ALLEGHENY LUTHERAN SOCIAL MINISTRIES

We Touch Lives

The Lutheran Home at Hollidaysburg

a Continuing Care Retirement Community of
Allegheny Lutheran Social Ministries

Located at:

916 Hickory Street
Hollidaysburg, PA 16648
Phone: (814) 696-4527

Effective Date of Disclosure Statement: January 2026

EQUAL HOUSING OPPORTUNITY

This Disclosure Statement is not a contract and the Provider reserves all rights to amend, revise, update and otherwise change the Disclosure Statement at any time, in accordance with applicable laws.

The issuance of a Certificate of Authority does not constitute approval, recommendation or endorsement of the facility by the Pennsylvania Department of Insurance, nor is it evidence of, nor does it attest to, the accuracy or completeness of the information contained in this Disclosure Statement.

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Important Information to Prospective Residents

Pursuant to the Pennsylvania Continuing Care Provider Registration and Disclosure Act, 40 P.S. Section 3207 et. sec. (the "Act"), this Disclosure Statement is being delivered to you at the time of or prior to your execution of a "Residency Agreement," or at the time of or prior to your payment of any money to The Lutheran Home at Hollidaysburg. A copy of the Residency Agreement is attached. Your receipt of this Disclosure Statement creates no obligation on your part to execute and deliver the Residency Agreement to The Lutheran Home at Hollidaysburg, nor does it create any obligation on the part of The Lutheran Home at Hollidaysburg.

This Disclosure Statement contains a fair summary of the material enclosed and other terms of the documents purported to be summarized. This Disclosure statement is furnished to prospective Residents and their representatives, and may not be relied upon by any other person.

SUMMARY OF DISCLOSURE STATEMENT

The following summary is qualified in its entirety by more detailed information appearing elsewhere and referred to in this Disclosure Statement and Residency Agreement attached to this Disclosure Statement.

1. **THE FACILITY:** The Lutheran Home at Hollidaysburg ("TLHH") currently provides a continuum of services consisting of residential housing for the elderly (hereinafter referred to as "Independent Living"), and Nursing Care on its existing campus at 916 Hickory Street, Hollidaysburg, PA 16648. Phone: (814) 696-4527.

2. **LICENSED PROVIDER:** Allegheny Lutheran Social Ministries' principal office is located at 916 Hickory Street, Hollidaysburg, PA 16648. Phone: 814-696-4500.

3. **PERSON TO BE CONTACTED TO DISCUSS ADMISSION**: Admissions is the contact for individuals considering admission to TLHH. Admissions may be contacted at 916 Hickory Street, Hollidaysburg, PA 16648. Phone: (814) 696-4527.

4. **DESCRIPTION OF PROPERTY:** TLHH is located on approximately nine (9) acres in a suburban area of Hollidaysburg, Pennsylvania. The campus consists of a 89 bed, one (1) floor Nursing Facility known as The Lutheran Home at Hickory Commons; a four (4) floor apartment building consisting of 39 Independent Living Apartments known as Hillcrest Apartments; and 50 Independent Living Cottages. In addition, a 55 bed Personal Care facility is available at The Lutheran Home at the Oaks, TLHH's sister campus in Pleasant Gap, PA.

5. **AGE REQUIREMENTS:** The minimum age for admission to the independent living facilities is 55 years of age, or at least one spouse must be 55 years of age. Anyone under 55 years of age needs approval by the Board as designated by CEO.

6. **AFFILIATIONS WITH RELIGIOUS, FRATERNAL, AND OTHER NON-PROFIT ORGANIZATIONS**: ALSM is a not-for-profit, mission driven organization that is affiliated with the Evangelical Lutheran Church, Allegheny Synod. The Evangelical Lutheran Church is not responsible for any financial or contractual obligations, debts or liabilities of ALSM. ALSM uses the services of The Evangelical Lutheran Church in America Foundation ("ELCA"), which offers a Deferred Payment Charitable Gift Annuity and is a member of the Pennsylvania Association of Non-Profit Homes for the Aging ("LEADINGAGE PA"), an association that represents over 320 nonprofit providers of long-term care and housing services for 65,000 elderly residents across Pennsylvania. LEADINGAGE PA is committed to helping its members provide quality care efficiently and effectively for the individuals and families they serve. ALSM is also a member of the American Association of Homes and Services for the Aging ("AAHSA") an association that represents not-for-profit providers through mission-driven, not-for-profit organizations dedicated to providing the services people need. AAHSA, ELCA and LEADINGAGE PA are not responsible for any financial or contractual obligations, debts or liabilities of ALSM.

