

ENTRANCE FEE ESCROW AGREEMENT

of

TJH SENIOR LIVING, LLC d/b/a MOZAIC CONCIERGE LIVING

This Entrance Fee Escrow Agreement is made as of the 2nd day of February, 2024 by and between TJH SENIOR LIVING, LLC, a Connecticut limited liability company d/b/a MOZAIC CONCIERGE LIVING (the “Provider”) and Wilmington Trust, N.A., a banking institution with a place of business in the State of Connecticut (the “Escrow Agent”).

Recitals:

WHEREAS, the Provider is the sponsor of a continuing-care retirement community (“Mozaic Concierge Living” or the “Community”) to be located in Stamford, Connecticut, and as such is a “provider” within the meaning of Sections 17b-520 through 17b-535 of the Connecticut General Statutes (the “Continuing Care Facilities Laws”); and

WHEREAS, in order to comply with certain provisions of the Continuing Care Facilities Laws, including Sections 17b-521 and 17b-524, the Provider and the Escrow Agent desire to enter into this Entrance Fee Escrow Agreement (the “Agreement”) setting forth the terms for establishing and maintaining an escrow account for entrance fee payment deposits to be made with the Escrow Agent when a prospective resident reserves a residence at the Community. Such reservation will take effect upon execution of a Reservation Agreement under which the prospective resident (the “Resident”) agrees to pay the lesser of ten percent (10%) of the Entrance Fee for the reserved residence (as such term is described in the Reservation Agreement), or \$150,000 (the “Reservation Deposit”) and agrees to enter into a Residence and Services Agreement (“Residence and Services Agreement”) once the Resident’s application is accepted and the reserved residence is ready for occupancy.

NOW THEREFORE, in consideration of these premises and the mutual covenants herein set forth, the parties agree as follows:

1. Deposits. The Provider expects to receive from each Resident a Reservation Deposit payment at the time of execution of the Reservation Agreement. The Provider authorizes the Escrow Agent to establish a clearing account and separate accounts for the benefit of each Resident. On or after the date of this Agreement, the Provider will deposit with the Escrow Agent, within seventy-two (72) hours of receipt thereof by the Provider, all such Reservation Deposits received by the Provider together with a letter substantially in the form of FORM 1 attached hereto, including a copy of the signature page of each Reservation Agreement signed by a Resident, and a completed IRS Form W-9 or W-8 signed by a Resident.
2. Escrow Account. The Escrow Agent shall maintain all such Reservation Deposits made to the Escrow Account separate and apart from any other funds of Resident or of the Provider.
3. Investments. The Escrow Agent shall deposit and invest the Reservation Deposits including any and all interest and investment income, in the M&T Bank Corporate Deposit

Account, which is further described herein on Exhibit A. No amounts held by the Escrow Agent pursuant to this Agreement may be invested in any building or health-care facility of any kind or used for capital construction or improvements or for the purchase of real estate or removed from the State of Connecticut if required to be maintained within such State. No amounts held by the Escrow Agent pursuant to this Agreement shall be pledged as collateral or subordinated to other loans or commitments of Mozaic Concierge Living of any kind. The Escrow Agent shall not be liable for any loss resulting from any investment made pursuant to this Agreement in compliance with the provisions hereof or for the sufficiency of funds provided herein to make the payments required herein.

The Escrow Agent is hereby authorized and directed to sell or redeem any such investments as it deems necessary to make any payments or distributions required under this Escrow Agreement. The Escrow Agent shall have no responsibility or liability for any loss which may result from any investment, including, without limitation, negative interest, or sale of investment made pursuant to this Escrow Agreement. The Escrow Agent is hereby authorized, in making or disposing of any investment permitted by this Escrow Agreement, to deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or any such affiliate is acting as agent of the Escrow Agent or for any third person or dealing as principal for its own account. The Parties acknowledge that the Escrow Agent is not providing investment supervision, recommendations, or advice.

The Parties hereby agree that confirmations of permitted investments are not required to be issued by the Escrow Agent for each month in which a monthly statement is rendered.

4. Reports and Certificates. The Escrow Agent agrees to provide monthly reports to the Provider, which include a summary of all additions to, disbursements from and interest on the Escrow Account during the current period. In addition, the Escrow Agent agrees to provide statements indicating the status of the Escrow Accounts upon the Provider's request.

