



January 31, 2018

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's Disclosure Statement, as required by Section 17B-528 of Connecticut General Statutes.

The changes in Seabury's 2018 Disclosure Statement incorporate the following:

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

The Board of Directors' changes in membership has been reflected in **Section II Officers and Directors** on pages 2-4 and **Executive Management Team** in **Section III** on page 4.

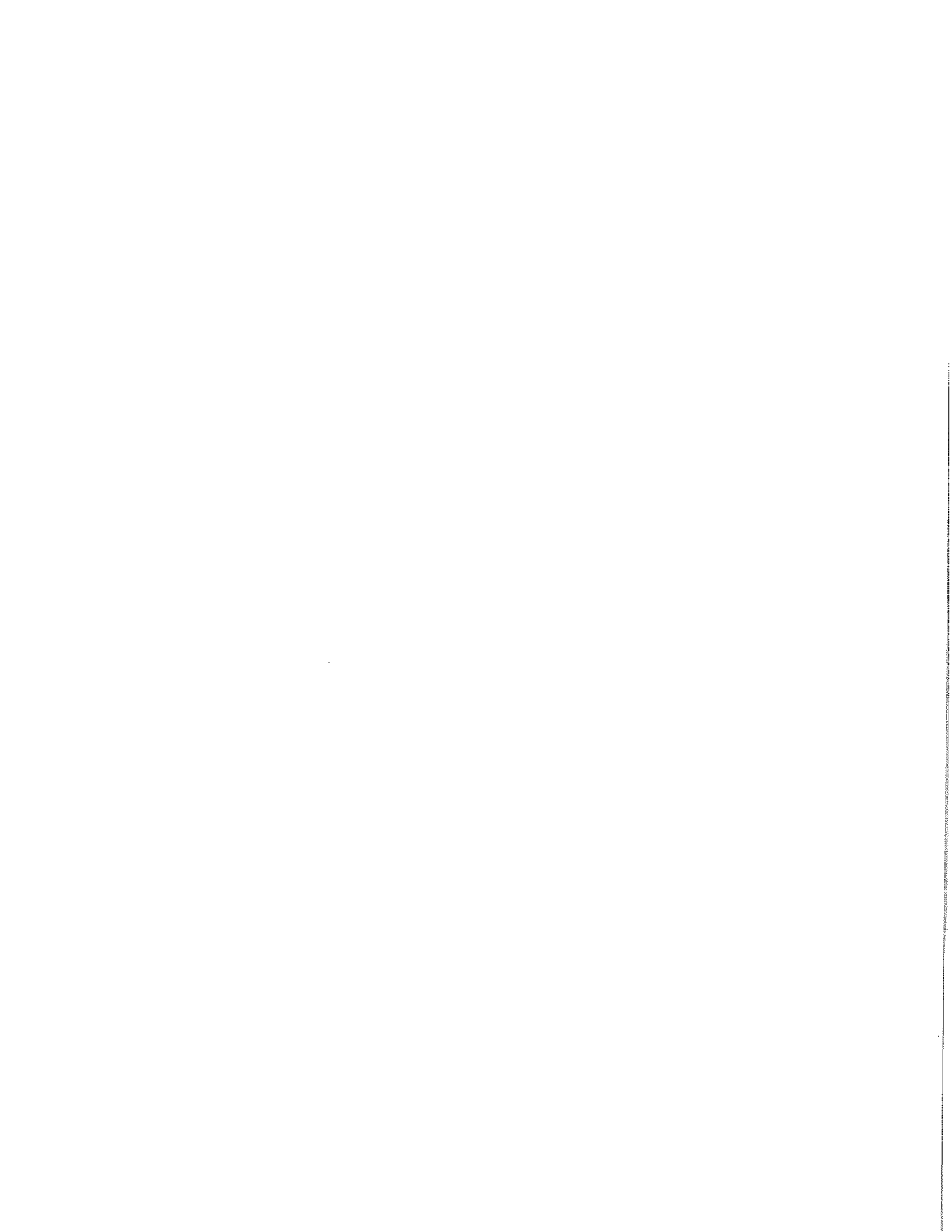
Section V Corporate Restructuring on page 5 has been added to disclose the corporate restructuring of Church Home of Hartford, Incorporated on November 2, 2017.

Section VIII Description of Property includes the addition of 68 new Independent Living Apartments (total apartments 220) and 12 new short-term rehabilitation skilled beds (total beds 72).

Section IX Strategic Repositioning Plan on pages 8-11 has been slightly updated to reflect current information about the repositioning plan.

200 SEABURY DRIVE, BLOOMFIELD, CT 06002 PHONE (860) 286-0243 FAX (860) 242-4552
WEBSITE WWW.SEABURYLIFE.ORG EMAIL INFO@SEABURYLIFE.





Section XIX Financial Statements include the 2017-2018 audited and certified financial statements.

Section XX Pro Forma Income Statements have been updated to include projected income for three years.

Exhibit A, Residence & Care Agreement, Section III, Food and Meals, item #9, Dining Room and Bistro Service on page 3, was updated to reflect Seabury's new meal plans.

Exhibit D, Entrance Fees/Periodic Changes has been revised.

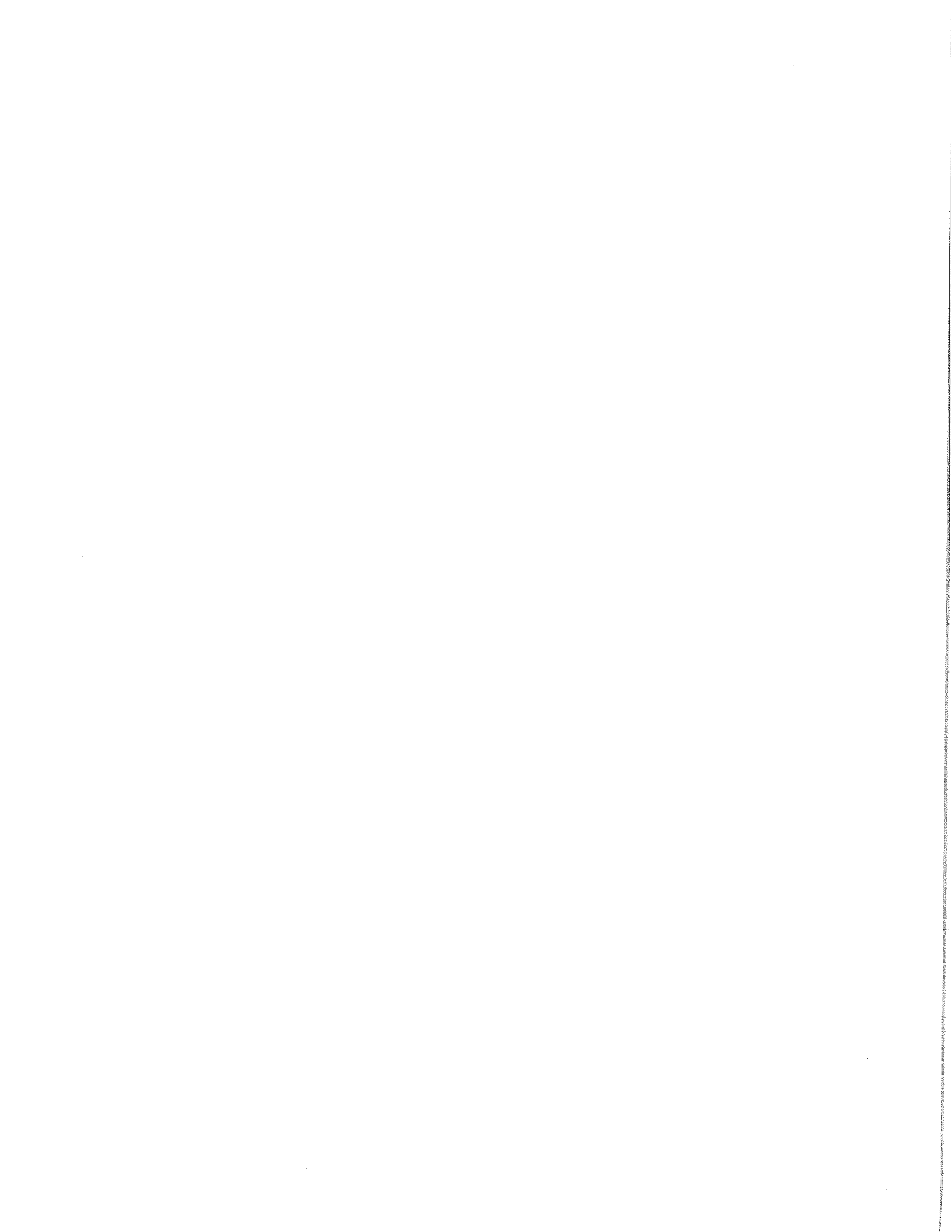
These are the only material changes to the Disclosure Statement from the January 2017 filing to our January 2018 filing.

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

Sincerely,



Renée J. Bernasconi
Executive Vice President & Chief Strategy Officer



ACKNOWLEDGEMENT OF RECEIPT

SEABURY

DISCLOSURE STATEMENT

A Life Plan Contract (formerly known as a Continuing Care Contract) is a financial investment, and your investment may be at risk. Seabury's ability to meet its contractual obligations under such contract depends on Seabury's financial performance. We advise that you 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 Seabury Disclosure Statement and Residency Agreement.

Signature

Date

Seabury Staff Signature

Date



DISCLOSURE STATEMENT

SEABURY

Sponsored by Seabury, Incorporated

January 2018

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.

Note: Church Home of Hartford's fiscal year ends on September 30.





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1. NAME AND ADDRESS OF PROVIDER

CHURCH HOME OF HARTFORD, INCORPORATED

d/b/a

SEABURY

200 Seabury Drive
Bloomfield, CT 06002

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

VISION

To Revolutionize the Experience of Aging.

MISSION

Seabury Enhances Lives.

VALUES STATEMENT

We realize our mission by honoring the past while engaging in the present and planning for the future. To provide the highest quality of life (physical, spiritual and emotional) for residents, employees and other community members, we are guided by a philosophy of wellness, compassion and financial assistance so people may lead their lives with dignity and joy. We follow the Five-Star service standards in addition to striving for the best stewardship of our resources and the environment. Revolutionizing the experience of aging requires action and we work ceaselessly to achieve our goals.



II. OFFICERS AND DIRECTORS

Church Home of Hartford, Incorporated, a non-profit corporation affiliated with the Episcopal Diocese of Connecticut, was established in 1876 as a retirement home for women. Seabury, Incorporated/Church Home's Board of Directors, who are responsible for managing Seabury, is listed below.

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

BOARD OF DIRECTORS

<p>The Right Rev. Ian T. Douglas Ecclesiastical Authority, Ex Officio Episcopal Diocesan House 290 Pratt Street, Box 52 Meriden, CT 06450 203-639-3501 (O) E-mail: itdouglas@ctdiocese.org</p>	<p>BISHOP'S REPRESENTATIVE The Reverend Rowena Kemp Grace Church 55 New Park Avenue Hartford, CT 06106 860-233-0825 E-mail: rowjkemp@gmail.com</p>
<p>Mr. Thomas E. Andersen 2018 Bartlett Brainard Eacott, Incorporated 70 Griffith Road South Bloomfield, CT 06002-1352 860-380-5550 (O) 860-243-8929 (Fax) E-mail: tandersen@bbeinc.com</p>	<p>Bradford S. Babbitt 2019 Robinson & Cole LLP 280 Trumbull Street Hartford, CT 06103 860-275-8209 (O) 860-275-8299 (Fax) E-mail: bbabbitt@rc.com</p>
<p>Linda Berry 2018 343 Seabury Drive Bloomfield, CT 06002 860-521-9709 (H) E-mail: lindaberry343@gmail.com</p>	<p>Dr. Jonathan A. Dixon 2018 Board Vice Chair Hartford Hospital Rheumatology Clinic 85 Seymour Street, Suite #601 Hartford, CT 06106 860-545-2791 (O) E-mail: Jonathan.Dixon@hhchealth.org</p>
<p>*Voice but no vote</p>	

<p>*Mr. Richard C. Heath – Ex Officio President Seabury 200 Seabury Drive Bloomfield, CT 06002 860-243-6002 (O) E-mail: richardheath@seaburylife.org</p>	<p>Mr. A. Raymond Madorin Director Emeritus 300 Mountain Spring Road Farmington, CT 06032 860-674-0211 (H) 860-573-3998 (Cell) E-mail: ray.madorin@gmail.com</p>
<p>Mr. Gale A. Mattison 2018 Board Chair 12 Sandhurst Drive West Hartford, CT 06107 860-561-3723 (H) 860-944-0922 (Cell) E-mail: g.mattison@comcast.net</p>	<p>Ms. Marnie W. Mueller 2018 102 N. Beacon Street Hartford, CT 06105 860-233-6821 (H)-prefers 860-508-5545 (Cell) E-mail: muellermw@yahoo.com</p>
<p>Monique R. Polidoro, Esq. 2020 Rogin Nassau LLC CityPlace I, 22nd Floor 185 Asylum Street Hartford, CT 06103-3460 860-256-6358 (O) E-mail: mpolidoro@roginlaw.com</p>	<p>The Rev. Erl (Puck) G. Purnell 2018 Board Secretary 46 Overlook Terrace Simsbury, CT 06070 860-508-1898 E-mail: puckpurnell@mac.com</p>
<p>Mr. Harold L. Rives III 2019 New England Guild Wealth Advisors 139 Simsbury Road Avon, CT 06001 860-404-5900 (O) 860-404-5598 (Fax) E-mail: hrives@neguild.com</p>	<p>Mr. Craig Scott 2020 Aero Gear, Inc. 1050 Day Hill Road Windsor, CT 06095 860-688-0888 ext. 130 (O) 860-285-8514 (Fax) E-mail: cwscott5@hotmail.com</p>
<p>*Voice but no vote</p>	

<p>Mr. Ronald Theriault 2020 OneDigital Health and Benefits 5 Batterson Park Road, Suite 1 Farmington, CT 06032 860-773-6965 (O) 860-712-4747 (Cell) 860-677-0612 (Fax) E-mail: rtheriault@onedigital.com</p>	<p>Mr. William J. Thompson 2018 Board Treasurer Milliman, Inc. 80 Lamberton Road Windsor, CT 06095 860-687-0124 (O) 860-687-4881 (Fax) E-mail: bill.thompson@millilman.com</p>
<p>Mr. John R. Wadsworth 2020 292 Fern Street West Hartford, CT 06119 860-233-1622 (H) E-mail: 29Wadsworth@comcast.net</p>	<p>Mr. Richard Woodring 2020 400 Seabury Drive Apartment 5185 Bloomfield, CT 06002 860-216-2375 (H) E-Mail: woodrire@drexel.edu</p>
*Voice but no vote	

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

III. EXECUTIVE MANAGEMENT TEAM

<p>Renée J. Bernasconi, CMP, LNHA <i>Executive Vice President & Chief Strategy Officer</i> Length of service: 21 years</p>	<p>Ruslan Kuzmenko, CPA <i>Chief Financial Officer & Vice President, Finance</i> Length of service: 3 years</p>
<p>Gwynne C. Deveau, PHR, SHRM-CP <i>Vice President, Human Resources</i> Length of service: 9 years</p>	<p>Brian K. Nyberg, OTR/L, LNHA <i>Vice President, Health Services</i> Length of service: 6 months</p>
<p>Graham K.L. Fong <i>Vice President, Engineering & Technology</i> Length of service: 6 years</p>	<p>Marjorie A. Sullivan, RNC, RHP <i>Chief Operating Officer & Sr. Vice President, Health Services</i> Length of service: 25 years</p>
<p>Richard C. Heath, MS, LNHA <i>President & CEO</i> Length of service: 6 years</p>	<p>Pegeen L. Sullivan <i>Vice President, Community Life</i> Length of service: 13 years</p>

IV. BUSINESS EXPERIENCE

Church Home of Hartford, Incorporated has provided housing with support services for older adults in the Hartford area continuously since 1876.

V. CORPORATE RESTURCTURING

At the Church Home of Hartford, Inc. (CHHI) Annual Meeting of the Members on November 2, 2017 a resolution was adopted to incorporate Seabury Inc., a Connecticut nonstock Corporation. The Board determined that it is in the best interest of CHHI and the affiliates to restructure the Corporation.

Among other things, the current Member of Seabury Charitable Foundation (SCF) and Seabury At Home (SAH) will cease to be CHHI. Seabury, Inc. will be a holding company and the sole member of CHHI, SAH and SCF.

Amended bylaws state that in the absence of the Bishop at meetings, the Bishop's Representative has both a voice and a vote at Board meetings. The Chair of Church Home Auxiliary has been removed as the Auxiliary relinquished their charter several years ago. A new Standing Committee was introduced, Spirituality and Worship Committee, which will serve as an interface between the Corporation and the Episcopal Diocese of Connecticut (ECCT).

Appointment of Officers established that the President of the Board becomes the Chair of the Board and the Executive Vice President and CEO becomes the President and CEO. The Bishop is the Ecclesiastical Authority and shall serve as the principal pastor to the Corporation and as the chief liaison between the Corporation and the Episcopal Church in Connecticut. In that role, the Ecclesiastical Authority has oversight of the Bishops' Chapel and, in consultation with the President, will appoint the Chaplain.

The Board of Directors for Seabury Inc. and Church Home of Hartford, Inc. will be concurrent and SCF and SAH will maintain their separate boards. Seabury Inc. shall be operated exclusively for religious, charitable, scientific, literary or educational purposes by operating for the benefit of, performing the functions, and carrying out the purposes of the Church Home of Hartford, Inc., Seabury Charitable Foundation, Inc., and Seabury At Home, Inc.

VI. JUDICIAL PROCEEDINGS

Seabury, Incorporated and Church Home of Hartford, Incorporated, nor any of its officers or directors, have 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. Neither have they had any business or health care licenses or permits suspended or revoked by any jurisdiction within the past five years or been subject to a currently effective injunction, or restrictive or remedial order of a court of record.

VII. AFFILIATION

Church Home of Hartford, Incorporated is affiliated with the Episcopal Diocese of Connecticut and is a recognized mission of the Diocese; however, the Diocese has no responsibility for the financial and contractual obligations of Church Home of Hartford, Incorporated.

Church Home of Hartford, Incorporated is a tax-exempt organization under Section 501(c) (3) of the Internal Revenue Code. Seabury, Incorporated is the sole member of Church Home of Hartford, Incorporated. Church Home of Hartford, Incorporated is the sole member of the Seabury Charitable Foundation, Incorporated.

Seabury At Home, Incorporated was incorporated in 2006 and began operating as a continuing care retirement community without walls in October 2008. Church Home of Hartford, Incorporated is the sole member of Seabury At Home, Incorporated. The common areas and amenities Seabury offers are available to Seabury At Home Members. The assisted living and nursing home facilities are available on an as-needed and as-available basis.

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.

VIII. DESCRIPTION OF PROPERTY

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

This site is three miles from the Bloomfield commercial center. Surrounded by flood control areas, wetlands, and reserved open space, the rural character of the site will be preserved and protected from urban growth and development. The main buildings are constructed on a knoll, which provides views of the surrounding countryside in all directions.

The major buildings of Seabury are linked together, providing weather-protected interior circulation between the residents' apartments and the services provided in the community center and health care buildings. Cottage clusters are also built around the main complex, creating a campus atmosphere.

Seabury is composed of the following individual components:

- The Commons – containing all social, recreational, and support services, including: administrative suite, auditorium, salon and spa, bistro, community rooms, convenience shop, exercise rooms, library, chapel, game room, greenhouse, woodshop, community and private dining rooms, food preparation, maintenance, housekeeping, and laundry.
- Apartment Building – 220 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.
- Davis Center, Brewer Center and Larus Center – 60 long-term skilled nursing beds and 12 short-term rehab skilled nursing beds (Larus).

- The Views – 49 assisted living beds, 22 of which are licensed Residential Care Facility beds.
- Rehabilitation Services – Physical, Occupational and Speech therapies.
- The Health Clinic – On the premises where residents may be examined and treated as outpatients. Staffed by nurses and physicians who have scheduled office hours at the clinic.
- Seabury Meadows – 58 beds, Memory Support/Assisted Living facility. There are 14 licensed Residential Care Facility beds.

The total number of independent living apartments and cottages is 259 and includes underground parking, natatorium, and fitness center.

- Seabury At Home Incorporated (SAHI) – Office building located at 222 Wintonbury Avenue (on the Seabury campus). SAHI will be relocating to 200 Seabury Drive on March 5, 2018.
- Seabury Visiting Nurses – Seabury has its own Home Care Agency, licensed by the State of Connecticut. Home health care services may be arranged at your request and at your expense, for short-term assistance in your Independent Living Apartment or Cottage. Some home health agency services may be covered by Medicare or supplemental insurance. Seabury Visiting Nurses is Medicare certified.
- Seabury Care Now – 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.

IX. 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 winter of 2018.

Phase A expanded the administrative offices, main entrance, lobby and main kitchen. It included the renovation of the private dining room and a new expanded bistro addition. The resident post office boxes and an improved “Community Activity Space” have been constructed above the new salon and 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 was also included as part of Phase A.

Seabury 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, a 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 includes 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 are included as part of Phase B.

The pricing for new independent Living residences is as follows:

Independent Living				2018 2% Plan	
Unit Type	Unit Name	Number of Units	Square Footage	Single	Couple
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

Unit Type	Unit Name	Number of Units	Square Footage	Single 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 includes 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 includes a new dedicated entry for health care, renovation of existing spaces to accommodate updated and new Assisted Living Apartments (20 one-bedrooms and 2 two-bedrooms (no net difference), and updated dining, kitchen, and living/activity spaces in Assisted Living.

Phase C also 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 were included. 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.

X. BENEFITS INCLUDED

Services provided without additional charge under the Life Plan Contract (Continuing Care Contract) are set forth in the Seabury Residence and Care Agreement (Exhibit A, Section II).

XI. INTEREST ON DEPOSITS

Reservation fees and all advance partial payments thereof shall earn interest at the escrow agent's variable rate. This interest, less the escrow agent's processing fees, shall be allocated to Seabury applicants and either refunded to them or credited to their Seabury account in accordance with the terms of the Reservation or Residence and Care Agreements.

XII. TERMINATION OF CONTRACT

Procedures and terms for termination are described in the Residence and Care Agreement (Section VII).

XIII. RIGHTS OF SURVIVING SPOUSE

The rights of a surviving spouse who is a resident of Seabury are set forth in Section VIII of the Residence and Care Agreement. A surviving spouse who is not a resident of Seabury has no rights to the services and benefits of a spouse who is a resident of Seabury (refer to Section III, Item Number 15, page 9, of the Residence and Care Agreement – Exhibit A).

XIV. MARRIAGE OF A RESIDENT

Section VIII of the Residence and Care Agreement describes the effect of a resident's marriage or remarriage on the Life Plan Contract (Continuing Care Contract).

XV. DISPOSITION OF PERSONAL PROPERTY

The Residence and Care Agreement describes the disposition of personal property in the event of death or transfer to a nursing facility, or termination of the contract by Seabury (refer to Section VI and VII of the Agreement).

XVI. TAX CONSEQUENCES

Seabury is a qualified Type A Life Plan Community (formerly known as a Continuing Care Retirement Community). Payment of an entrance fee pursuant to a Life Plan Contract (Continuing Care Contract) may have significant tax consequences. Any person considering such a payment may wish to consult a qualified advisor.

XVII. MANAGED RESIDENTIAL COMMUNITY RESIDENTS' BILL OF RIGHTS

Seabury is registered as a "managed residential community" with the Connecticut Department of Public Health and therefore may provide the services of an assisted living services agency at the community. Seabury is required to provide and explain the Managed Residential Community Bill of Rights, which is attached in Exhibit F, at the time that you execute this agreement. You will be asked to separately sign the Bill of Rights to acknowledge that you have received it.

XVIII. RESERVE FUNDING AND ESCROWS

RESERVE FUND ESCROW:

Funds have been set aside in an endowment fund with Manning & Napier with sufficient funds to cover the total cost of operations of the facility for a one-month period, excluding long-term debt principal service. Manning & Napier was founded in April of 1970 by Bill Manning and Bill Napier.

ENTRANCE FEE ESCROW:

Church Home of Hartford, Incorporated has established an entrance fee escrow account with Bank of America, U.S. Trust, Bank of America Private Wealth Management, 99 Founders Plaza, 5th Floor, Mail Code: CT2-547-05-19, East Hartford, CT 06108, and will deposit within 72 hours of receipt all

hours of receipt all deposits, advance payments, and entrance fees received on behalf of applicants to Seabury. These funds will be invested as directed by the Investment Committee of Church Home of Hartford, Incorporated. Refund procedures are described in the "Termination and Refunds" section of the Residence and Care Agreement (Exhibit A).

XIX. FINANCIAL STATEMENTS

Audited and certified financial statements of Church Home of Hartford, Incorporated, including the current balance sheet, income statements and statements of cash flows are provided in Exhibit B.

XX. PRO FORMA INCOME STATEMENTS

The income projected for Seabury for three years is set forth in Exhibit C.

XXI. ENTRANCE FEES/PERIODIC CHARGES

Entrance and monthly fees projected for Seabury are set forth in Exhibit D.

XXII. DEPARTMENT OF SOCIAL SERVICES – FILINGS

Church Home of Hartford, Incorporated has filed with the Department of Social Services all materials required by State Law governing the Management of Continuing Care Facilities. These materials include a Disclosure Statement and the Seabury Residence and Care Agreement. These materials are available for review at the Department of Social Services, located at 55 Farmington Avenue, Hartford, CT 06105-3724.

EXHIBIT A

RESIDENCE & CARE AGREEMENT

RESIDENCE AND CARE AGREEMENT

SEABURY

Sponsored by Seabury, Incorporated,
a not-for-profit organization affiliated with
the Episcopal Diocese of Connecticut

A Life Plan Contract (formerly known as Continuing Care Contract) is a financial investment, and your investment may be at risk. Seabury's ability to meet its contractual obligations under such contract depends on Seabury's financial performance. We advise that you consult an attorney or other professional experienced in matters relating to investments 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.

