

HFV – Grid of Groups of Residents and Impact of Addenda

- **EVERY RESIDENT WHO WISHES TO REMAIN AT THE FACILITY MUST SIGN AN AGREEMENT. FAILURE TO SIGN MAY RESULT IN APPROPRIATE ACTIONS TO EVICT OR DISCHARGE.**
- **ANY PREVIOUS ELECTION MADE BY CURRENT RESIDENT SHOULD CARRY FORWARD TO HIGHER LEVEL OF CARE OR UNIT IN FACILITY.**
- **IN CASE OF TWO-PERSON OCCUPANCY OF UNIT, ELECTION AS TO ADDENDUM OR RETAINING PROOF OF CLAIM IS MADE BASED ON UNIT OCCUPIED BY PRIMARY RESIDENT AT THE TIME OF CLOSING.**
- **POST-JUNE 10, 2020 ENTRANCE FEE RESIDENTS WILL ONLY BE OFFERED AN APPLICABLE BASE AGREEMENT PLUS ADDENDUM. THE ADDENDA PROVIDES THE BENEFITS THAT THE BUYER COMMITTED TO IN THE ASSET PURCHASE AGREEMENT WITH RESPECT TO CURRENT RESIDENTS. BECAUSE THESE RESIDENTS' ENTRANCE FEES ARE PROTECTED BY THE ESCROW, THEY DO NOT HAVE A PRE-PETITION ENTRANCE FEE CLAIM THAT IS SUBJECT TO BEING WAIVED. THEREFORE, IT WOULD NEVER BE IN SUCH RESIDENTS' INTEREST TO EXECUTE A MARKET BASE AGREEMENT WITHOUT THE APPLICABLE ADDENDUM.**
- **IN ALL CIRCUMSTANCES, A RESIDENT MUST SIGN NEW AGREEMENTS OR MAY BE SUBJECT TO EVICTION OR INVOLUNTARY DISCHARGE.**

INDEPENDENT LIVING (I/L)				
A.	Primary Resident occupies I/L unit as of Closing and executes I/L Base Agreement Plus Addendum	Pre-June 10, 2020 Entrance Fee Resident	Post-June 10, 2020 Entrance Fee Resident	Non-Entrance Fee
	Benevolent Care	Y	Y	N
	Legacy Payment tied to prior Entrance Fee refund amount	Y	N/A	N/A
	Three-year rent freeze (except for CPI increase)	Y	Y	Y
	Impact	Forgoes proof of claim	Unearned component of refundable portion of Entrance Fee refunded to Resident from Escrow Account.	N/A
B.	Primary Resident occupies I/L unit as of Closing and does not execute I/L Base Agreement Plus Addendum	Pre-June 10, 2020	Post-June 10, 2020	Non-Entrance Fee
	Benevolent Care	N	N	N
	Legacy Payment tied to prior Entrance Fee refund amount	N	N	N/A
	Three-year rent freeze (except for CPI increase)	N	N	N
	Impact	Retains proof of claim. Resident executes market rate base Lease Agreement but no Addendum. If resident does not execute a new agreement, then the resident must move out or be subject to eviction.	Unearned component of refundable portion of Entrance Fee refunded to Resident from Escrow Account. If resident does not execute a new agreement, then the resident must move out or be subject to eviction.	Resident executes market rate base Lease Agreement but no Addendum. If resident does not execute a new agreement, then the resident must move out or be subject to eviction.

ASSISTED LIVING (A/L)				
A.	Primary Resident occupies A/L unit as of Closing and executes A/L Base Agreement Plus Addendum	Pre-June 10, 2020	Post-June 10, 2020	Non-Entrance Fee
	Benevolent Care	Y	Y	N
	Legacy Payment tied to prior Entrance Fee refund amount	Y	N/A	N/A
	Three-year rent freeze (except for CPI increase)	Y	Y	Y
	Impact	Forgoes proof of claim	Unearned component of refundable portion of Entrance Fee refunded to Resident from Escrow Account.	N/A
B.	Primary Resident occupies A/L unit as of Closing and does not execute A/L Base Agreement Plus Addendum	Pre-June 10, 2020	Post-June 10, 2020	Non-Entrance Fee
	Benevolent Care	N	N	N
	Legacy Payment tied to prior Entrance Fee refund amount	N	N	N/A
	Three-year rent freeze (except for CPI increase)	N	N	N
	Impact	Retains proof of claim. Resident executes market rate base Lease Agreement but no Addendum. If resident does not execute a new agreement, then the resident may be subject to involuntary discharge.	Unearned component of refundable portion of Entrance Fee refunded to Resident from Escrow Account. If resident does not execute a new agreement, then the resident may be subject to involuntary discharge.	Resident executes market rate base Lease Agreement but no Addendum. If resident does not execute a new agreement, then the resident may be subject to involuntary discharge.

