Greenspring
BY ERICKSON SENIOR LIVING®

7410 Spring Village Drive
Springfield, VA 22150
GreenspringCommunity.com

Resident Profile

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

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

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

Best regards,

The Greenspring Team

Greenspring
BY ERICKSON SENIOR LIVING®

RESIDENT PROFILE

IAL & DEMOGRAPHIC INFORMATION

me ________ MI ____ Last Name ________ Title ______

Name ________ Preferred Name ________

Male ☐ Female

________ Mobile ________ Email ________

Birth ________ Place of Birth ________
(City, State, Country)

NFORMATION

, what was your main occupation? ________

currently working? ☐ Yes ☐ No

☐ Full-Time ☐ Part-Time

/ ________ Occupation ________

ervice: ☐ Veteran ☐ Nonveteran

US PREFERENCE (Optional)

ecify (Example: Buddhist, Catholic, Jewish, Muslim, Protestant):

____

NAL DEMOGRAPHICS

anguage ________

atus: ☐ Single ☐ Married ☐ Widowed ☐ Separated
☐ Divorced ☐ Domestic Partner ☐ Other ________

J BE BRINGING A DOG OR CAT TO CAMPUS? ☐ Yes ☐ No

d? ________ Cat Breed? ________

d take care of your pet if you could not?

________ Phone ________
(Home or Mobile)

BE BRINGING A MOTOR VEHICLE TO CAMPUS? ☐ Yes ☐ No

lp you to register your vehicle.

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

1. Name ________ Relationship ________
Address ________ City ________
State ______ Zip ______ Email ________
Phone ______ Mobile ______ Work ______

2. Name ________ Relationship ________
Address ________ City ________
State ______ Zip ______ Email ________
Phone ______ Mobile ______ Work ______

3. Name ________ Relationship ________
Address ________ City ________
State ______ Zip ______ Email ________
Phone ______ Mobile ______ Work ______

ADVANCE DIRECTIVES

Have you completed an advance directive for health care or a living will? ☐ Yes ☐ No

Have you completed a financial power of attorney? ☐ Yes ☐ No

END-OF-LIFE-PROVISIONS (Optional)

Funeral Home ________

Address ________

City ________ State ____ Zip ______ Phone ________

EXECUTOR OF ESTATE

Name ________ Relationship ________

Address ________ City ________

State ______ Zip ______ Email ________

Phone ______ Mobile ______ Work ______

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

1. Primary ________ Policy # ________
Secondary ________ Policy # ________

2. Do you have long-term care insurance? ☐ Yes ☐ No
Insurance Company Name ________
Policy # ________

GREENSPRING VILLAGE
REFUND FORM

Name of Resident(s): ______________________________
Living Unit: ______________________________
Date of Receipt by
GREENSPRING VILLAGE: ______________________________

Preliminary Statements and Directions

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

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

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

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

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

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

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

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

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

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

10. If Resident desires to assist Greenspring Village to support other residents who have exhausted their financial resources, Resident may choose to designate the Greenspring Village Benevolent Care Fund as a beneficiary by using Refund Form # 2. Such a designation is **<u>completely optional</u>** on Resident's part.

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

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

____________________ Date	____________________ Resident
____________________ Date	____________________ Resident

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

____

Received by GREENSPRING VILLAGE:

By:____________________ GREENSPRING VILLAGE Representative	____________________ Date

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REFUND FORM 1

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

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

______________________________ ______________
Resident Date

______________________________ ______________
Resident Date

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

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

______________________ ______________________
Witness ______________________
Address

______________________ ______________________
Witness ______________________
Address

Received by GREENSPRING VILLAGE:

By:______________________
GREENSPRING VILLAGE Representative ______________
Date

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REFUND FORM 2

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

Resident ________ Beneficiaries as designated below ________

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

Percentage Interest, Name & Address of Beneficiary

1. ____% ______________________
____
____

2. ____% ______________________
____
____

3. ____% ______________________
____
____

4. ____% ______________________
____
____

5. ____% ______________________
____
____

6. ____% ______________________
____
____

____
Resident

____
Date

____
Resident

____
Date

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

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

____
Witness

____
____
Address

____
Witness

____
____
Address

Received by GREENSPRING VILLAGE:

By:______________________________
GREENSPRING VILLAGE Representative

____
Date

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

REFUND FORM 3

1. Refund During Lifetime or Upon Death - If a Refund becomes due during Resident's Lifetime or upon Resident's death under the Residence and Care Agreement, Resident hereby designates that the Refund be made payable to the Resident's Trust designated below. In the event that the Trust is revoked, Resident understands and agrees that he/ she must provide to GREENSPRING VILLAGE proof of the revocation of the trust and a new, duly executed Refund Form disposing of the right to a Refund. If a new Refund Form is not executed, the Refund will be paid by GREENSPRING VILLAGE to the Resident or to the Resident's Estate.

_____% The ________________________ Trust dated __________
Mail to Trustee or qualified Successor Trustee

_____% The ________________________ Trust dated __________
Mail to Trustee or qualified Successor Trustee

______________________________ ______________
Resident Date

______________________________ ______________
Resident Date

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

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

______________________________ ______________________________
Witness ______________________________
Address

______________________________ ______________________________
Witness ______________________________
Address

Received by GREENSPRING VILLAGE:

By:______________________________ ______________________
GREENSPRING VILLAGE Representative Date

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GREENSPRING VILLAGE
KEY RECEIPT FORM

Resident Name(s): ____

Apartment/ Unit #: __________________________

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

#_______ Apartment Keys

#_______ Resident Key Badges

#_______ Exterior Door Keys

#_______ Mailbox Keys

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

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

________________________________ ____________
Resident/Representative Signature Date

________________________________ ____________
Resident/Representative Signature Date

________________________________ ____________
Community Representative Signature Date

GREENSPRING VILLAGE
UNIT RELEASE ADDENDUM

Resident(s): ______________________________ Unit: ______________

Storage bin: ______________________ Parking Space/ Covered Parking: ___________

Departure Date: ___________________

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

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

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

3. Per Section 8.6 of the Residence and Care Agreement, I/We will be responsible for the monthly service package, minus the non-occupancy credit as applicable, for (check applicable option depending on Resident's specific Care Agreement):

_____ *(100% Refundable Care Agreement)* The lesser of ninety days from the Departure Date, or until all of the conditions for a refund of the Entrance Deposit have been fulfilled, or

_____ *(90% Refundable Care Agreement)* Up to and including a maximum of ninety days from the Departure Date.

4. Per Section 9.4 of the Residence and Care Agreement, I/We will be responsible for (check applicable option depending on Resident's specific Care Agreement):

_____ *(100% Refundable Care Agreement)* All refurbishing fees, as defined in Section 9.4. The estimated cost for refurbishing is $_____________. The cost for removing any customized or structural changes or any specialized refurbishing beyond normal wear and tear for will be evaluated post-occupancy, or

_____ *(90% Refundable Care Agreement)* The Refurbishing Charges as defined in Section 9.4 to be evaluated post-occupancy. The estimated Refurbishing Charges are $_____________. Depending on the circumstances of release or transfer, all or a portion of the Refurbishing Charges may be covered by the Community (see Section 9.4 for details). This release is for (check one option):

____ ILU Release ____ ALF/Memory Care Release ____ Nursing Unit Release

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5. The Community will provide the Refund per the terms and conditions of Section 7 of the Residence and Care Agreement. Depending on the terms of Resident's Care Agreement, the refund may be a full refund or a 90% refund (both referred to as the "Refund" for purposes of this form). After the conditions are met, the Community will generate the Refund within the _60_ day period. The full _60_ day period may be needed to generate the Refund. The Community also offers these options (*please initial one*):

_____ a. To expedite the Refund, I/ We direct the Community to deduct the amount of the final bill from the Refund and to send a copy of the final bill with the Refund check(s) depending on the designation of beneficiaries per the Refund Form. I/We will still have a reasonable opportunity to review the final bill and discuss charges deducted from the Refund. The Community will refund charges that were deducted in error. **For residents with a 90% Refundable Care Agreement, initialing this option constitutes pre-approval of the final bill per the terms of Section 7.6.**

_____ b. I/ We direct the Community to send the final bill for approval before any Refund. I/We understand that this may extend the processing for the refund to the full _60_ day period. **For residents with a 90% Refundable Care Agreement, initialing this option does not constitute pre-approval of the final bill and thus the resident does not receive the Refund Number.**

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

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

____
Date

____
Signature of Resident or Resident's Representative

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

____

____

Staff Member: ______________________________

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GREENSPRING VILLAGE
UNIT RELEASE - TRANSFER ADDENDUM

Resident(s): ______________________________ Unit: ________________

Storage bin: ______________________ Parking Space/ Covered Parking: ___________

Departure Date: ___________________

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

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

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

3. Per Section 8.5 of the Residence and Care Agreement[1] and per the Community's current policy, I am responsible for payment of the Monthly Service Package, pro-rated and less the Non-Occupancy Credit as applicable, for the vacated Living Unit until I completely vacate, remove all possessions from the vacated Living Unit, and return the keys for the vacated Living Unit to the Community.

4. Per Section 9.4 of the Residence and Care Agreement, I/We will be responsible for (check applicable option depending on Resident's specific Care Agreement):

_____ *(100% Refundable Care Agreement)* All refurbishing fees, as defined in Section 9.4. The estimated cost for refurbishing is $______________. The cost for removing any customized or structural changes or any specialized refurbishing beyond normal wear and tear for will be evaluated post-occupancy, or

[1] Section 8.5 of some older versions of the Residence & Care Agreement require that the resident is responsible for payment of the Monthly Service Package for a certain period of time after the defined Departure Date from the vacated Living Unit.

_____ *(90% Refundable Care Agreement)* The Refurbishing Charges as defined in Section 9.4 to be evaluated post-occupancy. The estimated Refurbishing Charges are $__________. Depending on the circumstances of release or transfer, all or a portion of the Refurbishing Charges may be covered by the Community (see Section 9.4 for details). This release is for (check one option):

____ ILU to ILU
____ ILU to ALF/Memory Care/Nursing
____ ALF/Memory Care to any unit
____ Nursing Unit to any unit
____ Any unit to another Erickson campus

5. I/ We are making the following transfer:

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

______ b. I am/ We are moving to ________________, an Erickson managed community. The Community will provide the Refund per the terms and conditions of Section 7 of the Residence and Care Agreement. Depending on the terms of Resident's Care Agreement, the refund may be a full refund or a 90% refund (both referred to as the "Refund" for purposes of this form). I/ We direct the Community to send the Refund to ______________ after the final bill at this Community is settled.

i. I/ We direct the Community to automatically deduct the final bill at this Community from the Refund. **For residents with a 90% Refundable Care Agreement, initialing this option constitutes pre-approval of the final bill per the terms of Section 7.6**

ii. I/ We do not want the final bill automatically deducted. I/ We understand that the final bill must be paid separately before the Refund is made to the new community and that this may extend the time for move-in to the new community. **For residents with a 90% Refundable Care Agreement, initialing this option does not constitute pre-approval of the final bill and thus the resident does not receive the Refund Number.**

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

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

____
Date

____
Signature of Resident or Resident's Representative

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

____

____
( )

Staff Member: ____________________________________

71846-1

GREENSPRING VILLAGE
GUARANTY AGREEMENT

This Guaranty Agreement is made as of this _____ day of _____________, 20__ between Greenspring Village, Inc. ("Greenspring Village") and _________________________ (herein collectively referred to as "Guarantor").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

______________________ Witness	______________________ Guarantor
______________________ Witness	______________________ Guarantor
	Greenspring Village, Inc.
______________________ Witness	By: ______________________

71850-1

GREENSPRING VILLAGE
LIMITED GUARANTY AGREEMENT

This Guaranty Agreement is made as of this _____ day of ______________, 20__ between GREENSPRING VILLAGE, INC. (herein referred to as "Greenspring Village") and ______________ ______________________ (herein collectively referred to as "Guarantor").

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

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

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

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

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

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

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

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

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

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

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

8. In the event that Beneficiary terminates the Residence and Care Agreement during his/ her lifetime or dies during residence at the Facility, Greenspring Village agrees that Guarantor shall be released from its obligations under this Guaranty Agreement upon satisfaction of all Guarantor's obligations under this Guaranty Agreement and ninety (90) days following Beneficiary's Departure Date or resale of the Continuing Care Unit, whichever event shall occur first.

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

______________________ Witness	______________________ Guarantor
______________________ Witness	______________________ Guarantor
	GREENSPRING VILLAGE, INC.
______________________ Witness	By: ______________________

GREENSPRING VILLAGE
LIMITED GUARANTY AGREEMENT (JOINT ASSETS)

This Guaranty Agreement is made as of this _______ day of ______________, 20__ between Greenspring Village, Inc. ("Greenspring Village") and ________________________(herein collectively referred to as "Guarantor").

Recitals

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

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

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

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

Agreement

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

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

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

3. Subject to Greenspring Village's verification of Beneficiary's financial qualifications other than the Joint Assets and to Greenspring Village's determination of the appropriate level of care for Beneficiary, Greenspring Village agrees to accept Beneficiary as a resident pursuant to the terms of the Residence and Care Agreement.

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

4.1. Upon Beneficiary's or Beneficiary's duly authorized representative's request for assistance pursuant to the Residence and Care Agreement, Greenspring Village shall review the Beneficiary's then-current financial status, including but not limited to the balance of the Joint Assets. Greenspring Village may request further documentation to show that any changes in the value of the Joint Assets, as shown in Exhibit A, were either expenditures made for the direct benefit of the Beneficiary or market fluctuations in the value of the Joint Assets.

4.2. If Greenspring Village believes in its sole discretion that any expenditures from the Joint Assets were spent for the benefit of Beneficiary and that Beneficiary is not otherwise in breach of the Residence and Care Agreement, Greenspring Village may then initiate a spend-down plan with the Beneficiary or the duly authorized representative for Beneficiary's assets, including the Joint Assets, other than the entrance deposit. Greenspring Village may require that Resident seek to obtain funds from outside sources such as medical assistance. If Greenspring Village believes in its sole discretion that any expenditures from the Joint Assets were due to a Default by Guarantor, Greenspring Village shall proceed as provided in Section 5 hereof.

4.3. After spend-down of Beneficiary's assets, including the Joint Assets, Greenspring Village shall release the Guaranty and shall initiate a spend-down of the entrance deposit.

4.4. After expenditure of the entrance deposit, Beneficiary or Beneficiary's duly authorized representative may apply for assistance from the Benevolent Care Fund, if available.

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

5.1. Prior to initiating a spend-down plan as described in Section 4.2, Greenspring Village shall first enforce the Guaranty. Greenspring Village shall have the right to enforce payment of the Guaranty against any and all of Guarantor's personal assets in any form whatsoever and shall not be limited to payment from the Joint Assets. The Guaranty shall be limited to the amount of the Joint Assets withdrawn, spent, distributed, pledged, assigned, or otherwise used by the Guarantor other than for the direct benefit of the Beneficiary, which amount shall be determined by Greenspring Village in its sole discretion.

5.2. In the event that Greenspring Village is required to hire a collection agency or to initiate legal proceedings to enforce the Guaranty, in addition to any amounts due pursuant to the Guaranty, Guarantor shall also be responsible for any and all interest, collection costs, and court costs, including reasonable attorneys' fees, that might be incurred by Greenspring Village in enforcing the Guaranty.

5.3. After payment to Greenspring Village of all sums due pursuant to the Guaranty and any interest, collection costs, court costs, including reasonable attorney's fees, which may be due pursuant to Section 5.2, Greenspring Village will work with the Beneficiary or the Beneficiary's duly authorized representative to initiate the steps listed in Section 4.2, 4.3 and 4.4 hereof with regard to the spend-down program and application to the Benevolent Care Fund.

6. The parties agree that venue for any claim, conflict, enforcement, or other action arising out of this Guaranty Agreement shall be in Fairfax County, Virginia.

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

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

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

a. The termination of the Residence and Care Agreement either during his/ her lifetime or due to Beneficiary's death, upon satisfaction of all Guarantor's obligation under this Guaranty Agreement and ninety (90) days following Beneficiary's Departure Date or resale of the Continuing Care Unit, whichever event shall occur first;

b. The completion of the steps listed in Sections 4.1, 4.2 and 4.3 hereof; or

c. The payment of all sums due to Greenspring Village, as enumerated in Section 5.3, in the event of a Default.

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

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

______________________	______________________
Witness	Guarantor
______________________	______________________
Witness	Guarantor
	Greenspring Village, Inc.
______________________	By: ______________________
Witness	

EXHIBIT A

Joint Assets	Value as of Date of Agreement

GREENSPRING VILLAGE
LIMITED GUARANTY/ MONTHLY CONTRIBUTION AGREEMENT

This Guaranty Agreement is made as of this _____ day of _____________, 20__ between GREENSPRING VILLAGE, INC. (herein referred to as "GREENSPRING VILLAGE") and ____(herein collectively referred to as "Guarantor").

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

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

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

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

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

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

3. Until the total limit of the guaranty is reached, Guarantor will remit monthly payment by the ____ day of each month to GREENSPRING VILLAGE at the following address: ____. Payments are due in advance for each month.

