EVERTRUE

Life according to you

DISCLOSURE STATEMENT OF

LUTHERAN SENIOR SERVICES EAST

DBA:EVERTRUE

One South Home Avenue
Topton, PA 19562
evertrueliving.org

April 17, 2026

THIS DISCLOSURE STATEMENT, INCLUDING THE ATTACHED EXHIBITS, IS PROVIDED TO FURNISH INFORMATION ABOUT CONTINUING CARE RETIREMENT SERVICES AND ACCOMMODATIONS OFFERED BY LUTHERAN SENIOR SERVICES EAST, THE LICENSED PROVIDER AND SOLE OWNER OF THE FACILITIES REFERENCED HEREIN. THE FILING OF THIS DISCLOSURE STATEMENT AND THE ISSUANCE OF A CERTIFICATE OF AUTHORITY DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT OF A FACILITY BY THE PENNSYLVANIA DEPARTMENT OF INSURANCE, NOR IS IT EVIDENCE OF, NOR DOES IT ATTEST TO, THE ACCURACY OR COMPLETENESS OF THE INFORMATION SET OUT IN THE DISCLOSURE STATEMENT.

TABLE OF CONTENTS

	PAGE
Summary of Disclosure Statement	3
Corporate Structure & Governance	6
Description of LSSE's Communities	6
Services and Fees	7
Benevolent Care	8
Financial Statements and Reserves	8
Notice of Right to Rescind	9

Exhibits:

A Board of Directors/Officers of Lutheran Senior Services East

B Independent Living Residence and Services Agreements

C Entrance Fees and Monthly Fees

D Schedule of Monthly Fee Changes

E Ancillary Services for an Additional Fee

F Audited Financial Statements

SUMMARY OF DISCLOSURE STATEMENT

1. LICENSED PROVIDER:
Lutheran Senior Services East
One South Home Avenue
Topton, PA 19562

2 & 3. COMMUNITY LOCATIONS & ADMISSION CONTACTS:

Buffalo Valley Lutheran Village
Attn: Director of Admissions/Marketing
189 E Tressler Blvd
Lewisburg, PA 17837
Phone: (570) 524-2221
Web Site: www.evertrueliving.org

Cumberland Crossings
Attn: Manager of Marketing and Sales
1 Longsdorf Way
Carlisle, Pennsylvania 17015
Phone: (717) 240-6013 or (800) 722-0267
Web Site: www.evertrueliving.org

Luther Crest
Attn: Director of Admissions/Marketing
800 Hausman Road
Allentown, PA 18104
Phone: (610) 391-8227 or (800) 606-3424
Web Site: www.evertrueliving.org

The Lutheran Home at Topton
Attn: Manager of IL Marketing and Sales
One South Home Avenue
Topton, PA 19562
Phone: (610) 682-1413 or (800) 322-9597
Web Site: www.evertrueliving.org

4. DESCRIPTION OF LSSE'S COMMUNITIES:

LSSE operates 4 retirement community locations in Pennsylvania as described below:

- Buffalo Valley is located on a 55-acre property in a rural location. Buffalo Valley offers independent living in 124 single story, cottage style accommodations. Skilled nursing and personal care accommodations are also available at this location.

- Cumberland Crossings is located on an 82-acre property in a suburban location. Cumberland Crossings offers independent living in 112 single story accommodations. Skilled nursing and personal care accommodations are also available at this location.

- Luther Crest is located on a 50-acre property in a suburban location. Luther Crest offers a total of 343 independent living accommodations in a variety of styles including single-story cottage style units and multi story apartment buildings. Skilled nursing and personal care accommodation are also available at this location.

- The Lutheran Home at Topton is located on a 400+-acre property in a rural location. The Lutheran Home at Topton offers 102 independent living accommodations in a variety of styles including single-story cottages style units, and multi story apartment buildings. Skilled nursing and personal care accommodations are also available at this location.

5. MINIMUM AGE FOR ADMISSION:

Residents of the communities must be 55 and older unless an exception is granted by the community. Spouses and companions must also satisfy the admission criteria.

6. AFFILIATIONS:

Lutheran Senior Services East ("LSSE") is the owner and licensed provider for each of the retirement communities disclosed herein. LSSE and its licensed continuing care retirement communities are affiliated with the Evangelical Lutheran Church in America through Lutheran Services in America.

7. CURRENT RESIDENT POPULATION:

The table below summarizes the current resident population of each location as of March 31, 2026:

	Independent Living	**Personal Care**	**Skilled Nursing**	**Total**
Buffalo Valley	115	41	74	230
Cumberland Crossings	106	40	40	186
Luther Crest	290	25	44	359
Topton	81	47	84	212
Total Senior Living	**592**	**153**	**242**	**987**

8. SAMPLE OF FEES:

The following is a sample of the entrance and periodic fees for a one-bedroom Plymouth apartment at Luther Crest under a "Type C" contract, which includes no benefit days in the personal care facility or nursing care center:

	Single Occupancy	Double Occupancy
Entrance Fee	$181,700	$178,800
Monthly Fee	$ 3,660	$ 4,530

9. TAX EXEMPT STATUS:

LSSE is a private, nonprofit charitable organization recognized by the Internal Revenue Service as a 501(c)(3) corporation and is exempt from federal income taxation under the group exemption of the Evangelical Lutheran Church in America.

DISCLOSURE STATEMENT

"At EverTrue, we strive to live out our faith-inspired mission of Older Adults Living Life to the Fullest."

CORPORATE STRUCTURE & GOVERNANCE

Lutheran Senior Services East ("LSSE") is an affiliate of Lutheran Senior Services, the sole corporate member of LSSE. Lutheran Senior Services, dba EverTrue, is a private, nonprofit charitable organization recognized by the Internal Revenue Service as a 501(c)(3) corporation and exempt from federal income taxation under group exemption of the Evangelical Lutheran Church in America. Legal and financial obligations of LSSE and its communities are not obligations of the ELCA or of the local ELCA synods within whose territories LSSE provides services.

LSSE's affairs are governed by a volunteer board of directors, none of whom possess an equity or beneficial interest in LSSE or its affiliated companies. In accordance with Lutheran Senior Services' by-laws, the bishops of the participating ELCA synods within Lutheran Senior Services' geographic territory elect the majority of LSSE's board members. Individuals are invited to serve the organization based on experience, skills, profession, familiarity with health and human services organizations, and community commitment. Refer to *Exhibit A* for a listing of the current board members of LSSE, as well as a listing of executive officers of LSSE and their business experience.

DESCRIPTION OF LSSE'S COMMUNITIES

Buffalo Valley

Buffalo Valley is located on a 55-acre campus in a rural location in Buffalo Township, Union County. The campus includes 124 independent living cottages, a healthcare center consisting of 43 personal care units (licensed capacity of 50 beds), and a state-of-the-art nursing facility completed in 2013, which includes 92 licensed beds dually certified for Medicare and Medicaid.

Cumberland Crossings

Cumberland Crossings is located on an 82-acre campus in a suburban location in South Middleton Township, Cumberland County. The campus includes 112 independent living cottages and a healthcare center consisting of 46 personal care units (licensed capacity of 59 beds), and 58 nursing beds dually certified for Medicare and Medicaid.

Luther Crest

Luther Crest is located on a 50-acre campus in a suburban location of South Whitehall Township, Lehigh County. The campus includes 321 apartments and 22 independent living

cottages. Also located on the campus is a healthcare center which consists of 28 personal care beds and 59 skilled nursing beds dually certified for Medicare and Medicaid.

The Lutheran Home at Topton

The Lutheran Home at Topton is situated on over 400+ acres in a rural location of Berks County, Pennsylvania. Independent living accommodations on the campus include 46 apartments in a two-story building known as Tower Court, and 57 cottage style units known as Luther Haven. The campus also includes the Henry Healthcare Center, 194 licensed skilled nursing beds which are dually certified for Medicare and Medicaid, and the Buehrle Center, a personal care home with 80 units (92 licensed beds). Twenty-six of the 92 beds at Buehrle Center are designated for memory care, and this section is named The Breidegam Center.

SERVICES AND FEES

Each of LSSE's locations offers variety of different independent living accommodations and service plans, which are unique to each community. Attached in *Exhibit B* is a copy of the Residence and Services Agreement, which contains the details regarding the services offered and fee arrangements for the respective community. In general, all continuing care residents of LSSE who occupy an independent living accommodation will be responsible for payment of the following:

- Processing Fee: One-time, non-refundable administrative processing fee of up to $350, which is due upon reserving an independent living unit.
- Entrance Fee: A one-time fee which varies depending on the community, unit type, and contract plan selected. A payment of 10 percent of the entrance fee is payable upon executing the Residence and Services Agreement and the balance is payable on or before the date of right of occupancy. Payment for custom improvements selected by the resident may be added to the entrance fee payment as well. A current schedule of entrance fees and monthly fees for the various types of residences is attached as *Exhibit C*.
- Monthly Fee: A recurring fee payable each month in accordance with the Residence and Care Agreement. A current schedule of entrance fees and monthly fees for the various types of residences is attached as *Exhibit C*. Monthly fees are subject to change upon thirty (30) days written notice. *Exhibit D* contains a listing of the frequency and change in monthly fees over the past five years.

LSSE offers a Fee-For-Service (Type "C") residency agreement to prospective residents, whereby residents pay a one-time entrance fee and recurring monthly service fees for the right of occupancy of an independent living residence. Residents are granted priority admission to personal care or skilled nursing when needed, provided they meet all applicable admission requirements; however, such agreements contain no commitment or guarantee of the provision of future healthcare service. At such time a resident requires nursing care or personal care services, a resident must execute a separate admission agreement and is responsible for all nursing care or personal care charges at the applicable rates. Please refer to the Residence and Services Agreement for a complete description of the provisions of this contract.

LSSE offers three different refund types in its continuing care residency agreement, which includes the following:

- Classic Plan: A resident choosing this plan will be entitled to a refund of the entrance fee and the cost of certain custom improvements paid less 4% after Month One and less an additional 2% per month in each month of occupancy from Month Two to Month Forty-Nine. After forty-nine (49) months, the resident is entitled to no refund.

- Classic Plus Plan: A resident choosing this plan is guaranteed no less than a 50% refund of the entrance fee and the cost of certain custom improvements paid. The resident is entitled to a refund of the entrance fee and the cost of improvements paid less 5% after Month One and less an additional 1% per month in each month of occupancy from Month Two to Month Forty-Six. After forty-six (46) months, the resident is entitled to a refund of 50%.

- Estate Preservation Plan: A resident choosing this plan is guaranteed no less than a 70% refund of the entrance fee and the cost of certain custom improvements paid. The resident is entitled to a refund of the entrance fee and the cost of improvements paid less 2% per month in each month of occupancy from Month One to Month Fifteen. After fifteen (15) months, the resident is entitled to a refund of 70%.

Ancillary services, such as beauty/barber services, some transportation, additional and/or guest meals, and other items may be available and are charged separately. The rate schedule for the current year is attached as *Exhibit E.*

BENEVOLENT CARE

LSSE has a policy to provide financial assistance ("Benevolent Care") to eligible residents who, through no fault of their own, become unable to pay their Monthly Fees. Residents requiring Benevolent Care are required to make a formal application for financial assistance. In order to qualify for Benevolent Care, a resident must demonstrate in the application that their inability to pay the Monthly Fee was not the result of inappropriate transfers of assets, that adequate financial information and records have been provided to LSSE (at time of admission and during the process of applying for Benevolent Care), and that the resident has sought out other governmental programs and resources which may be available to assist in paying for care and services.

FINANCIAL STATEMENTS AND RESERVES

Attached is the audited financial statement of Lutheran Senior Services and Controlled Affiliates as of and for the fiscal years ended December 31, 2025, and December 31, 2024.

LSSE maintains certain Statutory Minimum Liquid Reserves (MLR), established to ensure the performance of LSSE's contractual obligations pursuant to the Commonwealth of Pennsylvania's Continuing Care Provider Registration and Disclosure Act. Such reserves were $5,713,602 as of December 31, 2025.

NOTICE OF RIGHT TO RESCIND

_____
(Date rescission period begins)

You may rescind and terminate your Residence and Services Agreement, without Penalty or forfeiture, within seven (7) days of the above date. You are not required to move into _____ (Name of Community) before the expiration of this 7-day period. No other agreement or statement you sign shall constitute a waiver of your right to rescind your Residence and Services Agreement within the seven (7) day period.

To rescind your Residence and Services Agreement, mail or deliver a signed and dated copy of this notice, or any other written notice, letter or telegram, stating your desire to rescind to _____ (Name of Community Executive Director) at _____ (Address of Community), not later than midnight of _____ (last day of rescission period)

Pursuant to this notice, I hereby cancel my Residence and Services Agreement.

_____
DATE

_____
PROSPECTIVE RESIDENT'S SIGNATURE

_____
PROSPECTIVE RESIDENT'S SIGNATURE

Exhibit A

Board of Directors/Officers of Lutheran Senior Services East
dba EverTrue

EVERTRUE | Life according to you

LUTHERAN SENIOR SERVICES DBA EVERTRUE : BOARD OF DIRECTORS (2025)

Name	Board Position	Employer	Job Title
David Anderson	Vice-Chair	Retired	Healthcare Executive
Brent Beumer	Board Member	Dierberg's Markets, Inc.	Director of Real Estate
Daniel Brown	Assistant Secretary	Lutheran Church Extension Fund (LCEF)	Vice President
Rev. Roy Christell	Board Member	Retired	Retired - Pastor
Lauren Colling	Board Member	SSM Health	VP Mergers & Acquisitions
Dr. Justin Hugo	Board Member	Fenton Family Medicine	Physician
Megan Meadows	Board Member	Spencer Fane LLP	Partner
Harry Mueller	Board Member	Delta Group Electronics, Inc.	CEO
Kathleen Mueller	Board Member	Retired Attorney	
Mitch Possinger	Board Member	Culinesse	Co-Founder and Managing Partner
Deborah Schroeder-Saulnier	Board Member	Excel Leadership Solutions	CEO
Lisa Sombart	Board Member	Retired	Retired Principal at Mazzetti Engineering
Rev. Christopher Sommer	Board Member	Lutheran South High School	Head of Campus Wellness
Paul Tice	Chair	Argos Investment Advisors	Registered Investment Advisor & Managing Partner
Norman Toon	Board Member	Midwest Bank Centre	Senior Vice President-Commercial Banking

LUTHERAN SENIOR SERVICES: EXECUTIVE OFFICERS (2025)

Adam Marles	President/CEO
Chad Sneed	Chief Financial Officer
Lisa Norwine	Chief Administrative Officer
Russ Mast	Chief Operating Officer

Correspondence to Board members or Executive officers can be sent to 1150 S. Hanley Industrial Ct., St. Louis, Missouri 63144.

Exhibit B

Independent Living Residence and Services Agreements

Type C Contract

BUFFALO VALLEY

RESIDENCE AND SERVICES AGREEMENT



TABLE OF CONTENTS

I. RESIDENCE, COMMON AREAS, AMENITIES, PROGRAMS AND SERVICES 1

A. Your Residence 1

B. Furnishings in Your Residence 1

C. Structural Changes and Redecoration 1

D. Common Areas, Amenities, Programs and Services 2

E. Nursing Care, Personal Care, Medical Director and Other Physician Services 2

F. Change in Scope of Services 3

II. ENTRANCE FEE, MONTHLY FEE, REFUND PLAN 3

A. Payment of Processing Fee 3

B. Payment of Entrance Fee 3

C. Payment for Custom Improvements 3

D. Payment Terms 3

E. Choice of Entrance Fee Plan 3

F. Failure to Pay the Remainder of the Total Fee on or before the Date of Right of Occupancy 4

G. Monthly Fee 4

H. Adjustments to the Monthly Fee 4

I. Monthly Statements 4

J. Co-Resident's Fee Responsibility 4

K. Late Payments 4

L. Transfers of Assets 4

M. Personal Living Expenses 4

N. Charges for Other Levels of Care 5

III. DATE OF RIGHT OF OCCUPANCY 5

A. Date of Right of Occupancy 5

IV. ADMISSION REQUIREMENTS AND PROCEDURES 5

A. Age 5

B. Application Forms 5

C. Health Status; Medical Examination 5

D. Confidential Financial Statement 5

E. Power of Attorney; Advance Directives 5

F. Medical Insurance 6

G. Other Insurance 6
H. Reliance Upon Submitted Information: Requests for Updated Information 6
I. Dependent Adults as Occupants 6
V. TERMS OF RESIDENCY 6
A. Use of Residence 6
B. Covenants of Residents 6
C. Pets 7
D. Guests 7
E. Marriage and/or Additional Occupants 7
F. Request by You for Change in Residence 8
G. Inspection of Residence 8
H. Housekeeping/Housecleaning Responsibilities 8
I. Responsibility for Property Damage to Buffalo Valley 8
J. Damage to Residence 8
K. Responsibility for Loss or Damage of Personal Property 8
L. Release Regarding Conduct of Other Residents 9
M. Governmental Power of Eminent Domain 9
N. Change in Residence at Option of Buffalo Valley 9
VI. TERMINATION AND REFUND PROVISIONS 9
A. Termination By You 9
B. Termination by Buffalo Valley for Cause 10
C. Termination Upon Death 10
D. Termination Upon Failure to Meet Residency Requirements 10
E. Effect of Termination; Refunds 11
F. General Payment 11
G. No Further Obligation 12
VII. MISCELLANEOUS 12
A. Benevolent Care 12
B. Right of Self-Organization 13
C. Tobacco-Free Policy 13
D. Weapons-Free Policy 13
E. Parking 13
F. Service and Emotional Support Animals 13

G. Religious Affiliation 13
H. Disclosure Statement 13
I. Governing Law 13
J. Subordination 13
K. Severability 13
L. Assignment 13
M. Waiver 14
N. Notices 14
O. Non-Discrimination 14
P. Code of Conduct 14
Q. Entire Agreement 14
R. Change in Law 14
S. Acknowledgment of Receipt of Disclosure Statement, Resident Handbook and Notice of Privacy Practices 14

RESIDENCE AND SERVICES AGREEMENT

THIS RESIDENCE AND SERVICES AGREEMENT ("Agreement") is made this ____ day of _____, 20___by and between EverTrue Buffalo Valley ("Buffalo Valley"), Lewisburg, Pennsylvania, a nonprofit continuing care retirement community of LSS East, d/b/a EverTrue, and _____(hereinafter referred to as "You").

Buffalo Valley consists of independent living residences, a personal care facility, licensed nursing care beds, and many common areas. Residency is available to individuals age 55 or older.

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement, You and Buffalo Valley agree as follows:

I. RESIDENCE, COMMON AREAS, AMENITIES, PROGRAMS AND SERVICES

A. Your Residence. You shall have the exclusive right to occupy, use and enjoy the residence described in Schedule A, attached ("Residence").

B. Furnishings in Your Residence. Buffalo Valley shall provide each Residence with floor coverings, appliances and other permanent fixtures as described on Schedule B, attached. You may furnish Your Residence with such household items and furnishings as desired by You. All such household items and furnishings shall remain Your property. Buffalo Valley shall not be responsible for loss of or damage to Your personal property.

C. Structural Changes and Redecoration. Any structural or physical change of any kind within the Residence or on the Residence's balcony or patio shall require the prior written approval of Buffalo Valley. The cost of any structural or physical change requested by You shall be paid for by You, unless otherwise agreed in writing by Buffalo Valley. In addition, approval of such structural or physical change may be conditioned upon Your payment to Buffalo Valley of a sum sufficient to later restore the Residence to its original condition. You shall receive no refund related to the structural changes or additions.

1. Structural Changes Which Increase Conditioned Living Space. The cost of any post occupancy structural changes or additions paid by You which increase the square footage of conditioned living space in the Residence shall be amortized over the remaining amortization term of this Agreement, if any term remains. If no amortization term remains, the cost of such post-occupancy structural changes or additions shall be amortized immediately and earned in full by Buffalo Valley. Upon termination of this Agreement, any refund or such cost shall be governed by the Entrance Fee plan chosen on Schedule A. attached.

2. Other Structural or Physical Changes. If the structured changes or additions do not increase the square footage of conditional living space, You shall receive no refund related to the structural changes or additions.

D. Common Areas, Amenities, Programs and Services.

1. Common Areas and Facilities. You shall have the right to use common areas of Buffalo Valley described in Buffalo Valley's current literature.

2. Social Activities, Wellness Programs and Other Services. As a resident of Buffalo Valley, You shall be entitled to attend and participate in planned activities, such as trips and social events, and wellness programs offered by Buffalo Valley. In addition, pastoral services and worship opportunities are available on the campus. Some activities may require an additional fee.

3. Transportation. Your Monthly Fee includes regular, scheduled, group transportation as described in Buffalo Valley's current literature. Transportation for personal or special group trips may be available for an extra fee.

4. Other Services included in the Monthly Fee. See Schedule B, attached.

5. Other Services Available for Additional Charge. For an additional charge, Buffalo Valley may offer other services, such as beauty and barber services or catering services, beyond the normal scope of services offered by Buffalo Valley. The availability and charges for such services are itemized in Buffalo Valley's current literature.

E. Nursing Care, Personal Care, Medical Director and Other Physician Services. Buffalo Valley operates a nursing care center and a personal care facility, both licensed by the Commonwealth of Pennsylvania. Should you desire admission to the nursing care center or personal care facility, You will be entitled to priority in admission, provided that You apply for admission and meet applicable admission requirements. In the event of admission, You shall execute a separate admission agreement and shall be responsible for all nursing care or personal care charges.

1. Nursing Care Services. Nursing care services include three (3) meals per day, housekeeping, assistance with activities of daily living and nursing services as ordered by Your physician. Accommodations shall be in semi-private rooms. Private rooms may be available for an additional fee according to Buffalo Valley's current literature.

2. Personal Care Services. Personal care services include three (3) meals per day, housekeeping, assistance with activities of daily living, such as bathing, dressing, and administration of medication. Accommodations may be in semi-private or private rooms.

3. Medical Director. Buffalo Valley shall provide a licensed and credentialed physician to coordinate and supervise nursing care and personal care services.

4. Physician Services. You are responsible for the cost of all physician services and may choose a personal physician. Physicians treating residents in the nursing care center or personal care facility must be credentialed by Buffalo Valley.

F. Change in Scope of Services. Except for changes required by law where such notice is not possible, Buffalo Valley will notify You of any proposed change in the scope of services provided in this Agreement at least thirty (30) days before such change is effective.

II. ENTRANCE FEE, MONTHLY FEE, REFUND PLAN

A. Payment of Processing Fee. You have paid a Processing Fee for each person executing this Agreement. The Processing Fee is not refundable for any reason.

B. Payment of Entrance Fee. You agree to pay an Entrance Fee for the use of the Residence and common amenities of Buffalo Valley and for the services and programs offered by Buffalo Valley, as set forth in Schedule A, attached.

C. Payment for Custom Improvements. You agree to pay for any Custom Improvements to the Residence chosen by You on Schedule D, attached. The cost of any Custom Improvements which increase the amount of conditioned living space of Your Residence ("Refund Eligible Custom Improvements") shall be included in the amount subject to a refund under the Terms of this Agreement.

D. Payment Terms. The Entrance Fee and cost of Custom Improvements (the "Total Fee") shall be payable by You to Buffalo Valley in two (2) installments as follows:

1. ten percent (10%) of the Total Fee shall be payable upon the signing of this Agreement; and

2. the remaining ninety percent (90%) of the Total Fee shall be payable on or before the Date of Right of Occupancy as defined in Paragraph III.A of this Agreement.

E. Choice of Entrance Fee Plan. You may choose one of three available Entrance Fee Plans: Classic, Classic Plus, or Estate Preservation. Such choice shall be made at the time You sign this Agreement and pay ten percent (10%) of the Total Fee. Your choice of Entrance Fee Plan is indicated on Schedule A, attached.