7. **CURRENT RESIDENT POPULATION:** TLHH's campus currently provides care to 116 residents on the campus. The current Resident population includes:

Nursing	42 residents
Independent Living	49 (cottages)
Independent Living	21 (apartments)

8. **ENTRANCE FEE AND MONTHLY FEES:** The Entrance Fee for Independent Living Cottages will vary according to the option chosen by the Resident. Example:

MODEL TYPE	**OPTION** Entrance Fee (Earned)	
	Entrance Fee	Monthly Fee
COTTAGE		
Two Bedroom 1400 sq. ft.	$ 90,000	$1,264
Three Bedroom 1800 sq. ft.	$ 90,000	$1,659

For full details on the Entrance Fees refer to the Disclosure Statement and Residency Agreement.

9. TAX EXEMPT STATUS: ALSM is exempt from payment of Federal Income Tax in accordance with Section 501 (c)(3) of the Internal Revenue Code.

DISCLOSURE STATEMENT

This Disclosure Statement contains a fair summary of the material enclosed and other terms of the documents purported to be summarized.

NAME AND BUSINESS ADDRESS

Allegheny Lutheran Social Ministries, d/b/a The Lutheran Home at Hollidaysburg (TLHH"), is a not-for-profit Pennsylvania retirement community located at 916 Hickory Street, Hollidaysburg, PA 16648. Allegheny Lutheran Social Ministries' ("ALSM") principal corporate office is located at 998 Logan Blvd., Altoona, PA 16602.

HISTORY AND ORGANIZATION

The Allegheny Lutheran Homes, which began in 1948 and Lutheran Social Services, which began in 1956 merged in 1991 and became ALSM. The Nursing Facility began operations in 1952. Construction of the Independent Living Cottages began in 1954 and The Independent Living Apartments were constructed in 1984. In 2004, a new Nursing Facility was constructed. ALSM is affiliated with the Evangelical Lutheran Church, Allegheny Synod. ALSM provides Retirement Living Communities, Long-term Care Facilities, Community Support Services, Adult Day Care, Head Start/Early Head Start and Child Day Care, Family Center and Parent-Child Home Programs throughout its eight county service area.

ALSM owns and operates the following facilities, all of which are occupied and currently operating:

Name	Location	Commenced Operation	Nursing Care	Personal Care	Independent Living
The Lutheran Home at Hollidaysburg	916 Hickory Street Hollidaysburg, PA 16648	NF 1952 IL 1954	89 Beds	Operated in affiliation with The Lutheran Home at Johnstown	50 Cottages and 39 Apartments
The Oaks at Pleasant Gap	200 Rachel Drive Pleasant Gap, PA	1995	None	55 Units	33 Apartments 34 Cottages

A Corporate Organizational Chart for ALSM is attached as **EXHIBIT A**.

BOARD OF DIRECTORS & GOVERNANCE

ALSM is a not-for-profit, charitable organization that is governed by a volunteer Board of Trustees. The Board of Trustees of ALSM has oversight authority over the business affairs of ALSM. No Officer, Director, Trustee, or other person holds a 10% or greater equity or beneficial interest in ALSM or in an entity that has provided $500 or more in goods or services to ALSM. The officers and directors of ALSM serve on a voluntary basis and receive no remuneration for their activities related to ALSM.

