

January 31, 2017

Mr. Rich Wysocki
Principal Cost Analyst
Office of CON & Rate Setting
State of Connecticut
Department of Social Services
55 Farmington Avenue,
Hartford, CT 06105-3724

Dear Rich:

Attached is a copy of Seabury At Home's Disclosure Statement, as required by Section 17B-528 of Connecticut General Statutes.

The changes in Seabury At Home's 2017 Disclosure Statement incorporate the following:

Section I Name and Address of Provider on page 1 was updated to reflect Seabury's new Vision and Operating statement.

The Board of Directors' changes in membership have been reflected in **Section II Officers and Directors** on pages 2-4.

Section IX Strategic Repositioning Plan on pages 7-9 has been slightly updated to reflect current information about the repositioning plan.

Exhibit A, Life Plan Agreement, Section II. Our Responsibilities to You as a Member, Cost of Care has been revised to reflect Seabury's published fee for Assisted Living and Skilled Nursing.

Exhibit A, Life Plan Agreement, Section II. Our Responsibilities to You as a Member, Item 6. Home Services on page 7 was updated to reflect the terms and conditions of the Seabury Care Now service agreement.

Exhibit A, Life Plan Agreement, Section II. Our Responsibilities to You as a Member, Item 13. Illness or injury away from the designated service area on page 11 has been updated to reflect reimbursement of services for Members outside of Connecticut.

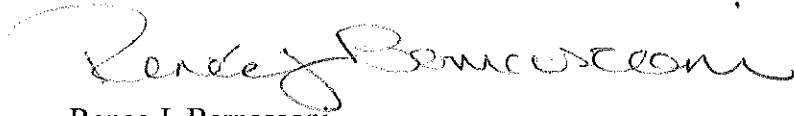
Exhibit A, Life Plan Agreement, Section IV. Termination of This Agreement and Refunds, Item 2, second bullet on page 20 was revised to clarify the 2% declining refund option.

Exhibits B, C, D and F have been revised to reflect audited financial statements, pro forma income statements, periodic charges and actuarial report.

These are the only material changes to the Disclosure Statement from the January, 2016 filing to our January, 2017 filing.

If you have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink that reads "Renee J. Bernasconi". The signature is written in a cursive style with a large, sweeping initial "R".

Renee J. Bernasconi
Chief Strategy Officer & SVP, Marketing & Communications

ACKNOWLEDGEMENT OF RECEIPT

SEABURY AT HOME

DISCLOSURE STATEMENT

PURSUANT TO CONNECTICUT STATUTE 17b-522, EFFECTIVE JULY 1, 1998, THE FOLLOWING NOTICE MUST BE PROVIDED BEFORE THE SIGNING OF A LIFE PLAN AGREEMENT (FORMERLY KNOWN AS A CONTINUING CARE AGREEMENT)

A Life Plan Contract (formerly known as a Continuing Care Contract) is a financial investment, and your investment may be at risk. Seabury At Home's ability to meet its contractual obligations under such contract depends on Seabury At Home's financial performance. We advise you to consult an attorney or other professional experienced in matters relating to investment in Life Plan Communities before you sign a Life Plan Contract (Continuing Care Contract). The Department of Social Services does not guarantee the security of your investment.

I acknowledge that I have reviewed the above statement, as well as the Disclosure Statement, and the Life Plan Agreement (Continuing Care Agreement).

Signature

Date

Seabury At Home Signature

Date



DISCLOSURE STATEMENT

SEABURY AT HOME

**Sponsored by
Seabury At Home Incorporated,
a Subsidiary of
Church Home of Hartford Incorporated**

January 2017

REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DEPARTMENT OF SOCIAL SERVICES OR THE STATE OF CONNECTICUT, NOR DOES SUCH REGISTRATION EVIDENCE THE ACCURACY OR COMPLETENESS OF THE INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT.



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| <u>Appendix: (Exhibits Updated as Required)</u> | |
| Exhibit A | Life Plan Agreement (Continuing Care Agreement) |
| Exhibit B | Audited Financial Statements, including 2 previous years |
| Exhibit C | Pro Forma Income Statements |
| Exhibit D | Entrance Fees/Periodic Charges |
| Exhibit E | Payment Plans |
| Exhibit F | Statement of Actuarial Opinion |

I. NAME AND ADDRESS OF PROVIDER

SEABURY AT HOME INCORPORATED

222 Wintonbury Ave
Bloomfield, CT 06002

A NOT-FOR-PROFIT, NON-STOCK CONNECTICUT CORPORATION

Parent Corporation

CHURCH HOME OF HARTFORD INCORPORATED

VISION

To Revolutionize the Experience of Aging.

MISSION

We are committed to meeting the physical, spiritual, and emotional needs of the people we serve by providing services, accommodations, and resources that will assure the highest quality of life for residents, clients and employees through a philosophy of “Wellness, Compassion and Assistance.” We are committed to enabling people to lead their lives fully with dignity and joy by the use of resources available to us according to the highest level of good stewardship. We shall make every effort to furnish financial assistance when needed to assure use of our facilities and services. We are committed to carrying out our purpose, by fully accepting God’s love and all that means both for us and all whom we serve.

Operating Statement

*Seabury Empowers People to be Actively Engaged
and Live Fully with Passion.*

II. OFFICERS AND DIRECTORS

Church Home of Hartford Incorporated (CHHI) is a non-profit corporation established in 1876 and affiliated with the Episcopal Diocese of Connecticut. CHHI is responsible for the general oversight of Seabury, a traditional Life Plan Community (formerly known as Continuing Care Retirement Community (CCRC)), providing housing, services, and healthcare to residents. CHHI serves as the sole member for Seabury At Home Incorporated, established in 2006, to serve Connecticut seniors that desire to remain at home as they age. The Seabury At Home Board of Directors is responsible for the oversight of Seabury At Home. Members of the CHHI and Seabury At Home Boards of Directors are listed below.

No individuals or other entities hold any ownership interest in either corporation.

BOARD OF DIRECTORS

| | |
|--|--|
| <p>Mr. Thomas E. Andersen *2017 Bartlett Brainard Eacott, Incorporated 70 Griffith Road South Bloomfield, CT 06002-1352</p> | <p>Dr. Jonathan A. Dixon *2018 Vice President Hartford Hospital Rheumatology Clinic 85 Seymour Street, Suite #601 Hartford, CT 06106</p> |
| <p>Ms. Doris Armstrong *2016 400 Seabury Drive, Apt. 4188 Bloomfield, CT 06002</p> | <p>The Right Rev. Ian T. Douglas **EO Chairman, Ex Officio Episcopal Diocesan House 290 Pratt Street, Box 52 Meriden, CT 06450</p> |
| <p>Mr. Bradford S. Babbitt *2016 Robinson & Cole LLP 280 Trumbull Street Hartford, CT 06103</p> | <p>Dr. Donna R. Galluzzo *2017 Corridor Group 8 Research Parkway Wallingford, CT 06492</p> |

| | | | |
|--|--------------|---|--------------|
| Mr. Paul Glover III ISG Holdings 20 Waterside Drive Farmington, CT 06032 | *2018 | Mr. Robert Stanwood Secretary 21 Stuart Drive Bloomfield, CT 06002 | *2016 |
| Mr. Gale A. Mattison President 12 Sandhurst Drive West Hartford, CT 06107 | *2018 | Mr. William J. Thompson Treasurer Milliman, Inc. 80 Lamberton Road Windsor, CT 06095 | *2018 |
| Dr. Marnie W. Mueller 102 N. Beacon Street Hartford, CT 06105 | *2018 | Mr. James Trail 400 Seabury Drive, Apt. 3191 Bloomfield, CT 06002 | *2017 |
| The Rev. Erl G. Purnell 48 Overlook Terrace Simsbury, CT 06070 | *2018 | Mr. John R. Wadsworth 292 Fern Street West Hartford, CT 06119 | *2017 |
| Mr. Harold L. Rives III New England Guild Wealth Advisors 139 Simsbury Road Avon, CT 06001 | *2016 | BISHOP'S REPRESENTATIVE The Rev. Canon Wilborne A. Austin St. Stephen's Episcopal Church 590 Bloomfield Avenue Bloomfield, CT 06002 | |
| The Rev. George C. Roberts St. Jame's Church 3 Mountain Road Farmington, CT 06032 | *2016 | Mr. A. Raymond Madorin Director Emeritus 300 Mountain Spring Road Farmington, CT 06032 | |
| *Term Expires ** Ex Officio | | | |

Executive Vice President & CEO Richard C. Heath is responsible for the day-to-day management of the organization.

SEABURY AT HOME BOARD OF DIRECTORS

| | | | |
|--|--------------|---|--------------|
| The Rev. Jeffrey S. Dugan President 102 Seabury Drive Bloomfield, CT 06002 | *2016 | John (Jay) F. Kearns III Kearns & Kearns 1121 New Britain Avenue West Hartford, CT 06110 | *2016 |
| Dr. Donna R. Galluzzo Corridor Group 8 Research Parkway Wallingford, CT 06492 | *2017 | Mr. A. Raymond Madorin 300 Mountain Spring Road Farmington, CT 06032 | *2017 |
| Mrs. Winifred Granger 337 Seabury Drive Bloomfield, CT 06002 | *2017 | Mr. Joseph P. Merritt Secretary Treasurer 31 Woods Road Bloomfield, CT 06002 | *2018 |
| Mr. Richard C. Heath Vice President Seabury 200 Seabury Drive Hartford, CT 06002 | *2018 | Mr. Ronald Theriault Ovation 5 Batterson Park Road, Suite 1 Farmington, CT 06032 | *2017 |
| | | *Term expires ** Ex Officio | |

III. BUSINESS EXPERIENCE

- Church Home of Hartford Incorporated has provided housing with support services for older adults in the Hartford area continuously since 1876. Church Home of Hartford Incorporated d/b/a Seabury has been operating a Life Plan Community (Continuing Care Retirement Community (CCRC) since 1992. Seabury At Home Incorporated was developed in 2006 and began operating as a Life Plan Community Without Walls (continuing care retirement community without walls) in October 2008.

- Seabury Care Now was developed in October 2010, and is a non-medical homemaker-companion agency registered with the Connecticut Department of Consumer Protection. This agency provides homemaker, companion, and personal care assistance to residents on campus, Seabury At Home members, and clients off campus.

IV. JUDICIAL PROCEEDINGS

Neither Church Home of Hartford Incorporated, Seabury At Home Incorporated, nor any of either organization's officers or directors has been convicted of a felony or pleaded nolo contendere to a felony charge or held liable or enjoined in a civil action by final judgment involving fraud, embezzlement, fraudulent conversion or misappropriation of property, or had any business or health care licenses or permits suspended or revoked by any jurisdiction within the last five years. Neither corporation nor any of its officers or directors is subject to a currently effective injunction, or restrictive or remedial order of a court of record.

V. AFFILIATION

Church Home of Hartford Incorporated and Seabury At Home Incorporated are affiliated with the Episcopal Diocese of Connecticut and is a recognized mission of the Diocese; however, the Diocese will have no responsibility for the financial and contractual obligations of Church Home of Hartford Incorporated or Seabury At Home Incorporated. Church Home of Hartford Incorporated and Seabury At Home Incorporated are both tax-exempt organizations under Section 501(c) (3) of the Internal Revenue Code.

The Board of Directors for both Seabury At Home, Inc. and the Seabury Charitable Foundation, Inc. developed a joint Limited Liability Corporation (Seabury At Powder Forest, LLC). This LLC was formed to purchase 15 acres of land at 200 Powder Forest Drive, Simsbury, CT. Each corporation will assume half the debt, which is simply the transfer of a cash investment to a land investment. It is important to emphasize that this land is for future development and will not be actively developed until Phases B&C of Seabury's current expansion plan are completed.

VI. DESCRIPTION OF PROPERTY

Seabury At Home is affiliated with Seabury. The common areas and amenities of the Seabury Campus are open to Seabury At Home Members on a daily basis. The Views (assisted living/residential care), Seabury Meadows (assisted living Memory Support Center) and the Davis Center and the Brewer Center (skilled nursing) are available on an as-needed and as-available basis (Exhibit A Continuing Care Agreement). The following is a description of Seabury. The specific services available to Seabury At Home members are described in the attached Life Plan Agreement (Continuing Care Agreement).

Seabury is an Active Life Plan Community (formerly known as a Continuing Care Retirement Community (CCRC)), providing housing, services, and health care to residents. The Community is located in Bloomfield, Connecticut, on a parcel of sixty-six acres north of Wintonbury Avenue at the intersection of School Street.

Seabury is composed of the following individual components:

- The Commons – containing all social, recreational, and support services, including: administrative suite, auditorium, salon & spa, bistro, community activity space, convenience shop, exercise room (fitness center and natatorium), library, chapel, game room, greenhouse, woodshop, community and private dining rooms, food preparation, maintenance, housekeeping, and laundry.
- Davis Center and Brewer Center – 60 skilled nursing care beds.
- The Views – 49 assisted living beds, 22 of which are licensed Residential Care Facility beds.
- Apartment Building – 153 apartments include studios, one and two bedroom and two bedrooms with a den.
- Cottage Clusters – 34 cottages include one and two bedroom and two bedrooms with a den, and 5 Villas that are two bedrooms with a den and two-car garages.

- Seabury Meadows – A 58-unit Alzheimer’s/Assisted Living facility operated by Seabury. There are 14 licensed Residential Care Facility beds.
- Seabury Visiting Nurses – Seabury has its own Home Care Agency, licensed by the State of Connecticut. Comprehensive home health care services can be provided for short-term assistance in your home. Seabury Visiting Nurses is Medicare certified.
- Seabury Wellness Clinic – Registered Nurses are available in the Wellness Clinic for consultation, administration of medication, wellness counseling/ health promotion, and other services. Physician services are available for scheduled appointments.
- Rehabilitative Services - Seabury has an on-site, licensed Medicare-certified Rehabilitation Department that provides inpatient/outpatient physical, occupational, and speech therapies.

VII. CAMPUS STRATEGIC REPOSITIONING PLAN

The Seabury Strategic Repositioning Plan consists of several phases of work, which will expand, update and enhance the existing campus. Construction of the project commenced April, 2015, and is scheduled to be completed in the fall of 2018.

Phase A expanded the administrative offices, main entrance, lobby and main kitchen. It also included the new expanded bistro addition. The resident post office boxes were relocated and an improved “Community Activity Space” was constructed above the new salon/day spa (on the entrance level). In addition, all areas in the Commons building were redecorated. Additional parking spaces have been added at the North end of the campus. Full campus generation has also been included as part of Phase A.

Seabury has obtained a BB rating from Fitch. The finance team closed \$34.5 million financing for Phase A with an average yield of 4.73%.

The start of construction for Phase B & C was contingent on several items, including appropriate level of pre-sales (60%) deposits (10% of entrance fee per residence) for Independent Living Apartments, financing, feasibility study, Guaranteed Maximum Price construction contract with qualified construction firm and Board approval. The project was funded with tax

exempt bonds. The total hard cost construction is estimated to be approximately \$48.5 million. The anticipated entrance fees collected during fill-up is estimated to be \$25.7 million.

Phase B will include 68 new independent-living apartments, an underground parking garage (approx. 71 spaces), and a new chapel (seating for approx. 225). A fitness and wellness satellite area, additional meeting spaces for continuing education, and surface parking spaces for accessibility to the new wing will be included as part of Phase B.

The pricing for new independent Living residences is as follows:

| Independent Living | | Number of Units | Square Footage | 2017 2% Plan | |
|--------------------------|------------------------|-----------------|----------------|-----------------|----------------|
| | | | | Single | Couple |
| Unit Type | Unit Name | | | | |
| One Bedroom 1.5 Bath Den | The Wilcox Style A | 2 | 1108 | 260,674 | 317,071 |
| One Bedroom 1.5 Bath Den | The Wilcox Style B | 4 | 1118 | 260,674 | 317,071 |
| One Bedroom 1.5 Bath Den | The Wilcox Style C | 2 | 1076 | 260,674 | 317,071 |
| One Bedroom 1.5 Bath Den | The Wilcox Style D | 4 | 1086 | 260,674 | 317,071 |
| Two Bedroom 2 Bath Den | The Buckingham Style A | 18 | 1242 | 291,403 | 354,863 |
| Two Bedroom 2 Bath Den | The Buckingham Style C | 2 | 1175 | 291,403 | 354,863 |
| Two Bedroom 2 Bath Den | The Buckingham Style D | 3 | 1086 | 291,403 | 354,863 |
| Two Bedroom 2 Bath Den | The Buckingham Style E | 6 | 1224 | 291,403 | 354,863 |
| Two Bedroom 2 Bath Den | The Grant | 12 | 1344 | 320,284 | 390,383 |
| Two Bedroom 2 Bath Den | The Gillette Style A | 3 | 1496 | 363,953 | 444,088 |
| Two Bedroom 2 Bath Den | The Gillette Style B | 6 | 1504 | 363,953 | 444,088 |
| Two Bedroom 2 Bath Den | The Gillette Style C | 1 | 1494 | 363,953 | 444,088 |
| Two Bedroom 2 Bath Den | The Gillette Style D | 2 | 1502 | 363,953 | 444,088 |
| Two Bedroom 2 Bath Den | The Gillette Style E | 3 | 1626 | 363,953 | 444,088 |
| | | 68 | 1,287 | 307,081 | 374,144 |

| Independent Living Monthly Fees | | | | 2017 | |
|---------------------------------|------------------------|-----------------|----------------|--------------|--|
| Unit Type | Unit Name | Number of Units | Square Footage | Monthly Fees | |
| One Bedroom 1.5 Bath Den | The Wilcox Style A | 2 | 1108 | 4,176 | |
| One Bedroom 1.5 Bath Den | The Wilcox Style B | 4 | 1118 | 4,176 | |
| One Bedroom 1.5 Bath Den | The Wilcox Style C | 2 | 1076 | 4,176 | |
| One Bedroom 1.5 Bath Den | The Wilcox Style D | 4 | 1086 | 4,176 | |
| Two Bedroom 2 Bath Den | The Buckingham Style A | 18 | 1242 | 4,699 | |
| Two Bedroom 2 Bath Den | The Buckingham Style C | 2 | 1175 | 4,699 | |
| Two Bedroom 2 Bath Den | The Buckingham Style D | 3 | 1086 | 4,699 | |
| Two Bedroom 2 Bath Den | The Buckingham Style E | 6 | 1224 | 4,699 | |
| Two Bedroom 2 Bath Den | The Grant | 12 | 1344 | 5,190 | |
| Two Bedroom 2 Bath Den | The Gillette Style A | 3 | 1496 | 5,933 | |
| Two Bedroom 2 Bath Den | The Gillette Style B | 6 | 1504 | 5,933 | |
| Two Bedroom 2 Bath Den | The Gillette Style C | 1 | 1494 | 5,933 | |
| Two Bedroom 2 Bath Den | The Gillette Style D | 2 | 1502 | 5,933 | |
| Two Bedroom 2 Bath Den | The Gillette Style E | 3 | 1626 | 5,933 | |
| | | 68 | 1,287 | 4,966 | |

Phase C will include a new building addition for Seabury's Community Outreach Services (Seabury At Home, Seabury Visiting Nurses and Seabury Care Now), Primary Care (rental space), and specialized rehabilitation services. This addition will also include a new dedicated entry for health care, renovation of existing spaces to accommodate updated and new Assisted Living Apartments (20 one-bedroom/2 two-bedrooms (no net difference), and updated dining, kitchen, and living/activity spaces in Assisted Living. The plan includes 12 new short-term rehab private rooms (non-Medicaid), updated rooms, living/family rooms, salon, dining, and pantry spaces for skilled nursing. Expansion of the existing Rehab and Therapy Suite and the Clinic Suite will also be included in this phase, as well as a new employee entrance.

Seabury plans to combine 26 West Wing residences (26 to 13 apartments) which will reduce its overall inventory.

This section has described the Seabury campus. The specific facilities and services available to Members of Seabury At Home are described below, in Section VII, and in the Seabury At Home Life Plan Agreement (Continuing Care Agreement).

VIII. BENEFITS INCLUDED

Seabury At Home offers several pricing plans that may or may not require co-pays or payment in full by the Member. In addition, services included may vary according to the plan selected. Please refer to Exhibit A and Exhibit E for a complete description of these plans.

As set forth in the attached Life Plan Agreement (Continuing Care Agreement), the specific services provided will vary based upon your needs, as set forth in your Care Plan.

The services noted with an asterisk may be provided by Seabury, Seabury At Home, or a provider of your choosing. Except as otherwise noted, all other services are provided solely through Seabury and/or Seabury At Home.

Services offered under the Life Plan Agreement (Continuing Care Agreement) with Seabury At Home include the following:

ADULT DAY CARE - Adult Day Care programs located throughout the community offering services in a group setting for a scheduled number of hours per week, including transportation, meals, and activities, and which may include personal or nursing care. Seabury At Home does not provide Adult Day Care programs but will assist you in determining the Adult Day Care program that best meets your needs.

ANNUAL PHYSICAL EXAMINATION – Seabury At Home will arrange for an annual *Wellness for Life* Assessment and physical examination completed by Seabury's Board-Certified Geriatrician. If you prefer, Seabury At Home will arrange for a physical examination with your personal physician at your expense. Seabury will keep the results from your exam confidential, and the information will only be used to coordinate services.

COMPANION SERVICES - A companion will be provided if it is determined by Seabury that you need monitoring for safety. If a companion is provided for monitoring, the companion may also provide incidental services such as cooking, dishwashing, laundry, light housekeeping, and errands, if you are unable to perform these chores yourself.

HOME INSPECTION - During the first year of membership and every second year thereafter, Seabury At Home will provide a safety and functional inspection of your home, completed by trained and certified staff,

to ascertain any problems and to make recommendations to you based on the inspection.

HOME NURSING CARE - When needed, you can receive home health care services provided by a registered nurse or a licensed practical nurse. Medicare-covered home health care services may be obtained from a provider of your choosing.

LIFESTYLE AND WELLNESS PROGRAMS - These services include exercise classes, art classes, care-giver training, wellness seminars, speakers, day excursions, and use of Seabury's swimming pool. Some programs are free for Members, while others may have a small fee for participation.

LIVE-IN ASSISTANCE - If you need assistance 24-hours a day, seven days a week, you can have a live-in Personal Care Aide or Companion.

MEALS/GROCERIES - Seabury At Home will coordinate the delivery of meals and/or the delivery of groceries on behalf of a Member who is unable to drive and/or cook; however, the Member will be charged for the cost of the meals and groceries.

MEDICATION MANAGEMENT – Your Personal Health Coordinator will arrange for medication management and cueing, if necessary. A periodic review of medication interactions can also be performed.

ASSISTED LIVING* - If staying at home ever becomes unsafe, Assisted Living is included for Members of Seabury At Home (except Sterling and Copper Plan Members). Assisted Living is utilized when someone requires substantial assistance with two or more activities of daily living and 24-hour supervision for safety, but does not need the medical care that a nursing home provides.

NURSING HOME* - If your health changes and you can no longer remain in your home or Assisted Living, Nursing Home Care is also included for Members (except for Sterling and Copper Plan Members). Nursing homes provide 24-hour nursing and medical supervision.