HEALTH CENTER (HC)				
A.	Primary Resident occupies I/L or A/L unit at Closing and executes new I/L or A/L agreement but post-Closing makes a TEMPORARY TRANSFER TO HC --I/L OR A/L AGREEMENT REMAINS IN EFFECT FOR ELECTION BUT NEW HC CONTRACT REQUIRED FOR REGULATORY REASONS --ADDENDUM IN HC CONTRACT MUST MATCH ADDENDUM IN ORIGINAL I/L OR A/L AGREEMENT	Pre-June 10, 2020	Post-June 10, 2020	Non-Entrance Fee
	Benevolent Care	I/L or A/L Agreement controls	I/L or A/L Agreement controls	I/L or A/L Agreement controls
	Legacy Payment tied to prior Entrance Fee refund amount	I/L or A/L Agreement controls	I/L or A/L Agreement controls	I/L or A/L Agreement controls
	Three-year rent freeze (except for CPI increase)	I/L or A/L Agreement controls	I/L or A/L Agreement controls	I/L or A/L Agreement controls
B.	Primary Resident is on TEMPORARY TRANSFER to HC at Closing so must receive I/L or A/L agreement to make election AND execute HC Contract for the temporary HC stay. --ADDENDUM TO HC CONTRACT MUST MATCH ELECTION IN I/L OR A/L AGREEMENT.	I/L or A/L Agreement controls	I/L or A/L Agreement controls	I/L or A/L Agreement controls.

C.	Primary Resident is in HC on PERMANENT TRANSFER at Closing and executes HC Contract Plus Addendum	Pre-June 10, 2020	Post-June 10, 2020	Non-Entrance Fee
	Benevolent Care	Y	Y	N
	Legacy Payment tied to prior Entrance Fee refund amount	Y	N/A	N/A
	Three-year rent freeze (except for CPI increase)	Y	Y	Y
	Impact	Forgoes proof of claim	Unearned component of refundable portion of Entrance Fee refunded to Resident from Escrow Account.	N/A
D.	Primary Resident is in HC on PERMANENT TRANSFER at Closing and does not execute new HC Contract Plus Addendum	Pre-June 10, 2020	Post-June 10, 2020	Non-Entrance Fee
	Benevolent Care	N	N	N
	Legacy Payment tied to prior Entrance Fee refund amount	N	N	N/A
	Three-year rent freeze (except for CPI increase)	N	N	N
	Impact	Retains proof of claim. Resident executes market rate base Lease Agreement but no Addendum. If resident does not execute a new agreement, then the resident may be subject to involuntary discharge.	Unearned component of refundable portion of Entrance Fee refunded to Resident from Escrow Account. If resident does not execute a new agreement, then the resident may be subject to involuntary discharge.	Resident executes market rate base Lease Agreement but no Addendum. If resident does not execute a new agreement, then the resident may be subject to involuntary discharge.

E.	<p>Primary Resident occupies I/L or A/L unit at Closing and executes new I/L or A/L agreement but post-Closing makes PERMANENT transfer to HC</p> <p>--I/L OR A/L AGREEMENT TERMINATES UPON PERMANENT TRANSFER AND IS REPLACED BY HC CONTRACT WITH SAME ELECTION.</p>	<p>HC Contract controls but election must match original I/L or A/L Agreement.</p>	<p>HC Contract controls but election must match original I/L or A/L Agreement.</p>	<p>HC Contract controls but election must match original I/L or A/L Agreement.</p>
F.	<p>Secondary Resident is in HC on temporary or permanent transfer as of Closing but Primary Resident is in A/L or I/L unit</p>	<p>Election is made based on unit occupied by Primary Resident as of Closing and I/L or A/L Agreement of Primary Resident controls.</p>	<p>Election is made based on unit occupied by Primary Resident as of Closing and I/L or A/L Agreement of Primary Resident controls.</p>	<p>Election is made based on unit occupied by Primary Resident as of Closing and I/L or A/L Agreement of Primary Resident controls.</p>