

RESERVATION AGREEMENT

This is an Agreement to reserve an Independent Living Unit, accommodation number _____, in the Masonic Village on the campus of the Masonic Home of Virginia, made in duplicate originals, by and between the Masonic Home of Virginia, Inc. (“Masonic Home”) and _____ (“collectively, Prospective Resident”).

WHEREAS, the Masonic Home intends to construct, has begun construction of, or has completed construction of an Independent Living Unit accommodation described by the above Unit number, on the campus of the Masonic Home; and

WHEREAS, the parties to this Agreement intend to sign a Resident’s Agreement providing for the Prospective Resident to reside in such Living Unit accommodation in accordance with the terms and conditions of such Resident’s Agreement; and

WHEREAS, the Masonic Home must gather information prior to assessing the Prospective Resident’s eligibility to reside in the Independent Living Unit accommodation on the campus of the Masonic Home; and

WHEREAS, the Prospective Resident desires to reserve such Unit during the period of information gathering prior to signing a Resident’s Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. That upon the Masonic Home’s receipt of the sum of One Thousand and No/100 Dollars (\$1,000.00) (“Reservation Fee”) for each Prospective Resident, the Masonic Home agrees to hold the Unit number referenced above for the Prospective Resident. Except as provided herein, the Reservation Fee is non-refundable.

2. This Reservation Agreement shall be superseded by a Resident’s Agreement signed by the Masonic Home and Prospective Resident. This Reservation Agreement can be terminated at the option of any party upon written notice to the other party (ies) at the addresses listed herein. The death of a Prospective Resident shall terminate this Agreement as it applies to that individual. A surviving Prospective Resident may elect either to terminate or to reaffirm this Agreement. This Reservation Fee shall be refunded within thirty (30) days after occupancy of the Living Accommodation by either (i) applying the Reservation Fee to the final payment of the Living Accommodation or (ii) returning the Reservation Fee to the Prospective Resident; such option of the refund method shall be at the discretion of the Chief Executive Officer. The Reservation Fee shall be refunded to the Prospective Resident or the Prospective Resident's Estate should the Prospective Resident die prior to occupying the Living Accommodation or be precluded through illness, injury or incapacity from becoming a Resident under the terms of the Resident's Agreement. The Reservation Fee may be refunded to the Prospective Resident, in the sole discretion of the Chief Executive Officer, if the Prospective Resident terminates the application process prior

to occupying the Living Accommodation. The Reservation Fee is otherwise nonrefundable.

3. All references to the singular shall include the plural where appropriate. All references to the male gender shall include the female gender where appropriate. This is the entire understanding and agreement between the parties, and no additional understandings, agreements or representations which are not a part of this Agreement exist.

4. All notices given under any provision of this Agreement shall be deemed to have been duly given if mailed first-class, postage prepaid, to the following addresses:

Masonic Home of Virginia
ATTN: Anne B. Hagen
Chief Executive Officer
Post Office Box 7866
Henrico, VA 23231-0366

Prospective Resident:

Any party to this Agreement may direct that notice pursuant to this Agreement be delivered to a different address, if such request is made in writing and delivered to the other parties.

WITNESS the following signatures of the parties set forth on this _____ day of _____, _____ on each of two counterparts of this document, each of which shall be deemed an original.

Date

PROSPECTIVE RESIDENT

Date

PROSPECTIVE RESIDENT

MASONIC HOME OF VIRGINIA, INC.

Date

By: _____
Chief Executive Officer