PERSONAL CARE AIDE SERVICES - If you need assistance with your personal care, such as bathing or dressing, a personal care aide will be provided for you in your home.

PERSONAL HEALTH COORDINATION – You will be assigned Personal Health Coordinators to coordinate any services you may need. The Personal Health Coordinators will work closely with you, your family, and your physician to have the right services delivered to you in your home or, when necessary, in a facility. A member of the Health Coordination staff will be available to you, via phone, 24 hours a day, 7 days a week.

PERSONAL EMERGENCY RESPONSE SYSTEM - Seabury At Home will provide a personal emergency response system in your home with 24-hour coverage when requested.

REFERRAL SERVICES - You can obtain a referral from Seabury At Home for any type of service you may need to stay in your home. Examples of these services are legal, financial planning, home maintenance, rental of medical equipment, etc. The referral service is available at no cost to Members; however Members are responsible for the cost of any services rendered by the referred service providers.

TRANSPORTATION - Seabury At Home will provide non-emergency transportation (except for Titanium Care and Titanium Plan Members) to and from medically necessary outpatient surgery and procedures, and will provide transportation to your home upon discharge from the hospital. If a private aide is necessary to accompany you for transport, you will be charged.

IX. INTEREST ON DEPOSITS

Seabury At Home is not required to hold any amounts that Members pay in escrow and, therefore, no interest will be paid to you on any amounts paid.

X. TERMINATION OF CONTRACT

Conditions under which the contract may be terminated and procedures for termination are described in Section VI of the Life Plan Agreement (Continuing Care Agreement) (Exhibit A).

XI. RIGHTS OF SURVIVING SPOUSE

Seabury At Home enters into separate Continuing Care Agreements with each Member whether or not he/she is married. The death of a spouse does

not impact the rights and obligations of the surviving spouse set forth in the Continuing Care Agreement.

XII. NON-LIFE-CARE SPOUSE

Seabury At Home has a separate Wellness Pass Agreement for the Member whose spouse does not qualify for Life Care. The death of a Member does not impact the rights and obligations of the surviving spouse set forth in the Wellness Pass Agreement.

XIII. MARRIAGE OF A RESIDENT

The marriage of a Member does not change the responsibilities of either party, since Seabury At Home has separate Continuing Care Agreements with each Member whether or not he/she is married.

XIV. TAX CONSEQUENCES

Payment of a membership fee pursuant to a Life Care Contract (Continuing Care Contract) may have significant tax benefits or consequences. Any person considering such a payment may wish to consult a qualified advisor.

XV. RESERVE FUNDING

Funds have been set aside in a Money Market Fund with Vanguard, sufficient to cover the total cost of operations for the organization for a one-month period.

XVI. FINANCIAL STATEMENTS

Audited and certified consolidated financial statements of Church Home of Hartford Incorporated, the parent organization of Seabury At Home, including the current balance sheet and income statements, are provided in Exhibit B.

XVII. PRO FORMA INCOME STATEMENTS

Exhibit C contains the pro forma (estimated) financial statements for Seabury At Home, including estimated balance sheets, income statements and statements of cash flows for the next three years of operation.

XVIII. MEMBERSHIP FEES & PERIODIC CHARGES

Membership and monthly fees for Seabury At Home are set forth in Exhibit D.

XIX. DEPARTMENT OF SOCIAL SERVICES FILINGS

Seabury At Home has filed with the Department of Social Services all materials which it understands are required by State law governing Continuing care at Home, including the Disclosure Statement and Continuing Care Contract. These materials are available for review at the Department of Social Services, located at 55 Farmington Avenue, Hartford, CT 06105-3724.

EXHIBIT A

LIFE PLAN AGREEMENT (CONTINUING CARE AGREEMENT)

LIFE PLAN AGREEMENT (FORMERLY KNOWN AS A
CONTINUING CARE AGREEMENT)

SEABURY AT HOME INCORPORATED

A non-profit corporation with Church Home of Hartford Incorporated,
an affiliate of the Episcopal Diocese of Connecticut, as the sole member.

A Life Plan Contract (Continuing Care Contract) is a financial investment, and your investment may be at risk. Seabury At Home's ability to meet its contractual obligations under such contract depends on Seabury At Home's financial performance. We advise you to consult an attorney or other professional experienced in matters relating to investments in Life Plan Communities (continuing care facilities) and programs before you sign a Life Plan Contract (Continuing Care Contract). The Department of Social Services does not guarantee the security of your investment.

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SEABURY AT HOME

I. INTRODUCTION

1. GENERAL

This is the Life Plan Agreement (Continuing Care Agreement) (“Agreement”) between you (whom we shall refer to as "you" or the “Member”) and Seabury At Home Incorporated (which we shall refer to as "we," "us," "Seabury At Home," or the "Provider").

We have divided this Agreement into several parts in order to make it easier to read and to find any particular part.

2. ACCEPTANCE INTO SEABURY AT HOME

As a condition of membership in Seabury At Home, applicants are required to be at least fifty (50) years of age or older, and in good health at the time of membership. You will be required to provide a medical history, medical records and to have a physical evaluation within thirty (30) days before membership by a professional designated by Seabury At Home. Seabury At Home will comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the HITECH Act of 2009, and amendments under the new HIPAA Omnibus Rule of 2013. Your consent to share medical information for the purpose of care planning and the provision of Services will be required as a Member of Seabury At Home. As a further condition of membership in Seabury At Home, applicants are required to qualify financially prior to membership.

3. TERMS AND CONDITIONS OF THIS AGREEMENT

A. SERVICES

Seabury At Home will provide you the Services described in this Agreement according to the terms and conditions described in this Agreement and in a manner consistent with the objective of enabling you to maintain your own living arrangement in your Home for as long as is practicable.

You agree to accept and pay for the Services as set forth in this Agreement and to abide by the rules of Seabury at all times while on the Seabury campus.

B. PLAN SELECTION AND FEES

Plan options and associated fees are described in Exhibits D and E. The Plan option and associated fees for your selected Plan are detailed in Exhibit A.

C. EFFECTIVE DATE OF MEMBERSHIP

The effective date of membership is the date this Agreement is executed by both parties ("Membership Date"). At that time, your Personal Health Coordinator will initiate a *Wellness for Life* Assessment. Care will be deemed to have commenced on the date the initial *Wellness for Life* Assessment is completed.

This Agreement will remain in effect until it is terminated in accordance with Section VI of this Agreement (the "Termination Date").

D. MEMBERSHIP FEE

You will pay to Seabury At Home the Membership Fee specified in Exhibit A and Section I.3.B. (above), upon execution of this Agreement.

II. DEFINITIONS

All terms not defined here shall have the meanings ascribed to them in the Agreement, or their common meaning.

ADL (Activities of Daily Living) Deficiencies means deficiencies, as determined by the Health Coordination Team, in activities of daily living such as bathing, dressing, eating, transferring, walking, mobility, grooming, and continence. Those persons deemed to have ADL Deficiencies may include, but may not be limited to, those who need personal assistance, those with Alzheimer's disease or any type of dementia disorder, those who are bed bound or homebound, or those who need special equipment to ambulate (i.e. wheelchair or walker).

Adult Day Care Services means a facility that offers a program of services in a group setting for a scheduled number of hours per week. Elements of an adult day care program usually include transportation, meals and activities (both health related and social), and may include personal or nursing care.

Assisted Living Facility means a registered Managed Residential Community where nursing and personal care services are provided by an Assisted Living Services Agency licensed by the State of Connecticut. Assisted Living Services are provided exclusively for residents who require substantial assistance with at least two ADLs, twenty-four (24) hour supervision for safety, and who are Determined To Be Appropriate for assisted living services.

Average Cost of Care means the Average Cost of Care for a particular service, such as Adult Day Care Services, will be provided to you upon request.

Care Plan means the written plan of Services, including type of Service, start date, quantity, frequency, duration of service, name of approved provider, and any special considerations, which is developed and approved by the Health Coordination Team for each Member based on the *Wellness for Life* Assessment of the Member's needs. The Care Plan is agreed to and signed by you.

Companion means a person designated by Seabury At Home to provide Companion Services to a Member at the Member's Home.

Companion Services means those services provided by a Companion when you need monitoring for safety. If a companion is provided for monitoring, the companion may also provide incidental services such as cooking, dishwashing, laundry, light housekeeping, and errands, if you are unable to perform these chores yourself.

Cost of Care means the Cost of Care for Assisted Living Facility services and Nursing Home services based upon Seabury's published fees for Assisted Living and Skilled Nursing.

Designated Health Care Representative means your attorney-in-fact for healthcare, health care representative, or conservator of person.

Designated Service Area means Seabury At Home's area of coverage for Services, as defined by Seabury At Home. The Designated Service Area may be altered from time to time at the sole discretion of Seabury At Home. No change in

the Designated Service Area by Seabury At Home will adversely affect your access to services under this Agreement.

Determined To Be Appropriate means the Health Coordination Team, utilizing industry standards and accepted standards of healthcare practice, has assessed your medical and functional status and concluded that Services are medically necessary and will be provided by Seabury At Home, or another provider as specified in this Agreement.

Disclosure Statement means the Disclosure Statement of Seabury At Home provided to you pursuant to The Act.

Facility-Based Services means services provided in a facility other than the Home, including Assisted Living and Nursing Home Facilities.

Health Coordination Team means the persons appointed by Seabury At Home for the Member, comprised of the Director of Health Coordination (or his or her designee), a representative of administration, and, in the case of medical and health care Services, Seabury At Home's Medical Director (or his or her designee) and other clinical professionals as deemed appropriate, in consultation with the Member and/or the Member's Designated Health Care Representative. The Health Coordination Team may change from time to time both as to titles and personnel, at Seabury At Home's sole discretion.

Home means the private home in which you, the Member, currently reside and which is indicated at the beginning of this Agreement, and any other private home within the Designated Service Area to which you may move at a later date. Members who relocate beyond the Designated Service Area will not be eligible for Home Services under this Agreement. The address of the Home must be provided to Seabury At Home prior to the membership, and any change in the Home address must be provided to Seabury At Home as soon as possible.

Home Services means Services provided by Seabury At Home in a Member's Home.

Licensed Practical Nurse or LPN means a person licensed to practice practical nursing in the State of Connecticut.

Licensed Practical Nurse or LPN Services means practical nursing care including medication administration and treatments.

Lifestyle and Wellness Services means programs offered by Seabury At Home free of charge or for an applicable fee for service, including but not limited to, exercise classes, art classes, wellness seminars, speakers, and day excursions. Members will be advised of the schedules and the cost of these programs on an as-offered basis.

Live-in Assistance means 24-hour assistance by a Companion or Personal Care Aide in your Home.

Meals and/or Groceries means nutritious food, either frozen or fresh, delivered to your Home when you are determined to be unable to drive and/or cook. Seabury At Home will arrange for a maximum of two meals per day and reserves the right to deliver several meals at one time to be stored in the Member's freezer. Seabury At Home will pay for the delivery of meals and/or delivery of groceries on behalf of the Member; however, the Member will be charged for the cost of the meals and groceries.

Medical Director means a physician appointed from time to time by Seabury At Home to oversee the provision of medical and health care services to Members.

Nursing Home Facility means a facility licensed by the State of Connecticut to provide nursing home services.

Personal Care Aide means an unlicensed person who has successfully completed a training and/or competency evaluation program approved by the Connecticut Department of Public Health and designated by Seabury At Home to provide Personal Care Aide Services to the Member at the Member's Home.

Personal Care Aide Services may include assistance with bathing and dressing, an established activity regimen such as range of motion exercises, nutritional needs such as feeding assistance, simple maintenance of the Member's environment, and medication reminders.

Personal Emergency Response System means an in-home, 24-hour electronic alarm system activated by a signal to a central switchboard. Seabury At Home will pay for this system on behalf of the Member. This system allows Members to obtain assistance in the event of an emergency.

Personal Health Coordinator means the person or persons appointed by Seabury At Home to be responsible for coordinating the needs of each Member for Services, conducting specific needs assessments, and making recommendations for Services. The Personal Health Coordinators' recommendations for Services are subject to review and final determination by the Health Coordination Team.

Prevailing Rate means the current per diem rate charged by a particular Adult Day Care Program, Assisted Living, or Nursing Home Facility.

Referral Service means a service provided by Seabury At Home, acting as an intermediary between you and third party vendors, whereby Seabury At Home makes referrals to you for services such as home maintenance, housekeeping, snow removal, lawn care, etc., at costs payable in full by the Member.

Registered Nurse (RN) means a person licensed to provide registered nurse services in the State of Connecticut.

Registered Nurse Services include assessment, medication administration, and treatments.

Services means any assistance, including Health Coordination, Annual Physical Examinations, Home Inspection, Home Services (including Companion Services, Personal Care Aide Services, Live-in Assistance, Licensed Practical Nurse Services, Registered Nurse Services, Personal Emergency Response System, Meals and Adult Day Care), Facility Based Services (including Assisted Living and Nursing Home, with exception of Sterling and Copper Plans), Transportation Services, Referral Services, and Lifestyle and Wellness Programs provided to Members at Seabury At Home's cost, subject to applicable co-payments, pursuant to this Agreement.

The Act means PA. 86-252, an Act concerning management of continuing care facilities (Conn. Gen. Stat. 17b-520 et seq.) as amended.

Transportation Services means non-emergency transportation provided by Seabury At Home (if you are unable to drive or instructed by your physician not to drive) to and from medically necessary outpatient surgery or procedures, which may include, but are not limited to, cataract removal, chemotherapy treatments, and surgical biopsies. This does not include transportation for regular physician office visits, dialysis, and specialist appointments. We will also provide transportation to your Home upon discharge from the Hospital. If a private aide is necessary to accompany you for transport, you will be charged.

II. OUR RESPONSIBILITIES TO YOU AS A MEMBER

Seabury At Home shall provide to you the following Services when they are Determined to Be Appropriate on the conditions set forth in this Section. The particular Services that will be provided will be specified in your Care Plan. Unless otherwise specified, charges for these Services are included, with applicable co-payments, in the fees as set forth in Exhibit A attached to this Agreement. These Services must be provided by Seabury At Home or Seabury except as specified in this Section.

1. HEALTH COORDINATION

You will be assigned Personal Health Coordinators to manage any services you may need. Under the direction of the assigned Personal Health Coordinators, the Health Coordination Team shall prepare a Care Plan to address your particular needs during the term of this Agreement. All decisions involving your care will be made by the Health Coordination Team following consultation with you or your Designated Health Care Representative.

2. ANNUAL PHYSICAL EXAMINATION

Seabury At Home will provide an annual physical examination at no charge to you by a professional of Seabury At Home's choosing. If you prefer, you may have annual physical examinations performed by a provider of your choosing at your expense. The results of the examination must be made available to your Personal Health Coordinator upon request.

3. HOME INSPECTION

During the first year of membership and every second year thereafter (unless we determine circumstances or a member's health condition justify more frequent inspections), Seabury At Home will provide a functional inspection of your Home for the purpose of ascertaining any functional and safety problems, and will make recommendations to you based on the inspection. Seabury At Home will also make energy audits available through trained Seabury staff. Seabury At Home does not, however, represent that it will undertake steps necessary to effectuate any such recommendations. Any recommended changes or corrections are the Member's sole responsibility. It is your choice to make recommended changes or corrections to your Home. To aid you in securing necessary goods or services, Seabury At Home will make available a list of possible vendors of such goods and services. You are solely responsible for the full cost of any improvements to your Home as a result of the Home Inspection.

4. PERSONAL EMERGENCY RESPONSE SYSTEM

At your request, Seabury At Home will provide you with a Personal Emergency Response System in your Home. This system will allow you to obtain assistance in the event of an emergency.

5. PRIORITY WAIT LIST PLACEMENT

At your request, Seabury At Home will place your name on Seabury's Priority Wait List for Independent Living on the campus, based on the Membership date. Requests must be made in writing, indicating apartment and cottage selections. Members may select up to three styles of residences. The Membership date will be used as the Priority Wait List date for up to six months. After six months, the Priority Wait List date will be based on the date of request for specific residences.

6. HOME SERVICES

Home Services will be provided as Determined to Be Appropriate by the Health Coordination Team. A Member must exhibit at least one or more ADL Deficiencies to be eligible for the following Home Services. All Home Services, except Adult Day Care and Medicare-covered home health care and rehabilitation services, must be provided by Seabury At Home and/or Seabury to be eligible for coverage, unless authorized first by Seabury At Home. Seabury At Home members

utilizing home services will be subject to the terms and conditions of the Seabury Care Now service agreement regarding shift cancellations, overtime payments, personal vehicle usage for transportation and mileage reimbursement. Adult Day Care and Medicare-covered home health care and rehabilitation services may be provided by a provider of your choosing. We may require an examination by the Medical Director (or his or her designee) to determine eligibility for the following Services defined in Section II.

- A. ADULT DAY CARE
- B. COMPANION SERVICES
- C. DELIVERY OF MEALS/ GROCERIES
- D. LICENSED PRACTICAL NURSE SERVICES
- E. LIVE-IN ASSISTANCE
- F. PERSONAL CARE AIDE SERVICES
- G. REGISTERED NURSE SERVICES

7. FACILITY-BASED SERVICES

When Determined To Be Appropriate by the Health Coordination Team and prescribed by a physician, Seabury At Home will provide Facility-Based Services (except for Sterling and Copper Plans), including Assisted Living in a private accommodation and Nursing Home Services in a semi-private accommodation, or you may select a facility as set forth in Paragraph 14 of this Section. Seabury At Home may require an examination of the Member by the Medical Director (or his or her designee) to determine eligibility for Facility-Based Services. Seabury At Home will not be responsible for any ancillary charges such as laundry, prescription drugs, medical supplies, telephone, or television.

8. TRANSPORTATION SERVICES

If you are unable to drive or instructed by your physician not to drive, Seabury At Home will provide non-emergency transportation to and from medically necessary outpatient surgery or procedures which may include, but are not limited to, cataract

removal, chemotherapy treatments, and surgical biopsies. Seabury At Home will provide up to (3) non-emergency transports per year (except for Titanium Care and Titanium Members). This does not include transportation for regular physician office visits, dialysis, and specialist appointments; however, we will assist in coordinating these services for you. We will also provide transportation to your Home upon discharge from the hospital.

9. REFERRAL SERVICE

Members will have access to a Referral Service for additional services not provided under this Agreement. These may include landscape maintenance, legal, financial planning, home maintenance, and rental of medical equipment. The Referral Service is available at no cost to you; however, you are responsible for the cost of any services rendered by the referred service providers.

10. LIFESTYLE AND WELLNESS PROGRAMS

These programs will be offered from time to time free of charge, or for an applicable fee for service, including but not limited to exercise classes, art classes, wellness seminars, speakers and day excursions. Members will be advised of the schedules and the cost of these programs on an as-offered basis.

11. LIMITATION ON PAYMENT FOR HOME SERVICES

Seabury At Home may limit payment for Home Services (personal care aide, licensed practical nurse, registered nurse, companion, live-in assistance, personal emergency response system, delivery of groceries/meals, and adult day care), for Platinum, Gold, Gold Plus, Silver, Sterling and Copper Plan Members, if the aggregate cost of all such Home Services for any thirty-day period exceeds the Cost of Care for Facility Based Services where the Member would otherwise be eligible. In such cases, Seabury At Home shall limit payment for such Home Services to the equivalent of the Cost of Care for all days following the thirty-day period. You may either transfer to an Assisted Living or Nursing Home Facility, or pay the difference between the cost of the Home Services and the Cost of Care in a facility where you would otherwise be eligible.

12. EXCLUSIONS

You agree to pay the costs of the following services, whether provided at Seabury At Home or elsewhere, to the extent that they are not covered by other insurance or assistance programs:

- charges of any physician, APRN, podiatrist, chiropractor or therapist;
- prescription drugs and medical supplies;
- vision, hearing, and dental care, including all supplies, equipment and appliances;
- orthopedic appliances;
- mental health and substance abuse services;
- ancillary charges imposed by any outside health provider or institution;
- other health-related costs which are customarily considered extra charges by facilities providing services similar to those provided to you by Seabury;
- IV insertion;
- ventilator care;
- ambulance and other specialized medical transportation services, including the cost of a private aide, if needed for transport; and all other services not specifically included in this Agreement.

13. ILLNESS OR INJURY AWAY FROM THE DESIGNATED SERVICE AREA

In the event you suffer an illness or injury while away from the Designated Service Area, you shall make every reasonable effort to notify your Personal Health Coordinator as soon as possible. We shall have no responsibility to pay for your health care or nursing care resulting from such illness or injury, unless Seabury At Home first authorizes such care after consultation with the treating physician. However, after you return home, we shall assume the responsibility to provide those services deemed necessary by your physician and by the Medical Director, in accordance with the terms of this Agreement. Seabury At Home shall be responsible for the reimbursement of services based on terms of this agreement for Members requiring services outside of Connecticut, assuming Seabury At Home first authorizes such care after consultation with the treating physician.

14. PAYMENT FOR SERVICES NOT PROVIDED BY SEABURY OR SEABURY AT HOME

You may choose to enter an Assisted Living or Nursing Home Facility other than Seabury either within or outside the Designated Service Area with the approval of your Health Coordination Team. Seabury At Home will pay the facility (except for Sterling and Copper Plans) a per diem amount not to exceed the actual Cost of Care based upon Seabury's published fees for Assisted Living, Memory Care and or Skilled Nursing (Facility Based Services). You will be responsible for any difference between the Prevailing Rate and the Cost of Care. The per diem amount will not exceed the actual Prevailing Rate where care is provided.

Members will receive Adult Day Care services from a provider of the Member's choosing within or outside the Designated Service Area with the approval of your Health Coordination Team. Seabury At Home will pay the provider an amount not to exceed the Average Cost of Care. You will be responsible for any difference between the Prevailing Rate and the Average Cost of Care.

In the event that space for you is not available in Seabury's Nursing Home or Assisted Living, Seabury At Home will arrange for your temporary care in another facility until space becomes available. Seabury At Home will pay the facility (except for Sterling and Copper Plans) a per diem amount not to exceed the Cost of Care or Prevailing Rate. You will be responsible for any difference between the Prevailing Rate and the Cost of Care. Neither Seabury At Home nor Church Home of Hartford, Incorporated will be responsible for any injuries sustained or damages incurred by you while you receive temporary care in such other facility.

15. DECISIONS INVOLVING PERMANENT TRANSFER FROM YOUR LIVING ACCOMMODATION

All decisions involving permanent transfer from the Member's current living accommodation (including Home, Assisted Living Facility or Nursing Home Facility), to another accommodation must be Determined To Be Appropriate by the Health Coordination Team (except for Sterling and Copper Plans). Such decisions shall be made in consultation with the Member or, in case of incapacity, with the Member's Designated Health Care Representative.

When it is determined by the Health Coordination Team that the Member is no longer mentally and/or physically able to function safely in his or her current living accommodation, a recommendation will be made for the Member to transfer to a more appropriate level of care as Determined To Be Appropriate. If the Member refuses such a transfer, this Agreement will be terminated in our sole discretion in accordance with Section VI.

