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BY: Kevin McElain

## **THE WOODLANDS RETIREMENT COMMUNITY, LLC**

### **Disclosure Statement**

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

April 28, 2023

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# **THE WOODLANDS RETIREMENT COMMUNITY, LLC**

## **DISCLOSURE STATEMENT**

### **I. CONTINUING CARE PROVIDER**

**Give the name and business address of the provider and a statement of whether the provider is a partnership, foundation, association, corporation or other type of business or legal entity. Such statement shall also set forth the jurisdiction in which the provider is organized if applicable. If the provider is composed of multiple legal entities, give the required information for all such entities and provide a specific description of their relationship to each other.**

The Woodlands Retirement Community, LLC ("The Woodlands") is a limited liability company organized under the laws of the Commonwealth of Virginia and was organized in 2002. Its current business address is 4320 Forest Hill Drive, Fairfax, Virginia 22030.

The members of The Woodlands are Robert E. Bainum 16.67%, Charmaine Bainum 16.67%, Renee Bainum-Spindler 16.67%, Linda Bainum-Woods 16.67%, Shar Bainum-Jewell 16.67% and Kevin Bainum 16.67%. See Section II herein.

The Woodlands will provide services to independent living residents in a retirement community located in Fairfax County, Virginia (the "Community"). Pursuant to the terms of the Residence and Care Agreement (See Appendix A), a resident of the Community will also receive, at his or her option, priority admission status to the assisted living facility owned and operated near the Community by Virginia Gardens, L.L.C., a Virginia limited liability company ("The Gardens") having similar ownership as The Woodlands.

**II. OFFICERS, DIRECTORS, TRUSTEES, MANAGING AND GENERAL PARTNERS, AND CERTAIN PERSONS WHO HOLD EQUITY OR BENEFICIAL INTEREST**

**Give the names and business addresses of the officers, directors, trustees, managing or general partners, and any person having a ten percent or greater equity or beneficial interest in the provider, and a description of such person’s interest in or occupation with the provider. In the case of a nonstock corporation also provide the required information for members of the nonstock corporation.**

**The Woodlands**

The officers and members of the Board of Directors of Woodlands Retirement Community, L.L.C. are listed below, together with the percentage stock ownership information.

<u>Name &amp; Address</u>	<u>Office/Position</u>	<u>%Ownership</u>
Robert E. Bainum 4416 Forest Hill Drive Fairfax, Virginia 22030	CEO Managing Member	16.67% Stockholder
Charmaine Bainum 4416 Forest Hill Drive Fairfax, Virginia 22030	Vice President	16.67%-Stockholder
Renee Bainum-Spindler 4415 Forest Hill Drive Fairfax, Virginia 22030	Secretary COO	16.67% Stockholder
Linda Bainum Wood 4415 Forest Hill Drive Fairfax, Virginia 22030	Treasurer Licensed Administrator	16.67% Stockholder
Shar Jewell, RN 4420 Forest Hill Drive Fairfax, Virginia 22030		16.67% Stockholder
Kevin Bainum 13526 Point Pleasant Dr Chantilly, VA 20151	Vice President	16.67% Stockholder

**III. BUSINESS EXPERIENCE OF; ACQUISITION OF GOODS AND SERVICES FROM; AND CRIMINAL, CIVIL AND REGULATORY PROCEEDINGS AGAINST THE PROVIDER; ITS OFFICERS, DIRECTORS, TRUSTEES, AND THE MANAGEMENT**

**For (1) the provider, (2) any person named in the previous section or (3) the proposed management, if the facility will be managed on a day-to-day basis by a person other than an individual directly employed by the provider:**

**a. Give a description of any specific business experience in the operation or management of similar facilities.**

Management of The Woodlands has experience in the marketing, operation and management of similar facilities. An executive biography for The Woodlands' Chief Executive Officer is included as Appendix B.

**b. Give the name and address of any professional services, firm, association, foundation, trust, partnership or corporation or any other business or legal entity in which such person has, or which has in such person, a ten percent or greater direct or indirect interest and which it is presently intended will or may provide goods, leases or services to the provider of a value of \$500 or more, within any year.**

Virginia Gardens of Fair Oaks L.L.C. 4310 Forest Hill Dr. Fairfax, VA 22030.

**c. Give a description of any matter in which such person:**

**(1) Has been convicted of a felony or pleaded nolo contendere to a felony charge, or been held liable or enjoined in a civil action by final judgment if the felony or civil action involved fraud, embezzlement, fraudulent conversion or misappropriation of property; or**

**(2) Is subject to an injunctive or restrictive order of a court of record, or within the past five years had any 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 health care, including without limitation actions affecting a license to operate a foster care facility, nursing home, retirement home, home for the aged or facility registered under this chapter or similar law in another state; or**

**(3) Is currently the subject of any state or federal prosecution, or administrative investigation involving allegations of fraud, embezzlement, fraudulent conversion, or misappropriation of property.**

Neither The Woodlands, Virginia Gardens nor any of the persons named in Section II herein (1) have been convicted of a felony or pleaded nolo contendere to a felony 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; (2) are subject to an injunctive or restrictive order of a court, or within the past five years have

had a state or federal license or permit suspended or revoked as a result of an action brought by a government 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; or (3) are currently the subject of any state or federal prosecution, or administrative investigation involving allegations of fraud, embezzlement, fraudulent conversion, or misappropriation of property.

#### **IV. OWNERSHIP OF REAL PROPERTY.**

**Give full and detailed information regarding direct and indirect ownership of the property on which the facility is or will be operated and of the buildings in which it is or will be operated.**

The Woodlands owns the land on which the Community is operated. A more complete description of such land is included in Section V herein.

#### **V. LOCATION AND DESCRIPTION OF REAL PROPERTY.**

**Give the location and description of the real property of the facility, existing or proposed, and to the extent proposed, the estimated completion date or date of improvements, whether or not construction has begun and the contingencies under which construction may be deferred.**

The site of The Woodlands is located on approximately 8 acre parcel located on the southeast corner of Lee Highway (Route 29) and Forest Hill Drive, having a street address of 4320 Forest Hill Drive, Fairfax, Virginia 22030. The community opened in June 2008.

The Woodlands owns all improvements on the Woodlands Site. The Community is a residential community for senior citizens. The facility includes a four-story building containing 102 independent living apartments. Common areas and amenities include a swimming pool, a fitness center, a library, dining rooms, a beauty salon, a theater and other common rooms and areas.

The Woodlands Site is part of a larger campus on which Virginia Gardens and also operate their respective senior living facilities. Virginia Gardens owns an approximately 9-acre parcel contiguous with the Woodlands Site, having a street address of 4310 Forest Hill Drive, Fairfax, Virginia 22030 (the "Gardens Site"). Improvements on Virginia Gardens Site consist of a three-story masonry building containing 97 assisted living apartments and suites. The Woodlands Site, together with Virginia Gardens Site are well-landscaped, with walking trails and garden walkways throughout.

## **VI. AFFILIATIONS WITH RELIGIOUS, CHARITABLE OR OTHER NONPROFIT ORGANIZATIONS; TAX STATUS OF PROVIDER.**

**Give a statement as to:**

**a. Whether the provider is or ever has been affiliated with a religious, charitable or other nonprofit organization, the nature of any such affiliation, and the extent to which the affiliate organization is or will be responsible for the financial and contractual obligation of the provider.**

Neither The Woodlands, Virginia Gardens nor is or ever has been affiliated with a religious, charitable, or other nonprofit organization. These facilities have no religious affiliation, however we do base our management practices on Christian and Judaic principles.

**b. Any provision of the Federal Internal Revenue Code under which the provider is exempt from the payment of income tax.**

Neither The Woodlands nor the Virginia Gardens is exempt from the payment of income tax under the Federal Internal Revenue Code.

## **VII. SERVICES PROVIDED UNDER CONTINUING CARE CONTRACTS.**

**Describe the services provided or proposed to be provided under continuing care contracts, including the extent to which medical care is furnished or is available pursuant to any arrangement. The disclosure statement shall clearly state which services are included in basic continuing care contracts and which services are made available by the provider at extra charge.**

The Residence and Care Agreement, attached as Appendix A to this Disclosure Statement, sets forth the services to be provided by The Woodlands to residents of the Community. The following sections are a brief description of the services included in the monthly fee and a brief description of the ancillary services which would be available for an additional fee.

### **Included Services for Monthly Fee.**

In addition to use of the designated apartment, residents in Independent Living receive the following services: one meal a day; communication system; all utilities except personal telephone, internet and cable television service; pre-wiring for telephone, television and internet service; limited housekeeping service every week; all maintenance of the buildings, grounds and equipment; insurance on the buildings, grounds and equipment; insurance of the living unit and all items in the unit, except items owned by the resident; inter-campus shuttle transportation and scheduled and on demand local transportation on a first come first served basis; use of public rooms and common areas of the facility and storage bin in the parking garage. See Section 1 of Residence and Care Agreement (Appendix A).

### **Ancillary Services for Additional Fee.**

The following services are available to residents for an additional fee: room service; additional housekeeping; extra meals; guest meals; lodging in guest rooms on a temporary and space available basis; personal storage space; reserved parking space. Services such as guest meals, personal storage space and housekeeping are available. See Section 1 of the Residence and Care Agreement.

**Services Not Available in Community.**

The Woodlands does not provide personal care, health care or advanced medical care, such as acute care or psychiatric care. The Woodlands is not responsible for making funeral arrangements for residents or for other personal debts of residents.

**VIII. FEES REQUIRED OF RESIDENTS.**

**Give a description of all fees required of residents, including any entrance fee and periodic charges. The description shall include (i) a description of all proposed uses of any funds or property required to be transferred to the provider or any other person prior to resident's occupancy of the facility and of any entrance fee, (ii) a description of provisions for the escrowing and return of any such funds, assets or entrance fee, the manner and conditions of return and to whom earnings on escrowed funds are payable as discussed in Code Section 38.2-4904.1 and (iii) a description of the manner by which the provider may adjust periodic charges or other recurring fees and any limitations on such adjustments. If the facility is already in operation, or if the provider operates one or more similar facilities within this Commonwealth, there shall be included tables showing the frequency and average dollar amount of each increase in periodic rates at each facility for the previous five years or such shorter period that the facility has been operated by the provider.**

The following fees are required for prospective residents of the Community.

***Customized Improvements Charge.*** Any prospective resident who desires to make any customized improvements to a unit prior to or during occupancy may do so at their expense, with approval from The Woodlands management. The Woodlands agree in writing that such improvements will be made. All customized improvements will become the property of The Woodlands. Fees paid for customized improvements to a unit will not be escrowed and will not be refunded.

***Entrance Fee.*** Prospective residents will pay a one-time Entrance Fee to The Woodlands. The Entrance Fee to be paid by residents depends upon the size of the apartment. A list of the current Entrance Fees for the basic unit types is attached to this Disclosure Statement as Appendix C. Prospective residents will pay the Entrance Fee in a series of deposits as follows:

(1) ***Application Deposit:*** A \$1,000 Application Deposit will be due when the prospective resident first submits an application for an available living unit or to join the waiting list for a living unit in the Community;



(2) Signing Deposit: A Signing Deposit equal to 10% of the total Entrance Fee is due when a resident signs the Residence and Care Agreement; and

(3) Move-in Deposit: A Move-in Deposit equal to the remaining balance of the Entrance Fee after the Application Deposit, Signing Deposit are paid is due when the resident takes possession of the living unit.

Prior to occupancy, all Entrance Fees deposits paid by a resident to The Woodlands will be placed in an escrow account with a bank or other escrow agent. Any interest earned on funds in the escrow account will be for the benefit of The Woodlands. 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 Fee for that unit from the escrow account to The Woodlands.

Deposits in escrow will be returned by the escrow agent to the prospective resident in the following circumstances: (1) the funds have not been released within three years after placement in escrow; (2) if the prospective resident dies before occupying a unit; (3) upon rescission of the Residence and Care Agreement (Appendix A) pursuant to the terms of the Agreement.

Prior to occupancy, the Entrance Fee and any portions thereof in escrow are 100% refundable as described in the preceding paragraphs. After occupancy, the Entrance Fee is 90% or 70% refundable as provided and subject to the conditions set forth in Section 3 of the Residence and Care Agreement (Appendix A).

Subsequent to occupancy, a resident will not pay any additional Entrance Fee during residency unless the resident moves to a living unit with a higher Entrance Fee than the unit previously occupied by the resident. The resident will then pay the difference between the current Entrance Fee for the unit previously occupied and the Entrance Fee for the new living unit. See Section 3.2 of the Residence and Care Agreement (Appendix A) for discussion of any additional deposit in the event that a resident marries after coming to the Community. If a resident elects to move to a smaller unit, the resident will receive the difference between the Entrance Fee deposited for the unit previously occupied, if there is a difference between the Entrance Fee for the new living unit. See Section 3.6 of the Residence and Care Agreement

**Monthly Fees.** Residents pay a monthly fee during the term of their residency. Monthly fees are used by The Woodlands to cover operating expenses of the Community. The amount of the monthly fee depends upon the size and features. If two joint residents occupy a unit together, the joint residents will pay only one monthly fee and 2<sup>nd</sup> occupancy fee. Joint residents who occupy separate units must each pay the full monthly fee for their respective units. Joint residents include married persons 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 or to a facility outside the Community, the resident will pay the monthly fees as described in Section 4.4 or 4.5, as appropriate, of the Residence and Care Agreement (Appendix A).

A schedule of monthly fees and double occupancy fees is attached to this Disclosure Statement as Appendix D. Monthly fees are due in advance by the 5th day of each month. Each resident will receive a monthly statement from The Woodlands showing the monthly fee charges

and charges for any ancillary services. The Woodlands may adjust the monthly fees upon 30 days written notice to the residents in the Community.

Monthly fees are not escrowed by The Woodlands. In general, the monthly fees are not refundable. However, if the resident transfers from his or her living unit to another unit in the Community, the resident will receive a non-occupancy credit towards the monthly fee for the days in which the living unit was not occupied.

***Ancillary Fees.*** The Woodlands may charge the resident fees for ancillary services (see Section VII of this Disclosure Statement). Ancillary fees are used by The Woodlands to offset the cost of performing the ancillary services. The amount of the ancillary fee depends upon the additional services selected. A schedule of ancillary services and fees is attached to this Disclosure Statement in Appendix E. Payment for ancillary services is generally due when billed. Ancillary fees are not escrowed by The Woodlands. Fees for ancillary services, which are actually rendered, are not refundable. The Woodlands may adjust the ancillary fees upon 30 days written notice to the residents.

***Vacancy Fee.*** Residents pay the Vacancy Fee to The Woodlands as herein described under the following conditions: negligent use of appliances, including damaged cause by forgetful cooking, which may cause damage to appliances. Walls; excessive holes and or oversized holes for pictures, mirrors, hanging shelf, etc. of 10 holes or more per room. Damage to walls, door, door jams and shoe and chair molding caused by mobility devices such as wheelchairs and walkers, but not limited to. Ceilings; excessive holes and or oversized holes for light fixtures, hanging décor, birdfeeders, wind chimes, etc. The Vacancy Fee is payable each time a resident permanently transfers from a living unit in the Community. Vacancy Fees are not escrowed and are not refunded by The Woodlands.

***Miscellaneous Costs.*** Residents are also responsible for their own funeral arrangements. The Woodlands does not assist with such arrangements. Residents shall procure and maintain, at resident's own expense sufficient renter's insurance coverage which shall include (1) damage of, loss to, or theft of Resident's personal property maintained at the community; and (2) personal liability insurance covering bodily injury, including death, personal injury and property damage to the property of The Woodlands or others arising out of an act or omission of Resident. Evidence of such insurance shall, at The Woodland's request, be provided prior and or during occupancy.

## **IX. RESERVE FUNDING**

**Describe any provisions that have been made or will be made to provide reserve funding or security to enable the provider to fully perform its obligations under continuing care contracts, including the establishment of escrow accounts, trusts or reserve funds, together with the manner in which such funds will be invested and the names and experience of persons who will make the investment decisions. The disclosure statement shall clearly state whether or not reserve funds are maintained. This description shall include a specific explanation of how the value of any such reserve funding was established and, if available, it shall include the opinion of a qualified actuary.**

The Woodlands is not required by M&T Bank to have reserve funding or a line of credit

## **X. CERTIFIED FINANCIAL STATEMENTS**

**Give a certified financial statements of the provider, including (i) a balance sheet as of the end of the two most recent fiscal years and (ii) income statements of the provider for the two most recent fiscal years or such shorter period that the provider has been in existence. Such statements shall conform to generally accepted accounting principles and shall be certified by an independent, certified public accountant. The opinion of the independent, certified public accountant shall be included in this section.**

Audited financial statements for The Woodlands, which was organized in May of 2002, are attached to this Disclosure Statement as Appendix F.

## **XI. PRO FORMA INCOME**

**Give a pro forma income for the current fiscal year. This statement shall conform to generally accepted accounting principles and shall include a specific description of the major assumptions used in developing the pro forma statement.**

A pro forma income statement for The Woodlands is attached to this Disclosure Statement as Appendix G.

## **XII. ADMISSION OF NEW RESIDENTS**

**Give a description of the provider's criteria for admission of new residents.**

In order to become a resident, an applicant must be at least 55 years of age or, if not 55 years of age, must be (a) one of two applicants applying for Joint Residency, the other one of whom is at least 55 years of age or (b) married to someone who is at least 55 years of age and who is already as resident of the Community, and must do the following:

(1) *Application*: An applicant must submit to the Community's Marketing office an application form.

(2) *Medical Examination*: Each applicant must undergo a medical examination by a physician approved by the Community's Executive Director to determine whether (i) the resident is capable of independent living (defined as being physically and mentally capable of performing routine activities of daily living) and (ii) the resident has any medical conditions inappropriate to the retirement facility living situation or which are likely to result in an imminent need for nursing care. If a resident undergoes this medical examination more than six months prior to taking occupancy within the Community, he or she may be required to undergo a further examination within 30 days prior to taking occupancy within the Community to determine whether he or she is still capable of independent living within the Community, and if not, whether he or she may be cared for in the Virginia Gardens if he or she so chooses. If The

Woodlands cannot meet the needs of the individual, it will so inform the applicant and will refund any portions of the Entrance Fee paid.

(3) *Social Interview*: An applicant may be asked to attend a social interview with a representative of The Woodlands.

(4) *Financial Statement*: Each applicant must complete a financial statement to enable The Woodlands to determine his or her financial eligibility for entrance into the Community. The Woodlands generally requires that a prospective resident have a net worth equal to one and a half to two times of the Entrance Fee for the living unit selected and a monthly income equal to at least 1.5 times the monthly fee for the unit selected.

### **XIII. ACCESS TO FACILITY BY NONRESIDENTS**

**Give a description of the provider's policies regarding access to the facility and its services for nonresidents.**

The Woodlands generally restricts access to the facility and its services to residents and their guests. Residents are welcome to have family and friends visit their home. Guests of residents may take meals at the Community for an additional fee. The Community has one guest room available for reservation by residents for their guests at an additional fee. All visitors are subject to The Woodlands' 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. The Woodlands may also make certain meeting rooms and the planned conference center available for public meetings.

### **XIV. PROCEDURE FOR RESIDENTS TO FILE A COMPLAINT OR DISCLOSE A CONCERN**

**Give a description of the procedure by which a resident may file a complaint or disclose any 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 may be organized by the residents. Residents who need information about community or area services may discuss their questions with the Executive Director or the Director of Marketing.

**APPENDIX A-1**

**90% RESIDENCE AND CARE AGREEMENT**

(See attached)

**THE WOODLANDS RETIREMENT COMMUNITY, LLC**

**Residence and Care Agreement**

**90% Refundable Entrance Fee**

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**SCHEDULE A - DOCUMENTS ATTACHED AS APPENDICES HERETO**

**SCHEDULE B - ANCILLARY FEE SCHEDULE**

## **RESIDENCE AND CARE AGREEMENT**

### **90% Refundable**

This Residence and Care Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ by and between The Woodlands Retirement Community, LLC, a Virginia limited liability company (referenced herein as "The Woodlands" and/or with the words "we," "us," and "our"); and \_\_\_\_\_ (referenced herein, whether one or more, as the "Resident" and/or "you" and "your"); and Virginia Gardens, LLC., a Virginia limited liability company (referenced herein as "The Gardens"); and together with The Gardens, the "Affiliates").

### **RECITALS**

A. We own and operate a retirement community comprised of facilities located in Fairfax County, Virginia (referenced herein as the "Community").

B. You have applied for residency in the Community and we have approved your application, subject to the terms of this Agreement.

C. The Woodlands is affiliated with The Gardens each of which owns and operates facilities located near the Community and which offer assisted living services and rehabilitation services, respectively, to seniors. Due to their affiliated relationship with The Woodlands and The Gardens subject to the terms of this Agreement, desire to offer you priority admission to their respective facilities pursuant to Section 10.11 should you so choose.

### **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:

#### **1 SERVICES**

**1.1 Generally.** We agree to furnish you meals, lodging, care and services for your life to the extent enumerated in this Agreement provided that you fulfill your obligations under this Agreement. We will provide these services at a level of care commensurate with the independent-living setting of the Community. If at any time you should require a higher level of care, either temporarily or permanently, than is available within the Community, options for obtaining such care are set forth in this Agreement. Additionally, we agree to provide a total of five (5) days of respite care at The Gardens for the duration of this agreement.

**1.2 Independent Living Apartment.** You shall have a personal, non-assignable right to reside in apartment \_\_\_\_\_ (the "Independent Living Apartment"), subject to removal only as hereafter provided and subject to Section 9.4. We shall furnish electric stove, oven, micro-wave, refrigerator/freezer icemaker, dishwasher, garbage disposal, washer and dryer, wall-to-wall carpeting, emergency pull cord system\*, storage bin and pre-wiring for telephone, internet and television service. You shall provide all other furnishings for the Independent Living Apartment. Electrical and mechanical appliances provided by you shall be U/L approved and subject to our approval. \*The emergency pull cord system is a convenience item only and there is no guarantee

that the system will function at 100% efficiency 24 hours a day. The system is subject to mechanical failure.

**1.3 Meals.** Up to two nutritionally balanced meals will be offered daily in the dining room or other designated common areas Monday through Saturday. On Sunday we offer a Sunday brunch beginning at 12:00 pm to 2:00 pm. One meal per calendar day is included in the regular Monthly Fee per person. You may purchase additional meals in 15 meal and 30 meal packages at an additional charge, which may be revised from time to time, and will be added to the Monthly Fee. Special diets may be provided, there may be an additional cost. Unused meals at the end of the month: 6 meals per person may be carried over to the next month; no more than 6 meals may be accumulated in any given month. Any meals at the end of the month that are in excess of the 6 carryover will be forfeited and are not refundable. Unless the meals were part of an additional meal package. Meals are not transferable between residents. If you exceed the meals credit for the given month, the resident meal cost will be charged to your account, the rate is listed on the Ancillary Fee Schedule B, attached to this Resident and Care Agreement.

**Meal Credits:** If Resident is voluntarily absent from the community for fourteen (14) days or more consecutive days, Resident may receive a monetary credit. Resident must inform The Woodlands management of the absence, and credit can only be used two (2) times per calendar year. Notice prior to Resident's absence is not necessary to receive this credit: however, Resident should notify The Woodlands management when it becomes apparent that he or she will be absent for fourteen (14) or more consecutive days. If Resident is absent from the community because Resident is in the Hospital, Assisted Living, Skilled Nursing or a medical treatment facility, Resident will receive a daily monetary credit for missed meals beginning on the third (3<sup>rd</sup>) day of their absence. The monetary credit is on the Ancillary Fee Schedule B, attached to this Resident and Care Agreement.

In cases of natural disaster residents shall provide for themselves staple items, including but not limited to, bottled water, shelf stable food products, personal care items, and medications.

Tray service may be provided in the Independent Living Unit for an additional fee.

You may invite guests to any meal, in accordance with our rules and regulations referred to in Section 9.1. Guest meal charges may be charged to your account.

**1.4 Community Facilities.** You shall have the right to use, in common with other residents of the Community, the indoor and outdoor social and recreational facilities, and other congregate and communal facilities provided from time to time by us.

**1.5 Utilities.** We shall provide the utilities reasonably required in connection with the occupancy of the Independent Living Unit (water, sewage, heating, air conditioning, electricity) except for telephone, internet and cable service, subject to availability of such services to us.

**1.6 Housekeeping, Laundry.** You shall maintain the Independent Living Unit in a clean, sanitary, and orderly condition and shall perform or furnish usual housekeeping tasks in connection therewith. We will provide limited housekeeping services every week which may consist of changing bed linens, vacuuming, dusting, and cleaning bathrooms and kitchens (exclusive of washing dishes). We may provide you with additional housekeeping services on an individual charge basis upon your request. Trash disposal, there are three (3) trash and one (1) recycling rooms on each floor, trash and recyclable's

should be disposed of in the provided areas, should you need trash or recyclables removed from your apartment on non-scheduled housekeeping day, you may request it to be done through the front desk.

If you do not maintain the Independent Living Unit in a proper manner, we, after notice to you, shall have the right to provide additional housekeeping services, and the cost of such services shall be billed to you.

Hoarding and clutter in your apartment may cause a safety and health issue to you and or others. The Woodlands approach and objective is to determine if the rooms in the apartment can be used for the intended purpose. The Woodlands may adopt a multi partner approach in monitoring and resolving such issues, specifically referring to resident's apartment and storage unit. If Resident is not cooperative in resolving hoarding or clutter issue in a timely manner of 30 days after notice, we shall have the right to take corrective action which may include but not limited to: referral to external agencies, intervention counseling, enforcement action (sorting and removal of items) and or eviction. The cost of such services may be billed to you.

Housekeeping credit: If Resident is voluntarily/involuntarily absent from the community for fourteen (14) days or more consecutive days, Resident may receive a monetary credit. Resident must inform The Woodlands management of the absence, and credit can only be used two (2) times per calendar year. Notice prior to Resident's absence is not necessary to receive this credit: however, Resident should notify The Woodlands management when it becomes apparent that he or she will be absent for fourteen (14) or more consecutive days. The monetary credit is on the Ancillary Fee Schedule B, attached to this Resident and Care Agreement.

Personal laundry and dry cleaning shall be your responsibility.

**1.7 Guests.** You shall be permitted to have guests in the Independent Living Unit subject to our Rules and Regulations referred to in Section 9.1. One guest room shall be available for reservation by residents at a reasonable rate for overnight stays by their guests. We reserve the right to make rules regarding visits and guest behavior, and may limit or terminate a visit at any time for reasons we deem appropriate.

**1.8 Security; Insurance; Storage.** We shall use reasonable care in providing security in the Community for you and your property, but we shall not be responsible for loss or damage to personal property. You shall maintain private insurance on your own property as described in Section 9.6. Subject to availability, you may obtain additional storage space for your personal property for an additional fee. We provide a daily check-in service for each apartment.

**1.9 Building and Grounds.** We shall maintain all buildings, grounds and equipment, including snow removal in inclement weather. You shall not make any alteration, addition, or improvement to the Independent Living Unit or other buildings of the Community, or construct or install any structures on the grounds of the Community without our prior written consent, which may be granted subject to any conditions we may impose at our discretion. Unless otherwise agreed in writing between you and us, you shall restore the Independent Living Unit and other buildings and grounds to which you have made any alterations to their original condition upon vacating the Independent Living Unit.

**1.10 Transportation.** We may provide campus shuttle transportation. Scheduled local transportation for special, personal and group trips may also be available provided that any transportation required

outside our customary travel area may be on an individual charge basis. We will also arrange for limousine service for you if desired at an additional cost.

**1.11 Garage Space.** A garage space may be available for a monthly charge of \$\_\_\_\_\_, and you shall have a personal, non-assignable right to use, for automobile parking purposes, that certain garage space designated as \_\_\_\_\_ (the "Garage Space"), which right shall continue for as long as you own and operate a state register and licensed vehicle. If your automobile has been unused by yourself for a period of 5 months due to non-medical or health issues The Woodlands reserves the right to cancel your garage parking space. If your vehicle is unused for a period of 5 months due to medical or health related issue you may be asked to provide a doctor's report as to when and if you are able to resume driving. Garage parking spaces are non-assignable, this includes family member(s) and or private hire staff that you may employ. If a particular Garage Space is not designated in this Section at the time this Agreement is executed, this Section shall be deemed not applicable.

**1.12 Other Ancillary Services.** We anticipate that other Ancillary Services may be available to you for an additional fee. These services may include additional storage and reserved parking.

## **2 HEALTH CARE**

**2.1 General.** We shall make health care services available to you to the extent enumerated in this Agreement so long as you carry out your obligations under this Agreement.

**2.2 Outpatient Services.** We, working in tandem with The Gardens, shall provide access to a physical therapist, speech therapist, and occupational therapist, but you shall be free to engage the services of health professionals of your choice.

Your use of any and all outpatient services provided pursuant to this Section 2.2 shall be at your sole cost and expense.

**2.3 Inpatient Services.** If you require inpatient assisted care, The Gardens provides assisted care on a 24-hour a-day basis, and agrees to provide you admission on a priority basis if you so choose. You shall be financially responsible for any such care, as hereinafter defined, or other insurance. You may employ private duty nurses and sitters at your own expense, but only after our approval and subject to our rules and regulations referred to in Section 9.1.

**2.4 Additional Services Available for Additional Fee.** If you so choose, we may arrange for other outside providers to provide labor services, supplies and, physical, speech and occupational therapy to you. You will be responsible for paying the costs and fees of the providers supplying these goods and services.

## **3 ENTRANCE FEE**

**3.1 Payment.** Prior to the Occupancy Date, you shall pay to us a total Entrance Fee of \$\_\_\_\_\_, which includes the \$\_\_\_\_\_ Application Deposit the Signing Deposit \$\_\_\_\_\_, as paid to date, and shall include the Move-In Deposit \$\_\_\_\_\_.

**3.2 Joint Residents; Marriage.** Joint Residents occupying the same Independent Living Apartment are not required to pay an additional Entrance Fee. If Joint Residents occupy separate Independent Living apartments, each Joint Resident shall pay the Entrance Fee applicable to his or her Independent Living Apartment. This fee structure applies to Joint Residents who move to the

Community together and to a Resident who moves to the Community, subsequently marries, and has his or her spouse then be accepted to the Community.

**3.3 Escrow.** We will hold in escrow the deposits you make towards the total Entrance Fee until either you occupy the Independent Living Apartment or the Independent Living Apartment is available for immediate occupancy. When either of those conditions has been fulfilled, the deposits you make towards the Entrance Fee will be released from escrow in full and will be held or used by us until the termination of this Agreement as provided in Section 8.

Entrance Fees held in escrow will be returned by the escrow agent to you only in the following circumstances: (1) the funds have not been released within three (3) years after placement in escrow (but in any event within six years after placement in escrow unless specifically approved by the State Corporation Commission) or within such longer period as determined appropriate by the State Corporation Commission in writing; (2) if you die before occupying the Independent Living Unit; or (3) upon rescission of this Agreement pursuant to its terms.

In the case of Joint Residents, the Entrance Fee shall be deemed to be a joint asset of the Joint Residents with the right of survivorship and may be used for the care of either Joint Resident.

No interest shall be paid to you on your Entrance Fee.

**3.4 Adjustments.** Your Entrance Fee may be increased only in the circumstances listed below. You shall not be entitled to a refund or decrease of the Entrance Fee due to any temporary or permanent transfer, for whatever reason, during the term of this Agreement.

**3.4.1.1. Permanent Transfer to Higher Fee Apartment.** If you transfer permanently to a new Woodlands Apartment requiring a higher Entrance Fee than that paid for the Independent Living Apartment, you shall pay to us the difference between the Entrance Fee then in effect for the new Woodlands Apartment and the Entrance Fee paid for the Independent Living Apartment.

**3.4.1.2. Spouse Accepted as New Resident in Different Apartment.** If your spouse is accepted as a new resident in the Community and is placed in a different Woodlands Apartment than that which you occupy, your spouse must pay an additional Entrance Fee if the Woodlands Apartment your spouse occupies is subject to an Entrance Fee.

**3.5 Refund Prior to Occupancy.** We will refund the Entrance Fee to you or your legal representative, as appropriate, prior to occupancy in the following circumstances:

**3.5.1.1 Recession by You.** You rescind this Agreement (1) within seven (7) days of making an initial deposit or executing this Agreement or (2) at any time prior to occupancy. You shall not be required to move into the Independent Living Unit prior to the expiration of the seven (7) day period referenced in subsection (1) herein.

**3.5.1.2 Death.** If you die before occupying the Independent Living Apartment or are otherwise precluded from occupying the Independent Living Apartment through illness, injury, or incapacity and this Agreement is automatically rescinded thereby. If one of two Joint Residents dies prior to occupancy, the remaining Resident may, but is not required to, rescind this Agreement. The surviving Joint Resident may elect to request a different Woodlands Apartment and together with The Gardens and The Fairfax, as applicable, will handle the request on a

priority basis. We will refund or charge any difference in the Entrance Fees between The Woodlands Apartment or the Continuing Care Unit, provided this election is made in writing at least thirty (30) days prior to occupancy. At present, neither The Fairfax nor The Gardens has an Entrance Fee.

**3.5.1.3 Termination by Us.** We elect to terminate the Agreement if it is determined that you are ineligible for entrance into the Community. The refund of the Entrance Fee shall be made within thirty (30) days following our providing you with notice of the termination of this Agreement.

**3.6 Refund after Occupancy.** After you have taken occupancy of the Independent Living Apartment and subject to the terms and conditions of Section 8 of this Agreement, we shall pay a refund of the Entrance Fee to you as follows:

**3.6.1.1 Termination by you during Lifetime.** If you terminate this Agreement at any time after the Occupancy Date, we shall pay you a refund of the Entrance Fee within sixty (60) days after fulfillment of all of the following conditions: (1) you have vacated, and have removed all possessions from, the Independent Living Unit; (2) a) you have signed a Unit Release Form for the Independent Living Unit or b) turned over the keys to the unit along with verbal notice of unit is released; (3) you have paid us all outstanding fees and charges, which may be deducted from entrance fee refund; and (4) a qualified, new resident has signed a new Residence and Care Agreement for the Independent Living Unit you are vacating has settled in full by paying a new Entrance Fee. We shall pay the refund of the Entrance Fee to the duly designated beneficiaries named in a Refund of Entrance Fee Form or, if there is no Refund of Entrance Fee Form, to you.

**3.6.1.2 Termination due to your Death.** If you die after the Occupancy Date, we shall pay a refund of the Entrance Fee within sixty (60) days of the fulfillment of the following conditions: (1) your personal representative or family has removed all possessions from the Independent Living Unit; (2) a) your personal representative or family has signed a unit release for the Independent Living Unit or b) turned over the keys to the unit along with verbal notice of unit is released; (3) your personal representative or family has paid all outstanding fees and charges, which may be deducted from entrance fee refund; and (4) a qualified new resident has signed a new Residence and Care Agreement for the Independent Living Unit. The refund shall be payable by us to the beneficiaries named in a duly executed Refund of Entrance Fee Form or, if there is no Refund of Entrance Fee Form, to the personal representative of your estate. If one of two Joint Residents dies, there will be no refund of the Entrance Fee; instead, so long as a surviving Joint Resident continues to reside at the Community, the Entrance Fee shall be deemed to have been paid entirely on behalf of the surviving Joint Resident to be used for the survivor's care if necessary.

**3.6.1.3 Termination by Us.** If we terminate the Agreement for just cause (see Section 8.2 of this Agreement), we shall pay a refund of the Entrance Fee within sixty (60) days of fulfillment of the conditions listed in Section 3.6.1 of this Agreement.

**3.7 Limitation on Amount of Refund.** The amount of the refund which we are obligated to pay you and which you are entitled to receive shall be the ninety percent (90%) of your Entrance Fee at termination minus any outstanding fees or charges unless paid separately (including without limitation any costs incurred by us at your request and set forth in writing, signed by both you and us, in a separate addendum or appendix to this Agreement). Outstanding Monthly Fees, Ancillary Services Fees, and refurbishing fees will not be automatically deducted from the refund of the Entrance Fee unless you or your representative so directs. However, if your Independent Living Unit is not re-occupied within a

reasonable period of time, in our sole discretion, by a qualified new resident with an Entrance Fee equal to or greater than your Entrance Fee, then we will so notify you or your personal representative. You or your personal representative may then direct us to re-market the Independent Living Unit for a discounted Entrance Fee, and ninety percent (90%) of the discounted Entrance Fee, when received from a qualified new resident, will constitute the amount of the refund to you. In the event you or your personal representative does not respond to our written request in 30 days of request, we may discount and remarket the independent living unit without further notice, correspondence will be by certified return receipt. If you or your personal representative disagrees with our request to discount the Independent Living Unit, we may hire a consultant to advise us on market rate for independent living unit. If you or your personal representative request a review of our marketing methods, standards and or staff, we may hire a consultant to advise us, findings of consultant's report may lead to changes in marketing procedures and or staff. Consultant fee will be shared between the parties.

#### **4 MONTHLY FEES**

**4.1 Payment.** During the Term of this Agreement, you shall pay the applicable Monthly Fee for the Independent Living Unit. As of the date of this Agreement, the applicable Monthly Fee for the Independent Living Unit is \$\_\_\_\_\_ per month. The Monthly Fee is due and payable in advance, on or before the 5th day of each month; provided, however, that the Monthly Fee for the month during which you first take occupancy of an Independent Living Unit shall be payable before occupancy and will be pro-rated from the date of occupancy.

**4.2 Joint Residents; Marriage.** Joint Residents occupying the same Independent Living Unit shall pay one Monthly Fee and one 2<sup>nd</sup> person Occupancy Fee. If Joint Residents occupy different Independent Living Units, the Joint Residents shall each pay the full Monthly Fee for their respective Independent Living Unit. This fee structure applies to Joint Residents who move to the Community together and to a Resident who moves to the Community, subsequently marries, and has his or her spouse then be accepted to the Community.

**4.3 Adjustments.** The Monthly Fee may be revised from time to time. We generally adjust fees on a semi-annual basis after having evaluated such factors as we perceive to be relevant to the costs associated with operating the Community and other financial requirements. We reserve the right at any time, upon thirty (30) days' notice to you, to adjust the Monthly Fee or issue a surcharge to reflect any additional cost or liability for which there is no adequate, budgeted reserve, including without limitation tax liability for real estate taxes relating to the Community, increased operating expenses, emergency expenses and inflation.