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

______________________ Witness	______________________ Guarantor
______________________ Witness	______________________ Guarantor
	GREENSPRING VILLAGE, INC.
______________________ Witness	By: ______________________

71851-1

$\$$_______________ Date of Note: __________________ 20__

Springfield, Virginia

GREENSPRING VILLAGE, INC.

PROMISSORY NOTE

Now, therefore, ______________________________________, Maker, hereby promises to pay to the order of GREENSPRING VILLAGE, INC. at its offices located at 7440 Spring Village Drive, Springfield, Virginia 22150 or at such other place as the holder of this Note may, from time to time designate, the principal sum of: ____ Dollars ($____________), plus all accrued interest (unless waived under Section 1 hereof), payable on or before the Maturity Date as defined in Section 2 hereof.

1. Interest Rate. Interest on the unpaid principal balance shall begin accruing on the DATE **OF THIS NOTE** which appears in the upper right hand corner of this Note, at the rate of nine percent (9%) per annum (360 days per year). In the event that the Maker of this Note pays the entire principal balance due on or before the Maturity Date, the interest for that period shall be **waived**. In the event that the **entire** principal balance is not paid on or before the Maturity Date, **accrued interest will be charged every month from the Date of this Note on the unpaid principal balance until satisfaction and termination of this Note.**

2. Maturity Date. The Maturity Date of this Note shall be: the earlier of (i) ___________________, 20___ or (ii) five business days from the sale and settlement of the Maker's property located at ____.

3. Repayment. The entire principal balance shall be due and payable on or before the Maturity Date. In addition to payment of the principal balance, Maker agrees to pay any assessed interest as provided in Section 1.

4. Application of Payments. All payments made hereunder shall be applied first to accrued interest, before being applied to principal, unless the interest is waived under Section 1.

5. Prepayment. The undersigned may prepay this Note in whole or in part at any time before the Maturity Date without any penalty.

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

7. Assignment. The Holder of this Note may assign or transfer this Note for value to a subsequent Holder who may be a holder in due course. If assigned, the Maker/Resident agrees to recognize the new Holder of the Note to the extent of such assignment.

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

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

10. Miscellaneous. This Note shall be construed and governed according to the laws of the Commonwealth of Virginia. Venue for any action arising out of the making of this Note shall be in Fairfax County, Virginia.

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

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

WITNESS(ES):

____

____

MAKER:

____

____

Unit: ____________

ALLONGE TO PROMISSORY NOTE

THIS ALLONGE TO PROMISSORY NOTE (the "Allonge") is effective as of ______________, 20__ by and between Greenspring Village, Inc. ("HOLDER"), and ___________________________________ ("MAKER").

Recitals

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

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

Agreement

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

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

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

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

OR

________ b. MAKER acknowledges that payment was not made by the Maturity Date and that MAKER cannot make additional principal payments. HOLDER agrees to permit MAKER to extend payment of the principal until ____________________, 20___ (the "Extension Date"). However, MAKER will be assessed and must pay interest of 9% per annum on the unpaid principal until the Extension Date when all outstanding principal and interest are due and payable.

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

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

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

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

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

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

Maker(s):	HOLDER: Greenspring Village, Inc.
______________________________	By: ____________________________
______________________________	Title: __________________________

Living Unit: __________

79068-1

CUSTOM INTERIORS AGREEMENT

THIS CUSTOM INTERIORS AGREEMENT (the "**Agreement**") is made as of this _____ day of __________________, __________, by and between Greenspring Village, Inc., having an address of 7400 Spring Village Drive, Springfield, Virginia 22150 (herein referred to as "**Greenspring Village**") and ____________________________________ ("**Resident**").

RECITALS

R.1 Resident has entered or shall enter into a Residence and Care Agreement (the "**Care Agreement**") with Greenspring Village to occupy the following residential unit at the Community: ________________________ (the "**Living Unit**").

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

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

AGREEMENT

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

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

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

3. Refurbishing Charges:

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

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

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

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

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

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

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

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

RESIDENT

____

____

GREENSPRING VILLAGE, INC.

By:_____________________________________
Print Name:______________________________
Title:____________________________________

EXHIBIT A – STATEMENT OF WORK/PRICE QUOTE

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

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

EXHIBIT 2

DIAGRAM OF COMMUNITY STRUCTURE

Summary:
Exhibit Two visually represents the contractual relationship between the business entities associated with the operation of the Community.

Greenspring Village Community Structure
Users Guide

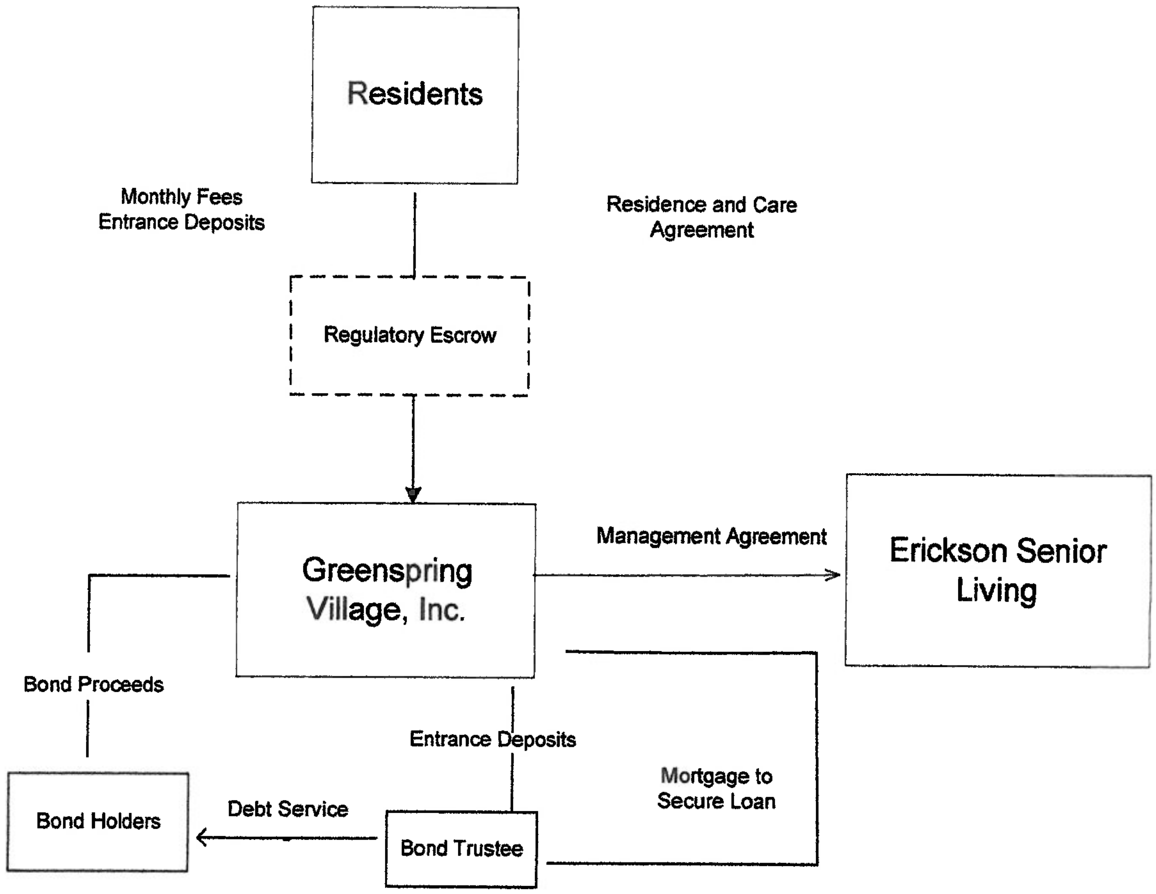

EXHIBIT 3
OWNERSHIP & EXECUTIVE BIOGRAPHIES

Summary:
Exhibit Three lists the directors and officers of Greenspring Village and the officers of Erickson Senior Living along with short executive biographies.

EXHIBIT 3
OWNERSHIP & EXECUTIVE BIOGRAPHIES

Directors of Greenspring Village, Inc.
C. Jackson Bain, Chair
Mary Colins
Eileen Erstad
Stephanie Reel
Barbara Bisgaier
Rev. Zina Jacque
Arnold Speert
Michael Roskiewicz
Patricia Brown
Monty Leonard
Pamela Paulk

Officers of Greenspring Village, Inc.

Jackson Bain:	President
Eileen Erstad:	Vice Chair and Vice President
Mary Colins:	Secretary
Eileen Erstad:	Treasurer
John Hall:	Assistant Treasurer
Chris Rathmann:	Assistant Treasurer
Neal Gantert:	Assistant Treasurer
Mark Embley:	Assistant Treasurer

Executive Director: Chandra Kumar

Directors of National Senior Communities, Inc.
Eileen Erstad
C. Jackson Bain
Barbara Bisgaier
Rev. Zina Jacque
Stephanie Reel
Dr. Arnold Speert
Mary Colins
Michael Roskiewicz
Patricia Brown
Monty Leonard
Pamela Paulk

Officers of National Senior Communities, Inc.

Rev. Zina Jacque, Chair and President
Stephanie Reel, Vice Chair
Mary Colins, Secretary
Eileen Erstad, Treasurer

Selected Officers of Erickson Senior Living

Jim Davis:	Chairman
Alan Butler:	Chief Executive Officer
Debra Doyle:	Chief Operating Officer
Matthew Narrett:	Chief Medical Officer
Christian Sweetser:	Chief Financial Officer

BIOGRAPHIES:

Greenspring Village Board of Directors:

C. Jackson Bain, Chair

Mr. Bain is a current member of the Governance and Internal Affairs Committee of NSC and the Community Outreach and Impact Committee. He also chairs the Greenspring Village Board of Directors. Mr. Bain is Chairman and CEO of Bain and Associates, Inc., a public affairs consulting firm. Prior to that, he was Senior Vice President of Public Affairs at the National Association of Children's Hospitals. A communication expert and journalist with 30 years of experience, Mr. Bain joined NBC News in the 1970s as a White House and Congressional Correspondent and news anchor. He holds degrees in Journalism and Political Science from Reinhardt University and the University of Georgia.

Mary Colins

Judge Colins was appointed to the National Senior Communities, Inc. Board of Directors effective April 1, 2018 and chairs the boards of Brooksby Village and Wind Crest Village communities. In October 2010, she became a member of the PA/NJ regional boards of Ann's Choice, Maris Grove, Seabrook Village, and Cedar Crest Village. In 2016, she was appointed to the Lantern Hill Board of Directors. Currently, Ms. Colins serves as Chair of NSC's Governance and Internal Affairs committee and is a member of the Strategic Planning Committee. Judge Colins is law trained and served as a Trial Judge in Philadelphia, Pennsylvania for 20 years. She was appointed by the Governor of Pennsylvania to serve as Chairman and a founding member of the Pennsylvania Gaming Control Board. Judge Colins has taught Trial Advocacy and Gaming & Casino Law at numerous law schools and universities. Throughout the country, she has lectured and taught at the American Bar Association, International Association of Gaming Attorneys and Regulators conferences and continued legal education programs.

Eileen Erstad

Ms. Erstad, a Certified Public Account, is an NSC Board member, Treasurer of NSC, Chair of the Budget and Finance Committee, and member of the Strategic Planning Committee, Audit

& Investment Committee and Operations & Risk Management Committee. She is also Chair of the Ashby Ponds Board of Directors and Riderwood Board of Directors. Ms. Erstad is a senior executive and has served as Chief Financial Officer in the healthcare and hospitality industries. She has developed and implemented strategic plans, growth and reorganization strategies, and has participated in new product development. Her previous positions include Chief Operating Officer and Chief Financial Officer of ResortQuest and Senior Vice President and Chief Financial Officer of Symphony Health Services, LLC. She began her career in public accounting working for KPMG. Ms. Erstad graduated Magna Cum Laude from Loyola College in Maryland.

Barbara Bisgaier

Ms. Bisgaier, chair of the Ann's Choice Board of Directors and the Maris Grove Board of Directors, retired from her position as Managing Director of Public Financial Management, Inc. with more than 40 years of experience in local government and public finance. She joined the NSC Supported Community Boards in 2010 and is a current member of the Board of Directors of National Senior Communities, serves as chair of the NSC Audit, Investment and Treasury Committee and as a member of the NSC Budget and Finance Committee. Ms. Bisgaier, a graduate of Mount Holyoke College with a master's degree in city and regional planning from Rutgers University, also serves on the Board of Directors of WHYY, Philadelphia's public radio and television stations where she is a member of the Executive Committee, chair of the Governance Committee and a member of the Finance Committee.

Rev. Dr. Zina Jacque

Reverend Dr. Jacque was appointed to the National Senior Communities, Inc. Board of Directors in 2017 and served as chair of their Diversity Inclusion and Corporate Social Responsibility Advisory Committee. In 2020, she was appointed to the Executive Committee of the Board, joined the Community Outreach and Impact Committee, and serves as Vice Chair for the Strategic Planning Committee. Additionally, she served as a western regional director of NSC, beginning in 2009. Dr. Jacque comes to the work of senior living and wellness from a community engagement background. As senior pastor at the Community Church of Barrington, Illinois, she previously served on the staffs of multicultural, urban, and suburban churches and has done extensive work in the areas of higher education, counseling, and faith-based not for profits. Dr. Jacque sits on the Board of Directors of the American Baptist Churches USA, JourneyCare Palliative Care and Hospice Center and the Samaritan Counseling Center of the Northwest Suburbs. Dr. Jacque holds a Ph.D. in theology and a master of divinity degree (Summa Cum Laude) from Boston University, an M.A. from Columbia University, and a B.A. from Northwestern University.

Stephanie Reel

Ms. Reel, Director on the National Senior Communities, Inc. Board, has served on NSC Supported Community Boards since 2013. Currently, she chairs the Oak Crest Community Board of Directors, chairs NSC's Operations and Risk Management Advisory Committee and is a member of the NSC Budget and Finance Committee. Ms. Reel is Chief Information Officer for all divisions of the Johns Hopkins University and Health System. In 1994, she was appointed CIO for Johns Hopkins Medicine, and Vice Provost for Information Technology and CIO for the Johns

Hopkins University in January, 1999. A graduate from the University of Maryland with a degree in information systems management and M.B.A. from Loyola College in Maryland, Ms. Reel is also a member of HIMSS, CHIME, the Healthcare Advisory Council, the American College of Medical Informatics, and EDUCAUSE.

Dr. Arnold Speert

Dr. Speert, an NSC Board member, has served on NSC Supported Community Boards since 2010. Currently, he chairs the Cedar Crest and Lantern Hill Boards of Directors and is a member of NSC's Governance & Internal Affairs and Community Outreach and Impact Advisory Committees. From 1985 until his retirement in July, 2010, Dr. Speert served as the sixth president of William Paterson University and has been on seven nonprofit institutions boards, two of which he chaired. He has also served on the boards of the State Farm Indemnity Company, The Ramapo Bank, the Broadway Bank and Trust Company, and was a founding Commissioner of the Passaic County (NJ) Improvement Authority. Arnie earned his Ph.D. in chemistry from Princeton University. His areas of expertise include institutional governance, institutional community building, and diversity.

Michael Roskiewicz

Mr. Roskiewicz is a newly elected NSC Board member and has served as a regional board member for National Senior Communities, Inc. since 2007. He currently serves a member of NSC's Audit, Investment and Treasury, Budget and Finance, Governance and Internal Affairs, and Operations & Risk Management Committees and Chair of the Board of Directors for the Fox Run community in Novi, Michigan. Mr. Roskiewicz is a lawyer by training with extensive experience in corporate finance and mergers and acquisitions. He is a founding member of WestCongress Insurance Services, where he serves as executive vice president and general counsel with responsibility for human resources, claims, regulatory compliance, M&A, corporate governance, litigation management, and contract matters. Mr. Roskiewicz was previously the general counsel of First Mercury Financial Corporation (NYSE: FMR) and a partner in the Michigan law firm of Dickinson Wright. Mr. Roskiewicz received his B.A. in psychology from the University of Michigan and his J.D. from Washington University School of Law in St. Louis.

Patricia Brown

Patricia M.C. Brown "Patty" was appointed as an advisory committee member to both the NSC Governance & Internal Affairs and Operations & Risk Management Advisory Committees on April 1, 2021. Effective January 21, 2022, she was appointed as a nonvoting director of the NSC Board until April 1, 2022, when she became a voting member of NSC and each of the Supported Organizations.

Ms. Brown is a health care industry leader in population health and managed care, expert in leveraging market incentives to drive changes in health care delivery and financing, to achieve improved health and reduced cost at the patient, population and community level. Recently retired from Johns Hopkins Medicine ("JHM") after 25 years of service, Ms. Brown served as the senior vice president of managed care and population health for JHM, President of Johns Hopkins HealthCare LLC, and Senior Counsel for the Johns Hopkins Health System. Prior to joining Johns Hopkins in 1994, she was an assistant attorney general with the Maryland

Office of the Attorney General for the Department of Health and Mental Hygiene. Ms. Brown currently serves as President, Oncology, for Medically Home Group, an organization transforming health care by bringing acute hospital services to the home.

Actively involved in community activities, she has served on numerous community boards, including the United Way of Central Maryland, which she chaired from 2013 through 2015, the Chesapeake Regional Information System for Our Patients, which she chaired from 2009 to 2019, and Maryvale Preparatory School, her alma mater – which she currently chairs. Ms. Brown is also the recipient of many community awards, including a member of the Circle of Excellence Maryland Top 100 by Baltimore's The Daily Record, a recipient of the 2007 Girl Scouts of Central Maryland Distinguished Women's Award, and the United Way's Philanthropists of the Year in 2016, along with her husband, Joe Gill.

