

ESCROW AGREEMENT

Commitment No: _____

THIS ESCROW AGREEMENT (“Agreement”) is made as of _____, 20____, by and among _____ (“Depositor”), Senior Solutions Ltd. (“Developer”), and _____ (“Escrow Agent”).

RECITALS:

- A. Developer is developing a Senior Community (“Community”) for which the Depositor has deposited funds for the purpose of entering into a Lease Agreement with the Community.
- B. The Depositor has executed a Deposit Agreement with the Developer with an Option to enter into a Lease Agreement with the Community.
- C. Developer is authorizing Escrow Agent to hold the Deposit of \$ _____ (“Funds”) received under the Deposit Agreement which amount shall be held in escrow by Escrow Agent.

THE PARTIES AGREE:

1. **Recitals:** The above recitals are incorporated below as if set forth at length.
2. **Assurances:** The Developer shall be responsible for procuring performance of improvements as detailed in the Senior Living Budget in Exhibit A and referenced in the Deposit Agreement. The Depositor shall: (a) determine whether the Improvements have been satisfactorily completed, and (b) obtain its own assurance that liens are outstanding or can attach to the Communities on account of the Work.
3. **Release of the Funds:** Escrow Agent shall hold the Funds for the following:
 - A. On receipt of written instructions from two officers of the Developer directing Escrow Agent to disburse the Funds to the service provider for performance of the Improvements in Exhibit A, the Escrow Agent shall disburse the Fund as directed in such notice.
 - B. In the event Escrow Agent does not receive joint written instructions under Section 3(A), above, on or before March 31, 2024 (“End Date”), Escrow Agent shall continue to hold the Funds until the first of the following events:
 - i. Receipt by Escrow Agent of joint written instructions from Depositor and Developer to disburse the Funds to a Service provider (upon receipt of such notice, Escrow Agent shall make the disbursement as directed in the notice);
 - ii. Return of the Funds by Escrow Agent to the Depositor with 5% per annum interest if the Depositor elects to cancel the Deposit Agreement at the End Date, subject to reasonable processing time not to exceed six (6) months;
 - iii. Release of Funds to the Community when the Depositor enters into a Lease Agreement

with the Community.

4. **Deposit of Funds** All funds received by the Escrow Agent shall be deposited on or before March 1, 2021 in name of Senior Solutions Ltd – Community Escrow Account: BMD 6000239475 at Clarien Bank Limited, Head Office, 19 Reid Street Hamilton HM 11
5. **Escrow Account Deposit and Restrictions** The Developer agrees that the Escrow Account Funds on deposit with Clarien Bank shall only be used as payment for the required expenditures pursuant to this Escrow Agreement and the Deposit Agreement. All interest shall accrue into the Escrow Account for the benefit of the Depositors.
6. **Purpose of Escrow Funds** is for the land, architecture, engineering, and permitting (‘Improvements’) of the Community for development by the Developer. The Escrow Funds shall not be used or pledged by the Developer for any other purpose during the period of the Escrow Account. All disbursements are to be released only upon receipt of an authorized invoice for the listed expenditures.
7. **A 60 Day Notice** will be issued in writing by the Developer to the Depositors if the Improvements are not likely to be completed by the End Date, with explanation of cause of the delay and the request to extend the End Date with a written approval by the Depositor. The Depositor may elect to receive the refund of the deposit with interest or provide written approval of the extension of the End Date.
8. **Termination of Obligation** the Escrow Account will terminate on March 31, 2026, unless it is terminated sooner by the completion of the development activities. Any balance of the Escrow Account Funds after completion of the Improvements or after return of the deposits when requested shall be released to Senior Solutions Ltd to assure the appropriate completion of the Community. The Developer shall not be responsible to pay for Improvements costing more than the funds available in the Escrow Account.
9. **Breach and Remedy** In the event of a breach of this Escrow Agreement by the Escrow Agent, such breach shall be corrected within seventy-two (72) hours of notice of occurrence. Notice is considered given when sent to the Escrow Agent email address as set out below. In the event the breach is not corrected within seventy-two (72) hours, any and all money and documents deposited with the Escrow Agent shall be entrusted to a replacement escrow agent to be named by the Developer. The initial Escrow Agent will be required to repay any unauthorized deficiencies and penalties in the Escrow Account.
10. **Effective Date** This Escrow Agreement shall be effective when executed by all parties and upon confirmation from Clarien Bank that: (1) funds were deposited in a segregated account; (2) the account is in the name of the Senior Solutions Ltd –Community Escrow Account for the required Improvements in Exhibit A.
11. **Clarification of Duties** The Person who serves as an Escrow Agent is appointed ONLY in connection with these instructions and cannot give legal advice to any party hereto.

