


B 10 (Official Form 10) (12/08)

UNITED STATES BANKRUPTCY COURT Northern District of Texas		PROOF OF CLAIM
Name of Debtor: Erickson Retirement Communities, LLC, et al		Case Number: 09-37010-sgj11
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): DELL J. WATKINS GOPP		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where notices should be sent: John Wesley Wauson One Sugar Creek Center Blvd., Suite 880 Sugar Land, Texas 77478 Telephone number: (281) 242-0303		
Name and address where payment should be sent (if different from above): Telephone number: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: \$ <u>239,000.00</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: \$ _____ *Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
2. Basis for Claim: <u>money loaned (deposit)</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Describe: <u>Deposit and related assets</u> Value of Property: \$ <u>UNK</u> Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, If any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ <u>239,000.00</u> Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: _____		
Date: <u>02/26/2010</u> Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. John Wesley Wauson, Attorney		FOR COURT USE ONLY Erickson Ret. Comm. LLC  01563

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

EAGLE'S TRACE, INC.
RESIDENCE AND CARE AGREEMENT

April 2006

THIS DOCUMENT, IF EXECUTED, CONSTITUTES A LEGAL AND BINDING CONTRACT BETWEEN YOU AND EAGLE'S TRACE, INC. YOU MAY WISH TO CONSULT A LEGAL OR FINANCIAL ADVISOR BEFORE SIGNING, ALTHOUGH IT IS NOT REQUIRED THAT YOU DO SO TO MAKE THIS CONTRACT BINDING.

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EAGLE'S TRACE, INC.
RESIDENCE AND CARE AGREEMENT

This Residence and Care Agreement (the "Agreement") is made and entered into the 10th day of October, 2006 by and between EAGLE'S TRACE, INC. (referred to in this Agreement as "EAGLE'S TRACE") and Bell Gopp (referred to in this Agreement as the "Resident(s)").

RECITALS

R.1 Eagle's Trace Retirement Community (the "Community") is planned to be a continuing care retirement community located in Houston, Texas, developed in phases to offer various living accommodations and services to seniors, as described herein.

R.2 EAGLE'S TRACE is a certified continuing care provider under the laws of the State of Texas. EAGLE'S TRACE desires to provide certain services listed in this Agreement to Resident and Resident desires to receive such services.

AGREEMENT

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

Section 1. DESCRIPTION OF COMMUNITY

The Community is planned to be developed in phases over a period of approximately six to seven years, subject to obtaining all necessary or required governmental approvals and licenses. The Community will consist of Independent Living Units, Assisted Living Units and Nursing Units. The Community is planned to include a bank, a beauty salon, a convenience store, guest rooms, classrooms, a full-service outpatient Medical Center and a pool.

1.1 **Independent Living Units.** The Community is planned to have approximately 1456 Independent Living Units within three (3) residential neighborhoods. Each residential neighborhood will be comprised of four (4) residential buildings containing Independent Living Units and one (1) community building. Each community building includes a dining room, classrooms, card rooms, lounges and other common areas. Each residential neighborhood is planned to include at least one unique facility, such as the Medical Center, the swimming pool, health club, or the like.

1.2 **Renaissance Gardens.** Renaissance Gardens refers to the Community's on-site health care neighborhood. Renaissance Gardens will house both the Assisted Living Units and the Nursing Units. Each floor of Renaissance Gardens will include a dining room, a resident lounge, activity rooms and a bathing core. Renaissance Gardens will be constructed in several

phases. Until Renaissance Gardens is opened, EAGLE'S TRACE will enter into transfer agreements for its Residents with outside assisted living and nursing centers.

1.2.1 Assisted Living Units. Renaissance Gardens will include a total of approximately 96 Assisted Living Units upon completion. It is expected that the aggregate number of Assisted Living Units planned for the Community will adequately serve the needs of community residents. However, in the unusual circumstance that the Assisted Living Units are fully occupied, the Medical Director, or his or her designee, first will arrange for Assisted Services to be offered in Resident's Independent Living Unit and second, if necessary, will assist in arranging for a transfer to an Off-Site Facility in the immediate area. See Section 8.4 for fees payable by Resident in the event of such a transfer.

1.2.2 Nursing Units. Renaissance Gardens will include approximately 88 Nursing Units upon completion. It is expected that the aggregate number of Nursing Units will adequately serve the needs of Community residents. However, in the unusual circumstance that the Nursing Units are fully occupied, the Medical Director, or his or her designee, will assist in arranging for a transfer to an Off-Site Facility in the immediate area. See Section 8.4 for fees payable by Resident in the event of such a transfer.

Section 2. TERM

The Term of this Agreement shall commence on the date on which this Agreement is executed by Resident and EAGLE'S TRACE and shall continue for the lifetime of the Resident unless the Agreement is terminated earlier as provided in Section 12 hereof.

Section 3. LIVING ACCOMMODATIONS

3.1 Resident's Right to Occupy. Resident shall have the right to occupy and to use the following Living Unit: RC 406, as-is, from the Occupancy Date to the Departure Date, subject to provisions for a change in accommodations as provided in Section 11 of this Agreement. Resident may not assign or sublet the right to occupy a Living Unit to any other person. EAGLE'S TRACE shall provide the Living Unit, in good condition, with neutral painted walls, and with standard carpeting and security devices (locks or window latches) in Independent Living Units and Assisted Living Units.

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

3.3 Rights of New Spouse/new Joint Resident. If during the term of residency, Resident marries a person who is not a resident of the Community or desires to co-habitate with a person who is not a resident of the Community, Resident's new spouse or Joint Resident will

be required to meet EAGLE'S TRACE'S financial and health-related qualifications for entrance into the Community. The financial qualifications are meant to serve as a financial protection for the larger community of residents. EAGLE'S TRACE reserves the right to determine the appropriate level of care within the Community for the spouse or Joint Resident or to determine that there is not an appropriate level of care within the Community for the spouse or Joint Resident. If Resident's spouse or the Joint Resident is not accepted by EAGLE'S TRACE, Resident may terminate this Agreement in accordance with Section 12.2 hereof. If Resident's spouse or Joint Resident is accepted by EAGLE'S TRACE, the fee structure described in Sections 7.3.2 and 8.2 for Joint Residents will apply.

3.4 Resident's Obligation to Furnish Unit. Resident shall be responsible for furnishing the Independent Living Unit and the Assisted Living Unit and for procuring insurance for personal possessions and furnishings. EAGLE'S TRACE will provide furnishings and equipment, as required by law, for Nursing Units.

3.5 Customized Improvements. Resident may decorate the Living Unit to Resident's personal taste with pictures, window treatments, and the like, so long as such decorations are not permanent fixtures to the Unit or can be easily removed without damaging the structural integrity of the Unit. All other customized improvements to any Independent Living Unit or Assisted Living Unit to be undertaken by Resident either prior to or after the Occupancy Date must be approved in writing by the Executive Director in order to protect the structural integrity of the Unit. If Resident contracts with an outside contractor, the firm or individual contracted with for making the approved improvements, and the plans under which those changes will be made, will be subject to the approval of the Executive Director. If Resident contracts with EAGLE'S TRACE to make the changes, Resident and EAGLE'S TRACE shall sign an agreement to customize the Living Unit to memorialize the details concerning the improvements and any charges related to such changes. For charges related to the removal of any improvements, please see Section 9.4. No customized improvements may be made to a Nursing Unit.

Section 4. SERVICES TO RESIDENTS

EAGLE'S TRACE will make available the following services to Resident, as applicable, for the appropriate Monthly Service Package, during the life of the Resident, unless the Agreement is terminated earlier as provided in Section 12. EAGLE'S TRACE may change the Monthly Service Package or scope of services or care to Resident after an amendment to the Agreement and after providing Resident with thirty (30) days advance notice of the change, except for changes required by State or Federal assistance programs.