1. Classic Plan: A resident choosing this plan will be entitled to a refund of the Entrance Fee and the cost of Refund Eligible Custom Improvements paid less 4% after Month One and less an additional 2% per month in each month of occupancy from Month Two to Month Forty-Nine. After forty-nine (49) months, You will be entitled to no refund.

2. Classic Plus Plan: A resident choosing this plan is guaranteed no less than a 50% refund of the Entrance Fee and the cost of Refund Eligible Custom Improvements paid. You will be entitled to a refund of the Entrance Fee paid less 5% after Month One and less an additional 1% per month in each month of occupancy from Month Two to Month Forty-Six. After forty-six (46) months, You will be entitled to a refund of 50% subject to Paragraph VI.F.3.

3. Estate Preservation Plan: A resident choosing this plan is guaranteed no less than a seventy percent (70%) refund of the Entrance Fee and the cost of Refund-Eligible Custom Improvements paid. You will be entitled to a refund of the Entrance Fee and the cost of

Refund-Eligible Custom Improvements paid less 2% in each month of occupancy from Month One to Month Fifteen. After fifteen (15) months, You will be entitled to a refund of 70% subject to Paragraph VI.F.3.

F. Failure to Pay the Remainder of the Total Fee on or before the Date of Right of Occupancy. Subject to Paragraph VI.A.2 of this Agreement, Your failure to pay the remaining ninety percent (90%) of the Total Fee on or before the Date of Right of Occupancy pursuant to Paragraph II.D.2 above shall result in the relinquishment of Your right to occupy the Residence. Upon Your failure to pay the remainder of the Total Fee on or before the Date of Right of Occupancy, Buffalo Valley shall have the right to resell Your right of occupancy in the Residence to another purchaser, and Buffalo Valley shall retain and You shall forfeit Your first installment payment of ten percent (10%) of the Total Fee.

G. Monthly Fee. In addition to the payment of the Total Fee, You shall also be responsible to pay a basic Monthly Fee to Buffalo Valley in the amount set forth on Schedule A, attached. You shall begin paying Monthly Fees on the Date of Right of Occupancy, regardless of whether You have begun physically occupying the Residence. In the event the Date of Right of Occupancy is a day other than the first day of the month, Monthly Fees for the first month of occupancy shall be prorated. Thereafter, Monthly Fees shall be due on or before the fifth (5th) day of each month.

H. Adjustments to the Monthly Fee. The amount of the Monthly Fee ("Monthly Fee") is subject to change upon thirty (30) days' written notice to You.

I. Monthly Statements. Buffalo Valley shall furnish You with a monthly statement showing the Monthly Fee payable for the month and any additional charges from the previous month.

J. Co-Resident's Fee Responsibility. In the event that You occupy a double occupancy Residence, each co-resident shall be jointly and severally liable for all payments due under this Agreement. If one co-resident dies or vacates the Residence, the remaining co-resident shall be responsible for payment of the Monthly Fees and any other charges incurred up to and including the date of death, permanent transfer or move out. The remaining co-resident shall then be responsible for Monthly Fees for single occupancy of the Residence. Notwithstanding the foregoing, if the remaining co-resident is under the age of 55 or is a dependent adult, this Agreement may be terminated in accordance with Paragraph VI.D.

K. Late Payments. You shall pay all Monthly Fees or other incurred fees when due. You shall be responsible to pay all actual attorney's fees and costs incurred by Buffalo Valley relative to the collection of any amounts ninety (90) days past due.

L. Transfers of Assets. You represent that You have not transferred, and shall not transfer after the execution of this Agreement, any of Your assets such that Your ability to meet Your financial obligations under this Agreement is impaired.

M. Personal Living Expenses. Your personal living expenses shall be Your sole responsibility.

N. Charges for Other Levels of Care.

1. Temporary Occupancy of the Nursing Care Center or Personal Care Facility. Upon temporarily occupying the nursing care center or personal care facility, You shall continue to pay the Monthly Fee for Your Residence and You shall pay the published current per diem fee for the nursing care center or personal care facility, plus the cost of any ancillary services.

2. Permanent Occupancy of the Nursing Care Center or Personal Care Facility. Should You permanently transfer to the nursing care center or personal care facility, this Agreement will terminate and You shall pay the published current per diem fee for the nursing care center or personal care facility, plus the cost of any ancillary services.

III. DATE OF RIGHT OF OCCUPANCY

A. Date of Right of Occupancy. You and Buffalo Valley agree that You shall have right of occupancy on the date indicated on Schedule A, attached ("Date of Right of Occupancy"), such date not to exceed ninety (90) days from the date of execution of this Agreement. Your full Entrance Fee must be paid on or before the Date of Right of Occupancy. You will be billed for Your first month's Monthly Fee on a pro-rated basis.

IV. ADMISSION REQUIREMENTS AND PROCEDURES

A. Age. Residents shall be fifty-five (55) years of age or older, unless an exception is granted by Buffalo Valley, in its sole discretion.

B. Application Forms. As part of the admission process, You have submitted an Application for Admission and a Confidential Financial Statement.

C. Health Status; Medical Examination. As part of the admission process, You have been examined by a qualified physician of Your own choosing who has completed a Health History and Information form, which has been submitted to Buffalo Valley by You. You represent that You are capable of living safely without the assistance of another person in a Residence or with such assistance as you are responsible to provide.

D. Confidential Financial Statement. You represent that You have sufficient assets and income to qualify for admission to independent living in the Residence. If a review of your Confidential Financial Statement and supporting documentation reveals that Your assets and income are not sufficient to for occupancy in the Residence in accordance with the policy of Diakon Lutheran Social Ministries, Buffalo Valley may terminate this Agreement prior to Your occupancy.

E. Power of Attorney; Advance Directives. Prior to the Date of Right of Occupancy, You shall execute a durable power of attorney and shall provide a copy to Buffalo Valley. If You have executed, or in the future execute, an advance directive, You shall provide a copy to Buffalo Valley.

F. Medical Insurance. You shall maintain Medicare Part A and Part B coverage and one supplemental health insurance policy or equivalent insurance coverage acceptable to Buffalo Valley and shall furnish Buffalo Valley with evidence of such coverage.

G. Other Insurance. In order to ensure protection for You and Buffalo Valley, You shall maintain the following types of insurance coverage:

1. personal property insurance for the Residence insuring Your personal property in or about the Residence;

2. liability insurance coverage; and

3. auto insurance coverage in an amount or amounts not less than as required by Pennsylvania law (if applicable).

H. Reliance Upon Submitted Information: Requests for Updated Information. Buffalo Valley has relied on the information submitted by You during the admission process in making its admission decision. Buffalo Valley reserves the right both prior to and during Your occupancy of the Resident to require You, upon request by Buffalo Valley, to submit periodic updates of medical, financial, insurance or other information. The cost to obtain updated information, including medical examinations, shall be Your sole responsibility.

I. Dependent Adults as Occupants. If You, as either a parent or guardian, intend to have a dependent adult (either under or over the age of 55) reside with You as a co-resident, You shall demonstrate to the satisfaction of Buffalo Valley, prior to the Date of Right of Occupancy, that alternative arrangements have been made for the care of such dependent adult in the event that You are no longer able to occupy the Residence and/or care for the dependent adult for any reason. Generally, Buffalo Valley will require You to demonstrate that a court of competent jurisdiction has adjudicated such dependent adult to be an incapacitated person and has appointed an agency or other individual or entity acceptable to Buffalo Valley as guardian of the
dependent adult's person and estate.

V. TERMS OF RESIDENCY

A. Use of Residence. You shall occupy and use the Residence only as a residence.

B. Covenants of Residents. You shall:

1. comply with all rules, regulations, policies and procedures set forth in the Resident Handbook, which are subject to change from time to time in the sole discretion of Buffalo Valley;

2. obey all applicable federal, state and local laws and regulations when using the Residence;

3. not perform any activities in or around the Residence which could harm any other person or cause damage to the Residence or other Buffalo Valley property;

4. notify Buffalo Valley promptly if there is any condition in or about the Residence that could harm residents or others or damage the Residence;

5. notify Buffalo Valley of any accident, fire or damage occurring in, about or around the Residence within twenty-four (24) hours of its occurrence; and

6. give prompt written notice to Buffalo Valley of any repairs needed to the Residence.

C. Pets. The ownership of pets is governed by Buffalo Valley's pet guidelines contained in the Resident Handbook.

D. Guests. The Residence shall only be occupied by You. You shall be permitted to have guests stay at the Residence in accordance with Buffalo Valley's Guest Policy as reflected in the Resident Handbook. The Guest Policy of Buffalo Valley is subject to change from time to time in the sole discretion of Buffalo Valley.

E. Marriage and/or Additional Occupants.

1. Non-resident. In the event that, after the Date of Right of Occupancy, You desire to marry or have a non-resident of Buffalo Valley share Your Residence as a co-resident, the proposed additional occupant shall be required to file an application for admission and meet all age, medical and financial requirements for admission applicable to residents of Buffalo Valley. If the proposed additional occupant is approved for admission, on or before the date he or she begins occupying the Residence, he or she shall pay an additional occupancy fee equal to the then-current published second person fee ("Second Person Entrance Fee"). The Second Person Entrance Fee shall be amortized immediately and earned in full by Buffalo Valley, and no refund of the Second Person Entrance Fee shall be made. Upon admission of a co-resident to the Residence, You will pay Monthly Fees for double occupancy. Admittance of an additional occupant shall be at the sole discretion of Buffalo Valley.

2. Resident. In the event that You desire to marry another resident or have another resident ("Other Resident") reside in the Residence, You shall select and designate in writing, at least sixty (60) days in advance of the proposed move, which one of the two Residences You and Other Resident wish to occupy. The Residence that will be vacated must be surrendered to Buffalo Valley on or before the date of the proposed move to the designated Residence.

a. Termination of Occupancy of Residence. In the event that You desire to occupy the Residence of Other Resident, this Agreement shall be terminated and You shall be required to execute an amendment to Other Resident's Residence and Services Agreement to bind You to the terms and conditions of the Residence and Services Agreement of Other Resident. Your refund under Section VI shall be payable to You within thirty (30) days of Buffalo Valley's receipt of a replacement entrance fee for the Residence.

b. Addition of Other Resident to Residence. In the event that Other Resident terminates his or her Residence and Services Agreement with Buffalo Valley and moves into Residence, this Agreement shall be amended and executed by Other Resident to bind Other Resident to the terms.

except for any Processing Fee(s) and the costs incurred by Buffalo Valley for any Custom Improvements chosen by You on Schedule D, attached.

3. After Occupancy. You may terminate this Agreement at any time after occupancy upon thirty (30) days' written notice to Buffalo Valley. Refunds shall be governed by Section VI of this Agreement.

F. Termination by Buffalo Valley for Cause. Buffalo Valley shall have the right to terminate this Agreement for cause upon the occurrence of any of the following events upon thirty (30) days' written notice to You:

1. Your failure to comply with all rules, regulations, policies and procedures set forth in the Resident Handbook, a copy of which has been provided to You contemporaneously with the signing of this Agreement;

2. Your failure to pay the Entrance Fee and cost of Custom Improvements, if any, in accordance with Paragraph II.D of this Agreement;

3. Your failure to pay the Monthly Fee, upon thirty (30) days' notice by Luther Crest;

4. Your failure to comply with any material provisions of this Agreement;

5. Your continued presence in the Residence is deemed detrimental to the health and safety of You or other residents of Buffalo Valley. This decision shall be determined by the Buffalo Valley Appropriateness of Care Committee, in consultation with You, Your physician, Your legal representative(s) and any other person designated by You;

6. You become incapacitated, either physically or mentally, and it is determined that a permanent transfer to another level of care, or another facility if Buffalo Valley is unable to accommodate Your needs, is in Your best interests. This decision shall be determined by the Buffalo Valley Appropriateness of Care Committee, in consultation with You, Your physician, Your legal representative(s) and any other person designated by You;

7. If either prior to or during Your occupancy of the Residence, the results of an updated medical examination required pursuant to Paragraph IV.C of this Agreement indicate that You are unable to meet the conditions for occupancy of Your Residence. This decision shall be determined by the Buffalo Valley Appropriateness of Care Committee, in consultation with You, Your physician, Your legal representative(s) and any other person designated by You; or

8. Buffalo Valley ceases to offer independent living.

G. Termination Upon Death. In the event of Your death during Your occupancy of the Residence, this Agreement shall terminate subject to Paragraph VI.E.3.

H. Termination Upon Failure to Meet Residency Requirements. In the event that two (2) residents occupy Your Residence and one of such residents is under the age of 55 or is a

dependent adult, the termination of this Agreement by the resident who is over the age of 55 or who is the non-dependent adult shall operate as an automatic termination of the other resident's right to occupy the Residence, unless an exception is granted by Buffalo Valley, in its sole discretion.

I. Effect of Termination; Refunds.

1. Relinquishment of Occupancy; Surrender of Residence. In the event of a termination of this Agreement due to Your death, Your personal representative shall be responsible to remove all of Your personal property from the Residence within thirty (30) days of Your death and return the keys to the Residence to Buffalo Valley. If this Agreement is terminated for any other reason other than Your death, You shall be responsible to remove Your personal property from the Residence on or before the date by which You are required to vacate the Residence. You shall be responsible for the Monthly Fee until all possessions have been removed from the Residence, the Residence has been surrendered and keys to the Residence have been returned to Buffalo Valley.

2. If You or Your representative are unable to remove Your personal possessions from the Residence, Buffalo Valley shall have the right to remove and store such items at the sole expense of You or Your estate. Buffalo Valley shall not be responsible for Your personal possessions left in storage after sixty (60) days.

3. The termination of a right of occupancy of one person in a double occupancy unit for any reason shall not operate as a termination of the right of occupancy of the other resident of the unit, unless the other resident is under the age of 55 or is a dependent adult.

4. Your obligation to pay the Monthly Fee shall continue until Your Residence has been surrendered by You or, in the case of death, by Your estate or family.

J. General Payment.

1. Your applicable refund shall be payable to You within thirty (30) days after You no longer reside at Buffalo Valley and Buffalo Valley receives a replacement entrance fee for the Residence. Every effort will be made by Buffalo Valley to resell the Residence as soon as possible after termination but all marketing, sales, and admission decisions regarding such resale shall be within the discretion of Buffalo Valley. If You have permanently moved to the Nursing Care Center or Personal care Facility, Buffalo Valley will hold Your refund from independent living and apply it on a monthly basis to Your charges for the higher level of care.

2. Death of You or Your Spouse within ninety days of Occupancy. In the event You or Your spouse die within ninety (90) days of the Date of Occupancy, and this Agreement is terminated, Your applicable refund shall be payable to You within thirty (30) days of the surrender of the Residence to Buffalo Valley, rather than upon Buffalo Valley's receipt of a replacement entrance fee for the Residence. The Entrance Fee and the cost of Refund Eligible Custom Improvements will be amortized monthly according to the Entrance Fee Plan You have chosen until the Residence has been surrendered to Buffalo Valley.

3. Any amounts for necessary repairs, maintenance, waiver of any Monthly Fees or any other Benevolent Care provided to You during Your occupancy of the Residence shall be subtracted from the refund due to You under this Agreement.

4. In the event that You occupy a double occupancy unit with another resident and You vacate the Residence for any reason, You shall not be entitled to any refund amount until (i) the Agreement is terminated by the remaining resident for any reason and (ii) Buffalo Valley receives a replacement entrance fee for the Residence. When two residents are jointly occupying a double occupancy Residence, the disposition of any refund due upon termination shall be made as follows:

a. To the Trustee of the joint trust under a trust agreement dated _____, executed by both residents as settlors, and _____, as trustee, a copy of which trust agreement is on file with Buffalo Valley. This option shall be valid only if the trust agreement described in the preceding sentence designates at least two (2) primary or alternate trustees other than the settlors.

b. In the absence of a joint trust agreement as described above:

i. if both residents are living at the time of termination, one-half (50%) of the refund shall be paid to each resident; or

ii. if one resident is deceased, all (100%) of the refund shall be paid to the surviving resident; or

iii. if both residents are deceased, all (100%) of the refund shall be paid to the estate of the last resident to die.

K. No Further Obligation. After termination of this Agreement and surrender of Residence by You, all obligations of Buffalo Valley and You under this Agreement, other than obligations relating to the removal of personal property, financial assistance and refunds, shall cease.

VI. MISCELLANEOUS.

A. Benevolent Care. Buffalo Valley, through its parent corporation, LSS East, maintains a Benevolent Care Policy ("Benevolent Care") for residents who, through no fault of their own, become unable to pay the Monthly Fee due under this Agreement. In order to be considered for Benevolent Care, Your ability to meet financial obligations by transferring or depleting assets, other than in good faith and for value to meet ordinary and customary living expenses must not have been impaired, and You must not have materially misrepresented financial or other relevant information during the application and/or admission process or any other required disclosures. Further, You must provide adequate and timely information to Buffalo Valley to justify consideration for Benevolent Care and must apply for and utilize all governmental resources, programs, etc., which may be available to assist You in meeting housing and other living expenses. Residents who are or who become beneficiaries of LSS East's Benevolent Care policy may be relocated to a smaller unit at Buffalo Valley.

B. Right of Self-Organization. You and the other residents of Buffalo Valley shall have the right of self-organization.

C. Tobacco-Free Policy. Buffalo Valley Retirement Community is a tobacco-free community. Smoking and use of any other tobacco products are not permitted anywhere on Buffalo Valley Retirement Community.

D. Weapons-Free Policy. It is the policy of LSS East to safeguard our staff, our residents, our clients and the general public against violence. It is, therefore, prohibited for staff, residents or visitors to bring or possess firearms (regardless of any authorized permit), weapons or dangerous instruments onto any of our premises.

E. Parking. Parking is available on the Buffalo Valley campus. You shall not be permitted to park any truck (other than a pickup truck), trailer, RV, or mobile home at the Residence or in other parking areas of Buffalo Valley. Limited RV parking may be available on the campus, as outlined in the Resident Handbook.

F. Service and Emotional Support Animals. Buffalo Valley will accommodate Your Service or Emotional Support Animal in accordance with the guidelines of the Americans with Disabilities Act and the federal Fair Housing Act.

G. Religious Affiliation. Buffalo Valley is affiliated with the Evangelical Lutheran Church in America ("ELCA") through LSS East. The ELCA and/or its synods are not
responsible for the financial or contractual obligations of Buffalo Valley or LSS East under this Agreement.

H. Disclosure Statement. Buffalo Valley shall make available to You its disclosure statement, required under Pennsylvania law to be filed with the Department of Insurance annually.

I. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, notwithstanding any conflict of laws provisions to the contrary.

J. Subordination. You agree that this Agreement is subject and subordinate at all times to any mortgage which now or in the future becomes a lien upon the property that includes the Residence.

K. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

L. Assignment. You may not assign this Agreement.

M. Waiver. The waiver by Buffalo Valley of a breach of any provision of this Agreement by You shall not operate or be construed as a waiver of any subsequent breach by You.

N. Notices. Any notice required or permitted to be given under this Agreement shall be deemed properly given if in writing and if mailed by regular mail to Your Residence or to the principal office of Buffalo Valley, in the case of notice to Buffalo Valley. The effective date of any such notice shall be the date of mailing thereof or the date of personal delivery, whichever is applicable. The address to which notice shall be sent may be changed by a written notice given pursuant to this Paragraph.

O. Non-Discrimination. Buffalo Valley shall not discriminate against You on the basis of Your race, color, religious creed, disability, marital status, ancestry, national origin, sexual orientation, sex, or any other class protected by law.

P. Code of Conduct. You agree to abide by the Code of Conduct for independent living resident which has been provided to You and as it may be updated from time to time.

Q. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the subject matter hereof. This Agreement supersedes and replaces in its entirety any existing agreement between You and Buffalo Valley regarding Your right of occupancy of the Residence, and may not be waived, changed, modified, extended or discharged except in writing executed by Buffalo Valley and by the party against whom enforcement of any such waiver, change, modification, extension or discharge is sought.

R. Change in Law. Notwithstanding Subparagraph M above, Buffalo Valley reserves the right to amend this Agreement upon thirty (30) days' written notice to You if any change in federal, state and local laws, regulations, policies and/or interpretation of the same shall impair the continuing validity and/or effectiveness of any material provisions of this Agreement.

S. Acknowledgment of Receipt of Disclosure Statement, Resident Handbook and Notice of Privacy Practices. You acknowledge receipt of Buffalo Valley's most recent annual disclosure statement. In addition, You acknowledge receipt of Buffalo Valley's Resident Handbook and HIPAA Notice of Privacy Practices at the time of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

BUFFALO VALLEY

By:_____

Name (printed)_____

RESIDENT

By:_____

Name (printed)_____

RESIDENT:

By:_____

Name (printed)_____

RESIDENCE AND SERVICES AGREEMENT

SCHEDULE A

Resident Name(s)_____ Date: _____

Type of Residence_____

Residence Number_____

Date of Right of Occupancy_____

ENTRANCE FEE

Entrance Fee Plan Chose (circle): Classic Classic Plus Estate Preservation	
Single Person Entrance Fee OR	$_____
Double Person Entrance Fee	$_____
Cost of Custom Improvements	$_____
Total Fee	$_____
Less Ten Percent Installment due upon signing Agreement	$_____(_____)
Balance of Total Fee (due on or before the Date of Right of Occupancy	$_____

MONTHLY FEE

Monthly Fee:

Single Person OR $_____

Double Person $_____

BUFFALO VALLEY RESIDENT

By:_____ _____

_____

SCHEDULE B - Items and Services Included in the Monthly Fee

The following items and services are included in Your Monthly Fee:

1. The provision of Your Residence with a refrigerator, range, microwave, dishwasher, garbage disposal, central air conditioning, vinyl or tile floor in kitchen and bath(s), wall-to-wall carpeting, washer and dryer, and other features and fixtures as described in Buffalo Valley's current literature;

2. Each resident of Your Residence receives a flexible, monthly meal credit equal to $10 per day. You will be billed for any charges that exceed the monthly meal credit. Buffalo Valley will make available three (3) meals each day;

3. Bi-weekly housekeeping services for Your Residence, including vacuuming, dusting and cleaning of kitchen and bath(s);

4. Maintenance of exterior building and grounds (including lawn care, landscaping provided by Buffalo Valley, and snow removal) and interior public areas and building costs and custodial services for common areas (not including the inside of Your Residence);

5. Maintenance of appliances provided by Buffalo Valley and maintenance, repairs and replacements of Buffalo Valley's property and equipment;

6. Television jacks provided in Your Residence;

7. Access to social, recreational and spiritual programs;

8. A 24-hour emergency call system;

9. Water, electricity, and sewerage;

10. Casualty and liability insurance for Buffalo Valley's campus and the exterior of Your Residence;

11. Garbage and trash collection at a location near Your Residence;

12. Pest control on the grounds and in Your Residence;

13. Such other services and activities as may from time to time be provided by Buffalo Valley.

The following items <u>are not included</u> in Your Monthly Fee:

1. You are responsible for arranging and paying for telephone service and/or the costs of any cable service.

2. The cost for repairs, maintenance and replacement of Your property and furnishings shall be Your sole responsibility.

SCHEDULE C - NOTICE OF RIGHT TO RESCIND

_____
(Date rescission period begins)

You may rescind and terminate your Residence and Services Agreement, without penalty or forfeiture, within seven (7) days of the above date. You are not required to move into Buffalo Valley before the expiration of this 7-day period. No other agreement or statement you sign shall constitute a waiver of your right to rescind your Residence and Services Agreement within the seven (7) day period.

To rescind your Residence and Services Agreement, mail or deliver a signed and dated copy of this notice, or any other written notice, letter or telegram, stating your desire to rescind to: Executive Director, Buffalo Valley Retirement Community, 189 East Tressler Boulevard, Lewisburg, PA 17837, not later than midnight of _____
(last date of rescission period)

Pursuant to this notice, I hereby cancel my Residence and Services Agreement.

