



DISCLOSURE STATEMENT 2019



www.TrinityOaks.net
704-633-1002

728 Klumac Road
Salisbury, NC 28144

trinity oaks – an active senior retirement community



Disclosure Statement

March 1, 2019

Lutheran Retirement Center – Salisbury, Inc. known as
“Trinity Oaks”

728 Klumac Road, Salisbury, North Carolina 28144
Telephone (704) 633-1002
www.trinityoaks.net

In accordance with Chapter 58, Article 64-20(b) of the North Carolina General Statutes of the State of North Carolina, the delivery of a disclosure statement to a contracting party before the execution of a contract for the provision of continuing care is required by NCGS 58-64.

*This Disclosure Statement may be delivered until revised, but not after July 29, 2020.

*This Disclosure Statement has not been reviewed or approved by any government agency or representative to ensure the accuracy or completeness of the information set out.

TRINITY OAKS DISCLOSURE STATEMENT

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DISCLOSURE STATEMENT
LUTHERAN RETIREMENT CENTER - SALISBURY, INC.

1. Provider

- (a) Name of Provider. The Provider is:
Lutheran Retirement Center - Salisbury, Inc.
doing business as "Trinity Oaks," a
North Carolina nonprofit corporation
728 Klumac Road
Salisbury, North Carolina 28144

(Lutheran Services for the Aging (LSA) recently rebranded its name to Lutheran Services Carolinas (LSC))

2. Officers and Directors. The names and business addresses of officers and directors of the Provider are:

Chair of the Board and Director:

Mr. Eric Hoyle
496 Stonegate Lane
Winston Salem, NC 27104

Vice Chair of the Board and Director

Mrs. Betty Lohr
1232 Quiet Cove Lane
Hickory, NC 28601

President and Director

(President of Lutheran Retirement Center – Salisbury dba Trinity Oaks)
Mr. Ted W. Goins, Jr.
P.O. Box 947
Salisbury, NC 28145-0947

Director

Mrs. Carolyn Hood
422 Spyglass Hill Place
Salisbury, NC 28144

Secretary:

(Corporate Secretary of Lutheran Retirement Center – Salisbury dba Trinity Oaks)
Mrs. Karen K. Maddry
P. O. Box 947
Salisbury, NC 28145-0947

Treasurer

(Treasurer of Lutheran Retirement Center – Salisbury dba Trinity Oaks)
Mr. Kirby Nickerson
PO Box 947
Salisbury, NC 28145-0947

Director (Resident Representative)

Mrs. Kate Noujaim
728 Klumac Road, Apt. 242C
Salisbury, NC 28144

3. Experience and Relationships

- (a) Experience in Similar Facilities. The following individuals have had experience in the operations management of similar facilities:
- | | |
|----------------|-----------------|
| Ted Goins, Jr. | Kirby Nickerson |
| Bill Johnson | |

Ted W. Goins, Jr., President and CEO, Lutheran Services Carolinas (LSC) – Prior to being named President in 2000, Mr. Goins was employed by LSC for over 10 years as administrator of Trinity Village nursing home in Hickory, N. C. He also previously served for three years in administration and development, and has spent his entire career in the long-term care profession. Mr. Goins received his AB from Lenoir-Rhyne College (now University), and earned his MS from Pfeiffer University. He is a certified nursing assistant and licensed nursing home administrator. Mr. Goins is active in a number of local, state, and national organizations, including serving on the North Carolina Medical Care Advisory Committee, the Board of the North Carolina Health Care Facilities Association, the Board of Lutheran Immigration and Refugee Services, and as Chair of the Rowan County Chamber of Commerce. He previously served on the Lutheran Services in America Board, including two years as Chair, and also served two terms on the North Carolina Study Commission on Aging. He was appointed to the North Carolina State Board of Examiners for Nursing Home Administrators and went on to serve for seven years, four of those as Chair. Lenoir-Rhyne University honored Mr. Goins received the Distinguished Alumnus Award in 2012 and an honorary doctorate in humane letters in 2018.

Kirby D. Nickerson, Chief Financial Officer/Treasurer, Lutheran Services Carolinas (LSC) - Mr. Nickerson joined LSC as CFO/Treasurer in June 2012 after stints in similar roles in senior living organizations beginning in 1995 in Florida, North Carolina and Virginia; he has held a nursing home administrator's license since 2008. He has served on various boards of directors including The Pines at Whiting (NJ CCRC), Shared Services (southeast regional group purchasing organization) and Virginia Senior Care Group (insurance collaboration of CCRCs in VA). Mr. Nickerson received undergraduate degrees from Gordon College and an MBA from Florida State University; he is an active church member and also served on the board of directors of a local men's homeless shelter in Winchester, VA.

William M. "Bill" Johnson, Executive Director, Trinity Oaks – Mr. Johnson joined LSC in August 2006 as administrator of the nursing and rehab component of Trinity Oaks and was named Executive Director of the campus in 2013. Mr. Johnson has a BA from Urbana University and has been a licensed nursing home administrator for over thirty years.

- (b) Relationship to Organization Providing Services. The only officers and directors that have a 10% or greater interest in any organization, or which any organization has in the officers and directors, that currently or is expected to provide \$500 or more of goods, leases or services to the facility or to residents of the facility, are as follows:

Ted W. Goins, Jr. is President and Chief Executive Officer, Kirby Nickerson is Treasurer and Chief Financial Officer, and Karen K. Maddry is Secretary of LSC, which provides financial and management services to Trinity Oaks.

- (c) Proceedings and Orders. No member of the Management Staff nor the Board of Directors (i) has been convicted of a felony or pleaded nolo contendere to a felony charge, or been held liable or enjoined in a civil action by final judgment, if the felony or civil action involved fraud, embezzlement, fraudulent conversion, or misappropriation of property; or (ii) is subject to a currently effective injunctive or restrictive court order, or within the past five years, had any State or federal license or permit suspended or revoked as a result of an action brought by a governmental agency or department, if the order or action arose out of or related to business activity of health care, including actions affecting a license to operate a foster care facility, nursing home, retirement home, home for aged, or facility subject to this Article or a similar law in another state. [NCGS 58-64-20(a)(3)(c)].
4. Religious Affiliation. Trinity Oaks is a nonstock North Carolina corporation sponsored by Lutheran Services Carolinas (LSC), a not-for-profit social ministry agency affiliated with the North Carolina Synod of the Evangelical Lutheran Church in America, and is a 501(c)(3) tax-exempt facility under the Internal Revenue Code. In 2004, LSA created a management company, LSA Management, Inc., to provide management services. LSA Management, Inc., is an affiliate organization of LSA and is a 501(c)(3) tax-exempt company under the Internal Revenue Code. LSA will not be responsible for the contractual obligations of Trinity Oaks. Through private contributions, Trinity Oaks expects to have, from time to time, funds to assist Residents unable to meet the full cost of the monthly fees, but it cannot contract in advance for such assistance. (LSA recently rebranded as Lutheran Services Carolinas (LSC).
5. Location and Description of Facility. Trinity Oaks is constructed on a site of approximately 50 acres. The site is located in the city of Salisbury, North Carolina on Klumac Road, north of Jake Alexander Boulevard, adjacent to Trinity Oaks health and rehab. This health care facility consists of 115 nursing beds with 25 of those being a secured Alzheimer's unit, 12 assisted living beds with 11 of the assisted living beds located in the secured Alzheimer's unit, and 12 independent living apartments. Trinity Oaks consists of a three-story building containing 125 independent living residential units and 38 assisted living units. There are 42 cottage residential units. The nursing care and assisted living units meet all terms and conditions of the North Carolina Department of Human Resources for the licensing of such units. The total resident population being served on the date of this Disclosure Statement was 377. Construction of the congregate center was started in October 1991 and completed in January 1993. The facility became operational on January 12, 1993 upon admission of its first resident. Construction of the cottages began in 1997 and was completed in fall 2004. An Alzheimer's facility was added to the nursing facility in the fall of 2007. In the fall of 2008, Trinity Oaks added new common, dining, and wellness areas to the community's main building. Construction on a new assisted living wing was completed in the summer of 2018.
6. Admissions Policies and Procedures. Upon execution of the Residency Agreement and fulfillment of his/her obligations hereunder, the Resident will be qualified for admission as an occupant of Trinity Oaks subject to the terms and conditions of this Section 6:

- (a) Non-Discrimination. Requirements for admission to Trinity Oaks are nondiscriminatory except as to age. Admission is restricted to persons sixty (60) years of age or older. Trinity Oaks is open to anyone regardless of race, color, religion, sex, handicap, familial status, or national origin.
- (b) Reservation Agreement. Upon selection of an apartment or cottage for personal occupancy, Resident will execute a Reservation Agreement. Accompanying this agreement will be a reservation fee of \$1,000. The Reservation Deposit will be applied to the 10% deposit required at the time of initial acceptance by the Admissions Committee and execution of the Residency Agreement. At any time prior to entering the Residency Agreement, Resident may cancel the Reservation Agreement and the entire \$1,000 will be refunded less a processing fee of \$500.

The Reservation Agreement is precedent to the Residency Agreement. Resident agrees to enter the Residency Agreement within 10 days of notification of initial acceptance by the Admissions Committee and pay the remaining 10% of the Entrance Fee.

- (c) Disclosure Statement. Upon execution of the Reservation Agreement, the Marketing Representative will provide the Resident a copy of Trinity Oaks' Disclosure Statement which fully describes the organization, facilities, policies, services, fees, financial condition, projections, and the vital information related to Trinity Oaks. Included in the Disclosure Statement is a Residency Agreement.
- (d) Application. Within thirty (30) days of execution of the Reservation Agreement, the Resident will submit an Application for Admission, Personal Health History and a Confidential Financial Statement or other evidence of sufficient financial means for the review and approval by the Trinity Oaks Admissions Committee.
- (e) Admissions Committee Review. The Admissions Committee will review the completed Application Forms including financial information as a basis for initial approval for admission to Trinity Oaks. The Admissions Committee will accept or deny the application based on criteria and policies established by the Board of Directors. The Executive Director will notify the Resident in writing of the action taken by the Admissions Committee.
- (f) Residency Agreement. The Resident shall execute the Residency Agreement and submit it with a 10% deposit of the Entrance Fee (minus the \$1,000 Reservation Deposit previously paid) within 10 days of notification of initial acceptance by the Admissions Committee. At the same time, Resident will be notified of availability of the Apartment or Cottage for occupancy.
- (g) Health. Each independent living resident must have sufficient physical and mental capacities to live independently without posing a danger to his/her health or to the health and safety of other Trinity Oaks residents and staff. We respect the privacy

of the Resident's personal health information and are committed to maintaining the Resident's confidentiality. This applies to all information and records related to the Resident's health that Trinity Oaks has received or created.

- (h) Interview. The Resident must have an interview with a representative from the Provider prior to being approved by the Admissions Committee. Upon review of the information outlined in subsections (b), (d), and (e) above, the Provider may request additional personal interviews with the Resident.
- (i) Representations and Warranties. The representations made in the Application for Admission, Personal Health History and Confidential Financial Statement, or other statements of financial capability, will be relied upon by Provider as the basis for the Residency Agreement.
- (j) Financial Condition. Immediately prior to entering Trinity Oaks for occupancy, the Resident will affirm to the Admissions Committee whether or not his/her personal financial situation differs materially and adversely from the financial situation presented in the Resident's Confidential Financial Statement described in subsection 6(d) of this document. If the Resident's current personal financial statement does differ materially and adversely from such prior financial situation, the provider may terminate the Residency Agreement.
- (k) Additional Financial Statements. After occupancy, the Executive Director may require updated financial information. In the case of two Residents occupying an Apartment or Cottage and in the event of the death of one of the occupants, the surviving Resident may be required to submit an update of the original application and provide a new Confidential Financial Statement.
- (l) Rules and Regulations. Upon entering Trinity Oaks for occupancy, the Resident agrees to abide by the administrative policies and procedures as may be established by Trinity Oaks for the operation and management of Trinity Oaks, including such amendments, modifications or changes in those policies and procedures as may be established by Trinity Oaks from time to time.

7. Residence Related Services and Programs

- (a) Residential. As stated in the Residency Agreement, Trinity Oaks provides to its Residents the following facilities and services except as plans noted on page 23:
 - (1) Description of Living Unit. A Living Unit as described in the Residency Agreement.
 - (2) Furnishings. Trinity Oaks will provide all major kitchen appliances and a washer and dryer in each unit. All units are equipped with hardwood floors, ceramic tile floors and showers, and such furnishings and fixtures as may be described in the informational brochures published by Trinity Oaks for

the purpose of describing Trinity Oaks. All other Living Unit furnishings and furniture are to be provided by Resident.

- (3) Utilities. Trinity Oaks will furnish individually controlled heating, air conditioning, water, sewer, electricity, gas if applicable, and trash removal. Resident shall be responsible for and pay for all telephone, internet and cable television service, including installation and hookup charges. Cottage residents shall pay their own gas and electric bills.
- (4) Meals. All apartment residents and cottage residents are provided breakfast each day. Apartment residents are provided one other meal per day (their choice of lunch or dinner). Missed meals may be made up in the month that they are missed (no rollovers month to month). Cottage residents receive 180 meals per year in addition to daily breakfast.
- (5) Housekeeping Services. Trinity Oaks shall furnish housekeeping services to Apartment Residents every two weeks, which shall include cleaning all sinks, tubs, bathroom fixtures, floors, dusting and vacuuming. Trinity Oaks shall furnish Cottage Residents housekeeping services every week, which shall include cleaning all sinks, tubs, bathroom fixtures, floors, dusting and vacuuming. Additional housekeeping services will be available at Resident's expense.
- (6) Laundry. Trinity Oaks shall furnish to Apartment Residents regular flat laundry and bed linen service at such times as shall be stated on a published schedule. Cottage Residents are furnished a washer/ dryer and are responsible for their own laundry.
- (7) Maintenance Services. Trinity Oaks will be responsible for the maintenance and replacement of the property, furnishings and equipment owned or leased by Trinity Oaks for use at Trinity Oaks occurring as a result of normal wear and tear. Resident will be responsible for any damage to such property, furnishings and equipment, including the cost of repair or replacement or the diminution in value thereof, caused by the negligence or intentional acts of Resident or Resident's guests.
- (8) Changes to Living Unit. Any structural or physical change or redecoration of any kind within or outside the Living Unit may be made by Resident only with the prior written consent of the Trinity Oaks Executive Director, and at the sole expense of Resident. Resident shall also pay the appropriate cost necessary to return the Living Unit to its original condition and the cost of redecoration. All such improvements or changes shall be the property of Trinity Oaks.
- (9) Groundskeeping. Trinity Oaks shall maintain and repair the grounds surrounding the Apartments and Cottages and all common areas and grounds, including the lawns, trees, and shrubbery provided by Trinity Oaks. Plantings and customization of landscaped areas by Residents are

subject to approval of the Trinity Oaks Executive Director, and are not maintained by Trinity Oaks staff.

- (10) Programs. Trinity Oaks shall provide recreational, social, spiritual, educational and cultural programs and activities for the Residents of Trinity Oaks, subject to additional charges from time to time for some activities.
- (11) Parking. Trinity Oaks will furnish parking areas for Residents and limited parking for guests of Residents.
- (12) Transportation. Trinity Oaks will provide scheduled local transportation, including transportation for shopping, medical care, and some recreational activities. Some transportation is subject to additional charges.
- (13) Trash Removal. Apartment Residents shall dispose of trash and recyclables in the designated areas on each Apartment floor. Cottage Residents' trash and recyclables shall be placed in approved containers to be collected at curbside according to a printed schedule.
- (14) Pets. Pets are permitted per residence upon the completion of a Pet Agreement and payment of a \$300 non-refundable fee.
- (15) Optional Services. A schedule of fees for services provided at extra cost ("Optional Services") including, but not limited to those Optional Services described above, shall be made available to Resident no later than the date upon which Resident occupies the Living Unit.
- (16) Insurance. Trinity Oaks will maintain general liability insurance but will not be responsible for the personal property of Resident. Residents are encouraged to obtain insurance to cover such liabilities. See Section 7(a)(7) regarding Resident's responsibility for damage to property owned or leased by Trinity Oaks.

Except for those services identified in subsections 7(a)(1) through (16) above as being items which shall be the expense of Resident, charges for the services listed above are included within the Monthly Maintenance Fee described in the Residency Agreement.

(b) Health Care

- (1) Terms of Transfer or Changes in Level of Care. Subject to the terms and conditions set forth in this Agreement, Trinity Oaks agrees to arrange for any needed health care or nursing services through the Assisted Living Center or Trinity Oaks health and rehab, subject to availability of beds, on a priority basis. In the event Trinity Oaks health and rehab has no bed available, services will be arranged at such other health care or nursing facility of similar quality ("Nursing Center"). The Monthly Maintenance

Fee includes a 10% discount on Trinity Oaks health and rehab (or such other Nursing Center if space is not first available at Trinity Oaks health and rehab) then current private pay rates. If a Resident becomes eligible for Medicaid then the 10% discount does not apply. All Residents at Trinity Oaks health and rehab are responsible for their pharmacy copayments. If a temporary stay at Trinity Oaks health and rehab, a Resident will continue to pay the Monthly Maintenance Fee in the Independent Living Unit. If a permanent transfer to Trinity Oaks health and rehab, the Resident will cease paying the Monthly Maintenance Fee when either the apartment or cottage has been totally vacated.

In addition, Trinity Oaks will make available, at Resident's additional expense, the periodic services of other medical professionals as it deems necessary or appropriate. Some of these services will be provided at no additional cost in the form of educational sessions or clinics.

Trinity Oaks assisted living uses a level of care determination process upon admission, every six months and after either a hospital stay or significant health change to determine which services are needed for each Resident. The following levels of care are defined as follows:

Independent-This service level provides accommodation, meals, minimal help with ADLs and residents that self administer medication or minimal help with medication administration, selected additional services such as special dietary planning. Residents in this level are typically independent.

Enhanced Care Services-This level of care provides moderate levels of help with ADLs to residents that can perform part of the activity for him/her, and several additional services including but not limited to, assistance with medications, ambulation, bathing, dressing, grooming, eating, hygiene and toileting. These residents may require some assistance from Licensed Health Professional Support as well as confusion management and/or management of diabetes, skin integrity, and/or fall risk interventions.

Enhanced Care Plus Services-This level of care provides a significant degree of help with ADLs and is geared towards residents who can perform part of the activity and are very frail/impaired or will require several services on a regular basis. These residents may require some assistance from Licensed Health Professional Support as well as confusion management and/or management of diabetes, skin integrity, and/or fall risk interventions.

Maximum Care-This level of care provides assistance to residents that need someone else to complete the task for the resident most of the time. These residents may require extensive assistance with confusion management and/or management of diabetes, skin integrity, and/or fall risk interventions.

- (2) Medical Director. Trinity Oaks assisted living will employ as a consultant to Trinity Oaks a licensed physician (therein referred to as the "Medical Director") to assist in establishing and implementing health care related policies and practices at Trinity Oaks assisted living and to perform such other duties described in this document or prescribed by Trinity Oaks. Expenses for Resident-related physician services are the responsibility of the Resident. Trinity Oaks also will employ licensed personnel to perform all such duties prescribed by the Medical Director within such person's licensed authority.
- (3) Health Care Support Services. Trinity Oaks will make available to the Resident, or make arrangements for, other health care services, including but not limited to, physical therapy, occupational therapy, rehabilitative treatments and equipment, ambulance services, limited pharmacy services, laboratory tests and other health care related services as may be determined by Trinity Oaks. Charges for these health care services will be in addition to the Monthly Maintenance Fee. At various times, free services will be available through educational programs and clinics.
- (4) Emergency Response System. Trinity Oaks will provide, on a twenty-four (24) hour basis, an emergency call system. Such response to a call shall be limited to an evaluation of the needs of the Resident. If additional medical attention is determined necessary, the Resident is responsible for costs by such private physician and such other medical care provider as may be selected by the Resident, including emergency medical transportation. In the event that Resident is admitted to the Assisted Living Center or Trinity Oaks health and rehab after such emergency response, the fees set forth in Sections 7 and 9 shall apply.
- (5) Designation of Practicing Personal Physician. The Resident will be required to designate a local licensed physician as his/her personal physician. The Resident will be responsible for the cost of any personal services of his/her physician or related services requested by the Resident. The Provider may, after occupancy, require the Resident to have other physical examinations by his/ her personal physician or another physician selected by the Provider at Resident's expense.
- (6) Limitations. Health Care accommodations and services shall be made available to Residents of the Living Units on a priority basis, subject to the terms of this document and to all admissions requirements imposed by applicable laws and regulatory procedures.

8. Fees and Other Charges, Admissions, Transfers, Termination

- (a) Entrance Fee

For the right to reside at Trinity Oaks for a period longer than one year as long as all terms and conditions are met, Resident agrees to pay to Trinity Oaks an Entrance Fee described below:

Independent Apartment and Cottage Entrance Fee - 90% Refund Plan: The Entrance Fee is refundable at a minimum of ninety percent (90%). The Entrance Fee is reduced by a one percent (1.0%) at the time of initial occupancy and by one half of one percent (0.5%) per month for the first eighteen (18) months of occupancy after which an ninety percent (90%) refund will be paid to the Resident or the Resident's estate if the Living Unit is vacated. The balance of any Entrance Fees to be reimbursed after termination of the Residency Agreement will be paid by Trinity Oaks after the Living Unit is vacated and the re-occupancy of the Apartment or Cottage.

Independent Apartment and Cottage Entrance Fee - 50% Refund Plan: The Entrance Fee is refundable at a minimum of fifty percent (50%). The Entrance Fee is reduced by a two percent (2.0%) at the time of initial occupancy and by one percent (1.0%) per month for the first forty-eight (48) months of occupancy after which a fifty percent (50%) refund will be paid to the Resident or the Resident's estate if the Living Unit is vacated. The balance of any Entrance Fees to be reimbursed after termination of the Residency Agreement will be paid by Trinity Oaks after the Living Unit is vacated and the re-occupancy of the Apartment or Cottage.

Independent Apartment and Cottage Entrance Fee - Limited Refund Plan: The Entrance Fee is reduced by a four percent (4%) service fee at the time of occupancy and by two percent (2%) per month for the first forty-eight (48) months of occupancy. The Entrance Fee is non-refundable after forty-eight (48) months.

The balance of any Entrance Fees to be reimbursed after termination of the Residency Agreement will be paid by Trinity Oaks after the Living Unit is vacated and reoccupied.

Resident agrees that, subject to the escrow provisions referred to below, notwithstanding any right to a reimbursement for all or any portion of the Entrance Fee as provided in the Residency Agreement, such Entrance Fee, when paid to Trinity Oaks, shall become part of the funds and property of Trinity Oaks, may be commingled with any other funds received by Trinity Oaks, and may be used by Trinity Oaks for any ordinary and necessary purposes related to the operation of Trinity Oaks, including payment of the principal amount and any interest with respect to any loans made to Trinity Oaks. Trinity Oaks reserves the right to run entrance fee incentive programs during the year.

Schedule of Apartment Entrance Fees Effective 3/1/16

INDEPENDENT LIVING	Limited Refund	50% Refund	90% Refund
Studio	\$56,650	\$75,705	\$135,445
One Bedroom	\$66,700	\$88,840	\$159,135
One Bedroom Deluxe	\$70,040	\$93,215	\$166,860
Two Bedroom	\$104,545	\$139,565	\$249,520
2nd Person	\$3,865	\$5,150	\$9,270

Previous Apartment Entrance Fees 8/2/13 -2/29/16

INDEPENDENT LIVING	Limited Refund	50% Refund	90% Refund
Studio	\$55,000	\$73,500	\$131,500
One Bedroom	\$64,750	\$86,250	\$154,500
One Bedroom Deluxe	\$68,000	\$90,500	\$162,000
Two Bedroom	\$101,500	\$135,500	\$242,250
2nd Person	\$3,750	\$5,000	\$9,000

Previous Apartment Fees 1/1/11-8/1/13 (These 80% Refund Plans are no longer available).

Unit Type (80% Refund Plan)	1/1/2011	1/1/2012	1/1/13 - 8/1/13
Studio	\$77,300	\$77,300	\$77,300
One Bedroom	\$90,800	\$90,800	\$90,800
One Bedroom Deluxe	\$95,344	\$95,344	\$95,344
Two Bedroom	\$142,480	\$142,480	\$142,480

Unit Type (Limited Refund Plan)	1/1/2011	1/1/2012	1/1/13 - 8/1/13
Studio	\$57,975	\$57,975	\$57,975
One Bedroom	\$68,100	\$68,100	\$68,100
One Bedroom Deluxe	\$71,508	\$71,508	\$71,508
Two Bedroom	\$106,860	\$106,860	\$106,860

Cottage Entrance Fees Effective 1/1/19

Address	Sq. Ft.	Limited Refund	50% Refund	90% Refund
114CWD	1453	\$99,395	\$132,355	\$236,900
202LL	1674	\$118,193	\$153,000	\$282,220
408TOD	1677	\$118,193	\$153,000	\$282,220
103CWD	1677	\$118,193	\$153,000	\$282,220
111CWD	1677	\$118,193	\$153,000	\$282,220
303MHD	1677	\$118,193	\$153,000	\$282,220
304MHD	1677	\$118,193	\$153,000	\$282,220
316MHD	1687	\$118,193	\$153,000	\$282,220
314MHD	1699	\$118,193	\$153,000	\$282,220
207LL	1713	\$118,193	\$153,000	\$282,220
205LL	1733	\$118,193	\$153,000	\$282,220
107CWD	1765	\$118,193	\$153,000	\$282,220
305CWD	1821	\$132,098	\$176,130	\$315,180
109CWD	1828	\$132,098	\$176,130	\$315,180
402TOD	1861	\$132,098	\$176,130	\$315,180
404TOD	1861	\$132,098	\$176,130	\$315,180
105CWD	1861	\$132,098	\$176,130	\$315,180
101CWD	1861	\$132,098	\$176,130	\$315,180
118CWD	1861	\$132,098	\$176,130	\$315,180
113CWD	1861	\$132,098	\$176,130	\$315,180
302MHD	1861	\$132,098	\$176,130	\$315,180
312MHD	1903	\$132,098	\$176,130	\$315,180
301MHD	1905	\$132,098	\$176,130	\$315,180
307MHD	1909	\$132,098	\$176,130	\$315,180
208LL	1913	\$132,098	\$176,130	\$315,180
310MHD	1915	\$132,098	\$176,130	\$315,180
116CWD	1916	\$132,098	\$176,130	\$315,180
115CWD	2044	\$132,098	\$176,130	\$315,180
204LL	2077	\$132,098	\$176,130	\$315,180
206LL	2077	\$132,098	\$176,130	\$315,180
311MHD	2089	\$132,098	\$176,130	\$315,180
309MHD	2092	\$132,098	\$176,130	\$315,180
406TOD	2095	\$132,098	\$176,130	\$315,180
104CWD	2250	\$173,813	\$231,750	\$393,975
120CWD	2309	\$173,813	\$231,750	\$393,975
106CWD	2318	\$173,813	\$231,750	\$393,975
306MHD	2318	\$173,813	\$231,750	\$393,975
308MHD	2318	\$173,813	\$231,750	\$393,975
212LL	2545	\$173,813	\$231,750	\$393,975
102CWD	2589	\$173,813	\$231,750	\$393,975
108CWD	2932	\$178,813	\$231,750	\$393,975
210LL	3049	\$173,813	\$231,750	\$393,975
2nd Person		\$5,410	\$7,210	\$12,875

Cottage Entrance Fees Effective 3/1/16 – 12/31/18

Address	Sq. Ft.	Limited Refund	50% Refund	90% Refund
114CWD	1453	\$99,395	\$132,355	\$236,900
202LL	1674	\$118,193	\$153,000	\$282,220
408TOD	1677	\$118,193	\$153,000	\$282,220
103CWD	1677	\$118,193	\$153,000	\$282,220
111CWD	1677	\$118,193	\$153,000	\$282,220
303MHD	1677	\$118,193	\$153,000	\$282,220
304MHD	1677	\$118,193	\$153,000	\$282,220
316MHD	1687	\$118,193	\$153,000	\$282,220
310MHD	1699	\$118,193	\$153,000	\$282,220
314MHD	1699	\$118,193	\$153,000	\$282,220
207LL	1713	\$118,193	\$153,000	\$282,220
205LL	1733	\$118,193	\$153,000	\$282,220
107CWD	1765	\$118,193	\$153,000	\$282,220
305CWD	1821	\$132,098	\$176,130	\$315,180
115CWD	1828	\$132,098	\$176,130	\$315,180
109CWD	1828	\$132,098	\$176,130	\$315,180
402TOD	1861	\$132,098	\$176,130	\$315,180
404TOD	1861	\$132,098	\$176,130	\$315,180
406TOD	1861	\$132,098	\$176,130	\$315,180
105CWD	1861	\$132,098	\$176,130	\$315,180
101CWD	1861	\$132,098	\$176,130	\$315,180
118CWD	1861	\$132,098	\$176,130	\$315,180
120CWD	1861	\$132,098	\$176,130	\$315,180
113CWD	1861	\$132,098	\$176,130	\$315,180
204LL	1861	\$132,098	\$176,130	\$315,180
206LL	1861	\$132,098	\$176,130	\$315,180
302MHD	1861	\$132,098	\$176,130	\$315,180
312MHD	1903	\$132,098	\$176,130	\$315,180
301MHD	1905	\$132,098	\$176,130	\$315,180
307MHD	1909	\$132,098	\$176,130	\$315,180
208LL	1913	\$132,098	\$176,130	\$315,180
116CWD	1916	\$132,098	\$176,130	\$315,180
311MHD	2089	\$132,098	\$176,130	\$315,180
309MHD	2092	\$132,098	\$176,130	\$315,180
104CWD	2250	\$173,813	\$231,750	\$393,975
106CWD	2318	\$173,813	\$231,750	\$393,975
306MHD	2318	\$173,813	\$231,750	\$393,975
308MHD	2318	\$173,813	\$231,750	\$393,975
212LL	2545	\$173,813	\$231,750	\$393,975
102CWD	2589	\$173,813	\$231,750	\$393,975
210LL	2797	\$173,813	\$231,750	\$393,975
108CWD	2860	\$173,813	\$231,750	\$393,975
2nd Person		\$5,410	\$7,210	\$12,875

Previous Cottage Entrance Fees 8/2/13-2/29/16

Address	Sq. Ft.	Limited Refund	50% Refund	90% Refund
114CWD	1453	\$96,500	\$128,500	\$230,000
202LL	1674	\$114,750	\$157,590	\$274,000
408TOD	1677	\$114,750	\$157,590	\$274,000
103CWD	1677	\$114,750	\$157,590	\$274,000
111CWD	1677	\$114,750	\$157,590	\$274,000
303MHD	1677	\$114,750	\$157,590	\$274,000
304MHD	1677	\$114,750	\$157,590	\$274,000
316MHD	1687	\$114,750	\$157,590	\$274,000
310MHD	1699	\$114,750	\$157,590	\$274,000
314MHD	1699	\$114,750	\$157,590	\$274,000
207LL	1713	\$114,750	\$157,590	\$274,000
205LL	1733	\$114,750	\$157,590	\$274,000
107CWD	1765	\$114,750	\$157,590	\$274,000
305CWD	1821	\$128,250	\$171,000	\$306,000
115CWD	1828	\$128,250	\$171,000	\$306,000
109CWD	1828	\$128,250	\$171,000	\$306,000
402TOD	1861	\$128,250	\$171,000	\$306,000
404TOD	1861	\$128,250	\$171,000	\$306,000
406TOD	1861	\$128,250	\$171,000	\$306,000
105CWD	1861	\$128,250	\$171,000	\$306,000
101CWD	1861	\$128,250	\$171,000	\$306,000
118CWD	1861	\$128,250	\$171,000	\$306,000
120CWD	1861	\$128,250	\$171,000	\$306,000
113CWD	1861	\$128,250	\$171,000	\$306,000
204LL	1861	\$128,250	\$171,000	\$306,000
206LL	1861	\$128,250	\$171,000	\$306,000
302MHD	1861	\$128,250	\$171,000	\$306,000
312MHD	1903	\$128,250	\$171,000	\$306,000
301MHD	1905	\$128,250	\$171,000	\$306,000
307MHD	1909	\$128,250	\$171,000	\$306,000
208LL	1913	\$128,250	\$171,000	\$306,000
116CWD	1916	\$128,250	\$171,000	\$306,000
311MHD	2089	\$128,250	\$171,000	\$306,000
309MHD	2092	\$128,250	\$171,000	\$306,000
104CWD	2250	\$168,750	\$225,000	\$382,500
106CWD	2318	\$168,750	\$225,000	\$382,500
306MHD	2318	\$168,750	\$225,000	\$382,500
308MHD	2318	\$168,750	\$225,000	\$382,500
212LL	2545	\$168,750	\$225,000	\$382,500
102CWD	2589	\$168,750	\$225,000	\$382,500
210LL	2797	\$168,750	\$225,000	\$382,500
108CWD	2860	\$168,750	\$225,000	\$382,500
2nd Person		\$5,250	\$7,000	\$12,500

Article 64 of Chapter 58 of the General Statutes of North Carolina includes a requirement that Residents' Entrance Fees received by Trinity Oaks be placed in an escrow account as specified in the statutes. Facilities that have met pre-sales or occupancy requirements as outlined in NCGS 58-64-35(a)(2)a, are not required To escrow Entrance Fees, unless otherwise required by the Commissioner of Insurance. Trinity Oaks has met these particular requirements and is no longer escrowing Entrance Fees.

(b) Monthly Maintenance Fee, Other Charges

Resident shall pay to Trinity Oaks by the 10th day of each month after occupancy commences a Monthly Maintenance Fee. An additional Resident shall pay a Second Resident Fee. The Monthly Maintenance Fee for any part of a month occurring at the beginning of occupancy shall be prorated and become due and payable upon occupancy.

Schedule of Monthly Maintenance Fees (January 1, 2015 - December 31, 2015)

Unit Type	Monthly Fee	Additional for
Independent Living Units:	Single Resident	Second Resident
Studio	\$1,710	N/A
One Bedroom	\$2,147	\$942
One Bedroom Deluxe	\$2,490	\$942
One Bedroom Deluxe (new floor plan)	\$2,296	\$942
Two Bedroom	\$2,740	\$942
Cottage	\$2,954	\$1,051
Cottage (Freedom Plan)*	\$1,657	\$229
Cottage (Unbundled Plan)*	\$2,306	\$688

Assisted Living

Standard	\$4,799	N/A
Enhanced Care Services	\$5,164	N/A
Enhanced Care Plus Services	\$5,529	N/A
Maximum Care	\$5,894	N/A

*Limited service plan with no nursing care days. Groundskeeping and cottage maintenance are the two services included in this plan. Ended 10/1/13.

**Please see Attachment 6.

Schedule of Monthly Maintenance Fees (January 1, 2016 - December 31, 2016)

Unit Type	Monthly Fee	Additional for
Independent Living Units:	Single Resident	Second Resident
Studio	\$1,761	N/A
One Bedroom	\$2,211	\$970
One Bedroom Deluxe	\$2,565	\$970
One Bedroom Deluxe (new floor plan)	\$2,365	\$970
Two Bedroom	\$2,822	\$970
Cottage	\$3,043	\$1,083
Cottage (Freedom Plan)*	\$1,707	\$236
Cottage (Unbundled Plan)*	\$2,375	\$709

Assisted Living

Standard	\$4,943	N/A
Enhanced Care Services	\$5,308	N/A
Enhanced Care Plus Services	\$5,673	N/A
Maximum Care	\$6,038	N/A

*Limited service plan with no nursing care days. Groundskeeping and cottage maintenance are the two services included in this plan. Ended 10/1/13.

**Please see Attachment 6.

Schedule of Monthly Maintenance Fees (January 1, 2017 - December 31, 2017)

Unit Type	Monthly Fee	Additional for
Independent Living Units:	Single Resident	Second Resident
Studio	\$1,814	N/A
One Bedroom	\$2,277	\$999
One Bedroom Deluxe	\$2,642	\$999
One Bedroom Deluxe (new floor plan)	\$2,436	\$999
Two Bedroom	\$2,907	\$999
Cottage	\$3,134	\$1,115
Cottage (Freedom Plan)*	\$1,758	\$243
Cottage (Unbundled Plan)*	\$2,446	\$730

Assisted Living

Standard	\$5,091	N/A
Enhanced Care Services	\$5,456	N/A
Enhanced Care Plus Services	\$5,821	N/A
Maximum Care	\$6,186	N/A

*Limited service plan with no nursing care days. Groundskeeping and cottage maintenance are the two services included in this plan. Ended 10/1/13.

**Please see Attachment 6,

Schedule of Monthly Maintenance Fees (January 1, 2018 - December 31, 2018)

Unit Type Independent Living Units:	Monthly Fee Single Resident	Additional for Second Resident
Studio	\$1,868	N/A
One Bedroom	\$2,345	\$1,029
One Bedroom Deluxe	\$2,509	\$1,029
Two Bedroom	\$2,994	\$1,029
Cottage	\$3,228	\$1,148
Cottage (Freedom Plan)*	\$1,811	\$250
Cottage (Unbundled Plan)*	\$2,520	\$750

Assisted Living

Standard	\$5,244	N/A
Enhanced Care Services	\$5,609	N/A
Enhanced Care Plus Services	\$5,974	N/A
Maximum Care	\$6,339	N/A

*Limited service plan with no nursing care days. Groundskeeping and cottage maintenance are the two services included in this plan. Ended 10/1/13.

**Please see Attachment 6.

Schedule of Monthly Maintenance Fees (January 1, 2019 - December 31, 2019)

Unit Type Independent Living Units:	Monthly Fee Single Resident	Additional for Second Resident
Studio	\$1,924	N/A
One Bedroom	\$2,415	\$1,060
One Bedroom Deluxe	\$2,584	\$1,060
Two Bedroom	\$3,084	\$1,060
Cottage	\$3,325	\$1,182
Cottage (Freedom Plan)*	\$1,865	\$258
Cottage (Unbundled Plan)*	\$2,596	\$773

Assisted Living

Standard	\$5,401	N/A
Enhanced Care Services	\$5,766	N/A
Enhanced Care Plus Services	\$6,131	N/A
Maximum Care	\$6,496	N/A

*Limited service plan with no nursing care days. Groundskeeping and cottage maintenance are the two services included in this plan. Ended 10/1/13.

**Please see Attachment 6.

Extra Charges:

- Notary Services - \$5.00 per stamp
- Typing - \$2.00 per page
- Delivery of Meals- \$3.00 per meal
- Personal Laundry - \$5.00 per load
- Transportation Charges – See page 40
- Unscheduled housekeeping - \$15.00 per hour, ½ hour minimum at \$7.50
- Extra Maintenance - \$20.00 per hour, ½ hour minimum at \$10.00

Changes in Monthly Fees for the Previous Five Years - 2015-2019

Assisted Living:	2015	2016	2017	2018	2019
Average % Increase	3.00%	3.00%	3.00%	3.00%	3.00%
Average \$ Increase	\$140	\$144	\$148	\$153	\$

Independent Living:	2015	2016	2017	2018	2019
Average % Increase	3.00%	3.00%	3.00%	3.00%	3.00%
Average \$ Increase					
Studio	\$50	\$51	\$53	\$54	\$56
1 Bedroom	\$67	\$64	\$66	\$68	\$70
1 Bedroom Deluxe	\$73	\$69	\$71	\$73	\$75
2 Bedroom	\$80	\$82	\$85	\$87	\$90
2nd Occupant Apartment	\$27	\$28	\$29	\$30	\$31
Cottage	\$86	\$89	\$91	\$94	\$97
2nd Occupant Cottage	\$31	\$32	\$32	\$33	\$34

Trinity Oaks may from time to time, at its sole discretion and upon sixty (60) days prior written notice to Resident, increase or decrease the Monthly Maintenance Fee to cover the cost of maintaining the services and to maintain the financial integrity of Trinity Oaks, including maintaining adequate reserve funds. Residents can generally anticipate an annual increase in monthly maintenance fees of 4-6% based on inflation, health care inflation, market conditions, insurance increases, rising expenses, etc. It is agreed that monthly payments for residency and care shall continue during any temporary absence from Trinity Oaks. However, if Resident is voluntarily absent from Trinity Oaks for seven (7) or more consecutive days, a daily meal credit in an amount to be published from time to time by Trinity Oaks will apply from the first day of absence, provided that Resident has given Trinity Oaks prior written notice of such absence. Fees for additional and optional services may be increased or decreased at Trinity Oaks' discretion without such notice.

(c) Nursing Home Fees and Charges

Trinity Oaks will obtain and publish, from time to time, daily rates from Trinity Oaks health and rehab, for assisted living, and nursing care services provided by the Nursing Center.

If a Resident is admitted to Trinity Oaks health and rehab (or any other nursing center if space is not first available at Trinity Oaks health and rehab), the Resident will continue to pay the Monthly Maintenance Fee for his/her Independent or Assisted Living Unit. The Resident will receive a 10% discount on Trinity Oaks health and rehab at then current private pay rates. Only when services cannot be provided by Trinity Oaks health and rehab will services at another nursing center be covered by this 10% discount. When eligible for Medicare benefits, Medicare pays first for health care. When benefits are no longer applicable, the 10% discount will apply. If a Resident becomes eligible for Medicaid then the 10% discount does not apply. All Residents at Trinity Oaks health and rehab are responsible for their pharmacy copayments.

If a transfer to the Trinity Oaks health and rehab is determined likely to be permanent in accordance with Section 7(b) of this document, then the Resident will continue payment of the Monthly Maintenance Fee up to the point that the Apartment or Cottage is vacated including the return of the keys to the residence, entrance door cards, personal pendant(s), and garage door opener, if applicable. However, in such an event, a reduction in the Monthly Maintenance Fee will be made in an amount determined by Trinity Oaks to eliminate, where possible, the duplication of services and charges to the Resident.

- (d) Additional Charges. Resident also agrees to pay on demand any and all additional amounts which may become due under the Residency Agreement, and any and all charges for additional or optional services provided to the Resident. (See Section 11, Personal Belongings.)
- (e) Monthly Statements. Trinity Oaks will furnish the Resident with a monthly statement showing the total amount of the Monthly Maintenance Fee and all other charges owed by the Resident. Fees and other charges will be due and payable by the tenth (10th) day of each month. Late payments will be assessed a penalty of twenty-five dollars (\$25).
- (f) Inability to Pay. Resident agrees that in the event he/she shall become unable to pay the Monthly Maintenance Fee, or any part thereof, Trinity Oaks may, at its sole discretion, credit such fees or charges against any amounts which Trinity Oaks would be required to reimburse to Resident under the provisions of Section 8 of this document. It is the declared policy of Trinity Oaks to operate as a charitable, not-for-profit organization and not to terminate the residency of Resident solely by reason of financial inability of Resident to pay the total Monthly Maintenance Fee or any other fees or charges assessed under the Residency Agreement, even though

Resident's right to reimbursement of any portion of the Entrance Fee has been extinguished by reason of the credits referred to above, so long as the following conditions have been met: (i) in the sole discretion of Trinity Oaks, the ability of Trinity Oaks to operate on a sound financial basis is not impaired; and (ii) after entering into the Residency Agreement, Resident shall not, without Trinity Oaks' prior written consent, have impaired his ability to meet financial obligations to Trinity Oaks, and (iii) Resident has applied for and documented justification for special financial consideration.