Monty Leonard

Mr. Leonard was appointed as an advisory committee member to both the NSC Audit, Investment & Treasury and Budget & Finance Advisory Committees on May 1, 2021. Effective January 21, 2022, he was appointed as an on voting director of the NSC Board until April 1, 2022, when he became a voting member of NSC and each of the Supported Organizations.

Mr. Leonard is Senior Vice President and Development Controller for The Howard Hughes Corporation, overseeing the financial and accounting matters for all of Howard Hughes' Strategic Development projects. He established the Development Accounting Team at Howard Hughes and has overseen the strategic and tactical financial matters related to the construction of over 70 projects costing more than $7 billion.

He has over 35 years of real estate accounting and finance experience which includes establishing and monitoring project budgets, financial modeling, forecasting, closing the books, direct feasibility studies related to acquisitions and dispositions, resolution of complex accounting issues, preparation of accounting policies and procedures and the establishment of internal controls. He was also a former Vice President and Controller of Land Development at The Rouse Company, where he helped oversee the acquisition valuation process for several land assets ranging from $100 million to $3 billion. Additionally, he served on a four-member Executive Committee for Rouse that oversaw the operations and development activities of a $500 million joint venture.

A native of Dunbar, WV, Mr. Leonard is a CPA and holds a M.B.A. and B.A in Accounting from The University of Akron in Ohio. He has served on several community boards, ranging from serving as President of a local little league, Vice President of Tri-Churches Housing in Baltimore City, Board Member of the Howard County Chamber of Commerce and Board of Trustee at his church.

He lives in Baltimore County with his wife Tori, a Director of Public Relations at the Public Service Commission. They have been married for over 36 years and have two adult children, Joshua (currently attending graduate school at the University of Iowa) and Michael (a graduate of Harvard University).

Pamela Paulk

Pamela Paulk was appointed as an advisory committee member to both the NSC Community Outreach & Impact and Operations & Risk Management Advisory Committees on April 1, 2021. Effective January 21, 2022, she was appointed as an on voting director of the NSC Board until April 1, 2022, when she became a voting member of NSC and each of the Supported Organizations.

Ms. Paulk retired in 2019, after more than twenty years, from Johns Hopkins Medicine in Baltimore, Maryland. At the time of her retirement, she was the President to Johns Hopkins Medicine International (JHMI). JHMI led Johns Hopkins' international enterprises, including high-impact global healthcare collaborations and the provision of medical concierge services for thousands of international and out-of-state patients, as well as interpretation services for local patients. Johns Hopkins Medicine International (JHI) is responsible for developing and managing international priorities and strategies that advance the Johns Hopkins Medicine mission to improve the health of the community and the world by setting the standard of excellence in medical education, research and clinical care. This work included working to improve healthcare in over a dozen countries.

Prior to that role, Ms. Paulk was the senior vice president for human resources (HR) for Johns Hopkins Medicine and the Johns Hopkins Health System, responsible for all HR functions for more than 40,000 employees. Before joining Johns Hopkins in 1998, Ms. Paulk worked mostly in the behavioral health field serving as a psychiatric hospital administrator, chief operating officer for a private psychiatric practice and national healthcare consultant serving multiple hospitals across the United States.

A graduate of Florida State University with a master of social work and The Johns Hopkins University with a master of business administration, Ms. Paulk has been active in the community, including the Baltimore Alliance for Careers in Healthcare (past president and co-founder) and Baltimore City Community College (trustee). Ms. Paulk currently teaches graduate courses at the Johns Hopkins Bloomberg School of Public Health. Her many accomplishments have been recognized: 2009 Red Cross Good Samaritan, 2012 William J. Casey Award, National Kidney Foundation of Maryland's 2012 Santé Honoree and as one of Maryland's Top 100 Women in 2004 and 2010. In 2014, Ms. Paulk was honored at the White House as a Champion of Change for her leadership and work bringing people with criminal backgrounds into the Johns Hopkins workforce.

Erickson Senior Living

James Davis, Chairman

In 1983, Jim Davis co-founded a specialized staffing company that has grown into Allegis Group, the country's largest private staffing firm.

More than a decade ago, Jim Davis met John Erickson, founder of Erickson Retirement Communities, a leader in developing and managing full-service retirement communities. They came to realize they shared a passion for service, particularly to seniors; an insistence on mission-driven company cultures; and a strong sense of giving back to the community. When an opportunity to take a leadership role in the company presented itself, Jim visited every Erickson campus to see for himself, and hear from the residents, what the Erickson lifestyle meant.

Today, the company, now known as Erickson Senior Living, matches its delivery of outstanding service and resident satisfaction with a strong financial position. The company is the strongest capitalized company in the industry and has built a solid platform for growth and innovation.

Mr. Davis, a native of suburban Philadelphia, graduated from Villanova University. He lives outside Baltimore with his wife and children.

R. Alan Butler, Chief Executive Officer

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

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

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

Debra B. Doyle, Chief Operating Officer

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

Previous positions at Erickson Senior Living include Executive Vice President of Health and Operations and Associate Executive Director of Oak Crest in Parkville, Maryland. She also served as Senior Regional Health Services Director for the following Erickson Senior Living communities: Oak Crest, Charlestown, Riderwood, and Greenspring. Before coming to Erickson

Senior Living, she was Chief Nursing Officer and executive director of medical services for the Greater Baltimore Medical Center.

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

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

Dr. Matt Narrett, Chief Medical Officer

Dr. Narrett is the Chief Medical Officer for Erickson Senior Living. He is responsible for directing the provision of medical care and Erickson Senior Living's unique Health Plan, Erickson Advantage, at all Erickson Senior Living communities nationwide. The Medical Centers that Dr. Narrett directs are recognized as being among America's leading geriatric health care facilities.

Prior to his current position over the course of his 17 years at Erickson Senior Living, Dr. Narrett has served as Vice President and Regional Medical Director and Medical Director for Charlestown Community. Before joining Erickson Senior Living, he was in private practice in Derry, N.H., where he also served as director of medical quality assurance at Parkland Medical Center. He has extensive experience in adult and geriatric medicine having seen and treated thousands of seniors throughout his twenty five year career.

Dr. Narrett graduated summa cum laude from Yale University with a B.S. degree in molecular biochemistry and biophysics. He received his medical degree from Harvard Medical School's Harvard-M.I.T. Division of Health Sciences and Technology. He completed his internship and residency at Beth Israel Hospital in Boston. He is board-certified in internal medicine and holds a certificate of added qualifications in geriatric medicine.

Dr. Narrett currently serves on the Clinical Practice and Models of Care Committee for the American Geriatric Society and the Advisory Board of the Practice Change Fellows Program supported by the Atlantic Philanthropies and the John A. Hartford Foundation. He is also a member of the American College of Physicians and the American Geriatrics Society.

He has spoken frequently on issues affecting seniors in a number of settings including conferences, media events, health leadership summits and congressional forums.

Christian Sweetser, Chief Financial Officer

Christian Sweetser plans, develops, implements, and directs Erickson Senior Living's fiscal function and performance. He participates in the development of the company's strategic plans and programs, evaluates and advises on long-range plans, and provides financial and trending analysis.

Previously, Christian was chief financial officer at Silverado Senior Living in Irvine, California. Under his leadership, Silverado enjoyed its most profitable financial performance in consolidated company history. Before joining Silverado, Christian was a vice president at Welltower, the world's largest health care real estate investment trust.

Mr. Sweetser holds a bachelor of science degree in economics from Cornell University and an MBA from the University of Chicago. He is also a chartered financial analyst and a member of the CFA Institute.

Chandra Kumar, Executive Director

Ms. Kumar joined the Greenspring team in June of 2016 after serving as associate executive director at Riderwood in Silver Spring, Maryland. She has over 20 years of experience in the senior living industry. Previously, she served as administrator for Friends House retirement community, as well as vice president for Amertel Communication. She also served as health care administrator and assisted living manager for Marriott Senior Living Services and its successor, Sunrise Senior Living. Ms. Kumar is the national cultural secretary for the Rajput Association of North America and past president of its DMV Chapter. She holds a B.S. in accounting from the University of Maryland, College Park, and an M.A. in management of aging services from the Erickson School of Aging at the University of Maryland, Baltimore County.

EXHIBIT 4
SCHEDULE OF CURRENT FEES

Summary:
Exhibit Four records the current entrance deposits and the current monthly fees.

EXHIBIT 4
ENTRANCE DEPOSITS & MONTHLY FEES SCHEDULE

Unit Style	Entrance Deposits – 2022*	Monthly Fees – 2022
Studio/Efficiency	$128,000 - $200,000	$2,262 - $2,520
One bedroom, One Bath	$241,000 - $387,000	$2,575 - $2,741
One bedroom, 1 ½ Bath	$385,000 – 511,000	$2,924 - $3,290
One Bedroom, One Bath, with Den	$350,000 - $500,000	$2,924- $3,290
Two Bedroom, One Bath	$358,000 - $493,000	$2,924 - $3,156
Two Bedroom, 1 ½ Bath	$421,000 - $542,000	$3,005 - $3,290
Two Bedroom, Two Bath	$436,000 - $1,026,000	$3,156 - $4,100
Second Person Fee	N/A	$1,055

* Range of pricing is reflective of various factors including view, distance from clubhouse, patios, and balconies.

ASSISTED LIVING

Assisted Living	**2022 Fees**				
Monthly Fee	**Pkg-A**	**Pkg-B**	**Pkg-C**	**Pkg-D**	**Pkg-E**
Studio – ET + RC	5,796	6,985	8,175	9,364	10,711
Studio – DC	6,120	7,310	8,499	9,689	11,029
One Bedroom	6,661	7,850	9,040	10,230	11,559
Deluxe One Bedroom	6,985	8,175	9,364	10,554	11,877
Second Occupant	2,228	3,255	4,282	5,309	6,337

Key: ET – Evergreen Terrace, RC – Rose Court, & DG – Dogwood Commons

Two room units (double occupancy) = Two Service level packages.
Two room units (single occupancy) = One Service level package plus Level A package.
Couples units (double occupancy) = Two service level packages less 15% on the lower level package.
Couples units (single occupancy) = One service level package plus Level A package less 15%.
Deluxe units = Service level package plus $500.

MEMORY CARE

Type of Unit & Service Package	Fees as of 1/1/2022 Full Deposit of $103,000
Monthly Private – Single Occupancy – Rate Level F – Dogwood Commons	$11,220
Memory Care Non-occupancy credit	Same as independent non-occupancy credit

SKILLED NURSING

Type of Unit & Service Package	Fees as of 1/1/2022 Full Deposit of $103,000
Daily Private Rate	$495

Greenspring Ancillary Services – 2022

		2022
Administration		
	Non-Occupancy Credit – Independent Living Credit for Absences per day (credit starts on the 11th consecutive night or more) Single Occupancy Double Occupancy	\$17.00 (per night 1st occupant) \$25.00 (per night 2nd occupant)
	New Non-Occupancy Credit – Assisted Living/Memory Care	Assisted Living – Monthly Fee drops to Level A package starting 1st day of absence for duration of consecutive absence Note: if resident is already at Level A for Assisted Living, no credit is applied
Information Services	Erickson Resident Computer Services - 30 Minute Minimum	42.00
	Erickson Resident Computer Services - Add'l 15 Min. Increments	15.00
Dining Services	Dinner (Mon - Sat)	22.50
	Sunday Brunch	25.00
	Holiday Adult Meal (Buffet)	30.00
	Children ages 6 to 12 (under age 6 free)	13.00

	Tray Service	6.00
	Flex Meal Credit (per month)	(65.24)
General Services	Additional Apartment Key	10.00
	Additional Exterior Door Key	150.00
	Additional Mailbox Key	10.00
	Padlock for Storage Bin	10.00
	Covered Reserved Parking per month	43.00
	Uncovered Reserved Parking per month	35.00
	Roll Away Bed per night	20.00
	Storage Bin per month	16.50
	Efficiency Guest Room per night	125.00
	Guest Suite per night	160.00
	Service per hour plus materials (Maintenance)	35.00
	Service per hour plus materials (Grounds)	32.00
	Housekeeping per hour	45.00
	Transportation	$3.50/mile
	Transportation - Cancellation fee - less than 24 hours-notice	Cost of ride
Resident Life	Personal/Balance Training -1/2 hour	40.00
	Personal/Balance Training -1/4 hour	20.00
	Balance Class (10 week session)	100.00
	Unlimited Group Exercise Class	35.00
	Per Individual Exercise Class	4.00
	Intermissions per day	82.50
	Intermissions per half day	60.00

Home Support Services – Effective 1/1/2022

	2022
Aide Services	
Per Hour	$35.00
>/= 4 Hours (per hour)	$30.00
>/= 12 Hours (per hour)	$28.00
24 Hours (per hour)	$28.00
Medication Reminder (per visit)	$20.00
Pet Care (per visit)	$20.00
Wheelchair Escort One Way (round trip is double)	$20.00

RN Services	
Assessment	No Charge
Nurse Visit (per visit)	$100.00
Nurse Service (per hour)	$100.00

Notes: Holiday fees are 1.5 times the weekday rate and are in effect on New Year's Day, MLK Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

Ancillary fees in continuing care are available on request.

EXHIBIT 5
CHANGES IN PERIODIC CHARGES

As required by Virginia law, Exhibit Five reflects the changes in Monthly Fees for the last five years of operation.

Independent Living Apartment	Dollar Amount of Change in MSP from 2016 – 2017	Dollar Amount of Change in MSP from 2017 – 2018	Dollar Amount of Change in MSP from 2018 – 2019	Dollar Amount of Change in MSP from 2019 – 2020	Dollar Amount of Change in MSP from 2020 – 2021	Dollar Amount of Change in MSP from 2021 – 2022
Abbott	$59	$60	$67	$83	$80	$91
Albright	$55	$57	$64	$79	$76	$87
Avalon	$55	$57	$64	$79	$76	$87
Brighton	$63	$65	$72	$90	$86	$99
Dawson	$66	$68	$76	$94	$90	$103
Dover	$64	$66	$74	$92	$88	$100
Ellicott	$65	$67	$75	$93	$89	$102
Fairmont	$74	$76	$85	$105	$101	$115
Flagstaff	$72	$74	$82	$102	$98	$112
Franklin	$74	$76	$85	$105	$101	$115
Fremont	$67	$69	$77	$95	$91	$104
Georgetown	$72	$74	$82	$102	$98	$112
Gilbert	$72	$74	$82	$102	$98	$112
Harrison	$73	$75	$84	$104	$100	$114
Hastings	$77	$80	$89	$110	$106	$121
Hawthorne	$79	$81	$90	$112	$107	$123
Jackson	$77	$80	$89	$110	$106	$121
Kingston	$79	$82	$91	$113	$108	$124
Lancaster	$86	$89	$99	$122	$114	$135
Manchester	$83	$86	$96	$119	$110	$130
Oxford	$80	$82	$92	$114	$109	$125
Wellington	$86	$89	$99	$122	$114	$135
Williamsburg	$97	$100	$112	$139	$129	$152
Double Occ Fee	$21	$27	$30	$37	$35	$40

Health Care Units Occupancy Fee Schedule – Full Deposit of $103,000

Type of Unit & Service Package	Dollar Amount of Change from 2016 – 2017	Dollar Amount of Change from 2017 – 2018	Dollar Amount of Change from 2018 – 2019	Dollar Amount of Change from 2019 – 2020	Dollar Amount of Change from 2020 – 2021	Dollar Amount of Change from 2021 – 2022
Assisted Living Monthly Fee Level A(Basic)	$189	$147	$202	$105	$161	$276
Assisted Living Monthly Fee Level B	$221	$172	$237	$308	$194	$332
Assisted Living Monthly Fee Level C	$253	$197	$271	$514	$227	$389
Assisted Living Monthly Fee Level D	$292	$227	$312	$537	$260	$445
Assisted Living Monthly Fee Level E	$382	$298	$409	($531)	$101	$510
ALF Plus (Memory Care)	$0	$0	$0	$112	$200	$220
Care Center Daily Rate, Private	$12 per diem	$12 per diem	$14 per diem	$18 per diem	$14 per diem	$23 per diem
Care Center Daily Rate, Semi-Private	N/A	N/A	N/A	N/A	N/A	N/A

EXHIBIT 6
FINANCIAL STATEMENTS OF PROVIDER

Summary:
As a form of consumer protection for prospective residents, the Virginia State Corporation Commission has required the Provider to include an audit from an independent accounting firm, expressing that firm's opinion on the Provider's financial statements.

Greenspring Village, Inc.

Financial Statements and Supplemental Information

December 31, 2021 and 2020

Report of Independent Auditors

To the Board of Directors
Greenspring Village, Inc.