Platinum, Gold, Gold Plus, Silver, Titanium Care and Titanium Plan Members will continue to pay the monthly fee set forth in Section I.3. upon transfer to an Assisted Living Facility or Nursing Home Facility, in addition to any co-payments required by the payment plan selected by the Member.

If the Member elects to transfer to an Assisted Living Facility or a Nursing Home Facility and such a transfer is not Determined To Be Appropriate, this Agreement will be terminated in our sole discretion in accordance with Section VI.

For Sterling and Copper Plan Members, the Seabury At Home Agreement will terminate in accordance with Section VI once you transfer to an Assisted Living Facility or a Nursing Home Facility.

If you decide to move to independent living on the Seabury campus, you must follow the termination process outlined in Section VI of the Agreement and the conditions of refund described in that section will apply. The refund of the portion of the Membership Fee to which you are entitled may be applied to your entrance fee for the Seabury apartment or cottage.

IV. YOUR RESPONSIBILITIES AS A MEMBER

1. RULES

You agree to abide by the rules of Seabury when on the Seabury campus.

2. RIGHTS OF MEMBERS

Your rights as a Member under this Agreement are those rights and privileges expressly granted to you in this Agreement or by Connecticut law.

3. RIGHT OF ENTRY

You shall permit authorized employees and providers entry into your Home at any time in case of emergencies, for scheduled meetings with your Personal Health Coordinator, and to provide Services. Seabury At Home recognizes your right to privacy and will limit entry to your Home as described in the aforementioned sentence.

4. REAL PROPERTY

Your rights and privileges, as granted herein, do not include any right, title, or interest whether legal, equitable, beneficial, or otherwise, in or to any part of the real property, including land, buildings, and improvements owned or operated by Church Home of Hartford, Incorporated.

5. SUBORDINATION OF RIGHTS

Any of your rights, privileges, or benefits arising under this Agreement shall be subordinate and inferior to all mortgages, security interests, deeds of trust, and leasehold interests granted to secure any loans or advances made to Church Home of Hartford, Incorporated or to Seabury At Home, Incorporated, their related entities, or their successors, now outstanding or made in the future, in the real property and improvements constituting Seabury, and subordinate and inferior to all amendments, modifications, replacements, refunding or refinancing thereof. You agree that, upon the request of Seabury At Home or Church Home of Hartford, Incorporated, you will execute and deliver any and all documents, which are alleged to be necessary, or required to effect or evidence such subordination.

6. RESPONSIBILITY FOR DAMAGES

You will be responsible for any costs incurred in replacing, maintaining or repairing any loss or damage to the real or personal property of Seabury At Home, Incorporated, Church Home of Hartford, Incorporated, or other facility caused by the negligence or willful misconduct of you, your guests, agents, employees, or pet.

7. PROTECTION OF PERSONAL AND REAL PROPERTY

Seabury At Home is not responsible for the loss of any personal property belonging to you due to theft, fire, or any other cause. You may wish to obtain insurance at your own expense to protect against such losses.

8. INDEMNIFICATION

You will indemnify Seabury At Home and hold it harmless for any injury to employees or any third person which arises from your negligent or intentional

action. You may wish to obtain insurance at your own expense to cover this obligation.

9. MEDICARE, SUPPLEMENTAL INSURANCE REQUIREMENTS AND THIRD-PARTY REIMBURSEMENT

You are, or shall be when eligible, enrolled in Medicare Part A, Medicare Part B and Medicare Part D or their equivalent. You authorize, as necessary, any provider of such medical and other health services, including Seabury At Home, to receive reimbursement under Medicare Part A, Medicare Part B or Medicare Part D or their equivalent as provided under these programs. If you are not eligible for Medicare programs, you agree to obtain and maintain equivalent insurance coverage acceptable to Seabury.

You are required to secure and maintain a supplemental insurance (such as Blue Cross, MediGap, Extended Major Medical) to pay Medicare co-insurance deductible amounts and to provide major medical coverage. This coverage is not provided by Seabury At Home.

If you have selected the Gold Plus Plan, you are required to maintain the long term care insurance policy (or policies) used to calculate the discount on your monthly fee, and to maintain the same benefit coverage. If you receive Home and/or Facility-Based Services, Seabury At Home will pay the difference between the per day cost of services, and the covered amount you are eligible for under your long term care policy.

You agree to furnish evidence of your health insurance coverage and, for members of the Gold Plus Plan, long term care insurance at any time upon our request.

Should your supplemental coverage or equivalent health coverage not fully cover a Medicare-qualified stay at Seabury or another Medicare certified facility, or should you fail to purchase supplemental coverage or equivalent health coverage to fully cover such a Medicare-qualified stay, you will be financially responsible for paying deductibles, co-insurance amounts, and any other charges for each Medicare-qualified stay.

If at any time you become entitled to payments for health services from governmental agencies, including Medicaid, you agree to make prompt application for such payments. Seabury At Home will not be responsible for the cost of any Service for which you are entitled to reimbursement from a governmental agency

or other third party, i.e. workers' compensation, liability or PIP (personal injury protection), no-fault insurance, etc. You agree that upon receiving third-party reimbursement, you will repay Seabury At Home for any third-party reimbursable costs which Seabury At Home incurred, or paid on your behalf while your reimbursement approval was pending.

Seabury At Home will assist you in applying for health services or benefits under any programs for which you might qualify. Upon request, and when appropriate, you agree to execute an assignment of benefits to Seabury At Home.

10. NON-TRANSFERABLE

Your rights under this Agreement are personal to you and cannot be transferred or assigned by you to any other person or entity.

11. PRESERVATION OF YOUR ASSETS

You agree to manage your financial resources so as not to threaten or impair your ability, or the ability of your estate to satisfy the financial obligations set forth in this Agreement. At the request of Seabury At Home, you agree to make arrangements for the preservation and management of your financial resources by a third party (or parties), including but not limited to the execution and funding of a trust agreement for your benefit whenever, in the sole judgment of Seabury At Home, it appears that your continued management of your financial affairs may make you unable to meet your financial obligations to Seabury At Home. Failure to comply with the requirements of this Paragraph may cause you to be ineligible for the subsidy assistance described in Section V, Paragraph 3 of this Agreement.

12. FINANCIAL STATEMENTS

Just as you have provided to Seabury At Home a financial statement as part of the admissions process, you agree to continue to provide financial statements, including copies of your federal, state and gift tax returns, or other financially related information when requested by Seabury At Home.

13. HEALTH STATUS

You agree to share any changes in your medical status with your Personal Health Coordinator, and to provide copies of any and all examinations, test results, progress notes, or other copies of medical records provided by non-Seabury

providers to your Personal Health Coordinator upon request. You further agree to submit to a physical examination upon the request of your Personal Health Coordinator.

14. REPRESENTATIONS MADE BY YOU IN CONNECTION WITH APPLICATION FOR MEMBERSHIP

Your application and the statements of your finances and health history which you filed with Seabury At Home are incorporated into this Agreement, and all statements therein are deemed to be true as of the date made. You represent and warrant that there have been no material changes in the information provided since the date of application. Any material misstatement, or any material omission, may result in the termination of this Agreement by Seabury At Home.

15. POWER OF ATTORNEY

You agree to execute and maintain in effect a limited Durable Power of Attorney valid under Connecticut law. This Power of Attorney shall designate as your attorney-in-fact, a bank, lawyer, relative, or other responsible person or persons of your choice, to act for you in managing your financial affairs, and filing for your insurance or other benefits as fully and completely as you would if acting personally. It shall be in a form which survives your incapacity or disability, and be otherwise satisfactory to Seabury At Home. You will deliver a fully executed copy of this Power of Attorney to us at the time of your first meeting with your Personal Health Coordinator.

V. FEES

1. STATEMENT OF FEES

The Membership Fee and Monthly Fee set forth in attached Exhibit A, represent payment for the services to be provided by Seabury At Home under this Agreement.

2. MONTHLY FEES

You agree to pay Seabury At Home the total Monthly Fee in advance, on or before the fifth day of each month, beginning with the Membership Date. The Monthly Fee shall be prorated for any applicable period of less than one month. The

Monthly Fee may be increased by Seabury At Home at its sole discretion upon thirty-days' (30) notice to you.

Seabury At Home will endeavor to maintain the Monthly Fees at the lowest possible rate consistent with sound financial practice and maintenance of the quality of Services, but we may exercise our discretion to increase the Monthly Fees periodically. When we do decide to adjust those fees, we will provide you with at least thirty (30) days written notice in advance of any increase in the Monthly Fees.

As a Platinum, Gold, Gold Plus, Silver, Titanium Care or Titanium Plan Member, you agree to pay the Monthly Fee whether you are residing in your Home or in another facility. For Sterling or Copper Plan Members, you agree to pay the Monthly Fee whether you are residing in your Home or temporarily in another facility.

You will be invoiced monthly for any items and services provided for you that Seabury At Home is not obligated to provide or pay for as part of your Monthly Fee, along with any co-pays as outlined in Exhibit A, and you must pay those invoices within five days after receipt.

You agree to pay Seabury At Home interest at one percent (1%) per month on any overdue Monthly Fees and service charges.

3. SUBSIDY AT HOME ASSISTANCE

If your funds become substantially reduced or depleted, and your income reduced to the extent that you are eligible to receive public benefits, including, but not limited to, Social Security, Medicaid, etc., you agree to apply for these entitlements or benefits. Failure to do so may result in the termination of this Agreement by Seabury At Home, and release of its obligations hereunder. In the event that you are unable to meet your financial obligations to Seabury At Home after qualifying for all available public benefits, Seabury At Home will continue to provide the Services to which you are entitled under this Agreement only to the extent and for as long as Seabury At Home deems the provision of such Services to be consistent with the objectives of Seabury At Home and its prudent financial management of Seabury At Home. The total cumulative amount of uncompensated Services and other subsidies provided to you by Seabury At Home shall be deducted from any refund due to you or your estate upon termination of this Agreement.

VI. TERMINATION OF THIS AGREEMENT AND REFUNDS

1. TERMINATION BY YOU

You may terminate this Agreement for any reason within thirty (30) days following the execution of the contract (“Statutory Recision Period”) by notifying Seabury At Home in writing by registered or certified mail. In the event you terminate within the Statutory Recision Period, any fees paid to Seabury At Home will be refunded less: (a) costs specifically incurred by Seabury At Home at your request, and (b) a service charge equal to the greater of one thousand dollars (\$1,000) or two percent (2%) of your Membership Fee.

After Statutory Recision Period, if you die before we begin providing services in your home, this Agreement will be automatically cancelled and any fees paid to Seabury At Home will be refunded less: (a) costs specifically incurred by Seabury At Home at your request, and (b) a service charge equal to the greater of one thousand dollars (\$1,000) or two percent (2%) of your Membership Fee.

You may terminate this Agreement after the Statutory Recission Period by giving written notice to Seabury At Home, by registered or certified mail, no less than thirty (30) days prior to termination. Timely notice of termination by you must be given by registered or certified mail. The notice must specify the termination date.

For Sterling and Copper Plan Members, this Agreement shall terminate upon your permanent transfer to an Assisted Living Facility or a Nursing Home Facility.

This Agreement shall terminate upon your death.

Any Membership Fee refund due you after the Statutory Recision Period will be made in accordance with Paragraphs 4 and 5 of this Section, as applicable.

2. TRANSFER OF SEABURY AT HOME MEMBERS TO INDEPENDENT LIVING ON THE SEABURY CAMPUS

As a member of Seabury At Home, you may choose to move to independent living on the Seabury campus. A Member must financially qualify and be without the need for any immediate services to be eligible for Independent Living, as determined by Seabury At Home.

To transfer, you must follow the termination process outlined in Section VI of the Agreement.

The refund of the portion of the membership fee to which you are entitled may be applied to your entrance fee for the Seabury apartment, cottage or villa as follows:

- If you have selected the Platinum Plan (90% Refund Option) as shown on the Exhibit A, you shall be due a refund equal to ninety percent (90%) of the Membership Fee, which may be applied to your entrance fee under Seabury's Plan 2%, 67%, or 85%. You will be responsible for the current Monthly Fee for the Seabury apartment, cottage, or villa.
- If you have selected the Gold, Gold Plus, Silver, Sterling, Copper, Titanium Care or Titanium Payment Plans (2% Declining Refund Option), as shown on the Exhibit A, you shall be due your full Membership Fee paid, including the depreciated portion. The total Membership Fee will be applied to your Seabury apartment, cottage or villa; you will pay the difference between your original Membership Fee and the current Entrance Fee. Under this transfer provision, Seabury's Plan 2% will follow the original start date for the 2% declining refund schedule that existed under the Seabury At Home agreement.

3. TERMINATION BY SEABURY AT HOME

Seabury At Home shall have the right to terminate this Agreement for any cause, which, in its sole discretion, shall be good and sufficient. Good and sufficient cause shall include, but is not limited to the following:

- Failure to perform your obligations under this Agreement, including the obligation to pay the Monthly Fees and other charges within sixty (60) days after they are due for payment.
- Material misstatements or failure to state a material fact in your application or any other financial statement, or health history statement filed with Seabury At Home.
- Dissipation or commitment of your financial resources which impairs your ability to meet your financial obligation to Seabury At Home.

- Your behavior resulting in a threat to the safety, health, peace, or well-being of yourself or others.
- Your refusal to follow the recommendations of your Health Coordination Team when such refusal poses a risk to your health or safety, as determined by us in our sole discretion.
- Your decision to move to an Assisted Living Facility or Nursing Home Facility when such a move is not Determined To Be Appropriate (except for Sterling and Copper Plans).

Seabury At Home shall give you reasonable notice of termination in writing via hand delivery, or registered, or certified mail. Seabury At Home's determination that your continued membership presents a threat to the safety of others, or of yourself, shall be a factor in determining the reasonableness of that notice period.

4. APPEALS

You have the right to appeal a decision by Seabury At Home to terminate this Agreement. Only the Member or the Member's Designated Health Care Representative may appeal a decision to terminate. A request for appeal may be made by requesting the appeal in writing by certified or registered mail within ten (10) days of the notice of termination.

If a prompt appeal is received, the Appeal Committee, consisting of the Medical Director, Chief Executive Officer, and Vice President overseeing Community Outreach Services of Seabury At Home will review the termination decision. The decision by the Appeal Committee on the termination will be provided in writing within thirty (30) days.

5. CONDITIONS OF REFUND AND DUTIES UPON TERMINATION

Monthly Fees are to be paid through the Termination Date. If Seabury At Home or you terminate this Agreement after the Statutory Recision Period, the refund of the portion of the Membership Fee to which you are entitled shall promptly be paid to you in accordance with the provisions of Paragraphs 6 or 7 of this Section. In no event will payment be made later than three (3) years from the date that this Agreement terminates.

Upon termination by either you or Seabury At Home, you agree to pay Seabury At Home all amounts owed to it, and any reasonable expenses incurred in connection with the termination, including, but not limited to, the cumulative amount of any uncompensated services or other subsidies provided to you by Seabury At Home. Seabury At Home may set off any amounts owed it by you against any refund due.

If you are transferred to an Assisted Living or Nursing Home Facility, you may be asked to sign additional agreements applicable to the residential setting to which you are transferred; however, this Agreement does not terminate and no refund of any portion of the Membership Fee shall be due upon your transfer to an Assisted Living or Nursing Home Facility (with exception of Sterling and Copper Plan Members).

6. PROVISIONS APPLICABLE ONLY FOR THE PLATINUM PLAN (90% REFUND OPTION)

If you have selected the Platinum Plan (90% Refund Option) as shown on the attached Exhibit A, you or your estate shall be paid a refund equal to ninety percent (90%) of the Membership Fee upon termination by you or by Seabury At Home after the Membership Date.

7. PROVISIONS APPLICABLE TO ALL OTHER PAYMENT PLANS

If you have selected the Gold, Gold Plus, Silver, Sterling, Copper, Titanium Care or Titanium Payment Plans as shown on the attached Exhibit A, you or your estate shall be paid a refund equal to the Membership Fee less two percent thereof for each calendar month between the Membership Date and the Termination Date. No refund shall be due if you terminate this Agreement more than fifty (50) months after the Membership Date.

If Seabury At Home terminates this Agreement after your Membership Date, you or your estate shall be due a refund equal to the amount of the Membership Fee less one percent thereof for each calendar month between the date you signed this Agreement and the Termination Date. No refund shall be due if Seabury At Home terminates this Agreement more than one hundred (100) months after the date you signed this Agreement.

For purposes of computing Membership Fee refunds, a partial calendar month of more than fifteen (15) days shall be treated as a full month, and a partial calendar

month of fifteen (15) or fewer days shall be ignored. The date you signed this Agreement and Termination Date shall be counted as full calendar days.

VII. MISCELLANEOUS

1. CONFIDENTIALITY

Seabury At Home has the responsibility to keep all of the personal, medical, and financial information you have supplied to Seabury At Home in confidence. You agree that, as permitted by federal and state law, Seabury At Home can provide such information to health care professionals, third-party payors, and others who have a need, in our judgment, or a right to know such information under federal or state law.

2. MANAGEMENT AUTHORITY

Seabury At Home retains all authority regarding admission, adjustment of fees, and all aspects of the management of Seabury At Home. You do not have the right to prevent the admission of a new Member or the termination of another Member's Member Agreement, nor do you have the right to protest the fees charged to, or financial assistance rendered to any other Member.

3. WAIVER

In the event that Seabury At Home does not, in any one or more instances, insist upon your strict performance, observance, or compliance with any of the terms or provisions of this Agreement, or if we waive a breach by you of this Agreement, it shall not be construed to be a waiver of our right to insist upon your strict compliance with all other terms and provisions of this Agreement.

4. GOVERNING LAWS

This Agreement, including its validity and the capacity of the parties to this Agreement, its form, interpretation of its language, and any questions concerning its performance and discharge, shall be governed by and construed in accordance with the laws and judicial decisions of the State of Connecticut.

5. ATTORNEYS' FEES AND COSTS

If Seabury At Home is obliged to take legal action to enforce this Agreement, to collect sums due to Seabury At Home pursuant to this Agreement, or to recover damages of any kind, you are liable for the costs of such action including, but not limited to, reasonable attorneys' fees.

6. FULL AND COMPLETE AGREEMENT

This Agreement has precedence over any representations previously made by Seabury At Home representatives, and over any descriptions of services in promotional materials or presentations. This Agreement constitutes the entire contract between you and Seabury At Home, and supersedes all previous understandings and agreements between you and Seabury At Home. No waiver or modification shall be valid unless made in writing, signed by you and by Seabury At Home, and attached to this Agreement.

7. INTERPRETATION

Headings are for convenience and reference purposes only, and shall not affect the interpretation of any provision of this Agreement. Should any provision herein, for any reason, be held invalid or unenforceable in any jurisdiction in which it is sought to be enforced, such invalidity and unenforceability shall not affect any other provision of this Agreement, and such invalid and unenforceable provision shall be construed as if it were omitted. The remainder of the Agreement shall remain in full force and effect.

8. RIGHT OF SUBROGATION

Should you be injured by a third party and such injury requires us to provide health care services under this Agreement, we shall be subrogated, to the extent allowed by Connecticut law, to your rights against such other third party to the extent necessary to reimburse us for the costs incurred in providing Services under this Agreement.

9. GENDER OF PRONOUNS

All references in this Agreement by masculine pronouns and adjectives also include the feminine and vice versa.

10. SUCCESSORS AND ASSIGNS

The duties owed Seabury At Home under this Agreement shall inure to the benefit of its successors and assigns.

11. STATEMENT OF NON-DISCRIMINATION

Seabury At Home complies with applicable federal and state laws that prohibit discrimination based on race, color, sex, religious beliefs, national origin, and other protected classes of persons.

12. NOTICES

When required by the terms of this Agreement, notices shall be given in writing and shall be given to Seabury At Home or to you at the addresses set forth in Exhibit A, or at such address as we or you shall specify in writing to each other.

Your signature below certifies that you have read, understand, and accept this Agreement, and that you or your financial advisor have received the most current Disclosure Statement containing the current audited financial statements.

Signature - Member

Witness

Date

Date

SEABURY AT HOME INCORPORATED

By: _____
Authorized Representative

Date

EXHIBIT A

PLAN OPTIONS AND ASSOCIATED FEES

Last Name _____

EXHIBIT A

MEMBERSHIP DATE

The scheduled date agreed upon is _____.

PLAN SELECTION AND FEES – Membership fees are based on the type of Membership Plan selected and the age of the person enrolling in the program. Monthly fees are based on the Membership Plan. The Membership Plan you have selected and the monthly fees are stated below:

| | | |
|--------------------------|-------------------------------------|--|
| Membership Plan Selected | <input type="checkbox"/> Platinum | <input type="checkbox"/> Sterling |
| | <input type="checkbox"/> Gold | <input type="checkbox"/> Copper |
| | <input type="checkbox"/> Gold Plus* | <input type="checkbox"/> Titanium Care |
| | <input type="checkbox"/> Silver | <input type="checkbox"/> Titanium |

Age of applicant at enrollment _____

TOTAL MEMBERSHIP FEE DUE UPON EXECUTION OF AGREEMENT

\$ _____

MONTHLY FEE

\$ _____

Less discount for Long Term Care Insurance (Gold Plus)

\$ _____

TOTAL MONTHLY FEE

\$ _____

Addresses for Required Notice to Seabury At Home:

Executive Vice President and CEO
Seabury At Home Incorporated
200 Seabury Drive
Bloomfield, CT 06002

to You:

Your signature below certifies that you have read, understand, and accept this Exhibit A.

Signature- Member

Date

* If you have selected the Gold Plus Plan, you are required to maintain the long term care insurance policy (or policies) used to calculate the discount on your monthly fee, and to maintain the same benefit coverage. If you receive Home and/or Facility-Based Services, Seabury At Home will pay the difference between the per day cost of services and the covered amount you are eligible for under your long term care policy.

10184/3/3333178.2

EXHIBIT B

CHURCH HOME OF HARTFORD, INCORPORATED

AUDITED FINANCIAL STATEMENTS

INCLUDING CONSOLIDATED STATEMENTS OF
ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE PREVIOUS TWO YEARS.

Note: Fiscal Year Ends September 30

BlumShapiro

Accounting | Tax | Business Consulting

**CHURCH HOME OF HARTFORD INCORPORATED
AND SUBSIDIARIES**

CONSOLIDATED FINANCIAL STATEMENTS

SEPTEMBER 30, 2016 AND 2015

11/15/16 10:00 AM

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES

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BlumShapiro

Accounting | Tax | Business Consulting

Independent Auditors' Report

To the Board of Directors
Church Home of Hartford Incorporated and Subsidiaries

We have audited the accompanying consolidated financial statements of Church Home of Hartford Incorporated, which comprise the consolidated statements of financial position as of September 30, 2016 and 2015, and the related consolidated statements of activities 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 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. 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.

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 auditors consider 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 financial position of Church Home of Hartford Incorporated and Subsidiaries as of September 30, 2016 and 2015, and the 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.

Blum, Shapiro & Company, P.C.