(g) Terms of Residence

- (1) Permitted Occupants. The Resident(s) and no other person(s) shall reside in or occupy the Living Unit during the term of the Residency Agreement, except with the express prior written approval of Trinity Oaks. If a second occupant, including a resident marrying a new spouse, who is not party to the Residency Agreement is accepted for residency after the date of the Residency Agreement, such acceptance shall be subject to completion of application materials, approval by the Admissions Committee, and admissions policies then governing all other admissions. Trinity Oaks may charge a new occupant an Entrance Fee of up to two-thirds (2/3) of the then current Entrance Fee for the residence to be occupied at its sole discretion. If such second occupant does not meet the requirements for residency, or if such second occupant does not execute a Residency Agreement, such second occupant shall not be permitted to occupy the Living Unit. Trinity Oaks' decision as to such second occupant's residency shall be at Trinity Oaks' sole discretion. Resident may terminate the Residency Agreement as provided therein. If two residents marry and decide to live in one of the two current Living Units, they would pay the two-person Monthly Maintenance Fee for the Living Unit. The surrendered Living Unit's refund would be paid according to the refund policy in 8(a) under Entrance Fees. If both Residents surrender their Living Units and move to a different Living Unit, an additional Entrance Fee may or may not be required as defined in the Transfers Section 8(g)(2). This will be determined based on the size of the Living Unit they are moving into and the size of the Living Units they are vacating. A revised contract will be signed by the couple, outlining the terms of any refund.
- (2) Transfers. Should a Resident desire to transfer to another Apartment or Cottage he/she must notify the Executive Director in writing. Following receipt of this request, Resident shall be granted an option to move to the next available Apartment or Cottage of the size requested, subject to the Executive Director satisfying prior, similar requests of other Residents, and subject to the rights other Residents may have in their Residency Agreements.

If the Entrance Fee for the new apartment or cottage is higher than the Entrance Fee paid by the Resident for their original accommodation, the Resident will pay the difference between then-current Entrance Fee for the smaller accommodation from which the Resident is moving and the then-current Entrance Fee for the larger accommodation into which the Resident is moving. The Resident will be responsible for paying the difference in these two Entrance Fees prior to occupancy. When the contract is terminated, the amount of the refund, if any, will be based on the total Entrance Fee paid.

The Resident acknowledges and agrees that any such difference required to be paid toward the Entrance Fee will be deemed to be included in the original Entrance Fee as of the Effective Date and will be subject to the terms and conditions of this Agreement regarding refunds in the same manner as any portion of the original Entrance Fee paid by the Resident.

If the Resident elects to move to a smaller residence, the Resident will not be entitled to any refund of the Entrance Fee as a result of the move. When the contract is terminated, the amount of the refund, if any, will be based on the total Entrance Fee paid.

With all transfers, the Monthly Maintenance Fee for the month in which the move takes place shall be prorated to reflect the percentage of the month that the Resident spends in each type of residence. When transferring, the Resident shall pay the then current Monthly Maintenance Fee. With all transfers, there will be an up-fitting charge of up to \$5,000, for the vacated residence. Resident will move all furnishings and belongings to the new residence within 30 days of the established occupancy date for the new residence. Any moving expense and service connections for phone will be the responsibility of the Resident.

- (3) Death or Transfer of One Resident. If one of multiple Residents occupying a Living Unit dies, moves out or is permanently transferred to Trinity Oaks health and rehab, or any other nursing center, the remaining Resident(s) may elect to continue to occupy that Living Unit at the applicable occupancy rate then in effect.
- (4) Procedure. In the event it is determined that the Resident requires a permanent transfer or change in the level of care and accommodations at Trinity Oaks, the Resident hereby agrees to make such a change. Such determination of a change will be made by and based on the professional opinion of the resident's personal physician, the Director of Community Relations, the Executive Director and if needed, other health care support staff of Trinity Oaks. Such a decision to transfer the Resident will be made only after consultation to the extent possible with the Resident, the

representatives of the Resident's family or sponsor, and the Resident's physician.

- (5) Transfer Outside Trinity Oaks. If it is determined by the Director of Community Relations, the Executive Director and if needed, other health care support staff that the Resident needs care beyond the scope of the facility and personnel of Trinity Oaks, the Resident will be transferred to a qualified hospital, nursing center or institution equipped to give such care, at the expense of the Resident. Such transfer of the Resident will be made only after consultation to the extent possible with the Resident, a representative of the Resident's family or sponsor, and the Resident's physician.
- (6) Medical/Mental Condition. Trinity Oaks is not designed or licensed to care for persons who have certain medical or mental conditions or suffer from certain contagious or dangerous diseases. If it is determined by the Director of Community Relations, the Executive Director and if needed, other health care support staff,, using standard legal/medical and acceptable evaluation procedures, that a Resident suffers from a medical or mental condition, so that a Resident's continuing presence at Trinity Oaks is detrimental to the health or safety of the Resident or other Residents, then the Resident may be transferred to an institution capable of administering such care and his/her Apartment or Cottage shall be assigned to others, subject to the rights of any remaining second Apartment or Cottage Resident. In such situations, the expenses of such institution will be the responsibility of the Resident. The final determination will be at the discretion of the Executive Director. (Also see Section 11, Personal Belongings.)
- (7) Release/Readmission. If a determination is made by the Director of Community Relations, the Executive Director and if needed, other health care support staff, that any such transfer or change described in this Section will likely be permanent in nature, the Resident hereby agrees to release his/her rights and use of the Apartment or Cottage, subject to the rights of any remaining second Apartment or Cottage Resident (according to the provisions of the Residency Agreement). If however, the Resident's physician, the Director of Community Relations, the Executive Director and if needed, other health care support staff, subsequently determine that the Resident can resume occupancy in accommodations equivalent to those previously occupied by the Resident, the Resident shall have priority to such accommodations as soon as they become available, with no additional Entrance Fee unless the Entrance Fee has been refunded under the provisions described in Section 8.

- (h) Termination.

- (1) Statutory 30-Day Period. The Residency Agreement may be rescinded by Resident at any time within thirty (30) days following the later of the date of execution of the Residency Agreement or the receipt by Resident of the Disclosure Statement (the "Disclosure Statement") required by Article 64 of Chapter 58 of the North Carolina General Statutes. During this thirty (30) day period, Resident shall not be required to move into Trinity Oaks. If such rescission is made, any money or property paid or transferred to Trinity Oaks, except those periodic charges specified in the Residency

Agreement and applicable only to such period as the Living Unit was actually occupied by the Resident, shall be returned in full to the Resident or to the party who made the payment or payments on behalf of the Resident, except for a non-refundable processing fee of 2% of the Apartment or Cottage Entry Fee and any nonstandard costs (including custom selections and upgrades) specifically incurred by Trinity Oaks at the request of the Resident and described in the Residency Agreement or an amendment to it signed by the resident. Thereafter neither party shall have any further obligation or duty to the other. Reimbursement due the Resident will be made within 90 days of written notification of rescission by Resident.

- (2) Death or Illness Before Occupancy. If Resident dies before occupying a Living Unit or if, on account of illness, injury or incapacity, Resident is precluded from occupying a Living Unit under the terms of the Residency Agreement, the Residency Agreement is automatically canceled and Resident or his legal representative shall receive a refund of all money or property paid or transferred to Trinity Oaks, less (i) those nonstandard costs (including Major Options, custom selections and upgrades, and requested change orders for a Cottage), specifically incurred by Trinity Oaks at the request of the Resident and described in the Residency Agreement or an amendment to it signed by the Resident and (ii) the non-refundable processing fee of \$1,000 of the basic Cottage or Apartment Entrance Fee. All other refunds due the Resident will be made within 90 days of written notification by resident or his/her legal representative.

- (3) Termination by Resident After Statutory 30-Day Period. After the expiration of the statutory thirty (30) days beginning with the first full calendar day following the execution of the Residency Agreement, and before Resident has begun occupancy in Trinity Oaks, Resident may terminate the Residency Agreement for reasons other than (i) death, or (ii) illness, injury or other incapacity which would make it appropriate for Trinity Oaks to accept the Resident's occupancy in the Living Unit. Resident will receive a refund of all money or property paid or transferred to Trinity Oaks, less those nonstandard costs (custom selections and upgrades), specifically incurred by Trinity Oaks at the request of the Resident and described in the Residency Agreement or an amendment to it

signed by the Resident and the non-refundable processing fee equal to two percent (2%) of the basic Cottage or Apartment Entrance Fee. All other refunds due the Resident will be made within 90 days of notification by Resident or his/her legal representative.

- (4) Termination by Resident After Occupancy. After occupancy, subject to the provisions of Section 8 hereof, Resident may terminate this Residency Agreement by giving written notice to Trinity Oaks no less than ninety (90) days before Resident intends to move out of Trinity Oaks. Resident is responsible to pay Monthly Maintenance Fees during the 90-day period, or until the Living Unit is vacated, whichever occurs last.
- (5) Termination by Trinity Oaks. Trinity Oaks may, subject to the provisions of Section 8 hereof, upon notice and opportunity to cure as stated in this document, revoke Resident's right to reside at Trinity Oaks and terminate the Residency Agreement upon the occurrence of any default by the Resident in meeting the covenants, warranties, representations, and terms of Residency provided for in this Disclosure Statement. Trinity Oaks may also terminate this Agreement at any time for any good cause. Good cause shall be limited to:
1. Proof that you are a danger to yourself or others;
 2. Nonpayment by you of any fee due to the Community;
 3. Repeated conduct by you that interferes with other residents' quiet enjoyment of the Community;
 4. Persistent refusal by you to comply with the reasonable written rules and regulations of the Community;
 5. Material misrepresentation made intentionally or recklessly by you in your application for residency, or related materials regarding information which, if accurately provided, would have resulted in either a failure of you to qualify for residency or a material increase in the cost of providing to you the care and services provided under this Agreement, including with respect to those items referred to in Section 6.
 6. Material breach by you of this Agreement.

However, we shall not terminate the Agreement as provided herein until we give you written notice of, and a reasonable opportunity to cure within a reasonable period, the conduct warranting the cancellation of this Agreement.

- (6) Notice and Right to Cure. Once Resident has occupied the Living Unit, Trinity Oaks shall give Resident notice in writing of any default by Resident which may not involve the payment of money and Resident shall have thirty (30) days thereafter within which to correct such default. If Resident corrects such default within such time, the Residency Agreement shall not

then be terminated. If Resident fails to correct such default within such time, Trinity Oaks may, at its sole option, terminate the Residency Agreement at the expiration of the thirty (30) day period.

(7) Death of Resident After Occupancy. In the event of the death of Resident after occupancy, the Residency Agreement shall be subject to termination as follows:

(i) If there is only one Resident occupying the Living Unit, the Residency Agreement shall be automatically terminated as of the date of death of such Resident or the date thereafter upon which all of Resident's property is removed from the Living Unit, all keys, pendant, entrance slide and garage door opener (if applicable) have been turned in to the Director of Resident Services. The Monthly Maintenance Fee shall automatically be terminated at this point. Resident's Estate is responsible for any payment due Trinity Oaks. Resident's Entrance Fee is subject to refund as provided in Section 8.

(ii) If there is more than one Resident occupying the Living Unit, the second person shall have the option of continuing to reside in the Living Unit at the single person rate. The original Residency Agreement will terminate at the death of the first Resident and a new Residency Agreement will be signed by the remaining Resident. If the second Resident elects to terminate the original Residency Agreement, Trinity Oaks must receive a written notice of such election within sixty (60) days after the date of the first Resident's death. The Monthly Maintenance Fee shall continue until the removal of all Resident's property, all keys, pendant, entrance slide and garage door opener (if applicable) are turned in to the Director of Resident Services. The surviving Resident's Entrance Fee is subject to refund as provided in Section 8.

(i) Reimbursement of Entrance Fee.

(1) Amount. If, after Resident has commenced occupancy, Resident or Trinity Oaks terminates the Residency Agreement, or in the event of the death of the Resident, Resident (or Resident's estate) will be reimbursed as follows:

Independent Apartment and Cottage Residents - 90% Refund Plan: The Entrance Fee is refundable at a minimum of ninety percent (90%). The Entrance Fee is reduced by a one percent (1.0%) at the time of initial occupancy and by one half of one percent (0.5%) per month for the first eighteen (18) months of occupancy after which an ninety percent (90%) refund will be paid to the Resident or the Resident's estate if the Living Unit

is vacated. The balance of any Entrance Fees to be reimbursed after termination of the Residency Agreement will be paid by Trinity Oaks after the Living Unit is vacated and the re-occupancy of the Apartment or Cottage.

Independent Apartment and Cottage Residents - 50% Refund Plan: The Entrance Fee is refundable at a minimum of fifty percent (50%). The Entrance Fee is reduced by a two percent (2.0%) at the time of initial occupancy and by one percent (1.0%) per month for the first forty-eight (48) months of occupancy after which a fifty percent (50%) refund will be paid to the Resident or the Resident's estate if the Living Unit is vacated. The balance of any Entrance Fees to be reimbursed after termination of the Residency Agreement will be paid by Trinity Oaks after the Living Unit is vacated and the re-occupancy of the Apartment or Cottage.

Independent Apartment and Cottage Residents - Limited Refund Plan: The Entrance Fee is reduced by a four percent (4%) service fee at the time of occupancy and by two percent (2%) per month for the first forty-eight (48) months of occupancy. The Entrance Fee is non-refundable after forty-eight (48) months. The balance of any Entrance Fees to be reimbursed after termination of the Residency Agreement will be paid by Trinity Oaks after the Living Unit is vacated and the re-occupancy of the Apartment or Cottage.

In addition, Trinity Oaks will retain as reimbursement for previously incurred expenses on behalf of the Resident, a sum equal to:

- (i) The amount of medical expenses incurred by Trinity Oaks for Resident's care during the term of his/her residency, unpaid by Resident at date of termination;
 - (ii) The amount of any Monthly Maintenance Fee or other sums owed by Resident to Trinity Oaks under the Residency Agreement;
 - (iii) The amount of any Monthly Maintenance Fee, the collection of which may have been deferred by Trinity Oaks on behalf of Resident under Section 8(f) hereof; and
 - (iv) The cost of any extraordinary repairs or refurbishing with respect to the Living Unit, including entry and doors, or any alterations required to restore the Living Unit to standard design or condition.
- (2) Time of Payment. Subject to clauses of Section 8, the balance of the Entrance Fee to be reimbursed to the Resident after termination of the Residency Agreement (or to the Resident's estate upon death) will be paid by Trinity Oaks after the Living Unit is vacated and reoccupied.

- (3) Multiple Residents. It is understood that when two or more persons are named in the Residency Agreement, reimbursement of the refundable portion of the Entrance Fee will be made only after the termination of the Residency Agreement in accordance with Section 8.
 - (4) Accounting. An accounting shall be provided to Resident or Resident's legal representative upon reimbursement of the Entrance Fee, as provided in this document.
9. Required Health Insurance Coverage. Resident shall maintain Medicare Part A, Medicare Part B and one supplemental health insurance policy or maintain equivalent insurance coverage comparable to Medicare and approved by the Executive Director to assure Resident's ability to cover such health care related costs, and shall furnish to Trinity Oaks evidence of such coverage as it may from time to time request. In the event Resident is not eligible or does not qualify for Medicare Part A or Part B, Resident shall maintain other health insurance approved by Trinity Oaks. If insurance coverage is provided through a managed health care policy, terms of the policy may dictate where the Resident may receive health care services. If insurance coverage is not maintained, or if Resident refuses medical treatment, which, in the opinion of Resident's attending physician or the Medical Director is medically required for the health of the Resident or the health or safety of other Residents of Trinity Oaks, the Executive Director may terminate Resident's right to reside at Trinity Oaks and terminate the Residency Agreement as provided in Section 8.
10. Funeral Expenses. Trinity Oaks will not be liable for the cost of the burial of the Resident. The costs of burial and related services shall be paid for by the Resident's estate, the Resident's relatives, or other agent designated by the Resident.
11. Personal Belongings. Jewelry and personal possessions or effects brought into Trinity Oaks by the Resident will remain the property of the Resident. Trinity Oaks will not be responsible for the loss or theft thereof. Resident shall, prior to occupancy of the Apartment or Cottage, make provisions in a last will and testament for the final disposition of his/her furniture and possessions located at Trinity Oaks, for burial and payment of funeral expenses and for the appointment of a personal representative; and shall deliver to the Director of Community Relations a copy of the pertinent provisions of Resident's Last Will and Testament at the time he/she commences occupancy. If removal of Resident's property is not accomplished within thirty (30) days after termination of residency, Trinity Oaks may remove and place in storage with a bonded moving or storage company, all of Resident's property and possessions, and Resident or Resident's estate, as the case may be, shall be charged for all costs associated with the storage. Trinity Oaks shall not be responsible for the loss of, or damage to, any property belonging to the Resident due to theft, mysterious disappearance, fire or any other cause. The Resident maintains the responsibility for obtaining desired insurance protection covering any liability.
12. Indebtedness to Trinity Oaks and LSC Affiliates. To the extent allowed by applicable law, Trinity Oaks and other LSC affiliates shall have a preferred claim against the estate of the

Resident for any care furnished or for any funds which may be advanced for the residency or care of the Resident which may remain unpaid, and any personal property, or real estate which the Resident owns shall stand as security for and is hereby pledged to the payment of any unpaid claims due to Trinity Oaks and other LSC affiliates. To the extent allowed by applicable law, the Resident for himself/herself, his/her heirs and legal representatives, hereby waives any and all claims which the Resident might have to exemption and agrees that these personal assets shall be liable for any debts owed Trinity Oaks and other LSC affiliates by Resident.

13. Casualty Loss, Condemnation.

- (a) Total Destruction. If Resident's Apartment or Cottage at Trinity Oaks is totally destroyed or damaged by fire or other casualty not occurring through fault or negligence of Trinity Oaks or those employed by or acting for Trinity Oaks, that the same cannot be repaired and restored within a period of ninety (90) days, the Residency Agreement shall absolutely cease and terminate, and the Monthly Maintenance Fee shall abate for the balance of the term as of the date of the casualty. Trinity Oaks will maintain property insurance coverage to cover the building and contents losses sustained because of the necessary termination of operations from an insured peril.
- (b) Partial Destruction. If the damage caused as described in Section 13(a) above is only partial, so that the Resident's Apartment or Cottage can be reasonably restored within a period of ninety (90) days to its condition prior to the partial destruction, Trinity Oaks may, at its option, terminate the Residency Agreement, provide alternative temporary housing, or restore Trinity Oaks to such condition reserving the right to enter the Apartment or Cottage for that purpose. In any event, the Monthly Maintenance Fee shall be reduced during the time Trinity Oaks is in possession, taking into account the extent that the Apartment or Cottage is rendered untenable and the duration of Trinity Oaks' possession. Trinity Oaks will maintain business income and extra expense insurance coverage to cover losses sustained because of the necessary suspension of operations from an insured peril.
- (c) Condemnation. If Trinity Oaks is taken or condemned for a public or quasi-public use or a deed in lieu is given, in whole or in part, so that Trinity Oaks can no longer be operated reasonably in the opinion of Trinity Oaks' Board of Directors, the Residency Agreement shall terminate as the date title shall rest in the condemner, and the Monthly Maintenance Fee shall abate. In the event of condemnation, the Resident waives all claims against Trinity Oaks, and Resident agrees that he/she will not make or be entitled to any claim or recovery against the condemning authority.

14. Government Eligibilities. Should either Trinity Oaks or the Resident be eligible for federal, state or other funds on behalf of the Resident, nothing in the Residency Agreement shall be construed so as to make either party ineligible for such funds, and the Resident expressly waives any provision in the Residency Agreement which might now or hereafter be in

conflict with any federal, state or other law or regulations, and agrees to apply for and cooperate in obtaining such benefits.

15. Liability of Trinity Oaks. The death of the Resident will cancel any and all obligations or liability of Trinity Oaks under the terms of the Residency Agreement.
16. Rights of Management. The absolute rights of management are reserved by Trinity Oaks. Trinity Oaks reserves the right to accept or reject any person for residency. The rights of the Residents do not include any right to participate in the management of Trinity Oaks, to determine admissions or terms of admission of any other Resident, to alter common areas within Trinity Oaks, or to make unapproved alterations to their Apartment or Cottage.
17. Durable Power of Attorney. Resident agrees to execute under seal and maintain in effect a Durable Power of Attorney that is valid under North Carolina law and will survive Resident's incapacity or mental incompetence. This Durable Power of Attorney may be effective only upon certification by a licensed physician that Resident is incapacitated or mentally incompetent, and shall designate as Resident's attorney-in-fact a bank or some responsible person of his/her choice to act for him/her managing his/her financial affairs and in filing for insurance and/or other benefits under private and public assistance programs in as full and complete a manner as Resident could do if acting personally for himself/herself. Resident shall deliver a fully executed original of this Durable Power of Attorney to Trinity Oaks prior to occupancy of the Apartment or Cottage.
18. Binding Effect. The covenants and conditions of the Residency Agreement shall bind and benefit respectively Trinity Oaks and its successors and assigns, and Resident and his/her heirs, personal representatives, successors and assigns, except as otherwise specified in this document. The Residency Agreement, together with the rules and regulations provided for, shall constitute the full and entire agreement and understanding between the parties. There are no restrictions, promises, warranties, covenants or undertakings, other than those set forth or referred to in this document. The Residency Agreement, the Exhibits to the Residency Agreement, and other documents and agreements referred to herein supersede all prior agreements and undertakings between the parties and respect to this subject matter.
19. Interruptions. Trinity Oaks shall not be required to perform any condition, term or covenant in the Residency Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, material or labor shortages or failures, lockouts, restrictions by any governmental authority, civil riot, floods and any other cause not reasonably within the control of Trinity Oaks and which by the exercise of ordinary care Trinity Oaks is unable, wholly or in part, to prevent or overcome.
20. Severability. If any clause or provision of the Residency Agreement should be illegal, invalid or unenforceable, the provisions shall be deemed to be severable and the remainder of the Residency Agreement shall not be affected. No amendment of the Residency Agreement will be valid and enforceable unless in writing and executed by the

Executive Director and Resident except that management may amend the Residency Agreement from time to time so that the Residency Agreement complies with applicable laws, rules and regulations of the Federal, State or local government.

21. Governing Law. The Residency Agreement will be governed by and construed under the laws of the State of North Carolina.
22. Execution. The Residency Agreement has been executed on behalf of Trinity Oaks by its duly authorized agent. No officer, director, agent or employee of Trinity Oaks shall have any personal liability hereunder to Resident under any circumstances.
23. Waiver. No waiver of any term or condition of the Residency Agreement shall be effective unless made in writing and executed by the parties to the Residency Agreement. Nor shall any waivers be deemed to excuse the performance of any act other than those specifically referred to in the written notice of waiver. Any failure of Trinity Oaks to insist upon strict and/or prompt performance of the foregoing, or any other covenants, terms or conditions of the Residency Agreement and/or the acceptance of such performance thereafter will not constitute or be construed as a waiver or the relinquishment of Trinity Oaks' right to thereafter enforce the same strictly according to the tenor hereof in the event of a continuing or subsequent default on the part of the Resident.
24. Interpretation. The captions contained herein are for convenience and reference only and in no way define, limit, or describe the scope or intent of the Residency Agreement or affect any of the terms and provisions of this document. Any reference expressed in any gender shall be deemed to include each of the other genders, and the singular shall be deemed to include the plural and vice versa, unless the context otherwise requires.
25. Notice. All notices and other communication hereunder shall be in writing and shall be deemed given if delivered personally or mailed by first class mail (postage paid) to the persons at the following addresses (or at such other address for a party as specified by like notice):
 - (a) If to Trinity Oaks:
 - (i) LUTHERAN RETIREMENT CENTER - SALISBURY, INC.
d/b/a TRINITY OAKS
728 Klumac Road
Salisbury, North Carolina 28144-5714

(b) If to the Resident:

(i) If before Occupancy, as follows:

(ii) If after occupancy, at the Apartment or Cottage.

26. Nature of Residency Agreement. Subject to the terms and conditions set forth in the Residency Agreement, nursing services, medical services and other health-related services are available at additional fees.
27. Reserve Funding. Section 58-64-33 of the North Carolina General Statutes requires continuing care facilities to establish operating reserves equal to a percentage (based upon maintenance of occupancy levels) of total operating costs projected in forecasted financial statements for the following 12-month periods. The forecasted reserve for 2018, 2019, 2020, 2021 and 2022 is calculated as follows:

	2019	2020	2021	2022	2023	2024
Forecasted Total Operating Expenses		\$8,956,000	\$9,178,000	\$9,380,000	\$ 9,585,000	(estimated) \$9,780,000
<i>Include:</i> Principle Payment		414,000	439,000	465,000	492,000	522,000
<i>Exclude:</i> Depreciation Amortization		(2,291,000) (2,000)	(2,358,000) (2,000)	(2,410,000) (2,000)	(2,449,000) (2,000)	(2,486,000) (2,000)
Total Adjusted Operating Costs		7077,000	7,257,000	7,433,000	7,626,000	7,814,000
Occupancy Factor (a)	0.25	0.25	0.25	0.25	0.25	
Operating Reserve Requirement	\$1,769,000	\$ 1,814,000	\$ 1,858,000	\$ 1,907,000	\$ 1,953,000	

- (a) The requirement to maintain operating reserves at this percentage of total forecasted expenses (less depreciation and amortization expenses and bond interest expense) is based on the maintenance of occupancy at less than 90% for the years 2016 and forward.

As indicated in the forecasted financial statements, the amount of the operating reserve for 2019 is \$1,769,000. The 2019 operating reserve is fully funded. To the extent the operating reserve requirement increases in future years the remaining amount needed to comply with the operating reserve requirement will be funded out of long-term investments and board designated funds, which are presently on hand. Operating reserve funds will be invested primarily in obligations of the United States Treasury, highly rated corporate bonds and money market accounts. Investments will be managed by an institutional investment trust established through a bank of investment firm.

28. Cottage Project

Trinity Oaks expanded its facilities with the addition of 42 independent living Cottages. Financing of the project was through the sale of North Carolina Bonds. The bonds were issued in March 1998. Variable interest rates on tax-exempt bonds were converted into a fixed rate of 4.088% through the use of an interest rate swap agreement effective June 1, 2007 through maturity in 2028. In March 2017, the 1998 bond issue was refinanced with a 2017 bond issue. The refinancing allowed for a better interest rate and the removal of the letter of credit enhancement that was on the 1998 bond issue. The 2028 maturity and Swap Agreement still remain in place.

The Board of Directors shall direct, under the rules formulated by the Board, the fiscal policies of Trinity Oaks and the investment of its funds. Within the parameters of these policies, specific investment decisions may be authorized by any of the following offices and/or positions of Trinity Oaks:

Chair of the Board of Directors of Trinity Oaks
Vice Chair of the Board of Directors of Trinity Oaks
President of Trinity Oaks
Vice President of Trinity Oaks
Treasurer of Trinity Oaks

In 2004, Trinity Oaks added a resident and a community citizen to its Board.

29. Miscellaneous. Wherever appropriate in this document the singular shall include the plural, and the masculine shall include the feminine and vice versa.
30. Copy of Residency Agreement. A copy of the Residency Agreement used by Trinity Oaks is attached hereto as Attachment 1.

31. Certified Financial Statement of Trinity Oaks. A combined Certified Financial Statement of Trinity Oaks and Lutheran Services Carolinas, Inc. for the Fiscal Year 2017 is attached as Attachment 2.
32. Certified Forecast Financial Statements. A copy of Trinity Oaks' Certified Forecast Financial Statement is attached as Attachment 3.
33. Interim Financials (January 31, 2019). A copy of Trinity Oaks' interim financials is attached as Attachment 4.
34. Assisted Living Enhanced Care Program. A copy of Trinity Oaks assisted living's enhanced care program is attached as Attachment 5.
35. Cottage Unbundling of Services Program. A copy of Trinity Oaks' Cottage Unbundling of Services Program is attached as Attachment 6.
36. Trinity Oaks Resident Transportation Charges

Medical Transportation:

- Medical transportation is provided within Rowan County as the schedule permits at no charge.
- Medical transportation is provided to counties bordering Rowan County, as the schedule permits, at the following rates. (Cabarrus, Davidson, Davie, Iredell, and Stanley)
 - \$20 for one way trip. (Drop off or pick up only)
 - \$20 for the 1st hour and \$10 at the start of each hour thereafter. (These transports force the driver to stay near the destination site, therefore, the time starts at the departure of the origination point and will end at the arrival of the origination point.)
- Medical transportation is provided to counties not bordering Rowan County, as the schedule permits, at the following rates.
 - \$30 for a one way trip. (Drop off or pick up only)
 - \$30 for the 1st hour and at \$10 at the start of each hour thereafter. (These transports force the driver to stay near the destination site, therefore, the time starts at the departure of the origination point and will end at the arrival of the origination point.)

Non-Medical Transportation:

- Non-Medical transportation is provided within Rowan County, as the schedule permits, at the following rate.
 - \$10 per destination.
- Non-Medical transportation is provided to counties bordering Rowan County, as the schedule permits, at the following rates. (Cabarrus, Davidson, Davie, Iredell, and Stanley)
 - \$40 for one way trip. (Drop off or pick up only)
 - \$40 for the 1st hour and \$20 at the start of each hour thereafter. (These transports force the driver to stay near the destination site, therefore, the time starts at the

departure of the origination point and will end at the arrival of the origination point.)

- Non-Medical transportation is provided to counties not bordering Rowan County, as the schedule permits, at the following rates. (i.e. Airport runs)
 - \$60 for a one way trip. (Drop off or pick up only)
 - \$60 for the 1st hour and \$30 at the start of each hour thereafter. (These transports force the driver to stay near the destination site, therefore, the time starts at the departure of the origination point and will end at the arrival of the origination point.)

37. Comparison Forecast Financial Statements (Pages 40 – 42)

**Lutheran Services for the Aging
Trinity Oaks
Balance Sheet**

Assets	Actual 2018	Forecast 2018	Difference	Explanation
Current Assets				
Cash and cash equivalents	\$ 1,284,028	\$ 1,275,000	\$ 9,028	
Receivables, net of allowance	87,950	15,000	72,950	
Other	184,614	282,000	(97,386)	
Inventories	38,282	40,000	(1,718)	
Total current assets	1,594,874	1,612,000		
Assets limited as to use - non current	1,561,006	1,794,000	(232,994)	
Net Property and Equipment	22,929,404	22,785,000	144,404	
Total assets	\$ 26,085,284	\$ 26,191,000		
Liabilities				
Current Liabilities				
Current portion of long-term debt	\$ 390,000	\$ 390,000	-	
Accounts payable - trade	163,201	237,000	(73,799)	
Accrued salaries and payroll taxes	273,597	229,000	44,597	
Accrued employee benefits	21,277	14,000	7,277	
Accrued interest payable	(15,349)	-	(15,349)	
Refundable fee deposits - current	923,987	872,000	51,987	
Due to related party	5,103,124	5,555,000	(451,876)	
Total current liabilities	6,859,837	7,297,000		
Other liabilities and credits				
Refundable fee deposits	7,779,760	7,724,000	55,760	
Deferred revenue from fee deposits	7,500,443	7,146,000	354,443	
Long-term debt	4,760,357	4,637,000	123,357	
Total other liabilities and credits	20,040,559	26,804,000		
Unrestricted	(830,090)	(626,000)		
Temporarily restricted	14,977	13,000		
Total net assets	(815,113)	(613,000)		
Total liabilities and net assets	\$ 26,085,284	\$ 26,191,000		

Explanation of Material Differences Between Projected Statements of Operations and Changes in Net Assets for the Year Ended September 30, 2018 and Year Ended September 30, 2018 Actual Results. Please note that the basic threshold for a comment on variances was >\$500,000 on the balance sheet and cash flow statement and >\$200,000 on the financial statement.

The following explanation is furnished pursuant to Section 58-94-30 of the General Statutes of North Carolina. The explanation pertains to material difference between the Projected Statement of Activities and Changes in Net Assets for the Year Ended September 30, 2018 contained as part of the Disclosure Statement Dated March 1, 2019.

**Lutheran Services for the Aging
Trinity Oaks
Consolidating Statement of Operations**

	Actual 2018	Forecast 2018	Difference	Explanation
Revenue and other Support				
Net resident service revenue	\$ 6,986,963	\$ 7,247,000	\$ (260,037)	Lower cottage occ
Amortization of deferred entrance fee	1,375,242	920,000	455,242	Accel amort
Restricted funds released for operatic	3,717	-	3,717	
Other revenue	147,353	16,000	131,353	
Total revenue and other support	\$ 8,513,275	\$ 8,183,000	\$ 330,275	
Expenses				
Health care	584,554	510,000	74,554	
Maintenance	818,114	907,000	(88,886)	
Laundry	24,890	31,000	(6,110)	
Housekeeping	222,410	290,000	(67,590)	
Grounds	164,660	188,000	(23,340)	
Security	141,961	169,000	(27,039)	
Dietary	1,558,992	1,319,000	239,992	Raw food costs
Life Enrichment Services	309,527	304,000	5,527	
Administration	1,804,275	1,594,000	210,275	Increase campus
Depreciation	2,058,640	2,000,000	58,640	size
Interest expense	299,945	279,000	20,945	
Total expenses	7,987,968	7,591,000	396,968	
Operating income (loss)	525,307	592,000	(66,693)	
Other Income				
Investment Income	35,377	50,000	(14,623)	
Unrealized Gain (Loss)	67,500	-	67,500	
Unrestricted contributions and beques	1,530,239	1,563,000	(32,761)	
Total other income (loss)	1,633,116	1,613,000	20,116	
Excess revenues over expenses	\$ 2,158,423	\$ 2,205,000	\$ (46,577)	
Non-Recurring Transactions	(159,297)	-	(159,297)	
Increase (decrease) unrestricted ass	\$ 1,999,126	\$ 2,205,000	\$ (205,874)	
Temporary restricted				
Contributions	6,190	-	6,190	
Net assets released from restrictions	(3,717)	-	(3,717)	
Increase (decrease) temp. restricted	2,473	-	2,473	
Increase (decrease) net assets	2,001,599	2,205,000	(203,401)	
Net deficit - beginning of year	(2,816,712)	(2,818,000)		
Net deficit - end of year	\$ (815,113)	\$ (613,000)		

Explanation of Material Differences Between Projected Statements of Operations and Changes in Net Assets for the Year Ended September 30, 2018 and Year Ended September 30, 2018 Actual Results. Please note that the basic threshold for a comment on variances was >\$500,000 on the balance sheet and cash flow statement and >\$200,000 on the financial statement.

The following explanation is furnished pursuant to Section 58-94-30 of the General Statutes of North Carolina. The explanation pertains to material difference between the Projected Statement of Activities and Changes in Net Assets for the Year Ended September 30, 2018 contained as part of the Disclosure Statement Dated March 1, 2019.

**Lutheran Services for the Aging
Trinity Oaks
Statement of Cash Flows**

	Actual 2018	Forecast 2018	Difference	Explanation
CASH FLOWS FROM OPERATING ACTIVITIES:				
Change in net assets	\$ 2,001,599	\$ 2,205,000	\$ (203,401)	
Adjustments to reconcile change in net assets to net cash provided by operating activities:				
Amortization of deferred revenue from advance fees	(1,375,242)	(920,000)	(455,242)	
Depreciation	2,058,640	2,000,000	58,640	
(Gain) loss on disposal of assets		-	-	
Realized/unrealized (gain) loss on investments	(67,500)	-	(67,500)	
(Increase) decrease in other current assets	41,460	17,000	24,460	
Increase (decrease) in accounts payable/accrued expenses	(26,865)	10,000	(36,865)	
Net cash provided by operating activities	<u>2,632,092</u>	<u>3,312,000</u>		
CASH FLOWS FROM INVESTING ACTIVITIES:				
Purchase of property and equipment	(4,102,223)	(3,900,000)	(202,223)	
Investments (net)	67,500	-	67,500	
(Increase) decrease in assets whose use is limited	(2,877)	(237,000)	234,123	
Net cash used in investing activities	<u>(4,037,599)</u>	<u>(4,137,000)</u>		
CASH FLOWS FROM FINANCING ACTIVITIES:				
Net proceeds from bond issue/debt payments	(245,158)	(369,000)	123,842	
Advanced fees received, net	1,590,520	673,000	917,520	More entry fees rec'd
Other changes in financing activities	17,354	469,000	(451,646)	
Net cash provided by financing activities	<u>1,362,715</u>	<u>773,000</u>		
NET CHANGE IN CASH AND CASH EQUIVALENTS	(42,793)	\$ (52,000)		
CASH AND CASH EQUIVALENTS BEGINNING OF YEAR	<u>1,326,821</u>	\$ 1,327,000		
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 1,284,028</u>	<u>\$ 1,275,000</u>		

Explanation of Material Differences Between Projected Statements of Operations and Changes in Net Assets for the Year Ended September 30, 2018 and Year Ended September 30, 2018 Actual Results. Please note that the basic threshold for a comment on variances was >\$500,000 on the balance sheet and cash flow statement and >\$200,000 on the financial statement.

The following explanation is furnished pursuant to Section 58-94-30 of the General Statutes of North Carolina. The explanation pertains to material difference between the Projected Statement of Activities and Changes in Net Assets for the Year Ended September 30, 2018 contained as part of the Disclosure Statement Dated March 1, 2019.

Attachment 1

Copy of Residency Agreement

TRINITY OAKS RESIDENCY AGREEMENT

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**TRINITY OAKS
RESIDENCY AGREEMENT**

Recitals

THIS RESIDENCY AGREEMENT is made this ____ day of _____, _____, between LUTHERAN RETIREMENT CENTER - SALISBURY, INC., a North Carolina nonprofit corporation operating under the name of Trinity Oaks, and _____
_____ (herein individually or collectively called "Resident"). If a husband and wife or two other persons desiring to share an Apartment or Cottage at Trinity Oaks enter into this Agreement, the term Resident shall apply to them jointly and severally and to the survivor of them.

WHEREAS, Lutheran Retirement Center - Salisbury, Inc. owns and operates the retirement center and adjacent Cottages known as Trinity Oaks (herein "Trinity Oaks"), located at 728 Klumac Road in Salisbury, Rowan County, North Carolina; and

WHEREAS, Resident desires to use and occupy the residence ("Apartment") or ("Cottage") located in Trinity Oaks and designated in this Agreement and Trinity Oaks desires to make the selected Apartment or Cottage available to Resident;

As conditions precedent to the execution of this Agreement, the Resident shall meet the following requirements to the satisfaction of Trinity Oaks, subject to such exceptions as the Board of Directors of Trinity Oaks may approve in writing:

Health: Each independent living Resident must have sufficient physical and mental capacities to live independently without posing a danger to his/her health or to the health and safety of other Trinity Oaks residents and staff. The Resident will provide a Personal Health Application.

Financial: The Resident shall have furnished information to Trinity Oaks with respect to the Resident's financial resources demonstrating that the Resident has the financial income and assets to pay the Entrance Fee, Monthly Maintenance Fee, extra meal charges, charges for additional services, personal living expenses, and the future adjustments of these charges during the term of this Agreement.

Age: The Resident must be at least 60 years of age at the time he or she occupies an Apartment or Cottage at Trinity Oaks, with an exception in the case of one of two married Residents.

1. Residence, Related Services and Programs. Subject to the terms and conditions of this Agreement, Trinity Oaks shall make available to Resident an Apartment or Cottage, related services, programs and amenities at Trinity Oaks as described below:

(a) Description of Apartment or Cottage. Resident shall be entitled to the exclusive use of Apartment _____ or Cottage _____ at Trinity Oaks.

- (b) Furnishings. Trinity Oaks will provide all major kitchen appliances and a washer and dryer in each unit. All units are equipped with hardwood floors, ceramic tile floors and showers, and such other furnishings and fixtures as may be described in the informational brochures published by Trinity Oaks for the purpose of describing Trinity Oaks. All other Living Unit furnishings and furniture are to be provided by Resident.
- (c) Utilities. Includes individually controlled heating, air conditioning, water, sewer, gas, electricity, and trash removal. Resident shall be responsible for and pay for all telephone, internet and cable television services, including installation and hookup charges. As of January 2003, Cottage residents shall pay their own gas and electric bills as shown on the resident's monthly statement.
- (d) Meals. All apartment residents and cottage residents are provided breakfast each day. Apartment residents are provided one other meal per day (their choice of lunch or dinner). Missed meals (except breakfast) may be made up in the month that they are missed (no rollovers month to month). Cottage residents receive 180 meals per year in addition to daily breakfast.
- (e) Housekeeping Services. Housekeeping services, every two weeks for Apartment Residents and weekly for Cottage Residents, shall include cleaning all sinks, tubs, bathroom fixtures and floors, dusting, and vacuuming. Additional housekeeping service shall be available at the Resident's expense.
- (f) Laundry. Apartment Residents shall be provided laundering of regular flat and bed linen on a weekly basis. Laundry facilities are provided on each floor for personal laundry, free of charge. Cottage Residents are provided a washer and dryer in each residence and will be responsible for their own laundry.
- (g) Maintenance Services. Trinity Oaks will be responsible for normal wear and tear, maintenance and replacement of the property, furnishings and equipment owned by or leased for use at Trinity Oaks. Resident will be responsible for any damage to such property, furnishings and equipment, including the cost of repair or replacement or the diminution in value thereof, caused by the negligence or intentional acts of Resident or Resident's guests. Resident will be responsible for the maintenance and repair of his/her personal property.
- (h) Changes to Apartment or Cottage. Any structural or physical change or redecoration and remodeling of any kind within or outside the Apartment or Cottage may be made by Resident only with the prior written consent of the Trinity Oaks Executive Director and at the sole expense of Resident. Resident shall pay the appropriate cost necessary to return the Apartment or Cottage to its original condition and the cost of redecoration. All such improvements or changes shall be the property of Trinity Oaks.
- (i) Groundskeeping. Trinity Oaks will maintain and repair grounds surrounding Apartments and Cottages and common areas, including lawns, trees and shrubbery. Personal plantings and customization of landscaped areas are subject to approval by the Trinity Oaks Executive Director and are not maintained by the Groundskeeping Department.
- (j) Programs. Recreational, social, spiritual, educational and cultural programs and activities will be coordinated by staff in conjunction with Resident Committees. Some activities are subject to an additional charge.
- (k) Parking. Parking areas for Residents' personal vehicles and limited parking for guests of Residents will be provided.

- (l) Transportation. Scheduled local transportation within Rowan County is provided, including group transportation for shopping, medical appointments and some other recreational activities. Some transportation is subject to an additional charge.
- (m) Emergency Response System. Trinity Oaks will provide, on a twenty-four (24) hour basis, an emergency call system. Response to a call shall be limited to an evaluation of the needs of the Resident. If other medical response is determined necessary, the Resident is responsible for costs by such private physician or nurse and such other medical care provider as may be selected by the Resident, including emergency medical transportation. In the event that Resident is admitted to the Assisted Living Center or to Trinity Oaks health and rehab after such emergency response, the fees described in Section 6(c) shall apply.
- (n) Insurance. Trinity Oaks will maintain general liability insurance but will not be responsible for the personal property of Residents. Residents are encouraged to obtain insurance to cover such liabilities. See Section 1(g) regarding Resident's responsibility for damage to property owned or leased by Trinity Oaks.
- (o) Optional Services. A schedule of fees for services provided at extra cost including, but not limited to those optional services described above, shall be established by Trinity Oaks' Board of Directors and shall be made available to Resident no later than the date upon which Resident occupies the Apartment or Cottage.
- (p) Trash Removal. Apartment Residents shall dispose of trash in the areas designated on each Apartment floor. Cottage Residents' trash should be placed in approved containers to be collected at curbside.
- (q) Pets. Pets are permitted per residence upon completion of a Pet Agreement and payment of a \$300 non-refundable fee. The pet can be replaced in accordance with the Pet Policy.