Each board member is elected as a representative of one of the seven conferences of the Allegheny Synod or as a member-at-large. The Board of Trustees meets bimonthly to discuss issues facing ALSM. Each board member also serves on a committee like finance, ministry, human resources, nominating, or advancement committee. Several board members also volunteer for other charitable organizations in their communities. A listing of the Officers and Board of Trustees is attached as **EXHIBIT B.**

ALSM, its Officers, and the Board of Trustees: (a) have not been convicted of a felony or pleaded nolo contendere to a felony charge or been held

liable or enjoined in a civil action by final judgment if the felony or civil action involved fraud, embezzlement, fraudulent conversion or misappropriation of property; and (b) are not subject to a currently effective injunctive or restrictive order of a court of record, or within the past five years had any State or Federal license or permit suspended or revoked as a result of an action brought by a governmental agency or department, arising out of or relating to business activity or health care, including, but without limitation, actions affecting a license to operate a foster care facility, nursing home, retirement home, home for the aged or facility registered under the Pennsylvania Continuing Care Provider Registration and Disclosure Act or a similar act in another state.

MANAGEMENT PERSONNEL

The senior management team has extensive experience in the provision of health, housing and supportive services to seniors. A listing of the senior management team of ALSM and TLHH is attached as **EXHIBIT C**.

AFFILIATIONS WITH RELIGIOUS, FRATERNAL, AND OTHER NON-PROFIT ORGANIZATIONS

ALSM is a not-for-profit, mission driven organization that is affiliated with the Evangelical Lutheran Church, Allegheny Synod. The Evangelical Lutheran Church is not responsible for any financial or contractual obligations, debts or liabilities of ALSM. ALSM is a partner with The ELCA Foundation, which offers a Deferred Payment Charitable Gift Annuity and a member of LEADINGAGE PA, an association that represents over 320 nonprofit providers of long-term care and housing services for 65,000 elderly residents across Pennsylvania. LEADINGAGE PA is committed to helping its members provide quality care efficiently and effectively for the individuals and families they serve. ELCA and LEADINGAGE PA are not responsible for any financial or contractual obligations, debts or liabilities of ALSM.

DESCRIPTION OF PHYSICAL PROPERTY

TLHH is located on approximately nine (9) acres in a suburban setting of Hollidaysburg, Pennsylvania. The campus consists of an 89 bed, one (1) floor Nursing Facility; a 38 unit, four (4) floor Independent Living Apartment building, and 50, one (1) floor Independent Living Cottages.

RESIDENT CHARGES

Continuing care services are provided to Residents of the Cottages in return for payment of an Entrance Fee. An Entrance Fee is one charged to Residents seeking admission to the Cottages. An alternative Residency Agreement is offered which provides for a Monthly Rental Admissions Plan to the Cottages and to the Apartments that is not subject to review and approval by the Department of Insurance.

Payment of a Reservation Fee and a One-Time Entrance Fee. Independent Living units known as Cottages will be available for an Entrance Fee of $90,000. The prospective Resident will pay a non-refundable Application Processing Fee of $100.00 at the time of submitting the Application for an Independent Living Cottage. Upon approval of a prospective Resident's application for residency, such individuals are required to pay an amount equivalent to five percent (5%) of the Entrance Fee as a Reservation Fee, which reserves a chosen model and unit location. The balance of the Entrance Fee is owed by the Resident on the designated occupancy date or upon occupancy, whichever is earlier. The Reservation Fee is applied as a credit toward the remaining balance due at the time of closing. TLHH offers the following Entrance Fee options:

Amortization of Entrance Fee.

- One hundred percent (100%) of the Entrance Fee shall be amortized over a period of sixty (60) months beginning in the month of the Designated Occupancy Date or of Occupancy, whichever is earlier. If

Resident converts to the monthly rental plan, the monthly rental plan will result in an increase in the Monthly Fee. Community and Resident shall execute an addendum to this Agreement reflecting the change in the Monthly Fee.

- Reference should be made to the Residency Agreement for further information. See **EXHIBIT D**.

Termination and Possible Refunds.