**4.4 Effect of Temporary Transfer.** In the event that you temporarily transfer to another Woodlands Apartment or a Continuing Care Unit or to an Off-Site Care Facility, you shall pay the Monthly Fee for your permanent Independent Living Unit in addition to the Monthly Fee for the temporary Woodlands Unit, Continuing Care Unit or accommodation at the Off-Site Care Facility, as the case may be. Payment of the Monthly Fee for your permanent Independent Living Unit assures that your Independent Living Unit will remain available to you during the time you are temporarily transferred.

We anticipate that while you continue to pay the Monthly Fee for your permanent Independent Living apartment pursuant to a temporary transfer in accordance with this subsection, we will recognize cost savings on raw food and housekeeping. Accordingly, during the time of your temporary transfer, your Monthly Fee for the permanent Independent Living Apartment shall be adjusted as follows: (1) if a



single Resident or one Joint Resident transfers, the Monthly Fee will be reduced by a single Non-Occupancy Credit; (2) if both Joint Residents transfer from a double occupancy Apartment, the Monthly Fee will be reduced by the two person Non-Occupancy Credit; (3) if both Joint Residents transfer from separate Independent Living Units, each Joint Resident's Monthly Fee shall be reduced by the respective Non-Occupancy Credit. Upon your return to the permanent Independent Living Apartment, you shall resume paying the current Monthly Fee associated with such Independent Living Apartment.

**4.5 Effect of Permanent Transfer.** For a period of thirty (30) days following the Departure Date, you shall be responsible for payment of the Monthly Fee for the vacated Woodlands Unit unless a 30-day move-out notice has been given.

**4.6.1 Effect of Termination of Agreement.** If you terminate this Agreement, or if we terminate this Agreement for good cause in accordance with Section 8.2, or if this Agreement should terminate by reason of your death, you or your estate shall be responsible for the payment of the Monthly Fee for the vacated Woodlands Unit, minus the Non-Occupancy Credit, until either (1) all the conditions for a full refund of the Entrance Fee set forth in Section 3.6 of this Agreement have been fulfilled, or (2) ninety (90) days following your Departure Date, whichever event shall occur first.

## **5 OTHER FEES OR COSTS**

**5.1 Ancillary Services Fees.** During the term of this Agreement, you shall pay fees to us for any Ancillary Services provided to you. We may from time to time revise our fee schedule for Ancillary Services which we provide and such change shall take effect upon the giving of thirty (30) days' notice of such increase to you, except that changes required by state or federal assistance programs shall be effective immediately. All Ancillary Services provided by us shall be billed to you on your monthly statement, and payment shall be due immediately upon the rendering of an invoice for such services.

**5.2 Other Services.** Other services not billed by us and any other services arranged by you shall be billed directly to you, and we shall have no responsibility for payment of or collecting payment for such services.

**5.3 Vacancy Fee.** Each time you permanently vacate a Woodlands Apartment irrespective of the length of time of occupancy, you may need to pay a Vacancy Fee to us to cover the reasonable costs of cleaning and refurbishing the Woodlands Apartment, including but not limited to cleaning or replacement of carpeting, spackling and/or painting of walls, removing any customized improvements and generally restoring the Woodlands Apartment to its original condition, or any other appropriate repairs, at our discretion, to bring the Woodlands Apartment back to a like-new condition. Refurbishments, replacement, cleaning or any other appropriate repairs that can be completed by The Woodlands staff may be charged at actual cost. If outside contractors are required, The Woodlands may solicit up to three (3) bids for such work. Apartments that have been customized, may be marketed and offered as is to prospective residents, if accepted by new resident, there may be no restoring fee to vacating resident or family.

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

## **6 FINANCIAL INABILITY TO PAY**

In the event you are unable to pay your Monthly Fee but are otherwise in compliance with this

Agreement, we may, in our sole discretion, choose to grant you financial assistance in the form of a spend down of your Entrance Fee. To ensure that our charitable intentions are equitably allocated for the benefit of as many residents as possible, we require that, in the event that you were to claim to be unable to make full payment of your Monthly Fee by reason of financial inability, you must take one or more of the following actions, as directed by the Board of Directors and owners, carried out by the Executive Director.

**6.1 Statement of Financial Inability to Pay.** If your resources and income are inadequate for you to fully make the payments required under this Agreement, you shall 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 to Pay, you shall disclose your remaining available assets and income. The Executive Director will review your financial position to determine the existence of any outside assets, which must first be spent for your care.

**6.2 Spending Plan.** If you have outside assets other than the Entrance Fee the Executive Director will direct that you spend the outside assets or other resources available to you. If you fail to cooperate with the Spending Plan, as directed by the Executive Director, we may terminate this Agreement for good cause in accordance with Section 8.2 of this Agreement.

**6.3 Spend-Down of Entrance Fee.** After you have completed the Spending Plan or if you have no outside assets other than the Entrance Fee, the Executive Director may in their sole discretion, authorize a spend down of your Entrance Fee. The Executive Director will notify you if the spend-down has been approved and will give you the effective date of such spend-down. The Executive Director shall have sole discretion to determine the total amount of the spend-down for you, depending upon your financial and health situation as well as the financial and health situation of any Joint Resident. You may be required to relocate to another apartment within the building. The difference if any, in the entrance fee may be refunded to you within 60 days after a qualified new resident has signed a new Residence and Care Agreement for the Independent Living Unit you are vacating has settled in full by paying a new Entrance Fee. Interest may be accessed on the difference between the monthly fee and spend down amount.

**6.4 Transfer.** If requested by us, you will transfer to an alternate Woodlands Apartment at the Community if and when available.

**6.5 Periodic Financial Statements.** You may be required to provide periodic statements of your financial condition and copies of your income tax returns as we may request from time to time. You will notify us of any and all asset(s) changes that may affect your ability to fulfill your obligation's to us. We may request documents from third parties regarding your financial condition such as banks or government agencies, and you agree to execute authorizations for release of the requested information.

## **7 TRANSFERS**

**7.1 Temporary and Permanent Transfers.** For the purposes of this Agreement, a temporary transfer is a transfer of an anticipated finite duration. During a temporary transfer, your permanent Independent Living Apartment shall remain available to you as long as you continue to pay the fees in accordance with Section 4.1. A permanent transfer is a transfer of indeterminate duration. During a permanent transfer, you shall be requested to release the Independent Living Apartment. After a permanent transfer, if you are able to return to the Independent Living Apartment previously occupied at the Community, you shall have the right to occupy the Independent Living Apartment subject to availability

of such Independent Living Apartment. After a permanent transfer, if your previously occupied Independent Living Apartment is not available, we shall give you priority over non-residents on the waiting list for the Community for another Woodlands Apartment; or if it is not medically appropriate for you to return to the Community and you desire admission to The Gardens as appropriate, The Gardens shall give you priority status over non-residents on the waiting lists of such facilities.

**7.2 Transfer at Your Election.** You may elect to transfer on a temporary or permanent basis to an alternate Woodlands Apartment, Continuing Care Unit or Off-Site Care Facility by giving notice to us. All transfers within the Community shall be subject to the availability of the elected alternate unit and to our approval. A permanent transfer to a Continuing Care Unit or to an Off-Site Care Facility shall not be deemed a termination of this Agreement unless you elect to terminate this Agreement pursuant to Section 8.1 of this Agreement.

**7.3 Transfer at Our Election: Non-emergency.** All decisions regarding transfers, except for emergency transfers, shall be made by a committee consisting of the Executive 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 persons also will be consulted if you request.) We attempt to interact with you or your representative with the goal of achieving a consensus although a consensus is not always achieved.

You shall not be transferred, temporarily or permanently, to a different Woodlands Apartment or Continuing Care Unit or Off-Site Care Facility unless (1) in the opinion of the Committee, such transfer is deemed appropriate for the protection of your health or safety or the welfare of the other residents or (2) in the opinion of the Committee, the transfer is deemed necessary due to financial inability to pay, or (3) in the case of a permanent transfer to an Off-Site Care 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 Independent Living Unit is occupied by Joint Residents, a remaining Joint Resident may continue to occupy the Independent 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 transfer within ten (10) days of receipt of the notice. If you or your representative do not consent to the transfer, the Committee may contact Fairfax County Social Services, Adult Protective Services. If Fairfax County Social Services, Adult Protective Services, Adult Protective Services concludes such transfer is deemed appropriate for the protection of your health or safety or the welfare of the other residents, you and or your representative does not consent to the transfer, we may consider such refusal to constitute good cause for us to terminate the Agreement in accordance with Section 8.2

If you or your representative does not consent to either the transfer or the Ancillary Services, we may consider such refusal to constitute good cause for us to terminate the Agreement in accordance with Section 8.2

**7.4 Transfer at Our Election: Emergency.** If your health and safety or the health and safety of other residents require immediate action, the Executive Director, may transfer you from your current Independent Living Apartment to a different Woodlands Apartment or Continuing Care Unit or an Off-Site Care 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 another Woodlands

apartment or Continuing Care Unit during a period that you are suffering from legal incompetency, you agree to be bound by the terms of the applicable residence and care agreement for such facility agreement in effect at the time of such transfer.

**7.5 Use of Independent Living Apartment.** In the event of a temporary transfer, whether due to your election or our election, your prior Independent Living Apartment will remain available to you as long as you continue to pay the Monthly Fee for the permanent Independent Living Apartment in accordance with Section 4.4. In the event of a permanent transfer, whether due to your election or our election, you or your representative shall sign and give to us a Unit Release form, advising us of your Departure Date. You or your representative shall then be responsible to vacate the Independent Living Apartment and to remove all personal possessions from the Independent Living Apartment. We shall have the right to show the Independent Living Apartment to interested applicants as of the date indicated in the Apartment Release Form.

If you fail to vacate the Independent Living Apartment 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 sole expense until disposition can be made. We assume no responsibility for your stored possessions.

## **8 TERMINATION**

**8.1 Termination by You.** You may terminate this Agreement at any time and for any reason by giving notice to us of your intention to terminate.

**8.2 Termination by Us.** Any decision by us 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 and limited to:

- (1) Non-payment of fees;
- (2) Evidence that you are a danger to yourself or others;
- (3) Repeated conduct by you that interferes with other residents' quiet enjoyment of the Community;
- (4) Your persistent refusal to comply with reasonable written Rules and Regulations of the Community;
- (5) 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
- (6) A material breach by you of the terms and conditions of this Agreement.

Except for termination due to non-payment of fees, we will not terminate this agreement until we have given you written notice stating the grounds for the termination and a reasonable period of time to vacate. The effective date of such termination shall be stated in the written notice. In the event of nonpayment of fees, we will give written notice to you that you are in default under this

Agreement for non-payment of fees. We may charge you interest on the overdue amount of one percent (1%) 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 Fee, in accordance with the Community's spend-down procedures as generally set forth in Section 6 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.

**8.3 Vacating the Apartment.** 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 the Apartment Release Form. You or your representative shall then be responsible to vacate the Independent Living Apartment and to remove all personal possessions from the Independent Living Apartment. We shall have the right to show the Independent Living Apartment to interested applicants as of the date indicated in the Apartment Release Form or your verbal notice.

If you fail to vacate the Independent Living Apartment by the indicated Departure Date or, in the event of a termination by us, within the required time from the notice of termination as provided in Section 8.2, 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 can be made. We assume no responsibility for your stored possessions.

## **9 RIGHTS WITHIN THE COMMUNITY**

**9.1 Community Rules and Regulations.** We shall promulgate rules and regulations from time to time governing the conduct of all residents and shall provide you with a copy of such rules and regulations. You agree to abide by all such rules and regulations, and generally to conduct yourself in such a manner as to promote the peace and harmony of the Community. You shall enjoy the fullest measure of independence consistent with the accommodation in which you live, subject, however, to the limitations of the reasonable policies and procedures now or hereafter adopted by us for the conduct and care of all residents.

**9.2 Residents' Association.** You shall have the right to participate fully in any Residents' Association which is formed by residents of the Community and to meet privately to conduct business.

**9.3 Access to Independent Living Apartment at the Community.** You acknowledge and accept our right to enter your Independent Living Apartment in order to carry out the purpose and intent of this Agreement, and you expressly authorize such entry for the following purposes: (1) performance of authorized housekeeping duties, (2) response to medical emergencies, (3) response 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, and (6) enforcement of the Community's policies and procedures. We acknowledge and hereby agree to respect your right to privacy and agree to limit uninvited entry into the Independent Living Unit at the Community to emergency situations and scheduled or authorized work as set forth in this paragraph.

**9.4 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 or 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 Independent Living Unit and, if applicable, the right to use the Garage Space. Any rights, privileges or benefits under this Agreement shall be subordinate to any mortgage or deed of trust

or leasehold interest on any of our 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. You hereby agree that you will, upon our request, execute and deliver any document that 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 government agency or to evidence the same, and appoint us as your attorney in fact to accomplish that purpose.

**9.5 Limitation of Liability.** We shall not be responsible for the loss of any personal property belonging to you due to casualty, theft or any other cause. Our liability for damage to or loss of your personal property shall be limited to damage or loss caused by negligent acts or omissions of us or of our employees acting within the scope of their employment.

**9.6 Insurance.** You shall procure and maintain at your expense sufficient renter's insurance coverage which shall include (1) damage of, loss to, or theft of Resident's personal property maintained at the community; and (2) personal liability insurance covering bodily injury, including death, personal injury and property damage to the property of The Woodlands or others arising out of an act or omission of Resident. Evidence of such insurance shall, at The Woodland's request, be provided prior to occupancy.

**9.7 Damages to our Property.** You shall reimburse us for any costs incurred or damages suffered by us as a result of your carelessness, negligence or wrongful acts or those of your guests.

**9.8 Unauthorized Transfers of Property.** The financial information submitted by you or on your behalf is a material aspect upon which we are reasonably relying in determining your qualifications for becoming a resident of the Community. Being able to meet the minimum 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 a resident who depletes his or her 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 ourselves from a situation wherein a resident divests him/herself of those assets for the purpose of qualifying for assistance or reduction of Monthly Fees, you agree not to divest yourself of, sell, or transfer any assets or property interests (excluding expenditures for your normal living expenses) that would result in a reduction in your net worth (assets less liabilities) which is below the minimum criteria to become a Community resident without having first obtained our written consent.

**9.9 Admission of Resident's Spouse.** If, after you become a resident of the Community, your spouse desires to become a resident of the Community, he or she must comply with all the same requirements as any other prospective resident then desiring to gain admission to the Community. If he or she is granted admission, you're Entrance Fee and/or your Monthly Fee may change as provided in Sections 3.2, 3.4.2, and 4.2 herein. If your spouse fails to fulfill such requirements and therefore cannot reside within the Community, you may terminate this Agreement as provided in Section 8.1 or may continue to reside within the Community without your spouse.

**9.10 Continuation of Residency.** You have a right to continue as a resident of the Community provided that you fulfill your obligations under this Agreement, including abiding by the Community's rules and regulations and making all payments required hereunder, and provided that your physical and mental health permit you to function at a level consistent with the independent-living environment of the Community. If your health deteriorates, either temporarily or permanently, such that our Committee concludes, upon consultation with you or your representative, that it is necessary for your health or

safety or for the welfare of other residents that you relinquish, either temporarily or permanently, your Independent Living Unit, or if you fail to fulfill your payment obligations hereunder, we will proceed as set forth in Sections 7.3, 7.4 and/or 8.2.

**9.11 Religious Services; No Religious Affiliation of The Woodlands or Affiliates.** We often make arrangements for religious leaders' to provide ecumenical services at the Community as one of the amenities provided to residents. However, we and our Affiliates are for-profit entities with no affiliation with any religious organization. There are no religious organizations that maintain financial control over us or our Affiliates.

## **10 MISCELLANEOUS PROVISIONS**

**10.1 Documents Incorporated by Reference.** This Agreement includes and incorporates by reference all the documents listed on Schedule A and which are indicated as being attached hereto. You acknowledge that we will rely on your statements in these documents and warrant that all statements are true and complete to the best of your knowledge.

**10.2 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.

**10.3 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.

**10.4 Entire Agreement.** This Agreement and the documents referenced in Section 10.1 represent the entire agreement between you and us and your Guarantor, if any, and supersede all prior agreements and negotiations. Except as contained herein or in any contemporaneous, written agreements, there are no promises or agreements between the parties.

**10.5 Amendment.** This Agreement shall be amended only in writing, signed by you and us.

**10.6 Disclosure Statement.** You hereby acknowledge that you received a recent disclosure statement of The Woodlands at least three (3) days before signing this Agreement or before transferring any money to us, whichever is earlier, and have reviewed such statement.

**10.7 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, to the extent provided by law you retain 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.

**10.8 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.

**10.9 Venue.** All parties to this Agreement, including The Woodlands, the Affiliates, the Resident, and Guarantor(s), if any, agree that venue for any action for the enforcement, construction, rescission, termination of, or any action arising out of this Agreement shall be in Fairfax County, Virginia. All parties agree that the filing of any action may include a request for an expedited hearing.

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

**10.11 Priority Admissions to The Gardens.** The Gardens has joined in this Agreement solely for the purposes described in this Section. The Gardens agrees to provide you with priority admission status to their respective facilities if you so choose. If you wish to become a resident of The Gardens you must execute a separate agreement with the appropriate entity.

## **11 DEFINITIONS**

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

**Adjustments:** A change in the monthly service fee for the independent living unit.

**Agreement:** This document, including all exhibits, schedules, documents incorporated by reference, supplements, amendments, or addenda, as signed by us, you and/or any Guarantor.

**Ancillary Services:** Those services made available by us and/or provided by approved providers, the cost of which is not included in the Monthly Fee, as described in Section 1. The cost for Ancillary Services may be changed from time to time by us as provided in Section 5.2 or by the outside providers.

**Application Deposit:** The portion of the Entrance Fee you pay to us at the time you submit the Admissions Application for consideration of residency or for a position on the futures or standby list.

**Assisted Living Unit:** Room accommodations in The Gardens for a resident who is unable to perform normal functions necessary to live in an Independent Living Unit, but who needs a lesser degree of medical care, personal care and service than is provided in a nursing facility.

**Community:** The retirement community in Fairfax, Virginia owned and operated by The Woodlands.

**Continuing Care Unit:** Applies generally to an Assisted Living Unit.

**Covered Services:** Those services specified in Section 1 of this Agreement made available by us for the Monthly Fee.

**Departure Date:** The date on which you or, in the event of your death, your personal representative or family, vacates the Independent Living Apartment after providing us with a signed Apartment Release Form and removing all possessions from the Independent Living Apartment. If you or your personal representative or family do not timely provide us with a signed Apartment Release Form or remove the possessions, the Departure Date shall be the date that we remove all possessions from the Independent Living Apartment and places them in a general storage area at the Community or in a commercial



storage facility, all at your expense until disposition can be made.

**Double Occupancy Fee:** The fee payable in the event that Joint Residents occupy the same Living Apartment, which fee shall be \$\_\_\_\_\_ per month.

**Entrance Fee:** The entrance fee required to be paid to us on or before the Occupancy Date, as set forth in Section 3.1 of this Agreement, as may be modified, which includes the Application Deposit, the Signing Deposit, the Move-In Deposit and, if applicable, the Garage Fee.

**Executive Director:** The Chief Executive Officer of the Community appointed as such by The Woodlands.

**Garage Fee:** The fee payable in addition to your monthly Fee in the event that you choose, subject to availability, to rent the exclusive right to use a particular garaged parking space for so long as you continue to be a Resident of the Community.

**Garage Space:** The Garage Space identified in Section 1.11 as the particular garaged parking space designated for your use under the terms of this Agreement.

**Guarantor:** Any person or persons who guarantee your obligations to pay the Monthly Fee and fees for Ancillary Services or any other fee payable by you under the terms of this Agreement.

**Independent Living Apartment:** The Independent Living Apartment identified in Section 1.2 as the Woodlands Apartment designated for your occupancy under the terms of this Agreement.

**Monthly Fee:** The current monthly rate charged for the Independent Living Apartment. Fees for Independent Living are based on the currently established rate for this service as determined by us. Adjustments to the Monthly Fee shall be made in accordance with Section 4.3.

**Move-In Deposit:** The remaining balance of the Entrance Fee paid to us when you are ready to occupy the Independent Living Apartment.

**Non-Assignable Right To Use:** as such cannot be transferred to a third party for use

**Non-Occupancy Credit:** You may receive a Non-Occupancy Credit to reduce your Monthly Fee when you or a Joint Resident is transferred temporarily. 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 B. Adjustments to and policies concerning the Non-Occupancy Credit are made by us.

**Notice:** For the purposes of this Agreement, notice shall be deemed to have been given to you when made in writing deposited in your message box or personally delivered to you at the Community, and to us when personally delivered in writing to the office of the Executive Director at the Community and to General Counsel at the corporate office located at 4320 Forest Hill Drive, Fairfax, Virginia 22030. If you have not yet taken possession of the Independent Living Unit, 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 Care Facility, notice shall be given by first-class mail, postage pre-paid, to you at such facility and shall be deemed to be effective on the third day following such mailing.

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

**Off-Site Care Facility:** A care facility not located on the campus of the Community and not owned or operated by us to which residents are transferred by us for care in the event that the level of care or special services deemed necessary or advisable for a particular resident is temporarily unavailable or is not provided at the Community, including a facility such as a hospital.

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

**Signing Deposit:** The portion of the total Entrance Fee paid to us at the time that you and we sign the Residence and Care 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 fees.

**Statement of Financial Inability to Pay:** The statement described in Section 6.1 herein prepared and filed by you on appropriate forms provided by us in the event your sources of funds are inadequate for you to make the payment required under this Agreement.

**Surcharge:** An additional fee payable by a resident or independent living unit.

**Vacancy Fee:** The fee payable by a resident who has occupied an Independent Living Apartment which covers the reasonable costs of cleaning and refurbishing the unit upon the resident's vacating the apartment. Refurbishing shall include spackling, painting, housekeeping, carpet replacement or cleaning, and removing any customized improvements to the Apartment. It is intended that the Apartment shall be restored to its condition when it was originally occupied. Determination of the extent of refurbishment shall be established by the Executive Director.

**Woodlands Unit:** Generally refers to any living unit available in the Community.

(Signatures Appear on the Following Pages)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

WITNESS:

RESIDENT:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

WITNESS:

THE WOODLANDS:  
THE WOODLANDS RETIREMENT  
COMMUNITY, LLC, a Virginia limited  
liability company

By: The Woodlands Retirement  
Community, LLC a Virginia limited liability  
company, its Managing Member

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_  
Robert Bainum, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

WITNESS:

THE GARDENS:  
VIRGINIA GARDENS, L.L.C., a Virginia  
limited liability company

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_  
Robert Bainum, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# The Woodlands Retirement Community

## Bed Bugs Policy

### **Policy:**

Woodlands Management and residents shall work together to identify, treat and control the spread of **bed bugs** in accordance with the following procedure. The Woodlands will make the initial contact with a professional, certified pest control company for a determination of infestation. The cost of treatment will be the resident's responsibility.

### **Purpose:**

To set guidelines and procedures in order to deal with bed bugs infestation.

### **Procedure:**

In the event of a bed bugs complaint, the front desk staff shall immediately contact the Director and the maintenance supervisor. Immediately upon receiving the report of potential bed bugs from the resident or staff, the Director and/or the maintenance supervisor shall visit any room reporting bed bugs.

The manager(s) shall contact the contracted pest control company to inspect the potentially affected room(s). The maintenance supervisor and the pest control company shall inspect the reported room and adjacent room(s) for signs of bed bugs, i.e.: bugs and droppings.

If bed bugs are suspected to be in a room, a pest control company will inspect the suspected area and determine if there are bed bugs. The resident(s) shall be informed that they are required to wash and dry their clothes, including the clothes they are wearing, in small loads and on high heat as soon as possible to ensure any bed bugs are killed and again when treatment is being done of the infected area. Nothing shall be removed from the apartment without the permission of a community director, so that any infected items may be removed in a manner that will not spread the infestation.

## **Bed Bugs Policy continued:**

The cost of treatment is the residents' responsibility.

Residents will follow the recommendations of management. Infected furniture and or mattresses will be covered in plastic before being removed from the infected area. Mattresses that remain in use, need to be incased in a bed bug bag: if bed bugs are found again in the same apartment you may be required to remove the mattress and or furniture from the property.

As a preventive or quick identification measure:

- The Facilities Director, Maintenance Supervisor and Housekeeping staff shall be provided information annually on bed bugs.
- The Maintenance Supervisor and Housekeeping, shall keep an accurate record of all events of bed bugs reports.
- The Woodlands staff shall be provided educational materials on pests such as bed bugs, and how to identify and report pests.

As a preventive measure the pest management contractor may perform a random inspection of at least 1/10th of residences every year.

This policy and procedure may be updated from time to time as needed. Any and all changes will be approved by administration before being implemented.

**SCHEDULE A**

**DOCUMENTS ATTACHED AS APPENDICES HERETO**

<b><u>APPENDIX</u></b>	<b><u>DOCUMENT</u></b>
1.	Admissions Application and Deposit Agreement
2.	Financial Information Form
3.	Resident Information Form (including medical records)
4.	Agreement to Customize the Woodlands Unit
5.	Refund of Entrance Fee Form
6.	Apartment Release Form

(Please print or type): Date: \_\_\_\_\_

Applicant's Name : \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse or Co-Applicant's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Marital Status: \_\_\_\_ Married, \_\_\_\_ Widowed, \_\_\_\_ Single.

Current Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Seasonal Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Seasonal Date: From \_\_\_\_\_ To \_\_\_\_\_

I/We hereby make application for admission to the retirement community owned and operated by The Woodlands Retirement Community, LLC ("The Woodlands").

I/We prefer as a living accommodation:

-----  
 One Bedroom (The Willows)

One Bedroom & Study (The Maples)

1<sup>st</sup> Choice # \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ 3<sup>rd</sup> \_\_\_\_\_

1<sup>st</sup> Choice # \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ 3<sup>rd</sup> \_\_\_\_\_  
-----

Two Bedroom (The Elms)

Two Bedroom & Study (The Oaks)

1<sup>st</sup> Choice # \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ 3<sup>rd</sup> \_\_\_\_\_

1<sup>st</sup> Choice # \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ 3<sup>rd</sup> \_\_\_\_\_

I/We are interested in a garage parking space. Space # \_\_\_\_\_

The 90% refundable deposit of \$ \_\_\_\_\_, is payable at time of settlement. There is a monthly fee of \$ \_\_\_\_\_.

I/We wish to do one of the following: (Check 1 of the 5 following boxes):

- 1<sup>st</sup> Choice Immediate Reservation: I/We understand that the first choice apartment type indicated above is available and we wish to move as soon as the apartment is ready for



occupancy and I/we have completed the application process.

- 2<sup>nd</sup> Choice Immediate Reservation:** I/We understand that the 2<sup>nd</sup> choice apartment type indicated above is available and we wish to move as soon as the apartment is ready for occupancy and I/we have completed the application process. However, if our 1<sup>st</sup> choice apartment type indicated above becomes available, I/we reserve the right of first refusal of our 1<sup>st</sup> choice.
- 3<sup>rd</sup> Choice Immediate Reservation:** I/We understand that the 3<sup>rd</sup> choice apartment type indicated above is available and we wish to move as soon as the apartment is ready for occupancy and I/we have completed the application process. However, if our 2<sup>nd</sup> or 1<sup>st</sup> choice apartment type indicated above becomes available, I/we reserve the right of first refusal.
- Futures List:** I/We wish to establish priority status with the intent of moving at a later date to an apartment, which meets, my/our preference indicated above.
- Standby List:** I/We would like to move to the next available apartment, which meets my/our preference indicated above.

I/We have read and understand the Conditions set forth on the following page.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date of Execution

**RECEIPT:**

You have made a 10% deposit in the amount of \$ \_\_\_\_\_ to reserve apartment # \_\_\_\_\_, a \_\_\_\_\_ style of apartment.

The check has been made payable to: The Woodlands Escrow

\_\_\_\_\_  
The Woodlands Representative      Date

**The Woodlands Retirement Community**  
4320 Forest Hill Drive  
Fairfax, Virginia 22030-5651  
703-667-9801

Revised 12/02/05

## Conditions of Futures Priority List

### Deposit Agreement

1. Priority on the Futures List is determined by your Application Deposit date, with earlier dates having higher priority. Paying the refundable application deposit and the processing fee will ensure that you are placed on the list you designated.
2. Prior to moving to The Woodlands, applicants must complete the admissions process.
3. Joining the Futures or Standby List does not ensure that the amount of the Entrance Fee will not change before an applicant enters the community.
4. Your \$1,000 Application Deposit, whether deposited to reserve an apartment or to join the Futures List, will be credited in full towards your Entrance Fee when you begin your move to The Woodlands.
5. All deposits will be held in escrow and will be returned to you (a) if the deposits have not been released within three years after placement in escrow (but in any event within six years after placement in escrow unless specifically approved by the State Corporation Commission) or within a longer period as deemed appropriate by the State Corporation Commission; (b) if you pass away before occupying a unit; ; ( c) upon rescission of the Residence and Care Agreement; or (d) within 30 days of your written request.
6. As you complete your move to The Woodlands, all of your deposits will remain in escrow until either (a) you occupy your apartment or (b) the apartment is available for immediate occupancy.
7. Any interest earned on deposits in escrow will be credited to The Woodlands.

## **APPLICATION INFORMATION**

### ***CHOOSING YOUR APARTMENT***

To choose your apartment at The Woodlands, please schedule an appointment with our Marketing Department.

### ***APPLYING FOR ADMISSION***

If you are ready to move to The Woodlands and the type of apartment you want is available, after you have selected your apartment, you will be asked to complete the following steps in the admissions process in a timely manner:

1. Complete the Application Form and mail it to the Marketing Office, together with a check: in the amount of \$1,000 as a fully refundable deposit to hold your apartment, check should be made payable to The Woodlands. The \$1,000 deposit will count toward your final Entrance Fee balance when due.
2. Complete the Financial Information Form and return to The Woodlands Marketing Office.
3. Call the marketing office and schedule an appointment for your Pre-Residency Health Evaluation and Interview. Please complete the Pre-Residency Health Form and bring it with you to the interview.
4. *If you are making a deposit on an apartment*, an amount equal to 10% of your overall Entrance Fee is due within 10 days of receiving your acceptance letter from the Admissions Committee. This 10% deposit is also fully refundable and will count toward your final Entrance Fee balance when due.
5. Prior to occupancy, you will schedule an appointment to settle on your apartment and pay the balance of your Entrance Fee prior to your move-in date. The Woodlands reserves the right to do a health re-screening to determine whether you still qualify for independent living.

### ***JOINING OUR FUTURES LIST***

If you have decided to come to The Woodlands, but you are not sure when you would like to move, you will want to join our Futures List. A fully refundable \$1,000 application deposit will establish your priority position for admission to The Woodlands with your priority based on the date we receive this application.

To join the Futures List:

1. Complete the application form on the facing page. Check the box marked “Futures List.” Also indicate the type of apartment you think you would prefer by checking the appropriate box. You may list your first, second and third choice.
2. Write one check for the fully refundable Application Deposit of \$1,000 payable to The Woodlands.
3. Return your application and the check to the Marketing Office.
4. Upon receiving your application and deposit, we will send you a letter confirming your priority status.

**Financial Information Form  
THE WOODLANDS RETIREMENT COMMUNITY, LLC**

All information provided is kept confidential.

Name \_\_\_\_\_

Spouse \_\_\_\_\_

Address \_\_\_\_\_ Phone Number \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**ASSETS:**

Checking Account Bank: \_\_\_\_\_ \$ \_\_\_\_\_

Address: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Checking Account Bank: \_\_\_\_\_ \$ \_\_\_\_\_

Address: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Savings Account Bank: \_\_\_\_\_ \$ \_\_\_\_\_

Address: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Certificate of Deposit Bank: \_\_\_\_\_ \$ \_\_\_\_\_

Address: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Certificate of Deposit Bank: \_\_\_\_\_ \$ \_\_\_\_\_

Address: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Real Estate \_\_\_\_\_ \$ \_\_\_\_\_

Real Estate \_\_\_\_\_ \$ \_\_\_\_\_

Other Assets: \_\_\_\_\_ \$ \_\_\_\_\_

Other Assets: \_\_\_\_\_ \$ \_\_\_\_\_

Other Assets: \_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL ASSETS: \$ \_\_\_\_\_**

**Date:** \_\_\_\_\_

**LIABILITIES**

Mortgage	_____	\$ _____
Autos	_____	\$ _____
Other	_____	\$ _____
Other	_____	\$ _____
Other	_____	\$ _____
Other	_____	\$ _____
Other	_____	\$ _____

**TOTAL LIABILITIES: \$ \_\_\_\_\_**

**(Assets minus Liabilities) TOTAL NET WORTH: \$ \_\_\_\_\_**

**Date: \_\_\_\_\_**

**SOURCES OF MONTHLY INCOME**

Social Security	<hr/>	\$ <hr/>
	<hr/>	\$ <hr/>
Pensions	<hr/>	\$ <hr/>
	<hr/>	\$ <hr/>
Annuities	<hr/>	\$ <hr/>
Investment Income	<hr/>	\$ <hr/>
	<hr/>	\$ <hr/>
	<hr/>	\$ <hr/>
	<hr/>	\$ <hr/>
Other Income	<hr/>	\$ <hr/>
 TOTAL MONTHLY INCOME		 \$ <hr/>

Who will be responsible for payment of your bills?  SELF     OTHER

If "Other", please give his or her name, address and phone number.

Name \_\_\_\_\_ Phone (    ) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

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 The Woodlands deems necessary to verify my financial position. I also understand that my approval may be revoked at any time should any of the information prove to be substantially false.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Representative of The Woodlands

\_\_\_\_\_  
Date

## **EXAMINING PHYSICIAN**

Please follow the instructions below and complete the **MEDICAL HISTORY** report.

The applicant is responsible for any professional fee for this examination.

### **INFORMATION:**

The Woodlands Retirement Community seeks residents whose medical and mental conditions do not pose high risks in the foreseeable future for extraordinary personal care or nursing services. Your appraisal will enable us to evaluate the eligibility of the applicant, considering such elements such as the following:

- Has the ability to exit the premises in an emergency;
- Has a condition that may pose a danger to self or others;
- Has a high risk of needing long term care;
- Has a condition which will affect life expectancy, and
- Has the ability to live happily in a group setting.

### **INSTRUCTIONS:**

- The medical examination on which this report is based must be within the past 3 months. Please return this Medical History report in the enclosed self-addressed stamped envelope.
- Please inform your patient that you will mail this report to The Woodlands Retirement Community.
- If you have questions, please contact us at **703-667-9801**.



## MEDICAL HISTORY REPORT

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Date of Birth: \_\_\_\_\_ Sex: \_\_\_\_\_ Marital Status: \_\_\_\_\_  
\_\_\_\_\_

**ABILITIES:** Check the activities that the applicant can perform independently:

Drive     Routine Housekeeping     Shop     Prepare Meals  
 Bathe     Dress     Administer Own Medications

---

### PHYSICAL EXAMINATION:

Tuberculin Test

The Woodlands requires a tuberculin test within the last 30 days OR a chest X-ray within the last 6 months.

Dates of Last Mantoux: \_\_\_\_\_ Results: \_\_\_\_\_

Chest X-Ray: \_\_\_\_\_ Results: \_\_\_\_\_

Free from communicable disease:     Yes     No

If no, please describe: \_\_\_\_\_

Describe any hearing and/or vision impairments along with any corrective devices:  
\_\_\_\_\_

Physical Condition: Please check the appropriate choice.

Ambulation:  Independent,     Walks w/ assistance, Explain: \_\_\_\_\_

Endurance     >50 yards     25-50 yards     <25 yards

Incontinent:     No,     Yes. If yes, is patient able to self managing?     Yes,     No

**MEDICAL HISTORY REPORT CONTINUED:**

**PAST HISTORY:** Check all that apply and attach separate sheet explaining details as necessary.

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> ulcer   | <input type="checkbox"/> mental disease | <input type="checkbox"/> glaucoma       |
| <input type="checkbox"/> asthma  | <input type="checkbox"/> hernia         | <input type="checkbox"/> arthritis      |
| <input type="checkbox"/> cancer  | <input type="checkbox"/> diabetes       | <input type="checkbox"/> kidney disease |
| <input type="checkbox"/> hypertension                                    | <input type="checkbox"/> heart disease  | <input type="checkbox"/> epilepsy       |
| <input type="checkbox"/> rheumatic fever                                 | <input type="checkbox"/> dementia       | <input type="checkbox"/> depression     |
| <input type="checkbox"/> typhoid fever                                   | <input type="checkbox"/> paralysis      | <input type="checkbox"/> tuberculosis   |
| <input type="checkbox"/> Other, including surgery, fractures, etc. _____ |   |   |
- 

**PSYCHOLOGICAL FACTORS:**

Mental Condition: Choose appropriate answer for each one.

- |                  |                                 |                                    |                                |
|------------------|---------------------------------|------------------------------------|--------------------------------|
| <b>Alert</b>     | <input type="checkbox"/> always | <input type="checkbox"/> sometimes | <input type="checkbox"/> never |
| <b>Forgetful</b> | <input type="checkbox"/> always | <input type="checkbox"/> sometimes | <input type="checkbox"/> never |
| <b>Confused</b>  | <input type="checkbox"/> always | <input type="checkbox"/> sometimes | <input type="checkbox"/> never |

Chronic Complaints of:

- Depression (explain) \_\_\_\_\_
- Anxiety (explain) \_\_\_\_\_

Is there any evidence of memory impairment, emotional problems, neurosis, or psychotic behavior which may cause problems in a group situation?

\_\_\_\_\_

Is there any evidence of alcoholism or drug abuse?