Charges for services listed above in subparagraphs (a) through (p) are included within the Monthly Maintenance Fee described in the Residency Agreement, unless otherwise indicated for alternate plans.

2. Terms of Residence.

- (a) Nature and Extent of Rights. Resident's right to occupy the Apartment or Cottage for a term of years or for life shall exist unless terminated as provided for in Section 8 of the Residency Agreement. Nothing contained herein shall be construed or is intended to require that Trinity Oaks care for the Resident for life, nor shall this Agreement be construed as a life-care contract.
- (b) Terms of Occupancy. Signing of this Residency Agreement and payment of the Entrance Fee does not deliver title to real or personal property, and may not be assigned, transferred, inherited or devised. Any rights, privileges, benefits, or interests created by or under this Agreement shall be subordinated to any mortgage, deed of trust, or other security interest created on any of the premises or interests in real estate of Trinity Oaks and to all amendments, modifications, replacements or refunding thereof. Resident agrees to execute and deliver any document required by Trinity Oaks or by the holder of any mortgage, deed of trust or other interest to evidence or effect such subordination.

- (c) Alteration or Modification. Notwithstanding any other provisions in this Agreement, Trinity Oaks may alter or modify the Apartment or Cottage to meet requirements of any statute, law or regulation of the Federal, State or local Government. Resident may not, without prior written consent of the Executive Director, make any alterations or modifications to the Apartment or Cottage.
- (d) Use. The Apartment or Cottage shall be used for residential purposes only and shall not be used for business or professional purposes, nor in any manner in violation of any zoning or health ordinances.
- (e) Permitted Occupants. The parties hereto recognize and agree that the amount of wear and tear evident in the Apartment or Cottage depends in part upon the number of persons regularly occupying the Apartment or Cottage. It is therefore agreed that the Resident(s) named herein and no other person(s) shall reside in or occupy the Apartment or Cottage during the term of this Agreement, except with the express prior written approval of the Executive Director. If a second occupant, including a resident marrying a new spouse, who is not a party to this Agreement is accepted for residency after the date of this Agreement, such acceptance shall be subject to the approval of the Admissions Committee and adherence to policies then governing all other admissions. If the second occupant does not meet the requirements for residency, or does not execute a Residency Agreement, he/she shall not be permitted to occupy the Apartment or Cottage. The Resident may terminate this Agreement as provided in Section 8. If two residents marry and decide to live in one of the two current Living Units, they would pay the two-person Monthly Maintenance Fee for the Living Unit. The surrendered Living Unit's refund would be paid according to the refund policy in 8(a) under Entrance Fees. If both Residents surrender their Living Units and move to a different Living Unit, an additional Entrance Fee may or may not be required as defined in the Transfers Section 8(g)(2). This will be determined based on the size of the Living Unit they are moving into and the size of the Living Units they are vacating. A revised contract will be signed by the couple, outlining the terms of any refund.
- (f) Transfers. Should a Resident desire to transfer to another Apartment or Cottage he/she must notify the Executive Director in writing. Following receipt of this request, Resident shall be granted an option to move to the next available Apartment or Cottage of the size requested, subject to the Executive Director satisfying prior, similar requests of other Residents, and subject to the rights other Residents may have in their Residency Agreements.

If the Entrance Fee for the new apartment or cottage is higher than the Entrance Fee paid by the Resident for their original accommodation, the Resident will pay the difference between then-current Entrance Fee for the smaller accommodation from which the Resident is moving and the then-current Entrance Fee for the larger accommodation into which the Resident is moving. The Resident will be responsible for paying the difference in these two Entrance Fees prior to occupancy. When the contract is terminated, the amount of the refund, if any, will be based on the total Entrance Fee paid.

The Resident acknowledges and agrees that any such difference required to be paid towards the Entrance Fee will be deemed to be included in the original Entrance Fee as of the Effective Date and will be subject to the terms and conditions of this Agreement regarding refunds in the same manner as any portion of the original Entrance Fee paid by the Resident.

If the Resident elects to move to a smaller residence, the Resident will not be entitled to any refund of the Entrance Fee as a result of the move. When the contract is terminated, the amount of the refund, if any, will be based on the total Entrance Fee paid.

With all transfers, the Monthly Maintenance Fee for the month in which the move takes place shall be prorated to reflect the percentage of the month that the Resident spends in each type of residence. When transferring, the Resident shall pay the then current Monthly Maintenance Fee. With all transfers, there will be an up-fitting charge of up to \$5,000, for the vacated residence. Resident will move all furnishings and belongings to the new residence within 30 days of the established occupancy date for the new residence. Any moving expense and service connections for phone will be the responsibility of the Resident.

- (g) Death or Transfer of One Resident. If one of the Residents named herein dies, moves out or is permanently transferred to the Assisted Living Center, Trinity Oaks health and rehab or any other nursing center, the remaining Resident may elect to continue to occupy the Apartment or Cottage at the single occupancy rate then in effect.

3. Admissions Requirements and Procedures. Upon execution of this Agreement and subject to fulfillment of his/her obligations hereunder, the Resident will be qualified for admission as an occupant of Trinity Oaks:

- (a) Nondiscrimination. The requirements for admission to Trinity Oaks are nondiscriminatory except as to age. Admission is restricted to persons sixty (60) years of age or older with the exception of a younger spouse. Trinity Oaks is open to both single and married men and women of all races, religions and geographical boundaries.
- (b) Reservation Agreement. At the time a Resident selects an Apartment or Cottage, he/she will complete a Reservation Agreement and submit it to a Marketing Representative at Trinity Oaks along with a Reservation Deposit of \$1,000. This Reservation Deposit will be applied to the 10% Deposit required at the time of initial acceptance by the Admissions Committee and execution of this Residency Agreement.

The Resident may terminate the Reservation Agreement prior to entering into the Residency Agreement for any reason by giving written notice to Trinity Oaks. The Resident shall be refunded the Reservation Deposit of \$1,000, minus the processing fee of \$500 as noted in the Reservation Agreement within 30 days of such notice. The Reservation Agreement is preliminary in nature and precedent to the Residency Agreement.

- (c) Disclosure Statement. Upon execution of the Reservation Agreement, the Marketing Representative will provide the Resident a copy of Trinity Oaks' Disclosure Statement which fully describes the organization, facilities, policies, services, fees, financial condition, projections, and the vital information related to Trinity Oaks. Included in the Disclosure Statement is a Residency Agreement.
- (d) Application. Within thirty (30) days of execution of the Reservation Agreement, the Resident will complete an Application for Admission, a Personal Health History and a Confidential Financial Statement and/or other evidence of sufficient financial means for the review and approval by the Admissions Committee.

- (e) Admissions Committee Review. The Admissions Committee will review the completed Application Forms as a basis for initial approval for admission to Trinity Oaks. The Admission Committee will accept or deny the application based on criteria and policies established by the Board of Directors. The Executive Director will notify the Resident in writing of the action taken by the Admissions Committee.
 - (f) Residency Agreement. The Resident shall execute the Residency Agreement and submit it with a 10% deposit of the Entrance Fee (minus the \$1,000 Reservation Deposit previously paid) within 10 days of notification of initial acceptance by the Admissions Committee. At the same time, Resident will be notified of availability of the Apartment or Cottage for occupancy. See Section 4.
 - (g) Physician's Report. Trinity Oaks asks that residents provide a copy of their most recent physical after occupancy along with copies of health insurance cards for emergency purposes. We respect the privacy of the Resident's personal health information and are committed to maintaining the Resident's confidentiality. This applies to all information and records related to the Resident's health that Trinity Oaks has received or created.
 - (h) Interview. The Resident must have an interview with a representative from Trinity Oaks prior to being approved by the Admissions Committee. Upon review of the information outlined in subparagraphs (b), (d) and (e) above, the Executive Director may request additional personal interviews with the Resident.
 - (i) Representations and Warranties. The Resident affirms that the representations made in the Application for Admission, Personal Health History and Confidential Financial Statement, or other statements of financial capability, are accurate and reflect the Resident's current status and, as such, are the basis for which Trinity Oaks agrees to enter into this Agreement.
 - (j) Financial Condition. Immediately prior to entering Trinity Oaks for occupancy, the Resident will affirm to the Admissions Committee that his/her personal financial situation does not differ materially or adversely from the financial situation as presented in the Resident's Confidential Financial Statement described in Section 3(e) of this Agreement. If the Resident's then Personal Financial Statement differs materially and adversely from prior financial situation, the Admissions Committee may terminate this Agreement.
 - (k) Additional Financial Statements. After occupancy, the Executive Director may require updated financial information. In the case of two Residents occupying an Apartment or Cottage and in the event of the death of one of the occupants, the surviving Resident may be required to submit an update of the original application and provide a new Confidential Financial Statement.
 - (l) Rules and Regulations. Upon entering Trinity Oaks, the Resident agrees to live in harmony with his/her neighbors in a spirit of good will. The Resident agrees to abide by the administrative policies and procedures as established by the Board of Directors and Trinity Oaks including such amendments, modifications or change in those policies and procedures. These policies and procedures are designed for the comfort, safety and security of all Residents.
4. Notification of Availability. After the Resident is initially approved for admission as stated in Section 3, the Executive Director will notify the Resident of the Apartments or Cottages projected date of

availability for occupancy. Residents have sixty (60) days from date of notification to occupy the Apartment or Cottage, pay the remaining Entrance Fee, and begin paying the Monthly Maintenance Fee. All notifications shall be in writing and mailed to the address of the Resident as provided in this Agreement.

5. Health Services for Independent Living Residents.

- (a) Transfer or Changes in Level of Care. Subject to the terms and conditions set forth in this Agreement, Trinity Oaks agrees to arrange for any needed health care or nursing services through the Assisted Living Center or Trinity Oaks health and rehab, subject to availability of beds, on a priority basis. In the event Trinity Oaks health and rehab has no bed available, services will be arranged at such other health care or nursing facility of similar quality ("Nursing Center"). The Monthly Maintenance Fee includes a 10% discount on Trinity Oaks health and rehab (or such other Nursing Center if space is not first available at Trinity Oaks health and rehab) then current private pay rates. If a Resident becomes eligible for Medicaid then the 10% discount does not apply. All Residents at Trinity Oaks health and rehab are responsible for their pharmacy copayments. If a temporary stay at Trinity Oaks health and rehab, a Resident will continue to pay the Monthly Maintenance Fee in the Independent Living Unit. If a permanent transfer to Trinity Oaks health and rehab, the Resident will cease paying the Monthly Maintenance Fee when the apartment has been totally vacated. In addition, Trinity Oaks will make available to Resident, at Resident's expense, the periodic services of other medical professionals as it deems necessary or appropriate. Some of these services will be provided at no additional cost in the form of educational sessions or clinics.

Trinity Oaks assisted living uses a level of care determination process upon admission, every six months and after either a hospital stay or significant health change to determine which services are needed for each Resident. The following levels of care are defined as follows:

Independent-This service level provides accommodation, meals, minimal help with ADLs and residents that self administer medication or minimal help with medication administration, selected additional services such as special dietary planning. Residents in this level are typically independent.

Enhanced Care Services-This level of care provides moderate levels of help with ADLs to residents that can perform part of the activity for him/her, and several additional services including but not limited to, assistance with medications, ambulation, bathing, dressing, grooming, eating, hygiene and toileting. These residents may require some assistance from Licensed Health Professional Support as well as confusion management and/or management of diabetes, skin integrity, and/or fall risk interventions.

Enhanced Care Plus Services-This level of care provides a significant degree of help with ADLs and is geared towards residents who can perform part of the activity and are very frail/impaired or will require several services on a regular basis. These residents may require some assistance from Licensed Health Professional Support as well as confusion management and/or management of diabetes, skin integrity, and/or fall risk interventions.

Maximum Care-This level of care provides assistance to residents that need someone else to complete the task for the resident most of the time. These residents may require extensive assistance with confusion management and/or management of diabetes, skin integrity, and/or fall risk interventions.

- (b) Role of Medical Director. Trinity Oaks assisted living will employ as a consultant, a licensed physician (herein referred to as the "Medical Director") to assist in establishing and implementing health care related policies and practices for Trinity Oaks assisted living and to perform such other related duties described in this Agreement. Trinity Oaks will also employ licensed personnel to perform all such duties prescribed by the Medical Director within such person's licensed authority.
- (c) Availability of Health Services. The Director of Nursing, the Social Worker, Director of Community Relations will make available, or arrange for, other health care services for the Resident, including but not limited to physical therapy, occupational therapy, rehabilitative treatments and equipment, ambulance services, limited pharmacy services, and laboratory tests. Charges for these health care services will be in addition to the Monthly Maintenance Fee.
- (d) Limitations. Health care accommodations and services, as set forth in 5 (a), (b) and (c), shall be made available to Residents on a priority basis, subject to the terms of this Agreement and to all admissions requirements imposed by applicable laws and regulatory procedures.
- (e) Designation of Personal Physician. The Resident will be required to designate a local North Carolina licensed physician as his/her personal physician. The Resident will be responsible for the cost of any personal services of his/her physician or related services as requested by the Resident or Trinity Oaks. The Provider may, after occupancy, require the Resident to have other physical examinations by their personal physician or another physician selected by Trinity Oaks at Resident's expense. Annual updates of each Resident's Physician's History and Physical Examination Report will be requested.

6. Fees and Other Charges.

(a) Entrance Fees.

(i) Entrance Fees for Apartment Residents

For the right to reside in Apartment _____ for a term of years or for life as long as all terms and conditions of the agreement are met at Trinity Oaks, Resident agrees to pay to Trinity Oaks an Entrance Fee of \$ _____ under the _____ Entrance Fee Refund Plan:

Ten percent (10%) of the Entrance Fee (less the \$1,000 reservation fee) is due and payable upon the execution of this Agreement and the balance of the Entrance Fee shall be due and payable prior to occupancy. Resident is required to occupy the Apartment within sixty (60) days after notification of availability (see Section 4).

Independent Apartment and Cottage Entrance Fee - 90% Refund Plan: The Entrance Fee is refundable at a minimum of ninety percent (90%). The Entrance Fee is reduced by a one percent (1.0%) at the time of initial occupancy and by one half of one percent (0.5%) per month for the first eighteen (18) months of occupancy after which an ninety percent (90%) refund will be paid to the Resident or the Resident's estate if the Living Unit is vacated. The balance of any Entrance Fees to be reimbursed after termination of the Residency Agreement will be paid by Trinity

Oaks after the Living Unit is vacated and the reoccupancy of the Apartment or Cottage.

Independent Apartment and Cottage Entrance Fee - 50% Refund Plan: The Entrance Fee is refundable at a minimum of fifty percent (50%). The Entrance Fee is reduced by a two percent (2.0%) at the time of initial occupancy and by one percent (1.0%) per month for the first forty-eight (48) months of occupancy after which a fifty percent (50%) refund will be paid to the Resident or the Resident's estate if the Living Unit is vacated. The balance of any Entrance Fees to be reimbursed after termination of the Residency Agreement will be paid by Trinity Oaks after the Living Unit is vacated and the reoccupancy of the Apartment or Cottage.

Independent Apartment and Cottage Entrance Fee - Limited Refund Plan: The Entrance Fee is reduced by a four percent (4%) service fee at the time of occupancy and by two percent (2%) per month for the first forty-eight (48) months of occupancy. The Entrance Fee is non-refundable after forty-eight (48) months. The balance of any Entrance Fees to be reimbursed after termination of the Residency Agreement will be paid by Trinity Oaks after the Living Unit is vacated and the reoccupancy of the Apartment or Cottage.

(ii) Entrance Fees for Cottage Residents

For the right to reside in Cottage at _____ for a term of years or for life as long as all terms and conditions of the agreement are met, Resident agrees to pay to Trinity Oaks an Entrance Fee of \$ _____ under the _____ Cottage Refund Plan. The Entrance Fee is an amount equal to the basic Cottage fee and the total of all Major Options selected, and varies based on the selection of foundation type, refund plan, and Major Options selected (See Addendum VI).

Ten percent (10%) of the Cottage Entrance Fee and one hundred percent (100%) of the cost of Major Options selected is due and payable upon the execution of this Agreement less any Reservation Deposit already paid.

Payment for any custom features may be due prior to any work on those features being initiated.

A final payment equal to the balance (90%) of the basic Cottage Entrance Fee is due and payable prior to occupancy. Resident is required to occupy the Cottage within sixty (60) days after notification of availability (see Section 4).

Independent Apartment and Cottage Entrance Fee - 90% Refund Plan: The Entrance Fee is refundable at a minimum of ninety percent (90%). The Entrance Fee is reduced by a one percent (1.0%) at the time of initial occupancy and by one half of one percent (0.5%) per month for the first eighteen (18) months of occupancy after which an ninety percent (90%) refund will be paid to the Resident or the Resident's estate if the Living Unit is vacated. The balance of any Entrance Fees to be reimbursed after termination of the Residency Agreement will be paid by Trinity Oaks after the Living Unit is vacated and the reoccupancy of the Apartment or Cottage.

Independent Apartment and Cottage Entrance Fee - 50% Refund Plan: The Entrance Fee is refundable at a minimum of fifty percent (50%). The Entrance Fee is reduced by a two percent (2.0%) at the time of initial occupancy and by one percent (1.0%) per month for the first forty-eight (48) months of occupancy after which a fifty percent (50%) refund will be paid to the Resident or the Resident's estate if the Living Unit is vacated. The balance of any Entrance Fees to be reimbursed after termination of the Residency Agreement will be paid by Trinity Oaks after the Living Unit is vacated and the reoccupancy of the Apartment or Cottage.

Independent Apartment and Cottage Entrance Fee - Limited Refund Plan: The Entrance Fee is reduced by a four percent (4%) service fee at the time of occupancy and by two percent (2%) per month for the first forty-eight (48) months of occupancy. The Entrance Fee is non-refundable after forty-eight (48) months. The balance of any Entrance Fees to be reimbursed after termination of the Residency Agreement will be paid by Trinity Oaks after the Living Unit is vacated and the reoccupancy of the Apartment or Cottage.

- (iii) Resident agrees that, notwithstanding any right to a reimbursement of all or any portion of the Entrance Fees as provided in this Agreement, such Entrance Fees, when paid to Trinity Oaks, shall become part of the funds and property of Trinity Oaks, may be commingled with any other funds received by Trinity Oaks, and may be used by Trinity Oaks for any ordinary and necessary purposes related to the operation of Trinity Oaks, including payment of the principal amount and any interest with respect to any loans made to Trinity Oaks.

(b) Monthly Fees and Charges.

- (i) Monthly Fees and Charges for Apartment or Cottage Residents:

Resident shall pay to Trinity Oaks by the tenth (10th) of each month after occupancy commences a Monthly Maintenance Fee of \$ _____. If there is a second Resident in the Apartment or Cottage, the second Resident shall pay the published Second Person Monthly Maintenance Fee of \$ _____. The Monthly Maintenance Fee for any part of a month occurring at the beginning of occupancy shall be prorated and become due and payable upon occupancy.

- (ii) The Monthly Maintenance Fee generally is adjusted annually. Fee adjustments are approved by the Board of Directors with sixty (60) days prior written notice given to Resident. Fee adjustments are to cover the cost to Trinity Oaks of maintaining services and the financial integrity of Trinity Oaks including maintaining adequate reserve funds. Residents can generally anticipate an annual increase in monthly maintenance fees of 4-6% based on inflation, health care inflation, market conditions, insurance increases, rising expenses, etc. It is agreed that payments of the Monthly Maintenance Fee shall continue during any temporary absence from Trinity Oaks. However, if Resident is absent from Trinity Oaks for seven (7) or more consecutive days, a daily meal credit will apply from the first day of absence, provided that Resident has given Trinity Oaks prior written notice of such absence, excepting those instances in which a resident is hospitalized. Fees for additional and optional services may be increased or decreased at Trinity Oaks' discretion without such notice.

(iii) The Assisted Living Center and Trinity Oaks health and rehab Monthly and Daily Fees/Charges.

Trinity Oaks will obtain and publish, from time to time, daily rates from Trinity Oaks health and rehab, for Assisted Living, and nursing care services provided by the Nursing Center.

If a Resident is admitted to Trinity Oaks health and rehab (or any other nursing center if space is not first available at Trinity Oaks health and rehab), the Resident will continue to pay the Monthly Maintenance Fee for his/her Independent or Assisted Living Unit. The Resident will receive a 10% discount on Trinity Oaks health and rehab at then current private pay rates. Only when services cannot be provided by Trinity Oaks health and rehab will services at another nursing center be covered by this 10% discount. When eligible for Medicare benefits, Medicare pays first for health care. When benefits are no longer applicable, the 10% discount will apply. If a Resident becomes eligible for Medicaid then the 10% discount does not apply. All Residents at Trinity Oaks health and rehab are responsible for their pharmacy copayments.

If a transfer to the Trinity Oaks health and rehab is determined likely to be permanent in accordance with Section 7(b) of this document, then the Resident will continue payment of the Monthly Maintenance Fee up to the point that the Apartment or Cottage is vacated including the return of the keys to the residence, entrance door cards, personal pendant(s), and garage door opener, if applicable. However, in such an event, a reduction in the Monthly Maintenance Fee will be made in an amount determined by Trinity Oaks to eliminate, where possible, the duplication of services and charges to the Resident.

- (c) Additional Charges. Resident also agrees to pay any and all additional amounts which may become due under this Agreement and any and all charges for additional or optional services provided to the Resident (see Section 15).
- (d) Monthly Statements. The Business Office will furnish the Resident with a monthly statement showing the total amount of the Monthly Maintenance Fee and all other charges owed by the Resident. All charges will be due and payable by the tenth (10th) day of each month. Late payments will be assessed a penalty of twenty-five dollars (\$25).
- (e) Inability to Pay. Resident agrees that in the event he/she shall become unable to pay the Monthly Maintenance Fee, or any part thereof, Trinity Oaks may, at its sole discretion, credit such fees or charges against any amounts which Trinity Oaks would be required to reimburse to Resident under the provisions of Section 10. It is the declared policy of Trinity Oaks to operate as a charitable, not-for-profit organization and not to terminate the residency of Resident solely by reason of financial inability of Resident to pay the total Monthly Maintenance Fee or any other fees or charges assessed under this Agreement, even though Resident's right to reimbursement of any portion of the Entrance Fee has been extinguished by reason of the credits referred to in this section, so long as the following conditions have been met: (i) in the sole discretion of Trinity Oaks, the ability to operate Trinity Oaks on a sound financial basis is not impaired; (ii) after entering into this Agreement, Resident shall not, without the Executive Director's prior written consent, have impaired his/her ability to meet

financial obligations to Trinity Oaks; and (iii) Resident has applied for and documented justification for special financial consideration.

7. Transfer or Changes in Levels of Care.

- (a) Procedure. In the event it is determined that the Resident requires a transfer or change in the level of care and accommodations, the Resident hereby agrees to make such a change. Such determination will be made by and based on the professional opinion of the Director of Community Relations, the Executive Director and if needed, other health care support staff. A decision to transfer the Resident will be made in the best interest of the Resident and only after consultation to the extent possible with the Resident, the representatives of the Resident's family or sponsor, and the Resident's physician.
- (b) Transfer Outside Trinity Oaks. If it is determined by the Director of Community Relations, the Executive Director and if needed, other health care support staff, that the Resident needs care beyond the scope of the facility and personnel of Trinity Oaks, the Resident will be transferred to a qualified hospital, nursing center or institution equipped to give such care, at the expense of the Resident. Such transfer of the Resident will be made only after consultation to the extent possible with the Resident, a representative of the Resident's family or sponsor and the Resident's physician.
- (c) Medical/Mental Condition. Trinity Oaks is not designed or licensed to care for persons who have certain medical or mental conditions or suffer from certain contagious or dangerous diseases. If it is determined by the Director of Community Relations, the Executive Director and if needed, other health care support staff, , using standard legal/medical and acceptable evaluation procedures, that a Resident suffers from a medical or mental condition, so that a Resident's continuing presence at Trinity Oaks is detrimental to the health or safety of the Resident or other Residents, then the Resident may be transferred to an institution capable of administering needed care and his/her Apartment or Cottage shall be assigned to others, subject to the rights of any remaining second Apartment or Cottage Resident. In such situations, the expenses of such institution will be the responsibility of the Resident. The final determination will be at the discretion of the Executive Director. (Also see Section 14, Personal Belongings).
- (d) Release/Readmission. If a determination is made by the Director of Community Relations, the Executive Director and if needed, other health care support staff, that any such transfer or change described in this Section will likely be permanent in nature, the Resident hereby agrees to release his/her rights and use of the Apartment or Cottage, subject to the rights of any remaining second Apartment or Cottage Resident [see Section 2(f) and (g)]. If, however, the Director of Community Relations, the Executive Director and if needed, other health care support staff, subsequently determine that the Resident can resume occupancy in accommodations equivalent to those previously occupied by the Resident, the Resident shall have priority to such accommodations as soon as they become available, with no additional Entrance Fee unless the Entrance Fee has been refunded under the provisions described in Section 10.

8. Termination.

- (a) Statutory 30-Day Period. This Agreement may be rescinded by Resident at any time within thirty (30) days following the later of the date of execution of this Agreement or the receipt by Resident of the Disclosure Statement required by Article 64 of Chapter 58 of the North Carolina General Statutes. During this thirty (30) day period, Resident shall not be required to move into Trinity Oaks. If such rescission is made, any money or property paid or transferred to Trinity Oaks, except those periodic charges specified in this Agreement and applicable only to such period as the Apartment was actually occupied by the Resident, shall be returned in full to the Resident or to the party who made the payment or payments on behalf of the Resident except for a non-refundable processing fee of 2% of the Apartment or Cottage Entrance Fee and any nonstandard costs (including Major Options, custom selections and upgrades, and requested change orders for a Cottage) specifically incurred by Trinity Oaks at the request of the Resident and described in the Residency Agreement or an amendment to it signed by the resident. Thereafter neither party shall have any further obligation or duty to the other. Reimbursement due will be refunded within 90 days of written notification of rescission by Resident.
- (b) Death or Illness Prior to Occupancy. If Resident dies before occupying an Apartment or Cottage or if, on account of illness, injury or incapacity Resident is precluded from occupying an Apartment or Cottage under the terms of this Agreement, this Agreement is automatically canceled and Resident or his legal representative shall receive a refund of all money or property paid or transferred to Trinity Oaks, less (i) those nonstandard costs (custom selections and upgrades) specifically incurred by Trinity Oaks at the request of the Resident and described in this Agreement or an addition to it signed by the Resident and (ii) the non-refundable processing fee of \$1000. Reimbursement due will be refunded within 90 days of written notification by Resident or his/her legal representative.
- (c) Termination by Resident After Statutory 30-Day Period. Beginning with the first full calendar day following expiration of the statutory 30-day period, and before Resident has begun occupancy in Trinity Oaks, Resident may terminate this Agreement for reasons other than (i) death, or (ii) illness, injury or other incapacity which would make it inappropriate for Trinity Oaks to accept the Resident's occupancy in the Apartment or Cottage. Resident will receive reimbursement of all monies paid or transferred to Trinity Oaks, less those nonstandard costs (custom selections and upgrades) specifically incurred by Trinity Oaks at the request of the Resident and described in this Agreement or an addition to it signed by the Resident, and the non-refundable processing fee equal to two percent (2%) of the Apartment or Cottage Entrance Fee which shall be retained by Trinity Oaks as liquidated damages for costs incurred due to the termination by Resident. Refunds will be made within 90 days of notification by Resident or his/her legal representative.
- (d) Termination by Resident After Occupancy. After occupancy, subject to the provisions of Section 10, Resident may terminate this Agreement by giving written notice to the Executive Director no less than ninety (90) days before Resident intends to move out of Trinity Oaks. Resident is responsible to pay Monthly Maintenance Fees during the ninety (90) day period or until the Independent Living Apartment or Cottage is vacated, whichever occurs last (see Section 10, Reimbursement of Entrance Fees - Independent Living).
- (e) Death of Resident After Occupancy. In the event of the death of Resident after occupancy, this Agreement shall be subject to termination as follows:

- (i) If there is only one Resident occupying the Living Unit, the Residency Agreement shall be automatically terminated as of the date of death of such Resident or the date thereafter upon which all of Resident's property is removed from the Living Unit, all keys, pendant, entrance slide and garage door opener (if applicable) have been turned into the Director of Resident Services. The Monthly Maintenance Fee shall automatically be terminated at this point. Resident's Estate is responsible for any payment due Trinity Oaks. Resident's Entrance Fee is subject to refund as provided in Section 8.
 - (ii) If there is more than one Resident occupying the Living Unit, the second person shall have the option of continuing to reside in the Living Unit at the single person rate under the terms of the Residency Agreement. The surviving Resident's Entrance Fee is subject to refund as provided in Section 8.
- (f) Termination by Trinity Oaks. The Executive Director may, subject to the provisions of Section 10, upon notice and opportunity to cure as herein provided, revoke Resident's right to reside at Trinity Oaks and terminate this Agreement upon the occurrence of any default by the Resident in meeting the covenants, warranties, representations and terms of Residency provided for in this Agreement or for violations of policies stated in the Residents Handbook. Trinity Oaks may also terminate this Agreement at any time for any good cause. Good cause shall be limited to:
1. Proof that you are a danger to yourself or others;
 2. Nonpayment by you of any fee due to the Community;
 3. Repeated conduct by you that interferes with other residents' quiet enjoyment of the Community;
 4. Persistent refusal by you to comply with the reasonable written rules and regulations of the Community;
 5. Material misrepresentation made intentionally or recklessly by you in your application for residency, or related materials regarding information which, if accurately provided, would have resulted in either a failure of you to qualify for residency or a material increase in the cost of providing to you the care and services provided under this Agreement, including with respect to those items referred to in Section 3;
 6. Material breach by you of this Agreement.

However, we shall not terminate the Agreement as provided herein until we give you written notice of, and a reasonable opportunity to cure within a reasonable period, the conduct warranting the cancellation of this Agreement.

- (g) Notice and Right to Cure. Once Resident has occupied the Apartment or Cottage, the Executive Director shall give Resident notice in writing of any default by Resident and Resident shall have thirty (30) days within which to correct the default. If Resident fails to

correct the default within thirty (30) days, Trinity Oaks may, at its sole option, terminate this Agreement at the expiration of the thirty (30) day period.

9. Remedies Upon Termination. Upon notification of opportunity to cure any default as described in Section 8(f) and (g) of this Agreement, the Executive Director may, without further notice to Resident and without further demand for amounts due, terminate this Agreement, suspend all services provided hereunder and re-enter the Apartment or Cottage and remove all persons and property. Resident hereby waives all demand and any and all service of notice in writing or otherwise, prescribed by any statute or any other law whatever, of intention to re-enter and waives all claims for damages that may be caused by Trinity Oaks in re-entering and taking possession of the Apartment or Cottage. If Resident shall abandon or vacate the Apartment or Cottage before the termination of this Agreement, Resident will pay Trinity Oaks liquidated damages in an amount equal to the full amount of the Monthly Maintenance Fee due for the period of abandonment or vacation until a termination of this Agreement is effected as provided in Section 8(d). Pursuit of any of the above remedies shall not preclude pursuit of any other remedies herein provided or any other remedies given by law or equity. All of the remedies given to Trinity Oaks in this document, and all rights and remedies given by law or equity shall be cumulative and concurrent.

10. Reimbursement of Entrance Fee - Independent Living

(a) Amount. If, after Resident has commenced occupancy at Trinity Oaks, if Resident or Trinity Oaks terminates this Agreement, or in the event of the death of the Resident, the Resident (or Resident's estate) will be reimbursed as follows:

Independent Apartment and Cottage Residents - 90% Refund Plan: The Entrance Fee is refundable at a minimum of ninety percent (90%). The Entrance Fee is reduced by a one percent (1.0%) at the time of initial occupancy and by one half of one percent (0.5%) per month for the first eighteen (18) months of occupancy after which an ninety percent (90%) refund will be paid to the Resident or the Resident's estate if the Living Unit is vacated. The balance of any Entrance Fees to be reimbursed after termination of the Residency Agreement will be paid by Trinity Oaks after the Living Unit is vacated and the reoccupancy of the Apartment or Cottage.

Independent Apartment and Cottage Residents - 50% Refund Plan: The Entrance Fee is refundable at a minimum of fifty percent (50%). The Entrance Fee is reduced by a two percent (2.0%) at the time of initial occupancy and by one percent (1.0%) per month for the first forty-eight (48) months of occupancy after which a fifty percent (50%) refund will be paid to the Resident or the Resident's estate if the Living Unit is vacated. The balance of any Entrance Fees to be reimbursed after termination of the Residency Agreement will be paid by Trinity Oaks after the Living Unit is vacated and the reoccupancy of the Apartment or Cottage.

Independent Apartment and Cottage Residents - Limited Refund Plan: The Entrance Fee is reduced by a four percent (4%) service fee at the time of occupancy and by two percent (2%) per month for the first forty-eight (48) months of occupancy. The Entrance Fee is non-refundable after forty-eight (48) months. The balance of any Entrance Fees to be reimbursed after termination of the Residency Agreement will be paid by Trinity Oaks after the Living Unit is vacated and the reoccupancy of the Apartment or Cottage.

In addition, Trinity Oaks will retain as reimbursement for previously incurred expenses on behalf of the Resident, a sum equal to:

- (i) The amount of medical expenses incurred by Trinity Oaks for Resident's care during the term of his/her residency, unpaid by Resident at date of termination;
 - (ii) The amount of any Monthly Maintenance Fee or other sums owed by Resident to Trinity Oaks under this Agreement including late charges;
 - (iii) The amount of any Monthly Maintenance Fee, the collection of which may have been deferred on behalf of Resident under Section 6(e); and
 - (iv) The cost of any extraordinary repairs or refurbishing with respect to the Apartment or Cottage, including the entries and doors, or any alterations required to restore the Apartment or Cottage to standard design or condition.
- (b) Multiple Residents. It is understood that when two persons are named in this Agreement, reimbursement of the refundable portion of the Entrance Fee, if any, and in accordance with Section 10(a), will be made only after the termination of this Agreement.
11. Required Health Insurance Coverage. Resident shall maintain Medicare Part A, Medicare Part B and one supplemental health insurance policy or maintain equivalent insurance coverage comparable to Medicare and approved by the Executive Director to assure Resident's ability to cover such health care related costs, and shall furnish to Trinity Oaks evidence of such coverage as it may from time to time request. In the event Resident is not eligible or does not qualify for Medicare Part A or Part B, Resident shall maintain other health insurance approved by Trinity Oaks. If insurance coverage is provided through a managed health care policy, terms of the policy may dictate where the Resident may receive health care services. If insurance coverage is not maintained, or if Resident refuses medical treatment, which, in the opinion of Resident's attending physician or the Medical Director is medically required for the health of the Resident or the health or safety of other Residents of Trinity Oaks, the Executive Director may terminate Resident's right to reside at Trinity Oaks and terminate this Agreement as provided in Section 8(f).
12. Religious Affiliation. Trinity Oaks is a non-stock, nonprofit North Carolina corporation sponsored by Lutheran Services for the Aging, Inc., a not-for-profit social ministry agency serving senior adults of all faiths. It is affiliated with the North Carolina Synod of the Evangelical Lutheran Church in America, and is a 501(c)(3) tax exempt organization under the Internal Revenue Code. Lutheran Services for the Aging will not be responsible for the contractual obligations of Trinity Oaks. Through private contributions, Trinity Oaks expects to have, from time to time, funds to assist Residents unable to meet the full cost of the monthly fees, but it cannot contract in advance for such assistance [see Section 6(e)].
13. Funeral Expenses. Trinity Oaks will not be liable for the cost of the burial of the Resident. The costs of burial and related services shall be paid for by the Resident's estate, the Resident's relatives, or other agent designated by the Resident.
14. Personal Belongings. Jewelry and personal possessions or effects brought into Trinity Oaks by the Resident will remain the property of the Resident. Unless special arrangements are made in writing by the Resident with the Executive Director, Trinity Oaks will not be responsible for the loss or theft thereof. Resident shall, prior to occupancy of the Apartment or Cottage, make provisions in a last will

and testament for the final disposition of his/her furniture and possessions located at Trinity Oaks, for burial and payment of funeral expenses and for the appointment of a personal representative; and shall deliver to the Director of Community Relations a copy of the pertinent provisions of the Resident's Last Will and Testament at the time he/she commences occupancy. If removal of Resident's property is not accomplished within thirty (30) days after termination of residency, Trinity Oaks may remove and place in storage with a bonded moving or storage company, all of Resident's property and possessions, and Resident or Resident's estate, as the case may be, shall be charged for all costs associated with the storage. These provisions are subject to the rights of any remaining second Apartment or Cottage Resident. Trinity Oaks shall not be responsible for the loss of, or damage to, any property belonging to the Resident due to theft, mysterious disappearance, fire or any other cause. The Resident maintains the responsibility for obtaining desired insurance protection covering any such liability.

15. Indebtedness to Trinity Oaks and LSA Affiliates. To the extent allowed by applicable law, Trinity Oaks and other LSC affiliates shall have a preferred claim against the estate of the Resident for any care furnished or for any funds which may be advanced for the residency or care of the Resident which may remain unpaid, and any personal property or real estate which the Resident owns shall stand as security for and is hereby pledged to the payment of any unpaid claims due to Trinity Oaks and other LSC affiliates. To the extent allowed by applicable law, the Resident for himself/herself, his/her heirs and legal representatives, hereby waives any and all claims which the Resident might have to exemption and agrees that these personal assets shall be liable for any debts owed Trinity Oaks and other LSC affiliates by Resident.
16. Casualty Loss, Condemnation.
 - (a) Total Destruction. If Resident's Apartment or Cottage at Trinity Oaks is totally destroyed or damaged by fire or other casualty not occurring through fault or negligence of Trinity Oaks or those employed by or acting for Trinity Oaks, that the same cannot be repaired and restored within a period of ninety (90) days, this Agreement shall absolutely cease and terminate, and the Monthly Maintenance Fee shall abate for the balance of the term as of the date of the casualty. Trinity Oaks will maintain "property" insurance coverage to cover the building and contents losses sustained because of the necessary termination of operations from an insured peril.
 - (b) Partial Destruction. If the damage caused as described in Section 16(a) above is only partial, so that the Resident's Apartment or Cottage can be reasonably restored within a period of ninety (90) days to its condition prior to the partial destruction, Trinity Oaks may, at its option, terminate this Agreement, provide alternative temporary housing, or restore Trinity Oaks to such condition reserving the right to enter the Apartment or Cottage for that purpose. In any event, the Monthly Maintenance Fee shall be reduced during the time Trinity Oaks is in possession, taking into account the extent that the Apartment or Cottage is rendered untenable and the duration of Trinity Oaks' possession. Trinity Oaks will maintain "business income" and "extra expense" insurance coverage to cover losses sustained because of the necessary suspension of operations from an insured peril.
 - (c) Condemnation. If Trinity Oaks is taken or condemned for a public or quasi-public use or a deed in lieu is given, in whole or in part, so that Trinity Oaks can no longer be operated reasonably in the opinion of Trinity Oaks' Board of Directors, this Agreement shall terminate as the date title shall rest in the condemner, and the Monthly Maintenance Fee shall abate. In the event of condemnation, the Resident waives all claims against Trinity Oaks, and Resident

agrees that he/she will not make or be entitled to any claim or recovery against the condemning authority.

17. Government Eligibilities. Should either Trinity Oaks or the Resident be eligible for federal, state or other funds on behalf of the Resident, nothing in this Agreement shall be construed so as to make either party ineligible for such funds, and the Resident expressly waives any provision in this Agreement which might now or hereafter be in conflict with any federal, state or other law or regulations, and agrees to apply for and cooperate in obtaining such benefits.
18. Liability of Trinity Oaks. The death of the Resident will cancel any and all obligations or liability of Trinity Oaks under the terms of this Agreement [see Section 8(e)].
19. Rights of Management. The absolute rights of management are reserved by Trinity Oaks. Trinity Oaks reserves the right to accept or reject any person for residency. The rights of the Residents do not include any right to participate in the management of Trinity Oaks, to determine admissions or terms of admission of any other Resident, to alter common areas within Trinity Oaks, or to make unapproved alterations to their Apartment or Cottage.
20. Durable Power of Attorney. Resident agrees to execute under seal and maintain in effect a Durable Power of Attorney that is valid under North Carolina law and will survive Resident's incapacity or mental incompetence. This Durable Power of Attorney may be effective only upon certification by a licensed physician that Resident is incapacitated or mentally incompetent, and shall designate as Resident's attorney-in-fact a bank or some responsible person of his/her choice to act for him/her managing his/her financial affairs and in filing for insurance and/or other benefits under private and public assistance programs in as full and complete a manner as Resident could do if acting personally for himself/herself. Resident shall deliver a fully executed original of this Durable Power of Attorney to Trinity Oaks prior to occupancy of the Apartment or Cottage.
21. Binding Effect. The covenants and conditions of this Agreement shall bind and benefit respectively Trinity Oaks and its successors and assigns, and Resident and his/her heirs, personal representatives, successors and assigns, except as herein otherwise specified in this Agreement. This Agreement, together with the rules and regulations provided for, shall constitute the full and entire Agreement and understanding between the parties. There are no restrictions, promises, warranties, covenants or undertakings, other than those set forth or referred to in this Agreement. This Agreement, the Exhibits to this Agreement, and other documents and Agreements referred to herein supersede all prior Agreements and undertakings between the parties with respect to this subject matter.
22. Interruptions. Trinity Oaks shall not be required to perform any condition, term or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, material or labor shortages or failures, lockouts, restrictions by any governmental authority, civil riot, floods and any other cause not reasonably within the control of Trinity Oaks and which by the exercise of ordinary care Trinity Oaks is unable, wholly or in part, to prevent or overcome.
23. Severability. If any clause or provision of this Agreement should be illegal, invalid or unenforceable, these provisions shall be deemed to be severable and the remainder of this Agreement shall not be affected by this action. In lieu of the clause or provision that is illegal, invalid, or unenforceable, there shall be substituted a clause or provision as similar in terms to the illegal, invalid, or unenforceable clause or provision as may be legal, valid and enforceable. No amendment of this Agreement will be valid and enforceable unless in writing and executed by the Executive Director and Resident except

that management may amend this Agreement from time to time so that this Agreement complies with applicable laws, rules and regulations of the Federal, State or local government.