Opinion

We have audited the accompanying financial statements of Greenspring Village, Inc. (the "Community" or "GSV"), which comprise the balance sheets as of December 31, 2021 and 2020 and the related statements of operations, changes in net assets (deficit), and cash flows for the years then ended, including the related notes (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Community as of December 31, 2021 and 2020, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Community and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Community's ability to continue as a going concern for one year after the date the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from

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fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Community's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Community's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplemental Information

Our audit was conducted for the purpose of forming an opinion on the financial statements taken as a whole. The Supplemental Schedule is presented for purposes of additional analysis and is not a required part of the financial statements. Such information has not been subjected to the auditing procedures applied in the audit of the financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

PricewaterhouseCoopers LLP

Baltimore, Maryland
April 25, 2022

Greenspring Village, Inc.
Balance Sheets
December 31, 2021 and 2020

	2021	2020
ASSETS		
Current assets		
Cash	$ 3,446,979	$ 5,055,216
Short-term investments	8,365,358	7,700,963
Restricted cash equivalents (insurance related)	370,629	179,355
Accounts receivable	2,972,068	4,460,334
Inventory	292,758	734,836
Prepaid expenses and other current assets	327,728	278,347
Promissory notes receivable	6,904,800	5,312,766
Total current assets	22,680,320	23,721,817
Non-current assets		
Limited use cash, cash equivalents and investments		
Resident capital cash	6,091,523	6,776,903
Certificates of deposit (insurance related)	40,160	40,160
Restricted funds (bond related)	2,669,272	534,840
Beneficial interest in gift annuities	83,693	83,693
Beneficial interest in National CCRC Statutory Tier IV Trust	6,448,840	3,240,160
Funds with donor restrictions	4,209,981	3,703,709
Funds held for residents	376,316	616,314
Total limited use cash, cash equivalents and investments	19,919,785	14,995,779
Beneficial interest in National CCRC Business Trust I	253,256,887	227,806,463
Property and equipment, net	338,205,000	341,665,889
Right of use asset	—	4,222
Interest rate swap agreement	1,184,527	178,893
Total non-current assets	612,566,199	584,651,246
Total assets	$ 635,246,519	$ 608,373,063
LIABILITIES AND NET ASSETS (DEFICIT)		
Current liabilities		
Accounts payable and accrued expenses	$ 9,039,166	$ 8,664,376
Claims reserve (insurance related)	1,140,143	1,162,899
Resident refunds payable	16,944,161	17,035,136
Bonds payable, current portion	1,385,044	—
Other current liabilities	291,262	250,557
Total current liabilities	28,799,776	27,112,968
Non-current liabilities		
Funds held for residents	376,316	616,314
Advance deposits	2,453,550	1,370,750
Resident entrance fees, net of accumulated amortization of $50,588,957 and $51,439,914 for 2021 and 2020, respectively	472,945,038	465,797,435
Bonds payable, net of current portion	78,028,392	67,566,176
Other non-current liabilities	59,239	958,244
Total non-current liabilities	553,862,535	536,308,919
Total liabilities	582,662,311	563,421,887
Net assets (deficit)		
Without donor restrictions	48,290,534	41,163,774
With donor restrictions	4,293,674	3,787,402
Total net assets (deficit)	52,584,208	44,951,176
Total liabilities and net assets (deficit)	$ 635,246,519	$ 608,373,063

The accompanying notes are an integral part of these financial statements

Greenspring Village, Inc.
Statements of Operations
December 31, 2021 and 2020

	2021	2020
Revenue, gains and other support		
Resident occupancy revenue	$ 70,849,086	$ 75,171,388
Ancillary fees	10,146,187	10,148,361
Amortization of non-refundable resident entrance fees	1,733,444	1,673,412
Other revenue	2,440,362	2,924,910
Net assets released from restriction used for operations	1,246,860	1,731,396
Total revenue, gains and other support	86,415,939	91,649,467
Expenses		
Salaries, wages and benefits	44,172,260	46,737,183
Professional and contracted services	9,709,789	8,590,975
Supplies	3,600,229	4,504,016
Dietary and other supplies	3,560,515	3,504,725
Building grounds and maintenance	2,294,689	1,874,940
Utilities	2,517,870	2,436,375
Administrative and other	1,216,052	1,315,244
Management fees	3,358,015	3,505,589
Resident relations	294,145	1,217,225
Insurance	914,357	776,272
Interest	2,063,663	1,025,992
Real estate taxes	1,572,113	1,881,845
Depreciation and amortization	25,440,455	23,889,917
Expenses incurred related to net assets with donor restrictions	1,246,860	1,731,396
Total expenses	101,961,012	102,991,694
Operating loss	(15,545,073)	(11,342,227)
Non-operating income and (expenses)		
Reversal of prior amortization	(9,000)	(496,912)
Investment return, net	(27,870)	61,083
Change in beneficial interest in National CCRC Business Trust I	21,950,424	29,025,760
Realized and unrealized gain/(loss) on swap agreement	1,005,634	(1,164,297)
Loss on extinguishment of debt	—	(345,026)
Total non-operating income	22,919,188	27,080,608
Excess of revenue over expenses	$ 7,374,115	$ 15,738,381

The accompanying notes are an integral part of these financial statements

Greenspring Village, Inc.
Statements of Changes in Net Assets (Deficit)
December 31, 2021 and 2020

	Without Donor Restrictions	With Donor Restrictions	Total
Net assets (deficit) January 1, 2020	$ 25,606,136	$ 3,437,170	$ 29,043,306
Restricted contributions and income earned	—	2,081,628	2,081,628
Net assets released from restriction used for operations	—	(1,731,396)	(1,731,396)
Excess of revenue over expenses	15,738,381	—	15,738,381
Capital contribution to related organization	(180,743)	—	(180,743)
Change in net assets (deficit)	15,557,638	350,232	15,907,870
Net assets (deficit) December 31, 2020	$ 41,163,774	$ 3,787,402	$ 44,951,176
Restricted contributions and income earned	—	1,753,132	1,753,132
Net assets released from restriction used for operations	—	(1,246,860)	(1,246,860)
Excess of revenue over expenses	7,374,115	—	7,374,115
Capital contribution to related organization	(247,355)	—	(247,355)
Change in net assets (deficit)	7,126,760	506,272	7,633,032
Net assets (deficit) December 31, 2021	$ 48,290,534	$ 4,293,674	$ 52,584,208

Greenspring Village, Inc.
Statements of Cash Flows
for the years ended December 31, 2021 and 2020

		2021		2020
Cash flows from operating activities				
Change in net assets (deficit)	$	7,633,032	$	15,907,870
Adjustments to reconcile change in net assets (deficit) to net cash and restricted cash and cash equivalents provided by operating activities				
Loss on extinguishment of debt		—		345,026
Settlements related to interest rate swap classified as financing activities		—		2,415,768
Reversal of prior amortization		9,000		496,912
Depreciation and amortization		25,440,455		23,889,917
Amortization of non-refundable resident entrance fees		(1,733,444)		(1,673,412)
Gain on disposals of fixed assets		(4,187)		—
Amortization of bond premium		(647,134)		(138,553)
Amortization of cost of issuance		58,539		28,137
Change in fair value of swap agreement		(1,005,634)		(1,251,471)
Change in unrealized loss on investments		69,954		36,040
Change in beneficial interest in National CCRC Business Trust I		(21,950,424)		(29,025,760)
Change in beneficial interest in National CCRC Statutory Tier IV Trust		41,320		9,840
Change in beneficial interest in gift annuities		—		5,680
Proceeds from non-refundable entrance fees		6,577,980		4,407,900
Spend down		(3,241,471)		(3,975,548)
Decrease/(increase) in accounts receivable		1,488,266		(643,406)
Decrease/(increase) in inventory		442,078		(584,765)
(Increase)/decrease in prepaid expenses and other current assets		(49,381)		31,783
Increase in accounts payable and accrued expenses		1,264,587		2,096,567
Decrease in claims reserve (insurance related)		(22,756)		(3,712)
Increase/(decrease) in other current liabilities		40,705		(34,620)
(Decrease)/increase in other non-current liabilities		(894,783)		952,142
Net cash provided by operating activities		13,516,702		13,292,335
Cash flows from investing activities				
Increase in short-term investments		(734,349)		(1,514,259)
Decrease/(increase) in limited use cash, cash equivalents and investments		251,699		(355,912)
Net purchases of beneficial interest in National CCRC Business Trust I		(3,500,000)		(9,750,000)
Purchases of beneficial interest in National CCRC Statutory Tier IV Trust		(3,250,000)		(3,250,000)
Purchases of property and equipment		(22,869,363)		(23,281,380)
Proceeds from sale of property and equipment		4,187		—
Net cash used in investing activities		(30,097,826)		(38,151,551)
Cash flows from financing activities				
Payments for debt issuance costs		—		(784,420)
Proceeds from refundable entrance fees		60,248,787		43,282,820
Refunds of refundable entrance fees		(55,313,458)		(38,716,209)
Proceeds from bond issuance		—		65,805,683
Repayments of bonds payable		—		(42,965,000)
Proceeds from bond drawdowns		12,435,855		2,671,502
Principal payments of bonds payable		—		(1,520,000)
Settlements related to interest rate swap agreements		—		(2,415,768)
Net cash provided by financing activities		17,371,184		25,358,608
Increase in cash and restricted cash and cash equivalents		790,060		499,392
Cash and restricted cash and cash equivalents, beginning of year		12,546,314		12,046,922
Cash and restricted cash and cash equivalents, end of year	$	13,336,374	$	12,546,314
Supplemental cash flow disclosure:				
Change in funds held for residents	$	(239,998)	$	32,192
Purchases of property and equipment in accounts payable and accrued expenses		330,978		1,220,775
Change in assets and liabilities under finance lease		(59,238)		232,401
Cash paid for interest		1,887,446		664,725

The accompanying notes are an integral part of these financial statements

1. Organization

Greenspring Village, Inc. (the "Community" or "GSV") is a Maryland non-stock corporation operating a not-for-profit continuing care retirement community ("CCRC") located in Springfield, Virginia. As of December 31, 2021, the Community's available units totaled 1,578 and included 1,369 independent living units, 114 assisted living units, 56 skilled nursing beds, and 39 memory care units. As of December 31, 2021, there were 1,472 occupied units, which consisted of 1,276 independent living units, 108 assisted living units, 50 skilled nursing beds, and 38 memory care units. As of December 31, 2020, there were 1,507 occupied units, which consisted of 1,289 independent living units, 117 assisted living units, 61 skilled nursing beds, and 40 memory care units.

National Senior Communities, Inc. (formerly known as National Senior Campuses, Inc.), ("NSC"), a not-for-profit organization, was organized to support the Community and 15 other not-for-profit organizations that operate retirement communities. NSC is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and the applicable state income tax regulations. NSC is the sole member of the Community and appoints all directors of the Community's Board.

The Community contracts with Erickson Senior Living, LLC (formerly known as Erickson Living Management, LLC), ("ESL"), to provide management services as described in footnote 5. There are various agreements associated with the management of the Community whereby ESL is considered a related party.

Coronavirus Disease 2019 Pandemic
The Coronavirus Disease 2019 ("COVID-19") pandemic has impacted, and may continue to impact, the senior living industry and the Community. Actions taken by the Community over the past two years to mitigate the spread of COVID-19, as well as the Community's efforts to support its operating cash flow by participating in government programs that provide funding to assist in response to the pandemic, have reduced the overall net impact of COVID-19 on the Community's financial performance.

Due to the age of the Community's residents being in the highest risk category for serious illness from COVID-19, a number of safeguards were implemented in 2020 to protect the residents, as well as employees, including, among many other steps, restricting external access to the Community to essential services only. In 2021, these safeguards were adjusted to correlate to the case count levels as the different variants were circulating. Accordingly, fluctuations in labor and operating costs occurred as well as moderate impact on prospective residents touring and moving into the Community. While the combination of resident attrition and fewer new residents resulted in reduced occupancy and revenues in 2020, occupancy and revenues began returning to pre-pandemic levels in 2021.

The extent to which COVID-19 impacts the operations and financial performance of the Community in the future will depend on the duration and severity of the pandemic and the broader effects on the national economy and the local economy in which the Community operates, the Community's ongoing ability to contain its impact and mitigate the effects on its residents, and continued government programs that provide funding in response to the pandemic. While these outcomes could affect the operating results and financial position of the Community, the Community's experience in addressing the challenges of COVID-19 to date, combined with the Community's liquidity (see footnote 10 for information regarding short and long-term investments) and ability to adjust capital expenditures and curtail discretionary operating expenses, have enabled the Community to mitigate the impact of COVID-19 on its operating results and cash flow to date.

Under the Coronavirus Aid, Relief, and Economic Security Act of 2020 ("CARES Act"), cash has been granted to the Community in the Public Health and Social Services Emergency Fund ("Provider Relief

Fund") program. During the years ended December 31, 2021 and 2020, the Community recognized in other revenue grants received from the Provider Relief Fund totaling $742,304 and $1,843,602, respectively, based on laws and regulations, as well as interpretations issued by the Department of Health and Human Services ("HHS"), governing the funding that was publicly available through December 31, 2021. These grants were made available to healthcare providers to reimburse for healthcare expenses or lost revenues attributable to COVID-19 which were not reimbursed from other sources, nor which other sources were obligated to reimburse. The funds received by the Community are subject to future audits and potential adjustment in future periods and may need to be repaid in whole or in part to the government.

Beyond the grants described above, the Community has recognized $429,435 and $0 of other revenue for grants received from other state and local government sources in response to pandemic relief efforts for the years ended December 31, 2021 and 2020, respectively.

In addition to government programs that provide direct funding relief, the CARES Act also allowed employers the ability to temporarily defer the employer portion of social security payroll taxes in 2020. As of December 31, 2020, the Community had deferred $1,586,337 of the employer portion of Social Security payroll taxes, half of which was repaid in the year ended December 31, 2021 and the remainder of which will become due on December 31, 2022.

2. Summary of Significant Accounting Policies

Basis of Presentation

The financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

Cash

GSV utilizes a controlled disbursement account that funds checks as they are presented for payment which may result in a book overdraft due to timing. There was no book overdraft as of December 31, 2021 and 2020.

Insurance

GSV participates in insurance plans which cover claims for employee health, professional and general liability, workers' compensation and property insurance.

Claims Reserve (insurance related)

Claims reserves are estimated accrued insurance liabilities for the employee health plan, professional and general liability and workers' compensation insurance plans. There are known claims and incidents that may result in the assertion of additional claims, as well as claims from unknown incidents that may be asserted arising from services provided. Claims incurred but not reported represent amounts accrued for the current year which were actuarially determined to be the amount of potential claim payments for events occurring prior to year-end, including excess amounts covered by reinsurance. The Community does not discount this liability.

Employee Health Plan

GSV participates in a self-funded employee health plan with other NSC communities that are managed by ESL. A specific stop loss policy has been purchased to reduce a portion of the plan risk. The specific stop loss reimbursement policy covers medical and prescription drug claims totaling more than $450,000 for the years ended December 31, 2021 and 2020, per member per calendar year. Symetra Life Insurance Company provides the excess coverage and reimburses the plan for amounts over the specific stop loss deductible. NSC participants in the plan share in the payment of claims within the deductible based on their percentage of participation in the plan.

For the years ended December 31, 2021 and 2020, expenses related to the employee health plan were $4,878,435 and $4,584,848 respectively, and are included in salaries, wages and benefits on the Statements of Operations. The liability for future health claims was $508,212 and $482,829 as of December 31, 2021 and 2020, respectively, and is included in claims reserve (insurance related) on the Balance Sheets.

Professional and General Liability Insurance
GSV participates in a high retention professional and general liability insurance plan with ESL and other communities managed by ESL. The program has a $2,000,000 per claim retention with a $4,000,000 professional and general liability retention aggregate. Continental Casualty Company ("CNA") provides the lead excess coverage. To the extent a participant incurs a loss, all participants will share in paying for that loss, subject to the retention and the aggregate limits.

For the years ended December 31, 2021 and 2020, expenses related to the professional and general liability plans were $377,408 and $310,419, respectively, and are included in insurance expense on the Statements of Operations. GSV follows the accounting policy of establishing reserves for all losses unpaid at the end of the year, including the excess amounts covered by CNA. These reserves have been established by management through consultation with actuaries and are recorded at the expected value to be paid. The liability for the anticipated payment for future professional and general liability claims was $592,447 and $633,693 as of December 31, 2021 and 2020, respectively, and is included in claims reserve (insurance related) on the Balance Sheets.

Workers' Compensation
GSV is covered by a commercial workers' compensation policy from the Arch Insurance Company. Deductible amounts per the policy are covered by a separate policy that limits the Community's exposure to their monthly premiums. For the years ended December 31, 2021 and 2020, expenses related to the workers' compensation plan were $545,943 and $723,364, respectively, and are included in salaries, wages and benefits on the Statements of Operations.

Property Insurance
GSV participates in a high deductible property insurance plan with ESL and other communities managed by ESL. The plan has a $500,000 deductible per occurrence. CNA provides the excess coverage. To the extent a participant incurs a loss, all participants will share in paying for that loss, subject to the deductible.

For the years ended December 31, 2021 and 2020, expenses related to the property insurance plan were $469,327 and $401,846, respectively, and are included in insurance expense on the Statements of Operations.

Concentration of Credit Risk
Financial instruments, which subject GSV to concentrations of credit risk, consist primarily of cash, cash equivalents and certificates of deposit. Cash and cash equivalents include overnight investment arrangements with banks and investments. Total deposits maintained at these institutions at times exceed the amount insured by federal agencies and therefore, bear a risk of loss. GSV has not experienced any losses on these funds.

