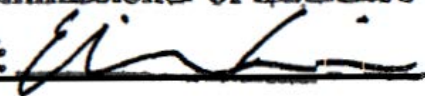


**FILED**  
**Commonwealth of Virginia**  
**State Corporation Commission**  
**Bureau of Insurance**  
*June 21, 2022*  
**Commissioner of Insurance**  
**BY:** 

*Avery Point*

*Disclosure Statement*

1000 Avery Point Way  
Short Pump, Virginia 23233

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

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

April 2022

## **AVERY POINT DISCLOSURE STATEMENT**

**1. Continuing Care Providers.** The names of the Providers for Avery Point Retirement Community are (1) Avery Point, LLC (referred to as “Avery Point”) formerly known as ELP Richmond, LLC, and (2) Erickson Senior Living, LLC (referred to as “Erickson Senior Living”), formerly known as Erickson Living Management, LLC. All of the providers are organized under the laws of the State of Maryland. The corporate address for all Providers is: 701 Maiden Choice Lane, Baltimore, Maryland 21228. The business address for the community will be 1000 Avery Point Way, Short Pump, VA 23233 and the current address of the community’s marketing center is 12000 Avery Point Way, Short Pump, Virginia 23233.

Avery Point is the owner of the site and will also operate the retirement community. Residents will enter into the Residence and Care Agreement (Exhibit 1) with Avery Point which will provide services to residents and receive the entrance deposits and Monthly Service Packages. Avery Point has also entered into a Management & Marketing Agreement with Erickson Senior Living to provide certain services for the retirement community.

**2. Officers, Directors, Trustees, Managing and General Partners, and Certain Persons who Hold Equity or Beneficial Interests.** The Providers are owned as follows: Avery Point, LLC is a limited liability company owned by the following entities acting as members: Erickson Living Properties II, LLC (ELP II) (90%) and NSC-Avery Point, LLC (10%). As such, the company has no stockholders. Erickson Senior Living is a limited liability company owned directly by the following entity acting as a member: Erickson Living Holdings, LLC (ELH) (100% interest).

A list of and biographies for the officers of Avery Point and for selected officers of Erickson Senior Living is attached to this Disclosure Statement in Exhibit 2. The business address for officers of Avery Point and Erickson Senior Living is 701 Maiden Choice Lane, Baltimore, Maryland 21228.

**3. Business Experience of, Acquisition of Goods and Services from, and Criminal, Civil, or Regulatory Proceedings against Providers, 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.***

The Provider Avery Point is a new entity formed for the purpose of operating this community. The officers of Avery Point and Erickson Senior Living have experience in managing and developing retirement communities through their work with Erickson Senior Living. Provider Erickson Senior Living was formed in 2009 and has experience in managing and developing retirement communities through an innovative network of communities that combine a maintenance-free active lifestyle with a host of amenities, social activities, and wellness and medical centers.

Erickson Senior 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, Ann's Choice in Warminster, Pennsylvania, Fox Run Village in Novi, Michigan, Linden Ponds in Hingham, Massachusetts, Eagle's Trace in Houston, Texas, Highland Springs in Dallas, Texas, Maris Grove in Concordville, Pennsylvania, 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 and Siena Lakes in Naples, Florida.

**3.2 Acquisition of Goods and Services.** The Providers do not have any interest in any other professional service firm, association, foundation, trust, partnership, or corporation or any business or legal entity which presently to intends or may provide goods, or services to the Providers at a value of \$500 or more within any year. As indicated in Section 1 of this Disclosure Statement, Avery Point has entered into a management agreement with Erickson Senior Living and will pay a management fee to Erickson Senior Living currently calculated at 5% of occupancy fees for living units. Avery Point has entered into a lease and management agreement with Creekside Social Club, for liquor license/ food consumption at the campus. Residents become members of the club upon admission.

Avery Point engages development services through Erickson Living Development, LLC for the completion of the community. Erickson Living Development, LLC is also a wholly owned subsidiary of Erickson Living Holdings, LLC, which is the sole member of Erickson Senior Living. The cost of construction will be competitively bid as new buildings are planned. These agreements were negotiated on the basis of the relationship between the companies and no other offers were received. These companies will not have any equitable or beneficial interests in the Providers.

**3.3 Criminal, Civil, or Regulatory Proceedings Against.** The Providers, their officers, 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 in any felony or civil charge involving fraud, embezzlement, fraudulent conversion, or 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 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.** Avery Point owns the property on which the community is located and purchased the property in 2018.

5. **Location and Description of Real Property.** The site of Avery Point is located on approximately 90 acres in Short Pump, Virginia located near the 1500 block of Wilkes Ridge Parkway, near the intersection with Broad Street Road. Construction of the community began in 2020.

Erickson Senior Living communities are designed to emulate a college campus atmosphere for senior citizens. The community will be comprised of small clusters of buildings of various sizes and shapes. The sloped roofs, varying building heights and architecture establish the “campus” feeling. Buildings may be interconnected or freestanding. Residential buildings may have balconies, awnings, and patios and are interspersed with clubhouse-style community centers that feature expansive windows and welcoming entrances.

The independent living component of the Community will be built according to demand and may include up to 1200 independent living apartments, in a variety of styles, attached to a community center. A community center house typically includes options for dining venues such as a restaurant or café and may include classrooms, activity spaces, and other common areas. Certain community centers may include a beauty salon and a pool serving the whole Community. The Community also will feature an on-site medical center with services provided by both primary care practitioners and sub-specialists.

The community is also planned to include Continuing Care at Avery Point, the healthcare neighborhood for the campus. Continuing Care is initially planned to include up to 120 assisted living apartments for residents who need additional assistance with the activities of daily living, including memory care units, and approximately 60 private nursing rooms. Additional assisted living units or nursing rooms may be planned. Continuing Care is also planned to include dining rooms, resident lounges, an activity room, a bathing core, space for on-site therapy and a beauty salon. Continuing Care will not open until several years after Community opening.

Until Continuing Care is opened, Avery Point will enter into priority transfer agreements with local facilities for residents who may need assisted living or nursing care in the interim.

As the Community is built, Avery Point will be responsible for maintaining the open spaces and travel ways within the Community. The approximate construction schedule for Avery Point is attached to this Disclosure Statement as Exhibit 3. Construction may be delayed depending upon finalization of plan approvals and permits, market demand, costs, and due to unforeseen weather-related delays. Avery Point will make reasonable efforts to minimize the impact of construction; however, the campus and certain views will change as construction is completed.

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

**6.1 Affiliation with Religious, Charitable, or other Nonprofit Organization.** Avery Point, LLC and Erickson Senior Living are for profit companies. Erickson Senior Living is not affiliated with any nonprofit or charitable organization. NSC-Avery Point LLC, one of the members of Avery Point LLC, is a single member limited liability company and its sole member is National Senior Communities, Inc. (formerly National Senior Campuses, Inc.), a nonprofit 501(c)(3) supporting organization.

**6.2 Tax Status of Provider.** Avery Point and Erickson Senior Living are for-profit entities under the Internal Revenue Code.

**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 Avery Point and the resident. The following sections are brief descriptions of the services included in the Monthly Service Package 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 Service Package**

**7.1.1 Independent Living.** In addition to use of the designated apartment, residents in Independent Living will receive the following services: Monthly meal credit plan; 24 hour on-site security staff and emergency alert system; all utilities including basic cable television service (premium channels additional charge), local, long-distance, and international landline phone service, and wireless internet service; one reserved parking spot per unit for licensed car registered to resident; on-site Fitness Center basic membership; maintenance and insurance of the buildings, grounds and equipment, Scheduled off-campus shuttle transportation; trash and general snow removal from common areas; 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 will receive the following services: Provision of supervision, verbal cuing and physical assistance, as appropriate for the Resident's designated care package, in the performance of activities of daily living ("ADLs"), including ambulation, personal hygiene, dressing, toileting and eating; medication administration; service plan designed by a care team; at least three meals per day; regularly scheduled Registered Nurse review and assessment; linens and personal laundry service; light housekeeping care on a weekly basis; medical appointment scheduling, as needed; social/recreational activities; 24 hour on-site care staff and emergency alert system; all utilities including these cable/ telephone/ data services: basic Cable television service (premium channels

additional charge); local, long distance, and international landline phone service, wireless internet service; maintenance and insurance of buildings, grounds and equipment; Trash and general snow removal from common areas; and use of all public rooms and common areas of the Community. Avery Point also intends to provide Memory Care within the assisted living facility. Residents within the memory care units will receive the above-listed assisted living services and also memory care programming at the appropriate service level (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 Unit, residents in nursing care will receive the following services: Nursing care; medication administration; service plan designed by a care team; at least three meals per day; regularly scheduled Registered Nurse review and assessment; linens and personal laundry service; daily Housekeeping services; planned recreation; 24 hour on-site care staff and emergency alert system; incontinence care; more frequent involvement of licensed medical personnel to manage chronic conditions; all utilities including these cable/ telephone/ data services: Basic Cable television service (premium channels additional charge); local, long distance, and international landline phone service; wireless internet service; maintenance and insurance of buildings, grounds and equipment; trash and general snow removal from common areas; and Use of all public rooms and common areas of the Community. (See Section 4.3 of the Residence and Care Agreement (Exhibit 1)).

**7.2 Ancillary Services.** Avery Point anticipates that the following services will be 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; 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; additional reserved parking spaces; 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. Services such as guest meals, personal storage space, housekeeping and laundry are intended to be immediately available as residential buildings are opened. Other services, such as reserved parking and guest rooms, will be phased as the community is developed and may not be immediately available when the community is opened. (See Section 5.1 of the Residence and Care Agreement (Exhibit 1)).

Avery Point also expects to contract 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; home support and home health; physical, speech and occupational therapy. These services will be provided at an additional fee and will be billed separately by the outside provider. These services will be phased in as the community is developed and some services may not be immediately available when the community is opened. (See Section 5.2 of the Residence and Care Agreement (Exhibit 1)).

**7.3 Services Not Available at Facility.** Except for those listed healthcare services included in the Monthly Service Package for residents in Continuing Care or the ancillary services

listed in Section 7.2, Avery Point does not provide advanced medical care such as acute care or psychiatric care. Avery Point 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 Avery Point.

**8.1 Application Fee.** Prospective residents will pay a one-time application fee to Avery Point. 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 Avery Point, each prospective resident must pay an application fee of \$150.00. Application fees collected from applicants will not be escrowed by Avery Point.

The application 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 Residence and Care 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 Avery Point 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 Avery Point. 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 Avery Point. After release from escrow, the initial Entrance Deposits are used by the Providers to pay for the development and construction of the Community, and, in the aggregate, act as the permanent loan for the community. Subsequent entrance deposits for re-occupied units are used by Avery Point for refund purposes, for reserve funds or capital improvements, or for other business related purposes. For the 80% refundable model agreement, twenty percent (20%) of the Entrance Fee is designated as the non-refundable Community Fee. For the fully declining balance refund model, Avery Point will earn the entrance deposit at a rate of 2% per month of occupancy plus a 4% processing fee. The Entrance Deposit to be paid by residents depends upon the size, features, and level of care provided in the living unit selected. A schedule of the proposed Entrance Deposits is attached to this Disclosure Statement in Exhibit 4 (subject to change).

Prospective residents will pay the Entrance Deposit in a series of deposits as follows:  
1) 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 Avery Point; 2) An additional Reservation Deposit will be due when the prospective resident reserves a unit type in a particular

residential building; 3) A Signing Deposit of up to 10% of the total Entrance Deposit is due when resident signs the Residence and Care Agreement (Exhibit 1); and 4) 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 \$1000.00 Priority Deposit, paid by a resident to Avery Point will be placed in an escrow account with a bank or other escrow agent. Funds held in escrow are the property of prospective residents until released to Avery Point. Any interest earned on funds in the escrow account will be for the benefit of Avery Point. 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 Avery Point.

Prior to occupancy, Deposits in escrow and the \$1000.00 Priority Deposit, will be returned by the escrow agent 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 whichever is later (but in any event within six years after placement in escrow unless specifically approved by the Commission) 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.

If the resident rescinds the Residence and Care Agreement within the 7 day period, Avery Point will refund 100% of the Entrance Deposit to the resident. If the resident or Avery Point terminate the Agreement after the 7 day rescission period and prior to occupancy, the Entrance Deposit is still 100% refundable. After occupancy and the expiration of the right of rescission, the resident will receive the contracted Refund Amount as provided in Section 7.5 and 7.6 of the respective 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 Avery Point 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. Avery Point 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. For residents who select the 80% refundable contract model, twenty percent (20%) 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 Service Packages.** Residents pay a Monthly Service Package during the term of their residency. Monthly Service Packages are used by Avery Point to cover operating expenses of the community. The amount of the Monthly Service Package 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 Service Package and one (1) double occupancy fee for each additional joint resident. Joint residents who occupy separate units must each pay the full Monthly Service Package 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 Service Packages as described in Sections 8.4 and 8.5 of the Residence and Care Agreement (Exhibit 1). If a resident leaves the community, the resident will pay the Monthly Service Packages as described in Section 8.6 of the Residence and Care Agreement.

A schedule of the proposed Monthly Service Packages and double occupancy fees is attached to this Disclosure Statement as Exhibit 4 (subject to change). The Monthly Service Package is due in advance for the month within five days of receipt of the resident's monthly statement. Each resident will receive a monthly statement from Avery Point showing the Monthly Service Package charges and charges for any ancillary services. The Monthly Service Packages may be adjusted by Avery Point upon 30 days written notice to the residents in Independent Living Units and upon 60 days written notice to residents in Continuing Care (except for changes required by state or federal programs).

Monthly Service Packages are not escrowed by Avery Point. In general, the Monthly Service Packages are not refundable. However, if the resident transfers from the living unit to another unit or leaves the community, the resident may receive a non-occupancy credit towards the Monthly Service Package for the days in which the living unit was not occupied during the calendar month.

**8.5 Ancillary Fees.** The resident may be charged fees by Avery Point for ancillary services (see Section 7.2 of this Disclosure Statement). Ancillary fees are used by Avery Point to offset the cost of performing the ancillary services. The amount of the ancillary fee depends upon the additional services selected. A schedule of the proposed ancillary services and fees is attached to this Disclosure Statement in Exhibit 4 (subject to change). Payment for ancillary services is generally due in arrears the month after services are rendered.

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

**8.6 Refurbishing Charges.** Each time that a resident permanently vacates an Independent Living Unit or Assisted Living or Memory Care Unit, irrespective of the length of time of occupancy, Avery Point 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 work to repair any extraordinary damage, in the sole discretion of Avery Point, 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, Avery Point 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 Avery Point. 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 Avery Point and may be adjusted by Avery Point 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. Avery Point does not assist with such arrangements. Residents must also purchase renter's insurance to cover their personal property within their designated living unit, including liability insurance.

**9. Reserve Funding.** The start-up operating and capital expenses for Avery Point will be funded as equity contributions by ELP II. Additionally, Avery Point will use Monthly Service Packages received from residents to cover operating expenses.

**10. Certified Financial Statements.** Certified financial statements for the Providers are included in Exhibit 5 of this Disclosure Statement. These statements reflect the start-up of the community.

**11. Pro Forma Income Statements.** A pro forma income statement for each of the Providers is attached to this Disclosure Statement as Exhibit 6. A summary of the community's financial condition is included in Exhibit 7.

**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, Avery Point 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 monthly income of 1.4 times the Monthly Service Package for the resident's living unit. Avery Point will also conduct a pre-residency meeting with the prospective resident. Pre-Residency meetings are meant to assist Avery Point in determining the appropriate care level and services for the prospective resident, whether independent living, assisted living, or nursing care. If Avery Point 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. Avery Point is an equal housing provider and intended to provide housing for older persons.

**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 is planned to have several guest rooms upon completion. All visitors are subject to Avery Point'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. Avery Point may also make certain meeting rooms and the planned conference center available for public meetings.

**14. Anticipated Source and Application of Purchase or Construction Funds.**

**14.1 Estimated Cost of Purchase and Construction Prior to Commencing Operations.** The estimated budget for the purchase, construction, and development of Avery Point and the assumptions are attached to this Disclosure Statement as Exhibit 8.

**14.2 Description of long-term financing.** The development and construction of the Community is financed through equity contributions by ELP II. Entrance deposits received from prospective residents are placed in an escrow account with a bank or other escrow agent. Funds held in escrow are the property of prospective residents until released to Avery Point when the resident either occupies the unit or the unit is available for immediate occupancy by the resident. As entrance deposits are released to Avery Point, they are used by ELP II to cover the construction and development costs. The succeeding entrance deposits are used to fund the balance of the project. Residents do not earn interest on the entrance deposit although they have the right to a full refund when vacated units are reserved and settled and outstanding charges are paid. These deposits, therefore, are the layer of permanent financing for the Community. Please refer to Section 14.9 for information on the anticipated terms and costs for the permanent financing layer.

**14.3 Percentage of Entrance Deposits Used for Construction or Purchase of Facility, as Security, or for any other use.** Under the current structure, Avery Point receives initial entrance deposits from residents and places the deposits in escrow. Funds held in escrow are the property of prospective residents until released to Avery Point when the resident either occupies the unit or the unit is available for immediate occupancy by the resident. Once released from escrow by the escrow agent, Avery Point will then use the initial entrance deposits to pay down any current expenses in excess of revenue and will use the deposits for construction and development. Avery Point will use the entrance deposits received from subsequent occupants of a unit for the refund pool (See Exhibit 1, Residence and Care Agreement) for the 80% refundable model agreement. The 20% Community Fee and any positive difference remaining after refunds to prior residents will be retained by Avery Point for future refunds, for operations and reserves, and for capital improvements and repairs. For the declining balance refund, Avery Point may use the Entrance Deposit as it is earned through each month of occupancy.

**14.4 Estimate of Total Entrance Deposits Received From Residents Prior to Commencement of Operations.** Avery Point estimates that approximately \$1,445,000 in entrance deposits will be received prior to the opening of the first building in the community.

**14.5 Estimate of Funds, if any, Necessary to Fund Start-up Losses and Reserve Funds.** Start-up losses and reserve funds will be funded by equity contributions from ELP II. Please refer to Exhibit 8 of this Disclosure Statement for assumptions concerning the start-up funding.

**14.6 Projection of Estimated Income from Fees and Charges other than Entrance Deposits.** Please refer to Exhibit 6 of the Disclosure Statement for assumptions concerning other income to be received in addition to entrance deposits and assumptions concerning assumptions and absorption/ occupancy for Avery Point. Please refer to Exhibit 8 for the spreadsheet showing projections of estimated income through completion of the community. It is assumed that no government subsidies will be provided for health care services.

**14.7 Projection of Estimated Operating Expenses.** Please refer to Exhibit 6 of this Disclosure Statement for the assumptions and anticipated occupancy for projected operating expenses of Avery Point. Please refer to Exhibit 8 for the spreadsheet showing the projections of estimated operating expenses through completion of the community.

**14.8 Identification of Assets Pledged as Collateral.** ELH is the owner of ELP II and Erickson Senior Living. ELH is also developing several other communities concurrently. ELH is using its available liquidity, operating cash flow, equity capital sources and proceeds of a \$1,000,000,000 credit facility, with Truist Securities as lead lender, to provide funds to ELP for new development, including new development at the Avery Point campus. This new credit facility matures on June 30, 2026. Avery Point entered into a \$46 Million Credit Agreement with Pinnacle Bank related to construction of the first phase of the Community. A deed of trust on the property has been granted to the Bank.