24. Governing Law. This Agreement will be governed by and construed under the laws of the State of North Carolina.
25. Execution. This Agreement has been executed on behalf of Trinity Oaks by its duly authorized agent. No officer, director, agent or employee of Trinity Oaks shall have any personal liability hereunder to Resident under any circumstances.
26. Waiver. No waiver of any term or condition of this Agreement shall be effective unless made in writing and executed by the parties to the Agreement. Nor shall any waivers be deemed to excuse the performance of any act other than those specifically referred to in the written notice of waiver. Any failure of Trinity Oaks to insist upon strict and/or prompt performance of the requirements, covenants, terms or conditions of this Agreement, and/or the acceptance of such performance thereafter, will not constitute or be construed as a waiver or the relinquishment of Trinity Oaks' right to thereafter enforce the same strictly in the event of a continuing or subsequent default on the part of the Resident.
27. Interpretation. The captions contained herein are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement or affect any of the terms and provisions of this Agreement. Any reference expressed in any gender shall be deemed to include each of the other genders, and the singular shall be deemed to include the plural and vice versa, unless the context otherwise requires.
28. Notice. All notices and other communication hereunder shall be in writing and shall be deemed given if delivered personally or mailed by first class mail (postage paid) to the persons at the following addresses (or at such other address for a party as shall be specified by like notice):
 - (a) If to Trinity Oaks:
 - (i) LUTHERAN RETIREMENT CENTER - SALISBURY, INC.
d/b/a TRINITY OAKS
728 Klumac Road
Salisbury, North Carolina 28144-5714
 - (b) If to the Resident:
 - (i) If before Occupancy, as follows:

 - (ii) If after Occupancy, at the Apartment or Cottage.
29. Multiple Originals. This Agreement shall be executed in multiple originals, so that each Resident and Trinity Oaks shall retain an original, fully executed document.

30. Acknowledgment of Receipt. Resident acknowledges that he has received an executed copy of this Agreement, including Addendums I through IV.
31. IN WITNESS WHEREOF, the parties hereto duly executed this Agreement as of the day and year first above written.

LUTHERAN RETIREMENT CENTER –
SALISBURY, INC., d/b/a/
TRINITY OAKS

Witness

By: _____
Executive Director

Witness

Resident

Witness

Resident

Date: _____

ADDENDUM I

**RESERVATION AGREEMENT
FOR AN APARTMENT
TRINITY OAKS - SALISBURY**

THIS RESERVATION AGREEMENT is made this _____ day of _____, _____, between LUTHERAN RETIREMENT CENTER - SALISBURY, INC., a North Carolina nonprofit corporation operating under the name of Trinity Oaks, and _____ (herein individually or collectively called "Resident"). If a husband and wife or two other persons desiring to share an Apartment at Trinity Oaks enter into this Agreement, the term Resident shall apply to them jointly and severally and to the survivor of them.

WHEREAS, Trinity Oaks owns and operates the retirement community located at 728 Klumac Road in Salisbury, Rowan County, North Carolina; and

WHEREAS, Resident desires to reserve the living unit ("Apartment") located at Trinity Oaks and designated in the Reservation Agreement, and Trinity Oaks desires to make such Apartment available to Resident;

NOW, THEREFORE, Resident and Trinity Oaks agree as follows:

- I. **APARTMENT RESERVATION.** Resident agrees to reserve Apartment number _____, a _____ Apartment. Reservation is contingent upon any prior reservation received by a current resident for a like unit and the current resident shall have first right of refusal to proceed with a new Residency Agreement within 7 days.
- II. **PROJECTED DATE OF OCCUPANCY.** Resident estimates the projected date of occupancy of the Apartment to be on or about _____, _____.
- III. **ADMISSIONS PROCEDURES.**
 - A. **Application Forms.** Within thirty (30) days after execution of this Reservation Agreement, the Resident agrees to submit an Application for Admission, a Personal Health History and a Confidential Financial Statement on forms provided by Trinity Oaks. Updated forms may be required within thirty (30) days of occupancy.
 - B. **Personal Interview.** The Resident shall have an interview with a representative from Trinity Oaks prior to an Admissions Committee review.
 - C. **Admissions Committee Review.** The Admissions Committee will review the Application Forms as a basis for initial acceptance for admission to Trinity Oaks. The Admissions Committee will accept or deny the application based on the criteria and policies established by the Board of Directors. The Executive Director or representative appointed by Trinity Oaks will notify the Resident in writing of the action taken by the Admissions Committee.

- D. Residency Agreement. At the time of execution of this Reservation Agreement, the Resident will be provided a copy of the Residency Agreement included in the Disclosure Statement. The Resident shall execute the Residency Agreement within ten (10) days of notification of initial acceptance by the Admissions Committee.
- E. Disclosure Statement. Upon execution of this Reservation Agreement, Trinity Oaks shall provide the Resident a copy of the Disclosure Statement which fully describes the organization, facilities, policies, services, fees, financial condition, projections, and other vital information.

IV. FINANCIAL ARRANGEMENTS

- A. Entrance Fee. The Resident agrees to pay Trinity Oaks an Entrance Fee equal to \$_____ under the _____ Entrance Fee Refund Plan as a condition of becoming a Resident. The amount and terms of the Entrance Fee shall be paid as follows:
1. Reservation Deposit. A Reservation Deposit of One Thousand Dollars (\$1,000.00) is paid upon the execution of this Reservation Agreement by the Resident.
 2. Ten Percent (10%) Deposit. An amount equal to ten percent (10%) of the Entrance Fee, less the One Thousand Dollar (\$1,000.00) Reservation Deposit, or \$_____, is due and payable within ten (10) days of Resident having received written notice of initial acceptance by the Admissions Committee.
 3. Balance of the Entrance Fee. The balance of ninety (90%) of the total Entrance Fee will be due and payable within ninety (90) days of the date of this Reservation Agreement or one (1) day prior to occupancy of the Apartment by the Resident, unless otherwise agreed to in writing by Trinity Oaks.
- B. Monthly Maintenance Fee. In addition to the Entrance Fee, the Resident agrees to pay a Monthly Maintenance Fee. As of the date of this Reservation Agreement, the Monthly Maintenance Fee for the Apartment is \$_____ per month for the first Resident, and an additional \$_____ per month if a second Resident occupies the Apartment. The Monthly Maintenance Fee will begin within ninety (90) days of the date of this Reservation Agreement or upon occupancy of the Apartment by the Resident, whichever first occurs, unless otherwise agreed to in writing by Trinity Oaks.

- V. TERMINATION AND REFUND. The Resident may terminate this Agreement prior to entering into the Residency Agreement for any reason by giving written notice to Trinity Oaks. The Resident shall be refunded the entire amount of the Reservation Fee of One Thousand Dollars (\$1,000.00), minus a processing fee of Five Hundred Dollars (\$500.00), within thirty (30) days of such notice.

- VI. PRELIMINARY AGREEMENT. The Residency Agreement is preliminary in nature and precedent to the Residency Agreement which will be entered into within ten (10) days upon notification of initial acceptance by the Admissions Committee.

IN WITNESS WHEREOF, Trinity Oaks and Resident have executed this Agreement and the Reservation Deposit of One Thousand Dollars (\$1,000.00) has been paid as of the day and year first written above.

Witness

Resident

Witness

Resident

Current Address (Number and Street)

City, State, Zip Code

Telephone

LUTHERAN RETIREMENT CENTER - SALISBURY, INC.
d/b/a TRINITY OAKS

Signature

Title

Date

ADDENDUM II

**RESERVATION AGREEMENT
FOR A COTTAGE
TRINITY OAKS - SALISBURY**

THIS RESERVATION AGREEMENT is made this _____ day of _____, _____, between LUTHERAN RETIREMENT CENTER - SALISBURY, INC., a North Carolina nonprofit corporation operating under the name of Trinity Oaks, and _____ (herein individually or collectively called "Resident"). If a husband and wife or two other persons desiring to share a Cottage at Trinity Oaks enter into this Agreement, the term Resident shall apply to them jointly and severally and to the survivor of them.

WHEREAS, Trinity Oaks owns and operates the retirement community located at 728 Klumac Road in Salisbury, Rowan County, North Carolina; and

WHEREAS, Resident desires a Cottage located at Trinity Oaks and designated in the Reservation Agreement, and Trinity Oaks desires to make such Cottage available to Resident;

NOW, THEREFORE, Resident and Trinity Oaks agree as follows:

- I. **COTTAGE RESERVATION.** Resident agrees to reserve the Cottage at _____. A Cottage Reservation must be accompanied by a deposit of One Thousand Dollars (\$1,000.00) upon the execution of this Reservation Agreement by the Resident. Reservation is contingent upon any prior reservation received from a current resident for a like unit and the current resident will have first right of refusal to proceed with a new Residency Agreement within 7 days after the signing of this Agreement.

- II. **PROJECTED DATE OF OCCUPANCY.** Resident estimates the projected date of occupancy of the Cottage to be on or about _____, _____.

- III. **ADMISSIONS PROCESS.** Trinity Oaks and Resident agree to proceed with the admissions process as outlined below:
 - A. **Application Forms.** Within thirty (30) days after execution of this Reservation Agreement, the Resident agrees to submit an Application for Admission, a Personal Health History and a Confidential Financial Statement on forms provided by Trinity Oaks. Updated forms may be required within thirty (30) days of occupancy.

 - B. **Personal Interview.** The Resident shall have an interview with a representative from Trinity Oaks prior to an Admissions Committee review.

 - C. **Admissions Committee Review.** The Admissions Committee will review the Application Forms as a basis for initial acceptance for admission to Trinity Oaks. The Admissions Committee will accept or deny the application based on the criteria and policies established by the Board of Directors. The Executive Director or representative appointed by Trinity Oaks will notify the Resident in writing of the action taken by the Admissions Committee.

- D. Residency Agreement. At the time of execution of this Reservation Agreement, the Resident will be provided a copy of the Residency Agreement included in the Disclosure Statement. The Resident shall execute the Residency Agreement within ten (10) days of notification of initial acceptance by the Admissions Committee.
- E. Disclosure Statement. Upon execution of this Reservation Agreement, Trinity Oaks shall provide the Resident a copy of the Disclosure Statement which fully describes the organization, facilities, policies, services, fees, financial condition, projections, and other vital information.

IV. FINANCIAL ARRANGEMENTS

- A. Entrance Fee. The Resident agrees to pay Trinity Oaks an Entrance Fee equal to \$_____ under the _____ Entrance Fee Refund Plan as a condition of becoming a Resident. The amount and terms of the Entrance Fee shall be paid as follows:
1. Reservation Deposit. A Reservation Deposit of One Thousand Dollars (\$1,000.00) is paid upon the execution of this Reservation Agreement by the Resident.
 2. Ten Percent (10%) Deposit. An amount equal to ten percent (10%) of the Entrance Fee, less the One Thousand Dollar (\$1,000.00) Reservation Deposit, or \$_____, is due and payable within ten (10) days of Resident having received written notice of initial acceptance by the Admissions Committee. Payment is due prior to any work for any options or custom features..
 3. Balance of the Entrance Fee. The balance of ninety (90%) of the total Entrance Fee will be due and payable within one hundred and twenty (120) days of the date of this Reservation Agreement or one (1) day prior to occupancy of the Cottage by the Resident, unless otherwise agreed to in writing by Trinity Oaks.
- B. Monthly Maintenance Fee. In addition to the Entrance Fee, the Resident agrees to pay a Monthly Maintenance Fee. As of the date of this Reservation Agreement, the Monthly Maintenance Fee for the Cottage is \$_____ per month for the first Resident, and an additional \$_____ per month if a second Resident occupies the Cottage. The Monthly Maintenance Fee will begin within ninety (90) days of the date of this Reservation Agreement or upon occupancy of the Cottage by the Resident, whichever first occurs, unless otherwise agreed to in writing by Trinity Oaks.

V. TERMINATION AND REFUND.

The Resident may terminate this Agreement prior to entering into the Residency Agreement for any reason by giving written notice to Trinity Oaks. The Resident shall be refunded the entire amount of the Cottage Reservation Deposit of One Thousand Dollars (\$1,000.00), minus a processing fee of Five Hundred Dollars (\$500.00), within thirty (30) days of such notice.

- VI. PRELIMINARY AGREEMENT.** This Reservation Agreement is preliminary in nature and precedent to the Residency Agreement which will be entered into within ten (10) days upon notification of initial acceptance by the Admissions Committee.

IN WITNESS WHEREOF, Trinity Oaks and Resident have executed this Agreement and the Cottage Reservation of One Thousand Dollars (\$1,000.00) has been paid as of the day and year first written above.

Witness

Resident

Witness

Resident

Current Address (Number and Street)

City, State, Zip Code

Telephone

LUTHERAN RETIREMENT CENTER - SALISBURY, INC.
d/b/a TRINITY OAKS

Signature

Title

Date

ADDENDUM III
TRINITY OAKS
DESIGNATION OF ENTRANCE FEE REFUND

This Addendum is made between _____ and Lutheran Retirement Center - Salisbury, Inc. (d/b/a Trinity Oaks). Disbursement of refunds will be made in accordance with the terms of the Residency Agreement and with the following provision:

ALL REFUNDS WILL BE PAID TO THE RESIDENT OR THE ESTATE IN CARE OF:

Name

Street or P. O. Box

City, State, Zip

Phone

Signature

Date

Signature

Date

ADDENDUM IV

**RECEIPT OF THE DISCLOSURE STATEMENT
OF LUTHERAN RETIREMENT CENTER - SALISBURY, INC.
KNOWN AS "TRINITY OAKS"**

I _____, with this statement, acknowledge receipt of the Disclosure Statement of Trinity Oaks Retirement Community dated March 1, 2019. This statement was made available to me prior to signing the Residency Agreement for Trinity Oaks.

Name

Name

Address

City, State, Zip

Date

Attachment 2

Certified Financial Statement
of Provider

Lutheran Services for the Aging, Inc. and Lutheran Family Services in the Carolinas and Affiliates

**Consolidated Financial Statements
and Supplementary Information**

Years Ended September 30, 2018 and 2017

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Independent Auditors' Report

Board of Trustees
Lutheran Services for the Aging, Inc. and
Lutheran Family Services in the Carolinas and Affiliates

Report on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of Lutheran Services for the Aging, Inc. and Lutheran Family Services in the Carolinas (nonprofit organizations) and Affiliates (the "Organizations"), which comprise the consolidated balance sheets as of September 30, 2018 and 2017, and the related consolidated statements of operations and changes in net assets, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement. The financial statements of Lutheran Services for the Aging, Inc., LSA Management, Inc., LSA Pharmacy, Inc., Lutheran Home - Albemarle, Inc., Lutheran Home - Hickory, Inc., Lutheran Home at Trinity Oaks, Inc., Lutheran Home - Hickory West, Inc., Lutheran Home - Winston Salem, Inc., Lutheran Home -Forsyth County, Inc., Lutheran Home - Wilmington, Inc., Lutheran Home Albemarle Property, Inc., Lutheran Home Hickory Property, Inc., Lutheran Home at Trinity Oaks Property, Inc., Lutheran Home Hickory West Property, Inc., Lutheran Home Winston-Salem Property, Inc., Lutheran Home - Forsyth County Property, Inc., Lutheran Home Wilmington Property, Inc., Lutheran Services Property, Inc., Lutheran Retirement Center -Salisbury, Inc., Lutheran Retirement Center -Wilmington, Inc., Lutheran Retirement Center at Lutheridge, Inc., LSA Elms at Tanglewood, Inc., LSA Elms Property, Inc., Lutheran Services for the Aging Foundation, Inc., Abundant Living Adult Day Services, Inc., LSA Therapy, Inc., Trinity at Home, Inc., Trinity Guardian Services, Inc. and LFS Real Properties, Inc. were not audited in accordance with *Government Auditing Standards*.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.



We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organizations, as of September 30, 2018 and 2017, and the results of their operations, changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters – Other Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations *Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the “Uniform Guidance”), is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 25, 2019, on our consideration of Lutheran Family Services in the Carolinas, Inc., Mountain Ridge Home, Inc. and Whittecar Home Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Lutheran Family Services in the Carolinas, Mountain Ridge Home, Inc. and Whittecar Home Inc.'s internal control over financial reporting and compliance.

Dixon Hughes Goodman LLP

**Raleigh, North Carolina
January 25, 2019**

**Lutheran Services for the Aging, Inc. and
Lutheran Family Services in the Carolinas and Affiliates
Consolidated Balance Sheets
September 30, 2018 and 2017**

	<u>2018</u>	<u>2017</u>
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 8,976,097	\$ 11,144,072
Investments	22,688,759	21,260,694
Accounts receivable, residents and clients, net of allowance for doubtful accounts of approximately \$1,200,000 and \$580,000 in 2018 and 2017, respectively	10,368,677	9,866,265
Current portion of other receivables	2,641,593	3,630,060
Inventories	1,003,780	967,507
Prepaid expenses	480,969	464,703
Residents' funds	120,853	115,393
Total current assets	<u>46,280,728</u>	<u>47,448,694</u>
Assets limited as to use:		
Investments - donor restricted endowment funds	3,226,332	3,047,098
Investments - temporarily restricted	4,281,068	3,762,773
Investments - board designated funds	7,673,229	7,169,035
Assets limited to use - operating reserve requirement	1,705,032	1,490,441
Bond funds	3,636,979	3,834,720
Assets restricted by donor for investment in property and equipment	1,960,323	2,442,152
Total assets limited as to use	<u>22,482,963</u>	<u>21,746,219</u>
Property and equipment, net	104,699,164	102,720,652
Assets held for sale	110,800	110,800
Other receivables, less current portion, net	276,176	348,815
Other assets	1,151,440	1,104,169
Total assets	<u>\$ 175,001,271</u>	<u>\$ 173,479,349</u>

See accompanying notes to the consolidated financial statements.

**Lutheran Services for the Aging, Inc. and
Lutheran Family Services in the Carolinas and Affiliates
Consolidated Balance Sheets
September 30, 2018 and 2017**

(Continued)

	<u>2018</u>	<u>2017</u>
LIABILITIES AND NET ASSETS		
Current liabilities:		
Current maturities of long-term debt	\$ 3,835,788	\$ 3,602,359
Current maturities of obligations under capital leases	33,939	73,639
Current portion of split-interest liability	49,000	49,000
Accounts payable, trade	2,868,164	2,750,749
Accrued salaries and payroll taxes	5,419,457	5,416,445
Accrued health benefits	467,493	420,197
Accrued interest payable	318,805	290,030
Refundable fees - current	923,987	871,586
Other accrued liabilities	1,169,460	1,033,776
Residents' funds liability	120,853	115,393
Total current liabilities	<u>15,206,946</u>	<u>14,623,174</u>
Long-term liabilities:		
Long-term debt, less current maturities	70,835,387	73,286,238
Long-term maturities of obligations under capital leases	55,021	21,808
Refundable fees	7,870,967	8,311,778
Deferred revenue from advance fees	7,500,443	6,821,368
Fair value of interest rate swap agreement	892,473	1,405,176
Split-interest liability	663,250	687,650
Total long-term liabilities	<u>87,817,541</u>	<u>90,534,018</u>
Total liabilities	103,024,487	105,157,192
Net assets:		
Unrestricted:		
Unrestricted, undesignated	53,837,197	50,854,110
Unrestricted, board designated funds	7,673,229	7,169,035
Total unrestricted	<u>61,510,426</u>	<u>58,023,145</u>
Temporarily restricted	7,240,026	7,332,646
Permanently restricted	3,226,332	2,966,366
Total net assets	<u>71,976,784</u>	<u>68,322,157</u>
Total liabilities and net assets	<u>\$ 175,001,271</u>	<u>\$ 173,479,349</u>

See accompanying notes to the consolidated financial statements.

**Lutheran Services for the Aging, Inc. and
Lutheran Family Services in the Carolinas and Affiliates
Consolidated Statements of Operations and Changes in Net Assets
Years Ended September 30, 2018 and 2017**

	<u>2018</u>	<u>2017</u>
Changes in unrestricted net assets:		
Revenues and other support:		
Net patient service revenue	\$ 100,493,736	\$ 98,288,106
Amortization of deferred entrance fees	1,379,617	1,141,132
Service fees - state, county and other	12,420,546	11,193,066
Federal grants and other	3,930,350	2,852,208
Net assets released from restrictions for operating purposes	346,054	374,207
Other revenue	2,036,157	1,640,019
Total revenue	<u>120,606,460</u>	<u>115,488,738</u>
Expenses:		
Salaries and wages	58,317,922	55,482,486
Employee benefits	10,717,685	10,132,217
Supplies and other	38,689,290	36,244,372
Medicaid bed assessment	2,394,877	2,411,335
Marketing expense	433,360	406,828
Depreciation and amortization	6,715,056	6,556,532
Interest expense	3,578,446	3,321,611
Total operating costs and expenses	<u>120,846,636</u>	<u>114,555,381</u>
Operating income (loss)	(240,176)	933,357
Nonoperating gains (losses):		
Investment income	1,085,704	759,244
Unrealized gains on investments	1,281,886	2,512,955
Net loss on disposal of property and equipment	(87,302)	(1,167,400)
Market value adjustment on swap agreement	512,703	689,297
Contributions	692,874	642,685
Loss on early extinguishment of long-term debt	-	(550,933)
Total nonoperating gains	<u>3,485,865</u>	<u>2,885,848</u>
Excess of revenue over expenses	<u>3,245,689</u>	<u>3,819,205</u>

**Lutheran Services for the Aging, Inc. and
Lutheran Family Services in the Carolinas and Affiliates
Consolidated Statements of Operations and Changes in Net Assets
Years Ended September 30, 2018 and 2017**

(Continued)

	<u>2018</u>	<u>2017</u>
Excess of revenue over expenses	\$ 3,245,689	\$ 3,819,205
Other changes in unrestricted net assets:		
Net asset transfer	15,756	(113,026)
Net asset released from restrictions for capital purposes	1,529,043	-
Non-recurring transaction	<u>(1,303,207)</u>	-
Change in unrestricted net assets	<u>3,487,281</u>	<u>3,706,179</u>
Changes in temporarily restricted net assets:		
Contributions and grants	1,337,909	1,319,035
Investment income	208,206	106,294
Unrealized gains on investments	252,116	573,307
Net asset transfer	(15,756)	8,015
Net assets released from restrictions	<u>(1,875,095)</u>	<u>(374,207)</u>
Change in temporarily restricted net assets	<u>(92,620)</u>	<u>1,632,444</u>
Changes in permanently restricted net assets:		
Investment income	5,329	7,759
Unrealized gains on investments	3,378	3,301
Contributions	251,259	14,710
Net asset transfer	-	105,011
Change in permanently restricted net assets	<u>259,966</u>	<u>130,781</u>
Change in net assets	3,654,627	5,469,404
Net assets at beginning of year	<u>68,322,157</u>	<u>62,852,753</u>
Net assets at end of year	<u>\$ 71,976,784</u>	<u>\$ 68,322,157</u>

See accompanying notes to the consolidated financial statements.

**Lutheran Services for the Aging, Inc. and
Lutheran Family Services in the Carolinas and Affiliates
Consolidated Statements of Cash Flows
Year ended September 30, 2018 with comparative total for 2017**

	<u>2018</u>	<u>2017</u>
Cash flows from operating activities:		
Change in net assets	\$ 3,654,627	\$ 5,469,404
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	6,715,056	6,556,532
Amortization of debt issuance costs and discount	59,880	96,972
Loss on early extinguishment of debt	-	550,933
Net loss on disposal and impairment of equipment	87,302	1,167,400
Provision for bad debt	1,328,661	958,611
Amortization of deferred entrance fees	(1,379,617)	(1,141,132)
Receipt of non-refundable entrance fees	2,953,963	3,079,096
Market value adjustment on swap agreement	(512,703)	(689,297)
Equity in income	(329,733)	(178,400)
Realized gains on investments	(79,955)	(873,297)
Unrealized gains on investments	(1,537,380)	(3,089,563)
Contributions received restricted for long-term purposes	-	(899,431)
Changes in assets and liabilities:		
Accounts receivable, residents and clients	(1,831,073)	(1,918,919)
Other receivables	1,061,106	(384,060)
Other assets	(61,919)	(219,853)
Accounts payable and other accrued liabilities	332,182	233,652
Other liabilities	4,375	-
Net cash provided by operating activities	<u>10,464,772</u>	<u>8,718,648</u>
Cash flows from investing activities:		
Purchase of property and equipment	(8,765,476)	(6,027,513)
Proceeds from sale of property and equipment	55,844	-
Purchase of investments	(4,235,246)	(33,143,520)
Proceeds from sale of investments	3,704,622	34,093,246
Dividends received from equity investment	265,132	136,000
Change in operating reserve requirement	(214,591)	90,559
Change in bond funds	197,741	(313,997)
Net cash used in investing activities	<u>(8,991,974)</u>	<u>(5,165,225)</u>
Cash flows from financing activities:		
Proceeds from issuance of debt obligations	572,025	33,940,394
Payment of bond issuance costs	-	(224,006)
Principal payments on debt	(2,849,327)	(36,832,917)
Receipt of refundable entrance fees	603,362	920,490
Refunds of refundable fees	(1,891,418)	(1,602,542)
Payments on obligations under capital leases and other liabilities	(75,415)	(108,943)
Contributions received restricted for long-term purposes	-	899,431
Net cash used in financing activities	<u>(3,640,773)</u>	<u>(3,008,093)</u>
Net increase (decrease) in cash and cash equivalents	<u>(2,167,975)</u>	545,330
Cash and cash equivalents, beginning of year	<u>11,144,072</u>	10,598,742
Cash and cash equivalents, end of year	<u>\$ 8,976,097</u>	<u>\$ 11,144,072</u>
Supplemental cash flow disclosure information:		
Interest paid, net of amounts capitalized	<u>\$ 3,414,194</u>	<u>\$ 3,224,083</u>
Capital leases entered into during the year	<u>\$ 49,988</u>	<u>\$ -</u>

See accompanying notes to the consolidated financial statements.

Notes to Consolidated Financial Statements

1. Operations and Summary of Significant Accounting Policies

Nature of Organization

Effective July 1, 2011, Lutheran Services for the Aging, Inc. and Lutheran Family Services in the Carolinas and Affiliates (the "Organizations") underwent an organizational restructure forming a collective ministry. Lutheran Services for the Aging, Inc. and Lutheran Family Services in the Carolinas and Affiliates are affiliated with the Evangelical Lutheran Church in America ("ELCA"). The financial statements are presented on a consolidated basis due to the existence of both an economic interest and control.

Lutheran Services for the Aging, Inc. and Affiliates ("LSA") is a nonprofit senior services provider throughout North Carolina. LSA is supported primarily through service fees, contributions, and investment earnings. LSA owns and operates seven nursing homes, two retirement centers, one assisted living residence, an adult day services program, home care services, and provides associated ancillary and management services.

Lutheran Family Services in the Carolinas and Affiliates ("LFS") is a nonprofit child and family services organization. LFS has various types of programs (adoption, partnership initiatives, community based counseling and family services, foster care, inmate/family consultation and support, disaster response, refugee and immigration services, residential services for adults, and residential services for children) which provide services throughout North Carolina and South Carolina. LFS is supported primarily through service fees, contributions, and grants. LFS is managed by LSA under a management agreement.

Program of All-Inclusive Care for the Elderly

LSA is a sponsoring member of three nonprofit organizations PACE @ Home, Inc., Senior TLC, Inc. and Community Senior Care. The nonprofits provide services to seniors through Program of All-Inclusive Care for the Elderly ("PACE") programs. PACE programs provide comprehensive long term services and supports to Medicaid and Medicare enrollees. An interdisciplinary team of health professionals provides individuals with coordinated care.

LSA has guaranteed \$1,200,000 of PACE @ Home, Inc.'s debt which became due beginning August 28, 2016. LSA would be obligated to perform under this guarantee should PACE @ Home, Inc. fail to make required payments to the lender when due. As of September 30, 2018 and 2017 PACE @ Home, Inc. was current on its debt.

During 2012, LSA entered into a revolving credit agreement with Senior TLC, Inc. as the lender for an amount not to exceed \$1,000,000 at any one time with an interest rate of 5% per annum; interest began to accrue January 1, 2016. Principal payments equal to the excess of cash above 60 days cash on hand will begin the month following the month in which Senior TLC, Inc. achieves 60 days cash on hand. As of September 30, 2018 and 2017 the line had a balance of \$693,282 and \$821,805, respectively.

Unity Senior Care Group, LLC

LSA is a 6.7% member of Unity Senior Care Group, LLC ("Unity"). Unity was formed in 2011 as a risk purchasing group, consisting of LSA and fifteen other nonprofit healthcare facilities. Unity administers and facilitates the purchase of group insurance, currently limited to professional, general liability, and workers compensation on behalf of its members. Each member has its own individual policy with the respective insurance company. The investment in Unity is accounted for at cost. There were no capital contributions nor any income (loss) for Unity in 2018 or 2017.

Trinity Rehab, LLC

LSA has a 50% equity interest in Trinity Rehab, LLC. Formed during 2013, Trinity Rehab, LLC provides therapeutic services for residents of LSA. As of September 30, 2018 and 2017, the investment with Trinity Rehab, LLC was \$447,219 and \$382,604, respectively, and is accounted for under the equity method of accounting. Condensed financial information for Trinity Rehab, LLC at September 30:

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<u>2018</u>	<u>Trinity Rehab, LLC</u>	<u>50% equity interest (LSA) Therapy, Inc.</u>
Assets	\$ 1,362,788	\$ 681,394
Liabilities	468,350	234,175
Equity	894,438	447,219
Net income	659,466	329,733

<u>2017</u>	<u>Trinity Rehab, LLC</u>	<u>50% equity interest (LSA) Therapy, Inc.</u>
Assets	\$ 1,151,047	\$ 575,524
Liabilities	385,839	192,920
Equity	765,208	382,604
Net income	356,801	178,400

At September 30, 2018 and 2017 the Organizations had \$526,865 and \$546,745, respectively, in accounts payable due to Trinity Rehab, LLC. In both 2018 and 2017, the Organizations had incurred approximately \$6.6 million in expenses to Trinity Rehab, LLC for rehabilitative services, included under the supplies and other expense line item.

Income Taxes

Substantially all Affiliates of LSA and LFS are organized as North Carolina nonprofit organizations and are exempt from income taxes under Internal Revenue Code (IRC) Section 501(c)(3) under a group exemption of the ELCA. LFS Real Properties, Inc. is exempt under IRC Section 501(c)(2).

The Organizations record a liability for any tax position taken that is beneficial to the Organizations, including any related interest and penalties, when it is more likely than not the position of management with respect to a transaction or class of transactions will be overturned by a taxing authority upon examination. Management believes there are no such positions as of September 30, 2018.

Principles of Consolidation

The consolidated statements include balances of Lutheran Services for the Aging, Inc., Lutheran Family Services in the Carolinas, LSA Management, Inc., LSA Pharmacy, Inc., Lutheran Home - Albemarle, Inc., Lutheran Home - Hickory, Inc., Lutheran Home at Trinity Oaks, Inc., Lutheran Home - Hickory West, Inc., Lutheran Home - Winston Salem, Inc., Lutheran Home - Forsyth County, Inc., Lutheran Home - Wilmington, Inc., Lutheran Home Albemarle Property, Inc., Lutheran Home Hickory Property, Inc., Lutheran Home Trinity Oaks Property, Inc., Lutheran Home Hickory West Property, Inc., Lutheran Home Winston-Salem Property, Inc., Lutheran Home Forsyth County Property, Inc., Lutheran Home Wilmington Property, Inc., Lutheran Services Property, Inc., Lutheran Retirement Center - Salisbury, Inc., Lutheran Retirement Center - Wilmington, Inc., Lutheran Retirement Center at Lutheridge, Inc., LSA Elms at Tanglewood, Inc., LSA Elms Property, Inc., Lutheran Services for the Aging Foundation, Inc., Abundant Living Adult Day Services, Inc., LSA Therapy, Inc., Trinity at Home, Inc., Trinity Guardian Services, Inc., LFS Real Properties, Inc., Mountain Ridge Home, Inc., and Whittecar Home, Inc. Transactions between affiliated organizations are eliminated in the consolidation financial statements.

Basis of Presentation

The consolidated financial statements have been prepared on the accrual basis of accounting. In preparing its financial statements, net assets and revenues, expenses, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and the changes therein are classified and reported as follows:

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations.

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that may or will be met either by management actions of the Organizations and/or by the passage of time.

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Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organizations. Generally, the donors of these assets permit the Organizations to use all or part of the earnings on related investments for general or specific purposes.

Cash and Cash Equivalents

LSA and LFS consider all unrestricted short-term investments with an original maturity of three months or less when purchased to be cash equivalents. The Organizations maintain their cash accounts with high quality financial institutions, which at times, exceed federally insured limits. They have not experienced any losses in such accounts and do not believe they are exposed to any significant credit risk on cash.

Net Service Fees

Net service fees for the Organizations are reported at the estimated net realizable amounts from clients, third party payors and others for services rendered.

LSA provides services to patients covered under the Medicaid and Medicare programs. LFS provides services to clients utilizing Medicaid and through contractual arrangements with managed care organizations for developmental disabilities, mental health, and substance abuse services and others located in North and South Carolina. During 2018 and 2017, approximately 52% of net service revenue was derived from services provided under these arrangements. Likewise, a substantial portion of accounts receivable are due from these agencies. Management does not believe there are significant credit risks with these programs.

Payment arrangements include prospectively determined rates. However, federal and state regulations provide for certain retroactive adjustments, to current and prior years' payment rates, based on industry-wide and entity-specific data. Provisions for estimated third-party settlements are provided in the period the related services are rendered. Any differences between estimated final settlement amounts and actual final settlements are recorded in the year the final settlement is determined.

The Organizations perform an evaluation of the collectability of net revenues recorded and records an allowance for doubtful accounts. Provisions for doubtful accounts is primarily estimated based on cash collection analysis by payor classification and the age of the account. When considering the adequacy of allowances for doubtful accounts, receivable balances are routinely reviewed in conjunction with historical collection rates, industry trends, and other business and economic conditions that might reasonably be expected to affect the collectability of accounts. Accounts receivable are written off after collection efforts have been pursued in accordance with established policies and procedures.

Inventory

Inventory consists of pharmaceutical, medical, housekeeping, and dietary supplies and is stated at the lower of cost (first-in, first-out) or net realizable value.

Investments

Investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values on the consolidated balance sheets. Management believes investments to be trading securities and as such unrealized gains and losses are included in the performance indicator.

Fair Value of Financial Instruments

The carrying amount of cash and cash equivalents approximates its fair value. The fair value of the Organizations' investments is presented in Note 8 and is based on quoted market prices. The carrying values of accounts receivable, third-party reserves, other receivables, accounts payable, and accrued expenses approximate fair value due to the short-term nature of these instruments. The fair value of the long-term debt was estimated using discounted cash flows based on market yield on comparable bonds for a similar type of borrowing arrangement. The Organizations' debt carrying values approximate fair values of those obligations.

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Fair Market Measurements

The Organizations follow the Fair Value Measurements accounting standard. Under this standard, fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants.

The fair value hierarchy consists of three levels of inputs that may be used to measure fair value as follows:

- **Level 1** - Inputs that utilize quoted prices (unadjusted) in active markets for identical assets or liabilities that the Organizations have the ability to access.
- **Level 2** - Inputs that include quoted prices for similar assets and liabilities in active markets and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument. Fair values for these instruments are estimated using pricing models, quoted prices of securities with similar characteristics, or discounted cash flows.
- **Level 3** - Inputs that are unobservable inputs for the asset or liability, which are typically based on an entity's own assumptions, as there is little, if any, related market activity.

In instances where the determination of the fair value measurement is based on inputs from different levels of the fair value hierarchy, the level in the fair value hierarchy within which the entire fair value measurement falls is based on the lowest level input that is significant to the fair value measurement in its entirety.

Additionally, from time to time, the Organizations may be required to record at fair value other assets on a nonrecurring basis in accordance with generally accepted accounting principles. These adjustments to fair value usually result from the application of the lower-of-cost-or-market accounting or write down of individual assets.

Assets Limited as to Use

Assets limited as to use, reported at fair value, include donor restricted endowment funds, assets temporarily restricted for long-term purposes, assets reserved in accordance with statutory operating reserve requirements, bond funds restricted under debt agreements - (money market funds, fixed income and U.S. Government Securities), and funds designated by the Board of Trustees for future capital improvements, over which the Board retains control and may at its discretion subsequently use for other purposes .

Property and Equipment

Property and equipment expenditures are capitalized at cost. The Organizations' capitalization policy requires individual assets greater than \$1,000 for LSA and \$2,500 for LFS with a useful life of two or more years to be capitalized. Depreciation of property and equipment is provided for by the straight-line method over the following estimated useful lives:

	<u>Years</u>
Land improvements	5 - 25
Buildings	27 - 40
Building improvements	20
Certificate of need	15
Leasehold improvements and furnishings and equipment	5
Computer software	3 - 5
Automotive equipment	5

Leasehold improvements are depreciated using the shorter of their useful life or the lease term.

Interest costs incurred on borrowed funds during the period of construction of capital assets are capitalized as a component of the cost of acquiring those assets, and depreciated over the estimated useful lives by the straight-line method of depreciation.

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Property and equipment includes purchases through and for use in government programs. Under the terms of these programs' agreements, title to the property and equipment shall revert back to the contracting governmental agency upon termination of the contract. As of September 30, 2018 and 2017, property and equipment costs incurred under the above-mentioned contracts were \$594,079 and \$594,086 with a net carrying value of \$241,138 and \$266,583, respectively, subject to potential future reversion.

The Organizations evaluate, on an on-going basis, the carrying value of property and equipment based on estimated future undiscounted cash flows. In the event such cash flows are not expected to be sufficient to recover the carrying value of the assets, the useful lives of the assets are revised or the assets are written down to their estimated fair values.

Debt Issuance Costs

Debt issuance costs are being amortized using the straight-line method, which approximates the effective interest method, over the term of the related financing agreement.

Advance Fees

Fees paid by a resident upon entering into a residency agreement at Trinity Oaks - LSA's continuing care retirement community, net of the portion thereof that is refundable to the resident, are recorded as deferred revenue and are amortized to income using the straight-line method over the estimated remaining life expectancy of the resident.

Through July 31, 2013, Trinity Oaks offered two types of agreements. One type, the 80% Entrance Fee Refund Plan, states the refund is equal to the entrance fee less a four percent (4%) non-refundable fee paid at time of occupancy and by one percent (1%) per month for the first 16 months of occupancy, after which 80% of the entrance fee is refundable. The other type, the Limited Refund Plan, states the refund for apartments is equal to the entrance fee less a four percent (4%) non-refundable fee paid at time of occupancy and two percent (2%) per month for the first 48 months, after which the entrance fees is non-refundable; the refund for cottages under the Limited Refund Plan is equal to the Entrance Fee, which is comprised of the basic Cottage fee and selected Major Options, reduced by five percent (5%) per month, or any portion of a month of occupancy for the first twenty (20) months of occupancy. Following twenty (20) months of occupancy, there is no refund on any amount paid by the Resident. Any refund is payable upon reoccupancy or within two years, whichever occurs first. LSA records a current portion of advance fees that is expected to be refunded in the next year.

Beginning August 1, 2013, Trinity Oaks offers three types of agreements. The 90% Refund Plan, states the refund is equal to the entrance fee less a one percent (1%) non-refundable fee paid at time of occupancy and by one half percent (0.5%) per month for the first 18 months of occupancy, after which 90% of the entrance fee is refundable. The 50% Refund Plan, states the refund is equal to the entrance fee less two percent (2%) non-refundable fee paid at time of occupancy and by one percent (1%) per month for the first 48 months of occupancy, after which 50% of the entrance fee is refundable. The Limited Refund Plan, states the refund is equal to the entrance free less a four percent non-refundable fee paid at the time of occupancy and two percent (2%) per month for the first 48 months, after which the entrance fee is non-refundable. Any refund is payable upon reoccupancy.

Contributions, Grants, and Federal Awards

Contributions, grants, and federal awards received by the Organizations are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor/grantor restrictions. Conditional promises to give are recognized when the conditions on which they depend are substantially met.

Unconditional promises to give that are expected to be collected within one year are recorded at their net realizable value. Unconditional promises to give that are expected to be collected in future years are recorded at the present value of estimated future cash flows. The discounts on those amounts are computed using a risk-adjusted interest rate applicable to the year in which the promise is received. Amortization of the discount is included in contribution revenue.

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Donated Assets and Services

Donated materials and property and equipment are recorded at their estimated fair values at the date of receipt and are reflected as contributions in the accompanying consolidated financial statements. The Organizations do not imply time restrictions on gifts of long-lived assets. Various contributed services are performed for the Organizations by volunteers. The services are significant and form an integral part of the efforts of the Organizations, but these services do not meet the criteria for recognition as contributed services.

Advertising

The cost of advertising is expensed as incurred. LSA and LFS incurred advertising costs of \$393,647 and \$41,605, respectively, for the year ended September 30, 2018 and \$373,445 and \$34,100, respectively, for the year ended September 30, 2017.

Derivatives

Derivative financial instruments, such as interest rate swap agreements, are recognized in the consolidated financial statements and measured at fair value, regardless of the purpose or intent for holding them. The carrying value of LSA's financial instruments approximate fair value. Fair value is based on estimates using present value or other valuation techniques.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosures of contingent assets and liabilities at the date of the financial statements, and the reported revenues and expenses during the reporting period. Actual results could differ from those estimates.

Risk Management

The Organizations are exposed to various risks of loss from torts; theft of, damage to and destruction of assets; business interruption; errors and omissions; employee injuries and illnesses; natural disasters; employee health, dental, and accident benefits; and medical malpractice. Commercial insurance and stop loss coverage is purchased for claims arising from such matters, subject to various deductibles.

Reclassifications

Certain amounts in the 2017 consolidated financial statements have been reclassified to conform to the presentation of the 2018 consolidated financial statements. Changes in net assets previously reported for 2017 were not affected by these reclassifications.

Future Accounting and Reporting Requirements

In February 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2016-02, *Leases (Topic 842)*. The amendments in this ASU revise the accounting related to lessee accounting. Under the new guidance, lessees will be required to recognize a lease liability and a right-of-use asset for all leases. The amendments in this ASU are effective for the Organizations beginning on October 1, 2019, with early adoption permitted, and should be applied through a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements. Management has not yet determined what the effects of adopting this ASU will be on its consolidated financial statements.

In May 2014, FASB issued ASU 2014-09 *Revenue from Contracts with Customers*, which will eliminate the transaction and industry-specific revenue recognition guidance under current accounting standards and replace it with a principle-based approach using the following steps: identify the contract(s) with a customer, identify the performance obligations in the contract, determine the transaction price, allocate the transaction price to the performance obligations in the contract and recognize revenue when (or as) the entity satisfies a performance obligation. In August 2015, the FASB issued ASU 2015-14 "*Revenue from Contracts with Customers (Topic 606), Deferral of the Effective Date*" which granted a one-year deferral of this ASU. The guidance in ASU 2014-09 will now be effective for the Organizations beginning October 1, 2018, with early adoption permitted beginning October 1, 2017. The guidance allows for either a full retrospective or a modified retrospective transition method. The Organizations are currently evaluating the impact of this guidance, including the transition method, on its

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consolidated financial position, results of operations and cash flows. At the present time, management has not yet determined what the effects of adopting this ASU will be on its consolidated financial statements.

In August 2016, FASB issued ASU 2016-14, *Not-For-Profit Entities (Topic 958), Presentation of Financial Statements of Not-for Profit Entities*. The amendments in this ASU make certain improvements that address many, but not all, of the identified issues about the current financial reporting for Not-for-Profit (NFP) entities. Under the new guidance, financial statements and noted disclosures requirements for NFP entities include the following:

Present on the face of the statement of financial position net assets with and without donor restrictions.

Present on the statement of activities additional operation measures.

Continue to present on the face of the statement of cash flows the net amount for operating cash flows using either the direct or indirect method of reporting but no longer require the presentation or disclosure of the indirect method (reconciliation) if using the direct method.