\_\_\_\_\_

**ALLERGIES, DRUG SENSITIVITIES:** \_\_\_\_\_

**PRESENT MEDICAL CONDITIONS:** \_\_\_\_\_

**MEDICAL HISTORY REPORT CONTINUED:**

**DIAGNOSIS:** and/or significant medical problems, including memory impairments, history of aggressive behavior or agitated states:

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Patient has been informed of his/her diagnosis \_\_\_ Yes, \_\_\_ No

**RECOMMENDATIONS** for care including medication regime, therapy, diet etc.

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**Please provide “yes” or “no” answers to the following questions.**

**If any questions are answered “yes” please provide complete details in the space provided below.**

	YES	NO
1. Can the individual exit a private residence in an emergency? If yes: _____	___	___
2. Does the individual have a high risk of needing long term care? If yes: _____	___	___
3. Is there evidence of mental confusion? If yes: _____	___	___
4. Is there evidence of depression, anxiety, forgetfulness or memory loss? If yes: _____	___	___
5. Has the individual had psychiatric care within the past 10 years? If yes: _____	___	___
6. Is there a history of substance abuse? If yes: _____	___	___
7. Is the individual on a restricted or special diet? If yes: _____	___	___
8. Has there been any recent significant change in weight? If yes: _____	___	___

**MEDICAL HISTORY REPORT CONTINUED:**

	Yes	No
9. Does the individual have evidence of or history of heart disease? If yes: _____	___	___
10. Is there a history of a malignancy in the past 5 years? If yes: _____	___	___
11. Do you detect any condition or disease in this individual that might impair the health or comfort of other residents? If yes: _____	___	___
12. Is there any condition or disease that would affect the ability of this individual to live happily in a group setting? If yes: _____	___	___
13. Has this individual had a recent significant change in vision or hearing that would be or could lead to assistance? If yes: _____	___	___

**MEDICAL HISTORY REPORT CONTINUED:**

**INDEPENDENT LIVING CERTIFICATION:**

Based on my examination of: \_\_\_\_\_  
Name Date

I certify this patient to be physically and mentally capable of:

\_\_\_\_\_ Independent Living in an apartment WITHOUT assistance

\_\_\_\_\_ Not appropriate for Independent Living

**Physician's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name Printed:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Please return this form to:**

**The Woodlands Retirement Community**

**Attention: Marketing Department**

**4310 Forest Hill Drive**

**Fairfax, VA 22030**

**Telephone: 703-667-9801**

**Fax: 703-667-9809**

AGREEMENT TO CUSTOMIZE THE WOODLANDS UNIT

This Agreement To Customize The Independent Living Apartment (the "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between The Woodlands Retirement Community, LLC ("we," and "our") and \_\_\_\_\_ (whether one or more, "you," and "your").

RECITALS

The Woodlands Retirement Community located in the Fairfax, Virginia area (the "Community"). You have entered into a Residence and Care Agreement ("Residence Agreement") with us to or have occupied the following independent living apartment at the Community: \_\_\_\_\_ (the "apartment"). The normal appearance and customary features of a apartment of the same type as the Apartment are listed on Exhibit A attached hereto and incorporated herewith (the "Standard Condition").

You desire to make certain changes to the Standard Condition to customize the Apartment for your use. We are willing to allow the changes or by special arrangement make the changes you desire but only upon the following terms and conditions.

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 Work. We agree to provide your design team with the plans that are required for them to customize design, engineer, and construct the features and improvements (the "Improvements") listed on Exhibit B attached hereto and incorporated herewith. The Improvements will be deemed part of the Apartment and will therefore be our property.
2. Cost of the Improvements. You agree to pay the costs associated with the Improvements (the "Improvement Costs") as listed in Exhibit B. If you do not occupy the Apartment because you terminate the Residence and Care Agreement prior to occupancy, you understand and agree that you will not be entitled to a refund of the Improvement Costs from the Community.
3. Restoration Cost: Pre-Occupancy. If you do not occupy the Apartment because you rescind the Residence and Care Agreement prior to occupancy or because you occupy a different continuing care unit than the Apartment, we may, in our sole discretion, elect to restore the Apartment to the Standard Condition or to market the Apartment with the Improvements to a new resident. If we elect to restore the Apartment to Standard Condition, you agree that you will pay to us the costs to remove the Improvements and to restore the Apartment to its Standard Condition (the "Restoration Costs") within thirty (30) days of receiving a written invoice from us for such Restoration Costs.
4. Restoration Cost: Post-Occupancy. If either you or we terminate the Residence and Care Agreement after you have occupied the Apartment or if you are permanently transferred to a different continuing care unit, we may, in our sole discretion, elect to restore the Apartment to the Standard Condition or to market the Unit with the Improvements to a new resident. If we elect to restore the Apartment to Standard Condition, you agree to pay to us the Restoration Costs within 30

days of our providing notice to you of such election to restore the Apartment.

5. Entire Agreement. This Agreement constitutes the entire agreement between you and us with respect to customizing and restoring the Apartment, and there are no oral agreements between you and us in connection therewith. This Agreement is incorporated into the Residence and Care Agreement, which remains in full force and effect. If there is any inconsistency between this Agreement and the Residence and Care Agreement, the Residence and Care Agreement shall govern. This Agreement may be amended only in writing executed by all parties.

6. Interpretation. The use of the singular shall be deemed to include the plural where such use is necessary for a reasonable interpretation of this Agreement.

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

8. 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 the Agreement had not contained the invalid or unenforceable provision.

9. Waiver. No delay on our part in exercising any of our rights under this Agreement shall operate as a waiver thereof, and no single or partial exercise of any such rights (including acceptance of late or partial payment by you) shall preclude other or further exercise thereof, or the exercise of any other rights.

10. Notices. Any notice, invoice, or payment under this Agreement to be given to a party maybe 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.

IN WITNESS WHEREOF, the parties have set forth their signatures below.

WITNESS:

RESIDENT:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Resident Signature

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Resident Signature

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

WITNESS:

THE WOODLANDS RETIREMENT  
COMMUNITY, LLC

\_\_\_\_\_  
Witness Signature

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

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

Address: 4320 Forest Hill Drive, Fairfax,  
Virginia 22030

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**90% REFUNDABLE ENTRANCE FEE REFUND FORM**

Name of Resident(s): \_\_\_\_\_  
(referenced herein as “you” and “your,” whether one or more)

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

**Preliminary Statements and Instructions**

Pursuant to the Residence and Care Agreement (the “Residence Agreement”) between you and The Woodlands Retirement Community, LLC (referenced herein as “we”, “our” or “us”), you are entitled to a 90% refund of the Entrance Fee paid to The Woodlands under the terms and conditions set forth in the Residence Agreement. You and your beneficiaries are subject to all terms and conditions for the refund of the Entrance Fee contained in the Residence Agreement and should review the Residence Agreement carefully.

The purpose and effect of this Refund of Entrance Fee Form (“Refund Form”) is to designate the beneficiary(ies) of the right to a refund of the Entrance Fee under the Residence Agreement. By signing this Refund Form, you are hereby revoking any previously executed Refund Forms.

If the Entrance Fee is being paid on behalf of Joint Residents, both Joint Residents understand that the Entrance Fee 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, and that the refund will eventually be paid to the survivor or the survivor’s beneficiary (ies).

You understand that it is your responsibility to review the terms of this Refund Form to make sure that its terms are coordinated with your current will or other trusts and estate plan. **We strongly recommend that you 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.** We reserve the right to review and approve the forms so that the right to the refund is clearly delineated for our staff.

We will make a refund of the Entrance Fee only as specified in the most recent duly executed and approved Refund Form. You may revise the refund payment terms by duly executing a new Refund Form.

Please sign one of the following forms designating the right to refund of the Entrance Fee. 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.**

If you are designating the refund to more than one beneficiary, percentages must add up to 90%. Please do not fill in cash amounts. We can only refund based upon percentages of the Entrance Fee due to the possibility of a spend-down of the Entrance Fee as provided in the Residence Agreement.

It is your responsibility, or the responsibility of your representative, if applicable, to give us the most recent addresses for all listed beneficiaries.

You hereby acknowledge that you have read the following preliminary statements and instructions, reviewed the attached options for a refund of the Entrance Fee, and that you understand the purpose and consequences of this Refund Form.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

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

Received by: The Woodlands Retirement Community, LLC

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

The Woodlands Representative

\_\_\_\_\_  
Date



**90% REFUNDABLE ENTRANCE FEE**

**REFUND FORM 2**

1. Refund During Lifetime - In the event that a refund becomes payable during your lifetime under the terms of the Residence Agreement, you hereby designate that the Entrance Fee be refunded to: **(please check one option)**

Resident \_\_\_\_\_ Beneficiaries (in the percentages designated below) \_\_\_\_\_

2. Refund Upon Death - In the event that a refund becomes payable upon your death under the terms of the Residence Agreement, you hereby designate that the Entrance Fee be refunded directly for convenience to the beneficiaries listed below, *per stirpes*, in the percentages indicated below.

3. You are making this assignment of your right to the Refund of the Entrance Fee on the following basis (please check one option):

Revocable \_\_\_\_\_ Irrevocable \_\_\_\_\_

Percentile Interest, Name & Address of Beneficiary

% _____	% _____
% _____	% _____
% _____	% _____

*Percentages must total 90%. If totals are different than 90%, The Woodlands representative will make adjustment to best reflect resident's intentions.*

4. You acknowledge that you have read and signed the Refund of Entrance Fee Form – Preliminary Statements and Instructions, dated the date hereof, which is incorporated by reference.

_____ 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 of Entrance Fee 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 Entrance Fee Form as Resident's own act.

Witness: \_\_\_\_\_(signed)  
Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Witness: \_\_\_\_\_(signed)  
Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Received by: The Woodlands Retirement Community, LLC  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
The Woodlands Representative

**Section 2.** 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.



**THE WOODLANDS**  
**APARTMENT RELEASE FORM**

Resident(s): \_\_\_\_\_ Apt.#: \_\_\_\_\_

Departure Date: \_\_\_\_\_

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

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 full 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 5.4 of the Residence and Care Agreement, I/We will be responsible for paying costs associated with refurbishing the Unit, including but not limited to painting, re-carpeting, cleaning, and restoring the Unit to its original condition or other appropriate repairs in the Community's discretion. The estimated cost for refurbishing is \_\_\_\_\_. The cost for removing any customized or structural changes or any specialized refurbishing beyond normal wear and tear for will be evaluated post-occupancy.
4. The Community will provide the refund per the terms and conditions of Section 3.6.2 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.

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.

\_\_\_\_\_  
Signature of Resident or Resident's Representative

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
The Woodlands Representative

\_\_\_\_\_  
Date

**SCHEDULE B**

**The Woodlands Ancillary Fee Schedule- 2023**

Department	Ancillary Service	Fee
Administration	Guest Suite (Housekeeping service is provided after every 3 <sup>rd</sup> night. Additional housekeeping requests are billed as indicated below.)	\$125.00 per night
	Furnished Rental Apartment, when available (Housekeeping service is provided after every 3 <sup>rd</sup> night. Additional housekeeping requests are billed as indicated below.)	\$150.00 per night
	Rollaway Bed (with linens)	\$25.00 per night
Culinary	Lunch*	See Bistro Menu
	Dinner*	\$30.00
	Regular Sunday Brunch*	\$35.00
	Holiday Brunch*	\$45.00
	Child Meal (ages 12 and under)	\$12.95
	Room Service	\$5.00 per delivery
	Food Credit** (During hospitalization, assisted living, nursing home or medical treatment facility stay.)	\$15.00 per day, beginning on the 3 <sup>rd</sup> day of absence
	Food Credit** (Voluntary absence of 14 consecutive days or more. May be used two (2) times per calendar year.)	\$16.00 per day
Environmental Services	Maintenance, non-standard	\$40.00 per hour, plus material costs
	Painting (Custom colors other than the standard white provided by The Woodlands)	\$35.00 per hour, plus material costs
	Additional Housekeeping Service	\$30.00 per hour, ½ hour minimum
	Laundry (Scheduled in advance with Housekeeping Director)	\$35.00 per load
	Housekeeping Credit** (During hospitalization, assisted living, nursing home or medical treatment facility stay)	\$20.00 per week, beginning after the 3 <sup>rd</sup> day of absence
	Housekeeping Credit** (Voluntary absence of 14 consecutive days or more. May be used two (2) times per calendar year.)	\$15.00 per week



Fitness	Personal Training	\$25.00 per ½ hour
General Services	Additional Storage Bin	\$45.00 per month
	Additional/Replacement Apartment Door Key	\$15.00
	Additional/Replacement Mailbox Key	\$10.00
	Additional/Replacement Key Fob	\$40.00
	Additional/Replacement Garage Door Opener	\$85.00
	Emergency Response Pendant	\$115.00
	Garage Parking	\$125.00 per space
Technology Assistance	Computer/Smart Phone/Tablet	\$20.00 per ½ hour, after the first 15 minutes
	Cable/Television	\$30.00 per hour
Transportation	Non-shuttle Transportation	\$4.45 per mile or \$60.00 per hour
	Driver Wait Time	\$30.00 per hour, after the first 30 minutes
	Driver Escort To/From Appointment	\$20.00
	Grocery Pick-up Service	\$10.00
	Pharmacy Pick-up Service	\$10.00
	Non-resident Transportation, when available	\$4.45 per mile
	Non-resident Driver Wait Time, when available	\$30.00 per ½ hour, after the first 30 minutes
Other Services	COVID-19 Testing and Administration	\$35.00 \$10.00 for the Test \$25.00 for Administration

\*Meal charges apply to both residents and guests for any meal beyond those included per resident for the calendar month.

\*\*Credits: Please note that the monthly service package is designed as an all-inclusive package. Credits will not be given except for those expressly indicated in the Residence and Care Agreement and restated above in this document.

July 2022

**APPENDIX A-2**

**70% RESIDENCE AND CARE AGREEMENT**

(See attached)

**THE WOODLANDS RETIREMENT COMMUNITY, LLC**

**Residence and Care Agreement**

**70% Refundable Entrance Fee**

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**SCHEDULE B - ANCILLARY FEE SCHEDULE**

## RESIDENCE AND CARE AGREEMENT

### **70% Refundable**

This Residence and Care Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ by and between The Woodlands Retirement Community, LLC, a Virginia limited liability company (referenced herein as "The Woodlands" and/or with the words "we," "us," and "our"); and \_\_\_\_\_ (referenced herein, whether one or more, as the "Resident" and/or "you" and "your"); and Virginia Gardens, LLC., a Virginia limited liability company (referenced herein as "The Gardens"); and together with The Gardens, the "Affiliates").

### RECITALS

D. We own and operate a retirement community comprised of facilities located in Fairfax County, Virginia (referenced herein as the "Community").

E. You have applied for residency in the Community and we have approved your application, subject to the terms of this Agreement.

F. The Woodlands is affiliated with The Gardens each of which owns and operates facilities located near the Community and which offer assisted living services and rehabilitation services, respectively, to seniors. Due to their affiliated relationship with The Woodlands and The Gardens subject to the terms of this Agreement, desire to offer you priority admission to their respective facilities pursuant to Section 10.11 should you so choose.

### 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:

#### **1 SERVICES**

**1.1 Generally.** We agree to furnish you meals, lodging, care and services for your life to the extent enumerated in this Agreement provided that you fulfill your obligations under this Agreement. We will provide these services at a level of care commensurate with the independent-living setting of the Community. If at any time you should require a higher level of care, either temporarily or permanently, than is available within the Community, options for obtaining such care are set forth in this Agreement. Additionally, we agree to provide a total of five (5) days of respite care at The Gardens for the duration of this agreement.

**1.2 Independent Living Apartment.** You shall have a personal, non-assignable right to reside in apartment \_\_\_\_\_ (the "Independent Living Apartment"), subject to removal only as hereafter provided and subject to Section 9.4. We shall furnish electric stove, oven, micro-wave, refrigerator/freezer icemaker, dishwasher, garbage disposal, washer and dryer, wall-to-wall carpeting, emergency pull cord system\*, storage bin and pre-wiring for telephone, internet and television service. You shall provide all other furnishings for the Independent Living Apartment. Electrical and mechanical appliances provided by you shall be U/L approved and subject to our approval. \*The emergency pull cord system is a convenience item only and there is no guarantee

that the system will function at 100% efficiency 24 hours a day. The system is subject to mechanical failure.

**1.3 Meals.** Up to two nutritionally balanced meals will be offered daily in the dining room or other designated common areas Monday through Saturday. On Sunday we offer a Sunday brunch beginning at 12:00 pm to 2:00 pm. One meal per calendar day is included in the regular Monthly Fee per person. You may purchase additional meals in 15 meal and 30 meal packages at an additional charge, which may be revised from time to time, and will be added to the Monthly Fee. Special diets may be provided, there may be an additional cost. Unused meals at the end of the month: 6 meals per person may be carried over to the next month; no more than 6 meals may be accumulated in any given month. Any meals at the end of the month that are in excess of the 6 carryover will be forfeited and are not refundable. Unless the meals were part of an additional meal package. Meals are not transferable between residents. If you exceed the meals credit for the given month, the resident meal cost will be charged to your account, the rate is listed on the Ancillary Fee Schedule B, attached to this Resident and Care Agreement.

Meal Credits: If Resident is voluntarily absent from the community for fourteen (14) days or more consecutive days, Resident may receive a monetary credit. Resident must inform The Woodlands management of the absence, and credit can only be used two (2) times per calendar year. Notice prior to Resident's absence is not necessary to receive this credit: however, Resident should notify The Woodlands management when it becomes apparent that he or she will be absent for fourteen (14) or more consecutive days. If Resident is absent from the community because Resident is in the Hospital, Assisted Living, Skilled Nursing or a medical treatment facility, Resident will receive a daily monetary credit for missed meals beginning on the third (3<sup>rd</sup>) day of their absence. The monetary credit is on the Ancillary Fee Schedule B, attached to this Resident and Care Agreement.

In cases of natural disaster residents shall provide for themselves staple items, including but not limited to, bottled water, shelf stable food products, personal care items, and medications.

Tray service may be provided in the Independent Living Unit for an additional fee.

You may invite guests to any meal, in accordance with our rules and regulations referred to in Section 9.1. Guest meal charges may be charged to your account.

**1.4 Community Facilities.** You shall have the right to use, in common with other residents of the Community, the indoor and outdoor social and recreational facilities, and other congregate and communal facilities provided from time to time by us.

**1.5 Utilities.** We shall provide the utilities reasonably required in connection with the occupancy of the Independent Living Unit (water, sewage, heating, air conditioning, electricity) except for telephone, internet and cable service, subject to availability of such services to us.

**1.6 Housekeeping, Laundry.** You shall maintain the Independent Living Unit in a clean, sanitary, and orderly condition and shall perform or furnish usual housekeeping tasks in connection therewith. We will provide limited housekeeping services every week which may consist of changing bed linens, vacuuming, dusting, and cleaning bathrooms and kitchens (exclusive of washing dishes). We may provide you with additional housekeeping services on an individual charge basis upon your request. Trash disposal, there are three (3) trash and one (1) recycling rooms on each floor, trash and recyclable's should be disposed of in the provided areas, should you need trash or recyclables



removed from your apartment on non-scheduled housekeeping day, you may request it to be done through the front desk.

If you do not maintain the Independent Living Unit in a proper manner, we, after notice to you, shall have the right to provide additional housekeeping services, and the cost of such services shall be billed to you.

Hoarding and clutter in your apartment may cause a safety and health issue to you and or others. The Woodlands approach and objective is to determine if the rooms in the apartment can be used for the intended purpose. The Woodlands may adopt a multi partner approach in monitoring and resolving such issues, specifically referring to resident's apartment and storage unit. If Resident is not cooperative in resolving hoarding or clutter issue in a timely manner of 30 days after notice, we shall have the right to take corrective action which may include but not limited to: referral to external agencies, intervention counseling, enforcement action (sorting and removal of items) and or eviction. The cost of such services may be billed to you.

Housekeeping credit: If Resident is voluntarily/involuntarily absent from the community for fourteen (14) days or more consecutive days, Resident may receive a monetary credit. Resident must inform The Woodlands management of the absence, and credit can only be used two (2) times per calendar year. Notice prior to Resident's absence is not necessary to receive this credit: however, Resident should notify The Woodlands management when it becomes apparent that he or she will be absent for fourteen (14) or more consecutive days. The monetary credit is on the Ancillary Fee Schedule B, attached to this Resident and Care Agreement.

Personal laundry and dry cleaning shall be your responsibility.

**1.7 Guests.** You shall be permitted to have guests in the Independent Living Unit subject to our Rules and Regulations referred to in Section 9.1. One guest room shall be available for reservation by residents at a reasonable rate for overnight stays by their guests. We reserve the right to make rules regarding visits and guest behavior, and may limit or terminate a visit at any time for reasons we deem appropriate.

**1.8 Security; Insurance; Storage.** We shall use reasonable care in providing security in the Community for you and your property, but we shall not be responsible for loss or damage to personal property. You shall maintain private insurance on your own property as described in Section 9.6. Subject to availability, you may obtain additional storage space for your personal property for an additional fee. We provide a daily check-in service for each apartment.

**1.9 Building and Grounds.** We shall maintain all buildings, grounds and equipment, including snow removal in inclement weather. You shall not make any alteration, addition, or improvement to the Independent Living Unit or other buildings of the Community, or construct or install any structures on the grounds of the Community without our prior written consent, which may be granted subject to any conditions we may impose at our discretion. Unless otherwise agreed in writing between you and us, you shall restore the Independent Living Unit and other buildings and grounds to which you have made any alterations to their original condition upon vacating the Independent Living Unit.

**1.10 Transportation.** We may provide campus shuttle transportation. Scheduled local transportation for special, personal and group trips may also be available provided that any

transportation required outside our customary travel area may be on an individual charge basis. We will also arrange for limousine service for you if desired at an additional cost.

**1.11 Garage Space.** A garage space may be available for a monthly charge of \$\_\_\_\_\_, and you shall have a personal, non-assignable right to use, for automobile parking purposes, that certain garage space designated as \_\_\_\_\_ (the "Garage Space"), which right shall continue for as long as you own and operate a state register and licensed vehicle. If your automobile has been unused by yourself for a period of 5 months due to non-medical or health issues The Woodlands reserves the right to cancel your garage parking space. If your vehicle is unused for a period of 5 months due to medical or health related issue you may be asked to provide a doctor's report as to when and if you are able to resume driving. Garage parking spaces are non-assignable, this includes family member(s) and or private hire staff that you may employ. If a particular Garage Space is not designated in this Section at the time this Agreement is executed, this Section shall be deemed not applicable.

**1.12 Other Ancillary Services.** We anticipate that other Ancillary Services may be available to you for an additional fee. These services may include additional storage and reserved parking.

## **2 HEALTH CARE**

**2.1 General.** We shall make health care services available to you to the extent enumerated in this Agreement so long as you carry out your obligations under this Agreement.

**2.2 Outpatient Services.** We, working in tandem with The Gardens, shall provide access to a physical therapist, speech therapist, and occupational therapist, but you shall be free to engage the services of health professionals of your choice.

Your use of any and all outpatient services provided pursuant to this Section 2.2 shall be at your sole cost and expense.

**2.3 Inpatient Services.** If you require inpatient assisted care, The Gardens provides assisted care on a 24-hour a-day basis, and agrees to provide you admission on a priority basis if you so choose. You shall be financially responsible for any such care, as hereinafter defined, or other insurance. You may employ private duty nurses and sitters at your own expense, but only after our approval and subject to our rules and regulations referred to in Section 9.1.

**2.4 Additional Services Available for Additional Fee.** If you so choose, we may arrange for other outside providers to provide labor services, supplies and, physical, speech and occupational therapy to you. You will be responsible for paying the costs and fees of the providers supplying these goods and services.

## **3 ENTRANCE FEE**

**3.1 Payment.** Prior to the Occupancy Date, you shall pay to us a total Entrance Fee of \$\_\_\_\_\_, which includes the \$\_\_\_\_\_ Application Deposit the Signing Deposit \$\_\_\_\_\_, as paid to date, and shall include the Move-In Deposit \$\_\_\_\_\_.

**3.2 Joint Residents; Marriage.** Joint Residents occupying the same Independent Living Apartment are not required to pay an additional Entrance Fee. If Joint Residents occupy separate Independent Living apartments, each Joint Resident shall pay the Entrance Fee applicable to his or her Independent Living Apartment. This fee structure applies to Joint Residents who move to the

Community together and to a Resident who moves to the Community, subsequently marries, and has his or her spouse then be accepted to the Community.

**3.3 Escrow.** We will hold in escrow the deposits you make towards the total Entrance Fee until either you occupy the Independent Living Apartment or the Independent Living Apartment is available for immediate occupancy. When either of those conditions has been fulfilled, the deposits you make towards the Entrance Fee will be released from escrow in full and will be held or used by us until the termination of this Agreement as provided in Section 8.

Entrance Fees held in escrow will be returned by the escrow agent to you only in the following circumstances: (1) the funds have not been released within three (3) years after placement in escrow (but in any event within six years after placement in escrow unless specifically approved by the State Corporation Commission) or within such longer period as determined appropriate by the State Corporation Commission in writing; (2) if you die before occupying the Independent Living Unit; or (3) upon rescission of this Agreement pursuant to its terms.

In the case of Joint Residents, the Entrance Fee shall be deemed to be a joint asset of the Joint Residents with the right of survivorship and may be used for the care of either Joint Resident.

No interest shall be paid to you on your Entrance Fee.

**3.4 Adjustments.** Your Entrance Fee may be increased only in the circumstances listed below. You shall not be entitled to a refund or decrease of the Entrance Fee due to any temporary or permanent transfer, for whatever reason, during the term of this Agreement.

**3.4.1.3. Permanent Transfer to Higher Fee Apartment.** If you transfer permanently to a new Woodlands Apartment requiring a higher Entrance Fee than that paid for the Independent Living Apartment, you shall pay to us the difference between the Entrance Fee then in effect for the new Woodlands Apartment and the Entrance Fee paid for the Independent Living Apartment.

**3.4.1.4. Spouse Accepted as New Resident in Different Apartment.** If your spouse is accepted as a new resident in the Community and is placed in a different Woodlands Apartment than that which you occupy, your spouse must pay an additional Entrance Fee if the Woodlands Apartment your spouse occupies is subject to an Entrance Fee.

**3.5 Refund Prior to Occupancy.** We will refund the Entrance Fee to you or your legal representative, as appropriate, prior to occupancy in the following circumstances:

**3.5.1.4 Recession by You.** You rescind this Agreement (1) within seven (7) days of making an initial deposit or executing this Agreement or (2) at any time prior to occupancy. You shall not be required to move into the Independent Living Unit prior to the expiration of the seven (7) day period referenced in subsection (1) herein.

**3.5.1.5 Death.** If you die before occupying the Independent Living Apartment or are otherwise precluded from occupying the Independent Living Apartment through illness, injury, or incapacity and this Agreement is automatically rescinded thereby. If one of two Joint Residents dies prior to occupancy, the remaining Resident may, but is not required to, rescind this Agreement. The surviving Joint Resident may elect to request a different Woodlands

Apartment and together with The Gardens and The Fairfax, as applicable, will handle the request on a priority basis. We will refund or charge any difference in the Entrance Fees between The Woodlands Apartment or the Continuing Care Unit, provided this election is made in writing at least thirty (30) days prior to occupancy. At present, neither The Fairfax nor The Gardens has an Entrance Fee.

**3.5.1.6 Termination by Us.** We elect to terminate the Agreement if it is determined that you are ineligible for entrance into the Community. The refund of the Entrance Fee shall be made within thirty (30) days following our providing you with notice of the termination of this Agreement.

**3.6 Refund after Occupancy.** After you have taken occupancy of the Independent Living Apartment and subject to the terms and conditions of Section 8 of this Agreement, we shall pay a refund of the Entrance Fee to you as follows:

**3.6.1.4 Termination by you during Lifetime.** If you terminate this Agreement at any time after the Occupancy Date, we shall pay you a refund of the Entrance Fee within sixty (60) days after fulfillment of all of the following conditions: (1) you have vacated, and have removed all possessions from, the Independent Living Unit; (2) a) you have signed a Unit Release Form for the Independent Living Unit or b) turned over the keys to the unit along with verbal notice of unit is released; (3) you have paid us all outstanding fees and charges, which may be deducted from entrance fee refund; and (4) a qualified, new resident has signed a new Residence and Care Agreement for the Independent Living Unit you are vacating has settled in full by paying a new Entrance Fee. We shall pay the refund of the Entrance Fee to the duly designated beneficiaries named in a Refund of Entrance Fee Form or, if there is no Refund of Entrance Fee Form, to you.

**3.6.1.5 Termination due to your Death.** If you die after the Occupancy Date, we shall pay a refund of the Entrance Fee within sixty (60) days of the fulfillment of the following conditions: (1) your personal representative or family has removed all possessions from the Independent Living Unit; (2) a) your personal representative or family has signed a unit release for the Independent Living Unit or b) turned over the keys to the unit along with verbal notice of unit is released; (3) your personal representative or family has paid all outstanding fees and charges, which may be deducted from entrance fee refund; and (4) a qualified new resident has signed a new Residence and Care Agreement for the Independent Living Unit. The refund shall be payable by us to the beneficiaries named in a duly executed Refund of Entrance Fee Form or, if there is no Refund of Entrance Fee Form, to the personal representative of your estate. If one of two Joint Residents dies, there will be no refund of the Entrance Fee; instead, so long as a surviving Joint Resident continues to reside at the Community, the Entrance Fee shall be deemed to have been paid entirely on behalf of the surviving Joint Resident to be used for the survivor's care if necessary.

**3.6.1.6 Termination by Us.** If we terminate the Agreement for just cause (see Section 8.2 of this Agreement), we shall pay a refund of the Entrance Fee within sixty (60) days of fulfillment of the conditions listed in Section 3.6.1 of this Agreement.

**3.7 Limitation on Amount of Refund.** The amount of the refund which we are obligated to pay you and which you are entitled to receive shall be the seventy percent (70%) of your Entrance Fee at termination minus any outstanding fees or charges unless paid separately (including without limitation any costs incurred by us at your request and set forth in writing, signed by both you and us, in a separate addendum or appendix to this Agreement). Outstanding Monthly Fees, Ancillary Services Fees, and refurbishing fees will not be automatically deducted from the refund of the

Entrance Fee unless you or your representative so directs. However, if your Independent Living Unit is not re-occupied within a reasonable period of time, in our sole discretion, by a qualified new resident with an Entrance Fee equal to or greater than your Entrance Fee, then we will so notify you or your personal representative. You or your personal representative may then direct us to re-market the Independent Living Unit for a discounted Entrance Fee, and seventy percent (70%) of the discounted Entrance Fee, when received from a qualified new resident, will constitute the amount of the refund to you. In the event you or your personal representative does not respond to our written request in 30 days of request, we may discount and remarket the independent living unit without further notice, correspondence will be by certified return receipt. If you or your personal representative disagrees with our request to discount the Independent Living Unit, we may hire a consultant to advise us on market rate for independent living unit. If you or your personal representative request a review of our marketing methods, standards and or staff, we may hire a consultant to advise us, findings of consultant's report may lead to changes in marketing procedures and or staff. Consultant fee will be shared between the parties.

#### **4 MONTHLY FEES**

**4.1 Payment.** During the Term of this Agreement, you shall pay the applicable Monthly Fee for the Independent Living Unit. As of the date of this Agreement, the applicable Monthly Fee for the Independent Living Unit is \$\_\_\_\_\_ per month. The Monthly Fee is due and payable in advance, on or before the 5th day of each month; provided, however, that the Monthly Fee for the month during which you first take occupancy of an Independent Living Unit shall be payable before occupancy and will be pro-rated from the date of occupancy.

**4.2 Joint Residents; Marriage.** Joint Residents occupying the same Independent Living Unit shall pay one Monthly Fee and one 2<sup>nd</sup> person Occupancy Fee. If Joint Residents occupy different Independent Living Units, the Joint Residents shall each pay the full Monthly Fee for their respective Independent Living Unit. This fee structure applies to Joint Residents who move to the Community together and to a Resident who moves to the Community, subsequently marries, and has his or her spouse then be accepted to the Community.

**4.3 Adjustments.** The Monthly Fee may be revised from time to time. We generally adjust fees on a semi-annual basis after having evaluated such factors as we perceive to be relevant to the costs associated with operating the Community and other financial requirements. We reserve the right at any time, upon thirty (30) days' notice to you, to adjust the Monthly Fee or issue a surcharge to reflect any additional cost or liability for which there is no adequate, budgeted reserve, including without limitation tax liability for real estate taxes relating to the Community, increased operating expenses, emergency expenses and inflation.

**4.4 Effect of Temporary Transfer.** In the event that you temporarily transfer to another Woodlands Apartment or a Continuing Care Unit or to an Off-Site Care Facility, you shall pay the Monthly Fee for your permanent Independent Living Unit in addition to the Monthly Fee for the temporary Woodlands Unit, Continuing Care Unit or accommodation at the Off-Site Care Facility, as the case may be. Payment of the Monthly Fee for your permanent Independent Living Unit assures that your Independent Living Unit will remain available to you during the time you are temporarily transferred.

We anticipate that while you continue to pay the Monthly Fee for your permanent Independent Living apartment pursuant to a temporary transfer in accordance with this subsection,

we will recognize cost savings on raw food and housekeeping. Accordingly, during the time of your temporary transfer, your Monthly Fee for the permanent Independent Living Apartment shall be adjusted as follows: (1) if a single Resident or one Joint Resident transfers, the Monthly Fee will be reduced by a single Non-Occupancy Credit; (2) if both Joint Residents transfer from a double occupancy Apartment, the Monthly Fee will be reduced by the two person Non-Occupancy Credit; (3) if both Joint Residents transfer from separate Independent Living Units, each Joint Resident's Monthly Fee shall be reduced by the respective Non-Occupancy Credit. Upon your return to the permanent Independent Living Apartment, you shall resume paying the current Monthly Fee associated with such Independent Living Apartment.

**4.5 Effect of Permanent Transfer.** For a period of thirty (30) days following the Departure Date, you shall be responsible for payment of the Monthly Fee for the vacated Woodlands Unit unless a 30-day move-out notice has been given.

**4.6.2 Effect of Termination of Agreement.** If you terminate this Agreement, or if we terminate this Agreement for good cause in accordance with Section 8.2, or if this Agreement should terminate by reason of your death, you or your estate shall be responsible for the payment of the Monthly Fee for the vacated Woodlands Unit, minus the Non-Occupancy Credit, until either (1) all the conditions for a full refund of the Entrance Fee set forth in Section 3.6 of this Agreement have been fulfilled, or (2) ninety (90) days following your Departure Date, whichever event shall occur first.

## **5 OTHER FEES OR COSTS**

**5.1 Ancillary Services Fees.** During the term of this Agreement, you shall pay fees to us for any Ancillary Services provided to you. We may from time to time revise our fee schedule for Ancillary Services which we provide and such change shall take effect upon the giving of thirty (30) days' notice of such increase to you, except that changes required by state or federal assistance programs shall be effective immediately. All Ancillary Services provided by us shall be billed to you on your monthly statement, and payment shall be due immediately upon the rendering of an invoice for such services.

**5.2 Other Services.** Other services not billed by us and any other services arranged by you shall be billed directly to you, and we shall have no responsibility for payment of or collecting payment for such services.

**5.3 Vacancy Fee.** Each time you permanently vacate a Woodlands Apartment irrespective of the length of time of occupancy, you may need to pay a Vacancy Fee to us to cover the reasonable costs of cleaning and refurbishing the Woodlands Apartment, including but not limited to cleaning or replacement of carpeting, spackling and/or painting of walls, removing any customized improvements and generally restoring the Woodlands Apartment to its original condition, or any other appropriate repairs, at our discretion, to bring the Woodlands Apartment back to a like-new condition. Refurbishments, replacement, cleaning or any other appropriate repairs that can be completed by The Woodlands staff may be charged at actual cost. If outside contractors are required, The Woodlands may solicit up to three (3) bids for such work. Apartments that have been customized, may be marketed and offered as is to prospective residents, if accepted by new resident, there may be no restoring fee to vacating resident or family.

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

## **6 FINANCIAL INABILITY TO PAY**

In the event you are unable to pay your Monthly Fee but are otherwise in compliance with this Agreement, we may, in our sole discretion, choose to grant you financial assistance in the form of a spend down of your Entrance Fee. 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 were to claim to be unable to make full payment of your Monthly Fee by reason of financial inability, you must take one or more of the following actions, as directed by the Board of Directors and owners, carried out by the Executive Director.

**6.1 Statement of Financial Inability to Pay.** If your resources and income are inadequate for you to fully make the payments required under this Agreement, you shall 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 to Pay, you shall disclose your remaining available assets and income. The Executive Director will review your financial position to determine the existence of any outside assets, which must first be spent for your care.

**6.2 Spending Plan.** If you have outside assets other than the Entrance Fee the Executive Director will direct that you spend the outside assets or other resources available to you. If you fail to cooperate with the Spending Plan, as directed by the Executive Director, we may terminate this Agreement for good cause in accordance with Section 8.2 of this Agreement.

**6.3 Spend-Down of Entrance Fee.** After you have completed the Spending Plan or if you have no outside assets other than the Entrance Fee, the Executive Director may in their sole discretion, authorize a spend down of your Entrance Fee. The Executive Director will notify you if the spend-down has been approved and will give you the effective date of such spend-down. The Executive Director shall have sole discretion to determine the total amount of the spend-down for you, depending upon your financial and health situation as well as the financial and health situation of any Joint Resident. You may be required to relocate to another apartment within the building. The difference if any, in the entrance fee may be refunded to you within 60 days after a qualified new resident has signed a new Residence and Care Agreement for the Independent Living Unit you are vacating has settled in full by paying a new Entrance Fee. Interest may be accessed on the difference between the monthly fee and spend down amount.

**6.4 Transfer.** If requested by us, you will transfer to an alternate Woodlands Apartment at the Community if and when available.

**6.5 Periodic Financial Statements.** You may be required to provide periodic statements of your financial condition and copies of your income tax returns as we may request from time to time. You will notify us of any and all asset(s) changes that may affect your ability to fulfill your obligation's to us. We may request documents from third parties regarding your financial condition such as banks or government agencies, and you agree to execute authorizations for release of the requested information.

## **7 TRANSFERS**

**7.1 Temporary and Permanent Transfers.** For the purposes of this Agreement, a temporary transfer is a transfer of an anticipated finite duration. During a temporary transfer, your permanent Independent Living Apartment shall remain available to you as long as you continue to pay the fees

in accordance with Section 4.1. A permanent transfer is a transfer of indeterminate duration. During a permanent transfer, you shall be requested to release the Independent Living Apartment. After a permanent transfer, if you are able to return to the Independent Living Apartment previously occupied at the Community, you shall have the right to occupy the Independent Living Apartment subject to availability of such Independent Living Apartment. After a permanent transfer, if your previously occupied Independent Living Apartment is not available, we shall give you priority over non-residents on the waiting list for the Community for another Woodlands Apartment; or if it is not medically appropriate for you to return to the Community and you desire admission to either The Gardens as appropriate, The Gardens shall give you priority status over non-residents on the waiting lists of such facilities.