**14.9 Estimate of Annual Payments of Principal and Interest required by Long-term Financing.** There is no long-term financing anticipated for Avery Point.

**15. 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.

## TABLE OF EXHIBITS

Exhibit 1:	Residence and Care Agreement
Exhibit 2:	Executive Biographies
Exhibit 3:	Current Construction Schedule for Avery Point
Exhibit 4:	Schedule of Entrance Deposits, Monthly Service Packages, and Ancillary Fees- Estimated
Exhibit 5:	Certified Financial Statements
Exhibit 6:	Pro Forma Income Statements of Providers
Exhibit 7:	Summary Financial Condition
Exhibit 8:	Budget for Purchase, Construction, and Development of Avery Point prior to Commencing Operations

**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. Avery Point has detailed its policies on a full range of issues, including common every day issues such as meal policies, health care, and available services. 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.

Avery Point offers two different refund models: the 80% Refund Agreement and the Fully Declining Refund Agreement. Both models are included in Exhibit 1, with one set of common attachments.

***AVERY POINT  
RESIDENCE AND CARE AGREEMENT  
80% REFUND PLAN***

April 2022

**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.**

TABLE OF CONTENTS

<b>Section 1.</b>	<b><u>DESCRIPTION OF COMMUNITY</u></b> .....	<b>3</b>
1.1	Independent Living Units.....	3
1.2	Continuing Care at Avery Point.....	3
<b>Section 2.</b>	<b><u>TERM</u></b> .....	<b>4</b>
<b>Section 3.</b>	<b><u>LIVING ACCOMMODATIONS</u></b> .....	<b>4</b>
3.1	Resident’s Right to Occupy.....	4
3.2	Joint Residents .....	4
3.3	Rights of New Spouse.....	4
3.4	Resident’s Obligation to Furnish Unit.....	5
3.5	Customized Improvements .....	5
<b>Section 4.</b>	<b><u>SERVICES TO RESIDENTS</u></b> .....	<b>5</b>
4.1	Independent Living Services.....	5
4.2	Assisted Living Living Services .....	6
4.3	Nursing Services.....	6
<b>Section 5.</b>	<b><u>ANCILLARY SERVICES</u></b> .....	<b>7</b>
5.1	Services Available through Avery Point.....	7
5.2	Services Available through Outside Providers.....	7
5.3	Services Not Provided.....	7
<b>Section 6.</b>	<b><u>OTHER RESIDENT RIGHTS</u></b> .....	<b>8</b>
6.1	Residents’ Association .....	8
6.2	Resident Guests .....	8
6.3	Physicians and Other Professionals .....	8
<b>Section 7.</b>	<b><u>ENTRANCE DEPOSIT</u></b> .....	<b>8</b>
7.1	Payment of Entrance Deposit .....	8
7.2	Escrow and Release from Escrow .....	8
7.3	Adjustments to Entrance Deposit.....	9
7.4	Refund Within Rescission Period or Prior to Occupancy.....	10
7.5	Refund after Occupancy.....	10
7.6	Refund Account & Refund Eligibility.....	10
<b>Section 8.</b>	<b><u>MONTHLY SERVICE PACKAGES</u></b> .....	<b>11</b>
8.1	Monthly Service Package .....	11
8.2	Monthly Service Package for Joint Residents.....	11
8.3	Adjustments to the Monthly Service Package.....	11
8.4	Monthly Service Package in the Event of a Temporary Transfer.....	12
8.5	Monthly Service Package in the Event of a Permanent Transfer to a Different Living Unit .....	12
8.6	Monthly Service Package in the Event of a Termination of Agreement .....	12
<b>Section 9.</b>	<b><u>OTHER FEES, PERIODIC CHARGES, AND COSTS</u></b> .....	<b>13</b>
9.1	Application Fee.....	13
9.2	Ancillary Services.....	13
9.3	Other Services .....	13
9.4	Refurbishing a Vacated Living Unit and Repairing Extraordinary Damage.....	13
9.5	Medical and Other Insurance.....	14
9.6	Funeral Arrangements and Burial Expenses .....	15



9.7	<b>Non-Solicitation of Employees</b> .....	15
<b>Section 10.</b>	<b><u>FINANCIAL INABILITY TO PAY</u></b> .....	15
<b>Section 11.</b>	<b><u>TRANSFERS</u></b> .....	16
11.1	<b>Temporary and Permanent Transfers</b> .....	16
11.2	<b>Transfer at the Election of Resident</b> .....	17
11.3	<b>Transfer at the Election of Avery Point - Non-Emergency</b> .....	17
11.4	<b>Transfer at the Election of Avery Point - Emergency</b> .....	17
11.5	<b>Use of Living Unit</b> .....	18
<b>Section 12.</b>	<b><u>TERMINATION</u></b> .....	18
12.1	<b>Termination Within Rescission Period or Prior to Occupancy</b> .....	18
12.2	<b>Termination by Resident</b> .....	18
12.3	<b>Termination by Avery Point</b> .....	19
12.4	<b>Vacating the Living Unit</b> .....	19
<b>Section 13.</b>	<b><u>RIGHTS OF AVERY POINT</u></b> .....	19
13.1	<b>Community Rules and Regulations</b> .....	19
13.2	<b>Access to Living Units at the Community</b> .....	20
13.3	<b>Property Rights</b> .....	20
13.4	<b>Limitation of Liability</b> .....	20
13.5	<b>Unauthorized Transfers of Property</b> .....	20
13.6	<b>Religious Affiliation and Sponsorship</b> .....	21
13.7	<b>Non-Smoking Policy</b> .....	21
<b>Section 14.</b>	<b><u>MISCELLANEOUS PROVISIONS</u></b> .....	21
14.1	<b>Documents Incorporated by Reference</b> .....	21
14.2	<b>Rules of Construction</b> .....	21
14.3	<b>Non-waiver</b> .....	21
14.4	<b>Entire Agreement</b> .....	21
14.5	<b>Amendment</b> .....	22
14.6	<b>Disclosure Statement</b> .....	22
14.7	<b>Severability</b> .....	22
14.8	<b>Paragraph Headings</b> .....	22
14.9	<b>Venue</b> .....	22
14.10.	<b>Assignment</b> .....	22
14.11	<b>Taxes</b> .....	22
14.12	<b>Electronic Signatures &amp; Counter-Parts</b> .....	22
<b>Section 15.</b>	<b><u>DEFINITIONS</u></b> .....	23

SCHEDULE I - SCHEDULE OF FEES  
SCHEDULE II- DOCUMENTS INCORPORATED

**AVERY POINT  
RESIDENCE AND CARE AGREEMENT**

This Residence and Care Agreement (the "Agreement") is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between AVERY POINT, LLC (referred to in this Agreement as "We", "us" or "Avery Point") and \_\_\_\_\_ (referred to in this Agreement as "You" or the "Resident(s)").

**RECITALS**

R.1 Avery Point retirement community (the "Community") is a continuing care retirement community located in Richmond, Virginia which will be developed in phases to offer various living accommodations and services to seniors, as described herein.

R.2 Avery Point is the operator of the Community and is a registered continuing care provider under the laws of the Commonwealth of Virginia. Avery Point 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**

We plan to develop this Community in phases over a period of several years, subject to obtaining all necessary or required governmental approvals and licenses. Our Community will consist of Independent Living Units, Assisted Living Units (including Memory Care Units) and Nursing Units.

**1.1 Independent Living Units.** The Community is planned to have approximately 1200 Independent Living Units within one or more residential neighborhoods including community centers. The community centers typically include dining venues, meeting spaces, and other common areas. The Community is planned to include a pool, beauty salon(s), guest room(s), and an outpatient Medical Center. The Community is a non-smoking community and residents agree to abide by the restrictions in Section 13.7.

**1.2 Continuing Care at Avery Point.** Continuing Care at Avery Point refers to our on-site health care neighborhood. Continuing Care at Avery Point will house the Assisted Living Units, Memory Care Units, and the Nursing Units. Each floor of Continuing Care at Avery Point is planned to include a dining room, a resident lounge, activity rooms and a bathing core. Continuing Care at Avery Point will be built in several phases starting several years after Community opening. All opening dates are approximate and may change according to changing weather conditions, market demands, etc. Until Continuing Care at Avery Point is opened, we

will enter into transfer agreements with local facilities for residents who need assisted living or nursing care prior to our opening.

**1.2.1 Assisted Living Units.** Continuing Care at Avery Point will include up to 180 Assisted Living Units with varied service packages or special programming for residents who need additional assistance with the activities of daily living, including Memory Care Units, to be completed in phases. 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 Avery Point will include up to 60 Nursing Units, many of which will be private rooms, to be completed in phases. 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 the following services available 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 Credit Plan (see Section 15);
- 24 hour on-site security staff and emergency alert system;
- All utilities including these cable/ telephone/ data services:
  - Basic Cable television service (premium channels additional charge);
  - Local, Long Distance and International landline phone service;
  - Wireless internet service;
- One reserved uncovered parking spot per unit for car registered to resident (2<sup>nd</sup> reserved uncovered spot for double occupancy unit if space is available);
- On-site Fitness Center basic membership;
- Pre-wiring for telephone;

Scheduled off-campus shuttle transportation;  
Maintenance and insurance of buildings, grounds and equipment;  
Trash and general snow removal from common areas; and  
Use of all public rooms and common areas of the Community.

**4.2 Assisted Living Services.** We will provide several packages for Assisted Living residents to serve different care needs. The services listed below are included in most care packages 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 will be 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 care package, in the performance of activities of daily living ("ADLs"), including ambulation, personal hygiene, dressing, toileting and eating;  
Memory care services in designated Memory Care Unit;  
Medication administration;  
Service plan designed by a care team;  
At least three meals per day;  
Regularly scheduled Registered Nurse review and assessment;  
Linens and personal laundry service;  
Light housekeeping care on a weekly basis;  
Medical appointment scheduling, as needed;  
Social/recreational activities;  
24 hour on-site care staff and emergency alert system;  
All utilities including these cable/ telephone/ data services:  
    Basic Cable television service (premium channels additional charge);  
    Local, Long Distance and International landline phone service;  
    Wireless internet service;  
Maintenance and insurance of buildings, grounds and equipment;  
Trash and general snow removal from common areas; and  
Use of all public rooms and common areas of the Community.

**4.3 Nursing Services.** We will provide the following Covered Services included in the Monthly Service Package for Nursing Units. 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;  
Medication administration;  
Service plan designed by a care team;  
At least three meals per day;  
Regularly scheduled Registered Nurse review and assessment;  
Linens and personal laundry service;  
Daily Housekeeping services;  
Planned recreation;

24 hour on-site care staff and emergency alert system;  
Incontinence care;  
More frequent involvement of licensed medical personnel to manage chronic conditions;  
All utilities including these cable/ telephone/ data services:  
    Basic Cable television service (premium channels additional charge);  
    Local, Long Distance and International landline phone service;  
    Wireless internet service;  
Maintenance and insurance of buildings, grounds and equipment;  
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 Avery Point.** 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; and  
Carport parking space or other additional reserved parking space for resident registered cars (if space is available)

**5.2     Services Available through Outside Providers.** We intend to 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 supplies; prescription drugs; 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; physical, speech and occupational therapy. 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. These services will be phased in as the Community is developed and some services may not be immediately available.

**5.3     Services Not Provided.** We do not provide hospice care, acute hospital care, or any institutional care other than care that is appropriate in an Assisted Living Unit, Memory Care 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. OTHER RESIDENT RIGHTS**

**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 temporary basis, 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. ENTRANCE DEPOSIT**

**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 in order to take 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. Twenty percent (20%) 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 banking institution, 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 your 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, equity distributions, and for any reserve funds, but we may use the Entrance Deposits for any other purpose. However, you will retain the right to the 80% 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 accrued or paid to you on your 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 (but in any event within six years after placement in escrow unless specifically approved by the Commission) 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 80% 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. Twenty percent (20%) 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 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 80% Refund Amount as provided in this Section 7.5 and Section 7.6. Your refund will be equal to eighty percent (80%) 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 80% 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 80% 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 80% 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 80% 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 80% 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 80% 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 80% Refund Amount will eventually be paid to the survivor, to the beneficiaries named in the survivor's Refund Form, or to the survivor's estate.

**7.5.3 Termination by Avery Point.** If we terminate the Agreement for good cause (see subsection 12.3 of this Agreement), we shall pay the 80% 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 80% 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 80% 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 80% 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 the definition of 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 80% 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 80% Refund Amount when: (i) you or your representative pay your final bill, and (ii) the funds in the Refund Account are sufficient to fully pay the 80% 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. 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 purpose. We will 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 Monthly Service Packages in Independent Living 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. Changes to your Monthly Service Package that are required by State or Federal assistance programs are effective immediately.

**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, or (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 80% Refund Amount unless you or your representative so direct.

**Section 9. OTHER FEES, PERIODIC CHARGES, AND COSTS**

**9.1 Application Fee.** You shall pay or have paid us an Application Fee, as indicated in Schedule I, in connection with your application for residence at the Community. Such Application 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 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 in accordance with the rules and regulations of the Department. 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 Living Unit or Memory Care Unit to any other Living Unit, or if you permanently leave the Community from an Assisted Living 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 following insurance coverages:

**9.5.1** You shall maintain the maximum coverage available to you under Medicare, Parts A, B & D. We may accept documented equivalent coverage if you are not eligible for Medicare or are insured under other adequate programs. Supplemental insurance is not provided by us. However, a supplemental (“medigap” type) insurance must be purchased and maintained by you at your expense.

**9.5.2** You must also procure and maintain, at your own expense, insurance coverage against damage of, loss to, or theft of your personal property (contents) maintained at the Community, including general liability coverage for personal liability and medical payments should a claim be made or suit brought against you for damages because of a bodily injury, including death, or property damage caused by you. Such insurance shall include liability coverage for damage caused to the Living Unit or other living units or common areas which arise out of your negligent or intentional acts or omissions. We shall be responsible for insuring the building structures, common areas

and building components, the Living Unit and fixtures in the Living Unit provided by us but not including any of your personal property. You are not included nor considered as an additional insured or co-insured under our policies. We reserve all rights of recovery or subrogation for damages caused to our property.

**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 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 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 a resident benevolent care fund, when established and 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** At present, we are not authorized to accept Medicaid for payment of Monthly Service Packages for any Living Units. If in the future we are able to accept Medicaid as a payment source, then you agree to also apply for Medical Assistance if you can qualify. When you are notified by the Executive Director approximately three months before the projected depletion of your remaining Entrance Deposit (less the Community Fee), you agree to immediately apply for Medicaid if available. You also agree to execute any and all documents necessary to make and perfect such claims or rights.

## **Section 11. TRANSFERS**

**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 subject to our approval which may include a financial review.

**11.3 Transfer at the Election of Avery Point - 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 Avery Point - 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 Avery Point 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 a 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 Application 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 Avery Point.** A decision by Avery Point 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 a 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 AVERY POINT**

**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 Avery Point 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 Avery Point' 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.** Avery Point is a for-profit limited liability company. Avery Point is not affiliated with any religious organization.

**13.7 Non-Smoking Policy.** You agree to abide by our prohibition against smoking, e-smoking or vaping in the Living Unit, including balconies or patios, and in common areas. 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 further understand that we may consider your failure to abide by the non-smoking policy as cause to terminate this 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, the Refund Form, and an Application for the Creekside Social Club. This Agreement may include a Promissory Note and Allonge, a Guaranty Agreement, a Power of Attorney for property disposition, and, if applicable to you, 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 III 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 at 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 you, us, and Guarantor(s), if any, for themselves and on behalf of any of their successors, heirs, or beneficiaries, agree that venue for any action for the enforcement, construction, rescission, termination of, or any action arising out of this Agreement or care or services rendered or not rendered pursuant to this Agreement shall solely be in Goochland County, Virginia or , if federal diversity jurisdiction exists, then solely in the U.S. District Court for the Eastern District of 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 Avery Point 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 Taxes.** If local, state or federal law imposes a sales, receipts or similar tax on amounts you pay under this Agreement, you are responsible for paying such taxes.

**14.12 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.

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

**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.

**Avery Point (We/ Us):** Avery Point, LLC.

**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, nursing care and service than is provided in the Nursing Units.

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

**Community Fee:** The Community Fee is defined as twenty percent (20%) 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 twenty percent (20%) of your original Entrance Deposit paid at admission plus twenty percent (20%) of the additional 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 Avery Point:** 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 place 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.

**(Eighty Percent) 80% 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 eighty percent (80%) 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 80% Refund Amount for your convenience.

**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 20% Community Fee is deducted from the Entrance Deposit.

**Executive Director:** The chief administrative officer of the Community appointed as such by Avery Point.

**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.

**Memory Care Unit:** Accommodations for residents who need a higher level of care and memory care programming with potentially more daily assistance than is available in an Independent Living Unit, but who need a lesser degree of medical care, nursing care, and service than is provided in the Nursing Units.

**Monthly Meal Credit Plan:** The standard meal plan for residents in Independent Living Units. Residents will have a plan offering 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. In addition to offering certain premium meals, the community will also have a selection of meal offerings at the standard daily credit amount. You may use the Monthly Meal Plan on a daily basis or as otherwise desired through the calendar month until 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 credits for that new month. If you do not use the all of the 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.

**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 Avery Point 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, nursing care and service that is provided in the Nursing Center.

**Occupancy Date:** The date on which you are authorized by Avery Point 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 Avery Point.

**Participating Independent Living Unit:** A participating Independent Living Unit is an Independent Living Unit whose prior resident had either: i) a Residence and Care Agreement with a 80% Refund Amount obligation, or ii) a Residence and Care Agreement with a refund obligation of less than 80%. We fund the Refund Account with all or a portion of such Entrance



Deposits. A Living Unit that has not been previously occupied with an initial Entrance Deposit is not a participating unit.

**Refund Account:** The balance(s) which we establish to fund the 80% Refund Amount to eligible residents upon termination of the Agreement. The Refund Account is a ledger which is credited/ funded when we receive all or a portion of new Entrance Deposits from new residents who sign a Residence and Care Agreement for Participating Independent Living Units. 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 80% 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 80% 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 80% 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 Avery Point, 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.

**AVERY POINT, LLC.**

\_\_\_\_\_ By: \_\_\_\_\_  
Witness Date

\_\_\_\_\_ Resident \_\_\_\_\_  
Witness Date

\_\_\_\_\_ Resident \_\_\_\_\_  
Witness 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.

