

## PRIORITY AGREEMENT

### *The Colonnade of Estero*

Estero, Florida

VOANS SW Florida Healthcare, Inc., the non-profit sponsor of The Colonnade of Estero (“The Colonnade” or the “Community”) hereby acknowledges with this agreement (this “Priority Agreement”) that \_\_\_\_\_ has/have made a FULLY REFUNDABLE deposit of One Hundred Dollars (\$100.00) (the “Priority Deposit”) in exchange for receiving a Priority Number (hereinafter defined) for The Colonnade, a planned living well community for individuals 62 years of age or better to be located in Estero, Florida.

In consideration of the Priority Deposit, The Colonnade agrees that you shall have the priority number \_\_\_\_\_ in the selection of a residence at The Colonnade. When the residences are available for selection, priority members will be contacted in sequential order by priority number to visit the information center and be among the first to reserve a specific independent living apartment before the general public.

Upon selection of an independent living apartment, you will be required to pay, in full, the reservation deposit and sign a Reservation Agreement for your chosen apartment by a specified date. The full amount of the Priority Deposit will be applied as partial payment of the reservation deposit required by the Reservation Agreement for your selected independent living apartment.

The Colonnade agrees to promptly place your Priority Deposit in a federally-insured account at Sun Trust Bank (the “Priority Deposit Account”). You may cancel this Priority Agreement at any time and for any reason by notifying The Colonnade in writing at the address which appears below. Upon receipt of such request, the Priority Deposit will be refunded to you, in-full, within thirty (30) business days.

The Colonnade of Estero  
21101 Design Parc Lane, Unit 101  
Estero, FL, 33928

The purpose of the Priority Agreement and the Priority Deposit is to allow you to be among the first to be contacted and invited into our information center for the opportunity to select and reserve one of our independent living apartments. **Nothing in this Priority Agreement shall be construed as binding upon either party with respect to approval of residency, availability or style of independent living apartment. Further, the Priority Deposit is not an application fee, an entrance fee, a Reservation Deposit or Resident Deposit.** Neither this agreement nor the Priority Deposit shall require or entitle you to enter into any Reservation Agreement or Residency Agreement with The Colonnade.

[SIGNATURE PAGE TO FOLLOW]

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Home Telephone

\_\_\_\_\_  
Mobile Telephone

\_\_\_\_\_  
Email

VOANS SW Florida Healthcare, Inc.

\_\_\_\_\_  
The Colonnade of Estero Authorized Representative