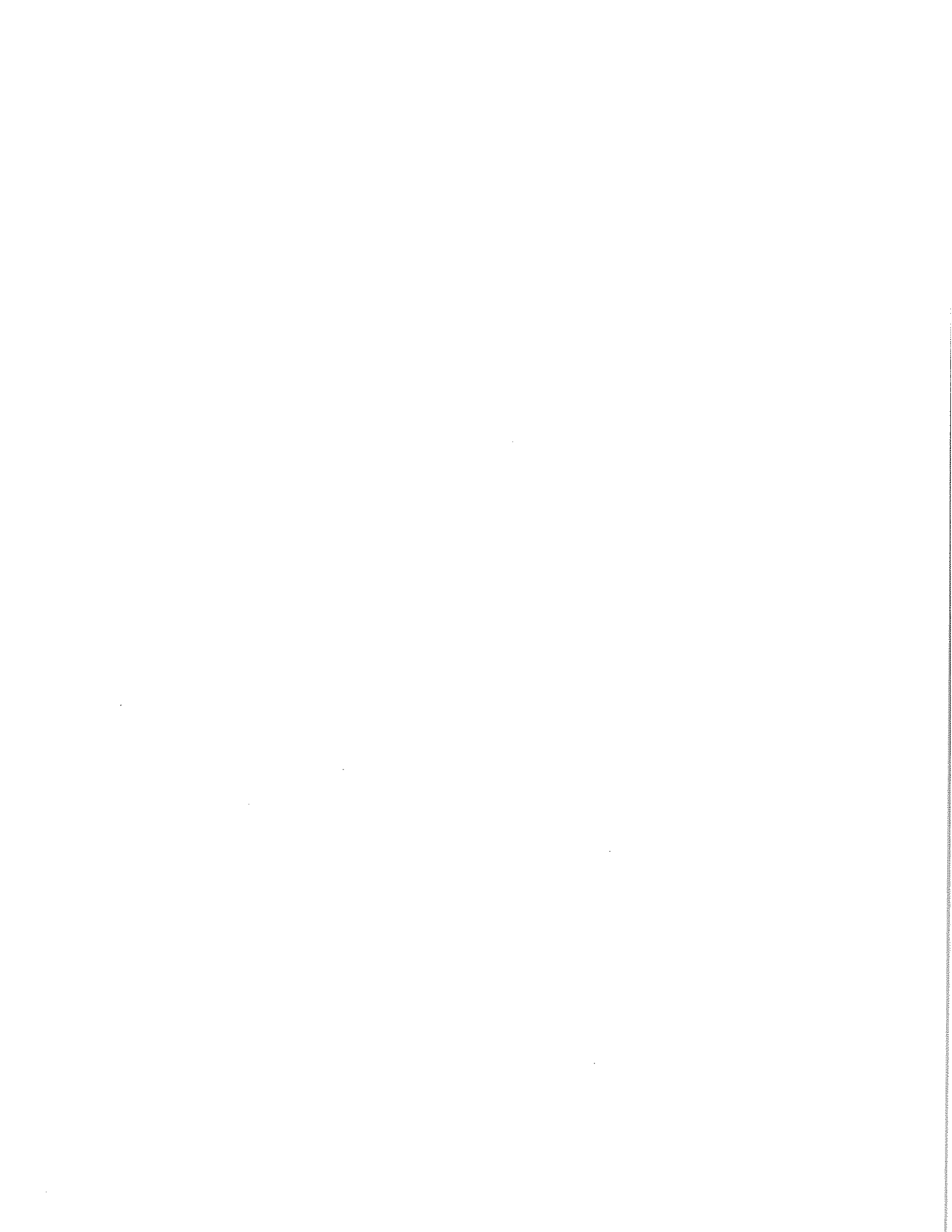


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SEABURY

RESIDENCE AND CARE AGREEMENT

I. INTRODUCTION

1. General - This is the Residence and Care Agreement between you (whom we shall refer to as "you") and Church Home of Hartford, Incorporated, d/b/a Seabury (which we shall refer to as "we," "us," "Seabury," or the "facility").

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

2. Acceptance to Seabury

As a condition of residence at Seabury, applicants are required to be at least fifty (50) years of age or older, and in good health at the time of occupancy of an apartment or cottage. You will be required to provide a recent medical history and have a physical evaluation within ninety (90) days before occupancy by medical professionals designated by Seabury. Seabury will comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, 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 treatment and billing will be required as a resident of Seabury. As a further condition of residence at Seabury, applicants are required to qualify financially immediately prior to occupancy. You or Seabury may terminate this Agreement prior to occupancy as set forth in Section VII of this Agreement. If this Agreement is terminated for health reasons, Seabury will assist you and your family to identify possible alternatives.

3. Term of This Agreement

This Agreement takes effect once all parties have signed it.

Your occupancy of the Reserved Apartment or Cottage will begin on a scheduled date to which you and Seabury agree in writing, set forth in the



attached Exhibit A (the "Scheduled Occupancy Date"). You and Seabury may mutually agree on a different occupancy date.

Regardless of your Scheduled or Actual Occupancy Date, you are not entitled to Health Services as described in Section IV of this Agreement until the Entrance Fee has been paid.

This Agreement ceases to be in effect on the date it is terminated in accordance with the terms of this Agreement (refer to Section VII of this Agreement).

Your right to occupancy ends on the Termination Date.

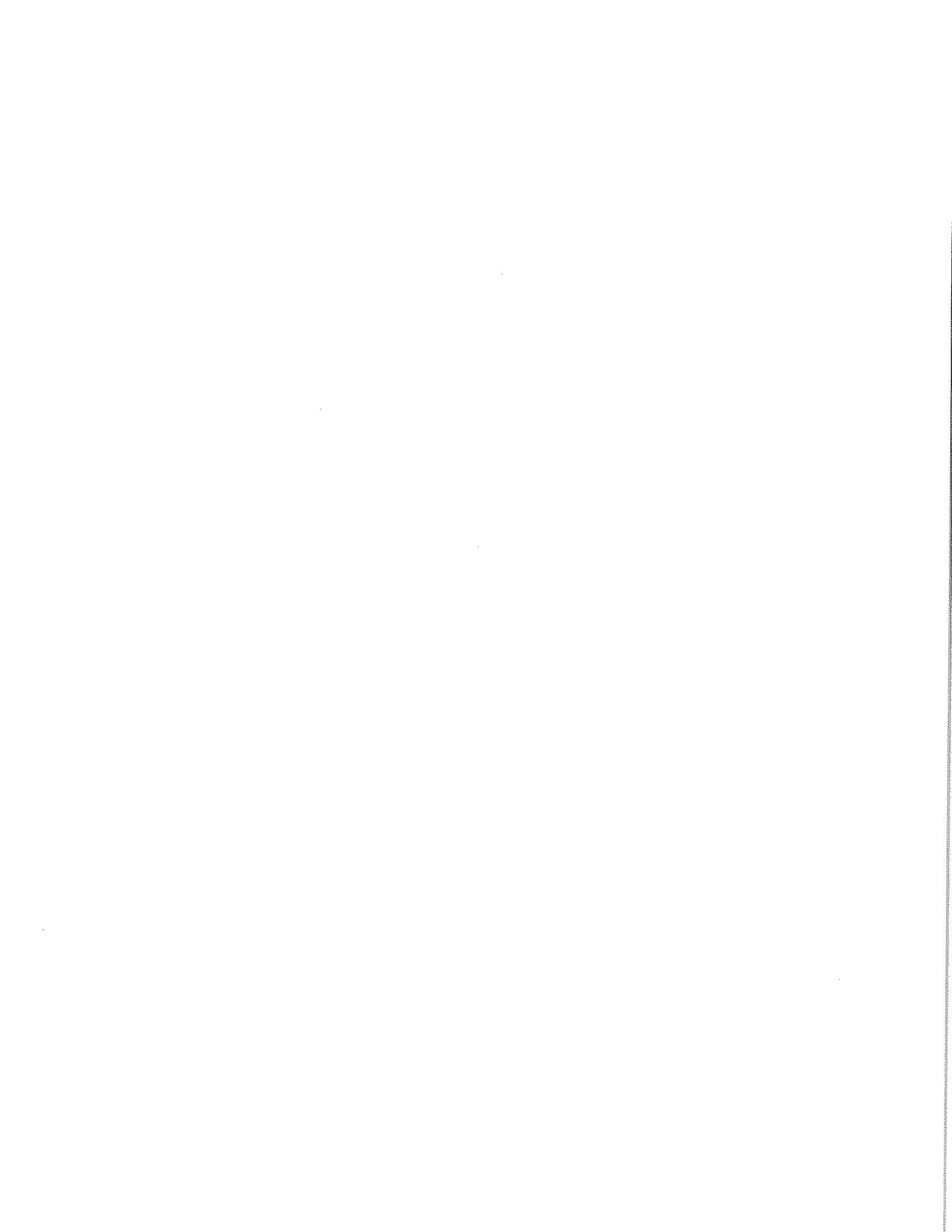
II. OUR RESPONSIBILITIES TO YOU AS A RESIDENT

Seabury shall provide to you the following services and facilities on the conditions set forth in this Section and Section IV of this Agreement. Unless otherwise specified, charges for these services are included in the Monthly Fee set forth in Exhibit A attached to this Agreement (the "Monthly Fee").

1. Apartment or Cottage - You have the right to occupy and use the apartment or cottage selected by you and offered by us subject to certain conditions as hereinafter provided.
2. Furnishings - We will furnish wall-to-wall carpeting or comparable flooring, blinds, sink, stove, garbage disposal, refrigerator, dishwasher, microwave, emergency call system, grab bars in the tub and/or shower, and individual thermostatic controls for heating and air-conditioning. All other furnishings shall be provided by you.
3. Structural Changes - Any structural or physical change of any kind within or about your Independent Living Apartment or Cottage shall require our prior approval, and thereafter may be subject to our supervision. The cost of any changes you request, and the cost of restoring the Independent Living Apartment or Cottage to original condition upon termination of this Agreement if deemed necessary by us, shall be at your expense. All built-in changes shall immediately become and remain the property of the facility.
4. Parking - One (1) space will be provided for each resident residing in the Independent Living Apartment or Cottage who owns and uses a properly

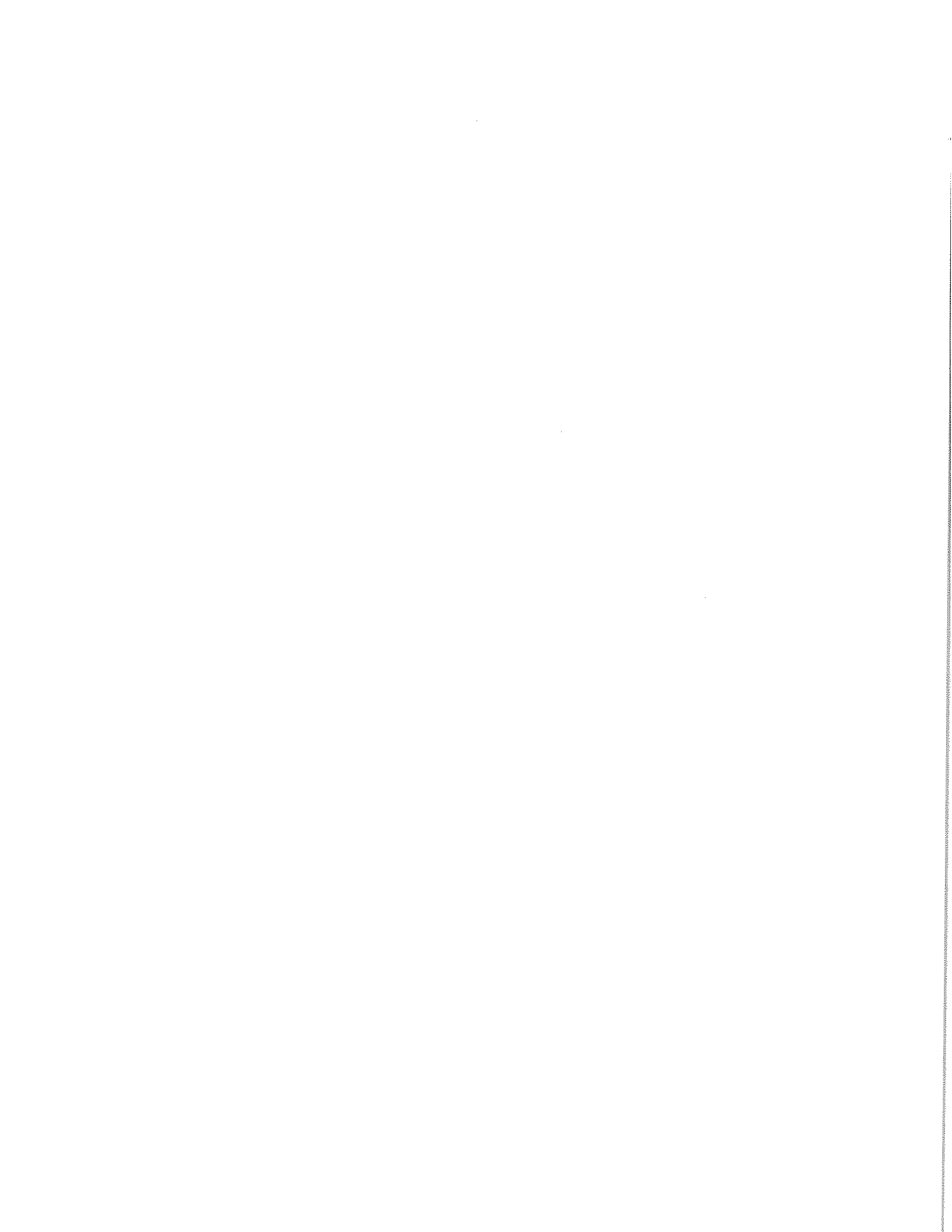
registered and functional automobile. We reserve the right to require you to remove any automobile that is not being used, or if the condition or appearance of the automobile is inappropriate.

5. Common Facilities - You may use, in common with other residents, common facilities of Seabury including but not limited to the dining room, lounges, lobbies, social and recreation rooms, and designated outdoor activity areas. There will be additional charges for your use of special services, such as salon & spa, and convenience store/gift shop.
6. Mail - A mailbox for each Independent Living Apartment or Cottage will be provided in a central location.
7. Storage - Storage space at a central location will be allocated to your Independent Living Apartment or Cottage. Additional storage is available for a fee.
8. Guests - You will be free to invite guests to your Independent Living Apartment or Cottage for daily and overnight visits. Guest rooms are available at a reasonable rate for overnight stays by your guests from time to time. Seabury reserves the right to make rules regarding visits and guest behavior and may limit or terminate a visit at any time for reasons it deems appropriate in its sole discretion.
9. Food and Meals:
 - Dining Room and Bistro Service – Seabury provides three (3) meal plans which are included in the monthly fee:
 - a) Full-Meal Plan: a meal allowance which is the equivalent of 20 meals per month, in the Main Dining Room. The meal allowance may also be used for meals in the Bistro. You may purchase additional meals for an extra charge.
 - b) Reduced-Meal Plan: a meal allowance which is the equivalent of ten (10) meals per month, in the Main Dining Room. The meal allowance may also be used for meals in the Bistro. A credit for ten (10) meals will be provided per month. You may purchase additional meals for an extra charge.



- When you give Seabury advance notice that you are going to be away from Seabury for more than seven (7) consecutive days, you will be credited for the missed meals, according to a schedule periodically published by Seabury (the “Away Meal Credit”). The Away Meal Credit only applies to the Full-Meal Plan and the Reduced-Meal Plans.
 - c) No-Meal Plan: a credit based on 50% of the raw food costs will be applied to the monthly fee. Meals in the Main Dining Room will be charged at the full rate. Meals in the Bistro are on an ala-carte basis.
 - Seabury will periodically publish a schedule of “meal rates” to establish the cost of such additional meals. You may purchase Marketplace grocery items separately.
 - Meals in Independent Living Apartment or Cottages - Tray service is available to you in your independent Apartment or Cottage for an additional charge.
 - Dietary Service - When authorized by us, meals accommodating special diets will be provided at an additional charge.
 - Dining Room Services for Guests - Dining room and Bistro service will be available to your guests. Guests will be charged for meals at the currently published meal rate and charges for such meals will be applied toward your Full or Reduced Meal Plans or will be included in your monthly service charge statement (referred to as the “Monthly Statement”).
10. Housekeeping - Housekeeping services shall be provided in your Independent Living Apartment or Cottage by Seabury on a bi-weekly basis. These housekeeping services include vacuuming, floor maintenance, necessary cleaning of bathroom and kitchen, and other such tasks we deem necessary under the circumstances. Additional housekeeping services are available for a fee.
11. Laundry - Seabury will provide washers and dryers for your use.

12. Security - Seabury will use reasonable care in providing security on the premises for you and your property, but will not be responsible for loss or damage to personal property. You should maintain private insurance on your own property.
13. Programs - Seabury will provide programs of social and recreational events/activities. Religious services will be available for interested persons. There may be an additional charge for some programs.
14. Transportation - Seabury will provide regularly scheduled local transportation to doctors' appointments and shopping. Additional special transportation for personal or group use and trips will be available at additional cost. If a private aide is necessary to accompany you for transport, you will be charged.
15. Maintenance and Repair - Necessary repairs, maintenance, and replacement of property and equipment owned by Seabury, wherever located, will be performed and provided by us. Necessary repairs, maintenance, and replacement of your personal property will be your responsibility.
16. Grounds - We will furnish basic grounds-keeping care, including lawn service. You, at your own expense, may plant and maintain areas designated by Seabury, subject to the prior written approval of Seabury administration.
17. Utilities - Seabury shall provide utilities such as water, heating, electricity, air conditioning, Wi-Fi access to internet, and expanded basic cable TV service (this service is not included when residing at Seabury Meadows) to the extent that such utilities are available to us. You shall be required to have telephone service in your Independent Living Apartment or Cottage and will be responsible for the costs of its connection, maintenance, and use. You will be responsible for the cost of installing, maintaining, and using any cable TV beyond basic expanded cable including any personal Internet services.
18. Real Estate Taxes - Seabury will be responsible for the payment of all real estate taxes assessed on the facility.
19. Medical Director - Seabury will retain the services of a qualified physician ("Medical Director") to be responsible for the appropriateness and quality of all health services and health-related activities provided by Seabury.



III. YOUR RESPONSIBILITIES AS A RESIDENT

1. Commencing Occupancy - You agree that, unless this Agreement is terminated by you or Seabury prior to occupancy, you will commence occupancy of the Reserved Apartment or Cottage by the scheduled occupancy date set forth in the attached Exhibit A (the “Reserved Apartment or Cottage” and the “Scheduled Occupancy Date”). If Seabury is unable to make the Reserved Apartment or Cottage available on the Scheduled Occupancy Date, a revised Scheduled Occupancy Date shall be established by written, mutual agreement. If you fail to occupy the available Reserved Apartment or Cottage by the Scheduled Occupancy Date, you shall nevertheless become obligated on that date to begin and continue to pay the Monthly Fee applicable for your Reserved Apartment or Cottage less the published Meal Credit.
2. Policies, Rules and Regulations - You agree to abide by the policies, rules and regulations of Seabury, including such changes as may be subsequently adopted. These policies will be set forth in a Resident Handbook and will be made available to you through the management of Seabury.
3. Rights of Residents - Your rights as a resident under this Agreement are those rights and privileges expressly granted to you in this Agreement or by Connecticut law.
4. Right of Entry - You shall permit authorized employees entry into your Independent Living Apartment or Cottage at all reasonable times for inspection, housekeeping and maintenance, and at any time in case of emergencies. Seabury recognizes your right to privacy and will limit entry to your Independent Living Apartment or Cottage except in case of emergencies and as described above.
5. 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 Seabury.
6. Subordination of Rights - Seabury shall not subordinate your escrowed Entrance Fee payments to any other obligations of the facility except as allowed in accordance with Connecticut General Statutes Section 17b-525. As set forth in Section V of this Agreement, escrowed Entrance Fees are

released to Seabury upon your Actual or Scheduled Occupancy Date, whichever first occurs.

Except for the terms stated above for escrowed Entrance Fee payments, 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 Seabury, its related entities, or its 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, you will execute and deliver any and all documents, which are alleged to be necessary, or required to effect or evidence such subordination.

7. 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 caused by the negligence or willful misconduct of you, your guests, agents, employees, or pet. You are strongly encouraged to obtain insurance at your own expense to cover this obligation.
8. Protection of Personal Property - Seabury is not responsible for the loss of any personal property belonging to you due to theft, fire or any other cause, unless said property is specifically entrusted in writing to our care and control and accepted by us, and then only for our gross negligence in failing to safeguard and account for such property. You are strongly encouraged to obtain insurance at your own expense to protect against such losses.
9. Indemnification - You will indemnify Seabury and hold it harmless for any injury to other residents, 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.
10. 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, to receive reimbursement under Medicare Part A, Medicare Part B and Medicare Part D or their equivalent as provided under these programs. You are required to secure and maintain a supplemental insurance policy (such as Blue Cross, Medicare, Extended



Major Medical) to pay Medicare co-insurance deductible amounts and to provide major medical coverage, or show evidence of your ability to meet your future obligations to Seabury. This coverage is not provided by Seabury. If you are not eligible for Medicare programs, you agree to obtain and maintain equivalent insurance coverage acceptable to Seabury. You agree to furnish evidence of your medical insurance coverage at any time upon our request. Should your supplemental coverage or equivalent health coverage not fully cover a Medicare-qualified stay at Seabury, 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.

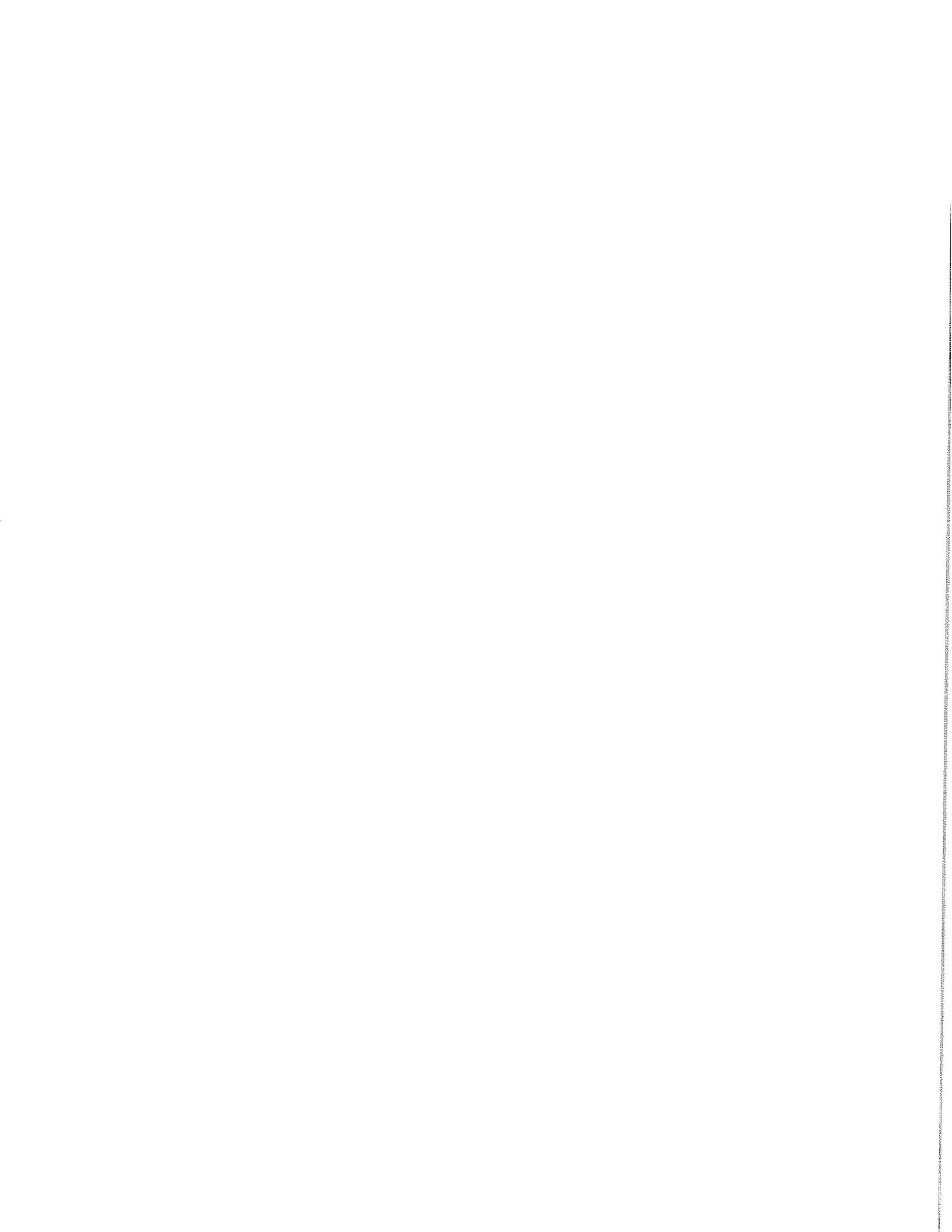
If at any time you become entitled to payments for health services from governmental agencies, you agree to make prompt application for such payments. Seabury will not be responsible for the cost of any health care for which you are entitled to reimbursement from a governmental agency or other third 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 for any third-party reimbursable costs, which Seabury incurred or paid on your behalf while your reimbursement approval was pending.

Seabury will assist you in submitting an application for health services or benefits under any programs for which you might qualify. In addition, Seabury will assist you in filing claims for payment for services rendered by Seabury. Upon request, you agree to execute an assignment of benefits to Seabury.

11. Furnishings - You will be responsible for furnishing your Independent Living Apartment or Cottage. All furniture and appliances provided by you are subject to our approval in order to keep the Independent Living Apartment or Cottages safe and sanitary.
12. Linens - You will provide your own bed and bath linens.
13. Housekeeping - You agree to maintain your Independent Living Apartment or Cottage in a clean, safe and orderly condition, in conformance with all applicable health regulations, and to perform all usual light housekeeping. You further agree to arrange for the performance of light housekeeping at

your own expense in the event Seabury determines, in Seabury's sole discretion, that you are unable or unwilling to perform such tasks yourself. Special housekeeping services will be provided by Seabury in the event of incidents such as spills or accidents, at an additional charge to you.

