FUTURE RESIDENCY AGREEMENT

THIS FUTURE RESIDENCY AGREEMENT (the "Agreement") is made this _____ day of _____, 20___ (the "Effective Date"), between THE PINES AT DAVIDSON, INC., a North Carolina nonprofit corporation (the "Corporation", "we", "us", "our" or "The Pines"), and _____ (the "Future Resident", "you" or "your"). (if husband and wife or two other persons enter into this Agreement, the word "Future Resident", "you" or "your" shall apply to them jointly and severally unless the context otherwise requires).

INTRODUCTION

WHEREAS, the Corporation owns and operates a continuing care retirement community located at 400 Avinger Lane in Davidson, North Carolina known as "The Pines at Davidson" ("The Pines"); and

WHEREAS, Future Resident desires to become a Resident of The Pines and/or an Early Advantage Member of The Pines.

NOW, THEREFORE, Future Resident and the Corporation agree as follows:

AGREEMENT

I. PRIORITY, INDEPENDENT LIVING ACCOMMODATION TYPE, AND DESIRED DATE OF OCCUPANCY

A. **Priority Reservation.** The Corporation agrees to assign to the Future Resident a priority position on The Pines' waiting list ("Priority Position") based on the date of this Agreement and the chronological order in which all Future Residents enter into such Future Residency Agreements, regardless of the unit type selected or whether Future Resident is interested in the Corporation's Early Advantage Program. If

the Future Resident has entered into an Early Advantage Agreement with the Corporation and becomes an Early Advantage Member, the Early Advantage Member maintains the same priority position on the waiting list and is also assigned an additional priority position on the Early Advantage Program list according to the date the Member joined the Early Advantage Program. The Early Advantage Member may receive offers for an Independent Living Accommodation using whichever priority position is most advantageous to the Early Advantage Member.

B. **Accommodation Type Preference.** The Future Resident prefers to occupy one of the following Independent Living Accommodations at The Pines or to become a Member in the Early Advantage Program at some time in the future:

___ Studio/Deluxe Studio Apartment, 418-527 sq. ft.

___ One-Bedroom Apartment, 722 sq. ft.

___ Two-Bedroom Apartments, 975-1,249 sq. ft

___ Cottages , 1,200-1,565 sq. ft.

___ Large Cottage with Sunroom/Study & Garage, 1,656 sq. ft.

___ Villas, 1,164-1,870 sq. ft.

(Please Specify: _____)

___ Early Advantage Program (Off-Campus Program)

C. **Desired Date of Occupancy.** The Future Resident projects readiness for actual occupancy of the Independent Living Accommodation at The Pines in approximately: _____(Month) of _____ (Year) ("Desired Date of Occupancy").

The Future Resident projects readiness to join the Corporation's Early Advantage Program in approximately _____ (Year).

It is understood that such a Desired Date of Occupancy or projected dated for joining the Early Advantage Program is an estimate and may vary due to the Future Resident's readiness, the actual availability of the Independent Living Accommodation or the availability of openings in the Early Advantage Program, and the decisions by those persons that hold greater priority when they receive offers. It is understood that there is no guarantee that an offer for an Independent Living Accommodation or an offer for the Early Advantage Program will occur in the Future Resident's desired timeframe. When the Future Resident

is ready to receive offers, he or she must contact The Pines' Sales and Marketing Department in order to be placed on the "Ready Lists" for the Independent Living Accommodations and/or Early Advantage Program for which they are ready to accept an offer. Ready Lists are prioritized by the date of the Future Residency Program Agreement.

II. ADMISSION PROCEDURES

A. **Application Forms.** Along with the submission of this Agreement, the Future Resident will submit completed application forms containing all the information required by The Pines for initial review. The Application forms shall include an Application for Admission, a Personal Health History, and a Confidential Financial Statement on forms provided by The Pines for review by the Admissions Review Committee.

B. **Admissions Review Committee.** Upon receipt of the completed application forms, The Pines' Admissions Review Committee will review the forms submitted by the Future Resident as a basis for initial admission to The Pines. The Admissions Review Committee, in its sole discretion, will within thirty (30) days of the receipt of the completed application forms, approve or deny the application for initial admission based on admissions criteria and policies established by the Corporation.