_____
DATE

_____
PROSPECTIVE RESIDENT'S SIGNATURE

_____
PROSPECTIVE RESIDENT'S SIGNATURE

SCHEDULE D – CUSTOM IMPROVEMENTS

You have chosen to add the following custom improvements, at additional cost, to Your Residence. The cost of any Custom Improvements which increase the amount of conditional living space of Your Residence ("Refund Eligible Custom Improvements") shall be included in the amount subject to a refund under the terms of this Agreement.

Option	Cost

BUFFALO VALLEY

By:_____

Name (printed)_____

RESIDENT

By:_____

Name (printed)_____

RESIDENT:

By:_____

Name (printed))_____

Type C Contract

CUMBERLAND CROSSINGS

RESIDENCE AND SERVICES AGREEMENT

EVERTRUE™

TABLE OF CONTENTS

I. RESIDENCE, COMMON AREAS, AMENITIES, PROGRAMS AND SERVICES 1

A. Your Residence 1

B. Furnishings in Your Residence 1

C. Structural Changes and Redecoration 1

D. Common Areas, Amenities, Programs and Services 2

E. Nursing Care, Personal Care, Medical Director and Other Physician Services 2

F. Change in Scope of Services 3

II. ENTRANCE FEE, MONTHLY FEE, REFUND PLAN 3

A. Payment of Processing Fee 3

B. Payment of Entrance Fee 3

C. Payment for Custom Improvements 3

D. Payment Terms 3

E. Choice of Entrance Fee Plan 3

F. Failure to Pay the Remainder of the Total Fee on or before the Date of Right of Occupancy 4

G. Monthly Fee 4

H. Adjustments to the Monthly Fee 4

I. Monthly Statements 4

J. Co-Resident's Fee Responsibility 4

K. Late Payments 4

L. Transfers of Assets 4

M. Personal Living Expenses 4

N. Charges for Other Levels of Care 5

III. DATE OF RIGHT OF OCCUPANCY 5

A. Date of Right of Occupancy 5

IV. ADMISSION REQUIREMENTS AND PROCEDURES 5

A. Age 5

B. Application Forms 5

C. Health Status; Medical Examination 5

D. Confidential Financial Statement 5

E. Power of Attorney; Advance Directives 5

F. Medical Insurance 6
G. Other Insurance 6
H. Reliance Upon Submitted Information: Requests for Updated Information 6
I. Dependent Adults as Occupants 6
V. TERMS OF RESIDENCY 6
A. Use of Residence 6
B. Covenants of Residents 6
C. Pets 7
D. Guests 7
E. Marriage and/or Additional Occupants 7
F. Request by You for Change in Residence 8
G. Inspection of Residence 8
H. Housekeeping/Housecleaning Responsibilities 8
I. Responsibility for Property Damage to Cumberland Crossings 8
J. Damage to Residence 8
K. Responsibility for Loss or Damage of Personal Property 8
L. Release Regarding Conduct of Other Residents 9
M. Governmental Power of Eminent Domain 9
N. Change in Residence at Option of Cumberland Crossings 9
VI. TERMINATION AND REFUND PROVISIONS 9
A. Termination By You 9
B. Termination by Cumberland Crossings for Cause 10
C. Termination Upon Death 10
D. Termination Upon Failure to Meet Residency Requirements 10
E. Effect of Termination; Refunds 11
F. General Payment 11
G. No Further Obligation 12
VII. MISCELLANEOUS 12
A. Benevolent Care 12
B. Right of Self-Organization 13
C. Tobacco-Free Policy 13
D. Weapons-Free Policy 13
E. Parking 13

F. Service and Emotional Support Animals 13
G. Religious Affiliation 13
H. Disclosure Statement 13
I. Governing Law 13
J. Subordination 13
K. Severability 13
L. Assignment 13
M. Waiver 14
N. Notices 14
O. Non-Discrimination 14
P. Code of Conduct 14
Q. Entire Agreement 14
R. Change in Law 14
S. Acknowledgment of Receipt of Disclosure Statement, Resident Handbook and Notice of Privacy Practices 14

RESIDENCE AND SERVICES AGREEMENT

THIS RESIDENCE AND SERVICES AGREEMENT ("Agreement") is made this ____ day of _____, 20___by and between EverTrue Cumberland Crossings ("Cumberland Crossings"), Carlisle, Pennsylvania, a nonprofit continuing care retirement community of LSS East, d/b/a EverTrue, and _____ _____(hereinafter referred to as "You").

Cumberland Crossings consists of independent living residences, a personal care facility, licensed nursing care beds, and many common areas. Residency is available to individuals age 55 or older.

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement, You and Cumberland Crossings agree as follows:

I. RESIDENCE, COMMON AREAS, AMENITIES, PROGRAMS AND SERVICES

A. Your Residence. You shall have the exclusive right to occupy, use and enjoy the residence described in Schedule A, attached ("Residence").

B. Furnishings in Your Residence. Cumberland Crossings shall provide each Residence with floor coverings, appliances and other permanent fixtures as described on Schedule B, attached. You may furnish Your Residence with such household items and furnishings as desired by You. All such household items and furnishings shall remain Your property. Cumberland Crossings shall not be responsible for loss of or damage to Your personal property.

C. Structural Changes and Redecoration. Any structural or physical change of any kind within the Residence or on the Residence's balcony or patio shall require the prior written approval of Cumberland Crossings. The cost of any structural or physical change requested by You shall be paid for by You, unless otherwise agreed in writing by Cumberland Crossings. In addition, approval of such structural or physical change may be conditioned upon Your payment to Cumberland Crossings of a sum sufficient to later restore the Residence to its original condition. You shall receive no refund related to the structural changes or additions.

1. Structural Changes Which Increase Conditioned Living Space. The cost of any post occupancy structural changes or additions paid by You which increase the square footage of conditioned living space in the Residence shall be amortized over the remaining amortization term of this Agreement, if any term remains. If no amortization term remains, the cost of such post-occupancy structural changes or additions shall be amortized immediately and earned in full by Cumberland Crossings. Upon termination of this Agreement, any refund or such cost shall be governed by the Entrance Fee plan chosen on Schedule A. attached.

2. Other Structural or Physical Changes. If the structured changes or additions do not increase the square footage of conditional living space, You shall receive no refund related to the structural changes or additions.

D. Common Areas, Amenities, Programs and Services.

1. Common Areas and Facilities. You shall have the right to use common areas of Cumberland Crossings described in Cumberland Crossings' current literature.

2. Social Activities, Wellness Programs and Other Services. As a resident of Cumberland Crossings, You shall be entitled to attend and participate in planned activities, such as trips and social events, and wellness programs offered by Cumberland Crossings. In addition, pastoral services and worship opportunities are available on the campus. Some activities may require an additional fee.

3. Transportation. Your Monthly Fee includes regular, scheduled, group transportation as described in Cumberland Crossings' current literature. Transportation for personal or special group trips may be available for an extra fee.

4. Other Services included in the Monthly Fee. See Schedule B, attached.

5. Other Services Available for Additional Charge. For an additional charge, Cumberland Crossings may offer other services, such as beauty and barber services or catering services, beyond the normal scope of services offered by Cumberland Crossings. The availability and charges for such services are itemized in Cumberland Crossings' current literature.

E. Nursing Care, Personal Care, Medical Director and Other Physician Services. Cumberland Crossings operates a nursing care center and a personal care facility, both licensed by the Commonwealth of Pennsylvania. Should you desire admission to the nursing care center or personal care facility, You will be entitled to priority in admission, provided that You apply for admission and meet applicable admission requirements. In the event of admission, You shall execute a separate admission agreement and shall be responsible for all nursing care or personal care charges.

1. Nursing Care Services. Nursing care services include three (3) meals per day, housekeeping, assistance with activities of daily living and nursing services as ordered by Your physician. Accommodations shall be in semi-private rooms. Private rooms may be available for an additional fee according to Cumberland Crossings' current literature.

2. Personal Care Services. Personal care services include three (3) meals per day, housekeeping, assistance with activities of daily living, such as bathing, dressing, and administration of medication. Accommodations may be in semi-private or private rooms.

3. Medical Director. Cumberland Crossings shall provide a licensed and credentialed physician to coordinate and supervise nursing care and personal care services.

4. Physician Services. You are responsible for the cost of all physician services and may choose a personal physician. Physicians treating residents in the nursing care center or personal care facility must be credentialed by Cumberland Crossings.

F. Change in Scope of Services. Except for changes required by law where such notice is not possible, Cumberland Crossings will notify You of any proposed change in the scope of services provided in this Agreement at least thirty (30) days before such change is effective.

II. ENTRANCE FEE, MONTHLY FEE, REFUND PLAN

A. Payment of Processing Fee. You have paid a Processing Fee for each person executing this Agreement. The Processing Fee is not refundable for any reason.

B. Payment of Entrance Fee. You agree to pay an Entrance Fee for the use of the Residence and common amenities of Cumberland Crossings and for the services and programs offered by Cumberland Crossings, as set forth in Schedule A, attached.

C. Payment for Custom Improvements. You agree to pay for any Custom Improvements to the Residence chosen by You on Schedule D, attached. The cost of any Custom Improvements which increase the amount of conditioned living space of Your Residence ("Refund Eligible Custom Improvements") shall be included in the amount subject to a refund under the Terms of this Agreement.

D. Payment Terms. The Entrance Fee and cost of Custom Improvements (the "Total Fee") shall be payable by You to Cumberland Crossings in two (2) installments as follows:

1. ten percent (10%) of the Total Fee shall be payable upon the signing of this Agreement; and

2. the remaining ninety percent (90%) of the Total Fee shall be payable on or before the Date of Right of Occupancy as defined in Paragraph III.A of this Agreement.

E. Choice of Entrance Fee Plan. You may choose one of three available Entrance Fee Plans: Classic, Classic Plus, or Estate Preservation. Such choice shall be made at the time You sign this Agreement and pay ten percent (10%) of the Total Fee. Your choice of Entrance Fee Plan is indicated on Schedule A, attached.

1. Classic Plan: A resident choosing this plan will be entitled to a refund of the Entrance Fee and the cost of Refund Eligible Custom Improvements paid less 4% after Month One and less an additional 2% per month in each month of occupancy from Month Two to Month Forty-Nine. After forty-nine (49) months, You will be entitled to no refund.

2. Classic Plus Plan: A resident choosing this plan is guaranteed no less than a 50% refund of the Entrance Fee and the cost of Refund Eligible Custom Improvements paid. You will be entitled to a refund of the Entrance Fee paid less 5% after Month One and less an additional 1% per month in each month of occupancy from Month Two to Month Forty-Six. After forty-six (46) months, You will be entitled to a refund of 50% subject to Paragraph VI.F.3.

3. Estate Preservation Plan: A resident choosing this plan is guaranteed no less than a seventy percent (70%) refund of the Entrance Fee and the cost of Refund-Eligible Custom Improvements paid. You will be entitled to a refund of the Entrance Fee and the cost of

Refund-Eligible Custom Improvements paid less 2% in each month of occupancy from Month One to Month Fifteen. After fifteen (15) months, You will be entitled to a refund of 70% subject to Paragraph VI.F.3.

F. Failure to Pay the Remainder of the Total Fee on or before the Date of Right of Occupancy. Subject to Paragraph VI.A.2 of this Agreement, Your failure to pay the remaining ninety percent (90%) of the Total Fee on or before the Date of Right of Occupancy pursuant to Paragraph II.D.2 above shall result in the relinquishment of Your right to occupy the Residence. Upon Your failure to pay the remainder of the Total Fee on or before the Date of Right of Occupancy, Cumberland Crossings shall have the right to resell Your right of occupancy in the Residence to another purchaser, and Cumberland Crossings shall retain and You shall forfeit Your first installment payment of ten percent (10%) of the Total Fee.

G. Monthly Fee. In addition to the payment of the Total Fee, You shall also be responsible to pay a basic Monthly Fee to Cumberland Crossings in the amount set forth on Schedule A, attached. You shall begin paying Monthly Fees on the Date of Right of Occupancy, regardless of whether You have begun physically occupying the Residence. In the event the Date of Right of Occupancy is a day other than the first day of the month, Monthly Fees for the first month of occupancy shall be prorated. Thereafter, Monthly Fees shall be due on or before the fifth (5th) day of each month.

H. Adjustments to the Monthly Fee. The amount of the Monthly Fee ("Monthly Fee") is subject to change upon thirty (30) days' written notice to You.

I. Monthly Statements. Cumberland Crossings shall furnish You with a monthly statement showing the Monthly Fee payable for the month and any additional charges from the previous month.

J. Co-Resident's Fee Responsibility. In the event that You occupy a double occupancy Residence, each co-resident shall be jointly and severally liable for all payments due under this Agreement. If one co-resident dies or vacates the Residence, the remaining co-resident shall be responsible for payment of the Monthly Fees and any other charges incurred up to and including the date of death, permanent transfer or move out. The remaining co-resident shall then be responsible for Monthly Fees for single occupancy of the Residence. Notwithstanding the foregoing, if the remaining co-resident is under the age of 55 or is a dependent adult, this Agreement may be terminated in accordance with Paragraph VI.D.

K. Late Payments. You shall pay all Monthly Fees or other incurred fees when due. You shall be responsible to pay all actual attorney's fees and costs incurred by Cumberland Crossings relative to the collection of any amounts ninety (90) days past due.

L. Transfers of Assets. You represent that You have not transferred, and shall not transfer after the execution of this Agreement, any of Your assets such that Your ability to meet Your financial obligations under this Agreement is impaired.

M. Personal Living Expenses. Your personal living expenses shall be Your sole responsibility.

N. Charges for Other Levels of Care.

1. Temporary Occupancy of the Nursing Care Center or Personal Care Facility. Upon temporarily occupying the nursing care center or personal care facility, You shall continue to pay the Monthly Fee for Your Residence and You shall pay the published current per diem fee for the nursing care center or personal care facility, plus the cost of any ancillary services.

2. Permanent Occupancy of the Nursing Care Center or Personal Care Facility. Should You permanently transfer to the nursing care center or personal care facility, this Agreement will terminate and You shall pay the published current per diem fee for the nursing care center or personal care facility, plus the cost of any ancillary services.

III. DATE OF RIGHT OF OCCUPANCY

A. Date of Right of Occupancy. You and Cumberland Crossings agree that You shall have right of occupancy on the date indicated on Schedule A, attached ("Date of Right of Occupancy"), such date not to exceed ninety (90) days from the date of execution of this Agreement. Your full Entrance Fee must be paid on or before the Date of Right of Occupancy. You will be billed for Your first month's Monthly Fee on a pro-rated basis.

IV. ADMISSION REQUIREMENTS AND PROCEDURES

A. Age. Residents shall be fifty-five (55) years of age or older, unless an exception is granted by Cumberland Crossings, in its sole discretion.

B. Application Forms. As part of the admission process, You have submitted an Application for Admission and a Confidential Financial Statement.

C. Health Status; Medical Examination. As part of the admission process, You have been examined by a qualified physician of Your own choosing who has completed a Health History and Information form, which has been submitted to Cumberland Crossings by You. You represent that You are capable of living safely without the assistance of another person in a Residence or with such assistance as you are responsible to provide.

D. Confidential Financial Statement. You represent that You have sufficient assets and income to qualify for admission to independent living in the Residence. If a review of your Confidential Financial Statement and supporting documentation reveals that Your assets and income are not sufficient to for occupancy in the Residence in accordance with the policy of Diakon Lutheran Social Ministries, Cumberland Crossings may terminate this Agreement prior to Your occupancy.

E. Power of Attorney; Advance Directives. Prior to the Date of Right of Occupancy, You shall execute a durable power of attorney and shall provide a copy to Cumberland Crossings. If You have executed, or in the future execute, an advance directive, You shall provide a copy to Cumberland Crossings.

F. Medical Insurance. You shall maintain Medicare Part A and Part B coverage and one supplemental health insurance policy or equivalent insurance coverage acceptable to Cumberland Crossings and shall furnish Cumberland Crossings with evidence of such coverage.

G. Other Insurance. In order to ensure protection for You and Cumberland Crossings, You shall maintain the following types of insurance coverage:

1. personal property insurance for the Residence insuring Your personal property in or about the Residence;

2. liability insurance coverage; and

3. auto insurance coverage in an amount or amounts not less than as required by Pennsylvania law (if applicable).

H. Reliance Upon Submitted Information: Requests for Updated Information. Cumberland Crossings has relied on the information submitted by You during the admission process in making its admission decision. Cumberland Crossings reserves the right both prior to and during Your occupancy of the Resident to require You, upon request by Cumberland Crossings, to submit periodic updates of medical, financial, insurance or other information. The cost to obtain updated information, including medical examinations, shall be Your sole responsibility.

I. Dependent Adults as Occupants. If You, as either a parent or guardian, intend to have a dependent adult (either under or over the age of 55) reside with You as a co-resident, You shall demonstrate to the satisfaction of Cumberland Crossings, prior to the Date of Right of Occupancy, that alternative arrangements have been made for the care of such dependent adult in the event that You are no longer able to occupy the Residence and/or care for the dependent adult for any reason. Generally, Cumberland Crossings will require You to demonstrate that a court of competent jurisdiction has adjudicated such dependent adult to be an incapacitated person and has appointed an agency or other individual or entity acceptable to Cumberland Crossings as guardian of the
dependent adult's person and estate.

V. TERMS OF RESIDENCY

A. Use of Residence. You shall occupy and use the Residence only as a residence.

B. Covenants of Residents. You shall:

1. comply with all rules, regulations, policies and procedures set forth in the Resident Handbook, which are subject to change from time to time in the sole discretion of Cumberland Crossings;

2. obey all applicable federal, state and local laws and regulations when using the Residence;

3. not perform any activities in or around the Residence which could harm any

other person or cause damage to the Residence or other Cumberland Crossings property;

4. notify Cumberland Crossings promptly if there is any condition in or about the Residence that could harm residents or others or damage the Residence;

5. notify Cumberland Crossings of any accident, fire or damage occurring in, about or around the Residence within twenty-four (24) hours of its occurrence; and

6. give prompt written notice to Cumberland Crossings of any repairs needed to the Residence.

C. Pets. The ownership of pets is governed by Cumberland Crossings' pet guidelines contained in the Resident Handbook.

D. Guests. The Residence shall only be occupied by You. You shall be permitted to have guests stay at the Residence in accordance with Cumberland Crossings' Guest Policy as reflected in the Resident Handbook. The Guest Policy of Cumberland Crossings is subject to change from time to time in the sole discretion of Cumberland Crossings.

E. Marriage and/or Additional Occupants.

1. Non-resident. In the event that, after the Date of Right of Occupancy, You desire to marry or have a non-resident of Cumberland Crossings share Your Residence as a co-resident, the proposed additional occupant shall be required to file an application for admission and meet all age, medical and financial requirements for admission applicable to residents of Cumberland Crossings. If the proposed additional occupant is approved for admission, on or before the date he or she begins occupying the Residence, he or she shall pay an additional occupancy fee equal to the then-current published second person fee ("Second Person Entrance Fee"). The Second Person Entrance Fee shall be amortized immediately and earned in full by Cumberland Crossings, and no refund of the Second Person Entrance Fee shall be made. Upon admission of a co-resident to the Residence, You will pay Monthly Fees for double occupancy. Admittance of an additional occupant shall be at the sole discretion of Cumberland Crossings.

2. Resident. In the event that You desire to marry another resident or have another resident ("Other Resident") reside in the Residence, You shall select and designate in writing, at least sixty (60) days in advance of the proposed move, which one of the two Residences You and Other Resident wish to occupy. The Residence that will be vacated must be surrendered to Cumberland Crossings on or before the date of the proposed move to the designated Residence.

a. Termination of Occupancy of Residence. In the event that You desire to occupy the Residence of Other Resident, this Agreement shall be terminated and You shall be required to execute an amendment to Other Resident's Residence and Services Agreement to bind You to the terms and conditions of the Residence and Services Agreement of Other Resident. Your refund under Section VI shall be payable to You within thirty (30) days of Cumberland Crossings' receipt of a replacement entrance fee for the Residence.

b. Addition of Other Resident to Residence. In the event that Other Resident terminates his or her Residence and Services Agreement with Cumberland Crossings and moves into Residence, this Agreement shall be amended and executed by Other Resident to bind Other Resident to the terms and conditions of this Agreement.

F. Request by You for Change in Residence. You may request a change in residence at any time. Cumberland Crossings will carefully consider factors such as Your health, finances, availability of requested residence, waiting lists, etc. Lateral moves are not allowed.

1. Move to a Smaller Residence. Should You be approved to move to a smaller residence, You shall pay the Monthly Fee associated with the smaller residence. No refunds will be made at the time of Your move for any difference between the Entrance Fee for Your original Residence and the current entrance fee for the smaller residence.

2. Move to a Larger Residence. Should You be approved to move to a larger residence, You shall pay the Monthly Fee associated with the larger residence and shall pay the difference between the Entrance Fee You paid for Your original Residence and the current entrance fee for the larger residence. The additional payment shall be amortized over the remaining amortization term of this Agreement, if any term remains. If no term remains, the additional payment shall be amortized immediately and earned in full by Cumberland Crossings. Upon termination of this Agreement, the refund of the additional payment shall be governed by the Entrance Fee Plan chosen in Schedule A.

G. Inspection of Residence. Cumberland Crossings shall have the right to periodically inspect Your Residence upon one (1) day's notice to You for health and safety hazards, adequate cleanliness and to determine repair and/or replacement needs. Notwithstanding the foregoing, no notice shall be required in emergency situations.

H. Housekeeping/Housecleaning Responsibilities. You shall maintain the Residence in a clean, sanitary and orderly condition. If You do not maintain the Residence in a reasonable manner, Cumberland Crossings, after notice to You, shall have the right to maintain the Residence for a fee at Your sole expense.

I. Responsibility for Property Damage to Cumberland Crossings.

1. Condition of Residence Upon Termination. Upon termination of this Agreement, You shall leave the Residence in as good condition as on the Date of Right of Occupancy, reasonable wear and tear excepted. The cost of any repairs due to any damages to the Residence shall be Your sole responsibility.

2. Property Damage Caused by You. Any loss or damage to real or personal property of Cumberland Crossings You cause shall be paid for by You. In the event of Your death, Your estate shall be liable for any loss or damage to Cumberland Crossings' property You cause.

J. Damage to Residence. If the Residence is damaged by fire or other casualty covered by Cumberland Crossings' insurance, to the extent that the Residence can be restored to its prior condition within ninety (90) days, Cumberland Crossings shall repair the damage and restore the Residence to its prior condition at the sole cost and expense of Cumberland Crossings. If You do not remain in possession of the Residence while Cumberland Crossings makes repairs, You will not be required to pay any Monthly Fees.

K. Responsibility for Loss or Damage of Personal Property. Cumberland Crossings shall not be responsible for the loss or damage due to fire, theft, or other causes of any property

belonging to

You or Your estate or Your guests, including, but not limited to motor vehicles, unless care and control of such personal property is specifically accepted in writing by Cumberland Crossings, and then only for willful or gross negligence in failing to safeguard and account for it. You shall have the sole responsibility to provide such insurance as You deem necessary to protect against any such losses. No personal property insurance shall be provided to You by Cumberland Crossings and You shall bear the risk of any damage or loss of personal property held in storage by Cumberland Crossings.

L. Release Regarding Conduct of Other Residents. Cumberland Crossings assumes no liability for Your conduct or the conduct of other residents or guests of Cumberland Crossings, and You hereby release and discharge Cumberland Crossings from any claims for personal injury to You or damages to Your personal property caused by the conduct of other residents or guests.

M. Governmental Power of Eminent Domain. "Eminent domain" is the legal name for the right of a government such as the state or county or city to take private property for public use. The government must pay fair compensation to anyone who has any right in the property that is taken by the government. If all or any part of the Residence is taken by eminent domain, this Agreement and Your right of occupancy shall automatically terminate and You shall be entitled to a refund under the terms of Section VI.