Termination Before Occupancy. All payments, except the non-refundable Application Processing Fee, shall be refunded to the Resident if a Resident rescinds the Residency Agreement within seven (7) days by signing the attached Notice of Right to Rescind and delivering it to TLHH. In the event of termination of the Residency Agreement by the Resident's death before the designated occupancy date; or in the event Resident is precluded from taking occupancy because of illness, injury, or incapacity prior to the designated occupancy date; a full refund less the Application Processing Fee and any amounts deducted to cover expenses incurred by TLHH for any upgrades or improvements as requested by the Resident will be made in accordance with the refund provisions of the Residency Agreement. If the Resident does not terminate the Residency Agreement within the seven (7) day rescission period but does terminate prior to the occupancy date, while not precluded from taking occupancy by illness, injury, incapacity, or death; a full refund less the Application Processing Fee, Reservation Fee, and any amounts deducted to cover expenses incurred by TLHH for any upgrades or improvements as requested by the Resident will be made in accordance with the refund provisions of the Residency Agreement. Where two or more individuals have signed the Residency Agreement for multiple occupancy, the death of one Resident shall not constitute termination of the Residency Agreement, and no refund shall be due. Residents should refer to the Residency Agreement for further details on the refund policy before occupancy.

Reference should be made to the Residency Agreement for further information.

Termination After Occupancy. In the event of termination for any reason after occupancy, the following refund provisions shall apply depending on the Entrance Fee Option selected by Resident.

- In the event of termination for any reason during the amortization period, Resident will be entitled to a refund of unamortized portion of the Entrance Fee. All refunds are subject to deductions for the amount of financial assistance subsidy provided to Resident by TLHH, and/or any amounts necessary to cover costs incurred by TLHH to refurbish, restore or repair the residential unit in the event of unreasonable wear and tear, and/or costs incurred at the specific request of Resident, and/or any unpaid charges. All refunds shall be paid to Resident or Resident's estate in accordance with Section 9.4 of the Residency Agreement.

Reference should be made to the Residency Agreement for further information.

Services Included in the Monthly Fee. Services are provided in accordance with the terms of the Residency Agreement. The services included in the Monthly Fee include:

- maintenance and repairs including plumbing, electrical, and appliances related to or in the cottage
- grounds keeping, lawn care, and snow removal
- Property Insurance on community property
- real estate taxes

Payment of Monthly Fee. The current Monthly Fee depends on the Entrance Fee option chosen by the Resident. The Monthly Fees are as follows:

MODEL TYPE	**OPTION** Entrance Fee (EARNED)	
	Entrance Fee	Monthly Fee
COTTAGE		
Two Bedroom 1300 sq. ft.	$ 90,000	$1,264
Three Bedroom 1800 sq. ft.	$ 90,000	$1,659

There is a additional monthly fee for a third person.

The Board of Trustees may periodically approve increases in the amount of the Monthly Maintenance Fee. Residents are provided at least 30-days notice of any Monthly Maintenance Fee changes.

Charges for Additional Services and Charges. All other services, including meals, transportation, and housekeeping, are available at an additional charge. Telephone expenses and fees, water, sewer, trash removal, personal property insurance for the Cottage, cable TV service, gas, and electric are the sole responsibility of the Residents. A schedule of the additional service fees are set forth on **EXHIBIT E.**

Reference should be made to the Residency Agreement for further information.

Additional Charges for Personal Care and Nursing Care Services.
Residents have the right to occupy the Cottage for so long as they satisfy the health and other conditions of occupancy as set forth in the Residency Agreement. The Residents will have priority access to the Nursing Facility at TLHH. Admission to the Nursing Facility is contingent upon the Resident meeting the admission criteria and a physician's certification. The Residents will also have priority access to the Personal Care Facility at The Oaks at Pleasant Gap campus which is also owned and operated by ALSM. In the event that there is insufficient space available in the Personal The

Oaks at Pleasant Gap campus, TLHH may transfer Resident to an outside facility selected by the Resident or TLHH.

Upon admission to either the Personal Care Facility or Nursing Facility, Residents pay the applicable daily rate for the level of care provided and must continue to pay the Monthly Fee for their Cottage or Apartment until such time as the Resident is permanently transferred. Residency Agreements signed by Residents are fee-for-service contracts. If a Resident requires health care in the Personal Care or Nursing Facilities, an admission agreement is signed for that level of care and establishes the basis for charges for Personal Care and Nursing Care services. The cost for Personal Care or Nursing Care at these Facilities is not included in the Entrance Fee or Monthly Maintenance Fee. The fees associated with the Personal Care and Nursing Care depend upon the type of room and/or services. A listing of current basic charges and the comparison of the last five (5) years fee increases is attached as **EXHIBIT F**.