4.1 Independent Living Services. The following Covered Services are included in the Monthly Service Package for Independent Living:

One meal per day;
Pullcord communications system;

- Security/Safety officers on duty 24 hours per day;
- All utilities (except personal telephone);
- Basic cable television service;
- Pre-wiring for telephone;
- On-campus shuttle transportation;
- Scheduled off-campus transportation, as determined by the Community
- Maintenance and insurance of buildings, grounds and equipment;
- Insurance for the Independent Living Unit and all items in such unit, except items owned by Resident;
- Sewage and trash removal; and
- Use of all public rooms and common areas of the Community.

4.2 Assisted Living Services. Upon the opening of Renaissance Gardens, Covered Services included in the Assisted Living Monthly Service Package are generally as follows. EAGLE'S TRACE intends to provide several assisted living packages to serve different care needs and some services may not be available for certain care packages. Further details on the services available at each level of assisted living care, on EAGLE'S TRACE'S and Resident's rights and obligations in Assisted Living will be set forth in the Assisted Living Addendum to the Residence and Care Agreement:

- Provision of supervision, verbal cuing and physical assistance, as appropriate for the Resident's designated care package, in the performance of activities of daily living ("ADLs"), including ambulation, personal hygiene, dressing, toileting and eating;
- Prescription evaluation and planning;
- Medication administration;
- Service plan designed by a care team;
- Three meals per day;
- Regularly scheduled Registered Nurse review and assessment;
- Hospital visits by Renaissance Gardens physician;
- Fresh linens and personal laundry service;
- Light housekeeping care on a weekly basis;
- Medical appointment scheduling, as needed;
- Assistance with Incontinence Care;
- Regular social work team services related to cognitive, behavioral and safety issues;
- Licensed nurse management of chronic/ stable conditions on a regular basis;
- Nurse/ Resident 2-way Communication;
- Security/Safety officers on duty 24 hours per day;
- All utilities (except personal telephone);
- Basic cable television service;
- Pre-wiring for telephone;
- On-campus shuttle transportation;
- Scheduled local shuttle transportation, as determined by Community (if medically appropriate);
- Maintenance and insurance of buildings, grounds and equipment;

Sewage and trash removal; and
Use of all public rooms and common areas of the Community.

4.3 **Nursing Services.** Upon the opening of Renaissance Gardens, the following Covered Services are included in the daily rate for the Nursing Units. Further details on the EAGLE'S TRACE'S and Resident's rights and obligations in the Nursing Unit will be set forth in the Nursing Contract Addendum to the Residence and Care Agreement.

Nursing care;
Prescription evaluation and planning;
Medication administration;
Over-the-counter medication;
Service plan designed by a care team;
Three meals per day;
Regularly scheduled Registered Nurse review and assessment;
Hospital visits by Renaissance Gardens physician;
Medically related social services;
Fresh linens and personal laundry service;
Daily Housekeeping services;
Planned recreation and activities;
Nurse/Resident 2-way communication;
Mental Health Services, as needed;
Incontinence care;
Assistance in obtaining dental services;
Flu shots;
More frequent involvement of licensed medical personnel to manage chronic conditions;
Security/Safety officers on duty 24 hours per day;
All utilities (except personal telephone);
Basic cable television service;
Pre-wiring for telephone;
Campus shuttle transportation;
Maintenance and insurance of buildings, grounds and equipment;
Sewage and trash removal; and
Use of all public rooms and common areas of the Community.

Section 5. ANCILLARY SERVICES

5.1 **Services Available through EAGLE'S TRACE.** In addition to the Covered Services described in Sections 4.1, 4.2, and 4.3 of this Agreement, EAGLE'S TRACE anticipates that the following services will be available to Resident for an additional fee. These Ancillary Services will be phased in as the Community is developed. Other services that are not currently listed may also be available. EAGLE'S TRACE may change the scope of or fees

charged for such Ancillary Services only after providing Resident with thirty (30) days advance notice, except for changes required by State or Federal assistance programs.

Housekeeping and laundry service for residents in Independent Living or Assisted Living;
Extra meals for residents in Independent Living;
Guest meals;
Lodging in guest rooms on a temporary and space available basis;
On-campus health club membership;
Personal storage space;
Reserved parking space;
Covered parking space;
Off-campus shuttle transportation within a radius determined by the Community;

5.2 Services Available through Outside Providers. EAGLE'S TRACE also expects to contract with outside providers or have outside providers available to provide the following services to Residents at the Community: medical services through the on-site Medical Center; Home support/ health services in an Independent Living Unit; Home health services in an Assisted Living Unit for one-on-one care by a nursing aide assigned to a resident (through separate agency); laboratory services; medical supplies; prescription drugs; physical, speech and occupational therapy. These services will be provided at an additional fee and will be billed separately by the outside provider. Such services may be covered by Medicare or by resident's other medical insurance. EAGLE'S TRACE does not charge Resident any additional fee for use of or access to these outside providers. These services will be phased in as the Community is developed and some services may not be immediately available.

5.3 Services Not Provided. Acute chronic care, hospice care, acute hospital care, or any institutional care other than care that is appropriate in an Assisted Living and comprehensive care in the Nursing Units are not provided by EAGLE'S TRACE or covered under the terms of this Agreement. EAGLE'S TRACE will assist with any necessary transfers to such facilities; however, Resident will be responsible for the cost of such care.

Section 6. OTHER RESIDENT RIGHTS

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

6.2 Resident Guests. Resident shall have the right to receive guests and visitors at the Community and to allow such guests and visitors to stay in an Independent Living Unit on a temporary basis, subject to the reasonable policies and procedures of EAGLE'S TRACE for use of the Community. Guest meals, guest cots, or rental of one of the Community's guest rooms will be treated as an Ancillary Service, the costs of which are chargeable to Resident.

6.3 Physicians and Other Professionals. Resident shall have the right to select attending physicians and other health care professionals, provided such physicians or other health care professionals shall agree to follow the reasonable policies and procedures of EAGLE'S TRACE and applicable federal and state laws, rules and regulations. Resident is not required to use the on-site Medical Center or the physicians practicing there. EAGLE'S TRACE agrees that Residents will not be responsible for payments for services rendered by any health care providers' services which are included as a Covered Service under Resident's Monthly Service Package.

Section 7. ENTRANCE DEPOSIT

7.1 Payment of Entrance Deposit. Resident shall pay to EAGLE'S TRACE a total Entrance Deposit as shown in Schedule I which shall be made in a series of deposits on or before taking occupancy of Resident's Living Unit at the Community. In the case of Joint Residents, the Entrance Deposit shall be deemed to be a joint asset of the Joint Residents with a right of survivorship and may be used for the care of either Joint Resident. EAGLE'S TRACE does not require an additional Joint Resident Entrance Deposit if Joint Residents occupy the same Living Unit.

7.2 Escrow of Deposit and Release from Escrow. The deposits made by Resident towards the total Entrance Deposit will be held in escrow in a Texas bank, acting as an escrow agent, until Resident either occupies the Continuing Care Unit or the Continuing Care Unit is available for immediate occupancy. When the applicable conditions have been fulfilled, the Entrance Deposit will be released from escrow in full and will be held or used by EAGLE'S TRACE until the termination of this Agreement as provided in Section 12. Once released from escrow, the initial Entrance Deposits are loaned by EAGLE'S TRACE to the landowner to pay off the cost of the construction loan for the Community. Entrance Deposits received from subsequent occupants of each Continuing Care Unit will be partly used to refund the Entrance Deposit paid by the prior occupant. Any positive difference between the new Entrance Deposit and the amount refunded to the prior occupant will be kept by EAGLE'S TRACE for capital repairs and improvements and for reserve funds required by EAGLE'S TRACE'S lease or other agreements. However, Resident retains a right to a refund of the Entrance Deposit subject to the terms and conditions set forth in Sections 7.4, 7.5, and 7.6 of this Agreement.