N. Change in Residence at Option of Cumberland Crossings. If Cumberland Crossings reasonably determines that Your Residence needs to be vacated to permit repairs or renovation thereto, or that the permanent transfer of such space to either a different use or a different configuration is necessary, or any other circumstance reasonably determined by Cumberland Crossings justifies such transfer, Cumberland Crossings may move You to a new residence of a similar size provided that Cumberland Crossings (i) advises You prior to undertaking any such move, (ii) gives You reasonable notice of and time to prepare for such move, (iii) incurs all costs of such move, (iv) arranges for the prompt and convenient move of Your personal furnishings, and (v) either provides in such new residence optional custom improvements comparable to those provided in Your original Residence or, at Your option, reimburses You for the value of such improvements.

VI. TERMINATION AND REFUND PROVISIONS

A. Termination By You.

1. Rescission Period. You may terminate this Agreement within seven (7) days of its execution by delivering written notice of termination to Cumberland Crossings. Upon such rescission, all monies paid by You to Cumberland Crossings, except for the Processing Fee(s), shall be refunded in full. (See Schedule C for "Notice of Right to Rescind" form).

2. Prior to Occupancy. You may terminate this Agreement after the lapse of the seven (7) day rescission period but prior to Your occupancy of the Residence by delivering written notice of termination to Cumberland Crossings. Upon such termination, Cumberland Crossings shall have the right to resell Your right of occupancy to the Residence to another purchaser, and Cumberland Crossings shall retain and You shall forfeit Your first installment payment of ten percent (10%) of the Entrance Fee. Notwithstanding the foregoing, if such

termination is due to Your death or the death of Your spouse, or because a change in Your physical or mental condition makes You ineligible for admission to Cumberland Crossings, Cumberland Crossings shall fully refund all monies paid by You,

except for any Processing Fee(s) and the costs incurred by Cumberland Crossings for any Custom Improvements chosen by You on Schedule D, attached.

3. After Occupancy. You may terminate this Agreement at any time after occupancy upon thirty (30) days' written notice to Cumberland Crossings. Refunds shall be governed by Section VI of this Agreement.

B. Termination by Cumberland Crossings for Cause. Cumberland Crossings shall have the right to terminate this Agreement for cause upon the occurrence of any of the following events upon thirty (30) days' written notice to You:

1. Your failure to comply with all rules, regulations, policies and procedures set forth in the Resident Handbook, a copy of which has been provided to You contemporaneously with the signing of this Agreement;

2. Your failure to pay the Entrance Fee and cost of Custom Improvements, if any, in accordance with Paragraph II.D of this Agreement;

3. Your failure to pay the Monthly Fee, upon thirty (30) days' notice by Luther Crest;

4. Your failure to comply with any material provisions of this Agreement;

5. Your continued presence in the Residence is deemed detrimental to the health and safety of You or other residents of Cumberland Crossings. This decision shall be determined by the Cumberland Crossings Appropriateness of Care Committee, in consultation with You, Your physician, Your legal representative(s) and any other person designated by You;

6. You become incapacitated, either physically or mentally, and it is determined that a permanent transfer to another level of care, or another facility if Cumberland Crossings is unable to accommodate Your needs, is in Your best interests. This decision shall be determined by the Cumberland Crossings Appropriateness of Care Committee, in consultation with You, Your physician, Your legal representative(s) and any other person designated by You;

7. If either prior to or during Your occupancy of the Residence, the results of an updated medical examination required pursuant to Paragraph IV.C of this Agreement indicate that You are unable to meet the conditions for occupancy of Your Residence. This decision shall be determined by the Cumberland Crossings Appropriateness of Care Committee, in consultation with You, Your physician, Your legal representative(s) and any other person designated by You; or

8. Cumberland Crossings ceases to offer independent living.

C. Termination Upon Death. In the event of Your death during Your occupancy of the Residence, this Agreement shall terminate subject to Paragraph VI.E.3.

D. Termination Upon Failure to Meet Residency Requirements. In the event that two

(2) residents occupy Your Residence and one of such residents is under the age of 55 or is a

dependent adult, the termination of this Agreement by the resident who is over the age of 55 or who is the non-dependent adult shall operate as an automatic termination of the other resident's right to occupy the Residence, unless an exception is granted by Cumberland Crossings, in its sole discretion.

E. Effect of Termination; Refunds.

1. Relinquishment of Occupancy; Surrender of Residence. In the event of a termination of this Agreement due to Your death, Your personal representative shall be responsible to remove all of Your personal property from the Residence within thirty (30) days of Your death and return the keys to the Residence to Cumberland Crossings. If this Agreement is terminated for any other reason other than Your death, You shall be responsible to remove Your personal property from the Residence on or before the date by which You are required to vacate the Residence. You shall be responsible for the Monthly Fee until all possessions have been removed from the Residence, the Residence has been surrendered and keys to the Residence have been returned to Cumberland Crossings.

2. If You or Your representative are unable to remove Your personal possessions from the Residence, Cumberland Crossings shall have the right to remove and store such items at the sole expense of You or Your estate. Cumberland Crossings shall not be responsible for Your personal possessions left in storage after sixty (60) days.

3. The termination of a right of occupancy of one person in a double occupancy unit for any reason shall not operate as a termination of the right of occupancy of the other resident of the unit, unless the other resident is under the age of 55 or is a dependent adult.

4. Your obligation to pay the Monthly Fee shall continue until Your Residence has been surrendered by You or, in the case of death, by Your estate or family.

F. General Payment.

1. Your applicable refund shall be payable to You within thirty (30) days after You no longer reside at Cumberland Crossings and Cumberland Crossings receives a replacement entrance fee for the Residence. Every effort will be made by Cumberland Crossings to resell the Residence as soon as possible after termination but all marketing, sales, and admission decisions regarding such resale shall be within the discretion of Cumberland Crossings. If You have permanently moved to the Nursing Care Center or Personal care Facility, Cumberland Crossings will hold Your refund from independent living and apply it on a monthly basis to Your charges for the higher level of care.

2. Death of You or Your Spouse within ninety days of Occupancy. In the event You or Your spouse die within ninety (90) days of the Date of Occupancy, and this Agreement is terminated, Your applicable refund shall be payable to You within thirty (30) days of the surrender of the Residence to Cumberland Crossings, rather than upon Cumberland Crossings' receipt of a replacement entrance fee for the Residence. The Entrance Fee and the cost of Refund Eligible Custom Improvements will be amortized monthly according to the Entrance Fee Plan You have chosen until the Residence has been surrendered to Cumberland Crossings.

3. Any amounts for necessary repairs, maintenance, waiver of any Monthly Fees or any other Benevolent Care provided to You during Your occupancy of the Residence shall be subtracted from the refund due to You under this Agreement.

4. In the event that You occupy a double occupancy unit with another resident and You vacate the Residence for any reason, You shall not be entitled to any refund amount until (i) the Agreement is terminated by the remaining resident for any reason and (ii) Cumberland Crossings receives a replacement entrance fee for the Residence. When two residents are jointly occupying a double occupancy Residence, the disposition of any refund due upon termination shall be made as follows:

a. To the Trustee of the joint trust under a trust agreement dated _____, executed by both residents as settlors, and _____, as trustee, a copy of which trust agreement is on file with Cumberland Crossings. This option shall be valid only if the trust agreement described in the preceding sentence designates at least two (2) primary or alternate trustees other than the settlors.

b. In the absence of a joint trust agreement as described above:

i. if both residents are living at the time of termination, one-half (50%) of the refund shall be paid to each resident; or

ii. if one resident is deceased, all (100%) of the refund shall be paid to the surviving resident; or

iii. if both residents are deceased, all (100%) of the refund shall be paid to the estate of the last resident to die.

G. No Further Obligation. After termination of this Agreement and surrender of Residence by You, all obligations of Cumberland Crossings and You under this Agreement, other than obligations relating to the removal of personal property, financial assistance and refunds, shall cease.

VII. MISCELLANEOUS.

A. Benevolent Care. Cumberland Crossings, through its parent corporation, LSS East, maintains a Benevolent Care Policy ("Benevolent Care") for residents who, through no fault of their own, become unable to pay the Monthly Fee due under this Agreement. In order to be considered for Benevolent Care, Your ability to meet financial obligations by transferring or depleting assets, other than in good faith and for value to meet ordinary and customary living expenses must not have been impaired, and You must not have materially misrepresented financial or other relevant information during the application and/or admission process or any other required disclosures. Further, You must provide adequate and timely information to Cumberland Crossings to justify consideration for Benevolent Care and must apply for and utilize all governmental resources, programs, etc., which may be available to assist You in meeting housing and other living expenses. Residents who are or who become beneficiaries of LSS East's Benevolent Care policy may be relocated to a smaller unit at Cumberland Crossings.

B. Right of Self-Organization. You and the other residents of Cumberland Crossings shall have the right of self-organization.

C. Tobacco-Free Policy. Cumberland Crossings Retirement Community is a tobacco-free community. Smoking and use of any other tobacco products are not permitted anywhere on Cumberland Crossings Retirement Community.

D. Weapons-Free Policy. It is the policy of LSS East to safeguard our staff, our residents, our clients and the general public against violence. It is, therefore, prohibited for staff, residents or visitors to bring or possess firearms (regardless of any authorized permit), weapons or dangerous instruments onto any of our premises.

E. Parking. Parking is available on the Cumberland Crossings campus. You shall not be permitted to park any truck (other than a pickup truck), trailer, RV, or mobile home at the Residence or in other parking areas of Cumberland Crossings. Limited RV parking may be available on the campus, as outlined in the Resident Handbook.

F. Service and Emotional Support Animals. Cumberland Crossings will accommodate Your Service or Emotional Support Animal in accordance with the guidelines of the Americans with Disabilities Act and the federal Fair Housing Act.

G. Religious Affiliation. Cumberland Crossings is affiliated with the Evangelical Lutheran Church in America ("ELCA") through LSS East. The ELCA and/or its synods are not
responsible for the financial or contractual obligations of Cumberland Crossings or LSS East under this Agreement.

H. Disclosure Statement. Cumberland Crossings shall make available to You its disclosure statement, required under Pennsylvania law to be filed with the Department of Insurance annually.

I. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, notwithstanding any conflict of laws provisions to the contrary.

J. Subordination. You agree that this Agreement is subject and subordinate at all times to any mortgage which now or in the future becomes a lien upon the property that includes the Residence.

K. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

L. Assignment. You may not assign this Agreement.

M. Waiver. The waiver by Cumberland Crossings of a breach of any provision of this Agreement by You shall not operate or be construed as a waiver of any subsequent breach by You.

N. Notices. Any notice required or permitted to be given under this Agreement shall be deemed properly given if in writing and if mailed by regular mail to Your Residence or to the principal office of Cumberland Crossings, in the case of notice to Cumberland Crossings. The effective date of any such notice shall be the date of mailing thereof or the date of personal delivery, whichever is applicable. The address to which notice shall be sent may be changed by a written notice given pursuant to this Paragraph.

O. Non-Discrimination. Cumberland Crossings shall not discriminate against You on the basis of Your race, color, religious creed, disability, marital status, ancestry, national origin, sexual orientation, sex, or any other class protected by law.

P. Code of Conduct. You agree to abide by the Code of Conduct for independent living resident which has been provided to You and as it may be updated from time to time.

Q. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the subject matter hereof. This Agreement supersedes and replaces in its entirety any existing agreement between You and Cumberland Crossings regarding Your right of occupancy of the Residence, and may not be waived, changed, modified, extended or discharged except in writing executed by Cumberland Crossings and by the party against whom enforcement of any such waiver, change, modification, extension or discharge is sought.

R. Change in Law. Notwithstanding Subparagraph M above, Cumberland Crossings reserves the right to amend this Agreement upon thirty (30) days' written notice to You if any change in federal, state and local laws, regulations, policies and/or interpretation of the same shall impair the continuing validity and/or effectiveness of any material provisions of this Agreement.

S. Acknowledgment of Receipt of Disclosure Statement, Resident Handbook and Notice of Privacy Practices. You acknowledge receipt of Cumberland Crossings' most recent annual disclosure statement. In addition, You acknowledge receipt of Cumberland Crossings' Resident Handbook and HIPAA Notice of Privacy Practices at the time of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CUMBERLAND CROSSINGS	RESIDENT
By:_____	By:_____
Name (printed)_____	Name (printed)_____
	RESIDENT:

By:_____

Name (printed)_____

RESIDENCE AND SERVICES AGREEMENT

SCHEDULE A

Resident Name(s)_____ Date: _____

Type of Residence_____

Residence Number_____

Date of Right of Occupancy_____

ENTRANCE FEE

Entrance Fee Plan Chose (circle): Classic Classic Plus Estate Preservation	
Single Person Entrance Fee OR	$_____
Double Person Entrance Fee	$_____
Cost of Custom Improvements	$_____
Total Fee	$_____
Less Ten Percent Installment due upon signing Agreement	$_____(_____)
Balance of Total Fee (due on or before the Date of Right of Occupancy	$_____

MONTHLY FEE

Monthly Fee:

Single Person OR $_____

Double Person $_____

CUMBERLAND CROSSINGS RESIDENT

By:_____ _____

_____

SCHEDULE B - Items and Services Included in the Monthly Fee

The following items and services are included in Your Monthly Fee:

1. The provision of Your Residence with a refrigerator, range, microwave, dishwasher, garbage disposal, central air conditioning, vinyl or tile floor in kitchen and bath(s), wall-to-wall carpeting, washer and dryer, and other features and fixtures as described in Cumberland Crossings' current literature;

2. Each resident of Your Residence receives a flexible, monthly meal credit equal to $10 per day. You will be billed for any charges that exceed the monthly meal credit. Cumberland Crossings will make available three (3) meals each day;

3. Bi-weekly housekeeping services for Your Residence, including vacuuming, dusting and cleaning of kitchen and bath(s);

4. Maintenance of exterior building and grounds (including lawn care, landscaping provided by Cumberland Crossings, and snow removal) and interior public areas and building costs and custodial services for common areas (not including the inside of Your Residence);

5. Maintenance of appliances provided by Cumberland Crossings and maintenance, repairs and replacements of Cumberland Crossings' property and equipment;

6. Television jacks provided in Your Residence;

7. Access to social, recreational and spiritual programs;

8. A 24-hour emergency call system;

9. Water, electricity, and sewerage;

10. Casualty and liability insurance for Cumberland Crossings' campus and the exterior of Your Residence;

11. Garbage and trash collection at a location near Your Residence;

12. Pest control on the grounds and in Your Residence;

13. Such other services and activities as may from time to time be provided by Cumberland Crossings.

The following items <u>are not included</u> in Your Monthly Fee:

1. You are responsible for arranging and paying for telephone service and/or the costs of any cable service.

2. The cost for repairs, maintenance and replacement of Your property and furnishings shall be Your sole responsibility.

SCHEDULE C - NOTICE OF RIGHT TO RESCIND

_____
(Date rescission period begins)

You may rescind and terminate your Residence and Services Agreement, without penalty or forfeiture, within seven (7) days of the above date. You are not required to move into Cumberland Crossings before the expiration of this 7-day period. No other agreement or statement you sign shall constitute a waiver of your right to rescind your Residence and Services Agreement within the seven (7) day period.

To rescind your Residence and Services Agreement, mail or deliver a signed and dated copy of this notice, or any other written notice, letter or telegram, stating your desire to rescind to: Executive Director, Cumberland Crossings Retirement Community, 1 Longsdorf Way, Carlisle, PA 17015, not later than midnight of _____
(last date of rescission period)

Pursuant to this notice, I hereby cancel my Residence and Services Agreement.

_____
DATE

_____
PROSPECTIVE RESIDENT'S SIGNATURE

_____
PROSPECTIVE RESIDENT'S SIGNATURE

SCHEDULE D – CUSTOM IMPROVEMENTS

You have chosen to add the following custom improvements, at additional cost, to Your Residence. The cost of any Custom Improvements which increase the amount of conditional living space of Your Residence ("Refund Eligible Custom Improvements") shall be included in the amount subject to a refund under the terms of this Agreement.

Option	Cost

CUMBERLAND CROSSINGS

By:_____

Name (printed)_____

RESIDENT

By:_____

Name (printed)_____

RESIDENT:

By:_____

Name (printed)

Type C Contract

THE LUTHERAN HOME AT TOPTON

RESIDENCE AND SERVICES AGREEMENT



TABLE OF CONTENTS

T. RESIDENCE, COMMON AREAS, AMENITIES, PROGRAMS AND SERVICES.....1
U. Your Residence.....1
V. Furnishings in Your Residence.....1
W. Structural Changes and Redecoration.....1
X. Common Areas, Amenities, Programs and Services.....2
Y. Nursing Care, Personal Care, Medical Director and Other Physician Services.....2
Z. Change in Scope of Services.....3
AA. ENTRANCE FEE, MONTHLY FEE, REFUND PLAN.....3
BB. Payment of Processing Fee.....3
CC. Payment of Entrance Fee.....3
DD. Payment for Custom Improvements.....3
EE. Payment Terms.....3
FF. Choice of Entrance Fee Plan.....3
GG. Failure to Pay the Remainder of the Total Fee on or before the Date of Right of Occupancy.....4
HH. Monthly Fee.....4
II. Adjustments to the Monthly Fee.....4
JJ. Monthly Statements.....4
KK. Co-Resident's Fee Responsibility.....4
LL. Late Payments.....4
MM. Transfers of Assets.....4
NN. Personal Living Expenses.....4
OO. Charges for Other Levels of Care.....5
PP. DATE OF RIGHT OF OCCUPANCY.....5
QQ. Date of Right of Occupancy.....5
RR. ADMISSION REQUIREMENTS AND PROCEDURES.....5
SS. Age.....5
TT. Application Forms.....5
UU. Health Status; Medical Examination.....5
VV. Confidential Financial Statement.....5
WW. Power of Attorney; Advance Directives.....5
XX. Medical Insurance.....6

YY. Other Insurance....6
ZZ. Reliance Upon Submitted Information: Requests for Updated Information....6
AAA. Dependent Adults as Occupants....6
BBB. TERMS OF RESIDENCY....6
CCC. Use of Residence....6
DDD. Covenants of Residents....6
EEE. Pets....7
FFF. Guests....7
GGG. Marriage and/or Additional Occupants....7
HHH. Request by You for Change in Residence....8
III. Inspection of Residence....8
JJJ. Housekeeping/Housecleaning Responsibilities....8
KKK. Responsibility for Property Damage to Topton....8
LLL. Damage to Residence....8
- Responsibility for Loss or Damage of Personal Property....8
- Release Regarding Conduct of Other Residents....9
- Governmental Power of Eminent Domain....9
- Change in Residence at Option of Topton....9
- TERMINATION AND REFUND PROVISIONS....9
- Termination By You....9
- Termination by Topton for Cause....10
- Termination Upon Death....10
- Termination Upon Failure to Meet Residency Requirements....10
- Effect of Termination; Refunds....11
- General Payment....11
- No Further Obligation....12

VIII. MISCELLANEOUS....12
A. Benevolent Care....12
B. Right of Self-Organization....13
C. Tobacco-Free Policy....13
D. Weapons-Free Policy....13
E. Parking....13
F. Service and Emotional Support Animals....13

G. Religious Affiliation 13
H. Disclosure Statement 13
I. Governing Law 13
J. Subordination 13
K. Severability 13
L. Assignment 13
M. Waiver 14
N. Notices 14
O. Non-Discrimination 14
P. Code of Conduct 14
Q. Entire Agreement 14
R. Change in Law 14
S. Acknowledgment of Receipt of Disclosure Statement, Resident Handbook and Notice of Privacy Practices 14

RESIDENCE AND SERVICES AGREEMENT

THIS RESIDENCE AND SERVICES AGREEMENT ("Agreement") is made this ____ day of _____, 20___by and between EverTrue Lutheran Home at Topton ("Topton"), Topton, Pennsylvania, a nonprofit continuing care retirement community of LSS East, d/b/a EverTrue, and _____ _____(hereinafter referred to as "You").

Topton consists of independent living residences, a personal care facility, licensed nursing care beds, and many common areas. Residency is available to individuals age 55 or older.

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement, You and Topton agree as follows:

VIII. RESIDENCE, COMMON AREAS, AMENITIES, PROGRAMS AND SERVICES

A. Your Residence. You shall have the exclusive right to occupy, use and enjoy the residence described in Schedule A, attached ("Residence").

B. Furnishings in Your Residence. Topton shall provide each Residence with floor coverings, appliances and other permanent fixtures as described on Schedule B, attached. You may furnish Your Residence with such household items and furnishings as desired by You. All such household items and furnishings shall remain Your property. Topton shall not be responsible for loss of or damage to Your personal property.

C. Structural Changes and Redecoration. Any structural or physical change of any kind within the Residence or on the Residence's balcony or patio shall require the prior written approval of Topton. The cost of any structural or physical change requested by You shall be paid for by You, unless otherwise agreed in writing by Topton. In addition, approval of such structural or physical change may be conditioned upon Your payment to Topton of a sum sufficient to later restore the Residence to its original condition. You shall receive no refund related to the structural changes or additions.

1. Structural Changes Which Increase Conditioned Living Space. The cost of any post occupancy structural changes or additions paid by You which increase the square footage of conditioned living space in the Residence shall be amortized over the remaining amortization term of this Agreement, if any term remains. If no amortization term remains, the cost of such post-occupancy structural changes or additions shall be amortized immediately and earned in full by Topton. Upon termination of this Agreement, any refund or such cost shall be governed by the Entrance Fee plan chosen on Schedule A. attached.

2. Other Structural or Physical Changes. If the structured changes or additions do not increase the square footage of conditional living space, You shall receive no refund related to the structural changes or additions.

D. Common Areas, Amenities, Programs and Services.

1. Common Areas and Facilities. You shall have the right to use common areas of Topton described in Topton's current literature.

2. Social Activities, Wellness Programs and Other Services. As a resident of Topton, You shall be entitled to attend and participate in planned activities, such as trips and social events, and wellness programs offered by Topton. In addition, pastoral services and worship opportunities are available on the campus. Some activities may require an additional fee.

3. Transportation. Your Monthly Fee includes regular, scheduled, group transportation as described in Topton's current literature. Transportation for personal or special group trips may be available for an extra fee.

4. Other Services included in the Monthly Fee. See Schedule B, attached.

5. Other Services Available for Additional Charge. For an additional charge, Topton may offer other services, such as beauty and barber services or catering services, beyond the normal scope of services offered by Topton. The availability and charges for such services are itemized in Topton's current literature.

E. Nursing Care, Personal Care, Medical Director and Other Physician Services. Topton operates a nursing care center and a personal care facility, both licensed by the Commonwealth of Pennsylvania. Should you desire admission to the nursing care center or personal care facility, You will be entitled to priority in admission, provided that You apply for admission and meet applicable admission requirements. In the event of admission, You shall execute a separate admission agreement and shall be responsible for all nursing care or personal care charges.

1. Nursing Care Services. Nursing care services include three (3) meals per day, housekeeping, assistance with activities of daily living and nursing services as ordered by Your physician. Accommodations shall be in semi-private rooms. Private rooms may be available for an additional fee according to Topton's current literature.

2. Personal Care Services. Personal care services include three (3) meals per day, housekeeping, assistance with activities of daily living, such as bathing, dressing, and administration of medication. Accommodations may be in semi-private or private rooms.

3. Medical Director. Topton shall provide a licensed and credentialed physician to coordinate and supervise nursing care and personal care services.

4. Physician Services. You are responsible for the cost of all physician services and may choose a personal physician. Physicians treating residents in the nursing care center or personal care facility must be credentialed by Topton.

F. Change in Scope of Services. Except for changes required by law where such notice is not possible, Topton will notify You of any proposed change in the scope of services provided in this Agreement at least thirty (30) days before such change is effective.

IX. ENTRANCE FEE, MONTHLY FEE, REFUND PLAN

A. Payment of Processing Fee. You have paid a Processing Fee for each person executing this Agreement. The Processing Fee is not refundable for any reason.

B. Payment of Entrance Fee. You agree to pay an Entrance Fee for the use of the Residence and common amenities of Topton and for the services and programs offered by Topton, as set forth in Schedule A, attached.

C. Payment for Custom Improvements. You agree to pay for any Custom Improvements to the Residence chosen by You on Schedule D, attached. The cost of any Custom Improvements which increase the amount of conditioned living space of Your Residence ("Refund Eligible Custom Improvements") shall be included in the amount subject to a refund under the Terms of this Agreement.

D. Payment Terms. The Entrance Fee and cost of Custom Improvements (the "Total Fee") shall be payable by You to Topton in two (2) installments as follows:

1. ten percent (10%) of the Total Fee shall be payable upon the signing of this Agreement; and

2. the remaining ninety percent (90%) of the Total Fee shall be payable on or before the Date of Right of Occupancy as defined in Paragraph III.A of this Agreement.

E. Choice of Entrance Fee Plan. You may choose one of three available Entrance Fee Plans: Classic, Classic Plus, or Estate Preservation. Such choice shall be made at the time You sign this Agreement and pay ten percent (10%) of the Total Fee. Your choice of Entrance Fee Plan is indicated on Schedule A, attached.

1. Classic Plan: A resident choosing this plan will be entitled to a refund of the Entrance Fee and the cost of Refund Eligible Custom Improvements paid less 4% after Month One and less an additional 2% per month in each month of occupancy from Month Two to Month Forty-Nine. After forty-nine (49) months, You will be entitled to no refund.

2. Classic Plus Plan: A resident choosing this plan is guaranteed no less than a 50% refund of the Entrance Fee and the cost of Refund Eligible Custom Improvements paid. You will be entitled to a refund of the Entrance Fee paid less 5% after Month One and less an additional 1% per month in each month of occupancy from Month Two to Month Forty-Six. After forty-six (46) months, You will be entitled to a refund of 50% subject to Paragraph VI.F.3.

3. Estate Preservation Plan: A resident choosing this plan is guaranteed no less than a seventy percent (70%) refund of the Entrance Fee and the cost of Refund-Eligible Custom Improvements paid. You will be entitled to a refund of the Entrance Fee and the cost of

Refund-Eligible Custom Improvements paid less 2% in each month of occupancy from Month One to Month Fifteen. After fifteen (15) months, You will be entitled to a refund of 70% subject to Paragraph VI.F.3.

F. Failure to Pay the Remainder of the Total Fee on or before the Date of Right of Occupancy. Subject to Paragraph VI.A.2 of this Agreement, Your failure to pay the remaining ninety percent (90%) of the Total Fee on or before the Date of Right of Occupancy pursuant to Paragraph II.D.2 above shall result in the relinquishment of Your right to occupy the Residence. Upon Your failure to pay the remainder of the Total Fee on or before the Date of Right of Occupancy, Topton shall have the right to resell Your right of occupancy in the Residence to another purchaser, and Topton shall retain and You shall forfeit Your first installment payment of ten percent (10%) of the Total Fee.

G. Monthly Fee. In addition to the payment of the Total Fee, You shall also be responsible to pay a basic Monthly Fee to Topton in the amount set forth on Schedule A, attached. You shall begin paying Monthly Fees on the Date of Right of Occupancy, regardless of whether You have begun physically occupying the Residence. In the event the Date of Right of Occupancy is a day other than the first day of the month, Monthly Fees for the first month of occupancy shall be prorated. Thereafter, Monthly Fees shall be due on or before the fifth (5th) day of each month.

H. Adjustments to the Monthly Fee. The amount of the Monthly Fee ("Monthly Fee") is subject to change upon thirty (30) days' written notice to You.

I. Monthly Statements. Topton shall furnish You with a monthly statement showing the Monthly Fee payable for the month and any additional charges from the previous month.

J. Co-Resident's Fee Responsibility. In the event that You occupy a double occupancy Residence, each co-resident shall be jointly and severally liable for all payments due under this Agreement. If one co-resident dies or vacates the Residence, the remaining co-resident shall be responsible for payment of the Monthly Fees and any other charges incurred up to and including the date of death, permanent transfer or move out. The remaining co-resident shall then be responsible for Monthly Fees for single occupancy of the Residence. Notwithstanding the foregoing, if the remaining co-resident is under the age of 55 or is a dependent adult, this Agreement may be terminated in accordance with Paragraph VI.D.

K. Late Payments. You shall pay all Monthly Fees or other incurred fees when due. You shall be responsible to pay all actual attorney's fees and costs incurred by Topton relative to the collection of any amounts ninety (90) days past due.

L. Transfers of Assets. You represent that You have not transferred, and shall not transfer after the execution of this Agreement, any of Your assets such that Your ability to meet Your financial obligations under this Agreement is impaired.

M. Personal Living Expenses. Your personal living expenses shall be Your sole responsibility.

N. Charges for Other Levels of Care.

1. Temporary Occupancy of the Nursing Care Center or Personal Care Facility. Upon temporarily occupying the nursing care center or personal care facility, You shall continue to pay the Monthly Fee for Your Residence and You shall pay the published current per diem fee for the nursing care center or personal care facility, plus the cost of any ancillary services.

2. Permanent Occupancy of the Nursing Care Center or Personal Care Facility. Should You permanently transfer to the nursing care center or personal care facility, this Agreement will terminate and You shall pay the published current per diem fee for the nursing care center or personal care facility, plus the cost of any ancillary services.

X. DATE OF RIGHT OF OCCUPANCY

A. Date of Right of Occupancy. You and Topton agree that You shall have right of occupancy on the date indicated on Schedule A, attached ("Date of Right of Occupancy"), such date not to exceed ninety (90) days from the date of execution of this Agreement. Your full Entrance Fee must be paid on or before the Date of Right of Occupancy. You will be billed for Your first month's Monthly Fee on a pro-rated basis.

XI. ADMISSION REQUIREMENTS AND PROCEDURES

A. Age. Residents shall be fifty-five (55) years of age or older, unless an exception is granted by Topton, in its sole discretion.

B. Application Forms. As part of the admission process, You have submitted an Application for Admission and a Confidential Financial Statement.

C. Health Status; Medical Examination. As part of the admission process, You have been examined by a qualified physician of Your own choosing who has completed a Health History and Information form, which has been submitted to Topton by You. You represent that You are capable of living safely without the assistance of another person in a Residence or with such assistance as you are responsible to provide.

D. Confidential Financial Statement. You represent that You have sufficient assets and income to qualify for admission to independent living in the Residence. If a review of your Confidential Financial Statement and supporting documentation reveals that Your assets and income are not sufficient to for occupancy in the Residence in accordance with the policy of Diakon Lutheran Social Ministries, Topton may terminate this Agreement prior to Your occupancy.

E. Power of Attorney; Advance Directives. Prior to the Date of Right of Occupancy, You shall execute a durable power of attorney and shall provide a copy to Topton. If You have executed, or in the future execute, an advance directive, You shall provide a copy to Topton.

F. Medical Insurance. You shall maintain Medicare Part A and Part B coverage and one supplemental health insurance policy or equivalent insurance coverage acceptable to Topton and shall furnish Topton with evidence of such coverage.

G. Other Insurance. In order to ensure protection for You and Topton, You shall maintain the following types of insurance coverage:

1. personal property insurance for the Residence insuring Your personal property in or about the Residence;

2. liability insurance coverage; and

3. auto insurance coverage in an amount or amounts not less than as required by Pennsylvania law (if applicable).

H. Reliance Upon Submitted Information: Requests for Updated Information. Topton has relied on the information submitted by You during the admission process in making its admission decision. Topton reserves the right both prior to and during Your occupancy of the Resident to require You, upon request by Topton, to submit periodic updates of medical, financial, insurance or other information. The cost to obtain updated information, including medical examinations, shall be Your sole responsibility.

I. Dependent Adults as Occupants. If You, as either a parent or guardian, intend to have a dependent adult (either under or over the age of 55) reside with You as a co-resident, You shall demonstrate to the satisfaction of Topton, prior to the Date of Right of Occupancy, that alternative arrangements have been made for the care of such dependent adult in the event that You are no longer able to occupy the Residence and/or care for the dependent adult for any reason. Generally, Topton will require You to demonstrate that a court of competent jurisdiction has adjudicated such dependent adult to be an incapacitated person and has appointed an agency or other individual or entity acceptable to Topton as guardian of the dependent adult's person and estate.

XII. TERMS OF RESIDENCY

A. Use of Residence. You shall occupy and use the Residence only as a residence.

B. Covenants of Residents. You shall:

1. comply with all rules, regulations, policies and procedures set forth in the Resident Handbook, which are subject to change from time to time in the sole discretion of Topton;

2. obey all applicable federal, state and local laws and regulations when using the Residence;

3. not perform any activities in or around the Residence which could harm any other person or cause damage to the Residence or other Topton property;

4. notify Topton promptly if there is any condition in or about the Residence that could harm residents or others or damage the Residence;

5. notify Topton of any accident, fire or damage occurring in, about or around the Residence within twenty-four (24) hours of its occurrence; and

6. give prompt written notice to Topton of any repairs needed to the Residence.

C. Pets. The ownership of pets is governed by Topton's pet guidelines contained in the Resident Handbook.

D. Guests. The Residence shall only be occupied by You. You shall be permitted to have guests stay at the Residence in accordance with Topton's Guest Policy as reflected in the Resident Handbook. The Guest Policy of Topton is subject to change from time to time in the sole discretion of Topton.

E. Marriage and/or Additional Occupants.

1. Non-resident. In the event that, after the Date of Right of Occupancy, You desire to marry or have a non-resident of Topton share Your Residence as a co-resident, the proposed additional occupant shall be required to file an application for admission and meet all age, medical and financial requirements for admission applicable to residents of Topton. If the proposed additional occupant is approved for admission, on or before the date he or she begins occupying the Residence, he or she shall pay an additional occupancy fee equal to the then-current published second person fee ("Second Person Entrance Fee"). The Second Person Entrance Fee shall be amortized immediately and earned in full by Topton, and no refund of the Second Person Entrance Fee shall be made. Upon admission of a co-resident to the Residence, You will pay Monthly Fees for double occupancy. Admittance of an additional occupant shall be at the sole discretion of Topton.

2. Resident. In the event that You desire to marry another resident or have another resident ("Other Resident") reside in the Residence, You shall select and designate in writing, at least sixty (60) days in advance of the proposed move, which one of the two Residences You and Other Resident wish to occupy. The Residence that will be vacated must be surrendered to Topton on or before the date of the proposed move to the designated Residence.

a. Termination of Occupancy of Residence. In the event that You desire to occupy the Residence of Other Resident, this Agreement shall be terminated and You shall be required to execute an amendment to Other Resident's Residence and Services Agreement to bind You to the terms and conditions of the Residence and Services Agreement of Other Resident. Your refund under Section VI shall be payable to You within thirty (30) days of Topton's receipt of a replacement entrance fee for the Residence.

b. Addition of Other Resident to Residence. In the event that Other Resident terminates his or her Residence and Services Agreement with Topton and moves into Residence, this Agreement shall be amended and executed by Other Resident to bind Other Resident to the terms and conditions of this Agreement.

F. Request by You for Change in Residence. You may request a change in residence at any time. Topton will carefully consider factors such as Your health, finances, availability of requested residence, waiting lists, etc. Lateral moves are not allowed.

1. Move to a Smaller Residence. Should You be approved to move to a smaller residence, You shall pay the Monthly Fee associated with the smaller residence. No refunds will be made at the time of Your move for any difference between the Entrance Fee for Your original Residence and the current entrance fee for the smaller residence.

2. Move to a Larger Residence. Should You be approved to move to a larger residence, You shall pay the Monthly Fee associated with the larger residence and shall pay the difference between the Entrance Fee You paid for Your original Residence and the current entrance fee for the larger residence. The additional payment shall be amortized over the remaining amortization term of this Agreement, if any term remains. If no term remains, the additional payment shall be amortized immediately and earned in full by Topton. Upon termination of this Agreement, the refund of the additional payment shall be governed by the Entrance Fee Plan chosen in Schedule A.

G. Inspection of Residence. Topton shall have the right to periodically inspect Your Residence upon one (1) day's notice to You for health and safety hazards, adequate cleanliness and to determine repair and/or replacement needs. Notwithstanding the foregoing, no notice shall be required in emergency situations.

H. Housekeeping/Housecleaning Responsibilities. You shall maintain the Residence in a clean, sanitary and orderly condition. If You do not maintain the Residence in a reasonable manner, Topton, after notice to You, shall have the right to maintain the Residence for a fee at Your sole expense.

I. Responsibility for Property Damage to Topton.

1. Condition of Residence Upon Termination. Upon termination of this Agreement, You shall leave the Residence in as good condition as on the Date of Right of Occupancy, reasonable wear and tear excepted. The cost of any repairs due to any damages to the Residence shall be Your sole responsibility.

2. Property Damage Caused by You. Any loss or damage to real or personal property of Topton You cause shall be paid for by You. In the event of Your death, Your estate shall be liable for any loss or damage to Topton's property You cause.

J. Damage to Residence. If the Residence is damaged by fire or other casualty covered by Topton's insurance, to the extent that the Residence can be restored to its prior condition within ninety (90) days, Topton shall repair the damage and restore the Residence to its prior condition at the sole cost and expense of Topton. If You do not remain in possession of the Residence while Topton makes repairs, You will not be required to pay any Monthly Fees.

K. Responsibility for Loss or Damage of Personal Property. Topton shall not be responsible for the loss or damage due to fire, theft, or other causes of any property belonging to

You or Your estate or Your guests, including, but not limited to motor vehicles, unless care and control of such personal property is specifically accepted in writing by Topton, and then only for willful or gross negligence in failing to safeguard and account for it. You shall have the sole responsibility to provide such insurance as You deem necessary to protect against any such losses. No personal property insurance shall be provided to You by Topton and You shall bear the risk of any damage or loss of personal property held in storage by Topton.

L. Release Regarding Conduct of Other Residents. Topton assumes no liability for Your conduct or the conduct of other residents or guests of Topton, and You hereby release and discharge Topton from any claims for personal injury to You or damages to Your personal property caused by the conduct of other residents or guests.

M. Governmental Power of Eminent Domain. "Eminent domain" is the legal name for the right of a government such as the state or county or city to take private property for public use. The government must pay fair compensation to anyone who has any right in the property that is taken by the government. If all or any part of the Residence is taken by eminent domain, this Agreement and Your right of occupancy shall automatically terminate and You shall be entitled to a refund under the terms of Section VI.

N. Change in Residence at Option of Topton. If Topton reasonably determines that Your Residence needs to be vacated to permit repairs or renovation thereto, or that the permanent transfer of such space to either a different use or a different configuration is necessary, or any other circumstance reasonably determined by Topton justifies such transfer, Topton may move You to a new residence of a similar size provided that Topton (i) advises You prior to undertaking any such move, (ii) gives You reasonable notice of and time to prepare for such move, (iii) incurs all costs of such move, (iv) arranges for the prompt and convenient move of Your personal furnishings, and (v) either provides in such new residence optional custom improvements comparable to those provided in Your original Residence or, at Your option, reimburses You for the value of such improvements.

XIII. TERMINATION AND REFUND PROVISIONS

A. Termination By You.

1. Rescission Period. You may terminate this Agreement within seven (7) days of its execution by delivering written notice of termination to Topton. Upon such rescission, all monies paid by You to Topton, except for the Processing Fee(s), shall be refunded in full. (See Schedule C for "Notice of Right to Rescind" form).

2. Prior to Occupancy. You may terminate this Agreement after the lapse of the seven (7) day rescission period but prior to Your occupancy of the Residence by delivering written notice of termination to Topton. Upon such termination, Topton shall have the right to resell Your right of occupancy to the Residence to another purchaser, and Topton shall retain and You shall forfeit Your first installment payment of ten percent (10%) of the Entrance Fee. Notwithstanding the foregoing, if such termination is due to Your death or the death of Your spouse, or because a change in Your physical or mental condition makes You ineligible for admission to Topton, Topton shall fully refund all monies paid by You,

except for any Processing Fee(s) and the costs incurred by Topton for any Custom Improvements chosen by You on Schedule D, attached.

3. After Occupancy. You may terminate this Agreement at any time after occupancy upon thirty (30) days' written notice to Topton. Refunds shall be governed by Section VI of this Agreement.

B. Termination by Topton for Cause. Topton shall have the right to terminate this Agreement for cause upon the occurrence of any of the following events upon thirty (30) days' written notice to You:

1. Your failure to comply with all rules, regulations, policies and procedures set forth in the Resident Handbook, a copy of which has been provided to You contemporaneously with the signing of this Agreement;

2. Your failure to pay the Entrance Fee and cost of Custom Improvements, if any, in accordance with Paragraph II.D of this Agreement;

3. Your failure to pay the Monthly Fee, upon thirty (30) days' notice by Luther Crest;

4. Your failure to comply with any material provisions of this Agreement;

5. Your continued presence in the Residence is deemed detrimental to the health and safety of You or other residents of Topton. This decision shall be determined by the Topton Appropriateness of Care Committee, in consultation with You, Your physician, Your legal representative(s) and any other person designated by You;

6. You become incapacitated, either physically or mentally, and it is determined that a permanent transfer to another level of care, or another facility if Topton is unable to accommodate Your needs, is in Your best interests. This decision shall be determined by the Topton Appropriateness of Care Committee, in consultation with You, Your physician, Your legal representative(s) and any other person designated by You;

7. If either prior to or during Your occupancy of the Residence, the results of an updated medical examination required pursuant to Paragraph IV.C of this Agreement indicate that You are unable to meet the conditions for occupancy of Your Residence. This decision shall be determined by the Topton Appropriateness of Care Committee, in consultation with You, Your physician, Your legal representative(s) and any other person designated by You; or

8. Topton ceases to offer independent living.

C. Termination Upon Death. In the event of Your death during Your occupancy of the Residence, this Agreement shall terminate subject to Paragraph VI.E.3.

D. Termination Upon Failure to Meet Residency Requirements. In the event that two (2) residents occupy Your Residence and one of such residents is under the age of 55 or is a

dependent adult, the termination of this Agreement by the resident who is over the age of 55 or who is the non-dependent adult shall operate as an automatic termination of the other resident's right to occupy the Residence, unless an exception is granted by Topton, in its sole discretion.

E. Effect of Termination; Refunds.

1. Relinquishment of Occupancy; Surrender of Residence. In the event of a termination of this Agreement due to Your death, Your personal representative shall be responsible to remove all of Your personal property from the Residence within thirty (30) days of Your death and return the keys to the Residence to Topton. If this Agreement is terminated for any other reason other than Your death, You shall be responsible to remove Your personal property from the Residence on or before the date by which You are required to vacate the Residence. You shall be responsible for the Monthly Fee until all possessions have been removed from the Residence, the Residence has been surrendered and keys to the Residence have been returned to Topton.

2. If You or Your representative are unable to remove Your personal possessions from the Residence, Topton shall have the right to remove and store such items at the sole expense of You or Your estate. Topton shall not be responsible for Your personal possessions left in storage after sixty (60) days.

3. The termination of a right of occupancy of one person in a double occupancy unit for any reason shall not operate as a termination of the right of occupancy of the other resident of the unit, unless the other resident is under the age of 55 or is a dependent adult.

4. Your obligation to pay the Monthly Fee shall continue until Your Residence has been surrendered by You or, in the case of death, by Your estate or family.

F. General Payment.

1. Your applicable refund shall be payable to You within thirty (30) days after You no longer reside at Topton and Topton receives a replacement entrance fee for the Residence. Every effort will be made by Topton to resell the Residence as soon as possible after termination but all marketing, sales, and admission decisions regarding such resale shall be within the discretion of Topton. If You have permanently moved to the Nursing Care Center or Personal care Facility, Topton will hold Your refund from independent living and apply it on a monthly basis to Your charges for the higher level of care.

2. Death of You or Your Spouse within ninety days of Occupancy. In the event You or Your spouse die within ninety (90) days of the Date of Occupancy, and this Agreement is terminated, Your applicable refund shall be payable to You within thirty (30) days of the surrender of the Residence to Topton, rather than upon Topton's receipt of a replacement entrance fee for the Residence. The Entrance Fee and the cost of Refund Eligible Custom Improvements will be amortized monthly according to the Entrance Fee Plan You have chosen until the Residence has been surrendered to Topton.

3. Any amounts for necessary repairs, maintenance, waiver of any Monthly Fees or any other Benevolent Care provided to You during Your occupancy of the Residence shall be subtracted from the refund due to You under this Agreement.

4. In the event that You occupy a double occupancy unit with another resident and You vacate the Residence for any reason, You shall not be entitled to any refund amount until (i) the Agreement is terminated by the remaining resident for any reason and (ii) Topton receives a replacement entrance fee for the Residence. When two residents are jointly occupying a double occupancy Residence, the disposition of any refund due upon termination shall be made as follows:

a. To the Trustee of the joint trust under a trust agreement dated _____, executed by both residents as settlors, and _____, as trustee, a copy of which trust agreement is on file with Topton. This option shall be valid only if the trust agreement described in the preceding sentence designates at least two (2) primary or alternate trustees other than the settlors.

b. In the absence of a joint trust agreement as described above:

i. if both residents are living at the time of termination, one-half (50%) of the refund shall be paid to each resident; or

ii. if one resident is deceased, all (100%) of the refund shall be paid to the surviving resident; or

iii. if both residents are deceased, all (100%) of the refund shall be paid to the estate of the last resident to die.

G. No Further Obligation. After termination of this Agreement and surrender of Residence by You, all obligations of Topton and You under this Agreement, other than obligations relating to the removal of personal property, financial assistance and refunds, shall cease.

XIV. MISCELLANEOUS.

A. Benevolent Care. Topton, through its parent corporation, LSS East, maintains a Benevolent Care Policy ("Benevolent Care") for residents who, through no fault of their own, become unable to pay the Monthly Fee due under this Agreement. In order to be considered for Benevolent Care, Your ability to meet financial obligations by transferring or depleting assets, other than in good faith and for value to meet ordinary and customary living expenses must not have been impaired, and You must not have materially misrepresented financial or other relevant information during the application and/or admission process or any other required disclosures. Further, You must provide adequate and timely information to Topton to justify consideration for Benevolent Care and must apply for and utilize all governmental resources, programs, etc., which may be available to assist You in meeting housing and other living expenses. Residents who are or who become beneficiaries of LSS East's Benevolent Care policy may be relocated to a smaller unit at Topton.

B. Right of Self-Organization. You and the other residents of Topton shall have the right of self-organization.

C. Tobacco-Free Policy. Topton Retirement Community is a tobacco-free community. Smoking and use of any other tobacco products are not permitted anywhere on Topton Retirement Community.

D. Weapons-Free Policy. It is the policy of LSS East to safeguard our staff, our residents, our clients and the general public against violence. It is, therefore, prohibited for staff, residents or visitors to bring or possess firearms (regardless of any authorized permit), weapons or dangerous instruments onto any of our premises.

E. Parking. Parking is available on the Topton campus. You shall not be permitted to park any truck (other than a pickup truck), trailer, RV, or mobile home at the Residence or in other parking areas of Topton. Limited RV parking may be available on the campus, as outlined in the Resident Handbook.

F. Service and Emotional Support Animals. Topton will accommodate Your Service or Emotional Support Animal in accordance with the guidelines of the Americans with Disabilities Act and the federal Fair Housing Act.

G. Religious Affiliation. Topton is affiliated with the Evangelical Lutheran Church in America ("ELCA") through LSS East. The ELCA and/or its synods are not responsible for the financial or contractual obligations of Topton or LSS East under this Agreement.

H. Disclosure Statement. Topton shall make available to You its disclosure statement, required under Pennsylvania law to be filed with the Department of Insurance annually.

I. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, notwithstanding any conflict of laws provisions to the contrary.

J. Subordination. You agree that this Agreement is subject and subordinate at all times to any mortgage which now or in the future becomes a lien upon the property that includes the Residence.

K. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

L. Assignment. You may not assign this Agreement.

M. Waiver. The waiver by Topton of a breach of any provision of this Agreement by You shall not operate or be construed as a waiver of any subsequent breach by You.

N. Notices. Any notice required or permitted to be given under this Agreement shall be deemed properly given if in writing and if mailed by regular mail to Your Residence or to the principal office of Topton, in the case of notice to Topton. The effective date of any such notice shall be the date of mailing thereof or the date of personal delivery, whichever is applicable. The address to which notice shall be sent may be changed by a written notice given pursuant to this Paragraph.

O. Non-Discrimination. Topton shall not discriminate against You on the basis of Your race, color, religious creed, disability, marital status, ancestry, national origin, sexual orientation, sex, or any other class protected by law.

P. Code of Conduct. You agree to abide by the Code of Conduct for independent living resident which has been provided to You and as it may be updated from time to time.

Q. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the subject matter hereof. This Agreement supersedes and replaces in its entirety any existing agreement between You and Topton regarding Your right of occupancy of the Residence, and may not be waived, changed, modified, extended or discharged except in writing executed by Topton and by the party against whom enforcement of any such waiver, change, modification, extension or discharge is sought.

R. Change in Law. Notwithstanding Subparagraph M above, Topton reserves the right to amend this Agreement upon thirty (30) days' written notice to You if any change in federal, state and local laws, regulations, policies and/or interpretation of the same shall impair the continuing validity and/or effectiveness of any material provisions of this Agreement.

S. Acknowledgment of Receipt of Disclosure Statement, Resident Handbook and Notice of Privacy Practices. You acknowledge receipt of Topton's most recent annual disclosure statement. In addition, You acknowledge receipt of Topton's Resident Handbook and HIPAA Notice of Privacy Practices at the time of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

TOPTON

By:_____

Name (printed)_____

RESIDENT

By:_____

Name (printed)_____

RESIDENT:

By:_____

Name (printed)_____

RESIDENCE AND SERVICES AGREEMENT

SCHEDULE A

Resident Name(s)_____ Date: _____

Type of Residence_____

Residence Number_____

Date of Right of Occupancy_____

ENTRANCE FEE

Entrance Fee Plan Chose (circle): Classic Classic Plus Estate Preservation	
Single Person Entrance Fee OR	$_____
Double Person Entrance Fee	$_____
Cost of Custom Improvements	$_____
Total Fee	$_____
Less Ten Percent Installment due upon signing Agreement	$_____(_____)
Balance of Total Fee (due on or before the Date of Right of Occupancy	$_____

MONTHLY FEE

Monthly Fee:

Single Person OR $_____

Double Person $_____

TOPTON RESIDENT

By:_____ _____

_____

SCHEDULE B - Items and Services Included in the Monthly Fee

The following items and services are included in Your Monthly Fee:

14. The provision of Your Residence with a refrigerator, range, microwave, dishwasher, garbage disposal, central air conditioning, vinyl or tile floor in kitchen and bath(s), wall-to-wall carpeting, washer and dryer, and other features and fixtures as described in Topton's current literature;

15. Each resident of Your Residence receives a flexible, monthly meal credit equal to $10 per day. You will be billed for any charges that exceed the monthly meal credit. Topton will make available three (3) meals each day;

16. Bi-weekly housekeeping services for Your Residence, including vacuuming, dusting and cleaning of kitchen and bath(s);

17. Maintenance of exterior building and grounds (including lawn care, landscaping provided by Topton, and snow removal) and interior public areas and building costs and custodial services for common areas (not including the inside of Your Residence);

18. Maintenance of appliances provided by Topton and maintenance, repairs and replacements of Topton's property and equipment;

19. Television jacks provided in Your Residence;

20. Access to social, recreational and spiritual programs;

21. A 24-hour emergency call system;

22. Water, electricity, and sewerage;

23. Casualty and liability insurance for Topton's campus and the exterior of Your Residence;

24. Garbage and trash collection at a location near Your Residence;

25. Pest control on the grounds and in Your Residence;

26. Such other services and activities as may from time to time be provided by Topton.

The following items <u>are not included</u> in Your Monthly Fee:

3. You are responsible for arranging and paying for telephone service and/or the costs of any cable service.

4. The cost for repairs, maintenance and replacement of Your property and furnishings shall be Your sole responsibility.

SCHEDULE C - NOTICE OF RIGHT TO RESCIND

_____
(Date rescission period begins)

You may rescind and terminate your Residence and Services Agreement, without penalty or forfeiture, within seven (7) days of the above date. You are not required to move into Topton before the expiration of this 7-day period. No other agreement or statement you sign shall constitute a waiver of your right to rescind your Residence and Services Agreement within the seven (7) day period.

To rescind your Residence and Services Agreement, mail or deliver a signed and dated copy of this notice, or any other written notice, letter or telegram, stating your desire to rescind to: Executive Director, Lutheran Home at Topton Retirement Community, One South Home Avenue, Topton, PA 19562, not later than midnight of _____
(last date of rescission period)

Pursuant to this notice, I hereby cancel my Residence and Services Agreement.

_____
DATE

_____
PROSPECTIVE RESIDENT'S SIGNATURE

_____
PROSPECTIVE RESIDENT'S SIGNATURE

SCHEDULE D – CUSTOM IMPROVEMENTS

You have chosen to add the following custom improvements, at additional cost, to Your Residence. The cost of any Custom Improvements which increase the amount of conditional living space of Your Residence ("Refund Eligible Custom Improvements") shall be included in the amount subject to a refund under the terms of this Agreement.

Option	Cost

TOPTON

By:_____

Name (printed)_____

RESIDENT

By:_____

Name (printed)_____

RESIDENT:

By:_____

Name (printed)_____

Type C Contract

LUTHER CREST

RESIDENCE AND SERVICES AGREEMENT



TABLE OF CONTENTS

IX. RESIDENCE, COMMON AREAS, AMENITIES, PROGRAMS AND SERVICES 1

A. Your Residence 1

B. Furnishings in Your Residence 1

C. Structural Changes and Redecoration 1

D. Common Areas, Amenities, Programs and Services 2

E. Nursing Care, Personal Care, Medical Director and Other Physician Services 2

F. Change in Scope of Services 3

X. ENTRANCE FEE, MONTHLY FEE, REFUND PLAN 3

A. Payment of Processing Fee 3

B. Payment of Entrance Fee 3

C. Payment for Custom Improvements 3

D. Payment Terms 3

E. Choice of Entrance Fee Plan 3

F. Failure to Pay the Remainder of the Total Fee on or before the Date of Right of Occupancy 4

G. Monthly Fee 4

H. Adjustments to the Monthly Fee 4

I. Monthly Statements 4

J. Co-Resident's Fee Responsibility 4

K. Late Payments 4

L. Transfers of Assets 4

M. Personal Living Expenses 4

N. Charges for Other Levels of Care 5

XI. DATE OF RIGHT OF OCCUPANCY 5

A. Date of Right of Occupancy 5

XII. ADMISSION REQUIREMENTS AND PROCEDURES 5

A. Age 5

B. Application Forms 5

C. Health Status; Medical Examination 5

D. Confidential Financial Statement 5

E. Power of Attorney; Advance Directives 5

F. Medical Insurance....6
G. Other Insurance....6
H. Reliance Upon Submitted Information: Requests for Updated Information....6
I. Dependent Adults as Occupants....6
XIII. ....TE
RMS OF RESIDENCY....6
A. Use of Residence....6
B. Covenants of Residents....6
C. Pets....7
D. Guests....7
E. Marriage and/or Additional Occupants....7
F. Request by You for Change in Residence....8
G. Inspection of Residence....8
H. Housekeeping/Housecleaning Responsibilities....8
I. Responsibility for Property Damage to Luther Crest....8
J. Damage to Residence....8
K. Responsibility for Loss or Damage of Personal Property....8
L. Release Regarding Conduct of Other Residents....9
M. Governmental Power of Eminent Domain....9
N. Change in Residence at Option of Luther Crest....9
XIV. ....TE
RMINATION AND REFUND PROVISIONS....9
A. Termination By You....9
B. Termination by Luther Crest for Cause....10
C. Termination Upon Death....10
D. Termination Upon Failure to Meet Residency Requirements....10
E. Effect of Termination; Refunds....11
F. General Payment....11
G. No Further Obligation....12
XV. MISCELLANEOUS....12
A. Benevolent Care....12
B. Right of Self-Organization....13
C. Tobacco-Free Policy....13

D. Weapons-Free Policy 13
E. Parking 13
F. Service and Emotional Support Animals 13
G. Religious Affiliation 13
H. Disclosure Statement 13
I. Governing Law 13
J. Subordination 13
K. Severability 13
L. Assignment 13
M. Waiver 14
N. Notices 14
O. Non-Discrimination 14
P. Code of Conduct 14
Q. Entire Agreement 14
R. Change in Law 14
S. Acknowledgment of Receipt of Disclosure Statement, Resident Handbook and Notice of Privacy Practices 14

RESIDENCE AND SERVICES AGREEMENT

THIS RESIDENCE AND SERVICES AGREEMENT ("Agreement") is made this ____ day of _____, 20___by and between EverTrue Luther Crest ("Luther Crest"), Allentown, Pennsylvania, a nonprofit continuing care retirement community of LSS East, d/b/a EverTrue, and _____(hereinafter referred to as "You").

Luther Crest consists of independent living residences, a personal care facility, licensed nursing care beds, and many common areas. Residency is available to individuals age 55 or older.

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement, You and Luther Crest agree as follows:

XV. RESIDENCE, COMMON AREAS, AMENITIES, PROGRAMS AND SERVICES

A. Your Residence. You shall have the exclusive right to occupy, use and enjoy the residence described in Schedule A, attached ("Residence").

B. Furnishings in Your Residence. Luther Crest shall provide each Residence with floor coverings, appliances and other permanent fixtures as described on Schedule B, attached. You may furnish Your Residence with such household items and furnishings as desired by You. All such household items and furnishings shall remain Your property. Luther Crest shall not be responsible for loss of or damage to Your personal property.

C. Structural Changes and Redecoration. Any structural or physical change of any kind within the Residence or on the Residence's balcony or patio shall require the prior written approval of Luther Crest. The cost of any structural or physical change requested by You shall be paid for by You, unless otherwise agreed in writing by Luther Crest. In addition, approval of such structural or physical change may be conditioned upon Your payment to Luther Crest of a sum sufficient to later restore the Residence to its original condition. You shall receive no refund related to the structural changes or additions.

1. Structural Changes Which Increase Conditioned Living Space. The cost of any post occupancy structural changes or additions paid by You which increase the square footage of conditioned living space in the Residence shall be amortized over the remaining amortization term of this Agreement, if any term remains. If no amortization term remains, the cost of such post-occupancy structural changes or additions shall be amortized immediately and earned in full by Luther Crest. Upon termination of this Agreement, any refund or such cost shall be governed by the Entrance Fee plan chosen on Schedule A. attached.

2. Other Structural or Physical Changes. If the structured changes or additions do not increase the square footage of conditional living space, You shall receive no refund related to the structural changes or additions.

D. Common Areas, Amenities, Programs and Services.

1. Common Areas and Facilities. You shall have the right to use common areas of Luther Crest described in Luther Crest's current literature.

2. Social Activities, Wellness Programs and Other Services. As a resident of Luther Crest, You shall be entitled to attend and participate in planned activities, such as trips and social events, and wellness programs offered by Luther Crest. In addition, pastoral services and worship opportunities are available on the campus. Some activities may require an additional fee.

3. Transportation. Your Monthly Fee includes regular, scheduled, group transportation as described in Luther Crest's current literature. Transportation for personal or special group trips may be available for an extra fee.

4. Other Services included in the Monthly Fee. See Schedule B, attached.

5. Other Services Available for Additional Charge. For an additional charge, Luther Crest may offer other services, such as beauty and barber services or catering services, beyond the normal scope of services offered by Luther Crest. The availability and charges for such services are itemized in Luther Crest's current literature.

E. Nursing Care, Personal Care, Medical Director and Other Physician Services. Luther Crest operates a nursing care center and a personal care facility, both licensed by the Commonwealth of Pennsylvania. Should you desire admission to the nursing care center or personal care facility, You will be entitled to priority in admission, provided that You apply for admission and meet applicable admission requirements. In the event of admission, You shall execute a separate admission agreement and shall be responsible for all nursing care or personal care charges.

1. Nursing Care Services. Nursing care services include three (3) meals per day, housekeeping, assistance with activities of daily living and nursing services as ordered by Your physician. Accommodations shall be in semi-private rooms. Private rooms may be available for an additional fee according to Luther Crest's current literature.

2. Personal Care Services. Personal care services include three (3) meals per day, housekeeping, assistance with activities of daily living, such as bathing, dressing, and administration of medication. Accommodations may be in semi-private or private rooms.

3. Medical Director. Luther Crest shall provide a licensed and credentialed physician to coordinate and supervise nursing care and personal care services.

4. Physician Services. You are responsible for the cost of all physician services and may choose a personal physician. Physicians treating residents in the nursing care center or personal care facility must be credentialed by Luther Crest.

F. Change in Scope of Services. Except for changes required by law where such notice is not possible, Luther Crest will notify You of any proposed change in the scope of services provided in this Agreement at least thirty (30) days before such change is effective.

XVI. ENTRANCE FEE, MONTHLY FEE, REFUND PLAN

A. Payment of Processing Fee. You have paid a Processing Fee for each person executing this Agreement. The Processing Fee is not refundable for any reason.

B. Payment of Entrance Fee. You agree to pay an Entrance Fee for the use of the Residence and common amenities of Luther Crest and for the services and programs offered by Luther Crest, as set forth in Schedule A, attached.

C. Payment for Custom Improvements. You agree to pay for any Custom Improvements to the Residence chosen by You on Schedule D, attached. The cost of any Custom Improvements which increase the amount of conditioned living space of Your Residence ("Refund Eligible Custom Improvements") shall be included in the amount subject to a refund under the Terms of this Agreement.

D. Payment Terms. The Entrance Fee and cost of Custom Improvements (the "Total Fee") shall be payable by You to Luther Crest in two (2) installments as follows:

1. ten percent (10%) of the Total Fee shall be payable upon the signing of this Agreement; and

2. the remaining ninety percent (90%) of the Total Fee shall be payable on or before the Date of Right of Occupancy as defined in Paragraph III.A of this Agreement.

E. Choice of Entrance Fee Plan. You may choose one of three available Entrance Fee Plans: Classic, Classic Plus, or Estate Preservation. Such choice shall be made at the time You sign this Agreement and pay ten percent (10%) of the Total Fee. Your choice of Entrance Fee Plan is indicated on Schedule A, attached.

1. Classic Plan: A resident choosing this plan will be entitled to a refund of the Entrance Fee and the cost of Refund Eligible Custom Improvements paid less 4% after Month One and less an additional 2% per month in each month of occupancy from Month Two to Month Forty-Nine. After forty-nine (49) months, You will be entitled to no refund.

2. Classic Plus Plan: A resident choosing this plan is guaranteed no less than a 50% refund of the Entrance Fee and the cost of Refund Eligible Custom Improvements paid. You will be entitled to a refund of the Entrance Fee paid less 5% after Month One and less an additional 1% per month in each month of occupancy from Month Two to Month Forty-Six. After forty-six (46) months, You will be entitled to a refund of 50% subject to Paragraph VI.F.3.

3. Estate Preservation Plan: A resident choosing this plan is guaranteed no less than a seventy percent (70%) refund of the Entrance Fee and the cost of Refund-Eligible Custom Improvements paid. You will be entitled to a refund of the Entrance Fee and the cost of

Refund-Eligible Custom Improvements paid less 2% in each month of occupancy from Month One to Month Fifteen. After fifteen (15) months, You will be entitled to a refund of 70% subject to Paragraph VI.F.3.

F. Failure to Pay the Remainder of the Total Fee on or before the Date of Right of Occupancy. Subject to Paragraph VI.A.2 of this Agreement, Your failure to pay the remaining ninety percent (90%) of the Total Fee on or before the Date of Right of Occupancy pursuant to Paragraph II.D.2 above shall result in the relinquishment of Your right to occupy the Residence. Upon Your failure to pay the remainder of the Total Fee on or before the Date of Right of Occupancy, Luther Crest shall have the right to resell Your right of occupancy in the Residence to another purchaser, and Luther Crest shall retain and You shall forfeit Your first installment payment of ten percent (10%) of the Total Fee.

G. Monthly Fee. In addition to the payment of the Total Fee, You shall also be responsible to pay a basic Monthly Fee to Luther Crest in the amount set forth on Schedule A, attached. You shall begin paying Monthly Fees on the Date of Right of Occupancy, regardless of whether You have begun physically occupying the Residence. In the event the Date of Right of Occupancy is a day other than the first day of the month, Monthly Fees for the first month of occupancy shall be prorated. Thereafter, Monthly Fees shall be due on or before the fifth (5th) day of each month.

H. Adjustments to the Monthly Fee. The amount of the Monthly Fee ("Monthly Fee") is subject to change upon thirty (30) days' written notice to You.

I. Monthly Statements. Luther Crest shall furnish You with a monthly statement showing the Monthly Fee payable for the month and any additional charges from the previous month.

J. Co-Resident's Fee Responsibility. In the event that You occupy a double occupancy Residence, each co-resident shall be jointly and severally liable for all payments due under this Agreement. If one co-resident dies or vacates the Residence, the remaining co-resident shall be responsible for payment of the Monthly Fees and any other charges incurred up to and including the date of death, permanent transfer or move out. The remaining co-resident shall then be responsible for Monthly Fees for single occupancy of the Residence. Notwithstanding the foregoing, if the remaining co-resident is under the age of 55 or is a dependent adult, this Agreement may be terminated in accordance with Paragraph VI.D.

K. Late Payments. You shall pay all Monthly Fees or other incurred fees when due. You shall be responsible to pay all actual attorney's fees and costs incurred by Luther Crest relative to the collection of any amounts ninety (90) days past due.

L. Transfers of Assets. You represent that You have not transferred, and shall not transfer after the execution of this Agreement, any of Your assets such that Your ability to meet Your financial obligations under this Agreement is impaired.

M. Personal Living Expenses. Your personal living expenses shall be Your sole responsibility.

N. Charges for Other Levels of Care.

1. Temporary Occupancy of the Nursing Care Center or Personal Care Facility. Upon temporarily occupying the nursing care center or personal care facility, You shall continue to pay the Monthly Fee for Your Residence and You shall pay the published current per diem fee for the nursing care center or personal care facility, plus the cost of any ancillary services.

2. Permanent Occupancy of the Nursing Care Center or Personal Care Facility. Should You permanently transfer to the nursing care center or personal care facility, this Agreement will terminate and You shall pay the published current per diem fee for the nursing care center or personal care facility, plus the cost of any ancillary services.

XVII. DATE OF RIGHT OF OCCUPANCY

A. Date of Right of Occupancy. You and Luther Crest agree that You shall have right of occupancy on the date indicated on Schedule A, attached ("Date of Right of Occupancy"), such date not to exceed ninety (90) days from the date of execution of this Agreement. Your full Entrance Fee must be paid on or before the Date of Right of Occupancy. You will be billed for Your first month's Monthly Fee on a pro-rated basis.

XVIII. ADMISSION REQUIREMENTS AND PROCEDURES

A. Age. Residents shall be fifty-five (55) years of age or older, unless an exception is granted by Luther Crest, in its sole discretion.

B. Application Forms. As part of the admission process, You have submitted an Application for Admission and a Confidential Financial Statement.

C. Health Status; Medical Examination. As part of the admission process, You have been examined by a qualified physician of Your own choosing who has completed a Health History and Information form, which has been submitted to Luther Crest by You. You represent that You are capable of living safely without the assistance of another person in a Residence or with such assistance as you are responsible to provide.

D. Confidential Financial Statement. You represent that You have sufficient assets and income to qualify for admission to independent living in the Residence. If a review of your Confidential Financial Statement and supporting documentation reveals that Your assets and income are not sufficient to for occupancy in the Residence in accordance with the policy of Diakon Lutheran Social Ministries, Luther Crest may terminate this Agreement prior to Your occupancy.

E. Power of Attorney; Advance Directives. Prior to the Date of Right of Occupancy, You shall execute a durable power of attorney and shall provide a copy to Luther Crest. If You have executed, or in the future execute, an advance directive, You shall provide a copy to Luther Crest.

F. Medical Insurance. You shall maintain Medicare Part A and Part B coverage and one supplemental health insurance policy or equivalent insurance coverage acceptable to Luther Crest and shall furnish Luther Crest with evidence of such coverage.

G. Other Insurance. In order to ensure protection for You and Luther Crest, You shall maintain the following types of insurance coverage:

1. personal property insurance for the Residence insuring Your personal property in or about the Residence;

2. liability insurance coverage; and

3. auto insurance coverage in an amount or amounts not less than as required by Pennsylvania law (if applicable).

H. Reliance Upon Submitted Information: Requests for Updated Information. Luther Crest has relied on the information submitted by You during the admission process in making its admission decision. Luther Crest reserves the right both prior to and during Your occupancy of the Resident to require You, upon request by Luther Crest, to submit periodic updates of medical, financial, insurance or other information. The cost to obtain updated information, including medical examinations, shall be Your sole responsibility.

I. Dependent Adults as Occupants. If You, as either a parent or guardian, intend to have a dependent adult (either under or over the age of 55) reside with You as a co-resident, You shall demonstrate to the satisfaction of Luther Crest, prior to the Date of Right of Occupancy, that alternative arrangements have been made for the care of such dependent adult in the event that You are no longer able to occupy the Residence and/or care for the dependent adult for any reason. Generally, Luther Crest will require You to demonstrate that a court of competent jurisdiction has adjudicated such dependent adult to be an incapacitated person and has appointed an agency or other individual or entity acceptable to Luther Crest as guardian of the dependent adult's person and estate.

XIX. TERMS OF RESIDENCY

A. Use of Residence. You shall occupy and use the Residence only as a residence.

B. Covenants of Residents. You shall:

1. comply with all rules, regulations, policies and procedures set forth in the Resident Handbook, which are subject to change from time to time in the sole discretion of Luther Crest;

2. obey all applicable federal, state and local laws and regulations when using the Residence;

3. not perform any activities in or around the Residence which could harm any other person or cause damage to the Residence or other Luther Crest property;

4. notify Luther Crest promptly if there is any condition in or about the Residence that could harm residents or others or damage the Residence;

5. notify Luther Crest of any accident, fire or damage occurring in, about or around the Residence within twenty-four (24) hours of its occurrence; and

6. give prompt written notice to Luther Crest of any repairs needed to the Residence.

C. Pets. The ownership of pets is governed by Luther Crest's pet guidelines contained in the Resident Handbook.

D. Guests. The Residence shall only be occupied by You. You shall be permitted to have guests stay at the Residence in accordance with Luther Crest's Guest Policy as reflected in the Resident Handbook. The Guest Policy of Luther Crest is subject to change from time to time in the sole discretion of Luther Crest.

E. Marriage and/or Additional Occupants.

1. Non-resident. In the event that, after the Date of Right of Occupancy, You desire to marry or have a non-resident of Luther Crest share Your Residence as a co-resident, the proposed additional occupant shall be required to file an application for admission and meet all age, medical and financial requirements for admission applicable to residents of Luther Crest. If the proposed additional occupant is approved for admission, on or before the date he or she begins occupying the Residence, he or she shall pay an additional occupancy fee equal to the then-current published second person fee ("Second Person Entrance Fee"). The Second Person Entrance Fee shall be amortized immediately and earned in full by Luther Crest, and no refund of the Second Person Entrance Fee shall be made. Upon admission of a co-resident to the Residence, You will pay Monthly Fees for double occupancy. Admittance of an additional occupant shall be at the sole discretion of Luther Crest.

