



FRIENDSHIP VILLAGE

OF DUBLIN

Beneficiary Designation of Entrance Fee Refund Amount

_____ (“you”) entered into a Residency Agreement dated _____, _____ (“Residency Agreement”) with FRIENDSHIP VILLAGE OF DUBLIN, OHIO, INC. (“FVD”), an Ohio nonprofit corporation. Pursuant to the Residency Agreement, you are entitled designate a beneficiary to receive your Entrance Fee, subject to any offset rights under the Residency Agreement (“Entrance Fee Refund Amount”), upon your death (or upon the death of the survivor of you). This Beneficiary Designation allows you to designate one or more individuals (Part A), a trust (Part B) or FVD (Part C). You hereby designate the following to receive the Entrance Fee Refund Amount upon your death (or upon the death of the survivor of you):

A. Individual(s) _____ (initial here if payable to one or more individuals)

The percentages for all individual beneficiaries must total 100%. If you mark “Payments made to this deceased beneficiary’s children” and the named beneficiary predeceases you, the monies which would have been paid to that beneficiary will be paid equally to his/her children who are then living (if any). If there are no living children for that deceased beneficiary or if you do not mark “Payments made to this deceased beneficiary’s children,” his or her portion will be paid proportionately to the remaining beneficiaries who are then living. In the event that are no beneficiaries living, the Entrance Fee Refund Amount will be paid to your Estate (or to the Estate of the survivor of you).

1. Name: _____
Address: _____
Phone: _____ Relationship: _____
Social Security Number: _____ % (Percentage)

Payments made to this deceased beneficiary’s children

2. Name: _____
Address: _____
Phone: _____ Relationship: _____
Social Security Number: _____ % (Percentage)

Payments made to this deceased beneficiary’s children

3. Name: _____
Address: _____
Phone: _____ Relationship: _____
Social Security Number: _____ % (Percentage)

Payments made to this deceased beneficiary's children

4. Name: _____
Address: _____
Phone: _____ Relationship: _____
Social Security Number: _____ % (Percentage)

Payments made to this deceased beneficiary's children

B. Trust _____ (initial here if payable to a trust)

Name of Trust: _____
Name of Trustee: _____
Address of Trustee: _____
Date of Trust: _____
Percentage: 100%

C. Friendship Village of Dublin _____ (initial here if payable to FVD) 100%
(Percentage)

You do not wish to designate or restrict the use of the Entrance Fee Refund Amount and intend for FVD to use the Entrance Fee Refund Amount for any purpose that would support its mission and charitable purposes.

You wish to designate and restrict the use of the Entrance Fee Refund Amount to one or more of the following specific purposes and in accordance with the percentage allocations indicated below (percentages must total 100%):

- Greatest Need Fund (Unrestricted) _____ %
- Residents' Benevolent Fund _____ %
- Friendship Village of Dublin Scholarship Fund _____ %
- Rea & Genell Secrest Health Services Fund _____ %
- Community Enrichment Fund _____ %
- Capital Projects Fund _____ %

FVD will use its best efforts to respect the designation and/or restriction on use of the Entrance Fee Refund Amount you have indicated above. However, future circumstances may arise that may make it imprudent, impractical or impossible for FVD to use the Entrance Fee Refund Amount in accordance with your designation and/or restriction. These circumstances may include, without limitation, FVD's (i) elimination of a specific designated fund; or (ii) determination that a fund has sufficient monies to accomplish the designated or restricted purposes for which it was established. By executing this Beneficiary Designation, you authorize the Board of

Directors of FVD to redirect some or all of the Entrance Fee Refund Amount to another fund of FVD with purposes as similar as possible to your original intent if the Board of Directors determines that such action is necessary or appropriate pursuant to this paragraph.

D. Other Terms and Conditions

1. You acknowledge that you have been advised to seek advice from an attorney or other financial advisor, independent of FVD, prior to making, revoking or modifying this Beneficiary Designation.

2. You agree that in the event of a dispute as to this Beneficiary Designation FVD may:

- (a) Ask a court of competent jurisdiction to resolve any dispute and to recover its costs of doing so, including reasonable attorneys' fees, from the Entrance Fee Refund Amount; and
- (b) Rely upon an order of a court of competent jurisdiction determining the beneficiary of some or all of the Entrance Fee Refund Amount provided that all interested parties (i) had notice of the dispute and an opportunity to participate in the court proceedings; or (ii) executed an agreement resolving the dispute.

3. You, on behalf of yourself, your estate and all successors in interest, hereby agree to indemnify and hold FVD harmless from any claim which might be brought against FVD concerning the direct payment of the Entrance Fee Refund Amount as directed in this Beneficiary Designation.

4. This Beneficiary Designation shall not be effective until approved in writing by FVD.

5. This Beneficiary Designation shall be governed, administered, and enforced according to the laws of the State of Ohio.

6. You or the survivor of you may revoke or change this Beneficiary Designation at any time during your lifetime by providing written notice to FVD.

In witness whereof, this Beneficiary Designation is executed this _____ day of _____, 20__.

Witness

Signature of Resident(s)

Witness

Printed Name(s) of Resident(s)

Approved by Friendship Village of Dublin the ____ day of _____, 20 ____.

Friendship Village of Dublin, Ohio, Inc.

By _____

Its _____