**7.2 Transfer at Your Election.** You may elect to transfer on a temporary or permanent basis to an alternate Woodlands Apartment, Continuing Care Unit or Off-Site Care Facility by giving notice to us. All transfers within the Community shall be subject to the availability of the elected alternate unit and to our approval. A permanent transfer to a Continuing Care Unit or to an Off-Site Care Facility shall not be deemed a termination of this Agreement unless you elect to terminate this Agreement pursuant to Section 8.1 of this Agreement.

**7.3 Transfer at Our Election: Non-emergency.** All decisions regarding transfers, except for emergency transfers, shall be made by a committee consisting of the Executive 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 persons also will be consulted if you request.) We attempt to interact with you or your representative with the goal of achieving a consensus although a consensus is not always achieved.

You shall not be transferred, temporarily or permanently, to a different Woodlands Apartment or Continuing Care Unit or Off-Site Care Facility unless (1) in the opinion of the Committee, such transfer is deemed appropriate for the protection of your health or safety or the welfare of the other residents or (2) in the opinion of the Committee, the transfer is deemed necessary due to financial inability to pay, or (3) in the case of a permanent transfer to an Off-Site Care 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 Independent Living Unit is occupied by Joint Residents, a remaining Joint Resident may continue to occupy the Independent 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 transfer within ten (10) days of receipt of the notice. If you or your representative do not consent to the transfer, the Committee may contact Fairfax County Social Services, Adult Protective Services. If Fairfax County Social Services, Adult Protective Services, Adult Protective Services concludes such transfer is deemed appropriate for the protection of your health or safety or the welfare of the other residents, you and or your representative does not consent to the transfer, we may consider such refusal to constitute good cause for us to terminate the Agreement in accordance with Section 8.2

If you or your representative does not consent to either the transfer or the Ancillary Services, we may consider such refusal to constitute good cause for us to terminate the Agreement in accordance with Section 8.2



**7.4 Transfer at Our Election: Emergency.** If your health and safety or the health and safety of other residents require immediate action, the Executive Director, may transfer you from your current Independent Living Apartment to a different Woodlands Apartment or Continuing Care Unit or an Off-Site Care 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 another Woodlands apartment or Continuing Care Unit during a period that you are suffering from legal incompetency, you agree to be bound by the terms of the applicable residence and care agreement for such facility agreement in effect at the time of such transfer.

**7.5 Use of Independent Living Apartment.** In the event of a temporary transfer, whether due to your election or our election, your prior Independent Living Apartment will remain available to you as long as you continue to pay the Monthly Fee for the permanent Independent Living Apartment in accordance with Section 4.4. In the event of a permanent transfer, whether due to your election or our election, you or your representative shall sign and give to us a Unit Release form, advising us of your Departure Date. You or your representative shall then be responsible to vacate the Independent Living Apartment and to remove all personal possessions from the Independent Living Apartment. We shall have the right to show the Independent Living Apartment to interested applicants as of the date indicated in the Apartment Release Form.

If you fail to vacate the Independent Living Apartment 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 sole expense until disposition can be made. We assume no responsibility for your stored possessions.

## **8 TERMINATION**

**8.1 Termination by You.** You may terminate this Agreement at any time and for any reason by giving notice to us of your intention to terminate.

**8.2 Termination by Us.** Any decision by us 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 and limited to:

- (1) Non-payment of fees;
- (2) Evidence that you are a danger to yourself or others;
- (3) Repeated conduct by you that interferes with other residents' quiet enjoyment of the Community;
- (4) Your persistent refusal to comply with reasonable written Rules and Regulations of the Community;
- (5) 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

(6) A material breach by you of the terms and conditions of this Agreement.

Except for termination due to non-payment of fees, we will not terminate this agreement until we have given you written notice stating the grounds for the termination and a reasonable period of time to vacate. The effective date of such termination shall be stated in the written notice. In the event of nonpayment of fees, we will give written notice to you that you are in default under this Agreement for non-payment of fees. We may charge you interest on the overdue amount of one percent (1%) 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 Fee, in accordance with the Community's spend-down procedures as generally set forth in Section 6 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.

**8.3 Vacating the Apartment.** 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 the Apartment Release Form. You or your representative shall then be responsible to vacate the Independent Living Apartment and to remove all personal possessions from the Independent Living Apartment. We shall have the right to show the Independent Living Apartment to interested applicants as of the date indicated in the Apartment Release Form or your verbal notice.

If you fail to vacate the Independent Living Apartment by the indicated Departure Date or, in the event of a termination by us, within the required time from the notice of termination as provided in Section 8.2, 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 can be made. We assume no responsibility for your stored possessions.

## **9 RIGHTS WITHIN THE COMMUNITY**

**9.1 Community Rules and Regulations.** We shall promulgate rules and regulations from time to time governing the conduct of all residents and shall provide you with a copy of such rules and regulations. You agree to abide by all such rules and regulations, and generally to conduct yourself in such a manner as to promote the peace and harmony of the Community. You shall enjoy the fullest measure of independence consistent with the accommodation in which you live, subject, however, to the limitations of the reasonable policies and procedures now or hereafter adopted by us for the conduct and care of all residents.

**9.2 Residents' Association.** You shall have the right to participate fully in any Residents' Association which is formed by residents of the Community and to meet privately to conduct business.

**9.3 Access to Independent Living Apartment at the Community.** You acknowledge and accept our right to enter your Independent Living Apartment in order to carry out the purpose and intent of this Agreement, and you expressly authorize such entry for the following purposes: (1) performance of authorized housekeeping duties, (2) response to medical emergencies, (3) response 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, and (6) enforcement of the Community's policies and procedures. We acknowledge and hereby agree to respect your right to

privacy and agree to limit uninvited entry into the Independent Living Unit at the Community to emergency situations and scheduled or authorized work as set forth in this paragraph.

**9.4 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 or 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 Independent Living Unit and, if applicable, the right to use the Garage Space. Any rights, privileges or benefits under this Agreement shall be subordinate to any mortgage or deed of trust or leasehold interest on any of our 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. You hereby agree that you will, upon our request, execute and deliver any document that 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 government agency or to evidence the same, and appoint us as your attorney in fact to accomplish that purpose.

**9.5 Limitation of Liability.** We shall not be responsible for the loss of any personal property belonging to you due to casualty, theft or any other cause. Our liability for damage to or loss of your personal property shall be limited to damage or loss caused by negligent acts or omissions of us or of our employees acting within the scope of their employment.

**9.6 Insurance.** You shall procure and maintain at your expense sufficient renter's insurance coverage which shall include (1) damage of, loss to, or theft of Resident's personal property maintained at the community; and (2) personal liability insurance covering bodily injury, including death, personal injury and property damage to the property of The Woodlands or others arising out of an act or omission of Resident. Evidence of such insurance shall, at The Woodland's request, be provided prior to occupancy.

**9.7 Damages to our Property.** You shall reimburse us for any costs incurred or damages suffered by us as a result of your carelessness, negligence or wrongful acts or those of your guests.

**9.8 Unauthorized Transfers of Property.** The financial information submitted by you or on your behalf is a material aspect upon which we are reasonably relying in determining your qualifications for becoming a resident of the Community. Being able to meet the minimum 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 a resident who depletes his or her 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 ourselves from a situation wherein a resident divests him/herself of those assets for the purpose of qualifying for assistance or reduction of Monthly Fees, you agree not to divest yourself of, sell, or transfer any assets or property interests (excluding expenditures for your normal living expenses) that would result in a reduction in your net worth (assets less liabilities) which is below the minimum criteria to become a Community resident without having first obtained our written consent.

**9.9 Admission of Resident's Spouse.** If, after you become a resident of the Community, your spouse desires to become a resident of the Community, he or she must comply with all the same requirements as any other prospective resident then desiring to gain admission to the Community. If he or she is granted admission, you're Entrance Fee and/or your Monthly Fee may change as

provided in Sections 3.2, 3.4.2, and 4.2 herein. If your spouse fails to fulfill such requirements and therefore cannot reside within the Community, you may terminate this Agreement as provided in Section 8.1 or may continue to reside within the Community without your spouse.

**9.10 Continuation of Residency.** You have a right to continue as a resident of the Community provided that you fulfill your obligations under this Agreement, including abiding by the Community's rules and regulations and making all payments required hereunder, and provided that your physical and mental health permit you to function at a level consistent with the independent-living environment of the Community. If your health deteriorates, either temporarily or permanently, such that our Committee concludes, upon consultation with you or your representative, that it is necessary for your health or safety or for the welfare of other residents that you relinquish, either temporarily or permanently, your Independent Living Unit, or if you fail to fulfill your payment obligations hereunder, we will proceed as set forth in Sections 7.3, 7.4 and/or 8.2.

**9.11 Religious Services; No Religious Affiliation of The Woodlands or Affiliates.** We often make arrangements for religious leaders' to provide ecumenical services at the Community as one of the amenities provided to residents. However, we and our Affiliates are for-profit entities with no affiliation with any religious organization. There are no religious organizations that maintain financial control over us or our Affiliates.

## **10 MISCELLANEOUS PROVISIONS**

**10.1 Documents Incorporated by Reference.** This Agreement includes and incorporates by reference all the documents listed on Schedule A and which are indicated as being attached hereto. You acknowledge that we will rely on your statements in these documents and warrant that all statements are true and complete to the best of your knowledge.

**10.2 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.

**10.3 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.

**10.4 Entire Agreement.** This Agreement and the documents referenced in Section 10.1 represent the entire agreement between you and us and your Guarantor, if any, and supersede all prior agreements and negotiations. Except as contained herein or in any contemporaneous, written agreements, there are no promises or agreements between the parties.

**10.5 Amendment.** This Agreement shall be amended only in writing, signed by you and us.

**10.6 Disclosure Statement.** You hereby acknowledge that you received a recent disclosure statement of The Woodlands at least three (3) days before signing this Agreement or before transferring any money to us, whichever is earlier, and have reviewed such statement.

**10.7 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, to the extent provided by law you retain 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.

**10.8 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.

**10.9 Venue.** All parties to this Agreement, including The Woodlands, the Affiliates, the Resident, and Guarantor(s), if any, agree that venue for any action for the enforcement, construction, rescission, termination of, or any action arising out of this Agreement shall be in Fairfax County, Virginia. All parties agree that the filing of any action may include a request for an expedited hearing.

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

**10.11 Priority Admissions to The Gardens.** The Gardens has joined in this Agreement solely for the purposes described in this Section. The Gardens agrees to provide you with priority admission status to their respective facilities if you so choose. If you wish to become a resident of The Gardens you must execute a separate agreement with the appropriate entity.

## **11 DEFINITIONS**

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

**Adjustments:** A change in the monthly service fee for the independent living unit.

**Agreement:** This document, including all exhibits, schedules, documents incorporated by reference, supplements, amendments, or addenda, as signed by us, you and/or any Guarantor.

**Ancillary Services:** Those services made available by us and/or provided by approved providers, the cost of which is not included in the Monthly Fee, as described in Section 1. The cost for Ancillary Services may be changed from time to time by us as provided in Section 5.2 or by the outside providers.

**Application Deposit:** The portion of the Entrance Fee you pay to us at the time you submit the Admissions Application for consideration of residency or for a position on the futures or standby list.

**Assisted Living Unit:** Room accommodations in The Gardens for a resident who is unable to

perform normal functions necessary to live in an Independent Living Unit, but who needs a lesser degree of medical care, personal care and service than is provided in a nursing facility.

**Community:** The retirement community in Fairfax, Virginia owned and operated by The Woodlands.

**Continuing Care Unit:** Applies generally to an Assisted Living Unit.

**Covered Services:** Those services specified in Section 1 of this Agreement made available by us for the Monthly Fee.

**Departure Date:** The date on which you or, in the event of your death, your personal representative or family, vacates the Independent Living Apartment after providing us with a signed Apartment Release Form and removing all possessions from the Independent Living Apartment. If you or your personal representative or family do not timely provide us with a signed Apartment Release Form or remove the possessions, the Departure Date shall be the date that we remove all possessions from the Independent Living Apartment and places them in a general storage area at the Community or in a commercial storage facility, all at your expense until disposition can be made.

**Double Occupancy Fee:** The fee payable in the event that Joint Residents occupy the same Living Apartment, which fee shall be \$\_\_\_\_\_ per month.

**Entrance Fee:** The entrance fee required to be paid to us on or before the Occupancy Date, as set forth in Section 3.1 of this Agreement, as may be modified, which includes the Application Deposit, the Signing Deposit, the Move-In Deposit and, if applicable, the Garage Fee.

**Executive Director:** The Chief Executive Officer of the Community appointed as such by The Woodlands.

**Garage Fee:** The fee payable in addition to your monthly Fee in the event that you choose, subject to availability, to rent the exclusive right to use a particular garaged parking space for so long as you continue to be a Resident of the Community.

**Garage Space:** The Garage Space identified in Section 1.11 as the particular garaged parking space designated for your use under the terms of this Agreement.

**Guarantor:** Any person or persons who guarantee your obligations to pay the Monthly Fee and fees for Ancillary Services or any other fee payable by you under the terms of this Agreement.

**Independent Living Apartment:** The Independent Living Apartment identified in Section 1.2 as the Woodlands Apartment designated for your occupancy under the terms of this Agreement.

**Monthly Fee:** The current monthly rate charged for the Independent Living Apartment. Fees for Independent Living are based on the currently established rate for this service as determined by us. Adjustments to the Monthly Fee shall be made in accordance with Section 4.3.

**Move-In Deposit:** The remaining balance of the Entrance Fee paid to us when you are ready to occupy the Independent Living Apartment.

**Non-Assignable Right To Use:** as such cannot be transferred to a third party for use

**Non-Occupancy Credit:** You may receive a Non-Occupancy Credit to reduce your Monthly Fee when you or a Joint Resident is transferred temporarily. 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 B. Adjustments to and policies concerning the Non-Occupancy Credit are made by us.

**Notice:** For the purposes of this Agreement, notice shall be deemed to have been given to you when made in writing deposited in your message box or personally delivered to you at the Community, and to us when personally delivered in writing to the office of the Executive Director at the Community and to General Counsel at the corporate office located at 4320 Forest Hill Drive, Fairfax, Virginia 22030. If you have not yet taken possession of the Independent Living Unit, 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 Care Facility, notice shall be given by first-class mail, postage pre-paid, to you at such facility and shall be deemed to be effective on the third day following such mailing.

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

**Off-Site Care Facility:** A care facility not located on the campus of the Community and not owned or operated by us to which residents are transferred by us for care in the event that the level of care or special services deemed necessary or advisable for a particular resident is temporarily unavailable or is not provided at the Community, including a facility such as a hospital.

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

**Signing Deposit:** The portion of the total Entrance Fee paid to us at the time that you and we sign the Residence and Care 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 fees.

**Statement of Financial Inability to Pay:** The statement described in Section 6.1 herein prepared and filed by you on appropriate forms provided by us in the event your sources of funds are inadequate for you to make the payment required under this Agreement.

**Surcharge:** An additional fee payable by a resident or independent living unit.

**Vacancy Fee:** The fee payable by a resident who has occupied an Independent Living Apartment which covers the reasonable costs of cleaning and refurbishing the unit upon the resident's vacating the apartment. Refurbishing shall include spackling, painting, housekeeping, carpet replacement or cleaning, and removing any customized improvements to the Apartment. It is intended that the Apartment shall be restored to its condition when it was originally occupied. Determination of the extent of refurbishment shall be established by the Executive Director.

**Woodlands Unit:** Generally refers to any living unit available in the Community.

(Signatures Appear on the Following Pages)



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

WITNESS:

RESIDENT:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

WITNESS:

THE WOODLANDS:  
THE WOODLANDS RETIREMENT  
COMMUNITY, LLC, a Virginia limited  
liability company

By: The Woodlands Retirement  
Community, LLC a Virginia limited liability  
company, its Managing Member

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_  
Robert Bainum, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

WITNESS:

THE GARDENS:  
VIRGINIA GARDENS, L.L.C., a Virginia  
limited liability company

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_  
Robert Bainum, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# The Woodlands Retirement Community

## Bed Bugs Policy

### **Policy:**

Woodlands Management and residents shall work together to identify, treat and control the spread of **bed bugs** in accordance with the following procedure. The Woodlands will make the initial contact with a professional, certified pest control company for a determination of infestation. The cost of treatment will be the resident's responsibility.

### **Purpose:**

To set guidelines and procedures in order to deal with bed bugs infestation.

### **Procedure:**

In the event of a bed bugs complaint, the front desk staff shall immediately contact the Director and the maintenance supervisor. Immediately upon receiving the report of potential bed bugs from the resident or staff, the Director and/or the maintenance supervisor shall visit any room reporting bed bugs.

The manager(s) shall contact the contracted pest control company to inspect the potentially affected room(s). The maintenance supervisor and the pest control company shall inspect the reported room and adjacent room(s) for signs of bed bugs, i.e.: bugs and droppings.

If bed bugs are suspected to be in a room, a pest control company will inspect the suspected area and determine if there are bed bugs. The resident(s) shall be informed that they are required to wash and dry their clothes, including the clothes they are wearing, in small loads and on high heat as soon as possible to ensure any bed bugs are killed and again when treatment is being done of the infected area. Nothing shall be removed from the apartment without the permission of a community director, so that any infected items may be removed in a manner that will not spread the infestation.

## **Bed Bugs Policy continued:**

The cost of treatment is the residents' responsibility.

Residents will follow the recommendations of management.

Infected furniture and or mattresses will be covered in plastic before being removed from the infected area. Mattresses that remain in use, need to be incased in a bed bug bag: if bed bugs are found again in the same apartment you may be required to remove the mattress and or furniture from the property.

As a preventive or quick identification measure:

- The Facilities Director, Maintenance Supervisor and Housekeeping staff shall be provided information annually on bed bugs.
- The Maintenance Supervisor and Housekeeping, shall keep an accurate record of all events of bed bugs reports.
- The Woodlands staff shall be provided educational materials on pests such as bed bugs, and how to identify and report pests.

As a preventive measure the pest management contractor may perform a random inspection of at least 1/10th of residences every year.

This policy and procedure may be updated from time to time as needed.  
Any and all changes will be approved by administration before being implemented.

**SCHEDULE A**

**DOCUMENTS ATTACHED AS APPENDICES HERETO**

<b><u>APPENDIX</u></b>	<b><u>DOCUMENT</u></b>
1.	Admissions Application and Deposit Agreement
2.	Financial Information Form
3.	Resident Information Form (including medical records)
4.	Agreement to Customize the Woodlands Unit
5.	Refund of Entrance Fee Form
6.	Apartment Release Form

(Please print or type): Date: \_\_\_\_\_

Applicant's Name : \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse or Co-Applicant's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Marital Status: \_\_\_\_ Married, \_\_\_\_ Widowed, \_\_\_\_ Single.

Current Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Seasonal Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Seasonal Date: From \_\_\_\_\_ To \_\_\_\_\_

I/We hereby make application for admission to the retirement community owned and operated by The Woodlands Retirement Community, LLC ("The Woodlands").

I/We prefer as a living accommodation:

-----

One Bedroom (The Willows)

One Bedroom & Study (The Maples)

1<sup>st</sup> Choice # \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ 3<sup>rd</sup> \_\_\_\_\_

1<sup>st</sup> Choice # \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ 3<sup>rd</sup> \_\_\_\_\_

-----

Two Bedroom (The Elms)

Two Bedroom & Study (The Oaks)

1<sup>st</sup> Choice # \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ 3<sup>rd</sup> \_\_\_\_\_

1<sup>st</sup> Choice # \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ 3<sup>rd</sup> \_\_\_\_\_

I/We are interested in a garage parking space. Space # \_\_\_\_\_

The 70% refundable deposit of \$ \_\_\_\_\_, is payable at time of settlement. There is a monthly fee of \$ \_\_\_\_\_.

I/We wish to do one of the following: (Check 1 of the 5 following boxes):

- 1<sup>st</sup> Choice Immediate Reservation: I/We understand that the first choice apartment type indicated above is available and we wish to move as soon as the apartment is ready for

occupancy and I/we have completed the application process.

- 2<sup>nd</sup> Choice Immediate Reservation:** I/We understand that the 2<sup>nd</sup> choice apartment type indicated above is available and we wish to move as soon as the apartment is ready for occupancy and I/we have completed the application process. However, if our 1<sup>st</sup> choice apartment type indicated above becomes available, I/we reserve the right of first refusal of our 1<sup>st</sup> choice.
- 3<sup>rd</sup> Choice Immediate Reservation:** I/We understand that the 3<sup>rd</sup> choice apartment type indicated above is available and we wish to move as soon as the apartment is ready for occupancy and I/we have completed the application process. However, if our 2<sup>nd</sup> or 1<sup>st</sup> choice apartment type indicated above becomes available, I/we reserve the right of first refusal.
- Futures List:** I/We wish to establish priority status with the intent of moving at a later date to an apartment, which meets, my/our preference indicated above.
- Standby List:** I/We would like to move to the next available apartment, which meets my/our preference indicated above.

I/We have read and understand the Conditions set forth on the following page.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date of Execution

**RECEIPT:**

You have made a 10% deposit in the amount of \$\_\_\_\_\_ to reserve apartment #\_\_\_\_\_, a \_\_\_\_\_ style of apartment.

The check has been made payable to: The Woodlands Escrow

\_\_\_\_\_

The Woodlands Representative      Date

**The Woodlands Retirement Community**

4320 Forest Hill Drive  
Fairfax, Virginia 22030-5651  
703-667-9801

Revised 12/02/05

## **Conditions of Futures Priority List**

### Deposit Agreement

2. Priority on the Futures List is determined by your Application Deposit date, with earlier dates having higher priority. Paying the refundable application deposit and the processing fee will ensure that you are placed on the list you designated.
3. Prior to moving to The Woodlands, applicants must complete the admissions process.
4. Joining the Futures or Standby List does not ensure that the amount of the Entrance Fee will not change before an applicant enters the community.
5. Your \$1,000 Application Deposit, whether deposited to reserve an apartment or to join the Futures List, will be credited in full towards your Entrance Fee when you begin your move to The Woodlands.
6. All deposits will be held in escrow and will be returned to you (a) if the deposits have not been released within three years after placement in escrow (but in any event within six years after placement in escrow unless specifically approved by the State Corporation Commission) or within a longer period as deemed appropriate by the State Corporation Commission; (b) if you pass away before occupying a unit; ; ( c) upon rescission of the Residence and Care Agreement; or (d) within 30 days of your written request.
7. As you complete your move to The Woodlands, all of your deposits will remain in escrow until either (a) you occupy your apartment or (b) the apartment is available for immediate occupancy.
8. Any interest earned on deposits in escrow will be credited to The Woodlands.



## **APPLICATION INFORMATION**

### ***CHOOSING YOUR APARTMENT***

To choose your apartment at The Woodlands, please schedule an appointment with our Marketing Department.

### ***APPLYING FOR ADMISSION***

If you are ready to move to The Woodlands and the type of apartment you want is available, after you have selected your apartment, you will be asked to complete the following steps in the admissions process in a timely manner:

1. Complete the Application Form and mail it to the Marketing Office, together with a check: in the amount of \$1,000 as a fully refundable deposit to hold your apartment, check should be made payable to The Woodlands. The \$1,000 deposit will count toward your final Entrance Fee balance when due.
2. Complete the Financial Information Form and return to The Woodlands Marketing Office.
3. Call the marketing office and schedule an appointment for your Pre-Residency Health Evaluation and Interview. Please complete the Pre-Residency Health Form and bring it with you to the interview.
- ~~4.~~ *If you are making a deposit on an apartment*, an amount equal to 10% of your overall Entrance Fee is due within 10 days of receiving your acceptance letter from the Admissions Committee. This 10% deposit is also fully refundable and will count toward your final Entrance Fee balance when due.
5. Prior to occupancy, you will schedule an appointment to settle on your apartment and pay the balance of your Entrance Fee prior to your move-in date. The Woodlands reserves the right to do a health re-screening to determine whether you still qualify for independent living.

### ***JOINING OUR FUTURES LIST***

If you have decided to come to The Woodlands, but you are not sure when you would like to move, you will want to join our Futures List. A fully refundable \$1,000 application deposit will establish your priority position for admission to The Woodlands with your priority based on the date we receive this application.

To join the Futures List:

1. Complete the application form on the facing page. Check the box marked “Futures List.” Also indicate the type of apartment you think you would prefer by checking the appropriate box. You may list your first, second and third choice.
4. Write one check for the fully refundable Application Deposit of \$1,000 payable to The Woodlands.
5. Return your application and the check to the Marketing Office.
4. Upon receiving your application and deposit, we will send you a letter confirming your priority status.

**Financial Information Form  
THE WOODLANDS RETIREMENT COMMUNITY, LLC**

All information provided is kept confidential.

Name \_\_\_\_\_

Spouse \_\_\_\_\_

Address \_\_\_\_\_ Phone Number \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**ASSETS:**

Checking Account Bank: \_\_\_\_\_ \$ \_\_\_\_\_

Address: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Checking Account Bank: \_\_\_\_\_ \$ \_\_\_\_\_

Address: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Savings Account Bank: \_\_\_\_\_ \$ \_\_\_\_\_

Address: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Certificate of Deposit Bank: \_\_\_\_\_ \$ \_\_\_\_\_

Address: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Certificate of Deposit Bank: \_\_\_\_\_ \$ \_\_\_\_\_

Address: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Real Estate \_\_\_\_\_ \$ \_\_\_\_\_

Real Estate \_\_\_\_\_ \$ \_\_\_\_\_

Other Assets: \_\_\_\_\_ \$ \_\_\_\_\_

Other Assets: \_\_\_\_\_ \$ \_\_\_\_\_

Other Assets: \_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL ASSETS: \$ \_\_\_\_\_**

**Date:** \_\_\_\_\_

**LIABILITIES**

Mortgage	_____	\$ _____
Autos	_____	\$ _____
Other	_____	\$ _____
Other	_____	\$ _____
Other	_____	\$ _____
Other	_____	\$ _____
Other	_____	\$ _____

TOTAL LIABILITIES: \$ \_\_\_\_\_

(Assets minus Liabilities) TOTAL NET WORTH: \$ \_\_\_\_\_

**Date:** \_\_\_\_\_

**SOURCES OF MONTHLY INCOME**

Social Security	_____	\$ _____
	_____	\$ _____
Pensions	_____	\$ _____
	_____	\$ _____
Annuities	_____	\$ _____
Investment Income	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
Other Income	_____	\$ _____
 TOTAL MONTHLY INCOME		 \$ _____

Who will be responsible for payment of your bills?  SELF     OTHER

If "Other", please give his or her name, address and phone number.

Name \_\_\_\_\_ Phone (    ) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

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 The Woodlands deems necessary to verify my financial position. I also understand that my approval may be revoked at any time should any of the information prove to be substantially false.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Representative of The Woodlands

\_\_\_\_\_  
Date

## **EXAMINING PHYSICIAN**

Please follow the instructions below and complete the **MEDICAL HISTORY** report.

The applicant is responsible for any professional fee for this examination.

### **INFORMATION:**

The Woodlands Retirement Community seeks residents whose medical and mental conditions do not pose high risks in the foreseeable future for extraordinary personal care or nursing services. Your appraisal will enable us to evaluate the eligibility of the applicant, considering such elements such as the following:

- Has the ability to exit the premises in an emergency;
- Has a condition that may pose a danger to self or others;
- Has a high risk of needing long term care;
- Has a condition which will affect life expectancy, and
- Has the ability to live happily in a group setting.

### **INSTRUCTIONS:**

- The medical examination on which this report is based must be within the past 3 months. Please return this Medical History report in the enclosed self-addressed stamped envelope.
- Please inform your patient that you will mail this report to The Woodlands Retirement Community.
- If you have questions, please contact us at **703-667-9801**.

## MEDICAL HISTORY REPORT

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Date of Birth: \_\_\_\_\_ Sex: \_\_\_\_\_ Marital Status: \_\_\_\_\_  
\_\_\_\_\_

**ABILITIES:** Check the activities that the applicant can perform independently:

Drive     Routine Housekeeping     Shop     Prepare Meals  
 Bathe     Dress     Administer Own Medications

### PHYSICAL EXAMINATION:

Tuberculin Test

The Woodlands requires a tuberculin test within the last 30 days OR a chest X-ray within the last 6 months.

Dates of Last Mantoux: \_\_\_\_\_ Results: \_\_\_\_\_

Chest X-Ray: \_\_\_\_\_ Results: \_\_\_\_\_

Free from communicable disease:     Yes     No

If no, please describe: \_\_\_\_\_

Describe any hearing and/or vision impairments along with any corrective devices:  
\_\_\_\_\_

Physical Condition: Please check the appropriate choice.

Ambulation:  Independent,     Walks w/ assistance, Explain: \_\_\_\_\_

Endurance     >50 yards     25-50 yards     <25 yards

Incontinent:     No,     Yes. If yes, is patient able to self managing?     Yes,     No

**MEDICAL HISTORY REPORT CONTINUED:**

**PAST HISTORY:** Check all that apply and attach separate sheet explaining details as necessary.

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> ulcer   | <input type="checkbox"/> mental disease | <input type="checkbox"/> glaucoma       |
| <input type="checkbox"/> asthma  | <input type="checkbox"/> hernia         | <input type="checkbox"/> arthritis      |
| <input type="checkbox"/> cancer  | <input type="checkbox"/> diabetes       | <input type="checkbox"/> kidney disease |
| <input type="checkbox"/> hypertension                                    | <input type="checkbox"/> heart disease  | <input type="checkbox"/> epilepsy       |
| <input type="checkbox"/> rheumatic fever                                 | <input type="checkbox"/> dementia       | <input type="checkbox"/> depression     |
| <input type="checkbox"/> typhoid fever                                   | <input type="checkbox"/> paralysis      | <input type="checkbox"/> tuberculosis   |
| <input type="checkbox"/> Other, including surgery, fractures, etc. _____ |   |   |
- 

**PSYCHOLOGICAL FACTORS:**

Mental Condition: Choose appropriate answer for each one.

- |                  |                                 |                                    |                                |
|------------------|---------------------------------|------------------------------------|--------------------------------|
| <b>Alert</b>     | <input type="checkbox"/> always | <input type="checkbox"/> sometimes | <input type="checkbox"/> never |
| <b>Forgetful</b> | <input type="checkbox"/> always | <input type="checkbox"/> sometimes | <input type="checkbox"/> never |
| <b>Confused</b>  | <input type="checkbox"/> always | <input type="checkbox"/> sometimes | <input type="checkbox"/> never |

Chronic Complaints of:

- Depression (explain) \_\_\_\_\_
- Anxiety (explain) \_\_\_\_\_

Is there any evidence of memory impairment, emotional problems, neurosis, or psychotic behavior which may cause problems in a group situation?

\_\_\_\_\_

Is there any evidence of alcoholism or drug abuse?

\_\_\_\_\_

**ALLERGIES, DRUG SENSITIVITIES:** \_\_\_\_\_

**PRESENT MEDICAL CONDITIONS:** \_\_\_\_\_



**MEDICAL HISTORY REPORT CONTINUED:**

**DIAGNOSIS:** and/or significant medical problems, including memory impairments, history of aggressive behavior or agitated states:

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Patient has been informed of his/her diagnosis \_\_\_ Yes, \_\_\_ No

**RECOMMENDATIONS** for care including medication regime, therapy, diet etc.

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**Please provide “yes” or “no” answers to the following questions.**

**If any questions are answered “yes” please provide complete details in the space provided below.**

	YES	NO
1. Can the individual exit a private residence in an emergency? If yes: _____	___	___
2. Does the individual have a high risk of needing long term care? If yes: _____	___	___
3. Is there evidence of mental confusion? If yes: _____	___	___
4. Is there evidence of depression, anxiety, forgetfulness or memory loss? If yes: _____	___	___
5. Has the individual had psychiatric care within the past 10 years? If yes: _____	___	___
6. Is there a history of substance abuse? If yes: _____	___	___
7. Is the individual on a restricted or special diet? If yes: _____	___	___
8. Has there been any recent significant change in weight? If yes: _____	___	___

**MEDICAL HISTORY REPORT CONTINUED:**

	Yes	No
9. Does the individual have evidence of or history of heart disease? If yes: _____	___	___
10. Is there a history of a malignancy in the past 5 years? If yes: _____	___	___
11. Do you detect any condition or disease in this individual that might impair the health or comfort of other residents? If yes: _____	___	___
12. Is there any condition or disease that would affect the ability of this individual to live happily in a group setting? If yes: _____	___	___
13. Has this individual had a recent significant change in vision or hearing that would be or could lead to assistance? If yes: _____	___	___

**MEDICAL HISTORY REPORT CONTINUED:**

**INDEPENDENT LIVING CERTIFICATION:**

Based on my examination of: \_\_\_\_\_  
Name Date

I certify this patient to be physically and mentally capable of:

\_\_\_\_\_ Independent Living in an apartment WITHOUT assistance

\_\_\_\_\_ Not appropriate for Independent Living

**Physician's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name Printed:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Please return this form to:**

**The Woodlands Retirement Community**

**Attention: Marketing Department**

**4310 Forest Hill Drive**

**Fairfax, VA 22030**

**Telephone: 703-667-9801**

**Fax: 703-667-9809**

AGREEMENT TO CUSTOMIZE THE WOODLANDS UNIT

This Agreement To Customize The Independent Living Apartment (the "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between The Woodlands Retirement Community, LLC ("we," and "our") and \_\_\_\_\_ (whether one or more, "you," and "your").

RECITALS

The Woodlands Retirement Community located in the Fairfax, Virginia area (the "Community"). You have entered into a Residence and Care Agreement ("Residence Agreement") with us to or have occupied the following independent living apartment at the Community: \_\_\_\_\_ (the "apartment"). The normal appearance and customary features of a apartment of the same type as the Apartment are listed on Exhibit A attached hereto and incorporated herewith (the "Standard Condition").

You desire to make certain changes to the Standard Condition to customize the Apartment for your use. We are willing to allow the changes or by special arrangement make the changes you desire but only upon the following terms and conditions.

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 Work. We agree to provide your design team with the plans that are required for them to customize design, engineer, and construct the features and improvements (the "Improvements") listed on Exhibit B attached hereto and incorporated herewith. The Improvements will be deemed part of the Apartment and will therefore be our property.
2. Cost of the Improvements. You agree to pay the costs associated with the Improvements (the "Improvement Costs") as listed in Exhibit B. If you do not occupy the Apartment because you terminate the Residence and Care Agreement prior to occupancy, you understand and agree that you will not be entitled to a refund of the Improvement Costs from the Community.
3. Restoration Cost: Pre-Occupancy. If you do not occupy the Apartment because you rescind the Residence and Care Agreement prior to occupancy or because you occupy a different continuing care unit than the Apartment, we may, in our sole discretion, elect to restore the Apartment to the Standard Condition or to market the Apartment with the Improvements to a new resident. If we elect to restore the Apartment to Standard Condition, you agree that you will pay to us the costs to remove the Improvements and to restore the Apartment to its Standard Condition (the "Restoration Costs") within thirty (30) days of receiving a written invoice from us for such Restoration Costs.
4. Restoration Cost: Post-Occupancy. If either you or we terminate the Residence and Care Agreement after you have occupied the Apartment or if you are permanently transferred to a different continuing care unit, we may, in our sole discretion, elect to restore the Apartment to the Standard Condition or to market the Unit with the Improvements to a new resident. If we elect to restore the Apartment to Standard Condition, you agree to pay to us the Restoration Costs within 30

days of our providing notice to you of such election to restore the Apartment.

5. Entire Agreement. This Agreement constitutes the entire agreement between you and us with respect to customizing and restoring the Apartment, and there are no oral agreements between you and us in connection therewith. This Agreement is incorporated into the Residence and Care Agreement, which remains in full force and effect. If there is any inconsistency between this Agreement and the Residence and Care Agreement, the Residence and Care Agreement shall govern. This Agreement may be amended only in writing executed by all parties.

6. Interpretation. The use of the singular shall be deemed to include the plural where such use is necessary for a reasonable interpretation of this Agreement.

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

8. 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 the Agreement had not contained the invalid or unenforceable provision.

9. Waiver. No delay on our part in exercising any of our rights under this Agreement shall operate as a waiver thereof, and no single or partial exercise of any such rights (including acceptance of late or partial payment by you) shall preclude other or further exercise thereof, or the exercise of any other rights.

10. Notices. Any notice, invoice, or payment under this Agreement to be given to a party maybe 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.

IN WITNESS WHEREOF, the parties have set forth their signatures below.

WITNESS:

RESIDENT:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Resident Signature

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Resident Signature

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

WITNESS:

THE WOODLANDS RETIREMENT  
COMMUNITY, LLC

\_\_\_\_\_  
Witness Signature

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

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

Address: 4320 Forest Hill Drive, Fairfax,  
Virginia 22030

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**70% REFUNDABLE ENTRANCE FEE REFUND FORM**

Name of Resident(s): \_\_\_\_\_  
(referenced herein as "you" and "your," whether one or more)

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

**Preliminary Statements and Instructions**

Pursuant to the Residence and Care Agreement (the "Residence Agreement") between you and The Woodlands Retirement Community, LLC (referenced herein as "we", "our" or "us"), you are entitled to a 70% refund of the Entrance Fee paid to The Woodlands under the terms and conditions set forth in the Residence Agreement. You and your beneficiaries are subject to all terms and conditions for the refund of the Entrance Fee contained in the Residence Agreement and should review the Residence Agreement carefully.

The purpose and effect of this Refund of Entrance Fee Form ("Refund Form") is to designate the beneficiary(ies) of the right to a refund of the Entrance Fee under the Residence Agreement. By signing this Refund Form, you are hereby revoking any previously executed Refund Forms.

If the Entrance Fee is being paid on behalf of Joint Residents, both Joint Residents understand that the Entrance Fee 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, and that the refund will eventually be paid to the survivor or the survivor's beneficiary (ies).

You understand that it is your responsibility to review the terms of this Refund Form to make sure that its terms are coordinated with your current will or other trusts and estate plan. **We strongly recommend that you 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.** We reserve the right to review and approve the forms so that the right to the refund is clearly delineated for our staff.

We will make a refund of the Entrance Fee only as specified in the most recent duly executed and approved Refund Form. You may revise the refund payment terms by duly executing a new Refund Form.

Please sign one of the following forms designating the right to refund of the Entrance Fee. 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.**

If you are designating the refund to more than one beneficiary, percentages must add up to 70%. Please do not fill in cash amounts. We can only refund based upon percentages of the Entrance Fee due to the possibility of a spend-down of the Entrance Fee as provided in the Residence Agreement.

It is your responsibility, or the responsibility of your representative, if applicable, to give us the most recent addresses for all listed beneficiaries.