2. Resident. In the event that You desire to marry another resident or have another resident ("Other Resident") reside in the Residence, You shall select and designate in writing, at least sixty (60) days in advance of the proposed move, which one of the two Residences You and Other Resident wish to occupy. The Residence that will be vacated must be surrendered to Luther Crest on or before the date of the proposed move to the designated Residence.

a. Termination of Occupancy of Residence. In the event that You desire to occupy the Residence of Other Resident, this Agreement shall be terminated and You shall be required to execute an amendment to Other Resident's Residence and Services Agreement to bind You to the terms and conditions of the Residence and Services Agreement of Other Resident. Your refund under Section VI shall be payable to You within thirty (30) days of Luther Crest's receipt of a replacement entrance fee for the Residence.

b. Addition of Other Resident to Residence. In the event that Other Resident terminates his or her Residence and Services Agreement with Luther Crest and moves into Residence, this Agreement shall be amended and executed by Other Resident to bind Other Resident to the terms and conditions of this Agreement.

F. Request by You for Change in Residence. You may request a change in residence at any time. Luther Crest will carefully consider factors such as Your health, finances, availability of requested residence, waiting lists, etc. Lateral moves are not allowed.

1. Move to a Smaller Residence. Should You be approved to move to a smaller residence, You shall pay the Monthly Fee associated with the smaller residence. No refunds will be made at the time of Your move for any difference between the Entrance Fee for Your original Residence and the current entrance fee for the smaller residence.

2. Move to a Larger Residence. Should You be approved to move to a larger residence, You shall pay the Monthly Fee associated with the larger residence and shall pay the difference between the Entrance Fee You paid for Your original Residence and the current entrance fee for the larger residence. The additional payment shall be amortized over the remaining amortization term of this Agreement, if any term remains. If no term remains, the additional payment shall be amortized immediately and earned in full by Luther Crest. Upon termination of this Agreement, the refund of the additional payment shall be governed by the Entrance Fee Plan chosen in Schedule A.

G. Inspection of Residence. Luther Crest shall have the right to periodically inspect Your Residence upon one (1) day's notice to You for health and safety hazards, adequate cleanliness and to determine repair and/or replacement needs. Notwithstanding the foregoing, no notice shall be required in emergency situations.

H. Housekeeping/Housecleaning Responsibilities. You shall maintain the Residence in a clean, sanitary and orderly condition. If You do not maintain the Residence in a reasonable manner, Luther Crest, after notice to You, shall have the right to maintain the Residence for a fee at Your sole expense.

I. Responsibility for Property Damage to Luther Crest.

1. Condition of Residence Upon Termination. Upon termination of this Agreement, You shall leave the Residence in as good condition as on the Date of Right of Occupancy, reasonable wear and tear excepted. The cost of any repairs due to any damages to the Residence shall be Your sole responsibility.

2. Property Damage Caused by You. Any loss or damage to real or personal property of Luther Crest You cause shall be paid for by You. In the event of Your death, Your estate shall be liable for any loss or damage to Luther Crest's property You cause.

J. Damage to Residence. If the Residence is damaged by fire or other casualty covered by Luther Crest's insurance, to the extent that the Residence can be restored to its prior condition within ninety (90) days, Luther Crest shall repair the damage and restore the Residence to its prior condition at the sole cost and expense of Luther Crest. If You do not remain in possession of the Residence while Luther Crest makes repairs, You will not be required to pay any Monthly Fees.

K. Responsibility for Loss or Damage of Personal Property. Luther Crest shall not be responsible for the loss or damage due to fire, theft, or other causes of any property belonging to

You or Your estate or Your guests, including, but not limited to motor vehicles, unless care and control of such personal property is specifically accepted in writing by Luther Crest, and then only for willful or gross negligence in failing to safeguard and account for it. You shall have the sole responsibility to provide such insurance as You deem necessary to protect against any such losses. No personal property insurance shall be provided to You by Luther Crest and You shall bear the risk of any damage or loss of personal property held in storage by Luther Crest.

L. Release Regarding Conduct of Other Residents. Luther Crest assumes no liability for Your conduct or the conduct of other residents or guests of Luther Crest, and You hereby release and discharge Luther Crest from any claims for personal injury to You or damages to Your personal property caused by the conduct of other residents or guests.

M. Governmental Power of Eminent Domain. "Eminent domain" is the legal name for the right of a government such as the state or county or city to take private property for public use. The government must pay fair compensation to anyone who has any right in the property that is taken by the government. If all or any part of the Residence is taken by eminent domain, this Agreement and Your right of occupancy shall automatically terminate and You shall be entitled to a refund under the terms of Section VI.

N. Change in Residence at Option of Luther Crest. If Luther Crest reasonably determines that Your Residence needs to be vacated to permit repairs or renovation thereto, or that the permanent transfer of such space to either a different use or a different configuration is necessary, or any other circumstance reasonably determined by Luther Crest justifies such transfer, Luther Crest may move You to a new residence of a similar size provided that Luther Crest (i) advises You prior to undertaking any such move, (ii) gives You reasonable notice of and time to prepare for such move, (iii) incurs all costs of such move, (iv) arranges for the prompt and convenient move of Your personal furnishings, and (v) either provides in such new residence optional custom improvements comparable to those provided in Your original Residence or, at Your option, reimburses You for the value of such improvements.

XX. TERMINATION AND REFUND PROVISIONS

A. Termination By You.

1. Rescission Period. You may terminate this Agreement within seven (7) days of its execution by delivering written notice of termination to Luther Crest. Upon such rescission, all monies paid by You to Luther Crest, except for the Processing Fee(s), shall be refunded in full. (See Schedule C for "Notice of Right to Rescind" form).

2. Prior to Occupancy. You may terminate this Agreement after the lapse of the seven (7) day rescission period but prior to Your occupancy of the Residence by delivering written notice of termination to Luther Crest. Upon such termination, Luther Crest shall have the right to resell Your right of occupancy to the Residence to another purchaser, and Luther Crest shall retain and You shall forfeit Your first installment payment of ten percent (10%) of the Entrance Fee. Notwithstanding the foregoing, if such termination is due to Your death or the death of Your spouse, or because a change in Your physical or mental condition makes You ineligible for admission to Luther Crest, Luther Crest shall fully refund all monies paid by You,

except for any Processing Fee(s) and the costs incurred by Luther Crest for any Custom Improvements chosen by You on Schedule D, attached.

3. After Occupancy. You may terminate this Agreement at any time after occupancy upon thirty (30) days' written notice to Luther Crest. Refunds shall be governed by Section VI of this Agreement.

B. Termination by Luther Crest for Cause. Luther Crest shall have the right to terminate this Agreement for cause upon the occurrence of any of the following events upon thirty (30) days' written notice to You:

1. Your failure to comply with all rules, regulations, policies and procedures set forth in the Resident Handbook, a copy of which has been provided to You contemporaneously with the signing of this Agreement;

2. Your failure to pay the Entrance Fee and cost of Custom Improvements, if any, in accordance with Paragraph II.D of this Agreement;

3. Your failure to pay the Monthly Fee, upon thirty (30) days' notice by Luther Crest;

4. Your failure to comply with any material provisions of this Agreement;

5. Your continued presence in the Residence is deemed detrimental to the health and safety of You or other residents of Luther Crest. This decision shall be determined by the Luther Crest Appropriateness of Care Committee, in consultation with You, Your physician, Your legal representative(s) and any other person designated by You;

6. You become incapacitated, either physically or mentally, and it is determined that a permanent transfer to another level of care, or another facility if Luther Crest is unable to accommodate Your needs, is in Your best interests. This decision shall be determined by the Luther Crest Appropriateness of Care Committee, in consultation with You, Your physician, Your legal representative(s) and any other person designated by You;

7. If either prior to or during Your occupancy of the Residence, the results of an updated medical examination required pursuant to Paragraph IV.C of this Agreement indicate that You are unable to meet the conditions for occupancy of Your Residence. This decision shall be determined by the Luther Crest Appropriateness of Care Committee, in consultation with You, Your physician, Your legal representative(s) and any other person designated by You; or

8. Luther Crest ceases to offer independent living.

C. Termination Upon Death. In the event of Your death during Your occupancy of the Residence, this Agreement shall terminate subject to Paragraph VI.E.3.

D. Termination Upon Failure to Meet Residency Requirements. In the event that two (2) residents occupy Your Residence and one of such residents is under the age of 55 or is a

dependent adult, the termination of this Agreement by the resident who is over the age of 55 or who is the non-dependent adult shall operate as an automatic termination of the other resident's right to occupy the Residence, unless an exception is granted by Luther Crest, in its sole discretion.

E. Effect of Termination; Refunds.

1. Relinquishment of Occupancy; Surrender of Residence. In the event of a termination of this Agreement due to Your death, Your personal representative shall be responsible to remove all of Your personal property from the Residence within thirty (30) days of Your death and return the keys to the Residence to Luther Crest. If this Agreement is terminated for any other reason other than Your death, You shall be responsible to remove Your personal property from the Residence on or before the date by which You are required to vacate the Residence. You shall be responsible for the Monthly Fee until all possessions have been removed from the Residence, the Residence has been surrendered and keys to the Residence have been returned to Luther Crest.

2. If You or Your representative are unable to remove Your personal possessions from the Residence, Luther Crest shall have the right to remove and store such items at the sole expense of You or Your estate. Luther Crest shall not be responsible for Your personal possessions left in storage after sixty (60) days.

3. The termination of a right of occupancy of one person in a double occupancy unit for any reason shall not operate as a termination of the right of occupancy of the other resident of the unit, unless the other resident is under the age of 55 or is a dependent adult.

4. Your obligation to pay the Monthly Fee shall continue until Your Residence has been surrendered by You or, in the case of death, by Your estate or family.

F. General Payment.

1. Your applicable refund shall be payable to You within thirty (30) days after You no longer reside at Luther Crest and Luther Crest receives a replacement entrance fee for the Residence. Every effort will be made by Luther Crest to resell the Residence as soon as possible after termination but all marketing, sales, and admission decisions regarding such resale shall be within the discretion of Luther Crest. If You have permanently moved to the Nursing Care Center or Personal care Facility, Luther Crest will hold Your refund from independent living and apply it on a monthly basis to Your charges for the higher level of care.

2. Death of You or Your Spouse within ninety days of Occupancy. In the event You or Your spouse die within ninety (90) days of the Date of Occupancy, and this Agreement is terminated, Your applicable refund shall be payable to You within thirty (30) days of the surrender of the Residence to Luther Crest, rather than upon Luther Crest's receipt of a replacement entrance fee for the Residence. The Entrance Fee and the cost of Refund Eligible Custom Improvements will be amortized monthly according to the Entrance Fee Plan You have chosen until the Residence has been surrendered to Luther Crest.

3. Any amounts for necessary repairs, maintenance, waiver of any Monthly Fees or any other Benevolent Care provided to You during Your occupancy of the Residence shall be subtracted from the refund due to You under this Agreement.

4. In the event that You occupy a double occupancy unit with another resident and You vacate the Residence for any reason, You shall not be entitled to any refund amount until (i) the Agreement is terminated by the remaining resident for any reason and (ii) Luther Crest receives a replacement entrance fee for the Residence. When two residents are jointly occupying a double occupancy Residence, the disposition of any refund due upon termination shall be made as follows:

a. To the Trustee of the joint trust under a trust agreement dated _____, executed by both residents as settlors, and _____, as trustee, a copy of which trust agreement is on file with Luther Crest. This option shall be valid only if the trust agreement described in the preceding sentence designates at least two (2) primary or alternate trustees other than the settlors.

b. In the absence of a joint trust agreement as described above:

i. if both residents are living at the time of termination, one-half (50%) of the refund shall be paid to each resident; or

ii. if one resident is deceased, all (100%) of the refund shall be paid to the surviving resident; or

iii. if both residents are deceased, all (100%) of the refund shall be paid to the estate of the last resident to die.

G. No Further Obligation. After termination of this Agreement and surrender of Residence by You, all obligations of Luther Crest and You under this Agreement, other than obligations relating to the removal of personal property, financial assistance and refunds, shall cease.

XXI. MISCELLANEOUS.

A. Benevolent Care. Luther Crest, through its parent corporation, LSS East, maintains a Benevolent Care Policy ("Benevolent Care") for residents who, through no fault of their own, become unable to pay the Monthly Fee due under this Agreement. In order to be considered for Benevolent Care, Your ability to meet financial obligations by transferring or depleting assets, other than in good faith and for value to meet ordinary and customary living expenses must not have been impaired, and You must not have materially misrepresented financial or other relevant information during the application and/or admission process or any other required disclosures. Further, You must provide adequate and timely information to Luther Crest to justify consideration for Benevolent Care and must apply for and utilize all governmental resources, programs, etc., which may be available to assist You in meeting housing and other living expenses. Residents who are or who become beneficiaries of LSS East's Benevolent Care policy may be relocated to a smaller unit at Luther Crest.

B. Right of Self-Organization. You and the other residents of Luther Crest shall have the right of self-organization.

C. Tobacco-Free Policy. Luther Crest Retirement Community is a tobacco-free community. Smoking and use of any other tobacco products are not permitted anywhere on Luther Crest Retirement Community.

D. Weapons-Free Policy. It is the policy of LSS East to safeguard our staff, our residents, our clients and the general public against violence. It is, therefore, prohibited for staff, residents or visitors to bring or possess firearms (regardless of any authorized permit), weapons or dangerous instruments onto any of our premises.

E. Parking. Parking is available on the Luther Crest campus. You shall not be permitted to park any truck (other than a pickup truck), trailer, RV, or mobile home at the Residence or in other parking areas of Luther Crest. Limited RV parking may be available on the campus, as outlined in the Resident Handbook.

F. Service and Emotional Support Animals. Luther Crest will accommodate Your Service or Emotional Support Animal in accordance with the guidelines of the Americans with Disabilities Act and the federal Fair Housing Act.

G. Religious Affiliation. Luther Crest is affiliated with the Evangelical Lutheran Church in America ("ELCA") through LSS East. The ELCA and/or its synods are not responsible for the financial or contractual obligations of Luther Crest or LSS East under this Agreement.

H. Disclosure Statement. Luther Crest shall make available to You its disclosure statement, required under Pennsylvania law to be filed with the Department of Insurance annually.

I. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, notwithstanding any conflict of laws provisions to the contrary.

J. Subordination. You agree that this Agreement is subject and subordinate at all times to any mortgage which now or in the future becomes a lien upon the property that includes the Residence.

K. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

L. Assignment. You may not assign this Agreement.

M. Waiver. The waiver by Luther Crest of a breach of any provision of this Agreement by You shall not operate or be construed as a waiver of any subsequent breach by You.

N. Notices. Any notice required or permitted to be given under this Agreement shall be deemed properly given if in writing and if mailed by regular mail to Your Residence or to the principal office of Luther Crest, in the case of notice to Luther Crest. The effective date of any such notice shall be the date of mailing thereof or the date of personal delivery, whichever is applicable. The address to which notice shall be sent may be changed by a written notice given pursuant to this Paragraph.

O. Non-Discrimination. Luther Crest shall not discriminate against You on the basis of Your race, color, religious creed, disability, marital status, ancestry, national origin, sexual orientation, sex, or any other class protected by law.

P. Code of Conduct. You agree to abide by the Code of Conduct for independent living resident which has been provided to You and as it may be updated from time to time.

Q. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the subject matter hereof. This Agreement supersedes and replaces in its entirety any existing agreement between You and Luther Crest regarding Your right of occupancy of the Residence, and may not be waived, changed, modified, extended or discharged except in writing executed by Luther Crest and by the party against whom enforcement of any such waiver, change, modification, extension or discharge is sought.

R. Change in Law. Notwithstanding Subparagraph M above, Luther Crest reserves the right to amend this Agreement upon thirty (30) days' written notice to You if any change in federal, state and local laws, regulations, policies and/or interpretation of the same shall impair the continuing validity and/or effectiveness of any material provisions of this Agreement.

S. Acknowledgment of Receipt of Disclosure Statement, Resident Handbook and Notice of Privacy Practices. You acknowledge receipt of Luther Crest's most recent annual disclosure statement. In addition, You acknowledge receipt of Luther Crest's Resident Handbook and HIPAA Notice of Privacy Practices at the time of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LUTHER CREST

By:_____

Name (printed)_____

RESIDENT

By:_____

Name (printed)_____

RESIDENT:

By:_____

Name (printed)_____

RESIDENCE AND SERVICES AGREEMENT

SCHEDULE A

Resident Name(s)_____ Date: _____

Type of Residence_____

Residence Number_____

Date of Right of Occupancy_____

ENTRANCE FEE

Entrance Fee Plan Chose (circle): Classic Classic Plus Estate Preservation	
Single Person Entrance Fee OR	$_____
Double Person Entrance Fee	$_____
Cost of Custom Improvements	$_____
Total Fee	$_____
Less Ten Percent Installment due upon signing Agreement	$_____(_____)
Balance of Total Fee (due on or before the Date of Right of Occupancy	$_____

MONTHLY FEE

Monthly Fee:

Single Person OR $_____

Double Person $_____

LUTHER CREST RESIDENT

By:_____ _____

_____

SCHEDULE B - Items and Services Included in the Monthly Fee

The following items and services are included in Your Monthly Fee:

27. The provision of Your Residence with a refrigerator, range, microwave, dishwasher, garbage disposal, central air conditioning, vinyl or tile floor in kitchen and bath(s), wall-to-wall carpeting, washer and dryer, and other features and fixtures as described in Luther Crest's current literature;

28. Each resident of Your Residence receives a flexible, monthly meal credit equal to $10 per day. You will be billed for any charges that exceed the monthly meal credit. Luther Crest will make available three (3) meals each day;

29. Bi-weekly housekeeping services for Your Residence, including vacuuming, dusting and cleaning of kitchen and bath(s);

30. Maintenance of exterior building and grounds (including lawn care, landscaping provided by Luther Crest, and snow removal) and interior public areas and building costs and custodial services for common areas (not including the inside of Your Residence);

31. Maintenance of appliances provided by Luther Crest and maintenance, repairs and replacements of Luther Crest's property and equipment;

32. Television jacks provided in Your Residence;

33. Access to social, recreational and spiritual programs;

34. A 24-hour emergency call system;

35. Water, electricity, and sewerage;

36. Casualty and liability insurance for Luther Crest's campus and the exterior of Your Residence;

37. Garbage and trash collection at a location near Your Residence;

38. Pest control on the grounds and in Your Residence;

39. Such other services and activities as may from time to time be provided by Luther Crest.

The following items <u>are not included</u> in Your Monthly Fee:

5. You are responsible for arranging and paying for telephone service and/or the costs of any cable service.

6. The cost for repairs, maintenance and replacement of Your property and furnishings shall be Your sole responsibility.

SCHEDULE C - NOTICE OF RIGHT TO RESCIND

_____
(Date rescission period begins)

You may rescind and terminate your Residence and Services Agreement, without penalty or forfeiture, within seven (7) days of the above date. You are not required to move into Luther Crest before the expiration of this 7-day period. No other agreement or statement you sign shall constitute a waiver of your right to rescind your Residence and Services Agreement within the seven (7) day period.

To rescind your Residence and Services Agreement, mail or deliver a signed and dated copy of this notice, or any other written notice, letter or telegram, stating your desire to rescind to: Executive Director, Luther Crest Retirement Community, 800 Hausman Road, Allentown, PA 18104, not later than midnight of _____
(last date of rescission period)

Pursuant to this notice, I hereby cancel my Residence and Services Agreement.

_____
DATE

_____
PROSPECTIVE RESIDENT'S SIGNATURE

_____
PROSPECTIVE RESIDENT'S SIGNATURE

SCHEDULE D – CUSTOM IMPROVEMENTS

You have chosen to add the following custom improvements, at additional cost, to Your Residence. The cost of any Custom Improvements which increase the amount of conditional living space of Your Residence ("Refund Eligible Custom Improvements") shall be included in the amount subject to a refund under the terms of this Agreement.

Option	Cost

LUTHER CREST

By:_____

Name (printed)_____

RESIDENT

By:_____

Name (printed)_____

RESIDENT:

By:_____

Name (printed)___

Exhibit C

Entrance Fees and Monthly Fees

PLANS & PRICING

DIFFERENT OPTIONS FOR DIFFERENT NEEDS

We know you want options. That's why we offer several different entrance fee plans - so you can choose the one that's perfect for you.

Classic Plan

This plan offers the lowest entrance fee. With this option, the amount of your eligible refund declines each month over the first 49 months of occupancy to a 0% refund.

Classic Plan Plus

This plan offers a mid-range entrance fee. The amount of your eligible refund declines over the first 46 months of occupancy to a *50%* refund of the entrance fee paid.

Estate Preservation Plan

This plan offers you the greatest return of your entrance fee. The amount of your eligible refund declines over the first 15 months of occupancy to a 70% refund of the entrance fee paid.

How It **Works Financially**

At Buffalo Valley Lutheran Village, you pay an entrance fee. Depending on which of our plans you choose, the entrance fee is like an investment because you, your estate and/or your family may gain back a percentage of this fee should you leave for any reason.

To enjoy all the benefits our lifestyle has to offer, you also pay an affordable monthly fee, which varies depending on the home you choose. This fee covers daily living expenses and services such as lawn care, home maintenance and the wide array of social activities we offer.



EVERTRUE™

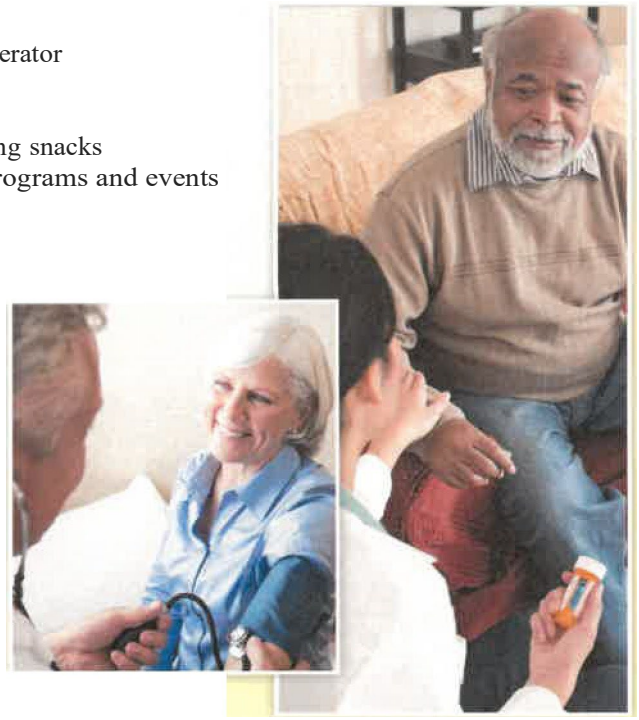
Buffalo Valley Lutheran Village

EVERTRUE | Buffalo Valley Lutheran Village

At Buffalo Valley Lutheran Village, our personal care lifestyle is designed to help you maximize quality of life and live independently for as long as possible. Without the hassles of meal preparation and housekeeping, you are free to enjoy a full schedule of fun, engaging activities.

PERSONAL CARE SERVICES

- Private or companion suites with private bathrooms
- Kitchenette with sink, cupboards, microwave and refrigerator
- Support with tasks of daily living
- 24-hour call system
- Three delicious, restaurant style meals per day, including snacks
- Entertainment, spiritual enrichment and a variety of programs and events
- Regularly scheduled transportation for group outings
- Housekeeping services
- Flat linen and towel service
- Community amenities
- Access to on-site health-care providers
- Access to on-site outpatient rehabilitation
- Wi-Fi accessible throughout the building
- Individually controlled heating and air-conditioning
- Window coverings



SECURITY & MAINTENANCE

- 24-hour staff
- Well-lighted grounds and parking areas
- Security alarms throughout the building
- Full maintenance of your residence

DAILY/MONTHLY RATES

Effective 1/1/2024

Studio - single	$215/day ($6,450/month•)
Alcove - single	$289/day ($8,670/month•)
Alcove - double occupancy	$198/day per person ($5,940/month•per person)
Respite	$197 / day
Bridge to Home	$173/day

- *Monthly rates will vary depending on how many days are in the month.*

ENHANCED CARE *(in addition to the daily rate)*

As needs change, we offer additional assistance to help our residents remain as independent as possible, for as long as possible. Care levels are based on a multipoint assessment.

