4100 Jackson Ave.
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www.wcares.net
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ASSIGNMENT OF RIGHTS TO REPAYMENTS WESTMINSTER

THIS ASSIGNMENT OF RIGHTS TO REPAYMENTS ("Assignment") is made this _____ day of _____, 20____, by _____ and _____ ("Resident(s)") (each of them if there is more than one) to _____ ("Assignee"), _____ ("Assignee"), _____ ("Assignee"), _____ ("Assignee") and approved by Westminster ("The Community").

WHEREAS, the Resident(s) lives at Westminster pursuant to a Residency Agreement ("Residency Agreement") and may be entitled to refundable sums under that agreement. As used in this Assignment, the term "Residency Agreement" shall refer to each and every Standard Plan or Return of Capital Residency Agreement entered into between Community and Resident(s).

WHEREAS, the Resident(s) desire(s) that all rights of repayment to the Resident(s) of all refundable sums made or to be made under the Residency Agreement and all refundable sums pursuant to any other agreements be assigned to and become the property of the Assignee.

THEREFORE, it is agreed as follows:

The Resident(s) hereby assigns all right, title, and interest in and to the Resident's(s') rights of repayment of all refundable sums made or to be made under the Residency Agreement and all refundable sums pursuant to any other agreements between the Resident(s) and the Community (i) first to repayment to Community of any and all monies due and owing to the Community; then (ii) second, if elected by Resident(s), to Westminster CARES Foundation as provided below; then (iii) to the benefit of the Assignee.

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1. CHECK THOSE THAT ARE APPLICABLE:

_____ In the event of the cancellation of the Residency Agreement for any reason other than death, any required repayment of all refundable sums shall be paid to _____, the Assignee, pursuant to this Assignment.

_____ In the event of the death of the Resident (or the last survivor if there is more than one), any required repayment of all refundable sums, except as provided in Paragraph 3 below, shall be paid to

1._____ _____%

2._____ _____%

3._____ _____%

4._____ _____%, the Assignee, pursuant to this Assignment.

2. CHARITABLE ASSIGNMENT ELECTION

☐ I elect to assign a portion of any refundable funds payable under the Residency Agreement or any related agreements to the Westminster CARES Foundation pursuant to this Paragraph.

Percentage to be Assigned to the Westminster CARES Foundation: _____% (0–100%)

Resident Initials: _____

Resident Initials: _____ (if applicable)

If there are two Residents, this Charitable Assignment Election shall not be effective unless such election is made by both then-living Residents.

Charitable Assignment to Westminster CARES Foundation

Notwithstanding any other provision of this Assignment or the Residency Agreement, the Resident(s) hereby voluntarily and irrevocably assigns and directs Westminster to pay _____% (0–100%) of any refundable funds payable under the Residency Agreement or any related agreements directly to the Westminster CARES Foundation.

If a refund becomes payable as a result of the cancellation or termination of the

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Residency Agreement during the Resident's(s') lifetime, unless the Resident(s) specifically directs otherwise in writing, this Charitable Assignment shall be null and void and Community shall make no deduction for the benefit of Westminster CARES Foundation from funds due to the Resident(s).

If a refund becomes payable as a result of the death of the Resident(s) (or the last surviving Resident if there is more than one), the assigned percentage shall first be deducted from the refundable funds otherwise payable pursuant to Paragraph 2(b) of this Assignment, and such amount shall be paid directly to the Westminster CARES Foundation.

The Assignee acknowledges and agrees that he, she, or it has no ownership interest, claim, right, title, or entitlement to the portion of any refund assigned to the Westminster CARES Foundation and expressly waives any right to contest, challenge, interfere with, or seek recovery of the assigned amount.

The Resident(s) acknowledges that this charitable assignment is made voluntarily and reflects the Resident's(s') desire to support the charitable mission of the Westminster CARES Foundation. Westminster shall be entitled to rely on this Assignment and shall have no liability to the Resident(s), Assignee, heirs, beneficiaries, estate representatives, or any other person for making payment in accordance with the charitable assignment set forth herein.

Upon payment of any assigned refund amount to the Westminster CARES Foundation in accordance with this Assignment, the charitable gift shall be deemed completed and irrevocable. Neither the Resident(s), the Resident's(s') estate, heirs, beneficiaries, personal representatives, Assignee, nor any other person claiming through or on behalf of the Resident(s) shall have any right to revoke, rescind, reclaim, recover, or challenge the payment made to the Westminster CARES Foundation. Westminster and the Westminster CARES Foundation shall be entitled to rely conclusively upon the instructions contained in this Assignment.

3. The Resident(s) and Assignee acknowledge that this assignment is subject to the approval of The Community in its sole discretion.

4. This is a separate agreement between the Community and Resident(s) and shall not constitute an amendment to the Residency Agreement.

5. This Assignment shall not relieve the Resident(s) of liability for payment of sums due under the Residency Agreement.

6. All notices required under the Residency Agreement shall be given to the

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Resident(s) and deemed given to the Assignee.

7. The Resident(s) agrees to indemnify and hold The Community harmless from claims concerning direct payment pursuant to this Assignment.

8. This Assignment will remain effective until revoked in writing by the Resident(s).

9. In the event of any conflict between this Agreement and the Residency Agreement, such conflict will be resolved at the sole discretion of The Community.

CHARITABLE GIFT ACKNOWLEDGMENT

The undersigned Resident(s) acknowledges that the charitable assignment described in Paragraph 2 is voluntary and is intended to constitute a charitable gift to the Westminster CARES Foundation from refundable funds otherwise payable under the Residency Agreement or related agreements.

The Resident(s) understands that the percentage designated in Paragraph 2 will be paid directly to the Westminster CARES Foundation and will reduce the amount otherwise payable to the Resident(s), the Resident's(s') estate, and/or the Assignee.

The Resident(s) confirms that the percentage stated in Paragraph 3 accurately reflects the Resident's(s') wishes and charitable intent.

Resident Initials: _____

Resident Initials: _____ (if applicable)

Executed by the Resident(s) this _____ day of _____, 20_____.

Witness: _____ RESIDENT: _____

Witness: _____ RESIDENT: _____

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Executed by Assignee this _____ day of _____, 20_____.

Witness: _____ ASSIGNEE: _____

Witness: _____ ASSIGNEE: _____

Witness: _____ ASSIGNEE: _____

Witness: _____ ASSIGNEE: _____

Approved by Westminster this _____ day of _____, 20_____.

WESTMINSTER

By: _____
Authorized Representative

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Beneficiary Assignment Contact Information

Assignee 1:

Name:

Address:

Email:

Phone:

Assignee 2:

Name:

Address:

Email:

Phone:

Assignee 3:

Name:

Address:

Email:

Phone:

Assignee 4:

Name:

Address:

Email:

Phone: