

# Kiawah Life Plan Village, Inc.

## Reservation Agreement

THIS RESERVATION AGREEMENT is made as of \_\_\_\_\_, 2023, by and between Kiawah Life Plan Village, Inc. ("KLPV") a South Carolina nonprofit public benefit corporation ("Provider") and \_\_\_\_\_ ("you" or "Resident"). (If more than one prospective resident enters into this Agreement, the terms "you" and "Resident" shall refer to each person individually and to both persons together.)

### RECITALS

- A. Provider is developing a continuing care retirement community (the "Community"), to be located at 200 Farm Lake View Road, Johns Island, SC 29455 and named Seafields at Kiawah Island. Provider will provide residency, care, and services to persons 62 years old or older in accordance with South Carolina law.
- B. You wish to apply for life care residency at the Community and are interested in reserving a particular residence as a Founding Member.

Now, therefore, you and Provider agree as follows:

1. **Reservation of Residence.** You reserve residence number \_\_\_\_\_ ("your Residence") at the Community. In so doing, Provider agrees to reserve your Residence so that you will have access to the services and amenities described in the KLPV Residency Agreement upon occupying your Residence. KLPV, or its designee, has provided a sample copy of the KLPV Residency Agreement to you. You understand that your ability to occupy your Residence is subject to the Community receiving all necessary licensure, your qualification for admission to the Community, your execution of the applicable Residency Agreement, payment of all fees due under that Agreement and your compliance with its terms. You understand that Provider does not plan on providing skilled nursing services at the Community. After beginning your residency, if you require skilled nursing services, you will be relocated to a skilled nursing facility and pay the fees outlined in the KLPV Residency Agreement.
2. **Reservation Deposit.**
  - A. Your Residence is secured with a *fully refundable* Reservation Deposit not to exceed \$100,000. Provider will collect your Reservation Deposit upon signing this Agreement. Your Reservation Deposit shall be \$100,000, unless limited by the provisions in Section 2.B.
  - B. Because the intent of both parties is that you will later execute a KLPV Residency Agreement in accordance with Section 5, in no event will the total Reservation Deposit payments Provider collects from you exceed the total amount you would owe to Provider prior to taking occupancy of your Residence under the Residency Agreement.
3. **Escrow of Reservation Deposit.** Provider has a Depositary Agreement with the Bank of New York Mellon ("Escrow Agent") and will place your Reservation Deposit in escrow with the Escrow Agent until the Reservation Deposit is refunded to you at your request or credited toward your Entrance Fee owed. Any interest earned on your deposit will be included in your refund or in the amount

credited toward your Entrance Fee. The amount of interest may vary, but in no event does Provider expect the interest rate to exceed 1%. The contact information for the Escrow Agent is:

The Bank of New York Mellon Trust Company, N.A.  
4655 Salisbury Road, Suite 300  
Jacksonville, Florida 32256  
ATTN: Barbara Denton

4. **Construction Schedule.** Provider has entered into an agreement with a general contractor to construct the Community. To date, the contractor has started the pre-development construction process. Currently, Provider anticipates beginning vertical construction in April 2023. Provider estimates vertical construction could take around 24 months. At present, Provider estimates the independent living units will be available for occupancy in April 2025, and the assisted living units will be available for occupancy in October 2025. Provider will send you an update on the construction and development process every quarter to ensure you remain informed of the progress so that you can plan accordingly.
5. **Agreement to Execute Residency Agreement.** By signing this Agreement, you confirm your intent to execute the KLPV Residency Agreement within sixty (60) days of KLPV receiving a license to operate a continuing care retirement community from the South Carolina Department of Consumer Affairs (the "Department"). You understand you may not occupy your Residence and are not entitled to any services and benefits of residency, including continuing care services, until you have signed the applicable KLPV Residency Agreement and paid the Entrance Fee in full. If you are unable to execute the KLPV Residency Agreement within the 60 days described above, Provider may terminate this Agreement.
6. **Entrance Fee.** At the time of executing the Residency Agreement, you will be required to pay your Entrance Fee. When calculating the amount you owe at signing, Provider will apply your Reservation Deposit to the Entrance Fee amount, and you will pay the balance. Provider will deposit in escrow the Entrance Fee you pay and the funds will be released to Provider only upon the approval of the Department, which requires construction be completed and an occupancy permit issued; a long-term financing commitment has been received; and the total entrance fees received, plus the proceeds of the long-term financing commitment, equal or exceed ninety percent (90%) of the costs of constructing, equipping and furnishing the Community, funding start-up losses and assuring full performance of life care contracts.
7. **Refund of Reservation Deposit.** If either party terminates this Reservation Agreement for any reason, the Reservation Deposit shall be refunded to you in full and paid to you within 10 days of the terminating party providing written notice of its intent to terminate. You may send all termination notices and refund requests to:  

ATTN: Todd Lillibridge, President  
3642 Pompano Court  
Seabrook Island, South Carolina 29455
8. **Provider Termination.** In the event that Provider terminates this Agreement, your sole remedy shall be the return of the Reservation Deposit. For the avoidance of doubt, if Provider does not obtain permanent financing for the Community, Provider may terminate this Agreement.
9. **Term of Agreement.** This Agreement shall remain in effect until terminated by either party or until

a KLPV Residency Agreement is executed by the parties, whichever first occurs.

10. **Other Agreements.** This Reservation Agreement contains the entire agreement between you and Provider as of this date and supersedes any prior verbal or written agreements relating to residence at the Community. This Reservation Agreement may not be amended or added to except by an agreement in writing signed by both you and Provider.
11. **Disclosure Statement.** Provider shall make the current annual disclosure statement available to you prior to or upon signing this Reservation Agreement.

IN WITNESS WHEREOF, Provider and Resident have executed this Reservation Agreement.

\_\_\_\_\_  
KLPV Representative Signature

\_\_\_\_\_  
1st Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
KLPV Representative Printed Name

\_\_\_\_\_  
1st Resident Printed Name

\_\_\_\_\_  
2nd Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
2nd Resident Printed Name