\_\_\_\_\_ Guarantor \_\_\_\_\_  
Witness Date

\_\_\_\_\_ Guarantor \_\_\_\_\_  
Witness Date

Schedule I  
Schedule of Fees

Total Entrance Deposit for Unit:     \$ \_\_\_\_\_ consisting of:

Priority List Deposit	\$1,000
Reservation Deposit:	\$ _____
The Signing Deposit:	\$ _____ (bringing total to 10% of Entrance Deposit including previous deposits);
The Final Deposit:	\$ _____ (remaining portion of Entrance Deposit)

*Minus the 20% Community Fee:*             \$ \_\_\_\_\_ (non-refundable)

Current Monthly Service Package for Unit: \$ \_\_\_\_\_ per month

Current Application Fee:             \$ \_\_\_\_\_ per applicant

Current Ancillary Fee Schedule:     See next page

**ANCILLARY FEE SCHEDULE**

<b><u>Department</u></b>	<b><u>Ancillary Service</u></b>	<b><u>2022\$ Fee Estimated</u></b>
<b><u>Administration</u></b>		
Non-Occupancy Credit	<b>Non-Occupancy Credit</b> (Independent Living) Absences per person per day after 30 consecutive days (credit starts on the 31st consecutive day):	\$13.00 per night
<b><u>Information Technology</u></b>		
Computer Technical Services	First half hour ( minimum charge)	\$39.00
	Charge for each additional increment of 1 to 15 minutes Thus, net charge for one hour is \$63.00	\$12.00
<b><u>Dining Services</u></b>		
	Guest Meal	A la carte pricing
	Delivery of meal	\$6.00
	Specialty Menu Items	Additional Fees Apply
<b><u>Parking</u></b>		
	Resident 1st Car Designated Parking Space <sup>1</sup>	No add. Fee
	Resident 2 <sup>nd</sup> Car Designated Parking Space <sup>1</sup> (for double occ living unit and subject to availability)	No add. Fee
	Carport Upgrade (1 <sup>st</sup> Car Priority)	\$50/month
<b><u>General Services</u></b>		
Maintenance, Grounds, Housekeeping Service per hour	Services per hour, plus materials <sup>2</sup>	\$47.00
Roll away bed	Roll Away bed per night in Resident Apartment	\$24.00
Guest Suite	Per Night fee	\$140.00
Apartment Badge	Additional Apartment Badge for electronic door lock.	\$21.00
Mailbox Key	Additional Mailbox Key	\$10.00
Press Alert	Install Device	\$62.00
	Pendant monthly charge	\$21.00
Snow Removal	Snow Removal from car after Normal Snowfall (3" or less)	\$15.00

<u>Department</u>	<u>Ancillary Service</u>	<u>2022\$ Fee Estimated</u>
Storage Bin	Storage Bin per month (Independent Living only)	\$15.00
	Custom Interior Work	Additional Fees Apply
<b><u>Resident Life</u></b>		
	Fitness Center – Monthly Membership	Included
	Standard Group Fitness Classes	Included
	Specialty Group Fitness Classes	Additional Fees apply
	Personal Training Session Rate (30 minutes)	\$32.00

<sup>1</sup> Car must be registered to and insured by resident with valid driver's license.

<sup>2</sup> Materials are extra; specific fees are charged for certain jobs (e.g. TV hookup, picture hanging, etc.)

<sup>3</sup> Percent of local taxi fares.

Schedule III  
Documents Incorporated

- A. Priority List Application
- B. Financial Information Form
- C. Resident History Profile
- D. Refund Form
- E. Key Receipt Form
- F. Application for Creekside Social Club
- G. Unit Release and Unit Release-Transfer Forms
- H. Guaranty Agreement (if any)
- I. Promissory Note (if any) and Allonge to Promissory Note (if any)
- J. Power of Attorney for property disposition (if any)
- K. Advance Directive, Appointment of Health Care Agent, or Living Will (if any)
- L. Resident's medical insurance documentation (if any)

# Avery Point PRIORITY LIST APPLICATION

I hereby make application for a secured position on the **Avery Point 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:**

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 Avery Point.  
A copy will be returned to you for your records.**

APPLICANT(S) \_\_\_\_\_

DATE \_\_\_\_\_

APPLICANT(S) \_\_\_\_\_

DATE \_\_\_\_\_

AVERY POINT \_\_\_\_\_

DATE \_\_\_\_\_

Please enclose one check for:

**(1)** The \$1,000 Priority List Deposit. **(2)** A \$150-per-person application fee.

**Make your check payable to:** Avery Point

**Mail to:** Avery Point Sales Center, 12000 Avery Point Way, Richmond, VA 23233

# Avery Point PRIORITY LIST APPLICATION

## Conditions of the Priority List

- 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 Avery Point, applicants must complete the admissions process, which includes financial and health/service screenings. Avery Point reserves the right to determine if the community offers appropriate care and services for the applicant. Avery Point 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 Avery Point.
- 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 Avery Point, all of your deposits toward the Entrance Deposit will remain in escrow until either (a) the deposit is returned to you as described in Section 2 above; or (b) the escrow agent releases the Entrance Deposit to Avery Point 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 Avery Point 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 Avery Point.
- 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.



**Avery Point**  
BY ERICKSON SENIOR LIVING®

12000 Avery Point Way  
Richmond, VA 23233  
AveryPointCommunity.com



1380474



**FINANCIAL INFORMATION FORM  
CONFIDENTIAL**

**Financial  
Information Form**

Note: 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.	
2. Other than personal liabilities listed above, have you cosigned/guaranteed anyone else's debts?	
3. 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?	
4. Do you regularly make monetary gifts or provide regular monetary support to family members, friends, favorite charities, or other programs?	
5. Do you plan on making significant future monetary gifts in addition to the above?	
6. In the last 10 years, have you filed for protection from creditors or been judged bankrupt?	
7. In the last 5 years, have you loaned money to family/friends and have money owed back to you as the lender?	

Resident Name: \_\_\_\_\_ Current Date: \_\_\_\_\_ Page 4 of 4

12000 Avery Point Way  
Richmond, VA 23233  
AveryPointCommunity.com



**Avery Point**  
BY ERICKSON SENIOR LIVING™

**FINANCIAL INFORMATION FORM**  
**CONFIDENTIAL**

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
 Marital Status: \_\_\_\_\_  
 Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

Assets	Name <small>(Bank, Loan, Broker)</small>	Value as of Date	Amount
A) Checking Account	_____	____/____/____	\$ _____
B) Savings Account	_____	____/____/____	\$ _____
C) Savings Account	_____	____/____/____	\$ _____
D) Certificate of Deposit	_____	____/____/____	\$ _____
E) Certificate of Deposit	_____	____/____/____	\$ _____
F) Mutual Funds	_____	____/____/____	\$ _____
G) Stocks and Bonds	_____	____/____/____	\$ _____
H) Stocks and Bonds	_____	____/____/____	\$ _____
I) Real Estate—Plan to Sell	_____	____/____/____	\$ _____
J) Real Estate—Plan to Hold	_____	____/____/____	\$ _____
K) Other Financial Assets	_____	____/____/____	\$ _____
<small>(Do not include for rental use, IR, RR, etc. May form (see instructions))</small>			
<b>Liabilities</b>		<b>Total Assets</b> \$ _____	
A) Home Mortgage	_____	____/____/____	\$ _____
B) Loan on Autos	_____	____/____/____	\$ _____
C) Credit Cards	_____	____/____/____	\$ _____
D) Other Debts/Liabilities	_____	____/____/____	\$ _____
E) Other Debts/Liabilities	_____	____/____/____	\$ _____
		<b>Total Liabilities</b> \$ _____	
		<b>(Assets minus Liabilities) Total Net Worth</b> \$ _____	

Resident Name \_\_\_\_\_ Current Date \_\_\_\_\_ Page 2 of 4

**FINANCIAL INFORMATION FORM**  
**CONFIDENTIAL**

Sources of Monthly Income:	Resident Name	Term of Income <small>(If different, attach file #)</small>	Survivor Benefits <small>(If any %)</small>	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	_____	_____	_____	\$ _____
				<b>Total Monthly Income</b> \$ _____

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 agree to provide whatever information Avery Point 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 \_\_\_\_\_ Page 3 of 4

Thank you for completing this form.

We are looking forward to getting to know you when you come to Avery Point for your pre-residency meeting. 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

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

\_\_\_\_\_  
(Applicant's Signature)

\_\_\_\_\_  
(Date)

If this form was completed by someone other than the applicant, please have that person state the reason and sign below.

Form completed by \_\_\_\_\_  
Reason \_\_\_\_\_  
Relationship to applicant \_\_\_\_\_

\_\_\_\_\_  
(Applicant's Signature)

\_\_\_\_\_  
(Date)


# Resident Profile

We are excited you have chosen Avery Point, 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 an Avery Point 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 Avery Point 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 Avery Point Team

  
**Avery Point**  
BY ERICKSON SENIOR LIVING •  
1549 Wilkes Ridge Parkway  
Richmond, VA 23233  
AveryPointCommunity.com

  
**Avery Point**  
BY ERICKSON SENIOR LIVING •



# RESIDENT PROFILE

## PERSONAL & DEMOGRAPHIC INFORMATION

First Name \_\_\_\_\_ MI \_\_\_\_\_ Last Name \_\_\_\_\_ Title \_\_\_\_\_  
Identical Name \_\_\_\_\_ Preferred Name \_\_\_\_\_  
Gender:  Male  Female  
Home Phone \_\_\_\_\_ Mobile \_\_\_\_\_ Email \_\_\_\_\_  
Place of Birth \_\_\_\_\_  
(City, State, Country)

## WORK INFORMATION

Employed, what was your main occupation? \_\_\_\_\_  
Are you currently working?  Yes  No  
Hours:  Full-Time  Part-Time  
Company Name \_\_\_\_\_ Occupation \_\_\_\_\_  
Military Service:  Veteran  Nonveteran

## RELIGIOUS PREFERENCE (Optional)

Please Specify (Example: Buddhist, Catholic, Jewish, Muslim, Protestant): \_\_\_\_\_

## ADDITIONAL DEMOGRAPHICS

Primary Language \_\_\_\_\_  
Marital Status:  Single  Married  Widowed  Separated  
 Divorced  Domestic Partner  Other \_\_\_\_\_

## YOU BE BRINGING A DOG OR CAT TO CAMPUS?

Yes  No  
Breed? \_\_\_\_\_ Cat Breed? \_\_\_\_\_  
Would take care of your pet if you could not? \_\_\_\_\_  
Phone \_\_\_\_\_ (Home or Mobile)

## YOU BE BRINGING A MOTOR VEHICLE TO CAMPUS?

Yes  No  
Will help 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 # \_\_\_\_\_

AVERY POINT  
REFUND FORM

Name of Resident(s): \_\_\_\_\_  
Living Unit: \_\_\_\_\_  
Date of Receipt by \_\_\_\_\_  
AVERY POINT: \_\_\_\_\_

**Preliminary Statements and Directions**

1. Pursuant to the Residence and Care Agreement (the "Care Agreement") with AVERY POINT, Resident is entitled to the contracted refund (if any) of the Entrance Deposit paid to AVERY POINT 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 is set forth in the Care Agreement. This 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. AVERY POINT 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. AVERY POINT reserves the right to review and approve the forms so that the right to the refund is clearly delineated for AVERY POINT's staff.
5. AVERY POINT 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 with your estate planning professional. If you do not understand the directions, please consult with the Sales and Admissions Staff. **You may select and sign only one form.**

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. AVERY POINT 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 AVERY POINT the most recent addresses for all listed beneficiaries.

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

10. 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.

**11. 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 AVERY POINT:

By: \_\_\_\_\_  
AVERY POINT Representative

\_\_\_\_\_  
Date

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 AVERY POINT:

By: \_\_\_\_\_  
AVERY POINT Representative

\_\_\_\_\_  
Date

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. _____ % _____<br>_____<br>_____ | 2. _____ % _____<br>_____<br>_____ |
| 3. _____ % _____<br>_____<br>_____ | 4. _____ % _____<br>_____<br>_____ |
| 5. _____ % _____<br>_____<br>_____ | 6. _____ % _____<br>_____<br>_____ |

\_\_\_\_\_  
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 of Form as Resident's own act.

\_\_\_\_\_  
Witness

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness

\_\_\_\_\_

\_\_\_\_\_  
Address

Received by AVERY POINT:

By: \_\_\_\_\_  
AVERY POINT 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.



**AVERY POINT  
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

## APPLICATION FOR CREEKSIDE SOCIAL CLUB

Unless Resident declines by providing written notice to Avery Point, execution of this Residence and Care Agreement also constitutes Resident's application to become a member of Creekside Social Club (the "Club"), a non-profit corporation. Payment of \$120.00 constitutes the Resident's lifetime membership dues for the Club.

The Club is a social club which holds a Private Club license permitting the service of food and alcoholic beverages to its members and their permitted guests for on-premises consumption at certain facilities in the Avery Point retirement community complex.

In accordance with the by-laws and requirements of the Virginia Alcoholic Beverage Control Authority, the application shall be considered by the Club's Membership Committee, which will inform Resident if he or she has been accepted for membership. Copies of the Club's Bylaws shall be provided to Resident upon his or her request.

**AVERY POINT  
UNIT RELEASE ADDENDUM**

Resident(s): \_\_\_\_\_  
Storage bin: \_\_\_\_\_  
Departure Date: \_\_\_\_\_

Unit: \_\_\_\_\_  
Parking Space/Covered Parking: \_\_\_\_\_

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 Avery Point.

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, 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 the Refurbishing Charges as defined in Section 9.4 to be evaluated post-occupancy; however, 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

5. The Community will provide the Refund, if any, per the terms and conditions of Section 7 of the Residence and Care Agreement. 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. **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. **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: \_\_\_\_\_

**AVERY POINT**  
**UNIT RELEASE - TRANSFER 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 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 Avery Point.

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, 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 Avery Point.
4. Per Section 9.4 of the Residence and Care Agreement, I/We will be responsible for the Refurbishing Charges as defined in Section 9.4 to be evaluated post-occupancy; however, 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, if any, per the terms and

conditions of Section 7 of the Residence and Care Agreement. 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. **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 any Refund is made to the new community and that this may extend the time for move-in to the new community. **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: \_\_\_\_\_



AVERY POINT  
GUARANTY AGREEMENT

This Guaranty Agreement is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between Avery Point, LLC ("Avery Point") and \_\_\_\_\_ (herein collectively referred to as "Guarantor").

WHEREAS, \_\_\_\_\_ ("Beneficiary") desires to become a resident at the Avery Point Retirement Community and has entered or will enter into a Residence and Care Agreement with Avery Point;

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

WHEREAS, Guarantor desires to give Avery Point additional assurances in order to induce Avery Point 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 Avery Point incurred relative to Beneficiary's residence at Avery Point 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 Avery Point 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 Avery Point 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, Avery Point will not attempt to collect from the Beneficiary first.
3. Avery Point 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 Avery Point 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 Avery Point; 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, Avery Point 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 Avery Point shall be made and decided solely between Avery Point 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 Avery Point all amounts due and payable pursuant to the Guaranty within forty-five (45) days of demand by Avery Point 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 Avery Point 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 Goochland County, Virginia.
8. In the event that Beneficiary terminates the Residence and Care Agreement during his/ her lifetime or dies during residence at Avery Point, Avery Point 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

AVERY POINT, LLC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

AVERY POINT  
LIMITED GUARANTY AGREEMENT

This Guaranty Agreement is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between AVERY POINT, LLC (herein referred to as "Avery Point") and \_\_\_\_\_ (herein collectively referred to as "Guarantors").

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

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

WHEREAS, Guarantors desire to give Avery Point additional assurances in order to induce Avery Point 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. Guarantors agrees to voluntarily and unconditionally guarantee payment (the "Guaranty") of Beneficiary's obligations which are due or may become due to Avery Point 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 Avery Point pursuant to Section 8 of this Agreement. The Guaranty is limited in the amount of \_\_\_\_\_. All of the Guarantors are jointly and severally liable for this obligation.
2. Guarantors understand that this is an unconditional Guaranty of payment, not collection.
3. Avery Point will use its sole discretion in determining whether or not to proceed to collect amounts from Guarantors or other sources. In exercising that discretion, as a matter of policy but not obligation, generally Avery Point 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 Guarantors; third, from spending down the Entrance Deposit paid to Avery Point; 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, Avery Point agrees to accept Beneficiary as a resident pursuant to the terms of the Residence and Care Agreement.

5. Guarantors hereby waive their rights to the following: presentment, demand, dishonor, protest, notice of nonpayment, and notice of dishonor. Guarantors further agree that all arrangements concerning Beneficiary's financial obligations to Avery Point shall be made and decided solely between Avery Point and the Beneficiary. However, Guarantors shall be entitled, upon request, to receive a copy of Beneficiary's monthly statement.

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

7. In the event of a Default, in addition to any amounts due pursuant to the Guaranty, Guarantors shall also be jointly and severally responsible for any court costs, including reasonable attorneys' fees, that might be incurred by Avery Point 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 Goochland 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 Avery Point, Avery Point agrees that Guarantors shall be released from their obligations under this Guaranty Agreement upon satisfaction of all of Guarantors' obligations pursuant to this Guaranty Agreement.

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Guarantor

AVERY POINT, LLC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

AVERY POINT  
LIMITED GUARANTY AGREEMENT (JOINT ASSETS)

This Guaranty Agreement is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between Avery Point, LLC ("Avery Point") and \_\_\_\_\_ (herein collectively referred to as "Guarantor").

Recitals

R.1 \_\_\_\_\_ ("Beneficiary") desires to become a resident at the Avery Point Retirement Community and will enter into a Residence and Care Agreement with Avery Point;

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 Avery Point's standard qualifications for residency;

R.4 Guarantor desires to give Avery Point additional assurances as to the Joint Assets in order to induce Avery Point 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 Avery Point incurred relative to Beneficiary's residence at Avery Point 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 Avery Point 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 Avery Point's verification of Beneficiary's financial qualifications other than the Joint Assets and to Avery Point's determination of the appropriate level of care for

Beneficiary, Avery Point 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, Avery Point 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 Avery Point 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, Avery Point shall review the Beneficiary's then-current financial status, including but not limited to the balance of the Joint Assets. Avery Point 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 Avery Point 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, Avery Point 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. Avery Point may require that Resident seek to obtain funds from outside sources such as medical assistance. If Avery Point believes in its sole discretion that any expenditures from the Joint Assets were due to a Default by Guarantor, Avery Point shall proceed as provided in Section 5 hereof.
- 4.3. After spend-down of Beneficiary's assets, including the Joint Assets, Avery Point shall release the Guaranty and shall initiate a spend-down of the entrance deposit.

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, Avery Point shall normally proceed as follows:

- 5.1. Prior to initiating a spend-down plan as described in Section 4.2, Avery Point shall first enforce the Guaranty. Avery Point 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 Avery Point in its sole discretion.

- 5.2. In the event that Avery Point 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 Avery Point in enforcing the Guaranty.
- 5.3. After payment to Avery Point 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, Avery Point will work with the Beneficiary or the Beneficiary's duly authorized representative to initiate the steps listed in Section 4.2 and 4.3 hereof with regard to the spend-down program.
6. The parties agree that venue for any claim, conflict, enforcement, or other action arising out of this Guaranty Agreement shall be in Goochland 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 Avery Point shall be made and decided solely between Avery Point 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 Avery Point under this Agreement, Avery Point 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. Avery Point 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 Avery Point, 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

AVERY POINT, LLC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

EXHIBIT A

Joint Assets

Value as of Date of Agreement

AVERY POINT  
LIMITED GUARANTY/MONTHLY CONTRIBUTION AGREEMENT

This Guaranty Agreement is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between AVERY POINT, LLC (herein referred to as "Avery Point") and \_\_\_\_\_  
\_\_\_\_\_ (herein collectively referred to as "Guarantor").