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

Entrance Deposits deposited in escrow will be returned by the escrow agent to a prospective resident: (a) upon receiving notice by EAGLE'S TRACE that the prospective resident has requested a return of the Entrance Deposit, or (b) if the Agreement is rescinded in accordance with Section 12.1.1 or cancelled in accordance with Section 12.1.2 hereof

7.3 Adjustments to Entrance Deposit. Resident's Entrance Deposit may be increased only under the circumstances listed below. Resident shall not be entitled to a refund or decrease of the Entrance Deposit due to any temporary or permanent transfer, for whatever reason, during the Term of this Agreement.

7.3.1 If Resident transfers permanently from one Living Unit to another Living Unit with a higher Entrance Deposit, Resident shall pay to EAGLE'S TRACE an additional deposit equal to the difference between the Entrance Deposit then in effect for Resident's present Living Unit and the Entrance Deposit then in effect for the Living Unit to which Resident is transferring.

7.3.2 If Resident's spouse is accepted as a resident in the Community and is placed in a Living Unit other than that of Resident (see Section 3.2 of this Agreement), Resident and his or her spouse must pay to EAGLE'S TRACE an additional Entrance Deposit for the spouse's Living Unit and the spouse must sign a separate Residence and Care Agreement for the new Living Unit.

7.4 Refund of Deposit Prior to Occupancy: The Entrance Deposit shall be refunded by EAGLE'S TRACE to Resident or the Resident's legal representative, as appropriate, prior to occupancy in the following circumstances:

7.4.1 Resident rescinds the Residence and Care Agreement within seven (7) days of receiving the Disclosure Statement or executing this Agreement or at any time prior to occupancy, whichever date is later (See Section 12.1.1 of this Agreement);

7.4.2 Resident dies before occupying the unit or is precluded from occupying the unit through illness, injury, or incapacity (See Section 12.1.2); or

7.4.3 EAGLE'S TRACE elects to terminate the Agreement if it is determined that Resident is ineligible for entrance into the Community (See Section 12.1.2).

The refund of the Entrance Deposit shall be made within thirty (30) days following EAGLE'S TRACE'S receipt of actual notice of the rescission/ termination of this Agreement. If one of Joint Residents dies prior to occupancy, the remaining Resident may, but is not required to, rescind this Agreement. The surviving Resident may request a different Continuing Care Unit, and EAGLE'S TRACE will refund or charge any difference in the Entrance Deposit between the Units, provided this election is made in writing at least thirty (30) days prior to occupancy.

7.5 Refund of Entrance Deposit after Occupancy. After occupancy of the Living Unit and subject to the terms and conditions of Section 7.6 of this Agreement, EAGLE'S TRACE shall pay a refund of the Entrance Deposit to the Resident as follows:

7.5.1 Termination By Resident During Lifetime. If Resident terminates the Agreement at any time after the Occupancy Date and the expiration of the right of rescission, EAGLE'S TRACE shall pay a refund of the Entrance Deposit within sixty (60) days after fulfillment of the following conditions: (1) Resident has vacated and has removed all possessions from the Living Unit; (2) Resident has signed a unit release for the Living Unit; (3) Resident has paid to EAGLE'S TRACE all outstanding fees and charges; and (4) a qualified, new resident has signed a Residence and Care Agreement for the Living Unit, the full Entrance Deposit has been paid and the right of rescission has expired. Eagle's trace shall pay the refund of the Entrance Deposit to the duly designated beneficiaries named in a refund of Entrance Deposit agreement or, if there is no refund of Entrance Deposit agreement, to the resident.

7.5.2 Termination Due To Death Of Resident. If Resident dies after the Occupancy Date and the expiration of the right of rescission, EAGLE'S TRACE shall pay a refund of the Entrance Deposit within sixty (60) days of the fulfillment of the following conditions: (1) the Resident's personal representative or family has removed all possessions from the Living Unit; (2) the Resident's personal representative or family has signed a unit release for the Living Unit; (3) the Resident's personal representative or family has paid all outstanding fees and charges; and (4) a qualified, new resident has signed a Residence and Care Agreement for the Living Unit, the full Entrance Deposit has been paid and the right of rescission has expired. The refund shall be payable by EAGLE'S TRACE to the beneficiaries named in a duly executed refund of Entrance Deposit agreement or, if there is no refund of Entrance Deposit agreement, to the personal representative of Resident's estate. If one Joint Resident dies, there will be no refund of the Entrance Deposit; instead, so long as a surviving Resident continues to reside at the Community, the Entrance Deposit shall be deemed to have been paid entirely on behalf of the surviving Resident to be used for the survivor's care if necessary, and will eventually be paid to the survivor, to the beneficiaries named in the survivor's refund of Entrance Deposit agreement, or to the personal representative of the survivor's estate.

7.5.3 Termination By Eagle's Trace. If EAGLE'S TRACE terminates the agreement for good cause (see subsection 12.3 of this agreement), EAGLE'S TRACE shall pay a refund of the Entrance Deposit within sixty (60) days of fulfillment of the conditions listed in subsection 7.5.1 of this agreement.

7.6 Limitation On Amount Of Refund. The amount of the refund which EAGLE'S TRACE is obligated to pay to Resident and which Resident is entitled to receive shall normally be the amount of Resident's Entrance Deposit at termination minus any outstanding fees for customizing the Living Unit as set forth in a written agreement between EAGLE'S TRACE and Resident. Outstanding Monthly Service Packages, fees for ancillary services, and refurbishing fees will not be automatically deducted from the refund of the Entrance Deposit unless Resident or his/her representative so directs. However, if Resident's Living Unit is not reoccupied by a qualified new resident with an Entrance Deposit equal to or greater than resident's Entrance Deposit, within a reasonable period of

time as determined in EAGLE'S TRACE's sole discretion, then EAGLE'S TRACE will so notify Resident or Resident's personal representative. Resident or Resident's personal representative may then direct EAGLE'S TRACE to re-market the Living Unit for a discounted Entrance Deposit, and the amount of the discounted Entrance Deposit, when received from a qualified new resident, will constitute the amount of the refund to Resident.

Section 8. MONTHLY SERVICE PACKAGES

8.1 Monthly Service Package. During the term of this Agreement, Resident shall pay the applicable Monthly Service Package for the Living Unit. As of the date of this Agreement, the applicable Monthly Service Package for Resident's current Living Unit is shown in Schedule I. The Monthly Service Package is due and payable, in advance, on or before the 5th day of each month; provided, however, that the Monthly Service Package for the month during which Resident first takes occupancy of the Living Unit shall be payable in arrears on a pro-rated basis with the payment of the Monthly Service Package for the first full calendar month occurring during the term of this Agreement. Acceptance by EAGLE'S TRACE of partial payment of the Monthly Service Package does not constitute a waiver of such outstanding fees and charges unless EAGLE'S TRACE agrees to a waiver in writing. EAGLE'S TRACE may charge interest at a rate of one and one-half percent (1.5%) per month on any overdue amounts.

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

8.3 Adjustments to the Monthly Service Package. The Monthly Service Package may be revised from time to time. EAGLE'S TRACE generally adjusts fees on an annual basis after having evaluated those factors that it perceives to be relevant to the costs associated with operating the Community and other financial requirements. Normally such changes will be made to become effective on January 1 of the next following calendar year. However, except for changes required by State or Federal assistance programs, EAGLE'S TRACE reserves the right, at any time, upon thirty (30) days notice to Resident and upon amendment to the Disclosure Statement, to adjust the Monthly Service Packages to reflect any additional cost or liability for which there is no adequate, budgeted reserve, including, but not limited to, tax liability for real estate taxes relating to the Community, increased operating expenses and inflation.

8.4 Monthly Service Package in the Event of a Temporary Transfer. In the event that Resident temporarily transfers to another Living Unit in the Community or to an Off-Site Facility, Resident shall pay the Monthly Service Package for Resident's permanent Living Unit in addition to the Monthly Service Package for the temporary Living Unit or the Off-Site Facility, as the case may be. Payment of the Monthly Service Package for Resident's permanent

Living Unit assures that such permanent Living Unit will remain available to Resident during the time that Resident is temporarily transferred. The Monthly Service Package for a temporary Living Unit at the Community shall be prorated on a daily basis for the period during which Resident is temporarily transferred.