Enhanced disclosures that provide quantitative and qualitative information about liquidity management.

The amendments in ASU 2016-14 are effective for the Organizations beginning on October 1, 2018, with early adoption permitted. Management has not yet determined what the effects of adopting these ASUs will be on its consolidated financial statements.

In August 2018, FASB issued Accounting Standards Update (ASU) 2018-08, *Not-For-Profit Entities (Topic 958): Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. The ASU 2018-08 clarifies and improves current guidance about whether a transfer of assets, or the reduction, settlement, or cancellation of liabilities, is a contribution or an exchange transaction. It provides criteria for determining whether the resource provider is receiving commensurate value in return for the resources transferred which, depending on the outcome, determines whether the organization follows contribution guidance or exchange transaction guidance in the revenue recognition and other applicable standards. The new standard is effective for fiscal years beginning after December 15, 2018. Management has not yet determined what the effects of adopting these ASUs will be on its consolidated financial statements.

2. Pledges Receivable

Pledges receivable are included within other receivables on the consolidated balance sheet.

Pledges receivable for LSA are summarized as follows:

	<u>2018</u>	<u>2017</u>
Receivable in less than one year	\$ 30,390	\$ 41,146
Receivable in greater than one year	<u>142,830</u>	<u>198,015</u>
	173,220	239,161
Less allowance for uncollectible pledges	655	2,861
Less discounts to net present value	<u>-</u>	<u>3,385</u>
	<u>\$ 172,565</u>	<u>\$ 232,915</u>

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Pledges receivable for LFS are summarized as follows:

	<u>2018</u>	<u>2017</u>
Receivable in less than one year	\$ 80,849	\$ 42,217
Receivable in greater than one year	<u>161,364</u>	<u>167,533</u>
	242,213	209,750
Less allowance for uncollectible pledges	12,070	10,487
Less discounts to net present value	<u>15,293</u>	<u>-</u>
	<u>\$ 214,850</u>	<u>\$ 199,263</u>

3. Investments

Investments, including those included in assets limited as to use and bond funds, except for assets restricted for investment in property and equipment, consisted of the following at September 30:

	<u>2018</u>		
	<u>Cost</u>	<u>Fair Value</u>	<u>Net Unrealized Appreciation (Depreciation)</u>
LSA:			
U.S. treasury notes	\$ 2,034,927	\$ 2,006,597	\$ (28,330)
Money market funds	1,693,600	1,693,600	-
Marketable equity securities	<u>34,427,062</u>	<u>39,163,368</u>	<u>4,736,306</u>
	<u>38,155,589</u>	<u>42,863,565</u>	<u>4,707,976</u>
LFS:			
Money market funds	100	100	-
Marketable equity securities	<u>302,714</u>	<u>347,734</u>	<u>45,020</u>
	<u>302,814</u>	<u>347,834</u>	<u>45,020</u>
Total	<u>\$ 38,458,403</u>	<u>\$ 43,211,399</u>	<u>\$ 4,752,996</u>
	<u>2017</u>		
	<u>Cost</u>	<u>Fair Value</u>	<u>Net Unrealized Appreciation (Depreciation)</u>
LSA:			
U.S. treasury notes	\$ 3,022,867	\$ 3,022,867	\$ -
Money market funds	842,485	842,485	-
Marketable equity securities	<u>33,233,257</u>	<u>36,376,936</u>	<u>3,143,679</u>
	<u>37,098,609</u>	<u>40,242,288</u>	<u>3,143,679</u>
LFS:			
Money market funds	100	100	-
Marketable equity securities	<u>295,995</u>	<u>322,373</u>	<u>26,378</u>
	<u>296,095</u>	<u>322,473</u>	<u>26,378</u>
Total	<u>\$ 37,394,704</u>	<u>\$ 40,564,761</u>	<u>\$ 3,170,057</u>

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Investment income is summarized as follows for the year ended September 30:

	2018		
	<u>LSA</u>	<u>LFS</u>	<u>Total</u>
Nonoperating – unrestricted investment income (loss)	\$ 1,085,580	\$ 124	\$ 1,085,704
Nonoperating – unrestricted unrealized gains	1,281,886	-	1,281,886
Temporarily restricted investment income (loss)	202,283	5,923	208,206
Temporarily restricted unrealized gains	236,451	15,665	252,116
Permanently restricted investment income	4,534	795	5,329
Permanently restricted unrealized gains	-	3,378	3,378
Total investment income	<u>\$ 2,810,734</u>	<u>\$ 25,885</u>	<u>\$ 2,836,619</u>
	2017		
	<u>LSA</u>	<u>LFS</u>	<u>Total</u>
Nonoperating – unrestricted investment income (loss)	\$ 759,319	\$ (75)	\$ 759,244
Nonoperating – unrestricted unrealized gains	2,512,955	-	2,512,955
Temporarily restricted investment income (loss)	111,295	(5,001)	106,294
Temporarily restricted unrealized gains	560,363	12,944	573,307
Permanently restricted investment income	2,691	5,068	7,759
Permanently restricted unrealized gains	-	3,301	3,301
Total investment income	<u>\$ 3,946,623</u>	<u>\$ 16,237</u>	<u>\$ 3,962,860</u>

The Organizations invests in a combination of money market funds, common and foreign stocks, mutual funds, U.S. government agency bonds, municipal bonds, corporate bonds and foreign bonds. Investment securities are exposed to various risks, such as interest rate, market and credit. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in risks in the near term would materially affect the Organizations' investment balance reported on the consolidated balance sheet.

4. Endowment Funds

The Organizations' endowments consist of numerous individual funds established for a variety of purposes. The endowment funds include both donor restricted endowment funds and funds designated by the Board of Trustees to function as endowments. As required by accounting principles generally accepted in the United States of America, net assets associated with endowment funds, including funds designated by the board to function as endowments, are classified and reported based on the existence or absence of donor imposed restrictions.

The Board of Trustees of the Organizations have interpreted the State Prudent Management of Institutional Funds Act (SPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of the interpretation, the Organizations classify as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure in a manner consistent with the standard of prudence prescribed by SPMIFA.

In accordance with SPMIFA, the Organizations consider the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the various funds, (2) the purposes of the donor-restricted endowment funds, (3) general economic conditions, (4) the possible

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effect of inflation and deflation, (5) the expected total return from income and the appreciation of investments, (6) other resources of the Organizations, and (7) the Organizations' investment policies.

Investment Return Objectives, Risk Parameters and Strategies. The Organizations have adopted investment and spending policies, approved by the Board of Trustees, for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment funds while also maintaining the purchasing power of those endowment assets over the long-term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. The investment objective is a balanced asset allocation, while attempting to achieve preservation of capital is a secondary objective. For LSA, asset allocation is expected to be 60% equity and 40% income investments, and for LFS, 60% equity and 40% income investments.

Spending Policy. The Board of Trustees determines annual disbursements from the endowment funds. No distributions from the endowment will be made if the market value of the endowment fund principal becomes less than the original corpus value, unless otherwise stated in the endowment document.

Following is the endowment net assets composition by type of endowment as of September 30:

	2018			
	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total Net Endowment Assets</u>
<u>LSA:</u>				
Board designated funds	\$ 7,673,229	\$ -	\$ -	\$ 7,673,229
Donor restricted endowment funds	<u>-</u>	<u>4,180,148</u>	<u>2,990,338</u>	<u>7,170,486</u>
	<u>7,673,229</u>	<u>4,180,148</u>	<u>2,990,338</u>	<u>14,843,715</u>
<u>LFS:</u>				
Donor restricted endowment funds	<u>-</u>	<u>100,920</u>	<u>235,994</u>	<u>336,914</u>
Total endowment	<u>\$ 7,673,229</u>	<u>\$ 4,281,068</u>	<u>\$ 3,226,332</u>	<u>\$ 15,180,629</u>
	2017			
	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total Net Endowment Assets</u>
<u>LSA:</u>				
Board designated funds	\$ 7,169,035	\$ -	\$ -	\$ 7,169,035
Donor restricted endowment funds	<u>-</u>	<u>3,762,773</u>	<u>2,734,545</u>	<u>6,497,318</u>
	<u>7,169,035</u>	<u>3,762,773</u>	<u>2,734,545</u>	<u>13,666,353</u>
<u>LFS:</u>				
Donor restricted endowment funds	<u>-</u>	<u>80,732</u>	<u>231,821</u>	<u>312,553</u>
Total endowment	<u>\$ 7,169,035</u>	<u>\$ 3,843,505</u>	<u>\$ 2,966,366</u>	<u>\$ 13,978,906</u>

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Changes in endowment net assets for the years ended September 30, 2018 and 2017 are as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total Net Endowment Assets</u>
<u>LSA:</u>				
Endowment net assets-September 30, 2016	\$ 6,656,397	\$ 3,561,906	\$ 2,612,133	\$ 12,830,436
Contributions	-	-	14,710	14,710
Investment income	113,509	111,295	2,691	227,495
Net asset transfer	-	(105,011)	105,011	-
Reclassified from endowment	-	(297,175)	-	(297,175)
Amounts appropriated for expenditure	(197,995)	(68,605)	-	(266,600)
Net appreciation	<u>597,124</u>	<u>560,363</u>	<u>-</u>	<u>1,157,487</u>
Endowment net assets-September 30, 2017	<u>7,169,035</u>	<u>3,762,773</u>	<u>2,734,545</u>	<u>13,666,353</u>
Contributions	18,428	42,855	251,259	312,542
Investment income	168,166	202,283	4,534	374,983
Amounts appropriated for expenditure	-	(64,214)	-	(64,214)
Net appreciation	<u>317,600</u>	<u>236,451</u>	<u>-</u>	<u>554,051</u>
Endowment net assets-September 30, 2018	<u>7,673,229</u>	<u>4,180,148</u>	<u>2,990,338</u>	<u>14,843,715</u>
<u>LFS:</u>				
Endowment net assets-September 30, 2016	-	82,078	223,452	305,530
Investment income (loss)	-	(5,001)	5,068	67
Amounts appropriated for expenditure	-	(9,289)	-	(9,289)
Net appreciation	<u>-</u>	<u>12,944</u>	<u>3,301</u>	<u>16,245</u>
Endowment net assets-September 30, 2017	<u>-</u>	<u>80,732</u>	<u>231,821</u>	<u>312,553</u>
Investment income (loss)	-	8,498	795	9,293
Amounts appropriated for expenditure	-	(997)	-	(997)
Net appreciation	<u>-</u>	<u>12,687</u>	<u>3,378</u>	<u>16,065</u>
Endowment net assets-September 30, 2018	<u>-</u>	<u>100,920</u>	<u>235,994</u>	<u>336,914</u>
Total	<u>\$ 7,673,229</u>	<u>\$ 4,281,068</u>	<u>\$ 3,226,332</u>	<u>\$ 15,180,629</u>

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5. Property and Equipment

Following is a summary of net property and equipment at September 30:

	2018		
	<u>LSA</u>	<u>LFS</u>	<u>Total</u>
Land	\$ 12,763,387	\$ 242,182	\$ 13,005,569
Land improvements	4,310,739	90,933	4,401,672
Building and building improvements	120,122,433	1,785,817	121,908,250
Certificate of need	4,212,500	-	4,212,500
Leasehold improvements	-	319,761	319,761
Furnishings and equipment	18,196,202	776,039	18,972,241
Computer software	847,235	39,086	886,321
Automotive equipment	1,170,998	900,513	2,071,511
Construction in progress	7,171,779	-	7,171,779
	<u>168,795,273</u>	<u>4,154,331</u>	<u>172,949,604</u>
Less accumulated depreciation	<u>(65,876,219)</u>	<u>(2,374,221)</u>	<u>(68,250,440)</u>
Net property and equipment	<u>\$ 102,919,054</u>	<u>\$ 1,781,110</u>	<u>\$ 104,699,164</u>
	2017		
	<u>LSA</u>	<u>LFS</u>	<u>Total</u>
Land	\$ 12,831,694	\$ 279,015	\$ 13,110,709
Land improvements	4,310,739	83,183	4,393,922
Building and building improvements	117,813,453	1,804,788	119,618,241
Certificate of need	4,212,500	-	4,212,500
Leasehold improvements	-	279,412	279,412
Furnishings and equipment	17,688,317	677,437	18,365,754
Computer software	847,235	39,086	886,321
Automotive equipment	1,170,998	789,827	1,960,825
Construction in progress	1,482,332	-	1,482,332
	<u>160,357,268</u>	<u>3,952,748</u>	<u>164,310,016</u>
Less accumulated depreciation	<u>(59,314,684)</u>	<u>(2,274,680)</u>	<u>(61,589,364)</u>
Net property and equipment	<u>\$ 101,042,584</u>	<u>\$ 1,678,068</u>	<u>\$ 102,720,652</u>

The Organizations were holding building and building improvements of \$110,800 in assets held for sale at September 30, 2018 and 2017. The Organizations incurred impairment of \$1,076,850 based on market value at September 30, 2017 included in net loss on disposal of property and equipment. No impairment was incurred for the year ended September 30, 2018.

Total depreciation expense for LSA was \$6,561,536 and \$6,371,260 for the years ended September 30, 2018 and 2017, respectively. Total depreciation expense for LFS was \$132,268 and \$164,022 for the years ended September 30, 2018 and 2017, respectively.

The Organizations' policy is to capitalize interest costs incurred on borrowed funds during the period of construction of capital assets. The Organizations had no capitalized interest in 2018 or 2017.

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6. Long-term Debt

Following is a summary of long-term debt at September 30:

	2018		
	LSA	LFS	Total
Bonds Payable:			
Series 2012A	\$ 42,190,000	\$ -	\$ 42,190,000
Series 2017	<u>31,564,998</u>	-	<u>31,564,998</u>
	<u>73,754,998</u>	-	<u>73,754,998</u>
HUD Loans:			
Section 202	-	172,713	172,713
Section 811	-	<u>249,800</u>	<u>249,800</u>
	-	<u>422,513</u>	<u>422,513</u>
Note Payable	-	880,794	880,794
Other Loans	<u>368,496</u>	<u>399,515</u>	<u>597,931</u>
	<u>74,123,494</u>	<u>1,702,822</u>	<u>75,826,316</u>
Less current maturities of long-term debt	(2,940,997)	(894,791)	(3,835,788)
Less discount on bonds payable, net	(49,059)	-	(49,059)
Less bond issuance costs, net	<u>(1,106,082)</u>	-	<u>(1,106,082)</u>
	<u>\$ 70,027,356</u>	<u>\$ 808,031</u>	<u>\$ 70,835,387</u>
	2017		
	LSA	LFS	Total
Bonds Payable:			
Series 2012A	\$ 43,150,000	\$ -	\$ 43,150,000
Series 2017	<u>33,067,500</u>	-	<u>33,067,500</u>
	<u>76,217,500</u>	-	<u>76,217,500</u>
HUD Loans:			
Section 202	-	179,016	179,016
Section 811	-	<u>249,800</u>	<u>249,800</u>
	-	<u>428,816</u>	<u>428,816</u>
Note Payable	-	1,160,914	1,160,914
Other Loans	-	<u>296,388</u>	<u>296,388</u>
	<u>76,217,500</u>	<u>1,886,118</u>	<u>78,103,618</u>
Less current maturities of long-term debt	(2,415,000)	(1,187,359)	(3,602,359)
Less discount on bonds payable, net	(62,127)	-	(62,127)
Less bond issuance costs, net	<u>(1,152,894)</u>	-	<u>(1,152,894)</u>
	<u>\$ 72,587,479</u>	<u>\$ 698,759</u>	<u>\$ 73,286,238</u>

Bonds Payable

Master Trust Indenture:

In December 2012, LSA entered into a Master Trust Indenture for the purpose of providing for the issuance of obligations by the Obligated Group. The Obligated Group consists of LSA entities, specifically Lutheran Services for the Aging, Inc., LSA Management, Inc., LSA Pharmacy, Inc., Lutheran Home-Albemarle, Inc., Lutheran Home-Hickory, Inc., Lutheran Home at Trinity Oaks, Inc., Lutheran Home-Hickory West, Inc., Lutheran Home-Winston-

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Salem, Inc., Lutheran Home-Forsyth County, Inc., Lutheran Home Forsyth County Property, Inc., Lutheran Home-Wilmington, Inc., Lutheran Home Albemarle Property, Inc., Lutheran Home Hickory Property, Inc., Lutheran Home at Trinity Oaks Property, Inc., Lutheran Home Hickory West Property, Inc., Lutheran Home Winston-Salem Property, Inc., Lutheran Home Wilmington Property, Inc., Lutheran Services Property, Inc., Lutheran Retirement Center-Salisbury, Inc., Lutheran Retirement Center-Wilmington, Inc., Lutheran Retirement Center at Lutheridge, Inc., Lutheran Services for the Aging Foundation, Inc., Abundant Living Adult Day Services, Inc., LSA Elms at Tanglewood, Inc., and LSA Elms Property, Inc. Each member of the Obligated Group is jointly and severally liable for each obligation issued under the Master Trust Indenture.

There are numerous restrictive covenants including requirements regarding debt service coverage ratios, liquidity, minimum fund balance, debt and reserve ratios, restrictions on the sale of assets, restrictions on additional borrowings, requirements to maintain adequate insurance coverage on property and maintenance of its tax exempt status. Also, certain financial information must be supplied to the specified parties on a timely basis. Management believes that the Obligated Group was in compliance with all debt covenants.

Series 2017:

In March 2017, LSA issued \$33,795,000 tax exempt Health Care Facilities First Mortgage Revenue Refunding Bonds (Lutheran Services for the Aging) Series 2017 Bonds through the North Carolina Medical Care Commission ("Commission") under the Master Trust Indenture and other related agreements. The proceeds were used to refund the outstanding Series 1998 and Series 2012B Bonds and pay certain expenses incurred in connection with the authorization and issuance of the bonds.

The 2017 Bonds mature annually on March 1 in amounts ranging from \$870,000 to \$2,345,000 and bear interest at the bank bought rate of 68% of LIBOR plus 1.28% to 1.48% based on leverage ratio until converted to daily, weekly or adjusted rate for amounts maturing between 2018 and 2038. The 2017 Bonds are secured by the Obligated Group's Deeds of Trust on real property and fixtures under the Master Trust Indenture.

Series 2012A:

In December 2012, LSA issued \$44,790,000 tax exempt Health Care Facilities First Mortgage Revenue Refunding Bonds (Lutheran Services for the Aging) Series 2012A Bonds through the North Carolina Medical Care Commission ("Commission") under the Master Trust Indenture and other related agreements. The proceeds were used to refund the outstanding Series 2009 and Series 2010 Bonds, as well as other loans and fund debt service reserve fund and issuance costs.

The 2012A Bonds mature annually on March 1 in amounts ranging from \$220,000 to \$2,885,000 and bear interest at rates between 2.00% and 5.00% for amounts maturing between 2013 and 2042. The 2012A Bonds are secured by the Obligated Group's Deeds of Trust on real property and fixtures under the Master Trust Indenture.

Series 2012B:

In December 2012, the Commission entered into agreements with LSA and the Bond Trustee to issue up to \$26,254,401 in Health Care Facilities First Mortgage Revenue Bonds (Lutheran Services for the Aging) Series 2012B under the Master Trust Indenture and other related agreements. The proceeds were used to finance the cost of construction of a 120 bed nursing facility in Hickory, North Carolina, a 100 bed nursing facility in Clemmons, North Carolina, routine capital improvements and renovations to other facilities owned and operated by the Obligated Group and issuance costs.

Payments of interest only were due until the bonds were scheduled to mature annually beginning on March 1, 2016 in amounts ranging from \$92,782 to \$1,742,998 and bear interest at the bank bought rate of 78% of LIBOR plus 1.60% until converted to daily, weekly or adjusted rate. Amounts outstanding were to be due in full March 1, 2039. The 2012B Bonds were secured by the Obligated Group's Deeds of Trust on real property and fixtures under the Master Trust Indenture. The 2012B bonds were refunded by the proceeds of the 2017 bonds.

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Series 1998:

In March 1998, LSA issued \$23,625,000 tax exempt Variable Rate Demand Health Care Facility Revenue (Lutheran Services for the Aging), Series 1998 Bonds through the North Carolina Medical Care Commission ("Commission"). The 1998 bonds were issued pursuant to a Trust Agreement Indenture ("Indenture") between the Commission and Trustee. The payment of principal, or premium, if any, and interest on the Series 1998 bonds, was secured by an irrevocable Letter of Credit and reimbursement agreement ("Letter of Credit") obtained by LSA in favor of the Trustee. The 1998 bonds were refunded by the proceeds of the 2017 bonds in March 2017 and the Letter of Credit expired July 1, 2017.

The Series 1998 bonds bore interest at the Weekly Interest Rate as determined by the Remarketing agent and is payable monthly. As required by the Loan agreement, LSA entered into an interest rate swap agreement (See Note 14). Principal payments on the Series 1998 tax-exempt bonds were due annually with a final payment due on March 1, 2028.

Pursuant to the issuance of the tax-exempt Series 1998 bonds, LSA obtained an irrevocable letter of credit in favor of the Trustee in the amount of the outstanding bonds plus 55 days of interest expense. Advances on the Letter of Credit bore interest at 12%. The Letter of Credit was collateralized by deeds of trust on Elms at Tanglewood, Hickory, Trinity Elms, Trinity Glen, Trinity Grove, Trinity Oaks, Trinity Oaks Retirement, Trinity Ridge, and Wilmington vacant land and expired July 1, 2017 as the bonds had been refunded.

In December 2012, the Series 1998 Trust, Loan and Letter of Credit and Reimbursement agreements were amended and restated to correspond with the Master Trust Indenture dated December 1, 2012.

HUD Loans:

LFS has a note payable to the U.S. Department of Housing and Urban Development ("HUD") under Section 202, due August 1, 2032, payable in monthly installments of \$1,755, including interest at 8.375%, collateralized by property at Lake Woodard Dr., Raleigh, North Carolina.

LFS has an interest-free note payable to the U.S. Department of Housing and Urban Development ("HUD") under Section 811, due immediately in the event that the property is not used for eligible handicapped individuals as defined in the agreement with HUD which expires January 1, 2034, collateralized by property at King Arthur Drive, Cramerton, North Carolina.

Note Payable:

LFS has a note payable due April 4, 2019, payable in monthly installments of \$29,072 at prime plus 2% (7.25% at September 30, 2018), collateralized by substantially all of LFS's assets.

Other Loans:

Remaining debt consists primarily of long-term mortgages and vehicle loans. The interest rates for other loans ranged from 0% to approximately 8% at September 30, 2018. The Organization's debt has various maturity dates from 2018 through 2036, and is secured by various deeds of trust on real property and equipment.

	2018		
	<u>LSA</u>	<u>LFS</u>	<u>Total</u>
Interest	\$ 3,367,043	\$ 151,523	\$ 3,518,566
Amortization of bond costs	<u>59,880</u>	-	<u>59,880</u>
Total interest expense	<u>\$ 3,426,923</u>	<u>\$ 151,523</u>	<u>\$ 3,578,446</u>

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	2017		
	LSA	LFS	Total
Interest	\$ 3,112,049	\$ 112,590	\$ 3,224,639
Amortization of bond costs	<u>96,972</u>	<u>-</u>	<u>96,972</u>
Total interest expense	<u>\$ 3,209,021</u>	<u>\$ 112,590</u>	<u>\$ 3,321,611</u>

Future maturities of long-term debt are as follows:

	LSA	LFS	Total
<u>Year ending September 30,</u>			
2019	\$ 2,940,997	\$ 894,791	\$ 3,835,788
2020	2,635,000	75,101	2,710,101
2021	2,785,000	77,761	2,862,761
2022	2,880,000	67,937	2,947,937
2023	2,980,000	34,479	3,014,479
Thereafter	<u>59,902,497</u>	<u>552,753</u>	<u>60,455,250</u>
	<u>\$ 74,123,494</u>	<u>\$ 1,702,822</u>	<u>\$ 75,826,316</u>

LSA incurred deferred financing costs in the amount of \$224,006, \$1,111,022, \$476,152, and \$490,673 in association with the issuance of the above Series Bonds. Amortization expense of \$59,880 and \$96,972 was recognized during 2018 and 2017 to the interest expense line item of the statements of operations, respectively. Accumulated amortization was \$471,712 and \$182,134 for the years ended September 30, 2018 and 2017, respectively. Deferred financing costs associated with the refunded bonds totaled \$966,825 and were disposed, leading to a loss on extinguishment of debt of \$550,933 in 2017.

7. Retirement Plans

LSA has a 401(k) retirement plan which covers all employees who are at least 21 years of age with one or more years of service. LSA's contribution is based on matching 50% of the salary deferral elected by each eligible employee up to a maximum of 2% of each eligible employee's compensation. LSA's contributions for the year ended September 30, 2018 and 2017 were \$171,440 and \$179,824, respectively.

LSA sponsors an IRC Section 457(b) defined retirement plan covering certain classifications of employees meeting eligibility requirements regarding service and age. The accompanying consolidated balance sheets at September 30, 2018 and 2017 includes a liability of \$653,496 and \$509,759, respectively, related to the plan.

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8. Fair Value Measurements

Following is a summary of the fair value of assets at September 30:

<u>2018</u>	<u>Measurements at Reporting Date using</u>			
	<u>Fair Value</u>	<u>Quoted Prices In Active Markets for Identical Assets (Level 1)</u>	<u>Significant Other Observable Inputs (Level 2)</u>	<u>Significant Unobservable Inputs (Level 3)</u>
<u>LSA:</u>				
Measured on a recurring basis:				
Assets:				
Money market funds	\$ 1,693,600	\$ 1,693,600	\$ -	\$ -
U.S. treasury notes	2,006,597	2,006,597	-	-
Mutual funds:				
Equity mutual funds	1,210,414	1,210,414	-	-
Balance strategy mutual funds	165,100	165,100	-	-
Domestic stock mutual funds	14,973,898	14,973,898	-	-
International stock mutual funds	9,240,133	9,240,133	-	-
Commodity mutual funds	49,975	49,975	-	-
Specific strategy funds	141,164	141,164	-	-
Fixed income funds	77,959	77,959	-	-
Corporate bond funds	4,620,715	4,620,715	-	-
International bond funds	4,650,858	4,650,858	-	-
Governmental bond funds	<u>4,033,152</u>	<u>4,033,152</u>	-	-
	<u>42,863,565</u>	<u>42,863,565</u>	-	-
Liabilities:				
Hedging Instrument - Interest rate swap agreement	<u>(892,473)</u>	-	<u>(892,473)</u>	-
<u>LFS:</u>				
Measured on a recurring basis:				
Assets:				
Money market funds	100	100	-	-
Mutual funds:				
Equity mutual funds	40,905	40,905	-	-
Domestic stock mutual funds	123,389	123,389	-	-
International stock mutual funds	72,318	72,318	-	-
Corporate bond funds	38,478	38,478	-	-
Government bond funds	38,652	38,652	-	-
Specialty bond funds	<u>33,992</u>	<u>33,992</u>	-	-
	<u>347,834</u>	<u>347,834</u>	-	-
Total	<u>\$ 42,318,926</u>	<u>\$ 43,211,399</u>	<u>\$ (892,473)</u>	<u>\$ -</u>

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<u>2017</u>	<u>Measurements at Reporting Date using</u>			
	<u>Fair Value</u>	<u>Quoted Prices In Active Markets for Identical Assets (Level 1)</u>	<u>Significant Other Observable Inputs (Level 2)</u>	<u>Significant Unobservable Inputs (Level 3)</u>
<u>LSA:</u>				
Measured on a recurring basis:				
Assets:				
Money market funds	\$ 842,485	\$ 842,485	\$ -	\$ -
Common stock	637	637	-	-
U.S. treasury notes	3,022,867	3,022,867	-	-
Mutual funds:				
Equity mutual funds	1,074,394	1,074,394	-	-
Balance strategy mutual funds	153,089	153,089	-	-
Domestic stock mutual funds	12,771,460	12,771,460	-	-
International stock mutual funds	9,116,399	9,116,399	-	-
Commodity mutual funds	9,071	9,071	-	-
Specific strategy funds	105,843	105,843	-	-
Fixed income funds	116,867	116,867	-	-
Corporate bond funds	4,559,075	4,559,075	-	-
International bond funds	3,877,990	3,877,990	-	-
Governmental bond funds	4,592,111	4,592,111	-	-
	<u>40,242,288</u>	<u>40,242,288</u>	<u>-</u>	<u>-</u>
Liabilities:				
Hedging Instrument - Interest rate swap agreement	<u>(1,405,176)</u>	<u>-</u>	<u>(1,405,176)</u>	<u>-</u>
<u>LFS:</u>				
Measured on a recurring basis:				
Assets:				
Money market funds	100	100	-	-
Mutual funds:				
Equity mutual funds	34,841	34,841	-	-
Domestic stock mutual funds	105,015	105,015	-	-
International stock mutual funds	71,154	71,154	-	-
Corporate bond funds	38,983	38,983	-	-
Government bond funds	39,127	39,127	-	-
Specialty bond funds	33,253	33,253	-	-
	<u>322,473</u>	<u>322,473</u>	<u>-</u>	<u>-</u>
Total	<u>\$ 39,159,585</u>	<u>\$ 40,564,761</u>	<u>\$ (1,405,176)</u>	<u>\$ -</u>

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Financial assets valued using Level 1 inputs are based on unadjusted quoted market prices within active markets. Level 2 inputs are those inputs that are observable, either directly or indirectly, for the assets or liability other than quoted prices included in Level 1. Level 2 inputs have been valued using an income approach. Level 3 inputs are unobservable, and apply only when there is little or no market activity for the asset or liability. There were no changes in the valuation techniques during the years ended September 30, 2018 or 2017.

The Organizations' recognize transfers of assets into and out of levels as of the date an event or change in circumstances causes the transfer. There were no transfers of assets between levels in 2018.

9. Temporarily Restricted Net Assets

Temporarily restricted net assets are available for the following at September 30:

	2018		
	<u>LSA</u>	<u>LFS</u>	<u>Total</u>
Endowment	\$ 4,180,148	\$ 100,920	\$ 4,281,068
Property and equipment	1,294,894	665,429	1,960,323
Operations	<u>864,855</u>	<u>133,780</u>	<u>998,635</u>
	<u>\$ 6,339,897</u>	<u>\$ 900,129</u>	<u>\$ 7,240,026</u>
	2017		
	<u>LSA</u>	<u>LFS</u>	<u>Total</u>
Endowment	\$ 3,762,773	\$ 80,732	\$ 3,843,505
Property and equipment	2,036,005	406,147	2,442,152
Operations	<u>875,963</u>	<u>171,026</u>	<u>1,046,989</u>
	<u>\$ 6,674,741</u>	<u>\$ 657,905</u>	<u>\$ 7,332,646</u>

Net assets released from restrictions for LSA were \$1,669,850 and \$197,642 for the years ended September 30, 2018 and 2017, respectively. Net assets released from restrictions for LFS were \$205,245 and \$176,565 for the years ended September 30, 2018 and 2017, respectively.

10. Lease Commitments

LFS has lease commitments under various operating leases for office facilities, and office equipment. Total rental expense under cancelable and noncancelable operating leases was \$666,324 and \$617,807 for the years ended September 30, 2018 and 2017, respectively.

At September 30, 2018, the future minimum lease payments under the noncancelable operating leases are as follows:

2019	\$ 403,979
2020	346,275
2021	177,934
2022	120,784
2023	107,268
Thereafter	<u>44,289</u>
Total minimum lease payments	<u>\$ 1,200,529</u>

LSA and LFS have lease commitments under various capital leases for equipment and vehicles. The assets and liabilities under capital leases are recorded at the lower of the present value of the minimum lease payments or the

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fair value of the assets. The assets are amortized over the lesser of the related lease term or the estimated useful life. Amortization of the assets for LSA under capital lease was \$0 and \$60,140 for the years ended September 30, 2018 and 2017, respectively. Amortization of the assets for LFS under capital lease was \$33,237 and \$85,533 for the years ended September 30, 2018 and 2017, respectively. Assets held under the capital leases and the related accumulated amortization at September 30, 2018 and 2017 is as follows:

	<u>2018</u>	<u>2017</u>
LFS:		
Equipment	\$ 139,502	\$ 139,502
Vehicles	263,314	261,191
Less accumulated amortization	<u>(355,106)</u>	<u>(321,869)</u>
	<u>\$ 47,710</u>	<u>\$ 78,824</u>

The present values of future minimum capital lease payments are as follows:

	<u>LSA</u>	<u>LFS</u>	<u>Total</u>
<u>Year ending September 30,</u>			
2019	\$ -	\$ 33,939	\$ 33,939
2020	-	26,373	26,373
2021	-	13,643	13,643
2022	-	10,817	10,817
2023	<u>-</u>	<u>4,188</u>	<u>4,188</u>
Total minimum lease payments	<u>\$ -</u>	<u>\$ 88,960</u>	<u>\$ 88,960</u>

11. Commitments

At September 30, 2018 the Organizations had commitments relating to various construction projects at year end. The estimated cost to complete these projects is \$2,550,000.

12. Contingencies

The Organizations self-insure a portion of their employee health benefits exposure up to \$100,000 per employee. An accrual for the self-insurance program is established to provide for estimated claims and losses and applicable legal expenses for claims incurred through September 30, 2018 but not reported. This accrual was determined by an actuary and totaled approximately \$467,000 and \$367,000 at September 30, 2018 and 2017, respectively. The accrual is included in accrued health benefits in the accompanying consolidated balance sheet. Commercial insurance has been obtained for coverage in excess of the self-insured amounts.

During 2013, LSA began participating in a "high deductible" workers' compensation insurance policy. They are responsible for the first dollar claims up to \$100,000 per occurrence or \$500,000 in the aggregate. The accrual for estimated claims incurred through September 30, 2018 and 2017 is \$291,034 and \$123,143, respectively, and is recorded in accounts payable.

The Organizations are involved in litigation arising in the normal course of business. Although the outcome of the claims and proceedings cannot be predicted with certainty, management believes that there are no existing claims or proceedings that are likely to have a material effect on financial position, results of operations, or cash flows.

As a result of the Organizations' participation in the Medicare and Medicaid programs, they are subject to various governmental reviews, audits and investigations to verify the Organizations' compliance with these programs and applicable laws and regulations. The Organizations are routinely subject to audits under various government

**Lutheran Services for the Aging, Inc. and
Lutheran Family Services in the Carolinas and Affiliates
Notes to Consolidated Financial Statements**

programs. Private pay sources such as third party insurance and managed care entities also often reserve the right to conduct audits as well.

The Organizations have received proceeds from several federal grants. These amounts are subject to additional audit procedures in accordance with federal regulations. Certain costs charged to the grants may be questioned as not being appropriate expenses under the grant agreements. Any questioned costs could result in the refund of grant monies to grantor agencies. Management expects such amounts, if any, to be immaterial.

13. Split Interest Agreements

In 2011, LSA received two \$500,000 charitable gift annuities. Under the terms of the agreements, LSA is to pay the donors \$6,250 and \$6,000, respectively, on a quarterly basis over the donors' remaining life.

The annuity obligation of \$712,250 and \$736,650 at September 30, 2018 and 2017, respectively, represents the present value of the expected future cash payments to the donors computed over the life expectancy of the donors. LSA made payments totaling \$49,000 during the years ended September 30, 2018 and 2017, respectively under the terms of the agreements.

14. Interest Rate Swap Agreement

LSA has an interest rate swap with a notional amount of \$9,390,000 and \$10,065,000 at September 30, 2018 and 2017, respectively. Under the terms of the swap (which expires in March 2028), LSA pays monthly a fixed interest rate of 4.088% and receives monthly the variable interest rate on the interest rate swap. The estimated fair value of the agreement at September 30, 2018 and 2017 was \$(892,473) and \$(1,405,176), respectively with the change in fair value of the instrument recognized in the accompanying consolidated statement of operations and changes in net assets. LSA assumes no ineffectiveness in the hedging relationship.

15. Functional Expenses

Operating expenses not directly attributable to a specific function are allocated to specific functions by the Organizations' management based on what it considers to be the best available objective criteria, such as time spent or relative benefit. Functional expenses are summarized as follows as September 30:

	2018			
	<u>LSA</u>	<u>LFS</u>	<u>Eliminations</u>	<u>Total</u>
Program services	\$ 87,344,997	\$ 20,914,843	\$ -	\$108,259,840
Development/Marketing	1,430,168	506,590	(506,590)	1,430,168
General and administrative	<u>9,074,633</u>	<u>3,643,430</u>	<u>(1,561,435)</u>	<u>11,156,628</u>
	<u>\$ 97,849,798</u>	<u>\$ 25,064,863</u>	<u>\$ (2,068,025)</u>	<u>\$120,846,636</u>
	2017			
	<u>LSA</u>	<u>LFS</u>	<u>Eliminations</u>	<u>Total</u>
Program services	\$ 84,689,579	\$ 17,942,731	\$ -	\$102,632,310
Development/Marketing	1,439,912	587,120	(587,120)	1,439,912
General and administrative	<u>8,330,985</u>	<u>2,410,365</u>	<u>(258,191)</u>	<u>10,483,159</u>
	<u>\$ 94,460,476</u>	<u>\$ 20,940,216</u>	<u>\$ (845,311)</u>	<u>\$114,555,381</u>

**Lutheran Services for the Aging, Inc. and
Lutheran Family Services in the Carolinas and Affiliates
Notes to Consolidated Financial Statements**

16. Subsequent Events

On November 20, 2018 LSA entered into a new revolving line of credit agreement as the lender with Senior Total Life Care for an additional amount not to exceed \$750,000 at 5% under the same terms as described in Note 1.

On December 6, 2018 LSA Elms Property, Inc. entered into a term loan for an independent living facility in Clemmons, North Carolina. The loan for \$11 million matures December 6, 2028 with escalating monthly payments starting at \$14,223 beginning January 1, 2020 at one month LIBOR +1.75%. The loan is collateralized by the apartment complex.

On December 14, 2018 LFS refinanced the note payable discussed in Note 6. The refinanced note payable is due December 4, 2021, payable in monthly installments of \$24,339 at one month LIBOR plus 2.5%, collateralized by substantially all of LFS's assets.

Management has evaluated subsequent events through January 25, 2019, the date which the financial statements were issued.

Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Board of Trustees
Lutheran Family Services in the Carolinas and Affiliates

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of Lutheran Services for the Aging, Inc. and Lutheran Family Services in the Carolinas and Affiliates (a nonprofit organization), which comprise the consolidated balance sheets as of September 30, 2018 and 2017 and the related consolidated statements of operations and changes in net assets, and cash flows for the years then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated January 25, 2019. The financial statements of Lutheran Services for the Aging, Inc., LSA Management, Inc., LSA Pharmacy, Inc., Lutheran Home -Albemarle, Inc., Lutheran Home -Hickory, Inc., Lutheran Home at Trinity Oaks, Inc., Lutheran Home - Hickory West, Inc., Lutheran Home - Winston Salem, Inc., Lutheran Home - Forsyth County, Inc., Lutheran Home - Wilmington, Inc., Lutheran Home Albemarle Property, Inc., Lutheran Home Hickory Property, Inc., Lutheran Home at Trinity Oaks Property, Inc., Lutheran Home Hickory West Property, Inc., Lutheran Home Winston-Salem Property, Inc., Lutheran Home Forsyth County Property, Inc., Lutheran Home Wilmington Property, Inc., Lutheran Services Property, Inc., Lutheran Retirement Center - Salisbury, Inc., Lutheran Retirement Center - Wilmington, Inc., Lutheran Retirement Center at Lutheridge, Inc., LSA Elms at Tanglewood, Inc., LSA Elms Property, Inc., Lutheran Services for the Aging Foundation, Inc. Abundant Living Adult Day Services, Inc., LSA Therapy, Inc., Trinity at Home, Inc., Trinity Guardian Services, Inc. and LFS Real Properties, Inc. were not audited in accordance with *Government Auditing Standards* and, accordingly, this report does not include reporting on internal control over financial reporting or instances of reportable noncompliance associated with these entities.

Internal Control over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered Lutheran Family Services in the Carolinas, Mountain Ridge Home, Inc. and Whittecar Home, Inc.'s ("Lutheran Family Services in the Carolinas and Affiliates") internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Lutheran Family Services in the Carolinas and Affiliates' internal control. Accordingly, we do not express an opinion on the effectiveness of Lutheran Family Services in the Carolinas and Affiliates' internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of Lutheran Family Services in the Carolinas and Affiliates' financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control

that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of the internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We did identify a certain deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item 2018-001 that we consider to be a significant deficiency.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Lutheran Family Services in the Carolinas and Affiliates' financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Lutheran Family Services in the Carolinas and Affiliates' Corrective Action Plan

Lutheran Family Services in the Carolinas and Affiliates's corrective action plan regarding the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. Lutheran Family Services in the Carolinas and Affiliates' corrective action plan was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organizations' internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organizations' internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Dixon Hughes Goodman LLP

**Raleigh, North Carolina
January 25, 2019**

Independent Auditors' Report on Compliance for each Major Program and on Internal Control Over Compliance Required by The Uniform Guidance

Board of Trustees
Lutheran Family Services in the Carolinas and Affiliates

Report on Compliance for Each Major Federal Program

We have audited Lutheran Family Services in the Carolinas, Mountain Ridge Home, Inc. and Whittecar Home, Inc.'s ("Lutheran Family Services in the Carolinas and Affiliates") compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on Lutheran Family Services in the Carolinas and Affiliates' major federal programs for the year ended September 30, 2018. Lutheran Family Services in the Carolinas and Affiliates' major federal programs are identified in the summary of auditors' results section on the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for Lutheran Family Services in the Carolinas and Affiliates' major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations *Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the "Uniform Guidance"). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Lutheran Family Services in the Carolinas and Affiliates' compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major federal programs. However, our audit does not provide a legal determination of Lutheran Family Services in the Carolinas and Affiliates' compliance.

Opinion on Each Major Federal Program

In our opinion, Lutheran Family Services in the Carolinas and Affiliates complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal programs for the year ended September 30, 2018.

Report on Internal Control Over Compliance

Management of Lutheran Family Services in the Carolinas and Affiliates is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Lutheran Family Services in the Carolinas and Affiliates' internal control over compliance with the types of requirements that could have a direct and material effect on the major federal programs to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on compliance for the major federal programs and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Lutheran Family Services in the Carolinas and Affiliates' internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Dixon Hughes Goodman LLP

**Raleigh, North Carolina
January 25, 2019**

**Lutheran Services for the Aging, Inc. and
Lutheran Family Services in the Carolinas and Affiliates
Schedule of Expenditures of Federal Awards
Year Ended September 30, 2018**

<u>Federal Grantor/Pass-Through Grantor/Program Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Total Federal Expenditures</u>
<u>U.S. Department of Homeland Security</u>			
Passed through from North Carolina Division of Emergency Management Disaster Case Management Program	97.088	FEMA-4285-DR-NC	\$ 1,981,376
<u>U.S. Department of Health and Human Services</u>			
Passed through from Lutheran Immigration and Refugee Service Refugee and Entrant Assistance Voluntary Agency Programs	93.567	1802MDRVMG	143,756
Passed through from SC Department of Health and Human Services, Division of Social Services Refugee and Entrant Assistance - State Administered Programs	93.566	4400017388	75,001
Refugee and Entrant Assistance - State Administered Programs	93.566	4400017080	88,198
Refugee and Entrant Assistance - State Administered Programs	93.566	00035574	203,641
Refugee and Entrant Assistance - State Administered Programs	93.566	4400017893	15,072
Refugee and Entrant Assistance - State Administered Programs	93.566	4400017170	62,000
			<u>443,912</u>
Passed through from NC Department of Health and Human Services, Division of Social Services Refugee and Entrant Assistance - Discretionary Grants Programs	93.576	00036179	60,936
Passed through from Lutheran Immigration and Refugee Services Refugee AmeriCorps	93.576	90RP0113-02-00	16,697
Preferred Communities: Intensive Case Management	93.576	HHS-2016-ACF-ORR-RP-1116	79,555
Home Studies and Post Release Services	93.676	90ZU0172-01-00 90ZU0172-02-00	297,741
Unaccompanied Alien Children Programs	93.676	90ZU0223-01-00 90ZU0223-02-00	497,899
Safe Release and Support Services	93.676	90ZU0223-02	1,831
Total U.S. Department of Health and Human Services			<u>1,542,327</u>

The accompanying notes are an integral part of this schedule.