12. **Additional Funds to Complete the Work** In the event that the Funds are insufficient to complete the Improvement, plus interest, escrow costs, and attorney's fees, if applicable, the Depositor or Developer may agree to deposit such additional funds with the Escrow Agent or amend Exhibit A to complete the Improvements. It is expressly understood and agreed that Escrow Agent assumes no liability or responsibility to the parties for the adequacy of the Funds deposited to complete the Improvements.
13. **Liability of Escrow Agent** Escrow Agent shall not be liable for: (i) any act or omission done in good faith under this Agreement, nor (ii) any loss arising out of loss or impairment of the Funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except as shall result from failure of the Escrow Agent to comply with written the instructions from the Developer and/or Depositor to deposit the Funds in a bank which has been designated by name or to release the funds for approved expenditures to the correct account. The Developer and/or Depositor agree to, jointly and severally, hold Escrow Agent harmless for all reasonable actions taken by Escrow Agent in accordance with this Agreement.
14. **Action Against Escrow Agent** The parties agree that any action in relation to an alleged breach of this Agreement by Escrow Agent shall be commenced within two years of the date of the breach, or from the date the breach is discovered, whichever is later. Any action not brought against Escrow Agent within that period shall be barred, without regard to any other limitations period set forth by law or by statute, and the Developer and/or Depositor hereby waive any statute of limitations to the contrary.
15. **Construction** The Parties agree that the Escrow Agent shall be required to act in respect to the deposit under this Agreement only upon the terms of this Agreement or upon the written instructions of the Developer and/or Depositor. In the event a dispute arises under this Agreement, Escrow Agent reserves the right to hold any money in its possession, or any other deposits made pursuant to this Agreement, until a mutual agreement has been reached among the parties or pursuant to a final judgment or decree of a court of competent jurisdiction.
16. **Escrow Fee** The Developer shall pay the Escrow Agent for its services under this Agreement. In addition, in the event that Escrow Agent does not receive joint written instructions from Developer on or before the End Date, Escrow Agent shall be entitled to a monthly maintenance fee of \$50.00, to be paid from the Funds at any such time as Escrow Agent, in its sole discretion, shall deem appropriate.
17. **Counterparts** This Agreement may be executed in counterparts. When each party has executed a copy of this Agreement, the executed copies taken together shall have the same force and effect as if executed in one document. Facsimile signatures on this Agreement shall be deemed original signatures.
18. **Notices** Any notice required under this Agreement shall be given in writing at the addresses set forth at the end of this Agreement and by: (a) certified or registered mail, postage prepaid, (b) overnight courier guaranteeing next day delivery, (c) personal delivery, or (d) digital transmission. All notices shall be deemed given fourteen (14) business days following deposit in the United States mail with respect to certified or registered letters, five (5) business day

following deposit if delivered to an overnight courier guaranteeing next day delivery, and on the same day if sent by personal delivery or digital transmission with proof of transmission.

19. **Binding** The terms, covenants and conditions of this Agreement shall be binding upon all the parties and their respective successors, heirs and assigns, and this Agreement will be governed by and construed in accordance with the laws of Bermuda and the parties hereby agree to the jurisdiction of the Courts of Bermuda in any proceeding hereunder.

In witness whereof, the Parties hereto have set their hands the year and date last below written.

DEPOSITOR:	DEVELOPER:	ESCROW AGENT:
Signature _____	Signature _____	Signature _____
Name _____	Name _____	Name _____
Address _____	Address _____	Address _____
Address _____	Address _____	Address _____
Phone _____	Phone _____	Phone _____
eMail _____	eMail _____	eMail _____

Date: _____, 2020

Authorization for Release of Escrowed Funds
(to be completed at the time funds are requested)

Pursuant to the terms and provisions of Escrow Agreement dated _____, 20____ (“Agreement”) by and among the below named Seller and Buyer and the Escrow Agent named in the Agreement, Developer directs the Escrow Agent to disburse the Funds in the amount of \$_____ to _____.

The disbursement check should be delivered to the following address:

Words not otherwise defined in this Authorization shall have the same meaning set forth in the Agreement.

Date: _____.

DEVELOPER:

Name: _____
Address: _____
City, State: _____
Phone #: _____

DEVELOPER:

Name: _____
Address: _____
City, State: _____
Phone #: _____

EXHIBIT A

List of Improvements

SENIOR LIVING SPARK BUDGET Preparation for Full Funding

Cost Category	Total Amount
Design Due Diligence	
Topographical Survey	15,000
Schematic Design	\$ 75,000
Scope/Implementation	37,500
Design Development	\$ 250,000
Quantity Surveyor	45,000
Construction & MEP	75,000
Environmental Survey	-
<i>Subtotal - Development Due Diligence</i>	\$ 497,500
Regulatory & Legals	
Planning Permit Process DAP1	50,000
Legals for Transfers & Leases	85,000
Zoning Submission Fees	3,500
Department of Health Preliminary Application	1,500
<i>Subtotal - Regulatory</i>	\$ 140,000
Land Control and Purchase	
Initial Earnest Money/Option Deposits	\$ 350,000
Legal Fees - Purchase and Sale Agreement	8,500
Legal Fees - Title Review	2,500
Legal Fees - Closing	5,000
<i>Subtotal - Land Control</i>	\$ 366,000
Market Development	
Targeted Service Model DlvP	40,000
Marketing Materials & Renditions	75,000
Administration Cost	60,000
<i>Subtotal - Market Development</i>	\$ 175,000
Feasibility & Implementation	
SK Feasibility Study	\$ 83,000
OnePointe Implementation Plan	\$ 37,500
SSL Strategic Development	116,537
TMG Administration Cost	38,605
<i>Subtotal - Implementation</i>	\$ 275,642
Contingency	\$ 45,000
Total - Stage I Pre-Finance	\$ 1,001,642

SSL Budget for Stage I Preparation for the 3 communities to secure development financing.
To be controlled under Escrow Agreement expenditures process.