West Hartford, Connecticut
December 27, 2016

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION SEPTEMBER 30, 2016 AND 2015

| | <u>2016</u> | <u>2015</u> |
|---|-----------------------|-----------------------|
| ASSETS | | |
| Current Assets | | |
| Cash and cash equivalents | \$ 12,478,616 | \$ 9,643,007 |
| Cash and cash equivalents held by trustee | 18,714,427 | 1,300,142 |
| Entrance fee deposits | 2,359,629 | 1,375,318 |
| Accounts receivable, net | 1,451,635 | 1,485,332 |
| Entrance fees receivable | 2,605,376 | 2,547,629 |
| Prepaid expenses and other current assets | 555,150 | 679,826 |
| Total current assets | <u>38,164,833</u> | <u>17,031,254</u> |
| Investments | | |
| Investments | 18,137,483 | 18,620,709 |
| Investments held by trustee | 49,680,543 | 13,575,638 |
| | <u>67,818,026</u> | <u>32,196,347</u> |
| Property and Equipment, at Cost | | |
| Land and improvements | 9,636,307 | 9,636,307 |
| Buildings and improvements | 80,986,455 | 67,442,105 |
| Furniture, fixtures and equipment | 9,707,071 | 5,992,044 |
| Vehicles | 212,171 | 212,171 |
| Construction in progress | 16,268,398 | 8,637,574 |
| | 116,810,402 | 91,920,201 |
| Less accumulated depreciation | 44,987,206 | 41,839,511 |
| Net property and equipment | <u>71,823,196</u> | <u>50,080,690</u> |
| Other Assets | | |
| Deferred compensation investments | 94,542 | 68,161 |
| Beneficial interest in perpetual trusts | 3,355,463 | 1,790,475 |
| Investment in Limited Partnership | 171,143 | 104,956 |
| Pledges receivable | 85,448 | 85,448 |
| Other receivables | 5,567 | 15,107 |
| Total other assets | <u>3,712,163</u> | <u>2,064,147</u> |
| Total Assets | <u>\$ 181,518,218</u> | <u>\$ 101,372,438</u> |

The accompanying notes are an integral part of the consolidated financial statements

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION (CONTINUED) SEPTEMBER 30, 2016 AND 2015

| | <u>2016</u> | <u>2015</u> |
|---|-----------------------|-----------------------|
| LIABILITIES AND NET ASSETS | | |
| Current Liabilities | | |
| Current portion of bonds payable | \$ 895,000 | \$ 865,000 |
| Current portion of loans payable | 88,571 | 88,571 |
| Current portion of capital leases | 83,229 | 48,863 |
| Accounts payable and accrued expenses | 7,027,549 | 5,306,182 |
| Entrance fee deposits | 2,359,629 | 1,375,318 |
| Total current liabilities | <u>10,453,978</u> | <u>7,683,934</u> |
| Annuities Payable | <u>306,011</u> | <u>367,330</u> |
| Bonds Payable, Net of Current Portion and Bond Financing Costs | <u>107,234,960</u> | <u>33,114,550</u> |
| Loans Payable, Net of Current Portion | <u>27,081</u> | <u>115,652</u> |
| Capital Leases, Net of Current Portion | <u>583,463</u> | <u>284,175</u> |
| Deferred Compensation | <u>94,542</u> | <u>68,161</u> |
| Refundable and Nonrefundable Entrance Fees | | |
| Entrance fees refunds payable | 28,234,261 | 27,621,293 |
| Nonrefundable deferred fees, net | 22,938,515 | 21,589,357 |
| Total refundable and nonrefundable deferred entrance fees | <u>51,172,776</u> | <u>49,210,650</u> |
| Total liabilities | <u>169,872,811</u> | <u>90,844,452</u> |
| Net Assets | | |
| Unrestricted | 7,158,203 | 7,672,152 |
| Temporarily restricted | 761,741 | 695,359 |
| Permanently restricted | 3,725,463 | 2,160,475 |
| Total net assets | <u>11,645,407</u> | <u>10,527,986</u> |
| Total Liabilities and Net Assets | <u>\$ 181,518,218</u> | <u>\$ 101,372,438</u> |

The accompanying notes are an integral part of the consolidated financial statements

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS FOR THE YEARS ENDED SEPTEMBER 30, 2016 AND 2015

| | <u>2016</u> | <u>2015</u> |
|--|----------------------|----------------------|
| Unrestricted Net Assets | | |
| Revenues, gains and other support: | | |
| Health center patients, net of contractals | \$ 7,751,100 | \$ 7,213,325 |
| Assisted living services | 3,445,849 | 3,634,514 |
| Resident services | 10,713,270 | 10,695,165 |
| Home health revenue | 1,410,838 | 1,328,505 |
| Seabury at Home revenue | 492,251 | 383,346 |
| Amortization of nonrefundable deferred fees | 2,503,485 | 2,371,845 |
| Investment income | 1,414,435 | 1,862,101 |
| Other income | 541,977 | 585,214 |
| Contributions and gifts | 10,726 | 72,195 |
| Total revenues, gains and other support | <u>28,283,931</u> | <u>28,146,210</u> |
| Expenses: | | |
| Medical and other resident care | 8,117,690 | 7,608,595 |
| General and administrative | 10,027,339 | 9,021,704 |
| Dietary | 3,206,406 | 3,017,283 |
| Repairs and maintenance | 2,276,264 | 2,332,722 |
| Housekeeping and laundry | 782,305 | 757,208 |
| Interest expense, net | 1,130,131 | 605,591 |
| Depreciation | 3,784,476 | 3,200,115 |
| Total expenses | <u>29,324,611</u> | <u>26,543,218</u> |
| (Loss) Income from operations | (1,040,680) | 1,602,992 |
| Other changes in unrestricted net assets: | | |
| Change in net unrealized gain (loss) on investments | 521,862 | (2,554,294) |
| Net assets released from restrictions | 4,869 | 413 |
| Change in interest rate swap obligation | - | (53,152) |
| Loss on extinguishment of debt | - | (372,077) |
| Decrease in unrestricted net assets | <u>(513,949)</u> | <u>(1,376,118)</u> |
| Temporarily Restricted Net Assets | | |
| Contributions, gifts and other income | 93,734 | 4,930 |
| Investment (loss) gain | (14,984) | 51,998 |
| Change in net unrealized loss on investments | (7,499) | (129,466) |
| Net assets released from restrictions | (4,869) | (413) |
| Increase (decrease) in temporarily restricted net assets | <u>66,382</u> | <u>(72,951)</u> |
| Permanently Restricted Net Assets | | |
| Change in interest in perpetual trusts | 120,897 | (178,618) |
| Gift received in interest in perpetual trusts | 1,444,091 | - |
| Increase (decrease) in permanently restricted net assets | <u>1,564,988</u> | <u>(178,618)</u> |
| Change in Net Assets | 1,117,421 | (1,627,687) |
| Net Assets - Beginning of Year | <u>10,527,986</u> | <u>12,155,673</u> |
| Net Assets - End of Year | <u>\$ 11,645,407</u> | <u>\$ 10,527,986</u> |

The accompanying notes are an integral part of the consolidated financial statements

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS FOR THE YEARS ENDED SEPTEMBER 30, 2016 AND 2015

| | 2016 | 2015 |
|---|---------------|----------------|
| Cash Flows from Operating Activities | | |
| Change in net assets | \$ 1,117,421 | \$ (1,627,687) |
| Adjustments to reconcile change in net assets to net cash provided by operating activities: | | |
| Proceeds from entrance fees, net of refunds | 4,465,611 | 3,129,148 |
| Depreciation | 3,784,476 | 3,200,115 |
| Bad debt expense | 230,342 | 173,773 |
| Amortization of bond financing costs | 66,156 | 42,234 |
| Amortization of bond premium | (50,665) | (16,184) |
| Amortization of nonrefundable deferred fees | (2,503,485) | (2,371,845) |
| Change in net unrealized (gain) loss on investments | (514,363) | 2,683,760 |
| Change in interest in perpetual trusts | (120,897) | 178,619 |
| Gift received in interest in perpetual trusts | (1,444,091) | - |
| Change in interest rate swap obligation | - | 53,152 |
| Loss on extinguishment of debt | - | 372,077 |
| (Increase) decrease in operating assets: | | |
| Entrance fee deposits | (984,311) | (875,550) |
| Accounts receivable and pledges receivable | (196,645) | (446,402) |
| Entrance fees receivable | (57,747) | 580,984 |
| Prepaid expenses and other current assets | 124,676 | 2,586 |
| Other receivables | 9,540 | 9,541 |
| Increase (decrease) in operating liabilities: | | |
| Accounts payable and accrued expenses | (226,822) | 273,602 |
| Entrance fee deposits | 984,311 | 872,050 |
| Annuities payable | (61,319) | (136,209) |
| Net cash provided by operating activities | 4,622,188 | 6,097,764 |
| Cash Purchases from Investing Activities | | |
| Purchases of investments and cash held by trustee, net | (52,587,788) | (13,516,633) |
| Increase in accounts payable and accrued expenses related to construction | 1,948,189 | 1,939,577 |
| Purchases of property and equipment | (25,154,805) | (14,238,628) |
| Net cash used in investing activities | (75,794,404) | (25,815,684) |
| Cash Flows from Financing Activities | | |
| Proceeds from issuance of bonds payable | 76,904,570 | 35,270,619 |
| Payment of bond financing costs | (1,904,651) | (955,209) |
| Principal payments on bonds payable | (865,000) | (1,510,000) |
| Principal payments on loan payable | (88,571) | (235,259) |
| Principal payments on capital leases | (38,523) | - |
| Retirement of bond payable | - | (12,675,000) |
| Repayment of loan payable | - | (969,207) |
| Prepayment penalty on bond payable | - | (127,614) |
| Payment to terminate interest rate swap obligation | - | (474,488) |
| Net cash provided by financing activities | 74,007,825 | 18,323,842 |
| Net Increase (Decrease) in Cash and Cash Equivalents | 2,835,609 | (1,394,078) |
| Cash and Cash Equivalents - Beginning of Year | 9,643,007 | 11,037,085 |
| Cash and Cash Equivalents - End of Year | \$ 12,478,616 | \$ 9,643,007 |

The accompanying notes are an integral part of the consolidated financial statements

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1 - ORGANIZATION

Church Home of Hartford Incorporated (the Company) is a Connecticut nonstock, tax-exempt organization that has provided housing with support services for the elderly in the Hartford area since 1876. The Company, which is affiliated with the Episcopal Diocese of Connecticut, currently operates a health center and independent living community (Seabury). As of September 30, 2016 and 2015, Seabury consists of 192 and 191 independent living units, respectively, 27 congregate living units, 22 residential care home beds and 60 skilled nursing beds.

Seabury Memory Care Center, Inc., d/b/a Seabury Meadows (the Meadows) operates a healthcare facility, the Meadows, consisting of 44 assisted living dementia beds and 14 residential care home beds. Overall occupancy levels at Seabury and Seabury Memory Care Center for the years ended September 30, 2016 and 2015, are as follows:

| | <u>2016</u> | <u>2015</u> |
|-----------------------------------|-------------|-------------|
| Seabury | | |
| Independent living | 96% | 98% |
| Congregate living | 99% | 99% |
| Residential care home | 88% | 94% |
| Skilled nursing care | 96% | 96% |
| Seabury Memory Care Center | | |
| Assisted living | 85% | 95% |
| Residential care home | 97% | 85% |

The Meadows was a nonstock, tax-exempt organization and was a separate legal entity from the Company. During 2015, the Meadows was legally merged with the Company in conjunction with the 2015 bond issuance. The assets, liabilities and activities of the Meadows have been merged with those of the Company in the accompanying consolidating financial statements.

In May 1996, the Company formed Seabury Charitable Foundation, Inc. (the Foundation). The Foundation is incorporated under the Nonstock Corporation Act of the State of Connecticut and is a separate legal entity from the Company. The purpose of the Foundation is to operate exclusively for the benefit of, to perform the functions of and to further the charitable purposes and mission of the Company, the Meadows and Seabury At Home Incorporated (Seabury At Home). As the Company is the sole member and beneficiary of the Foundation, the activities of the Foundation have been consolidated with those of the Company in the accompanying consolidated financial statements. All significant transactions between the Company and the Foundation have been eliminated.

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

In March 2006, the Company formed Seabury At Home, which began operations in 2008. Seabury At Home is incorporated under the Nonstock Corporation Act of the State of Connecticut and is a separate legal entity from the Company. The purpose of Seabury At Home is to sponsor, initiate, develop, operate and maintain facilities and programs for the delivery of health care, personal care and support services to the elderly designed to promote and extend opportunities for independent living and personal health. As the Company is the sole member and beneficiary of Seabury At Home, the activities of Seabury At Home have been consolidated with those of the Company in the accompanying consolidated financial statements. All significant transactions between the Company and Seabury At Home have been eliminated.

In June 2015, the Company formed Seabury Powder Forest, LLC (Powder Forest). Powder Forest was formed as an LLC pursuant to laws of the State of Connecticut. The purpose of Powder Forest is to acquire and hold land for possible future development. Seabury At Home and the Foundation are equal members of Powder Forest. All transactions between the Foundation, Seabury At Home and Powder Forest have been eliminated.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

In order to ensure observance of limitations and restrictions placed on the use of the resources available to the Company, the accounts are maintained on the accrual basis of accounting, and, accordingly, the accounts are recorded in the following net asset categories:

Unrestricted Net Assets

Unrestricted net assets represent resources that may be expended at the direction of the Board of Directors.

Temporarily Restricted Net Assets

Temporarily restricted net assets represent contributions that are restricted by the donor either as to purpose or as to time of expenditure and are to be used to support various operating activities. They also include accumulated investment earnings on permanently restricted investments that have not been appropriated for expenditure.

Permanently Restricted Net Assets

Permanently restricted net assets represent resources that have donor-imposed restrictions that require that the principal be maintained in perpetuity but permit the Company to expend the income earned thereon to support operational activities. These permanently restricted net assets include the Company's beneficial interest in perpetual trusts of \$3,355,464 and \$1,790,475 at September 30, 2016 and 2015, respectively, and an endowment of \$370,000 for each of the years ended September 30, 2016 and 2015. During 2016, a gift was received through an existing perpetual trust of \$1,444,091, as reflected on the consolidated statement of activities and changes in net assets for the year ended September 30, 2016 within other changes in unrestricted net assets.

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Financial statement areas where management applies the use of estimates consist primarily of allowance for doubtful accounts receivable, useful lives of property and equipment, amortization of nonrefundable deferred fees, actuarial calculation of future service obligations for Seabury and Seabury at Home, accrued expenses and annuities payable. It is management's opinion that the estimates applied in the accompanying consolidated financial statements are reasonable.

Cash and Cash Equivalents

Cash equivalents include cash and highly liquid investments purchased with an original maturity of three months or less. The Company maintains deposits in financial institutions that may, at times, exceed federal depository insurance limits. Management believes that the Company's deposits are not subject to significant credit risk.

Accounts Receivable

Accounts receivable are considered delinquent and written off when all attempts to collect from individuals or other payor sources have been exhausted. Management maintains an allowance for doubtful accounts of \$319,000 and \$268,000 at September 30, 2016 and 2015, respectively, which is based on a review of significant balances and past experience.

Investment Valuation and Income Recognition

Investments are reported at fair value. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. See Note 3 for a discussion of fair value measurements. Purchases and sales of securities are recorded on the trade date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date. Unrealized gain (loss) on investments includes the Company's gains and losses on investments bought and sold as well as held during the year.

Realized and unrealized gains and losses and investment income on donor-restricted endowment assets are classified as increases or decreases in temporarily restricted net assets until appropriated for expenditure. The Company adopted a policy to review, for potential adjustment to cost, any investment where market value has decreased below cost by greater than 25% for a period of nine months or longer. The Company has unrealized losses totaling approximately \$114,000 on investments that have been below cost by greater than 25% for a period of nine months or longer. Management does not believe any permanent writedowns of these investments are necessary for the fiscal years ended September 30, 2016 and 2015. Refer to Note 5 for further detail on investment income for the years ended September 30, 2016 and 2015.

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Property and Equipment

Depreciation of property and equipment is provided using the straight-line method over the estimated useful lives of the assets as follows:

| | |
|-----------------------------------|-------------|
| Buildings and improvements | 10-30 years |
| Furniture, fixtures and equipment | 3-20 years |
| Vehicles | 4 years |

Expenditures for maintenance and repairs are charged to operations as incurred. Expenditures in excess of \$2,500 for renewals and betterments are capitalized.

Interest Rate Swap Agreements

The Company had a swap agreement with TD Bank with a notional amount of \$21,000,000 to fix the Series Note A bonds at a rate of 3.335%. The agreement met the criteria necessary to qualify as an effective hedge, and the Company had reflected the swap agreement in the accompanying consolidated financial statements at the current market value based on the bank's floating interest rate in effect at termination of the agreement and September 30, 2015, as compared to the fixed rate. The resulting change in the fair value of the swap agreement of \$(53,152) for the year ended September 30, 2015 is reflected in the accompanying consolidated statements of activities and changes in net assets as change in interest rate swap obligation. The swap agreement was terminated in 2015 with a payment of \$474,488 in conjunction with the repayment of the Series A bonds and 2015 bond issuance. The termination payment represented the fair value of the swap rate obligation at the time of termination.

Contributions

Contributions are defined as voluntary, nonreciprocal transfers. Unrestricted and unconditional contributions are recognized as support when received or pledged, if applicable. Contributions are reported as temporarily restricted support if they are received with donor stipulations that limit the use of such assets. When a restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the consolidated statement of activities and changes in net assets as net assets released from restrictions due to satisfaction of restrictions.

Health Center Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered. Rates charged for services rendered, other than private pay patients, are regulated by Medicaid, Medicare and other government programs.

Revenue under third-party payor agreements is subject to audit and retroactive adjustment. Provisions for estimated third-party payor settlements are provided for in the period the related services are rendered. Differences between the estimated amounts accrued and interim and final settlements are reported in operations in the year of settlement. Management believes that all applicable government reimbursement principles have been properly applied and that no material adjustments will occur as a result of an audit.

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Services to Seabury At Home, Incorporated

This revenue represents revenue from services provided to Seabury At Home by Seabury employees. This amount is eliminated in the consolidated totals.

Operating Reserve

The State of Connecticut Department of Social Services (DSS) monitors Connecticut retirement communities and their compliance with existing state regulations. Among other things, DSS requires that retirement communities maintain an operating reserve equal to approximately one month's cash operating costs. The Company maintained an adequate operating reserve as of September 30, 2016 and 2015.

Charitable Reserve

Pursuant to the agreed settlement with the State of Connecticut for the addition of 30 skilled nursing beds during fiscal 1996, the Company was required to segregate \$500,000 of its investments in a contingency fund account restricted to provide for the expenses of the continuum of care to be made available to private payor health center residents of Seabury that may not be covered by the residents' assets. This amount was increased by \$100,000 in each fiscal year through the fiscal year ended September 30, 2001 so that the reserve at September 30, 2016 and 2015, is in excess of the required \$1,000,000. This amount is included in unrestricted net assets in the accompanying consolidated statements of financial position.

Beneficial Interest in Perpetual Trusts

The Company is the beneficiary of several trust funds. Although the principal balances in the trust funds are permanently restricted, the income earned on the trust funds is unrestricted. The income is used for general expenses to maintain and operate the facilities. For the fiscal years ended September 30, 2016 and 2015, \$114,317 and \$84,001, respectively, is included in unrestricted investment income. Changes in market value for the Company's portion of the trusts were \$120,897 and \$(178,618) for the years ended September 30, 2016 and 2015, respectively.

Charitable Gift Annuity

The Foundation is the recipient of charitable gift annuities. Under the terms of the charitable gift annuity agreement with the individual donors, the Foundation is required to make quarterly payments to the donors over their remaining life. The proceeds from the gifts are unrestricted and are recognized as revenue to the extent that the fair market value of a gift on the date of receipt exceeds the present value of the estimated future annuity payments. The present value of the estimated future annuity payments is reflected as an annuity payable in the accompanying consolidated statements of financial position.

Income Taxes

Seabury, the Foundation and Seabury At Home are tax-exempt under Section 501(c)(3) of the Internal Revenue Code and are not subject to federal or state income taxes. Powder Forest is a limited liability company treated as a partnership for income tax purposes with the net activity of Powder Forest being passed through to the Foundation and Seabury At Home, and reported on their respective Form 990s. As such, no recognition of income taxes for the Company in has been provided for in the accompanying consolidated financial statements.

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Reclassifications

Certain amounts in the 2015 consolidated financial statements have been reclassified to conform to the current year's presentation.

Subsequent Events

In preparing these consolidated financial statements, management has evaluated subsequent events through December 27, 2016, which represents the date the consolidated financial statements were available to be issued.

NOTE 3 - FAIR VALUE MEASUREMENTS

Generally accepted accounting principles establish a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are described below:

Level 1

Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Company has the ability to access.

Level 2

Inputs to the valuation methodology include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3

Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

The following is a description of the valuation methodologies used for assets (liabilities) measured at fair value:

Fixed Income and Equity Mutual Funds

Fixed income and equity mutual funds are valued at the quoted net asset value of shares held by the Company at year end.

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Common and Preferred Stocks, Exchange Traded Funds, and U.S. Government Securities

These items are valued at the closing price reported in the active market in which the individual securities are traded.

Corporate Bonds

Certain corporate bonds are valued at the closing price reported in the active market in which the individual securities are traded. Other corporate bonds are valued based on yields currently available on comparable securities of issuers with similar durations and credit ratings.

Beneficial Interest in Perpetual Trusts

Beneficial interest in perpetual trusts held by third parties are valued at the present value of the future distributions expected to be received over the term of the agreement, which is measured by the fair values of the underlying assets. The Company cannot access assets in the trust.

Investment in Limited Partnership

Investment in limited partnership (LP) is valued at cost of capital contributions to the LP, plus or minus the proportionate share of net income or loss in the LP. Based on the current status of the LP, management believes this approximates fair value.

There have been no changes in the methodologies used at September 30, 2016 and 2015.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Company believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The following tables set forth by level, within the fair value hierarchy, the Company's assets (liabilities) at fair value as of September 30, 2016 and 2015:

| | September 30, 2016 | Fair Value Measurements Using | | |
|---|-----------------------|-------------------------------|-----------|--------------|
| | | Level 1 | Level 2 | Level 3 |
| Cash equivalents | \$ 1,404,361 | \$ 1,404,361 | \$ - | \$ - |
| Fixed income mutual funds | 2,393,038 | 2,393,038 | - | - |
| U.S. Government securities | 52,071,076 | 52,071,076 | - | - |
| Corporate bonds | 60,191 | - | 60,191 | - |
| Equity mutual funds | 2,802,519 | 2,802,519 | - | - |
| Common stocks | 9,086,841 | 9,086,841 | - | - |
| Total investments | 67,818,026 | 67,757,835 | 60,191 | - |
| Investment in limited partnership | 171,143 | - | - | 171,143 |
| Beneficial interest in perpetual trusts | 3,355,463 | - | - | 3,355,463 |
| Total Assets at Fair Value | \$ 71,344,632 | \$ 67,757,835 | \$ 60,191 | \$ 3,526,606 |

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

| | September 30, 2015 | Fair Value Measurements Using | | |
|---|-----------------------|-------------------------------|-----------|--------------|
| | | Level 1 | Level 2 | Level 3 |
| Cash equivalents | \$ 3,186,535 | \$ 3,186,535 | \$ - | \$ - |
| Fixed income mutual funds | 2,381,883 | 2,381,883 | - | - |
| U.S. Government securities | 15,398,806 | 15,398,806 | - | - |
| Corporate bonds | 61,196 | - | 61,196 | - |
| Equity mutual funds | 2,957,399 | 2,957,399 | - | - |
| Common stocks | 8,210,528 | 8,210,528 | - | - |
| Total investments | 32,196,347 | 32,135,151 | 61,196 | - |
| Investment in limited partnership | 104,956 | - | - | 104,956 |
| Beneficial interest in perpetual trusts | 1,790,476 | - | - | 1,790,476 |
| Total Assets at Fair Value | \$ 34,091,779 | \$ 32,135,151 | \$ 61,196 | \$ 1,895,432 |

There were no transfers between levels of investments during the years ended September 30, 2016 and 2015.