Reference should be made to the Residency Agreement for further information.

Inability to Pay. In cases where a Resident's financial resources prove inadequate, the Resident may request special financial consideration by TLHH. It is the policy of TLHH not to ask a Resident to leave the campus solely because of an inability to pay the full monthly charges. The Residency Agreement provides a full explanation of the policy for financial assistance.

AVERAGE ANNUAL COST OF PROVIDING SERVICES

The average annual cost of providing care and services during the most recent twelve (12) month period is attached as **EXHIBIT G**.

ESCROW AND RESERVE FUNDS

The amount of the reserve, or security, has been established by operating expenses during the past 12 months. ALSM's independent certified public accountant, Baker Tilly, has reviewed the operating expense for ALSM.

In a facility such as TLHH, where many of the residents are not under continuing-care agreements, the reserve, or security, has been computed only on the proportional share of operating expenses that is applicable to CCRC residents. This amount, approximately $239,127 is held in an interest bearing account at the First Commonwealth Bank, under the direction and control of Chris Reighard, President/CEO of ALSM. See **EXHIBIT H**.

TLHH does not plan to accept Entrance Fee payments in excess of five percent (5%) of the total Entrance Fee prior to the date a Resident is permitted to occupy a Cottage. Therefore, no Entrance Fee Escrow is currently contemplated. However, attached as **EXHIBIT I** is a proposed Escrow Agreement which will be used in the event TLHH would at any future time accept Entrance Fee payments in excess of five percent (5%) of the total Entrance Fee prior to a Cottage being available for occupancy.

FINANCIAL STATEMENTS

Attached as **EXHIBIT J** are the audited consolidated financial statements of ALSM for the fiscal years ended December 31, 2025 and December 31, 2024, prepared by Baker Tilly, Certified Public Accountants.

RESIDENCY AGREEMENT

The Residency Agreement that governs the relationship and explains the mutual obligations between the Resident and TLHH. All terms of the Agreement are reflected in the Residency Agreement. Residents should review the Residency Agreement for further explanation. See **EXHIBIT D**.

RIGHT TO RESCIND

Resident may rescind and terminate their Residency Agreement without penalty or forfeiture within seven (7) days of signing a Residency Agreement. Residents are not required to move into the cottage before the expiration of this seven (7) day period. To rescind their Residency Agreement, Resident must mail or deliver a signed and dated copy of a Rescission Notice or any other dated written notice, letter or telegram,

stating their desire to rescind to TLHH. A Notice of Right to Rescind is included in the Residency Agreement. After the lapse of the seven (7) day recession period, but prior to the designated occupancy date or actual date of occupancy, any applicable refunds shall be paid in accordance with the refund provisions of the Residency Agreement.

RESIDENTS RIGHT TO ASSOCIATION

Residents shall have the right to elect a Residents' Association to represent the welfare and concerns of the Residents. A representative of TLHH designated by the Board of Directors will hold a minimum of three (3) meetings during the calendar year with Residents for purposes of free discussion of topics related to living at TLHH. Residents will be given at least seven (7) days notice of all such meetings.

Acknowledgement Receipt

The undersigned hereby acknowledges delivery and receipt of The Lutheran Home at Hollidaysburg Disclosure Statement dated _____, 20XXand all attachments including a copy of the Residency Agreement and the Notice of Right to Rescind.

