

**Mercy Ridge**  
**Waitlist – Preferred Deposit Agreement**  
**Mercy Ridge, Inc.**

Mercy Ridge, Inc. (the "Sponsor"), a not-for-profit corporation organized and existing under the laws of the State of Maryland, hereby acknowledges that \_\_\_\_\_

\_\_\_\_\_ ("Preferred Depositor") has made a fully refundable deposit of One Thousand Dollars (\$1,000) (the "Preferred Deposit") which is a portion of the entrance fee for Mercy Ridge (the "Community"). The Sponsor further acknowledges that the Preferred Depositor has also submitted a non-refundable processing fee of One Hundred Fifty Dollars (\$150).

A Preferred Deposit grants the Preferred Depositor the opportunity to reserve an apartment at the Community when such apartment of the type requested by the Preferred Depositor becomes available. Execution of this Preferred Deposit Agreement reserves for the Preferred Depositor the right to enter into a Residency and Care Agreement with the Sponsor (subject to other requirements regarding Preferred Depositor's eligibility to enter into such agreement).

At the date of execution of the Preferred Deposit Agreement, the Preferred Depositor has selected the \_\_\_\_\_

Apartment style as a first (1<sup>st</sup>) preference and the \_\_\_\_\_ apartment style as a second (2<sup>nd</sup>) preference, if an alternate apartment type is acceptable. The time period in which the Preferred Depositor would like to move, upon apartment availability, to Mercy Ridge is best described as:

(0-6 mos.) (6-12 mos.) (24-36 mos.) (36 mos.+).

(Please circle appropriate time period.)

The Sponsor will notify Preferred Depositor of the availability of an apartment at Mercy Ridge according to the date of execution of the Preferred Deposit Agreement. All notification to Preferred Depositor, however, is at the discretion of the Mercy Ridge Marketing Director, based on prior apartment offers to and requested time periods of the Preferred Depositor and other Preferred Depositors. Upon notification of availability, provided that Preferred Depositor has received Sponsor's latest certified financial statement and disclosure statement at least seven (7) days prior to the notification of availability, the Preferred Depositor will have seven (7) days to contract with the Sponsor for the apartment by executing a Residency and Care Agreement and submitting a ten percent (10%) deposit. The Preferred Deposit will be applied toward the 10% deposit. The 10% deposit will equal 10% of the entrance fee to be paid pursuant to Section 5.C. of the Residency and Care Agreement.

The Sponsor may use all deposits and entrance fees, including the Preferred Deposit, at any time. The Sponsor may terminate this Preferred Deposit Agreement at any time for any reason whatsoever by notifying the Preferred Depositor in writing and refunding the full amount of the Preferred Deposit. No interest will be paid on the Preferred Deposit. Once the notice is given and the refund is made, the Sponsor is fully discharged from all further liability in respect to such deposit.

The Preferred Depositor may cancel this Preferred Deposit Agreement at any time by requesting in writing the return of the Preferred Deposit for any reason whatsoever. Repayment of the Preferred Deposit will be made within thirty (30) days of the receipt of the request for refund. No interest will be paid on the Preferred Deposit. Once a refund is made, the Sponsor is fully discharged from all further liability in respect to such deposit. The Sponsor shall not be charged with knowledge of an applicant's death until notified in writing.

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Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Preferred Depositor \_\_\_\_\_ Preferred Depositor \_\_\_\_\_

SS# of Preferred Depositor \_\_\_\_\_ SS# of Preferred Depositor \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_ Telephone Number (\_\_\_\_) \_\_\_\_\_

MERCY RIDGE, INC. Email address \_\_\_\_\_

By: \_\_\_\_\_ Name: Patty Yingling Title: Marketing Director