During the period of the temporary transfer, Resident's Monthly Service Package for the permanent Living Unit shall be adjusted as follows: (1) if a single Resident or one Joint Resident transfers, the Monthly Service Package will be reduced by a single Non-Occupancy Credit as defined in Section 15 of this Agreement, (2) if both Joint Residents transfer from a double occupancy Unit, the Monthly Service Package will be reduced by the two-person Non-Occupancy Credit, (3) if both Joint Residents transfer, one from a Living Unit and one from another Living Unit, each Resident's Monthly Service Package shall be reduced by the respective Non-Occupancy Credit.

Upon Resident's return to the permanent Living Unit, Resident shall continue to pay the current Monthly Service Package associated with such Living Unit.

8.5 Monthly Service Packages in the Event of a Permanent Transfer to a Different Living Unit. In the event of a permanent transfer to another Living Unit, Resident shall be responsible for payment of the Monthly Service Package as follows:

(1) If Resident permanently transfers from one Independent Living Unit to another Independent Living Unit, Resident shall normally be responsible for payment of the Monthly Service Package for the original Independent Living Unit until it is vacated and all possessions are removed. However, if Resident vacates and removes all possessions from the original Independent Living Unit within ten (10) days of occupying the new Independent Living Unit, EAGLE'S TRACE will waive further payment of the Monthly Service Package for the original Independent Living Unit as of the date that the new Independent Living Unit was occupied.

(2) If Resident permanently transfers from any Living Unit to an Assisted Living or a Nursing Unit, Resident shall normally be responsible for payment of the Monthly Service Package for the original Living Unit until it is vacated and all possessions are removed.

8.6 Monthly Service Package in the Event of a Termination of Agreement. If Resident terminates this Agreement, or if EAGLE'S TRACE terminates this Agreement for good cause in accordance with Section 12.3, or if this Agreement should terminate by reason of the death of Resident, Resident or Resident's estate, as the case may be, shall be responsible for the payment of the Monthly Service Package for the vacated Living Unit, less the Non-Occupancy Credit, until either (1) all the conditions for a refund of the Entrance Deposit set forth in Section 7 of this Agreement shall have been fulfilled, or (2) ninety (90) days following the Departure Date, whichever event shall occur first.

Section 9. OTHER FEES AND COSTS

9.1 Application Fee. Resident shall pay or has paid to EAGLE'S TRACE a non-refundable Application Fee of \$150.00 per person in connection with Resident's application for residence at the Community. The Application Fee will be refunded to Resident only if Resident exercises the right of rescission as described in Section 12.1.1 of this Agreement. If the Agreement is canceled prior to occupancy as described in Section 12.1.2, EAGLE'S TRACE may retain the Application Fee as a reasonable service charge so long as it does not exceed two percent (2%) of the Entrance Deposit.

9.2 Ancillary Services. During the term of this Agreement, Resident shall pay Ancillary Service Fees to EAGLE'S TRACE for the Ancillary Services (as described in Section 5) provided to Resident by EAGLE'S TRACE. The current Ancillary Service Fees for Ancillary Services are attached in Schedule I. Ancillary Service Fees for Ancillary Services which are provided by EAGLE'S TRACE may be revised by EAGLE'S TRACE from time to time, and such change shall take effect upon the giving of thirty (30) days notice of such increase to Resident in accordance with the rules and regulations of the Department. The charges which are based on published rates for State or Federal assistance programs (for example, Medicare rates) shall be revised upon the effectiveness of changes to such rates. All Ancillary Services provided by EAGLE'S TRACE shall be billed to Resident on Resident's monthly statement, and payment shall be due immediately upon the rendering of an invoice for such Services. Acceptance by EAGLE'S TRACE of partial payment of the charges shall not constitute a waiver of the outstanding charges unless EAGLE'S TRACE agrees to a waiver in writing. EAGLE'S TRACE may charge interest at a rate of one and one-half percent (1.5%) per month on any overdue amounts.

9.3 Other Services. Ancillary Services not provided through EAGLE'S TRACE and any other services arranged by Resident shall be billed directly to Resident, and EAGLE'S TRACE shall have no responsibility for payment of or collecting payment for such services.

9.4 Refurbishing a Vacated Living Unit. Each time Resident permanently vacates an Independent or Assisted Living Unit, irrespective of the length of time of occupancy, Resident shall pay a one-time charge to EAGLE'S TRACE to cover the reasonable cost of cleaning and refurbishing the Living Unit, including but not limited to, replacement of carpeting, spackling and/or painting of walls, removing any customized improvements and generally restoring the Living Unit to its original condition, or any other appropriate repairs, at EAGLE'S TRACE'S discretion, to bring the Living Unit back to a like-new condition.

9.5 Medical and Other Insurance. Resident shall procure and maintain in force at Resident's own cost, the maximum coverage available to Resident under Medicare Parts A and B. EAGLE'S TRACE may accept documented equivalent coverage if Resident is not qualified for Medicare or is insured under other adequate programs. Supplemental insurance is not provided by EAGLE'S TRACE. Resident shall procure, at Resident's own expense, sufficient renter's insurance coverage against damage or, loss to, or theft of, Resident's personal property.

maintained at the Community and coverage for personal liability and medical payments should a claim be made or suit brought against a Resident for damages because of a bodily injury or property damaged caused. Evidence of such insurance shall, at EAGLE'S TRACE'S request, be provided prior to occupancy.

9.6 Funeral Arrangements and Burial Expenses. Funeral arrangements and burial expenses are the responsibility of Resident. EAGLE'S TRACE will not make such arrangements or provide such services.

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

Section 10. FINANCIAL INABILITY TO PAY

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

To insure that its charitable intentions are equitably allocated for the benefit of as many residents as possible, EAGLE'S TRACE requires that, in the event that Resident claims to be unable to make full monthly payment by reason of financial inability, Resident must take any or all of the following actions, as directed by the Executive Director.

10.1 If the Resident's sources of funds, including expenditures of principal and the guaranty, if any, are inadequate for the Resident to make the payments required under this Agreement, Resident 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, Resident shall disclose his or her remaining available assets and income. The Executive Director will review the resident's financial position to determine the existence of any outside assets, including any guaranty agreements, which may first be spent for Resident's care.

10.2 If Resident has outside assets other than the Entrance Deposit, the Executive Director will establish a Spending Plan for Resident to spend the outside assets and to obtain assistance from other available means. If Resident can qualify, Resident will take the necessary

steps to obtain county, state, and federal aid or assistance including Medicare, public assistance and any other public benefit program, subject to Section 10.7 hereof. Resident agrees to execute any and all documents necessary to make and perfect such claims or rights. If Resident fails to cooperate with the Spending Plan for the outside assets, EAGLE'S TRACE may terminate the Agreement for good cause in accordance with Section 12.3 of this Agreement.

10.3 After Resident has completed the Spending Plan or if the Resident has no outside assets other than the Entrance Deposit, EAGLE'S TRACE will spend-down the Entrance Deposit. After depletion of outside assets, the Entrance Deposit is considered fully available to the Resident to pay any and all fees at the Community including Nursing Fees. The Entrance Deposit will not, however, under any circumstances be released, returned to or available to Resident for any other purposes, except as may be provided for in Section 7 of this Agreement. The Executive Director will notify Resident when spend-down of Resident's Entrance Deposit begins and again three months before the Entrance Deposit is projected to be fully depleted and spent-down.

10.4 Upon completion of the spend-down of the Entrance Deposit, Resident may qualify for assistance from the resident benevolent care fund established by EAGLE'S TRACE to the extent it is financially feasible. If Resident is approved for such assistance, the Executive Director shall inform Resident of the amount which the resident benevolent care fund will contribute to the Monthly Service Packages and the amount which Resident must contribute to the Monthly Service Package.