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

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

WHEREAS, Guarantor desires to give Avery Point additional assurances in order to induce Avery Point 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 Avery Point 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 Avery Point, LLC \_\_\_\_\_ 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 Avery Point 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 15<sup>th</sup> day of each month to Avery Point 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, Avery Point 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 Avery Point shall be made and decided solely between Avery Point 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 Avery Point all amounts due and payable pursuant to the Guaranty within forty-five (45) days of demand by Avery Point 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 Avery Point in enforcing the Agreement. The parties agree that this Agreement shall be interpreted under the laws of the State of Virginia, and venue for any claim arising out of this Guaranty Agreement shall be in Goochland 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 Avery Point, Avery Point 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, Avery Point 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

\_\_\_\_\_  
AVERY POINT, LLC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

## CUSTOM INTERIORS AGREEMENT

THIS CUSTOM INTERIORS AGREEMENT (the "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Avery Point, LLC, having an address of 1549 Wilkes Ridge Parkway, Richmond, Virginia 23233 (herein referred to as "Avery Point") and \_\_\_\_\_ ("Resident").

### RECITALS

R.1 Resident has entered or shall enter into a Residence and Care Agreement (the "Care Agreement") with Avery Point 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. Avery Point 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 Avery Point 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 Avery Point 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 Avery Point 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, Avery Point 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 Avery Point 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, Avery Point 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 Avery Point 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 Gochland 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

\_\_\_\_\_  
\_\_\_\_\_

AVERY POINT, LLC

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**EXHIBIT A – STATEMENT OF WORK/PRICE QUOTE**

1. The work to be performed by Avery Point is described in the attached Price Quote. Avery Point 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. Avery Point shall advise Resident of any changes to the Contract Fee due to the additional requested work.

2. Limitation of Liability. Avery Point will perform the work in a timely manner and in workmanlike fashion. **EVERY POINT'S LIABILITY 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 AVERY POINT.**

\$ \_\_\_\_\_  
Richmond, Virginia

Date of Note: \_\_\_\_\_, 20\_\_\_\_

**AVERY POINT  
PROMISSORY NOTE**

Now, therefore, the undersigned, \_\_\_\_\_, (the "Maker"), hereby promises to pay to the order of Avery Point, LLC at its offices located at 1549 Wilkes Ridge Parkway, Richmond, Virginia 23233, or at such other place as the holder (the person or entity who is holder of this promissory note (the "Note") from time to time will be referred to as the "Holder") of this Note may, from time to time designate, the principal sum of: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), plus all accrued interest, payable on or before \_\_\_\_\_ (the "Maturity Date").

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 balance principal due on or before the Maturity Date, the interest for that period shall be waived. In the event that the entire balance is not paid on or before the Maturity Date, **accrued interest will be charged every month from the Maturity Date on the unpaid principal balance until satisfaction and termination of this Note.**
2. **Repayment.** The entire principal amount shall be due and payable on the Maturity Date. The Maker may prepay or repay all or any portion of the principal amount of the Note at any time, without penalty. If Maker fails to pay the entire principal balance on the Maturity Date, Maker agrees to pay interest as described in Section 1 of this Note until the entire principal balance is paid.
3. **Application of Payments.** All payments made hereunder shall be applied first to accrued interest, before being applied to principal.
4. **Prepayment.** The undersigned may prepay this Note in whole or in part at any time before the Maturity Date without any penalty.
5. **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.
6. **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.

7. 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.

8. 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.

9. 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 Goochland County, Virginia.

10. 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 Avery Point, LLC ("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 only one 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: Avery Point, LLC

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Living Unit: \_\_\_\_\_

***AVERY POINT  
RESIDENCE AND CARE AGREEMENT  
FULLY DECLINING REFUND***

April 2022

**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.**

## TABLE OF CONTENTS

<b>Section 1.</b>	<b><u>DESCRIPTION OF COMMUNITY</u></b> .....	<b>3</b>
1.1	Independent Living Units.....	<b>3</b>
1.2	Continuing Care at Avery Point.....	<b>3</b>
<b>Section 2.</b>	<b><u>TERM</u></b> .....	<b>4</b>
<b>Section 3.</b>	<b><u>LIVING ACCOMMODATIONS</u></b> .....	<b>4</b>
3.1	Resident's Right to Occupy.....	<b>4</b>
3.2	Joint Residents.....	<b>4</b>
3.3	Rights of New Spouse.....	<b>4</b>
3.4	Resident's Obligation to Furnish Unit.....	<b>5</b>
3.5	Customized Improvements.....	<b>5</b>
<b>Section 4.</b>	<b><u>SERVICES TO RESIDENTS</u></b> .....	<b>5</b>
4.1	Independent Living Services.....	<b>5</b>
4.2	Assisted Living Living Services.....	Error! Bookmark not defined.
4.3	Nursing Services.....	Error! Bookmark not defined.
<b>Section 5.</b>	<b><u>ANCILLARY SERVICES</u></b> .....	<b>7</b>
5.1	Services Available through Avery Point.....	<b>7</b>
5.2	Services Available through Outside Providers.....	<b>7</b>
5.3	Services Not Provided.....	<b>7</b>
<b>Section 6.</b>	<b><u>OTHER RESIDENT RIGHTS</u></b> .....	<b>8</b>
6.1	Residents' Association.....	<b>8</b>
6.2	Resident Guests.....	<b>8</b>
6.3	Physicians and Other Professionals.....	<b>8</b>
<b>Section 7.</b>	<b><u>ENTRANCE DEPOSIT</u></b> .....	<b>8</b>
7.1	Payment of Entrance Deposit.....	<b>8</b>
7.2	Escrow and Release from Escrow.....	<b>8</b>
7.3	Adjustments to Entrance Deposit.....	<b>9</b>
7.4	Refund Within Rescission Period or Prior to Occupancy.....	<b>10</b>
7.5	Refund of Entrance Deposit After Expiration of Right of Rescission and Occupancy Date.....	<b>10</b>
7.6	Offset of Unpaid Fees from Entrance Deposit Refund.....	<b>11</b>
<b>Section 8.</b>	<b><u>MONTHLY SERVICE PACKAGES</u></b> .....	<b>11</b>
8.1	Monthly Service Package.....	<b>11</b>
8.2	Monthly Service Package for Joint Residents.....	<b>12</b>
8.3	Adjustments to the Monthly Service Package.....	<b>12</b>
8.4	Monthly Service Package in the Event of a Temporary Transfer.....	<b>12</b>
8.5	Monthly Service Package in the Event of a Permanent Transfer to a Different Living Unit.....	<b>12</b>
8.6	Monthly Service Package in the Event of a Termination of Agreement.....	<b>13</b>
<b>Section 9.</b>	<b><u>OTHER FEES, PERIODIC CHARGES, AND COSTS</u></b> .....	<b>13</b>
9.1	Application Fee.....	<b>13</b>
9.2	Ancillary Services.....	<b>13</b>
9.3	Other Services.....	<b>13</b>
9.4	Refurbishing a Vacated Living Unit and Repairing Extraordinary Damage.....	<b>13</b>
9.5	Medical and Other Insurance.....	<b>14</b>

9.6	Funeral Arrangements and Burial Expenses .....	15
9.7	Non-Solicitation of Employees .....	15
Section 10.	<b><u>FINANCIAL INABILITY TO PAY</u></b> .....	15
Section 11.	<b><u>TRANSFERS</u></b> .....	16
11.1	Temporary and Permanent Transfers .....	16
11.2	Transfer at the Election of Resident.....	17
11.3	Transfer at the Election of Avery Point - Non-Emergency.....	17
11.4	Transfer at the Election of Avery Point - Emergency .....	17
11.5	Use of Living Unit .....	18
Section 12.	<b><u>TERMINATION</u></b> .....	18
12.1	Termination Within Rescission Period or Prior to Occupancy.....	18
12.2	Termination by Resident.....	19
12.3	Termination by Avery Point.....	19
12.4	Vacating the Living Unit.....	19
Section 13.	<b><u>RIGHTS OF AVERY POINT</u></b> .....	20
13.1	Community Rules and Regulations.....	20
13.2	Access to Living Units at the Community.....	20
13.3	Property Rights.....	20
13.4	Limitation of Liability .....	20
13.5	Unauthorized Transfers of Property.....	21
13.6	Religious Affiliation and Sponsorship.....	21
13.7	Non-Smoking Policy.....	21
Section 14.	<b><u>MISCELLANEOUS PROVISIONS</u></b> .....	21
14.1	Documents Incorporated by Reference .....	21
14.2	Rules of Construction .....	21
14.3	Non-waiver.....	21
14.4	Entire Agreement.....	22
14.5	Amendment .....	22
14.6	Disclosure Statement .....	22
14.7	Severability .....	22
14.8	Paragraph Headings .....	22
14.9	Venue.....	22
14.10.	Assignment.....	22
14.11	Taxes.....	22
14.12	Electronic Signatures & Counter-Parts.....	22
Section 15.	<b><u>DEFINITIONS</u></b> .....	23

SCHEDULE I- SCHEDULE OF FEES  
SCHEDULE II- DOCUMENTS INCORPORATED



**AVERY POINT  
RESIDENCE AND CARE AGREEMENT**

This Residence and Care Agreement (the "Agreement") is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between AVERY POINT, LLC (referred to in this Agreement as "We", "us" or "Avery Point") and \_\_\_\_\_ (referred to in this Agreement as "You" or the "Resident(s)").

**RECITALS**

R.1 Avery Point retirement community (the "Community") is a continuing care retirement community located in Richmond, Virginia which will be developed in phases to offer various living accommodations and services to seniors, as described herein.

R.2 Avery Point is the operator of the Community and is a registered continuing care provider under the laws of the Commonwealth of Virginia. Avery Point 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**

We plan to develop this Community in phases over a period of several years, subject to obtaining all necessary or required governmental approvals and licenses. Our Community will consist of Independent Living Units, Assisted Living Units (including Memory Care Units) and Nursing Units.

**1.1 Independent Living Units.** The Community is planned to have approximately 1200 Independent Living Units within one or more residential neighborhoods including community centers. The community centers typically include dining venues, meeting spaces, and other common areas. The Community is planned to include a pool, beauty salon(s), guest room(s), and an outpatient Medical Center. The Community is a non-smoking community and residents agree to abide by the restrictions in Section 13.7.

**1.2 Continuing Care at Avery Point.** Continuing Care at Avery Point refers to our on-site health care neighborhood. Continuing Care at Avery Point will house the Assisted Living Units, Memory Care Units, and the Nursing Units. Each floor of Continuing Care at Avery Point is planned to include a dining room, a resident lounge, activity rooms and a bathing core. Continuing Care at Avery Point will be built in several phases starting several years after Community opening. All opening dates are approximate and may change according to changing weather conditions, market demands, etc. Until Continuing Care at Avery Point is opened, we

will enter into transfer agreements with local facilities for residents who need assisted living or nursing care prior to our opening.

**1.2.1 Assisted Living Units.** Continuing Care at Avery Point will include up to 180 Assisted Living Units with varied service packages or special programming for residents who need additional assistance with the activities of daily living, including Memory Care Units, to be completed in phases. 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 Avery Point will include up to 60 Nursing Units, many of which will be private rooms, to be completed in phases. 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 the following services available 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 Credit Plan (see Section 15);
- 24 hour on-site security staff and emergency alert system;
- All utilities including these cable/ telephone/ data services:
  - Basic Cable television service (premium channels additional charge);
  - Local, Long Distance and International landline phone service;
  - Wireless internet service;
- One reserved uncovered parking spot per unit for car registered to resident (2<sup>nd</sup> reserved uncovered spot for double occupancy if space is available);
- On-site Fitness Center basic membership;
- Pre-wiring for telephone;

Scheduled off-campus shuttle transportation;  
Maintenance and insurance of buildings, grounds and equipment;  
Trash and general snow removal from common areas; and  
Use of all public rooms and common areas of the Community.

**4.2 Assisted Living Services.** We will provide several packages for Assisted Living residents to serve different care needs. The services listed below are included in most care packages 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 will be 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 care package, in the performance of activities of daily living ("ADLs"), including ambulation, personal hygiene, dressing, toileting and eating;  
Memory care services in designated Memory Care Unit;  
Medication administration;  
Service plan designed by a care team;  
At least three meals per day;  
Regularly scheduled Registered Nurse review and assessment;  
Linens and personal laundry service;  
Light housekeeping care on a weekly basis;  
Medical appointment scheduling, as needed;  
Social/recreational activities;  
24 hour on-site care staff and emergency alert system;  
All utilities including these cable/ telephone/ data services:  
    Basic Cable television service (premium channels additional charge);  
    Local, Long Distance and International landline phone service;  
    Wireless internet service;  
Maintenance and insurance of buildings, grounds and equipment;  
Trash and general snow removal from common areas; and  
Use of all public rooms and common areas of the Community.

**4.3 Nursing Services.** We will provide the following Covered Services included in the Monthly Service Package for Nursing Units. 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;  
Medication administration;  
Service plan designed by a care team;  
At least three meals per day;  
Regularly scheduled Registered Nurse review and assessment;  
Linens and personal laundry service;  
Daily Housekeeping services;  
Planned recreation;

24 hour on-site care staff and emergency alert system;  
Incontinence care;  
More frequent involvement of licensed medical personnel to manage chronic conditions;  
All utilities including these cable/ telephone/ data services:  
    Basic Cable television service (premium channels additional charge);  
    Local, Long Distance and International landline phone service;  
    Wireless internet service;  
Maintenance and insurance of buildings, grounds and equipment;  
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 Avery Point.** 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; and  
Carport parking space or other additional reserved parking space for resident registered cars (if space is available)

**5.2     Services Available through Outside Providers.** We intend to 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 supplies; prescription drugs; 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; physical, speech and occupational therapy. 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. These services will be phased in as the Community is developed and some services may not be immediately available.

**5.3     Services Not Provided.** We do not provide hospice care, acute hospital care, or any institutional care other than care that is appropriate in an Assisted Living Unit, Memory Care 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. OTHER RESIDENT RIGHTS**

**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 temporary basis, 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. ENTRANCE DEPOSIT**

**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 in order to take 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. .

**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 banking institution, 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 your 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. 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, equity distributions, and for any reserve funds, but we may use the Entrance Deposits for any other purpose. However, you will retain the right to the Unearned 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 accrued or paid to you on your 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 (but in any event within six years after placement in escrow unless specifically approved by the Commission) 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 Unearned Refund, if any, upon termination of this Agreement as discussed in Sections 7.4, 7.5, and 7.6 of this Agreement.

**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. If you transfer and pay the new deposit, you agree that the new deposit is immediately subject to the original declining balance schedule consistent with the Occupancy Date of your original Living Unit for purposes of Section 7.5.

**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 earned portion of the Entrance Deposit, 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 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 any portion of the Entrance Deposit that we have earned for each month of your residency pursuant to Section 7.5.

**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 of Entrance Deposit After Expiration of Right to Rescission and Occupancy Date**

**7.5.1 Refund Amount – Termination Within First 48 Months.** If this Agreement is terminated at the election of all Residents in the Living Unit during their lifetime following the rescission period described in Section 12.1.1 and within and including the first forty-eight (48) months from the original Occupancy Date, we will refund an Unearned Refund amount equal to the Entrance Deposit (i) minus a processing fee of 4% of the Entrance Deposit, and (ii) minus a fee equal to 2% of the Entrance Deposit per month for each month from the original Occupancy Date through the Departure Date (even if such final month is only a partial month). The payment of the refund is subject to the timing described in this Section 7.5 and the off-set described in Section 7.6.

**7.5.2 Refund Amount – Death of Resident(s) or Death of One Resident, and Subsequent Termination Within First 48 Months.** If (a) either a single Resident or both Joint Residents pass away after the expiration of the rescission period described in Section 12.1.1 and within and including the first forty-eight (48) months from the Occupancy Date, or (b) One Joint Resident passes away and the surviving Joint Resident terminates this Agreement after the expiration of the thirty day period described in Section 12.1.1 and within and including the first forty-eight (48) months from the Occupancy Date, we refund an Unearned Refund amount equal to the Entrance Deposit (i) minus a processing fee of 4% of the Entrance Deposit, and (ii) minus a fee equal to 2% of the Entrance Deposit per month for each month following the Occupancy Date, including the final month of the term of this Agreement (even if such final month is only a partial month). The payment of the refund is subject to the timing described in this Section 7.5 and the off-set described in Section 7.6.

**7.5.3 No Refund After First 48 Months.** If this Agreement terminates after the first forty-eight (48) months from the Occupancy Date or later, whether due to your choice, our choice, or your death, you will not be entitled to any refund of the Entrance Deposit.

**7.5.4 Timing of Unearned Refund Payment.**

- a. If you are entitled to an Unearned Refund of a portion of your Entrance Deposit pursuant to Section 7.5.1 or 7.5.2 of this Agreement due to the termination of this Agreement following the Occupancy Date, other than a termination by us under Section 12.3, we will pay the refund within ninety



(90) days after you turn in your keys and vacate any Living Unit(s), including parking or storage spaces, which you were occupying on the Departure Date.

- b. If we terminate this Agreement for just cause as set forth in Section 12.3 and if you are entitled to an Unearned Refund of a portion of your Entrance Deposit pursuant to Section 7.5.1 or 7.5.2 of this Agreement due to the termination of this Agreement following the Occupancy Date, we will pay the Unearned Refund within thirty (30) days after you turn in your keys and vacate any Living Unit(s), including parking or storage spaces, which you were occupying on the Departure Date. We may also offset fees as described in Section 7.6. Any funds that we retain and do not use for such purposes will be refunded to you within 45 days after you turn in your keys and vacate any Living Unit(s), including parking or storage spaces, which you were occupying on the Departure Date.

**7.5.5 How Unearned Refund is Payable.** If an Unearned Refund is due to you, we will pay the appropriate refund to the duly designated beneficiaries named in your refund form. If there is no refund form on file, then we will refund to you if you leave during your lifetime and to your estate if you pass away as a resident. If one joint resident dies, there will be no refund of any portion of the refund; instead, so long as a surviving joint Resident continues to reside at the community, the Entrance Deposit 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 refund will eventually be paid to the survivor, to the beneficiaries named in the survivor's refund form, or the survivor's estate.

**7.6 Offset of Unpaid Fees from Entrance Deposit Refund.** We may withhold from any Unearned Refund that is payable to you, your estate, or other duly designated beneficiaries such amounts as may be required to pay (a) any unpaid fees or charges for services provided to you at the Community, (b) the refurbishing charges as defined in Section 9.4, and (c) any other amounts to which we are entitled under this Agreement.

## **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. 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 purpose. We will 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 Monthly Service Packages in Independent Living 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. Changes to your Monthly Service Package that are required by State or Federal assistance programs are effective immediately.

**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, or (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.

## **Section 9. OTHER FEES, PERIODIC CHARGES, AND COSTS**

**9.1 Application Fee.** You shall pay or have paid us an Application Fee, as indicated in Schedule I, in connection with your application for residence at the Community. Such Application 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 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 in accordance with the rules and regulations of the Department. 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 Living Unit or Memory Care Unit to any other Living Unit, or if you permanently leave the Community from an Assisted Living 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 following insurance coverages:

**9.5.1** You shall maintain the maximum coverage available to you under Medicare, Parts A, B & D. We may accept documented equivalent coverage if you are not eligible for Medicare or are insured under other adequate programs. Supplemental

insurance is not provided by us. However, a supplemental (“medigap” type) insurance must be purchased and maintained by you at your expense.

**9.5.2** You must also procure and maintain, at your own expense, insurance coverage against damage of, loss to, or theft of your personal property (contents) maintained at the Community, including general liability coverage for personal liability and medical payments should a claim be made or suit brought against you for damages because of a bodily injury, including death, or property damage caused by you. Such insurance shall include liability coverage for damage caused to the Living Unit or other living units or common areas which arise out of your negligent or intentional acts or omissions. We shall be responsible for insuring the building structures, common areas and building components, the Living Unit and fixtures in the Living Unit provided by us but not including any of your personal property. You are not included nor considered as an additional insured or co-insured under our policies. We reserve all rights of recovery or subrogation for damages caused to our property.