C. **Notification of Availability of Independent Living Accommodation and Early Advantage Program Offer.** At the time the specified Independent Living Accommodations or an opening in the Early Advantage Program becomes available, the Corporation will make reasonable efforts to notify the Future Resident at or near the desired date of occupancy and/or desired date of joining the Corporation's Early Advantage Program. The Future Resident must be on the Corporation's Ready Lists for the specific accommodation types and/or for the Early Advantage Program to receive offers for either specific Independent Living Accommodations or the Early Advantage Program. The Future Residency Program's Ready List is prioritized by the original date of the Future Residency Program Agreement. Once enrolled in the Early Advantage Program, Early Advantage Program Members can also be on the additional Early Advantage Program Ready List for an on-campus Independent Living Accommodation when they are ready to move to campus, and this Ready List is prioritized by the date of the Early Advantage Program Agreement. Those receiving an offer may accept or reject The Pines' offer to take actual occupancy of the Independent Living Accommodation or to reserve membership in the Early Advantage

Program. The Future Resident has three (3) days from the date of notification by the Community to accept the Independent Living Accommodation or to reserve membership in the Early Advantage Program. The Future Resident may reject any offer by the Corporation to take occupancy at The Pines or to reserve membership in the Early Advantage Program without losing the Future Resident's priority on The Pines' waiting list. If the Future Resident is not ready to accept offers, they will be removed from the Ready Lists and may rejoin the Ready Lists when they are ready to accept offers.

D. **Priority As to Available Living Accommodations.** The right to reserve Independent Living Accommodations becoming available for occupancy at The Pines, including without limitation, priority among current Residents and Future Residents, including Early Advantage Program Members, will be subject to and in accordance with the Corporation's then current guidelines and fees, which may be subject to change from time to time in the Corporation's sole discretion.

E. **Accepting an Offer.** Should the Future Resident accept the offer for occupancy of the Living Accommodation at The Pines or the offer for the Early Advantage Program, the Future Resident shall execute the form of Residence and Care Agreement or Early Advantage Program Agreement, as applicable, in effect at the time of such acceptance and pay the required fees in effect at such time as outlined in such applicable agreement. Prior to occupancy of the Independent Living Accommodation or enrollment in the Early Advantage Program, as applicable, by the Future Resident, the Future Resident shall have satisfied all the admission requirements described in such Residence and Care Agreement or Early Acceptance Program Agreement, as applicable, including but not limited to the following items listed below.

1. Updated Application Forms, If Requested. Future Resident agrees to provide, if requested by the Corporation, updated application forms for review by the Admissions Review Committee, including the Application for Admission, Personal Health History and Confidential Financial Statement with supporting documents.

2. Physician's Examination Report. The Future Resident agrees to submit a physician's examination report completed by the Future Resident's personal physician on the Medical Certificate form provided by the Corporation for review by The Pines' Admissions Review Committee.

3. Personal Interview. The Future Resident shall have an interview with a representative from The Pines prior to taking residency or being accepted into the Early Advantage Program at The Pines. Upon review of all information required to be furnished herein, additional personal interviews may be requested by us.

F. **Final Review by Admissions Review Committee.** Within thirty (30) days upon receipt of a signed Residence and Care Agreement or Early Advantage Agreement, as applicable, by the Future Resident, the Physician's Examination Report, and any updated application forms, if requested, the Admissions Review Committee will make a final review of the application of the Future Resident, and in its sole discretion, approve or deny the application based on the admission criteria and policies as established by the Corporation at the time of acceptance and notify Future Resident of such action.

III. CONSIDERATION FROM FUTURE RESIDENT

In consideration for the rights as outlined in this Agreement, the Future Resident agrees to pay a Reservation Deposit of One Thousand Dollars ($1,000.00). The Reservation Deposit is a non-interest-bearing deposit associated with this Future Residency Agreement and will be credited toward the entrance fees due by the Future Resident at the time of occupancy of the Independent Living Accommodation at The Pines under the Residence and Care Agreement or credited toward the Early Advantage Membership Fee under the Early Advantage Program Agreement, as applicable. The Reservation Deposit does not lock-in the Entrance Fee or Monthly Charge for a Living Accommodation at The Pines under the Residence and Care Agreement or the Membership Fee or Monthly Fee under the Early Advantage Program Agreement, as applicable.