14. Right to Organize - Residents shall have the right to organize and operate a residents' association at Seabury, and shall have the right to meet privately to conduct business as an association. The officers of the Residents' Association shall serve as liaison between the residents and Seabury. Seabury shall hold meetings with the residents for the purpose of free discussion of subjects of interest. Notice of meetings will be posted.
15. Non-Transferable - Your rights under this Agreement to the Independent Living Apartment or Cottage, facilities and services provided for herein are personal to you and cannot be transferred or assigned by you to any other person or entity.
16. 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, 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, it appears that your continued management of your financial affairs may make you unable to meet your financial obligations to Seabury. Failure to comply with the requirements of this Paragraph may cause you to be ineligible for the subsidy assistance described in Section V, Paragraph 5 of this Agreement.
17. Financial Statements - Just as you have provided to Seabury 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, insurance information, or other financially related information as requested by Seabury.
18. Representations Made by You in Connection With Application for Residency - Your application and the statements of your finances and health history which you filed with Seabury 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 to state a fact called for, may result in the termination of this Agreement by Seabury.

19. 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. You will deliver a fully executed copy of this Power of Attorney to us prior to occupancy of your Independent Living Apartment or Cottage.
20. Pets - Pets or animals of any kind will be allowed on the premises only in strictest compliance with Seabury's written policies and with the prior written consent of the facility. Seabury retains the right to modify pet policies at any time as it deems necessary, to assure the safety and comfort of all residents. If you have a pet in your Independent Living Apartment or Cottage, you agree to pay for the cost of replacing the carpeting in your Independent Living Apartment or Cottage as required by Seabury in its sole discretion, and for the cost of repairing any damage to the Independent Living Apartment or Cottage caused by your pet.
21. Smoke-Free Campus – You agree to maintain a smoke-free environment including your apartment, cottage or anywhere on campus in accordance with Seabury’s smoke-free policy. You are responsible for your guests and will ensure that they adhere to this policy when at Seabury.
22. Firearm Possession – You agree to abide by Seabury’s strict policy of a gun free environment, which includes possession of firearms or ammunition in your residence or on the Seabury Campus. You are responsible for your guests and will ensure their strict adherence to this policy when at Seabury. Failure to comply with the requirements of this paragraph may result in termination of this agreement by Seabury.
23. Funeral Arrangements – You agree to make proper arrangements for funeral and burial. We will not be responsible for making such arrangements. You

agree that Seabury shall be reimbursed by your estate for any expenses incurred by Seabury for such arrangements.

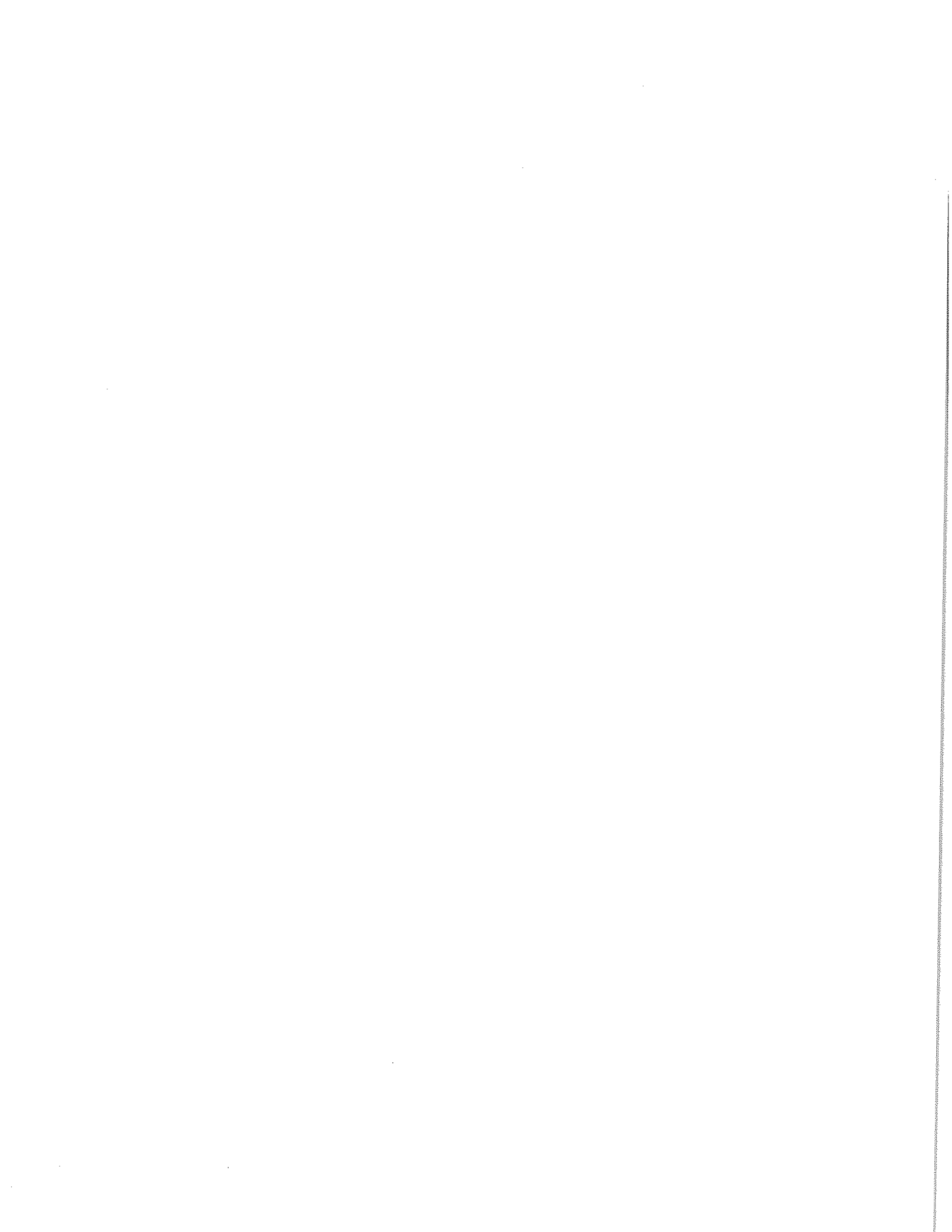
IV. HEALTH SERVICES

1. Health Services - Comprised of the Davis Center and the Brewer Center (skilled nursing - long-term care), and the Larus Center (skilled nursing – short-term rehabilitation), the Views (assisted living/residential care), and Seabury Meadows (assisted living Memory Support Center). When you receive health services in any of the above named areas, you will continue to pay the Monthly Fee and additional charges according to your selected fee plan.

When in the Davis Center, the Brewer Center, and the Larus Center or Seabury Meadows, you will be served three meals per day and agree to pay such additional charges as may be due thereby. When in the Views, you agree to pay such additional charges for additional meals beyond 20 meals per month. There is no additional charge for special diets in the Davis Center, the Brewer Center, and the Larus Center.

In the rare event that space for you is not available in the Davis Center, the Brewer Center, the Larus Center or Seabury Meadows, Seabury will arrange and pay for your temporary care in another skilled nursing facility or memory care facility that can provide such care until space becomes available. Your Monthly Fee will continue to be payable according to your fee plan, and you will be liable for any additional charges imposed by the other skilled nursing facility or memory care facility that would be payable under the terms of this Agreement governing charges while a resident of the Davis Center, the Brewer Center, the Larus Center or Seabury Meadows. Seabury will not be responsible for any injury or damages that you may sustain or incur while you are receiving temporary care in another skilled nursing facility or memory care facility. If space is not available in the Views (assisted living/residential care), temporary care may be arranged at your expense.

2. Health Services Available in Your Independent Living Apartment or Cottage
Health services will be provided in your Independent Living Apartment or Cottage only in accordance with the provisions of this Section.



3. The Health Clinic - Seabury will provide a Health Clinic (the "Clinic") on the premises where residents may be examined and treated as outpatients. Arrangements will be made for one or more physicians selected by Seabury (the "Clinic Physicians") to keep scheduled office hours at the Clinic. There is no fee for appointments with the Clinic nursing staff; however, additional charges are made for supplies and treatments (for example, administration of eye drops, injections, and dressing changes) as set forth in the schedule of charges for Assisted Living Services. Residents will be charged for office visits to the Clinic Physicians or other, non-nursing health professionals at the Clinic. There is no obligation to use the Clinic or the Clinic Physicians or staff. You remain free to engage the services of the physician or other health professionals of your choice at your expense.

4. Emergency and Other Care in Your Independent Living Apartment or Cottage - Seabury's security staff and nursing staff, if required, will be available to provide emergency assistance in your Independent Living Apartment or Cottage in accordance with Seabury's policies governing the provision of such care by our staff.

Subject to approval by the Medical Director, temporary health care services and oversight by our Clinic nursing staff may be provided in your Independent Living Apartment or Cottage in cases of temporary illness at no charge to you.

Subject to our approval and the approval of the Medical Director, home health agency services and assisted living services may be arranged at your request and at your expense, to provide home health or assisted living services on a scheduled and intermittent basis in your Independent Living Apartment or Cottage. Some home health agency services may be covered by Medicare or supplemental insurance. In the event that you are in need of frequent or continuous supervision or health services, you will be transferred to the appropriate level of care in accordance with the provisions of Section VI of this Agreement. You have the right to have scheduled and intermittent home health services provided by the licensed home health agency of your choice.

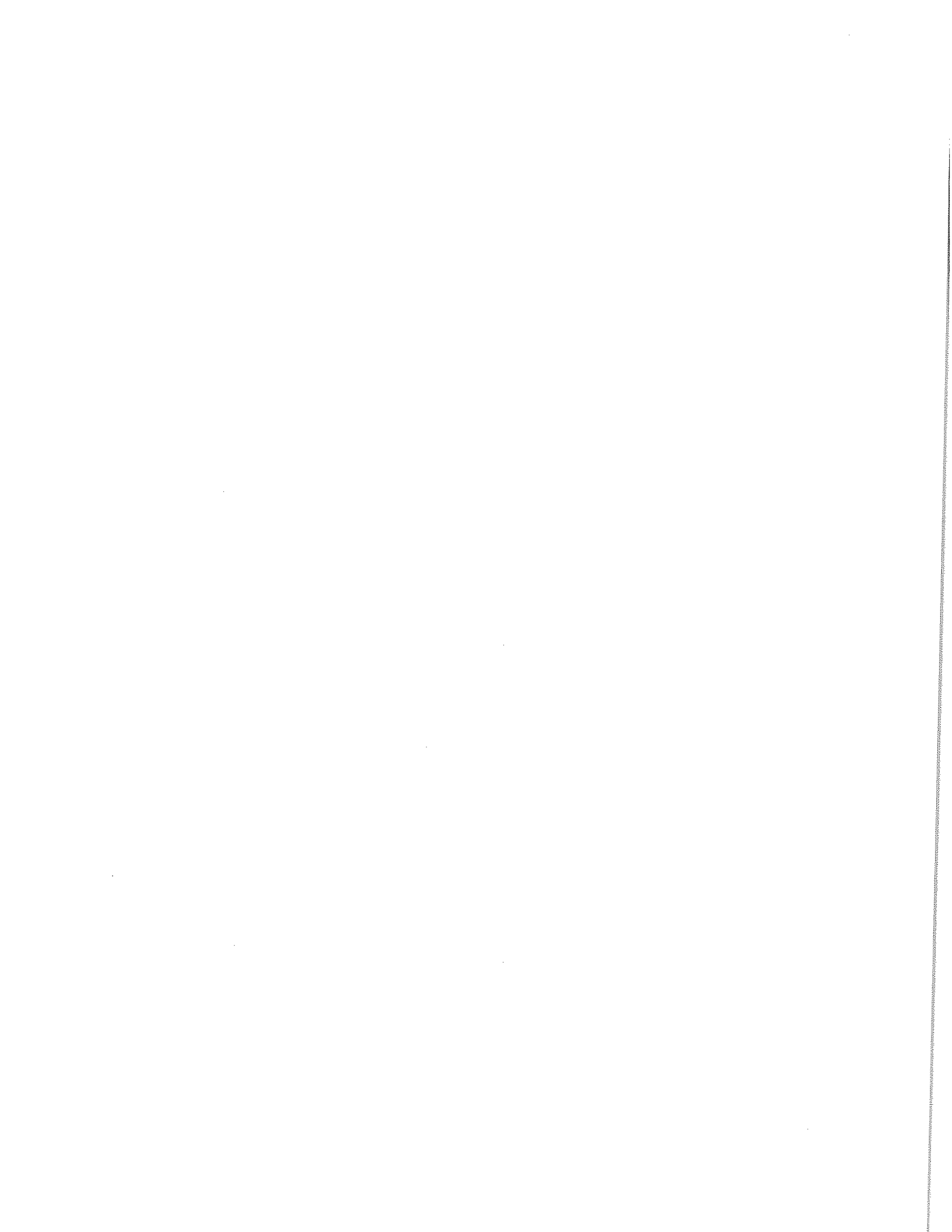
You may arrange to employ licensed private duty nurses, certified nurses' aides or companions provided, however, such nurses, aides, and companions may not be employed for continuous care or supervision in your Independent Living Apartment or Cottage. You will pay all expenses, including meals,

for your employees, who will be subject to all rules and regulations of Seabury. The employment of private duty nurses, aides, and companions requires Seabury's prior approval and must be in compliance with Seabury's private duty policy.

5. Therapy Services - You or your medical insurance will pay for all therapy and ancillary health services. Seabury may make arrangements for the services of a physical therapist, occupational therapist, podiatrist, or other therapy and ancillary health professionals to be available on the premises by appointment, but you are free to engage the services of the therapy and ancillary health professionals of your choice at their offices.
6. Hospital Coverage and Transfer Agreements - Seabury is not obligated to pay any charges for hospitalization or costs related thereto. In the event it becomes necessary for you to be transferred to a hospital, Seabury will provide the information necessary to meet the provisions of any hospital admissions agreement, and you agree that Seabury has the right to provide such information, which may include part or all of your medical records.

Seabury is not designed or staffed to care for persons afflicted with certain diseases, or conditions: for example, psychosis, substance abuse/addiction, contagious disease or certain types of subacute care. If you require care for a disease or condition which Seabury determines: a) it cannot properly treat, or b) is a potential danger to the health and welfare of other residents or staff, you agree that Seabury has the authority, after consultations described in the transfer provisions of this Agreement, to transfer you elsewhere for hospitalization or nursing care as may be deemed necessary by the Medical Director, whether or not the condition is deemed to be temporary in nature. If the transfer is deemed permanent by the Medical Director, your Independent Living Apartment or Cottage may be released and refunds made in accordance with the termination provisions of this Agreement.

7. Exclusions - You agree to pay the costs of the following services, whether provided at Seabury 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 by the Davis Center, the Brewer Center, and the Larus Center or the Views;
- intravenous (IV) insertion;
- ventilator care;
- ambulance and other specialized medical transportation services, including the cost of a private aide, if needed, for transport.

In addition, you may require intensive subacute rehabilitative or other subacute care that Seabury does not customarily provide in the Davis Center, the Brewer Center and the Larus Center. Because the need for such care may involve a wide variety of conditions and circumstances that cannot be specified in advance in all cases, Seabury reserves the right to determine, in Seabury's sole discretion, whether it is able to provide such care in the Davis Center, the Brewer Center, and the Larus Center, in any individual case and to require placement in another facility as appropriate. Usually, such care is covered by Medicare, Medicare managed care or supplemental insurance. To the extent that such care is not covered by such insurance, you are responsible for any charges for such care.

8. Illness or Injury Away from Seabury - In the event you suffer an illness or injury while away from Seabury, we shall have no responsibility to pay for your health care or nursing care resulting from such illness or injury, unless such care is first authorized by Seabury after consultation with the treating physician. However, after you return to Seabury, 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. For purposes of this paragraph, you shall be considered to be away from Seabury if the injury or illness occurs when you are not within a twenty (20) mile radius of the facility.

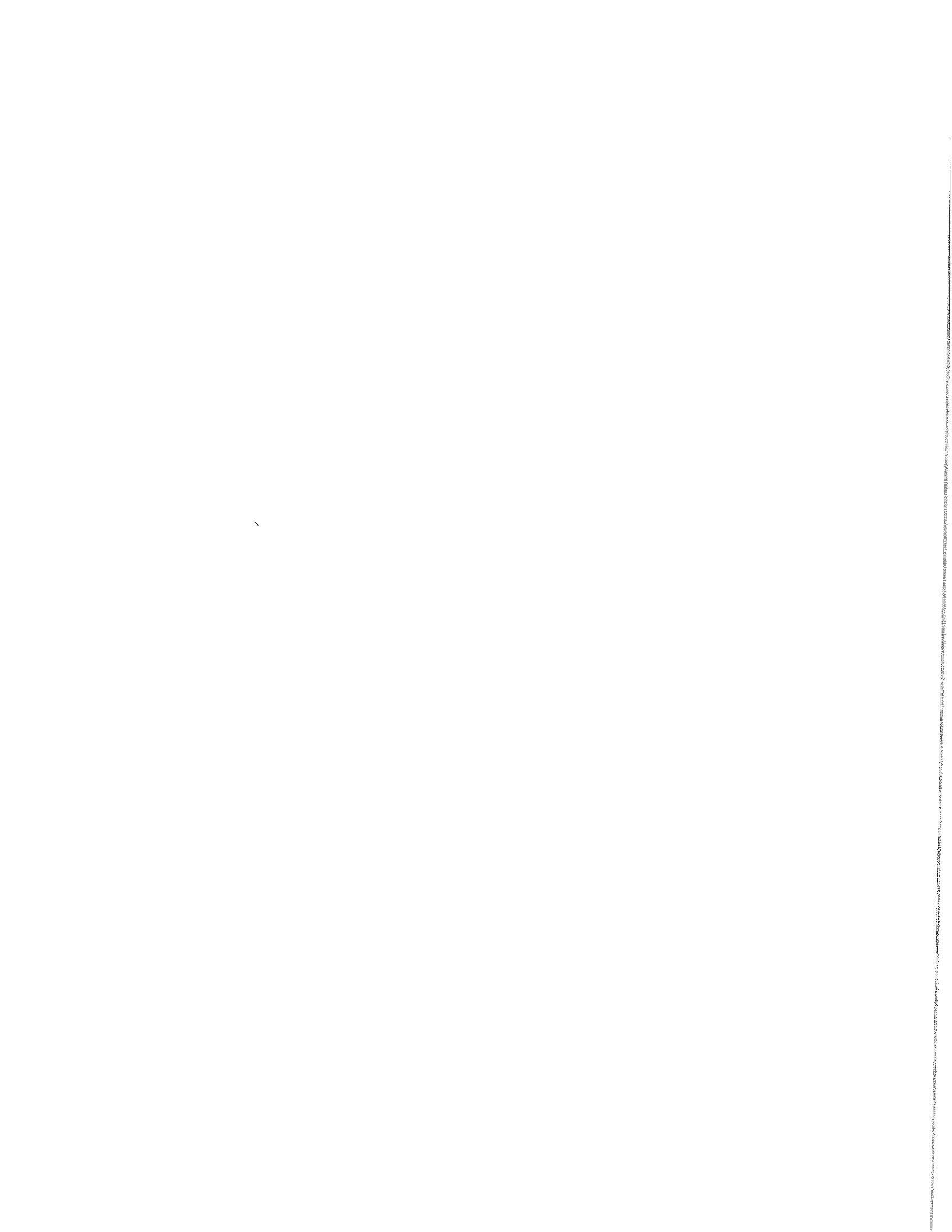
V. FEES

1. Statement of Fees - The Entrance Fee and Monthly Fee set forth in attached Exhibit A represent payment for the services to be provided by Seabury under this Agreement.
2. Fees - The Reservation Fee and Entrance Fee for the Reserved Apartment or Cottage shall be determined and payable as follows:
 - The Reservation Fee shall equal five or ten percent (5% or 10%) of the Entrance Fee set forth in Exhibit A. It shall be paid before execution of this Residence and Care Agreement and will be credited to the total Entrance Fee.
 - Any additional partial advance payments ("Advance Payments") will be credited to the total Entrance Fee.
 - The balance of the Entrance Fee shall be due and payable at or before your Actual or Scheduled Occupancy Date, whichever first occurs.
 - Checks for all fees should be made payable to Seabury.
3. Escrow of Fees - All Reservation Fees and Advance Payments received from you shall be deposited within 72 hours of receipt with the facility's escrow agent (the "Escrow Agent"), which is:

U.S. Trust, Bank of America Private Wealth Management
99 Founders Plaza, 5th Floor
Mail Code: CT2-547-05-19
East Hartford, CT 06108

All Reservation Fees and Advance Payments received and held by the Escrow Agent shall earn interest at the Escrow Agent's current variable market rate. Such interest, less the Escrow Agent's processing fees, shall be allocated to you and refunded or credited to you in accordance with Section VI of this Agreement. In some instances, processing fees could be greater than interest earned.

You shall be responsible for any taxes due on payments or credits of interest paid.



All Reservation Fees and Advance Payments deposited with the Escrow Agent are released to Seabury as of the Actual or Scheduled Occupancy Date, whichever first occurs. Interest earned on your Reservation Fee and Advance Payments, less the Escrow Agent's processing fees, will be credited to your Seabury account as of that date. After that date, any interest on these amounts that you have paid will accrue to Seabury's benefit.

4. Monthly Fees - You agree to pay Seabury the total Monthly Fee in advance on or before the fifth day of each month beginning with the Actual or Scheduled Occupancy Date, whichever first occurs. The Monthly Fee shall be prorated for any applicable period of less than one month. The Monthly Fee may be adjusted by Seabury at the sole discretion of Seabury upon at least sixty (60) days' advance written notice to you.

Seabury will endeavor to maintain the Monthly Fee at the lowest possible rate consistent with sound financial practice and maintenance of the quality of services, including health care services called for herein, but we may exercise our discretion to increase the Monthly Fee periodically. When we decide to adjust periodic charges on other recurring fees, we will provide you with at least thirty (30) days advance written notice of any increase in fees. You agree to pay the adjusted fee.

You agree to pay the Monthly Fee whether you are residing in your Independent Living Apartment or Cottage, the Davis Center, the Brewer Center, the Larus Center, the Views, or Seabury Meadows, or in another facility as set forth in Section IV of this Agreement.

If you are transferred after first occupancy to an Independent Living Apartment or Cottage for which the Monthly Fee is less than the Monthly Fee applicable to your original Independent Living Apartment or Cottage, the lower Monthly Fee will be charged while you reside in the smaller Independent Living Apartment or Cottage. Upon your transfer to the Davis Center, the Brewer Center, the Larus Center, the Views, or Seabury Meadows, the Monthly Fee payable while you are a resident of the Davis Center and the Brewer Center, the Views, or Seabury Meadows, will be the Monthly Fee for the Independent Living Apartment or Cottage you occupied for the longest period of time prior to entering the Health Services area.



You will be invoiced monthly for any items and services provided for you that Seabury is not obligated to provide as part of your Monthly Fee, and you must pay those invoices within five days after receipt.

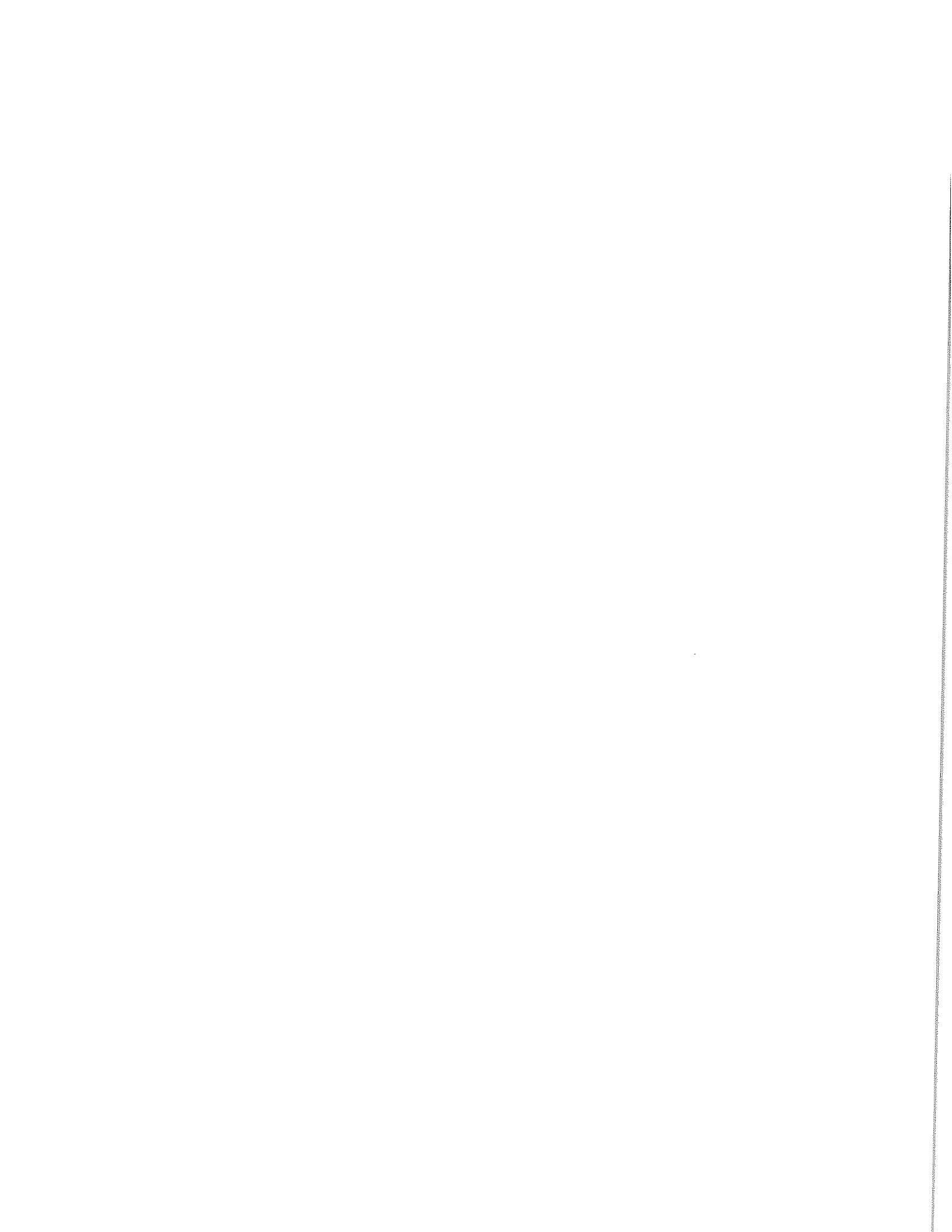
You agree to pay Seabury interest at reasonable rates, which we shall establish for overdue Monthly Fees and service charges.