5. Disbursements. The Escrow Agent shall release any amounts then held by it in the Escrow Account in accordance with the following terms and subject to Paragraph 5.3 hereof:

5.1 Disbursement When Resident Cancels the Reservation Agreement For Any Reason. In the event the Resident cancels the Reservation Agreement for any reason, the Escrow Agent shall, upon receipt of written notice thereof from the Provider certifying that such refund shall be made (see FORM 2), return within two Business Days to the Resident the Reservation Deposit paid by such Resident plus interest earned from the date of deposit until the date of cancellation, as is required by Section 8 of the Reservation Agreement. Any Reservation Deposit refundable to a Resident pursuant to this Paragraph 5.1, are hereinafter referred to as a "Refundable Deposit."

5.2 Disbursements to the Provider. The Escrow Agent shall release Reservation Deposits to the Provider within two Business Days upon receipt by the Escrow Agent of written notice from the Provider substantially in the form of FORM 3 attached hereto which certifies that all conditions required by Section 17b-524(a)(2) of the Continuing Care Facilities Laws have been met to permit such release and sets forth the amount to be released. The Provider shall send

such written notice as a PDF attachment via electronic mail. Upon receipt of the written notice, the Escrow Agent shall release forthwith to the Provider the amount set forth in the written notice.

5.3 Written Confirmation by Provider of Disbursement. In any case in which funds are required to be disbursed by the Escrow Agent hereunder, the Provider shall promptly give written notice to the Escrow Agent of the amount(s) to be disbursed to Resident and/or Provider, as the case may be (refer to Paragraphs 5.1, 5.2 and FORMS 2 and 3). In any case in which a Resident has notified the Escrow Agent that a Reservation Deposit should be released to such Resident: (i) the Escrow Agent shall immediately notify the Provider of such request (such notice to be given by electronic mail); and (ii) the Escrow Agent shall not disburse any such funds except in accordance with written confirmation of the Provider, which confirmation shall be given by written notice substantially in the form attached hereto as FORM 1 (refer to Paragraph 5.1).

Provider understands and agrees that the Escrow Agent shall have no obligation or duty to act upon a Written Direction delivered to the Escrow Agent for the disbursement of Escrow Property under this Escrow Agreement if such Written Direction is not (i) in writing, (ii) signed by an authorized representative of Provider and (iii) delivered to, and able to be authenticated by, the Escrow Agent in accordance with this Agreement. The Escrow Agent shall have no duty or obligation to verify that the person who sent such instruction is, in fact, a person duly authorized to give instructions on behalf of a Party, other than to verify that the signature of the Authorized Representative on any such instruction appears to be the signature of such person.

6. Delivery and Authentication of Written Direction. The Written Direction must include the name and signature of the person delivering the disbursement request to the Escrow Agent. The Escrow Agent will check that the name and signature of the person identified on the Written Direction appears to be the same as the name and signature of an Authorized Representative of Provider

(a) Upon receipt of Written Direction and verification of signature, the Escrow Agent shall follow internal policies and procedures for confirming the validity or authenticity of funds transfer instructions, which may, but are not required to, include a telephone call to an Authorized Representative of the Provider purporting to deliver the Written Direction (which Authorized Representative may be the same as the Authorized Representative who delivered the Written Direction) at any telephone number for such Authorized Representative to obtain oral confirmation of delivery of the Written Direction.

(b) Provider acknowledges and agrees that given its particular circumstances, including the nature of its business, the size, type and frequency of its instructions, transactions and files, internal procedures and systems, the alternative security procedures offered by the Escrow Agent and the security procedures in general use by other customers and banks similarly situated, the security procedures set forth in this Section are a commercially reasonable method of verifying the authenticity of a payment order in a Written Direction.

- (c) Notwithstanding anything else, the Escrow Agent shall be deemed to have acted in good faith and without negligence, gross negligence or misconduct if the Escrow Agent is authorized to execute the payment order under this Section. Any action taken by the Escrow Agent pursuant to this Section prior to the Escrow Agent's actual receipt and acknowledgement of a notice of revocation, cancellation or amendment of a Written Direction shall not be affected by such notice of revocation, cancellation or amendment of a Written Direction.
- (d) The security procedures set forth in this Section are intended to verify the authenticity of payment orders provided to the Escrow Agent and are not designed to, and do not, detect errors in the transmission or content of any payment order. The Escrow Agent is not responsible for detecting an error in the payment order, regardless of whether either Party believes the error was apparent, and the Escrow Agent is not liable for any losses arising from any failure to detect an error.
- (e) When instructed to credit or pay a party by both name and a unique numeric or alpha-numeric identifier (e.g. ABA number or account number), the Escrow Agent, and any other banks participating in the funds transfer, may rely solely on the unique identifier, even if it identifies a party different than the party named. Each Party agrees to be bound by the rules of any funds transfer network used in connection with any payment order accepted by the Escrow Agent hereunder.
- (f) The Escrow Agent shall not be obliged to make any payment requested under this Escrow Agreement if it is unable to validate the authenticity of the request by the security procedures set forth in this Section. The Escrow Agent's inability to confirm a payment order may result in a delay or failure to act on that payment order. Notwithstanding anything else in this Escrow Agreement, the Escrow Agent shall not be required to treat a payment order as having been received until the Escrow Agent has authenticated it pursuant to the security procedures in this Section and shall not be liable or responsible for any losses arising in relation to such delay or failure to act.

7. Income Tax Allocation and Reporting. Agent's function of making such payments is solely ministerial and upon written direction of the Provider.

- (a) Provider agrees that, for tax reporting purposes, the Escrow Property shall be deemed to be the property of Resident and all interest and other income from investment of the Escrow Property shall, as of the end of each calendar year and to the extent required by the Internal Revenue Code of 1986, as amended (the "**Code** ") to be reported as having been earned by such Party, whether or not such income was disbursed during such calendar year. The Escrow Agent shall be deemed the payor of any interest or other income paid upon investment of the Escrow Property for purposes of performing tax reporting. With respect to the preparation, delivery and filing of such required tax information reporting forms and all matters pertaining to the reporting of earnings on funds held under this Escrow Agreement, the Escrow Agent shall be entitled to request and receive written instructions from the Provider, and the Escrow Agent shall be entitled to rely conclusively and without further inquiry on such written instruction.

With respect to any other payments made under this Escrow Agreement, the Escrow Agent shall not be deemed the payor and shall have no responsibility for performing tax reporting.

- (b) Prior to the establishment of Subaccounts, the Provider shall provide the Escrow Agent with certified tax identification numbers by furnishing appropriate forms W-9 or W-8 and such other forms and documents that the Escrow Agent may request for each Resident. Provider understands that if such tax reporting documentation is not provided and certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, to withhold a portion of any interest or other income earned on the investment of the Escrow Property.
- (c) To the extent that the Escrow Agent becomes liable for the payment of any taxes in respect of income derived from the investment of the Escrow Property, the Escrow Agent shall satisfy such liability to the extent possible from the Escrow Property. The Provider hereby indemnifies, defend and hold the Escrow Agent harmless from and against any tax, late payment, interest, penalty or other cost or expense that may be assessed against the Escrow Agent on or with respect to the Escrow Property and the investment thereof unless such tax, late payment, interest, penalty or other expense was finally adjudicated to have been directly caused by the gross negligence or willful misconduct of the Escrow Agent. The indemnification provided by this Section is in addition to the indemnification provided in elsewhere in this Agreement and shall survive the resignation or removal of the Escrow Agent and the termination of this Escrow Agreement.

8. Notice to Residents. The Provider shall provide each prospective Resident of Mozaic Concierge Living who has signed a Reservation Agreement with the name, address, and telephone number of the Escrow Agent and shall file a copy of this Agreement with the Department of Social Services. This Agreement may not be amended without prior notification of the Department of Social Services of the proposed change. For the avoidance of doubt, however, the Escrow Agent shall not accept any instruction or direction from the Resident pursuant to the terms of this Escrow Agreement.