IV. TERMINATION AND REFUND

A. **Termination by the Future Resident.** The Future Resident may terminate this Agreement for any reason prior to occupancy of an Independent Living Accommodation at The Pines or prior to joining the Early Advantage Program by giving written notice to the Corporation.

B. **Termination by the Corporation.** The Corporation may terminate this Agreement at any time if there has been a material misrepresentation or omission submitted by the Future Resident in the Future Resident's Application for Admission, Personal Health History, Confidential Financial Statement, or Physicians

Examination Report. The Corporation may also terminate this Agreement if the Future Resident does not meet the admission criteria set by the Corporation.

C. **Refund Upon Termination.** Upon any termination of this Agreement by either the Future Resident or the Corporation, the Corporation shall refund the Future Resident the full amount of the $1,000.00 Reservation Deposit within sixty (60) days of such notification.

V. GENERAL PROVISIONS

A. **Assignment.** This Agreement and the rights and privileges of the Future Resident under this Agreement are personal to the Future Resident and may not be transferred or assigned by the Future Resident or otherwise.

B. **Management of the Corporation.** The absolute rights of management are reserved by the Corporation, its Board of Directors and its administrators as delegated by said Board of Directors. The Corporation reserves the right to accept or reject any person for residency. Future Residents do not have the right to determine admissions or terms of admission of any other Resident. Resident acknowledges the right of the Corporation to contract for the various services as provided by this Agreement, including, but not limited to, management services for the Corporation.

C. **Entire Agreement; Counterparts.** This Agreement, together with any schedules, attachments, exhibits or addenda thereto, constitutes the entire contract between the Corporation and the Future Resident and is preliminary to the Residence and Care Agreement and/or the Early Advantage Program Agreement. The Corporation shall not be liable or bound in any manner by any statements, representations or promises made by any person representing or assuming to represent the Corporation, unless such statements, representations or promises are set forth in this Agreement or in an amendment to this Agreement signed by the Corporation and by you. This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one and the same agreement. This Agreement and any amendments hereto, to the extent signed and/or delivered by means of a facsimile machine, electronic mail or other electronic means, shall be treated in all manners and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

D. **Successors and Assigns.** Except as set forth herein, this Agreement shall bind and inure to the benefit of the successors and assigns of the Corporation and shall bind the heirs, executors, trustees, responsible parties, powers of attorney, and administrators of you.

E. **Governing Laws.** This Agreement shall be governed by the laws of the State of North Carolina without regard to conflict of laws principles. Except to the extent that the parties have agreed to an alternative mechanism for the resolution of a dispute, to the full extent permitted by law, any action, suit, or proceeding arising out of or relating to this Agreement shall be brought and enforced in the courts of the State of North Carolina located in Mecklenburg County or of the United States District Court for the Western District of North Carolina, and the parties hereby irrevocably submit to the exclusive jurisdiction of such courts and irrevocably waive any objection that they may now or hereafter have to the laying of venue of any such action or proceeding in such courts.

F. **Severability.** The invalidity of any restriction, condition or other provision of this Agreement, or any part of the same, shall not impair or affect in any way the validity or enforceability of the rest of this Agreement.

G. **Amendments and Partial Invalidation.** Generally, this Agreement can be changed only by mutual written consent. However, the Corporation reserves the right, upon thirty (30) days prior written notice to Future Resident, to modify or amend this Agreement whenever doing so is necessary to correct errors, omissions, or inconsistencies, to provide clarification of intent, or to conform the documents to the requirements of local, state, or federal laws and regulations applicable to the Corporation, in particular, or to residential life care communities, in general, or whenever doing so is deemed by the Corporation to be in the best interest of the Corporation and the residents in light of changes in health insurance laws and coverages and/or local, state or federal tax laws or regulations.

H. **Waivers.** Neither the failure nor any delay on the part of any party to exercise any right, remedy, power, or privilege ("Right") under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any Right preclude any other or further exercise of the same or of any Right, nor shall any waiver of any Right with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

I. **Notice Provisions.** Any notices, consents, or other communications to the Corporation hereunder (collectively "notices") shall be in writing and addressed as follows:

Attn: Sales and Marketing Department
The Pines at Davidson
400 Avinger Lane
Davidson, NC 28036

The address of the Future Resident for the purpose of giving notice is the address appearing after the signature of the Future Resident below.