5. Subsidy 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 Supplemental Income, Medicaid, etc., you agree to apply for these entitlements for benefits. Failure to do so may result in the termination of this Agreement by Seabury and release of its obligations hereunder. In the event that you are unable to meet your financial obligations to Seabury after qualifying for all available public benefits, Seabury will continue to provide the services to which you are entitled under this Agreement, but may require you to move to a smaller or less costly accommodation in order to reduce the cost of uncompensated services. Uncompensated services will be provided only to the extent and for as long as Seabury deems the provision of such services to be consistent with the objectives of Seabury and its prudent financial management of Seabury. The total cumulative amount of uncompensated services, and other subsidies provided to you by Seabury shall be deducted from any refund due to you or your estate upon termination of this Agreement.

VI. TRANSFER FROM YOUR INDEPENDENT LIVING APARTMENT OR COTTAGE OR HEALTH SERVICES AREA

There may come a time when you must move from your Independent Living Apartment or Cottage to the Health Services area (the Davis Center, the Brewer Center, the Larus Center, the Views, or Seabury Meadows) or to another facility as provided in Section IV of this Agreement. We are aware that this is a critical transition and will follow the following procedures during any transfer:

1. Consultations - Except in case of emergency, Seabury agrees not to transfer you from your Independent Living Apartment or Cottage or the Davis Center, the Brewer Center, the Larus Center, the Views, or Seabury Meadows for health-related or other reasons unless we have consulted with you, or with anyone else you designate as a primary contact. In the case of an emergency transfer, the consultations described above will be scheduled by Seabury within ten days after the transfer.



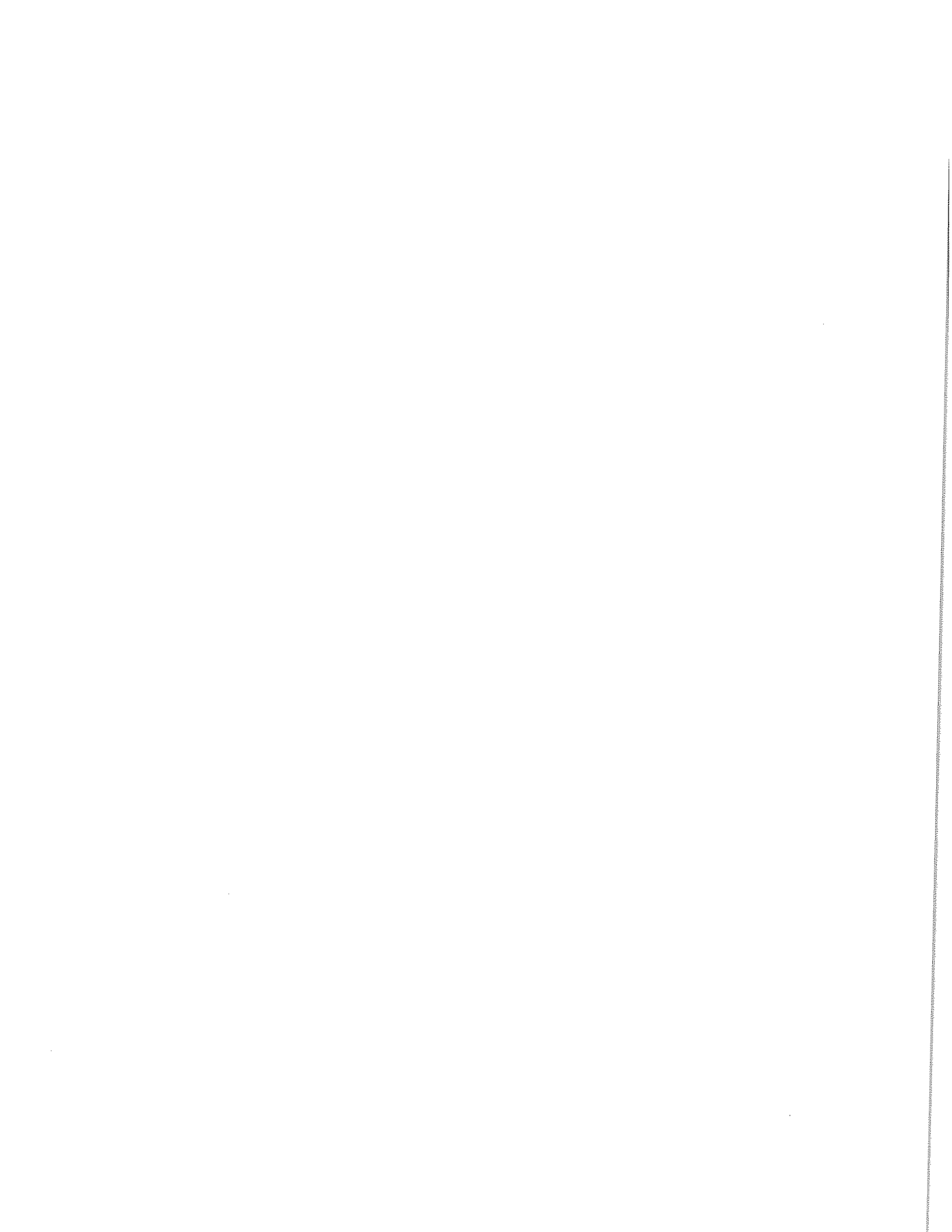
2. Consents - When Seabury determines it to be appropriate, after consultations called for in the above Paragraph, to transfer you from your Independent Living Apartment or Cottage to another Independent Living Apartment or Cottage, to the Davis Center, the Brewer Center, the Larus Center, the Views, or Seabury Meadows, or to a suitable public or private facility for hospitalization, subacute or nursing care, or other health-related services, Seabury shall have the authority and right to transfer you without having to obtain your consent.

In the event Seabury determines that your continued occupancy of your Independent Living Apartment or Cottage constitutes a danger to other residents or to yourself, violates the terms of this Agreement, or is detrimental to the peace or health of other residents, or to your health, Seabury shall have full authority to transfer you to another Independent Living Apartment or Cottage, to the Davis Center, the Brewer Center, the Larus Center, the Views, or Seabury Meadows, or to another suitable public or private facility without having to obtain your further consent.

Seabury shall determine, in its sole discretion, whether a transfer is appropriate.

3. Temporary Transfer - When Seabury determines that the condition which requires your transfer has the potential to be resolved in a manner which may allow you to return to your Independent Living Apartment or Cottage within sixty (60) days from the date of the transfer, the Independent Living Apartment or Cottage will be held for your return. If Seabury initiated your transfer, the return to your Independent Living Apartment or Cottage is subject to the approval of Seabury. You agree to pay the Monthly Fee applicable to your Independent Living Apartment or Cottage during any temporary absence.
4. Permanent Transfer - When Seabury determines that the condition which required your transfer is not temporary in nature, your Independent Living Apartment, Cottage, or Views apartment shall be released and made available to a new resident.

You agree to the removal of your property from the Independent Living Apartment or Cottage, Views apartment, or storage room within fifteen (15) days of permanent transfer. If after fifteen days your furniture and personal



belongings remain in any of the areas listed above, you will continue to pay the monthly fee and be responsible for all additional charges for room and services in the Davis Center, the Brewer Center, the Larus Center, the Views, or Seabury Meadows. In addition, you will also pay your current monthly fee for the Apartment or Cottage or room until such property is removed. After 30 days, the facility may store such property at your expense for 60 days, after which such property may be disposed of without liability.

5. Relocation or Transfer from one Independent Living Apartment or Cottage to another Independent Living Apartment or Cottage by a resident shall be handled in the following manner:
 - a. Prospects and residents will be given priority status on the Priority Wait List by date of their request. This request must be made in writing.
 - b. Entry Fee: If the resident requests a move to a more expensive Independent Living Apartment or Cottage than the one presently occupied, he or she must pay the difference between the current entry fee of the more expensive Independent Living Apartment or Cottage and the current entry fee of the Independent Living Apartment or Cottage presently occupied. In the case of new construction, the resident must pay the difference between the original entrance fee paid and the current entrance fee for the new apartment, cottage or villa. If the resident chooses to downsize to a less expensive Independent Apartment or Cottage, there will be no refund or market rate adjustment on the entry fee. There will be no adjustment at all for a move to the same size Independent Living Apartment or Cottage. It should be noted that for fee plans that have a 2% amortization schedule on the entry fee, there will not be a new amortization on any additional entry fee payments. The additional entry fee will be amortized from the original occupancy date.
 - c. Monthly Fees: If you transfer after first occupancy to a larger or smaller Independent Living Apartment or Cottage, you will be charged the current monthly fee on the Independent Living Apartment or Cottage to which you have transferred. Upon your transfer to the Davis Center, the Brewer Center, the Larus Center, the Views, or Seabury Meadows, the Monthly Fee payable while you are a resident of the above Health Services area will be the Monthly Fee for the Independent Living



Apartment or Cottage you occupied for the longest period of time prior to entering the Health Services area.

- d. Relocation Fee: When transferring to another Independent Living Apartment or Cottage, there will be a charge of one month's rental fee at the previous Independent Living Apartment or Cottage rate. The reason for this additional charge is to cover the loss of revenue to Seabury while refurbishing two Independent Living Apartments or Cottages.
- e. If a resident requests a move for health reasons, this request must be approved by Seabury's Medical Director, Vice President of Health Services, and the Admissions Committee in order to qualify for immediate relocation.

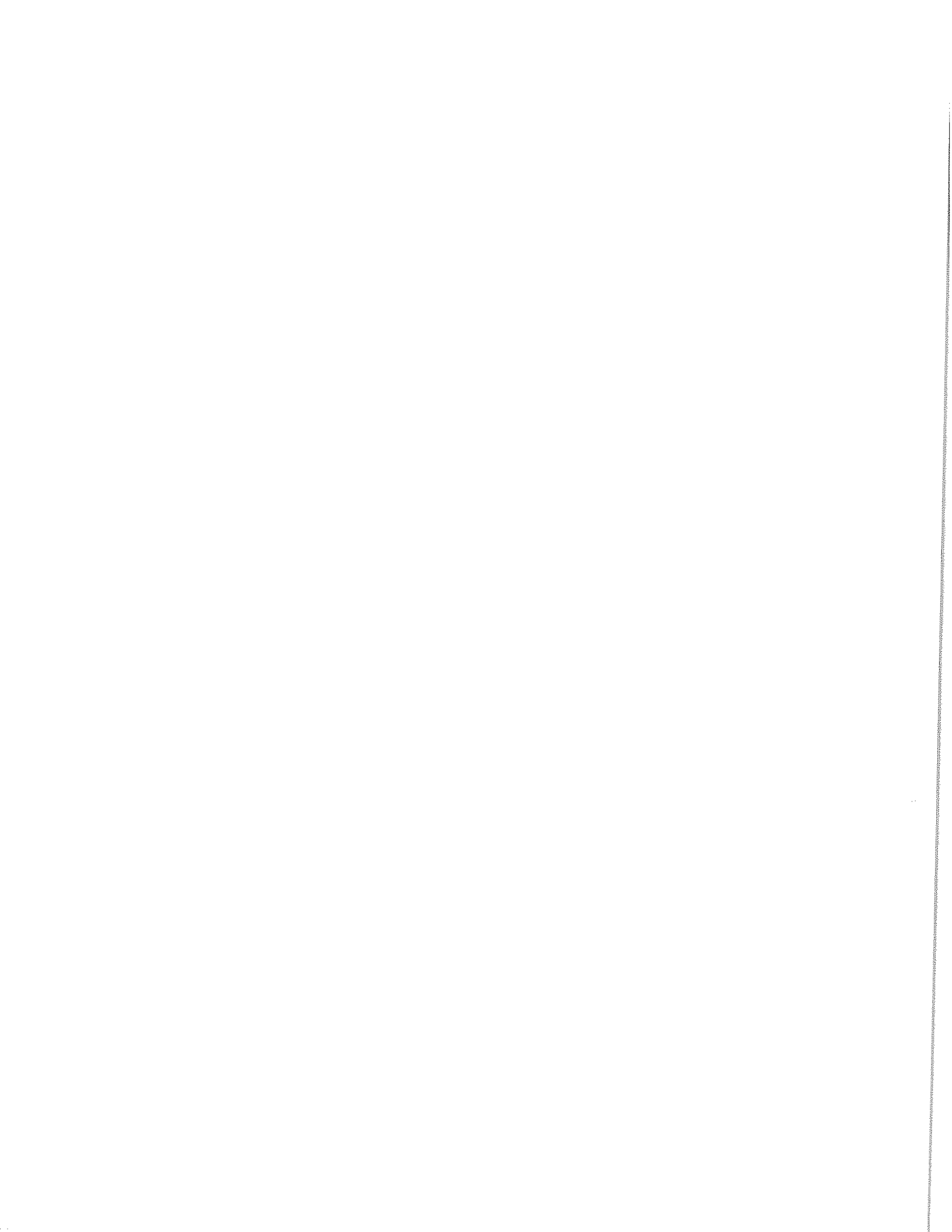
VII. TERMINATION OF AGREEMENT; REFUNDS

1. Termination By You Prior to the Scheduled Occupancy Date - You have certain rights as set forth in this Paragraph regarding termination of this Agreement between the date this Agreement is executed by you and your Actual or Scheduled Occupancy date, whichever first occurs (the "Statutory Rescission Period").

You may terminate this Agreement for any reason within thirty (30) days following the date you signed this Agreement without penalty of forfeiture. You are not required to move to Seabury before expiration of this thirty-day period.

From thirty (30) days following the execution of this Agreement until the end of the Statutory Rescission Period, you may terminate this Agreement due to death, illness, injury or incapacity that prevents you from occupying your Independent Living Apartment or Cottage in accordance with the terms of this Agreement.

You must provide Seabury timely written notice via registered or certified mail of termination pursuant to this Paragraph. If the termination is due to death, illness, injury, or incapacity, Seabury reserves the right to require you to provide information to validate your claim that you are prevented from occupying the Reserved Apartment or Cottage.



Within sixty (60) days of Seabury's receipt of your written notice or acceptance of your claim as validated, Seabury will refund to you your Reservation Fee and Advance Payments, if any, together with accrued interest, less any processing fees charged by the Escrow Agent.

Seabury reserves the right to deduct from any refund due pursuant to this Paragraph (a) a processing fee of one thousand dollars (\$1,000) or two percent (2%) of the Entrance Fee, whichever is greater and (b) any costs specifically incurred by Seabury on your behalf and in accordance with your written request.

If you terminate your Agreement pursuant to this Paragraph, Seabury shall, at its option, have the right to reassign the Reserved Apartment or Cottage, and you then have no further right to the Reserved Apartment or Cottage.

2. Termination By You After the Actual or Scheduled Occupancy Date - You may terminate this Agreement after your Actual or Scheduled Occupancy Date by giving written notice to Seabury by registered or certified mail no less than thirty (30) days prior to termination.

This Agreement shall terminate upon your death.

Any Entrance Fee refund due to you will be made in accordance with Paragraph 6, or Paragraph 7, or Paragraph 8 of this Section, as applicable.

3. Termination by Seabury - Seabury 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:

- You are not accepted by Seabury due to financial or medical reasons;
- Failure to perform your obligations under this Agreement, including the obligation to pay the Monthly Fees and other charges within ninety (90) days after they are due for payment;
- Failure to abide by the rules and regulations of Seabury, including such reasonable amendments as may be adopted from time to time;



- Material misstatements or failure to state a material fact in your application, financial statement, or health history statement filed with Seabury;
- Dissipation or commitment of your financial resources in a discretionary manner which impairs your ability to meet your financial obligation to Seabury;
- Permanent transfer to another public or private institution;
- Your behavior resulting in a threat to the safety, health, peace, or wellbeing of yourself or others.

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

4. Conditions of Refund and Duties Upon Termination - If we terminate this Agreement prior to your Actual or Scheduled Occupancy date, whichever shall first occur, refund of your Reservation Fee and Advance Payments, if any, will be made in accordance with Paragraph 1 of this Section. If we or you terminate this Agreement after the Actual or Scheduled Occupancy Date, the refund of the portion of the Entrance Fee to which you are entitled shall promptly be due to you in accordance with the provisions of Paragraphs 6, 7 or 8 of this Section. At the sole discretion of Seabury, payment of the refund may be made contingent on the reservation or occupancy of your Independent Living Apartment or Cottage by a new resident. If Seabury does require such a contingency, we will pay the refund no later than three years from the Termination Date.

Monthly Fees are to be paid through the Termination Date, and for any part of a month in which your furnishings or belongings remain in your Independent Living Apartment or Cottage or Health Services room. In no event shall Seabury be obligated to refund more than one month's payment of the Monthly Fee. No refund of any portion of the Entrance Fee shall be due as a result of your transfer to the Davis Center, the Brewer Center, the Larus Center, the Views, or Seabury Meadows, or to another institution or facility unless this Agreement is terminated in accordance with its terms.

Upon termination by either you or Seabury, you agree to pay Seabury all amounts owed to it and any reasonable expenses incurred in connection with the termination, including, but not limited to:

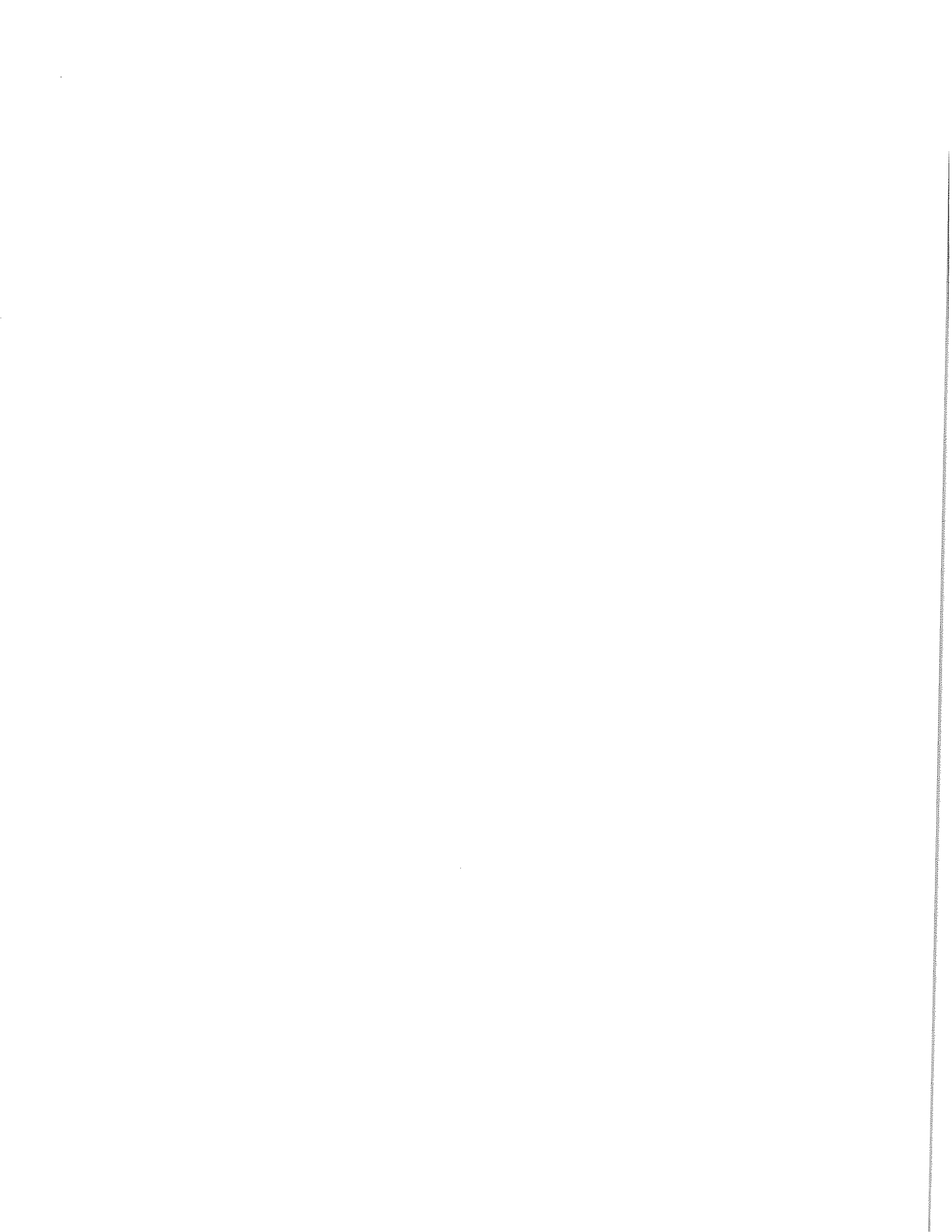
- Costs of any repairs or replacement of property assigned to your use;
- Painting or other refurbishment of your Living Apartment or Cottage in excess of that required by normal wear;
- The cumulative amount of any uncompensated services or other subsidies provided to you by Seabury.

Seabury may deduct any amounts owed it by you against any refund due.

Timely notice of termination by you after your Actual or Scheduled Occupancy Date must be given by hand delivery, or registered, or certified mail. The notice must specify the Termination Date.

5. Removal of Property - You agree to the removal of your property from the Independent Living Apartment or Cottage or room within fifteen (15) days after termination of the Agreement. After 15 days, the facility will store such property at your or your estate's expense for thirty days, after which it may be disposed of without liability.
6. Provisions Applicable Only for Plan 67% Refund Option - If you have selected the Plan 67% Refund Option as shown on the attached Exhibit A, you or your estate shall be due a refund equal to sixty-seven percent (67%) of the Entrance Fee upon termination by you or by Seabury after the Actual or Scheduled Occupancy Date.
7. Provisions Applicable Only for Plan 2% Refund Option - If you have selected the Plan 2% Refund Option as shown on the attached Exhibit A, you or your estate shall be due a refund equal to the Entrance 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 Actual or Scheduled Occupancy Date. No refund shall be due if you terminate this Agreement more than fifty (50) months after the date you signed this Agreement.

If Seabury terminates this Agreement after your Actual or Scheduled Occupancy Date, you or your estate shall be due a refund equal to the



amount of the Entrance 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 terminates this Agreement more than one hundred months after the date you signed this Agreement.

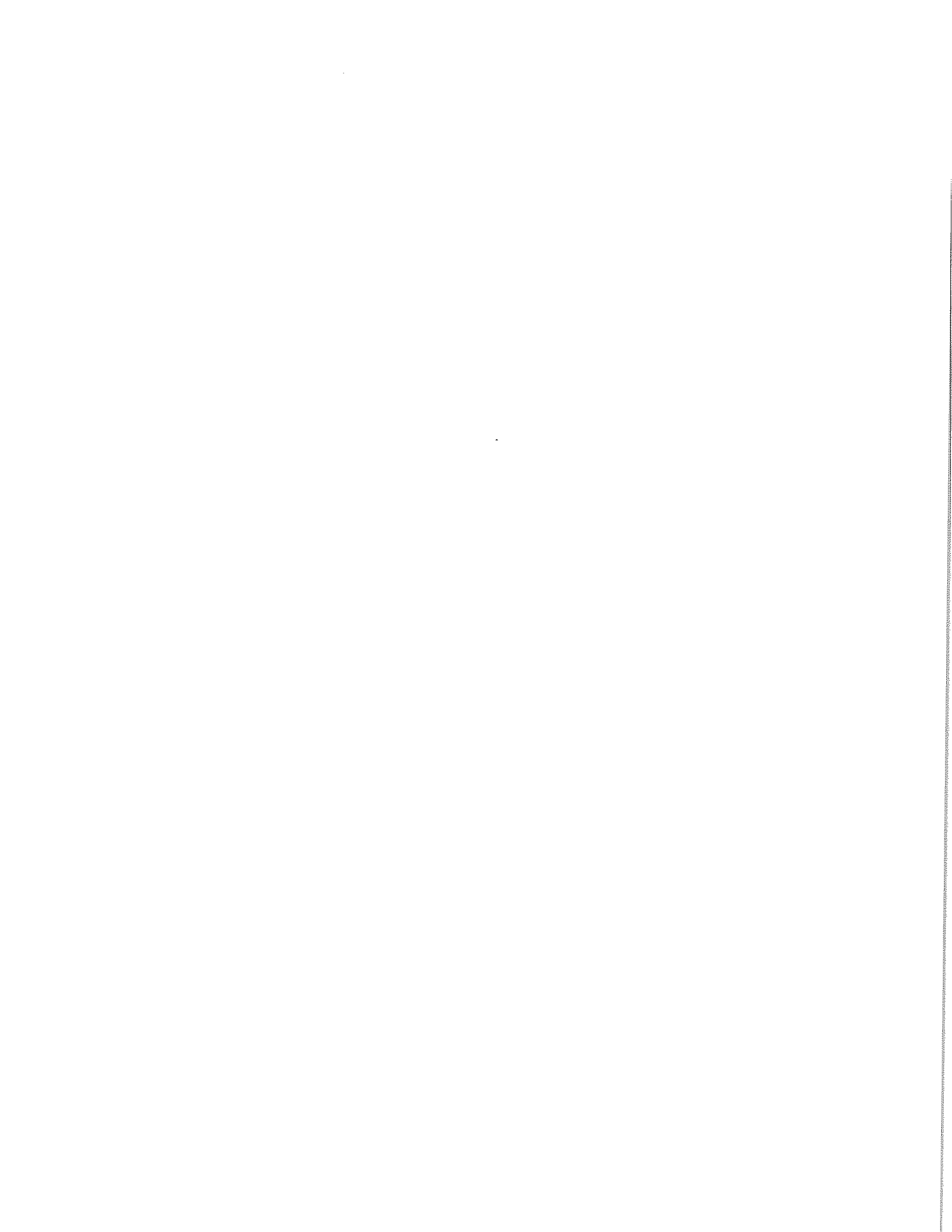
For purposes of computing Entrance Fee refunds, a partial calendar month of more than fifteen (15) days shall be treated as a full month and a partial calendar month of fifteen (15) or fewer days shall be ignored. The date you signed this Agreement and Termination Date shall be counted as full calendar days.