**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 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** We require, in the event you claim to be unable to make full monthly payments by reason of financial inability, you must take any or all of the following actions, as directed by the Executive Director. To qualify for assistance, a resident must otherwise be in compliance with

the terms of such resident's Residence and Care Agreement. Our exercise of any rights or remedies under Section 10 due to your failure to pay will not constitute a waiver of any of our other rights or remedies, including our right to terminate this Agreement.

10.2 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.

10.3 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. As part of the Spending Plan, you shall assign to us any health-related insurance benefits and any benefits under any governmental insurance or assistance program (including Medicare) that you receive, until the amount we have received equals the aggregate charges for the care and services that you have received, based upon the Community's standard rates. If you fail to cooperate with the Spending Plan for the outside assets, such failure may constitute just cause for termination of the Agreement due to non-payment of fees in accordance with Section 12.3 of this Agreement.

10.4 Upon completion of the Spending Plan, and when we have fully earned the Entrance Deposit as described in Section 7.5 per each month of your occupancy, you may qualify for assistance from the resident care fund when established, and 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 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 At present, we are not authorized to accept Medicaid for payment of Monthly Service Packages for any Living Units. If in the future we are able to accept Medicaid as a payment source, then you agree to also apply for Medicaid if you can qualify. You also agree to execute any and all documents necessary to make and perfect such claims or rights.

## **Section 11. TRANSFERS**

**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 subject to our approval which may include a financial review.

**11.3 Transfer at the Election of Avery Point - 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 Avery Point - 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 Avery Point 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 a 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 Application 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 Avery Point.** A decision by Avery Point 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 offset the overdue fees and charges against the Unearned Refund Amount, if any. 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 a 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 AVERY POINT**

**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 Avery Point 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 Avery Point' 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.** Avery Point is a for-profit limited liability company. Avery Point is not affiliated with any religious organization.

**13.7 Non-Smoking Policy.** You agree to abide by our prohibition against smoking, e-smoking or vaping in the Living Unit, including balconies or patios, and in common areas. 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 further understand that we may consider your failure to abide by the non-smoking policy as cause to terminate this 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, the Refund Form, and an Application for the Creekside Social Club. This Agreement may include a Promissory Note and Allonge, a Guaranty Agreement, a Power of Attorney for property disposition, and, if applicable to you, 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 III 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 at 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 you, us, and Guarantor(s), if any, for themselves and on behalf of any of their successors, heirs, or beneficiaries, agree that venue for any action for the enforcement, construction, rescission, termination of, or any action arising out of this Agreement or care or services rendered or not rendered pursuant to this Agreement shall solely be in Goochland County, Virginia or , if federal diversity jurisdiction exists, then solely in the U.S. District Court for the Eastern District of 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 Avery Point 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 Taxes.** If local, state or federal law imposes a sales, receipts or similar tax on amounts you pay under this Agreement, you are responsible for paying such taxes.

**14.12 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.

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

**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.

**Avery Point (We/ Us):** Avery Point, LLC.

**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, nursing care and service than is provided in the Nursing Units.

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

**Continuing Care at Avery Point:** 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 place 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.

**Executive Director:** The chief administrative officer of the Community appointed as such by Avery Point.

**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.

**Memory Care Unit:** Accommodations for residents who need a higher level of care and memory care programming with potentially more daily assistance than is available in an Independent Living Unit, but who need a lesser degree of medical care, nursing care, and service than is provided in the Nursing Units.

**Monthly Meal Credit Plan:** The standard meal plan for residents in Independent Living Units. Residents will have a plan offering 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. In addition to offering certain premium meals, the community will also have a selection of meal offerings at the standard daily credit amount. You may use the Monthly Meal Plan on a daily basis or as otherwise desired through the calendar month until 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 credits for that new month. If you do not use the all of the 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.

**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 Avery Point 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, nursing care and service that is provided in the Nursing Center.

**Occupancy Date:** The date on which you are authorized by Avery Point 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 Avery Point.

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

**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 Avery Point, 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.

**Unearned Refund Amount:** The difference between the total Entrance Deposit paid by you and the amount credited to/earned by Avery Point during your residency per Section 7.5 of this Agreement. For purposes of any Refund, the Unearned Refund Amount will be calculated as of the month of your Departure Date from the Community (even if such final month is only a partial month).



**SIGNATURES**

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

**AVERY POINT, LLC**

\_\_\_\_\_ By: \_\_\_\_\_  
Witness Date

\_\_\_\_\_ Resident \_\_\_\_\_  
Witness Date

\_\_\_\_\_ Resident \_\_\_\_\_  
Witness 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.

\_\_\_\_\_ Guarantor \_\_\_\_\_  
Witness Date

\_\_\_\_\_ Guarantor \_\_\_\_\_  
Witness Date

Schedule I  
Schedule of Fees

Total Entrance Deposit for Unit: \$ \_\_\_\_\_ consisting of:

Priority List Deposit	\$1,000
Reservation Deposit:	\$ _____
The Signing Deposit:	\$ _____ (bringing total to 10% of Entrance Deposit including previous deposits);
The Final Deposit:	\$ _____ (remaining portion of Entrance Deposit)

Current Monthly Service Package for Unit: \$ \_\_\_\_\_ per month

Current Application Fee: \$ \_\_\_\_\_ per applicant

Current Ancillary Fee Schedule: See next page

**ANCILLARY FEE SCHEDULE**

<b><u>Department</u></b>	<b><u>Ancillary Service</u></b>	<b><u>2022\$ Fee Estimated</u></b>
<b><u>Administration</u></b>		
Non-Occupancy Credit	<b>Non-Occupancy Credit</b> (Independent Living) Absences per person per day after 30 consecutive days (credit starts on the 31st consecutive day):	\$13.00 per night
<b><u>Information Technology</u></b>		
Computer Technical Services	First half hour ( minimum charge)	\$39.00
	Charge for each additional increment of 1 to 15 minutes Thus, net charge for one hour is \$63.00	\$12.00
<b><u>Dining Services</u></b>		
	Guest Meal	A la carte pricing
	Specialty Menu Items	Additional Fees Apply
<b><u>Parking</u></b>		
	Resident 1st Car Designated Parking Space <sup>1</sup>	No add. fee
	Resident 2 <sup>nd</sup> Car Designated Parking Space <sup>1</sup> (for double occ living unit and subject to availability)	No add. Fee
	Carport Upgrade (1 <sup>st</sup> Car Priority)	\$50/month
<b><u>General Services</u></b>		
Maintenance, Grounds, Housekeeping Service per hour	Services per hour, plus materials <sup>2</sup>	\$47.00
Roll away bed	Roll Away bed per night in Resident Apartment	\$24.00
Guest Suite	Per Night fee	\$140.00
Apartment Badge	Additional Apartment Badge for electronic door lock.	\$21.00
Mailbox Key	Additional Mailbox Key	\$10.00
Press Alert	Install Device	\$62.00
	Pendant monthly charge	\$21.00
Snow Removal	Snow Removal from car after Normal Snowfall (3" or less)	\$15.00
Storage Bin	Additional Storage Bin per month	\$15.00

<u>Department</u>	<u>Ancillary Service</u>	<u>2022\$ Fee Estimated</u>
	(Independent Living only)	
	Custom Interior Work	Additional Fees Apply
<b><u>Resident Life</u></b>		
	Fitness Center – Monthly Membership	Included
	Standard Group Fitness Classes	Included
	Specialty Group Fitness Classes	Additional Fees Apply
	Personal Training Session Rate (30 minutes)	\$32.00

<sup>1</sup> Car must be registered to and insured by resident with valid driver's license.

<sup>2</sup> Materials are extra; specific fees are charged for certain jobs (e.g. TV hookup, picture hanging, etc.)

<sup>3</sup> Percent of local taxi fares.

Schedule III  
Documents Incorporated

- A. Priority List Application
- B. Financial Information Form
- C. Resident History Profile
- D. Refund Form
- E. Key Receipt Form
- F. Application for Creekside Social Club
- G. Unit Release and Unit Release-Transfer Forms
- H. Guaranty Agreement (if any)
- I. Promissory Note (if any) and Allonge to Promissory Note (if any)
- J. Power of Attorney for property disposition (if any)
- K. Advance Directive, Appointment of Health Care Agent, or Living Will (if any)
- L. Resident's medical insurance documentation (if any)

# Avery Point PRIORITY LIST APPLICATION

I hereby make application for a secured position on the **Avery Point 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:**

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 Avery Point.  
A copy will be returned to you for your records.**

APPLICANT(S) \_\_\_\_\_ DATE \_\_\_\_\_

APPLICANT(S) \_\_\_\_\_ DATE \_\_\_\_\_

AVERY POINT \_\_\_\_\_ DATE \_\_\_\_\_

Please enclose one check for:

**(1)** The \$1,000 Priority List Deposit. **(2)** A \$150-per-person application fee.

**Make your check payable to:** Avery Point

**Mail to:** Avery Point Sales Center, 12000 Avery Point Way, Richmond, VA 23233

# Avery Point PRIORITY LIST APPLICATION

## Conditions of the Priority List

- 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 Avery Point, applicants must complete the admissions process, which includes financial and health/service screenings. Avery Point reserves the right to determine if the community offers appropriate care and services for the applicant. Avery Point 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 Avery Point.
- 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 Avery Point, all of your deposits toward the Entrance Deposit will remain in escrow until either (a) the deposit is returned to you as described in Section 2 above; or (b) the escrow agent releases the Entrance Deposit to Avery Point 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 Avery Point 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 Avery Point.
- 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.



**Avery Point**

BY ERICKSON SENIOR LIVING®

12000 Avery Point Way  
Richmond, VA 23233  
AveryPointCommunity.com



**FINANCIAL INFORMATION FORM  
CONFIDENTIAL**

Additional Questions	Detailed Answer (Name, Amount, Valuation Date, Etc.)
1. Please provide details for joint account holders/joint asset holders (such as children, PCA, other family members) for assets listed in "Assets" section.	
2. Other than personal liabilities listed above, have you cosigned/guaranteed anyone else's debts?	
3. 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?	
4. Do you regularly make monetary gifts or provide regular monetary support to family members, friends, favorite charities, or other programs?	
5. Do you plan on making significant future monetary gifts in addition to the above?	
6. In the last 10 years, have you filed for protection from creditors or been judged bankrupt?	
7. In the last 5 years, have you loaned money to family/friends and have money owed back to you as the lender?	

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

Resident Name: \_\_\_\_\_ Current Date: \_\_\_\_\_ Page 4 of 4

12000 Avery Point Way  
Richmond, VA 23233  
AveryPointCommunity.com





**FINANCIAL INFORMATION FORM**  
**CONFIDENTIAL**

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
 Marital Status: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
 Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

Assets	Name <small>(Real Location Description)</small>	Value as of Date	Amount
A) Checking Account	_____	____/____/____	\$ _____
B) Savings Account	_____	____/____/____	\$ _____
C) Savings Account	_____	____/____/____	\$ _____
D) Certificate of Deposit	_____	____/____/____	\$ _____
E) Certificate of Deposit	_____	____/____/____	\$ _____
F) Mutual Funds	_____	____/____/____	\$ _____
G) Stocks and Bonds	_____	____/____/____	\$ _____
H) Stocks and Bonds	_____	____/____/____	\$ _____
I) Real Estate—Plan to Sell	_____	____/____/____	\$ _____
J) Real Estate—Plan to Hold	_____	____/____/____	\$ _____
K) Other Financial Assets	_____	____/____/____	\$ _____
<small>(Eg., Trust payable for medical use, life insurance, long-term care insurance)</small>			
<b>Liabilities</b>			
A) Home Mortgage	_____	____/____/____	\$ _____
B) Loan on Autos	_____	____/____/____	\$ _____
C) Credit Cards	_____	____/____/____	\$ _____
D) Other Debts/Liabilities	_____	____/____/____	\$ _____
E) Other Debts/Liabilities	_____	____/____/____	\$ _____
<b>Total Assets</b>			\$ _____
<b>Total Liabilities</b>			\$ _____
<b>(Assets minus Liabilities) Total Net Worth</b>			\$ _____

Resident Name \_\_\_\_\_ Current Date \_\_\_\_\_

**FINANCIAL INFORMATION FORM**  
**CONFIDENTIAL**

Sources of Monthly Income:	Resident Name	Term of Income <small>(If of monthly, write the day)</small>	Survivor Benefits <small>(If of \$)</small>	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	_____	_____	_____	\$ _____
<b>Total Monthly Income</b>				\$ _____

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 Avery Point 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 \_\_\_\_\_

Thank you for completing this form.

We are looking forward to getting to know you when you come to Avery Point for your pre-residency meeting. 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

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

\_\_\_\_\_  
(Applicant's Signature)

\_\_\_\_\_  
(Date)

If this form was completed by someone other than the applicant, please have that person state the reason and sign below.

Form completed by \_\_\_\_\_

Reason \_\_\_\_\_

Relationship to applicant \_\_\_\_\_

\_\_\_\_\_  
(Applicant's Signature)

\_\_\_\_\_  
(Date)

  
**Avery Point**  
BY ERICKSON SENIOR LIVING •  
1549 Wilkes Ridge Parkway  
Richmond, VA 23235  
AveryPointCommunity.com



# Resident Profile

We are excited you have chosen Avery Point, 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 an Avery Point 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 Avery Point 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 Avery Point Team



**Avery Point**

BY ERICKSON SENIOR LIVING •

# RESIDENT PROFILE

## PERSONAL & DEMOGRAPHIC INFORMATION

First Name \_\_\_\_\_ MI \_\_\_\_\_ Last Name \_\_\_\_\_ Title \_\_\_\_\_  
Middle Name \_\_\_\_\_ Preferred Name \_\_\_\_\_  
Sex:  Male  Female  
Home Phone \_\_\_\_\_ Mobile \_\_\_\_\_ Email \_\_\_\_\_  
Date of Birth \_\_\_\_\_ Place of Birth \_\_\_\_\_  
(City, State, Country)

## WORK INFORMATION

Employer Name \_\_\_\_\_, what was your main occupation? \_\_\_\_\_  
Are you currently working?  Yes  No  
Employment Status:  Full-Time  Part-Time  
Company Name \_\_\_\_\_ Occupation \_\_\_\_\_  
Military Service:  Veteran  Nonveteran

## RELIGIOUS PREFERENCE (Optional)

Please Specify (Example: Buddhist, Catholic, Jewish, Muslim, Protestant): \_\_\_\_\_

## ADDITIONAL DEMOGRAPHICS

Primary Language \_\_\_\_\_  
Marital Status:  Single  Married  Widowed  Separated  
 Divorced  Domestic Partner  Other \_\_\_\_\_

## DO YOU BRING A DOG OR CAT TO CAMPUS? Yes No

Dog Breed? \_\_\_\_\_ Cat Breed? \_\_\_\_\_  
Would you take care of your pet if you could not?  
\_\_\_\_\_ Phone \_\_\_\_\_ (Home or Mobile)

## DO YOU BRING A MOTOR VEHICLE TO CAMPUS? Yes No

Will help 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 \_\_\_\_\_ Phone \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

## 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 # \_\_\_\_\_

AVERY POINT  
REFUND FORM

Name of Resident(s): \_\_\_\_\_  
Living Unit: \_\_\_\_\_  
Date of Receipt by  
AVERY POINT: \_\_\_\_\_

**Preliminary Statements and Directions**

1. Pursuant to the Residence and Care Agreement (the "Care Agreement") with AVERY POINT, Resident is entitled to the contracted refund (if any) of the Entrance Deposit paid to AVERY POINT 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 is set forth in the Care Agreement. This 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. AVERY POINT 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. AVERY POINT reserves the right to review and approve the forms so that the right to the refund is clearly delineated for AVERY POINT's staff.
5. AVERY POINT 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 with your estate planning professional. If you do not understand the directions, please consult with the Sales and Admissions Staff. **You may select and sign only one form.**

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. AVERY POINT 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 AVERY POINT the most recent addresses for all listed beneficiaries.

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

10. 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.

11. **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 AVERY POINT:

By: \_\_\_\_\_  
AVERY POINT Representative

\_\_\_\_\_  
Date

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 AVERY POINT:

By: \_\_\_\_\_  
AVERY POINT Representative

\_\_\_\_\_  
Date

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. _____ % _____<br>_____<br>_____ | 2. _____ % _____<br>_____<br>_____ |
| 3. _____ % _____<br>_____<br>_____ | 4. _____ % _____<br>_____<br>_____ |
| 5. _____ % _____<br>_____<br>_____ | 6. _____ % _____<br>_____<br>_____ |

\_\_\_\_\_  
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 of Form as Resident's own act.

\_\_\_\_\_  
Witness

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness

\_\_\_\_\_

\_\_\_\_\_  
Address

Received by AVERY POINT:

By: \_\_\_\_\_  
AVERY POINT 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.





**AVERY POINT  
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

## APPLICATION FOR CREEKSIDE SOCIAL CLUB

Unless Resident declines by providing written notice to Avery Point, execution of this Residence and Care Agreement also constitutes Resident's application to become a member of Creekside Social Club (the "Club"), a non-profit corporation. Payment of \$120.00 constitutes the Resident's lifetime membership dues for the Club.

The Club is a social club which holds a Private Club license permitting the service of food and alcoholic beverages to its members and their permitted guests for on-premises consumption at certain facilities in the Avery Point retirement community complex.

In accordance with the by-laws and requirements of the Virginia Alcoholic Beverage Control Authority, the application shall be considered by the Club's Membership Committee, which will inform Resident if he or she has been accepted for membership. Copies of the Club's Bylaws shall be provided to Resident upon his or her request.

**AVERY POINT  
UNIT RELEASE ADDENDUM**

Resident(s): \_\_\_\_\_  
Storage bin: \_\_\_\_\_  
Departure Date: \_\_\_\_\_

Unit: \_\_\_\_\_  
Parking Space/Covered Parking: \_\_\_\_\_

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 Avery Point.

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, 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 the Refurbishing Charges as defined in Section 9.4 to be evaluated post-occupancy; however, 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

5. The Community will provide the Refund, if any, per the terms and conditions of Section 7 of the Residence and Care Agreement. 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. **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. **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: \_\_\_\_\_

**AVERY POINT**  
**UNIT RELEASE - TRANSFER 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 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 Avery Point.

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, 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 Avery Point.
4. Per Section 9.4 of the Residence and Care Agreement, I/We will be responsible for the Refurbishing Charges as defined in Section 9.4 to be evaluated post-occupancy; however, 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, if any, per the terms and

conditions of Section 7 of the Residence and Care Agreement. 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. **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 any Refund is made to the new community and that this may extend the time for move-in to the new community. **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: \_\_\_\_\_

AVERY POINT  
GUARANTY AGREEMENT

This Guaranty Agreement is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between Avery Point, LLC ("Avery Point") and \_\_\_\_\_ (herein collectively referred to as "Guarantor").