[Signature page follows.]

The parties have executed this Agreement effective as of the Effective Date.

_____ _____

Future Resident Signature *Future Resident Signature*

Address

Telephones

Emails

THE PINES AT DAVIDSON, INC.

By: _____

Name: _____

Title:_____

The Pines does not unlawfully discriminate in admission decisions or otherwise with respect to residents based on race, color, gender, disability, national origin, religion, or sexual orientation.

Admission is restricted to persons 65 years of age or older, except in the case of double occupancy in which one person is at least 65 years of age, the other person must be at least 62 years of age.

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APPLICATION

Full Name: _____ Preferred Name: _____

Spouse/Partner: _____

Address: _____

Email: _____ Landline Telephone: _____

Cell Phone: _____

Date of Birth: _____ Place of Birth: _____

Gender: _____ | ☑ Married ☑ Widow ☑ Divorced ☑ Single | Years at Present Address: _____ ☐ Rent ☐ Own

Where have you lived most of your life? _____

Other places you have lived? _____

Have you ever been a resident of another retirement community? ☐ No ☐ Yes, how many years? _____

Background:

Education Background (school, degree, and field of study): _____

_____

_____

In what vocation or professions are/were you engaged? (Please note if you are currently working.)

_____

_____

In what volunteer community services are/were you engaged? (Please note if you are currently volunteering.)

_____

_____

What are your special interests, hobbies, or skills?

_____

_____

Name: _____

Please List Your Children:

Name: City/State: Telephone/Email:

1. _____
2. _____
3. _____
4. _____

Religion (optional):

Present Church Affiliation (Church Name): _____

Church City/State: _____

Denomination: _____

The section below only needs to be completed after an offer is made:

Do you presently have a person or firm handling your business affairs?:

☐ No ☐ Yes, Please name: _____

Address: _____

Telephone #: _____ Email: _____

Who is the executor of your estate or will?

Name: _____

Relation: _____

Address: _____

Telephone/email: _____

Name of funeral home, city and state: _____

Vehicle license number and state: _____ Handicap Placard: ☐ No ☐ Yes

Social Security Number: _____

Signature: _____

Date: _____

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CONFIDENTIAL FINANCIAL STATEMENT

☐ **Applying for Future Residency Program (☐Wait list ☐Ready list).**
Acceptance to the Future Residency Program does not guarantee acceptance to The Pines.

☐ **Applying for admission after an offer is made.**
Supporting documents must accompany this statement at the time an offer is made.

If married, only one form is needed

Applicant 1: _____ DOB: _____ Gender: _____ ☐ Single ☐ Married

Applicant 2: _____ DOB: _____ Gender: _____ ☐ Single ☐ Married

Email for financial questions: _____ Telephone: _____

Assets	Total	Right of Survivorship %
Total Real Estate Owned	$	
Stocks		
Bonds		
Mutual Funds		
CDs		
Savings		
Variable Annuities		
Other (Itemize)		
Other (Itemize)		
Other (Itemize)		
Other (Itemize)		
Total Assets	$	

Liabilities	Total
Mortgage Payable	$
Car Loan(s)	
Notes Payable to Banks/Others	
Other (Itemize)	
Other (Itemize)	
Total Liabilities	$

INITIAL HERE _____ _____ The total principal of all investments shown above will be available to meet my/our) financial/healthcare obligations until my/our death.

Schedule of Income (If more space is needed, please attach information.)

Income	Resident 1	Resident 2	Combined	Right of Survivorship %
Social Security	$ /month	$ /month	$ /month	
Pension	$ /month	$ /month	$ /month	
Fixed Annuities	$ /month	$ /month	$ /month	
Other (specify)	$ /month	$ /month	$ /month	
Other (specify)	$ /month	$ /month	$ /month	
Total Income	$ /month	$ /month	$ /month	

Name: _____

Real Estate Owned

Description of Property & Improvements	Title in Name of	Date Acquired	Cost	Market Value	Mortgage Amount	Interest Rate
			$	$	$	

Investments Owned (Stocks, Bonds, Mutual Funds, CDs, etc.)