_____
Signature of Resident

_____
Signature of Resident

_____
Signature of Responsible Party/
Family Member (if applicable)

_____
Date

ALLEGHENY LUTHERAN SOCIAL MINISTRIES

The Lutheran Home at Hollidaysburg

Exhibit A. Corporate Organizational Chart

ALLEGHENY LUTHERAN SOCIAL MINISTRIES

The Lutheran Home at Hollidaysburg

Exhibit B. Officers and Board of Trustees

ALLEGHENY LUTHERAN SOCIAL MINISTRIES

The Lutheran Home at Hollidaysburg

Exhibit C. Management Personnel

Dr. Scharf assumed the role of Medical Director at The Lutheran Home at Hollidaysburg in 2009 , the role of liaison of the Long-term Care facility for Medical Management and Treatments of residents. He actively participates in program planning and development with decision-making responsibilities to assure appropriateness of treatment interventions to meet patient/resident needs.

Jeremy Schrader is the Administrator at The Lutheran Home at Hollidaysburg.

Christopher J. Reighard - Mr. Reighard has serves as the CEO of Allegheny Lutheran Social Ministries (ALSM), the social ministry organization of the Evangelical Lutheran Church in America, Allegheny Synod since 1999.

A native of Altoona, PA, he received a Master in Business Administration with a concentration in accounting from Indiana University of Pennsylvania in 1990 and a B.S. in Health Policy and Administration from The University of Pennsylvania in 1989. Mr. Reighard served as the Controller at Bon Secours Holy Family Hospital in Altoona, Pa for 2 years. Prior to that, he served for nine years as Assistant Controller at Home Nursing Agency in Altoona, PA.

Mr. Reighard has served as a member of the Altoona Sunrise Rotary Club, St Leonard's Home, and Planning Commission of Logan Township. He is past member of the Boards of Emergency Shelter Program (President), Juniata Gap School PTO (Treasurer), and Leadership Blair County Alumni.

ALLEGHENY LUTHERAN SOCIAL MINISTRIES

The Lutheran Home at Hollidaysburg

Exhibit D. Residency Agreement

Copy provided at admission
And
Upon request

ALLEGHENY LUTHERAN SOCIAL MINISTRIES

The Lutheran Home at Hollidaysburg

Exhibit E. Services Available for an Additional Charge

Fee Schedule Previously Provided.

ALLEGHENY LUTHERAN SOCIAL MINISTRIES

The Lutheran Home at Hollidaysburg

Exhibit F. Fee Schedule for Nursing and Personal Care Services

2026 RATE SCHEDULE Previously provided.

ALLEGHENY LUTHERAN SOCIAL MINISTRIES

The Lutheran Home at Hollidaysburg

Exhibit G. Average Annual Cost of Providing Care and Services

ALLEGHENY LUTHERAN SOCIAL MINISTRIES

The Lutheran Home at Hollidaysburg

Exhibit H. Calculation of Reserve Fund

ALLEGHENY LUTHERAN SOCIAL MINISTRIES

The Lutheran Home at Hollidaysburg

Exhibit I. Escrow Agreement

ENTRANCE FEE ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made this ____ day of _____, 20___, by and between _____ ("Provider") and _____ _____ ("Bank").

BACKGROUND

Pursuant to the Pennsylvania Continuing Care Provider Registration and Disclosure Act, Act No. 1984-82, June 18, 1994, and the regulations promulgated thereunder (the "Act") Provider desires to establish an Entrance Fee Escrow Account with a bank, trust company or other escrow agent approved by the Pennsylvania Insurance Commissioner. Provider wishes to have Bank service as escrow agent of its Entrance Fee Escrow Account and Bank is willing to serve as escrow agent.

TERMS

The parties, each intending to be legally bound, agree as follows:

1. Bank will receive and hold in a separate account (the "Entrance Fee Escrow Account"), all entrance fees ("Entrance Fees") deposited to such account by Provider.

2. Bank will invest the funds in the Entrance Fee Escrow Account in accordance with the instructions of the Provider. Upon request by the Bank, Provider's counsel will confirm to the Bank that the investment instructions of Provider are in accordance with the limitations on investments imposed by the Act. Bank may rely on such instructions without hesitancy. Bank shall keep records of the investments of the deposits and of the amounts earned.

3. Bank and Provider acknowledge that, on the date hereof, Bank has received the sum of $_____ in the Entrance Fee Escrow Account.