WHEREAS, \_\_\_\_\_ ("Beneficiary") desires to become a resident at the Avery Point Retirement Community and has entered or will enter into a Residence and Care Agreement with Avery Point;

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

WHEREAS, Guarantor desires to give Avery Point additional assurances in order to induce Avery Point 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 Avery Point incurred relative to Beneficiary's residence at Avery Point 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 Avery Point 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 Avery Point 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, Avery Point will not attempt to collect from the Beneficiary first.
3. Avery Point 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 Avery Point 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 Avery Point; 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, Avery Point 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 Avery Point shall be made and decided solely between Avery Point 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 Avery Point all amounts due and payable pursuant to the Guaranty within forty-five (45) days of demand by Avery Point 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 Avery Point 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 Goochland County, Virginia.
8. In the event that Beneficiary terminates the Residence and Care Agreement during his/ her lifetime or dies during residence at Avery Point, Avery Point 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

AVERY POINT, LLC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

AVERY POINT  
LIMITED GUARANTY AGREEMENT

This Guaranty Agreement is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between AVERY POINT, LLC (herein referred to as "Avery Point") and \_\_\_\_\_ (herein collectively referred to as "Guarantors").

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

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

WHEREAS, Guarantors desire to give Avery Point additional assurances in order to induce Avery Point 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. Guarantors agrees to voluntarily and unconditionally guarantee payment (the "Guaranty") of Beneficiary's obligations which are due or may become due to Avery Point 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 Avery Point pursuant to Section 8 of this Agreement. The Guaranty is limited in the amount of \_\_\_\_\_. All of the Guarantors are jointly and severally liable for this obligation.
2. Guarantors understand that this is an unconditional Guaranty of payment, not collection.
3. Avery Point will use its sole discretion in determining whether or not to proceed to collect amounts from Guarantors or other sources. In exercising that discretion, as a matter of policy but not obligation, generally Avery Point 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 Guarantors; third, from spending down the Entrance Deposit paid to Avery Point; 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, Avery Point agrees to accept Beneficiary as a resident pursuant to the terms of the Residence and Care Agreement.

5. Guarantors hereby waive their rights to the following: presentment, demand, dishonor, protest, notice of nonpayment, and notice of dishonor. Guarantors further agree that all arrangements concerning Beneficiary's financial obligations to Avery Point shall be made and decided solely between Avery Point and the Beneficiary. However, Guarantors shall be entitled, upon request, to receive a copy of Beneficiary's monthly statement.

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

7. In the event of a Default, in addition to any amounts due pursuant to the Guaranty, Guarantors shall also be jointly and severally responsible for any court costs, including reasonable attorneys' fees, that might be incurred by Avery Point 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 Goochland 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 Avery Point, Avery Point agrees that Guarantors shall be released from their obligations under this Guaranty Agreement upon satisfaction of all of Guarantors' obligations pursuant to this Guaranty Agreement.

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Guarantor

AVERY POINT, LLC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

AVERY POINT  
LIMITED GUARANTY AGREEMENT (JOINT ASSETS)

This Guaranty Agreement is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between Avery Point, LLC ("Avery Point") and \_\_\_\_\_ (herein collectively referred to as "Guarantor").

Recitals

R.1 \_\_\_\_\_ ("Beneficiary") desires to become a resident at the Avery Point Retirement Community and will enter into a Residence and Care Agreement with Avery Point;

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 Avery Point's standard qualifications for residency;

R.4 Guarantor desires to give Avery Point additional assurances as to the Joint Assets in order to induce Avery Point 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 Avery Point incurred relative to Beneficiary's residence at Avery Point 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 Avery Point 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 Avery Point's verification of Beneficiary's financial qualifications other than the Joint Assets and to Avery Point's determination of the appropriate level of care for

Beneficiary, Avery Point 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, Avery Point 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 Avery Point 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, Avery Point shall review the Beneficiary's then-current financial status, including but not limited to the balance of the Joint Assets. Avery Point 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 Avery Point 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, Avery Point 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. Avery Point may require that Resident seek to obtain funds from outside sources such as medical assistance. If Avery Point believes in its sole discretion that any expenditures from the Joint Assets were due to a Default by Guarantor, Avery Point shall proceed as provided in Section 5 hereof.
- 4.3. After spend-down of Beneficiary's assets, including the Joint Assets, Avery Point shall release the Guaranty and shall initiate a spend-down of the entrance deposit.

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, Avery Point shall normally proceed as follows:

- 5.1. Prior to initiating a spend-down plan as described in Section 4.2, Avery Point shall first enforce the Guaranty. Avery Point 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 Avery Point in its sole discretion.

- 5.2. In the event that Avery Point 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 Avery Point in enforcing the Guaranty.
  - 5.3. After payment to Avery Point 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, Avery Point will work with the Beneficiary or the Beneficiary's duly authorized representative to initiate the steps listed in Section 4.2 and 4.3 hereof with regard to the spend-down program.
6. The parties agree that venue for any claim, conflict, enforcement, or other action arising out of this Guaranty Agreement shall be in Goochland 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 Avery Point shall be made and decided solely between Avery Point 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 Avery Point under this Agreement, Avery Point 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. Avery Point 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 Avery Point, 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

AVERY POINT, LLC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

EXHIBIT A

Joint Assets

Value as of Date of Agreement

AVERY POINT  
LIMITED GUARANTY/MONTHLY CONTRIBUTION AGREEMENT

This Guaranty Agreement is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between AVERY POINT, LLC (herein referred to as "Avery Point") and \_\_\_\_\_ (herein collectively referred to as "Guarantor").

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

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

WHEREAS, Guarantor desires to give Avery Point additional assurances in order to induce Avery Point 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 Avery Point 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 Avery Point, LLC \_\_\_\_\_ 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 Avery Point 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 15<sup>th</sup> day of each month to Avery Point 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, Avery Point 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 Avery Point shall be made and decided solely between Avery Point 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 Avery Point all amounts due and payable pursuant to the Guaranty within forty-five (45) days of demand by Avery Point 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 Avery Point in enforcing the Agreement. The parties agree that this Agreement shall be interpreted under the laws of the State of Virginia, and venue for any claim arising out of this Guaranty Agreement shall be in Goochland 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 Avery Point, Avery Point 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, Avery Point 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

\_\_\_\_\_  
AVERY POINT, LLC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

## CUSTOM INTERIORS AGREEMENT

THIS CUSTOM INTERIORS AGREEMENT (the "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Avery Point, LLC, having an address of 1549 Wilkes Ridge Parkway, Richmond, Virginia 23233 (herein referred to as "Avery Point") and \_\_\_\_\_ ("Resident").

### RECITALS

R.1 Resident has entered or shall enter into a Residence and Care Agreement (the "Care Agreement") with Avery Point 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. Avery Point 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 Avery Point 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 Avery Point 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 Avery Point 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, Avery Point 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 Avery Point 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, Avery Point 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 Avery Point 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 Goochland 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

\_\_\_\_\_  
\_\_\_\_\_

AVERY POINT, LLC

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A – STATEMENT OF WORK/PRICE QUOTE

1. The work to be performed by Avery Point is described in the attached Price Quote. Avery Point 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. Avery Point shall advise Resident of any changes to the Contract Fee due to the additional requested work.

2. Limitation of Liability. Avery Point will perform the work in a timely manner and in workmanlike fashion. **EVERY POINT'S LIABILITY 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 AVERY POINT.**



\$ \_\_\_\_\_  
Richmond, Virginia

Date of Note: \_\_\_\_\_, 20\_\_\_\_

**AVERY POINT  
PROMISSORY NOTE**

Now, therefore, the undersigned, \_\_\_\_\_, (the "Maker"), hereby promises to pay to the order of Avery Point, LLC at its offices located at 1549 Wilkes Ridge Parkway, Richmond, Virginia 23233, or at such other place as the holder (the person or entity who is holder of this promissory note (the "Note") from time to time will be referred to as the "Holder") of this Note may, from time to time designate, the principal sum of: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), plus all accrued interest, payable on or before \_\_\_\_\_ (the "Maturity Date").

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 balance principal due on or before the Maturity Date, the interest for that period shall be waived. In the event that the entire balance is not paid on or before the Maturity Date, **accrued interest will be charged every month from the Maturity Date on the unpaid principal balance until satisfaction and termination of this Note.**
2. **Repayment.** The entire principal amount shall be due and payable on the Maturity Date. The Maker may prepay or repay all or any portion of the principal amount of the Note at any time, without penalty. If Maker fails to pay the entire principal balance on the Maturity Date, Maker agrees to pay interest as described in Section 1 of this Note until the entire principal balance is paid.
3. **Application of Payments.** All payments made hereunder shall be applied first to accrued interest, before being applied to principal.
4. **Prepayment.** The undersigned may prepay this Note in whole or in part at any time before the Maturity Date without any penalty.
5. **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.
6. **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.

7. 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.

8. 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.

9. 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 Goochland County, Virginia.

10. 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 Avery Point, LLC ("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 only one 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: Avery Point, LLC

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Living Unit: \_\_\_\_\_

**EXHIBIT 2**  
**OWNERSHIP & EXECUTIVE BIOGRAPHIES**

**Officers of Avery Point**

Alan Butler:	Chief Executive Officer
Debra Doyle:	Chief Operating Officer
Christian Sweetser:	Chief Financial Officer
Susan Oliveri:	Secretary, General Counsel
John Hall:	Treasurer

**Officers of Erickson Senior Living**

Jim Davis:	Chairman
Alan Butler:	Chief Executive Officer
Debra Doyle:	Chief Operating Officer
Christian Sweetser:	Chief Financial Officer
Susan Oliveri:	Secretary, General Counsel
John Hall:	Treasurer

**BIOGRAPHIES:**

**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 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.

**Susan Oliveri, General Counsel & Secretary**

Ms. Oliveri is the corporate secretary and General Counsel at Erickson Senior Living. In this role, she is responsible for oversight of all legal functions, including acquisitions, construction, development, finance, information technology, health care, employment, and operations.

Ms. Oliveri has over twenty years of experience as a real estate, construction, development, and finance attorney. Prior to joining Erickson Senior Living, Susan was a corporate and real estate attorney at Miles & Stockbridge, a regional law firm in Maryland. She also served as a law clerk for the Honorable Lawrence Rodowsky at the Court of Appeals of Maryland.

Ms. Oliveri earned a J.D. from the University of Baltimore and a B.B.A. in finance and marketing from the University of Texas at Austin.

**John Hall**

Mr. Hall has worked for Erickson Senior Living since 2009 and currently serves as Treasurer and Vice-President of Finance.

**Todd Delaney, Executive Director**

Mr. DeLaney started with Erickson Living in 2005 and has held positions at five different communities in four different states, over the seventeen years spent with the company. Prior to joining the team at Avery Point, Mr. DeLaney served as the Executive Director for Cedar Crest in Pompton Plains and Seabrook Village in Tinton Falls, both communities in New Jersey. Other past positions ranged from associate executive director, director of continuing care to several leadership roles supporting independent living operations. Todd became a licensed nursing home administrator in July 2010 and is dually licensed in both Massachusetts and New Jersey. He completed a master of business administration degree with a focus in health care administration from Seton Hall University in 2009.



### **EXHIBIT 3**

#### **ANTICIPATED PROJECT SCHEDULE**

Summary:

Exhibit Three presents the anticipated construction schedule of the Community, reflecting the program of adding amenities such as the clubhouse style community buildings, the Continuing Care neighborhood, and the worship center/ chapel, in order to match the Community's increase in resident population. Although this is a projected schedule, construction will progress in response to market demand.

### ANTICIPATED PROJECT SCHEDULE

Avery Point will be built in response to market demand and may be delayed or revised depending on required approvals, costs, demand, and weather related delays or other business delays. The following schedule is estimated only:

<b>Project</b>	<b>Start Date</b>	<b>Substantial Completion</b>
Marketing Center	September 1, 2019	April 1, 2020
Community Building 1.0	January 1, 2021	June 1, 2022
Residential Building 1.1	January 1, 2021	September 1, 2022
Residential Building 1.2	January 1, 2021	December 1, 2022
Residential Building 1.3	October 1, 2021	May 1, 2023
Residential Building 1.4	March 1, 2022	November 1, 2023
Community Building 2.0	March 1, 2022	May 1, 2024
Residential Building 1.5	April 1, 2022	December 1, 2023
Residential Building 1.6	June 1, 2023	February 1, 2025
Residential Building 1.7	August 1, 2023	April 1, 2025
Residential Building 2.1	April 1, 2025	January 1, 2027
Residential Building 2.2	March 1, 2026	December 1, 2027
Residential Building 2.3	February 1, 2027	November 1, 2028
Continuing Care	January 1, 2028	January 1, 2030
Residential Building 2.4	December 1, 2029	September 1, 2031
Residential Building 2.5	December 1, 2029	September 1, 2031

## **EXHIBIT 4**

### **CURRENT ENTRANCE DEPOSIT SCHEDULE, MONTHLY SERVICE PACKAGES AND PERIODIC CHARGES FOR ANCILLARY SERVICES**

**Summary:**

Exhibit Four records the current projected Entrance Deposits for the different contract models and the projected Monthly Service Packages which include the services listed in Section 4 of the Residence and Care Agreement (Exhibit 1). Also included in this Exhibit is the current list of estimated periodic charges for ancillary services.

**EXHIBIT 4**  
**CURRENT ENTRANCE DEPOSIT SCHEDULE, MONTHLY SERVICE PACKAGES, AND PERIODIC CHARGES FOR ANCILLARY SERVICES – ESTIMATED, SUBJECT TO CHANGE**

The Community will offer various floor plans of one and two bedroom units. The units will include either one bath, one and one-half baths, or two baths. The community will offer two entrance deposit options.

Type Apartment	Size Range	Declining Balance Entrance Deposit – Estimated 2022\$	80% Refundable Entrance Deposit – Estimated 2022\$	Monthly Fees – Estimated 2022\$
1Bedroom 1.5Bath	800-950 SF	\$149,000 to \$195,000	\$228,000 to \$299,000	\$1,970 to \$2,207
1Bedroom with Den 1.5Bath	950-1,050F	\$193,000 to \$211,000	\$296,000 to \$323,000	\$2,438
2Bedroom 2Bath	1,050-1,450 SF	\$197,000 to \$318,000	\$302,000 to \$489,000	\$2,438 to \$3,504
2Bedroom 2Bath with Den	1,450-1,575 SF	\$286,000 to \$356,000	\$439,000 to \$548,000	\$3,504 to \$3,746
2 Bedroom 2.5Bath with Den	1,850-1,875 SF	\$404,000 to \$418,000	\$621,000 to \$643,000	\$4,466

Additional fees for specific views or location may apply.

A second person monthly fee (2022\$) is projected to be \$886.

**Assisted Living**

The average monthly fee (2022\$) is projected to be \$4,985 for a studio suite. Care level packages are added to the base monthly service package for the full Assisted Living monthly fee. Care levels are determined based on points assigned as a result of initial and periodic resident assessments.

**Memory Care**

The average monthly fee (2022\$) is projected to be \$6,315 for a studio suite. Care level packages are added to the base monthly service package for the full Memory Care monthly fee. Care levels are determined based on points assigned as a result of initial and periodic resident assessments.

**Skilled Nursing**

Daily Rate Private Room: \$251 (2022\$)

**ANCILLARY FEE SCHEDULE**

<b><u>Department</u></b>	<b><u>Ancillary Service</u></b>	<b><u>2022\$ Fee Estimated</u></b>
<b><u>Administration</u></b>		
Non-Occupancy Credit	<b>Non-Occupancy Credit</b> (Independent Living) Absences per person per day after 30 consecutive days (credit starts on the 31st consecutive day):	\$13.00 per night
<b><u>Information Technology</u></b>		
Computer Technical Services	First half hour ( minimum charge)	\$39.00
	Charge for each additional increment of 1 to 15 minutes Thus, net charge for one hour is \$63.00	\$12.00
<b><u>Dining Services</u></b>		
	Guest Meal	A la carte pricing
	Delivery of meal	\$6.00
	Specialty Menu Items	Additional Fees Apply
<b><u>Parking</u></b>		
	Resident 1st Car Designated Parking Space <sup>1</sup>	No add. fee
	Resident 2 <sup>nd</sup> Car Designated Parking Space <sup>1</sup> (for double occ living unit and subject to availability)	No add. Fee
	Carport Upgrade (1 <sup>st</sup> Car Priority)	\$50/month
<b><u>General Services</u></b>		
Maintenance, Grounds, Housekeeping Service per hour	Services per hour, plus materials <sup>2</sup>	\$47.00
Roll away bed	Roll Away bed per night in Resident Apartment	\$24.00
Guest Suite	Per Night fee	\$140.00
Apartment Badge	Additional Apartment Badge for electronic door lock.	\$21.00

<b><u>Department</u></b>	<b><u>Ancillary Service</u></b>	<b><u>2022\$ Fee Estimated</u></b>
Mailbox Key	Additional Mailbox Key	\$10.00
Press Alert	Install Device	\$62.00
	Pendant monthly charge	\$21.00
Snow Removal	Snow Removal from car after Normal Snowfall (3" or less)	\$15.00
Storage Bin	Additional Storage Bin per month (Independent Living only)	\$15.00
	Custom Interior Work	Additional Fees Apply
<b><u>Resident Life</u></b>		
	Fitness Center – Monthly Membership	Included
	Standard Group Fitness Classes	Included
	Specialty Group Fitness Classes	Additional fees apply
	Personal Training Session Rate (30 minutes)	\$32.00

<sup>1</sup> Car must be registered to and insured by resident with valid driver's license.

<sup>2</sup> Materials are extra; specific fees are charged for certain jobs (e.g. TV hookup, picture hanging, etc.)

**EXHIBIT 5**  
**CERTIFIED FINANCIAL STATEMENTS OF PROVIDERS**

Summary:

As a form of consumer protection for prospective residents, the Virginia Department of Insurance has required the Providers to include audits from an independent accounting firm, expressing that firm's opinion on the Providers' financial statements.

# **Avery Point, LLC**

**Financial Statements**

**For the Years Ended December 31, 2021 and 2020**





RSM US LLP

## Independent Auditor's Report

Members  
Avery Point, LLC

### Opinion

We have audited the financial statements of Avery Point, LLC (the Company) which comprise the balance sheets as of December 31, 2021 and 2020, the related statements of operations and changes in members' equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company 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 audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. 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 these 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 Company's ability to continue as a going concern within one year after the date that the financial statements are issued (or within one year after the date that the financial statements are available to be issued when applicable).

### Auditor's 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 auditor's 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 GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than 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 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 Company'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 Company'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.