Name of Financial Institution	Description/Type	In name of	Market Value

Schedule of Long-Term Care Insurance Carried (If we approve your financial application based on your long-term care insurance, we will require you to maintain the coverage while living at The Pines.)

Long-Term Care Insurance	Applicant 1	Applicant 2	Joint	
Monthly Premium	$	$	$	
Premium Inflation Rate %	%	%	%	
Benefit Period (Time Cap)	Months	Months	Months	
Coverage Pool (Dollar Cap)	$	$	$	
Elimination Period	Days	Days	Days	
Coverage-Assisted Living/Day	$	$	$	Inflation ____% Simple
Coverage-Skilled Living/Day	$	$	$	Inflation ____% Simple
Reimbursement Type	Expense	Expense	Expense	

Schedule of Life Insurance Carried (only if Applicant 1 or 2 are the beneficiaries)

Life Insurance	Applicant 1	Applicant 2
Name of Company		
Cash Surrender Value	$	$
Face Value	$	$
Loans Outstanding	$	$
Beneficiary		

Name of person having power-of-attorney over my financial affairs: _____

City: _____ State: _____ Telephone#: _____

Email: _____ Relationship: _____

I affirm that this information is correct and substancially complete to the best of my knowledge.

Signature Applicant 1: _____ Date: _____

Signature Applicant 2: _____ Date: _____

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PERSONAL HEALTH HISTORY

Name: _____

In your own words, briefly describe your physical, cognitive and emotional health: _____

_____

_____

_____

Specify any limitations you have or assistive devices you use (vision, hearing, memory, climbing steps, driving; use walker, wheelchair, oxygen, hearing aids, glasses/contacts, dentures):

_____

_____

Describe any allergies including reactions to any drugs/medications:

_____

_____

Describe major surgical operations, serious illness, diagnoses, hospitalizations, or major life events:

1. Year: _____ _____

2. Year: _____ _____

3. Year: _____ _____

4. Year: _____ _____

5. Year: _____ _____

6. Year: _____ _____

Are you presently under special medical care or seeing a specialist?: ☐ No ☐ Yes, describe: _____

_____

Have you ever been treated for depression, anxiety, or any other mental health conditions?: ☐No ☐Yes, describe:

_____

_____

Do you have or have you had the following: Name: _____

Tuberculosis	☐ Yes	☐ No	Polio	☐ Yes	☐ No	Heart Attack or Heart Disease	☐ Yes	☐ No
Cancer	☐ Yes	☐ No	Paralysis	☐ Yes	☐ No	Substance Use Disorder	☐ Yes	☐ No
Stroke	☐ Yes	☐ No	Anemia	☐ Yes	☐ No	Mental Health Treatment	☐ Yes	☐ No
Asthma	☐ Yes	☐ No	Kidney Disease	☐ Yes	☐ No	Cognitive Changes	☐ Yes	☐ No
Diabetes	☐ Yes	☐ No	Hernia	☐ Yes	☐ No	Rheumatism	☐ Yes	☐ No
Epilepsy	☐ Yes	☐ No	Parkinson's	☐ Yes	☐ No	Thoughts of Self Harm	☐ Yes	☐ No
Fractures	☐ Yes	☐ No	If yes, what bones? _____					

Other: _____

Do you have a strict special diet?: ☐ No ☐ Yes, describe: _____

_____

Do you have any planned or upcoming surgeries or procedures? _____

Current Hospital/Healthcare Provider: _____

City/State:_____

Medicare Number: _____

Medicare Supplement Insurance Company: _____

Do you have other supplemental insurance?: ☐ No ☐ Yes _____

Physician(s)(Use additional page if needed)**:**

1. Name: _____
   Address:_____ Telephone #_____
2. Name: _____
   Address:_____ Telephone #_____
3. Name: _____
   Address:_____ Telephone #_____

Dentist(s):

Name: _____

Address:_____ Telephone #_____

In Case of Emergency, notify:

1. Name: _____
   Relationship:_____ Telephone#_____
   City/State_____

Additional Remarks or Clarifications: _____

_____

_____

Prescriptions/Over-the-Counter Medications/Supplements/Vaccinations: on a separate page, please list all items including strength, dose, frequency and prescribing doctor. You may also print this out from MyChart.

I declare the answers to be true, full and complete. Signature:_____