10.5 If requested by EAGLE'S TRACE, Resident will transfer to an alternate Living Unit at the Community if and when available.

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

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

Section 11. TRANSFERS

11.1 Temporary and Permanent Transfers. For purposes of this Agreement, a temporary transfer is a transfer of an anticipated finite duration. During a temporary transfer, Resident's permanent Living Unit shall remain available to Resident as long as Resident continues to pay the Monthly Service Package in accordance with Section 8.4. A permanent transfer is a transfer of indeterminate duration. During a permanent transfer, Resident shall be

requested to release the Living Unit. After a permanent transfer, if Resident is able to qualify to return to the Living Unit previously occupied at the Community or to a different, medically appropriate Living Unit at the Community, Resident shall have the right to occupy the Living Unit subject to the availability of such Living Unit and Resident shall be given priority over non-residents on the waiting list for the Community.

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

11.3 Transfer at the Election of EAGLE'S TRACE - Non-Emergency. All decisions regarding a transfer of Resident, except for emergency transfers, shall be made by a committee consisting of the Executive Director (or his or her designee) and the Medical Director (or his or her designee) (collectively referred to as the "Committee"). The Committee will consult with Resident, or his or her legal representative. If Resident has a Guarantor or ombudsman, such person also will be consulted if Resident so requests. EAGLE'S TRACE attempts to interact with the Resident or the Resident's representative with the goal of achieving a consensus on the need for a transfer although a consensus is not always achieved.

To accomplish the permanent transfer, Resident, or his or her representative, shall sign the Living Unit Release Transfer Addendum and the Change of Living Unit Addendum unless Resident is a Joint Resident and the other Joint Resident remains in the Living Unit. After receipt of notice of permanent transfer, Resident shall take all reasonable steps to vacate the Living Unit before the date set for the transfer. EAGLE'S TRACE will have the option of showing the Living Unit as of the Departure Date indicated in the Living Unit Release Transfer Addendum. After the transfer, if Resident's former Living Unit is not vacated, EAGLE'S TRACE shall have the right to store Resident's remaining possessions in a general storage area at the Community or to arrange for storage in a commercial storage facility at Resident's expense until disposition thereof can be made. EAGLE'S TRACE assumes no responsibility for Resident's stored possessions.

Resident shall not be transferred, temporarily or permanently, to a different Living Unit unless (1) in the opinion of the Committee, such transfer is for Resident's welfare and Resident's needs cannot be met in Resident's current Living Unit, (2) in the opinion of the Committee, the Resident's health and safety or the health and safety of another person would be endangered if the transfer is not made; or (3) in the opinion of the Committee, the transfer is deemed necessary due to failure to pay the Monthly Service Package after reasonable and appropriate notices. If Resident is transferring due to event (1) or (3) listed above and the Living Unit is occupied by a Joint Resident, the remaining Joint Resident may continue to occupy the Living Unit.

The Committee shall give Resident thirty (30) days advance written notice of the proposed transfer. Resident, or his or her representative, shall notify EAGLE'S TRACE of any

objection to the permanent transfer within ten (10) days of receipt of the notice. If Resident, or his or her representative, does not consent to the transfer, the Committee may, in its discretion and in lieu of a transfer, require Ancillary Services to be provided to Resident if a higher level of care is deemed appropriate in the opinion of the Committee for the protection of the health and safety of Resident or the welfare of other residents. If Resident, or his or her representative, does not consent to either the transfer or the provision of Ancillary Services, EAGLE'S TRACE may consider such refusal to constitute good cause for EAGLE'S TRACE to terminate the Agreement in accordance with Section 12.3 hereof.

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

11.5 Use of Living Unit. In the event of a temporary transfer, whether at the election of Resident or EAGLE'S TRACE, Resident's prior Living Unit will remain available to Resident as long as Resident continues to pay the Monthly Service Package for the permanent Living Unit in accordance with Section 8.4 hereof.

In the event of a permanent transfer, whether at the election of Resident or EAGLE'S TRACE, Resident, or his or her representative, shall sign and give to EAGLE'S TRACE a Unit Release Form, advising EAGLE'S TRACE of the Departure Date for Resident. Resident or his or her representative shall then be responsible for vacating the Living Unit and removing all personal possessions from the Living Unit. EAGLE'S TRACE shall have the right to show the Living Unit to interested applicants as of the Departure Date indicated in the Unit Release Form.

If Resident fails to vacate the Living Unit by the indicated Departure Date or, in the event of a transfer by EAGLE'S TRACE, within sixty (60) days from the notice of transfer, EAGLE'S TRACE shall have the right to store Resident's possessions in a general storage area at the Community or to arrange for storage in a commercial storage facility, all at Resident's expense, until disposition thereof can be made. EAGLE'S TRACE assumes no responsibility for Resident's stored possessions.

Section 12. TERMINATION

12.1 Termination Within Rescission Period or Prior to Occupancy.

12.1.1 Rescission. The Agreement may be rescinded by Resident within seven (7) days of making an initial deposit or executing the Agreement. Resident is not

required to move into the Living Unit until the expiration of this seven (7) day period. If the Agreement is rescinded as provided in this Section 12.1.1, Resident shall receive a refund of all fees paid except for any Monthly Service Package related to actual occupancy of the Living Unit.

12.1.2 Cancellation prior to Occupancy. The Agreement may be canceled prior to occupancy if Resident dies before occupying the Living Unit or is precluded from occupying the Living Unit as a result of illness, injury or incapacity or if EAGLE'S TRACE elects to terminate the Agreement prior to occupancy if it is determined that Resident is ineligible for entrance into the Community. If the Agreement is rescinded or terminated as provided in this Section 12.1.2, Resident shall receive a refund of all fees paid, as described in Sections 7.4 and 9.1, except for the Application Fee as a reasonable service charge as long as it does not exceed two percent (2%) of the Entrance Deposit. Resident shall not receive a refund of any non-standard costs specifically incurred by EAGLE'S TRACE at Resident's request as set forth in a separate written addendum, signed by both parties.

12.2 Termination by Resident. After occupancy and after the expiration of the rescission period described in Section 12.1, Resident may terminate this Agreement at any time and for any reason by giving thirty (30) days notice to EAGLE'S TRACE of his or her intention to terminate.

12.3 Termination by EAGLE'S TRACE. A decision by EAGLE'S TRACE to terminate this Agreement shall be made by the Executive Director of the Community. EAGLE'S TRACE may not terminate this Agreement without good cause. "Good Cause" is defined as: (i) a discharge for Resident's welfare and Resident's needs cannot be met in Resident's current Living Unit; (ii) the Resident's health and safety or the health and safety of another person would be endangered if the discharge is not made; (iii) failure to pay the Monthly Service Package after reasonable and appropriate notices; (iv) Repeated conduct by the Resident that interferes with other Residents' quiet enjoyment of the Community; (v) Persistent refusal to comply with reasonable written rules and regulations of the Community; (vi) A material misrepresentation made intentionally or recklessly by the Resident in his or her application for residency, or related materials, regarding information which, if accurately provided, would have resulted in either a failure of the Resident to qualify for residency or a material increase in the cost of providing to the Resident the care and service under the Agreement; or (vii) A material breach by the Resident of the terms and conditions of this Agreement.

Except for termination due to non-payment of fees, EAGLE'S TRACE will give Resident thirty (30) days written notice of the termination and the reason for termination. In the event of non-payment of fees, EAGLE'S TRACE will give written notice to the Resident that the Resident is in default under this Agreement for non-payment of fees. EAGLE'S TRACE may charge Resident interest on the overdue amount of one and one-half percent (1 1/2%) per month. If Resident fails to make full payment of all outstanding fees and charges within thirty (30) days of receipt of the notice, EAGLE'S TRACE may, at its election, either terminate the Agreement

upon an additional thirty (30) days notice or may require a spend-down of the Entrance Deposit, in accordance with the Community's spend-down procedures as generally set forth in Section 10 of this Agreement, to offset the overdue fees and charges. Acceptance by EAGLE'S TRACE of partial payment of the fees does not constitute a waiver of the outstanding fees and charges unless EAGLE'S TRACE agrees to a waiver in writing.