*RSM US LLP*

Baltimore, Maryland  
April 15, 2022

**Avery Point, LLC**  
**Balance Sheets**  
**December 31, 2021 and 2020**

<b>ASSETS</b>	<b>2021</b>	<b>2020</b>
Current assets:		
Cash and cash equivalents	\$ 144,158	\$ 121,907
Restricted cash	1,509,886	252,150
Total cash, cash equivalents and restricted cash	<u>1,654,044</u>	<u>374,057</u>
Due from ESL	5,434	-
Other current assets	<u>27,935</u>	<u>-</u>
Total current assets	1,687,413	374,057
Long-term assets:		
Property, plant and equipment, net	<u>84,030,579</u>	<u>39,652,833</u>
Total assets	<u>\$ 85,717,992</u>	<u>\$ 40,026,890</u>
<b>LIABILITIES AND MEMBERS' EQUITY</b>		
Current liabilities:		
Accounts payable and other accrued expenses	\$ 8,362,446	\$ 278,189
Accrued payroll	29,413	55,145
Accrued insurance claims	7,544	202
Due to ESL	-	150,937
Due to ELD	<u>539,716</u>	<u>15,796</u>
Total current liabilities	<u>8,939,119</u>	<u>500,269</u>
Long-term liabilities:		
Advance deposits	1,474,000	249,000
Working capital loan and accrued interest	<u>2,714,320</u>	<u>1,449,658</u>
Total long-term liabilities	<u>4,188,320</u>	<u>1,698,658</u>
Commitments (Note 9)		
Total liabilities	<u>13,127,439</u>	<u>2,198,927</u>
Members' equity	<u>72,590,553</u>	<u>37,827,963</u>
Total liabilities and members' equity	<u>\$ 85,717,992</u>	<u>\$ 40,026,890</u>

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

**Avery Point, LLC**  
**Statements of Operations and Changes in Members' Equity**  
**for the years ended December 31, 2021 and 2020**

	<u>2021</u>	<u>2020</u>
Revenue:		
Other income	\$ 3,700	\$ 150
Total revenue	<u>3,700</u>	<u>150</u>
Expenses:		
General and administrative	2,339,989	2,169,266
Wages and benefits	641,458	637,756
Depreciation	145,033	100,492
Interest	64,851	17,373
Total expenses	<u>3,191,331</u>	<u>2,924,887</u>
Net loss	(3,187,631)	(2,924,737)
Member's equity, beginning	37,827,963	33,362,803
Contributions from member	37,950,221	8,019,897
Distributions to member	-	(630,000)
Members' equity, ending	<u>\$ 72,590,553</u>	<u>\$ 37,827,963</u>

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

**Avery Point, LLC**  
**Statements of Cash Flows**  
**for the years ended December 31, 2021 and 2020**

	<u>2021</u>	<u>2020</u>
Cash flows from operating activities:		
Net loss	\$ (3,187,631)	\$ (2,924,737)
Adjustments to reconcile net loss to net cash and cash equivalents used in operating activities		
Depreciation	145,033	100,492
Increase in due from ESL	(5,434)	-
(Increase) decrease in other current assets	(27,935)	116,618
(Decrease) increase in accounts payable and other accrued expenses	(30,531)	18,570
(Decrease) increase in accrued payroll	(25,732)	51,181
Increase in accrued insurance claims	7,342	202
Increase in accrued interest	64,851	17,373
Decrease in due to ESL	(150,937)	(64,400)
Increase (decrease) in due to ELD	523,920	(86,898)
Net cash and cash equivalents used in operating activities	<u>(2,687,054)</u>	<u>(2,771,599)</u>
Cash flows from investing activities:		
Purchase of property, plant and equipment	<u>(36,407,991)</u>	<u>(6,012,898)</u>
Net cash and cash equivalents used in investing activities	<u>(36,407,991)</u>	<u>(6,012,898)</u>
Cash flows from financing activities:		
Proceeds from working capital loan	1,199,811	1,432,285
Increase in advance deposits	1,225,000	249,000
Contributions from member	37,950,221	8,019,897
Distributions to member	-	(630,000)
Net cash and cash equivalents provided by financing activities	<u>40,375,032</u>	<u>9,071,182</u>
Increase in cash and cash equivalents and restricted cash	1,279,987	286,685
Cash and cash equivalents and restricted cash, beginning of year	<u>374,057</u>	<u>87,372</u>
Cash and cash equivalents and restricted cash, end of year	<u>\$ 1,654,044</u>	<u>\$ 374,057</u>
Supplemental disclosures of cash flow information and non-cash financing activities:		
Property, plant and equipment financed through accounts payable and other accrued expenses	<u>\$ 8,313,344</u>	<u>\$ 198,556</u>

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

# Avery Point, LLC

## Notes to Financial Statements

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### 1. Organization

Avery Point, LLC (the “Company”), is a Maryland limited liability company, originally formed on September 12, 2018, as ELP Richmond, LLC, to own, acquire, and develop certain real property. In June 2019, the Company was renamed Avery Point, LLC. The Company intends to operate a continuing care retirement community (“CCRC”) in Richmond, Virginia. The Company reports financial results based on a calendar year-end. The Company is currently expected to build 1,160 independent living units, 94 assisted living units, 38 skilled nursing units and 38 memory care units, with the first resident taking occupancy during calendar year 2022.

The Company is a majority owned subsidiary of Erickson Living Properties, LLC (“ELP”), whose purpose is to develop and lease CCRCs. ELP is a wholly owned subsidiary of Erickson Living Holdings, LLC (“ELH”), whose purpose is to develop and lease CCRCs. ELP II is a wholly owned subsidiary of Erickson Living Holdings, LLC (“ELH”), whose purpose is to develop, manage and lease CCRCs through its subsidiaries. Erickson Senior Living, LLC is a Maryland limited liability company originally formed on October 19, 2009, as Erickson Living Management, LLC and renamed November 23, 2020, as Erickson Senior Living, LLC (“ESL”), to provide management services to large scale CCRCs throughout the United States. These financial statements present the development operations of the Company for the years ended December 31, 2021 and 2020.

In January, 2020, ELH and National Senior Campuses, Inc. entered into a Joint Venture Framework Agreement (“JV Agreement”) to set forth the terms and conditions upon which they will jointly acquire, develop, own and manage new CCRCs (including the Company) and to address certain related matters. National Senior Campuses, Inc., renamed National Senior Communities, Inc. (“NSC”) in January 2021, is a not-for-profit organization that provides governance oversight, supervision and strategic planning for numerous CCRCs that are managed by ESL, some of which lease the properties owned by certain subsidiaries of ELP and ELP II. On April 30, 2020, the Company’s Operating Agreement was amended and restated to admit a new member of the Company, NSC – Avery Point, LLC (“NSCAP”), and provided for one class of outstanding membership interests of the Company. The initial capital percentages are 90% held by ELP and 10% held by NSCAP. ELP was designated as the Manager of the Company. NSCAP’s approval is required for annual budgets, entering into agreements with ELP’s related parties and making certain personnel decisions. Unanimous approval by both members is required for the majority of decisions that are outside of the Company’s normal course of business.

ELP made an initial capital contribution and will continue to make additional capital contributions to fund further development of the Company. Both members have a right to make additional capital contributions in the future, which may impact the capital percentages. Distributions of net operating cash flow from operations are made to each member based on their respective net operating cash flow percentages, as defined in the agreement. No distributions of net cash flows are permitted while there is an outstanding balance under the Working Capital Loan (see Note 5). Distributions of all resident entrance fees, net of refunds paid, and advance deposits (“entrance fee cash flow”) as well as proceeds from any debt financing may only be distributed to ELP. Distributions of net cash from capital transactions are first made to members pro rata until the capital contributions are returned and then to the members in proportion to their respective capital percentages. During the year ended December 31, 2021, ELP made contributions of \$37,950,221 and received no distributions from the Company. During the year ended December 31, 2021, NSCAP made no contributions and received no distributions from the Company. During the period from January 1, 2020 through April 30, 2020, ELP made contributions and received distributions totaling \$4,230,000 and \$630,000, respectively. During the period from May 1, 2020 through December 31, 2020, ELP and NSCAP made capital contributions of \$3,789,897 and \$-0-, respectively. During the period from May 1, 2020 through December 31, 2020, NSCAP received no distributions. Operating profits and losses are allocated to members pro rata in accordance with their respective operating cash flow percentages until the members’ individual capital accounts are \$-0-, after which, operating losses are allocated to ELP. Profits and losses related to entrance fee cash flow are allocated entirely to ELP. Both members have a right of first offer to purchase the other member’s interest in the Company if that member decides to dispose of it. Additionally, NSCAP has an option to purchase the property in the future once certain conditions are met.

# Avery Point, LLC

## Notes to Financial Statements

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### 2. Summary of Significant Accounting Policies

#### **Basis of Presentation**

The accompanying 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 and Cash Equivalents**

Cash and cash equivalents consist of short-term, highly liquid investments that are readily convertible to known amounts of cash and have original maturities of three months or less.

#### **Pooled Accounts**

The Company participates in a pooled cash account together with ELP and ELP II. Cash receipts and cash disbursements of the Company, along with other ELP and ELP II related parties' cash receipts and cash disbursements, are deposited and disbursed through one bank account. During 2020 and 2019, the Company's allocable portion of the pooled cash account fluctuated daily based on the Company's respective daily activity within the account. As of December 31, 2021 and 2020, the Company's allocable share of the pooled cash account was \$144,158 and \$121,907, respectively.

#### **Concentration of Credit Risk**

Financial instruments that subject the Company to concentrations of credit risk consist of cash and cash equivalents. The Company maintains its cash and cash equivalents in financial institutions that are federally insured under the Federal Deposit Insurance Corporation ("FDIC"). Total deposits at these institutions at times exceed the FDIC insurance limits and, therefore, bear the risk of loss. The Company has not experienced any losses to date, and believes it is not exposed to any significant credit risk related to cash.

#### **Advance Deposits**

Prospective residents are required to make certain installment payments prior to the final settlement of the given unit. These amounts are included in restricted cash and advance deposits on the balance sheets. Timing differences may cause escrow cash equivalents not to be equal to advance deposits.

#### **Due to/from ESL**

Due to ESL includes invoices paid by ESL on behalf of the Company. The balance also includes amounts owed to the Company from ESL related to the central services agreement described in Note 8.

#### **Property, Plant and Equipment**

Property, plant and equipment are recorded at cost and are depreciated using the straight-line method over the estimated useful lives of the individual items, as shown below:

Buildings	40 years
Land improvements	15 years
Furniture, fixtures and equipment	3 to 15 years

Construction in progress includes the direct and indirect costs associated with the acquisition, development and construction of specific real estate development projects.

Gains or losses on the disposition of property, plant and equipment are reported at the time of the disposition.

# Avery Point, LLC

## Notes to Financial Statements

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### Valuation of Long-Lived Assets

The Company 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 and no events of impairment occurred during the years ended December 31, 2021 and 2020.

### Income Taxes

The Company is a limited liability company that is treated as a partnership for all federal and state income tax purposes. No provision has been made for federal or state income taxes in the accompanying financial statements, since these taxes are the responsibility of the members. Management has evaluated the Company's tax positions and has concluded that the Company has taken no uncertain tax positions that would require disclosure.

### Financial Instruments

The Company's financial instruments, including cash and cash equivalents, restricted cash, other current assets, accounts payable and other accrued expenses, accrued payroll, accrued insurance claims, and due from/to ESL and due to Erickson Living Development, LLC ("ELD") are carried at cost, which approximates their fair value because of the short-term nature of these instruments.

### Management 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 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.

### Advertising

Advertising costs are charged to operations when incurred. Advertising expense for the years ended December 31, 2021 and 2020, was \$2,668,454 and \$2,534,218, respectively.

### Reclassification

Certain 2020 amounts were reclassified to conform to 2021 presentation. These reclassifications had no effect on the previously reported members' equity or net loss.

### 3. Coronavirus Disease 2019 Pandemic

The Coronavirus Disease 2019 ("COVID-19") pandemic has impacted, and may continue to impact, the senior living industry and the Company. The extent to which COVID-19 impacts the operations and financial performance of the Company in the future will depend on the duration and severity of the pandemic and the broader effects on the national economy and local economy in which the Company operates. While these outcomes could affect the operating results and financial position of the Company, management has experience in addressing the challenges of COVID-19 at other communities.



## Avery Point, LLC

### Notes to Financial Statements

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#### 4. Property, Plant and Equipment

As of December 31, property, plant and equipment consist of the following:

	<u>2021</u>	<u>2020</u>
Land	\$ 27,623,930	\$ 27,623,930
Buildings	4,088,888	4,086,835
Furniture, fixtures, and equipment	238,235	219,967
Construction in progress	52,325,051	7,822,593
	<u>84,276,104</u>	<u>39,753,325</u>
Accumulated depreciation	(245,525)	(100,492)
	<u>\$ 84,030,579</u>	<u>\$ 39,652,833</u>

Depreciation expense of \$145,033 and \$100,492 was recorded for the years ended December 31, 2021 and 2020, respectively.

#### 5. Working Capital Loan

The Company's Operating Agreement was amended and restated as part of the JV Agreement described in Note 1. In the event the Company's operating expenses exceed the revenues, income, receipts and cash flows of the Company for a given period, the terms of the amendment require ELP to make a Working Capital Loan ("WCL") to the Company in the amount of such operating deficit. Interest accrues monthly on the WCL balance at the prime rate less 0.25%. The prime rate was 3.25% as of December 31, 2021 and 2020. Total interest expense was \$64,851 and \$17,373 for the years ended December 31, 2021 and 2020, respectively. There was \$2,632,096 plus accrued interest of \$82,224 outstanding under the WCL as of December 31, 2021. There was \$1,432,285 plus accrued interest of \$17,373 outstanding under the WCL as of December 31, 2020.

#### 6. Credit Agreement

On March 17, 2017, ELH closed on a \$250 million credit facility with Bank of America as the lead lender of a syndicate of banks. The agreement was amended on December 14, 2018, to increase the amount available under the credit facility to \$400 million.

The Company was a guarantor of this credit facility, along with all ELH subsidiaries, from March 2017 through March 2021. The purpose of the credit facility was to provide sufficient capital to ELH to fund building and land acquisition growth plans. Draws on the credit facility bore interest at varying LIBOR rates (based on the duration of the draw) plus a varying spread (based on outstanding loan to EBITDA). Borrowings under the credit facility were \$140 million as of December 31, 2020.

In March 2021, ELH paid off and terminated the credit facility.

The Company is not a guarantor on any other credit facility entered into by ELH or its subsidiaries as of December 31, 2021.

On February 25, 2022, the Company closed on a construction loan (the "Loan") with Pinnacle Bank and Oceanfirst Bank, with a maximum commitment of \$46 million. The Loan is collateralized by the current buildings under construction as well as the specific land upon which they are being built. The Loan bears interest at the Secured Overnight Financing Rate plus a spread of 2.02%, which is payable monthly. Repayments on the Loan will be made from entrance fees no longer subject to statutory escrow requirements. The Loan matures on February 25, 2025.

# Avery Point, LLC

## Notes to Financial Statements

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### 7. Management and Marketing Agreement

The Company and ESL entered into a Management and Marketing Agreement, whereby ESL will provide management and marketing services to the Company during the term of this agreement which expires on December 31, 2028. In 2020, the agreement was amended to clarify terms related to the JV Agreement discussed in Note 1 and to extend certain deadlines and waive certain commitments due to the conditions related to COVID-19 as discussed in Note 3. The agreement provides for the Company to pay ESL a monthly management fee of 5% of facility revenue. Other corporate services as required by the Company are also reimbursed to ESL as defined in the management agreement. Management fees are not applicable until facility revenue is recognized, which will not occur until resident occupancy.

### 8. Related Party Transactions

The Company has an informal central services agreement with ESL. The central services agreement allows for the allocation of general and administrative expenses for all companies under common ownership, and CCRC entities for which ESL provides management services. The Company's parent Company, ELP, and ESL have a common parent and, therefore, qualify as related parties. During the years ended December 31, 2021 and 2020, the Company incurred expenses of \$537,886 and \$594,853, respectively, related to the central services agreement. During the years ended December 31, 2021 and 2020, the Company made payments of \$532,249 and \$700,164, respectively, related to the central services agreement.

In 2018, the Company entered into an informal agreement with ELD to pay for certain development services provided by employees of ELD. On December 7, 2021, the agreement was formalized. The Company's parent company ELP and ELD have a common parent, therefore qualifying as related parties. The agreement allows for ELD to collect a 5% development fee on hard and soft construction costs incurred by the Company. The development fee totaled \$2,119,136 and \$251,297 for the years ended December 31, 2021 and 2020, respectively, and is capitalized as part of ongoing construction costs. During the years ended December 31, 2021 and 2020, the Company made payments of \$1,595,216 and \$338,195, respectively, related to the development fee agreement.

The amounts due to/from ESL and ELD on the accompanying balance sheets are comprised of the following items as of December 31:

	<u>2021</u>	<u>2020</u>
Receivable from (payable to) ESL and ELD:		
General reimbursement	\$ (94,240)	\$ (256,248)
Central services	99,674	105,311
Total receivable from (payable to) ESL	<u>\$ 5,434</u>	<u>\$ (150,937)</u>
Payable to ELD	<u>\$ (539,716)</u>	<u>\$ (15,796)</u>

### 9. Commitments

As of December 31, 2021, the Company is committed under several construction related contracts. Commitments for the portions of the contracts not completed as of December 31, 2021, totaled \$55,181,954.

### 10. Subsequent Events

The Company has evaluated subsequent events through April 15, 2022, the date which the financial statements were available to be issued. There were no subsequent events noted other than as disclosed above.

**EXHIBIT 6**  
**PRO FORMA INCOME STATEMENTS OF PROVIDERS**

Summary:

Exhibit Six provides a detailed description for the Virginia Department of Insurance showing the projected income statements, including assumptions, for the Providers. When applicable, Exhibit Six also includes an explanation of any variance between the forecasted income statement from the prior fiscal year and the audited financial statements.

## PRO FORMA INCOME STATEMENTS

### Avery Point Pro Forma Assumptions Upon Opening of Facility

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#### INFLATION

##### **Income**

Fee increases are tied to the Social Security increase in benefits ranging from 2.5% to 3.5%. A 3.0% increase in fees were projected for all levels of care.

##### **Expenses**

Expenses were inflated at a rate of 3.0% throughout the projection period, reflecting historical information available from existing communities.

#### P & L PROJECTION ASSUMPTIONS

Below are the assumptions used in projecting the community operations for Avery Point. Initial move-ins are projected to occur in October 2022.

#### INCOME

##### **Net Occupancy Fees - Independent**

<b>Unit Type</b>	<b>Monthly Fee</b>
Average ILU Monthly Fee: (single occupancy 2022\$'s)	\$2,757
ILU Monthly Fee: (double occupancy 2022 \$'s)	\$886

- Opening date: 2022
- Total Independent Living units: 1,160
- Occupancy Rate after build out: 93.0%
- Double Occupancy percentage: 38.0%
- Net Occupancy billed: 93.0%
- Annual inflation rate on ILU monthly fee: 3.0%
- Absorption rate: average of 13.8 units per month as determined by EL Marketing

### Net Occupancy Fees - Assisted Living and Memory Care

Unit Type	Monthly Fee
ALF Monthly Fee Level One: (single occupancy) (year 2022 \$'s)	\$4,985
Memory Care Monthly Fee Level One: (single occupancy) (year 2022 \$'s)	\$6,315

- Opening Date Phase 2: 2030 (120 Assisted Living and 60 Memory Care)
- Occupancy Rate after build out: 93.0%
- Non occupancy credit rate: 0.5%
- Annual inflation rate on monthly fee: 3.0%
- Absorption rate: average of 7 units per month as determined by EL Marketing

### Net Occupancy Fees - Nursing

Unit Type	Daily Fee
Daily Rate for Fully Deposited Residents, (year 2022 \$'s)	\$244

- Opening Date Phase 2 (60 units): 2030
- Total nursing units: 60
- Occupancy Rate after build out: 93.0%
- Annual inflation rate on daily rate: 3.0%
- Absorption rate: average of 1.9 units per month as determined by EL Marketing

### Ancillary Income

Ancillary income is projected at 9.5% of independent living monthly fees. The income is derived from the following departments:

- Administration – Marketing processing fees
- Dining Services - Guest meals, catering, delivery or tray service, beverage stations, and dining room rentals.
- General Services - storage, maintenance, supplies, carpet, painting, reoccupancy charges, copier/fax, parking, grounds maintenance, housekeeping, laundry, security, transportation, cable, and construction utilities
- Activity Fees – Specialty classes, personal training

### **Escrow Interest Income and Operating Interest Income**

- The projections utilized information from historic trends from other Erickson Senior Living Communities at a rate of 1%.