8. Provisions Applicable for Plan 85% Refund Option - If you have selected Plan 85% as shown on Exhibit A, you or your estate shall be due a refund equal to 85% of the entrance fee if you or your spouse have never transitioned to another level of care on a temporary or permanent basis.

If you transition to another level of care, you will continue to pay the Monthly Fee. You will also be responsible for the difference between the Monthly Fee and the private pay charges then in effect for the Views (assisted living), Seabury Meadows (assisted living Memory Support Center), or the Davis Center, the Brewer Center, the Larus Center (skilled nursing) determined by the level in which you are residing (unless your care is paid for by Medicare). The difference between your Monthly Fee and the cost of Assisted Living, Seabury Meadows or Skilled Nursing will be deducted from your 85% refund. Maintaining your Independent Living Apartment or Cottage while residing in a different level of care will necessitate additional fees.

Limit of Financial Responsibility: If your 85% Entrance Fee refund is exhausted by deductions for health care charges, you will then need to pay only the Monthly Fee for your Apartment or Cottage (or previous Apartment or Cottage) in Independent Living, plus additional meal charges.

Under Plan 85%, deductions from your 85% Entrance Fee refund for health care charges will be computed as described below:



a. Permanent Transfer to the Davis Center, the Brewer Center, the Larus Center, the Views, or Seabury Meadows

If you transition to the Views (assisted living), Seabury Meadows (assisted living Memory Support Center), or the Davis Center, the Brewer Center and the Larus Center (skilled nursing) and no longer have an assigned Independent Living Apartment or Cottage, you will continue to pay the Monthly Fee for your previous Independent Living Apartment or Cottage. Charges for the Views (assisted living), Seabury Meadows (assisted living Memory Support Center), or the Davis Center, the Brewer Center, and the Larus Center (skilled nursing) in excess of your Monthly Fee will be deducted from our 85% Entrance Fee refund (unless your care is paid for by Medicare).

b. Temporary Transfer to the Davis Center, the Brewer Center, and the Larus Center (skilled nursing)

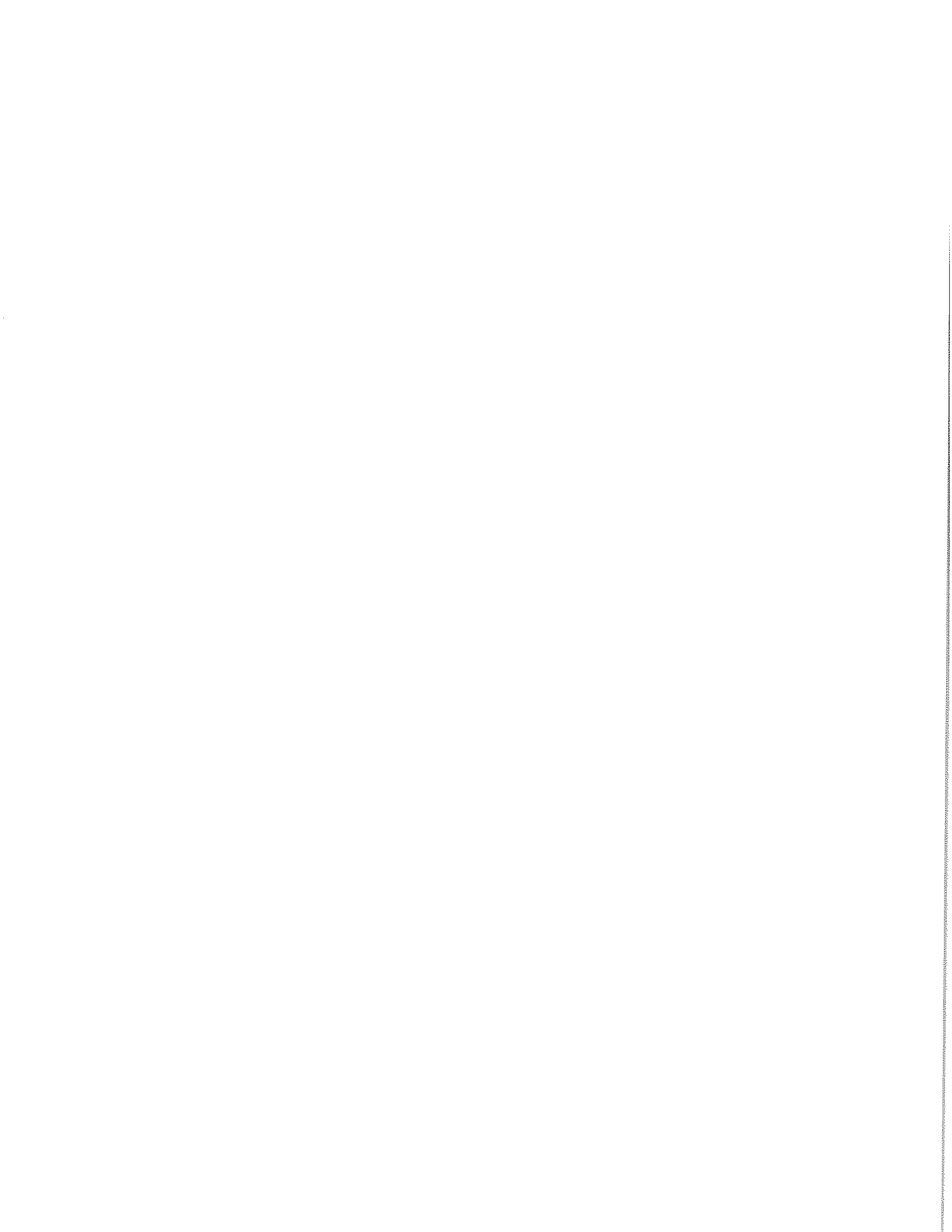
If you receive care in the Davis Center, the Brewer Center, and the Larus Center (skilled nursing) temporarily (i.e., you maintain your Independent Living Apartment or Cottage and are expected to return to it), you will continue to pay your Monthly Fee. The full charges for care in the Davis Center, the Brewer Center, and the Larus Center (skilled nursing) will be deducted from your 85% Entrance Fee refund (unless your care is paid for by Medicare).

c. Shared Apartment or Cottages

The terms described above also apply to persons who share an Independent Living Apartment or Cottage; however, the total Monthly Fee due to Seabury will continue to include the Second Person Fee.

VIII. CO-RESIDENTS' RIGHTS AND RESPONSIBILITIES

1. Co-residents - Residents who will occupy the same Independent Living Apartment or Cottage ("Co-residents") shall each sign a separate Residence and Care Agreement with Seabury. Under the terms of this Agreement, married couples shall have rights and obligations identical to those of any other Co-residents.



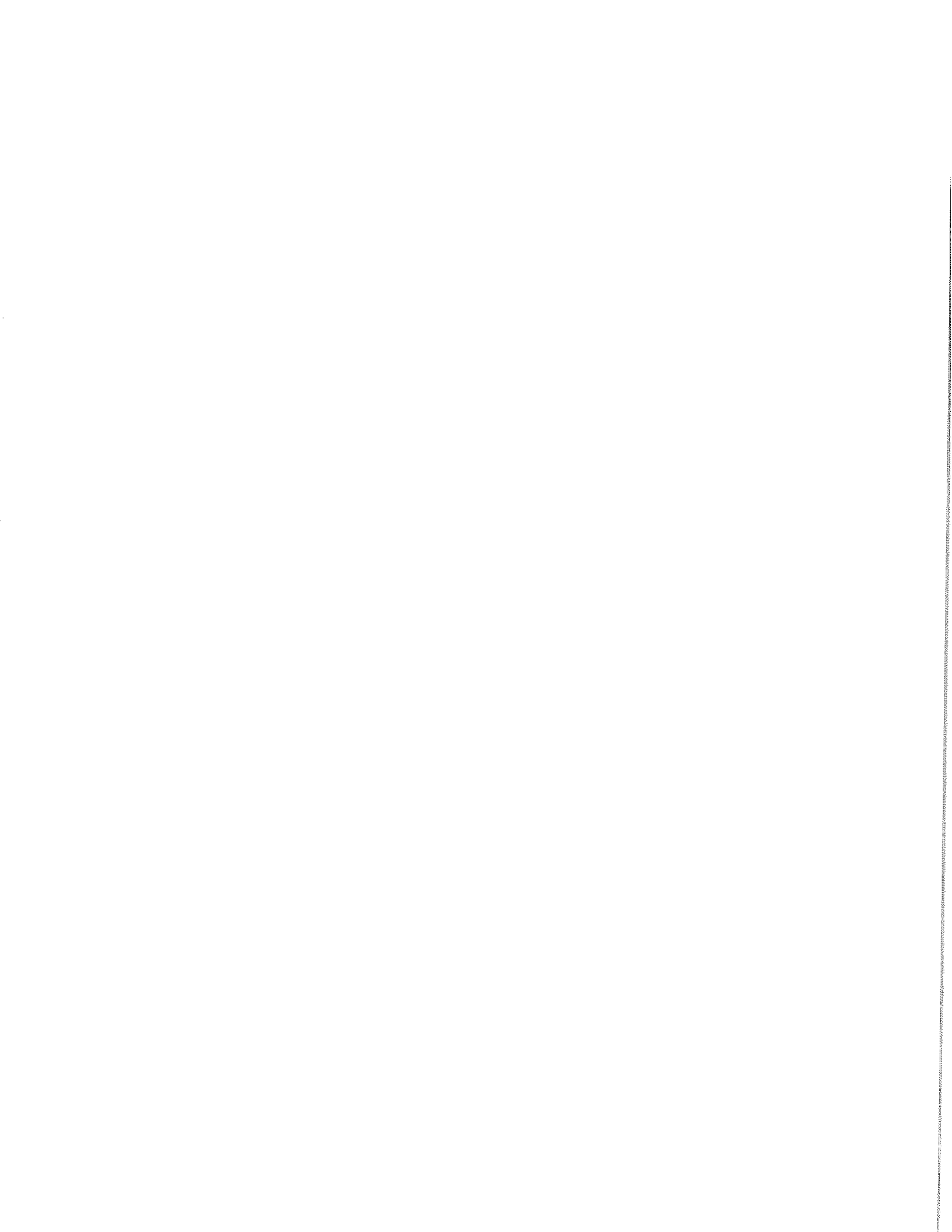
2. Joint Liability - Each Co-resident shall be jointly and severally liable for all payments, which shall be due under the terms of this Agreement.
3. Termination of Agreement with One Co-resident - In the event that the Agreement of one Co-resident terminates for any reason, the total Entrance Fee shall be deemed to have been paid on behalf of the remaining resident, whose Agreement shall remain in effect. Any refund of Entrance Fee paid for Co-residents will be refunded for the benefit of the remaining resident, or their estate upon termination of the Agreement with the remaining resident subject to Section VII of this Agreement.

When the Agreement of one Co-resident terminates, the remaining resident shall have the option for a period of thirty (30) days thereafter to elect:

- to retain the same Independent Living Apartment or Cottage and to pay the then current single resident Monthly Fee applicable to that Independent Living Apartment or Cottage; or
 - to move to a different type of Independent Living Apartment or Cottage, if and when available, in accordance with the terms set forth in Section VI.
4. Transfer of One Co-resident to the Davis Center, the Brewer Center, the Larus Center, the Views, or Seabury Meadows - When one Co-resident transfers permanently from the Independent Living Apartment or Cottage to the Health Services area or to another facility, the Co-residents will continue to pay the Co-resident Monthly Fee set forth in Exhibit A applicable to the Independent Living Apartment or Cottage which they occupied at the time of transfer, subject to adjustment by Seabury in accordance with Section IV of this Agreement.

For a period of thirty (30) days from the date of transfer, the resident remaining in the Independent Living Apartment or Cottage shall have the option to move to a different type of Independent Living Apartment or Cottage, if and when available, in accordance with the terms set forth in Section VI.

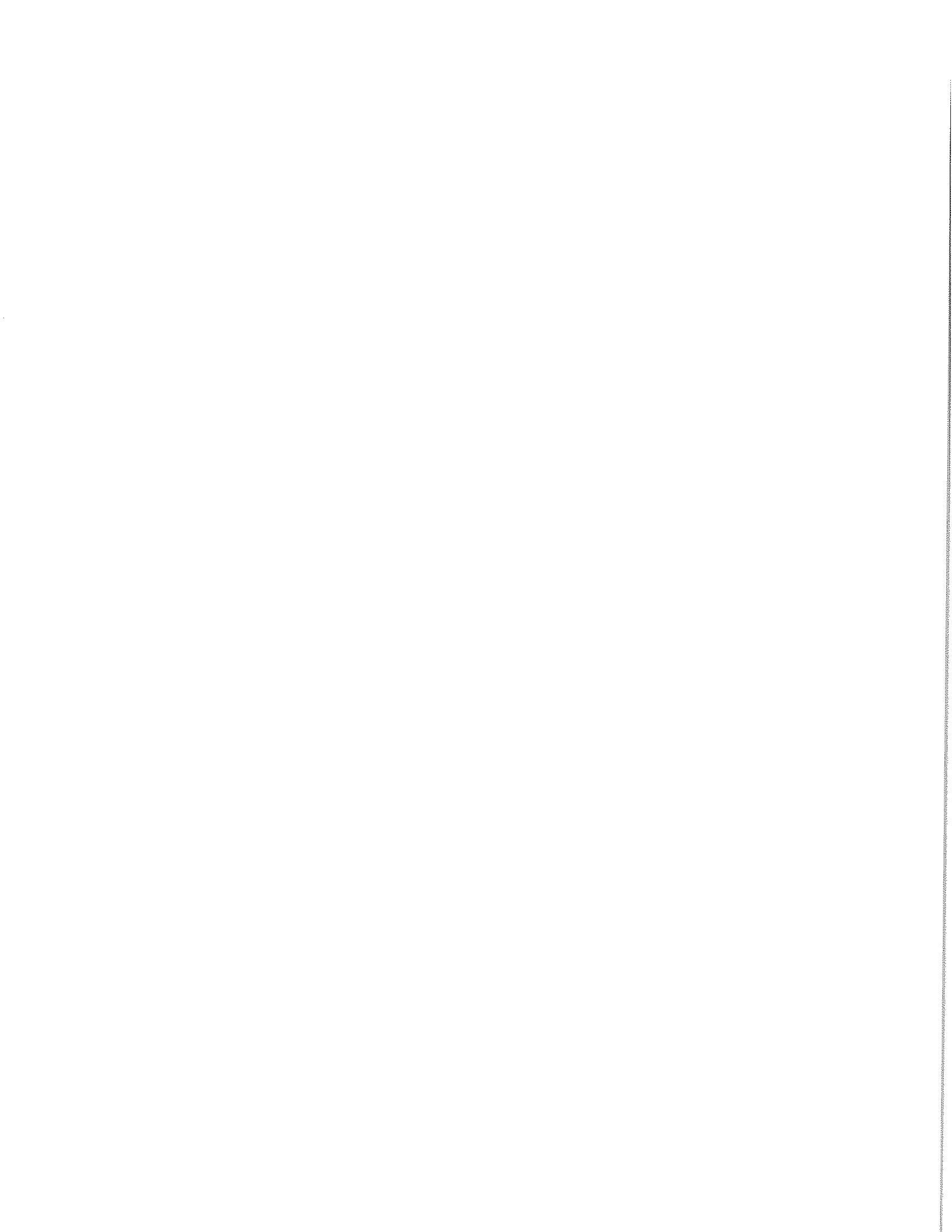
5. Addition of a Co-resident or Marriage - When a single resident occupies an Independent Living Apartment or Cottage in which Seabury policy permits double occupancy, the resident can allow another person to join him/her in



occupancy of the Independent Living Apartment or Cottage, if in the sole judgment of Seabury the new resident qualifies for acceptance. Before commencing occupancy, the new Co-resident shall be required to sign a separate Residence and Care Agreement, which will call for payment of the difference between the then current single resident entrance fee and the present double occupancy entrance fee, and the applicable monthly fee for apartment or cottage.

IX. MISCELLANEOUS

1. Confidentiality - Seabury has the responsibility to keep all of the personal, medical, and financial information you have supplied to Seabury in confidence. You agree that, as permitted by federal and state law, Seabury 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 retains all authority regarding admission, adjustment of fees, and all aspects of the management of Seabury. You do not have the right to prevent the admission of a new resident or the termination of another resident's Residence and Care Agreement, nor do you have the right to protest the fees charged to, or financial assistance rendered to any other resident.
3. Waiver - In the event that Seabury 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 is obliged to take legal action to enforce this Agreement, to collect sums due to Seabury 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 representatives and over any descriptions of services in promotional materials or presentations. This Agreement constitutes the entire contract between you and Seabury, and supersedes all previous understandings and agreements between you and Seabury. No waiver or modification shall be valid unless made in writing, signed by you and by Seabury 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 health care 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 under this Agreement shall inure to the benefit of its successors and assigns.
11. Statement of Non-Discrimination - Seabury 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 - Until you reside at Seabury and when required by the terms of this Agreement, notices shall be given in writing and shall be given to Seabury



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.

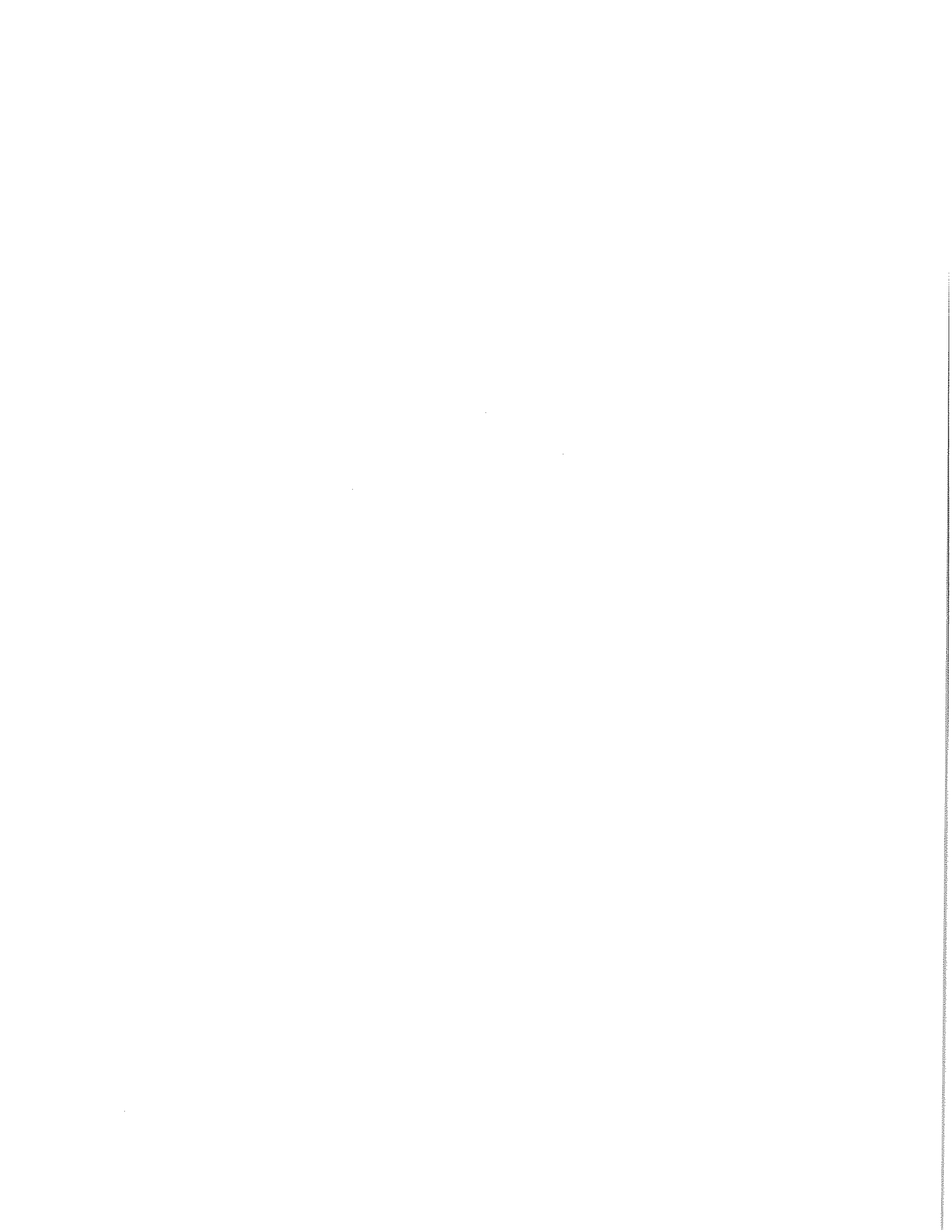
Signature - Resident

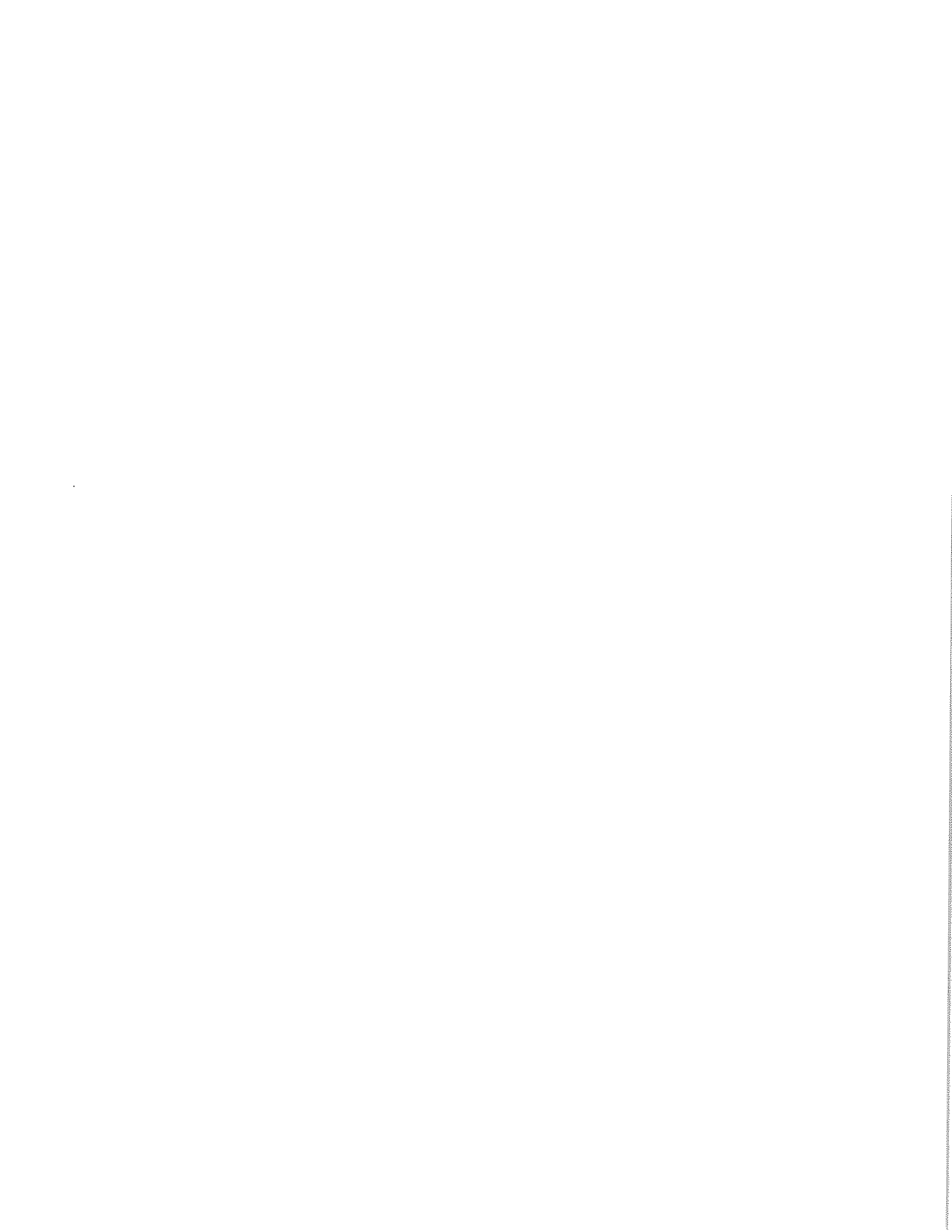
Date

CHURCH HOME OF HARTFORD, INCORPORATED

By: _____
Authorized Representative

Date





Meal Plan:
Reduced-Meal Plan Credit \$ _____
No-Meal Plan Credit \$ _____

ESCO: Phone _____ \$ _____
Internet _____ \$ _____
Premium Cable _____ \$ _____

Other Charges: _____ \$ _____

TOTAL MONTHLY FEE \$ _____

Refund Option Selected

Plan 2%

Plan 67%

Plan 85%

Addresses for Required Notice

to Seabury:

President and CEO
Seabury
200 Seabury Drive
Bloomfield, Connecticut 06002

to You:

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

Signature - Resident

Date

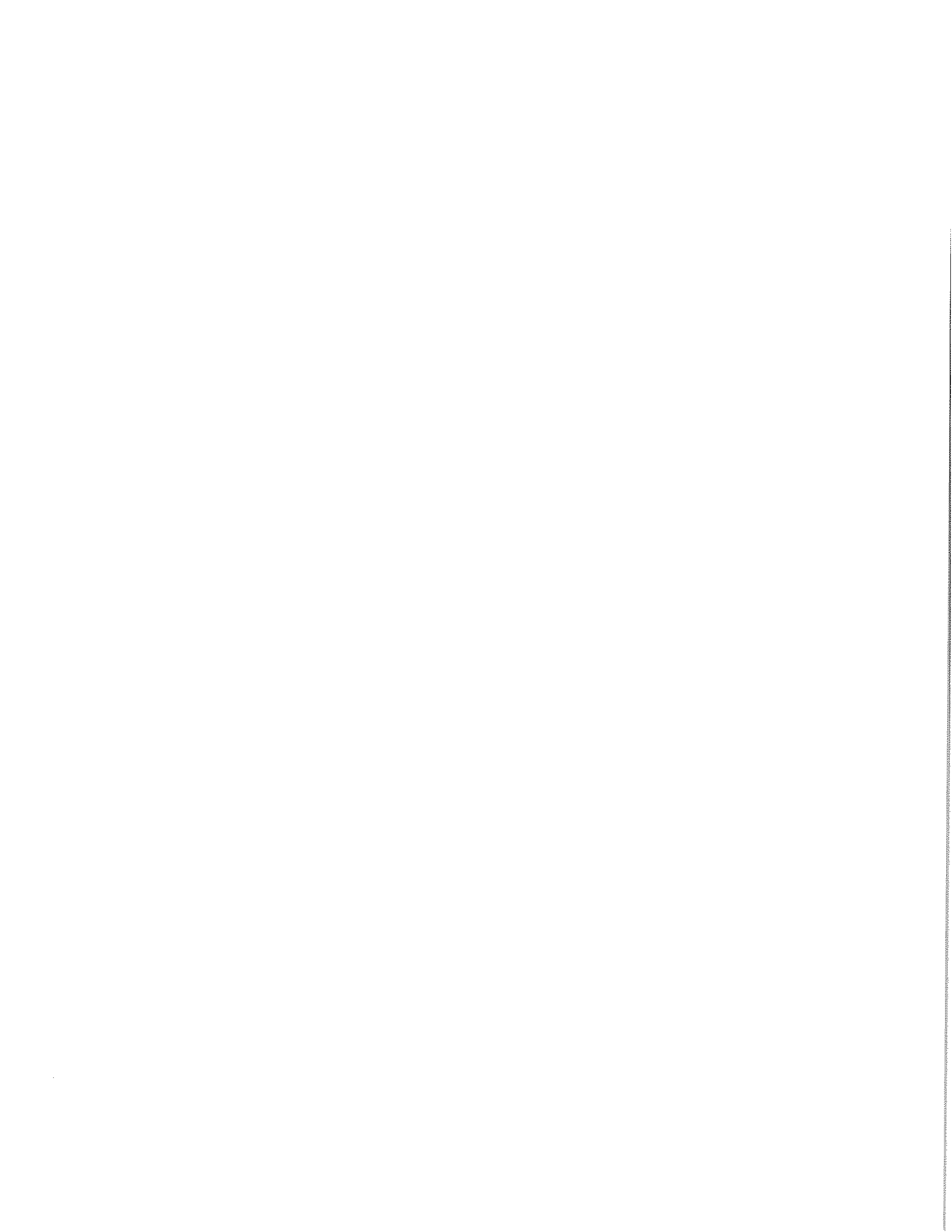


EXHIBIT B

AUDITED FINANCIAL STATEMENTS

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

BlumShapiro

Accounting | Tax | Business Consulting

**CHURCH HOME OF HARTFORD INCORPORATED
AND SUBSIDIARIES**

CONSOLIDATED FINANCIAL STATEMENTS

SEPTEMBER 30, 2017 AND 2016

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES

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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, 2017 and 2016, 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, 2017 and 2016, 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 28, 2017

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION SEPTEMBER 30, 2017 AND 2016

	<u>2017</u>	<u>2016</u>
ASSETS		
Current Assets		
Cash and cash equivalents	\$ 10,293,440	\$ 12,478,616
Cash and cash equivalents held by trustee	2,655,181	18,714,427
Entrance fee deposits	2,757,215	2,359,629
Accounts receivable, net	1,365,135	1,451,635
Entrance fees receivable	1,507,198	2,605,376
Prepaid expenses and other current assets	632,659	555,150
Total current assets	<u>19,210,828</u>	<u>38,164,833</u>
Investments		
Investments	19,935,437	18,137,483
Investments held by trustee	<u>29,756,533</u>	<u>49,680,543</u>
	<u>49,691,970</u>	<u>67,818,026</u>
Property and Equipment, at Cost		
Land and improvements	9,636,307	9,636,307
Buildings and improvements	82,565,387	80,986,455
Furniture, fixtures and equipment	10,011,534	9,707,071
Vehicles	206,243	212,171
Construction in progress	<u>56,706,878</u>	<u>15,617,478</u>
	159,126,349	116,159,482
	49,153,034	44,987,206
Less accumulated depreciation	<u>109,973,315</u>	<u>71,172,276</u>
Net property and equipment		
Other Assets		
Deferred marketing costs, net	1,219,712	650,920
Deferred compensation investments	126,341	94,542
Beneficial interest in perpetual trusts	3,593,092	3,355,463
Investment in Limited Partnership	180,399	171,143
Pledges receivable	85,448	85,448
Other receivables	-	5,567
Total other assets	<u>5,204,992</u>	<u>4,363,083</u>
Total Assets	<u>\$ 184,081,105</u>	<u>\$ 181,518,218</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, 2017 AND 2016

	<u>2017</u>	<u>2016</u>
LIABILITIES AND NET ASSETS		
Current Liabilities		
Current portion of bonds payable	\$ 935,000	\$ 895,000
Current portion of loans payable	27,081	88,571
Current portion of capital leases	87,309	83,229
Accounts payable and accrued expenses	10,599,192	7,027,549
Entrance fee deposits	<u>2,757,215</u>	<u>2,359,629</u>
Total current liabilities	<u>14,405,797</u>	<u>10,453,978</u>
Annuities Payable	<u>219,711</u>	<u>306,011</u>
Bonds Payable, Net of Current Portion and Bond Financing Costs	<u>106,315,341</u>	<u>107,234,960</u>
Loans Payable, Net of Current Portion	<u>-</u>	<u>27,081</u>
Capital Leases, Net of Current Portion	<u>493,418</u>	<u>583,463</u>
Deferred Compensation	<u>126,341</u>	<u>94,542</u>
Refundable and Nonrefundable Entrance Fees		
Entrance fees refunds payable	27,508,055	28,234,261
Nonrefundable deferred fees, net	<u>24,825,598</u>	<u>22,938,515</u>
Total refundable and nonrefundable deferred entrance fees	<u>52,333,653</u>	<u>51,172,776</u>
Total liabilities	<u>173,894,261</u>	<u>169,872,811</u>
Net Assets		
Unrestricted	4,826,312	7,158,203
Temporarily restricted	1,397,440	761,741
Permanently restricted	<u>3,963,092</u>	<u>3,725,463</u>
Total net assets	<u>10,186,844</u>	<u>11,645,407</u>
Total Liabilities and Net Assets	<u>\$ 184,081,105</u>	<u>\$ 181,518,218</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, 2017 AND 2016

	2017	2016
Unrestricted Net Assets		
Revenues, gains and other support:		
Health center patients, net of contractals	\$ 7,372,900	\$ 7,751,100
Assisted living services	3,351,244	3,445,849
Resident services	10,828,855	10,713,270
Home health revenue	1,192,281	1,410,838
Seabury at Home revenue	626,920	492,251
Amortization of nonrefundable deferred fees	2,959,746	2,503,485
Investment income	1,636,088	1,414,435
Other income	821,025	627,425
Contributions and gifts	1,126,003	10,726
Total revenues, gains and other support	<u>29,915,062</u>	<u>28,369,379</u>
Expenses:		
Medical and other resident care	8,317,450	8,117,690
General and administrative	11,519,675	10,027,339
Dietary	3,351,094	3,206,406
Repairs and maintenance	2,434,158	2,276,264
Housekeeping and laundry	853,562	782,305
Interest expense, net	1,741,274	1,130,131
Depreciation	4,312,813	3,784,476
Total expenses	<u>32,530,026</u>	<u>29,324,611</u>
Loss from operations	(2,614,964)	(955,232)
Other changes in unrestricted net assets:		
Change in net unrealized gain (loss) on investments	480,492	521,862
Net assets released from restrictions	1,415	4,869
Loss on disposal of property	(198,834)	-
Decrease in unrestricted net assets	<u>(2,331,891)</u>	<u>(428,501)</u>
Temporarily Restricted Net Assets	532,802	8,286
Contributions, gifts and other income	76,699	(14,984)
Investment gain (loss)	27,613	(7,499)
Change in net unrealized gain (loss) on investments	(1,415)	(4,869)
Net assets released from restrictions	<u>635,699</u>	<u>(19,066)</u>
Increase (decrease) in temporarily restricted net assets		
Permanently Restricted Net Assets	237,629	120,897
Change in interest in perpetual trusts	-	1,444,091
Gift received in interest in perpetual trusts	<u>237,629</u>	<u>1,564,988</u>
Increase in permanently restricted net assets		
Change in Net Assets	(1,458,563)	1,117,421
Net Assets - Beginning of Year	<u>11,645,407</u>	<u>10,527,986</u>
Net Assets - End of Year	<u>\$ 10,186,844</u>	<u>\$ 11,645,407</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, 2017 AND 2016

	<u>2017</u>	<u>2016</u>
Cash Flows from Operating Activities		
Change in net assets	\$ (1,458,563)	\$ 1,117,421
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Proceeds from entrance fees, net of refunds	4,120,623	4,465,611
Depreciation	4,312,813	3,784,476
Bad debt expense	306,731	230,342
Loss on disposal of property	198,834	-
Amortization of bond financing costs	91,665	66,156
Amortization of bond premium	(76,284)	(50,665)
Amortization of nonrefundable deferred fees	(2,959,746)	(2,503,485)
Change in net unrealized gain on investments	(508,105)	(514,363)
Change in interest in perpetual trusts	(237,629)	(120,897)
Gift received in interest in perpetual trusts	-	(1,444,091)
(Increase) decrease in operating assets:		
Entrance fee deposits	(397,586)	(984,311)
Accounts receivable and pledges receivable	(220,231)	(196,645)
Entrance fees receivable	1,098,178	(57,747)
Prepaid expenses and other current assets	(77,509)	124,676
Other receivables	5,567	9,540
Increase (decrease) in operating liabilities:		
Accounts payable and accrued expenses	486,053	(226,822)
Entrance fee deposits	397,586	984,311
Annuities payable	(86,300)	(61,319)
Net cash provided by operating activities	<u>4,996,097</u>	<u>4,622,188</u>
Cash Purchases from Investing Activities		
Sales of (purchases of) investments and cash held by trustee, net	34,684,151	(52,587,788)
Increase in accounts payable and accrued expenses related to construction	3,085,590	1,948,189
Purchases of property and equipment	(43,312,686)	(24,503,885)
Payment of deferred marketing costs	(568,792)	(650,920)
Net cash used in investing activities	<u>(6,111,737)</u>	<u>(75,794,404)</u>
Cash Flows from Financing Activities		
Principal payments on bonds payable	(895,000)	(865,000)
Principal payments on loan payable	(88,571)	(88,571)
Principal payments on capital leases	(85,965)	(38,523)
Proceeds from issuance of bonds payable	-	76,904,570
Payment of bond financing costs	-	(1,904,651)
Net cash provided by (used in) financing activities	<u>(1,069,536)</u>	<u>74,007,825</u>
Net Increase (Decrease) in Cash and Cash Equivalents	(2,185,176)	2,835,609
Cash and Cash Equivalents - Beginning of Year	<u>12,478,616</u>	<u>9,643,007</u>
Cash and Cash Equivalents - End of Year	<u>\$ 10,293,440</u>	<u>\$ 12,478,616</u>

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, 2017 and 2016, Seabury consists of 192 independent living units, 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. In 2015, the Meadows was legally merged with the Company. Overall occupancy levels at Seabury and Seabury Memory Care Center for the years ended September 30, 2017 and 2016, are as follows:

	<u>2017</u>	<u>2016</u>
Seabury		
Independent living	93%	96%
Congregate living	93%	99%
Residential care home	88%	88%
Skilled nursing care	95%	96%
Seabury Memory Care Center		
Assisted living	83%	85%
Residential care home	97%	97%

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.

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.

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

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 \$3,593,092 and \$3,355,464 at September 30, 2017 and 2016, respectively, and an endowment of \$370,000 for each of the years ended September 30, 2017 and 2016. 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 permanently restricted net assets.

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.

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

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 \$192,000 and \$319,000 at September 30, 2017 and 2016, 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. No adjustments were necessary for the fiscal years ended September 30, 2017 and 2016. Refer to Note 5 for further detail on investment income for the years ended September 30, 2017 and 2016.

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.

Deferred Marketing Costs

Marketing costs associated with the initial fill-up of newly constructed residential units have been deferred and will be amortized over the actuarially estimated remaining lives of the residents who occupy the units. No amortization expense was incurred for the years ended September 31, 2017 and 2016 as the units have not been occupied as of September 30, 2017.

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

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 statements 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.

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, 2017 and 2016.

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, 2017 and 2016, 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.

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

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, 2017 and 2016, \$155,142 and \$114,317, respectively, is included in unrestricted investment income. Changes in market value for the Company's portion of the trusts were \$237,629 and \$120,897 for the years ended September 30, 2017 and 2016, 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.

Reclassifications

Certain amounts in the 2016 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 28, 2017, 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).

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

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.

Common Stocks, Foreign Stocks, 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, 2017 and 2016.

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

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, 2017 and 2016:

	September 30, 2017	Fair Value Measurements Using		
		Level 1	Level 2	Level 3
Cash equivalents	\$ 6,198,061	\$ 6,198,061	\$ -	\$ -
Fixed income mutual funds	1,379,190	1,379,190	-	-
U.S. Government securities	31,176,078	31,176,078	-	-
Corporate bonds	4,188,940	-	4,188,940	-
Equity mutual funds	742,660	742,660	-	-
Common and foreign stocks	6,007,041	6,007,041	-	-
Total investments	49,691,970	45,503,030	4,188,940	-
Investment in limited partnership	180,399	-	-	180,399
Beneficial interest in perpetual trusts	3,593,092	-	-	3,593,092
Total Assets at Fair Value	\$ 53,465,461	\$ 45,503,030	\$ 4,188,940	\$ 3,773,491

	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

There were no transfers between levels of investments during the years ended September 30, 2017 and 2016.

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

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, 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	<u>120,897</u>	<u>(63)</u>
Balance - September 30, 2016	\$ 3,355,463	\$ 171,143
Return of capital, net	-	(5,952)
Total realized and unrealized gains included in the change in net assets - 2017	<u>237,629</u>	<u>15,208</u>
Balance - September 30, 2017	<u>\$ 3,593,092</u>	<u>\$ 180,399</u>

The underlying subscription agreement for the Company's Investment in Limited Partnership allows for a maximum commitment of \$250,000. Unfunded capital commitments totaled \$18,750 as of September 30, 2017. 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.

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.

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

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.

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 plans that offer 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.

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

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, 2017 and 2016, 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.

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, 2017 and 2016:

	<u>2017</u>	<u>2016</u>
Interest and dividend income from investments	\$ 318,640	\$ 263,602
Net realized gain on sales of investments	<u>1,162,306</u>	<u>1,036,516</u>
Income from investments	1,480,946	1,300,118
Interest and dividend income from perpetual trusts	<u>155,142</u>	<u>114,317</u>
Total Investment Income	<u>\$ 1,636,088</u>	<u>\$ 1,414,435</u>

NOTE 6 - LONG-TERM DEBT

Long-term debt as of September 30, 2017 and 2016, is summarized as follows:

	<u>2017</u>	<u>2016</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.	\$ 32,410,000	\$ 33,305,000
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	52,515,000

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-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 9,250,000

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 13,500,000

Eversource interest free loans with total original principal amounts totaling \$348,032. Monthly principal payments are \$7,381 through July 2018.

27,081 115,652
107,702,081 108,685,652

Less current portion

(962,081) (983,571)

Less unamortized bond financing costs

(2,681,714) (2,773,379)

Plus unamortized bond premium

2,257,055 2,333,339

Net Long-Term Debt

\$ 106,315,341 \$ 107,262,041

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	Total
2018	\$ 935,000	\$ -	\$ -	\$ -	\$ 27,081	\$ 962,081
2019	970,000	-	-	-	-	970,000
2020	1,010,000	-	-	13,500,000	-	14,510,000
2021	1,050,000	-	9,250,000	-	-	10,300,000
2022	1,100,000	-	-	-	-	1,100,000
Thereafter	<u>27,345,000</u>	<u>52,515,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>79,860,000</u>
	<u>\$ 32,410,000</u>	<u>\$ 52,515,000</u>	<u>\$ 9,250,000</u>	<u>\$ 13,500,000</u>	<u>\$ 27,081</u>	<u>\$ 107,702,081</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, 2017.

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, 2017 and 2016. 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 began 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 \$70,321 and \$35,161 was incurred for the years ended September 30, 2017 and 2016, 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, 2017:

Year Ending September 30

2018	\$ 117,298
2019	127,962
2020	127,962
2021	127,962
2022	127,962
Thereafter	<u>51,410</u>
Total minimum lease payments	680,556
Less amount representing interest	<u>99,829</u>
Capital Lease Obligations	\$ <u>580,727</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% of eligible employees' payroll for 2017 and 2016. Employees are fully vested in the Plan after three years of employment. Expenses for employer contributions recognized in fiscal 2017 and 2016 were approximately \$477,000 and \$414,000, 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 \$126,341 and \$94,542 at September 30, 2017 and 2016, 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, 2017 and 2016, 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, 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
Investment gain:			
Realized gains	-	76,699	76,699
Unrealized gains	-	27,613	27,613
Total investment gain	-	104,312	104,312
Endowment Assets - September 30, 2017	\$ 370,000	\$ 740,578	\$ 1,110,578

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). The Company has 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 \$4,981,160 and \$2,895,748 during the years ended September 30, 2017 and 2016, respectively. Of the total cash paid for interest during the year ended September 30, 2017 and 2016, \$3,312,495 and \$2,054,434, respectively, related to financing of a construction project was capitalized. These amounts were reduced by \$23,614 and \$263,509, respectively, of investment income earned on cash and investments held by trustee during the year ended September 30, 2017 and 2016 and the net amount of \$3,288,881 and \$1,790,925 was included in property and equipment on the consolidated statement of financial position as of September 30, 2017 and 2016, respectively.

Noncash Investing and Financing Activities

During the year ended September 30, 2016, the Company obtained equipment with a fair value of \$372,177 by entering into capital lease arrangements.

NOTE 11 - LEASE AGREEMENTS

The Company leases various types of office equipment and services. Lease expense was approximately \$72,000 and \$87,000 for 2017 and 2016, respectively. The approximate minimum future lease payments under noncancelable operating leases with a remaining term in excess of one year as of September 30, 2017 are as follows:

Year Ending September 30

2018	\$ 113,000
2019	99,000
2020	36,000

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, 2017 and 2016, are as follows:

	<u>2017</u>	<u>2016</u>
Healthcare and resident services	\$ 24,769,758	\$ 22,904,712
General and administrative	<u>7,760,268</u>	<u>6,419,899</u>
	<u>\$ 32,530,026</u>	<u>\$ 29,324,611</u>

NOTE 13 - COMMITMENTS AND CONTINGENCIES

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 \$54,805,000, of which approximately \$42,193,000 has been completed through September 30, 2017, included as construction in progress on the consolidated statement of financial position as of September 30, 2017.

As of September 30, 2017, 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, 2017, of which \$3,268,000 has been incurred through September 30, 2017, included as property and equipment on the consolidated statement of financial position as of September 30, 2017. 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, 2017, the amount of the unused project contingency cannot be reasonably estimated to determine the shared savings incentive fee.

As of September 30, 2017, 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 expected remaining architect fees under this contract as of September 30, 2017 are approximately \$164,000.

During 2017, the Company has also entered into 25 year Solar Photovoltaic Power Purchase Agreement with General Electric International, Inc. (Seller). The Company will provide the Seller with access to, and the right to occupy a portion of their properties for the purpose of having the Seller design, install, own, operate and maintain a solar photovoltaic electric generating system. The Company will purchase all of the electricity generated by the system at a certain rate.

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

The Company is occasionally party to asserted and unasserted claims arising from the course of operations. Management is of the opinion that the outcome of any such claims will not have a material impact on the Company's financial position or results of operations or cash flows.

NOTE 14 - SUBSEQUENT EVENT

Effective October 10, 2017, the current members of the Company ceased to be members of the Company, the Company ceased to be a member of Seabury At Home and the Foundation, and Seabury, Inc., a newly formed Connecticut nonstock corporation, became the sole member of the Company, Seabury At Home and the Foundation.

BlumShapiro

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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, 2017 and 2016, and our report thereon dated December 28, 2017, 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, 2017 and 2016, 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 28, 2017

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES

CONSOLIDATING SCHEDULE OF FINANCIAL POSITION SEPTEMBER 30, 2017

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	\$ 3,186,707	\$ 350,325	\$ 6,754,339	\$ 2,069	\$ -	\$ 10,293,440
Cash and cash equivalents held by trustee	2,655,181	-	-	-	-	2,655,181
Entrance fee deposits	2,757,215	-	-	-	-	2,757,215
Accounts receivable, net	1,365,135	-	-	-	-	1,365,135
Accounts receivable, related party	373,763	-	-	-	(373,763)	-
Entrance fees receivable	251,138	-	1,256,060	-	-	1,507,198
Prepaid expenses and other current assets	527,491	38,931	33,808	32,429	-	632,659
Total current assets	<u>11,116,630</u>	<u>389,256</u>	<u>8,044,207</u>	<u>34,498</u>	<u>(373,763)</u>	<u>19,210,828</u>
Investments						
Investments	14,986,718	4,948,719	-	-	-	19,935,437
Investments held by trustee	29,756,533	-	-	-	-	29,756,533
Total investments	<u>44,743,251</u>	<u>4,948,719</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>49,691,970</u>
Property and Equipment, at Cost						
Land and improvements	4,429,495	-	315,692	4,891,120	-	9,636,307
Buildings and improvements	82,019,594	-	545,793	-	-	82,565,387
Furniture, fixtures and equipment	9,900,527	20,257	90,750	-	-	10,011,534
Vehicles	206,243	-	-	-	-	206,243
Construction in progress	56,706,878	-	-	-	-	56,706,878
	<u>153,262,737</u>	<u>20,257</u>	<u>952,235</u>	<u>4,891,120</u>	<u>-</u>	<u>159,126,349</u>
Less accumulated depreciation	48,829,567	2,264	321,203	-	-	49,153,034
Net property and equipment	<u>104,433,170</u>	<u>17,993</u>	<u>631,032</u>	<u>4,891,120</u>	<u>-</u>	<u>109,973,315</u>
Other Assets						
Deferred marketing costs, net	1,219,712	-	-	-	-	1,219,712
Deferred compensation investments	126,341	-	-	-	-	126,341
Beneficial interest in perpetual trusts	3,593,092	-	-	-	-	3,593,092
Investment in Limited Partnership	180,399	-	-	-	-	180,399
Investment in Seabury at Powder Forest LLC	-	2,462,809	2,462,809	-	(4,925,618)	-
Loan receivable, related party	317,294	-	-	-	(317,294)	-
Pledges receivable	-	85,448	-	-	-	85,448
Total other assets	<u>5,436,838</u>	<u>2,548,257</u>	<u>2,462,809</u>	<u>-</u>	<u>(5,242,912)</u>	<u>5,204,992</u>
Total Assets	<u>\$ 165,729,889</u>	<u>\$ 7,904,225</u>	<u>\$ 11,138,048</u>	<u>\$ 4,925,618</u>	<u>\$ (5,616,675)</u>	<u>\$ 184,081,105</u>

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES

CONSOLIDATING SCHEDULE OF FINANCIAL POSITION (CONTINUED) SEPTEMBER 30, 2017

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	\$ 935,000	\$ -	\$ -	\$ -	\$ -	935,000
Current portion of loans payable	27,081	-	-	-	-	27,081
Current portion of capital leases	87,309	-	-	-	-	87,309
Accounts payable and accrued expenses	10,308,761	231,968	58,463	-	-	10,599,192
Accounts payable, related party	-	-	373,763	-	(373,763)	-
Entrance fee deposits	2,757,215	-	-	-	-	2,757,215
Total current liabilities	<u>14,115,366</u>	<u>231,968</u>	<u>432,226</u>	<u>-</u>	<u>(373,763)</u>	<u>14,405,797</u>
Annuities Payable	-	219,711	-	-	-	219,711
Bonds Payable, Net of Current Portion and Bond Financing Costs	<u>106,315,341</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>106,315,341</u>
Loans Payable, Net of Current Portion	-	-	317,294	-	(317,294)	-
Capital Leases, Net of Current Portion	<u>493,418</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>493,418</u>
Deferred Compensation	<u>126,341</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>126,341</u>
Refundable and Nonrefundable Entrance Fees						
Entrance fees refunds payable	24,326,663	-	3,181,392	-	-	27,508,055
Nonrefundable deferred fees, net	17,216,799	-	7,608,799	-	-	24,825,598
Total refundable and nonrefundable deferred entrance fees	<u>41,543,462</u>	<u>-</u>	<u>10,790,191</u>	<u>-</u>	<u>-</u>	<u>52,333,653</u>
Total liabilities	<u>162,593,928</u>	<u>451,679</u>	<u>11,539,711</u>	<u>-</u>	<u>(691,057)</u>	<u>173,894,261</u>
Net Assets						
Unrestricted	(1,658,734)	6,886,709	(401,663)	4,925,618	(4,925,618)	4,826,312
Temporarily restricted	831,603	565,837	-	-	-	1,397,440
Permanently restricted	3,963,092	-	-	-	-	3,963,092
Total net assets	<u>3,135,961</u>	<u>7,452,546</u>	<u>(401,663)</u>	<u>4,925,618</u>	<u>(4,925,618)</u>	<u>10,186,844</u>
Total Liabilities and Net Assets	<u>\$ 165,729,889</u>	<u>\$ 7,904,225</u>	<u>\$ 11,138,048</u>	<u>\$ 4,925,618</u>	<u>\$ (5,616,675)</u>	<u>\$ 184,081,105</u>