12.4 Vacating the Living Unit. Upon termination of the Agreement by election of Resident, election of EAGLE'S TRACE or due to the death of Resident, Resident, or his or her representative, shall sign and give to EAGLE'S TRACE a Unit Release Form advising EAGLE'S TRACE of the Departure Date for Resident. Resident, or his or her representative, shall then be responsible to vacate the Living Unit and to remove all personal possessions from the Living Unit. EAGLE'S TRACE shall have the right to show the Living Unit to interested applicants as of the date indicated in the Unit Release Form.

If Resident fails to vacate the Living Unit by the indicated Departure Date or, in the event of a termination by EAGLE'S TRACE within the required time for the notice of termination as provided in Section 12.3, EAGLE'S TRACE shall have the right to store Resident's possessions in a general storage area at the Community or to arrange for storage in a commercial storage facility, all at Resident's expense, until disposition thereof can be made. EAGLE'S TRACE assumes no responsibility for Resident's stored possessions.

Section 13. RIGHTS OF EAGLE'S TRACE

13.1 Community Rules and Regulations. EAGLE'S TRACE shall have the right to promulgate reasonable rules and regulations governing the conduct of the Residents. Resident shall enjoy the fullest measure of independence consistent with the accommodation in which Resident lives, subject, however, to the limitations of the reasonable policies and procedures now or hereafter adopted by EAGLE'S TRACE for the conduct and care of all residents. Resident agrees to abide by all such policies and procedures, and generally to conduct himself or herself in such a manner as to promote the peace and harmony of the Community.

13.2 Access to Living Units at the Community. Resident acknowledges and accepts the responsibility of EAGLE'S TRACE to enter Resident's Living Unit in order to carry out the purpose and intent of this Agreement and authorizes such entry. Such entry includes (1) performance of authorized housekeeping duties; (2) response to medical emergencies; (3) responses to fire protection systems; (4) entry by authorized personnel in the event that the Resident is reported missing or has not responded to a call; (5) scheduled maintenance activities; and (6) enforcement of the Community's policies and procedures. EAGLE'S TRACE acknowledges and hereby agrees to respect Resident's right to privacy and agrees to limit uninvited entry into the Living Unit at the Community to emergency situations and scheduled or authorized work as set forth in this paragraph.

13.3 Property Rights. Resident acknowledges 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 EAGLE'S TRACE. Resident's rights are limited to the rights provided in this Agreement for services and the occupancy of the Living Units. Except for Resident's right to occupy the Living Unit, any rights, privileges or benefits under this Agreement shall be subordinate to any mortgage or deed of trust or leasehold interest on any of the premises or interest in real and personal property of EAGLE'S TRACE, to all amendments, modifications, replacement or refunding, of any such mortgage or deed of trust or leasehold interest, and to such reasonable rules and regulations governing the use of the property as shall from time to time be imposed by EAGLE'S TRACE. Resident hereby agrees, upon request of EAGLE'S TRACE, to execute and deliver any document which is required to this effect by EAGLE'S TRACE, or by the holder of such mortgage or deed of trust or leasehold interest to effect such subordination or to evidence the same, and appoints EAGLE'S TRACE as Resident's attorney in fact to accomplish that purpose.

13.4 Limitation of Liability. EAGLE'S TRACE shall not be responsible for the loss of any personal property belonging to the Resident due to theft or any other cause. The liability of EAGLE'S TRACE for damage to or loss of Resident's personal property shall be limited to damage or loss caused by negligent acts or omissions of EAGLE'S TRACE or of its employees acting within the scope of their employment.

13.5 Unauthorized Transfers of Property. The financial information submitted by or on behalf of Resident is a material aspect upon which EAGLE'S TRACE is reasonably relying in determining Resident's 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, EAGLE'S TRACE is committed to take every reasonable step to assist a Resident who has depleted those assets through normal living expenditures so that he or she may continue to remain as a Resident of the Community. However, in order to protect EAGLE'S TRACE from a situation wherein a Resident divests him/herself of those assets for the purpose of qualifying for assistance or reduction of Monthly Service Packages, Resident agrees not to divest him/herself of, sell, or transfer any assets or property interests (excluding expenditures for Resident's normal living expenses) that would result in a reduction in Resident's net worth (assets less liabilities) which is below the minimum criteria to become a Community resident, without having first obtained the written consent of EAGLE'S TRACE.

13.6 Sponsorship/ Religious Affiliation. The sole member of EAGLE'S TRACE, INC. is Oak Crest Village, Inc., a charitable organization. There is no religious organization which maintains financial control over EAGLE'S TRACE.

Section 14. MISCELLANEOUS PROVISIONS

14.1 Documents Incorporated by Reference. This Agreement includes the Admissions Application for residence, the Financial Information Form, the Resident Information Form, including Resident's medical records, if any, and the Refund of Entrance Deposit

Agreement. This Agreement may include a Promissory Note, a Guaranty Agreement, a Power of Attorney for property disposition, an Advance Directive, Appointment of Health Care Agent, or Living Will (although not required by EAGLE'S TRACE), and Resident's medical insurance documentation, all of which documents are incorporated by reference and made a part of this Agreement (see Schedule III attached hereto). Resident acknowledges that EAGLE'S TRACE will rely on statements of Resident in these documents and warrants that all statements are true and complete to the best of Resident's knowledge.

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

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

14.4 Entire Agreement. This Agreement, the documents referenced in Section 14.1, and the terms of the Disclosure Statement in effect for the Community represent the entire agreement between EAGLE'S TRACE, Resident and Guarantor, if any, and supersedes all prior Agreements and negotiations. Except as contained herein or in any contemporaneous, written agreements, there are no promises or agreements between the parties.

14.5 Amendment. This Agreement shall be amended only in writing, signed by EAGLE'S TRACE and Resident.

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

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

14.8 Venue. All parties to this Agreement, including EAGLE'S TRACE, 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 Harris County,

Texas. All parties agree that the filing of any action may include a request for an expedited hearing.

14.9 Assignment. In the event that EAGLE'S TRACE or any of EAGLE'S TRACE'S successors or assigns shall give Resident notice that any or all of the rights, duties and obligations of EAGLE'S TRACE have been assigned to a new person or entity certified as a continuing care provider under the laws of the Texas Department of Insurance to provide services to residents of the Community, Resident agrees to recognize such new person or entity as the provider under this Agreement, to the extent of such assignment.

Section 15. DEFINITIONS

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

~~Act: The Texas Continuing Care Facility Disclosure and Rehabilitation Act as the same~~
~~shall be amended and corrected from time to time hereinafter.~~

Agreement: This document, including all exhibits, supplements, amendments or addenda, as signed by EAGLE'S TRACE, Resident and Guarantor, if any.

Ancillary Services: Those services specified in Section 5 of this Agreement made available by EAGLE'S TRACE and/or provided by approved outside providers, the cost of which is not included in the Monthly Service Package. Ancillary Service Fees for Ancillary Services may be changed from time to time by EAGLE'S TRACE as specified in Section 9.2 or by the outside providers.

Eagle's Trace: EAGLE'S TRACE, INC.

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

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

Community: The physical site and structures operated by EAGLE'S TRACE as a retirement community in Houston, Texas.

Covered Services: Those services specified in Section 4 of this Agreement made available by EAGLE'S TRACE for the applicable Monthly Service Package.

Department: The Texas Department of Insurance.

Departure Date: The date on which Resident or, in the event of Resident's death Resident's personal representative or family, vacates the Living Unit after providing EAGLE'S TRACE with a signed Unit Release Form and removing all possessions from such Living Unit. If Resident or Resident's personal representative or family do not timely provide EAGLE'S TRACE with a signed Unit Release Form or remove the possessions, the Departure Date shall be the date on which EAGLE'S TRACE removes all possessions from the Living Unit and places them in a general storage area at the Community or in a commercial storage facility, all at Resident's expense, until disposition thereof can be made. EAGLE'S TRACE assumes no responsibility for Resident's stored possessions.