Assets Measured at Fair Value Using Significant Unobservable Inputs (Level 3)

The following is a summary of the changes in the balances of assets measured at fair value on a recurring basis using significant unobservable inputs:

| | Beneficial Interest In Perpetual Trusts | Investment in Limited Partnership |
|--|---|-----------------------------------|
| Balance - September 30, 2014 | \$ 1,969,093 | \$ 25,000 |
| Purchases | - | 81,250 |
| Total realized and unrealized losses included in the change in net assets - 2015 | (178,618) | (1,294) |
| Balance - September 30, 2015 | 1,790,475 | \$ 104,956 |
| Gifts received | 1,444,091 | - |
| Purchases, net | - | 66,250 |
| Total realized and unrealized gains (losses) included in the change in net assets - 2016 | 120,897 | (63) |
| Balance - September 30, 2016 | \$ 3,355,463 | \$ 171,143 |

The underlying subscription agreement for the Company's Investment in Limited Partnership allows for a maximum commitment of \$250,000. Unfunded capital commitments totaled \$62,500 as of September 30, 2016. The Company does not hold any redemption rights on the Investment in Limited Partnership. The Limited Partnership has a life of 10 years commenced on the date of filing of the Certificate of Limited Partnership through the termination date, June 30, 2024.

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Financial Instruments Not Measured at Fair Value

The carrying amounts of cash, accounts receivable, accounts payable and accrued expenses approximate their fair value because of the short-term nature of these instruments.

The fair value of bonds and loans payable as of September 30, 2016 and 2015, approximates the total outstanding principal balance.

There have been no changes in the methodologies used at September 30, 2016 and 2015.

NOTE 4 - LIFE CARE AGREEMENT

A life care agreement is signed by all residents of Seabury and all enrollees of Seabury At Home. Some of the principal terms and conditions of the Seabury agreement are as follows:

In consideration for the resident's payment of a life care entrance fee, the Company agrees to furnish to the resident a living unit in the residence complex for his or her personal use and occupancy for the balance of the resident's lifetime unless sooner terminated under the provisions of the agreement. If the agreement includes two persons, the term "resident" shall include both persons, and on the death of one all rights pass to, and are retained by, the survivor for the survivor's lifetime. The life care agreements vary in terms of refund policy and monthly service fees.

An agreed-upon payment schedule for full payment of the life care entrance fee is obtained from the resident prior to occupancy. The fee consists of a refundable and nonrefundable portion. The refundable portion varies depending upon which of the five contract plans is selected. Three of these plans are full life care and two plans are non-life care. Of the three life care plans, two offer a declining refund at 2% per month and another plan offers a fixed 67% refund of the original life care entrance fee. The non-life care plans offer an 85% or 95% refund, respectively, of the original life care entrance fees if the occupant never resides in the nursing home facility. If the resident enters the nursing facility, the refundable amount is reduced by the nursing facility's standard daily private pay rate. Under the resident agreements of these five plans, amounts are refundable after the living unit is reoccupied and the new life care entrance fee is paid in full.

The 67%, 85% and 95% refundable portions of the life care entrance fee are deferred. All currently held refundable amounts are shown as a liability in the consolidated statements of financial position. The 33%, 15% and 5% nonrefundable portions of the life care entrance fee and the entire entrance fee for those who select a plan that offers the declining refund at 2% per month are amortized into income over the residents' actuarially determined remaining lives as calculated by the Company's actuaries.

For the duration of the resident's lifetime or until termination of the agreement, the Company agrees to furnish to the resident ample and healthful food, medical facilities, utility services, use of the community facilities and other personal services according to the terms and conditions specified in the residence agreement. In return, the resident agrees to pay the Company a monthly residence fee. The monthly residence fee may be increased or decreased at the sole discretion of the Board of Directors on 60 days written notice.

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

The Company also provides medical facilities and nursing care in the health center. Costs incurred in providing this care are paid for by residents through the continuing payment of monthly service fees per the residence agreement. Residents without a life care agreement pay for nursing services based upon established per diem rates.

Some of the principal terms and conditions of the Seabury At Home agreement are as follows:

An agreed-upon payment schedule for full payment of the life care entrance fee is obtained from the resident prior to enrollment. The fee consists of a refundable and nonrefundable portion. The refundable portion varies depending upon which of the seven contract plans is selected. Six plans offer a declining refund at 2% per month and the seventh plan offers a fixed 90% refund of the original life care entrance fee. Within the six declining refund contracts, two offer 100% coverage of home and facility based care, including assisted living and skilled nursing services, one offers a 30% co-pay option for these services, one offers 100% coverage of home-based care, one offers a 50% co-pay option for home-based care, and the final contract provides caps on assisted living and skilled nursing services. The 90% refund of original life care entrance fee contract offers 100% coverage of home and facility-based care, including assisted living and skilled nursing services. Under the resident agreements of these five plans, amounts are refundable after the individual has terminated their agreement. The 90% refundable portion of the life care entrance fee is shown as a liability in the consolidated statements of financial position. The 10% nonrefundable portion of the life care entrance fee and the entire entrance fee for those who select the plan that offers the declining refund at 2% per month are amortized into income over the residents' actuarially determined remaining life as calculated by the Company's actuaries.

If a resident with a declining refund of 2% per month transfers from Seabury At Home to Seabury, 100% of their original Seabury At Home entrance fee is transferred to Seabury and credited as a reduction to their Seabury entrance fee. Any historic amortization taken on this previously nonrefundable entrance fee is reversed in the year the transfer occurs.

For the duration of the resident's lifetime, or until termination of the agreement, the Company agrees to furnish to the resident use of the community facilities and other personal services according to the terms and conditions specified in the residence agreement. In return, the resident agrees to pay the Company a monthly fee. The monthly fee may be increased or decreased at the sole discretion of the Board of Directors on 60 days written notice.

As noted above, the Company also provides medical facilities and nursing care in the health center. Costs incurred in providing this care are paid for by enrollees through the continuing payment of monthly service fees per the agreement as well as a deductible as noted in the agreement, if applicable.

The Company's actuaries annually calculate the present value of the net cost or benefit of future services and use of facilities to be provided to current residents of Seabury and enrollees of Seabury At Home and compare that amount to the balance of refundable and nonrefundable deferred entrance fees. If the present value of the net cost or benefit of future services and use of facilities exceeds the refundable and nonrefundable deferred entrance fees, a liability is recorded with a corresponding charge to income. As of September 30, 2016 and 2015, no such obligation existed for Seabury and Seabury At Home. Any significant changes to the actuarial assumptions used in the calculation could significantly change the results of the calculation. It is management's opinion that the assumptions applied in the calculation are reasonable.

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

NOTE 5 - INVESTMENT INCOME

Investment income on cash and cash equivalents, perpetual trusts and investments is comprised of the following for the years ended September 30, 2016 and 2015:

| | <u>2016</u> | <u>2015</u> |
|--|---------------------|---------------------|
| Interest and dividend income from investments | \$ 263,602 | \$ 366,533 |
| Net realized gain on sales of investments | <u>1,036,516</u> | <u>1,411,567</u> |
| Income from investments | 1,300,118 | 1,778,100 |
| Interest and dividend income from perpetual trusts | <u>114,317</u> | <u>84,001</u> |
| Total Investment Income | <u>\$ 1,414,435</u> | <u>\$ 1,862,101</u> |

NOTE 6 - LONG-TERM DEBT

Long-term debt as of September 30, 2016 and 2015, is summarized as follows:

| | <u>2016</u> | <u>2015</u> |
|---|---------------|---------------|
| Public Finance Authority Healthcare Facility Expansion/ Refunding Bonds (Church Home of Hartford Incorporated Project) Series 2015A (PFA Bonds) dated April 1, 2015, \$34,510,000 original principal amount, plus original issue premium of \$760,619, maturing at various times through September 2038, with interest payable semi-annually on March 1 and September 1 at various interest rates from 4% to 5% and principal payable annually on September 1. | \$ 33,305,000 | \$ 34,170,000 |
| State of Connecticut Health and Educational Facilities Authority Revenue Bonds, Healthcare Facility Expansion Issue (Church Home of Hartford Incorporated Project) Series 2016A (CHEFA 2016A Bonds) dated April 1, 2016, \$52,515,000 original principal amount, plus original issue premium of \$1,639,570, maturing in September 2046 (\$23,240,000) and September 2053 (\$29,275,000), with interest payable semi-annually on March 1 and September 1 at an interest rate of 5%. Sinking fund installments of principal begin in September 2039. | 52,515,000 | - |
| State of Connecticut Health and Educational Facilities Authority Revenue Bonds, Healthcare Facility Expansion Issue (Church Home of Hartford Incorporated Project) Series 2016B-1 (CHEFA 2016B-1 Bond) dated April 1, 2016, \$9,250,000 original principal amount, maturing in April 2021, with interest payable semi-annually on March 1 and September 1 at an interest rate of 3.25%. | 9,250,000 | - |

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

| | | |
|---|-----------------------|----------------------|
| State of Connecticut Health and Educational Facilities Authority Revenue Bonds, Healthcare Facility Expansion Issue (Church Home of Hartford Incorporated Project) Series 2016B-2 (CHEFA 2016B-2 Bond) dated April 1, 2016, \$13,500,000 original principal amount, maturing in April 2020, with interest payable semi-annually on March 1 and September 1 at an interest rate of 2.875%. | 13,500,000 | - |
| Eversource interest free loans with total original principal amounts totaling \$348,032. Monthly principal payments are \$7,381 through July 2018. | <u>115,652</u> | <u>204,223</u> |
| | 108,685,652 | 34,374,223 |
| Less current portion | (983,571) | (953,571) |
| Less unamortized bond financing costs | (2,773,379) | (934,885) |
| Plus unamortized bond premium | <u>2,333,339</u> | <u>744,435</u> |
| Net Long-Term Debt | <u>\$ 107,262,041</u> | <u>\$ 33,230,202</u> |

The following is a schedule of long-term debt principal payments over the next five fiscal years and thereafter:

| Fiscal Year | PFA Bonds | CHEFA 2016A Bonds | CHEFA 2016B-1 Bond | CHEFA 2016B-2 Bond | Eversource |
|-------------|----------------------|-------------------------|--------------------------|--------------------------|-------------------|
| 2017 | \$ 895,000 | \$ - | \$ - | \$ - | \$ 88,571 |
| 2018 | 935,000 | - | - | - | 27,081 |
| 2019 | 970,000 | - | - | - | - |
| 2020 | 1,010,000 | - | - | 13,500,000 | - |
| 2021 | 1,050,000 | - | 9,250,000 | - | - |
| Thereafter | <u>28,445,000</u> | <u>52,515,000</u> | <u>-</u> | <u>-</u> | <u>-</u> |
| | <u>\$ 33,305,000</u> | <u>\$ 52,515,000</u> | <u>\$ 9,250,000</u> | <u>\$ 13,500,000</u> | <u>\$ 115,652</u> |

Covenants

The Company, under provisions of the PFA Bond Agreement, is required to maintain a debt service coverage ratio and meet a days cash on hand liquidity requirement. In the opinion of management, the Company is in compliance with these covenants at September 30, 2016.

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

NOTE 7 - CAPITAL LEASES

The Company entered into three capital lease agreements for phone, television and internet equipment during the years ended September 30, 2016 and 2015. The first capital lease began monthly payments of principal and interest of \$4,886 with an interest rate of approximately 6.1% in January 2016. The second capital lease began monthly payments of principal and interest of \$3,411 with an interest rate of approximately 5.97% in March 2016. The third capital lease begins monthly payments of principal and interest of \$2,366 with an interest rate of approximately 5.97% in October 2016. The Company's cumulative property and obligation under capital lease arrangement at the start of the lease agreements was \$703,215 based on the fair value of the furniture, fixtures and equipment acquired.

Amortization totaling \$35,161 and \$-0- was incurred for the years ended September 30, 2016 and 2015, respectively, relative to the furniture, fixtures and equipment under capital lease as included in depreciation on the consolidated statements of activities and change in net assets.

The following is a schedule by years of future minimum payments under capital leases, together with the present value of minimum lease payments as of September 30, 2016:

Year Ending September 30

| | | |
|-----------------------------------|----|----------------|
| 2017 | \$ | 118,774 |
| 2018 | | 127,962 |
| 2019 | | 127,962 |
| 2020 | | 127,962 |
| 2021 | | 127,962 |
| Thereafter | | 174,407 |
| Total minimum lease payments | | <u>805,029</u> |
| Less amount representing interest | | <u>138,337</u> |
| Capital Lease Obligations | \$ | <u>666,692</u> |

NOTE 8 - RETIREMENT PLANS

The Company maintains a 403(b) defined contribution plan (the Plan). Employees are eligible to participate in the Plan after any year in which they work 1,000 hours. The Company matches employee contributions up to 5.0% and 3.5% of eligible employees' payroll for 2016 and 2015, respectively. Employees are fully vested in the Plan after three years of employment. Expenses for employer contributions recognized in fiscal 2016 and 2015 were approximately \$414,000 and \$254,000, respectively. The Company also maintains a nonqualified deferred compensation plan for a key employee that is included as an asset and as a corresponding liability in the consolidated statements of financial position, which totaled \$94,542 and \$68,161 at September 30, 2016 and 2015, respectively.

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

NOTE 9 - ENDOWMENT

The Company's endowment consists of various individual funds established for a variety of purposes. The endowment includes both donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. The income earned on investments comprising the Company's donor-restricted endowment funds is designated by the donors to fund operations. As required by GAAP, net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.

Interpretation of Relevant Law

The Board of Directors of the Company has interpreted Connecticut Prudent Management of Institutional Funds Act (CTPMIFA) 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 this interpretation, the Company classifies 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 by the Company in a manner consistent with the standard of prudence prescribed by CTPMIFA. In accordance with CTPMIFA, the Company considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- The duration and preservation of the fund
- The purposes of the organization and the donor-restricted endowment fund
- General economic conditions
- The possible effect of inflation and deflation
- The expected total return from income and the appreciation of investments
- Other resources of the organization
- The investment policies of the organization

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

The total endowment funds of the Company at September 30, 2016 and 2015, are as follows:

| | Church Home of Hartford, Inc. Permanently Restricted Endowment Funds | Church Home of Hartford, Inc. Temporarily Restricted Endowment Funds | Total |
|---------------------------------------|---|---|--------------|
| Endowment assets - September 30, 2014 | \$ 370,000 | \$ 736,217 | \$ 1,106,217 |
| Investment return (loss): | | | |
| Interest and dividends | - | 16,082 | 16,082 |
| Realized gains | - | 35,916 | 35,916 |
| Unrealized losses | - | (129,466) | (129,466) |
| Total investment return (loss) | - | (77,468) | (77,468) |
| Endowment assets - September 30, 2015 | 370,000 | 658,749 | 1,028,749 |
| Investment loss: | | | |
| Realized losses | - | (14,984) | (14,984) |
| Unrealized losses) | - | (7,499) | (7,499) |
| Total investment loss | - | (22,483) | (22,483) |
| Endowment Assets - September 30, 2016 | \$ 370,000 | \$ 636,266 | \$ 1,006,266 |

Funds with Deficiencies - From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the amount required to be maintained by donors or by the law (underwater endowments). We have interpreted CTPMIFA to permit spending from underwater endowments in accordance with prudent measures required under law.

Return Objectives and Risk Parameters - The Company has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the organization must hold in perpetuity or for a donor-specified period(s) as well as board-designated funds. Under this policy, the Company expects its endowment funds, over time, to provide a total net return of approximately 4% over the average inflation rate of the preceding three years. Actual returns in any given year may vary from this amount.

Strategies Employed for Achieving Objectives - To satisfy its long-term rate-of-return objectives, the Company relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Company targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Spending Policy and How the Investment Objectives Relate to Spending Policy - The Company maintains a spending policy on board-restricted endowment funds, which limits the appropriation to up to 5% of the market value of endowment investment assets unless specifically approved by the Board. The Company maintains a spending policy on the earnings of donor-restricted funds in which the amount of funds to be appropriated will be determined annually as part of the budgeting process. In establishing these policies, the Company considered the long-term expected return on its endowment. This is consistent with the Company's objective to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term as well as to provide additional real growth through new gifts and investment return.

NOTE 10 - CASH FLOWS

Additional Cash Flow Information

The Company paid cash for interest of \$2,895,748 and \$961,682 during the years ended September 30, 2016 and 2015, respectively. Of the total cash paid for interest during the year ended September 30, 2016 and 2015, \$2,054,434 and \$482,140, respectively, related to financing of a construction project was capitalized. These amounts were reduced by \$263,509 and \$140,848, respectively, of investment income earned on cash and investments held by trustee during the year ended September 30, 2016 and 2015 and the net amount of \$1,790,925 and \$341,292 was included in property and equipment on the consolidated statement of financial position as of September 30, 2016 and 2015, respectively.

Noncash Investing and Financing Activities

During the years ended September 30, 2016 and 2015, the Company obtained equipment with a fair value of \$372,177 and \$333,038, respectively, by entering into capital lease arrangements. Also during the year ended September 30, 2015, the Company acquired \$363,088 of equipment which is included in accounts payable and accrued expense on the consolidated statement of financial position as of September 30, 2015.

NOTE 11 - LEASE AGREEMENTS

The Company leases various types of office equipment and services. Lease expense was approximately \$87,000 and \$88,000 for 2016 and 2015, respectively. The approximate minimum future lease payments under noncancelable operating leases with a remaining term in excess of one year as of September 30, 2016 for each of the next five years is as follows:

Year Ending September 30

| | | |
|------|----|--------|
| 2017 | \$ | 77,000 |
| 2018 | | 61,000 |
| 2019 | | 49,000 |
| 2020 | | - |
| 2021 | | - |

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

NOTE 12 - FUNCTIONAL EXPENSES

The Company provides healthcare and other services to its residents and patients. Expenses related to providing these services for the years ended September 30, 2016 and 2015, are as follows:

| | <u>2016</u> | <u>2015</u> |
|----------------------------------|----------------------|----------------------|
| Healthcare and resident services | \$ 22,989,150 | \$ 20,747,826 |
| General and administrative | <u>6,444,935</u> | <u>5,795,392</u> |
| | <u>\$ 29,434,085</u> | <u>\$ 26,543,218</u> |

NOTE 13 - COMMITMENTS

During 2016, the Company had entered into a contract with the general contractor for a construction project to expand and renovate the community through construction of 68 new independent living units and 12 new skilled nursing beds, in addition to other improvements (the Expansion Project). The contract calls for costs totaling approximately \$51,684,000, of which approximately \$7,524,000 has been completed through September 30, 2016, included as construction in progress on the consolidated statement of financial position as of September 30, 2016.

As of September 30, 2016, the Company has also entered into a contract with a project developer for the Expansion Project. The contract calls for a base development fee equal to 3.9% of the final project budget due 50% upon closing of permanent financing, 30% during the construction period and 20% upon obtaining a certificate of occupancy, and an administrative fee of 3.50% of the base development fee. The total fees are expected to total approximately \$3,950,000 based on the project budget as of September 30, 2016, of which \$2,447,000 has been incurred through September 30, 2016, included as property and equipment on the consolidated statement of financial position as of September 30, 2016. The contract also calls for a shared savings incentive fee based upon the saving achieved by not having to utilize the project contingency to fund project development costs. The shared savings incentive fee is 10% of the remaining project contingency after completion of construct and is payable upon final payment to the general contractor. Due to the construction still being in process as of September 30, 2016, the amount of the unused project contingency cannot be reasonably estimated to determine the shared savings incentive fee.

As of September 30, 2016, the Company has also entered into a contract with an architect for the Expansion Project. This contract is in addition to a contract entered into during 2015 for a project to renovate and expand resident common and administrative areas (the Repositioning Project), which was completed during 2016. The fees charged under the contracts are varying percentages of the total cost of work for the different components of the project. The total architect fees for the projects are expected to total approximately \$4,022,000 based on the project budget as of September 30, 2016, of which approximately \$3,501,000 has been incurred through September 30, 2016, included as property and equipment on the consolidated statement of financial position as of September 30, 2016.

BlumShapiro

Accounting | Tax | Business Consulting

Independent Auditors' Report on Supplementary Information

To the Board of Directors
Church Home of Hartford Incorporated and Subsidiaries

We have audited the consolidated financial statements of Church Home of Hartford Incorporated and Subsidiaries as of and for the years ended September 30, 2016 and 2015, and our report thereon dated December 27, 2016, which expressed an unmodified opinion on those consolidated financial statements, appears on pages 1 and 2. Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The consolidating schedules of financial position and activities and changes in net assets as of and for the years ended September 30, 2016 and 2015, are presented for the purposes of additional analysis and are 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 audits 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.

Blum, Shapiro & Company, P.C.