Inventory
Inventory consists of food, personal protective equipment and other supplies which are recorded at the lower of cost or net realizable value using the first in, first out method.

Promissory Notes Receivable

Promissory notes receivable consist of short-term receivables from residents related to payment of the final installment of their entrance fee. Often, there is a timing difference between when the sale of a prospective resident's home will be finalized and the due date of the final installment on their resident entrance fee. In these cases, a short-term promissory note is issued by the resident. If the resident pays the note on or before the agreed upon due date, no interest is charged. If the resident does not pay the note by the agreed upon due date, interest may be charged from the day the note was issued through the date of payment. The promissory notes receivable balance was $6,904,800 and $5,312,766 as of December 31, 2021 and 2020, respectively.

Resident Capital Cash, Advance Deposits and Resident Entrance Fees

Residents are required to remit entrance fees, which vary in amount depending upon the unit to be occupied. Prospective residents are required to make certain installment payments prior to the final settlement of the given unit. These amounts are included in resident capital cash and advance deposits on the Balance Sheets. Timing differences may cause resident capital cash to not be equal to advance deposits.

Entrance fees on settled units are shown as resident entrance fees on the Balance Sheets and are reported net of amortization and spend down. In general, for each Residence and Care Agreement ("RCA") issued prior to the introduction of the 90% contracts discussed below, entrance fees are fully refundable when the unit has been vacated and released, all outstanding obligations of the resident have been paid, and the unit has been resettled and paid for by a new resident with a fee amount greater than or equal to the previous entrance fee amount.

The currently offered RCA's provide for a refundable amount of 90% of the total entrance fee and a 10% non-refundable portion ("90% contracts"). Eligibility for a refund under the 90% contracts is established when the RCA has terminated, the unit has been vacated and released, all outstanding obligations have been paid and funds are available in the Refund Account, which is the balance established to fund eligible resident refunds. The Refund Account is funded from new residents who have settled an independent living unit with a new 90% contract. The refunds are made in sequential order, based on when a former resident has met eligibility for a refund and funds are available in the Refund Account. The refund on these units is not tied to the resettlement of the former resident's specific unit. For the 90% contracts, when the unit is released the amount of the fully refundable portion of the resident entrance fee is reclassified from resident entrance fees, a non-current liability, to resident refunds payable, a current liability on the Balance Sheets. For all entrance fee refunds due under the previous RCA, the fee is reclassified when the former resident's unit is resettled.

The 10% non-refundable portion is treated as deferred revenue and amortized into revenue on a straight line basis over an 8.5 year period, which approximates the estimated average length of time a resident resides at the Community based on Community and industry data, or over a shorter period if the RCA is terminated sooner. Amortization of non-refundable resident entrance fees is included in revenue, gains and other support on the Statements of Operations. The amount of amortization related to the 10% non-refundable portion of the deposit was $1,733,444 and $1,673,412 for the years ended December 31, 2021 and 2020, respectively, and is included in amortization of non-refundable resident entrance fees on the Statements of Operations.

Entrance fees may be used to satisfy monthly fees if insufficient resident funds are available, resulting in a spend down of the resident's entrance fees. The amounts charged to spend down are subsequently recovered by the Community through a reduction of the amounts refunded to the resident when they leave the Community and any required refund is made. Residents' final bills are also charged to spend down which reduces the amount of their refundable entrance fee under the terms of the RCA. For the years ended December 31, 2021 and 2020, spend down activity to offset monthly charges was $3,241,471 and $3,975,548, respectively. The net decrease/(increase) in total spend down (spend down charges offset by recoveries) for the years ended December 31, 2021 and 2020 was $254,446 and $(287,946), respectively.

The composition of resident entrance fees, net, was as follows as of December 31:

	2021	2020
Fully refundable contracts		
Resident entrance fees	$ 157,932,000	$ 193,632,200
Less: Accumulated amortization	(19,699,035)	(23,116,135)
90% Contracts		
Resident entrance fees		
90% refundable portion	334,922,889	297,226,569
10% non-refundable portion	38,454,810	34,408,730
Less: Accumulated amortization	(30,889,922)	(28,323,779)
Less: Spend down	(7,775,704)	(8,030,150)
Resident entrance fees, net	$ 472,945,038	$ 465,797,435

Limited Use Cash, Cash Equivalents and Investments
GSV has restricted cash equivalents (insurance related), resident capital cash, certificates of deposit (insurance related), restricted funds (bond related), beneficial interest in gift annuities, beneficial interest in National CCRC Statutory Tier IV Trust, funds with donor restrictions, and funds held for residents that are comprised of cash, cash equivalents and investments, stated at fair market value. Income related to limited use cash, cash equivalents and investments is included in investment return, net, on the Statements of Operations.

The following table provides a reconciliation of cash and restricted cash and cash equivalents reported within the Balance Sheets that sum to the total of the same amounts shown in the Statements of Cash Flows as of December 31:

	2021	2020
Cash	$ 3,446,979	$ 5,055,216
Restricted cash equivalents (insurance related)	370,629	179,355
Resident capital cash and cash equivalents	6,091,523	6,776,903
Restricted funds (bond related)	2,669,272	534,840
Funds with donor restrictions	381,655	—
Funds held for residents	376,316	—
Cash and restricted cash and cash equivalents	$ 13,336,374	$ 12,546,314

Amounts included in restricted cash equivalents (insurance related) represent amounts required to be set aside by a contractual agreement with an insurer for the payment of general and professional liability claims. Restricted cash included in resident capital cash represents amounts required to be set aside until the unit settles. Restricted cash included in restricted funds (bond related) is required per the bond agreements. Amounts included in funds with donor restrictions and funds held for residents include cash that has been contributed to funds but not yet invested.

Charitable Gift Annuities
GSV has been named the beneficiary in charitable gift annuities entered into by the residents with certain gift annuity foundations. As such, GSV has recorded an asset and contribution revenue for their beneficial interest in the annuities. Changes in the fair market value of the annuity are recognized as changes in the value of the charitable gift annuities within net assets with donor restrictions in the year in which they occur. For the years ended December 31, 2021 and 2020, the change in the estimated fair value was insignificant. The discount rate used to compute the present

value of the beneficial interest is the rate of return a market participant would expect to receive. The balance in beneficial interest in gift annuities was $83,693 and $83,693 as of December 31, 2021 and 2020, respectively.

National CCRC Business Trust I

GSV began investing in the National CCRC Business Trust I ("Business Trust") in April 2012. The Business Trust was established by NSC to invest excess cash of its supported organizations in order to achieve long-term investment goals. NSC serves as the Trustee and has the executive management and control of the funds within the Business Trust. The Trustee invests with The Vanguard Group, Inc. and its group of registered mutual funds to limit the costs and fees incurred by the Business Trust. The Trustee has the power to conduct, operate and carry on the business of the pooled investments fund, which includes buying, holding and selling securities on behalf of the Business Trust. Redemptions from the Business Trust are permitted quarterly upon 90 calendar days' advance notice and take place as of the last business day each calendar quarter after the month end net asset value is established. There are no current designations on the assets held within the Business Trust, therefore the funds are not considered limited use. The investments held within the Business Trust are accounted for by the Community under the equity method of accounting. The Business Trust uses the net asset value per share multiplied by the number of shares held by GSV to determine GSV's share of the net assets held within the Business Trust.

GSV's investment activity related to the Business Trust was as follows as of and for the years ended December 31:

	Business Trust	
	2021	2020
Shares owned	10,482,404	10,334,693
Value of investment	$ 253,256,887	$ 227,806,463
Contributions made	3,500,000	17,750,000
Distributions received	—	(8,000,000)
Change in beneficial interest	21,950,424	29,025,760

GSV began investing a portion of its funds with donor restrictions, designated for the Scholars Fund, in the Business Trust in 2012. The Scholars Fund of GSV's investment activity related to the Business Trust was as follows as of and for the years ended December 31:

	Business Trust	
	2021	2020
Shares owned	127,068	127,068
Value of investment	$ 3,069,975	$ 2,800,935
Change in beneficial interest	269,040	380,418

Condensed financial statements and related information of the Business Trust as of December 31 are as follows:

	Business Trust	
	2021	2020
Assets	$ 1,133,309,018	$ 985,063,548
Liabilities	92,217	70,541
Net assets	1,133,216,801	984,993,007
Net asset value per share	24.16	22.04
Net investment income	47,184,491	32,103,187
Realized and unrealized gain from investments	48,039,303	96,520,557
Net increase in net assets	95,223,794	128,623,744

National CCRC Statutory Tier IV Trust

To help achieve the vision and fulfill the mission of NSC, NSC formed and maintains a long-term mission related investment portfolio ("Mission Related Investment"), the National CCRC Statutory Tier IV Trust ("Tier IV Trust"). This investment portfolio serves as a pooled investment vehicle for the investment of certain investable cash by the communities for which NSC serves as the member. The primary objective of NSC, serving as Trustee, is to ultimately grow or otherwise support the mission of NSC by managing and directing the investments made by the communities in the Tier IV Trust. Prior to an investment in a Mission Related Investment, the cash will be held with the primary objective of preserving capital as an "Interim Investment." If during a fiscal year the Tier IV Trust receives distributions of cash attributable to Interim Investments, the Tier IV Trust shall distribute that cash to the shareholders by May 15 following the end of the fiscal year. No cash distributions attributable to Interim Investments were received for the years ended December 31, 2021 and 2020. Cash held within the Tier IV Trust will, under normal circumstances, typically be considered as temporary portfolio holdings, to be used for Tier IV Trust liquidity needs or to facilitate an investment in a Mission Related Investment.

Funds in the Tier IV Trust are limited to use as determined by the Trustee. NSC, as the Trustee, has the executive management and control of the funds within the Tier IV Trust, which include fixed income funds (i.e. the Interim Investments) as of December 31, 2021. The Trustee currently invests with The Vanguard Group, Inc. and its group of registered mutual funds to limit the costs and fees incurred by the Tier IV Trust. The Trustee has the power to conduct, operate and carry on the business of the pooled investments fund, which includes buying, holding and selling securities on behalf of the Tier IV Trust. Redemptions from the Tier IV Trust are approved at the discretion of the Trustee. Although no such investments have been identified, future investments could be made in non-traditional illiquid assets or non-marketable securities and therefore, reduce the ability of the Trustee to quickly redeem these investments.

GSV began investing in the Tier IV Trust in December 2020. The investments held within the Tier IV Trust are accounted for by the Community under the equity method of accounting. The Tier IV Trust uses the net asset value per share multiplied by the number of shares held by GSV to determine GSV's share of the net assets held within the Tier IV Trust.

GSV's investment activity related to the Tier IV Trust was as follows as of and for the year ended December 31:

	Tier IV Trust	
	2021	2020
Shares owned	653,209	325,000
Value of investment	$ 6,448,840	$ 3,240,160
Contributions made	3,250,000	3,250,000
Distributions received	—	—
Change in beneficial interest	(41,320)	(9,840)

Condensed financial statements and related information of the Tier IV Trust as of December 31 are as follows:

	Tier IV Trust	
	2021	2020
Assets	$ 19,902,233	$ 10,003,423
Liabilities	59,647	33,700
Net assets	19,842,586	9,969,723
Net asset value per share	9.87	9.97
Net investment income/(loss)	113,780	(33,292)
Realized and unrealized (loss)/gain from investments	(240,917)	3,015
Net decrease in net assets	(127,137)	(30,277)

Property and Equipment, Net
Property and equipment are recorded at cost and are depreciated using the straight-line method over the estimated useful lives of 3 to 40 years. Improvements to property and equipment that substantially extend the useful life of the asset are capitalized. Repair and maintenance costs are expensed as incurred. Gains or losses on the disposition of property and equipment are recorded at the time of the disposition.

The useful lives of property and equipment are as follows:

	Useful Life
Land improvements	15
Building and building improvements	7 - 40
Furniture and fixtures	7
Equipment and vehicles	3 - 5

Deferred Financing Costs
Financing costs incurred in connection with the issuance of Retirement Community Revenue Bonds by the Virginia Small Business Financing Authority are included in bonds payable, net of current portion on the Balance Sheets. These costs are being amortized over the term of the related bond issues using the straight-line method which approximates the effective interest rate method.

Valuation of Long-Lived Assets
The Community accounts for the valuation of long-lived assets under the guidance for *Accounting for the Impairment or Disposal of Long-Lived Assets*. This guidance requires that long-lived assets be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of the long-lived asset is measured by a comparison of the carrying amount of the asset to future undiscounted net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be

recognized is measured by the amount by which the carrying amount of the assets exceeds the estimated fair value of the assets. Assets to be disposed of are reportable at the lower of the carrying amount or fair value, less costs to sell. Management has reviewed the valuation of long-lived assets and has determined that no events of impairment occurred for the years ended December 31, 2021 and 2020.

Lease Accounting
The Community evaluates whether a contract is or contains a lease at the inception of the contract. Upon lease commencement, the date on which a lessor makes the underlying asset available to the Community for use, the Community classifies the lease as either an operating or finance lease. Most of the Community's equipment leases are classified as operating leases.

The Community, as lessee, recognizes a right of use asset and lease liability on the Community's Balance Sheets for its operating and finance leases as of the lease commencement date. A right of use asset represents the Community's right to use an underlying asset for the lease term while the lease liability represents an obligation to make lease payments measured on a discounted basis. Options to extend a lease are factored into the measurement of the lease liability when it is reasonably certain that the Community will exercise the option. For the Community's leases where the rate implicit in the lease is not readily available, the Community utilizes its estimated incremental borrowing rate in determining the present value of lease payments based on information available at commencement of the lease, which reflects the fixed rate at which the Community could borrow a similar amount for the same term on a collateralized basis. Right of use assets are measured at an amount equal to the initial lease liability, plus any prepaid lease payments (less any incentives received, such as reimbursement for leasehold improvements) and initial direct costs, at the lease commencement date. Leases with an initial term of 12 months or less are not recorded on the Community's balance sheets and instead are recognized as lease expense as incurred. The Community has lease agreements with lease and non-lease components, and as a practical expedient has elected to account for lease and non-lease components together as a single combined lease component for real estate and equipment leases, from both a lessee and lessor perspective.

For operating leases, lease expense is recognized on a straight-line basis over the lease term and is included in total expenses on the Statements of Operations. The right of use asset is generally reduced each period by an amount equal to the difference between the operating lease expense and the amount of interest expense on the lease liability utilizing the effective interest method. For finance leases, the Community recognizes interest expense on the lease liability utilizing the effective interest method. Additionally, the right of use asset is generally amortized to depreciation and amortization expense on a straight-line basis over the lease term, unless the lease contains an option to purchase the underlying asset that the Community is reasonably certain to exercise, in which case the asset is depreciated over the useful life of the underlying asset.

For leases qualifying for the short-term lease exemption, the Community recognizes lease payments on a straight-line basis over the lease term and variable lease payments are expensed as incurred. These expenses are included as components of total expenses on the Statements of Operations.

Refer to the Community's revenue recognition policy for discussion of the accounting policy for residency agreements, which include the lease of an asset.

The Community is also a lessor of space leased to third parties, and recognizes sublease income on a straight-line basis over the lease term in other revenue on the Statements of Operations.

Compensated Absences
GSV records a liability for amounts due to employees for future absences that are attributable to services performed in the current and prior periods, which is included in accounts payable and

accrued expenses on the Balance Sheets. The expenses related to these absences are included in salaries, wages and benefits on the Statements of Operations.

Net Assets (Deficit)
To account for donor-imposed restrictions placed on the use of resources, net assets (deficit) are classified as follows:

Without Donor Restrictions
Net assets (deficit) without donor restrictions represent resources that are not restricted by donor-imposed stipulations, including funds of $253,256,887 and $227,806,463 invested in the Business Trust as of December 31, 2021 and 2020, respectively. They are available for the support of all Community operations and services. Net assets (deficit) without donor restrictions are free of donor imposed restrictions and include all revenue, expenses, gains and losses that are not changes in net assets (deficit) with donor restrictions.

With Donor Restrictions
Net assets with donor restrictions represent contributions and other inflows of assets whose use is limited by donor-imposed stipulations. These restrictions may or may not expire by the passage of time or by the fulfillment of certain actions pursuant to those stipulations.

Capital Contribution to Related Organization
The Community renewed its agreement with NSC ("Affiliation Agreement") in 2020. Pursuant to the Affiliation Agreement, the Community may make a contribution to the Mission Fund to be used as approved by the NSC Board for the benefit of one or more of its communities or to support NSC's corporate purposes or charitable mission.

Excess of Revenue Over Expenses
The Statements of Operations include excess of revenue over expenses, which includes all revenue and expenses that are an integral part of the Community's activities.

Revenue Recognition

Resident occupancy revenue

Resident occupancy revenue is reported at the amount that reflects the consideration the Community expects to receive in exchange for the services provided. These amounts are due from residents or third-party payers and include variable consideration for retroactive adjustments, if any, under reimbursement programs. Performance obligations are determined based on the nature of the services provided. Resident occupancy revenue is recognized as performance obligations are satisfied.