Disclosure Statement: The statement given to Resident by EAGLE'S TRACE as required by Texas Health & Safety Code 246.042 which Resident acknowledges receiving in accordance with Schedule II.

Entrance Deposit: The Entrance Deposit required to be paid to EAGLE'S TRACE on or before the Occupancy Date as set forth in Section 7.1 of this Agreement, as may be modified, which Entrance Deposit is generally paid in a series of deposits.

Executive Director: The chief administrative officer of the Community appointed as such by EAGLE'S TRACE.

Guarantor: Any person or persons who guarantee the obligations of Resident to pay the Monthly Service Package or any other fees or Ancillary Service Fees payable by Resident under the terms of this Agreement.

Independent Living Unit: ~~Living accommodations~~ accommodations at the Community for a resident who is able to live independently within EAGLE'S TRACE'S guidelines.

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

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

Medical Director: A licensed physician officially designated by EAGLE'S TRACE as the person responsible for the direction and control of medical services offered at the Community.

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

Non-Occupancy Credit: Resident may receive a Non-Occupancy Credit to reduce Resident's Monthly Service Package when Resident is, or Joint Residents are, transferred temporarily to a different Living Unit. Resident may receive a Non-Occupancy Credit upon request in other circumstances in the sole discretion of the Executive Director. The current

Non-Occupancy Credit is provided on Schedule I, Fee Schedule. Adjustments to and policies concerning the Non-Occupancy Credit are made by EAGLE'S TRACE. Credit is given based on the required consecutive days of absence.

Notice: For the purposes of this Agreement, notice shall be deemed to have been given to Resident when deposited in Resident's message box or personally delivered to Resident, and to EAGLE'S TRACE when personally delivered to the office of the Executive Director at the Community and to General Counsel at the corporate office situated at 701 Maiden Choice Lane, Baltimore, Maryland 21228. If Resident has not yet taken possession of the Living Unit, notice to Resident shall be given by first-class mail, postage pre-paid, to Resident's last known address and such notice shall be deemed to be effective on the third day following such mailing. If Resident has been transferred to an Off-Site Facility, notice shall be given by first-class mail, postage pre-paid, to Resident at such Off-Site Facility and shall be deemed to be effective on the third day following such mailing.

Nursing Center: The Nursing Center will be located in Renaissance Gardens and will be licensed for skilled and intermediate nursing care but is not and will not be licensed to provide chronic hospital care, acute hospital care or other institutional care. Such services, if required by Resident, must be paid for by Resident and are not services covered under the scope of this Agreement.

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

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

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

Refund of Entrance Deposit Agreement: An Agreement signed by EAGLE'S TRACE and Resident designating to whom the refund of Resident's Entrance Deposit shall be made upon termination of this Agreement.

Refurbishing: Refurbishing shall include spackling, painting, housekeeping, carpet replacement or cleaning, and removing any customized improvements to the Living Unit. It is intended that the Living Unit shall be restored to the condition that it was in when it was originally occupied by Resident. The determination as to the extent of refurbishment shall be established by the Executive Director.

Renaissance Gardens: The Community building in which the Assisted Living Units and the Nursing Units are situated.

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

Spending Plan: A plan set forth by the Executive Director of the Community in the event that Resident is financially unable to pay Resident's Monthly Service Packages.

SIGNATURES

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

EAGLE'S TRACE, INC

Blago M. Bay
Witness

By: [Signature]

10/10/06
Date

NOTICE TO RESIDENT: YOU MAY CANCEL THIS AGREEMENT PRIOR TO MIDNIGHT OF THE SEVENTH (7TH) DAY AFTER THE DATE ON WHICH YOU SIGN THIS AGREEMENT OR THE DATE ON WHICH YOU FIRST RECEIVED THE COMMUNITY'S DISCLOSURE STATEMENT, WHICHEVER OCCURS LATER. IF YOU ELECT TO CANCEL THIS AGREEMENT, YOU MUST DO SO BY WRITTEN NOTICE TO EAGLE'S TRACE AND YOU WILL BE ENTITLED TO RECEIVE A REFUND OF ALL ASSETS TRANSFERRED TO EAGLE'S TRACE OTHER THAN THE CHARGES INCURRED FOR YOUR OCCUPANCY OF A LIVING UNIT. YOU ARE NOT REQUIRED TO MOVE INTO THE CONTINUING CARE FACILITY BEFORE THE EXPIRATION OF THIS SEVEN (7) DAY PERIOD.

Blago M. Bay
Witness

[Signature]
Resident

10-12-06
Date

Witness

[Signature]
Resident

10-3-06
Date

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

Witness

Guarantor

Date

Witness

Guarantor

Date

Schedule I
Schedule of Fees

Total Entrance Deposit for Unit \$ 239,000.00 consisting of:

The \$1,000 Priority List/ Application Deposit

Reservation Deposit 1: \$ —

Reservation Deposit 2: \$ —

The Signing Deposit: \$ — (bringing total to 10% of
Entrance Deposit including previous
deposits); and

The Final Deposit: \$ 238,000.00 (remaining portion of
Entrance Deposit)

Current Monthly Service Package for Unit: \$ 1622.00 per month

Current Application Fee: \$ 150.00 per applicant

Current Ancillary Fee Schedule: See next page

Schedule I - ctd.

Periodic Charges for Ancillary Services

<u>Ancillary Service</u>	<u>2006 Fee</u>
Credit for Absences per day (7 consecutive nights or more)	\$8.00
Credit for Absences per day (90 consecutive days or more) Single	\$12.00
	\$12.50
Dinner (Mon - Sat)	\$6.75
Children age 11 and under	\$17.00
Holiday Adult Meal (Buffet)	\$15.00
Sunday Brunch & Buffet	\$5.00
Carry-out Delivery	\$30.00
Dietician Consultation per hour (½ hour minimum)	\$5.00
Additional Apartment Key	\$10.00
Additional Exterior Door Key	\$3.00
Additional Mailbox Key	\$10.00
Guest Cot (Daily)	\$85.00
Guest Room - Double Occupancy (per night)	\$65.00
Guest Room - Single Occupancy (per night)	\$20.00
Housekeeping per hour (1 hour minimum)	\$10.00
Laundry per load	\$20.00
Maintenance Grounds per hour (1 hour minimum + materials)	\$24.00
Maintenance Service per hour (1 hour minimum)	
	Based on
Non-shuttle Transportation	Destination
Padlock for Storage Bin	\$10.00
Reserved Uncovered Parking (Monthly)	\$15.00
Reserved Covered Parking (Monthly)	\$30.00
Storage Bin (Monthly)	\$10.00
Health Club Monthly Fee	\$16.00
Trainer per hour (½ hour minimum)	\$40.00

Schedule I - ctd.