West Hartford, Connecticut
December 27, 2016

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES

CONSOLIDATING SCHEDULE OF FINANCIAL POSITION

SEPTEMBER 30, 2016

ASSETS

| | Church Home of Hartford Incorporated | Seabury Charitable Foundation, Inc. | Seabury at Home Inc. | Seabury at Powder Forest LLC | Eliminations | Total |
|---|--|--|----------------------------|---------------------------------------|-----------------------|-----------------------|
| Current Assets | | | | | | |
| Cash and cash equivalents | \$ 5,621,652 | \$ 134,907 | \$ 6,720,938 | \$ 1,119 | \$ - | \$ 12,478,616 |
| Cash and cash equivalents held by trustee | 18,714,427 | - | - | - | - | 18,714,427 |
| Entrance fee deposits | 2,359,629 | - | - | - | - | 2,359,629 |
| Accounts receivable, net | 1,451,635 | - | - | - | - | 1,451,635 |
| Accounts receivable, related party | 191,379 | - | - | - | (191,379) | - |
| Entrance fees receivable | 1,175,886 | - | 1,429,490 | - | - | 2,605,376 |
| Prepaid expenses and other current assets | 511,744 | 8,717 | 3,513 | 31,176 | - | 555,150 |
| Total current assets | <u>30,026,352</u> | <u>143,624</u> | <u>8,153,941</u> | <u>32,295</u> | <u>(191,379)</u> | <u>38,164,833</u> |
| Investments | | | | | | |
| Investments | 14,497,451 | 3,640,032 | - | - | - | 18,137,483 |
| Investments held by trustee | 49,680,543 | - | - | - | - | 49,680,543 |
| Total investments | <u>64,177,994</u> | <u>3,640,032</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>67,818,026</u> |
| Property and Equipment, at Cost | | | | | | |
| Land and improvements | 4,429,495 | - | 315,692 | 4,891,120 | - | 9,636,307 |
| Buildings and improvements | 80,440,662 | - | 545,793 | - | - | 80,986,455 |
| Furniture, fixtures and equipment | 9,601,628 | 20,257 | 85,186 | - | - | 9,707,071 |
| Vehicles | 212,171 | - | - | - | - | 212,171 |
| Construction in progress | 16,063,684 | - | 204,714 | - | - | 16,268,398 |
| | 110,747,640 | 20,257 | 1,151,385 | 4,891,120 | - | 116,810,402 |
| Less accumulated depreciation | 44,716,226 | 755 | 270,225 | - | - | 44,987,206 |
| Net property and equipment | <u>66,031,414</u> | <u>19,502</u> | <u>881,160</u> | <u>4,891,120</u> | <u>-</u> | <u>71,823,196</u> |
| Other Assets | | | | | | |
| Deferred compensation investments | 94,542 | - | - | - | - | 94,542 |
| Beneficial interest in perpetual trusts | 3,355,463 | - | - | - | - | 3,355,463 |
| Investment in Limited Partnership | 171,143 | - | - | - | - | 171,143 |
| Investment in Seabury at Powder Forest LLC | - | 2,461,178 | 2,461,178 | - | (4,922,356) | - |
| Loan receivable, related party | 1,565,663 | - | - | - | (1,565,663) | - |
| Pledges receivable | - | 85,448 | - | - | - | 85,448 |
| Other receivables | 5,567 | - | - | - | - | 5,567 |
| Total other assets | <u>5,192,378</u> | <u>2,546,626</u> | <u>2,461,178</u> | <u>-</u> | <u>(6,488,019)</u> | <u>3,712,163</u> |
| Total Assets | <u>\$ 165,428,138</u> | <u>\$ 6,349,784</u> | <u>\$ 11,496,279</u> | <u>\$ 4,923,415</u> | <u>\$ (6,679,398)</u> | <u>\$ 181,518,218</u> |

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES

CONSOLIDATING SCHEDULE OF FINANCIAL POSITION (CONTINUED) SEPTEMBER 30, 2016

LIABILITIES AND NET ASSETS

| | Church Home of Hartford Incorporated | Seabury Charitable Foundation, Inc. | Seabury at Home Inc. | Seabury at Powder Forest LLC | Eliminations | Total |
|---|--|--|----------------------------|------------------------------------|-----------------------|-----------------------|
| Current Liabilities | | | | | | |
| Current portion of bonds payable | \$ 895,000 | \$ - | \$ - | \$ - | \$ - | \$ 895,000 |
| Current portion of loans payable | 88,571 | - | - | - | - | 88,571 |
| Current portion of capital leases | 83,229 | - | - | - | - | 83,229 |
| Accounts payable and accrued expenses | 6,958,285 | 12,151 | 56,054 | 1,059 | - | 7,027,549 |
| Accounts payable, related party | - | - | 191,379 | - | (191,379) | - |
| Entrance fee deposits | 2,359,629 | - | - | - | - | 2,359,629 |
| Total current liabilities | <u>10,384,714</u> | <u>12,151</u> | <u>247,433</u> | <u>1,059</u> | <u>(191,379)</u> | <u>10,453,978</u> |
| Annuities Payable | <u>-</u> | <u>306,011</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>306,011</u> |
| Bonds Payable, Net of Current Portion and Bond Financing Costs | <u>107,234,960</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>107,234,960</u> |
| Loans Payable, Net of Current Portion | <u>27,081</u> | <u>-</u> | <u>1,565,663</u> | <u>-</u> | <u>(1,565,663)</u> | <u>27,081</u> |
| Capital Leases, Net of Current Portion | <u>583,463</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>583,463</u> |
| Deferred Compensation | <u>94,542</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>94,542</u> |
| Refundable and Nonrefundable Entrance Fees | | | | | | |
| Entrance fees refunds payable | 25,009,487 | - | 3,224,774 | - | - | 28,234,261 |
| Nonrefundable deferred fees, net | 16,448,331 | - | 6,490,184 | - | - | 22,938,515 |
| Total refundable and nonrefundable deferred entrance fees | <u>41,457,818</u> | <u>-</u> | <u>9,714,958</u> | <u>-</u> | <u>-</u> | <u>51,172,776</u> |
| Total liabilities | <u>159,782,578</u> | <u>318,162</u> | <u>11,528,054</u> | <u>1,059</u> | <u>(1,757,042)</u> | <u>169,872,811</u> |
| Net Assets | | | | | | |
| Unrestricted | 1,192,806 | 5,997,172 | (31,775) | 4,922,356 | (4,922,356) | 7,158,203 |
| Temporarily restricted | 727,291 | 34,450 | - | - | - | 761,741 |
| Permanently restricted | 3,725,463 | - | - | - | - | 3,725,463 |
| Total net assets | <u>5,645,560</u> | <u>6,031,622</u> | <u>(31,775)</u> | <u>4,922,356</u> | <u>(4,922,356)</u> | <u>11,645,407</u> |
| Total Liabilities and Net Assets | <u>\$ 165,428,138</u> | <u>\$ 6,349,784</u> | <u>\$ 11,496,279</u> | <u>\$ 4,923,415</u> | <u>\$ (6,679,398)</u> | <u>\$ 181,518,218</u> |

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES

CONSOLIDATING SCHEDULE OF FINANCIAL POSITION SEPTEMBER 30, 2015

ASSETS

| | Church Home of Hartford Incorporated | Seabury Charitable Foundation, Inc. | Seabury at Home Inc. | Seabury at Powder Forest LLC | Eliminations | Total |
|---|--|--|----------------------------|---------------------------------------|-----------------------|-----------------------|
| Current Assets | | | | | | |
| Cash and cash equivalents | \$ 4,419,309 | \$ 66,674 | \$ 5,156,524 | \$ 500 | \$ - | \$ 9,643,007 |
| Cash and cash equivalents held by trustee | 1,300,142 | - | - | - | - | 1,300,142 |
| Entrance fee deposits | 1,375,318 | - | - | - | - | 1,375,318 |
| Accounts receivable, net | 1,485,332 | - | - | - | - | 1,485,332 |
| Accounts receivable, related party | 516,551 | - | - | - | (516,551) | - |
| Entrance fees receivable | 771,110 | - | 1,776,519 | - | - | 2,547,629 |
| Prepaid expenses and other current assets | 664,128 | 13,273 | 2,425 | - | - | 679,826 |
| Total current assets | <u>10,531,890</u> | <u>79,947</u> | <u>6,935,468</u> | <u>500</u> | <u>(516,551)</u> | <u>17,031,254</u> |
| Investments | | | | | | |
| Investments | 14,785,792 | 3,834,917 | - | - | - | 18,620,709 |
| Investments held by trustee | 13,575,638 | - | - | - | - | 13,575,638 |
| Total investments | <u>28,361,430</u> | <u>3,834,917</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>32,196,347</u> |
| Property and Equipment, at Cost | | | | | | |
| Land and improvements | 4,429,495 | - | 315,692 | 4,891,120 | - | 9,636,307 |
| Buildings and improvements | 66,896,312 | - | 545,793 | - | - | 67,442,105 |
| Furniture, fixtures and equipment | 5,906,858 | - | 85,186 | - | - | 5,992,044 |
| Vehicles | 212,171 | - | - | - | - | 212,171 |
| Construction in progress | 8,486,436 | - | 151,138 | - | - | 8,637,574 |
| | 85,931,272 | - | 1,097,809 | 4,891,120 | - | 91,920,201 |
| Less accumulated depreciation | 41,620,225 | - | 219,286 | - | - | 41,839,511 |
| Net property and equipment | <u>44,311,047</u> | <u>-</u> | <u>878,523</u> | <u>4,891,120</u> | <u>-</u> | <u>50,080,690</u> |
| Other Assets | | | | | | |
| Deferred compensation investments | 68,161 | - | - | - | - | 68,161 |
| Beneficial interest in perpetual trusts | 1,790,475 | - | - | - | - | 1,790,475 |
| Investment in Limited Partnership | 104,956 | - | - | - | - | 104,956 |
| Investment in Seabury at Powder Forest LLC | - | 2,445,685 | 2,445,685 | - | (4,891,370) | - |
| Loan receivable, related party | 1,565,663 | - | - | - | (1,565,663) | - |
| Pledges receivable | - | 85,448 | - | - | - | 85,448 |
| Other receivables | 15,107 | - | - | - | - | 15,107 |
| Total other assets | <u>3,544,362</u> | <u>2,531,133</u> | <u>2,445,685</u> | <u>-</u> | <u>(6,457,033)</u> | <u>2,064,147</u> |
| Total Assets | <u>\$ 86,748,729</u> | <u>\$ 6,445,997</u> | <u>\$ 10,259,676</u> | <u>\$ 4,891,620</u> | <u>\$ (6,973,584)</u> | <u>\$ 101,372,438</u> |

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES

CONSOLIDATING SCHEDULE OF FINANCIAL POSITION SEPTEMBER 30, 2015

LIABILITIES AND NET ASSETS

| | Church Home of Hartford Incorporated | Seabury Charitable Foundation, Inc. | Seabury Seabury at Home Inc. | Seabury at Home Inc. | Eliminations | Total |
|---|--|--|---------------------------------------|----------------------------|-----------------------|-----------------------|
| Current Liabilities | | | | | | |
| Current portion of bonds payable | \$ 865,000 | \$ - | \$ - | \$ - | \$ - | \$ 865,000 |
| Current portion of loans payable | 88,571 | - | - | - | - | 88,571 |
| Current portion of capital lease | 48,863 | - | - | - | - | 48,863 |
| Accounts payable and accrued expenses | 5,238,120 | 30,974 | 36,838 | 250 | - | 5,306,182 |
| Accounts payable, related party | - | - | 516,551 | - | (516,551) | - |
| Entrance fee deposits | 1,375,318 | - | - | - | - | 1,375,318 |
| Total current liabilities | <u>7,615,872</u> | <u>30,974</u> | <u>553,389</u> | <u>250</u> | <u>(516,551)</u> | <u>7,683,934</u> |
| Annuities Payable | <u>-</u> | <u>367,330</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>367,330</u> |
| Bonds Payable, Net of Current Portion and Bond Financing Costs | <u>33,114,550</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>33,114,550</u> |
| Loans Payable, Net of Current Portion | <u>115,652</u> | <u>-</u> | <u>1,565,663</u> | <u>-</u> | <u>(1,565,663)</u> | <u>115,652</u> |
| Capital Lease, Net of Current Portion | <u>284,175</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>284,175</u> |
| Deferred Compensation | <u>68,161</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>68,161</u> |
| Refundable and Nonrefundable Entrance Fees | | | | | | |
| Entrance fees refunds payable | 25,006,635 | - | 2,614,658 | - | - | 27,621,293 |
| Nonrefundable deferred fees, net | 15,844,919 | - | 5,744,438 | - | - | 21,589,357 |
| Total refundable and nonrefundable deferred entrance fees | <u>40,851,554</u> | <u>-</u> | <u>8,359,096</u> | <u>-</u> | <u>-</u> | <u>49,210,650</u> |
| Total liabilities | <u>82,049,964</u> | <u>398,304</u> | <u>10,478,148</u> | <u>250</u> | <u>(2,082,214)</u> | <u>90,844,452</u> |
| Net Assets | | | | | | |
| Unrestricted | 1,873,964 | 6,016,660 | (218,472) | 4,891,370 | (4,891,370) | 7,672,152 |
| Temporarily restricted | 664,326 | 31,033 | - | - | - | 695,359 |
| Permanently restricted | 2,160,475 | - | - | - | - | 2,160,475 |
| Total net assets | <u>4,698,765</u> | <u>6,047,693</u> | <u>(218,472)</u> | <u>4,891,370</u> | <u>(4,891,370)</u> | <u>10,527,986</u> |
| Total Liabilities and Net Assets | <u>\$ 86,748,729</u> | <u>\$ 6,445,997</u> | <u>\$ 10,259,676</u> | <u>\$ 4,891,620</u> | <u>\$ (6,973,584)</u> | <u>\$ 101,372,438</u> |

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES

**CONSOLIDATING SCHEDULE OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED SEPTEMBER 30, 2016**

| | Church Home of Hartford Incorporated | | | Seabury Charitable Foundation, Inc. | | | Seabury at Home, Inc. | Seabury at Powder Forest LLC | Eliminations | Total |
|--|--------------------------------------|------------------------|------------------------|-------------------------------------|---------------------|------------------------|-----------------------|------------------------------|---------------------|-----------------------|
| | Unrestricted | Temporarily Restricted | Permanently Restricted | Total | Unrestricted | Temporarily Restricted | Total | Unrestricted | | |
| Revenues, Gains and Other Support | | | | | | | | | | |
| Health center patients, net of contractals | \$ 7,790,612 | \$ - | \$ - | \$ 7,790,612 | \$ - | \$ - | \$ - | \$ - | \$ (39,512) | \$ 7,751,100 |
| Assisted living services | 3,480,554 | - | - | 3,480,554 | - | - | - | - | (34,705) | 3,445,849 |
| Resident services | 10,788,039 | - | - | 10,788,039 | - | - | - | - | (74,769) | 10,713,270 |
| Home health revenue | 601,575 | - | - | 601,575 | - | - | - | 809,263 | - | 1,410,838 |
| Seabury at Home revenue | - | - | - | - | - | - | - | 511,732 | - | 492,251 |
| Services to Seabury at Home, Inc. | 1,168,199 | - | - | 1,168,199 | - | - | - | - | (1,168,199) | - |
| Amortization of nonrefundable deferred fees | 2,188,611 | - | - | 2,188,611 | - | - | - | 314,874 | - | 2,503,485 |
| Investment income (loss) | 1,280,671 | (14,984) | - | 1,265,687 | 117,257 | - | 117,257 | (16,507) | - | 1,399,451 |
| Other income | 422,114 | 65,446 | - | 507,562 | 112,516 | - | 112,516 | 82,211 | - | 627,425 |
| Contributions and gifts | - | - | - | - | 10,726 | 8,286 | 19,012 | - | - | 19,012 |
| Contributions from the Seabury Charitable Foundation, Inc. | 169,427 | - | - | 169,427 | - | - | - | - | - | (169,427) |
| Net assets released from restrictions | - | - | - | - | 4,869 | (4,869) | - | - | - | - |
| Total revenues, gains and other support | 27,889,802 | 70,464 | - | 27,960,266 | 245,368 | 3,417 | 248,785 | 1,701,573 | (1,547,943) | 28,362,681 |
| Expenses | | | | | | | | | | |
| Medical and other resident care | 8,046,001 | - | - | 8,046,001 | - | - | - | 1,140,621 | (1,068,932) | 8,117,690 |
| General and administrative | 9,701,117 | - | - | 9,701,117 | 481,917 | - | 481,917 | 323,316 | 33,014 | 10,027,339 |
| Dietary | 3,206,406 | - | - | 3,206,406 | - | - | - | - | - | 3,206,406 |
| Repairs and maintenance | 2,276,264 | - | - | 2,276,264 | - | - | - | - | - | 2,276,264 |
| Housekeeping and laundry | 782,305 | - | - | 782,305 | - | - | - | - | - | 782,305 |
| Interest expense, net | 1,130,131 | - | - | 1,130,131 | - | - | - | - | - | 1,130,131 |
| Depreciation | 3,732,782 | - | - | 3,732,782 | 755 | - | 755 | 50,939 | - | 3,784,476 |
| Total expenses | 28,875,006 | - | - | 28,875,006 | 482,672 | - | 482,672 | 1,514,876 | 33,014 | (1,580,957) |
| Income (Loss) from Operations | (985,204) | 70,464 | - | (914,740) | (237,304) | 3,417 | (233,687) | 186,697 | (33,014) | (961,930) |
| Change in Net Unrealized Gain (Loss) on Investments | 304,046 | (7,499) | - | 296,547 | 217,816 | - | 217,816 | - | - | 514,363 |
| Change in Interest in Perpetual Trusts | - | - | 120,897 | 120,897 | - | - | - | - | - | 120,897 |
| Gift Received in Interest in Perpetual Trusts | - | - | 1,444,091 | 1,444,091 | - | - | - | - | - | 1,444,091 |
| Change in Net Assets | (681,158) | 62,965 | 1,564,988 | 946,795 | (19,488) | 3,417 | (16,071) | 186,697 | (33,014) | 1,117,421 |
| Net Assets - Beginning of Year | 1,873,964 | 664,326 | 2,180,475 | 4,698,765 | 6,016,660 | 31,033 | 6,047,693 | (218,472) | 4,891,370 | 10,527,996 |
| Contributions from Members | - | - | - | - | - | - | - | 64,000 | (64,000) | - |
| Net Assets - End of Year | \$ 1,192,806 | \$ 727,291 | \$ 3,725,463 | \$ 5,645,560 | \$ 5,997,172 | \$ 34,450 | \$ 6,031,622 | \$ (31,775) | \$ 4,922,356 | \$ (4,922,356) |

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES

**CONSOLIDATING SCHEDULE OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED SEPTEMBER 30, 2015**

| | Church Home of Hartford Incorporated | | | | Seabury Charitable Foundation, Inc. | | | Seabury at Home, Inc. | Seabury at Powder Forest LLC | Eliminations | Total |
|--|--------------------------------------|---------------------------|---------------------------|--------------|-------------------------------------|---------------------------|--------------|--------------------------|------------------------------------|----------------|---------------|
| | Unrestricted | Temporarily Restricted | Permanently Restricted | Total | Unrestricted | Temporarily Restricted | Total | Unrestricted | Unrestricted | | |
| Revenues, Gains and Other Support | | | | | | | | | | | |
| Health center patients, net of contractals | \$ 7,221,687 | \$ - | \$ - | \$ 7,221,687 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ (8,362) | \$ 7,213,325 |
| Assisted living services | 3,634,514 | - | - | 3,634,514 | - | - | - | - | - | - | 3,634,514 |
| Resident services | 10,695,165 | - | - | 10,695,165 | - | - | - | - | - | - | 10,695,165 |
| Home health revenue | 564,253 | - | - | 564,253 | - | - | - | 764,252 | - | - | 1,328,505 |
| Seabury at Home revenue | - | - | - | - | - | - | - | 402,827 | - | (19,481) | 383,346 |
| Services to Seabury at Home, Inc. | 1,101,913 | - | - | 1,101,913 | - | - | - | - | - | (1,101,913) | - |
| Amortization of nonrefundable deferred fees | 2,079,945 | - | - | 2,079,945 | - | - | - | 291,900 | - | - | 2,371,845 |
| Investment income | 788,819 | 51,998 | - | 840,817 | 1,072,822 | - | 1,072,822 | (480) | - | 920 | 1,914,089 |
| Other income | 512,087 | - | - | 512,087 | 102,462 | - | 102,462 | 52,570 | - | (81,905) | 585,214 |
| Contributions and gifts | - | - | - | - | 72,195 | 4,930 | 77,125 | - | - | - | 77,125 |
| Contributions from the Seabury Charitable Foundation, Inc. | 218,793 | - | - | 218,793 | - | - | - | - | - | (218,793) | - |
| Net assets released from restrictions | - | - | - | - | 413 | (413) | - | - | - | - | - |
| Total revenues, gains and other support | 26,817,176 | 51,998 | - | 26,869,174 | 1,247,892 | 4,517 | 1,252,409 | 1,511,089 | - | (1,428,534) | 28,203,138 |
| Expenses | | | | | | | | | | | |
| Medical and other resident care | 7,565,608 | - | - | 7,565,608 | - | - | - | 967,386 | - | (924,399) | 7,608,595 |
| General and administrative | 8,706,413 | - | - | 8,706,413 | 489,297 | - | 489,297 | 331,129 | 920 | (506,055) | 9,021,704 |
| Dietary | 3,017,283 | - | - | 3,017,283 | - | - | - | - | - | - | 3,017,283 |
| Repairs and maintenance | 2,332,722 | - | - | 2,332,722 | - | - | - | - | - | - | 2,332,722 |
| Housekeeping and laundry | 757,208 | - | - | 757,208 | - | - | - | - | - | - | 757,208 |
| Interest expense, net | 605,591 | - | - | 605,591 | - | - | - | - | - | - | 605,591 |
| Depreciation | 3,155,309 | - | - | 3,155,309 | - | - | - | 44,806 | - | - | 3,200,115 |
| Total expenses | 26,140,134 | - | - | 26,140,134 | 489,297 | - | 489,297 | 1,343,321 | 920 | (1,430,454) | 26,543,218 |
| Income from Operations | 677,042 | 51,998 | - | 729,040 | 758,595 | 4,517 | 763,112 | 167,768 | (920) | 920 | 1,659,920 |
| Change In Net Unrealized Loss on Investments | (1,677,397) | (129,466) | - | (1,806,863) | (876,897) | - | (876,897) | - | - | - | (2,683,760) |
| Change in Interest In Perpetual Trusts | - | - | (178,618) | (178,618) | - | - | - | - | - | - | (178,618) |
| Change in Interest Rate Swap Obligation | (53,152) | - | - | (53,152) | - | - | - | - | - | - | (53,152) |
| Loss on Extinguishment of Debt | (372,077) | - | - | (372,077) | - | - | - | - | - | - | (372,077) |
| Change In Net Assets | (1,425,584) | (77,468) | (178,618) | (1,681,670) | (118,302) | 4,517 | (113,785) | 167,768 | (920) | 920 | (1,627,687) |
| Net Assets - Beginning of Year | 3,299,548 | 741,794 | 2,339,093 | 6,380,435 | 6,134,962 | 26,516 | 6,161,478 | (366,240) | - | - | 12,155,673 |
| Contributions from Members | - | - | - | - | - | - | - | - | 4,692,290 | (4,692,290) | - |
| Net Assets - End of Year | \$ 1,873,964 | \$ 664,326 | \$ 2,160,475 | \$ 4,698,765 | \$ 6,016,660 | \$ 31,033 | \$ 6,047,693 | \$ (218,472) | \$ 4,691,370 | \$ (4,691,370) | \$ 10,527,988 |