Under the Community's RCA's, which are generally for the resident's lifetime, but can be terminated at any time by the resident with 60 days' notice, the Community provides continuing care services to residents for a stated daily or monthly fee. The Community recognizes revenue for continuing care services under the RCA for independent living in accordance with the provisions of ASC 842, *Leases* ("ASC 842"). The Community recognizes revenue for assisted living services, skilled nursing residency and care, memory care residency and therapy services in accordance with the provisions of ASC 606, *Revenue from Contracts with Customers* ("ASC 606"). The Community has determined that the continuing care services included under the daily or monthly fee have the same timing and pattern of transfer and are a series of distinct services that are considered one performance obligation, which is satisfied over time.

The independent living portion of resident occupancy revenue that qualified under the provisions of the lease guidance was $45,343,016 and $46,406,643 for the years ended December 31, 2021 and 2020, respectively.

The Community determines the transaction price based on standard charges for continuing care services provided, reduced by contractual adjustments (explicit price concessions) provided to third-party payers where applicable. The Community estimates contractual adjustments and discounts based on contractual agreements and historical experiences. The Community evaluates a resident's ability to pay for provided services through an assessment of their available assets, future sources of revenue and the security of their entrance fee at the time of entrance to the Community. Through this evaluation, the Community has determined that it does not offer implicit price concessions. The lack of implicit price concessions is considered in estimating the transaction price billed to residents and the amounts the Community expects to collect based on its collection history with those residents. Residents who meet the Community's criteria for charity care are provided care without charge or at amounts less than established rates. Such amounts determined to qualify as charity care are not reported as revenue.

Agreements with third-party payers typically provide for payments at amounts less than established charges. A summary of the payment arrangements with major third-party payers follows:

> Medicare: Certain nursing care services are paid at prospectively determined rates based on clinical, diagnostic and other factors. Other services are paid based on cost-reimbursement methodologies subject to certain limits.
>
> Medicaid: Reimbursements for Medicaid services are generally paid at prospectively determined rates per occasion of service, or per covered member.
>
> Other: Payment agreements with certain commercial insurance carriers, health maintenance organizations, and preferred provider organizations provide for payment using prospectively determined rates per discharge, discounts from established charges, and prospectively determined rates.

Generally, residents who are covered by third-party payers are responsible for related deductibles and coinsurance which vary in amount. Management estimates the transaction price for residents with deductibles and coinsurance and from those who are uninsured based on historical experience and current market conditions. The initial estimate of the transaction price is determined by reducing the standard charge by any contractual adjustments. Subsequent changes to the estimate of the transaction prices are generally recorded as adjustments to resident occupancy revenue or ancillary fees in the period of the change. These changes to estimates that were recorded in the subsequent period were insignificant for the years ended December 31, 2021 and 2020. Subsequent changes that are determined to be the results of an adverse change in a payer's ability to pay are recorded as a reduction to revenue and were not significant for the years ended December 31, 2021 and 2020.

Ancillary fees

Ancillary fees, which include nursing and aide services, pharmacy charges, housekeeping, dining room sales and other services provided to the residents of the Community, are reported at the amount that reflects the consideration to which the Community expects to be entitled in exchange for providing these services. The Community recognizes revenue for these ancillary services in accordance with the provisions of ASC 606. Each service provided under the contract is capable of being distinct, therefore, the services are considered individual and separate performance obligations, which are satisfied as services are provided, and revenue is recognized as services are provided.

Disaggregation of Revenue

The Community disaggregates its revenue from contracts with customers by payer source as well as the main lines of business, as the Community believes it best depicts how the nature, amount, timing, and uncertainty of its revenue and cash flows are affected by economic factors. See details in the tables below.

The composition of resident occupancy revenue by payer and level of care was as follows for the years ended December 31:

2021	Independent living	Assisted living	Skilled nursing and other	Memory care	Total
Private pay	$ 45,343,016	$ 11,629,801	$ 4,629,266	$ 4,857,301	$ 66,459,384
Medicare and Medicaid	—	—	3,859,163	—	3,859,163
Third party	—	—	530,539	—	530,539
Total resident occupancy revenue	$ 45,343,016	$ 11,629,801	$ 9,018,968	$ 4,857,301	$ 70,849,086

2020	Independent living	Assisted living	Skilled nursing and other	Memory care	Total
Private pay	$ 46,406,643	$ 11,717,367	$ 7,441,586	$ 4,920,124	$ 70,485,720
Medicare and Medicaid	—	—	4,238,959	—	4,238,959
Third party	—	—	446,709	—	446,709
Total resident occupancy revenue	$ 46,406,643	$ 11,717,367	$ 12,127,254	$ 4,920,124	$ 75,171,388

The composition of ancillary fees by payer and level of care was as follows for the years ended December 31:

2021	Independent living	Assisted living	Skilled nursing and other	Memory care	Total
Private pay	$ 3,061,632	$ 117,043	$ 4,757,007	$ 22,167	$ 7,957,849
Medicare and Medicaid	—	—	1,357,788	—	1,357,788
Third party	101,937	—	728,613	—	830,550
Total ancillary fees	$ 3,163,569	$ 117,043	$ 6,843,408	$ 22,167	$ 10,146,187

2020	Independent living	Assisted living	Skilled nursing and other	Memory care	Total
Private pay	$ 2,739,475	$ 138,635	$ 5,246,177	$ 16,485	$ 8,140,772
Medicare and Medicaid	—	—	1,341,520	—	1,341,520
Third party	21,902	—	644,167	—	666,069
Total ancillary fees	$ 2,761,377	$ 138,635	$ 7,231,864	$ 16,485	$ 10,148,361

Income Taxes

GSV is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code and the applicable state income tax regulations. Management has evaluated GSV's tax positions and has concluded that GSV has taken no uncertain tax positions that would require recognition or disclosure in the financial statements.

Estimates

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

Interest Rate Swap

GSV follows accounting guidance on derivative financial instruments that is based on whether the derivative instrument meets the criteria for designation as cash flow or fair value hedges. The criteria for designating a derivative as a hedge includes the assessments of the instrument's effectiveness in risk reduction, matching of the derivative instrument to its underlying transactions, and the assessment of the probability that the underlying transaction will occur. GSV's derivative financial instrument is an interest rate swap agreement without hedge accounting designation.

The value of the interest rate swap agreement entered into by GSV is adjusted to market value quarterly at the close of the accounting period based upon quotations from market makers. The change in market value, if any, is recorded in the Statements of Operations. Entering into an interest rate swap agreement involves, to varying degrees, elements of credit, default, prepayment, market and documentation risk in excess of the amounts recognized on the Balance Sheets. Such risks involve the possibility that there will be no liquid market for these agreements, the counterparty to these agreements may default on its obligation to perform and there may be unfavorable changes in interest rates. GSV does not hold derivative instruments for the purpose of managing credit risk and enters into derivative transactions with high quality counterparties. GSV recognizes gains and losses from the changes in fair values of the interest rate swap agreement within the performance indicator excess of revenue over expenses on the Statements of Operations.

Recently Adopted Accounting Pronouncements

In August 2018, the FASB issued ASU 2018-13, *Fair Value Measurement (Topic 820): Disclosure Framework-Changes to the Disclosure Requirements for Fair Value Measurement* ("ASU 2018-13"). ASU 2018-13 is intended to improve the effectiveness of disclosure requirements on fair value measurement. Amongst other changes, ASU 2018-13 removes: i) the requirement to disclose the amounts and reasons for transfers between Level 1 and Level 2, ii) the requirement to disclose the policy for timing of transfers between levels of the fair value hierarchy, iii) disclosure of the valuation processes for Level 3 fair value measurements, and iv) the requirement for nonpublic entities to disclose the changes in unrealized gains and losses included in earnings for recurring Level 3 fair value measurements held at the end of the reporting period. In addition, ASU 2018-13 modifies the disclosure requirements to: i) allow nonpublic companies to disclose transfers into and out of Level 3 and purchases and issues of Level 3 assets and liabilities as an alternative to reconciling the opening balances to the closing balances of recurring Level 3 fair value measurements, and ii) require disclosure for investments in certain entities that calculated net asset value of the timing of liquidation of an investee's assets and the date redemption might lapse only if the investee has communicated the timing to the entity or announced the timing publicly. ASU 2018-13 is effective for fiscal years, and interim periods with those fiscal years, beginning after December 15, 2019 with early adoption permitted. The Community adopted this guidance beginning with fiscal year ended December 31, 2020. The impact of this guidance did not have a material effect on the Community's financial statements. Refer to footnote 7.

Recently Issued Accounting Pronouncements

In March 2020, the FASB issued ASU 2020-04, *Reference Rate Reform* ("Topic 848"). This guidance provides relief from the application of certain contract modification guidance during the transition to alternative reference rates, including LIBOR. Optional expedients are provided for contract modification that replace a reference rate affected by reference rate reform and related contemporaneous modifications, including prospective contract modifications for debt contracts. Exceptions are provided for changes to the critical terms of a hedging relationship due to reference rate reform. Expedients are provided for cash flow hedging relationships and fair value hedging relationships. These provisions are available from March 12, 2020 until December 31, 2023. The Community is currently evaluating the effect of reference rate reform on its contracts.

In June 2016, the FASB issued Accounting Standards Update ("ASU") 2016-13, *Financial Instruments – Credit Losses: Measurement of Credit Losses on Financial Instruments*. The current standard delays the recognition of a credit loss on a financial asset until the loss is probable of occurring. The new standard removes the requirement that a credit loss be probable of occurring for it to be recognized, and requires entities to use historical experience, current conditions, and reasonable and supportable forecasts to estimate their future expected credit losses. The standard is required to be applied using the modified retrospective approach with a cumulative-effect adjustment to net assets, if any, upon adoption. ASU 2016-13 is effective for the Community for fiscal years beginning after December 15, 2022. The Community is currently evaluating the impact of this update on the financial statements.

3. Leases

The Community has operating and finance leases for certain equipment used in the operation of the Community. Equipment leases contain fixed monthly lease payments, and in some circumstances annual rent escalators. The future minimum lease payments recognized on the balance sheets include fixed payments and any variable payments utilizing an index or rate known on the lease commencement date. These lease arrangements are generally for terms of one to three years and may contain an option to renew for one to two additional years. Generally, the Community does not consider any additional renewal periods to be reasonably certain of being exercised, as comparable equipment could be identified within the same area for comparable lease rates.

The Community's total lease cost associated with its leases was as follows for the years ended December 31:

	2021	2020
Finance lease cost		
Amortization of right of use assets	$ 58,782	$ 56,055
Interest on lease liabilities	1,831	3,557
Operating lease cost	$ 4,292	$ 254,702
Short-term lease cost	—	98,271
Total lease cost	$ 4,292	$ 352,973

The supplemental balance sheet information related to leases was as follows as of December 31:

	2021	2020
Operating		
Lease right of use assets	$ —	$ 4,222
Lease liabilities		
Other current liabilities	$ —	$ 3,678
Other non-current liabilities	—	544
Total operating lease liabilities	$ —	$ 4,222
Finance		
Property and equipment, net	$ 117,564	$ 176,346
Lease liabilities		
Other current liabilities	$ 59,239	$ 57,387
Other non-current liabilities	59,239	120,329
Total finance lease liabilities	$ 118,478	$ 177,716

The weighted-average discount rate and weighted-average remaining lease term of the Community's operating and finance leases was as follows as of December 31:

	2021	2020
Weighted average discount rate		
Operating	2.73%	2.73%
Finance	1.96%	1.96%
Weighted average remaining lease term (in years)		
Operating	—	2.17
Finance	2.04	3.04

As of December 31, 2021, the future payments due under operating and finance leases were:

	Operating	Finance
2022	$ —	$ 60,363
2023	—	60,363
2024	—	1,414
2025	—	—
2026	—	—
Years thereafter	—	—
Total future minimum lease payments	—	122,140
Less: Amount representing interest	—	(3,662)
Lease liabilities recognized	$ —	$ 118,478

In addition, the Community has leased space to various vendors who provide services to the residents as an accommodation. These agreements have terms from 1 to 5 years and most are for a fixed monthly rate; however, some do include a variable component in the final monthly price.

The future payments to be received under current operating lease agreements where the Community is the lessor (including resident contracts for Independent Living units) as of December 31, 2021 were approximately $45.7 million in each of the next five years.

4. Property and Equipment, Net

Property and equipment, net, consisted of the following as of December 31:

	2021	2020
Land and land improvements	$ 23,379,220	$ 23,328,986
Building and building improvements	501,595,918	487,172,453
Furniture and fixtures	973,993	2,154,658
Equipment and vehicles	24,654,428	25,699,428
	550,603,559	538,355,525
Less: Accumulated depreciation	(234,337,543)	(226,349,263)
	316,266,016	312,006,262
Open projects	21,938,984	29,659,627
Total property and equipment, net	$ 338,205,000	$ 341,665,889

Depreciation expense was $25,440,455 and $23,889,917 for the years ended December 31, 2021 and 2020, respectively. For the years ended December 31, 2021 and 2020, GSV disposed of assets totaling $17,452,175 and $447,684, respectively. There were gains of $4,187 and $0 related to these disposals for the years ended December 31, 2021 and 2020, respectively.

5. Management and Marketing Agreement

On April 30, 2010, GSV and ESL entered into a Management and Marketing Agreement. ESL will provide management and marketing services to GSV during the term of this agreement in exchange for a management fee and allocation of certain costs to the Community as discussed below. The agreement has been amended various times since inception, including on April 30, 2020; this current agreement expires on April 30, 2035. The management fee includes a Base Fee, which increases annually by the increase in the Consumer Price Index for the Baltimore-Towson Metropolitan Statistical Area and a monthly Incentive Fee, which may not exceed 25% of the applicable Base Fee, based on the applicable percentage of the total actual occupancy fees over the applicable Base Fee. Management fees for the years ended December 31, 2021 and 2020 were $3,358,015 and $3,505,589, respectively.

The direct and shared costs allocated to GSV by ESL for the years ended December 31, 2021 and 2020 were $7,527,342 and $7,072,702, respectively, and are included in professional and contracted services and salaries, wages and benefits on the Statements of Operations. Direct and shared costs include salaries and benefits for management personnel and the use of services such as finance, legal, human resources, information systems, and operations.

6. Defined Contribution Plan

GSV maintains a defined contribution plan for GSV employees meeting certain eligibility requirements. Eligible employees may contribute up to 50% of their salary subject to the maximum allowed by the Internal Revenue Code on a pretax basis. GSV may make discretionary contributions to the plan equal to a percentage of the participant's elective deferrals. Total expense recognized by GSV was $985,843 and $628,208 for the years ended December 31, 2021 and 2020, respectively, and is included in salaries, wages and benefits on the Statements of Operations.

7. Fair Value of Financial Instruments

The fair value measurement standard establishes measurement criteria and a hierarchy for ranking the quality and reliability of the information used to determine fair values. Fair value is a market-based measurement that defines the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants. The standard requires that assets and liabilities carried at fair value be classified and disclosed in one of the following three categories:

Level 1: Unadjusted quoted market prices in active markets for identical assets or liabilities.

Level 2: Unadjusted quoted prices in active markets for similar assets or liabilities, unadjusted quoted prices for identical or similar assets or liabilities in markets that are not active, or inputs other than quoted prices that are observable for the asset or liability.

Level 3: Unobservable inputs for the asset or liability.

The financial instrument's categorization within the hierarchy is based upon the lowest level of input that is significant to the fair value measurement. Each of the financial instruments below was valued utilizing the market approach.

The following table summarizes the valuation of GSV's financial instruments by the above pricing levels as of:

	December 31, 2021			
	Unadjusted Quoted Market Prices (Level 1)	Significant Other Observable Inputs (Level 2)	Unobservable Inputs (Level 3)	Total Fair Value
Current assets				
Short-term investments				
Money market funds	$ 202,252	$ —	$ —	$ 202,252
Fixed income securities	—	3,527,417	—	3,527,417
U.S. agency securities	—	172,705	—	172,705
Equity securities	4,462,984	—	—	4,462,984
Restricted cash equivalents (insurance related)				
Money market funds	370,629	—	—	370,629
	$ 5,035,865	$ 3,700,122	$ —	$ 8,735,987
Non-current assets				
Limited use cash, cash equivalents and investments				
Resident capital cash				
Cash	$ 6,091,523	$ —	$ —	$ 6,091,523
Certificates of deposit (insurance related)	—	40,160	—	40,160
Restricted funds (bond related)				
Money market funds	2,669,272	—	—	2,669,272
Beneficial interest in gift annuities	—	—	83,693	83,693
Funds with donor restrictions				
Cash	381,655	—	—	381,655
Fixed income securities	427,710	—	—	427,710
Equity securities	330,641	—	—	330,641
Funds held for residents				
Cash	376,316	—	—	376,316
Interest rate swap agreement	—	1,184,527	—	1,184,527
	$ 10,277,117	$ 1,224,687	$ 83,693	$ 11,585,497

	December 31, 2020			
	Unadjusted Quoted Market Prices (Level 1)	Significant Other Observable Inputs (Level 2)	Unobservable Inputs (Level 3)	Total Fair Value
Current assets				
Short-term investments				
Cash	$ 778	$ —	$ —	$ 778
Money market funds	165,885	—	—	165,885
Fixed income securities	—	3,339,430	—	3,339,430
U.S. agency securities	—	150,090	—	150,090
Equity securities	4,044,780	—	—	4,044,780
Restricted cash equivalents (insurance related)				
Money market funds	179,355	—	—	179,355
	$ 4,390,798	$ 3,489,520	$ —	$ 7,880,318
Non-current assets				
Limited use cash, cash equivalents and investments				
Resident capital cash				
Cash	$ 6,776,903	$ —	$ —	$ 6,776,903
Certificates of deposit (insurance related)	—	40,160	—	40,160
Cash				
Restricted funds (bond related)				
Money market funds	534,840	—	—	534,840
Beneficial interest in gift annuities	—	—	83,693	83,693
Funds with donor restrictions				
Cash	2,991,256	—	—	2,991,256
Fixed income securities	426,759	—	—	426,759
Equity securities	285,694	—	—	285,694
Funds held for residents				
Cash	616,314	—	—	616,314
Interest rate swap agreement	—	178,893	—	178,893
	$ 11,631,766	$ 219,053	$ 83,693	$ 11,934,512

Cash and Money Market Funds

These investments are carried at amortized cost which approximates fair value. These investments are considered Level 1 investments because they use unadjusted quoted market prices in active markets for identical assets or liabilities.