Level 1	$21/day
Level 2	$35/day
Level 3	$64/day
Level 4	$105/day

ADDITIONAL CHARGES

- A one-time, refundable $1,000 security deposit
- A one-time, non-refundable $1,000 community fee

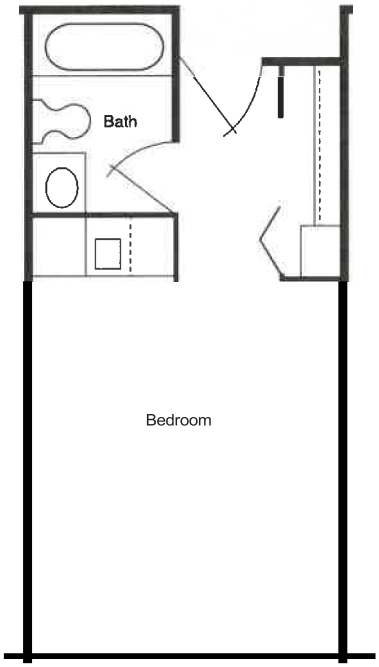
Please note that a *$500* deposit is required to hold your desired unit, but **will** be credited to your first month's fee.

OUR PERSONAL CARE SUITES

- Private or companion rooms, with private baths
- Comfortable, homelike setting
- Emergency call system
- Individually controlled heat and air conditioning
- Wall-to-wall carpeting
- Kitchenette with sink, microwave and refrigerator

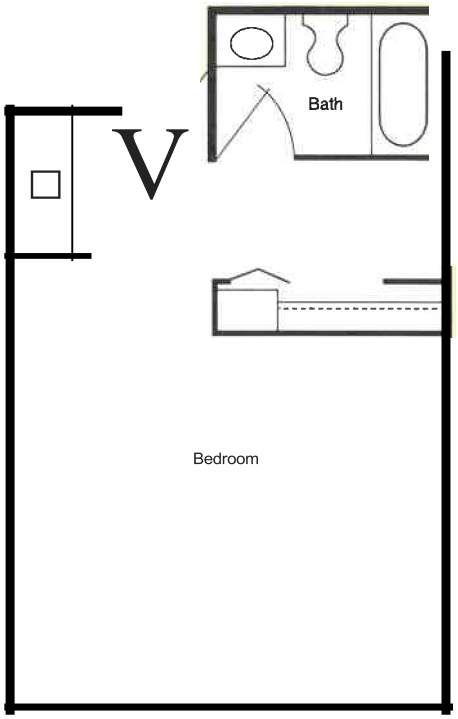
STUDIO

Approx. 300 square feet



ALCOVE

Approx. 360 square feet



BUFFALO VALLEY

570.524.4451 | 305 E. Tressler Boulevard | Lewisburg, PA 17837

Lutheran Senior Services does not discriminate in admissions, the provision of services, or referrals of clients on the basis of race, color, religious creed, disability, marital status, ancestry, national origin, sexual orientation, age or sex.

PLANS & PRICING

THIS IS THE WAY
TO AFFORDABLE LIVING.

We know you want options. That's why we offer several different entrance fee plans - so you can choose the one that's perfect for you.

Classic Plan
This plan offers the lowest entrance fee. With this option, the amount of your eligible refund declines each month over the first 49 months of occupancy to a 0% refund.

Classic Plan Plus
This plan offers a mid-range entrance fee. The amount of your eligible refund declines over the first --1<6 months of occupancy to a *50%* refund of the entrance fee paid.

Estate Preservation Plan
This plan offers you the greatest return of your entrance fee. The amount of your eligible refund declines over the first 15 months of occupancy to a 70% refund of the entrance fee paid.

YOUR MONTHLY SERVICE FEE INCLUDES:

- Interior and exterior maintenance
- Flexible meal plan
- Lawn care and landscaping
- Snow removal on sidewalks and parking areas
- Annual preventive maintenance
- Entertainment, spiritual enrichment and a variety of programs and events
- Regularly scheduled transportation for group outings
- Preventive care wellness program
- Fitness center, fitness classes and one-on-one fitness training available
- Indoor pool
- Building and grounds maintenance
- 24-hour call system
- Priority access to care in Personal Care and Health Care Center
- Weekly trash and recycling service
- Water and sewer
- Pest control
- Well-lighted grounds and parking areas



EVERTRUE™

Cumberland Crossings

Effective 1/1/2024

Approx. Sq. Ft.	Cottage	Classic Plan 0% Refund Entrance Fee Starting at...	Classic Plan Plus 50% Refund Entrance Fee Starting at...	Estate Preservation 70% Refund Entrance Fee Starting at...	Fee
1088	Devonshire	$121,000	$181,.500	$205,700	$2,515
1100	Heritage	$132,000	$198,000	$224,000	$2,610
1192	Regency	$247,000	$370,.500	$419,900	$2,790
1392	Regency II	$315,000	$472,500	*$535,500*	$2,870
1320	Windsor	$213,000	$319,.500	$362,100	**$2,710**
1411	Le Tort	$359,000	*$538,500*	$610,300	**$3,115**
1509	Manchester	$405,000	$607,500	$688,500	$3,395
1890	Winchester	$445,000	$667,500	*$156,500*	$3,705
2063	Cambridge	$387,000	*$580,500*	$657,900	$3,845
2163	Cambridge II	$404,000	$606,000	$686,800	$3,905
	Second Person				$ **690**

Second-person entrance fee: $11,000

NOTE: Prices **will** vary based on location, interior finishes, customizations and selected options.

CUMBERLAND CROSSINGS

A LUTHERAN SENIOR SERVICES SENIOR LIVING COMMUNITY

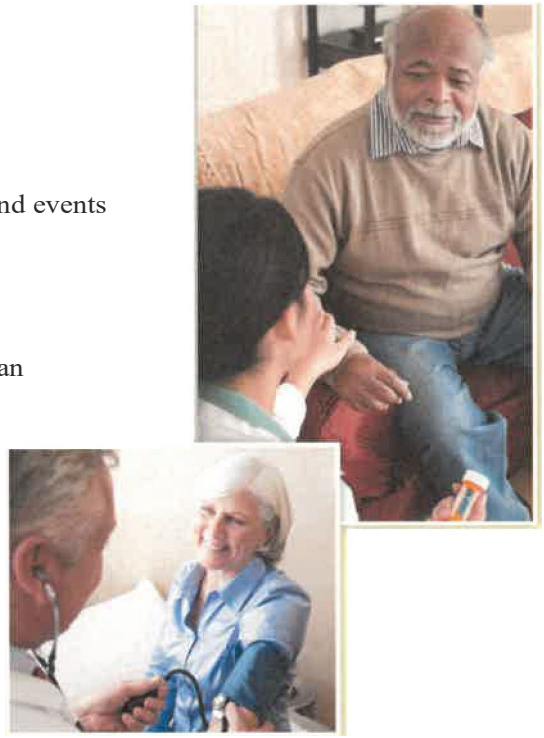
1 Longsdorf \\'ay | Carlisle. PA 17015

IDEAL BLEND OF INDEPENDENCE, SECURITY & AFFORDABILITY

At Cumberland Crossings, our personal care lifestyle is designed to help you maximize quality of life and live independently for as long as possible. Without the hassles of meal preparation and housekeeping, you can enjoy a full schedule of fun, engaging activities.

INCLUDED IN YOUR MONTHLY FEE

- Private or companion suites with private bathrooms
- Kitchenette with sink, cupboards, microwave and refrigerator
- Support with tasks of daily living
- 24-hour call system
- Three delicious, restaurant style meals per day, including snacks
- Entertainment, spiritual enrichment and a variety of programs and events
- Regularly scheduled transportation for group outings
- Housekeeping service
- Flat-linen and towel service
- Community amenities including access to pool and fitness center
- Preventive care wellness programs including a consulting dietician
- Access to on-site health-care providers
- Access to on-site outpatient rehabilitation
- Wi-Fi accessible throughout the building
- Individually controlled heating and air-conditioning
- Window coverings



SECURITY & MAINTENANCE

- ll4-hour staff
- Well-lighted grounds and parking areas
- Security alarms throughout the building
- Full maintenance of your residence

DAILY/MONTHLY RATES

Studio $209/day; $6,270/month
Deluxe..... $244/day; $7,320/month
Respite..... $221/ day
Bridge to Home $173/day

Semi-Pri\'ate Occupancy
Companion Studio - per person $175/day; $5,250/month
Companion Deluxe - per person $198/day; $5,940/month

ENHANCED CARE *(in addition to dai{v rate)*

As needs change, we offer additional assistance to help our residents remain as independent as possible, for as long as possible. Care levels are based on a multipoint assessment.

Level 1 ..... $21/day
Level 2..... $35/day
Level s..... $64/day
Level 4..... $105/day

ADDITIONAL CHARGES

- A one-time, refundable $1,000 security deposit
- A one-time, non-refundable $1,000 community fee

Please note that a *$500* deposit is required to hold your desired unit, but **will** be credited to your first month's fee.

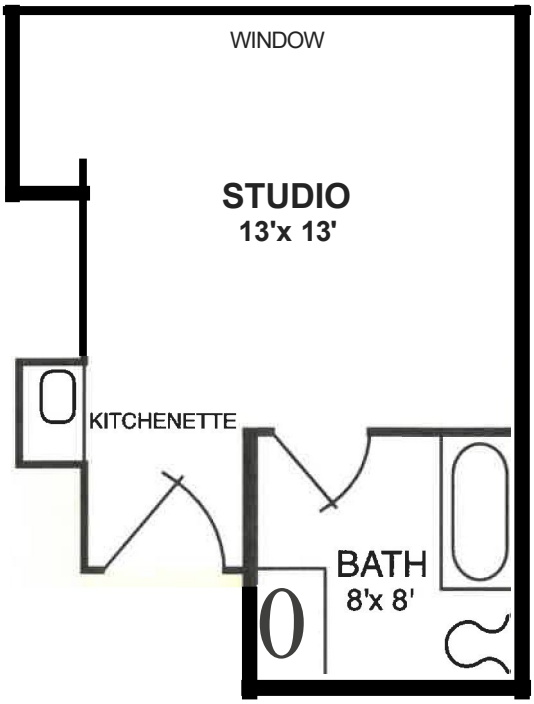
CUMBERLAND CROSSINGS
A LUTHERAN SENIOR SERVICES SENIOR LIVING COMMUNITY

Effective 1/1/2024

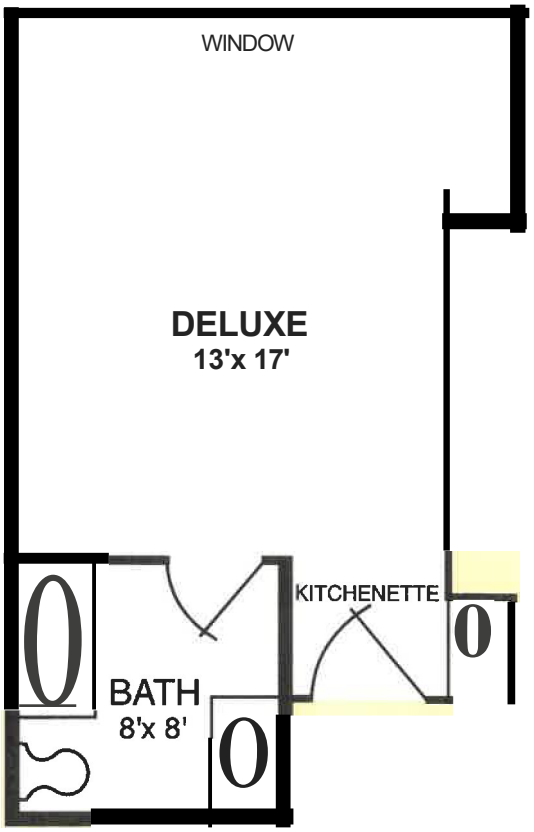
OUR PERSONAL CARE SUITES

- Comfortable, homelike settings
- Private or companion rooms, with private baths
- Emergency call systems
- Individually controlled heat and air conditioning
- Wall-to-wall carpeting
- Kitchenette with sink, cupboards, microwave and refrigerator

STUDIO



DELUXE



CUMBERLAND CROSSINGS

A LUTHERAN SENIOR SERVICES SENIOR LIVING COMMUNITY

717.240.6013 | 1 Longsdorf Way | Carlisle, PA 17015

LUTHER CREST PLANS & PRICING



We know you want options. That's why we offer several different entrance fee plans - so you can choose the one that's perfect for you.

Classic Plan
This plan offers the lowest entrance fee. With this option, the amount of your eligible refund declines each month over the first 49 months of occupancy to a 0% refund.

Classic Plan Plus
This plan offers a mid-range entrance fee. The amount of your eligible refund declines over the first 46 months of occupancy to a 50% refund of the entrance fee paid.

Estate **Preservation Plan**
This plan offers you the greatest return of your entrance fee. The amount of your eligible refund declines over the first 15 months of occupancy to a 70% refund of the entrance fee paid.

YOUR MONTHLY SERVICE FEE INCLUDES:

- Interior and exterior maintenance
- Bi-weekly light housekeeping
- Flexible meal plan
- Lawn care and landscaping
- Snow removal on sidewalks and parking areas
- Annual preventive maintenance
- Entertainment, spiritual enrichment and a variety of programs and events
- Regularly scheduled transportation for group outings
- Preventive care wellness program including care navigator
- Fitness center, fitness classes and one-on-one fitness training available
- Indoor pool
- Building and grounds maintenance
- 24-hour call system
- Priority access to care in Personal Care and Health Care Center
- Weekly trash and recycling service
- Heat, air-conditioning, water, sewer, and electricity
- Pest control
- Well-lighted grounds and parking areas

610.391.8229
800 Hausman Road | Allentown. PA 18104

Effective 1/1/2025

Apartment/ Cottage Style	Entrance Fee Starting at... Classic Plan 0% Refund	Entrance Fee Starting at... Classic Plan Plus 50% Refund	Entrance Fee Starting at... Estate Preservation 70% Refund	Monthly Fee
Luther Crest Apartment Homes				
Nantucket	$ 86,000	$129,000	$145,000	$2,540
Plymouth	$168,000	$252,000	$255,600	$3,360
Dartmouth	$237,000	*$355,500*	$400,900	$3,750
Chatham	$240,000	$360,000	$408,000	**$3,970**
Chatham Plus	$295,000	$442,500	*$501,500*	**$4,220**
Manchester	$341,000	$511,500	$579,700	**$4,410**
Westminster	$368,000	$552,000	$625,600	**$4,900**
Elmhurst / Bridgegate Apartment Homes				
Rosemont	$320,000	$480,000	**$54--1-,000**	*$3,535*
Glenbrook	$341,000	$511,500	$579,700	*$3,855*
Wellington	$378,000	$567,000	$642,600	**$4,335**
Hampton	*$399,000*	*$598,500*	$678,SOO	$4,690
Fenwick	$420,000	$630,000	$714,000	$4,865
Southgate Cottage Homes				
Addison	*$330,000*	$495,000	$561,000	**$4,910**
Nottingham	$352,000	$528,000	$598,400	$4,940
Berkshire	*$363,000*	$544,500	$617,100	*$5,025*
Strafford	$373,000	*$559,500*	$634,100	*$5,195*
Windham	$378,000	$567,000	$64i,600	*$5,535*
York	$389,000	*$583,500*	$661,SOO	$5,790

Second-person entrance fee: $10,000

Secon

Second-person monthly fee: $792

NOTE: Prices will vary based on location, interior finishes, customizations and selected options.

610.391.8229

800 Hausman Road
Allentown. PA

IDEAL BLEND OF INDEPENDENCE, SECURITY & AFFORDABILITY

At Luther Crest, our personal care lifestyle is designed to help you maximize quality of life and live independently for as long as possible. Without the hassles of meal preparation and housekeeping, you can enjoy a full schedule of fun, engaging activities.

INCLUDED IN YOUR MONTHLY FEE:

- Private rooms with bathroom
- Support with tasks of daily living
- 24-hour call system
- Three delicious, restaurant style meals per day, including snacks
- Entertainment, spiritual enrichment and a variety of programs and events
- Regularly scheduled transportation for group outings
- Housekeeping services
- Flat linen and towel service
- Community amenities including access to pool and fitness center
- Preventive care wellness programs including a consulting dietician
- Access to on-site health-care providers
- Access to on-site outpatient rehabilitation
- Wi-Fi accessible in common areas and lounges
- Individually controlled heating and air-conditioning
- Window coverings



SECURITY & MAINTENANCE

- 24-hour staff
- Well-lighted grounds and parking areas
- Security alarms throughout the building
- Full maintenance of your residence

DAILY/MONTHLY RATE

Private Rate ..... $277/ day; $8,S IO/month
Respite $266/day
Bridge to Home $173/day

ENHANCED CAR1E *(i11 addition to daily rate)*

As needs change, we offer additional assistance to help our residents remain as independent as possible, for as long as possible. Care levels are based on a multipoint assessment.

Level 1 ..... $21/day
Level 2 ..... $35/day
Level s $64/day
Level 4 ..... $105/day

OUR PERSONAL CARE SUITES

- Comfortable, homelike setting
- Private suite with private bath
- Emergency call system
- Individually controlled heat and air conditioning

ADDITIONAL CHARGES

- A one-time, refundable $1,000 security deposit
- A one-time, non-refundable $1,000 community fee

Please note that a *$500* deposit is required to hold your desired unit, but will be credited to your first month's fee.

LUTHER CREST

A LUTHERAN SENIOR SERVICES SENIOR LIVING COMMUNITY

610.391.8225
800 Hausman Road | Allentown, PA 18104
www.LutherCrestSeniorLiving.org

Effective 1/1/2024

Lutheran Senior Services does not discriminate in admissions, th, provision of services, or referrals of clients on the basis of race, color, creed,

PLANS & PRICING



***THIS IS THE* WAY TO AFFORDABLE LIVING.**

We know you want options. That's why we offer several different entrance fee plans - so you can choose the one that's perfect for you.

Classic Plan

This plan offers the lowest entrance fee. With this option, the amount of your eligible refund declines each month over the first 49 months of occupancy to a 0% refund.

Classic Plan Plus

This plan offers a mid-range entrance fee. The amount of your eligible refund declines over the first 46 months of occupancy to a *50%* refund of the entrance fee paid.

Estate Preservation Plan

This plan offers you the greatest return of your entrance fee. The amount of your eligible refund declines over the first 15 months of occupancy to a 70% refund of the entrance fee paid.



YOUR MONTHLY SERVICE FEE INCLUDES:

- Lawn care and landscaping
- Interior and exterior maintenance
- Snow removal on sidewalks and parking areas
- Entertainment, spiritual enrichment and a variety of programs and events
- Regularly scheduled transportation for group outings
- Preventive care wellness program including care navigator
- Fitness center and fitness classes
- Building and grounds maintenance
- Priority access to care in Personal Care and Health Care Center
- Weekly trash and recycling service
- Water and sewer
- Pest control
- Well-lighted grounds and parking areas

OTHER ON-SITE AMENITIES:

- Outpatient rehabilitation
- Pharmacy, dental, podiatry, audiology, and optometry
- Visiting physicians

EVERTRUE

Lutheran Home at Topton

Effective 1/1/2024

Approx. Sq. Ft.	Cottage Style	Classic Plan 0% Refund Entrance Fee Starting at...	Classic Plan Plus 50% Refund Entrance Fee Starting at ...	Estate Preservation 70% refund Entrance Fee Starting at...	Monthly Fee
1 Bedroom Units					
625	Standard	$109,725	$164,588	$186,533	$1,565
760	Deluxe	$150,150	$225,225	$i55.[illegible]55	$1,830
745	Grand	$161,700	$242,550	$i74,890	$2,065
860	Supreme	$184,800	$277,200	$3H,160	$2,195
2 Bedroom Units					
965	Standard	$207,900	$311,850	$353,l-S0	$2,240
1100	Deluxe	$217,140	$325,710	$369,1S8	$2,320
1100	Large Deluxe	$236,775	$355,163	$40!i,518	$2,455
1100	Grand	$242,550	$363,825	$41[illegible],335	$2,545
1450	Supreme	$266,065	$399,098	$45[illegible],Sl 1	$2,995
2000	Large Supreme	$283,800	$425,700	$48i,460	$3,805
Stone Crossing					
1150	Ashford	$288,750	$433,125	$490,875	$2,660
1600	Belmont	$394,275	$591,413	$670068	$2,715
Koch-Kna uss Apartments					
980	1 Bedroom	$167,475	$251,213	$i84,708	$1,565
1050	2 Bedrooms	$196,350	$294,525	$333,795	$1,870

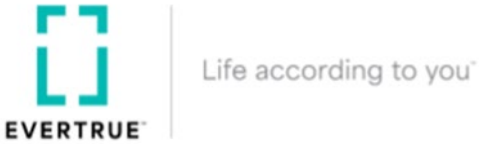
Second-person entrance fee: $12,000

NOTE: Prices will vary based on location, interior finishes, customizations and selected options..

Lutheran Senior Services does not discriminate in admissions, the provision of services, or referrals of clients on the basis of race, color, creed, religion, ser, national origin, sexual orientation, age, marital status, veteran status, disability; or another classes protected by law.

Exhibit D

Schedule of Monthly Fee Changes



Lutheran Senior Services East
dba EverTrue
5 Year Average Rate Increases

	1/1/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025
Buffalo Valley	3.0%	5.0%	7.5.0%	5.0%	3.5%
Cumberland Crossings	3.0%	5.0%	7.5.0%	5.0%	4.0%
Luther Crest	3.0%	5.0%	7.5.0%	5.0%	4.0%
Lutheran Home at Topton	3.0%	5.0%	7.5.0%	5.0%	3.5%

Exhibit E

Ancillary Services for an Additional Fee

Lutheran Senior Services East
Independent Living Services
As of January 1, 2025

The grid below indicates the services included in the monthly fee per the terms of the current residency and services agreements. Please note that prior agreements executed for existing residents may differ from the listing indicated below, therefore please refer to the terms noted in to your residency agreement. Depending upon your location other ancillary services may be available. An inclusive list for your campus is available in the business office.

	Buffalo Valley Cottages	Cumberland Crossings Cottages	Lutheran Home at Topton Luther Haven	Lutheran Home at Topton Tower Court	Luther Crest Apartments	Luther Crest Southgate
Activities program	included	included	included	included	included	included
Routine maintenance and groundskeeping	included	included	included	included	included	included
Pest control	included	included	included	included	included	included
Trash collection	included	included	included	included	included	included
Water & sewer	additional fee	included	included	included	included	included
Housekeeping	annual cleaning	annual cleaning	annual cleaning	bi-weekly light cleaning	bi-weekly light cleaning	bi-weekly light cleaning
Personal laundry	additional fee	additional fee	additional fee	additional fee	additional fee	additional fee
Emergency call system	included	included	included	included	included	included
Meals	additional fee	20 meals per month	additional fee	$11 / day meal credit	$10 / day meal credit	$80 / month meal credit
Cable TV	additional fee	additional fee	additional fee	additional fee	additional fee	additional fee
Telephone	additional fee	additional fee	additional fee	additional fee	additional fee	additional fee
Electric	additional fee	additional fee	additional fee	included	included	included
Transportation	scheduled group transport included	scheduled group transport included	scheduled group transport included	scheduled group transport included	scheduled group transport included	scheduled group transport included
Beauty and barber	additional fee	additional fee	additional fee	additional fee	additional fee	additional fee
Medical equipment and supplies	additional fee	additional fee	additional fee	additional fee	additional fee	additional fee
Skilled nursing	additional fee	additional fee	additional fee	additional fee	additional fee	additional fee
Personal care services	additional fee	additional fee	additional fee	additional fee	additional fee	additional fee