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES

CONSOLIDATING SCHEDULE OF CASH FLOWS
FOR THE YEAR ENDED SEPTEMBER 30, 2016

| | Church Home of Hartford Incorporated | Seabury Charitable Foundation, Inc. | Seabury at Home, Inc. | Seabury at Powder Forest LLC | Eliminations | Total |
|--|--|---|--------------------------|------------------------------------|--------------|---------------|
| Cash Flows from Operating Activities | | | | | | |
| Change in net assets | \$ 946,795 | \$ (16,071) | \$ 186,697 | \$ (33,014) | \$ 33,014 | \$ 1,117,421 |
| Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities: | | | | | | |
| Proceeds from entrance fees, net of refunds | 2,794,875 | - | 1,670,736 | - | - | 4,465,611 |
| Depreciation | 3,732,782 | 755 | 50,939 | - | - | 3,784,476 |
| Bad debt expense | 230,342 | - | - | - | - | 230,342 |
| Amortization of bond financing costs | 66,156 | - | - | - | - | 66,156 |
| Amortization of bond premium | (50,665) | - | - | - | - | (50,665) |
| Amortization of nonrefundable deferred fees | (2,188,611) | - | (314,874) | - | - | (2,503,485) |
| Change in net unrealized (gain) loss on investments | (296,547) | (217,816) | - | - | - | (514,363) |
| Change in interest in perpetual trusts | (120,897) | - | - | - | - | (120,897) |
| Loss on investment in Seabury at Powder Forest LLC | - | 16,507 | 16,507 | - | (33,014) | - |
| Gift received in interest in perpetual trusts | (1,444,091) | - | - | - | - | (1,444,091) |
| (Increase) decrease in operating assets: | | | | | | |
| Entrance fee deposits | (984,311) | - | - | - | - | (984,311) |
| Accounts receivable and pledges receivable | (196,645) | - | - | - | - | (196,645) |
| Accounts receivable, related party | 325,172 | - | - | - | (325,172) | - |
| Entrance fees receivable | (404,776) | - | 347,029 | - | - | (57,747) |
| Prepaid expenses and other current assets | 152,384 | 4,556 | (1,088) | (31,176) | - | 124,676 |
| Other receivables | 9,540 | - | - | - | - | 9,540 |
| Increase (decrease) in operating liabilities: | | | | | | |
| Accounts payable and accrued expenses | (228,024) | (18,823) | 19,216 | 809 | - | (226,822) |
| Accounts payable, related party | - | - | (325,172) | - | 325,172 | - |
| Entrance fee deposits | 984,311 | - | - | - | - | 984,311 |
| Annuities payable | - | (61,319) | - | - | - | (61,319) |
| Net cash provided by (used in) operating activities | 3,327,790 | (292,211) | 1,649,990 | (63,381) | - | 4,622,188 |
| Cash Purchases from Investing Activities | | | | | | |
| Purchases of investments and cash held by trustee, net | (53,000,489) | 412,701 | - | - | - | (52,587,788) |
| Investment in Seabury at Powder Forest LLC | - | (32,000) | (32,000) | - | 64,000 | - |
| Increase in accounts payable and accrued expenses related to construction | 1,948,189 | - | - | - | - | 1,948,189 |
| Purchases of property and equipment | (25,080,972) | (20,257) | (53,576) | - | - | (25,154,805) |
| Net cash provided by (used in) investing activities | (76,133,272) | 360,444 | (85,576) | - | 64,000 | (75,794,404) |
| Cash Flows from Financing Activities | | | | | | |
| Proceeds from issuance of bonds payable | 76,904,570 | - | - | - | - | 76,904,570 |
| Payment of bond financing costs | (1,904,651) | - | - | - | - | (1,904,651) |
| Principal payments on bonds payable | (865,000) | - | - | - | - | (865,000) |
| Principal payments on loan payable | (88,571) | - | - | - | - | (88,571) |
| Principal payments on capital leases | (38,523) | - | - | - | - | (38,523) |
| Contributions from members | - | - | - | 64,000 | (64,000) | - |
| Net cash provided by financing activities | 74,007,825 | - | - | 64,000 | (64,000) | 74,007,825 |
| Net Increase in Cash and Cash Equivalents | 1,202,343 | 68,233 | 1,564,414 | 619 | - | 2,835,609 |
| Cash and Cash Equivalents - Beginning of Year | 4,419,309 | 66,674 | 5,156,524 | 500 | - | 9,643,007 |
| Cash and Cash Equivalents - End of Year | \$ 5,621,652 | \$ 134,907 | \$ 6,720,938 | \$ 1,119 | \$ - | \$ 12,478,616 |

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES

CONSOLIDATING SCHEDULE OF CASH FLOWS
FOR THE YEAR ENDED SEPTEMBER 30, 2015

| | Church Home of Hartford Incorporated | Seabury Charitable Foundation, Inc. | Seabury at Home, Inc. | Seabury at Powder Forest LLC | Eliminations | Total |
|--|--|---|--------------------------|------------------------------------|--------------|----------------|
| Cash Flows from Operating Activities | | | | | | |
| Change in net assets | \$ (1,681,670) | \$ (113,785) | \$ 167,768 | \$ (920) | \$ 920 | \$ (1,627,687) |
| Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities: | | | | | | |
| Proceeds from entrance fees, net of refunds | 1,917,540 | - | 1,211,608 | - | - | 3,129,148 |
| Depreciation | 3,155,309 | - | 44,806 | - | - | 3,200,115 |
| Bad debt expense | 173,773 | - | - | - | - | 173,773 |
| Amortization of bond financing costs | 42,234 | - | - | - | - | 42,234 |
| Amortization of bond premium | (16,184) | - | - | - | - | (16,184) |
| Change in interest rate swap obligation | 53,152 | - | - | - | - | 53,152 |
| Amortization of nonrefundable deferred fees | (2,079,945) | - | (291,900) | - | - | (2,371,845) |
| Change in net unrealized (gain) loss on investments | 1,806,863 | 876,897 | - | - | - | 2,683,760 |
| Change in interest in perpetual trusts | 178,619 | - | - | - | - | 178,619 |
| Loss on extinguishment of debt | 372,077 | - | - | - | - | 372,077 |
| Loss on investment in Seabury at Powder Forest LLC | - | 460 | 460 | - | (920) | - |
| (Increase) decrease in operating assets: | | | | | | |
| Entrance fee deposits | (875,550) | - | - | - | - | (875,550) |
| Accounts receivable and pledges receivable | (446,402) | - | - | - | - | (446,402) |
| Accounts receivable, related party | 75,665 | - | - | - | (75,665) | - |
| Entrance fees receivable | 655,266 | - | (74,282) | - | - | 580,984 |
| Prepaid expenses and other current assets | 3,508 | (1,812) | 890 | - | - | 2,586 |
| Loan receivable, related party | 95,829 | - | - | - | (95,829) | - |
| Other receivables | 9,541 | - | - | - | - | 9,541 |
| Increase (decrease) in operating liabilities: | | | | | | |
| Accounts payable and accrued expenses | 347,508 | 16,626 | (90,782) | 250 | - | 273,602 |
| Accounts payable, related party | - | - | (75,665) | - | 75,665 | - |
| Entrance fee deposits | 872,050 | - | - | - | - | 872,050 |
| Loan payable, related party | - | - | (95,829) | - | 95,829 | - |
| Annuities payable | - | (136,209) | - | - | - | (136,209) |
| Net cash provided by (used in) operating activities | 4,659,183 | 642,177 | 797,074 | (670) | - | 6,097,784 |
| Cash Purchases from Investing Activities | | | | | | |
| Purchases of investments and cash held by trustee, net | (15,245,920) | 1,729,287 | - | - | - | (13,516,633) |
| Investment in Seabury at Powder Forest LLC | - | (2,446,145) | (2,446,145) | - | 4,892,290 | - |
| Increase in accounts payable and accrued expenses related to construction | 1,939,577 | - | - | - | - | 1,939,577 |
| Purchases of property and equipment | (9,271,325) | - | (76,183) | (4,891,120) | - | (14,238,628) |
| Net cash used in investing activities | (22,577,668) | (716,858) | (2,522,328) | (4,891,120) | 4,892,290 | (25,815,684) |
| Cash Flows from Financing Activities | | | | | | |
| Proceeds from issuance of bonds payable | 35,270,619 | - | - | - | - | 35,270,619 |
| Payment of bond financing costs | (955,209) | - | - | - | - | (955,209) |
| Principal payments on bonds payable | (1,510,000) | - | - | - | - | (1,510,000) |
| Principal payments on loan payable | (235,259) | - | - | - | - | (235,259) |
| Retirement of bonds payable | (12,675,000) | - | - | - | - | (12,675,000) |
| Repayment of loan payable | (969,207) | - | - | - | - | (969,207) |
| Prepayment penalty on bond payable | (127,614) | - | - | - | - | (127,614) |
| Payment to terminate interest rate swap obligation | (474,488) | - | - | - | - | (474,488) |
| Contributions from members | - | - | - | 4,892,290 | (4,892,290) | - |
| Net cash provided by financing activities | 18,323,842 | - | - | 4,892,290 | (4,892,290) | 18,323,842 |
| Net Increase (Decrease) in Cash and Cash Equivalents | 405,357 | (74,681) | (1,725,254) | 500 | - | (1,394,078) |
| Cash and Cash Equivalents - Beginning of Year | 4,013,952 | 141,355 | 6,881,778 | - | - | 11,037,085 |
| Cash and Cash Equivalents - End of Year | \$ 4,419,309 | \$ 66,674 | \$ 5,156,524 | \$ 500 | \$ - | \$ 9,643,007 |

EXHIBIT C

PRO FORMA INCOME STATEMENTS

SEABURY AT HOME, INCORPORATED
2017 SOURCES & USE OF FUNDS

Seabury At Home's operating budget projects revenues of \$2,182,844, with expenses of \$1,983,886, for excess revenues over disbursements of \$198,958. The projected membership growth rate is a conservative 3.75 new members per month for 45 new members, and a total by year end of 200 members. Seabury At Home has several membership plans, and the projected breakdown is as follows: 4 Platinum, 15 Gold, 20 Gold Plus, 2 Copper, 3 Titanium, and 1 Titanium Care.

Seabury At Home Incorporated
 Forecasted Income Statements
 For the Years Ending September 30, 2017 - 2019

1/29/2017

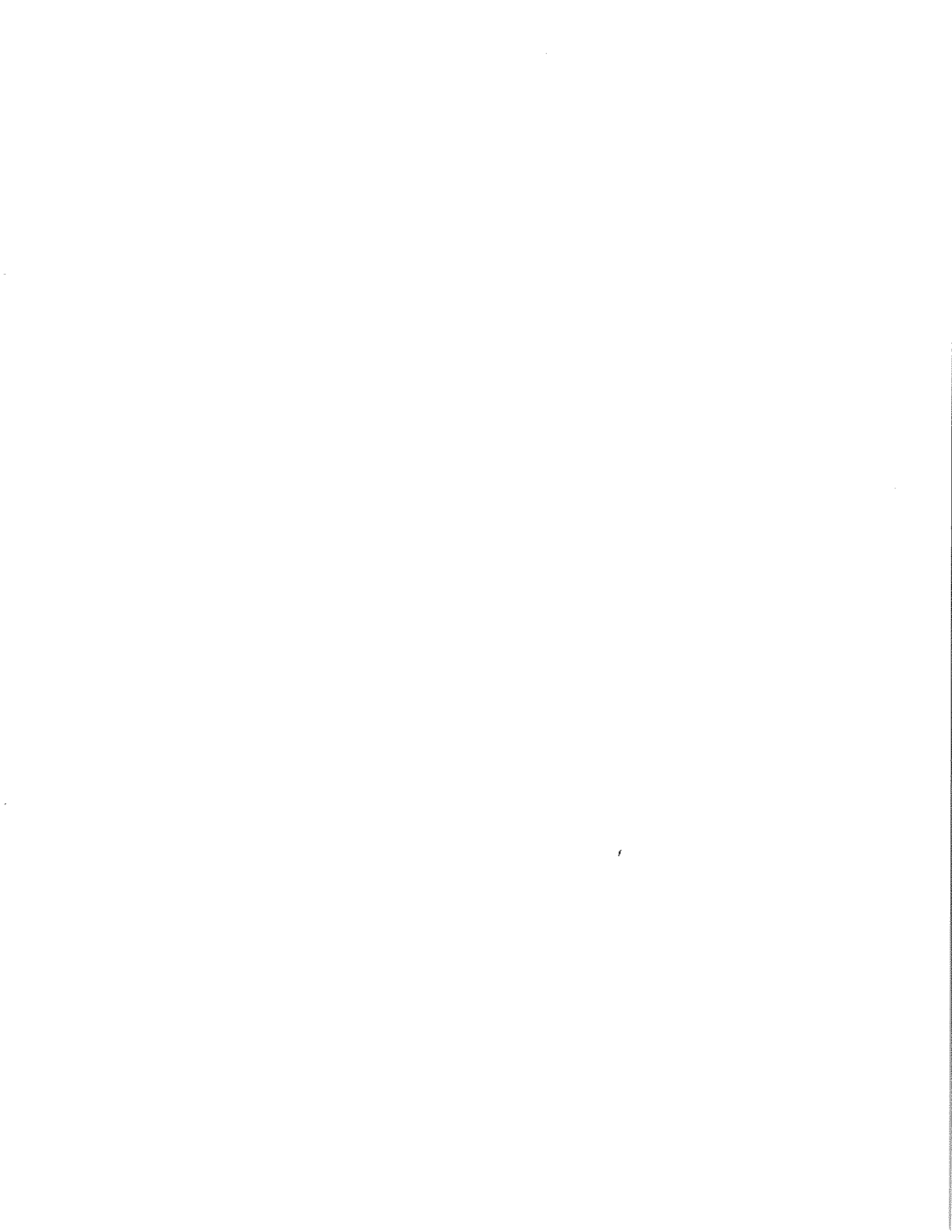
| | BUDGET FYE 9/30/17 | FORECAST FYE 9/30/18 | FORECAST FYE 9/30/19 |
|------------------------------------|-----------------------|-------------------------|-------------------------|
| Revenue: | | | |
| Monthly Fees | 595,056 | 668,069 | 830,153 |
| Admission Evaluations | 7,000 | 7,000 | 7,000 |
| Interest Income | 23,170 | 23,489 | 26,823 |
| Wellness Pass | 6,600 | 6,600 | 6,600 |
| Long Term Care Insurance | 28,872 | 15,848 | 15,848 |
| Earned Member Fees | 437,850 | 442,855 | 534,270 |
| Leased Rental Income | 19,481 | 19,481 | 0 |
| Life Line | 12,254 | 13,357 | 16,114 |
| Private Duty Nursing | 48,000 | 49,440 | 50,923 |
| Private Duty Personal Care | 999,000 | 1,028,970 | 1,059,839 |
| Finance Charges on Unpaid Balances | <u>5,561</u> | <u>2,781</u> | <u>50</u> |
| Total Revenue | 2,182,844 | 2,277,890 | 2,547,620 |
| Expenses: | | | |
| Seabury Contracted Services | 1,115,059 | 1,148,511 | 1,250,526 |
| Marketing/Public Relations | 210,000 | 216,300 | 222,789 |
| Emergency Response | 0 | 0 | 0 |
| Skilled Nursing Permanent Care | 300,000 | 248,251 | 245,000 |
| Home Health Care | 2,000 | 2,060 | 2,122 |
| Skilled Nursing Temporary Care | 0 | 18,750 | 26,750 |
| Delivered Meals | 300 | 0 | 1,000 |
| Assisted Living Temporary Care | 0 | 18,250 | 26,000 |
| Repairs to Building | 3,000 | 3,090 | 3,183 |
| Live In | 110,000 | 90,500 | 164,250 |
| Exterminations | 800 | 824 | 849 |
| Companions | 0 | 7,500 | 10,750 |
| Trash Removal | 1,500 | 1,545 | 1,591 |
| Snow Removal | 5,000 | 5,150 | 5,305 |
| Contract Lawn Service | 6,000 | 6,180 | 6,365 |
| Contract Maintenance Service | 2,500 | 2,575 | 2,652 |
| Maintenance Supplies | 500 | 515 | 530 |
| Contract Housekeeping SVC | 600 | 618 | 637 |
| Housekeeping Supplies | 300 | 309 | 318 |
| Electricity | 4,000 | 4,120 | 4,244 |
| Fuel Oil | 3,000 | 3,090 | 3,183 |
| Corporate Insurance - General | 21,500 | 22,145 | 22,809 |
| Depreciation | 53,110 | 50,648 | 50,648 |
| Real Estate Taxes | 8,132 | 8,376 | 8,627 |
| Accounting/Audit | 6,700 | 6,901 | 7,108 |
| Printing | 4,200 | 4,326 | 4,456 |
| Education/Training | 3,500 | 3,605 | 3,713 |
| Travel | 30,000 | 10,000 | 10,300 |
| Dues/Licenses/Fees | 22,000 | 22,660 | 23,340 |
| Postage | 2,000 | 2,060 | 2,122 |
| Office Supplies | 2,000 | 2,060 | 2,122 |
| Dining/Catering | 1,000 | 1,030 | 1,061 |
| Physician Fees | 7,000 | 7,000 | 7,000 |
| Cell Phones | 4,000 | 4,120 | 4,244 |
| Life Line | 23,000 | 25,070 | 30,245 |
| Transportation | 1,000 | 1,030 | 1,061 |
| Data Processing | 5,000 | 5,150 | 5,305 |
| Equipment Rental | 3,685 | 3,796 | 3,909 |
| Water/Sewer | 400 | 412 | 424 |
| Employee Recruiting | 1,700 | 1,751 | 1,804 |
| Home Safety Inspections | 3,000 | 3,000 | 3,000 |
| Medical Supplies | 700 | 721 | 743 |
| Member Social Events | 3,500 | 3,605 | 3,713 |
| Gas | 3,200 | 3,296 | 3,395 |
| Rent | <u>9,000</u> | <u>9,270</u> | <u>9,548</u> |
| Total Expenses | 1,983,886 | 1,980,170 | 2,188,739 |
| Net Profit (Loss) from Operations | 198,958 | 297,720 | 358,881 |
| Fund Balance, Beginning of Year | (31,778) | 167,180 | 464,900 |
| Fund Balance , End of Year | 167,180 | 464,900 | 823,781 |

Seabury At Home Incorporated
 Forecasted Statements of Cash Flow
 For the Years Ending September 30, 2017 - 2019

| | <u>BUDGET</u> <u>FYE 9/30/17</u> | <u>FORECAST</u> <u>FYE 9/30/18</u> | <u>FORECAST</u> <u>FYE 9/30/19</u> |
|---|-------------------------------------|---------------------------------------|---------------------------------------|
| Net Income (Loss) | 198,958 | 297,720 | 358,881 |
| Adjustments: | | | |
| Depreciation | 53,110 | 50,648 | 50,648 |
| Earned Membership Fees | (437,850) | (442,855) | (534,270) |
| Membership Fees Received | 2,319,000 | 964,800 | 2,508,000 |
| Membership Fees Refunded | (901,318) | (912,318) | (920,318) |
| Changes in Current Liabilities | 7,423 | 7,646 | 7,875 |
| Changes in Current Assets | (34,837) | (50,176) | (51,682) |
| Net Cash Provided from Operating Activities | 1,204,486 | (84,535) | 1,419,134 |
| Cash Flow from Investing Activities: | | | |
| Capital Improvements and Equipment | | | |
| Investment in Seabury at Powder Forest | (60,500) | (62,315) | (64,184) |
| Net Cash Used in Investing Activities | (60,500) | (62,315) | (64,184) |
| Cash Flow from Financing Activities: | | | |
| Repayment of Loan Payable to CHHI Endowment | (177,231) | (99,479) | (40,584) |
| Repayment of Loan to Seabury | | | (108,276) |
| Net Cash Used in Financing Activities | (177,231) | (99,479) | (148,860) |
| Miscellaneous Adjustment | 0 | 0 | 0 |
| Annual Cash Flow | 966,755 | (246,329) | 1,206,090 |
| Cash Beginning of Year | 6,720,939 | 7,687,694 | 7,441,365 |
| Cash End of Year | 7,687,694 | 7,441,365 | 8,647,455 |

Seabury At Home Incorporated
 Forecasted Balance Sheets
 For the Years Ending September 30, 2017 - 2019

| | <u>BUDGET</u> <u>FYE 9/30/17</u> | <u>FORECAST</u> <u>FYE 9/30/18</u> | <u>FORECAST</u> <u>FYE 9/30/19</u> |
|--|-------------------------------------|---------------------------------------|---------------------------------------|
| Assets | | | |
| Current Assets: | | | |
| Cash | 7,687,694 | 7,441,365 | 8,647,455 |
| Accounts Receivable | 1,458,079 | 1,501,821 | 1,546,876 |
| Prepaid Expenses | 214,473 | 220,907 | 227,534 |
| Total Current Assets | 9,360,246 | 9,164,093 | 10,421,865 |
| Property, Plant and Equipment, Net | 623,336 | 572,688 | 522,040 |
| Investment in Seabury at Powder Forest | 2,521,678 | 2,583,993 | 2,648,177 |
| Total Assets | 12,505,260 | 12,320,774 | 13,592,082 |
| Liabilities and Fund Balance | | | |
| Accounts Payable | 254,857 | 262,503 | 270,378 |
| Deferred Membership Fees | 10,694,790 | 10,304,417 | 11,357,829 |
| Loan Payable to CHHI Endowment | 140,063 | 40,584 | 0 |
| Loan Payable to Seabury | 1,248,370 | 1,248,370 | 1,140,094 |
| Total Loans Payable | 1,388,433 | 1,288,954 | 1,140,094 |
| Fund Balance | 167,180 | 464,900 | 823,781 |
| Total Liabilities and Fund Balance | 12,505,260 | 12,320,774 | 13,592,082 |



Seabury At Home Incorporated
 Growth Rate Assumptions
 For the Years Ending September 30, 2017 - 2019

| | <u>BUDGET</u> <u>FYE 9/30/17</u> | <u>FORECAST</u> <u>FYE 9/30/18</u> | <u>FORECAST</u> <u>FYE 9/30/19</u> |
|--|-------------------------------------|---------------------------------------|---------------------------------------|
| Monthly Fees Increase | 2% | 3% | 3% |
| Additional Annual Members | 45 | 45 | 45 |
| Member transfers to Seabury's New Apartments | | 27 | |
| Membership Fees Increase | 2% | 2% | 2% |
| Interest Income | 0.021% | 0.021% | 0.021% |
| Private Duty Nursing | 0% | 3% | 3% |
| Private Duty Personal Care | 0% | 3% | 3% |
| Salaries Expenses Increase | 3% | 3% | 3% |
| Other Expenses Increase | 3% | 3% | 3% |
| Additional Personal Care Coordinators | | | 1.0 |

EXHIBIT D

MEMBERSHIP FEES/PERIODIC CHARGES

PAYMENT OF MEMBERSHIP FEE OR OTHER TRANSFER OF ASSETS PURSUANT TO A LIFE PLAN CONTRACT (CONTINUING CARE CONTRACT) MAY HAVE SIGNIFICANT TAX CONSEQUENCES. ANY PERSON CONSIDERING SUCH PAYMENT OR TRANSFER MAY WISH TO CONSULT A QUALIFIED ADVISOR.