Certificates of Deposit

Certificates of deposit have original maturities of more than three months and are considered short-term investments. These investments are carried at amortized cost which approximates fair value. Computed prices and frequent evaluation versus market value render the certificates of deposit a Level 2 investment.

Fixed Income Securities and Equity Securities (Level 1)

These investments are actively traded on a primary exchange and are valued at the last sale price on the security's primary exchange, which renders them a Level 1 investment. The fair market value of these securities fluctuates with the underlying stock price. Significant changes in the stock price of the underlying equity are analyzed and any other-than-temporary impairments are recorded upon determination.

Fixed Income Securities (Level 2)
These investments are not actively traded on a primary exchange which renders them a Level 2 investment. These investments fluctuate in value based upon changes in the interest rates. Significant changes in the credit quality of the underlying entity are analyzed and any other-than-temporary impairments are recorded upon determination.

U.S. Agency Securities
For investments in U.S. agency securities, fair value is based on the average of the last reported bid or ask prices which renders them a Level 2 investment. These investments fluctuate in value based upon changes in interest rates.

Interest Rate Swaps
GSV measures the interest rate swaps at fair value on a recurring basis. The interest rate swap agreements are valued using a pricing service at net present value. These evaluated prices render these instruments Level 2 investments. The fair value of the swap agreements will change as long-term interest rates fluctuate over time. See footnote 8.

Beneficial Interest in Gift Annuities
The fair value of the beneficial interest in gift annuities is based on the present value of the estimated future cash flows to the Community. This investment is considered a Level 3 investment due to the requirement of an actuarial analysis to properly value the assets. These investments are not actively traded nor do they contain observable inputs that would assist in a regularly occurring valuation.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair value. Furthermore, while GSV believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different estimate of fair value as of the reporting date.

8. Bonds Payable and Interest Rate Swap

The Community's debt was comprised of the following as of December 31:

	2021	2020
Virginia Small Business Financing Authority, The Obligated Group of National Senior Communities, Inc., Series 2020A, Truist Bank, tax-exempt, fixed rate, final maturity January 1, 2051	$ 59,684,916	$ 59,684,916
Virginia Small Business Financing Authority, The Obligated Group of National Senior Communities, Inc., Series 2020B drawdown bonds, STI Institutional & Government, Inc., tax-exempt, variable rate, due October 15, 2035	15,107,357	2,671,502
Subtotal	$ 74,792,273	$ 62,356,418
Less: Current portion	(1,385,044)	—
Less: Deferred financing costs, net	(713,917)	(772,456)
Add: Bond premium	5,335,080	5,982,214
Bonds payable, net of current portion	$ 78,028,392	$ 67,566,176

The Series 2014 Bonds
In October 2014, at the request of GSV, the Fairfax County Economic Development Authority (the "Authority") issued its Retirement Community Refunding Revenue Bonds (Greenspring Village, Inc. Facility) Series 2014 in the aggregate principal amount of $25,630,000 (the "Series 2014 Bonds"). The Authority issued the Bonds and provided the Loan to GSV, made from Bond Proceeds, which Bond Proceeds were delivered by the purchaser, STI Institutional & Government, Inc. ("STING"). The Series 2014 Bonds were issued in the aggregate principal amount as direct placements with STING

with the same maturity and repayment schedule as the original bonds. The Series 2014 Bonds were extinguished through the refinancing of debt and the issuance of the Series 2020 Obligated Group bonds discussed below.

The Series 2016 Bonds

In October 2016, at the request of GSV, the Authority issued its Retirement Community Refunding Revenue Bonds (Greenspring Village, Inc. Facility) Series 2016 in the aggregate principal amount of $25,540,000 (the "Series 2016 Bonds"). The Authority issued the Bonds and provided the Loan to GSV, made from Bond Proceeds, which Bond Proceeds were delivered by the purchaser, STI Institutional & Government, Inc. ("STING"). The Series 2016 Bonds were issued in the aggregate principal amount as direct placements with STING with the same maturity, but different repayment schedule as the original bonds. The Series 2016 Bonds were extinguished through the refinancing of debt and the issuance of the Series 2020 Obligated Group bonds.

Obligated Group of National Senior Communities, Inc.

The Obligated Group of National Senior Communities, Inc. (the "Obligated Group", formerly known as the Obligated Group of National Senior Campuses, Inc.) consists of Ann's Choice, Inc., Brooksby Village, Inc., Cedar Crest Village, Inc., Greenspring Village, Inc. and Seabrook Village, Inc. (each a "Member" and collectively, the "Obligated Group Members"). The Obligated Group Members are jointly and severally liable for all Obligated Group indebtedness through a claim on and a security interest in all of the receipts and in certain Pledged Assets as established by the Master Trust Indenture ("MTI"). Pursuant to the MTI, the Obligated Group is required to achieve a minimum Historical Debt Service Coverage Ratio of 1.2 and 120 Days' Cash On Hand for each fiscal year.

In October 2020, at the request of the Obligated Group, the Virginia Small Business Financing Authority issued its Revenue Bonds (The Obligated Group of National Senior Communities, Inc.) Series 2020A and Series 2020B Bonds (the "Series 2020A Bonds" and the "Series 2020B Bonds"). Concurrently, the Obligated Group also obtained a taxable loan from Truist Bank (the "2020 Taxable Loan"). The Series 2020A and Series 2020B Bonds, together with the 2020 Taxable Loan are referred to as the 2020 OG Financing. The 2020 OG Financing proceeds are allocated amongst Obligated Group Members based on the amount of loan proceeds each member received as set forth in the Allocation and Contribution Agreement. In conjunction with the issuance of the 2020B Bonds and the obtaining of the 2020 Taxable Loan, the Obligated Group also entered into two interest rate swap agreements in order to mitigate the floating interest rate risk associated with these financial instruments.

The Obligated Group's total balance of bonds payable was $469,690,716 and $443,107,245 as of December 31, 2021 and 2020, respectively.

Series 2020A Bonds

The aggregate principal amount of the Series 2020A Bonds is $381,030,000. The bonds were issued to refund all of the previously issued and outstanding debt held by the Obligated Group Members, to reimburse certain Members for previous capital expenditures and to finance swap termination fees and other costs of issuance. The Series 2020A Bonds consist of $184,065,000 tax-exempt, fixed rate serial bonds and $196,965,000 tax-exempt, fixed rate term bonds with coupons ranging from 3.375% to 5.00% and with final maturity date of January 1, 2051. The Series 2020A Bonds were issued at a premium of $39,075,134 which is being amortized over the life of the bonds. GSV's portion of the proceeds from the Series 2020A Bond issuance was $65,805,683 which included a net premium of $6,120,767.

Series 2020B Bonds

The aggregate principal amount of the Series 2020B Bonds is $118,800,000. The bonds were issued to fund certain repositioning projects at the Obligated Group Member communities as well as to pay certain costs of issuance and swap termination fees. The bonds issued by the Issuer were purchased by STI Institutional & Government, Inc. ("STING"). STING has agreed to advance the proceeds to the

Obligated Group over the course of the implementation of the projects. At the time of closing, STING made an initial advance to the Obligated Group of $3,800,000. The 2020B Bonds will have advance proceeds provided to the Obligated Group through October 1, 2023, with first principal payment due in November, 2023 in accordance with the repayment schedule. The advance proceeds provided to the Obligated Group in 2020 were $8,106,243. The Series 2020B Bonds have a mandatory tender date of October 15, 2035. The initial interest rate for the 2020B Bonds is set at 79% of the sum of one-month LIBOR plus a spread of 110 basis points and subject to a 25 basis point LIBOR floor. Interest is payable only on advanced proceeds. The interest rate related to the Series 2020B Bonds was 1.07% and 1.07% as of December 31, 2021 and 2020, respectively. There is an interest rate swap in place for the portion of the interest rate on the Series 2020B Bonds that resets monthly based on 79% of one-month LIBOR (refer to the Derivative Financial Instruments discussion below). GSV's portion of the advance proceeds from the Series 2020B Bonds available to be drawn through October 1, 2023 was $35,157,012, in total as of December 31, 2021 and 2020. GSV's portion of the advance proceeds outstanding was $15,107,357 and $2,671,502 as of December 31, 2021 and 2020, respectively.

2020 Taxable Term Loan

The principal amount of the 2020 Taxable Term Loan was $16,950,000 and the loan was issued in order to refund all of the previously issued taxable debt and outstanding purchase money note held by certain Obligated Group Members and to pay certain costs of issuance and swap termination fees. The interest rate on the 2020 Taxable Term Loan is set at an initial rate of one-month LIBOR plus a spread of 100 basis point and subject to a 25 basis point LIBOR floor. Interest is payable only on advanced proceeds. The interest rate related to the 2020 Taxable Term Loan was 1.25% and 1.25% as of December 31, 2021 and 2020, respectively. There is an interest rate swap in place for the portion of the interest rate on the 2020 Taxable Term Loan that resets monthly based on one-month LIBOR (refer to the Derivative Financial Instruments discussion below). GSV did not receive any portion of the taxable loan proceeds.

The Obligated Group incurred deferred financing costs of $4,751,208 in connection with the 2020 OG Financing, and are included in bonds payable, net of current portion on the Balance Sheets. GSV's portion of the deferred financing costs was $784,420. The remaining unamortized deferred financing costs of $345,027 related to the Series 2014 Bonds and Series 2016 Bonds are included in loss on extinguishment of debt on the Statements of Operations. Amortization of cost of issuance was $58,539 and $28,137 for the years ended December 31, 2021 and 2020, respectively.

Future principal payments required by GSV under the bond agreements, are as follows as of December 31, 2021:

2022	$ 1,385,044
2023	1,487,647
2024	1,894,748
2025	1,514,246
2026	1,580,361
Years thereafter	66,930,227
Total future principal payments	74,792,273
Less: Current portion	(1,385,044)
Less: Deferred financing costs, net	(713,917)
Add: Bond premium	5,335,080
Bonds payable, net of current portion	$ 78,028,392

Derivative Financial Instruments

In October, 2014, with the issuance of the Series 2014 Bonds, GSV entered into an interest rate swap agreement in order to provide protection against interest rate changes with respect to the Series 2014

Bonds, and terminated the previous swap agreement. The 2014 Swap Agreement was entered into with SunTrust Bank (the "Swap Counterparty") pursuant to an ISDA Master Agreement and Schedule dated October 8, 2014. The Swap Agreement has a notional amount of $25,630,000 which will amortize in accordance with the scheduled principal amortization of the Series 2014 Bonds. Pursuant to the Swap Agreement, the Corporation has agreed to pay the Swap Counterparty scheduled payments determined using a fixed rate of 2.815%, as set forth in the Swap Agreement commencing on November 1, 2014 up to and including the Termination Date (as defined in the Swap Agreement).

In conjunction with the issuance of the Series 2020B Bonds, GSV together with other Obligated Group Members entered into a forward interest rate swap agreement with Truist Bank (the "Swap Counterparty") dated October 7, 2020, with an effective date of October 1, 2023. The swap agreement has a notional amount of $118,800,000 which will amortize in accordance with the scheduled principal amortization of the Series 2020B Bonds. Pursuant to the swap agreement, GSV jointly with other Obligated Group Members has agreed to pay the Swap Counterparty scheduled payments using a fixed rate equal to 0.92%, and receive payments based on 79% of one month USD-LIBOR-BBA commencing on October 15, 2023 through and including the termination date of October 1, 2035.

The fair market value of the interest rate swap and the related realized and unrealized (gain)/loss were as follows as of and for the year ended December 31:

Classification of derivatives in Balance Sheets	Fair Market Value	
	2021	2020
Derivatives not designated as hedging instruments		
Interest rate swap agreement	$ 1,184,527	$ 178,893

Classification of derivatives gain/(loss) in Statements of Operations	Amount of Gain/(Loss) Recognized in Excess of Revenue Over Expenses	
	2021	2020
Derivatives not designated as hedging instrument		
Unrealized gain on interest rate swap	$ 1,005,634	$ 178,893
Realized loss on interest rate swap	—	(1,343,190)
Realized and unrealized gain/(loss) on swap agreement	$ 1,005,634	$ (1,164,297)

9. Net Assets With Donor Restrictions

Net assets with donor restrictions were designated for the following purposes as of December 31:

	2021	2020
Resident care	$ 287,167	$ 78,764
Scholarship	3,985,311	3,697,988
Staff appreciation	21,196	10,650
Total funds with donor restrictions	$ 4,293,674	$ 3,787,402

Net assets were released from donor restrictions by incurring expenses satisfying the following restricted purposes for the years ended December 31:

	2021	2020
Resident care	$ 914,314	$ 1,386,125
Scholarship	332,546	345,271
Total net assets released from restriction	$ 1,246,860	$ 1,731,396

Staff appreciation funds totaling $321,822 and $321,584 were expended during the years ended December 31, 2021 and 2020, respectively. These amounts are included in both other revenue and salaries, wages and benefits on the Statements of Operations.

10. Liquidity and Availability

Financial assets available for general expenditure within one year of the balance sheet date consisted of the following as of December 31:

	2021	2020
Cash	$ 3,446,979	$ 5,055,216
Short-term investments	8,365,358	7,700,963
Accounts receivable	2,972,068	4,460,334
Promissory notes receivable	6,904,800	5,312,766
Beneficial interest in National CCRC Business Trust I	253,256,887	227,806,463
	$ 274,946,092	$ 250,335,742

The Community has certain assets invested in the Business Trust which are available for general expenditure within one year in the normal course of operations. Accordingly, these assets have been included in the quantitative information above.

As part of the Community's liquidity management plan, cash in excess of daily requirements is invested in short-term investments and the Business Trust. These funds invested with the Business Trust may be drawn upon, if necessary, to meet unexpected liquidity needs.

11. Functional Expenses

GSV provides program services to residents within the Community. Operating expenses by nature and function related to providing these services were as follows for the years ended December 31:

	2021				
	Program Services			Support Services	
	Independent Living	Continuing Care	Ancillary Health	General and Administration	Total
Expenses					
Salaries, wages and benefits	$ 16,147,892	$ 15,703,754	$ 5,236,236	$ 7,084,378	$ 44,172,260
Professional and contracted services	1,420,300	1,142,846	175,533	6,971,110	9,709,789
Supplies	1,781,557	1,240,516	230,114	348,042	3,600,229
Dietary and other supplies	2,872,753	683,969	309	3,484	3,560,515
Building grounds and maintenance	2,071,743	198,046	—	24,900	2,294,689
Utilities	2,070,294	447,576	—	—	2,517,870
Administrative and other	441,004	37,802	—	737,246	1,216,052
Management fees	2,096,991	1,261,024	—	—	3,358,015
Resident relations	82,670	24,210	—	187,265	294,145
Insurance	762,667	151,690	—	—	914,357
Interest	2,063,663	—	—	—	2,063,663
Real estate taxes	1,338,584	233,529	—	—	1,572,113
Depreciation and amortization	21,558,027	3,878,616	3,812	—	25,440,455
Expenses incurred related to net assets with donor restrictions	1,246,860	—	—	—	1,246,860
Total expenses	$ 55,955,005	$ 25,003,578	$ 5,646,004	$ 15,356,425	$ 101,961,012

	2020				
	Program Services			Support Services	
	Independent Living	Continuing Care	Ancillary Health	General and Administration	Total
Expenses					
Salaries, wages and benefits	$ 15,663,417	$ 17,750,455	$ 6,194,978	$ 7,128,333	$ 46,737,183
Professional and contracted services	1,604,991	1,026,524	104,056	5,855,404	8,590,975
Supplies	1,941,567	1,447,454	196,238	918,757	4,504,016
Dietary and other supplies	2,772,142	714,932	309	17,342	3,504,725
Building grounds and maintenance	1,695,736	151,791	—	27,413	1,874,940
Utilities	1,979,549	456,826	—	—	2,436,375
Administrative and other	496,631	81,463	—	737,150	1,315,244
Management fees	2,239,679	1,265,910	—	—	3,505,589
Resident relations	37,533	25,633	—	1,154,059	1,217,225
Insurance	642,561	133,711	—	—	776,272
Interest	1,025,992	—	—	—	1,025,992
Real estate taxes	1,608,434	273,411	—	—	1,881,845
Depreciation and amortization	19,962,811	3,922,331	4,775	—	23,889,917
Expenses incurred related to net assets with donor restrictions	1,731,396	—	—	—	1,731,396
Total expenses	$ 53,402,439	$ 27,250,441	$ 6,500,356	$ 15,838,458	$ 102,991,694

Natural expenses attributable to more than one functional expense category are allocated using various cost allocation techniques such as building use and time and effort.