**Lutheran Services for the Aging, Inc. and
Lutheran Family Services in the Carolinas and Affiliates
Schedule of Expenditures of Federal Awards
Year Ended September 30, 2018**

(Continued)

Federal Grantor/Pass-Through Grantor/Program Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Total Federal Expenditures
<u>U.S. Department of Veterans Affairs</u>			
VA Homeless Provider Grant and Per Diem Program	64.024	N/A	88,420
<u>U.S. Department of Housing and Urban Development</u>			
Supportive Housing for the Elderly	14.157	N/A	179,016
Supportive Housing for Persons with Disabilities	14.181	N/A	249,800
Total U.S. Department of Housing and Urban Development			428,816
<u>U.S. Department of State</u>			
Passed-through Lutheran Immigration and Refugee Service			
U.S. Refugee Admissions Program	19.510	SPRMCO18CA0003	227,234
U.S. Refugee Admissions Program	19.510	S-PRMCO-17-CA-1010	3,693
Total U.S. Department of State			230,927
Total Federal Awards			\$ 4,271,866

The accompanying notes are an integral part of this schedule.

**Lutheran Services for the Aging, Inc. and
Lutheran Family Services in the Carolinas and Affiliates
Notes to Schedule of Expenditures of Federal Awards
Year Ended September 30, 2018**

1. Basis of Presentation

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal grant activity of Lutheran Family Services in the Carolinas and Affiliates under programs of the federal government for the year ended September 30, 2018. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations *Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the "Uniform Guidance"). Because the Schedule presents only a selected portion of the operations of Lutheran Family Services in the Carolinas and Affiliates, it is not intended to and does not present the financial position, and statements of operations and changes in net assets or cash flows of Lutheran Family Services in the Carolinas and Affiliates.

2. Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. Pass-through entity identifying numbers are presented where available.

3. Indirect Cost Rate

Lutheran Family Services in the Carolinas and Affiliates has not elected to use the 10-percent de minimus indirect cost rate allowed under the Uniform Guidance.

**Lutheran Services for the Aging, Inc. and
Lutheran Family Services in the Carolinas and Affiliates
Schedule of Findings and Questioned Costs
Year Ended September 30, 2018**

Section I--Summary of Auditors' Results

Consolidated Financial Statements

Type of report the auditors issued on whether the consolidated financial statements audited were prepared in accordance with GAAP: Unmodified

Internal control over financial reporting:

- Material weakness(es) identified? _____ yes X no
- Significant deficiency(ies) identified that are not considered to be material weaknesses? X yes _____ none reported

Noncompliance material to financial statements noted? _____ yes X no

Federal Awards

Internal control over major federal program:

- Material weakness(es) identified? _____ yes X no
- Significant deficiency(ies) identified that are not considered to be material weaknesses? _____ yes X none reported

Noncompliance material to federal awards _____ yes X no

Type of auditors' report issued on compliance for major program: Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? X yes _____ no

**Lutheran Services for the Aging, Inc. and
Lutheran Family Services in the Carolinas and Affiliates
Schedule of Findings and Questioned Costs
Year Ended September 30, 2018**

Section I—Summary of Auditors' Results, Continued

Identification of major federal programs:

<u>CFDA Number</u>	<u>Name of Federal Program or Cluster</u>
93.676	Unaccompanied Alien Children Program
97.088	Disaster Case Management Program

Dollar threshold used to distinguish
between Type A and Type B programs: \$750,000

Auditee qualified as low-risk auditee? X yes no

Section II—Financial Statement Findings

Finding 2018-001

SIGNIFICANT DEFICIENCY

Criteria:	An Organization's internal control over financial reporting is a process designed to provide reasonable assurance that the financial statements are free of material errors.
Condition:	It was noted during the audit that account roll forwards initially provided by management related to fixed assets and debt did not reconcile to the general ledger.
Effect:	Debt and fixed assets were understated and fixed asset disposals were recorded incorrectly. Adjustments had to be made in order to add unrecorded debt and fixed assets to the general ledger and correct disposals.
Cause:	Reconciliations of fixed assets and debt were not properly reviewed.
Recommendation:	Management should implement separate reviews over roll forwards of key accounts to ensure roll forwards properly reconcile to the general ledger and subsidiary ledgers. Proper roll forwards will help provide financial clarity and accuracy.

**Lutheran Services for the Aging, Inc. and
Lutheran Family Services in the Carolinas and Affiliates
Schedule of Findings and Questioned Costs
Year Ended September 30, 2018**

Views of Responsible Officials
and Planned Corrective Actions:

Management agrees with comments regarding significant
deficiency over internal control. See corrective action
plan.

Section III—Federal Award Findings and Questioned Costs

No matters are reportable.



**Lutheran Family Services in the Carolinas
Corrective Action Plan
For the Fiscal Year Ended September 30, 2018**

SIGNIFICANT DEFICIENCY

2018 – 001 Account roll forwards

Name of contact person: Tonya Frye, Controller

Corrective Action: Management plans to implement further cross-training of duties surrounding fixed assets. Additionally, procedures will be put in place outlining the process for adding fixed assets to the corporation's books, including the proper posting of debt. Beyond the Controller's oversight, the specific positions that will be involved are the Senior Accountant handling fixed assets and the Accounts Payable Specialist.

Proposed Completion Date: Management will implement the above procedure immediately.



Independent Auditors' Report on Consolidating Information

Board of Trustees
Lutheran Services for the Aging, Inc. and
Lutheran Family Services in the Carolinas and Affiliates

We have audited the consolidated financial statements of Lutheran Services for the Aging, Inc. and Lutheran Family Services in the Carolinas and Affiliates (the "Organization") as of and for the year ended September 30, 2018, and have issued our report thereon dated January 25, 2019, which contained an unmodified opinion on those consolidated financial statements, appears on pages 1 - 2. Our audit was performed for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating information on pages 42 - 69 is presented for purposes of additional analysis of the consolidated financial statements rather than to present the financial position and results of operations and changes in net assets of the individual companies, and it is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The consolidating information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the consolidating information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Dixon Hughes Goodman LLP

**Raleigh, North Carolina
January 25, 2019**

**Lutheran Services for the Aging, Inc. and
Lutheran Family Services in the Carolinas and Affiliates
Consolidating Balance Sheets
September 30, 2018**

	Trinity Place Albemarle	Trinity Village Hickory	Trinity Ridge Hickory	Trinity Oaks H&R Salisbury	Trinity Grove Wilmington	Trinity Glen Winston-Salem	Trinity Elms H&R Clemmons	Total Nursing
ASSETS								
Current assets:								
Cash and cash equivalents	\$ 208,646	\$ 462,810	\$ 594,085	\$ 482,035	\$ 615,534	\$ 480,121	\$ 458,011	\$ 3,301,242
Investments	929,696	1,079,269	-	4,855,653	406,180	-	-	7,270,798
Accounts receivable, residents and clients, net of allowance for doubtful accounts of approximately \$1,200,000 and \$580,000 in 2018 and 2017, respectively	626,527	1,042,419	1,222,931	1,196,789	1,055,816	1,159,225	874,360	7,178,067
Current portion of other receivables	1,536,451	4,590,000	(2,119,573)	2,522,491	(2,572,724)	(3,589,554)	(2,225,378)	(1,658,287)
Inventories	37,957	48,378	61,530	37,461	38,909	51,862	45,598	321,695
Prepaid expenses	31	(9,913)	(6,266)	153	11,867	(1,224)	872	(4,480)
Residents' funds	11,476	45,851	12,826	13,937	1,542	19,575	9,182	114,389
Total current assets	3,350,784	7,258,814	(234,467)	9,108,519	(442,876)	(1,879,995)	(837,355)	16,323,424
Assets limited as to use:								
Investments - donor restricted endowment funds	-	-	-	-	-	-	-	-
Investments - temporarily restricted	-	-	-	-	-	-	-	-
Investments - board designated funds	203,421	719,638	-	815,188	-	-	-	1,738,247
Assets limited to use - operating reserve requirement	-	-	-	-	-	-	-	-
Bond funds	-	-	-	-	-	-	-	-
Assets restricted for investment in property and equipment	11,587	-	-	1,218,226	-	-	-	1,229,813
Total assets limited as to use	215,008	719,638	-	2,033,414	-	-	-	2,968,060
Property and equipment, net	525,235	627,013	914,436	431,449	522,358	785,129	1,167,181	4,972,801
Assets held for sale	-	-	-	-	-	-	-	-
Other receivables, less current portion, net	-	-	-	-	-	-	-	-
Other assets	-	53,125	-	-	-	-	-	53,125
Total assets	\$ 4,091,027	\$ 8,658,590	\$ 679,969	\$ 11,573,382	\$ 79,482	\$ (1,094,866)	\$ 329,826	\$ 24,317,410

Lutheran Services for the Aging, Inc. and
Lutheran Family Services in the Carolinas and Affiliates
Consolidating Balance Sheets
September 30, 2018

(Continued)

	Trinity Place Albemarle	Trinity Village Hickory	Trinity Ridge Hickory	Trinity Oaks H&R Salisbury	Trinity Grove Wilmington	Trinity Glen Winston-Salem	Trinity Elms H&R Clemmons	Total Nursing
LIABILITIES AND NET ASSETS								
Current liabilities:								
Current maturities of long-term debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Current maturities of obligation under capital leases	-	-	-	-	-	-	-	-
Current portion of split-interest liability	-	-	-	-	-	-	-	-
Accounts payable, trade	84,494	213,194	221,376	171,996	168,878	184,882	167,331	1,212,151
Accrued salaries and payroll taxes	270,827	653,402	510,865	503,005	321,816	388,190	369,152	3,017,257
Accrued health benefits	28,932	57,107	47,507	51,934	41,300	34,350	31,173	292,303
Accrued interest payable	(1,704)	271	-	703	329	(640)	-	(1,041)
Refundable fees - current	-	-	-	-	-	-	-	-
Other accrued liabilities	-	-	-	-	-	-	-	-
Residents' funds liability	11,476	45,851	12,826	13,937	1,542	19,575	9,182	114,389
Total current liabilities	394,025	969,825	792,574	741,575	533,865	626,357	576,838	4,635,059
Long-term liabilities:								
Long-term debt, less current maturities	187,938	307,333	-	183,516	53,065	2,211	-	734,063
Long-term maturities of obligation under capital leases	-	-	-	-	-	-	-	-
Refundable fees	-	-	-	12,420	-	-	-	12,420
Deferred revenue from advance fees	-	-	-	-	-	-	-	-
Fair value of interest rate swap agreement	-	-	-	-	-	-	-	-
Split-interest liability	-	-	-	-	-	-	-	-
Total long-term liabilities	187,938	307,333	-	195,936	53,065	2,211	-	746,483
Total liabilities	581,963	1,277,158	792,574	937,511	586,930	628,568	576,838	5,381,542
Net assets:								
Unrestricted:								
Unrestricted, undesignated	3,294,056	6,639,166	(126,286)	8,435,187	(516,241)	(1,725,628)	(247,170)	15,753,084
Unrestricted, board designated funds	203,421	719,638	-	815,188	-	-	-	1,738,247
Total unrestricted	3,497,477	7,358,804	(126,286)	9,250,375	(516,241)	(1,725,628)	(247,170)	17,491,331
Temporarily restricted	11,587	22,628	13,681	1,385,496	8,793	2,194	158	1,444,537
Permanently restricted	-	-	-	-	(507,448)	-	-	-
Total net assets	3,509,064	7,381,432	(112,605)	10,635,871	(507,448)	(1,723,434)	(247,012)	18,935,868
Total liabilities and net assets	\$ 4,091,027	\$ 8,658,590	\$ 679,969	\$ 11,573,382	\$ 79,482	\$ (1,094,866)	\$ 329,826	\$ 24,317,410

**Lutheran Services for the Aging, Inc. and
Lutheran Family Services in the Carolinas and Affiliates
Consolidating Balance Sheets
September 30, 2018**

	Lutheran Home Albemarle Property	Lutheran Home Hickory Property	Lutheran Home Hickory West Property	Lutheran Home Salisbury Property	Lutheran Home Wilmington Property	Lutheran Home Winston-Salem Property	Lutheran Home Forsyth County Property	LSA Elms Property	Lutheran Services Property	Total Property
ASSETS										
Current assets:										
Cash and cash equivalents	\$ 18,415	\$ 100	\$ 100	\$ 29,924	\$ 100	\$ 100	\$ 100	\$ 244,271	\$ 133,153	\$ 426,263
Investments	770,856	-	1,217,425	3,093,144	805,618	-	343,561	838,465	185,589	7,254,658
Accounts receivable, residents and clients, net of allowance for doubtful accounts of approximately \$1,200,000 and \$580,000 in 2018 and 2017, respectively	-	-	-	-	-	-	-	-	-	-
Current portion of other receivables	434,897	(216,665)	3,650,323	1,228,580	(2,284,185)	978,876	(264,218)	952,816	(769,114)	3,711,310
Inventories	-	-	-	-	-	-	-	-	-	-
Prepaid expenses	-	2,327	-	-	-	-	-	-	-	2,327
Residents' funds	-	-	-	-	-	-	-	-	-	-
Total current assets	1,224,168	(214,238)	4,867,848	4,351,648	(1,476,467)	978,976	79,443	2,035,552	(450,372)	11,394,558
Assets limited as to use:										
Investments - donor restricted endowment funds	-	-	-	-	-	-	-	-	-	-
Investments - temporarily restricted	-	-	-	-	-	-	-	-	-	-
Investments - board designated funds	-	-	-	-	-	-	-	-	-	-
Assets limited to use - operating reserve requirement	-	-	-	-	-	-	-	-	-	-
Bond funds	-	-	-	-	-	-	-	-	-	-
Assets restricted for investment in property and equipment	-	-	-	-	-	-	-	-	-	-
Total assets limited as to use	-	-	-	-	-	-	-	-	-	-
Property and equipment, net	1,866,938	5,793,033	13,364,214	2,591,004	12,582,666	7,135,818	12,971,562	6,338,613	2,423,583	65,087,431
Assets held for sale	-	-	110,800	-	-	-	-	-	-	110,800
Other receivables, less current portion, net	-	-	-	-	-	-	-	-	-	-
Other assets	-	-	-	-	-	-	-	-	-	-
Total assets	\$ 3,111,106	\$ 5,578,795	\$ 18,342,862	\$ 6,942,652	\$ 11,104,199	\$ 8,114,794	\$ 13,051,005	\$ 8,374,165	\$ 1,973,211	\$ 76,592,789

**Lutheran Services for the Aging, Inc. and
Lutheran Family Services in the Carolinas and Affiliates
Consolidating Balance Sheets
September 30, 2018**

(Continued)

	Lutheran Home Albemarle Property	Lutheran Home Hickory Property	Lutheran Home Hickory West Property	Lutheran Home Salisbury Property	Lutheran Home Wilmington Property	Lutheran Home Winston-Salem Property	Lutheran Home Forsyth County Property	LSA Elms Property	Lutheran Services Property	Total Property
LIABILITIES AND NET ASSETS										
Current liabilities:										
Current maturities of long-term debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Current maturities of obligation under capital leases	-	-	-	-	-	-	-	-	-	-
Current portion of split-interest liability	-	-	-	-	-	-	-	-	-	-
Accounts payable, trade	17,435	10,483	-	11,112	2,106	5,383	-	-	396	46,915
Accrued salaries and payroll taxes	-	-	-	-	-	-	-	-	-	-
Accrued health benefits	-	-	-	-	-	-	-	-	-	-
Accrued interest payable	(21,681)	16,373	46,052	(122,926)	-	(395)	18,036	(1,891)	(3,916)	(70,348)
Refundable fees - current	-	-	-	-	-	-	-	-	-	-
Other accrued liabilities	-	-	-	-	-	-	-	-	-	-
Residents' funds liability	-	-	-	-	-	-	-	-	-	-
Total current liabilities	(4,246)	26,856	46,052	(111,814)	2,106	4,988	18,036	(1,891)	(3,520)	(23,433)
Long-term liabilities:										
Long-term debt, less current maturities	422,307	2,553,252	13,632,137	50,854	13,436,894	9,017,240	12,861,564	8,282,237	19,899	60,276,384
Long-term maturities of obligation under capital leases	-	-	-	-	-	-	-	-	-	-
Refundable fees	-	-	-	-	-	-	-	36,737	-	36,737
Deferred revenue from advance fees	-	-	-	-	-	-	-	-	-	-
Fair value of interest rate swap agreement	-	-	-	-	-	-	-	-	-	-
Split-interest liability	-	-	-	-	-	-	-	-	-	-
Total long-term liabilities	422,307	2,553,252	13,632,137	50,854	13,436,894	9,017,240	12,861,564	8,318,974	19,899	60,313,121
Total liabilities	418,061	2,580,108	13,678,189	(60,960)	13,439,000	9,022,228	12,879,600	8,317,083	16,379	60,289,688
Net assets:										
Unrestricted:										
Unrestricted, undesignated	2,693,045	2,998,687	4,664,673	7,003,612	(2,334,801)	(907,434)	171,405	57,082	1,956,832	16,303,101
Unrestricted, board designated funds	-	-	-	-	-	-	-	-	-	-
Total unrestricted	2,693,045	2,998,687	4,664,673	7,003,612	(2,334,801)	(907,434)	171,405	57,082	1,956,832	16,303,101
Temporarily restricted	-	-	-	-	-	-	-	-	-	-
Permanently restricted	-	-	-	-	-	-	-	-	-	-
Total net assets	2,693,045	2,998,687	4,664,673	7,003,612	(2,334,801)	(907,434)	171,405	57,082	1,956,832	16,303,101
Total liabilities and net assets	\$ 3,111,106	\$ 5,578,795	\$ 18,342,862	\$ 6,942,652	\$ 11,104,199	\$ 8,114,794	\$ 13,051,005	\$ 8,374,165	\$ 1,973,211	\$ 76,592,789

**Lutheran Services for the Aging, Inc. and
Lutheran Family Services in the Carolinas and Affiliates
Consolidating Balance Sheets
September 30, 2018**

	Trinity Oaks RC Salisbury	Trinity View Arden	LRC - Wilmington	Total Retirement
ASSETS				
Current assets:				
Cash and cash equivalents	\$ 1,284,028	\$ 326,976	\$ 64,378	\$ 1,675,382
Investments	(977,476)	926,826	40,361	(10,289)
Accounts receivable, residents and clients, net of allowance for doubtful accounts of approximately \$1,200,000 and \$580,000 in 2018 and 2017, respectively	87,950	1,228	-	89,178
Current portion of other receivables	(4,917,453)	1,603,683	(5,249,430)	(8,563,200)
Inventories	38,283	13,088	-	51,371
Prepaid expenses	(1,059)	4,465	565	3,971
Residents' funds	-	-	-	-
Total current assets	<u>(4,485,727)</u>	<u>2,876,266</u>	<u>(5,144,126)</u>	<u>(6,753,587)</u>
Assets limited as to use:				
Investments - donor restricted endowment funds	-	-	-	-
Investments - temporarily restricted	-	-	-	-
Investments - board designated funds	833,450	16,418	-	849,868
Assets limited to use - operating reserve requirement	1,705,032	-	-	1,705,032
Bond funds	-	-	-	-
Assets restricted for investment in property and equipment	-	-	-	-
Total assets limited as to use	<u>2,538,482</u>	<u>16,418</u>	<u>-</u>	<u>2,554,900</u>
Property and equipment, net	22,929,403	3,457,996	4,330,668	30,718,067
Assets held for sale	-	-	-	-
Other receivables, less current portion, net	-	-	-	-
Other assets	-	-	-	-
Total assets	<u>\$ 20,982,158</u>	<u>\$ 6,350,680</u>	<u>\$ (813,458)</u>	<u>\$ 26,519,380</u>

See Independent Auditors' Report.

Lutheran Services for the Aging, Inc. and
Lutheran Family Services in the Carolinas and Affiliates
Consolidating Balance Sheets
September 30, 2018

(Continued)

	Trinity Oaks RC Salisbury	Trinity View Arden	LRC - Wilmington	Total Retirement
LIABILITIES AND NET ASSETS				
Current liabilities:				
Current maturities of long-term debt	\$ -	\$ -	\$ -	\$ -
Current maturities of obligation under capital leases	-	-	-	-
Current portion of split-interest liability	-	-	-	-
Accounts payable, trade	163,201	53,382	97,696	314,279
Accrued salaries and payroll taxes	273,596	130,041	85,059	488,696
Accrued health benefits	21,277	8,784	771	30,832
Accrued interest payable	(15,349)	(6,820)	260	(21,909)
Refundable fees - current	923,987	-	-	923,987
Other accrued liabilities	-	-	-	-
Residents' funds liability	-	-	-	-
Total current liabilities	1,366,712	185,387	183,786	1,735,885
Long-term liabilities:				
Long-term debt, less current maturities	5,150,357	2,288,605	68,303	7,507,265
Long-term maturities of obligation under capital leases	-	-	-	-
Refundable fees	7,779,760	950	40,100	7,820,810
Deferred revenue from advance fees	7,500,443	-	-	7,500,443
Fair value of interest rate swap agreement	-	-	-	-
Split-interest liability	-	-	-	-
Total long-term liabilities	20,430,560	2,289,555	108,403	22,828,518
Total liabilities	21,797,272	2,474,942	292,189	24,564,403
Net assets:				
Unrestricted:				
Unrestricted, undesignated	(1,663,541)	3,857,487	(1,105,647)	1,088,299
Unrestricted, board designated funds	833,450	16,418	-	849,868
Total unrestricted	(830,091)	3,873,905	(1,105,647)	1,938,167
Temporarily restricted	14,977	1,833	-	16,810
Permanently restricted	-	-	-	-
Total net assets	(815,114)	3,875,738	(1,105,647)	1,954,977
Total liabilities and net assets	\$ 20,982,158	\$ 6,350,680	\$ (813,458)	\$ 26,519,380

See Independent Auditors' Report.

**Lutheran Services for the Aging, Inc. and
Lutheran Family Services in the Carolinas and Affiliates
Consolidating Balance Sheets
September 30, 2018**

	Trinity Elms AL Clemmons	Trinity Living Center Salisbury	Trinity at Home Salisbury	LSA Pharmacy Salisbury	Total Other Operations
ASSETS					
Current assets:					
Cash and cash equivalents	\$ 385,898	\$ 141,047	\$ 93,644	\$ 305,550	\$ 926,139
Investments	1,941,947	185,589	-	2,016,000	4,143,536
Accounts receivable, residents and clients, net of allowance for doubtful accounts of approximately \$1,200,000 and \$580,000 in 2018 and 2017, respectively	67,956	123,725	128,573	300,809	621,063
Current portion of other receivables	1,453,989	46,661	(774)	6,982,828	8,482,704
Inventories	13,027	-	-	588,959	601,986
Prepaid expenses	(2,259)	(42)	(2,369)	(195)	(4,865)
Residents' funds	6,464	-	-	-	6,464
Total current assets	3,867,022	496,980	219,074	10,193,951	14,777,027
Assets limited as to use:					
Investments - donor restricted endowment funds	-	-	-	-	-
Investments - temporarily restricted	-	-	-	-	-
Investments - board designated funds	-	-	-	-	-
Assets limited to use - operating reserve requirement	-	-	-	-	-
Bond funds	-	-	-	-	-
Assets restricted for investment in property and equipment	-	-	-	-	-
Total assets limited as to use	-	-	-	-	-
Property and equipment, net	204,456	16,474	1,132	126,461	348,523
Assets held for sale	-	-	-	-	-
Other receivables, less current portion, net	-	-	-	-	-
Other assets	-	-	-	-	-
Total assets	\$ 4,071,478	\$ 513,454	\$ 220,206	\$ 10,320,412	\$ 15,125,550

Lutheran Services for the Aging, Inc. and
Lutheran Family Services in the Carolinas and Affiliates
Consolidating Balance Sheets
September 30, 2018

(Continued)

	Trinity Elms AL Clemmons	Trinity Living Center Salisbury	Trinity at Home Salisbury	LSA Pharmacy Salisbury	Total Other Operations
LIABILITIES AND NET ASSETS					
Current liabilities:					
Current maturities of long-term debt	\$ -	\$ -	\$ -	\$ -	\$ -
Current maturities of obligation under capital leases	-	-	-	-	-
Current portion of split-interest liability	-	-	-	-	-
Accounts payable, trade	43,474	2,124	1,567	136,412	183,577
Accrued salaries and payroll taxes	149,919	36,976	34,019	125,961	346,875
Accrued health benefits	20,580	4,938	1,554	11,186	38,258
Accrued interest payable	(746)	-	-	(20)	(766)
Refundable fees - current	-	-	-	-	-
Other accrued liabilities	-	-	-	-	-
Residents' funds liability	6,464	-	-	-	6,464
Total current liabilities	219,691	44,038	37,140	273,539	574,408
Long-term liabilities:					
Long-term debt, less current maturities	44,221	-	-	6,633	50,854
Long-term maturities of obligation under capital leases	-	-	-	-	-
Refundable fees	-	-	-	-	-
Deferred revenue from advance fees	-	-	-	-	-
Fair value of interest rate swap agreement	-	-	-	-	-
Split-interest liability	-	-	-	-	-
Total long-term liabilities	44,221	-	-	6,633	50,854
Total liabilities	263,912	44,038	37,140	280,172	625,262
Net assets:					
Unrestricted:					
Unrestricted, undesignated	3,806,406	451,331	78,079	10,040,240	14,376,056
Unrestricted, board designated funds	-	-	-	-	-
Total unrestricted	3,806,406	451,331	78,079	10,040,240	14,376,056
Temporarily restricted	1,160	18,085	104,987	-	124,232
Permanently restricted	-	-	-	-	-
Total net assets	3,807,566	469,416	183,066	10,040,240	14,500,288
Total liabilities and net assets	\$ 4,071,478	\$ 513,454	\$ 220,206	\$ 10,320,412	\$ 15,125,550

See Independent Auditors' Report.

**Lutheran Services for the Aging, Inc. and
Lutheran Family Services in the Carolinas and Affiliates
Consolidating Balance Sheets
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	LSA	LSA Management	LSA Foundation	LSA Therapy	Trinity Guardian	Total Other
ASSETS						
Current assets:						
Cash and cash equivalents	\$ 504,627	\$ 983,167	\$ 17,375	-	\$ -	\$ 1,505,169
Investments	47,389	2,024,802	1,946,945	-	-	4,019,136
Accounts receivable, residents and clients, net of allowance for doubtful accounts of approximately \$1,200,000 and \$580,000 in 2018 and 2017, respectively	-	2,435	-	-	-	2,435
Current portion of other receivables	740,316	2,601,341	172,550	734,118	-	4,248,325
Inventories	-	28,728	-	-	-	28,728
Prepaid expenses	-	368,547	-	-	-	368,547
Residents' funds	-	-	-	-	-	-
Total current assets	1,292,332	6,009,020	2,136,870	734,118	-	10,172,340
Assets limited as to use:						
Investments - donor restricted endowment funds	-	-	2,990,338	-	-	2,990,338
Investments - temporarily restricted	-	-	4,180,148	-	-	4,180,148
Investments - board designated funds	5,085,114	-	-	-	-	5,085,114
Assets limited to use - operating reserve requirement	-	-	-	-	-	-
Bond funds	-	3,636,979	-	-	-	3,636,979
Assets restricted for investment in property and equipment	-	-	65,081	-	-	65,081
Total assets limited as to use	5,085,114	3,636,979	7,235,567	-	-	15,957,660
Property and equipment, net	556,407	1,235,825	-	-	-	1,792,232
Assets held for sale	-	-	-	-	-	-
Other receivables, less current portion, net	-	-	142,175	-	-	142,175
Other assets	274,635	325,000	-	464,245	-	1,063,880
Total assets	\$ 7,208,488	\$ 11,206,824	\$ 9,514,612	\$ 1,198,363	\$ -	\$ 29,128,287

**Lutheran Services for the Aging, Inc. and
Lutheran Family Services in the Carolinas and Affiliates
Consolidating Balance Sheets
September 30, 2018**

(Continued)

	LSA	LSA Management	LSA Foundation	LSA Therapy	Trinity Guardian	Total Other
LIABILITIES AND NET ASSETS						
Current liabilities:						
Current maturities of long-term debt	\$ -	\$ 2,740,997	\$ 200,000	-	\$ -	\$ 2,940,997
Current maturities of obligation under capital leases	-	-	-	-	-	-
Current portion of split-interest liability	-	-	49,000	-	-	49,000
Accounts payable, trade	1,562	407,104	-	-	-	408,666
Accrued salaries and payroll taxes	-	472,470	-	-	-	472,470
Accrued health benefits	-	23,602	-	-	-	23,602
Accrued interest payable	-	380,094	2,618	-	-	382,712
Refundable fees - current	-	-	-	-	-	-
Other accrued liabilities	-	916,180	-	-	-	916,180
Residents' funds liability	-	-	-	-	-	-
Total current liabilities	1,562	4,940,447	251,618	-	-	5,193,627
Long-term liabilities:						
Long-term debt, less current maturities	-	1,458,790	-	-	-	1,458,790
Long-term maturities of obligation under capital leases	-	-	-	-	-	-
Refundable fees	-	-	1,000	-	-	1,000
Deferred revenue from advance fees	-	-	-	-	-	-
Fair value of interest rate swap agreement	-	892,473	-	-	-	892,473
Split-interest liability	-	-	663,250	-	-	663,250
Total long-term liabilities	-	2,351,263	664,250	-	-	3,015,513
Total liabilities	1,562	7,291,710	915,868	-	-	8,209,140
Net assets:						
Unrestricted:						
Unrestricted, undesignated	1,718,167	3,912,320	1,260,527	1,198,363	-	8,089,377
Unrestricted, board designated funds	5,085,114	-	-	-	-	5,085,114
Total unrestricted	6,803,281	3,912,320	1,260,527	1,198,363	-	13,174,491
Temporarily restricted	403,645	2,794	4,347,879	-	-	4,754,318
Permanently restricted	-	-	2,990,338	-	-	2,990,338
Total net assets	7,206,926	3,915,114	8,598,744	1,198,363	-	20,919,147
Total liabilities and net assets	\$ 7,208,488	\$ 11,206,824	\$ 9,514,612	1,198,363	\$ -	\$ 29,128,287

**Lutheran Services for the Aging, Inc. and
Lutheran Family Services in the Carolinas and Affiliates
Consolidating Balance Sheets
September 30, 2018**

	LFS Real Properties	LFS in the Carolinas Child and Family	Total LFS
ASSETS			
Current assets:			
Cash and cash equivalents	\$ 62,368	\$ 1,079,534	\$ 1,141,902
Investments	-	10,920	10,920
Accounts receivable, residents and clients, net of allowance for doubtful accounts of approximately \$1,200,000 and \$580,000 in 2018 and 2017, respectively	-	2,477,934	2,477,934
Current portion of other receivables	1,109,459	(1,080,910)	28,549
Inventories	-	-	-
Prepaid expenses	-	115,469	115,469
Residents' funds	-	-	-
Total current assets	<u>\$ 1,171,827</u>	<u>\$ 2,602,947</u>	<u>\$ 3,774,774</u>
Assets limited as to use:			
Investments - donor restricted endowment funds	-	235,994	235,994
Investments - temporarily restricted	-	100,920	100,920
Investments - board designated funds	-	-	-
Assets limited to use - operating reserve requirement	-	-	-
Bond funds	-	-	-
Assets restricted for investment in property and equipment	-	665,429	665,429
Total assets limited as to use	<u>-</u>	<u>1,002,343</u>	<u>1,002,343</u>
Property and equipment, net	1,315,893	464,217	1,780,110
Assets held for sale	-	-	-
Other receivables, less current portion, net	-	134,001	134,001
Other assets	-	34,435	34,435
Total assets	<u>\$ 2,487,720</u>	<u>\$ 4,237,943</u>	<u>\$ 6,725,663</u>

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**Lutheran Services for the Aging, Inc. and
Lutheran Family Services in the Carolinas and Affiliates
Consolidating Balance Sheets
September 30, 2018**

(Continued)

	LFS Real Properties	LFS in the Carolinas Child and Family	Total LFS
LIABILITIES AND NET ASSETS			
Current liabilities:			
Current maturities of long-term debt	\$ 13,997	\$ 880,794	\$ 894,791
Current maturities of obligation under capital leases	-	33,939	33,939
Current portion of split-interest liability	-	-	-
Accounts payable, trade	2,169	4,108,215	4,110,384
Accrued salaries and payroll taxes	-	1,094,159	1,094,159
Accrued health benefits	-	82,498	82,498
Accrued interest payable	1,249	28,908	30,157
Refundable fees - current	-	-	-
Other accrued liabilities	-	253,280	253,280
Residents' funds liability	-	-	-
Total current liabilities	<u>17,415</u>	<u>6,481,793</u>	<u>6,499,208</u>
Long-term liabilities:			
Long-term debt, less current maturities	603,666	204,365	808,031
Long-term maturities of obligation under capital leases	-	55,021	55,021
Refundable fees	-	-	-
Deferred revenue from advance fees	-	-	-
Fair value of interest rate swap agreement	-	-	-
Split-interest liability	-	-	-
Total long-term liabilities	<u>603,666</u>	<u>259,386</u>	<u>863,052</u>
Total liabilities	621,081	6,741,179	7,362,260
Net assets:			
Unrestricted:			
Unrestricted, undesignated	1,866,639	(3,639,359)	(1,772,720)
Unrestricted, board designated funds	-	-	-
Total unrestricted	<u>1,866,639</u>	<u>(3,639,359)</u>	<u>(1,772,720)</u>
Temporarily restricted	-	900,129	900,129
Permanently restricted	-	235,994	235,994
Total net assets	<u>1,866,639</u>	<u>(2,503,236)</u>	<u>(636,597)</u>
Total liabilities and net assets	<u>\$ 2,487,720</u>	<u>\$ 4,237,943</u>	<u>\$ 6,725,663</u>

See Independent Auditors' Report.

**Lutheran Services for the Aging, Inc. and
Lutheran Family Services in the Carolinas and Affiliates
Consolidating Balance Sheets
September 30, 2018**

	Total LSA	Total LFS	Eliminations	Total
ASSETS				
Current assets:				
Cash and cash equivalents	\$ 7,834,195	\$ 1,141,902	\$ -	\$ 8,976,097
Investments	22,677,839	10,920	-	22,688,759
Accounts receivable, residents and clients, net of allowance for doubtful accounts of approximately \$1,200,000 and \$580,000 in 2018 and 2017, respectively	7,890,743	2,477,934	-	10,368,677
Current portion of other receivables	6,020,852	28,549	(3,407,808)	2,641,593
Inventories	1,003,780	-	-	1,003,780
Prepaid expenses	365,500	115,469	-	480,969
Residents' funds	120,853	-	-	120,853
Total current assets	45,913,762	3,774,774	(3,407,808)	46,280,728
Assets limited as to use:				
Investments - donor restricted endowment funds	2,990,338	235,994	-	3,226,332
Investments - temporarily restricted	4,180,148	100,920	-	4,281,068
Investments - board designated funds	7,673,229	-	-	7,673,229
Assets limited to use - operating reserve requirement	1,705,032	-	-	1,705,032
Bond funds	3,636,979	-	-	3,636,979
Assets restricted for investment in property and equipment	1,294,894	665,429	-	1,960,323
Total assets limited as to use	21,480,620	1,002,343	-	22,482,963
Property and equipment, net	102,919,054	1,780,110	-	104,699,164
Assets held for sale	110,800	-	-	110,800
Other receivables, less current portion, net	142,175	134,001	-	276,176
Other assets	1,117,005	34,435	-	1,151,440
Total assets	\$ 171,683,416	\$ 6,725,663	\$ (3,407,808)	\$ 175,001,271

Lutheran Services for the Aging, Inc. and
Lutheran Family Services in the Carolinas and Affiliates
Consolidating Balance Sheets
September 30, 2018

(Continued)

	Total LSA	Total LFS	Eliminations	Total
LIABILITIES AND NET ASSETS				
Current liabilities:				
Current maturities of long-term debt	\$ 2,940,997	\$ 894,791	\$ -	\$ 3,835,788
Current maturities of obligation under capital leases	-	33,939	-	33,939
Current portion of split-interest liability	49,000	-	-	49,000
Accounts payable, trade	2,165,588	4,110,384	(3,407,808)	2,868,164
Accrued salaries and payroll taxes	4,325,298	1,094,159	-	5,419,457
Accrued health benefits	384,995	82,498	-	467,493
Accrued interest payable	288,648	30,157	-	318,805
Refundable fees - current	923,987	-	-	923,987
Other accrued liabilities	916,180	253,280	-	1,169,460
Residents' funds liability	120,853	-	-	120,853
Total current liabilities	12,115,546	6,499,208	(3,407,808)	15,206,946
Long-term liabilities:				
Long-term debt, less current maturities	70,027,356	808,031	-	70,835,387
Long-term maturities of obligation under capital leases	-	55,021	-	55,021
Refundable fees	7,870,967	-	-	7,870,967
Deferred revenue from advance fees	7,500,443	-	-	7,500,443
Fair value of interest rate swap agreement	892,473	-	-	892,473
Split-interest liability	663,250	-	-	663,250
Total long-term liabilities	86,954,489	863,052	-	87,817,541
Total liabilities	99,070,035	7,362,260	(3,407,808)	103,024,487
Net assets:				
Unrestricted:				
Unrestricted, undesignated	55,609,917	(1,772,720)	-	53,837,197
Unrestricted, board designated funds	7,673,229	-	-	7,673,229
Total unrestricted	63,283,146	(1,772,720)	-	61,510,426
Temporarily restricted	6,339,897	900,129	-	7,240,026
Permanently restricted	2,990,338	235,994	-	3,226,332
Total net assets	72,613,381	(636,597)	-	71,976,784
Total liabilities and net assets	\$ 171,683,416	\$ 6,725,663	\$ (3,407,808)	\$ 175,001,271

See Independent Auditors' Report.