Periodic Charges for Ancillary Services

<u>Ancillary Service</u>	<u>2006 Fee</u>
Credit for Absences per day (7 consecutive nights or more)	\$8.00
Credit for Absences per day (90 consecutive days or more) Single	\$12.00
	\$12.50
Dinner (Mon - Sat)	\$6.75
Children age 11 and under	\$17.00
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Sunday Brunch & Buffet	\$5.00
Carry-out Delivery	\$30.00
Dietician Consultation per hour (½ hour minimum)	\$5.00
Additional Apartment Key	\$10.00
Additional Exterior Door Key	\$3.00
Additional Mailbox Key	\$10.00
Guest Cot (Daily)	\$85.00
Guest Room - Double Occupancy (per night)	\$65.00
Guest Room - Single Occupancy (per night)	\$20.00
Housekeeping per hour (1 hour minimum)	\$10.00
Laundry per load	\$20.00
Maintenance Grounds per hour (1 hour minimum + materials)	\$24.00
Maintenance Service per hour (1 hour minimum)	Based on Destination
Non-shuttle Transportation	\$10.00
Padlock for Storage Bin	\$15.00
Reserved Uncovered Parking (Monthly)	\$30.00
Reserved Covered Parking (Monthly)	\$10.00
Storage Bin (Monthly)	\$16.00
Health Club Monthly Fee	\$40.00
Trainer per hour (½ hour minimum)	

Eagle's Trace Home Care - 2006 Fee Schedule

<u>Service</u>	<u>2006 Fee</u>
Home Health Holiday Rate	Double daily rate
Home Health RN Assessment Fee	\$50.00
Home Health Weekday, ½ hour	\$11.00
Home Health Weekday, Hourly	\$17.00
Home Health Weekend, ½ hour	\$13.00
Home Health Weekend, Hourly	\$20.00
Medicine Reminder	\$11.50
RN Case Management (per hour)	\$60.00

SCHEDULE II

TEXAS DEPARTMENT OF INSURANCE

MC 106-1G, P.O. Box 149104
Austin, TX 78714-9104

EAGLE'S TRACE CONTINUING CARE RETIREMENT COMMUNITY

ACKNOWLEDGMENT OF DELIVERY OF DISCLOSURE STATEMENT

I (we) hereby declare that I (we) have received a current disclosure statement from Eagle's Trace dated April 2006 and the Exhibits numbered 1 through 8 prior to executing a Residency Agreement with Eagle's Trace.

DATE SIGNED: Nov. 3, 06

Dee J. Watkins
(Resident or Legal Representative)

(Resident or Legal Representative)

EAGLES TRACE, INC.
REFUND OF ENTRANCE DEPOSIT FORM

Name of Resident(s): Dell Gopp
Living Unit: RC 406
Date of Receipt by
EAGLES TRACE, INC.: 11-07-06

Preliminary Statements and Directions

1. Pursuant to the Residence and Care Agreement (the "Care Agreement") with EAGLES TRACE, Resident is entitled to a refund of the Entrance Deposit paid to EAGLES TRACE under certain specified conditions during Resident's lifetime or upon Resident's death based upon termination of the applicable Care Agreement. The conditions for the refund of the Entrance Deposit are set forth in the Care Agreement and, if applicable, in the Care Center Admissions Agreement. Resident and Resident's beneficiaries are subject to all terms and conditions for the refund of the Entrance Deposit and should review the same carefully. For the purpose of these Refund Forms, the term "Resident" includes the plural.

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

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

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

5. EAGLES TRACE will make a refund of the Entrance Deposit only as specified in the most recent duly executed and approved Refund Form unless the form is amended at a later date. Resident may revise the right to the refund by duly executing a new Refund of Fee form.

6. Please sign one of the following forms designating the right to refund of the Entrance Deposit. Be sure to read all of the forms before making a selection. If you do not understand the forms, please consult with your estate planning professional. If you do not understand the directions, please consult with the Sales and Admissions Staff. You may select and sign only one form.

7. If Resident is designating the refund to more than one beneficiary, percentages must add up to 100%. Please do not fill in cash amounts. EAGLES TRACE can only refund based upon percentages of the Entrance Deposit, due the possibility of spend-down of the Entrance Deposit.

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

9. There are no third-party beneficiaries to this agreement between EAGLES TRACE and Resident. EAGLES TRACE is not responsible for notifying or advising any beneficiaries of changes in the designation of the refund of the Entrance Deposit.

10. If Resident desires to assist EAGLES TRACE to support other residents who have exhausted their financial resources, Resident may choose to designate the EAGLES TRACE Benevolent Care Fund as a beneficiary by using Refund Form 3. Such a designation is completely optional on Resident's part.

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

Nov. 7. 06
Date

Dee J. Watkins-Rego
Resident

Date

Resident

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

Received by EAGLES TRACE:

By: Dee M. Day
EAGLES TRACE Representative

Date 11-7-06

REFUND FORM 1

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

2. Refund Upon Death - In the event that a refund becomes payable upon Resident's death under the terms of the Care Agreement, Resident hereby designates that the Entrance Deposit be refunded to the duly qualified personal representative, Executor or Executrix of the Resident's Estate, to be devised or bequeathed with the residuary estate as set forth in my Last Will and Testament. In the case of Joint Residents, the refund will be paid to the duly qualified personal representative, Executor or Executrix of estate of the final surviving Joint Resident, to be devised or bequeathed with the residuary estate as set forth in the Last Will and Testament of the final survivor.

David J. Wathen, Esq.
Resident

Nov. 7, 06
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 Deposit 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 Deposit Form as Resident's own act.

Blair M. Baye
Witness

ETH
Address

Witness

Address

Received by EAGLES TRACE:

By: Blair M. Baye
EAGLES TRACE Representative

11-7-06
Date

REFUND FORM 2

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

2. Refund Upon Death - In the event that a refund becomes payable upon Resident's death under the terms of the Care Agreement, Resident hereby designates that the Entrance Deposit be refunded to the duly qualified Trustee of the Trust created under my Last Will and Testament to be devised or bequeathed as set forth in the Trust documents. In the case of Joint Residents, the refund will be paid to the duly qualified Trustee created for the estate of the final surviving Joint Resident, to be devised or bequeathed as set forth in the Trust documents.

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 Deposit 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 Deposit Form as Resident's own act.

Witness

Address

Witness

Address

Received by EAGLES TRACE:

By: _____

EAGLES TRACE Representative

Date

REFUND FORM 3

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

Resident _____ Beneficiaries as designated below _____

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

Percentage Interest, Name & Address of Beneficiary

1. _____ % _____

2. _____ % _____

3. _____ % _____

4. _____ % _____

5. _____ % _____

6. _____ % _____

Resident

Date

Resident

Date

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

This Refund of Entrance Deposit 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 Deposit Form as Resident's own act.

Witness

Address

Witness

Address

Received by EAGLES TRACE:

By: _____
EAGLES TRACE Representative

Date

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

REFUND FORM 4

1. Refund During Lifetime or Upon Death - If a refund becomes due during Resident's Lifetime or upon Resident's death under the Residence and Care Agreement, Resident hereby designates that the refund be made to the Trustee(s) of the Resident's Trust at the address designated below. In the event that the Trust is revoked, Resident understands and agrees that he/she provide to EAGLES TRACE proof of the revocation of the trust and a new, duly executed Disposition Form disposing of the right to a Refund; otherwise, the Refund will be paid by EAGLES TRACE to the Resident or the duly qualified personal representative of the Resident's estate.

_____% Trustee (or qualified
Successor Trustee) for the Trust

_____% Trustee (or qualified
Successor Trustee) for the Trust

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 Deposit 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 Deposit Form as Resident's own act.

Witness

Address

Witness

Address

Received by EAGLES TRACE:

By: _____
EAGLES TRACE Representative

Date

Northern District of Texas Claims Register

09-37010-sgj11 Erickson Retirement Communities, LLC

Chapter: 11

Last Date to file claims: 02/28/2010

Last Date to file (Govt):

Creditor: (13036567) Dell J. Watkins Gopp c/o John Wesley Wauson Wauson Probus One Sugar Creek Center Blvd., Suite 880 Sugar Land, Texas 77478	Claim No: 38 Original Filed Date: 02/26/2010 Original Entered Date: 02/26/2010	Status: Filed by: CR Entered by: Wauson, John Modified:
Secured claimed: \$239000.00 Total claimed: \$239000.00		
History: <u>Details</u> <u>38-1</u> 02/26/2010 Claim #38 filed by Dell J. Watkins Gopp, total amount claimed: \$239000 (Wauson, John)		
Description: (38-1) Money deposit and related assets		
Remarks:		

Claims Register Summary

Case Name: Erickson Retirement Communities, LLC

Case Number: 09-37010-sgj11

Chapter: 11

Date Filed: 10/19/2009

Total Number Of Claims: 1

	Total Amount Claimed	Total Amount Allowed
Unsecured		
Secured	\$239000.00	
Priority		
Unknown		
Administrative		
Total	\$239000.00	\$0.00