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	15,412,764	-	204,714	-	-	15,617,478
	<u>110,096,720</u>	<u>20,257</u>	<u>1,151,385</u>	<u>4,891,120</u>	<u>-</u>	<u>116,159,482</u>
Less accumulated depreciation	44,716,226	755	270,225	-	-	44,987,206
Net property and equipment	<u>65,380,494</u>	<u>19,502</u>	<u>881,160</u>	<u>4,891,120</u>	<u>-</u>	<u>71,172,276</u>
Other Assets						
Deferred marketing costs, net	650,920	-	-	-	-	650,920
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>5,843,298</u>	<u>2,546,626</u>	<u>2,461,178</u>	<u>-</u>	<u>(6,488,019)</u>	<u>4,363,083</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 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 lease	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 Lease, 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 ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED SEPTEMBER 30, 2017

	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	\$ 7,373,022	\$ -	\$ -	\$ 7,373,022	\$ -	\$ -	\$ -	\$ -	\$ -	(122)	\$ 7,372,900
Assisted living services	3,448,101	-	-	3,448,101	-	-	-	-	-	(96,857)	3,351,244
Resident services	10,950,527	-	-	10,950,527	-	-	-	-	-	(131,672)	10,828,855
Home health revenue	659,144	-	-	659,144	-	-	-	533,137	-	-	1,192,281
Seabury at Home revenue	-	-	-	-	-	-	-	646,401	-	(19,481)	626,920
Services to Seabury at Home, Inc.	1,378,649	-	-	1,378,649	-	-	-	-	-	(1,378,649)	-
Amortization of nonrefundable deferred fees	2,635,365	-	-	2,635,365	-	-	-	324,381	-	-	2,959,746
Investment income (loss)	1,511,639	76,699	-	1,588,338	63,732	-	63,732	(60,717)	-	121,434	1,712,787
Other income	744,251	-	-	744,251	108,689	-	108,689	212,977	-	(244,892)	821,025
Contributions and gifts	-	-	-	-	1,128,003	532,802	1,658,805	-	-	-	1,658,805
Contributions from the Seabury Charitable Foundation, Inc.	121,979	-	-	121,979	-	-	-	-	-	(121,979)	-
Net assets released from restrictions	-	-	-	-	1,415	(1,415)	-	-	-	-	-
Total revenues, gains and other support	<u>28,832,677</u>	<u>76,699</u>	<u>-</u>	<u>28,909,376</u>	<u>1,299,839</u>	<u>531,387</u>	<u>1,831,226</u>	<u>1,656,179</u>	<u>-</u>	<u>(1,872,216)</u>	<u>30,524,563</u>
Expenses											
Medical and other resident care	8,284,525	-	-	8,284,525	-	-	-	1,300,219	-	(1,267,294)	8,317,450
General and administrative	10,940,112	-	-	10,940,112	687,018	-	687,018	497,469	121,432	(726,359)	11,510,675
Dietary	3,351,094	-	-	3,351,094	-	-	-	-	-	-	3,351,094
Repairs and maintenance	2,434,158	-	-	2,434,158	-	-	-	-	-	-	2,434,158
Housekeeping and laundry	853,562	-	-	853,562	-	-	-	-	-	-	853,562
Interest expense, net	1,741,274	-	-	1,741,274	-	-	-	-	-	-	1,741,274
Depreciation	4,260,326	-	-	4,260,326	1,509	-	1,509	50,978	-	-	4,312,813
Total expenses	<u>31,865,051</u>	<u>-</u>	<u>-</u>	<u>31,865,051</u>	<u>688,527</u>	<u>-</u>	<u>688,527</u>	<u>1,848,666</u>	<u>121,432</u>	<u>(1,993,650)</u>	<u>32,530,026</u>
Income (Loss) from Operations	(3,032,374)	76,699	-	(2,955,675)	611,312	531,387	1,142,699	(192,487)	(121,432)	121,432	(2,005,463)
Loss on Disposal of Property and Equipment	(21,433)	-	-	(21,433)	-	-	-	(177,401)	-	-	(198,834)
Change in Net Unrealized Gain on Investments	202,267	27,613	-	229,880	278,225	-	278,225	-	-	-	508,105
Change in Interest in Perpetual Trusts	-	-	237,629	237,629	-	-	-	-	-	-	237,629
Change in Net Assets	(2,851,540)	104,312	237,629	(2,509,599)	889,537	531,387	1,420,924	(359,888)	(121,432)	121,432	(1,458,563)
Net Assets - Beginning of Year	1,192,806	727,291	3,725,463	5,645,560	5,897,172	34,450	6,031,622	(31,775)	4,922,356	(4,922,359)	11,645,407
Contributions from Members	-	-	-	-	-	-	-	-	124,694	(124,694)	-
Net Assets - End of Year	<u>\$ (1,658,734)</u>	<u>\$ 831,603</u>	<u>\$ 3,963,092</u>	<u>\$ 3,135,961</u>	<u>\$ 6,886,709</u>	<u>\$ 565,837</u>	<u>\$ 7,452,546</u>	<u>\$ (401,683)</u>	<u>\$ 4,925,618</u>	<u>\$ (4,925,618)</u>	<u>\$ 10,186,844</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			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	-	(19,481)	492,251
Services to Seabury at Home, Inc.	1,168,199	-	-	1,168,199	-	-	-	-	-	(1,169,199)	-
Amortization of nonrefundable deferred fees	2,188,511	-	-	2,188,511	-	-	-	314,874	-	-	2,503,385
Investment income	1,280,571	(14,984)	-	1,265,587	117,257	-	117,257	(16,507)	-	33,014	1,399,451
Other income	422,114	85,448	-	507,562	112,516	-	112,516	82,211	-	(74,864)	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	27,889,502	70,464	-	27,960,268	245,368	3,417	248,785	1,701,573	-	(1,547,943)	28,362,661
Expenses											
Medical and other resident care	6,046,001	-	-	6,046,001	-	-	-	1,140,621	-	(1,069,932)	6,117,690
General and administrative	9,701,117	-	-	9,701,117	481,917	-	481,917	323,316	33,014	(512,025)	10,027,339
Dietary	3,205,406	-	-	3,205,406	-	-	-	-	-	-	3,205,406
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	26,875,005	-	-	26,875,005	482,672	-	482,672	1,514,876	33,014	(1,580,957)	29,324,611
Income (Loss) from Operations	(885,204)	70,464	-	(914,740)	(237,304)	3,417	(233,887)	186,697	(33,014)	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)	33,014	1,117,421
Net Assets - Beginning of Year	1,873,984	564,326	2,180,475	4,698,765	6,016,660	31,033	6,047,693	(218,472)	4,891,370	(4,891,370)	10,527,986
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)	\$ 11,545,407

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES

CONSOLIDATING SCHEDULE OF CASH FLOWS
FOR THE YEAR ENDED SEPTEMBER 30, 2017

	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	\$ (2,509,599)	\$ 1,420,924	\$ (369,888)	\$ (121,432)	\$ 121,432	\$ (1,458,563)
Change in net assets						
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:						
Proceeds from entrance fees, net of refunds	2,721,009	-	1,399,614	-	-	4,120,623
Depreciation	4,260,326	1,509	50,978	-	-	4,312,813
Bad debt expense	306,731	-	-	-	-	306,731
Loss on disposal of property	21,433	-	177,401	-	-	198,834
Amortization of bond financing costs	91,665	-	-	-	-	91,665
Amortization of bond premium	(76,284)	-	-	-	-	(76,284)
Amortization of nonrefundable deferred fees	(2,635,365)	-	(324,381)	-	-	(2,959,746)
Change in net unrealized gain on investments	(229,680)	(278,225)	-	-	-	(508,105)
Change in interest in perpetual trusts	(237,629)	-	-	-	-	(237,629)
Loss on investment in Seabury at Powder Forest LLC	-	60,716	60,716	-	(121,432)	-
(Increase) decrease in operating assets:						
Entrance fee deposits	(397,586)	-	-	-	-	(397,586)
Accounts receivable and pledges receivable	(220,231)	-	-	-	-	(220,231)
Accounts receivable, related party	(182,384)	-	-	-	182,384	-
Entrance fees receivable	924,748	-	173,430	-	-	1,098,178
Prepaid expenses and other current assets	(15,747)	(30,214)	(30,295)	(1,253)	-	(77,509)
Loan receivable, related party	1,248,369	-	-	-	(1,248,369)	-
Other receivables	5,567	-	-	-	-	5,567
Increase (decrease) in operating liabilities:						
Accounts payable and accrued expenses	264,886	219,817	2,409	(1,059)	-	486,053
Accounts payable, related party	-	-	182,384	-	(182,384)	-
Entrance fee deposits	397,586	-	-	-	-	397,586
Loan payable, related party	-	-	(1,248,369)	-	1,248,369	-
Annuities payable	-	(85,300)	-	-	-	(85,300)
Net cash provided by (used in) operating activities	3,737,615	1,308,227	73,999	(123,744)	-	4,995,097
Cash Purchases from Investing Activities						
Sales of (purchases of) investments and cash held by trustee, net	35,714,613	(1,030,462)	-	-	-	34,684,151
Investment in Seabury at Powder Forest LLC	-	(62,347)	(62,347)	-	124,694	-
Increase in accounts payable and accrued expenses related to construction	3,085,590	-	-	-	-	3,085,590
Purchases of property and equipment	(43,334,435)	-	21,749	-	-	(43,312,686)
Purchase of deferred marketing costs	(568,792)	-	-	-	-	(568,792)
Net cash used in investing activities	(5,103,024)	(1,092,809)	(40,598)	-	124,694	(6,111,737)
Cash Flows from Financing Activities						
Principal payments on bonds payable	(895,000)	-	-	-	-	(895,000)
Principal payments on loan payable	(88,571)	-	-	-	-	(88,571)
Principal payments on capital leases	(85,965)	-	-	-	-	(85,965)
Contributions from members	-	-	-	124,694	(124,694)	-
Net cash provided by (used in) financing activities	(1,069,536)	-	-	124,694	(124,694)	(1,069,536)
Net Increase (Decrease) In Cash and Cash Equivalents	(2,434,945)	215,418	33,401	950	-	(2,185,176)
Cash and Cash Equivalents - Beginning of Year	5,621,652	134,907	6,720,938	1,119	-	12,478,616
Cash and Cash Equivalents - End of Year	\$ 3,186,707	\$ 350,325	\$ 6,754,339	\$ 2,069	\$ -	\$ 10,293,440

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)	\$ 186,897	\$ (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	(295,547)	(217,815)	-	-	-	(513,362)
Change in interest in perpetual trusts	(120,897)	-	-	-	-	(120,897)
Loss on investment in Seabury at Powder Forest LLC	-	15,507	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	(404,775)	-	347,029	-	-	(57,747)
Prepaid expenses and other current assets	152,384	4,558	(1,088)	(31,176)	-	124,676
Other receivables	9,540	-	-	-	-	9,540
Increase (decrease) in operating liabilities:						
Accounts payable and accrued expenses	(226,024)	(16,823)	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	(282,211)	1,649,990	(63,381)	-	4,622,188
Cash Purchases from Investing Activities						
Sales of (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	(24,430,052)	(20,257)	(53,576)	-	-	(24,503,885)
Payment of deferred marketing costs	(650,820)	-	-	-	-	(650,820)
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

EXHIBIT C

PRO FORMA INCOME STATEMENTS



2018 SOURCES & USE OF FUNDS

Notes and Assumptions for Pro Forma Revenue and Expenses

2018 Revenue Assumptions

Seabury is using an average occupancy rate of 94% for independent living apartments and cottages. A rate increase of 3.25% is suggested for Life Care contract holders. Earned entry fees are at \$2,927,000.

Skilled nursing occupancy is projected at 93%, with a payer mix projected at 11 private pay, 27 continuing care contract holders, 17 Medicare and 12 Medicaid residents. A rate increase of 4% will establish a new daily fee of \$509 for skilled care private pay.

Views occupancy is projected to average 95%, with a 3.5% rate increase suggested for the budget. The payer mix is projected to be 21 private pay, 16 continuing care contract holders, and 10 residential care residents.

Meadows occupancy is projected to average 96%, with a 3% rate increase suggested for the budget. The payer mix is projected to be 38 private pay, 8 continuing care contract holders, and 10 residential care residents.

Budgeted staffing for FY2018 is 331 FTEs, which is an increase of 31 FTE's from the FY2017 budget. Total salaries are projected at \$15,060,009 for the 2018 operating budget.

2018 Expenditures

Seabury's 2018 operating budget is projecting \$34,393,294 in revenues and \$39,438,818 in expenses, for a net negative balance on receipts over disbursements of (\$5,045,524) before capital expenditures. After capital expense, the budget shows a negative balance of (\$7,148,196).

Seabury At Home, Incorporated

2018 Sources and Use of Funds

Seabury At Home's operating budget projects revenues of \$2,146,798 with expenses of \$2,069,417, for excess revenues over expenses of \$77,381. Major sources of funds include \$691,168 in monthly fees, \$708,000 personal care aide and \$392,069 earned member fees. The projected membership growth rate is a conservative 3.75 new member per month for next several years. Seabury At Home has several membership plans: Platinum, Gold, Gold Plus, Silver, Sterling, Copper, Titanium and Titanium Care.

Seabury Charitable Foundation, Incorporated

2018 Sources and Use of Funds

The SCF proposed budget reflects sources of funds of \$103,965 from unrestricted gifts, \$172,385 in annuities, \$102,592 from the golf tournament, \$94,215 from interest and dividends, and \$23,201 from The Village Store, for a total of \$496,358. Use of funds for 2018 for the three largest categories will be \$113,526 in resident care, \$256,252 in contract services, and \$39,958 in investment management fees. Total budget expenses are \$496,358 resulting in a break even budget.

CHURCH HOME OF HARTFORD INCORPORATED
 FORECASTED BALANCE SHEETS
 FOR THE YEARS ENDING SEPTEMBER 30, 2018 - 2020
 (IN THOUSANDS OF DOLLARS)

7/27/2017

	ESTIMATED ACTUAL 2017	BUDGET 2018	FORECAST 2019	FORECAST 2020
ASSETS				
CURRENT ASSETS:				
CASH*	\$12,753	\$7,444	\$8,548	\$11,019
ASSET REPLACEMENT FUNDS*	385	685	385	385
ACCOUNTS RECEIVABLE	2,900	2,995	2,900	2,900
INVENTORIES	40	40	40	40
OTHER	471	471	471	471
ESCROW DEPOSITS HELD	2,360	2,360	1,375	1,375
TOTAL CURRENT ASSETS	18,909	13,995	13,719	16,190
LOAN RECEIVABLE FROM SEABURY AT HOME	1,388	1,388	0	0
LOAN RECEIVABLE FROM COTTAGE 102	6	0	0	0
ENDOWMENT FUNDS*	13,375	13,375	14,761	14,761
TRUSTEE HELD FUNDS*	15,112	5,588	5,580	5,580
PROPERTY, PLANT AND EQUIPMENT - NET	47,531	117,317	113,264	107,452
CONSTRUCTION IN PROGRESS - CAMPUS REPOSITIONING	61,090	0	0	0
BENEFICIAL INTEREST IN PERPETUAL TRUSTS	3,355	3,355	3,355	3,355
DEFERRED COMPENSATION PLAN	112	130	167	204
ZIEGLER LINKAGE INVESTMENT	221	250	325	400
TOTAL ASSETS	161,099	155,398	151,171	147,942
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES:				
ACCOUNTS PAYABLE/ACCRUED EXPENSES	6,443	6,443	3,129	3,129
ACCRUED INTEREST	407	356	345	342
CURRENT PORTION OF FY16 BOND DEBT	22,750	0	0	0
CURRENT PORTION OF FY15 BOND DEBT	935	970	1,010	1,050
CURRENT PORTION OF CL&P DEBT	27	0	0	0
CURRENT PORTION OF CAPITAL LEASE	96	101	107	114
ESCROW DEPOSITS HELD	2,360	2,360	1,375	1,375
TOTAL CURRENT LIABILITIES	33,018	10,230	5,966	6,010
DEFERRED ENTRANCE FEES	42,082	65,263	70,711	71,759
FY16 BOND LONG-TERM DEBT, LESS CURRENT PORTION PLUS PREMIUM ON FY16 BONDS	52,515 1,577	52,515 1,533	52,515 1,490	52,515 1,446
FY15 BOND LONG-TERM DEBT, LESS CURRENT PORTION PLUS PREMIUM ON FY15 BONDS	31,475 680	30,505 648	29,495 615	28,445 583
COST OF REFINANCING BONDS FY15	(853)	(812)	(771)	(732)
CAPITAL LEASE PAYABLE	485	384	277	162
COST OF FINANCING FY16 BONDS	(1,828)	(1,777)	(1,726)	(1,675)
TOTAL LONG TERM DEBT	84,051	82,996	81,895	80,744
LIABILITY GARAGE FEES	92	81	81	83
DEFERRED COMPENSATION PLAN	112	130	167	204
TOTAL LIABILITIES	276,424	251,926	246,681	245,554
NET ASSETS	1,744	(3,302)	(7,649)	(10,858)
TOTAL LIABILITIES AND NET ASSETS	\$161,099	\$155,398	\$151,171	\$147,942



CHURCH HOME OF HARTFORD INCORPORATED
 FORECASTED STATEMENTS OF REVENUE AND EXPENSES
 FOR THE YEARS ENDING SEPTEMBER 30, 2018 - 2020
 (IN THOUSANDS OF DOLLARS)

	ESTIMATED ACTUAL 2017	BUDGET 2018	FORECAST 2019	FORECAST 2020
OPERATING REVENUES:				
MONTHLY FEES	\$8,806	\$11,018	\$13,236	\$13,995
EARNED ENTRY FEES	2,189	2,927	3,412	3,779
CONGREGATE REVENUE	1,607	1,953	2,021	2,062
HOME FOR AGED REVENUE	932	991	1,021	1,041
SKILLED NURSING	6,719	8,429	8,766	9,117
HOME HEALTH/AT HOME	2,062	2,766	2,849	2,934
MEADOWS ALSA SERVICES	4,117	4,488	4,668	4,761
OTHER REVENUE	1,128	1,222	1,259	1,351
INTEREST INCOME - ALL FUNDS	405	520	536	632
WATERMAN TRUST INCOME	78	79	79	79
TOTAL REVENUES	28,043	34,393	37,846	39,751
OPERATING EXPENSES:				
GENERAL AND ADMINISTRATIVE	5,990	6,701	6,902	7,109
MARKETING	812	944	972	1,001
SOCIAL SERVICES/RESIDENT SERVICES	1,341	1,571	1,618	1,667
HOUSEKEEPING/LAUNDRY	780	1,069	1,101	1,134
MAINTENANCE/PLANT/INSURANCE/REAL EST. TAX	3,286	3,966	4,148	4,273
FOOD SERVICES	2,858	3,174	3,320	3,420
HEALTH CARE	5,837	6,601	6,799	7,003
HOME HEALTH/AT HOME	2,115	2,386	2,458	2,531
MEADOWS ALSA SERVICES	2,873	2,981	3,070	3,163
DEPRECIATION / AMORTIZATION	4,359	6,011	7,517	7,501
INTEREST	1,693	4,035	4,287	4,158
TOTAL EXPENSES	31,944	39,439	42,193	42,960
OPERATING LOSS	(3,901)	(5,046)	(4,347)	(3,209)
NET LOSS	(3,901)	(5,046)	(4,347)	(3,209)
NET ASSETS, BEGINNING OF YEAR	5,645	1,744	(3,302)	(7,649)
NET ASSETS, END OF YEAR	\$1,744	(\$3,302)	(\$7,649)	(\$10,858)



CHURCH HOME OF HARTFORD INCORPORATED
 FORECASTED STATEMENTS OF CASH FLOW
 FOR THE YEARS ENDING SEPTEMBER 30, 2018 - 2020
 (IN THOUSANDS OF DOLLARS)

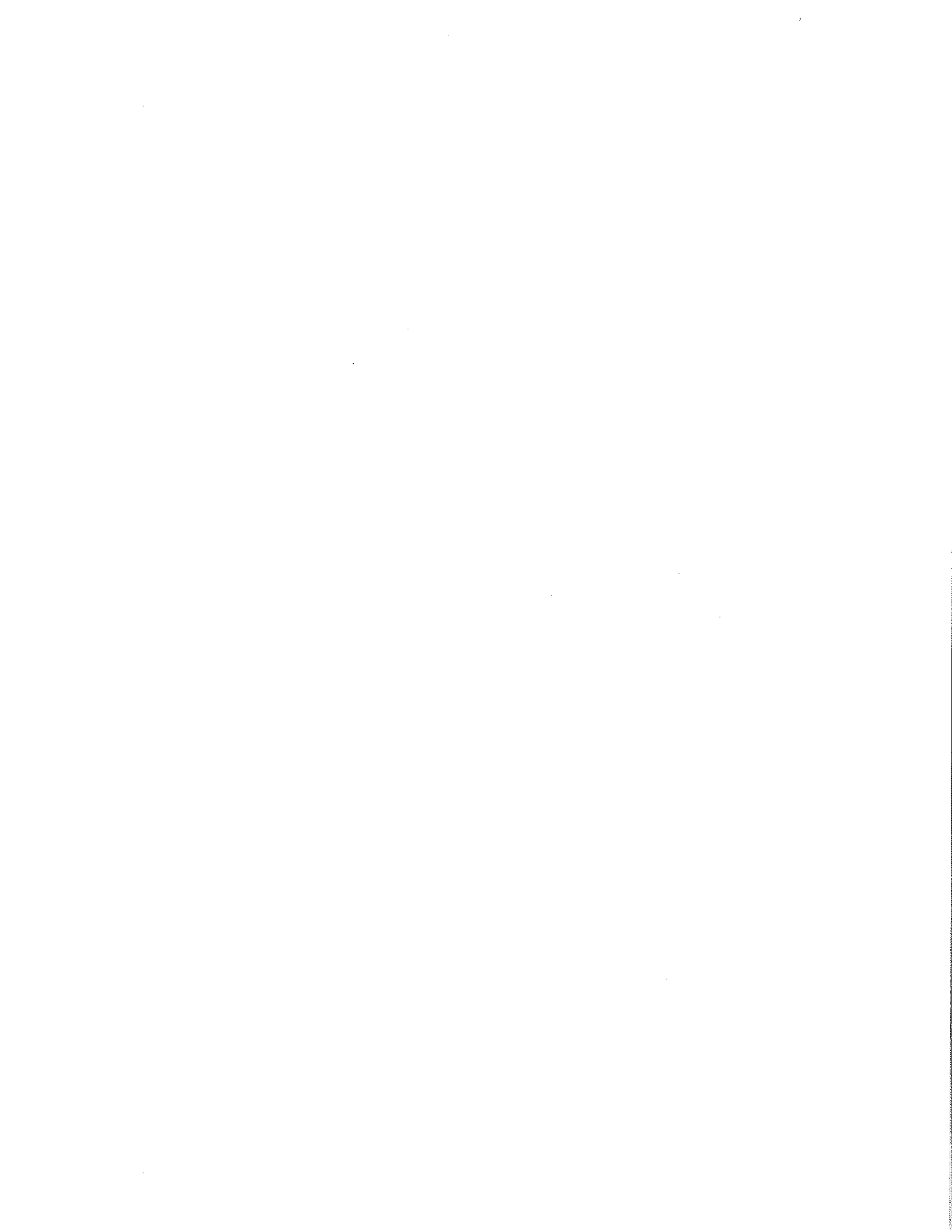
	BUDGET 2018	FORECAST 2019	FORECAST 2020
CASH FLOW FROM OPERATING ACTIVITIES:			
NET LOSS	(\$5,046)	(\$4,347)	(\$3,209)
ADJUSTMENTS:			
DEPRECIATION AND AMORTIZATION	6,011	7,517	7,501
INTEREST EXPENSE - COST OF REFINANCE REDUCTION	(76)	(76)	(76)
EARNED ENTRY FEES	(2,927)	(3,412)	(3,779)
ENTRY FEES RECEIVED	5,222	5,696	7,070
ENTRY FEES REFUNDED	(1,864)	(2,059)	(2,243)
ENTRY FEES CAMPUS EXPANSION	22,750	5,223	0
CHANGES IN CURRENT LIABILITIES	(44)	(3,288)	36
CHANGES IN CURRENT ASSETS	(113)	58	(37)
NET CASH PROVIDED BY OPERATING ACTIVITIES	23,913	5,312	5,263
CASH FLOW FROM INVESTING ACTIVITIES:			
LOAN RECEIVABLE COTTAGE 102	6	0	0
LOAN RECEIVABLE SEABURY AT HOME	0	1,388	0
CAPITAL IMPROVEMENTS AND EQUIPMENT	(14,615)	(3,372)	(1,599)
ZIEGLER LINKAGE INVESTMENT	(29)	(75)	(75)
NET CASH USED IN INVESTING ACTIVITIES	(14,638)	(2,059)	(1,674)
CASH FLOW FROM FINANCING ACTIVITIES:			
REPAYMENT OF BOND DEBT 15	(935)	(970)	(1,010)
REPAYMENT OF BOND DEBT 16	(22,750)	0	0
REPAYMENT OF CL&P DEBT	(27)	0	0
REPAYMENT OF CAPITAL LEASE	(96)	(101)	(108)
NET CASH USED IN FINANCING ACTIVITIES	(23,808)	(1,071)	(1,118)
MISCELLANEOUS ADJUSTMENT	0	0	0
ANNUAL CASH FLOW	(14,533)	2,182	2,471
CASH BEGINNING OF YEAR	41,625	27,092	29,274
CASH END OF YEAR*	\$27,092	\$29,274	\$31,745

*NOTE: ACCOUNTS INCLUDED IN CASH END OF YEAR ARE INDICATED
 ON THE BALANCE SHEET WITH AN ASTERISK (*).



CHURCH HOME OF HARTFORD INCORPORATED
 FORECASTED FINANCIAL RATIO COVENANTS
 FOR THE YEARS ENDING SEPTEMBER 30, 2018 - 2020

		<u>BUDGET</u> 2018	<u>FORECAST</u> 2019	<u>FORECAST</u> 2020
DEBT SERVICE COVERAGE RATIO (ANNUALIZED)				
<hr/>				
ANNUAL COVENANT REQUIREMENT	1.20	1.30	1.43	1.80
DAYS CASH ON HAND				
<hr/>				
SEMI-ANNUAL REQUIREMENT	180 DAYS	231 DAYS	245 DAYS	265 DAYS



GROWTH RATE ASSUMPTIONS

7/27/2016

	<u>2017</u>	<u>2018</u>	<u>2019</u>
<u>Rate Increases:</u>			
ILU	3.5%	3.5%	3.5%
Congregate	4%	4%	4%
HFA	4%	4%	4%
Nursing	4%	4%	4%
Other Income	2%	2%	2%
Entrance Fees	2%	2%	2%
<u>Interest Income:</u>			
Marketable Securities	3%	3%	3%
Operating Accounts	0.1%	0.1%	0.1%
<u>Expenses:</u>			
Salaries	3%	3%	3%
Other	3%	3%	3%

Projected occupancy is 97% for ILU, 96% for Congregate/HFA, and 97% for Nursing throughout the Five Year Forecast.