**Lutheran Services for the Aging, Inc. and
Lutheran Family Services in the Carolinas and Affiliates
Consolidating Statements of Operations and Changes in Net Assets (Deficit)
Year Ended September 30, 2018**

	Trinity Place Albemarle	Trinity Village Hickory	Trinity Ridge Hickory	Trinity Oaks H&R Salisbury	Trinity Grove Wilmington	Trinity Winston-Salem	Trinity Elms H&R Clemmons	Total Nursing
Changes in unrestricted net assets:								
Revenues and other support:								
Net service revenue	\$ 6,909,199	\$ 13,655,836	\$ 11,592,835	\$ 11,907,072	\$ 10,249,928	\$ 9,607,667	\$ 9,560,326	\$ 73,482,863
Amortization of deferred entrance fees	-	-	-	-	-	-	-	-
Service fees - state, county and other	-	-	-	-	-	-	-	-
Federal Grants and other	-	-	-	-	-	-	-	-
Net assets released from restrictions for operating purposes	341	(200)	-	9,198	1,020	-	949	11,308
Management fees	-	-	-	-	-	-	-	-
Other revenue	35,497	32,984	51,679	81,112	23,783	23,991	23,498	272,544
Total revenue	6,945,037	13,688,620	11,644,514	11,997,382	10,274,731	9,631,658	9,584,773	73,766,715
Expenses:								
Salaries and wages	3,564,941	6,844,676	5,138,246	6,202,359	4,486,112	4,826,699	4,352,523	35,415,556
Employee benefits	665,390	1,322,929	1,000,715	1,176,881	880,296	863,794	762,260	6,672,265
Supplies and other	2,416,515	5,197,670	4,747,462	4,437,194	4,396,457	3,852,963	3,849,175	28,897,436
Medicaid bed assessment	305,283	382,931	441,864	-	368,402	428,499	379,169	2,306,148
Marketing expense	10,216	14,474	15,287	16,253	10,510	9,113	3,256	79,109
Depreciation and amortization	83,570	158,672	233,320	108,724	102,292	141,788	216,966	1,045,332
Interest expense	5,845	9,340	-	5,611	1,613	67	-	22,476
Total operating costs and expenses	7,051,760	13,930,692	11,576,894	11,947,022	10,245,682	10,122,923	9,563,349	74,438,322
Operating income (loss)	(106,723)	(242,072)	67,620	50,360	29,049	(491,265)	21,424	(671,607)
Nonoperating gains (losses):								
Investment income	25,277	40,048	49	122,952	12,920	534	25	201,805
Unrealized gains (losses) on investments	46,863	76,458	-	229,584	23,389	-	-	376,294
Net gain (loss) on disposal of property and equipment	-	(5,252)	(5,252)	-	-	-	-	(10,504)
Market value adjustment on swap agreement	-	-	-	-	-	-	-	-
Contributions	7,197	58,641	6,981	9,541	8,528	94,512	7,001	192,401
Intercompany	3,020	23,930	-	-	-	-	-	26,950
Total nonoperating gains (losses)	82,357	193,825	1,778	362,077	44,837	95,046	7,026	786,946
Excess of revenue over expenses	(24,366)	(48,247)	69,398	412,437	73,886	(396,219)	28,450	115,339

**Lutheran Services for the Aging, Inc. and
Lutheran Family Services in the Carolinas and Affiliates
Consolidating Statements of Operations and Changes in Net Assets (Deficit)
Year Ended September 30, 2018**

(Continued)

	Trinity Place Albemarle	Trinity Village Hickory	Trinity Ridge Hickory	Trinity Oaks H&R Salisbury	Trinity Grove Wilmington	Trinity Glen Winston-Salem	Trinity Elms H&R Clemmons	Total Nursing
Excess of revenue over expenses	\$ (24,366)	\$ (48,247)	\$ 69,398	\$ 412,437	\$ 73,886	\$ (396,219)	\$ 28,450	\$ 115,339
Other changes in unrestricted net assets:								
Net asset transfer	-	5,252	5,252	-	-	-	-	10,504
Net assets released from restrictions for capital	-	-	-	-	-	-	-	-
Non-recurring transaction	(63,623)	(103,308)	(77,588)	(219,643)	(194,474)	(137,017)	(8,893)	(804,546)
Change in unrestricted net assets	(87,989)	(146,303)	(2,938)	192,794	(120,588)	(533,236)	19,557	(678,703)
Changes in temporarily restricted net assets:								
Contributions and grants	-	1,375	-	133,199	-	750	-	135,324
Investment income	-	-	-	-	-	-	-	-
Unrealized gains (losses) on investments	-	-	-	-	-	-	-	-
Intercompany	-	-	-	-	-	-	-	-
Net asset transfer	-	(5,252)	(5,252)	-	-	-	-	(10,504)
Net assets released from restrictions	(341)	200	-	(9,198)	(1,020)	-	(949)	(11,308)
Change in temporarily restricted net assets	(341)	(3,677)	(5,252)	124,001	(1,020)	750	(949)	113,512
Changes in permanently restricted net assets:								
Investment income	-	-	-	-	-	-	-	-
Unrealized gains (losses) on investments	-	-	-	-	-	-	-	-
Intercompany	-	-	-	-	-	-	-	-
Net asset transfer	-	-	-	-	-	-	-	-
Contributions	-	-	-	-	-	-	-	-
Change in permanently restricted net assets	-	-	-	-	-	-	-	-
Change in net assets	(88,330)	(149,980)	(8,190)	316,795	(121,608)	(532,486)	18,608	(565,191)
Net assets at beginning of year	3,597,394	7,531,412	(104,415)	10,319,076	(385,840)	(1,190,948)	(265,620)	19,501,059
Net assets at end of year	\$ 3,509,064	\$ 7,381,432	\$ (112,605)	\$ 10,635,871	\$ (507,448)	\$ (1,723,434)	\$ (247,012)	\$ 18,935,868

**Lutheran Services for the Aging, Inc. and
Lutheran Family Services in the Carolinas and Affiliates
Consolidating Statements of Operations and Changes in Net Assets (Deficit)
Year Ended September 30, 2018**

	Lutheran Home Albemarle Property	Lutheran Home Hickory Property	Lutheran Home Hickory West Property	Lutheran Home Salisbury Property	Lutheran Home Wilmington Property	Lutheran Home Winston-Salem Property	Lutheran Home Forsyth County Property	LSA Elms Property	Lutheran Services Property	Total Property
Changes in unrestricted net assets:										
Revenues and other support:										
Net service revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amortization of deferred entrance fees	-	-	-	-	-	-	-	-	-	-
Service fees - state, county and other	-	-	-	-	-	-	-	-	-	-
Federal Grants and other	-	-	-	-	-	-	-	-	-	-
Net assets released from restrictions for operating purposes	-	-	-	-	-	-	-	-	-	-
Management fees	-	-	-	-	-	-	-	-	-	-
Other revenue	210,000	600,000	820,000	428,600	767,657	370,000	700,000	885,400	138,000	4,919,657
Total revenue	210,000	600,000	820,000	428,600	767,657	370,000	700,000	885,400	138,000	4,919,657
Expenses:										
Salaries and wages	-	-	-	-	-	-	-	17,033	449	17,482
Employee benefits	-	-	-	-	-	-	-	2,283	-	2,283
Supplies and other	18,915	20,565	28,367	19,627	65,790	43,870	21,066	20,335	27,775	266,320
Medicaid bed assessment	-	-	-	-	-	-	-	-	-	-
Marketing expense	-	-	-	-	-	-	-	-	-	-
Depreciation and amortization	159,226	352,195	457,032	213,791	285,945	333,755	416,374	318,193	104,766	2,641,277
Interest expense	12,834	146,636	587,763	1,545	758,490	507,825	390,852	463,738	605	2,870,288
Total operating costs and expenses	190,975	519,416	1,073,162	234,963	1,110,225	885,450	828,282	821,582	133,595	5,797,650
Operating income (loss)	19,025	80,584	(253,162)	193,637	(342,568)	(515,450)	(128,282)	63,818	4,405	(877,993)
Nonoperating gains (losses):										
Investment income	17,210	-	27,250	68,998	17,986	-	7,670	18,719	4,143	161,976
Unrealized gains (losses) on investments	31,866	-	53,013	125,177	33,303	-	14,202	34,660	7,672	299,893
Net gain (loss) on disposal of property and equipment	-	-	-	-	-	-	-	-	(72,502)	(72,502)
Market value adjustment on swap agreement	-	-	-	-	-	-	-	-	-	-
Contributions	-	-	-	-	-	-	-	-	-	-
Intercompany	-	-	-	-	-	-	-	-	-	-
Total nonoperating gains (losses)	49,076	-	80,263	194,175	51,289	-	21,872	53,379	(60,687)	389,367
Excess of revenue over expenses	68,101	80,584	(172,899)	387,612	(291,279)	(515,450)	(106,410)	117,197	(56,282)	(488,626)

**Lutheran Services for the Aging, Inc. and
Lutheran Family Services in the Carolinas and Affiliates
Consolidating Statements of Operations and Changes in Net Assets (Deficit)
Year Ended September 30, 2018**

(Continued)

	Lutheran Home Albemarle Property	Lutheran Home Hickory Property	Lutheran Home Hickory West Property	Lutheran Home Salisbury Property	Lutheran Home Wilmington Property	Lutheran Home Winston-Salem Property	Lutheran Home Forsyth County Property	LSA Elms Property	Lutheran Services Property	Total Property
Excess of revenue over expenses	\$ 68,101	\$ 80,584	\$ (172,899)	\$ 387,812	\$ (291,279)	\$ (515,450)	\$ (106,410)	\$ 117,197	\$ (56,282)	\$ (485,626)
Other changes in unrestricted net assets:										
Net asset transfer	(7,345)	(10,119)	(3,107)	(4,326)	(19,288)	(127,549)	-	(4,239)	(928)	(176,901)
Net assets released from restrictions for capital	60,756	70,465	(176,006)	383,486	(310,567)	(642,999)	(106,410)	112,958	(57,210)	(665,527)
Non-recurring transaction										
Change in unrestricted net assets										
Changes in temporarily restricted net assets:										
Contributions and grants	-	-	-	-	-	-	-	-	-	-
Investment income	-	-	-	-	-	-	-	-	-	-
Unrealized gains (losses) on investments	-	-	-	-	-	-	-	-	-	-
Intercompany	-	-	-	-	-	-	-	-	-	-
Net asset transfer	-	-	-	-	-	-	-	-	-	-
Net assets released from restrictions	-	-	-	-	-	-	-	-	-	-
Change in temporarily restricted net assets	-	-	-	-	-	-	-	-	-	-
Changes in permanently restricted net assets:										
Investment income	-	-	-	-	-	-	-	-	-	-
Unrealized gains (losses) on investments	-	-	-	-	-	-	-	-	-	-
Intercompany	-	-	-	-	-	-	-	-	-	-
Net asset transfer	-	-	-	-	-	-	-	-	-	-
Contributions	-	-	-	-	-	-	-	-	-	-
Change in permanently restricted net assets	-	-	-	-	-	-	-	-	-	-
Change in net assets	60,756	70,465	(176,006)	383,486	(310,567)	(642,999)	(106,410)	112,958	(57,210)	(665,527)
Net assets at beginning of year	2,632,289	2,928,222	4,840,679	6,620,126	(2,024,234)	(264,435)	277,815	(55,876)	2,014,042	16,963,628
Net assets at end of year	\$ 2,693,045	\$ 2,998,687	\$ 4,664,673	\$ 7,003,612	\$ (2,334,801)	\$ (907,434)	\$ 171,405	\$ 57,082	\$ 1,956,832	\$ 16,303,101

**Lutheran Services for the Aging, Inc. and
Lutheran Family Services in the Carolinas and Affiliates
Consolidating Statements of Operations and Changes in Net Assets (Deficit)
Year Ended September 30, 2018**

	Trinity Oaks RC Salisbury	Trinity View Arden	LRC - Wilmington	Total Retirement
Changes in unrestricted net assets:				
Revenues and other support:				
Net service revenue	\$ 6,986,961	\$ 3,700,877	\$ -	\$ 10,687,838
Amortization of deferred entrance fees	1,375,242	4,375	-	1,379,617
Service fees - state, county and other	-	-	-	-
Federal Grants and other	-	-	-	-
Net assets released from restrictions for operating purposes	3,717	1,625	-	5,342
Management fees	-	-	-	-
Other revenue	147,353	59,295	-	206,648
Total revenue	8,513,273	3,766,172	-	12,279,445
Expenses:				
Salaries and wages	2,415,868	1,310,121	-	3,725,989
Employee benefits	474,856	235,368	-	710,224
Supplies and other	2,559,360	1,026,980	358	3,586,698
Medicaid bed assessment	-	-	-	-
Marketing expense	178,992	40,494	-	219,486
Depreciation and amortization	2,058,640	343,423	12,021	2,414,084
Interest expense	300,243	130,796	4,048	435,087
Total operating costs and expenses	7,987,959	3,087,182	16,427	11,091,568
Operating income (loss)	525,314	678,990	(16,427)	1,187,877
Nonoperating gains (losses):				
Investment income	35,375	17,713	258	53,346
Unrealized gains (losses) on investments	67,500	30,909	-	98,409
Net gain (loss) on disposal of property and equipment	-	-	-	-
Market value adjustment on swap agreement	-	-	-	-
Contributions	1,196	608	-	1,804
Intercompany	1,529,043	-	-	1,529,043
Total nonoperating gains (losses)	1,633,114	49,230	258	1,682,602
Excess of revenue over expenses	2,158,428	728,220	(16,169)	2,870,479

See Independent Auditors' Report.

**Lutheran Services for the Aging, Inc. and
Lutheran Family Services in the Carolinas and Affiliates
Consolidating Statements of Operations and Changes in Net Assets (Deficit)
Year Ended September 30, 2018**

(Continued)

	Trinity Oaks RC Salisbury	Trinity View Arden	LRC - Wilmington	Total Retirement
Excess of revenue over expenses	\$ 2,158,428	\$ 728,220	\$ (16,169)	\$ 2,870,479
Other changes in unrestricted net assets:				
Net asset transfer	-	-	-	-
Net assets released from restrictions for capital Non-recurring transaction	(159,297)	(46,810)	-	(206,107)
Change in unrestricted net assets	1,999,131	681,410	(16,169)	2,664,372
Changes in temporarily restricted net assets:				
Contributions and grants	6,190	1,658	-	7,848
Investment income	-	-	-	-
Unrealized gains (losses) on investments Intercompany	-	-	-	-
Net asset transfer	-	-	-	-
Net assets released from restrictions	(3,717)	(1,625)	-	(5,342)
Change in temporarily restricted net assets	2,473	33	-	2,506
Changes in permanently restricted net assets:				
Investment income	-	-	-	-
Unrealized gains (losses) on investments Intercompany	-	-	-	-
Net asset transfer	-	-	-	-
Contributions	-	-	-	-
Change in permanently restricted net assets	-	-	-	-
Change in net assets	2,001,604	681,443	(16,169)	2,666,878
Net assets at beginning of year	(2,816,718)	3,194,295	(1,089,478)	(711,901)
Net assets at end of year	\$ (815,114)	\$ 3,875,738	\$ (1,105,647)	\$ 1,954,977

See Independent Auditors' Report.

**Lutheran Services for the Aging, Inc. and
Lutheran Family Services in the Carolinas and Affiliates
Consolidating Statements of Operations and Changes in Net Assets (Deficit)
Year Ended September 30, 2018**

	Trinity Elms AL Clemmons	Trinity Living Center Salisbury	Trinity at Home Salisbury	LSA Pharmacy Salisbury	Total Other Operations
Changes in unrestricted net assets:					
Revenues and other support:					
Net service revenue	\$ 4,659,438	\$ 444,412	\$ 454	\$ 8,122,582	\$ 13,226,886
Amortization of deferred entrance fees	-	-	-	-	-
Service fees - state, county and other	-	-	-	-	-
Federal Grants and other	-	-	-	-	-
Net assets released from restrictions for operating purposes	300	10,790	26,112	-	37,202
Management fees	-	-	-	-	-
Other revenue	28,649	84,056	831,173	100	943,978
Total revenue	4,688,387	539,258	857,739	8,122,682	14,208,066
Expenses:					
Salaries and wages	1,913,213	295,189	667,915	1,350,172	4,226,489
Employee benefits	413,124	64,704	94,263	234,989	807,080
Supplies and other	2,002,240	214,170	81,481	5,533,140	7,831,031
Medicaid bed assessment	-	-	-	-	-
Marketing expense	7,004	3,437	12,079	-	22,520
Depreciation and amortization	42,307	3,849	1,443	31,622	79,221
Interest expense	1,344	-	-	201	1,545
Total operating costs and expenses	4,379,232	581,349	857,181	7,150,124	12,967,886
Operating income (loss)	309,155	(42,091)	558	972,558	1,240,180
Nonoperating gains (losses):					
Investment income	41,689	4,321	-	43,790	89,800
Unrealized gains (losses) on investments	73,987	7,672	-	81,345	163,004
Net gain (loss) on disposal of property and equipment	-	-	-	-	-
Market value adjustment on swap agreement	-	-	-	-	-
Contributions	2,166	62,415	400	-	64,981
Intercompany	-	-	-	-	-
Total nonoperating gains (losses)	117,842	74,408	400	125,135	317,785
Excess of revenue over expenses	426,997	32,317	958	1,097,693	1,557,965

See Independent Auditors' Report.

**Lutheran Services for the Aging, Inc. and
Lutheran Family Services in the Carolinas and Affiliates
Consolidating Statements of Operations and Changes in Net Assets (Deficit)
Year Ended September 30, 2018**

(Continued)

	Trinity Elms AL Clemmons	Trinity Living Center Salisbury	Trinity at Home Salisbury	LSA Pharmacy Salisbury	Total Other Operations
Excess of revenue over expenses	\$ 426,997	\$ 32,317	\$ 958	\$ 1,097,693	\$ 1,557,965
Other changes in unrestricted net assets:					
Net asset transfer	-	-	-	-	-
Net assets released from restrictions for capital Non-recurring transaction	(15,605)	(3,546)	-	(9,575)	(28,726)
Change in unrestricted net assets	411,392	28,771	958	1,088,118	1,529,239
Changes in temporarily restricted net assets:					
Contributions and grants	500	13,750	1,000	-	15,250
Investment income	-	-	-	-	-
Unrealized gains (losses) on investments Intercompany	-	-	-	-	-
Net asset transfer	-	-	-	-	-
Net assets released from restrictions	(300)	(10,791)	(26,112)	-	(37,203)
Change in temporarily restricted net assets	200	2,959	(25,112)	-	(21,953)
Changes in permanently restricted net assets:					
Investment income	-	-	-	-	-
Unrealized gains (losses) on investments Intercompany	-	-	-	-	-
Net asset transfer	-	-	-	-	-
Contributions	-	-	-	-	-
Change in permanently restricted net assets	-	-	-	-	-
Change in net assets	411,592	31,730	(24,154)	1,088,118	1,507,286
Net assets at beginning of year	3,395,974	437,686	207,220	8,952,122	12,993,002
Net assets at end of year	\$ 3,807,566	\$ 469,416	\$ 183,066	\$ 10,040,240	\$ 14,500,288

See Independent Auditors' Report.

**Lutheran Services for the Aging, Inc. and
Lutheran Family Services in the Carolinas and Affiliates
Consolidating Statements of Operations and Changes in Net Assets (Deficit)
Year Ended September 30, 2018**

	LSA	LSA Management	LSA Foundation	LSA Therapy	Trinity Guardian	Total Other
Changes in unrestricted net assets:						
Revenues and other support:						
Net service revenue	\$ -	\$ -	\$ -	-	\$ -	\$ -
Amortization of deferred entrance fees	-	-	-	-	-	-
Service fees - state, county and other	-	-	-	-	-	-
Federal Grants and other	-	-	-	-	-	-
Net assets released from restrictions for operating purposes	8,727	9,375	68,852	-	-	86,954
Management fees	-	6,020,981	-	-	-	6,020,981
Other revenue	13,500	226,591	9,450	-	-	249,541
Total revenue	22,227	6,256,947	78,302	-	-	6,357,476
Expenses:						
Salaries and wages	-	3,791,872	-	-	-	3,791,872
Employee benefits	-	501,302	-	-	-	501,302
Supplies and other	51,798	1,576,373	21,179	-	-	1,649,350
Medicaid bed assessment	-	-	-	-	-	-
Marketing expense	-	70,557	-	-	-	70,557
Depreciation and amortization	6,064	396,808	-	-	-	402,872
Interest expense	75,213	19,696	2,618	-	-	97,527
Total operating costs and expenses	133,075	6,356,608	23,797	-	-	6,513,480
Operating income (loss)	(110,848)	(99,661)	54,505	-	-	(156,004)
Nonoperating gains (losses):						
Investment income	240,281	3,199	5,440	329,733.00	-	578,653
Unrealized gains (losses) on investments	212,286	50,270	81,730	-	-	344,286
Net gain (loss) on disposal of property and equipment	-	-	-	-	-	-
Market value adjustment on swap agreement	-	512,703	-	-	-	512,703
Contributions	75,545	-	(24,590)	-	-	50,955
Intercompany	-	-	(1,555,993)	-	-	(1,555,993)
Total nonoperating gains (losses)	528,112	566,172	(1,493,413)	329,733.00	-	(69,396)
Excess of revenue over expenses	417,264	466,511	(1,438,908)	329,733.00	-	(225,400)

**Lutheran Services for the Aging, Inc. and
Lutheran Family Services in the Carolinas and Affiliates
Consolidating Statements of Operations and Changes in Net Assets (Deficit)
Year Ended September 30, 2018**

(Continued)

	LSA	LSA Management	LSA Foundation	LSA Therapy	Trinity Guardian	Total Other
Excess of revenue over expenses	\$ 417,264	\$ 466,511	\$ (1,438,908)	\$ 329,733.00	\$ -	\$ (225,400)
Other changes in unrestricted net assets:						
Net asset transfer	-	-	1,529,043	-	-	1,529,043
Net assets released from restrictions for capital Non-recurring transaction	(15)	(40,446)	-	-	-	(40,461)
Change in unrestricted net assets	417,249	426,065	90,135	329,733	-	1,263,182
Changes in temporarily restricted net assets:						
Contributions and grants	26,338	5,750	716,266	-	-	748,354
Investment income	-	-	202,283	-	-	202,283
Unrealized gains (losses) on investments Intercompany	-	-	236,451	-	-	236,451
Net asset transfer	-	-	-	-	-	-
Net assets released from restrictions	(8,727)	(9,375)	(1,597,895)	-	-	(1,615,997)
Change in temporarily restricted net assets	17,611	(3,625)	(442,895)	-	-	(428,909)
Changes in permanently restricted net assets:						
Investment income	-	-	4,534	-	-	4,534
Unrealized gains (losses) on investments Intercompany	-	-	-	-	-	-
Net asset transfer	-	-	-	-	-	-
Contributions	-	-	251,259	-	-	251,259
Change in permanently restricted net assets	-	-	255,793	-	-	255,793
Change in net assets	434,860	422,440	(96,967)	329,733.00	-	1,090,066
Net assets at beginning of year	6,772,066	3,492,674	8,695,711	868,630.00	-	19,829,081
Net assets at end of year	\$ 7,206,926	\$ 3,915,114	\$ 8,598,744	\$ 1,198,363.00	\$ -	\$ 20,919,147

See Independent Auditors' Report.

**Lutheran Services for the Aging, Inc. and
Lutheran Family Services in the Carolinas and Affiliates
Consolidating Statements of Operations and Changes in Net Assets (Deficit)
Year Ended September 30, 2018**

	LFS Real Properties	LFS in the Carolinas Child and Family	Total LFS
Changes in unrestricted net assets:			
Revenues and other support:			
Net service revenue	-	\$ 7,179,627	\$ 7,179,627
Amortization of deferred entrance fees	-	-	-
Service fees - state, county and other	-	12,420,546	12,420,546
Federal Grants and other	-	3,930,350	3,930,350
Net assets released from restrictions for operating purposes	-	205,248	205,248
Management fees	-	-	-
Other revenue	213,444	231,019	444,463
Total revenue	<u>213,444</u>	<u>23,966,790</u>	<u>24,180,234</u>
Expenses:			
Salaries and wages	7,636	11,132,898	11,140,534
Employee benefits	-	2,024,531	2,024,531
Supplies and other	101,225	11,462,363	11,563,588
Medicaid bed assessment	-	88,729	88,729
Marketing expense	-	41,688	41,688
Depreciation and amortization	78,771	53,499	132,270
Interest expense	49,174	102,349	151,523
Total operating costs and expenses	<u>236,806</u>	<u>24,906,057</u>	<u>25,142,863</u>
Operating income (loss)	(23,362)	(939,267)	(962,629)
Nonoperating gains (losses):			
Investment income	124	-	124
Unrealized gains (losses) on investments	-	-	-
Net gain (loss) on disposal of property and equipment	-	(4,296)	(4,296)
Market value adjustment on swap agreement	-	-	-
Contributions	-	382,733	382,733
Intercompany	-	-	-
Total nonoperating gains (losses)	<u>124</u>	<u>378,437</u>	<u>378,561</u>
Excess of revenue over expenses	<u>(23,238)</u>	<u>(560,830)</u>	<u>(584,068)</u>

See Independent Auditors' Report.

**Lutheran Services for the Aging, Inc. and
Lutheran Family Services in the Carolinas and Affiliates
Consolidating Statements of Operations and Changes in Net Assets (Deficit)
Year Ended September 30, 2018**

(Continued)

	LFS Real Properties	LFS in the Carolinas Child and Family	Total LFS
Excess of revenue over expenses	\$ (23,238)	\$ (560,830)	\$ (584,068)
Other changes in unrestricted net assets:			
Net asset transfer	-	5,252	5,252
Net assets released from restrictions for capital Non-recurring transaction	-	(46,466)	(46,466)
Change in unrestricted net assets	<u>(23,238)</u>	<u>(602,044)</u>	<u>(625,282)</u>
Changes in temporarily restricted net assets:			
Contributions and grants	-	431,133	431,133
Investment income	-	5,923	5,923
Unrealized gains (losses) on investments Intercompany	-	15,665	15,665
Net asset transfer	-	-	-
Net assets released from restrictions	-	(5,252)	(5,252)
Change in temporarily restricted net assets	<u>-</u>	<u>(205,245)</u>	<u>(205,245)</u>
		<u>242,224</u>	<u>242,224</u>
Changes in permanently restricted net assets:			
Investment income	-	795	795
Unrealized gains (losses) on investments Intercompany	-	3,378	3,378
Net asset transfer	-	-	-
Contributions	-	-	-
Change in permanently restricted net assets	<u>-</u>	<u>4,173</u>	<u>4,173</u>
Change in net assets	<u>(23,238)</u>	<u>(355,647)</u>	<u>(378,885)</u>
Net assets at beginning of year	1,889,877	(2,147,589)	(257,712)
Net assets at end of year	<u>\$ 1,866,639</u>	<u>\$ (2,503,236)</u>	<u>\$ (636,597)</u>

See Independent Auditors' Report.

**Lutheran Services for the Aging, Inc. and
Lutheran Family Services in the Carolinas and Affiliates
Consolidating Statements of Operations and Changes in Net Assets (Deficit)
Year Ended September 30, 2018**

	Total LSA	Total LFS	Eliminations	Total
Changes in unrestricted net assets:				
Revenues and other support:				
Net service revenue	\$ 97,397,587	\$ 7,179,627	\$ (4,083,478)	\$ 100,493,736
Amortization of deferred entrance fees	1,379,617	-	-	1,379,617
Service fees - state, county and other	-	12,420,546	-	12,420,546
Federal Grants and other	-	3,930,350	-	3,930,350
Net assets released from restrictions for operating purposes	140,806	205,248	-	346,054
Management fees	6,020,981	-	(6,020,981)	-
Other revenue	6,592,368	444,463	(5,000,674)	2,036,157
Total revenue	111,531,359	24,180,234	(15,105,133)	120,606,460
Expenses:				
Salaries and wages	47,177,388	11,140,534	-	58,317,922
Employee benefits	8,693,154	2,024,531	-	10,717,685
Supplies and other	42,230,835	11,563,588	(15,105,133)	38,689,290
Medicaid bed assessment	2,306,148	88,729	-	2,394,877
Marketing expense	391,672	41,688	-	433,360
Depreciation and amortization	6,582,786	132,270	-	6,715,056
Interest expense	3,426,923	151,523	-	3,578,446
Total operating costs and expenses	110,808,906	25,142,863	(15,105,133)	120,846,636
Operating income (loss)	722,453	(962,629)	-	(240,176)
Nonoperating gains (losses):				
Investment income	1,085,580	124	-	1,085,704
Unrealized gains (losses) on investments	1,281,886	-	-	1,281,886
Net gain (loss) on disposal of property and equipment	(83,006)	(4,296)	-	(87,302)
Market value adjustment on swap agreement	512,703	-	-	512,703
Contributions	310,141	382,733	-	692,874
Intercompany	-	-	-	-
Total nonoperating gains (losses)	3,107,304	378,561	-	3,485,865
Excess of revenue over expenses	3,829,757	(584,068)	-	3,245,689

See Independent Auditors' Report.

**Lutheran Services for the Aging, Inc. and
Lutheran Family Services in the Carolinas and Affiliates
Consolidating Statements of Operations and Changes in Net Assets (Deficit)
Year Ended September 30, 2018**

(Continued)

	Total LSA	Total LFS	Eliminations	Total
Excess of revenue over expenses	\$ 3,829,757	\$ (584,068)	\$ -	\$ 3,245,689
Other changes in unrestricted net assets:				
Net asset transfer	10,504	5,252	-	15,756
Net assets released from restrictions for capital	1,529,043	-	-	1,529,043
Non-recurring transaction	(1,256,741)	(46,466)	-	(1,303,207)
Change in unrestricted net assets	4,112,563	(625,282)	-	3,487,281
Changes in temporarily restricted net assets:				
Contributions and grants	906,776	431,133	-	1,337,909
Investment income	202,283	5,923	-	208,206
Unrealized gains (losses) on investments	236,451	15,665	-	252,116
Intercompany	-	-	-	-
Net asset transfer	(10,504)	(5,252)	-	(15,756)
Net assets released from restrictions	(1,669,850)	(205,245)	-	(1,875,095)
Change in temporarily restricted net assets	(334,844)	242,224	-	(92,620)
Changes in permanently restricted net assets:				
Investment income	4,534	795	-	5,329
Unrealized gains (losses) on investments	-	3,378	-	3,378
Intercompany	-	-	-	-
Net asset transfer	-	-	-	-
Contributions	251,259	-	-	251,259
Change in permanently restricted net assets	255,793	4,173	-	259,966
Change in net assets	4,033,512	(378,885)	-	3,654,627
Net assets at beginning of year	68,579,869	(257,712)	-	68,322,157
Net assets at end of year	\$ 72,613,381	\$ (636,597)	\$ -	\$ 71,976,784

See Independent Auditors' Report.

Attachment 3

Certified Forecast Financial Statements

LUTHERAN RETIREMENT CENTER – SALISBURY, INC.
d/b/a Trinity Oaks

**FORECASTED FINANCIAL STATEMENTS
AND INDEPENDENT ACCOUNTANTS' COMPILATION
REPORT**

**FOR THE YEARS ENDING SEPTEMBER 30, 2019 THROUGH
SEPTEMBER 30, 2023**

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INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

Board of Trustees
Lutheran Retirement Center – Salisbury, Inc. d/b/a Trinity Oaks
Salisbury, North Carolina

Management is responsible for the accompanying forecasted financial statements of Lutheran Retirement Center – Salisbury, Inc. d/b/a Trinity Oaks (“Trinity Oaks”), which comprise the forecasted balance sheets as of September 30, 2019, 2020, 2021, 2022, and 2023, and the related forecasted statements of operations and changes in net assets, and cash flows for the years then ending, and the related summaries of significant forecast assumptions and accounting policies in accordance with the guidelines for presentation of a financial forecast established by the American Institute of Certified Public Accountants (AICPA). We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not examine or review the forecasted financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these forecasted financial statements or the assumptions. Furthermore, there will usually be differences between the forecasted and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

The accompanying forecast information and this report are intended solely for the information and use of management, the Board of Trustees, and the North Carolina Department of Insurance (pursuant to the requirement of North Carolina General Statutes, Chapter 58, Article 64 and is included in Trinity Oaks disclosure statement filing), and is not intended to be and should not be used, by anyone other than these specified parties.

We have no responsibility to update this report for events and circumstances occurring after the date of this report.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Charlotte, North Carolina
February 21, 2019

LUTHERAN RETIREMENT CENTER – SALISBURY, INC.
d/b/a Trinity Oaks
FORECASTED STATEMENTS OF OPERATIONS AND CHANGES IN NET ASSETS
FOR YEARS ENDING SEPTEMBER 30,
(In Thousands of Dollars)

	2019	2020	2021	2022	2023
OPERATING REVENUE					
Net Resident Service Revenue:					
Monthly Fee Revenues	\$ 5,769	\$ 5,954	\$ 6,169	\$ 6,368	\$ 6,619
Health Care Revenues - Assisted Living	2,413	2,505	2,580	2,657	2,737
Amortization of Deferred Entrance Fees	1,123	1,298	1,430	1,529	1,547
Other Revenue	16	16	17	17	18
Total Revenues and Other Support	<u>9,321</u>	<u>9,773</u>	<u>10,196</u>	<u>10,571</u>	<u>10,921</u>
EXPENSES					
Health Care	884	921	947	972	1,000
Operations:					
Maintenance	453	472	485	498	512
Utilities	401	418	429	441	453
Laundry	29	30	31	31	32
Housekeeping	223	233	239	245	252
Groundskeeping	180	188	193	198	204
Security	140	146	150	154	158
Dietary	1,616	1,684	1,731	1,777	1,827
Activities, Transportation, and Ministry	421	439	451	463	476
Administrative	1,423	1,484	1,525	1,565	1,609
Management Fee	386	397	409	421	434
Depreciation	2,200	2,291	2,358	2,410	2,449
Interest	275	253	230	205	179
Total Expenses	<u>8,631</u>	<u>8,956</u>	<u>9,178</u>	<u>9,380</u>	<u>9,585</u>
OPERATING INCOME	690	817	1,018	1,191	1,336
OTHER INCOME					
Investment Income	50	80	82	84	87
Contributions	-	6	6	6	6
Total Other Income	<u>50</u>	<u>86</u>	<u>88</u>	<u>90</u>	<u>93</u>
EXCESS OF REVENUES OVER EXPENSES	740	903	1,106	1,281	1,429
Net Assets Released from Restriction Used for Purchase of Equipment	5	-	-	-	-
INCREASE IN NET ASSETS (DEFICIT) WITHOUT DONOR RESTRICTIONS	<u>745</u>	<u>903</u>	<u>1,106</u>	<u>1,281</u>	<u>1,429</u>
Change in Net Assets With Donor Restrictions:					
Contributions	5	-	-	-	-
Net Assets Released from Restriction Used for Purchase of Equipment	(5)	-	-	-	-
Change in Net Assets With Donor Restrictions	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Increase in Net Assets (Deficit)	745	903	1,106	1,281	1,429
Net Assets (Deficit) - Beginning of Year	(815)	(70)	833	1,939	3,220
Net Assets (Deficit) - End of Year	<u>\$ (70)</u>	<u>\$ 833</u>	<u>\$ 1,939</u>	<u>\$ 3,220</u>	<u>\$ 4,649</u>

**See Summary of Significant Forecast Assumptions and Accounting Policies and
Independent Accountants' Compilation Report**

LUTHERAN RETIREMENT CENTER – SALISBURY, INC.
d/b/a Trinity Oaks
FORECASTED STATEMENTS OF CASH FLOWS
FOR YEARS ENDING SEPTEMBER 30,
(In Thousands of Dollars)

	2019	2020	2021	2022	2023
CASH FLOWS FROM OPERATING ACTIVITIES					
Increase in Net Assets (Deficit)	\$ 745	\$ 903	\$ 1,106	\$ 1,281	\$ 1,429
Adjustments to Reconcile Increase in Net Assets (Deficit) to Net Cash Provided by Operating Activities:					
Depreciation and Amortization	2,200	2,291	2,358	2,410	2,449
Amortization of Deferred Entrance Fees	(1,123)	(1,298)	(1,430)	(1,529)	(1,547)
Decrease in Current Assets	72	-	-	-	-
Increase in Current Liabilities	8	14	14	14	15
Advance Fees Received, Net	881	861	1,094	1,043	1,185
Net Cash Provided by Operating Activities	<u>2,783</u>	<u>2,771</u>	<u>3,142</u>	<u>3,219</u>	<u>3,531</u>
CASH FLOWS FROM INVESTING ACTIVITIES					
Purchases of Property and Equipment	(2,156)	(1,500)	(1,300)	(1,000)	(750)
Purchases of Investments, Net	(1,023)	(8)	(13)	(17)	(487)
Net Change in Assets Limited as to Use	<u>(91)</u>	<u>(71)</u>	<u>(71)</u>	<u>(76)</u>	<u>(75)</u>
Net Cash Used in Investing Activities	<u>(3,270)</u>	<u>(1,579)</u>	<u>(1,384)</u>	<u>(1,093)</u>	<u>(1,312)</u>
CASH FLOWS FROM FINANCING ACTIVITIES					
Principal Payments on Long-term Debt	(390)	(414)	(439)	(465)	(492)
Cash Paid to Related Party	<u>(146)</u>	<u>(708)</u>	<u>(1,199)</u>	<u>(1,510)</u>	<u>(1,505)</u>
Net Cash Used in Financing Activities	<u>(536)</u>	<u>(1,122)</u>	<u>(1,638)</u>	<u>(1,975)</u>	<u>(1,997)</u>
NET CHANGE IN CASH AND CASHEQUIVALENTS	<u>(1,023)</u>	<u>70</u>	<u>120</u>	<u>151</u>	<u>222</u>
Cash and Cash Equivalents - Beginning	<u>1,284</u>	<u>261</u>	<u>331</u>	<u>451</u>	<u>602</u>
CASH AND CASHEQUIVALENTS - ENDING	<u>\$ 261</u>	<u>\$ 331</u>	<u>\$ 451</u>	<u>\$ 602</u>	<u>\$ 824</u>
SUPPLEMENTAL INFORMATION					
Cash Paid for Interest	<u>\$ 275</u>	<u>\$ 253</u>	<u>\$ 230</u>	<u>\$ 205</u>	<u>\$ 179</u>

See Summary of Significant Forecast Assumptions and Accounting Policies and
Independent Accountants' Compilation Report

LUTHERAN RETIREMENT CENTER – SALISBURY, INC.
d/b/a Trinity Oaks
FORECASTED BALANCE SHEETS
AT SEPTEMBER 30,
(In Thousands of Dollars)

	2019	2020	2021	2022	2023
ASSETS					
Current Assets					
Cash and Cash Equivalents	\$ 261	\$ 331	\$ 451	\$ 602	\$ 824
Accounts Receivable, Residents, Net of Allowance for Doubtful Accounts	15	15	15	15	15
Other Receivables	185	185	185	185	185
Inventories	39	40	38	38	40
Total Current Assets	500	571	689	840	1,064
Assets Limited as to Use					
Board Designated Investments	858	884	912	938	967
Operating Reserve Requirement	1,769	1,814	1,858	1,907	1,953
Total Assets Limited as to Use	2,627	2,698	2,770	2,845	2,920
Investments	46	54	67	84	571
Property and Equipment	42,552	44,052	45,352	46,352	47,102
Accumulated Depreciation	(19,666)	(21,957)	(24,315)	(26,725)	(29,175)
Property and Equipment, Net	22,886	22,095	21,037	19,627	17,927
Total Assets	\$ 26,059	\$ 25,418	\$ 24,563	\$ 23,396	\$ 22,482
LIABILITIES					
Current Liabilities					
Current Maturities of Long-Term Debt	\$ 414	\$ 439	\$ 465	\$ 492	\$ 522
Accounts Payable, Trade	152	157	162	166	171
Accrued Health Benefits	22	23	23	24	25
Accrued Salaries and Payroll Taxes	276	285	293	302	311
Refundable Fees - Current	924	924	924	924	924
Payable to Related Parties	4,957	4,249	3,050	1,540	35
Total Current Liabilities	6,745	6,077	4,917	3,448	1,988
Long-Term Liabilities					
Refundable Fees	6,437	5,263	4,294	3,490	2,879
Deferred Revenue from Advance Fees	8,244	9,011	9,639	9,991	10,249
Deposits	357	326	331	296	288
Long-Term Debt, Less Current Maturities	4,346	3,908	3,443	2,951	2,429
Total Long-term Liabilities	19,384	18,508	17,707	16,728	15,845
Total Liabilities	26,129	24,585	22,624	20,176	17,833
NET ASSETS (DEFICIT)					
Net Assets without Donor Restrictions	(85)	818	1,924	3,205	4,634
Net Assets with Donor Restrictions	15	15	15	15	15
Total Net Assets (Deficit)	(70)	833	1,939	3,220	4,649
Total Liabilities and Net Assets (Deficit)	\$ 26,059	\$ 25,418	\$ 24,563	\$ 23,396	\$ 22,482

**See Summary of Significant Forecast Assumptions and Accounting Policies and
Independent Accountants' Compilation Report**

Summary of Significant Forecast Assumptions and Accounting Policies

Introduction

Basis of Presentation

This financial forecast presents, to the best of management's ("Management") knowledge and belief Lutheran Retirement Center – Salisbury, Inc. d/b/a Trinity Oaks ("Trinity Oaks") expected balance sheets, statements of operations and changes in net assets and cash flows as of September 30, 2019, 2020, 2021, 2022, and 2023 and for each of the years then ending (the "Forecast" or the "Forecast Period").

Accordingly, the forecast reflects Management's judgment as of February 21, 2019, the date of this forecast, of the expected conditions and its expected course of action during the forecast period. The financial forecast is based on Management's assumptions concerning future events and circumstances. The assumptions disclosed herein are those that Management believes are significant to the forecast or are key factors upon which the financial results of the Organization depend.

There will usually be differences between the forecasted and actual results because events and circumstances frequently do not occur as expected and those differences may be material. Management does not intend to revise this forecast to reflect changes in present circumstances or the occurrence of unanticipated events.

Summary of Significant Forecast Assumptions and Accounting Policies

Background Information

Background

Trinity Oaks is an affiliate of Lutheran Services for the Aging, Inc. (“LSA”), a social ministry organization affiliated with the North Carolina Synod of the Evangelical Lutheran Church in America. Both Trinity Oaks and LSA are nonprofit corporations under section 501(c)(3) of the Internal Revenue Code and are located in Salisbury, North Carolina.

LSA began operations in 1962 as North Carolina Lutheran Homes, growing from a small nursing home in Hickory to seven nursing homes, two retirement communities, an assisted living facility, an adult day services operation, a pharmacy, a home care agency and a foundation. LSA has also partnered with agencies in both Catawba and Gaston counties to provide services to seniors through Program of All-Inclusive Care for the Elderly (PACE) programs.

As of December 31, 2018, LSA and affiliates consist of:

Corporate Name	d/b/a	Location	Independent Living	Assisted Living	Skilled Nursing	Associated Property Corporation
Lutheran Services for the Aging, Inc.		Salisbury, NC	-	-	-	Lutheran Services Property, Inc.
Lutheran Home - Albemarle, Inc.	Trinity Place	Albemarle, NC	-	10	76	Lutheran Home Albemarle Property, Inc.
Lutheran Home - Hickory, Inc.	Trinity Village	Hickory, NC	-	90	104	Lutheran Home Hickory Property, Inc.
Lutheran Home at Trinity Oaks, Inc.	Trinity Oaks Health & Rehab	Salisbury, NC	12	12	115	Lutheran Home at Trinity Oaks Property, Inc.
Lutheran Home - Hickory West, Inc.	Trinity Ridge	Hickory, NC	-	-	120	Lutheran Home Hickory West Property, Inc.
Lutheran Home - Winston-Salem, Inc.	Trinity Glen	Winston-Salem, NC	-	-	117	Lutheran Home Winston-Salem Property, Inc.
Lutheran Home - Wilmington, Inc.	Trinity Grove	Wilmington, NC	-	-	100	Lutheran Home Wilmington Property, Inc.
Lutheran Home - Forsyth County, Inc.	Trinity Elms Health & Rehab	Clemmons, NC	-	-	100	Lutheran Home Forsyth County Property, Inc.
LSA Elms at Tanglewood, Inc.	Trinity Elms	Clemmons, NC	-	89	-	LSA Elms Property, Inc.
Lutheran Retirement Center at Lutheridge, Inc.	Trinity View	Arden, NC	78	20	-	N/A
Lutheran Retirement Center - Salisbury, Inc.	Trinity Oaks	Salisbury, NC	167	38	-	N/A
Lutheran Retirement Center - Clemmons	Trinity Elms	Clemmons, NC	-	-	-	N/A
LSA Elms Property, Inc.			54	-	-	N/A
LSA Management, Inc.	Lutheran Services Carolinas	Salisbury, NC	-	-	-	N/A
LSA Pharmacy, Inc.		Salisbury, NC	-	-	-	N/A
Abundant Living Adult Day Services, Inc.	Trinity Living	Salisbury, NC	-	-	-	N/A
Lutheran Retirement Center - Wilmington, Inc.	Trinity Landing	Wilmington, NC	-	-	-	N/A
Lutheran Services for the Aging Foundation, Inc.		Salisbury, NC	-	-	-	N/A
LSA Therapy, Inc.		Salisbury, NC	-	-	-	N/A
Trinity at Home, Inc.		Salisbury, NC	-	-	-	N/A
Trinity Guardian Services, Inc.		Salisbury, NC	-	-	-	N/A
			311	259	732	

Source: Management

In December 2018, LSA Elms Property, Inc. purchased 54 independent living apartment buildings adjacent to Lutheran Retirement Center – Clemmons (Trinity Elms).

In 2011, LSA entered into an affiliation with Lutheran Family Services in the Carolinas (“LFS”).

LSA Management, Inc. provides management, accounting, management information and resource development services to all of the affiliates. LSA Pharmacy, Inc. provides pharmacy services to the seven Lutheran Homes in operation. Trinity Place, Trinity Village, Trinity Oaks Health & Rehab, Trinity Ridge, Trinity Glen, Trinity Grove and Trinity Elms are separately owned and operated. All seven homes provide skilled and intermediate nursing services and Trinity Place, Trinity Village and Trinity Oaks Health & Rehab provide home for the aged services (generically, assisted living). The Lutheran Home Property affiliates own the buildings, land improvements and building services equipment for their respective operations and the facilities are leased to the operating corporations. The retirement center affiliates were established to develop and operate rental retirement and continuing care retirement communities.

Summary of Significant Forecast Assumptions and Accounting Policies

Background Information (continued)

Overview of Services Provided by Trinity Oaks

Trinity Oaks is a fee-for-service retirement community consisting of 167 independent living units (125 apartments and 42 cottages) and 38 assisted living residences. The independent living apartments, housed in a three-story building, include 45 two-bedroom units, 63 one-bedroom units and 17 studio units. All 38 assisted living residences are single occupancy rooms. Trinity Oaks currently occupies approximately 11 acres, part of the larger 40-acre site upon which the skilled nursing facility known as Trinity Oaks Health & Rehab is located. Trinity Oaks and the Trinity Oaks Health & Rehab operate together as a North Carolina licensed continuing care retirement community (a "CCRC").

The following paragraph is a summary of key provisions of the Resident Agreement. For more detailed information regarding this agreement, please refer to Trinity Oaks' Resident Agreement which is included in Trinity Oaks' Disclosure Statement filed with the North Carolina Department of Insurance.