You hereby acknowledge that you have read the following preliminary statements and instructions, reviewed the attached options for a refund of the Entrance Fee, and that you understand the purpose and consequences of this Refund Form.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

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

Received by: The Woodlands Retirement Community, LLC

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

The Woodlands Representative

\_\_\_\_\_

Date





**70% REFUNDABLE ENTRANCE FEE REFUND FORM**

**REFUND FORM 2**

9. Refund During Lifetime - In the event that a refund becomes payable during your lifetime under the terms of the Residence Agreement, you hereby designate that the Entrance Fee be refunded to: **(please check one option)**

Resident \_\_\_\_\_ Beneficiaries (in the percentages designated below) \_\_\_\_\_

2. Refund Upon Death - In the event that a refund becomes payable upon your death under the terms of the Residence Agreement, you hereby designate that the Entrance Fee be refunded directly for convenience to the beneficiaries listed below, *per stirpes*, in the percentages indicated below.

3. You are making this assignment of your right to the Refund of the Entrance Fee on the following basis (please check one option):

Revocable \_\_\_\_\_ Irrevocable \_\_\_\_\_

Percentile Interest, Name & Address of Beneficiary

% _____	% _____
% _____	% _____
% _____	% _____

*Percentages must total 70%. If totals are different than 70%, The Woodlands representative will make adjustment to best reflect resident's indentions.*

4. You acknowledge that you have read and signed the Refund of Entrance Fee Form – Preliminary Statements and Instructions, dated the date hereof, which is incorporated by reference.

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

Witness: \_\_\_\_\_(signed)  
Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Witness: \_\_\_\_\_(signed)  
Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Received by: The Woodlands Retirement Community, LLC  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
The Woodlands Representative

**Section 3.** 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.



**THE WOODLANDS  
APARTMENT RELEASE FORM**

Resident(s): \_\_\_\_\_ Apt.#: \_\_\_\_\_

Departure Date: \_\_\_\_\_

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

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 full 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 5.4 of the Residence and Care Agreement, I/We will be responsible for paying costs associated with refurbishing the Unit, including but not limited to painting, re-carpeting, cleaning, and restoring the Unit to its original condition or other appropriate repairs in the Community's discretion. The estimated cost for refurbishing is \_\_\_\_\_. The cost for removing any customized or structural changes or any specialized refurbishing beyond normal wear and tear for will be evaluated post-occupancy.
4. The Community will provide the refund per the terms and conditions of Section 3.6.2 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.

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.

\_\_\_\_\_  
Signature of Resident or Resident's Representative

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
The Woodlands Representative

\_\_\_\_\_  
Date

**SCHEDULE B**

**The Woodlands Ancillary Fee Schedule 2023**

Department	Ancillary Service	Fee
Administration	Guest Suite (Housekeeping service is provided after every 3 <sup>rd</sup> night. Additional housekeeping requests are billed as indicated below.)	\$125.00 per night
	Furnished Rental Apartment, when available (Housekeeping service is provided after every 3 <sup>rd</sup> night. Additional housekeeping requests are billed as indicated below.)	\$150.00 per night
	Rollaway Bed (with linens)	\$25.00 per night
Culinary	Lunch*	See Bistro Menu
	Dinner*	\$30.00
	Regular Sunday Brunch*	\$35.00
	Holiday Brunch*	\$45.00
	Child Meal (ages 12 and under)	\$12.95
	Room Service	\$5.00 per delivery
	Food Credit** (During hospitalization, assisted living, nursing home or medical treatment facility stay.)	\$15.00 per day, beginning on the 3 <sup>rd</sup> day of absence
	Food Credit** (Voluntary absence of 14 consecutive days or more. May be used two (2) times per calendar year.)	\$16.00 per day
Environmental Services	Maintenance, non-standard	\$40.00 per hour, plus material costs
	Painting (Custom colors other than the standard white provided by The Woodlands)	\$35.00 per hour, plus material costs
	Additional Housekeeping Service	\$30.00 per hour, ½ hour minimum
	Laundry (Scheduled in advance with Housekeeping Director)	\$35.00 per load
	Housekeeping Credit** (During hospitalization, assisted living, nursing home or medical treatment facility stay)	\$20.00 per week, beginning after the 3 <sup>rd</sup> day of absence
	Housekeeping Credit** (Voluntary absence of 14 consecutive days or more. May be used two (2) times per calendar year.)	\$15.00 per week

Fitness	Personal Training	\$25.00 per ½ hour
General Services	Additional Storage Bin	\$45.00 per month
	Additional/Replacement Apartment Door Key	\$15.00
	Additional/Replacement Mailbox Key	\$10.00
	Additional/Replacement Key Fob	\$40.00
	Additional/Replacement Garage Door Opener	\$85.00
	Emergency Response Pendant	\$115.00
	Garage Parking	\$125.00 per space
Technology Assistance	Computer/Smart Phone/Tablet	\$20.00 per ½ hour, after the first 15 minutes
	Cable/Television	\$30.00 per hour
Transportation	Non-shuttle Transportation	\$4.45 per mile or \$60.00 per hour
	Driver Wait Time	\$30.00 per hour, after the first 30 minutes
	Driver Escort To/From Appointment	\$20.00
	Grocery Pick-up Service	\$10.00
	Pharmacy Pick-up Service	\$10.00
	Non-resident Transportation, when available	\$4.45 per mile
	Non-resident Driver Wait Time, when available	\$30.00 per ½ hour, after the first 30 minutes
Other Services	COVID-19 Testing and Administration	\$35.00 \$10.00 for the Test \$25.00 for Administration

\*Meal charges apply to both residents and guests for any meal beyond those included per resident for the calendar month.

\*\*Credits: Please note that the monthly service package is designed as an all-inclusive package. Credits will not be given except for those expressly indicated in the Residence and Care Agreement and restated above in this document.

July 2022

**APPENDIX B**

**EXECUTIVE BIOGRAPHY**

(See attached pages for a biography of Robert E. Bainum)



## **ROBERT E. BAINUM**

4416 Forest Hill Drive  
Fairfax, Virginia 22030  
703-278-1001

### **EXPERIENCE**

#### **Managing Member of Virginia Gardens, L.L.C. - 2001 to Present**

Completed construction of the facility owned by Virginia Gardens, L.L.C. and operating as Virginia Gardens at Fair Oaks, a 97-unit assisted living facility at a cost of \$13 million dollars. The facility obtained 90% occupancy within nine months. It has showed a profit since the ninth month. Experts in the elderly housing/care field feel that Virginia Gardens is one of the premier assisted living facilities in the Washington D.C. metropolitan area because of its deluxe building and excellent care.

#### **Chairman of the Board & Principal Owner of Wildwood Healthcare Incorporated - 1988 - 1990**

Wildwood Healthcare is a 240-bed Nursing Center located in Wildwood, Florida, which has received a superior rating from the State of Florida for its excellent care notwithstanding that 85% of its residents are Medicaid patients. Mr. Bainum was one of the principal owners of this home for twelve years until the late 1990's, when the facility was sold to a non-profit organization. Wildwood is still operating.

#### **Owner of High Springs Care Center - 1990 to 2004**

High Springs Care Center is owned by High Springs Care Center, Inc. of which Mr. Bainum is President. Built in 1990, the facility is a 60-bed assisted living facility and has consistently shown a profit. It is considered one of the best facilities for good care and quality of life in the High Springs, Florida area for care.

#### **Health Care Administrator - 1959 to Present**

1965 - In cooperation with Stewart Bainum and other family members, helped form Manor Care, Inc. Currently, Manor Care, Inc. has 170 nursing homes and several hospitals throughout the nation. Approximately 45% of Manor Care stock is presently owned by the Bainum extended family.

1964 - Built largest nursing home at the time in the State of Virginia, Fairfax Nursing Center, in Fairfax, Virginia. CEO and Administrator of facility until November 2020.

1963 - Built and operated another modern 150-bed nursing home, Hyattsville Nursing Home, Hyattsville, Maryland.

1962 - Traveled to Sweden together with an architect to study how the elderly are housed and cared for there.

1959 - Built and operated Wheaton Nursing Home, Wheaton, Maryland, one of the first modern nursing homes on East Coast. Wheaton Nursing Home won national recognition as a model nursing home, and many nursing homes in the United States have been patterned after it.

### **Developer - 1950-59**

1950-59 - Developer of three large subdivisions of lots in Montgomery County, Maryland and in West Virginia.

### **ACHIEVEMENTS**

Vice-President of Maryland Nursing Home Association conventions

Speaker for home builder's conventions

Instructor for seminars on conserving energy in health facilities

Consultant for State of Oregon regarding building and operating nursing homes

Consultant for various other companies on building and operating nursing homes

Distinguished Service Award from Columbia Union College, Lincoln, Nebraska

Honorary Doctorate in Philosophy from Columbia Union College

CEO and Administrator of Fairfax Nursing Center since 1964

Served in marketing, development and acquisitions capacity at Manor Care, Inc., 1964-1969

### **AWARDS**

#### **Fairfax Nursing Center**

Virginia Health Care Association Patient Living Award - 1979

Community Appearance Award - Institutional Maintenance - 1979

AHCA "E" Award, 1977-1983

Community Involvement Award for Best Newsletter Content - 1980

### **AUTHOR**

*Make Money By Buying Real Estate for Delinquent Taxes - 1977*

*A Guide for Nursing Homes - Getting Approved for Medicare - 1966*

*Thinking of Building a Nursing Home - 1963*

### **EDUCATION**

B.S. Business Administration, Columbia Union College, 1950

Graduate Work, Business Administration and Real Estate, 1951

**APPENDIX C**

**ENTRANCE FEE SCHEDULE**

**2023 90% REFUNDABLE ENTRANCE FEE**

<b><u>The Willows (One Bedroom)</u></b>	<b><u>Square Footage</u></b>	<b><u>Entrance Fee</u></b>
		<i>Starting at:</i>
I (1 Bath)	700	ADU
II (1 Bath)	777	ADU
III (1 Bath)	932	\$372,000
IV (1 Bath)	887	\$346,000

<b><u>The Maples (One Bedroom/Study)</u></b>	<b><u>Square Footage</u></b>	<b><u>Entrance Fee</u></b>
		<i>Starting at:</i>
II (1 Bath)	947	\$384,000
III (1 ½ Bath)	1,251	\$500,000
IV (1 Bath)	980	\$397,000
V (1 ½ Bath)	1020	\$410,000

<b><u>The Elms (Two Bedroom)</u></b>	<b><u>Square Footage</u></b>	<b><u>Entrance Fee</u></b>
		<i>Starting at:</i>
I (1 Bath)	874	\$360,000
II (2 Bath)	1,240	\$510,000
III (2 Bath)	1,451	\$580,000
IV (2 Bath)	1462	\$595,000

<b><u>The Oaks (Two Bedroom/Study)</u></b>	<b><u>Square Footage</u></b>	<b><u>Entrance Fee</u></b>
		<i>Starting at:</i>
I (2 Bath)	1,434	\$574,000
II (2 Bath)	1,500	\$630,000
III (2 Bath)	1,573	\$640,000
IV (2 Bath)	1687	\$685,000
V (2 ½ Bath)	1894	\$765,000

**MONTHLY FEE INCLUDES:** Utilities, with the exception of telephone, internet and cable, choice of one meal per day (lunch or dinner), weekly housekeeping, which includes bed-making on cleaning day, interior/exterior repairs and maintenance, local transportation, all aquatic and land based fitness classes, indoor pool and fitness room, emergency medical response and motion safety check, night attendant, storage until and 5 free respite days at The Gardens at Fair Oaks Assisted Living(this is for the life time of the contract).

**APPENDIX D**

**2023 MONTHLY FEE SCHEDULE**

<b><u>Type of Unit</u></b>	<b><u>Monthly Fee</u></b>
	<i>Starting at:</i>
The Willows	\$5031
The Maples	\$5895
The Elms	\$5579
The Oaks	\$7190

**APPENDIX E**

**The Woodlands Ancillary Fee Schedule 2023**

Department	Ancillary Service	Fee
Administration	Guest Suite (Housekeeping service is provided after every 3 <sup>rd</sup> night. Additional housekeeping requests are billed as indicated below.)	\$125.00 per night
	Furnished Rental Apartment, when available (Housekeeping service is provided after every 3 <sup>rd</sup> night. Additional housekeeping requests are billed as indicated below.)	\$150.00 per night
	Rollaway Bed (with linens)	\$25.00 per night
Culinary	Lunch*	See Bistro Menu
	Dinner*	\$30.00
	Regular Sunday Brunch*	\$35.00
	Holiday Brunch*	\$45.00
	Child Meal (ages 12 and under)	\$12.95
	Room Service	\$5.00 per delivery
	Food Credit** (During hospitalization, assisted living, nursing home or medical treatment facility stay.)	\$15.00 per day, beginning on the 3 <sup>rd</sup> day of absence
	Food Credit** (Voluntary absence of 14 consecutive days or more. May be used two (2) times per calendar year.)	\$16.00 per day
Environmental Services	Maintenance, non-standard	\$40.00 per hour, plus material costs
	Painting (Custom colors other than the standard white provided by The Woodlands)	\$35.00 per hour, plus material costs
	Additional Housekeeping Service	\$30.00 per hour, ½ hour minimum
	Laundry (Scheduled in advance with Housekeeping Director)	\$35.00 per load
	Housekeeping Credit** (During hospitalization, assisted living, nursing home or medical treatment facility stay)	\$20.00 per week, beginning after the 3 <sup>rd</sup> day of absence
	Housekeeping Credit** (Voluntary absence of 14 consecutive days or more. May be used two (2) times per calendar year.)	\$15.00 per week

Fitness	Personal Training	\$25.00 per ½ hour
General Services	Additional Storage Bin	\$45.00 per month
	Additional/Replacement Apartment Door Key	\$15.00
	Additional/Replacement Mailbox Key	\$10.00
	Additional/Replacement Key Fob	\$40.00
	Additional/Replacement Garage Door Opener	\$85.00
	Emergency Response Pendant	\$115.00
	Garage Parking	\$125.00 per space
Technology Assistance	Computer/Smart Phone/Tablet	\$20.00 per ½ hour, after the first 15 minutes
	Cable/Television	\$30.00 per hour
Transportation	Non-shuttle Transportation	\$4.45 per mile or \$60.00 per hour
	Driver Wait Time	\$30.00 per hour, after the first 30 minutes
	Driver Escort To/From Appointment	\$20.00
	Grocery Pick-up Service	\$10.00
	Pharmacy Pick-up Service	\$10.00
	Non-resident Transportation, when available	\$4.45 per mile
	Non-resident Driver Wait Time, when available	\$30.00 per ½ hour, after the first 30 minutes
Other Services	COVID-19 Testing and Administration	\$35.00 \$10.00 for the Test \$25.00 for Administration

\*Meal charges apply to both residents and guests for any meal beyond those included per resident for the calendar month.

\*\*Credits: Please note that the monthly service package is designed as an all-inclusive package. Credits will not be given except for those expressly indicated in the Residence and Care Agreement and restated above in this document.

July 2022

**APPENDIX F**  
**AUDITED FINANCIAL STATEMENTS**

**THE WOODLANDS  
RETIREMENT COMMUNITY, LLC  
FAIRFAX, VIRGINIA**

**FINANCIAL STATEMENTS  
AS OF  
DECEMBER 31, 2021 and 2020**



FOOTE and LLOYD  
CERTIFIED PUBLIC ACCOUNTANTS  
BATTLE CREEK, MICHIGAN  
THE WOODLANDS RETIREMENT COMMUNITY, LLC

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# Foote and Lloyd

CERTIFIED PUBLIC ACCOUNTANTS  
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CHARLES W. FOOTE

\*DONALD L. LLOYD

\*\* GLEN C. SAUER

MEMBERS:  
AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS  
-----  
MICHIGAN ASSOCIATION OF  
CERTIFIED PUBLIC ACCOUNTANTS  
-----  
\*FLORIDA INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS  
-----  
\*\*CERTIFIED SPECIALIST  
IN ESTATE PLANNING

## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
The Woodlands Retirement Community, LLC  
Fairfax, Virginia

We have audited the accompanying financial statements of The Woodlands Retirement Community, LLC, which comprise the balance sheet as of December 31, 2021 and 2020, and the related statements of income, changes in members' equity, and cash flows for the year then ended, and the related notes to the financial statements.

### Management's Responsibility 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; this includes 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.

### Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## Opinion

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

## Other Matters

### *Supplementary Information*

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying supplementary information shown on pages 12 and 13 is presented for purposes of additional analysis and is not a required part of the financial statements.

The accompanying supplementary information shown on pages 12 and 13 is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. Such information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the accompanying supplementary information shown on pages 12 and 13 is fairly stated, in all material respects, in relation to the financial statements as a whole.

*Foote and Lloyd*

CERTIFIED PUBLIC ACCOUNTANTS

Battle Creek, Michigan  
April 27, 2022

**THE WOODLANDS RETIREMENT COMMUNITY, L.L.C.**  
**BALANCE SHEET**  
**FOR THE YEAR ENDED DECEMBER 31, 2021 and 2020**

	2021	2020
<b>ASSETS</b>		
<b>CURRENT ASSETS</b>		
Cash & Cash Equivalents	359,528	679,279
Accounts Receivable	531,023	460,253
Accounts Receivable - Related Parties	274,504	23,606
Prepaid Expense	<u>117,492</u>	<u>49,950</u>
<b>Total Current Assets</b>	<b>1,282,547</b>	<b>1,213,088</b>
<b>PROPERTY &amp; EQUIPMENT</b>		
Land	3,324,050	3,300,577
Building	40,374,672	40,217,403
Equipment	3,326,916	3,049,033
Goodwill	42,947	27,957
Construction in Progress	64,992	-
Less: Accumulated Depreciation	<u>(17,150,818)</u>	<u>(16,114,045)</u>
<b>Net Property &amp; Equipment</b>	<b>29,982,759</b>	<b>30,480,925</b>
<b>INVESTMENT PROPERTY</b>		
	-	-
<b>TOTAL ASSETS</b>	<b><u>31,265,306</u></b>	<b><u>31,694,013</u></b>
<b>LIABILITIES &amp; MEMBERS EQUITY</b>		
<b>CURRENT LIABILITIES</b>		
Accounts Payable	126,195	22,880
Accrued Compensation and Taxes	424,441	303,501
Accrued Interest	61,892	38,719
Deferred Income	531,983	453,133
Deposits	164,127	91,000
Accounts Payable - Related Parties	-	212,437
Notes Payable	<u>500,000</u>	<u>1,050,000</u>
<b>Total Current Liabilities</b>	<b>1,808,638</b>	<b>2,171,670</b>
<b>LONG TERM DEBT</b>		
Line of Credit - Diamond Bank - Net of Loan Costs	<u>5,033,367</u>	<u>1,178,405</u>
<b>Long Term Debt, Less Current Maturities</b>	<b>5,033,367</b>	<b>1,178,405</b>
Deferred Revenue From Advance Fees (Net of Amortization)	<u>18,263,004</u>	<u>23,017,814</u>
<b>Total Liabilities</b>	<b>25,105,009</b>	<b>26,367,889</b>
<b>MEMBERS EQUITY (DEFICIT)</b>		
Contributions (Net)	5,837,493	6,078,080
Cumulative Net Income (Loss)	<u>322,804</u>	<u>(751,956)</u>
<b>Total Members Equity (Deficit)</b>	<b>6,160,297</b>	<b>5,326,124</b>
<b>TOTAL LIABILITIES &amp; MEMBERS EQUITY</b>	<b><u>31,265,306</u></b>	<b><u>31,694,013</u></b>

See Accompanying Notes and Accountant's Report.

**THE WOODLANDS RETIREMENT COMMUNITY, L.L.C.  
STATEMENT OF INCOME & EXPENSES  
FOR THE YEAR ENDED DECEMBER 31, 2021 and 2020**

	2021	2020
INCOME		
Fees	4,078,048	4,463,634
Services	46,605	51,608
Rent	1,989,191	1,459,155
Miscellaneous	689	77
	<u>6,114,533</u>	<u>5,974,474</u>
Total Income		
	6,114,533	5,974,474
DIRECT EXPENSES	<u>1,593,131</u>	<u>1,597,720</u>
GROSS INCOME	4,521,402	4,376,754
GENERAL AND ADMINISTRATIVE	1,974,677	1,837,314
PLANT OPERATIONS	<u>2,463,891</u>	<u>2,396,934</u>
INCOME (LOSS) FROM OPERATIONS	82,834	142,506
OTHER INCOME & EXPENSES		
Amortization of Advance Fees	976,399	979,812
Gain (Loss) on Sale of Assets	14,340	(890,864)
Interest Income	1,187	4,518
	<u>991,926</u>	<u>93,466</u>
NET INCOME (LOSS)		
	<u>1,074,760</u>	<u>235,972</u>

See Accompanying Notes and Accountant's Report.

**THE WOODLANDS RETIREMENT COMMUNITY, L.L.C.  
STATEMENT OF MEMBERS EQUITY  
FOR THE YEAR ENDED DECEMBER 31, 2021 and 2020**

	Member's Equity	Net Income(Loss)	Total
Members Equity, January 1, 2020	7,668,448	(987,928)	6,680,520
Contributed Capital	-	-	-
Distributions	(1,590,368)	-	(1,590,368)
Net Income (Loss) - 2020	<u>-</u>	<u>235,972</u>	<u>235,972</u>
Members Equity, December 31, 2020	6,078,080	(751,956)	5,326,124
Contributed Capital - Property	139,180		139,180
Distributions	(379,767)	-	(379,767)
Net Income (Loss) - 2021	<u>-</u>	<u>1,074,760</u>	<u>1,074,760</u>
Members Equity, December 31, 2021	5,837,493	322,804	6,160,297

See Accompanying Notes and Accountant's Report.

**THE WOODLANDS RETIREMENT COMMUNITY, L.L.C.**  
**STATEMENT OF CASH FLOWS**  
**FOR THE YEAR ENDED DECEMBER 31, 2021 and 2020**

	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES		
Net Income (Deficit)	1,074,760	235,972
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:		
Depreciation	1,173,368	1,152,472
Amortization of Loan Costs	13,462	3,366
Amortization of Advance Fees	(976,399)	(979,812)
Loss on sale of Assets	-	890,864
(Increase) Decrease in Accounts Receivable	(321,668)	372,020
(Increase) Decrease in Prepaid Expenses	(67,542)	24,102
(Decrease) Increase in Accounts Payable	40,362	111,736
(Decrease) Increase in Deferred Income	78,850	(34,944)
Total Adjustments	<u>(59,567)</u>	<u>1,539,804</u>
Net Cash Provided by Operating Activities	1,015,193	1,775,776
CASH FLOWS FROM INVESTING ACTIVITIES		
Cost of Fixed Assets	(536,022)	(397,739)
Purchase of Units	(3,702,000)	(1,334,500)
Sale (Purchase) of Investment Property	<u>-</u>	<u>750,000</u>
Net Cash Provided (Used) by Investing Activities	(4,238,022)	(982,239)
CASH FLOWS FROM FINANCING ACTIVITIES		
(Decrease) Increase in Resident Deposits	73,127	(27,000)
(Decrease) Increase in Deferred Revenue From Advance Fees net of Amortization	(76,411)	(89,376)
Net Increase (Decrease) in Line of Credit	3,836,129	1,180,411
Net Increase (Decrease) in Notes Payable	(550,000)	550,000
Net increase (Decrease) on Fairfax Nursing Center, Inc. Loan	-	(300,000)
Proceeds from (to) Members	<u>(379,767)</u>	<u>(1,590,368)</u>
Net Cash Provided (Used) by Financing Activities	2,903,078	(276,333)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(319,751)	517,204
CASH AND CASH EQUIVALENTS, BEGINNING	<u>679,279</u>	<u>162,075</u>
CASH AND CASH EQUIVALENTS, ENDING	<u><u>359,528</u></u>	<u><u>679,279</u></u>
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:		
Cash Restricted for Deposits	164,127	91,000
Cash Paid for Interest - Capitalized	-	-
- Expensed	152,406	61,794

See Accompanying Notes and Accountant's Report.

THE WOODLANDS RETIREMENT COMMUNITY, LLC

NOTES TO FINANCIAL STATEMENTS  
AS OF DECEMBER 31, 2021 and 2020

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**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

*Operations*

The Woodlands Retirement Community, L.L.C. is a limited liability company with the primary activity of operating an independent living community in Fairfax, Virginia. The Organization was in development starting in May 2002 and the facility began operations in June 2008. An agreement was executed and includes a provision whereby the members have no further obligation to contribute additional amounts of capital to the Company. If the Company requires additional funds, the Managing Member is to notify the members. Each member has the right to contribute a pro rata share of such additional funds, based on the relative equity contributions made by each member. During 2010 the initial agreement was modified to allow for unequal contribution of capital to the Company. Any tax losses are first allocated to the member/s who contributed additional capital and then equally to the remaining members. In addition, the liability of the members of the Company is limited to the members' total capital contributions.

*Basis of Accounting*

The Organization prepares its books on the accrual basis of accounting. Income is recognized when earned and expenses are realized when incurred.

*Resident Receivables and Revenue Recognition*

Resident receivables and related revenues are recorded at established billing rates when resident services are rendered. Provisions for uncollectible accounts are recorded as deductions from resident service revenue and resident receivables on an accrual basis. Potential resident deposits are recorded as a current liability. Deferred revenue is recorded when fees are paid in advance. Management considers all accounts receivable collectible; therefore, an allowance for doubtful accounts has not been recorded at December 31, 2020 and 2021.

*Loan Acquisition Fees*

Costs associated with the issuance of long-term debt are amortized over the period of time the related debt is outstanding, using the straight-line method.

*Property and Equipment*

Property and equipment are recorded at cost and are depreciated using the straight-line method over the estimated useful life of the assets. Expenditures for replacements and major improvements are capitalized; expenditures for maintenance and repairs are charged to expense. When depreciable property is retired or otherwise disposed of, the related cost and accumulated depreciation are removed from the accounts and any gain or loss is reflected in other income and expenses. The estimated useful life of the building is 39 years and equipment is 3 to 5 years.

*Income Taxes*

The Organization is treated as a multi-member L.L.C. All income, deductions and credits flow through to each member proportionate to the ownership in the L.L.C. Accordingly, no income taxes have been provided for in the accompanying financial statements.

*Advertising Costs*

Advertising costs are expensed as incurred.



THE WOODLANDS RETIREMENT COMMUNITY, LLC

NOTES TO FINANCIAL STATEMENTS  
AS OF DECEMBER 31, 2021 and 2020

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**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**Use of Estimates**

The Company uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses.

**NOTE 2 - RELATED PARTY TRANSACTIONS**

On June 11, 2002, Fairfax Nursing Center, Inc., then the sole member, contributed land to The Woodlands Retirement Community, L.L.C. It was recorded at cost (\$1,619,800) which approximated market value. Additional land development costs amounting to \$322,068 were funded by Fairfax Nursing Center during the remainder of 2002.

On December 29, 2003, The Woodlands Retirement Community, L.L.C. was spun off to members of the Bainum family. All stockholders and members of both entities are part of the Bainum family. Liability is limited to the amounts invested.

See note 8 for notes payable to Fairfax Nursing Center, Inc. In addition, accounts payable to Fairfax Nursing Center Inc. amounted to \$287,477 for 2020 and accounts receivable from to Fairfax Nursing Center Inc. amounted to \$8,993 for 2021, respectively, and accounts receivable from Virginia Gardens, LLC amounted to \$75,040 for 2020 and accounts receivable from Virginia Gardens, LLC amounted to \$260,411 for 2021, respectively. Accounts receivable from members totaled \$0 in 2021 and \$0 in 2020.

The related entities have shared administrative services and costs that are allocated among the related entities including Fairfax Nursing Center, Virginia Gardens, and The Woodlands. This amounted to \$108,445 received from Fairfax Nursing Center and \$581,467 received from Virginia Gardens for 2021. This amounted to \$409,848 paid to Fairfax Nursing Center and \$117,754 received from Virginia Gardens for 2020.

**NOTE 3 – DEPOSITS AND ENTRANCE FEES**

*Deposits* - Deposits for reservations to occupy a retirement unit amounted to \$164,127 and \$91,000 at December 31, 2021 and 2020, respectively. These deposits are fully refundable until settlement. No interest accrues to the resident on these deposits. Deposits are held in escrow until the resident settles on their Independent Living Apartment or said apartment is available for immediate occupancy. Upon settlement the deposits are released from escrow and will be held or used by The Woodlands until termination of the agreement.

*Advance fees* – Fees paid by a resident upon entering into a continuing care contract are recorded as deferred revenue and are amortized to income using the straight-line method over the estimated remaining life expectancy of the facility. As of December 31, 2021 and 2020 advance fees amounted to \$30,209,900 and \$33,911,900 less amortization of \$11,946,896 and \$10,894,086 for a net of \$18,263,004 and \$23,017,814 respectively. No interest is paid on advance fees. Advance fees are refunded upon termination of occupancy provided that: the prior resident has vacated the unit; a qualified, new resident has signed a new Residence and Care Agreement for the Independent Living Unit and has settled in full by paying a new advance fee.

Residents are also responsible for paying an additional non-refundable monthly fee. This fee varies based upon the unit and the level of service desired by the resident.

**THE WOODLANDS RETIREMENT COMMUNITY, LLC**

**NOTES TO FINANCIAL STATEMENTS  
AS OF DECEMBER 31, 2021 and 2020**

**NOTE 4 - CASH AND CASH EQUIVALENTS**

The Company considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

The Balance Sheet caption "Cash & Equivalents" is comprised of the following:

	2021		2020	
	Carrying Amount	Balance Per Bank	Carrying Amount	Balance Per Bank
Cash on Hand	4,498	4,498	3,752	3,752
FDIC Insured Bank Deposits	250,000	250,000	262,847	500,000
Uninsured Bank Deposits	<u>105,030</u>	<u>188,706</u>	<u>412,680</u>	<u>635,132</u>
Total	<u>\$ 359,528</u>	<u>\$ 443,204</u>	<u>\$ 679,279</u>	<u>\$ 1,138,884</u>

**NOTE 5 - PROPERTY AND EQUIPMENT**

	2021			2020		
	Cost	Accumulated Depreciation	Net	Cost	Accumulated Depreciation	Net
Land & Dev	3,324,050	29,587	3,294,463	3,300,577	8,687	3,291,890
Building	40,374,672	14,504,078	25,870,594	40,217,403	13,517,512	26,699,891
Equipment	3,326,916	2,617,153	709,763	3,049,033	2,587,846	461,187
Goodwill	42,947	-	42,947	27,957	-	27,957
Construction	<u>64,992</u>	<u>-</u>	<u>64,992</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total	<u>\$ 47,133,577</u>	<u>\$ 17,150,818</u>	<u>\$ 29,982,759</u>	<u>\$ 46,594,970</u>	<u>\$ 16,114,045</u>	<u>\$ 30,480,925</u>

**NOTE 6 – INVESTMENT PROPERTY**

During 2016 The Woodlands purchased real estate adjacent to the facility for possible future expansion. The total cost of this acquisition was \$2,461,296. During 2019 one lot was sold to a member for \$400,000, During 2020 one lot was sold to a member for \$400,000 and one lot was sold to a member for \$350,000 which were the Market Values as determined by an independent appraiser.

**NOTE 7 - PENSION AND PROFIT-SHARING PLANS**

The Woodlands shares a defined contribution 401-K Plan with Fairfax Nursing Center (FNC), a related party. Effective July 26, 1985, FNC amended its former profit-sharing plan to a defined contribution 401-K Plan, Fairfax Nursing Center, Inc. Savings and Retirement Plan. The companies transitioned to a new 401-K plan in October 2010. Vesting is immediate upon participation. Funding by employees is subject to IRS limits. The Woodlands made contributions to the plan in the amount of \$0 in 2021 and 2020, respectively.

THE WOODLANDS RETIREMENT COMMUNITY, LLC

NOTES TO FINANCIAL STATEMENTS  
AS OF DECEMBER 31, 2021 and 2020

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**NOTE 8 – FAIR VALUE OF FINANCIAL INSTRUMENTS**

FASB ASC 820-10, *Fair Value Measurements and Disclosures*, establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy under FASB ASC 820-10 are described as follows:

*Level 1 Fair Value Measurements:* Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the company has the ability to access.

*Level 2 Fair Value Measurements:* Inputs to the valuation methodology include:

- quoted prices for similar assets or liabilities in active markets;
- quoted prices for identical or similar assets or liabilities in inactive markets;
- inputs other than quoted prices that are observable for the asset or liability;
- inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the level 2 input must be observable for substantially the full term of the asset or liability.

*Level 3 Fair Value Measurements:* Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

The following methods and assumptions were used by the Company in estimating the fair value of its financial instruments:

The carrying amounts of cash and cash equivalents, receivables, and accounts payable approximate fair values due to the short-term nature of these financial instruments.

Land Investments: Investments in real estate are carried at historical cost.

The obligations under long-term debt arrangements are carried at their principal amounts which reflect the fair market values of these liabilities.

The carrying values of all the financial instruments are the same as their fair value.

THE WOODLANDS RETIREMENT COMMUNITY, LLC

NOTES TO FINANCIAL STATEMENTS  
AS OF DECEMBER 31, 2021 and 2020

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**NOTE 9 – NOTES PAYABLE**

During 2019, The Woodlands obtained an unsecured loan from an individual in the amount of \$500,000, which was renewed in 2020 and 2021 and an additional \$550,000 in 2020, which was repaid in 2021 for a net total of \$500,000. These notes are one-year notes with an interest rate of 6%.

On October 8, 2020, The Woodlands obtained a Line of Credit in the amount of \$6,000,000 from Diamond Bank. Maturity date is October 8, 2023, and the interest rate is 4.25%. Accrued interest is due and payable on an annual basis. The LOC is secured by Leases and Rents and Inventory, Equipment and Furniture and Fixtures. Accrued Interest on this loan amounted to \$43,659 for 2021.

Principal Requirements on LOC are as follows:

	2022	43,659
	2023	<u>5,056,926</u>
Total		5,100,585
Less: Current Portion		(43,659)
Unamortized debt issuance cost		<u>(23,559)</u>
Net Long Term Debt		5,033,367

The Organization incurred interest expense for the year ended December 31, 2021 and 2020 of \$167,488 and \$61,794, respectively. No interest was capitalized; all was expensed for both years.

**NOTE 10 – SUBSEQUENT EVENTS**

Management has evaluated subsequent events through April 27, 2022, the date the financial statements were available to be issued. As a result of the COVID-19 pandemic there is economic uncertainty for businesses. The company cannot reasonably estimate the economic impact of this event on its operations.

# Supplemental Information

**THE WOODLANDS RETIREMENT COMMUNITY, L.L.C.**  
**DIRECT EXPENSES**  
**FOR THE YEAR ENDED DECEMBER 31, 2021 and 2020**

	2021	2020
Room and Board		
Dietary		
Salaries and Wages	764,543	703,488
Payroll Taxes	61,917	56,400
Food	286,167	296,523
Supplies & Other	<u>10,882</u>	<u>595</u>
Total Dietary	1,123,509	1,057,006
Activities and Fitness		
Salaries and Wages	140,503	144,779
Payroll Taxes	10,958	11,665
Supplies and Other	<u>9,533</u>	<u>29,318</u>
Total Activities and Fitness	160,994	185,762
Transport		
Salaries and Wages	73,164	83,291
Payroll Taxes	6,002	6,208
Supplies and Other	<u>-</u>	<u>-</u>
Total Transport	<u>79,166</u>	<u>89,499</u>
Housekeeping		
Salaries and Wages	141,280	181,713
Payroll Taxes	11,514	14,410
Supplies and Other	<u>58,153</u>	<u>50,107</u>
Total Housekeeping	<u>210,947</u>	<u>246,230</u>
Total Room and Board	1,574,616	1,578,497
Barber and Beauty Shop		
Salaries and Wages	16,702	10,796
Payroll Taxes	1,388	970
Supplies and Other	<u>425</u>	<u>7,457</u>
Total Barber and Beauty Shop	<u>18,515</u>	<u>19,223</u>
Total Direct Expenses	<u>1,593,131</u>	<u>1,597,720</u>

See Accompanying Notes and Accountant's Report.



**THE WOODLANDS RETIREMENT COMMUNITY, L.L.C.**  
**GENERAL AND ADMINISTRATIVE AND PLANT OPERATIONS**  
**FOR THE YEAR ENDED DECEMBER 31, 2021 and 2020**

	2021	2020
General and Administrative		
Salaries and Wages - Administration	1,587,938	805,809
Payroll Taxes	113,389	59,477
Employee Training, Welfare and Fringe Benefits	149,209	136,497
Supplies and Administrative Expenses	65,927	88,085
Travel and Entertainment	40,694	4,870
Legal Fees	146,530	9,745
Accounting	9,730	8,110
Other Professional Services	2,218	19,323
Advertising and Promotion	125,069	126,626
Taxes and Licenses	541	10,040
Bank Service Charges	5,737	8,368
Postage and Freight	3,937	8,687
Automobile Repairs and Gas	37,430	42,145
Equipment Maintenance	56,545	37,650
Interest Expense	180,950	65,159
Other Expenses	30,123	43,049
COVID - Infection Control	8,428	99,598
Donations	600	-
Rental	6,944	-
Shared Services	(597,262)	264,076
<b>Total General and Administrative Expenses</b>	<b><u>1,974,677</u></b>	<b><u>1,837,314</u></b>
Plant Operations and Maintenance		
Salaries	390,790	393,947
Payroll Taxes	29,704	29,652
Supplies & Other	130,380	78,202
Contract Maintenance	138,004	91,149
Utilities	297,820	327,506
Insurance	197,521	193,079
Property Taxes	222,116	238,732
Depreciation	1,173,368	1,152,473
Shared Services	(115,812)	(107,806)
<b>Total Plant Operation and Maintenance</b>	<b><u>2,463,891</u></b>	<b><u>2,396,934</u></b>

See Accompanying Notes and Accountant's Report.