### **EXPENSES**

#### **Property Taxes**

- Assessed value of the property: 56.5% of Fair Market Value
- Fair Market Value is defined as the construction costs of the project.
- Total tax - \$2,114 per unit in 2022 \$'s

#### **General Insurance**

- Property insurance rate: \$171 per unit for ILU and \$111 per unit for ALF and SNF
- Liability insurance is \$171 per ILU unit, \$193 per unit for ALF and SNF
- Worker Comp Rate are assumed to be 2.23% of payroll
- 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.

- Payroll Inflation rate: 3.0% depending on work area
- Location Adjustment on wages for Northern Virginia: 8%
- All other expenses inflation rate 3.0%.

#### **Interest Income**

- Interest rate on accumulated cash: 1%

#### **Management Fee**

- The management fee is calculated at 5.0% of net occupancy fees

**Avery Point  
2022 Projected Income Statement**

(000's Omitted)

	FY 22 YTD (Dec)
<b>Operating Revenue</b>	
Independent	\$ <u>224</u>
<b>Operating Expenses</b>	
Salaries, wages and benefits	1,188
Professional and contracted services	73
Supplies	17
Dietary and other supplies	32
Building grounds and maintenance	21
Utilities	221
Administrative and other	2,587
Management fees	10
Resident relations	7
Insurance	89
Real estate taxes	283
<b>Total Operating Expenses</b>	\$ <u>4,528</u>
<b>Net Operating Loss</b>	\$ <u>(4,304)</u>
<b>Non-Operating Income</b>	
Interest Income	14
Depreciation	(922)
<b>Total Non-Operating Income</b>	\$ <u>(908)</u>
<b>Increase (Decrease) in Net Assets</b>	\$ <u>(5,212)</u>

AVERY POINT PROJECTED FINANCIAL STATEMENTS (000's Omitted)

BALANCE SHEETS

Assets	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
<b>Current Assets</b>											
Cash and cash equivalents	\$ 2,518	\$ 6,061	\$ 8,001	\$ 10,063	\$ 10,636	\$ 11,920	\$ 13,610	\$ 14,579	\$ 17,849	\$ 19,286	\$ 19,868
Accounts receivable, residents, net	33	310	557	733	797	913	1,075	1,198	1,234	1,338	1,535
Inventory	7	32	48	62	66	75	88	95	97	106	117
Prepaid expenses	115	276	332	434	447	513	654	674	777	928	958
Total current assets	2,673	6,679	8,938	11,292	11,946	13,421	15,427	16,546	19,957	21,658	22,478
<b>Restricted Funds</b>											
Entrance fee escrow	1,692	1,272	990	335	600	735	425	25	450	610	30
<b>Property and Equipment, Net</b>											
Total assets	172,114	234,021	265,487	279,430	316,988	347,353	381,337	401,244	429,693	452,477	441,715
<b>Liabilities and Member's Equity</b>											
<b>Current Liabilities</b>											
Accounts payable	\$ 351	\$ 875	\$ 1,269	\$ 1,623	\$ 1,724	\$ 1,948	\$ 2,293	\$ 2,477	\$ 2,782	\$ 3,026	\$ 3,109
Accrued expenses	74	192	268	357	405	-	74	116	224	299	433
Preale deposits	1,692	1,272	990	335	600	735	425	25	450	610	30
Total current liabilities	2,117	2,339	2,527	2,315	2,729	2,683	2,792	2,618	3,456	3,935	3,572
<b>Refundable Entrance Fees</b>	8,461	79,532	145,648	192,356	208,300	234,028	273,336	302,640	307,480	328,672	375,906
<b>Deferred Revenue from Entrance Fees</b>	2,098	18,886	32,600	40,284	39,464	40,798	44,946	46,031	41,009	40,420	45,663
Total Liabilities	12,676	100,757	180,775	234,955	250,493	277,509	321,074	351,289	351,945	373,027	425,141
<b>Members' Equity</b>	163,803	141,215	94,640	56,102	79,041	84,000	76,115	66,526	98,155	101,718	39,082
Total liabilities and members' equity	\$176,479	\$241,972	\$275,415	\$291,057	\$329,534	\$361,509	\$397,189	\$417,815	\$450,100	\$474,745	\$464,223

81668-1 Disc1 5  
April 2022



AVERY POINT PROJECTED FINANCIAL STATEMENTS (000's Omitted)

STATEMENT OF OPERATIONS AND CHANGES IN MEMBERS' EQUITY

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
<b>Revenues</b>											
Independent living											
Monthly fees	\$ 188	\$ 6,275	\$ 16,077	\$ 21,977	\$ 26,855	\$ 29,648	\$ 34,628	\$ 39,573	\$ 48,605	\$ 64,218	\$ 72,636
Amortization of entrance fees	18	1,140	3,547	5,221	6,734	7,521	8,793	10,289	11,101	11,543	13,229
Ancillary and other resident service revenues	18	596	1,527	2,088	2,551	2,817	3,290	3,759	4,117	4,551	5,249
Total revenues	224	8,011	21,151	29,286	36,140	39,986	46,711	53,621	63,823	80,312	91,114
<b>Expenses</b>											
Salaries, wages and benefits	1,188	5,925	8,550	10,461	11,345	12,137	13,145	14,009	20,923	27,997	29,186
Professional and contracted services	73	1,631	3,914	5,258	6,327	6,969	8,114	9,184	10,308	11,529	13,196
Supplies	17	197	385	492	563	621	709	784	1,168	1,515	1,653
Dietary and other supplies	32	678	1,614	2,165	2,600	2,865	3,333	3,770	4,488	5,412	6,132
Building grounds and maintenance	21	399	924	1,232	1,472	1,622	1,883	2,124	2,341	2,606	2,979
Utilities	221	766	1,384	1,744	1,997	2,188	2,486	2,751	3,348	3,815	4,230
Administrative and other	2,587	2,876	3,508	4,068	4,378	4,778	5,297	5,761	6,216	5,904	4,026
Management fees	10	345	885	1,211	1,481	1,636	1,914	2,189	2,654	3,452	3,910
Resident relations	7	74	133	167	186	205	232	254	287	311	342
Insurance	89	210	308	363	394	429	473	508	593	648	696
Real estate taxes	283	719	1,214	1,516	1,651	1,887	2,261	2,530	3,082	3,467	3,969
Depreciation	922	4,119	7,071	9,125	9,650	11,225	13,169	14,410	17,529	17,407	19,219
Total expenses	5,450	17,939	29,890	37,802	42,044	46,562	53,016	58,274	72,937	84,063	89,538
Operating income (loss)	(5,226)	(9,928)	(8,739)	(8,516)	(5,904)	(6,576)	(6,305)	(4,653)	(9,114)	(3,751)	1,576
<b>Non-operating income</b>											
Interest income	14	42	73	93	106	115	129	143	177	217	230
Excess of revenue over expense (expense over revenue)	(5,212)	(9,886)	(8,666)	(8,423)	(5,798)	(6,461)	(6,176)	(4,510)	(8,937)	(3,534)	1,806
<b>Capital Contributions</b>											
Capital Withdrawals	94,253	(12,702)	(37,909)	(30,115)	-	28,737	11,420	24,925	25,530	40,566	7,115
Change in member's equity	89,041	(22,588)	(46,575)	(38,538)	22,939	4,959	(7,885)	(9,589)	31,629	3,563	(62,636)
<b>Members' Equity, Beginning</b>	74,762	163,803	141,215	94,640	56,102	79,041	84,000	76,115	66,526	98,155	101,718
<b>Members' Equity, Ending</b>	\$ 163,803	\$ 141,215	\$ 94,640	\$ 56,102	\$ 79,041	\$ 84,000	\$ 76,115	\$ 66,526	\$ 98,155	\$ 101,718	\$ 39,082

81668-1 Disc 5  
April 2022

EVERY POINT PROJECTED FINANCIAL STATEMENTS (000's Omitted)

STATEMENT OF CASH FLOWS

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
<b>Cash Flows from Operating Activities</b>											
Excess of revenue over expense (expense over revenue)	\$ (5,212)	\$ (9,886)	\$ (8,666)	\$ (8,423)	\$ (5,798)	\$ (6,461)	\$ (6,176)	\$ (4,510)	\$ (8,937)	\$ (3,534)	\$ 1,806
Adjustments to reconcile excess of revenue over expense (expense over revenue) to net cash (used in) provided by operating activities:											
Depreciation	922	4,119	7,071	9,125	9,650	11,225	13,169	14,410	17,529	17,407	19,219
Amortization of entrance fees	(18)	(1,140)	(3,547)	(5,221)	(6,734)	(7,521)	(8,793)	(10,289)	(11,101)	(11,543)	(13,229)
Changes in assets and liabilities:											
Accounts receivable, residents	(33)	(277)	(247)	(176)	(64)	(116)	(162)	(123)	(36)	(104)	(197)
Inventory	(7)	(25)	(16)	(14)	(4)	(9)	(13)	(7)	(2)	(9)	(11)
Prepaid expenses	(50)	(161)	(56)	(102)	(13)	(66)	(141)	(20)	(103)	(151)	(30)
Accounts payable	111	524	394	354	101	224	345	184	305	244	83
Accrued expenses	68	118	76	89	48	(405)	74	42	108	75	134
Net cash (used in) provided by operating activities	(4,219)	(6,728)	(4,991)	(4,368)	(2,814)	(3,129)	(1,697)	(313)	(2,237)	2,385	7,775
<b>Cash Flows from Investing Activities</b>											
(Increase) decrease in reserve funds	(1,252)	420	282	655	(265)	(135)	310	400	(425)	(160)	580
Purchase of property and equipment	(99,539)	(66,024)	(38,537)	(23,067)	(47,208)	(41,591)	(47,152)	(34,317)	(45,979)	(40,191)	(8,459)
Net cash (used in) provided by investing activities	(100,791)	(65,604)	(38,255)	(22,412)	(47,473)	(41,726)	(46,842)	(33,917)	(46,404)	(40,351)	(7,879)
<b>Cash Flows from Financing Activities</b>											
Proceeds from entrance fees, initial sales	10,577	88,799	82,417	57,868	18,953	30,655	46,945	33,612	2,125	21,647	53,316
Proceeds from refundable entrance fees, resales	-	843	3,890	6,652	10,618	13,620	17,769	23,250	28,277	33,120	39,042
Capital contributions (withdrawals)	94,253	(12,702)	(37,909)	(30,115)	28,737	11,420	(1,709)	(5,079)	40,566	7,097	(64,442)
Refunds of entrance fees and deposits	-	(644)	(2,930)	(4,908)	(7,713)	(9,691)	(12,466)	(16,184)	(19,482)	(22,621)	(26,650)
Increase (decrease) in advanced deposits	1,252	(421)	(282)	(655)	265	135	(310)	(400)	425	160	(580)
Net cash (used in) provided by financing activities	106,082	75,875	45,186	28,842	50,860	46,139	50,229	35,199	51,911	39,403	686
Net increase (decrease) in cash and cash equivalents	1,072	3,543	1,940	2,062	573	1,284	1,690	969	3,270	1,437	582
<b>Cash and Cash Equivalents, beginning of year</b>	1,446	2,518	6,061	8,001	10,063	10,636	11,920	13,610	14,579	17,849	19,286
<b>Cash and Cash Equivalents, end of year</b>	\$ 2,518	\$ 6,061	\$ 8,001	\$ 10,063	\$ 10,636	\$ 11,920	\$ 13,610	\$ 14,579	\$ 17,849	\$ 19,286	\$ 19,868

**ERICKSON SENIOR LIVING, LLC**  
**PROFIT & LOSS GENERAL ASSUMPTIONS**  
**JANUARY 1 – DECEMBER 31, 2022**

**Revenue**

**Management Fees:**

Management Fees are calculated based on resident fees collected by the communities. Erickson Senior Living charges the developing communities 5% of the total resident fees collected on a monthly basis. The mature communities management fee rate varies based on occupancy level. The management fees expected in 2022 for Avery Point are expected to be \$\_\_\_\_\_ depending on opening of the first residential buildings. The projected management fees from all other communities are \$50,159,493.

**Central Service Revenue:**

Central service is the reimbursement of costs from managed communities and related parties. These costs are incurred in direct support of these entities and are allocated based on time spent and utilization of services.

**Expenses**

**General and Administrative Expenses:**

General and Administrative Expenses consists of all centralized costs of managing CCRC's as well as managing the development of new CCRC's. All of the costs of operations and management services are reimbursed per the management contract by managed or other related entities.

**Depreciation:**

Depreciation is estimated based on the useful life of the related asset.

**ERICKSON SENIOR LIVING, LLC**  
**PROJECTED JANUARY 1 – DECEMBER 31, 2022**

	<b>FY22 Budget</b>
<b>Operating Revenues</b>	
Management fees	\$ 53,833,641
Central Services	100,816,906
Other Revenue	5,070,317
Total Operating Revenue	<u>159,720,864</u>
<b>Expenses</b>	
General & Administrative	109,108,681
Depreciation	3,330,000
Total Operating Expenses	<u>112,438,681</u>
<b>Net Income (Loss)</b>	<u>\$ 47,282,183</u>

**ERICKSON SENIOR LIVING, LLC**

**JANUARY 1 – DECEMBER 31, 2021**

Erickson Senior Living, LLC Comparison to 2021 Actual Performance

Erickson Senior Living, LLC

January 1 - December 31, 2021

Budget vs. Actual

	FY21 <u>Budget</u>	FY21 <u>Actual</u>	<u>Variance Explanation</u>
<b>Operating Revenues</b>			
Management fees	\$ 47,896,271	\$ 52,586,431	Occupany recovered better than expected
Central Services	93,180,568	90,412,915	CS allocation driven by G&A expense actuals
Other Revenue	4,522,840	4,107,826	Realty service revenue
Total Operating Revenue	<u>145,599,679</u>	<u>147,107,173</u>	
<b>Expenses</b>			
General & Administrative	101,082,041	99,264,245	
Depreciation	2,850,000	3,051,918	Enterprise I.T. projects
Total Operating Expenses	<u>103,932,041</u>	<u>102,316,163</u>	
<b>Non-Operating Revenue (Expenses)</b>			
Interest Income	-	224	
Total Non-Operating	<u>-</u>	<u>224</u>	
<b>Net Income (Loss)</b>	<u>\$ 41,667,638</u>	<u>\$ 44,791,233</u>	

**EXHIBIT 7**  
**SUMMARY FINANCIAL CONDITION**

**Summary:**

Exhibit Seven includes a summary of the community's financial condition, as required by the Virginia State Corporation Commission.

### Avery Point Summary of Financial Information

	As of December 31, 2021	As of December 31, 2020	
Assets	\$ 85,717,992	\$ 40,026,890	
Liabilities	\$ 13,127,439	\$ 2,198,927	
Equity	\$ 72,590,553	\$ 37,827,963	
Operating Revenue	\$ 3,700	\$ 150	
Operating Expenses	\$ 3,191,331	\$ 2,924,887	
Net Income (Loss)	\$ (3,187,631)	\$ (2,924,737)	

Occupancy information	Capacity of units	Average Occupancy	Percentage Occupancy
<b>Independent Living</b>	n/a		%
<b>Assisted Living</b>	n/a		%
<b>Memory Care</b>	n/a		%
<b>Nursing</b>	n/a		%

**EXHIBIT 8**  
**SOURCES AND USES OF FUNDS AND ASSUMPTIONS FOR**  
**PURCHASE, CONSTRUCTION AND DEVELOPMENT**

Summary:

Exhibit Eight provides a detailed description for the Virginia Department of Insurance regarding the assumptions used by the Providers in the financial projecting of the costs of constructing and developing the Community.

Exhibit Eight also includes the projected operating income and expenses through the completion of the community.



**EXHIBIT 8**  
**BUDGET FOR PURCHASE, CONSTRUCTION AND DEVELOPMENT**  
**OPERATING PROFIT/ LOSS PROJECTIONS**

AVERY POINT  
LEVEL I PROFORMA (subject to Change as Project Progresses)

**A. Assumptions for Sources of Funds**

Funding for the Avery Point comes from equity financing from Erickson Living Holdings, LLC.

Once released from escrow, the initial entrance deposits can be used to pay off any equity investment or development/ construction financing and then will be used to fully fund the balance of the project. The Providers expect to receive resident entrance deposits for this project of approximately \$530 million.

Absorption

- The overall average absorption rate is 13.8 ILU per month.
- Construction starts and building deliveries are adjusted to meet market demand. New construction starts are made only where 70% of units are reserved and/or covered by standby commitments.

Entrance Deposits

Entrance Deposits are systematically priced as follows:

- Avery Point prices are used as a baseline and are adjusted to meet local market conditions such as housing values, competitive pricing, product availability and others.
- Demographic information collected by the Marketing Department is reviewed to ensure that the target market can readily afford the adjusted prices; and
- The adjusted prices are compared to offerings by relevant competitors to ensure that Erickson Senior Living maintains its position as a low-cost, high-value retirement option.

This methodology yields prices that readily cover costs, produce a desirable return on investment and affordable to the target market, and are highly competitive. Entrance deposits are assumed to increase at a rate of 3.0% annually.

## **B. Assumptions for Uses of Funds**

### Construction Costs Assumptions:

The projected construction costs for buildings at Avery Point were developed based upon Management's experience of actual construction costs observed at other Erickson Senior Living projects.

### Architecture and Engineering

The Design fees, reimbursable expenses, special consultants, extra services and inspection & testing are projected at 7% of construction costs.

### Soft Costs

Other soft costs totaling 12.2% are predominantly comprised of general conditions and the general contractor's fee.

### Fees and Permits

Projected costs for fees and permits are estimate at 1.0% of hard costs.

### Builder's Risk

Projected cost for builder's risk insurance is computed at 1.0% of hard costs.

### Property Taxes

Taxes are based on the estimated assessed value of the land using the Goochland County rates.

### Contingency

Contingency is estimated at 15% of the inflated hard and soft costs.

Projected Sources and Uses of Funds  
December 31, 2020 through 2032  
(In thousands of dollars)

	INDEPENDENT LIVING UNITS	HEALTHCARE UNITS	TOTAL
<b>SOURCE OF FUNDS</b>			
Equity Contributions	\$ 273,837	\$ 101,312	\$ 375,149
Entrance Fees from Early Phases	165,890	-	165,890
<b>TOTAL SOURCE OF FUNDS</b>	<b>\$ 439,727</b>	<b>\$ 101,312</b>	<b>\$ 541,039</b>
<b>USES OF FUNDS</b>			
Construction Costs			
Residential / Healthcare Units	\$ 264,854	\$ 73,202	\$ 338,056
Community Buildings	24,149	-	24,149
Marketing Center	900	-	900
	289,903	73,202	363,105
Furniture and Equipment	25,585	1,182	26,767
Subtotal	315,488	74,384	389,872
Architect & Engineering	22,084	5,207	27,291
Fees and Permits	3,155	744	3,899
Builder's Risk	3,155	744	3,899
Other Soft Costs	38,489	9,075	47,564
Subtotal	382,371	90,154	472,525
Contingency	57,356	11,158	68,514
<b>TOTAL USES OF FUNDS</b>	<b>\$ 439,727</b>	<b>\$ 101,312</b>	<b>\$ 541,039</b>