Trinity Oaks offers three entrance fee plans for all of its apartments and cottages (as further described in "Advance Fees" on pages 9 and 10). The entrance fee entitles occupancy of a residence by the resident at Trinity Oaks, together with the use and benefits of its common areas, amenities, services and programs. The entrance fee also assures the residents priority access to the assisted living center and Trinity Oaks Health & Rehab. Upon leaving Trinity Oaks independent living units, the resident or the resident's estate will receive a refund of the entrance fee, depending upon the entrance plan selected. A monthly service fee for the independent living apartments include all occupancy costs (except telephone service and cable TV) and includes two meals per day in the community dining room. Service fees are based on the size and type of apartment occupied. Apartments occupied by more than one person are assessed a fee for each additional occupant to cover the additional maintenance and meal cost. Monthly fees and services for cottage residents are modeled after those provided apartment residents, with variations in dietary and certain other services. Monthly fees for the assisted living residents include three meals per day and all occupancy costs (except telephone service and cable TV). Trinity Oaks provides activity and transportation opportunities for all of its residents. Trinity Oaks maintains a staff of approximately 86 full-time equivalents.

Summary of Significant Forecast Assumptions and Accounting Policies

Summary of Significant Accounting Policies

Basis of Accounting

Trinity Oaks maintains its accounting and financial records according to the accrual basis of accounting.

Cash and Cash Equivalents

Trinity Oaks maintains its cash and cash equivalents in bank deposit accounts which, at times, may exceed federally insured limits. Trinity Oaks has not experienced any losses in such accounts. Trinity Oaks believes it is not exposed to any significant credit risk on cash.

For purposes of the forecasted statements of cash flows, Trinity Oaks considers all unrestricted highly liquid investments with an initial maturity date of three months or less to be cash equivalents.

Investments

Investments in marketable equity securities with readily determinable fair values and all investments in debt securities are measured at fair value in the forecasted balance sheets. Investment income or loss (including realized gains and losses on investments, interest and dividends) is included in the excess of revenues over expenses unless the income or loss is restricted by donor or law. Unrealized gains and losses on investments are included in the excess of revenue over expenses if the investments are trading securities. Management has not forecasted unrealized gains or losses during the Forecast Period.

Trinity Oaks records its investments under the provisions of U.S. generally accepted accounting principles. In accordance with those standards, the Trinity Oaks has characterized its investments in securities, based on the priority of the inputs used to value the investments, into a three-level fair value hierarchy. The fair value hierarchy gives the highest priority to unobservable inputs (Level 3). If the inputs used to measure the investments fall within different levels of the hierarchy, the categorization is based on the lowest level input that is significant to the fair value measurement of the investment.

Investments recorded in the forecasted balance sheets are categorized based on the inputs to valuation techniques as follows:

- Level 1 - These are investments where values are based on unadjusted quoted prices for identical assets in an active market which Trinity Oaks has the ability to access. These investments are exchange-traded investments in equity securities and U.S. Treasury securities.
- Level 2 - These are investments where values are based on quoted prices in markets that are not active or model inputs that are observable either directly or indirectly for substantially the full term of the investments. These investments are comprised of corporate and municipal bonds that trade infrequently.

Summary of Significant Forecast Assumptions and Accounting Policies

Summary of Significant Accounting Policies (continued)

- Level 3 - These are investments where values are based on prices or valuation techniques that require inputs that are both unobservable and significant to the overall fair value measurement. These inputs reflect assumptions of management about assumptions market participants would use in pricing the investments. These investments are certain private equity investments.

Management has not forecasted that investment allocations would vary between levels 1, 2 and 3 beyond historical patterns.

Revenue and Accounts Receivable

Trinity Oaks considers accounts receivable to be fully collectible; accordingly no allowance for doubtful accounts is required. If amounts become uncollectible, they will be charged to operations when that determination is made. Management does not expect these amounts to be material. Generally, no finance charges are assessed on trade receivables.

Assets Limited as to Use

Assets limited as to use are forecasted to primarily include investments for which the board has designated and the statutorily required operating reserve.

Debt Issuance Costs

Debt issuance costs are being amortized using the straight-line method, which approximates the effective interest method, over the term of the related financing agreement.

As noted hereinafter, the debt issuance costs for the Series 2017 Bonds are carried on the financial records of LSA Management, Inc. and all related amortization expense associated with the amortization of the debt issuance costs are allocated through intercompany accounts and the amortization of which is included as a component of interest expense on the forecasted statements of operations and changes in net assets.

Property and Equipment

Property and equipment having an estimated useful life greater than two years and a value greater than \$1,000 are forecasted to be stated at cost if purchased or at fair market value at the date of donation. Maintenance and repairs are forecasted to be charged to expense as incurred and renewals and betterments are forecasted to be capitalized. Depreciation is computed using the straight-line method over the estimated useful lives of the assets.

Compensation Absences

Compensated absences are forecasted to be accrued for employees as benefits are earned.

Refundable Fees and Deferred Revenue from Advance Fees

Fees paid by a resident upon entering into a residency agreement at Trinity Oaks continuing care retirement community, net of the portion thereof that is refundable to the resident, are recorded as deferred revenue from advance fees and are amortized to income using the straight-line method over the estimated remaining life expectancy of the resident.

Summary of Significant Forecast Assumptions and Accounting Policies

Summary of Significant Accounting Policies (continued)

Through July 31, 2013, Trinity Oaks offered two types of agreements. One type, the 80% Entrance Fee Refund Plan, states the refund is equal to the entrance fee less a four percent (4%) non-refundable fee paid at time of occupancy and by one percent (1%) per month for the first 16 months of occupancy, after which 80% of the entrance fee is refundable. The other type, the Limited Refund Plan, states the refund for apartments is equal to the entrance fee less a four percent (4%) non-refundable fee paid at time of occupancy and two percent (2%) per month for the first 48 months, after which the entrance fees is non-refundable; the refund for cottages under the Limited Refund Plan is equal to the Entrance Fee, which is comprised of the basic Cottage fee and selected Major Options, reduced by five percent (5%) per month, or any portion of a month of occupancy for the first twenty (20) months of occupancy. Following twenty (20) months of occupancy, there is no refund on any amount paid by the Resident. Any refund is payable upon reoccupancy or within two years, whichever occurs first. Trinity Oaks records a current portion of refundable fees that is expected to be refunded in the next year.

Beginning August 1, 2013, Trinity Oaks offers three types of agreements. The 90% Refund Plan, states the refund is equal to the entrance fee less a one percent (1%) non-refundable fee paid at time of occupancy and by one-half percent (0.5%) per month for the first 18 months of occupancy, after which 90% of the entrance fee is refundable. The 50% Refund Plan, states the refund is equal to the entrance fee less two percent (2%) non-refundable fee paid at time of occupancy and by one percent (1%) per month for the first 48 months of occupancy, after which 50% of the entrance fee is refundable. The Limited Refund Plan, states the refund is equal to the entrance fee less a four percent non-refundable fee paid at the time of occupancy and two percent (2%) per month for the first 48 months, after which the entrance fee is non-refundable. Any refund is payable upon re-occupancy.

Net Assets With Donor Restrictions

Net assets with donor restrictions are those whose use by Trinity Oaks has been limited by donors to a specific time period or purpose.

Excess of Revenue Over Expenses

The forecasted statements of operations and changes in net assets include excess of revenue over expenses. Changes in net assets without donor restrictions, which are excluded from excess of revenue over expenses, consistent with industry practice, include unrealized gains and losses on investments other than trading securities, permanent transfers of assets to and from affiliates for other than goods and services, and contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purposes of acquiring such assets).

Donor-Restricted Gifts

Unconditional promises to give cash and other assets to Trinity Oaks are reported at fair value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is received. The gifts are reported as restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets under donor restriction are reclassified to net assets without donor restrictions and reported in the forecasted statements of operations and changes in net assets as net assets released from restrictions. Donor-restricted contributions whose restrictions are met within the same year as received are reported as restricted contributions and released from net assets under donor restrictions in the accompanying forecasted financial statements.

Summary of Significant Forecast Assumptions and Accounting Policies

Summary of Significant Accounting Policies (continued)

Advertising Costs

Advertising costs are charged to operations when incurred.

Long-Lived Assets

Trinity Oaks periodically reviews the carrying value of its long-lived assets (primarily property and equipment) whenever events or circumstances provide evidence that suggests that the carrying amount of long-lived assets may not be recovered. If this review indicates that the long-lived assets may not be recoverable, Trinity Oaks reviews the expected undiscounted future net operating cash flows from its facilities, as well as property valuations. Any permanent impairment of value is recognized as a charge against earnings in the forecasted statements of operations and changes in net assets. Management has not forecasted any impairment of its long-lived assets.

Income Taxes

Trinity Oaks has been recognized as tax-exempt pursuant to Section 501(c)(3) of the Internal Revenue Code. Trinity Oaks has implemented the accounting requirements associated with uncertainty in income taxes using the provisions of Financial Accounting Standards Board ("FASB") ASC 740, *Income Taxes*. Using that guidance, tax positions initially need to be recognized in the forecasted financial statements when it is more-likely-than-not the positions will be sustained upon examination by the tax authorities. It also provides guidance for derecognition, classification, interest and penalties, accounting in interim periods, disclosure and transition.

Summary of Significant Forecast Assumptions and Accounting Policies

Management's Basis for Forecast of Revenue

Revenues for Trinity Oaks are primarily generated from monthly service fees for the independent living units, amortization of entrance fees, and per diem charges for the assisted living units.

Net resident service revenue is composed of:

- Revenue for the independent living units, which are based on the monthly service fees assumed by Management to be charged to the residents and the assumed utilization of the independent living units and,
- Revenue for the assisted living units based on the assumed daily charges.

Forecasted Occupancy Levels

Management has assumed the following forecasted occupancy levels at Trinity Oaks throughout the Forecast Period.

Table 1
Average Yearly Forecasted Utilization of Trinity Oaks - Independent Living Units

	2019	2020	2021	2022	2023
Units Occupied	158	157	157	157	157
Units Available	167	167	167	167	167
Average Occupancy Percentage	94.6%	94.0%	94.0%	94.0%	94.0%

Source: Management

Management has forecasted second person occupancy percentages of 34%, 36%, 36%, 39%, and 39%, respectively, for 2019, 2020, 2021, 2022, and 2023.

Table 2
Average Yearly Forecasted Utilization of Trinity Oaks - Assisted Living

	2019	2020	2021	2022	2023
Units Occupied	37	37	37	37	37
Units Available	38	38	38	38	38
Average Occupancy Percentage	98.5%	98.5%	98.5%	98.5%	98.5%

Source: Management

Summary of Significant Forecast Assumptions and Accounting Policies

Management's Basis for Forecast of Revenue (continued)

Forecasted Entrance Fees, Monthly Fees and Daily Fees Increases

Increases in fees are generally anticipated to equal or exceed increases in operating expenses during the Forecast Period. The following table reflects forecasted rate increases for the Forecast Period.

**Table 3
Trinity Oaks Forecasted Rate Increases**

		2019	2020	2021	2022	2023
Independent Living	Entrance Fee	n/a ⁽¹⁾	0%	0%	0%	0%
Independent Living	Private Pay - Monthly Fee	n/a ⁽¹⁾	3%	3%	3%	3%
Assisted Living	Private Pay	n/a ⁽¹⁾	3%	3%	3%	3%

Source: Management

Note (1) Rates used in forecast are set forth in following tables

Assisted Living Fees

The following table summarizes Management's forecasted per diem rates for the assisted living facility of Trinity Oaks:

**Table 4
Trinity Oaks – Forecasted Assisted Living Daily Rates**

	2019	2020	2021	2022	2023
Daily Rates	\$178	\$183	\$189	\$195	\$200

Source: Management

Assisted Living Payer Mix

The following table summarizes Management's forecasted payer mix by resident days for Trinity Oaks assisted living facility:

**Table 5
Trinity Oaks – Forecasted Assisted Living Payer Mix**

	2019	2020	2021	2022	2023
Private Pay	100%	100%	100%	100%	100%

Source: Management

Summary of Significant Forecast Assumptions and Accounting Policies
Management's Basis for Forecast of Revenue (continued)

Independent Living Entrance Fees and Monthly Service Fees

The following chart reflects the monthly rental fee for each unit type effective January 1, 2019 for the fiscal year ending September 30, 2019:

Table 6
Trinity Oaks Independent Living Monthly Service Fees

Unit Type	No. of Units	Square Feet	Monthly Fee
Studio	17	504	\$1,924
One Bedroom	18	607	\$2,415
One Bedroom Deluxe	45	695	\$2,584
Two Bedroom	45	955	\$3,084
Cottages	42	1,463-2,800	\$2,598
Total/Weighted Average	167	1,097	\$2,637

Source: Management

Below is a table setting forth the entrance fees effective March 1, 2019 for the fiscal year ending September 30, 2019:

Table 7
Trinity Oaks Independent Living Entrance Fees

	No. of Units	Square Ft.	Entrance Fees		
			Limited-Refund	50% Refund	90% Refund
Apartments:					
Studio	17	504	\$56,650	\$75,705	\$135,445
One Bedroom	18	607	\$66,700	\$88,840	\$159,135
One Bedroom Deluxe	45	695	\$70,040	\$93,215	\$166,860
Two Bedroom	45	955	\$104,545	\$139,565	\$249,520
Cottages	42	1,463 – 2,800	\$135,000	\$180,000	\$318,000
Second Person - Apartments			\$3,865	\$5,150	\$9,270
Second Person - Cottages			\$5,410	\$7,210	\$12,875
Total/Weighted Average	167	1,097	\$93,952	\$125,277	\$223,114

Source: Management

Summary of Significant Forecast Assumptions and Accounting Policies

Management's Basis for Forecast of Revenue (continued)

Entrance Fee Receipts and Refund

Entrance fee receipts and refunds are based on information provided by Management based on historical experience, as well as Management's assumptions relating to occupancy increases during the forecast period. The following table reflects entrance fees received and refunds paid during the Forecast Period for Trinity Oaks, as forecasted by Management.

Table 8
Trinity Oaks Independent Living Forecasted Entrance Fees, Net
(In Thousands of Dollars)

	2019	2020	2021	2022	2023
Entrance fees received from unit turnover	\$ 2,581	\$ 2,361	\$ 2,394	\$ 2,143	\$ 2,085
Entrance fees refunded from unit turnover	(1,700)	(1,500)	(1,300)	(1,100)	(900)
Total entrance fees received, net of refunds	\$ 881	\$ 861	\$ 1,094	\$ 1,043	\$ 1,185

Source: Management

Management has assumed that selection of the entrance fee plans would be as follows:

- 80 percent selecting the Limited-Refund Plan;
- 10 percent selecting the 50% Refund Plan; and
- 10 percent selecting the 90% Refund Plan.

Investment Income

Interest income consists of interest earned on available cash and cash equivalents, investments and assets limited as to use. The following table reflects Management's assumed realized (net of expenses) investment earning rates during the Forecast Period for funds invested by Trinity Oaks.

Table 9
Forecasted Investment Earning Rates

	2019	2020	2021	2022	2023
Cash and Cash Equivalents	0.00%	0.00%	0.00%	0.00%	0.00%
Investments	2.00%	2.00%	2.00%	2.00%	2.00%
Assets Limited as to Use	3.00%	3.00%	3.00%	3.00%	3.00%

Source: Management

Management does not project any unrealized gains/losses from the valuation of investments during the Forecast Period for 2019 through 2023.

Contributions

Management has forecasted \$6,000 in annual, unrestricted contributions beginning in 2020 and continuing through 2023.

See Independent Accountants' Compilation Report

Summary of Significant Forecast Assumptions and Accounting Policies

Management's Basis for Forecast of Expenses

Operating Expenses

Operating expenses have been forecasted to be recognized during the month incurred. Management has forecasted operating expenses based upon Management's operating plans for Trinity Oaks, based on the historical operations of Trinity Oaks. In general, operating expenses are forecasted to increase approximately 3.0 percent annually throughout the Forecast Period for inflation.

The specific basis for major expense items was formulated by Management and is discussed below.

Salaries and Wages

A full time equivalent employee ("FTE") represents 2,080 hours of time paid annually. Average hourly rates are forecasted to increase at a rate of 3.0 percent per annum for inflation throughout the Forecast Period.

The following table reflects Management's forecasted staffing relating to Trinity Oaks:

Table 10
Forecasted Staffing
(In Full Time Equivalents—FTEs)

	2019		2020		2021		2022		2023	
	FTEs	Avg. Hourly Wage	FTEs	Avg. Hourly Wage	FTEs	Avg. Hourly Wage	FTEs	Avg. Hourly Wage	FTEs	Avg. Hourly Wage
Healthcare	23.25	\$ 13.19	23.25	\$ 13.58	23.25	\$ 13.99	23.25	\$ 14.41	23.25	\$ 14.84
Administration	15.50	\$ 23.69	15.50	\$ 24.41	15.50	\$ 25.14	15.50	\$ 25.89	15.50	\$ 26.67
Maintenance and Plant Operations	8.00	\$ 18.75	8.00	\$ 19.32	8.00	\$ 19.90	8.00	\$ 20.49	8.00	\$ 21.11
Housekeeping	11.00	\$ 8.18	11.00	\$ 8.42	11.00	\$ 8.68	11.00	\$ 8.94	11.00	\$ 9.20
Dietary	36.00	\$ 10.72	36.00	\$ 11.04	36.00	\$ 11.37	36.00	\$ 11.72	36.00	\$ 12.07
Total Weighted Average	93.75	\$ 13.87	93.75	\$ 14.28	93.75	\$ 14.71	93.75	\$ 15.15	93.75	\$ 15.61

Source: Management

Employee Benefits

Benefit costs include payroll taxes and employee benefits including FICA, unemployment taxes, workers' compensation, health insurance, pension plan, incentives and other miscellaneous benefits for Trinity Oaks. These benefit costs have been forecasted by department based on the historical experience of Trinity Oaks. Management has forecasted that benefits would approximate 19 percent of wages and salaries during the Forecast Period. Management assumes that these costs would increase at approximately 5.0 percent annually for inflation during the Forecast Period.

Healthcare

Healthcare costs have been estimated based upon the historical costs of Trinity Oaks, Management's estimates, and industry experience. Management assumes that these costs increase 3.0 percent annually for inflation during the Forecast Period.

Maintenance / Groundskeeping / Security

Non-salary related costs in this department include Management's estimate of the costs for service contracts, repairs, general maintenance, and operating supplies which Management assumes are primarily fixed in nature, and adjusted to reflect changes in occupancy levels. Management assumes that these costs would increase 3.0 percent annually for inflation during the Forecast Period.

Summary of Significant Forecast Assumptions and Accounting Policies

Management's Basis for Forecast of Expenses (continued)

Utilities

Utilities costs' have been estimated based upon the historical utilities' costs of Trinity Oaks, Management's estimates, and industry experience. Management assumes that these costs would increase 3.0 percent annually for inflation during the Forecast Period.

Housekeeping / Laundry

Non-salary costs of housekeeping and laundry services include Management's estimate of the costs for contract services, supplies, and other miscellaneous costs associated with providing housekeeping and laundry services to residents. Management assumes that these costs would increase 3.0 percent annually for inflation during the Forecast Period.

Groundskeeping and Security

Groundskeeping and security costs have been estimated based upon the historical costs of Trinity Oaks, Management's estimates, and industry experience. Management assumes that these costs would increase 3.0 percent annually for inflation during the Forecast Period.

Dietary

Non-salary related costs of the food services department include Management's estimate of the costs for raw food, contracted services, dietary supplies, equipment, linens and other such costs. Nutrition costs are forecasted to vary with changes in meal consumptions as a result in changes in occupancy levels and inflation. Management assumes that these costs would vary with changes in occupancy levels as well as Management has assumed the costs for raw food would increase 5.0 percent annually for inflation during the Forecast Period and all other non-salary related costs would increase 3.0 percent annually for inflation during the Forecast Period.

Activities, Transportation, and Ministry

Activity, transportation, and ministry costs have been estimated based upon the historical costs of Trinity Oaks, Management's estimates, and industry experience. Management assumes that these costs would increase 3.0 percent annually for inflation during the Forecast Period.

Administration

Non-salary related costs of administration are forecasted to include Management's estimate of costs for professional fees, insurance, supplies and other miscellaneous costs. In addition, non-salary related costs of marketing and sales are forecasted to include Management's estimates of costs for advertising, print and online materials and website, contract services, professional fees and other miscellaneous costs. Management assumes these costs would increase 3.0 percent annually for inflation during the Forecast Period.

Management Fee

Effective October 1, 2017, Trinity Oaks entered into a Management Services Agreement with LSA Management, Inc. to provide management services on behalf of Trinity Oaks. The Management Services Agreement will be for a term of five years, and at the end of the five-year period, LSA Management, Inc. shall have the option to extend this Agreement for two additional five-year terms or for such shorter period coterminous with the period the Facility is leased or owned by Trinity Oaks. The Management Services Agreement may be immediately terminated if any party is in default under its terms and the default is not cured within the applicable cure period. Management has forecasted that it would extend the Management Services Agreement upon its expiration.

According to the terms of the Management Services Agreement, LSA Management, Inc. is to be paid a management fee equal to 4% of Gross Revenue of Trinity Oaks net of governmental contractual adjustments. The expense is shown as an operating expense on the forecasted statements of operations and changes in net assets and has been recorded as a payable to related party on the forecasted balance sheets.

Summary of Significant Forecast Assumptions and Accounting Policies

Management's Basis for Forecast of Other Items

Current Assets and Current Liabilities

Cash and Cash Equivalents

Cash and cash equivalent balances for the Forecast Period are based on the results of the Forecasted Statements of Cash Flows and reflect amounts that are highly liquid with a maturity of three months or less. For purposes of presentations, cash and cash equivalent balances are estimated to be approximately 15 days for 2019, 19 days for 2020, 25 days for 2021, 32 days for 2022, and 43 days for 2023. Amounts in excess of these amounts are classified as investments.

Accounts Receivable, Residents, Net of Allowance for Doubtful Accounts

Accounts receivable, net of allowance for non-collectible accounts, are forecasted based on historical levels based on 1 day of operating revenues.

Inventories

Inventories have been forecasted based on historical experience based on 2 days of operating expenses.

Accounts Payable, Trade

Accounts payable, trade, have been forecasted based on historical levels for Trinity Oaks based on 9 days of operating expenses.

Accrued Health Benefits

Accrued Health Benefits have been forecasted based on historical levels for the Trinity Oaks based on 1 day of operating expenses.

Accrued Salaries and Payroll Taxes

Accrued salaries and payroll taxes have been forecasted based on historical levels for Trinity Oaks based on 37 days of total salaries and taxes.

Refundable Fees - Current

Refundable Fees – Current - have been forecasted based on a fixed amount and Management has not forecasted that the current balances would change during the Forecast Period.

Payable to Related Parties

Payable to Related Parties have been forecasted by Management based upon forecasted cash flow needs of Trinity Oaks and forecasted repayment to LSA during the Forecast Period based upon available cash flows. See additional description contained hereinafter.

Summary of Significant Forecast Assumptions and Accounting Policies

Management's Basis for Forecast of Other Items (continued)

Assets Limited as to Use

A narrative description of the assets limited as to use follows.

Under Board Designation

Board Designated Investments – Funds designed by the Board are for capital acquisitions and are assumed to remain stable throughout the Forecast Period.

Restricted Cash and Investments – Operating Reserve Requirements – In North Carolina, continuing care retirement communities are required to establish an operating reserve equal to 50 percent of operating expenses if the community's average occupancy is below 90 percent and 25 percent if the occupancy is in excess of 90 percent. The statutory operating reserve is based on operating expenses (excluding depreciation and amortization), and Trinity Oaks can exclude interest and principal payments if a separate debt service reserve fund has been established. Management has forecasted its occupancy at Trinity Oaks, which is a continuing care retirement community, to exceed 90 percent. As such, Management has forecasted an operating reserve in the amount of 25 percent of operating expenses for all fiscal years. The Operating Reserve can be accessed for operating needs, but permission must be granted by the North Carolina Department of Insurance.

Table 11
Forecasted Operating Reserve Calculation – Trinity Oaks
For the Years Ending September 30,
(In Thousands of Dollars)

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>Estimated 2024</u>
Forecasted Total Expenses		\$ 8,956	\$ 9,178	\$ 9,380	\$ 9,585	\$ 9,780
Include:						
Principal Payment		414	439	465	492	522
Exclude:						
Depreciation		(2,291)	(2,358)	(2,410)	(2,449)	(2,486)
Amortization of Debt Issuance Costs Included in Interest Expense		(2)	(2)	(2)	(2)	(2)
Total Operating Costs		\$ 7,077	\$ 7,257	\$ 7,433	\$ 7,626	\$ 7,814
Operating Reserve Percentage	25%	25%	25%	25%	25%	
Operating Reserve	\$ 1,769	\$ 1,814	\$ 1,858	\$ 1,907	\$ 1,953	
Independent Living Available Units	167	167	167	167	167	
Occupied Units	158	157	157	157	157	
Occupancy Percentage	95%	94%	94%	94%	94%	
Assisted Living Available Units	38	38	38	38	38	
Occupied Units	37	37	37	37	37	
Occupancy Percentage	99%	99%	99%	99%	99%	
Combined Available Units	205	205	205	205	205	
Occupied Units	195	194	194	194	194	
Occupancy Percentage	95%	95%	95%	95%	95%	

Source: Management

See Independent Accountants' Compilation Report

Summary of Significant Forecast Assumptions and Accounting Policies

Management's Basis for Forecast of Other Items (continued)

Investments

Investments reflect amounts whose maturities exceeding three months or that are not highly liquid. Forecasted changes in investments are a result of the Forecasted Statements of Cash Flows, less amounts that are included in cash and cash equivalents.

Property and Equipment

Property and equipment balances, net of accumulated depreciation, were forecasted based on the costs of property and equipment additions during the Forecast Period, reduced by estimated annual depreciation.

The following table reflects the forecasted property and equipment balances as of September 30:

Table 12
Forecasted Property and Equipment as of September 30,
(In Thousands of Dollars)

	2019	2020	2021	2022	2023
Land and Land Improvements	\$ 2,998	\$ 3,091	\$ 3,172	\$ 3,234	\$ 3,281
Building	37,690	39,041	40,212	41,113	41,789
Equipment and Furnishings	1,080	1,120	1,155	1,181	1,201
Software	114	119	123	126	128
Automotive	270	281	290	298	303
Construction in Progress	400	400	400	400	400
Subtotal	42,552	44,052	45,352	46,352	47,102
Less: Accumulated Depreciation	(19,666)	(21,957)	(24,315)	(26,725)	(29,175)
Net Property and Equipment	\$ 22,886	\$ 22,095	\$ 21,037	\$ 19,627	\$ 17,927

Source: Management

The following table reflects routine capital additions during the Forecast.

Table 13
Forecasted Property and Equipment Additions
(In Thousands of Dollars)

	2019	2020	2021	2022	2023
Capital Expenditures - Routine	\$ 2,156	\$ 1,500	\$ 1,300	\$ 1,000	\$ 750

Source: Management

See Independent Accountants' Compilation Report

Summary of Significant Forecast Assumptions and Accounting Policies

Management's Basis for Forecast of Other Items (continued)

Long-Term Debt and Interest Expense

Trinity Oaks is one of several members of LSA that are part of an Obligated Group (the "Obligated Group") which was established as part of its previous financings. The Obligated Group has a number of existing outstanding debt agreements which Trinity Oaks is subject to. Management has indicated that the long-term debt of the Obligated Group consisted of the following at October 1, 2018:

- \$31,564,998 ("Series 2017 Bonds")
 - In March 2017, LSA issued \$33,795,000 tax exempt Health Care Facilities First Mortgage Revenue Refunding Bonds (Lutheran Services for the Aging) Series 2017 Bonds through the North Carolina Medical Care Commission ("Commission") under the Master Trust Indenture and other related agreements. The proceeds were used to refund the outstanding Series 1998 and Series 2012B Bonds and pay certain expenses incurred in connection with the authorization and issuance of the 2017 Bonds. The 2017 Bonds mature annually on March 1 in amounts ranging from \$870,000 to \$2,345,000 and bear interest at the bank bought rate of 68% of LIBOR plus 1.28% to 1.48% based on leverage ratio until converted to daily, weekly or adjusted rate for amounts maturing between 2018 and 2038. The 2017 Bonds are secured by the Obligated Group's Deeds of Trust on real property and fixtures under the Master Trust Indenture.
- \$42,190,000 ("Series 2012A Bonds")
 - In December 2012, LSA issued \$44,790,000 tax-exempt Health Care Facilities First Mortgage Revenue Refunding Bonds (Lutheran Services for the Aging) Series 2012A Bonds through the North Carolina Medical Care Commission under the Master Trust Indenture and other related agreements. The proceeds were used to refund the outstanding Series 2009 and Series 2010 Bonds, as well as other loans and fund debt service reserve fund and issuance costs.
 - The 2012A Bonds mature annually on March 1 in amounts ranging from \$220,000 to \$2,885,000 and bear interest at rates between 2.00% and 5.00% for amounts maturing between 2013 and 2042. The 2012A Bonds are secured by the Obligated Group's Deeds of Trust on real property and fixtures under the Master Trust Indenture.

Regarding the Series 2012A Bonds, Trinity Oaks was not allocated any of the principal, as such, Trinity Oaks is not forecasted to have any principal and interest payments on the Series 2012A Bonds.

The deferred loan costs for the Series 2017 Bonds are carried on the financial records of LSA Management, Inc. and all related amortization expense associated with the amortization of the deferred loan costs are allocated through intercompany accounts. Trinity Oaks presents amortization of deferred financing costs as a component of interest expense on the forecasted statements of operations and changes in net assets. As a result, included in interest expense during each year presented in the Forecast Period is approximately \$1,700 of amortization expense annually.

Summary of Significant Forecast Assumptions and Accounting Policies

Management's Basis for Forecast of Other Items (continued)

Regarding the Series 2017 Bonds, Management has allocated the principal and interest for Series 2017 Bonds during the Forecast Period as follows:

Series 2017 Bonds Allocation:	
Lutheran Home Forsyth County Property, Inc.	31.4%
Lutheran Home Hickory West Property, Inc.	12.0%
Lutheran Home Albemarle Property, Inc.	1.0%
Trinity Village	0.7%
LSA Management, Inc.	0.7%
Trinity Oaks	24.5%
Trinity View	10.7%
Trinity Place	0.5%
Lutheran Home Hickory Property, Inc.	17.0%
Trinity Oaks Health and Rehab	0.4%
LSA Elms Property, Inc.	0.3%
Trinity Grove	0.1%
Lutheran Home at Trinity Oaks Property, Inc.	0.1%
Trinity Elms	0.1%
Trinity Landing	0.3%
	<u>100.0%</u>

Fair Value of Interest Rate Swap Agreement

LSA has an interest rate swap (with a total notional amount of \$9,390,000 at September 30, 2018). Under the terms of the swap (which expires in March 2028), LSA pays monthly a fixed interest rate of 4.088%. LSA receives a floating rate on the interest rate swap based on the SIFMA Municipal Swap Index. The estimated fair value of this agreement at September 30, 2018 was a liability of \$892,473. This amount is subsequently reclassified into interest expense as a yield adjustment in the same period in which the related interest on the floating-rate debt obligation affects earnings. As there are no differences between the critical terms of the interest rate swap and the hedged debt obligation, LSA assumes no ineffectiveness in the hedging relationship. Management has not forecasted any change in the underlying interest rate swap valuation during the Forecast Period.

Summary of Significant Forecast Assumptions and Accounting Policies
Management's Basis for Forecast of Other Items (continued)

The following table summarizes the existing debt obligations:

Table 14
Forecasted Principal Payments
(In Thousands of Dollars)

	Obligated Group Total Series 2017 Bonds	Trinity Oaks Management Allocated Payment Series 2017 Bonds	Total Remaining Obligated Group Series 2017 Bonds Payments
2019	\$ 1,573	\$ 390	\$ 1,183
2020	1,648	414	1,234
2021	1,725	439	1,286
2022	1,775	465	1,310
2023	1,857	492	1,365
2024	1,973	522	1,451
Thereafter	21,014	2,428	18,586
Total	\$ 31,565	\$ 5,150	\$ 26,415

Source: Management and the Underwriter

Summary of Significant Forecast Assumptions and Accounting Policies

Management's Basis for Forecast of Other Items (continued)

Obligated Group – Security on Long-Term Debt

Upon the issuance of the Series 2017 Bonds and the refunding of the 2012B Bonds, the Series 1998 Bonds, the Series 2009 Bonds and Series 2010 Bonds, the Series 2012A Bonds, and the Series 2017 Bonds and the swap agreement (collectively, the "Initial Obligations") were evidenced by parity obligations issued by the Obligated Group under the Master Trust Indenture. As security for repayment of all obligations issued under the Master Trust Indenture, including the Initial Obligations, certain members of the Obligated Group executed and delivered nine deeds of trust, pursuant to which such members of the Obligated Group granted a first lien on the mortgaged property described therein.

<u>Obligated Group Facilities to be Pledged as Mortgaged Property</u>	
<u>Member of Obligated Group</u>	<u>Name of Facility</u>
Lutheran Home Hickory Property, Inc. and Lutheran Home-Hickory, Inc.	Trinity Village
Lutheran Home Hickory West Property, Inc. and Lutheran Home-Hickory West, Inc.	Trinity Ridge
Lutheran Home at Trinity Oaks Property, Inc. Lutheran Home at Trinity Oaks, Inc.	Trinity Oaks Health and Rehab ⁽¹⁾
Lutheran Retirement Center - Salisbury, Inc.	Trinity Oaks ⁽¹⁾
Lutheran Home Winston-Salem Property, Inc. and Lutheran Home Winston-Salem, Inc.	Trinity Glen
Lutheran Home Wilmington Property, Inc. and Lutheran Home Wilmington, Inc.	Trinity Grove
Lutheran Services for the Aging, Inc.	12 acres adjacent to Trinity Grove
Lutheran Home Forsyth County Property, Inc. and Lutheran Home-Forsyth County, Inc.	Trinity Elms Health and Rehab
LSA Elms Property, Inc. and LSA Elms at Tanglewood, Inc.	Trinity Elms

⁽¹⁾ Lutheran Home at Trinity Oaks and Trinity Oaks operate together as a North Carolina licensed continuing care retirement community.

Other Items

Payable to Related Parties

The payable to related parties includes the balance of previous cash transfers that were funded by other members of the Obligated Group. Management has forecasted that the payable to related party amounts will be repaid during the Forecast period; however, there is no set repayment terms associated with the due to related party payable and as such, repayment amounts could materially change and are at the discretion of Management.

Attachment 4

Interim Financials
(January 31, 2019)

**Lutheran Services Carolinas
Balance Sheet
Trinity Oaks**

For the Four Months Ending January 31, 2019

Assets

Current Assets

Cash and cash equivalents	\$ 1,191,995
Receivables - Net of allowance	81,868
Inventories	38,282
Other	203,749

Total current assets 1,515,895

Investments	7,988
Assets limited as to use - operating reserve	1,705,032

Net Property and equipment 22,636,762

Total Assets 25,865,677
=====

Liabilities

Current Liabilities

Accounts payable - trade	119,533
Accrued salaries and payroll	264,521
Accrued employee benefits	21,277
Refundable Fees - Current Portion	786,997
Due to related party	5,137,270

Total current liabilities 6,329,597

Other liabilities and credits

Long-term debt	5,044,978
Refundable fees	7,978,146
Deferred revenue from advance fees	7,024,368

Total other liabilities and credits 20,047,492

Total liabilities 26,377,090

Net Assets

Unrestricted	(526,389)
Temporarily restricted	14,977

Total net assets (511,413)

Total liabilities and net assets \$ 25,865,677
=====

**Lutheran Services Carolinas
Trinity Oaks
Consolidating Statement of Operations
For the Four Months Ending January 31, 2019**

Revenue and other Support	
Net resident service revenue	\$ 2,747,273
Amortization of deferred entrance fees	370,317
Other revenue	12,501

Total revenue and other support	3,130,090
Expenses	
Salaries and Wages	927,271
Employee benefits	156,939
Supplies and other	949,595
Marketing	52,992
Depreciation	733,333
Interest expense	104,007

Total expenses	2,924,138
Operating income (loss)	205,952
Unrestricted investment income	14,778
Unrealized gains/(losses) on investments	(62,764)
Unrestricted contributions and bequest	145,327

Total Non-Operating Gains (Losses)	97,341

Excess revenues over expenses	303,294
Other changes in net assets	
Temporary restricted contributions	3,215
Release of Restricted Funds	(2,809)

Total other changes in net assets	406

Increase (dec) net assets	\$ 303,700
	=====

**Lutheran Services Carolinas
Trinity Oaks
Cash Flow Statement
For the Four Months Ending January 31, 2019**

Change in net assets	\$ 303,700
Cash flows from operating activities:	
Depreciation and amortization	733,333
Amortization of deferred entrance fees	(370,317)
(Increase) decrease in assets	(165,068)
Increase (decrease) in liabilities	(3,249)
Net adjustments	<u>194,700</u>
Net cash provided by operating activities	498,400
Cash flows from purchase of property and equipment	(440,692)
Cash flows from financing activities:	
Change in refundable deferred fees	61,396
Change in deferred revenue	(105,758)
Change in debt	(105,379)
Net cash used by financing activities	<u>(149,740)</u>
Net increase (decrease) in cash	(92,033)
Cash at the beginning of the year	1,284,028
Cash at the end of the period	<u><u>\$ 1,191,995</u></u>

Attachment 5

Assisted Living
Enhanced Care Program

LEVEL OF CARE DETERMINATION

Our philosophy of providing assisted living services in a Level of Care Format allows us the opportunity to provide residents with certain services as needs arise.

Assessment Date _____

Resident Name _____ Apt. # _____

Responsible Party _____ Phone _____

Attending Physician _____ Phone _____

Levels of Care are defined as follows:

_____ Independent

This service level provides accommodation, meals, minimal help with ADLs and residents that self administer medication or minimal help with medication administration, selected additional services such as special dietary planning. Residents in this level are typically independent.

_____ Enhanced Care services

This level of care provides moderate levels of help with ADLs to residents that can perform part of the activity for him/herself, and several additional services including but not limited to, assistance with medications, ambulation, bathing, dressing, grooming, eating, hygiene and toileting. These residents may require some assistance from Licensed Health Professional Support as well as confusion management and/or management of diabetes, skin integrity, and/or fall risk intervention.

_____ Enhanced Care Plus services

This level of care provides a significant degree of help with ADLs and is geared towards residents who can perform part of the activity and are very frail/impaired or will require several services on a regular basis. These residents may require some assistance from Licensed Health Professional Support as well as confusion management and/or management of diabetes, skin integrity, and/or fall risk interventions.

_____ Maximum Care

This level of care provides assistance to residents that need someone else to complete the task for the resident most of the time. These residents may require extensive assistance with confusion management and/or management of diabetes, skin integrity, and /or fall risk interventions.

DETERMINATION OF LEVEL OF CARE AND RELATED EXPENSES

PERFORMANCE CODE TOTAL from ADL and BEHAVIORAL Assessment Tool _____

_____ Independent	_____ Enhanced	_____ Enhanced Plus	_____ Maximum
(0-8)	(9-15)	(16-22)	(23+)

RESIDENT ASSESSMENT FORM

Level of Care before Assessment _____

Level of Care after Assessment _____

RESIDENT _____

ADL NEEDS CHECKLIST

ADL

BATHING	0	1	2	3	4
DRESSING	0	1	2	3	4
HYGIENE	0	1	2	3	4
TOILETING	0	1	2	3	4
TANSFERRING	0	1	2	3	4
EATING	0	1	2	3	4
Mobility/Ambulation (may include assistive devices, fall risk)	0	1	2	3	4
Medication Administration		1 (1-4 meds) Or self adm.	2 (5-10 meds)	3 (11-15 meds)	4 (16+ meds)
LPHS tasks (except meds by injection, ambulation with assistive devices or transferring)	0	1	2	3	4
Other ADL: le: skin care	0	1	2	3	4

BEHAVIORAL

- 0 Generally oriented to time and place
- 1 Oriented but occasionally forgetful. Some confusion – may need prompting and orienting
- 2 Shows feelings of hopelessness, depression, nervousness or restlessness requiring intervention
- 3 Obvious impairment of memory. Some disorientation and may display anxiety or irritability with memory difficulties. Verbally and/or physically abusive to others
- 4 Sever impairment most of the time. Demonstrates poor judgement – requires behavior management

TOTAL SCORE _____

DEFINITION OF PERFORMANCE CODES

0. INDEPENDENT

The resident performs the activity without help, or may require minimal supervision of assistance only once or twice a week. For example, a resident who usually transfers on and off the toilet unassisted may need someone to stand by the toilet room door after an especially tiring day away from the home.

1. SUPERVISION

The resident can perform the activity when another person provides oversight, encouragement and prompting, or with supervision plus some physical assistance only once or twice a week. For example, an incontinent resident may be able to use the toilet room unassisted if regularly reminded to do so.

2. LIMITED ASSISTANCE

The resident is highly involved in performing the activity for him/herself. The resident also requires help from another person in guided maneuvering of limbs or other non-weight bearing assistance only once or twice during a week. For example, a resident may need another person to hold up his/her shirt and physically guide his/her hand to the sleeve opening, but the resident can push his/her arm through the sleeve.

3. EXTENSIVE ASSISTANCE

The resident can perform part of the activity for him/herself. The resident also requires other weight bearing support from another person three or more times a week, or someone else to perform the task for him/her (three or more times) during part, but not all, of the week). For example, on three occasions the resident needed another person to lean against and steady him/her while transferring from standing with a walker into a bed or chair.

4. TOTALLY DEPENDENT

Someone else must complete the task for the resident at all times. For example, a resident who cannot do any part of dressing for him/herself, and requires total assistance with dressing from other people.

Staff completing assessment _____ Date _____

Attachment 6

Cottage Unbundling of
Services Program

**Trinity Oaks Retirement Community
Cottage Unbundling of Services Program**

January 1 thru December 31, 2019

	1st Occupant	2nd Occupant	Total Mthly Rate
Unbundled Base Rate	\$2,596.00	\$773.00	\$3,369.00

A la carte options

Dining Services (All meals are charged to your monthly statement)

- Breakfast \$3.90 per meal
- Lunch/Dinner \$10.00 per meal

Housekeeping (Choose One)

- Weekly \$83 per visit/ \$360 per month
- Bi-weekly \$107 per visit/ \$232 per month
- None

Transportation - All inclusive (activity outings, shopping trips, doctor visits)

- 1 person \$70.00 per month per person
- 2 persons
- None

Fee for Service Transportation

- Rowan County \$5.00 per trip per person
- Outside Rowan County \$10.00 per trip per person

Wellness Program (Access to exercise programs and swimming pool)

- 1 person \$35.00
- 2 persons \$65.00
- None

Healthcare days: 10% discount at T.O. Health & Rehab

I agree with the unbundling program fee structure and the additional a la carte pricing as listed for January 1 thru December 31, 2019.

Signature	Date															
Signature	Date	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Base</td> <td style="width: 40%; text-align: right;">\$2,596.00</td> </tr> <tr> <td>Hskp</td> <td></td> </tr> <tr> <td>Trans</td> <td></td> </tr> <tr> <td>Wellness</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>Mthly rate</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>2nd person</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>Total mthly rate</td> <td style="text-align: right;">\$</td> </tr> </table>	Base	\$2,596.00	Hskp		Trans		Wellness		Mthly rate	\$	2nd person		Total mthly rate	\$
Base	\$2,596.00															
Hskp																
Trans																
Wellness																
Mthly rate	\$															
2nd person																
Total mthly rate	\$															