4. Bank will release funds constituting principal which are held in the Entrance Fee Escrow Account to Provider upon Provider's certification, in writing, that such funds may be released in accordance with the Act and has the prior written approval of the Insurance Commissioner for the release of such funds. Bank may require that such certification be accompanied by an opinion of Provider's counsel that such release is in accordance with the Act.

5. Interest or other income earned on the Entrance Fee Escrow Account shall be the exclusive property of the Provider and shall be paid to Provider upon its request, subject to the requirements of the Act, as expressed in Section 12(3), which provides for the return of principal and interest payments to the persons who made the payments to

the Provider if such funds are not released to the Provider within 36 months of payment, or such longer period of time as may be approved by the Insurance Commissioner.

6. Bank will release an Entrance Fee to the person or persons who paid the Entrance Fee upon receipt of written notice from Provider that such person is entitled to a refund of the Entrance Fee. Bank may rely on a statement from Provider that such person or persons is that or those persons who paid the entrance fee or fees.

7. Any one of the following individuals may be considered authorized agents of Provider for the purpose of making any and all statements to Bank under the terms of this Agreement:

_____[Name & Title]_____

_____[Name & Title]_____

8. Bank shall have the right to resign as escrow agent by giving not more than sixty (60) days and not less than thirty (30) days written notice to Provider and to the Insurance Commissioner. Prior to the effective date of the resignation, Provider shall appoint a successor escrow agent.

9. Provider may require Bank to resign as agent by giving not more than sixty (60) days and not less than thirty (30) days notice to Bank and to the Insurance Commissioner. Prior to the effective date of the registration, Provider shall appoint a successor escrow agent acceptable to the Insurance Commissioner.

10. The Entrance Fee Escrow Account and this Agreement shall automatically terminate when Provider is no longer required to maintain an Entrance Fee Escrow Account under the Act. At that time, upon written notice from Provider, Bank shall release all remaining funds to Provider with the prior written approval of the Insurance Commissioner.

11. Anything to the contrary herein notwithstanding, if at the expiration of the applicable period set forth in Section 12(3) of the Act, the funds in the Entrance Fee Escrow Account have not been released, upon written notice from Provider or the Insurance Commissioner, Bank shall return such funds to the individuals who made the payments to the Provider, or may, at Bank's election, either petition the Insurance Commissioner for written direction respecting the proper disposition of the funds in the Entrance Fee Escrow Account or commence an action in interpleader in an appropriate forum, deposit the funds in the court in which such action is commenced and upon such deposit have no further obligation or liability under this Escrow Agreement. Bank

may rely on such written direction or notice received from the Insurance Commissioner as being true and correct in all respects.

12. Provider shall indemnify and hold Bank harmless from and against any and all claims, liabilities, suits or actions, for all damages, expenses, liabilities, penalties or losses, including reasonable attorneys fees and costs, which Bank may incur, arising in the course of Bank's service or actions as escrow agent for Provider under this Agreement except to the extent attributable to the negligence or willful misconduct of the Bank, its employees or agents.

13. The Bank shall be under no duty to make any investigation or inquiry as to any statements made to it orally or in writing by Provider, but may accept and rely upon same as conclusive evidence as to the truth and accuracy thereof. Distributions made in accordance with the provisions hereof, so far as concerns the Bank, shall be determined to be legal, proper, and the Bank shall be relieved of all responsibility with respect thereto, and shall be liable only to provide proof of the distribution. The Bank may consult with Provider's counsel, or its own counsel, and shall be fully protected in relying upon the opinion of counsel.

14. Bank, for any charges for its services hereunder, will be paid in accordance with the following arrangements:_____
_____.

15. This Agreement may be amended by written agreement signed by the parties provided that ten (10) days written advance notice of any proposed amendment shall have been given to the Insurance Commissioner by Provider and proof of such notice is given to Bank.

IN WITNESS WHEREOF, the parties hereto have duly executed this Entrance Fee Escrow Agreement this day and year first above written.

WITNESS: [Name of Provider]

_____ By:_____

[Bank]

_____ By:_____

ALLEGHENY LUTHERAN SOCIAL MINISTRIES

The Lutheran Home at Hollidaysburg

Exhibit J. Audited Financial Statements