**APPENDIX G**  
**PRO FORMA INCOME STATEMENT**



**The Woodlands Retirement Community, LLC.**  
**Proforma, Profit & Loss Statement, 95% occupied for year 2021 and 2022**

<b>Revenues</b>					
	<b>Type of Unit</b>	<b>Per Month</b>	<b># of Units</b>	<b>2021</b>	<b>2022</b>
	The Willows	1672	10	\$241,789	\$249,043
	The Elms	3909	31	\$1,744,152	\$1,835,476
	The Maples	3715	30	\$1,611,459	\$1,719,783
	The Oaks	4328	31	\$1,936,152	\$2,145,990
Income- Space Rental				\$63,029	\$64,920
Income- Beauty Shop				\$43,502	\$44,808
Income- Other Resident Services				\$30,029	\$30,930
Income- Sales Discounts				\$193	\$198
Income- Guest Meals				\$33,942	\$34,960
Income- Miscellaneous				\$193,889	\$199,705
<b>Total Revenues</b>				<b>\$5,898,134</b>	<b>\$6,325,812</b>

**Expenses**

<b>Administration</b>					
Admin- Payroll				\$394,859	\$404,731
Admin- Employee Welfare				\$30,207	\$30,962
Admin- Office Supplies				\$34,611	\$35,476
Admin- Professional Fees				\$35,227	\$36,107
Admin- Misc. Expense				\$1,416	\$1,451
Admin- Equipment Maintenance				\$1,337	\$1,370
Admin- Software Maintenance				\$18,832	\$19,303
Admin- SUTA				\$488	\$500
Admin- FUTA				\$456	\$467
Admin- FICA Tax Expense				\$29,084	\$29,811
Admin- Criminal Record Check				\$3,520	\$3,608
Admin- Marketing Expenses				\$98,234	\$100,689
Admin- Decoration Expenses				\$13,564	\$13,903
Admin- Training & Education				\$9,798	\$10,043
Admin- Dues & Subscriptions				\$6,103	\$6,255
Admin- Business Lunches				\$8,829	\$9,050
Admin- W/C, Bldg. & Gen. Insurance General				\$169,328	\$173,561
Admin- Telephone Expense				\$19,138	\$19,616
Admin- Legal Fees				\$8,958	\$9,182
Admin- Accounting Fees				\$12,470	\$12,782
Admin- Interest Expense				\$228	\$120,000
Admin- Personnel Advertising				\$2,443	\$2,504
Admin- License & Permit Fees				\$4,306	\$4,414
Admin- Personal Prop. Tax				\$39,975	\$40,975
Admin- Contributions				\$1,272	\$1,304
Admin- Bank Service Charge				\$4,404	\$4,514
Admin- Postage				\$21,377	\$21,912
Admin- Freight				\$280	\$287
Admin- TV Cable				\$7,329	\$7,513
Admin- Flowers				\$14,455	\$14,816
Admin- Shared Services				\$219,213	\$224,693
<b>Total Admin</b>				<b>\$1,211,741</b>	<b>\$1,361,801</b>

The Woodlands Retirement Community, LLC.  
 Proforma, Profit & Loss Statement, 95% occupied for year 20:

<u>Activities</u>		
Activ- Salaries	\$259,032	\$265,508
Activ- Pet Supplies	\$550	\$563
Activ- Professional Expense	\$1,354	\$1,388
Activ- State Unemp. Tax	\$501	\$513
Activ- Fed Unemp. Tax	\$566	\$580
Activ- FICA Tax Exp.	\$19,816	\$20,311
Activ- Chemicals	\$3,970	\$4,069
Activ- Resident Outings	\$22,863	\$23,435
Activ- In-House Activities	\$9,365	\$9,599
Activ- Supplies Others	\$16,695	\$17,112
Activ- Volunteer Expenses	\$662	\$678
<b>Total Activities</b>	<b>\$335,373</b>	<b>\$343,758</b>
<u>Beauty Shop</u>		
Beauty Shop- Salaries	\$25,903	\$26,551
Beauty Shop- Misc. Expense	\$407	\$417
Beauty Shop- SUTA	\$50	\$51
Beauty Shop- FICA Tax Expense	\$1,982	\$2,031
Beauty Shop- FUTA	\$39	\$40
<b>Total Beauty Shop</b>	<b>\$28,381</b>	<b>\$29,090</b>
<u>Dietary</u>		
Dietary- Salaries	\$868,289	\$885,655
Dietary- Supplies	\$17,700	\$18,054
Dietary- SUTA	\$1,454	\$1,483
Dietary- FUTA	\$1,350	\$1,377
Dietary- FICA Tax Expense	\$66,424	\$67,753
Dietary- Uniform Expense	\$12,216	\$12,460
Dietary- Professional Services	\$2,850	\$2,907
Dietary- Disposables	\$20,387	\$20,795
Dietary- Chemicals	\$10,136	\$10,339
Dietary- Raw Food Expense	\$57,493	\$58,642
Dietary- Beverage	\$22,192	\$22,635
Dietary- Replace Utensils	\$8,754	\$8,930
Dietary- Meat Expense	\$131,317	\$133,944
Dietary- Bakery	\$27,358	\$27,905
Dietary- Dairy Expense	\$36,512	\$37,243
Dietary- Produce	\$80,052	\$81,653
Dietary- Repairs & Maint.	\$7,533	\$7,684
Dietary- Misc. Expenses	\$2,443	\$2,492
<b>Total Dietary</b>	<b>\$1,374,460</b>	<b>\$1,401,949</b>

**The Woodlands Retirement Community, LLC.**  
**Proforma, Profit & Loss Statement, 95% occupied for year 20:**

<u>Housekeeping</u>		
Housekeeping- Payroll	\$192,125	\$196,928
Housekeeping- SUTA	\$336	\$344
Housekeeping- FUTA	\$441	\$452
Housekeeping- FICA Tax Expense	\$14,698	\$15,065
Housekeeping- Repairs & Maintenance	\$3,242	\$3,323
Housekeeping- Uniform	\$1,823	\$1,869
Housekeeping- Professional Svcs	\$34,646	\$35,512
Housekeeping- Disposables	\$8,712	\$8,930
Housekeeping- Chemicals	\$7,294	\$7,476
Housekeeping- Supplies Others	\$3,850	\$3,946
Housekeeping- Employee Morale	\$203	\$208
Housekeeping- Misc. Expense	\$253	\$260
<b>Total Housekeeping</b>	<b>\$267,623</b>	<b>\$274,313</b>
<u>Plant Operations</u>		
Maint- Payroll	\$407,050	\$417,226
Maint- SUTA	\$552	\$566
Maint- FUTA	\$567	\$582
Maint- FICA Tax Expense	\$31,139	\$31,918
Maint- Uniform Expense	\$3,257	\$3,339
Maint- Professional Services	\$36,850	\$37,772
Maint- Chemicals	\$473	\$485
Maint- Service Contracts	\$18,832	\$19,303
Maint- Repair Contractors	\$55,174	\$56,553
Maint- Supplies Other/Paint	\$97,928	\$100,376
Maint- Landscaping Expense	\$32,575	\$33,389
Maint- Elevator Insp & Repairs	\$13,844	\$14,190
Maint- Employee Morale	\$763	\$783
Maint- Misc. Expense	\$611	\$626
Maint- Rental Equipment	\$814	\$835
Maint- Depreciation Exp.	\$1,125,000	\$1,153,125
Maint- Real Estate/Personal Property Taxes	\$134,626	\$245,000
Maint- Utilities-Electric	\$225,988	\$231,638
Maint- Utilities-Water/Sewage	\$49,371	\$50,606
Maint- Utilities-Gas	\$47,234	\$48,414
Maint- Utilities-Trash Removal	\$10,811	\$11,081
<b>Total Plant Operations</b>	<b>\$2,293,461</b>	<b>\$2,457,806</b>
<b>Total Expenses</b>	<b>\$5,511,039</b>	<b>\$5,868,717</b>
<b>Net Income</b>	<b>\$387,095</b>	<b>\$457,095</b>

T: Woodlands proforma 2021 and 2022

**APPENDIX H**

**SUMMARY OF FINANCIAL OPERATIONS**

**The Woodlands Retirement Community, LLC.**  
**Summary of Financial Information**  
**As of December 31, 2021**

	Current Year (2021)	Last Year (2020)
Total Assets	31,265,306	31,694,013
Total Liabilities	25,105,009	26,367,889
Total Net Assets	6,160,297	5,326,124
Total Revenues	6,114,533	5,974,474
Total Expenses	6,031,699	5,831,968
Operating Income (Loss)	82,834	142,506
Other Income	991,926	93,466
Net Income (Loss)	1,074,760	235,972

**Narrative on financial condition:**

Occupancy rate for 2021 was less than projected due to the COVID19 pandemic. The company is hoping that occupancy will stabilize in the second half of 2022 when most of the population has been vaccinated and businesses start to reopen.

	Average	Percentage
Occupancy Information:	Occupancy	Occupancy
Independent Living	85	83%
Assisted Living	N/A	N/A
Nursing	N/A	N/A

**APPENDIX I**  
**STATEMENT OF OPERATIONS**

**The Woodlands Retirement Community, LLC.**  
**Consolidated Statement of Operations**  
**As of December 31, 2021**

	Other					
	<u>Facility 1</u>	<u>Facility 2</u>	<u>Facility 3</u>	<u>Subsidiaries</u>	<u>Eliminations</u>	<u>Combined</u>
<b>Revenues</b>						
Monthly Resident Fees - IL	\$6,113,844	-	-	-	-	\$6,113,844
Amortization of Deferred Revenue	\$976,399	-	-	-	-	\$976,399
Assisted Living Services	\$0	-	-	-	-	\$0
Health Care Services	\$0	-	-	-	-	\$0
Investment Income	\$14,340	-	-	-	-	\$14,340
Other Revenue	\$1,876	-	-	-	-	\$1,876
<b>Total Revenues</b>	<u>\$7,106,459</u>	-	-	-	-	<u>\$7,106,459</u>
<b>Expenses</b>						
Advertising and Marketing	\$125,069	-	-	-	-	\$125,069
Depreciation and Amortization	\$1,173,368	-	-	-	-	\$1,173,368
Dining Services	\$297,118	-	-	-	-	\$297,118
General and Administrative	\$1,361,437	-	-	-	-	\$1,361,437
Insurance	\$197,521	-	-	-	-	\$197,521
Interest	\$180,950	-	-	-	-	\$180,950
Management Fees	-\$597,262	-	-	-	-	-\$597,262
Medical Supplies	\$0	-	-	-	-	\$0
Nursing Supplies	\$0	-	-	-	-	\$0
Other	\$0	-	-	-	-	\$0
Resident Programs	\$10,958	-	-	-	-	\$10,958
Resident Services	\$9,533	-	-	-	-	\$9,533
Salaries	\$2,752,530	-	-	-	-	\$2,752,530
Taxes and License Fees	\$222,657	-	-	-	-	\$222,657
Utilities	\$297,820	-	-	-	-	\$297,820
<b>Total Expenses</b>	<u>\$6,031,699</u>	-	-	-	-	<u>\$6,031,699</u>
<b>Operating Income (Loss)</b>	<u>\$1,074,760</u>	-	-	-	-	<u>\$1,074,760</u>

**APPENDIX J**

**STATEMENT OF OPERATIONS SUMMARY**



**The Woodlands Retirement Community, LLC.**  
**Consolidated Statement of Operations**  
**As of December 31, 2021**

	<u>Facility 1</u>	<u>Facility 2</u>	<u>Facility 3</u>	<u>Other Subsidiaries</u>	<u>Eliminations</u>	<u>Combined</u>
<b>Revenues</b>						
Monthly Resident Fees - IL	\$6,113,844	-	-	-	-	\$6,113,844
Amortization of Deferred Revenue	\$976,399	-	-	-	-	\$976,399
Assisted Living Services	\$0	-	-	-	-	\$0
Health Care Services	\$0	-	-	-	-	\$0
Investment Income	\$14,340	-	-	-	-	\$14,340
Other Revenue	\$1,876	-	-	-	-	\$1,876
<b>Total Revenues</b>	<u>\$7,106,459</u>	-	-	-	-	<u>\$7,106,459</u>
<b>Expenses</b>						
Advertising and Marketing	\$125,069	-	-	-	-	\$125,069
Depreciation and Amortization	\$1,173,368	-	-	-	-	\$1,173,368
Dining Services	\$297,118	-	-	-	-	\$297,118
General and Administrative	\$1,361,437	-	-	-	-	\$1,361,437
Insurance	\$197,521	-	-	-	-	\$197,521
Interest	\$180,950	-	-	-	-	\$180,950
Management Fees	-\$597,262	-	-	-	-	-\$597,262
Medical Supplies	\$0	-	-	-	-	\$0
Nursing Supplies	\$0	-	-	-	-	\$0
Other	\$0	-	-	-	-	\$0
Resident Programs	\$10,958	-	-	-	-	\$10,958
Resident Services	\$9,533	-	-	-	-	\$9,533
Salaries	\$2,752,530	-	-	-	-	\$2,752,530
Taxes and License Fees	\$222,657	-	-	-	-	\$222,657
Utilities	\$297,820	-	-	-	-	\$297,820
<b>Total Expenses</b>	<u>\$6,031,699</u>	-	-	-	-	<u>\$6,031,699</u>
<b>Operating Income (Loss)</b>	<u>\$1,074,760</u>	-	-	-	-	<u>\$1,074,760</u>

**APPENDIX K**  
**OCCUPANCY REPORT**

The Woodlands Retirement Community, LLC.  
2021 Occupancy

Jan-21	87	85%
Feb-21	86	84%
Mar-21	85	83%
Apr-21	85	83%
May-21	84	82%
Jun-21	84	82%
Jul-21	83	81%
Aug-21	83	81%
Sep-21	85	83%
Oct-21	86	84%
Nov-21	86	84%
Dec-21	86	84%
2021 Average	<u>85</u>	<u>83%</u>

**Occupancy Report,  
As Of December 31, 2021  
Apt. Mix**

Apartment Style	Sq. Ft.	Entry Fee	Apt. Mix	Dec. 2021 Unoccupied Apts.	Dec. 2021 Apartments Occupied
Willow I	700	ADU	3	0	3
Willow II	777	ADU	4	0	4
Willow III	932	\$372,000	2	0	2
Willow IV	887	\$312,000	1	1	0
Maple II	947	\$384,000	4	1	3
Maple III	1051	\$500,000	9	1	8
Maple IV	980	\$397,000	3	0	3
Maple V	1022	\$410,000	14	2	12
Elm I	874	\$356,000	3	0	3
Elm II	1240	\$500,000	20	5	15
Elm III	1451	\$580,000	7	1	6
Elm IV	1462	\$585,000	1	0	1
Oak I	1434	\$574,000	5	1	4
Oak II	1500	\$600,000	13	0	13
Oak III	1573	\$629,200	4	0	4
Oak IV	1687	\$675,400	1	0	1
Oak V	1894	\$765,000	8	1	7
<b>TOTAL:</b>			<b>102</b>	<b>13</b>	<b>89</b>

**Summary of Sales Activity 2021:**

- **During 2021 there were nineteen new households occupied. Four were 90% Refundable Entrance Fee Deposit, zero 70% Refundable Entrance Fee Deposit, zero 100% Refundable Entrance Fee Deposit and fifteen Rental.**
- **Move Out Activity: Transfers to The Gardens: 1**

**Deaths: 6**  
**Other: 7**

**15.7% Attrition Rate for 2021**

**APPENDIX L**  
**BUSINESS OBJECTIVES**

BUSINESS OBJECTIVES FOR THE YEAR  
JANUARY 1, 2022 TO DECEMBER 31, 2022

- Earn a reasonable profit for the owners investment of \$42,000,000.00
- Pay all vendors within due date and pay early if vendor offers discount for early payment
- Provide highest level of service, within budget
- Maintain upkeep of physical, mechanical and infrastructure of property

**APPENDIX M**  
**FINANCIAL PLAN**

## WOODLANDS RETIREMENT COMMUNITY FINANCIAL PLAN

Beginning January 1, 2022 ending December 31, 2022

The present income and expenses before shared services (The Gardens Assisted Living) has put us in a cash breakeven situation after interest and depreciation.

The following actions are being taken to increase the occupancy:

1. A series of direct mail to our active prospect list of approximately 700 leads.
2. Direct Mail to a purchased list of age and income qualified individuals.
3. Hosting three promotional events each quarter.
4. Advertising in newspapers, newsletters, Guide to Retirement Living, and church bulletins.
5. A \$2500 Entrance Fee and \$2500 Rental referral fee to all our employees, residents and real estate agents for referrals for people that move in who are not currently in our data base.
6. Attending and networking various health fairs and events for aged people
7. Talking regularly with the competition, and adjusting our entrance fee and our rates to be competitive.
8. Opening up our facilities for community groups to have meetings and events.



## **APPENDIX N**

### **RENTAL APARTMENTS**

The Woodlands Retirement Community, L.L.C. has various units that are rentals.

The unit's rental agreement is for 1 year and may be renewed on an annual basis. The renter must submit an application, Financial Information Form and Medical History Report.

Monthly rental rate: single resident starting at: \$6931 and double occupancy starting at: \$9166.

Security Deposit: starting at \$5,000.00

Community Fee: starting at \$12,000.00 non-refundable

One year rental agreement executed.

Renewal of existing lease: After receiving notice from the marketing department you shall schedule an appointment to review and execute a new lease.

See Appendix S for Rental Agreement.

Fairfax County Affordable Dwelling Unit (ADU) program rental agreement is for 1 year. The renter must submit an application, Financial Information Form and Medical History Report.

Monthly ADU monthly rate is set by Fairfax County, see [www.fairfaxcounty.gov/rha/rentalhousingprograms](http://www.fairfaxcounty.gov/rha/rentalhousingprograms), for rate(s)

Security Deposit: \$5,000.00

Renewal of existing lease: After receiving notice from the marketing department you shall schedule an appointment to review and execute a new lease.

See Appendix T for ADU Rental Agreement.

**APPENDIX O**  
**RENTAL AGREEMENT**

**THE WOODLANDS RETIREMENT COMMUNITY, LLC**

**Residence and Care Agreement**

**Rental Program**

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**SCHEDULE A - DOCUMENTS ATTACHED AS APPENDICES HERETO**

**SCHEDULE B - ANCILLARY FEE SCHEDULE**

## RENTAL RESIDENCE AND CARE AGREEMENT

This Rental Residence and Care Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ by and between The Woodlands Retirement Community, LLC, a Virginia limited liability company (referenced herein as "The Woodlands" and/or with the words "we," "us," and "our"); and \_\_\_\_\_ (referenced herein, whether one or more, as the "Resident" and/or "you" and "your"); and Virginia Gardens, L.L.C., a Virginia limited liability company (referenced herein as "The Gardens"); and together with The Gardens, the "Affiliates").

### RECITALS

G. We own and operate a retirement community comprised of facilities located in Fairfax County, Virginia (referenced herein as the "Community").

H. You have applied for residency in the Community and we have approved your application, subject to the terms of this Agreement.

I. The Woodlands is affiliated with The Gardens each of which owns and operates facilities located near the Community and which offer assisted living services and rehabilitation services, respectively, to seniors. Due to their affiliated relationship with The Woodlands and The Gardens subject to the terms of this Agreement, desire to offer you priority admission to their respective facilities pursuant to Section 10.11 should you so choose.

### 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:

#### 1 SERVICES

**1.1 Generally.** We agree to furnish you meals, lodging, care and services for your life to the extent enumerated in this Agreement provided that you fulfill your obligations under this Agreement. We will provide these services at a level of care commensurate with the independent-living setting of the Community. If at any time you should require a higher level of care, either temporarily or permanently, than is available within the Community, options for obtaining such care are set forth in this Agreement. Additionally, we agree to provide a total of five (5) days of respite care at The Gardens for the duration of this agreement.

**1.2 Independent Living Apartment.** You shall have a personal, non-assignable right to reside in **apartment** \_\_\_\_ (the "Independent Living Unit"), subject to removal only as hereafter provided and subject to Section 9.4. We shall furnish electric stove, oven, micro-wave, refrigerator/freezer icemaker, dishwasher, garbage disposal, washer and dryer, wall-to-wall carpeting, emergency pull cord system\*, storage bin and pre-wiring for telephone, internet and television service. You shall provide all other furnishings for the Independent Living Apartment. Electrical and mechanical appliances provided by you shall be U/L approved and subject to our approval. \*The emergency pull cord system is a convenience item only and there is no guarantee that the system will function at 100% efficiency 24 hours a day. The system is subject to mechanical failure.

**1.3 Meals.** Up to two nutritionally balanced meals will be offered daily in the dining room or other designated common areas Monday through Saturday, on Sunday we offer a Sunday brunch beginning at 12:00 pm to 2:00 pm. One meal per calendar day is included in the regular Monthly Fee per person. You may purchase additional meals in 15 meal and 30 meal packages at an additional charge, which may be revised from time to time, and will be added to the Monthly Fee. Special diets may be provided, there may be an additional cost. Unused meals at the end of the month: 6 meals per person may be carried over to the next month; no more than 6 meals may be accumulated in any given month. Any meals at the end of the month that are in excess of the 6 carryover will be forfeited and are not refundable. Unless the meals were part of an additional meal package. Meals are not transferable between residents. If you exceed the meals credit for the given month, the resident meal cost will be charged to your account, the rate is listed on the Ancillary Fee Schedule B, attached to this Resident and Care Agreement.

Meal Credits: If Resident is voluntarily absent from the community for fourteen (14) days or more consecutive days, Resident may receive a monetary credit. Resident must inform The Woodlands management of the absence, and credit can only be used two (2) times per calendar year. Notice prior to Resident's absence is not necessary to receive this credit: however, Resident should notify The Woodlands management when it becomes apparent that he or she will be absent for fourteen (14) or more consecutive days. If Resident is absent from the community because Resident is in the Hospital, Assisted Living, Skilled Nursing or a medical treatment facility, Resident will receive a daily monetary credit for missed meals beginning on the third (3<sup>rd</sup>) day of their absence. The monetary credit is on the Ancillary Fee Schedule B, attached to this Resident and Care Agreement.

In cases of natural disaster residents shall provide for themselves staple items, including but not limited to, bottled water, shelf stable food products, personal care items, and medications.

Tray service may be provided in the Independent Living Unit for an additional fee.

You may invite guests to any meal, in accordance with our rules and regulations referred to in Section 9.1. Guest meal charges may be charged to your account.

**1.4 Community Facilities.** You shall have the right to use, in common with other residents of the Community, the indoor and outdoor social and recreational facilities, and other congregate and communal facilities provided from time to time by us.

**1.5 Utilities.** We shall provide the utilities reasonably required in connection with the occupancy of the Independent Living Unit (water, sewage, heating, air conditioning, electricity) except for telephone, internet and cable service, subject to availability of such services to us.

**1.6 Housekeeping, Laundry.** You shall maintain the Independent Living Unit in a clean, sanitary, and orderly condition and shall perform or furnish usual housekeeping tasks in connection therewith. We will provide limited housekeeping services every week which may consist of changing bed linens, vacuuming, dusting, and cleaning bathrooms and kitchens (exclusive of washing dishes). We may provide you with additional housekeeping services on an individual charge basis upon your request. Trash disposal, there are three (3) trash and one (1) recycling rooms on each floor, trash and recyclable's should be disposed of in the provided areas, should you need trash or recyclables removed from your apartment on non-scheduled housekeeping day, you may request it to be done through the front desk.



If you do not maintain the Independent Living Unit in a proper manner, we, after notice to you, shall have the right to provide additional housekeeping services, and the cost of such services shall be billed to you.

Hoarding and clutter in your apartment may cause a safety and health issue to you and or others. The Woodlands approach and objective is to determine if the rooms in the apartment can be used for the intended purpose. The Woodlands may adopt a multi partner approach in monitoring and resolving such issues, specifically referring to resident's apartment and storage unit. If Resident is not cooperative in resolving hoarding or clutter issue in a timely manner of 30 days after notice, we shall have the right to take corrective action which may include but not limited to: referral to external agencies, intervention counseling, enforcement action (sorting and removal of items) and or eviction. The cost of such services may be billed to you.

Housekeeping credit: If Resident is voluntarily involuntarily absent from the community for fourteen (14) days or more consecutive days, Resident may receive a monetary credit. Resident must inform The Woodlands management of the absence, and credit can only be used two (2) times per calendar year. Notice prior to Resident's absence is not necessary to receive this credit: however, Resident should notify The Woodlands management when it becomes apparent that he or she will be absent for fourteen (14) or more consecutive days. The monetary credit is on the Ancillary Fee Schedule B, attached to this Resident and Care Agreement.

Personal laundry and dry cleaning shall be your responsibility.

**1.7 Guests.** You shall be permitted to have guests in the Independent Living Unit subject to our Rules and Regulations referred to in Section 9.1. One guest room shall be available for reservation by residents at a reasonable rate for overnight stays by their guests. We reserve the right to make rules regarding visits and guest behavior, and may limit or terminate a visit at any time for reasons we deem appropriate.

**1.8 Security; Insurance; Storage.** We shall use reasonable care in providing security in the Community for you and your property, but we shall not be responsible for loss or damage to personal property. You shall maintain private insurance on your own property as described in Section 9.6. Subject to availability, you may obtain additional storage space for your personal property for an additional fee. We provide a daily check-in service for each apartment.

**1.9 Building and Grounds.** We shall maintain all buildings, grounds and equipment, including snow removal in inclement weather. You shall not make any alteration, addition, or improvement to the Independent Living Unit or other buildings of the Community, or construct or install any structures on the grounds of the Community without our prior written consent, which may be granted subject to any conditions we may impose at our discretion. Unless otherwise agreed in writing between you and us, you shall restore the Independent Living Unit and other buildings and grounds to which you have made any alterations to their original condition upon vacating the Independent Living Unit.

**1.10 Transportation.** We may provide campus shuttle transportation. Scheduled local transportation for special, personal and group trips may also be available provided that any transportation required outside our customary travel area may be on an individual charge basis. We will also arrange for limousine service for you if desired at an additional cost.

**1.11 Garage Space. Garage Space.** A garage space may be available for a monthly charge of \$\_\_\_\_, and you shall have a personal, non-assignable right to use, for automobile parking purposes, that certain garage space designated as \_\_\_\_ (the "Garage Space"), which right shall continue for as long as you own and operate a state register and licensed vehicle. If your automobile has been unused by yourself for a period of 5 months due to non-medical or health issues The Woodlands reserves the right to cancel your garage parking space. If your vehicle is unused for a period of 5 months due to medical or health related issue you may be asked to provide a doctor's report as to when and if you are able to resume driving. Garage parking spaces are non-assignable, this includes family member(s) and or private hire staff that you may employ. If a particular Garage Space is not designated in this Section at the time this Agreement is executed, this Section shall be deemed not applicable.

**1.12 Other Ancillary Services**

We anticipate that other Ancillary Services may be available to you for an additional fee. These services may include additional storage and reserved parking.

**2 HEALTH CARE**

**2.1 General.** We shall make health care services available to you to the extent enumerated in this Agreement so long as you carry out your obligations under this Agreement.

**2.2 Outpatient Services.** We, working in tandem with The Gardens, shall provide access to a physical therapist, speech therapist, and occupational therapist, but you shall be free to engage the services of health professionals of your choice.

Your use of any and all outpatient services provided pursuant to this Section 2.2 shall be at your sole cost and expense.

**2.3 Inpatient Services.** If you require inpatient assisted care, The Gardens provides assisted care on a 24-hour a-day basis, and The Gardens agrees to provide you admission on a priority basis if you so choose. You shall be financially responsible for any such care as hereinafter defined, or other insurance. You may employ private duty nurses and sitters at your own expense, but only after our approval and subject to our rules and regulations referred to in Section 9.1.

**2.4 Additional Services Available for Additional Fee.** If you so choose, we may arrange for other outside providers to provide labor services, supplies and, physical, speech and occupational therapy to you. You will be responsible for paying the costs and fees of the providers supplying these goods and services, which may be covered by Medicare or by your other medical insurance.

**3 NON-REFUNDABLE COMMUNITY FEE AND SECURITY DEPOSIT**

**3.1 Payment.** Prior to the Occupancy Date, you shall pay to us a total Non-Refundable Community Fee of \$ **12,000.00**, and a refundable **\$5,000.00** Security Deposit.

**3.2 Joint Residents; Marriage.** Joint Residents occupying the same Independent Living Apartment are not required to pay an additional Non-Refundable Community Fee. If Joint Residents occupy separate Independent Living apartments, each Joint Resident shall pay the Non-Refundable Community Fee applicable to his or her Independent Living Apartment. This fee structure applies to

Joint Residents who move to the Community together and to a Resident who moves to the Community, subsequently marries, and has his or her spouse then be accepted to the Community.

**3.3 Refund Prior to Occupancy.** We will refund the Community Fee to you or your legal representative, as appropriate, prior to occupancy in the following circumstances:

**3.3.1 Recession by You.** You rescind this Agreement (1) within seven (7) days of making an initial deposit or executing this Agreement or (2) at any time prior to occupancy. You shall not be required to move into the Independent Living Unit prior to the expiration of the seven (7) day period referenced in subsection (1) herein.

**3.3.2 Death.** If you die before occupying the Independent Living Apartment or are otherwise precluded from occupying the Independent Living Apartment through illness, injury, or incapacity and this Agreement is automatically rescinded thereby. If one of two Joint Residents dies prior to occupancy, the remaining Resident may, but is not required to, rescind this Agreement. The surviving Joint Resident may elect to request a different Woodlands Apartment. If remaining Resident chooses not to move into the Independent Living Apartment we will refund the Entrance Fee, provided this election is made in person or in writing. If the remaining Resident has not occupied or request refund within thirty (30) days, The Woodlands may terminate this agreement and refund all or portion of Entrance Fee, in accordance with section 8

**3.3.3 Termination by Us.** We elect to terminate the Agreement if it is determined that you are ineligible for entrance into the Community prior to occupancy for reasons including but not limited to 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 you not qualify for residency. The refund of the Entrance Fee shall be made within thirty (30) days following our providing you with notice of the termination of this Agreement. Any cost relating to your misrepresentation may be deducted from your refund.

**3.4 Refund After Occupancy.** After you have taken occupancy of the Independent Living Apartment and subject to the terms and conditions of Section 8 of this Agreement, we shall pay a refund of the Community Fee to you as follows: 90% of the Community Fee refund if you are no longer able to occupy the independent living unit due to death or illness within 6 months of executing this agreement.

**3.4.1 Termination by you during Lifetime.** If you terminate this Agreement within 6 months of the Occupancy Date, we shall refund 90% of the community fee within (60) days after fulfillment of all of the following conditions: (1) you have vacated, and have removed all possessions from, the Independent Living Unit; (2) a) you have turned over the keys to the unit along with verbal or written notice of unit is released; (3) you have paid us all outstanding fees and charges, if not paid, may be deducted from Community Fee refund; and (4) a qualified, new resident has signed a new Rental Agreement for the Independent Living Unit you are vacating has settled in full by paying a new Community Fee. We shall pay the refund of the Community Fee to the duly designated beneficiaries named by you.

**3.4.2 Termination due to your Death.** If you die within 6 months after the Occupancy Date,

we shall pay a refund of the Community Fee within sixty (60) days of the fulfillment of the following conditions: (1) your personal representative or family has removed all possessions from the Independent Living Unit; (2) a) your personal representative or family has turned over the keys to the unit along with verbal or written notice of unit being released; or (3) your personal representative or family has paid all outstanding fees and charges, if not paid, may be deducted from Community Fee refund; and (4) a qualified new resident has signed a new Rental Agreement for the Independent Living Unit. The refund shall be payable by us to the beneficiaries named. If one of two Joint Residents dies, there will be no refund of the Community Fee; instead, so long as a surviving Joint Resident continues to reside at the Community, the Community Fee shall be deemed to have been paid entirely on behalf of the surviving Joint Resident.

**3.4.3 Termination by Us.** If we terminate the Agreement for just cause (see Section 8.2 of

this Agreement), within six (6) months of you occupying independent living unit, we shall pay a refund of 90% of the Community Fee within sixty (60) days of fulfillment of the following conditions, a qualified, new resident has signed a new Rental Agreement for the Independent Living Unit you are vacating has settled in full by paying a new Community Fee.. Any cost relating to termination by us, may be deducted from your refund.

**3.5 Limitation on Amount of Refund.** The amount of the refund which we are obligated to pay you within the first six (6) mouths of occupancy and which you are entitled to receive shall be the ninety percent (90%) of your Community Fee, at termination minus any outstanding fees or charges unless paid separately (including without limitation any costs incurred by us at your request and set forth in writing, signed by both you and us, in a separate addendum or appendix to this Agreement). Outstanding Monthly Fees, Ancillary Services Fees, and refurbishing fees will not be automatically deducted from the refund of the Community Fee unless you or your representative so directs.

## **4 MONTHLY FEES**

**4.1 Payment.** During the Term of this Agreement, you shall pay the applicable Monthly Fee for the Independent Living Unit. As of the date of this Agreement, the applicable Monthly Fee for your Independent Living Unit is \$\_\_\_\_\_ per month. **The Monthly Fee is due and payable in advance, on or before the 5th day of each month;** provided, however, that the Monthly Fee for the month during which you first take occupancy of an Independent Living Unit shall be payable before occupancy and will be pro-rated from the date of occupancy.

**4.2 Joint Residents; Marriage.** Joint Residents occupying the same Independent Living Unit shall pay one Monthly Fee and one 2<sup>nd</sup> Occupant Fee. If Joint Residents occupy different Independent Living Units, the Joint Residents shall each pay the full Monthly Fee for their respective Independent Living Unit. This fee structure applies to Joint Residents who move to the Community together and to a Resident who moves to the Community, subsequently marries, and has his or her spouse then be accepted to the Community.

**4.3 Adjustments.** The Monthly Fee may be revised from time to time. We generally adjust fees on a semi-annual basis after having evaluated such factors as we perceive to be relevant to the costs associated with operating the Community and other financial requirements. We reserve the right at any time, upon thirty (30) days' notice to you, to adjust the Monthly Fee or issue a surcharge to reflect any additional cost or liability for which there is no adequate, budgeted reserve, including without limitation tax liability for real estate taxes relating to the Community, increased operating expenses, emergency expenses and inflation.

**Effect of Temporary Transfer.** In the event that you temporarily transfer to another Woodlands Apartment or a Continuing Care Unit or to an Off-Site Care Facility, you shall pay the Monthly Fee for your permanent Independent Living Unit in addition to the Monthly Fee for the temporary Woodlands Unit, Continuing Care Unit or accommodation at the Off-Site Care Facility, as the case may be. Payment of the Monthly Fee for your permanent Independent Living Unit assures that your Independent Living Unit will remain available to you during the time you are temporarily transferred.

We anticipate that while you continue to pay the Monthly Fee for your permanent Independent Living apartment pursuant to a temporary transfer in accordance with this subsection, we will recognize cost savings on raw food and housekeeping. Accordingly, during the time of your temporary transfer, your Monthly Fee for the permanent Independent Living Apartment may be adjusted as follows: (1) if a single Resident or one Joint Resident transfers, the Monthly Fee will be reduced by a single Non-Occupancy Credit; (2) if both Joint Residents transfer from a double occupancy Apartment, the Monthly Fee will be reduced by the two person Non-Occupancy Credit; (3) if both Joint Residents transfer from separate Independent Living Units, each Joint Resident's Monthly Fee shall be reduced by the respective Non-Occupancy Credit. Upon your return to the permanent Independent Living Apartment, you shall resume paying the current Monthly Fee associated with such Independent Living Apartment.

**4.4 Effect of Permanent Transfer.** For a period of thirty (30) days following the Departure Date, you shall be responsible for payment of the Monthly Fee for the vacated Woodlands Unit unless a 30-day move-out notice has been given.

**4.5 Effect of Termination of Agreement.** If you terminate this Agreement, or if we terminate this Agreement for good cause in accordance with Section 8.2, or if this Agreement should terminate by reason of your death, you or your estate shall be responsible for the payment of the Monthly Fee for the vacated Woodlands Unit, minus the Non-Occupancy Credit, until either (1) all the conditions are met in Section 3.6 of this Agreement have been fulfilled.

## **5 OTHER FEES OR COSTS**

**5.1 Ancillary Services Fees.** During the term of this Agreement, you shall pay fees to us for any Ancillary Services provided to you. We may from time to time revise our fee schedule for Ancillary Services which we provide and such change shall take effect upon the giving of thirty (30) days' notice of such increase to you, except that changes required by state or federal assistance programs shall be effective immediately. All Ancillary Services provided by us shall be billed to you on your monthly statement, and payment shall be due immediately upon the rendering of an invoice for such services.

**5.2 Other Services.** Other services not billed by us and any other services arranged by you shall be billed directly to you, and we shall have no responsibility for payment of or collecting payment for such services.

**5.3 Vacancy Fee.** Each time you permanently vacate a Woodlands Apartment irrespective of the length of time of occupancy, you may need to pay a Vacancy Fee to us to cover the reasonable costs of cleaning and refurbishing the Woodlands Apartment, including but not limited to cleaning or replacement of carpeting, spackling and/or painting of walls, removing any customized improvements and generally restoring the Woodlands Apartment to its original condition, or any other appropriate repairs, at our discretion, to bring the Woodlands Apartment back to a like-new condition. Refurbishments, replacement, cleaning or any other appropriate repairs that can be completed by The Woodlands staff may be charged at actual cost. If outside contractors are required, The Woodlands may solicit up to three (3) bids for such work. Apartments that have been customized, may be marketed and offered as is to prospective residents, if accepted by new resident, there may be no restoring fee to vacating resident or family.

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

## **6 FINANCIAL INABILITY TO PAY**

In the event you are unable to pay your Monthly Fee and you shall notify the Executive Director that you are unable to meet your financial obligations now or in the future, at which time you will give notice to vacate the independent living unit within 30 days or if you are financially able to relocate to a different Woodlands apartment.

**6.1 Transfer.** If requested by us, you will transfer to an alternate Woodlands Apartment at the Community if and when available.

**6.2 Periodic Financial Statements.** You may be required to provide periodic statements of your financial condition and copies of your income tax returns as we may request from time to time. You will notify us of any and all asset(s) changes that may affect your ability to fulfill your obligation's to us. We may request documents from third parties regarding your financial condition such as banks or government agencies, and you agree to execute authorizations for release of the requested information.

## **7 TRANSFERS**

**7.1 Temporary and Permanent Transfers.** For the purposes of this Agreement, a temporary transfer is a transfer of an anticipated finite duration. During a temporary transfer, your permanent Independent Living Apartment shall remain available to you as long as you continue to pay the fees in accordance with Section 4.1. A permanent transfer is a transfer of indeterminate duration. During a permanent transfer, you shall be requested to release the Independent Living Apartment. After a permanent transfer, if you are able to return to the Independent Living Apartment previously occupied at the Community, you shall have the right to occupy the Independent Living Apartment subject to availability of such Independent Living Apartment. After a permanent transfer, if your previously occupied Independent Living Apartment is not available, we shall give you priority over non-residents on the waiting list for the Community for another Woodlands Apartment; or if it is not medically appropriate for you to return to the Community and you desire admission to The Gardens, as appropriate, The Gardens shall give you priority status over non-residents on the waiting lists of such facilities.

**7.2 Transfer at Your Election.** You may elect to transfer on a temporary or permanent basis to an alternate Woodlands Apartment, Continuing Care Unit or Off-Site Care Facility by giving notice to us. All transfers within the Community shall be subject to the availability of the elected alternate unit and to our approval. A permanent transfer to a Continuing Care Unit or to an Off-Site Care Facility shall not be deemed a termination of this Agreement unless you elect to terminate this Agreement pursuant to Section 8.1 of this Agreement.

**7.3 Transfer at Our Election: Non-emergency.** All decisions regarding transfers, except for emergency transfers, shall be made by a committee consisting of the Executive 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 persons also will be consulted if you request.) We attempt to interact with you or your representative with the goal of achieving a consensus although a consensus is not always achieved.

You shall not be transferred, temporarily or permanently, to a different Woodlands Apartment or Continuing Care Unit or Off-Site Care Facility unless (1) in the opinion of the Committee, such transfer is deemed appropriate for the protection of your health or safety or the welfare of the other residents or (2) in the opinion of the Committee, the transfer is deemed necessary due to financial inability to pay, or (3) in the case of a permanent transfer to an Off-Site Care 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 Independent Living Unit is occupied by Joint Residents, a remaining Joint Resident may continue to occupy the Independent 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 transfer within ten (10) days of receipt of the notice. If you or your representative do not consent to the transfer, the Committee may contact Fairfax County Social Services, Adult Protective Services. If Fairfax County Social Services, Adult Protective Services, Adult Protective Services concludes such transfer is deemed appropriate for the protection of your health or safety or the welfare of the other residents, you and or your representative does not consent to the transfer, we may consider such refusal to constitute good cause for us to terminate the Agreement in accordance with Section 8.2

If you or your representative does not consent to either the transfer or the Ancillary Services, we may consider such refusal to constitute good cause for us to terminate the Agreement in accordance with Section 8.2

**7.4 Transfer at Our Election: Emergency.** If your health and safety or the health and safety of other residents require immediate action, the Executive Director, may transfer you from your current Independent Living Apartment to a different Woodlands Apartment or Continuing Care Unit or an Off-Site Care 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 another Woodlands apartment or Continuing Care Unit during a period that you are suffering from legal incompetency, you agree to be bound by the terms of the applicable residence and care agreement for such facility agreement in effect at the time of such transfer.

**7.5 Use of Independent Living Apartment.** In the event of a temporary transfer, whether due to your election or our election, your prior Independent Living Apartment will remain available to you as

long as you continue to pay the Monthly Fee for the permanent Independent Living Apartment in accordance with Section 4.4. In the event of a permanent transfer, whether due to your election or our election, you or your representative shall sign and give to us a Unit Release form, advising us of your Departure Date. You or your representative shall then be responsible to vacate the Independent Living Apartment and to remove all personal possessions from the Independent Living Apartment. We shall have the right to show the Independent Living Apartment to interested applicants as of the date indicated in the Apartment Release Form.

If you fail to vacate the Independent Living Apartment 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 sole expense until disposition can be made. We assume no responsibility for your stored possessions.

## **8 TERMINATION**

**8.1 Termination by You.** You may terminate this Agreement at any time and for any reason by giving notice to us of your intention to terminate.

**8.2 Termination by Us.** Any decision by us 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 and limited to:

- (1) Non-payment of fees;
- (2) Evidence that you are a danger to yourself or others;
- (3) Repeated conduct by you that interferes with other residents' quiet enjoyment of the Community;
- (4) Your persistent refusal to comply with reasonable written Rules and Regulations of the Community;
- (5) 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
- (6) A material breach by you of the terms and conditions of this Agreement.

Except for termination due to non-payment of fees, we will not terminate this agreement until we have given you written notice stating the grounds for the termination and a reasonable period of time to vacate. The effective date of such termination shall be stated in the written notice. In the event of nonpayment of fees, we will give written notice to you that you are in default under this Agreement for non-payment of fees. We may charge you interest on the overdue amount of one percent (1%) 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. 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.



**8.3 Vacating the Apartment.** 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 the Apartment Release Form. You or your representative shall then be responsible to vacate the Independent Living Apartment and to remove all personal possessions from the Independent Living Apartment. We shall have the right to show the Independent Living Apartment to interested applicants as of the date indicated in the Apartment Release Form or your verbal notice.

If you fail to vacate the Independent Living Apartment by the indicated Departure Date or, in the event of a termination by us, within the required time from the notice of termination as provided in Section 8.2, 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 can be made. We assume no responsibility for your stored possessions.

## **9 RIGHTS WITHIN THE COMMUNITY**

**9.1 Community Rules and Regulations.** We shall promulgate rules and regulations from time to time governing the conduct of all residents and shall provide you with a copy of such rules and regulations. You agree to abide by all such rules and regulations, and generally to conduct yourself in such a manner as to promote the peace and harmony of the Community. You shall enjoy the fullest measure of independence consistent with the accommodation in which you live, subject, however, to the limitations of the reasonable policies and procedures now or hereafter adopted by us for the conduct and care of all residents.

**9.2 Residents' Association.** You shall have the right to participate fully in any Residents' Association which is formed by residents of the Community or other organization of residents by whatever name designated and to meet privately to conduct business.

**9.3 Access to Independent Living Apartment at the Community.** You acknowledge and accept our right to enter your Independent Living Apartment in order to carry out the purpose and intent of this Agreement, and you expressly authorize such entry for the following purposes: (1) performance of authorized housekeeping duties, (2) response to medical emergencies, (3) response 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, and (6) enforcement of the Community's policies and procedures. We acknowledge and hereby agree to respect your right to privacy and agree to limit uninvited entry into the Independent Living Unit at the Community to emergency situations and scheduled or authorized work as set forth in this paragraph.

**9.4 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 or 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 Independent Living Unit and, if applicable, the right to use the Garage Space. Any rights, privileges or benefits under this Agreement shall be subordinate to any mortgage or deed of trust or leasehold interest on any of our 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. You hereby agree that you will, upon our request, execute and deliver any document that 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 government agency or to evidence the same, and appoint us as your attorney in fact to accomplish that purpose.

**9.5 Limitation of Liability.** We shall not be responsible for the loss of any personal property belonging to you due to casualty, theft or any other cause. Our liability for damage to or loss of your personal property shall be limited to damage or loss caused by negligent acts or omissions of us or of our employees acting within the scope of their employment.

**9.6 Insurance.** You shall procure and maintain at your expense sufficient renter's insurance coverage which shall include (1) damage of, loss to, or theft of Resident's personal property maintained at the community; and (2) personal liability insurance covering bodily injury, including death, personal injury and property damage to the property of The Woodlands or others arising out of an act or omission of Resident. Evidence of such insurance shall, at The Woodland's request, be provided prior to occupancy.

**9.7 Damages to our Property.** You shall reimburse us for any costs incurred or damages suffered by us as a result of your carelessness, negligence or wrongful acts or those of your guests.

**9.8 Unauthorized Transfers of Property.** The financial information submitted by you or on your behalf is a material aspect upon which we are reasonably relying in determining your qualifications for becoming a resident of the Community. Being able to meet the minimum 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 a resident who depletes his or her 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 ourselves from a situation wherein a resident divests him/herself of those assets for the purpose of qualifying for assistance or reduction of Monthly Fees, you agree not to divest yourself of, sell, or transfer any assets or property interests (excluding expenditures for your normal living expenses) that would result in a reduction in your net worth (assets less liabilities) which is below the minimum criteria to become a Community resident without having first obtained our written consent.

**9.9 Admission of Resident's Spouse.** If, after you become a resident of the Community, your spouse desires to become a resident of the Community, he or she must comply with all the same requirements as any other prospective resident then desiring to gain admission to the Community. If he or she is granted admission, your Monthly Fee may change as provided in Sections 3.2, 3.4.2, and 4.2 herein. If your spouse fails to fulfill such requirements and therefore cannot reside within the Community, you may terminate this Agreement as provided in Section 8.1 or may continue to reside within the Community without your spouse.

**9.10 Continuation of Residency.** You have a right to continue as a resident of the Community provided that you fulfill your obligations under this Agreement, including abiding by the Community's rules and regulations and making all payments required hereunder, and provided that your physical and mental health permit you to function at a level consistent with the independent-living environment of the Community. If your health deteriorates, either temporarily or permanently, such that our Committee concludes, upon consultation with you or your representative, that it is necessary for your health or safety or for the welfare of other residents that you relinquish, either temporarily or permanently, your Independent Living Unit, or if you fail to fulfill your payment obligations hereunder, we will proceed as set forth in Sections 7.3, 7.4 and/or 8.2.

**9.11 Religious Services; No Religious Affiliation of The Woodlands or Affiliates.** We often make arrangements for Religious Leaders to provide ecumenical services at the Community as one of the amenities provided to residents. However, we and our Affiliates are for-profit entities with no affiliation with any religious organization. There are no religious organizations that maintain financial control over us or our Affiliates.

## **10 MISCELLANEOUS PROVISIONS**

**10.1 Documents Incorporated by Reference.** This Agreement includes and incorporates by reference all the documents listed on Schedule A and which are indicated as being attached hereto. You acknowledge that we will rely on your statements in these documents and warrant that all statements are true and complete to the best of your knowledge.

**10.2 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.

**10.3 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.

**10.4 Entire Agreement.** This Agreement and the documents referenced in Section 10.1 represent the entire agreement between you and us and your Guarantor, if any, and supersede all prior agreements and negotiations. Except as contained herein or in any contemporaneous, written agreements, there are no promises or agreements between the parties.

**10.5 Amendment.** This Agreement shall be amended only in writing, signed by you and us.

**10.6 Disclosure Statement.** You hereby acknowledge that you received a recent disclosure statement of The Woodlands at least three (3) days before signing this Agreement or before transferring any money to us, whichever is earlier, and have reviewed such statement.

**10.7 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, to the extent provided by law you retain 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.

**10.8 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.

**10.9 Venue.** All parties to this Agreement, including The Woodlands, the Affiliates, the Resident, and Guarantor(s), if any, agree that venue for any action for the enforcement, construction,

rescission, termination of, or any action arising out of this Agreement shall be in Fairfax County, Virginia. All parties agree that the filing of any action may include a request for an expedited hearing.

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

**10.11 Priority Admissions to The Gardens.** The Gardens has joined in this Agreement solely for the purposes described in this Section. The Gardens agrees to provide you with priority admission status to their facility if you so choose. If you wish to become a resident of The Gardens, you must execute a separate agreement with the appropriate entity.

## **11 DEFINITIONS**

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

**Adjustments:** A change in the monthly service fee for the independent living unit.

**Agreement:** This document, including all exhibits, schedules, documents incorporated by reference, supplements, amendments, or addenda, as signed by us, you and/or any Guarantor.

**Ancillary Services:** Those services made available by us and/or provided by approved providers, the cost of which is not included in the Monthly Fee, as described in Section 1. The cost for Ancillary Services may be changed from time to time by us as provided in Section 5.2 or by the outside providers.

**Assisted Living Unit:** Room accommodations in The Gardens for a resident who is unable to perform normal functions necessary to live in an Independent Living Unit, but who needs a lesser degree of medical care, personal care and service than is provided in a nursing facility.

**Community:** The retirement community in Fairfax, Virginia owned and operated by The Woodlands.

**Community Fee:** The community fee required to be paid to us on or before the Occupancy Date, as set forth in Section 3.1 of this Agreement, and if applicable, the Garage Fee

**Continuing Care Unit:** Applies generally to an Assisted Living Unit.

**Covered Services:** Those services specified in Section 1 of this Agreement made available by us for the Monthly Fee.

**Departure Date:** The date on which you or, in the event of your death, your personal representative or family, vacates the Independent Living Apartment after providing us with a verbally notice to the Executive Director or Marketing Director or a signed Apartment Release Form and removing all possessions from the Independent Living Apartment. If you or your personal representative or family do not timely provide us with a signed Apartment Release Form or remove the possessions, the Departure Date shall be the date that we remove all possessions from the Independent Living Apartment and places them in a general storage area at the Community or in a commercial storage facility, all at your expense until disposition can be made.

**Double Occupancy Fee:** The fee payable in the event that Joint Residents occupy the same Independent Living Apartment.

**Executive Director:** The Chief Executive Officer of the Community appointed as such by The Woodlands.

**Garage Fee:** The fee payable in addition to your monthly Fee in the event that you choose, subject to availability, to rent the exclusive right to use for as long as you own and operate a state register and licensed vehicle. If your automobile has been unused by yourself for a period of 5 months due to non-medical or health issues The Woodlands reserves the right to cancel your garage parking space. If your vehicle is unused for a period of 5 months due to medical or health related issue you may be asked to provide a doctor's report as to when and if you are able to resume driving. Garage parking spaces are non-assignable, this includes family member(s) and or private hire staff that you may employ. If a particular Garage Space is not designated in this Section at the time this Agreement is executed, this Section shall be deemed not applicable

**Garage Space:** The Garage Space identified in Section 1.11 as the particular garaged parking space designated for your use under the terms of this Agreement.

**Guarantor:** Any person or persons who guarantee your obligations to pay the Monthly Fee and fees for Ancillary Services or any other fee payable by you under the terms of this Agreement.

**Independent Living Apartment:** The Independent Living Apartment identified in Section 1.2 as the Woodlands Apartment designated for your occupancy under the terms of this Agreement.

**Monthly Fee:** The current monthly rate charged for the Independent Living Apartment. Fees for Independent Living are based on the currently established rate for this service as determined by us. Adjustments to the Monthly Fee shall be made in accordance with Section 4.3.

**Non-Occupancy Credit:** You may receive a Non-Occupancy Credit to reduce your Monthly Fee when you or a Joint Resident is transferred temporarily. 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 B. Adjustments to and policies concerning the Non-Occupancy Credit are made by us.

**Notice:** For the purposes of this Agreement, notice shall be deemed to have been given to you when made in writing deposited in your message box or personally delivered to you at the Community, and to us when personally delivered in writing to the office of the Executive Director at the Community and to General Counsel at the corporate office located at 4320 Forest Hill Drive, Fairfax, Virginia 22030. If you have not yet taken possession of the Independent Living Unit, 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 Care Facility, notice shall be given by first-class mail, postage pre-paid, to you at such facility and shall be deemed to be effective on the third day following such mailing.

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

**Off-Site Care Facility:** A care facility not located on the campus of the Community and not owned or operated by us to which residents are transferred by us for care in the event that the level of care or special services deemed necessary or advisable for a particular resident is temporarily unavailable or is not provided at the Community, including a facility such as a hospital.

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

**Security Deposit:** A security deposit is a deposit of money to The Woodlands to ensure that rent will be paid and other responsibilities of the lease performed (e.g., paying for damage caused by the tenant).

**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 fees.

**Statement of Financial Inability to Pay:** The statement described in Section 6.1 herein prepared and filed by you on appropriate forms provided by us in the event your sources of funds are inadequate for you to make the payment required under this Agreement.

**Surcharge:** An additional fee payable by a resident or independent living unit.

**Vacancy Fee:** The fee payable by a resident who has occupied an Independent Living Apartment which covers the reasonable costs of cleaning and refurbishing the unit upon the resident's vacating the apartment. Refurbishing shall include spackling, painting, housekeeping, carpet replacement or cleaning, and removing any customized improvements to the Apartment. It is intended that the Apartment shall be restored to its condition when it was originally occupied. Determination of the extent of refurbishment shall be established by the Executive Director.

**Woodlands Unit:** Generally refers to any living unit available in the Community.

(Signatures Appear on the Following Pages)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

WITNESS:

RESIDENT:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

WITNESS:

THE WOODLANDS:  
THE WOODLANDS RETIREMENT  
COMMUNITY, LLC, a Virginia limited  
liability company

By: The Woodlands Retirement  
Community, LLC a Virginia limited liability  
company, its Managing Member

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_  
Robert Bainum, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

WITNESS:

THE GARDENS:  
VIRGINIA GARDENS, L.L.C., a Virginia  
limited liability company

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_  
Robert Bainum, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# The Woodlands Retirement Community

## Bed Bugs Policy

### **Policy:**

Woodlands Management and residents shall work together to identify, treat and control the spread of **bed bugs** in accordance with the following procedure. The Woodlands will make the initial contact with a professional, certified pest control company for a determination of infestation. The cost of treatment will be the resident's responsibility.

### **Purpose:**

To set guidelines and procedures in order to deal with bed bugs infestation.

### **Procedure:**

In the event of a bed bugs complaint, the front desk staff shall immediately contact the Director and the maintenance supervisor. Immediately upon receiving the report of potential bed bugs from the resident or staff, the Director and/or the maintenance supervisor shall visit any room reporting bed bugs.

The manager(s) shall contact the contracted pest control company to inspect the potentially affected room(s). The maintenance supervisor and the pest control company shall inspect the reported room and adjacent room(s) for signs of bed bugs, i.e.: bugs and droppings.

If bed bugs are suspected to be in a room, a pest control company will inspect the suspected area and determine if there are bed bugs. The resident(s) shall be informed that they are required to wash and dry their clothes, including the clothes they are wearing, in small loads and on high heat as soon as possible to ensure any bed bugs are killed and again when treatment is being done of the infected area. Nothing shall be removed from the apartment without the permission of a community director, so that any infected items may be removed in a manner that will not spread the infestation.

## **Bed Bugs Policy continued:**

The cost of treatment is the residents' responsibility.

Residents will follow the recommendations of management.

Infected furniture and or mattresses will be covered in plastic before being removed from the infected area. Mattresses that remain in use, need to be incased in a bed bug bag: if bed bugs are found again in the same apartment you may be required to remove the mattress and or furniture from the property.

As a preventive or quick identification measure:

- The Facilities Director, Maintenance Supervisor and Housekeeping staff shall be provided information annually on bed bugs.
- The Maintenance Supervisor and Housekeeping, shall keep an accurate record of all events of bed bugs reports.
- The Woodlands staff shall be provided educational materials on pests such as bed bugs, and how to identify and report pests.

As a preventive measure the pest management contractor may perform a random inspection of at least 1/10th of residences every year.

This policy and procedure may be updated from time to time as needed. Any and all changes will be approved by administration before being implemented.

**SCHEDULE A**

**DOCUMENTS ATTACHED AS APPENDICES HERETO**

**APPENDIX**      **DOCUMENT**

1.      Admissions Application and Deposit Agreement
2.      Financial Information Form
3.      Resident Information Form (including medical records)
4.      Agreement to Customize the Woodlands Unit
5.      Refund of Entrance Fee Form
6.      Apartment Release Form

(Please print or type):

Date: \_\_\_\_\_

Applicant's Name : \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse or Co-Applicant's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Marital Status: \_\_\_\_ Married, \_\_\_\_ Widowed, \_\_\_\_ Single.

Current Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Seasonal Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Seasonal Date: From \_\_\_\_\_ To \_\_\_\_\_

I/We hereby make application for admission to the retirement community owned and operated by The Woodlands Retirement Community, LLC ("The Woodlands").

I/We prefer as a living accommodation:

One Bedroom (The Willows)

One Bedroom & Study (The Maples)

1<sup>st</sup> Choice # \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ 3<sup>rd</sup> \_\_\_\_\_

1<sup>st</sup> Choice # \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ 3<sup>rd</sup> \_\_\_\_\_

Two Bedroom (The Elms)

Two Bedroom & Study (The Oaks)

1<sup>st</sup> Choice # \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ 3<sup>rd</sup> \_\_\_\_\_

1<sup>st</sup> Choice # \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ 3<sup>rd</sup> \_\_\_\_\_

I/We are interested in a garage parking space. Space # \_\_\_\_\_

The fully refundable deposit of \$ \_\_\_\_\_, is payable at time of settlement. There is a monthly fee of \$ \_\_\_\_\_.

I/We wish to do one of the following: (Check 1 of the 5 following boxes):

- 1<sup>st</sup> Choice Immediate Reservation: I/We understand that the first choice apartment type indicated above is available and we wish to move as soon as the apartment is ready for occupancy and I/we have completed the application process.
- 2<sup>nd</sup> Choice Immediate Reservation: I/We understand that the 2<sup>nd</sup> choice apartment

type indicated above is available and we wish to move as soon as the apartment is ready for occupancy and I/we have completed the application process. However, if our 1<sup>st</sup> choice apartment type indicated above becomes available, I/we reserve the right of first refusal of our 1<sup>st</sup> choice.

- 3<sup>rd</sup> Choice Immediate Reservation:** I/We understand that the 3<sup>rd</sup> choice apartment type indicated above is available and we wish to move as soon as the apartment is ready for occupancy and I/we have completed the application process. However, if our 2<sup>nd</sup> or 1<sup>st</sup> choice apartment type indicated above becomes available, I/we reserve the right of first refusal.
- Futures List:** I/We wish to establish priority status with the intent of moving at a later date to an apartment, which meets, my/our preference indicated above.
- Standby List:** I/We would like to move to the next available apartment, which meets my/our preference indicated above.

I/We have read and understand the Conditions set forth on the following page.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date of Execution

**RECEIPT:**

You have made a 10% deposit in the amount of \$\_\_\_\_\_ to reserve apartment #\_\_\_\_\_, a \_\_\_\_\_ style of apartment.

The check has been made payable to: The Woodlands Escrow

\_\_\_\_\_  
The Woodlands Representative      \_\_\_\_\_  
Date

**The Woodlands Retirement Community**  
4320 Forest Hill Drive  
Fairfax, Virginia 22030-5651  
703-667-9801

## Conditions of Futures Priority List

### Deposit Agreement

10. Priority on the Futures List is determined by your Application Deposit date, with earlier dates having higher priority. Paying the refundable application deposit and the processing fee will ensure that you are placed on the list you designated.
11. Prior to moving to The Woodlands, applicants must complete the admissions process.
12. Joining the Futures or Standby List does not ensure that the amount of the Entrance Fee will not change before an applicant enters the community.
13. Your \$1,000 Application Deposit, whether deposited to reserve an apartment or to join the Futures List, will be credited in full towards your Entrance Fee when you begin your move to The Woodlands.
14. All deposits will be held in escrow and will be returned to you (a) if the deposits have not been released within three years after placement in escrow (but in any event within six years after placement in escrow unless specifically approved by the State Corporation Commission) or within a longer period as deemed appropriate by the State Corporation Commission; (b) if you pass away before occupying a unit; ; ( c) upon rescission of the Residence and Care Agreement; or (d) within 30 days of your written request.
15. As you complete your move to The Woodlands, all of your deposits will remain in escrow until either (a) you occupy your apartment or (b) the apartment is available for immediate occupancy.
16. Any interest earned on deposits in escrow will be credited to The Woodlands.
17. The one-time processing fee is refundable only if (1) you rescind the Residence and Care Agreement within 7 days of making an initial deposit or executing the Agreement; or (2) you are precluded from occupying the unit due to illness, injury, incapacity or death.

## **APPLICATION INFORMATION**

### ***CHOOSING YOUR APARTMENT***

To choose your apartment at The Woodlands, please schedule an appointment with our admissions coordinator who will help you choose an apartment with the size, features and location you desire.

### ***APPLYING FOR ADMISSION***

If you are ready to move to The Woodlands and the type of apartment you want is available, after you have selected your apartment, you will be asked to complete the following steps in the admissions process in a timely manner:

1. Complete the Application Form and mail it to the Marketing Department in the amount of \$1,000 as a fully refundable deposit to hold your apartment, check should be made payable to The Woodlands. The \$1,000 deposit will count toward your final Non-Refundable Community Fee balance when due.
2. Complete the Financial Information Form and return to The Woodlands marketing office.
3. Call the marketing office and schedule an appointment for your Pre-Residency Health Evaluation and Interview. Please complete the Pre-Residency Health Form and bring it with you to the interview.
4. Our Admissions Committee will review your application and you will be notified promptly of the decision.
5. *If you are making a deposit on an apartment*, an amount \$1,000.00 is due within 10 days of receiving your acceptance letter from the Admissions Committee. This \$1,000.00 deposit is also fully refundable and will count toward your final Non-Refundable Community Fee balance when due.
6. Prior to occupancy, you will schedule an appointment to settle on your apartment and pay the balance of your Non-Refundable Community Fee prior to your move-in date. The Woodlands reserves the right to do a health re-screening to determine whether you still qualify for independent living.

### ***JOINING OUR FUTURES LIST***

If you have decided to come to The Woodlands, but you are not sure when you would like to move, you will want to join our Futures List. A fully refundable \$1,000 application deposit will establish your priority position for admission to The Woodlands with your priority based on the date we receive this application.

To join the Futures List:

1. Complete the application form on the facing page. Check the box marked “Futures List.” Also indicate the type of apartment you think you would prefer by checking the appropriate box. You may list your first, second and third choice.
6. Write one check for the fully refundable Application Deposit of \$1,000 payable to The Woodlands.
7. Return your application and check to the Market Department.
4. Upon receiving your application and deposit, we will send you a letter confirming your priority status.



**Financial Information Form  
THE WOODLANDS RETIREMENT COMMUNITY, LLC**

All information provided is kept confidential.

Name \_\_\_\_\_

Spouse \_\_\_\_\_

Address \_\_\_\_\_ Phone Number \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**ASSETS:**

Checking Account Bank: \_\_\_\_\_ \$ \_\_\_\_\_

Address: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Checking Account Bank: \_\_\_\_\_ \$ \_\_\_\_\_

Address: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Savings Account Bank: \_\_\_\_\_ \$ \_\_\_\_\_

Address: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Certificate of Deposit Bank: \_\_\_\_\_ \$ \_\_\_\_\_

Address: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Certificate of Deposit Bank: \_\_\_\_\_ \$ \_\_\_\_\_

Address: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Real Estate \_\_\_\_\_ \$ \_\_\_\_\_

Real Estate \_\_\_\_\_ \$ \_\_\_\_\_

Other Assets: \_\_\_\_\_ \$ \_\_\_\_\_

Other Assets: \_\_\_\_\_ \$ \_\_\_\_\_

Other Assets: \_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL ASSETS: \$ \_\_\_\_\_**

**Date:** \_\_\_\_\_

**LIABILITIES**

Mortgage	_____	\$ _____
Autos	_____	\$ _____
Other	_____	\$ _____
Other	_____	\$ _____
Other	_____	\$ _____
Other	_____	\$ _____
Other	_____	\$ _____

**TOTAL LIABILITIES:** \$ \_\_\_\_\_

(Assets minus Liabilities) **TOTAL NET WORTH:** \$ \_\_\_\_\_

**Date:** \_\_\_\_\_

**SOURCES OF MONTHLY INCOME**

Social Security	_____	\$ _____
	_____	\$ _____
Pensions	_____	\$ _____
	_____	\$ _____
Annuities	_____	\$ _____
Investment Income	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
Other Income	_____	\$ _____
 TOTAL MONTHLY INCOME		 \$ _____

Who will be responsible for payment of your bills?  SELF     OTHER

If "Other", please give his or her name, address and phone number.

Name \_\_\_\_\_ Phone (    ) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

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 The Woodlands deems necessary to verify my financial position. I also understand that my approval may be revoked at any time should any of the information prove to be substantially false.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Representative of The Woodlands

\_\_\_\_\_  
Date

## **EXAMINING PHYSICIAN**

Please follow the instructions below and complete the **MEDICAL HISTORY** report.

The applicant is responsible for any professional fee for this examination.

### **INFORMATION:**

The Woodlands Retirement Community seeks residents whose medical and mental conditions do not pose high risks in the foreseeable future for extraordinary personal care or nursing services. Your appraisal will enable us to evaluate the eligibility of the applicant, considering such elements such as the following:

- Has the ability to exit the premises in an emergency;
- Has a condition that may pose a danger to self or others;
- Has a high risk of needing long term care;
- Has a condition which will affect life expectancy, and
- Has the ability to live happily in a group setting.

### **INSTRUCTIONS:**

- The medical examination on which this report is based must be within the past 3 months. Please return this Medical History report in the enclosed self-addressed stamped envelope.
- Please inform your patient that you will mail this report to The Woodlands Retirement Community.
- If you have questions, please contact us at **703-667-9800**.

## MEDICAL HISTORY REPORT

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Date of Birth: \_\_\_\_\_ Sex: \_\_\_\_\_ Marital Status: \_\_\_\_\_  
\_\_\_\_\_

**ABILITIES:** Check the activities that the applicant can perform independently:

Drive     Routine Housekeeping     Shop     Prepare Meals  
 Bathe     Dress     Administer Own Medications

---

### PHYSICAL EXAMINATION:

Tuberculin Test

The Woodlands requires a tuberculin test within the last 30 days OR a chest X-ray within the last 6 months.

Dates of Last Mantoux: \_\_\_\_\_ Results: \_\_\_\_\_

Chest X-Ray: \_\_\_\_\_ Results: \_\_\_\_\_

Free from communicable disease:     Yes     No

If no, please describe: \_\_\_\_\_

Describe any hearing and/or vision impairments along with any corrective devices:  
\_\_\_\_\_

Physical Condition: Please check the appropriate choice.

Ambulation:  Independent,     Walks w/ assistance, Explain: \_\_\_\_\_

Endurance     >50 yards     25-50 yards     <25 yards

Incontinent:     No,     Yes. If yes, is patient able to self managing?     Yes,     No

**MEDICAL HISTORY REPORT CONTINUED:**

**PAST HISTORY:** Check all that apply and attach separate sheet explaining details as necessary.

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> ulcer   | <input type="checkbox"/> mental disease | <input type="checkbox"/> glaucoma       |
| <input type="checkbox"/> asthma  | <input type="checkbox"/> hernia         | <input type="checkbox"/> arthritis      |
| <input type="checkbox"/> cancer  | <input type="checkbox"/> diabetes       | <input type="checkbox"/> kidney disease |
| <input type="checkbox"/> hypertension                                    | <input type="checkbox"/> heart disease  | <input type="checkbox"/> epilepsy       |
| <input type="checkbox"/> rheumatic fever                                 | <input type="checkbox"/> dementia       | <input type="checkbox"/> depression     |
| <input type="checkbox"/> typhoid fever                                   | <input type="checkbox"/> paralysis      | <input type="checkbox"/> tuberculosis   |
| <input type="checkbox"/> Other, including surgery, fractures, etc. _____ |   |   |
- 

**PSYCHOLOGICAL FACTORS:**

Mental Condition: Choose appropriate answer for each one.

- |                  |                                 |                                    |                                |
|------------------|---------------------------------|------------------------------------|--------------------------------|
| <b>Alert</b>     | <input type="checkbox"/> always | <input type="checkbox"/> sometimes | <input type="checkbox"/> never |
| <b>Forgetful</b> | <input type="checkbox"/> always | <input type="checkbox"/> sometimes | <input type="checkbox"/> never |
| <b>Confused</b>  | <input type="checkbox"/> always | <input type="checkbox"/> sometimes | <input type="checkbox"/> never |

Chronic Complaints of:

- Depression (explain) \_\_\_\_\_
- Anxiety (explain) \_\_\_\_\_

Is there any evidence of memory impairment, emotional problems, neurosis, or psychotic behavior which may cause problems in a group situation?

\_\_\_\_\_

Is there any evidence of alcoholism or drug abuse?

\_\_\_\_\_

**ALLERGIES, DRUG SENSITIVITIES:** \_\_\_\_\_

**PRESENT MEDICAL CONDITIONS:** \_\_\_\_\_

**MEDICAL HISTORY REPORT CONTINUED:**

**DIAGNOSIS:** and/or significant medical problems, including memory impairments, history of aggressive behavior or agitated states:

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Patient has been informed of his/her diagnosis \_\_\_ Yes, \_\_\_ No

**RECOMMENDATIONS** for care including medication regime, therapy, diet etc.

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**Please provide “yes” or “no” answers to the following questions.**

**If any questions are answered “yes” please provide complete details in the space provided below.**

	YES	NO
1. Can the individual exit a private residence in an emergency? If yes: _____	___	___
2. Does the individual have a high risk of needing long term care? If yes: _____	___	___
3. Is there evidence of mental confusion? If yes: _____	___	___
4. Is there evidence of depression, anxiety, forgetfulness or memory loss? If yes: _____	___	___
5. Has the individual had psychiatric care within the past 10 years? If yes: _____	___	___
6. Is there a history of substance abuse? If yes: _____	___	___
7. Is the individual on a restricted or special diet? If yes: _____	___	___
8. Has there been any recent significant change in weight? If yes: _____	___	___

**MEDICAL HISTORY REPORT CONTINUED:**

	Yes	No
9. Does the individual have evidence of or history of heart disease? If yes: _____	___	___
10. Is there a history of a malignancy in the past 5 years? If yes: _____	___	___
11. Do you detect any condition or disease in this individual that might impair the health or comfort of other residents? If yes: _____	___	___
12. Is there any condition or disease that would affect the ability of this individual to live happily in a group setting? If yes: _____	___	___
13. Has this individual had a recent significant change in vision or hearing that would be or could lead to assistance? If yes: _____	___	___



**MEDICAL HISTORY REPORT CONTINUED:**

**INDEPENDENT LIVING CERTIFICATION:**

Based on my examination of: \_\_\_\_\_  
Name Date

I certify this patient to be physically and mentally capable of:

\_\_\_\_\_ Independent Living in an apartment **WITHOUT** assistance

\_\_\_\_\_ Not appropriate for Independent Living

**Physician's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name Printed:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Please return this form to:**

**The Woodlands Retirement Community**

**Attention: Marketing Department**

**4310 Forest Hill Drive**

**Fairfax, VA 22030**

**Telephone: 703-667-9801**

**Fax: 703-667-9809**

## AGREEMENT TO CUSTOMIZE THE WOODLANDS UNIT

This Agreement To Customize The Independent Living Apartment (the "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between The Woodlands Retirement Community, LLC ("we," and "our") and \_\_\_\_\_ (whether one or more, "you," and "your").

### RECITALS

The Woodlands Retirement Community located in the Fairfax, Virginia area (the "Community"). You have entered into a Residence and Care Agreement ("Residence Agreement") with us to or have occupied the following independent living apartment at the Community: \_\_\_\_\_ (the "apartment"). The normal appearance and customary features of a apartment of the same type as the Apartment are listed on Exhibit A attached hereto and incorporated herewith (the "Standard Condition").

You desire to make certain changes to the Standard Condition to customize the Apartment for your use. We are willing to allow the changes or by special arrangement make the changes you desire but only upon the following terms and conditions.

### 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 Work. We agree to provide your design team with the plans that are required for them to customize design, engineer, and construct the features and improvements (the "Improvements") listed on Exhibit B attached hereto and incorporated herewith. The Improvements will be deemed part of the Apartment and will therefore be our property.

2. Cost of the Improvements. You agree to pay the costs associated with the Improvements (the "Improvement Costs") as listed in Exhibit B. If you do not occupy the Apartment because you terminate the Residence and Care Agreement prior to occupancy, you understand and agree that you will not be entitled to a refund of the Improvement Costs from the Community.

3. Restoration Cost: Pre-Occupancy. If you do not occupy the Apartment because you rescind the Residence and Care Agreement prior to occupancy or because you occupy a different continuing care unit than the Apartment, we may, in our sole discretion, elect to restore the Apartment to the Standard Condition or to market the Apartment with the Improvements to a new resident. If we elect to restore the Apartment to Standard Condition, you agree that you will pay to us the costs to remove the Improvements and to restore the Apartment to its Standard Condition (the "Restoration Costs") within thirty (30) days of receiving a written invoice from us for such Restoration Costs.

4. Restoration Cost: Post-Occupancy. If either you or we terminate the Residence and Care Agreement after you have occupied the Apartment or if you are permanently transferred to a different continuing care unit, we may, in our sole discretion, elect to restore the Apartment to the Standard Condition or to market the Unit with the Improvements to a new resident. If we elect to

restore the Apartment to Standard Condition, you agree to pay to us the Restoration Costs within 30 days of our providing notice to you of such election to restore the Apartment.

5. Entire Agreement. This Agreement constitutes the entire agreement between you and us with respect to customizing and restoring the Apartment, and there are no oral agreements between you and us in connection therewith. This Agreement is incorporated into the Residence and Care Agreement, which remains in full force and effect. If there is any inconsistency between this Agreement and the Residence and Care Agreement, the Residence and Care Agreement shall govern. This Agreement may be amended only in writing executed by all parties.

6. Interpretation. The use of the singular shall be deemed to include the plural where such use is necessary for a reasonable interpretation of this Agreement.

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

8. 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 the Agreement had not contained the invalid or unenforceable provision.

9. Waiver. No delay on our part in exercising any of our rights under this Agreement shall operate as a waiver thereof, and no single or partial exercise of any such rights (including acceptance of late or partial payment by you) shall preclude other or further exercise thereof, or the exercise of any other rights.

10. Notices. Any notice, invoice, or payment under this Agreement to be given to a party maybe 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.

IN WITNESS WHEREOF, the parties have set forth their signatures below.

WITNESS:

RESIDENT:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Resident Signature

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Resident Signature

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

WITNESS:

THE WOODLANDS RETIREMENT  
COMMUNITY, LLC

\_\_\_\_\_  
Witness Signature

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

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

Address: 4320 Forest Hill Drive, Fairfax,  
Virginia 22030

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**THE WOODLANDS  
APARTMENT RELEASE FORM**

Resident(s): \_\_\_\_\_ Apt.#: \_\_\_\_\_

Departure Date: \_\_\_\_\_

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

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 full 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 5.4 of the Residence and Care Agreement, I/We will be responsible for paying costs associated with refurbishing the Unit, including but not limited to painting, re-carpeting, cleaning, and restoring the Unit to its original condition or other appropriate repairs in the Community's discretion. The estimated cost for refurbishing is \_\_\_\_\_. The cost for removing any customized or structural changes or any specialized refurbishing beyond normal wear and tear for will be evaluated post-occupancy.
4. The Community will provide the refund per the terms and conditions of Section 3.6.2 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.

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.