9. Duties. The Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no implied duties or obligations shall be inferred or otherwise imposed upon or against the Escrow Agent. The Escrow Agent may rely conclusively upon any writing or instrument under signature which it, in good faith, believes to be genuine; may assume the validity and accuracy of any statement or assertion contained in any such writing or instrument; and may assume that any person purporting to give any writing, notice, advice, or instruction in connection with the provisions hereof has been duly authorized to do so, unless Escrow Agent has reason to believe otherwise. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form or manner of execution or validity of any instrument deposited with or delivered to the Escrow Agent hereunder. The duties of the Escrow Agent hereunder shall be limited to the safekeeping of the deposits and other money, instruments, or other documents received by it as Escrow Agent and for its disposition of the

same in accordance with the written instructions accepted by it as Escrow Agent. Each and every determination, payment, action or duty to be taken by the Escrow Agent under this Agreement shall be taken based solely on the written direction from the Provider. The Escrow Agent will be fully released from any liability hereunder if it acts in accordance with such written direction. The Escrow Agent may consult with counsel and the written advice of such counsel shall be full and complete authorization for any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

10. Indemnity. The Provider hereby indemnifies and defends the Escrow Agent and its directors, officers, employees and agents (collectively, the “**Indemnified Parties**”), and hold the Indemnified Parties harmless from any and against all liabilities, losses, actions, suits or proceedings at law or in equity, and any other expenses, fees or charges of any character or nature, (including, without limitation, negative interest, attorney's fees and expenses and the costs of enforcement of this Escrow Agreement or any provision thereof), which an Indemnified Party may incur or with which it may be threatened by reason of acting as or on behalf of the Escrow Agent under this Escrow Agreement or arising out of the existence of the Escrow Account, except to the extent the same shall be have been finally adjudicated to have been directly caused by the Escrow Agent's gross negligence or willful misconduct. This Section of the Agreement shall survive termination of the Agreement.

11. Limitation of Liability. THE ESCROW AGENT SHALL NOT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (I) DAMAGES, LOSSES OR EXPENSES ARISING OUT OF OR IN CONNECTION WITH THIS ESCROW AGREEMENT, THE ESCROW ACCOUNT, THE ESCROW PROPERTY, OR THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES, LOSSES OR EXPENSES WHICH HAVE BEEN FINALLY ADJUDICATED TO HAVE DIRECTLY RESULTED FROM THE ESCROW AGENT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (II) SPECIAL, INDIRECT, PUNITIVE INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION, OR (III) ANY AMOUNT IN EXCESS OF THE VALUE OF THE ESCROW PROPERTY. THIS SECTION OF THE AGREEMENT SHALL SURVIVE TERMINATION OF THE AGREEMENT.

12. Merger or Consolidation. Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which the Escrow Agent is a party, shall be and become the successor escrow agent under this Escrow Agreement and shall have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any instrument or paper or the performance of any further act.

13. Disagreements. If any conflict, disagreement or dispute arises involving the Residents or any of the parties hereto concerning the meaning or validity of any provision hereunder or concerning any other matter relating to this Escrow Agreement, or the Escrow Agent

is in doubt as to the action to be taken hereunder, the Escrow Agent may, at its option, refuse to act until the Escrow Agent (a) receives a final non-appealable order of a court of competent jurisdiction directing delivery of the Escrow Property or (b) receives a written instruction, executed by each of the parties involved in such disagreement or dispute, in a form reasonably acceptable to the Escrow Agent, directing delivery of the Escrow Property. The Escrow Agent will be entitled to act on any such written instruction or final, non-appealable order of a court of competent jurisdiction without further question, inquiry or consent. The Escrow Agent may file an interpleader action in a state or federal court, and upon the filing thereof, the Escrow Agent will be relieved of all liability as to the Escrow Property and will be entitled to recover reasonable and documented out-of-pocket attorneys' fees, expenses and other costs incurred in commencing and maintaining any such interpleader action. In the event the Escrow Agent receives conflicting instructions hereunder, the Escrow Agent shall be fully protected in refraining from acting until such conflict is resolved to the satisfaction of the Escrow Agent.

14. Attachment of Escrow Property; Compliance with Legal Orders. In the event that any Escrow Property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the Escrow Property, the Escrow Agent is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. In the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any Party or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

15. Termination. Either party may terminate this Agreement upon thirty (30) days written notice thereof to the other party, subject to the appointment of a successor escrow agent by the Provider within such thirty (30) day period. The Provider shall give prompt written notice to the Escrow Agent of the name and address of the successor escrow agent. If a successor escrow agent is not appointed by the Provider within the thirty (30) day period, the Escrow Agent may petition the Court to appoint a successor. Upon the appointment of such successor escrow agent, the Escrow Agent agrees to deliver to such successor escrow agent all funds and documents in its possession within thirty (30) days from the date of its notice of termination or resignation, or five (5) business days from the date of appointment of the successor escrow agent, whichever shall later occur. The successor escrow agent shall also be required to have its place of business in Connecticut.

