

gwenbakerlm@gmail.com

From: Scott McAlister <mcalisterscott@fvbradenton.com>
Sent: Thursday, November 17, 2022 8:46 AM
To: Jeni Tomason; Colonial Front Desk; Jennifer Brush
Subject: Unit Transfer Amendment
Attachments: BLANKFVB Colonial Building Unit Transfer Amendment (2022-08-09).docx

Dear Colonial Residents:

This afternoon we will be placing Unit Transfer Amendments (blank copy attached) into those residents' boxes that have agreed to a specific apartment in either the Concord or the Lexington. These amendments have been approved by the Florida Office of Insurance Regulation so there can be no changes made to the document. I would like to point out a few items on the form.

I have dated it November 18th because I cannot be sure that everyone will retrieve their mail today.

In the first paragraph I have inserted your name(s) and the date you signed your Residency Agreement

Number 1) Apartment, has your current unit and then the unit that you will be moving to.

Number 3) Relocation, is TBD because we have no idea when your new home will be completed which will determine when we schedule the moving company.

Number 5) Monthly Fee, shows the fee that you would be paying in the new apartment as of November 18, 2022. However, the monthly service fee is subject to rate increases in 2023 and beyond. Please be advised that if you have a contract that was executed prior to Brookdale's ownership any additional rate caps will be addressed on a one-on-one basis.

Number 8) Upgrades, is TBD because we do not have your moving date at this time.

Our goal is to have the signed copy returned to the Administration Office no later than Wednesday, November 23rd by close of business. I plan on being in the Colonial Dining Room on Monday, November 21st from 9AM-11AM so I may answer any question. Once we receive your signed document then Jeni and/or I can start discussing the finishes for your apartment.

Best regards,

Jeni & Scott

**FREEDOM VILLAGE OF BRADENTON
RESIDENCY CONTRACT
UNIT TRANSFER AMENDMENT
(COLONIAL BUILDING)**

THIS RESIDENCY CONTRACT UNIT TRANSFER AMENDMENT (“Amendment”), made this 18 day of November, 2022 by and between ____ (“Resident”) and CCRC OpCo - Bradenton, LLC d/b/a Freedom Village of Bradenton (“Provider”), amends the Freedom Village of Bradenton Residency Contract between the Provider and Resident dated ____, 20____ (“Residency Contract”), as specified herein and is the intent of the parties to be governed by this document. Capitalized terms used in this Amendment and not otherwise defined shall have the meaning given such term in the Residency Contract. This Amendment will be signed on our behalf by Life Care Services LLC (the “Manager”). Manager is acting as agent on behalf of the Provider with respect to entry into the Contract.

In consideration of good and valuable consideration, receipt of which is hereby acknowledged by each of the parties hereto, Provider and Resident mutually agree as follows:

1. **Apartment.** The Residency Contract shall be amended to reflect Resident will relocate from Apartment ____ (“Former Apartment”) to Apartment ____ (“New Apartment”).
2. **Transfer Effective Date.** The date on which Resident relocates to and takes physical possession of the New Apartment is herein referred to as the Transfer Effective Date. Upon the Transfer Effective Date, all references in the Residency Contract to the Apartment shall be deemed to refer to the New Apartment.
3. **Relocation.** Resident shall relocate to the New Apartment upon [TBD] days’ notice from Provider that the New Apartment has been refurbished and is ready for occupancy.
4. **Entrance Fee.** On the Transfer Effective Date, the Resident’s Entrance Fee will transfer to his or her New Apartment and will continue to amortize in accordance with the Residency Contract.
5. **Monthly Fee.** Resident’s Monthly Fee for the New Apartment shall be \$[Click or tap here to enter text.](#), commencing on the Transfer Effective Date. Resident’s Monthly Fee, including the second Resident Monthly Fee, if applicable, shall be credited during the calendar month that the Transfer Effective Date occurs. Monthly Fees are subject to change pursuant to the terms of the Residency Contract.
6. **Transfer Fee.** There shall be no transfer fee.
7. **Relocation Costs.** Provider shall be responsible for relocation costs. Resident shall receive the complete pack and move package at no charge to Resident.
8. **Upgrades to New Apartment.** Resident shall receive up to eight thousand dollars (\$8,000) (“Funds”) to apply towards upgrades to the New Apartment prior to occupancy. The Funds must be allocated for upgrades and the upgrades will be completed prior to the Transfer

Effective Date [TBD]. If Funds are not used by the Transfer Effective Date, then they will no longer be available. The use of the Funds is subject to the provisions of the Residency Contract regarding alterations to the Apartment performed by the Resident, including without limitation the provisions of Section 2.7 thereof.

9. **Non-Transferability.** Other than Resident's agreement to vacate the Former Apartment pursuant to Section 3 above, all terms and conditions contained in this Amendment shall apply only to the New Apartment.
10. **Amendment.** All other terms, conditions and provisions of the Residency Contract, unless modified by this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

PROVIDER

By: _____

Title: _____

RESIDENT 1

RESIDENT 2 (If applicable)



FVB Colonial Building Unit Transfer Amendment (2022-08-26)