12. Commitments and Contingencies

GSV is subject to legal proceedings and claims which arise from the normal course of business. In the opinion of management, the amount of ultimate liability with respect to these proceedings and claims will not materially affect the financial position, cash flow or results of operations of GSV.

GSV is committed under a construction related contract for the repositioning of a building on the campus. Commitments for the portion of the contract not completed as of December 31, 2021 and 2020 were $5,426,863 and $4,171,932, respectively.

13. Subsequent Event

On March 1, 2022, Linden Ponds, Inc. and Subsidiary became a member of the Obligated Group. Concurrent with joining the Obligated Group, at the request of Linden Ponds, Inc. and Subsidiary, the Public Finance Authority issued its Revenue Bonds (The Obligated Group of National Senior Communities, Inc.), Series 2022 (the "Series 2022 Bonds") in the aggregate par amount of $41,710,000, plus an original issue premium of $3,565,421. Proceeds from the Series 2022 Bonds were used to (a) refund the previously issued Massachusetts Development Finance Agency Revenue Bonds (Linden Ponds, Inc. Facility), Series 2011B in the outstanding principal amount of $17,355,981, (b) fund the construction of a new continuing care facility, a pedestrian skyway bridge and other capital improvements to existing facilities, (c) fund capitalized interest on a portion of the Series 2022 Bonds, and (d) pay costs of issuance related to the transaction.

Pursuant to the Master Trust Indenture dated October 1, 2020, and supplemented on March 1, 2022 in connection with the Series 2022 Bonds issuance, the Obligated Group Members are jointly and severally liable for all existing indebtedness related to the Obligated Group.

Subsequent events have been evaluated by management through April 25, 2022, which is the date the financial statements were issued.

Supplemental Information

Greenspring Village, Inc.
Supplemental Schedule
for the years ended December 31, 2021 and 2020

(Unaudited)	2021	2020
Cash and investments		
Cash	$ 3,446,979	$ 5,055,216
Short-term investments	8,365,358	7,700,963
Beneficial interest in National CCRC Business Trust 1	253,256,887	227,806,463
Beneficial interest in National CCRC Statutory Tier IV Trust	6,448,840	3,240,160
Total cash and investments	$ 271,518,064	$ 243,802,802
Change in cash and investments		
Cash	$ (1,608,237)	$ (4,950,559)
Short-term investments	664,395	1,478,219
Beneficial interest in National CCRC Business Trust 1	25,450,424	38,775,760
Beneficial interest in National CCRC Statutory Tier IV Trust	3,208,680	3,240,160
Change in cash and investments	$ 27,715,262	$ 38,543,580
Cash provided by business operations:		
Total revenue, gains and other support	$ 86,415,939	$ 91,649,467
Less: Amortization of non-refundable resident entrance fees	(1,733,444)	(1,673,412)
Add: Net cash flows related to entrance fees	8,957,218	162,051
Cash provided by business operations	93,639,713	90,138,106
Total expenses	(101,961,012)	(102,991,694)
Less: Depreciation and amortization	25,440,455	23,889,917
Less: Interest expense	2,063,663	1,025,992
Cash used for operating expenses	(74,456,894)	(78,075,785)
Purchases of property and equipment (on-going)	(9,763,995)	(8,355,540)
Cash used in business operations	(84,220,889)	(86,431,325)
Net cash provided by business operations	9,418,824	3,706,781
Other sources and uses of cash:		
Net investment income	21,963,874	29,096,683
Capital contribution to related organization	(247,355)	(180,743)
Net proceeds from bond issuances and drawdowns	12,435,855	25,512,185
Purchases of property and equipment (repositioning)	(13,105,368)	(14,925,840)
(Decrease)/increase in working capital	(604,582)	840,878
Debt service	(2,652,258)	(5,856,596)
Restricted contributions, net	506,272	350,232
Net cash provided by non-operating activities	18,296,438	34,836,799
Total change in cash and investments	$ 27,715,262	$ 38,543,580

1. Basis of Presentation and Accounting

The Supplemental Schedule presented on page 32 is derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The supplementary information is presented for the purpose of providing additional analysis of the financial statements, rather than to present the financial positions and changes in net assets (deficit) of GSV, and are not a required part of the financial statements. The information is intended to expand on the sources and uses of cash generated by the operations of the Community which are monitored by management to determine the overall health and performance of the Community as a whole.

EXHIBIT 7
PRO FORMA INCOME STATEMENTS OF PROVIDER

Summary:
Exhibit Seven includes the current year's income and expense statements for the Provider, as required by the Virginia State Corporation Commission.

INFLATION

Income

Fee increases are generally benchmarked to the Social Security increase in benefits ranging from 1.4% to 5.9%. Based on increased costs in the local economy in 2021, a rate increase of 4.0% was budgeted for the 2022 year.

Expenses

Expenses were inflated in a range between 0% and 10.0% throughout the projection period, based on actual experience during 2021 and reflecting historical information available.

P & L FORECAST ASSUMPTIONS

Below are the assumptions used in forecasting the community operations for Greenspring Village:

INCOME

Net Occupancy Fees - Independent

	Fee
Average ILU Monthly Fee: (single occupancy)	$3,272
Average ILU Monthly Fee: (double occupancy)	$1,055

- Opening date: November 1998
- Total Independent Living units: 1,370
- Total Assisted Living units: 122
- Total Memory Care units: 47
- Total Skilled Nursing units: 56
- Total Community Occupancy Rate after build out: 98.1%
- Double Occupancy %: 2016: 22.7%, 2017: 22.6%, 2018: 23.3%, 2019: 23.6%, 2020: 23.6%
- Independent Living Net Occupancy billed: 93%
- Annual inflation rate on Independent Living monthly fee: 4.0%
- Absorption rate: all units have been occupied as of 12/31/04

Facility Rent

- Lease cost per square foot: $28.93
- Annual increase in rentable cost per square foot: 5%
- The forecast assumes the following facilities will be available: one medical center, two banks, four beauty salons, one pharmacy

Department Income

Administration

Administration comprises the following departments: Administration, Human Resources, Finance, Marketing, Information Technology, Employee Health and Wellness Clinic and Philanthropy.

- Income is derived from the following: Marketing processing fees, manual fees and IT support fees.
- Inflation rate years 2019: Administration – 1.4%

Dining Services

For this projection, Dining Services assumed four major dining areas with different service levels: a Cafe and Dining Room, a Buffet Dining Room, a Formal Dining Room and a Bistro. The community also has three convenience stores and a Catering Department.

- Income is generated by the Café, the Bistro, guest meals, catering, delivery or tray service, beverage stations, and dining room rentals.

General Services

- Income from General Services fees were from the following areas: storage, maintenance, supplies, carpet, painting, re-occupancy, copier/fax, parking, grounds maintenance, housekeeping, laundry, security and transportation.

Health Services

- Health Services income was derived from Home Health fees, Medical Center lease, Outpatient Rehabilitation fees, Home Support fees and marketing processing fees.

Resident Life

- Resident Life Income is derived from the following: Resident Services health screenings, Pastoral Ministries contributions, and Wellness center fees.

Escrow Interest Income and Operating Interest Income

- The forecast utilized includes interest derived from the $1,000 and 10% deposits.

EXPENSES

Property Taxes
- Assessed value of the property: 100% of Fair Market Value
- Fair Market Value is defined as the estimated value set by Fairfax County annually.
- Total tax rate - $ 1.1735 per $100 of assessed value.

General Insurance
- Community Insurance (General Liability, Workmen's Comp, Property and Other) is forecast at a rate of $1.0031 per $100 of assessed value
- Other insurance expenses include: cars and other transportation, crime, inland marine, accounts receivables, and other contents.

Department Expenses - Administration, Dining Services, General Services, Health Services
Actual operating information was used for projecting operating departmental expenses. Except for administration, all other departmental expenses are associated with the absorption schedule projected for the community.
- Payroll Inflation rate: 3.0%
- All other expenses inflation rate: 3.7%

Building Rent
- GSV purchased the property from the landowner as of 12/31/04; therefore 2018 does not include any building rent assumptions.

Interest Expense/Income
- Interest rate for mortgage: Mortgages were cancelled as of 12/31/04 and applied to the purchase of the landowner.
- Blended Interest Expense on outstanding bonds: 3.23%
- Interest rate on accumulated cash: 7.2%

Management Fee
- The management fee is calculated and capped at 5.25% of net occupancy fees for Independent Living and 4.5% for Assisted Living and Skilled Nursing

Capital Expenditures
- The replacement of furniture and equipment is based on capital expenditure schedule provided by the management company.

Purchase Option

A refundable purchase deposit of $55,000,000 was paid by Greenspring Village to the landowner, Springfield Campus, LLC, to allow GSV the exclusive right to purchase the Project at the completion of the construction of the Project. In 1999, GSV issued bond financing in the amount of $65,720,000, through the Fairfax County Economic Development Authority to complete the purchase option and bought the interests in the landowner. The 1999 bonding financing was subsequently updated or amended by financings in 2006, 2011, 2014 and 2016.

2020 OBLIGATED GROUP FINANCING

Greenspring Village, together with Brooksby Village, Inc. ("Brooksby"), Cedar Crest Village, Inc. ("Cedar Crest"), and Seabrook Village, Inc. ("Seabrook") each a nonstock Maryland corporation and Ann's Choice, Inc. ("Ann's Choice"), a nonstock Pennsylvania corporation (collectively, the "Obligated Group" or the "Obligated Group Members") established an obligated group financing structure for the purpose of issuing and securing debt, mitigating credit and interest rate risk and enhancing future access to capital. All of the Obligated Group Members are the owners of continuing care retirement communities ("CCRCs"), are exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code, and are under the common control of their sole member, National Senior Communities, Inc., also a 501(c)(3) organization ("NSC"). NSC will not be an Obligated Group Member. The Greenspring Village CCRC is located in Virginia; Brooksby in Massachusetts; Cedar Crest in New Jersey; Seabrook in New Jersey; Ann's Choice in Pennsylvania.

The Obligated Group Members collectively issued approximately $443 million in principal amount of indebtedness consisting of tax-exempt fixed and variable rate debt, and a taxable bank loan (the "Obligated Group Financing") which will be a joint and several obligation of the Obligated Group Members for the purpose of (a) refunding all outstanding prior indebtedness of the Obligated Group Members, (b) financing repositioning and capital improvement projects of certain of the Obligated Group Members, and (c) paying for certain costs incurred with the issuance of the bonds and termination of existing interest rate swaps. The Obligated Group Financing will be secured by a pledge of the gross revenues of the Obligated Group Members. By an agreement among the Obligated Group Members (which would not affect the rights of the bondholders and the bank vis a vis the Obligated Group Members), the amount of the debt and debt service will be allocated among the Obligated Group Members in proportion to their direct use of the Obligated Group Financing proceeds.

Greenspring Village used funds from the Obligated Group financing to pay off the previous bond financing. Please refer to the audited financial statements in Exhibit 6.

The amount of new indebtedness to be issued and allocations to Greenspring Village, including with respect to estimated maximum annual debt service, as referenced above are preliminary and subject to change.

Greenspring
Forecast FY2022
(in thousands)

		FY22 YTD(Dec) Projected
Operating Revenue		
Independent	$	52,864
Administration		396
Assisted Living		13,600
Memory Care		6,865
Skilled Nursing		9,067
Continuing Care		29,531
Certified Home Health		850
Home Support Services		4,624
HCFA Care Coordination Project		-
Hospice		-
Emergency Medical Services		-
Outpatient Rehabilitation		905
Medical Center		558
Total Operating Revenue	**$**	**89,728**

Greenspring
Forecast FY2022
(in thousands)

		FY22 YTD(Dec) Projected
Operating Income		
Independent	$	17,016
Administration		(12,609)
Assisted Living		1,914
Memory Care		1,991
Skilled Nursing		906
Continuing Care		4,811
Certified Home Health		35
Home Support Services		221
HCFA Care Coordination Project		-
Hospice		-
Emergency Medical Services		-
Outpatient Rehabilitation		95
Medical Center		150
Total Operating Income	**$**	**9,719**
Investment Income	$	8,006
Net Amortization Income		384
Capital Lease Activity		-
Financing Expense		(2,730)
Depreciation Expense		(23,923)
Other Expense		75
Non-Operating Income		**(18,187)**
Net Income	**$**	**(8,468)**

GREENSPRING VARIANCE FOR 2021
By Line of Business

	FY21 YTD(Dec) Actual	FY21 YTD(Dec) Projected	FY21 YTD(Dec) Variance
Operating Revenue			
Resident Monthly Fees	$ 46,934	$ 47,238	$ (304)
Ancillary Fees	2,668	2,765	(97)
Independent Living	49,603	50,003	(401)
General & Administrative	534	379	155
Resident Monthly Fees	11,630	13,229	(1,599)
Ancillary Fees	214	98	117
Assisted Living	11,844	13,326	(1,482)
Resident Monthly Fees	4,857	5,274	(416)
Ancillary Fees	56	32	24
Memory Care	4,913	5,305	(392)
Resident Monthly Fees			
Private Pay	4,793	7,063	(2,271)
Medicare	3,364	3,011	353
Medicaid	525	473	52
All Other Resident Monthly Fees	486	281	205
Ancillary Fees	550	100	450
Skilled Nursing	9,719	10,929	(1,211)
Certified Home Health	835	998	(163)
Emergency Medical Services	-	-	-
Home Support Services	4,808	5,901	(1,092)
Hospice	-	-	-
Outpatient Rehabilitation	790	751	39
Medical Center	474	511	(37)
Total Operating Revenue	**$ 83,520**	**$ 88,103**	**$ (4,583)**

	FY21 YTD(Dec) Actual	FY21 YTD(Dec) Projected	FY21 YTD(Dec) Variance
Operating Income			
Independent Living	$ 18,255	$ 17,203	$ 1,052
General & Administrative	(11,407)	(11,709)	302
Assisted Living	1,811	2,124	(314)
Memory Care	1,521	1,348	173
Skilled Nursing	(177)	1,343	(1,519)
Certified Home Health	(26)	35	(60)
Emergency Medical Services	-	-	-
Home Support Services	47	254	(208)
Hospice	(0)	-	(0)
Outpatient Rehabilitation	50	82	(32)
Medical Center	92	48	45
Total Operating Income	**$ 10,166**	**$ 10,727**	**$ (561)**
Non-Operating Income (Cash)			
Investment Income	$ 27	$ 9,362	$ (9,335)
Realized Gain / (Loss) on Interest Rate Swap	-	-	-
Contribution Revenue	75	75	-
Annual Rent	-	-	-
Financing Expense	(2,064)	(2,438)	374
Non-Operating Income (Cash)	(1,962)	6,999	(8,961)
Non-Operating Income (Non-Cash)			
Unrealized Gain (Loss)	21,875	-	21,875
Unrealized Gain (Loss) on Interest Rate Swap	1,006	-	1,006
Depreciation Expense	(25,440)	(23,976)	(1,465)
Amortization Income	1,724	1,512	212
Amortization Expense	-	-	-
Capital Lease Activity	-	-	-
Earned Income Non-Refund Deposit	-	-	-
Extraordinary Gain (Loss) Extinguishment of Debt	-	-	-
Non-Operating Income (Non-Cash)	(835)	(22,464)	21,629
			-
Non-Operating Income	**$ (2,797)**	**$ (15,465)**	**$ 12,668**
Net Income	**$ 7,369**	**$ (4,738)**	**$ 12,107**

Variance Explanations between the Budgeted Income expectations and realized Income for 2021

Income

Greenspring Village, Inc. ended the year with $561K less in Operating Income primarily due to lower census in our Continuing Care, and low performance in Home Care (Certified Home Health, Home Support Services, Outpatient Rehab), as well as increased costs due to the ongoing pandemic effects on supply chain.

Expenses and Net Income

GSV expenses finished $4.0M under plan due favorable wage expense, real estate tax savings, a favorable adjustment to the bad debt reserve. In addition, GSV finished the year $12.1M ahead of plan due to unrealized gains on our investments throughout 2021.

EXHIBIT 8
SUMMARY FINANCIAL CONDITION

Summary:
Exhibit Eight includes a summary of the Provider's financial condition, as required by the Virginia State Corporation Commission.

SUMMARY OF FINANCIAL CONDITION AS OF 12/31/2021
(in thousands)

	2021	2020
Total Assets	$635,247	$608,373
Total Liabilities	$553,863	$563,422
Total Net Assets	$52,584	$44,951
Total Revenue	$86,416	$91,649
Total Expenses	$101,961	$102,991
Operating Income	($15,545)	($11,342)
Net Income	$7,374	$15,738

Narrative of Financial Condition: Greenspring Village continues to enjoy a strong financial position. This position is anchored in strong occupancy across the campus. Greenspring has a bond rating as a part of the Obligated Group rated as A. Additionally, Greenspring has strong Tier II and Tier III investments that will ensure long term funding of capital needs of the campus facilities and a Days Cash on Hand of 1287, as of 12/31/2021.

Occupancy information as of 12/31/21	Capacity of units	Average Occupancy	Percentage Occupancy
Independent Living	1369	1276	93.2%
Assisted Living	153	146	95.4%
Nursing	56	50	89.3%