

## Priority Program Agreement

Evergreen Communities, Inc. ("Evergreen"), a Wisconsin non-stock corporation senior living organization with a mailing address of 1130 N. Westfield St. Oshkosh, WI 54902, hereby grants to \_\_\_\_\_ ("Priority Program Member," whether one or more) the following priority number in the selection of a new residence at Evergreen Fox Crossing located at 401 North Lake Street, Neenah, WI 54956. (the "Community"):

**PRIORITY NUMBER** \_\_\_\_\_

**1. NOTIFICATION.** Evergreen does not yet have sufficient details with respect to the development and each of its residences in the Community to permit specific selection of a residence. Upon completion of sufficient planning by the Community, including the development of final floor plans, site plan, pricing schedule and its Residency Agreement, the Community will notify the Priority Program Member.

**2. APPOINTMENT AND PRESENTATION.** Upon notification from Evergreen, the Priority Program Member agrees to set an appointment with a representative of Evergreen. It is understood that, once notified by Evergreen of the Private Preview Appointment availability, it is the responsibility of the Priority Program Member to accept the Private Preview Appointment and that if they cannot meet on the date offered that Evergreen will continue to schedule appointments with other Priority Program Members (some of which may have a higher priority number than the Priority Program Member's priority number).

**3. PRIORITY RESERVATION DEPOSIT.** In consideration for the priority and benefits of this Priority Reservation Agreement, the Priority Program Member agrees to pay a deposit to Evergreen of One Thousand Dollars (\$1000.00) (the "Priority Reservation Deposit"). The Priority Reservation Deposit is a non-interest-bearing payment which will apply toward the deposit required for a new apartment residence, or will be refunded to the Priority Program Member should the Priority Program Member exercise the option to withdraw and terminate this Agreement as outlined in Paragraph 4.

**4. OPTION TO PROCEED OR WITHDRAW.** Upon the completion of the Private Preview Appointment and presentation, the Priority Program Member may exercise the option to proceed with a new residence reservation or may withdraw. Should the Priority Program Member withdraw, they would receive a full refund of the Priority Reservation Deposit within Fourteen (14) days of receipt by Evergreen of written notification requesting withdrawal. Should the Priority Program Member exercise the option to proceed with a new apartment residence reservation, provisions in Paragraph 5 will apply. In the event Priority Program Member does not make a selection or, if the Priority Program Member does not schedule a Private Preview Appointment by the date last offered for a Private Preview Appointment, the Priority Reservation Deposit will be forfeited to Evergreen at the completion of the Priority Program.

**5. RESERVATION SELECTION OF RESIDENCE.** Should the Priority Program Member exercise the option to proceed with a reservation of a new apartment residence, the Priority Program Member agrees as follows. Priority Program Member agrees to select floor plan and location on the level plan. Priority Program Member agrees to submit a completed Application and related forms provided by Evergreen for the Community. Following initial approval by Evergreen Administration of the application, Priority Program Member agrees to enter into the Residency Agreement for a new residence at the Community and submit a deposit determined by the accommodation and payment option selected by the Priority Program Member.

**6. TERMINATION OF THE AGREEMENT BY EVERGREEN.** Evergreen may terminate this Agreement in its sole discretion should the plans for the development of the Community not proceed or the Priority Program Member does not meet the Community's requirements for admission. Should Evergreen terminate this Agreement, the Priority Program Member will receive a full refund of the One Thousand Dollars (\$1000.00) Priority Reservation Deposit within fourteen (14) days of written notification of the termination of the Agreement by the Evergreen.

**7. OTHER.**

Priority Program Member's rights under this Agreement are personal and are not transferable or assignable to any other person. The Priority Reservation Deposit is intended to represent only an expression of interest in the Evergreen Fox Crossing Community and the Priority Reservation Deposit is provided in consideration of the Community placing the Priority Program Member's name on a priority waiting list for one of the new residences at the Community.

The Priority Reservation Deposit of One Thousand Dollars (\$1000.00) has been paid this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Name(s) \_\_\_\_\_

Address \_\_\_\_\_

City State zip \_\_\_\_\_

Phone number (\_\_\_\_) \_\_\_\_\_ E-mail \_\_\_\_\_

Signature \_\_\_\_\_ date \_\_\_\_\_

Signature \_\_\_\_\_ date \_\_\_\_\_

**Evergreen Communities, Inc.**

Representative Signature \_\_\_\_\_ date \_\_\_\_\_

For Office Use Only:

Date: \_\_\_\_\_ Amount: \_\_\_\_\_ Check #: \_\_\_\_\_