16. Fees. The Provider shall pay the Escrow Agent its usual and customary fee for services as Escrow Agent as such amounts are set by the Escrow Agent from time to time and shall reimburse the Escrow Agent for its reasonable expenses incurred in connection with the execution of this Agreement. Fees for any additional or extraordinary services may be agreed upon by the Provider and the Escrow Agent.

17. Amendments. This Agreement may be amended by the parties in writing signed by both, provided that no amendments be made without prior notification by the Provider to the Commissioner of the Connecticut Department of Social Services and prior to approval by the

Commissioner of the proposed changes, if and to the extent required by the Act or regulations thereunder.

18. Governing Law. This Agreement shall be construed according to the laws of the State of Connecticut.

19. Venue. Provider and the Escrow Agent hereby consent to the exclusive personal jurisdiction of the courts located in **Fairfield County in the State of Connecticut** in the event of a dispute arising out of or under this Escrow Agreement. Provider and the Escrow Agent hereby irrevocably waives any objection to the laying of the venue of any suit, action or proceeding and irrevocably submits to the exclusive jurisdiction of such court in such suit, action or proceeding.

20. Superseder. This Agreement supersedes and replaces any and all prior agreements between the parties concerning the subject matter hereof. If a court of competent jurisdiction declares a provision invalid, it will be ineffective only to the extent of the invalidity, so that the remainder of the provision and Escrow Agreement will continue in full force and effect.

21. Force Majeure. The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligation under this Escrow Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; wars; acts of terrorism; civil or military disturbances; sabotage; epidemic; riots; interruptions; loss or malfunctions of utilities including but not limited to, computer (hardware or software), payment systems, or communications services; hacking, cyber-attacks or other unauthorized infiltration of the Escrow Agent's information technology infrastructure; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

22. Compliance with Legal Orders. The Escrow Agent shall be entitled to consult with legal counsel in the event that a question or dispute arises with regard to the construction of any of the provisions hereof and shall incur no liability and shall be fully protected in acting in accordance with the advice or opinion of such counsel.

23. No Financial Obligation. The Escrow Agent shall not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers, and shall not be required to take any action which, in the Escrow Agent's sole and absolute judgment, could involve it in expense or liability unless furnished with security and indemnity which it deems, in its sole and absolute discretion, to be satisfactory.

24. Notices. All notices, requests, demands, and other communications required under this Escrow Agreement shall be in writing, in English, and shall be deemed to have been duly given if delivered (i) personally, (ii) by facsimile transmission with written confirmation of receipt, (iii) by overnight delivery with a reputable national overnight delivery service, (iv) by mail or by certified mail, return receipt requested, and postage prepaid, or (v) by electronic transmission; including by way of e-mail (as long as such email is accompanied by a PDF or similar version of

the relevant document bearing the signature of an Authorized Representative for the Party sending the notice) with email confirmation of receipt. If any notice is mailed, it shall be deemed given five business days after the date such notice is deposited in the United States mail. If notice is given to a party, it shall be given at the address for such party set forth below. It shall be the responsibility of each Party to notify the Escrow Agent in writing of any name or address changes. In the case of communications delivered to the Escrow Agent, such communications shall be deemed to have been given on the date received by the Escrow Agent.

If to Provider:

TJH Senior Living, LLC dba Mozaic Concierge Living

4200 Park Avenue

Bridgeport, CT 06604

Attn: Roger F. Sliby

Telephone: 203-365-6404

Email address: rsliby@mozaicsl.org

If to the Escrow Agent:

Wilmington Trust, National Association

Corporate Client Services

213 Market Street, 2nd Fl

Harrisburg, PA 17101

Attn: Amy M. Kohr

Telephone: 717-255-2265

Email address: akohr@wilmingtontrust.com

25. Interpretation. Section headings of this Escrow Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions of this Escrow Agreement. Unless otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Any references to an Exhibit is a reference to an Exhibit of this Escrow Agreement.