\_\_\_\_\_  
Signature of Resident or Resident's Representative

\_\_\_\_\_  
Date

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
The Woodlands Representative

\_\_\_\_\_  
Date

**SCHEDULE B**

**The Woodlands Ancillary Fee Schedule-2023**

Department	Ancillary Service	Fee
Administration	Guest Suite (Housekeeping service is provided after every 3 <sup>rd</sup> night. Additional housekeeping requests are billed as indicated below.)	\$125.00 per night
	Furnished Rental Apartment, when available (Housekeeping service is provided after every 3 <sup>rd</sup> night. Additional housekeeping requests are billed as indicated below.)	\$150.00 per night
	Rollaway Bed (with linens)	\$25.00 per night
Culinary	Lunch*	See Bistro Menu
	Dinner*	\$30.00
	Regular Sunday Brunch*	\$35.00
	Holiday Brunch*	\$45.00
	Child Meal (ages 12 and under)	\$12.95
	Room Service	\$5.00 per delivery
	Food Credit** (During hospitalization, assisted living, nursing home or medical treatment facility stay.)	\$15.00 per day, beginning on the 3 <sup>rd</sup> day of absence
	Food Credit** (Voluntary absence of 14 consecutive days or more. May be used two (2) times per calendar year.)	\$16.00 per day
Environmental Services	Maintenance, non-standard	\$40.00 per hour, plus material costs
	Painting (Custom colors other than the standard white provided by The Woodlands)	\$35.00 per hour, plus material costs
	Additional Housekeeping Service	\$30.00 per hour, ½ hour minimum
	Laundry (Scheduled in advance with Housekeeping Director)	\$35.00 per load
	Housekeeping Credit** (During hospitalization, assisted living, nursing home or medical treatment facility stay)	\$20.00 per week, beginning after the 3 <sup>rd</sup> day of absence
	Housekeeping Credit** (Voluntary absence of 14 consecutive days or more. May be used two (2) times per calendar year.)	\$15.00 per week
Fitness	Personal Training	\$25.00 per ½ hour

General Services	Additional Storage Bin	\$45.00 per month
	Additional/Replacement Apartment Door Key	\$15.00
	Additional/Replacement Mailbox Key	\$10.00
	Additional/Replacement Key Fob	\$40.00
	Additional/Replacement Garage Door Opener	\$85.00
	Emergency Response Pendant	\$115.00
	Garage Parking	\$125.00 per space
Technology Assistance	Computer/Smart Phone/Tablet	\$20.00 per ½ hour, after the first 15 minutes
	Cable/Television	\$30.00 per hour
Transportation	Non-shuttle Transportation	\$4.45 per mile or \$60.00 per hour
	Driver Wait Time	\$30.00 per hour, after the first 30 minutes
	Driver Escort To/From Appointment	\$20.00
	Grocery Pick-up Service	\$10.00
	Pharmacy Pick-up Service	\$10.00
	Non-resident Transportation, when available	\$4.45 per mile
	Non-resident Driver Wait Time, when available	\$30.00 per ½ hour, after the first 30 minutes
Other Services	COVID-19 Testing and Administration	\$35.00 \$10.00 for the Test \$25.00 for Administration

\*Meal charges apply to both residents and guests for any meal beyond those included per resident for the calendar month.

\*\*Credits: Please note that the monthly service package is designed as an all-inclusive package. Credits will not be given except for those expressly indicated in the Residence and Care Agreement and restated above in this document.

July 2022



**APPENDIX P**  
**RENTAL ADU APARTMENTS**

***THE WOODLANDS***  
***AFFORDABLE DWELLING UNIT***  
***RENTAL AGREEMENT***  
***4320 Forest Hill Drive***  
***Fairfax, Virginia 22030***

This Rental Agreement is made and entered into this by and between The Woodlands Retirement Community, LLC, a Virginia limited liability company (referenced herein as “The Woodlands” and/or with the words “we,” “us,” and “our”); and (referenced herein, whether one or more, as the “Resident” and/or “you” and “your”).

You have applied for residency in the Community and we have approved your application, subject to the terms of this Agreement.

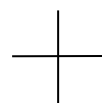
**ADMISSION:**

In order to become a Resident of The Woodlands Retirement Community, under the Affordable Dwelling Unit program (ADU), the resident must comply with the Fairfax County requirements of the Affordable Dwelling Unit (ADU) Program.

The Resident must be at least 62 years of age and must have a Medical History Report is executed and signed by a physician indicating that you are capable of living independently.

The Resident agrees that application and financial forms, medical reports, personal interviews and emergency information records are part of this Agreement, and any material misrepresentation or omission made in this information shall render this Agreement void at the option of the Community. The Resident agrees to submit updated copies of the above forms from time to time as requested by the Community. The Resident also agrees to promptly supply the Community with all financial information needed and necessary to enable the Community to fulfill the reporting which any government authority may from time to time require.

**Security Deposit:** Prior to moving into the Apartment, the Tenant is responsible for depositing **\$5,000.00** as a Security Deposit with the Landlord. This Security Deposit is security that the Tenant will comply with all the terms of this Agreement. This Security Deposit may **not** be used to pay the last month’s rent without the Landlord’s prior written consent.



## The Woodlands ADU Rental Agreement Continued

The Security Deposit will be held in an **escrow** business account of the Landlord. Interest of 0.08% (1/8<sup>th</sup> of 1 percent) or the current rate that is required by Virginia State, is paid on the security deposit. If the Tenant defaults on this Lease prior to the official move-out date, the Landlord may be able to keep all or part of this Security Deposit to cover unpaid rent and or/damage to the property.

Upon Tenant's move-out date, the Landlord will inspect and fully document the condition of the Tenant's apartment. Within thirty (30) days of the end of this Rental agreement, if the Tenant has supplied the Landlord with a forwarding address the Tenant has complied with all terms of this Agreement, returns the Apartment to the Landlord in the same good condition as when Tenant moved into the apartment. The Landlord will return the security deposit or the Landlord will provide the Tenant with a written notice including an itemized list as to why the full Security Deposit amount is not being returned and a check for any remaining Security Deposit owed to the Tenant after such deductions have been made.

The Landlord may use as much of the Security Deposit as necessary to pay for damages resulting from the Tenant's move-in, occupancy or move-out and the Tenant will be required to replace the amount of the Security Deposit used by the Landlord.

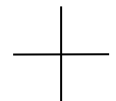
If the Landlord sells the property, the Landlord will then be released of all liability to return the Security Deposit. The new property owner will take over full responsibility for holding and returning the Security Deposit.

Resident shall execute a Security Deposit Refund Form upon signing the agreement.

### TERMS, FEES, RENT AND SERVICES

In consideration of the covenants, conditions and rentals provided in this Agreement, the Community does hereby demise to the Resident, and the Resident hereby rents from the Community, **apartment** #\_\_\_\_ , apartment style (hereinafter the "apartment").

This lease shall commence on \_\_\_\_\_. The monthly rental during this period will be the sum of \$ \_\_\_\_\_ per month and the utility charge is \$ \_\_\_\_\_ per month for a total of \$ \_\_\_\_\_. The apartment is located at **4320 Forest Hill Drive, Fairfax, Virginia 22030, Apt \_\_\_\_\_** .



## The Woodlands Rental Agreement Continued

The monthly rental shall be payable in advance, on or before the 5<sup>th</sup> of each month; provided, however, that the Monthly Fee for the month during which you first take occupancy of the apartment shall be payable before occupancy and will be prorated from the date of occupancy. We reserve the right at any time, upon thirty (30) days' notice to you, to adjust the Monthly Fee or issue a surcharge to reflect any additional cost or liability for which there is no adequate, budgeted reserve, including without limitation tax liability for real estate taxes relating to the Community, increased operating expenses, emergency expenses and inflation.

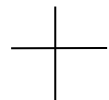
### **INDEPENDENT LIVING APARTMENT:**

You shall have a personal, non-assignable right to reside in apartment #\_\_\_\_\_, located at 4320 Forest Hill Drive, Fairfax, Virginia 22030.

We shall furnish electric stove, oven, micro-wave, refrigerator/freezer with exterior water dispenser and icemaker, dishwasher, garbage disposal, washer and dryer, wall-to-wall carpeting, call-for-help communication system, and pre-wiring for telephone, television service and internet. You shall be responsible for ordering and paying for telephone, television and internet service. Satellite dishes are not allowed. You shall provide all other furnishings for the apartment. Electrical and mechanical appliances provided to you shall be U/L approved and subject to our approval.

**Apartment and Use:** The Apartment shall be used only as a residential dwelling apartment. Only the Resident shall occupy the apartment. Any apartment occupied by any person other than the Resident on a regular or frequent basis of 8 nights or more within a thirty (30) day period, without prior written consent, will constitute a violation of this paragraph, which may result in termination of this Rental Agreement if the violation continues following written notice to the Resident.

**Furnishing and Decorating the Apartment:** The Resident shall not make any alterations to the Apartment or to any of its fixtures without the Community's prior written consent. The cost of any redecorating shall be borne solely by the Resident. Should the Resident redecorate the Apartment, the Community may, at its option, require the Resident to restore the Apartment to its original condition upon redelivery to the Community upon the termination of this Rental Agreement. The Resident may be required to provide additional security deposit. The Resident shall not change any lock or add any lock or locking device to the Apartment without prior written approval of the Director.



## The Woodlands ADU Rental Agreement Continued

**Housekeeping, Laundry:** You shall maintain the Independent Living Unit in a clean, sanitary, and orderly condition and shall perform or furnish usual housekeeping tasks in connection therewith. We will provide limited housekeeping services every-other week for 30 minutes, which may consist of changing bed linens, vacuuming, dusting, and cleaning bathrooms and kitchens (exclusive of washing dishes). We may provide you with additional housekeeping services on an individual charge basis upon your request. Trash disposal, there are three (3) trash and one (1) recycling rooms on each floor, trash and recyclables should be disposed of in the provided areas. If you are ill and are unable to dispose of your trash or recyclables due to your illness you may request assistance from the front desk.

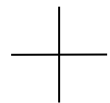
If you do not maintain the Independent Living Unit in a proper manner, we, after notice to you, shall have the right to provide additional housekeeping services, and the cost of such services shall be billed to you.

Hoarding and clutter in your apartment may cause a safety and health issue to you and or others. The Woodlands approach and objective is to determine if the rooms in the apartment can be used for the intended purpose. The Woodlands may adopt a multi partner approach in monitoring and resolving such issues, specifically referring to resident's apartment and storage unit. If Resident is not cooperative in resolving hoarding or clutter issues within 30 days after notice, we shall have the right to take corrective action which may include but not limited to: referral to external agencies, intervention counseling, enforcement action (sorting and removal of items) and or eviction. The cost of such services may be billed to you.

Personal laundry and dry cleaning shall be your responsibility.

**Assignments and Subletting:** The Resident shall not assign this Rental Agreement or sublet the Apartment in whole or in part.

**Absences from the Community:** Unless this Agreement has been properly terminated by the terms hereof, the Resident is responsible for the monthly rent even when he or she is absent from the Community, including but not limited to, vacation or a temporary transfer to an outside facility. The Community cannot be responsible for any obligations or expenses incurred by the Resident from the Apartment. During such absence of the Resident, the Community may enter the apartment at times reasonably necessary to protect the apartment and community.



## The Woodlands ADU Rental Agreement Continued

**Community Facilities:** You shall have the right to use, in common with other residents of the Community, the indoor and outdoor social and recreational facilities, and other congregate and communal facilities provided from time to time by us.

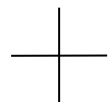
**Utilities:** We shall provide the utilities reasonably required in connection with the occupancy of the apartment, water, sewage, heating, air conditioning, and electricity, except for telephone, cable service and internet service.

**Guests:** You shall be permitted to have guests in the apartment subject to our rules and regulations. A guest room shall be available for reservation by residents at a reasonable rate for overnight stays. We reserve the right to make rules regarding visits and guest behavior, and may limit or terminate a visit at any time for reasons we deem appropriate.

**Security & Insurance:** We shall use reasonable care in providing security in the Community for you and your property, but we shall not be responsible for loss or damage to personal property. You shall maintain private insurance on your own property.

**Parking:** One surface unreserved parking space is available on a first come basis. Reserved garage parking is available for a fee. Garage Parking; If your automobile has been unused by yourself for a period of 5 months due to non-medical, a health issues The Woodlands reserves the right to cancel your garage parking space. If your vehicle is unused for a period of 5 months due to medical or health related issue you may be asked to provide a doctor's report as to when and if you are able to resume driving. Garage parking spaces are non-assignable, this includes family member(s) and or private hire staff that you may employ. If a particular Garage Space is not designated in this Section at the time this Agreement is executed, this Section shall be deemed not applicable.

**Building and Grounds:** We shall maintain all buildings, grounds and equipment including snow removal in inclement weather. You shall not make any alteration, addition, or improvement to the apartment or other buildings of the Community, or construct or install any structures on the grounds of the Community without our prior written consent, which may be granted subject to any conditions we may impose at our discretion.



## The Woodlands ADU Rental Agreement Continued

Unless otherwise agreed in writing between you and us, you shall restore the apartment and other buildings and grounds to which you have made any alterations to their original condition upon vacating the apartment.

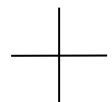
**Pest and Rodent Control:** We shall provide Pest Control Service as reasonably required in connection with the occupancy of the Independent Living Unit. Resident apartments may be treated at the rate of 1/6<sup>th</sup> of the total apartments per month or on request by Resident's reporting Sightings. Sightings are to be reported to management via the Front Desk.

Pest covered by The Woodlands are: Roaches, Ants, Silverfish, Bees, Wasps, termites, Spiders, Rats and Mice.

Pest that are NOT covered: Bedbugs, Flies, Mosquito, Ticks, Stink Bug and Crickets. Resident's that have infestation with these pests are responsible for the cost of treatment. Bedbug infestations must be reported to the Director immediately. The Director will assist in coordinating professional treatment. In the event of bedbug infestation, you agree to follow the community's procedure in treatment immediately, this includes relocation while treatment is being done at your expense. *The Woodlands has been successful in its treatment procedure, by eliminating bedbugs with the first treatment.* We take bedbug infestation very seriously and require immediate action to prep and treat infestation's this process can take up to 2 weeks at which time access to the unit is restricted. See attachment for bedbug policy.

**Access to Apartment:** The Resident will permit the Community, its agents, employees, and contractors to inspect the Apartment and all parts during reasonable hours upon giving reasonable notice to the Resident for the purpose of making necessary or agreed repairs, alterations or improvements, enforcing and carrying out any provision of this Agreement or for the purpose of inspecting for safety of occupants.

Emergency access, we will have the right to enter and make necessary repairs if needed due to emergencies, not limited to the following; water leaks, running water, smoke, fire, insect-pest or animal infestation, health and safety.



## The Woodlands ADU Rental Agreement Continued

Every effort will be made to notify the Resident that a Community employee will enter or has entered the Apartment for non-routine events and equipment failure.

**Rules and Regulations:** The Resident agrees that at all times during the term of this Agreement or any Renewal Term, that he or she and any guests of the Resident will abide by and conform to the rules, regulations, policies and principles as they now exist for the operation and management of the Community and such amendments to the Community rules, regulations, and policies as the Community may subsequently adopt.

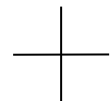
**Damage to the Apartment by the Resident:** Should, at any time during the term of this Agreement, the Apartment sustaining damage by reason of the neglect, carelessness or misuse by the Resident or any guest of the Resident, the Resident agrees to reimburse the Community for all costs incurred in the repair of damage. This reimbursement shall be made within thirty (30) days of the Resident's receipt of an itemized statement from the Community setting forth the cost of any repair.

**Casualty Damage of Apartment:** Should the Apartment be damaged or destroyed by fire or by any other hazard covered by insurance commonly referred to as "fire and extended coverage insurance" the Community shall proceed with due diligence to repair or restore the apartment to the same condition existing before the damage or destruction, provided repair or restoration is economically feasible.

If the Apartment should be damaged or destroyed by any hazard not covered by fire insurance with extended coverage, or if repair or restoration is not economically feasible, then the Community shall have the option to cancel this Agreement by giving written notice of cancellation to the Resident with thirty (30) days after the happening of the damage or destruction.

The Community shall be the sole judge of whether or not repair or restoration of the Apartment is "economically feasible" as that term is used in this paragraph.

Rent shall abate during any period that the Apartment is tenantable by reason of damage or destruction or during the period of repair or replacement. Rent shall resume when replacement or repairs have been completed and the Apartment is ready for the Resident's renewed occupancy.



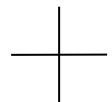


## **The Woodlands ADU Rental Agreement Continued**

**Loss of Personal Belongings by Resident:** All personal property of the Resident placed in or about the Community shall be at the sole risk of the Resident. The Community shall not be liable for the loss, destruction, theft of, mysterious disappearance of, or damage to the Resident's property. The Community strongly encourages the Resident to obtain insurance coverage for the Resident's personal property, sometimes commonly referred to as Renters' Insurance.

**Liability of Community:** Neither the Community nor its agents shall be liable for any injury or damage to persons or property either caused by or resulting from dampness, overflow or leakage upon or into the Apartment of water, rain, snow, ice, act of God, sewage, steam, falling plaster, gas, or electricity or by any breakage in or malfunction of pipes, plumbing fixtures, air conditioners, or appliances or leakage, breakage or obstruction unless any such injury or damage shall be the direct and proximate result of the deliberate or negligent act of the Community or its agents and the Resident shall give prompt notice to the Community or its agents of any of these occurrences, however caused. The Community shall not be liable for any damage to person or property caused by the acts or omissions of the Resident, other residents, or any other person, whether such persons are on or off the Community property with or without permission of the Community. The Community shall not be liable for losses or damages resulting from failure, interruption or malfunctions in the utilities used by the Resident.

**Termination of Agreement:** By the Resident or Community; The Community or Resident may terminate this Rental Agreement effective at the end of the Initial Term of this Agreement or at the end of any Renewal Term, upon giving written notice to the other party at least thirty (30) days prior to the effective date of termination. If the Resident vacates the Apartment prior to the end of the Initial Term or the Renewal Term, after having given the proper thirty (30) day written notice of termination, the Resident will be responsible for the full month's rent. The rent will NOT be prorated according to the move-out date of the Resident. If the Resident fails to give the Community the thirty (30) day written Notice of termination at least thirty (30) days prior to the expiration date of the initial or Renewal Term, this Rental Agreement may be automatically renewed for an additional 30 day term at the sole discretion of The Woodlands.



## The Woodlands ADU Rental Agreement Continued

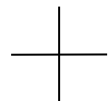
If the Resident fails to renew the lease at the end of the additional 30 day term, the following applies:

- A) Agreement for ADU Rental program is void
- B) Resident pays market rate, for month to month rent

**By The Community:** For default by resident; The occurrence of any of the following enumerated events shall constitute a default for which the Community, in addition to other lawful rights or remedies as it may have, shall have the immediate right of termination and re-entry and may remove all persons or property from the Apartment.

- A. Failure of the Resident to pay any rent or charge due within ten (10) days after it shall be due
- B. Vacating of Apartment by the Resident in any manner that would indicate or lead the Community to believe that the Resident intended to vacate the Apartment
- C. Failure of the Resident to perform any of the other terms, conditions or covenants of this Agreement; in the Community's sole discretion, the failure of the Resident or family to comply with the rules, regulations, policies and procedures which exist for the operation and management of the Community; or failure to comply with State or local law after receiving written notice of the violation. The property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of the Resident, all without service or notice or resort to legal process and without the Community being deemed guilty of trespass, or becoming liable for any loss or damage.

This Agreement will then terminate at the end of the Initial Term or Renewal Term following the removal of the Resident's property, return of the Apartment keys, and completion of an Apartment inspection by the Community Director or the Director's designee. The Resident will be responsible for the full month's rent. The rent will not be pro-rated according to the move-out date of the Resident.



## The Woodlands ADU Rental Agreement Continued

**By The Community:** Other causes for termination; The Community additionally reserves the right to terminate this lease by reason of the occurrence of any of the following for which this Agreement will terminate at the end of thirty (30) day term following the removal of all possessions, return of the Apartment keys, and completion of an Apartment inspection by the Community Director or the Director's designee.

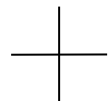
- A. The discovery by the Community of any false statements made in the Resident's Application for Occupancy pertaining to his or her income, physical health and abilities, or mental stability.
- C. Is disqualified by Fairfax County AUD guidelines. Individual may apply for residency in the community at market rates.

**Redelivery of the Apartment by the Resident:** Until the Apartment is vacated, property removed and keys returned to the Community, and the Resident shall remain liable for the rent. The Resident agrees that, upon the termination of this Agreement, the Apartment shall be redelivered to the Community in the same condition that it was upon the Resident's taking occupancy, reasonable wear and tear excepted.

### **SERVICES:**

**Complimentary Services:** Complimentary services offered by The Woodlands are at our discretion and cost; these services may be discontinued at any time with 14 day notice. Complimentary services are not refundable and have no cash value to you.

**Transportation:** The first ten (10) miles, round trip, is complimentary. The ten mile roundtrip complimentary service is limited to **2** times per week, Monday through Friday. On a first come first serve basis, personal transportation can be arranged for an additional charge. Additional transportation charge is per mile, with a minimum charge of \$5.00 per round trip. Per mile charge is \$4.45



## The Woodlands ADU Rental Agreement Continued

**Meals:** Up to two nutritionally balanced meals will be offered daily in the dining room or other designated common areas Monday through Saturday. On Sunday we offer a Sunday brunch beginning at 12:00 Noon and ending at 2:00 p.m. fifteen (15) meals of your choosing are complimentary per person. You may purchase additional meals at an additional charge, which may be revised from time to time, and will be billed to your account. Special diets shall be provided only upon order of a physician and there may be an additional cost. Unused meals at the end of the month: are forfeited and are not refundable. Meals are not transferable between residents. If you exceed the 15 meals credit for the given month, the resident meal cost will be charged to your account, the rate is listed on the Ancillary Fee, attached to this agreement.

In cases of natural disaster residents shall provide for themselves staple items, including but not limited to, bottled water, shelf stable food products, personal care items, and medications.

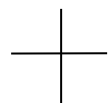
Tray service may be provided in the Independent Living Unit for an additional fee.

You may invite guests to any meal in accordance with our Rules and Regulations attached to this agreement. Guest meal charges may be billed on an individual basis.

**Housekeeping:** You shall maintain the apartment in a clean, sanitary, and orderly condition and shall perform or furnish usual housekeeping tasks in connection therewith. We will provide complimentary limited housekeeping tasks every other week for 30 minutes, which may consist of changing bed linens, vacuuming, dusting, and cleaning bathrooms and the kitchen (exclusive of washing dishes). We may provide you with additional housekeeping services on an individual charge basis upon your request.

**STORAGE:** Storage space is available for a fee. The average size of storage space is 4' x 5'. See Ancillary Fee Schedule B, for monthly rate.

**FITNESS CENTER & POOL:** Resident may participate in schedule group classes and programs. Resident if requested, will be given orientation of fitness equipment in the fitness center. By request, The Woodlands fitness department will provide, one on one personal training for a fee.



## The Woodlands ADU Rental Agreement Continued

**Tenant's Duty to Maintain Premises:** The Resident shall keep the dwelling unit in a clean and sanitary condition and shall comply with all state and local laws requiring tenants to maintain rented premises. The Resident shall provide the Landlord with prompt notice of any maintenance problems so that necessary repairs can be made in a timely manner. Resident shall use the appliances that The Woodlands provides in a manner that they are intended to be used, if used in a negligent manner the Resident will be responsible for the repair cost.

**The Woodland's Duty to Maintain Premises:** The Woodland's shall maintain the premises in a decent, safe and sanitary condition and shall comply with all state and local laws requiring landlords to maintain rental premises. The Woodland's provides and maintains the following appliances; AC/Heating System, Stove, Oven, Dishwasher, Disposal, Microwave and Refrigerator/Freezer shall maintain them in good working order during the term of this agreement and any extension thereof, except for appliances provided by the Resident.

**Entire Agreement:** This Agreement sets forth the conditions and undertakings between the Community and the Resident relative to the Apartment.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

WITNESS:

RESIDENT:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

THE WOODLANDS:

The Woodlands Retirement Community, LLC,  
A Virginia Limited Liability Company

\_\_\_\_\_  
The Woodlands Retirement Community

\_\_\_\_\_  
Date

**Financial Information Form**  
**THE WOODLANDS RETIREMENT COMMUNITY, LLC**

All information provided is kept confidential.

Name \_\_\_\_\_

Spouse \_\_\_\_\_

Address \_\_\_\_\_ Phone Number \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**ASSETS:**

Checking Account Bank: \_\_\_\_\_ \$ \_\_\_\_\_

Address: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Checking Account Bank: \_\_\_\_\_ \$ \_\_\_\_\_

Address: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Savings Account Bank: \_\_\_\_\_ \$ \_\_\_\_\_

Address: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Certificate of Deposit Bank: \_\_\_\_\_ \$ \_\_\_\_\_

Address: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Certificate of Deposit Bank: \_\_\_\_\_ \$ \_\_\_\_\_

Address: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Real Estate \_\_\_\_\_ \$ \_\_\_\_\_

Real Estate \_\_\_\_\_ \$ \_\_\_\_\_

Other Assets: \_\_\_\_\_ \$ \_\_\_\_\_

Other Assets: \_\_\_\_\_ \$ \_\_\_\_\_

Other Assets: \_\_\_\_\_ \$ \_\_\_\_\_

TOTAL ASSETS: \$ \_\_\_\_\_

Date: \_\_\_\_\_

**LIABILITIES**

Mortgage	_____	\$ _____
Autos	_____	\$ _____
Other	_____	\$ _____
Other	_____	\$ _____
Other	_____	\$ _____
Other	_____	\$ _____
Other	_____	\$ _____

**TOTAL LIABILITIES: \$ \_\_\_\_\_**

**(Assets minus Liabilities) TOTAL NET WORTH: \$ \_\_\_\_\_**

**Date: \_\_\_\_\_**

**SOURCES OF MONTHLY INCOME**

Social Security	_____	\$ _____
	_____	\$ _____
Pensions	_____	\$ _____
	_____	\$ _____
Annuities	_____	\$ _____
Investment Income	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
Other Income	_____	\$ _____
 TOTAL MONTHLY INCOME		 \$ _____

Who will be responsible for payment of your bills?  SELF     OTHER

If "Other", please give his or her name, address and phone number.

Name \_\_\_\_\_ Phone (    ) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

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 The Woodlands deems necessary to verify my financial position. I also understand that my approval may be revoked at any time should any of the information prove to be substantially false.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Representative of The Woodlands

\_\_\_\_\_  
Date



## **EXAMINING PHYSICIAN**

Please follow the instructions below and complete the **MEDICAL HISTORY** report.

The applicant is responsible for any professional fee for this examination.

### **INFORMATION:**

The Woodlands Retirement Community seeks residents whose medical and mental conditions do not pose high risks in the foreseeable future for extraordinary personal care or nursing services. Your appraisal will enable us to evaluate the eligibility of the applicant, considering such elements such as the following:

- Has the ability to exit the premises in an emergency;
- Has a condition that may pose a danger to self or others;
- Has a high risk of needing long term care;
- Has a condition which will affect life expectancy, and
- Has the ability to live happily in a group setting.

### **INSTRUCTIONS:**

- The medical examination on which this report is based must be within the past 3 months. Please return this Medical History report in the enclosed self-addressed stamped envelope.
- Please inform your patient that you will mail this report to The Woodlands Retirement Community.
- If you have questions, please contact us at **703-667-9800**.

## MEDICAL HISTORY REPORT

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Date of Birth: \_\_\_\_\_ Sex: \_\_\_\_\_ Marital Status: \_\_\_\_\_  
\_\_\_\_\_

**ABILITIES:** Check the activities that the applicant can perform independently:

Drive     Routine Housekeeping     Shop     Prepare Meals  
 Bathe     Dress     Administer Own Medications

### PHYSICAL EXAMINATION:

Tuberculin Test

The Woodlands requires a tuberculin test within the last 30 days OR a chest X-ray within the last 6 months.

Dates of Last Mantoux: \_\_\_\_\_ Results: \_\_\_\_\_

Chest X-Ray: \_\_\_\_\_ Results: \_\_\_\_\_

Free from communicable disease:     Yes     No

If no, please describe: \_\_\_\_\_

Describe any hearing and/or vision impairments along with any corrective devices:  
\_\_\_\_\_

Physical Condition: Please check the appropriate choice.

Ambulation:  Independent,     Walks w/ assistance, Explain: \_\_\_\_\_

Endurance     >50 yards     25-50 yards     <25 yards

Incontinent:     No,     Yes. If yes, is patient able to self managing?     Yes,     No

**MEDICAL HISTORY REPORT CONTINUED:**

**PAST HISTORY:** Check all that apply and attach separate sheet explaining details as necessary.

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> ulcer   | <input type="checkbox"/> mental disease | <input type="checkbox"/> glaucoma       |
| <input type="checkbox"/> asthma  | <input type="checkbox"/> hernia         | <input type="checkbox"/> arthritis      |
| <input type="checkbox"/> cancer  | <input type="checkbox"/> diabetes       | <input type="checkbox"/> kidney disease |
| <input type="checkbox"/> hypertension                                    | <input type="checkbox"/> heart disease  | <input type="checkbox"/> epilepsy       |
| <input type="checkbox"/> rheumatic fever                                 | <input type="checkbox"/> dementia       | <input type="checkbox"/> depression     |
| <input type="checkbox"/> typhoid fever                                   | <input type="checkbox"/> paralysis      | <input type="checkbox"/> tuberculosis   |
| <input type="checkbox"/> Other, including surgery, fractures, etc. _____ |   |   |
- 

**PSYCHOLOGICAL FACTORS:**

Mental Condition: Choose appropriate answer for each one.

- |                  |                                 |                                    |                                |
|------------------|---------------------------------|------------------------------------|--------------------------------|
| <b>Alert</b>     | <input type="checkbox"/> always | <input type="checkbox"/> sometimes | <input type="checkbox"/> never |
| <b>Forgetful</b> | <input type="checkbox"/> always | <input type="checkbox"/> sometimes | <input type="checkbox"/> never |
| <b>Confused</b>  | <input type="checkbox"/> always | <input type="checkbox"/> sometimes | <input type="checkbox"/> never |

Chronic Complaints of:

- Depression (explain) \_\_\_\_\_
- Anxiety (explain) \_\_\_\_\_

Is there any evidence of memory impairment, emotional problems, neurosis, or psychotic behavior which may cause problems in a group situation?

\_\_\_\_\_

Is there any evidence of alcoholism or drug abuse?

\_\_\_\_\_

**ALLERGIES, DRUG SENSITIVITIES:** \_\_\_\_\_

**PRESENT MEDICAL CONDITIONS:** \_\_\_\_\_

**MEDICAL HISTORY REPORT CONTINUED:**

**DIAGNOSIS:** and/or significant medical problems, including memory impairments, history of aggressive behavior or agitated states:

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Patient has been informed of his/her diagnosis \_\_\_ Yes, \_\_\_ No

**RECOMMENDATIONS** for care including medication regime, therapy, diet etc.

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**Please provide “yes” or “no” answers to the following questions.**

**If any questions are answered “yes” please provide complete details in the space provided below.**

	YES	NO
1. Can the individual exit a private residence in an emergency? If yes: _____	___	___
2. Does the individual have a high risk of needing long term care? If yes: _____	___	___
3. Is there evidence of mental confusion? If yes: _____	___	___
4. Is there evidence of depression, anxiety, forgetfulness or memory loss? If yes: _____	___	___
5. Has the individual had psychiatric care within the past 10 years? If yes: _____	___	___
6. Is there a history of substance abuse? If yes: _____	___	___
7. Is the individual on a restricted or special diet? If yes: _____	___	___
8. Has there been any recent significant change in weight? If yes: _____	___	___

**MEDICAL HISTORY REPORT CONTINUED:**

	Yes	No
9. Does the individual have evidence of or history of heart disease? If yes: _____	___	___
10. Is there a history of a malignancy in the past 5 years? If yes: _____	___	___
11. Do you detect any condition or disease in this individual that might impair the health or comfort of other residents? If yes: _____	___	___
12. Is there any condition or disease that would affect the ability of this individual to live happily in a group setting? If yes: _____	___	___
13. Has this individual had a recent significant change in vision or hearing that would be or could lead to assistance? If yes: _____	___	___

**MEDICAL HISTORY REPORT CONTINUED:**

**INDEPENDENT LIVING CERTIFICATION:**

Based on my examination of: \_\_\_\_\_  
Name Date

I certify this patient to be physically and mentally capable of:

\_\_\_\_\_ Independent Living in an apartment **WITHOUT** assistance

\_\_\_\_\_ Not appropriate for Independent Living

**Physician's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name Printed:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Please return this form to:**

**The Woodlands Retirement Community**

**Attention: Marketing Department**

**4310 Forest Hill Drive**

**Fairfax, VA 22030**

**Telephone: 703-667-9801**

**Fax: 703-667-9809**



**THE WOODLANDS  
APARTMENT RELEASE FORM**

Resident(s): \_\_\_\_\_ Apt.#: \_\_\_\_\_

Departure Date: \_\_\_\_\_

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

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 full 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 5.4 of the Residence and Care Agreement, I/We will be responsible for paying costs associated with refurbishing the Unit, including but not limited to painting, re-carpeting, cleaning, and restoring the Unit to its original condition or other appropriate repairs in the Community's discretion. The estimated cost for refurbishing is \_\_\_\_\_. The cost for removing any customized or structural changes or any specialized refurbishing beyond normal wear and tear for will be evaluated post-occupancy.
4. The Community will provide the refund per the terms and conditions of Section 3.6.2 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.

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.

\_\_\_\_\_  
Signature of Resident or Resident's Representative

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
The Woodlands Representative

\_\_\_\_\_  
Date



# The Woodlands Retirement Community

## Bed Bugs Policy

### **Policy:**

Woodlands Management and residents shall work together to identify, treat and control the spread of **bed bugs** in accordance with the following procedure. The Woodlands will make the initial contact with a professional, certified pest control company for a determination of infestation. The cost of treatment will be the resident's responsibility.

### **Purpose:**

To set guidelines and procedures in order to deal with bed bugs infestation.

### **Procedure:**

In the event of a bed bugs complaint, the front desk staff shall immediately contact the Director and the maintenance supervisor. Immediately upon receiving the report of potential bed bugs from the resident or staff, the Director and/or the maintenance supervisor shall visit any room reporting bed bugs.

The manager(s) shall contact the contracted pest control company to inspect the potentially affected room(s). The maintenance supervisor and the pest control company shall inspect the reported room and adjacent room(s) for signs of bed bugs, i.e.: bugs and droppings.

If bed bugs are suspected to be in a room, a pest control company will inspect the suspected area and determine if there are bed bugs. The resident(s) shall be informed that they are required to wash and dry their clothes, including the clothes they are wearing, in small loads and on high heat as soon as possible to ensure any bed bugs are killed and again when treatment is being done of the infected area. Nothing shall be removed from the apartment without the permission of a community director, so that any infected items may be removed in a manner that will not spread the infestation.

## **Bed Bugs Policy continued:**

The cost of treatment is the residents' responsibility.

Residents will follow the recommendations of management. Infected furniture and or mattresses will be covered in plastic before being removed from the infected area. Mattresses that remain in use, need to be incased in a bed bug bag: if bed bugs are found again in the same apartment you may be required to remove the mattress and or furniture from the property.

As a preventive or quick identification measure:

- The Facilities Director, Maintenance Supervisor and Housekeeping staff shall be provided information annually on bed bugs.
- The Maintenance Supervisor and Housekeeping, shall keep an accurate record of all events of bed bugs reports.
- The Woodlands staff shall be provided educational materials on pests such as bed bugs, and how to identify and report pests.

As a preventive measure the pest management contractor may perform a random inspection of at least 1/10th of residences every year.

This policy and procedure may be updated from time to time as needed. Any and all changes will be approved by administration before being implemented.

**SCHEDULE B**

**The Woodlands Ancillary Fee Schedule-2023**

Department	Ancillary Service	Fee
Administration	Guest Suite (Housekeeping service is provided after every 3 <sup>rd</sup> night. Additional housekeeping requests are billed as indicated below.)	\$125.00 per night
	Furnished Rental Apartment, when available (Housekeeping service is provided after every 3 <sup>rd</sup> night. Additional housekeeping requests are billed as indicated below.)	\$150.00 per night
	Rollaway Bed (with linens)	\$25.00 per night
Culinary	Lunch*	See Bistro Menu
	Dinner*	\$30.00
	Regular Sunday Brunch*	\$35.00
	Holiday Brunch*	\$45.00
	Child Meal (ages 12 and under)	\$12.95
	Room Service	\$5.00 per delivery
	Food Credit** (During hospitalization, assisted living, nursing home or medical treatment facility stay.)	\$15.00 per day, beginning on the 3 <sup>rd</sup> day of absence
	Food Credit** (Voluntary absence of 14 consecutive days or more. May be used two (2) times per calendar year.)	\$16.00 per day
Environmental Services	Maintenance, non-standard	\$40.00 per hour, plus material costs
	Painting (Custom colors other than the standard white provided by The Woodlands)	\$35.00 per hour, plus material costs
	Additional Housekeeping Service	\$30.00 per hour, ½ hour minimum
	Laundry (Scheduled in advance with Housekeeping Director)	\$35.00 per load
	Housekeeping Credit** (During hospitalization, assisted living, nursing home or medical treatment facility stay)	\$20.00 per week, beginning after the 3 <sup>rd</sup> day of absence
	Housekeeping Credit** (Voluntary absence of 14 consecutive days or more. May be used two (2) times per calendar year.)	\$15.00 per week

Fitness	Personal Training	\$25.00 per ½ hour
General Services	Additional Storage Bin	\$45.00 per month
	Additional/Replacement Apartment Door Key	\$15.00
	Additional/Replacement Mailbox Key	\$10.00
	Additional/Replacement Key Fob	\$40.00
	Additional/Replacement Garage Door Opener	\$85.00
	Emergency Response Pendant	\$115.00
	Garage Parking	\$125.00 per space
Technology Assistance	Computer/Smart Phone/Tablet	\$20.00 per ½ hour, after the first 15 minutes
	Cable/Television	\$30.00 per hour
Transportation	Non-shuttle Transportation	\$4.45 per mile or \$60.00 per hour
	Driver Wait Time	\$30.00 per hour, after the first 30 minutes
	Driver Escort To/From Appointment	\$20.00
	Grocery Pick-up Service	\$10.00
	Pharmacy Pick-up Service	\$10.00
	Non-resident Transportation, when available	\$4.45 per mile
	Non-resident Driver Wait Time, when available	\$30.00 per ½ hour, after the first 30 minutes
Other Services	COVID-19 Testing and Administration	\$35.00 \$10.00 for the Test \$25.00 for Administration

\*Meal charges apply to both residents and guests for any meal beyond those included per resident for the calendar month.

\*\*Credits: Please note that the monthly service package is designed as an all-inclusive package. Credits will not be given except for those expressly indicated in the Residence and Care Agreement and restated above in this document.

July 2022