Platinum Plan

90% Refundable Option

100% Coverage of both Home and Facility Based Care
(Assisted Living and Skilled Nursing)

\$459 Single Monthly Fee

| <u>Age</u> | <u>Membership Fee</u> | <u>Age</u> | <u>Membership Fee</u> |
|------------|-----------------------|------------|-----------------------|
| 50 | \$45,556 | 71 | \$100,937 |
| 51 | \$46,310 | 72 | \$105,653 |
| 52 | \$47,065 | 73 | \$110,368 |
| 53 | \$47,819 | 74 | \$115,084 |
| 54 | \$48,573 | 75 | \$119,799 |
| 55 | \$49,328 | 76 | \$125,911 |
| 56 | \$51,403 | 77 | \$132,024 |
| 57 | \$53,478 | 78 | \$138,136 |
| 58 | \$55,552 | 79 | \$144,249 |
| 59 | \$57,627 | 80 | \$150,361 |
| 60 | \$60,126 | 81 | \$159,149 |
| 61 | \$63,521 | 82 | \$167,935 |
| 62 | \$66,913 | 83 | \$176,722 |
| 63 | \$70,309 | 84 | \$185,508 |
| 64 | \$73,703 | 85 | \$194,297 |
| 65 | \$77,098 | 86 | \$205,234 |
| 66 | \$80,922 | 87 | \$216,174 |
| 67 | \$84,747 | 88 | \$227,630 |
| 68 | \$89,634 | 89 | \$239,695 |
| 69 | \$92,397 | | |
| 70 | \$96,223 | | |

*This plan ends at 89. Please see other plans for accommodations over 89.



Gold Plan

2% Declining Refund Option
 100% Coverage of both Home and Facility Based Care
 (Assisted Living and Skilled Nursing)
 \$459 Single Monthly Fee

| <u>Age</u> | <u>Membership Fee</u> | <u>Age</u> | <u>Membership Fee</u> |
|------------|-----------------------|------------|-----------------------|
| 50 | \$21,877 | 71 | \$56,913 |
| 51 | \$23,688 | 72 | \$58,325 |
| 52 | \$25,502 | 73 | \$59,736 |
| 53 | \$27,315 | 74 | \$61,147 |
| 54 | \$29,127 | 75 | \$62,560 |
| 55 | \$30,940 | 76 | \$64,076 |
| 56 | \$32,752 | 77 | \$65,590 |
| 57 | \$34,564 | 78 | \$67,107 |
| 58 | \$36,377 | 79 | \$68,622 |
| 59 | \$38,190 | 80 | \$70,137 |
| 60 | \$40,002 | 81 | \$72,294 |
| 61 | \$41,638 | 82 | \$74,450 |
| 62 | \$43,279 | 83 | \$76,606 |
| 63 | \$44,916 | 84 | \$78,761 |
| 64 | \$46,553 | 85 | \$80,919 |
| 65 | \$48,190 | 86 | \$83,489 |
| 66 | \$49,652 | 87 | \$86,060 |
| 67 | \$51,114 | 88 | \$88,728 |
| 68 | \$52,576 | 89 | \$91,480 |
| 69 | \$54,039 | 90 | \$94,225 |
| 70 | \$55,500 | | |

*Individuals 91 and over will have a Membership Fee based on age 90.



Gold^{Plus} Plan

2% Declining Refund Option

100% Coverage of both Home- and Facility-Based Care
(Assisted Living and Skilled Nursing)

| <u>Age</u> | <u>Membership Fee</u> | <u>Age</u> | <u>Membership Fee</u> |
|------------|-----------------------|------------|-----------------------|
| 50 | \$21,877 | 71 | \$56,913 |
| 51 | \$23,688 | 72 | \$58,325 |
| 52 | \$25,502 | 73 | \$59,736 |
| 53 | \$27,315 | 74 | \$61,147 |
| 54 | \$29,127 | 75 | \$62,560 |
| 55 | \$30,940 | 76 | \$64,076 |
| 56 | \$32,752 | 77 | \$65,590 |
| 57 | \$34,564 | 78 | \$67,107 |
| 58 | \$36,377 | 79 | \$68,622 |
| 59 | \$38,190 | 80 | \$70,137 |
| 60 | \$40,002 | 81 | \$72,294 |
| 61 | \$41,638 | 82 | \$74,450 |
| 62 | \$43,279 | 83 | \$76,606 |
| 63 | \$44,916 | 84 | \$78,761 |
| 64 | \$46,553 | 85 | \$80,919 |
| 65 | \$48,190 | 86 | \$83,489 |
| 66 | \$49,652 | 87 | \$86,060 |
| 67 | \$51,114 | 88 | \$88,728 |
| 68 | \$52,576 | 89 | \$91,480 |
| 69 | \$54,039 | 90 | \$94,225 |
| 70 | \$55,500 | | |

The discounted monthly fee varies depending on the long-term care insurance policy maintained by the member. A Gold^{Plus} member must maintain a long-term care insurance policy that meets Program Criteria in exchange for a discounted monthly fee. A change from the Gold^{Plus} Plan to the Gold Plan, at any time, will necessitate additional fees, based on the difference between the discounted monthly fee and the current monthly fee for the Gold Plan. These fees will be retroactive from the "Membership Date". As a Gold^{Plus} member, if you receive Home- and/or Facility- Based services, Seabury At Home will pay the difference between the per day cost of services and the covered amount you are eligible for under your long term care policy.

*Individuals 91 and over will have a Membership Fee based on age 90.



Silver Plan

2% Declining Refund Option
 30% Co-Pay of both Home and Facility Based Care
 (Assisted Living and Skilled Nursing)
 \$402 Single Monthly Fee

| <u>Age</u> | <u>Membership Fee</u> | <u>Age</u> | <u>Membership Fee</u> |
|------------|-----------------------|------------|-----------------------|
| 50 | \$15,565 | 71 | \$39,390 |
| 51 | \$16,681 | 72 | \$40,385 |
| 52 | \$17,796 | 73 | \$41,380 |
| 53 | \$18,912 | 74 | \$42,376 |
| 54 | \$20,027 | 75 | \$43,369 |
| 55 | \$21,142 | 76 | \$44,435 |
| 56 | \$22,413 | 77 | \$45,503 |
| 57 | \$23,684 | 78 | \$46,568 |
| 58 | \$24,956 | 79 | \$47,635 |
| 59 | \$26,227 | 80 | \$48,701 |
| 60 | \$27,499 | 81 | \$50,213 |
| 61 | \$28,649 | 82 | \$51,723 |
| 62 | \$29,800 | 83 | \$53,234 |
| 63 | \$30,950 | 84 | \$54,746 |
| 64 | \$32,098 | 85 | \$56,255 |
| 65 | \$33,249 | 86 | \$58,057 |
| 66 | \$34,278 | 87 | \$59,857 |
| 67 | \$35,307 | 88 | \$61,712 |
| 68 | \$36,336 | 89 | \$63,627 |
| 69 | \$37,367 | 90 | \$65,597 |
| 70 | \$38,396 | | |

*Individuals 91 and over will have a Membership Fee based on age 90.



Sterling Plan

2% Declining Refund Option
 100% Coverage Home Based Care
 \$330 Single Monthly Fee

| <u>Age</u> | <u>Membership Fee</u> | <u>Age</u> | <u>Membership Fee</u> |
|------------|-----------------------|------------|-----------------------|
| 50 | \$4,145 | 71 | \$23,316 |
| 51 | \$4,676 | 72 | \$24,574 |
| 52 | \$5,206 | 73 | \$25,833 |
| 53 | \$5,736 | 74 | \$27,091 |
| 54 | \$6,267 | 75 | \$28,348 |
| 55 | \$6,798 | 76 | \$29,507 |
| 56 | \$7,329 | 77 | \$30,664 |
| 57 | \$7,859 | 78 | \$31,823 |
| 58 | \$8,390 | 79 | \$32,981 |
| 59 | \$8,920 | 80 | \$34,139 |
| 60 | \$9,451 | 81 | \$35,182 |
| 61 | \$10,700 | 82 | \$36,224 |
| 62 | \$11,946 | 83 | \$37,267 |
| 63 | \$13,195 | 84 | \$38,309 |
| 64 | \$14,441 | 85 | \$39,352 |
| 65 | \$15,689 | 86 | \$40,218 |
| 66 | \$16,962 | 87 | \$41,083 |
| 67 | \$18,237 | 88 | \$41,949 |
| 68 | \$19,512 | 89 | \$42,815 |
| 69 | \$20,787 | 90 | \$43,679 |
| 70 | \$22,061 | | |

*Individuals 91 and over will have a Membership Fee based on age 90.



Copper Plan
2% Declining Refund Option
50% Co-Pay of Home Based Care
\$259 Single Monthly Fee

| <u>Age</u> | <u>Membership Fee</u> | <u>Age</u> | <u>Membership Fee</u> |
|------------|-----------------------|------------|-----------------------|
| 50 | \$3,762 | 71 | \$13,877 |
| 51 | \$4,186 | 72 | \$14,410 |
| 52 | \$4,611 | 73 | \$14,942 |
| 53 | \$5,036 | 74 | \$15,473 |
| 54 | \$5,460 | 75 | \$16,007 |
| 55 | \$5,884 | 76 | \$16,494 |
| 56 | \$6,309 | 77 | \$16,983 |
| 57 | \$6,733 | 78 | \$17,471 |
| 58 | \$7,158 | 79 | \$17,958 |
| 59 | \$7,583 | 80 | \$18,448 |
| 60 | \$8,007 | 81 | \$18,886 |
| 61 | \$8,535 | 82 | \$19,326 |
| 62 | \$9,062 | 83 | \$19,766 |
| 63 | \$9,590 | 84 | \$20,204 |
| 64 | \$10,118 | 85 | \$20,644 |
| 65 | \$10,647 | 86 | \$21,014 |
| 66 | \$11,186 | 87 | \$21,382 |
| 67 | \$11,725 | 88 | \$21,752 |
| 68 | \$12,266 | 89 | \$22,121 |
| 69 | \$12,805 | 90 | \$22,489 |
| 70 | \$13,347 | | |

*Individuals 91 and over will have a Membership Fee based on age 90.



TitaniumCARE Plan
 2% Declining Refund Option
 100% Coverage of Facility Based Care
 (Assisted Living and Skilled Nursing)
 \$416 Single Monthly Fee

| <u>Age</u> | <u>Membership Fee</u> | <u>Age</u> | <u>Membership Fee</u> |
|------------|-----------------------|------------|-----------------------|
| 50 | \$20,808 | 71 | \$24,203 |
| 51 | \$21,027 | 72 | \$24,312 |
| 52 | \$21,246 | 73 | \$24,422 |
| 53 | \$21,466 | 74 | \$24,532 |
| 54 | \$21,684 | 75 | \$24,641 |
| 55 | \$21,903 | 76 | \$24,750 |
| 56 | \$22,122 | 77 | \$24,860 |
| 57 | \$22,341 | 78 | \$24,970 |
| 58 | \$22,560 | 79 | \$25,079 |
| 59 | \$22,780 | 80 | \$25,189 |
| 60 | \$22,998 | 81 | \$25,903 |
| 61 | \$23,108 | 82 | \$26,618 |
| 62 | \$23,217 | 83 | \$27,332 |
| 63 | \$23,326 | 84 | \$28,047 |
| 64 | \$23,437 | 85 | \$28,762 |
| 65 | \$23,547 | 86 | \$29,059 |
| 66 | \$23,656 | 87 | \$29,355 |
| 67 | \$23,765 | 88 | \$29,651 |
| 68 | \$23,874 | 89 | \$29,948 |
| 69 | \$23,984 | 90 | \$30,244 |
| 70 | \$24,093 | | |

*Individuals 91 and over will have a Membership Fee based on age 90.



Titanium Plan

2% Declining Refund Option
 (\$150 Cap on Assisted Living/Memory Care)
 (\$300 Cap on Skilled Nursing)
 \$416 Single Monthly Fee

| <u>Age</u> | <u>Membership Fee</u> | <u>Age</u> | <u>Membership Fee</u> |
|------------|-----------------------|------------|-----------------------|
| 50 | \$15,814 | 71 | \$18,395 |
| 51 | \$15,980 | 72 | \$18,477 |
| 52 | \$16,147 | 73 | \$18,561 |
| 53 | \$16,314 | 74 | \$18,644 |
| 54 | \$16,480 | 75 | \$18,727 |
| 55 | \$16,646 | 76 | \$18,811 |
| 56 | \$16,813 | 77 | \$18,893 |
| 57 | \$16,979 | 78 | \$18,977 |
| 58 | \$17,146 | 79 | \$19,060 |
| 59 | \$17,312 | 80 | \$19,143 |
| 60 | \$17,479 | 81 | \$19,654 |
| 61 | \$17,562 | 82 | \$20,165 |
| 62 | \$17,645 | 83 | \$20,675 |
| 63 | \$17,729 | 84 | \$21,186 |
| 64 | \$17,811 | 85 | \$21,697 |
| 65 | \$17,895 | 86 | \$21,921 |
| 66 | \$17,979 | 87 | \$22,145 |
| 67 | \$18,061 | 88 | \$22,369 |
| 68 | \$18,145 | 89 | \$22,592 |
| 69 | \$18,227 | 90 | \$22,816 |
| 70 | \$18,311 | | |

*Individuals 91 and over will have a Membership Fee based on age 90.

EXHIBIT E

PAYMENT PLANS

EXHIBIT E

SEABURY AT HOME
PAYMENT PLANS

| TYPE OF SERVICE | <u>PLATINUM*</u> | <u>GOLD</u> | <u>GOLD^{PLUS**}</u> | <u>SILVER</u> | <u>STERLING</u> | <u>COPPER</u> |
|--------------------------------|------------------|-------------|------------------------------|---------------|-----------------|---------------|
| Care Coordination | 100% | 100% | 100% | 100% | 100% | 100% |
| Health Support Services | | | | | | |
| Home Nurse Visits | 100% | 100% | 100% | 70% | 100% | 50% |
| Personal Care Aide | 100% | 100% | 100% | 70% | 100% | 50% |
| Companion Services | 100% | 100% | 100% | 70% | 100% | 50% |
| Live In Companion | 100% | 100% | 100% | 70% | 100% | 50% |
| Adult Day Care | 100% | 100% | 100% | 70% | 100% | 50% |
| Emergency Response System | 100% | 100% | 100% | 100% | 100% | 100% |
| Annual Physical Exam | 100% | 100% | 100% | 100% | 100% | 100% |
| Biennial Home Inspection | 100% | 100% | 100% | 100% | 100% | 100% |
| Transportation | 100% | 100% | 100% | 100% | 100% | 100% |
| Delivered Meals | 100% | 100% | 100% | 70% | 100% | 50% |
| Assisted Living | 100% | 100% | 100% | 70% | 0% | 0% |
| Nursing Home Care | 100% | 100% | 100% | 70% | 0% | 0% |

*Seabury At Home will refund 90% of the membership fee to you or a Platinum Member's estate.

** For Gold, Gold Plus, Silver, Sterling, Copper, Titanium Care, or Titanium Payment Plans, you or your estate shall be due a refund equal to the Membership Fee less two percent thereof for each calendar month between the date you signed this Agreement and the Termination Date, upon termination by you after the Membership Date. No refund shall be due if you terminate this Agreement more than fifty (50) months after the date you signed this Agreement.

**A Gold^{Plus} member must maintain a long-term care insurance policy that meets Program Criteria. A change from the Gold^{Plus} plan to the Gold Plan, at any time, will necessitate additional fees, based on the difference between the discounted monthly fee and the current monthly fee for the Gold Plan. These fees will be retroactive from the "Membership Date".

EXHIBIT E

SEABURY AT HOME PAYMENT PLANS

| TYPE OF SERVICE | <u>TITANIUM</u> <u>CARE**</u> | <u>TITANIUM**</u> |
|--------------------------------|----------------------------------|-------------------|
| Care Coordination | 100% | 100% |
| Health Support Services | | |
| Home Nurse Visits | 0% | 0% |
| Personal Care Aide | 0% | 0% |
| Companion Services | 0% | 0% |
| Live In Companion | 0% | 0% |
| Adult Day Care | 0% | 0% |
| Emergency Response System | 100% | 100% |
| Annual Physical Exam | 100% | 100% |
| Biennial Home Inspection | 100% | 100% |
| Transportation | 0% | 0% |
| Delivered Meals | 0% | 0% |
| Assisted Living | 100% | \$150 cap |
| Nursing Home Care | 100% | \$300 cap |

*Seabury At Home will refund 90% of the membership fee to you or a Platinum Member's estate.

** For Gold, Gold Plus, Silver, Sterling, Copper, Titanium Care or Titanium Payment Plans, you or your estate shall be due a refund equal to the Membership Fee less two percent thereof for each calendar month between the date you signed this Agreement and the Termination Date, upon termination by you after the Membership Date. No refund shall be due if you terminate this Agreement more than fifty (50) months after the date you signed this Agreement.

**A Gold ^{Plus} member must maintain a long-term care insurance policy that meets Program Criteria. A change from the Gold ^{Plus} plan to the Gold Plan, at any time, will necessitate additional fees, based on the difference between the discounted monthly fee and the current monthly fee for the Gold Plan. These fees will be retroactive from the "Membership Date".

EXHIBIT F

STATEMENT OF ACTUARIAL OPINION



415 Main Street
Reisterstown, MD 21136-1905
410-833-4220
410-833-4229 (fax)
www.continuingcareactuaries.com

Seabury at Home

Statement of Actuarial Opinion November 30, 2016

I, Dave Bond, am a Fellow of the Society of Actuaries, a member of the American Academy of Actuaries, the Managing Partner in the firm Continuing Care Actuaries, LLC, and I meet the qualification standards to render Statements of Actuarial Opinion for continuing care retirement communities. I have been retained by Seabury at Home to render a Statement of Actuarial Opinion, in accordance with Section 17b-527 of the Regulations implementing the Continuing Care Statutes, regarding the following actuarial projections included in Seabury at Home's 2016 Annual Financial Filing:

- Exhibit I Contract Termination Rates
- Exhibit II Average Age of Members
- Exhibit III Health Care Utilization Rates
- Exhibit IV Occupancy Rates
- Exhibit V Number of Health Care Admissions
- Exhibit VI Days of Care
- Exhibit VII Number of Permanent Transfers

I have examined the above items as shown in Seabury at Home's Annual Financial Filing. These items are attached to this Statement of Actuarial Opinion. In the course of my review, I relied upon the accuracy and completeness of data and supporting documentation prepared by Seabury at Home. In the course of my examination, nothing came to my attention that causes me to believe that the underlying data information is unreasonable or inappropriate. My examination included such review as I considered necessary of the data, methods, and underlying assumptions used by and the resulting actuarial projections reported by Seabury at Home with respect to the above items as shown in Seabury at Home's 2016 Annual Financial Filing.

In my opinion, the above items as shown in Seabury at Home's 2016 Annual Financial Filing:

- are based upon methods which are consistent with sound actuarial principles and practices; and
- are based upon methods and underlying assumptions that appear reasonable and appropriate in this instance.

Should you have any questions or concerns regarding this information, please do not hesitate to contact our offices.

Respectfully,

A handwritten signature in cursive script that reads 'Dave Bond'.

Dave Bond, F.S.A., M.A.A.A.
Managing Partner
dbond@continuingcareactuaries.com

Contract Termination Rates

The home contract release rates for the most recently completed fiscal year, and anticipated for the next five years, are as follows:

| <u>2016</u> | <u>2017</u> | <u>2018</u> | <u>2019</u> | <u>2020</u> | <u>2021</u> |
|-------------|-------------|-------------|-------------|-------------|-------------|
| 11.0% | 5.2% | 7.9% | 7.4% | 7.5% | 8.0% |

Average Age of Members

The projected average age for the next five years for members in their homes is as follows:

| <u>2017</u> | <u>2018</u> | <u>2019</u> | <u>2020</u> | <u>2021</u> |
|-------------|-------------|-------------|-------------|-------------|
| 80 | 80 | 81 | 81 | 82 |

Health Care Utilization Rates

Health care utilization rates, including admission rates and days per 100 members by level of care for the most recently completed fiscal year, and anticipated for the next five years, are as follows:

| <u>Year</u> | Skilled Nursing Facility | | | | <u>Days per 100 Members</u> |
|-------------|---------------------------------|----------|-----------------------|----------|---------------------------------|
| | <u>Utilization Rate</u> | | <u>Admission Rate</u> | | |
| | <u>Patients</u> | <u>%</u> | <u>Patients</u> | <u>%</u> | |
| 2016 | 0.5 | 0.3% | 1.0 | 0.7% | 126 |
| 2017 | 4.1 | 2.4% | 77.9 | 47.1% | 882 |
| 2018 | 5.2 | 2.7% | 94.3 | 50.3% | 990 |
| 2019 | 6.5 | 3.0% | 103.8 | 50.7% | 1,108 |
| 2020 | 7.7 | 3.3% | 114.1 | 51.4% | 1,215 |
| 2021 | 9.0 | 3.6% | 126.7 | 52.8% | 1,301 |

| <u>Year</u> | Assisted Living Units | | | | <u>Days per 100 Members</u> |
|-------------|------------------------------|----------|-----------------------|----------|---------------------------------|
| | <u>Utilization Rate</u> | | <u>Admission Rate</u> | | |
| | <u>Patients</u> | <u>%</u> | <u>Patients</u> | <u>%</u> | |
| 2016 | 1.0 | 0.7% | 2.0 | 1.4% | 252 |
| 2017 | 2.1 | 1.2% | 2.2 | 1.3% | 456 |
| 2018 | 3.5 | 1.8% | 4.1 | 2.2% | 661 |
| 2019 | 5.6 | 2.6% | 4.1 | 2.0% | 953 |
| 2020 | 7.0 | 3.0% | 4.7 | 2.1% | 1,094 |
| 2021 | 8.1 | 3.2% | 5.2 | 2.2% | 1,168 |

Occupancy Rates

Occupancy rates for independent living units for the most recently completed fiscal year, and anticipated for the next five years, are as follows:

| <u>2016</u> | <u>2017</u> | <u>2018</u> | <u>2019</u> | <u>2020</u> | <u>2021</u> |
|-------------|-------------|-------------|-------------|-------------|-------------|
| N/A | N/A | N/A | N/A | N/A | N/A |

Number of Health Care Admissions

The number of health care admissions, by level of care, for the most recently completed fiscal year, and anticipated for the next five years, are as follows:

| <u>Year</u> | <u>Skilled Nursing</u> | <u>Assisted Living</u> |
|-------------|------------------------|------------------------|
| 2016 | 1.0 | 2.0 |
| 2017 | 77.9 | 2.2 |
| 2018 | 94.3 | 4.1 |
| 2019 | 103.8 | 4.1 |
| 2020 | 114.1 | 4.7 |
| 2021 | 126.7 | 5.2 |

Days of Care

The number of days of care, by level of care, for the most recently completed fiscal year, and anticipated for the next five years, are as follows:

| <u>Year</u> | <u>Skilled Nursing</u> | <u>Assisted Living</u> |
|-------------|------------------------|------------------------|
| 2016 | 183 | 365 |
| 2017 | 1,487 | 769 |
| 2018 | 1,907 | 1,274 |
| 2019 | 2,360 | 2,031 |
| 2020 | 2,825 | 2,543 |
| 2021 | 3,285 | 2,949 |

Number of Permanent Transfers

The number of permanent transfers to the skilled nursing or assisted living facility for the most recently completed fiscal year are:

| <u>Facility transferred to:</u> | <u>Transferring from:</u> | | <u>Total</u> |
|---------------------------------|---------------------------|------------------------|--------------|
| | <u>Member Home</u> | <u>Assisted Living</u> | |
| Skilled Nursing | 1 | 0 | 1 |
| Assisted Living | 2 | N/A | 2 |