26. Electronic Signatures; Facsimile Signatures; Counterparts. This Escrow Agreement may be executed in one or more counterparts. Such execution of counterparts may occur by manual signature, electronic signature, facsimile signature, manual signature transmitted by means of facsimile transmission or manual signature contained in an imaged document attached to an email transmission, and any such execution that is not by manual signature shall have the

same legal effect, validity and enforceability as a manual signature. Each such counterpart executed in accordance with the foregoing shall be deemed an original, with all such counterparts together constituting one and the same instrument. The exchange of executed copies of this Escrow Agreement or of executed signature pages to this Escrow Agreement by electronic transmission, facsimile transmission or as an imaged document attached to an email transmission shall constitute effective execution and delivery hereof. Any copy of this Escrow Agreement which is fully executed and transmitted in accordance with the terms hereof may be used for all purposes in lieu of a manually executed copy of this Escrow Agreement and shall have the same legal effect, validity and enforceability as if executed by manual signature.

27. Waiver of Jury Trial. **EACH OF THE PARTIES HERETO EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN RESOLVING ANY CLAIM OR COUNTERCLAIM RELATING TO OR ARISING OUT OF THIS ESCROW AGREEMENT.**

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Entrance Fee Escrow Agreement as of the 2nd day of February, 2024.

Wilmington Trust, N.A.

By 
Its Assistant Vice President

TJH SENIOR LIVING, LLC

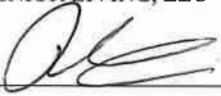
By 
Its CFO

EXHIBIT A

**Agency and Custody Account Direction
For Cash Balances**

Manufacturers & Traders Trust Company Deposit Accounts

Direction to use the following Manufacturers & Traders Trust Company (also known as M&T Bank) Deposit Account for Cash Balances for the escrow account or accounts (the "Account") established under the Escrow Agreement to which this Exhibit A is attached.

You are hereby directed to deposit the Resident Deposits in the following deposit account of M&T Bank:

M&T Corporate Deposit Account

M&T Corporate Deposit Account at a variable rate of Effective Fed Funds Rate minus 30 basis points.

The Parties acknowledge that amounts on deposit in the M&T Bank Deposit Account are insured, subject to the applicable rules and regulations of the Federal Deposit Insurance Corporation (FDIC), in the basic FDIC insurance amount of \$250,000 per depositor, per issued bank. This includes principal and accrued interest up to a total of \$250,000.

The Provider acknowledges that they have full power to direct investments of the Account.

The Provider understands that they may change this direction at any time and that it shall continue in effect until revoked or modified by me by written notice to you.

[Letterhead]

FORM 1
Reservation Deposit

Date: _____

To: Wilmington Trust, N.A.

In accordance with the Entrance Fee Escrow Agreement entered into between TJH Senior Living, LLC and Wilmington Trust, N.A., please deposit this Reservation Deposit into the established Escrow Account for Mozaic Concierge Living's entrance fee deposits.

1. Date of Reservation Agreement: _____
2. Amount: \$ _____
3. Name on Reservation Agreement: _____

I certify that I am authorized to act on behalf of TJH Senior Living, LLC for purposes of this deposit.

Sincerely,

[Letterhead]

FORM 2
Refund to Resident

Date: _____

To: Wilmington Trust, N.A.

In accordance with Paragraph 5.1 of the Entrance Fee Escrow Agreement entered into between TJH Senior Living, LLC and Wilmington Trust, N.A., please release the Refundable Deposit plus interest to the Resident named in the Reservation Agreement, as outlined in Section 5.1 of the Entrance Fee Escrow Agreement.

1. Name on Reservation Agreement: _____
2. Amount of deposit: \$ _____
3. Interest: \$ _____
4. Any cancellation costs: \$ _____
5. Amount to be refunded to Resident: \$ _____

I certify that I am authorized to act on behalf of TJH Senior Living, LLC for purposes of this notice.

Sincerely,

[Letterhead]

FORM 3
Release of Reservation Deposits to the Provider

Date: _____

To: Wilmington Trust, N.A.

In accordance with Paragraph 5.2 of the Entrance Fee Escrow Agreement (the “Escrow Agreement”) entered into between TJH Senior Living, LLC and _____, please release to TJH Senior Living, LLC the amounts indicated below and deposited with you pursuant to the Entrance Fee Escrow Agreement. We hereby certify that the conditions set forth in Section 5.2 of the Entrance Fee Escrow Agreement have been satisfied.

Amount to be released: \$ _____

ABA No.:

Account Number:

Account Name:

I certify that I am authorized to act on behalf of TJH Senior Living, LLC for purposes of this notice.

Sincerely,