Forecasted additional Life Care Contract holders permanently transferring to the Health Center are as follows:

	Current	<u>2017</u>	<u>2018</u>	<u>2019</u>
Congregate/HFA	18	2	1	1
Nursing	19	2	2	1



EXHIBIT D

ENTRANCE FEES/PERIODIC CHARGES

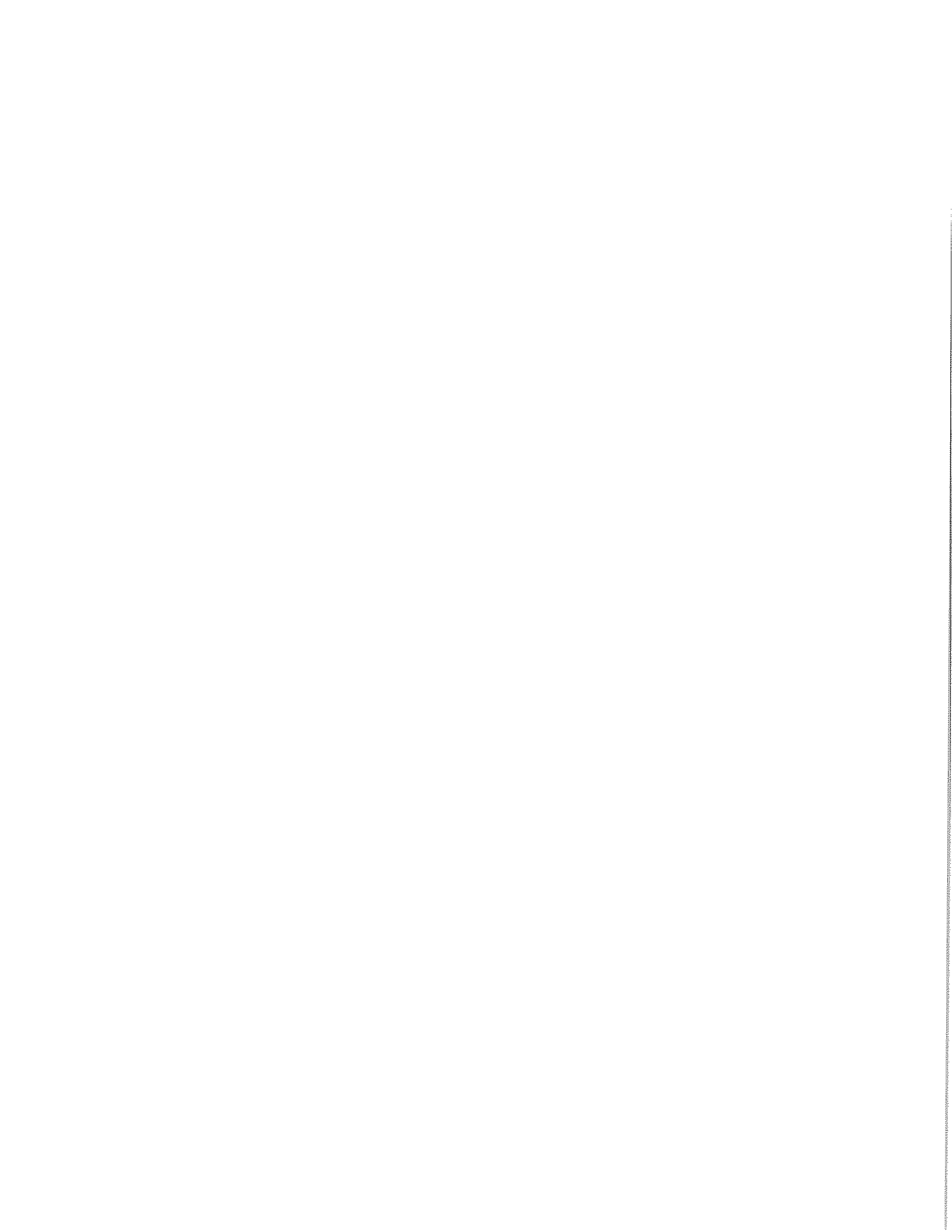
PAYMENT OF ENTRANCE FEE OR OTHER TRANSFER OF ASSETS
PURSUANT TO A CONTINUING CARE CONTRACT MAY HAVE
SIGNIFICANT TAX CONSEQUENCES. ANY PERSON CONSIDERING
SUCH PAYMENT OR TRANSFER MAY WISH TO CONSULT A
QUALIFIED ADVISOR.



SEABURY

DISCLOSURE STATEMENT DATA

Increase Effective Date	Monthly Fees % Increase	Entry Fees Plan A/Plan 2% % Increase	Entry Fees Plan B % Increase	Entry Fees Plan C/ Plan 67% % Increase
10/01/1993	5.00%	0.00%	0.00%	0.00%
10/01/1994	5.00%	4.00%	4.00%	4.00%
10/01/1995	4.00%	3.50%	6.00%	2.80%
10/01/1996	5.00%	0.00%	0.00%	0.00%
10/01/1997	3.50%	0.00%	10.00%	0.00%
10/01/1998	2.00%	5.00%	10.00%	5.00%
10/01/1999	2.00%	2.90%	2.90%	2.90%
10/01/2000	3.00%	3.00%	3.00%	3.00%
10/01/2001	5.00%	5.00%	5.00%	5.00%
10/01/2002	3.00%	3.00%	Plan 95/85 implemented	3.00%
10/01/2003	4.00%	4.00%	4.00%	4.00%
10/01/2004	2.00%	2.00%	2.00%	2.00%
10/01/2005	4.50%	4.50%	4.50%	4.50%
10/01/2006	5.50%	5.50%	5.50%	5.50%
10/01/2007	4.00%	4.00%	4.00%	4.00%
10/01/2008	3.00%	2.00%	2.00%	2.00%
10/01/2009	4.00%	3.00%	3.00%	3.00%
10/01/2010	3.00%	3.00%	3.00%	3.00%
10/01/2011	2.50%	0.00%	0.00%	0.00%
10/01/2012	3.00%	0.00%	0.00%	0.00%
10/01/2013	3.50%	0.00%	0.00%	0.00%
10/01/2014	3.50%	2.00%	2.00%	2.00%
10/01/2015	3.50%	2.00%	2.00%	2.00%
10/01/2016	3.50%	2.00%	2.00%	2.00%
10/01/2017	3.25%	2.00%	2.00%	2.00%



PLAN 2%

Offers moderate entrance and monthly fees. After occupancy, the entrance fee is refundable upon termination (including withdrawal or death of the resident or remaining resident in the case of double occupancy) minus 2% per month for 50 months. After 50 months, no refund would be due.

RESIDENCES	ENTRANCE		MONTHLY	
	SINGLE	DOUBLE	SINGLE	DOUBLE
The Griffin*	\$140,820	\$199,335	\$3,382	\$4,561
The Cadwell*	\$266,588	\$332,779	\$4,716	\$5,895
The Bidwell*	\$321,820	\$388,012	\$5,589	\$6,768
The Talcott*	\$395,928	\$462,120	\$6,887	\$8,066
The Heublein**	\$432,604	\$495,606	\$6,948	\$8,127
The Ely	\$98,706	N/A	\$2,554	N/A
The Batterson I & II	\$132,528	\$191,043	\$3,133	\$4,312
The Loomis I & II	\$200,658	\$266,845	\$3,724	\$4,903
The Goodwin	\$215,991	\$282,180	\$4,040	\$5,219
The Newberry	\$247,503	\$313,692	\$4,536	\$5,612
The Filley*	\$290,802	\$357,641	\$4,911	\$6,090
The Prosser	\$293,434	\$359,203	\$5,070	\$6,249
The Barnard	\$293,351	\$360,140	\$5,088	\$6,267
The Wintonbury	\$298,102	\$364,347	\$5,170	\$6,349
The Griswold*	\$323,705	\$394,308	\$5,225	\$6,404
The Petersen*	\$392,970	\$457,862	\$6,606	\$7,785
The Wilcox	\$260,674	\$317,071	\$4,176	\$5,178
The Buckingham	\$291,403	\$354,863	\$4,699	\$5,827
The Grant	\$320,284	\$390,383	\$5,190	\$6,436
The Gillette	\$363,953	\$444,088	\$5,933	\$7,358

COTTAGES

VILLA

APARTMENTS

SOUTH WING APARTMENTS (OPENING DECEMBER 2017)

*These Residences may have existing fireplaces. If fireplaces are not in place, one may be added at the resident's expense.

**The Heublein Villas have fireplaces, stone counters, upgraded flooring, a body spa, a two-car garage and full basement. A portion of your entrance and monthly fee may be considered as a deductible medical expense for federal income tax purposes.

PLAN 67%

Offers a higher entrance fee, a moderate monthly fee and a refund of 67%. At any time following occupancy, the entrance fee is refundable upon termination (including withdrawal or death of the resident or remaining resident in the case of double occupancy) equal to 67% of the entrance fee.

RESIDENCES	ENTRANCE			REFUND			MONTHLY	
	SINGLE	DOUBLE	DOUBLE	SINGLE	DOUBLE	DOUBLE	SINGLE	DOUBLE
The Griffin*	\$202,963	\$261,479	\$175,191	\$135,985	\$175,191	\$175,191	\$3,358	\$4,537
The Cadwell*	\$356,671	\$422,860	\$283,316	\$238,970	\$283,316	\$283,316	\$4,691	\$5,870
The Bidwell*	\$435,488	\$501,678	\$336,124	\$291,777	\$336,124	\$336,124	\$5,532	\$6,711
The Talcott*	\$534,292	\$600,481	\$402,322	\$357,976	\$402,322	\$402,322	\$7,014	\$8,193
The Heublein**	\$564,304	\$627,307	\$420,296	\$378,084	\$420,296	\$420,296	\$7,077	\$8,256
The Ely	\$132,265	N/A	N/A	\$88,618	N/A	N/A	\$2,554	N/A
The Batterson I & II	\$183,000	\$241,516	\$161,816	\$122,610	\$161,816	\$161,816	\$3,116	\$4,295
The Loomis I & II	\$260,456	\$326,644	\$218,851	\$174,506	\$218,851	\$218,851	\$3,693	\$4,872
The Goodwin	\$290,967	\$357,158	\$239,296	\$194,948	\$239,296	\$239,296	\$4,012	\$5,191
The Newberry	\$334,811	\$401,001	\$268,671	\$224,323	\$268,671	\$268,671	\$4,515	\$5,694
The Filley*	\$392,117	\$458,957	\$307,501	\$262,718	\$307,501	\$307,501	\$4,911	\$6,090
The Prosser	\$394,618	\$461,652	\$309,307	\$264,394	\$309,307	\$309,307	\$5,047	\$6,226
The Barnard	\$397,735	\$463,924	\$310,829	\$266,482	\$310,829	\$310,829	\$5,050	\$6,229
The Wintonbury	\$402,990	\$469,234	\$314,387	\$270,003	\$314,387	\$314,387	\$5,123	\$6,302
The Griswold*	\$430,275	\$500,877	\$335,588	\$288,284	\$335,588	\$335,588	\$5,387	\$6,566
The Petersen*	\$524,539	\$589,433	\$394,920	\$351,441	\$394,920	\$394,920	\$6,606	\$7,785
The Wilcox	\$346,161	\$402,559	\$269,715	\$231,928	\$269,715	\$269,715	\$4,176	\$5,178
The Buckingham	\$387,597	\$451,058	\$302,209	\$259,690	\$302,209	\$302,209	\$4,699	\$5,827
The Grant	\$426,540	\$496,639	\$332,748	\$285,782	\$332,748	\$332,748	\$5,190	\$6,436
The Gillette	\$485,422	\$565,558	\$378,924	\$325,233	\$378,924	\$378,924	\$5,933	\$7,358

COTTAGES

VILLA

APARTMENTS

SOUTH WING APARTMENTS (OPENING DECEMBER 2017)

*These Residences may have existing fireplaces. If fireplaces are not in place, one may be added at the resident's expense.

**The Heublein Villas have fireplaces, stone counters, upgraded flooring, a body spa, a two-car garage and full basement.

A portion of your entrance and monthly fee may be considered as a deductible medical expense for federal income tax purposes.

PLAN 85%

Offers an entrance fee that is higher and a monthly fee that is lower than Seabury's other rate schedules, in exchange for a refund of up to 85% of the entrance fee (15% is retained by Seabury and not refundable in any event). At any time following occupancy, the entrance fee is refundable upon termination (including withdrawal or death of the resident or remaining resident in the case of double occupancy) up to 85% of the entrance fee.

RESIDENCES	ENTRANCE			REFUND			MONTHLY	
	SINGLE	DOUBLE	DOUBLE	SINGLE	DOUBLE	DOUBLE	SINGLE	DOUBLE
The Griffin*	\$246,315	\$303,127	\$303,127	\$209,368	\$257,658	\$257,658	\$2,489	\$3,668
..... 1 BED / 1 BATH								
The Cadwell*	\$432,534	\$496,795	\$496,795	\$367,654	\$422,276	\$422,276	\$3,505	\$4,684
..... 2 BED / 2 BATH								
The Bidwell*	\$528,182	\$592,447	\$592,447	\$448,955	\$503,580	\$503,580	\$4,134	\$5,313
..... DELUXE 2 BED / 2 BATH								
The Talcott*	\$648,928	\$713,191	\$713,191	\$551,589	\$606,212	\$606,212	\$5,589	\$6,768
..... 2 BED / DEN / 2.5 BATH								
The Heublein**	\$691,950	\$754,951	\$754,951	\$589,158	\$641,708	\$641,708	\$5,638	\$6,817
..... 2 BED / 2 BATH / 2 CAR GARAGE								
The Ely	\$160,515	N/A	N/A	\$136,438	N/A	N/A	\$1,887	N/A
..... STUDIO								
The Batterson I & II	\$222,089	\$278,899	\$278,899	\$188,776	\$237,064	\$237,064	\$2,310	\$3,489
..... 1 BED / 1 BATH								
The Loomis I & II	\$315,765	\$380,029	\$380,029	\$268,400	\$323,025	\$323,025	\$2,756	\$3,935
..... 1 BED / DEN / 1 BATH								
The Goodwin	\$363,623	\$417,060	\$417,060	\$309,080	\$354,501	\$354,501	\$2,997	\$4,176
..... 2 BED / 2 BATH								
The Newberry	\$406,006	\$470,268	\$470,268	\$345,105	\$399,728	\$399,728	\$3,373	\$4,552
..... 2 BED / 2 BATH								
The Filley*	\$475,543	\$540,436	\$540,436	\$404,212	\$459,371	\$459,371	\$3,907	\$5,086
..... DELUXE 1 BED / DEN / 1.5 BATH								
The Prosser	\$478,094	\$543,864	\$543,864	\$406,380	\$462,284	\$462,284	\$3,767	\$4,946
..... 2 BED / 2 BATH								
The Barnard	\$482,366	\$546,628	\$546,628	\$410,011	\$464,634	\$464,634	\$3,770	\$4,949
..... 2 BED / DEN / 2 BATH								
The Wintonbury	\$488,557	\$552,819	\$552,819	\$415,273	\$469,896	\$469,896	\$3,831	\$5,010
..... DEN / 2 BED / 2 BATH								
The Griswold*	\$518,195	\$587,465	\$587,465	\$440,466	\$499,345	\$499,345	\$4,289	\$5,468
..... 2 BED / 2 BATH / GARAGE SPACE								
The Petersen*	\$651,411	\$716,303	\$716,303	\$553,699	\$608,858	\$608,858	\$5,265	\$6,444
..... 2 BED / DEN / 2 BATH / GARAGE SPACE								
The Wilcox	\$416,555	\$471,311	\$471,311	\$354,072	\$400,614	\$400,614	\$3,322	\$4,324
..... 1 BED / DEN / 1.5 BATH / GARAGE SPACE								
The Buckingham	\$466,807	\$528,419	\$528,419	\$396,786	\$449,156	\$449,156	\$3,738	\$4,866
..... 2 BED / 2 BATH / GARAGE SPACE								
The Grant	\$514,036	\$582,093	\$582,093	\$436,931	\$494,779	\$494,779	\$4,129	\$5,375
..... 2 BED / 2 BATH / OPTIONAL DEN / GARAGE SPACE								
The Gillette	\$585,445	\$663,247	\$663,247	\$497,628	\$563,760	\$563,760	\$4,720	\$6,144
..... 2 BED / 2 BATH / OPTIONAL DEN / GARAGE SPACE								

COTTAGES

VILLA

APARTMENTS

SOUTH WING APARTMENTS (OPENING DECEMBER 2017)

*These Residences may have existing fireplaces. If fireplaces are not in place, one may be added at the resident's expense.
 **The Heublein Villas have fireplaces, stone counters, upgraded flooring, a body spa, a two-car garage and full basement.
 A portion of your entrance and monthly fee may be considered as a deductible medical expense for federal income tax purposes.
 See back page for more details on how plan 85% works.

PLAN 85% – Refund Provisions

Under Plan 85%, you pay an Entrance Fee that is higher and a Monthly Fee that is lower than Seabury's other rate schedules, in exchange for a refund of up to 85% of the Entrance Fee (15% is retained by Seabury and not refundable in any event).

If you transition to another level of care, you will continue to pay the Monthly Fee. You will also be responsible for the *difference* between the Monthly Fee and the private pay charges then in effect for Assisted Living, Seabury Meadows or Skilled Nursing (unless your care is paid for by Medicare). However, the difference between your Monthly Fee and the cost of care in Assisted Living, Seabury Meadows or Skilled Nursing will be deducted from your 85% Entrance Fee refund.

Maintaining your Independent Living Home while residing in a different level of care will necessitate additional fees.

Limit of Financial Responsibility: If your 85% Entrance Fee refund is exhausted by deductions for future charges, you will then need to pay only the Monthly Fee for your Home (or previous Home) in Independent Living, plus additional meal charges.

Under Plan 85%, deductions from your 85% Entrance Fee refund for future charges will be computed according to the charges then in effect for future services, and as described below. These health care charges may be increased from time to time.

A. Permanent Transfer to the Health Center

If you transition to Assisted Living, Seabury Meadows or Skilled Nursing and no longer have an assigned Independent Living Home, you will continue to pay the Monthly Fee for your previous Independent Living Home. Charges for Assisted Living, Seabury Meadows or Skilled Nursing in excess of your Monthly Fee will be deducted from your 85% Entrance Fee refund (unless your care is paid for by Medicare).

B. Temporary Transfer to Skilled Nursing

If you receive care in Skilled Nursing temporarily (i.e., you maintain your Independent Living Home and are expected to return to it), you will continue to pay your Monthly Fee. The full charges for care in Skilled Nursing will be deducted from your 85% Entrance Fee refund (unless your care is paid for by Medicare).

C. Shared Units

The terms described above also apply to persons who share an independent Living Home; however, the total Monthly Fee due to Seabury will continue to include the second person fee.

Example (based on current charges): You have paid an Entrance Fee of \$518,195; your 85% Entrance Fee refund is \$440,465.75; your Monthly Fee is \$4,289. You spend two months in Skilled Nursing on a temporary basis. You will continue to pay your monthly fee of \$4,289. The full cost of your care in Skilled Nursing is \$31,049 (based on \$509 x 61 days) and is deducted from your 85% Entrance Fee refund. Later, some time after you have returned to your Independent Living Home, you transition permanently to Assisted Living, where you remain for three years. The difference between your Monthly Fee and the cost of care in Assisted Living (\$91,971 based on \$225 x 1,095 days less the Monthly Fee), is also deducted from your 85% Entrance Fee refund. Upon termination of your agreement with Seabury, you or your Estate will be entitled to a refund of \$317,445.75 (\$440,465.75 less \$31,049 less \$91,971).

Long-Term Care Insurance: You may already have purchased or may wish to purchase long-term care insurance. Such insurance will cover all or part of the cost of care in Assisted Living, Seabury Meadows and Skilled Nursing. Please review the terms of your policy carefully regarding its coverage provisions. The long-term care insurance provider will reimburse you directly.

NOTE: There may be tax implications under this plan. Please seek the advice of a qualified tax accountant.



200 SEABURY DRIVE · BLOOMFIELD, CT 06002
(860) 286-0243 · (800) 340-4709
WWW.SEABURLIFE.ORG · INFO@SEABURLIFE.ORG

SCHEDULE OF CHARGES (Effective 10/1/17)

Highlighted areas indicate changes/additions for the coming year

ASSISTED LIVING SERVICES (ALSA)

- Fees described in the brochure available at the Wellness Clinic Desk

BEAUTY SALON

- See attached (Charges also posted outside salon)

CARPORT

- \$65 per month
- No fee for solar carports

COT/ROLL-A-WAY/PORT-A-CRIB

- \$12.25 per night

EMERGENCY OXYGEN

- \$25 per incident
For emergency intervention offered by Seabury Security personnel

GARAGE

- \$115 per month

GUEST MEALS

- Breakfast, Lunch, Dinner; à la carte in Café
- Dinner (Main Dining Room): \$18 (tax included)
- Brunch & other special meals (Main Dining Room): \$22.50
 - Children under 10 yrs: \$9.50

GUEST ROOMS

- \$90 per night

HANDYMAN SERVICES

- \$50 per hour
- Two weeks' notice for cancellation, otherwise full fee is charged**

HOUSEKEEPING

- \$40 per hour for an occasional additional cleaning of apartment or cottage
- \$30 for additional permanent cleaning
- \$40 per hour for additional carpet shampooing

Two weeks' notice required for cancellation, otherwise full fee charged



SCHEDULE OF CHARGES (Effective 10/1/17)

KEYS

- \$10 card key replacement charge
- \$1.50 duplication charge for apartment, cottage, mailbox, or storage keys
- \$135.00 Sara Pendant Replacement

MEAL DELIVERY.

- \$4 Tray delivery service

NAME TAGS

- \$7 replacement fee

SPECIAL ACTIVITIES

- \$4 Men's Breakfast & Resident Breakfast
- \$18 Fine Dining Program

THE SALON AND SPA AT SEABURY

- See Attached (brochures also available at the Spa)

TRANSPORTATION

- \$20 per hour outside of designated areas
- \$8.00/10.00 transportation charge for special activities (varies on distance)
- C.N.A. escort for medical appointments fee is 7-3PM \$33/hour, after 3PM \$34/hour
- **AMR-Wheelchair Service:** Contracted rate with provider plus mileage (per mile fee). Arrangements made at the Clinic Reception Desk.
- External resources available to Seabury residents: Town of Bloomfield Mini Bus (860-243-8361) or Nutmeg 860-951-5873 or 860-253-6394)

NUTRITION CONSULTATION

- Brochure available at the Wellness Clinic Desk and at the Fitness and Wellness Center.
- To arrange for an appointment contact the Wellness Clinic Receptionist X- 6070

PERSONAL TRAINING

- These services are available through the Fitness & Wellness Center. Fees are \$25. For 30 minutes; \$40. Per hour. Partner training available for \$37.50 per hour.
- Contact the Director of Fitness & Wellness at extension 6054 for more information.

SCHEDULE OF CHARGES (Effective 10/1/17)

REHABILITATION SERVICES

- Insurance coverage varies with Doctor Prescription and insurance plan.
- Private Pay charges for Physical, Occupational, and Speech Therapy services coincide with Medicare reimbursement rates for service codes rendered.
- For a full range of services please refer to the Rehabilitation brochure available at the Wellness Clinic desk.
- Contact the Rehabilitation Director at extension 6078 for more information.

IT SERVICES

Seabury IT Squad

Seabury is proud to offer in-house IT support to all Seabury residents. We provide Complimentary, as well as, Paid IT Services for more complex tasks. Seabury has partnered with ESCO Technologies to provide enhanced Phone, TV and, optionally, Internet services to your residence. ESCO provides onsite support Monday to Friday from 8 am to 4:30pm.

Service Requests

To request service, from either ESCO or Seabury, you can use the convenient online work order system available through the Seabury Residents Portal at <http://residents.seaburylife.org>, or complete a paper work order and hand it in to the front desk.

Complimentary IT Services

The following services are complimentary.

- Assistance with connecting resident provided computer equipment to Seabury Resident Wifi.
- Assistance with connecting resident provided computer equipment to Seabury Internet system, provided by ESCO. Includes setting up a new email address, if old provider does not allow continued use of their email.

- Assistance with connecting resident provided TV to Seabury cable system, provided by ESCO.
- Assistance with connecting resident provided telephone equipment to wall socket, provided by ESCO.

Paid IT Services

- Initial 10 minute diagnostic consultation, \$10
- Hourly charge thereafter, \$40

Computers

<ul style="list-style-type: none"> • Computer Setup • Computer Tune-up • Data Backup or Transfer • Data Recovery • Email Setup • Hardware Install • Hardware Repair • Memory Install 	<ul style="list-style-type: none"> • Operating System Install • Printer Setup or Troubleshoot • Software Install & Setup • Technology Consultation • Training • Virus & Spyware Removal • Wireless Networking
--	--

Networking

<ul style="list-style-type: none"> • Router setup • Network Wiring 	<ul style="list-style-type: none"> • Firewall programming • Wifi adapter installation and setup
--	---

Audio/Video

<ul style="list-style-type: none"> • TV and home theater connectivity support • Hook up a new device (TV and audio) • Set up a universal remote • Hook up a home theater 	<ul style="list-style-type: none"> • Home stereo connectivity support • Hook up a TV • Set up surround sound
--	---

Mobile

<ul style="list-style-type: none"> • Phone setup and maintenance • Tablet setup and maintenance 	
---	--

The Assisted Living Services Nurse coordinates with you and your physician a personalized Assisted Living program in your cottage, apartment or in The Views.

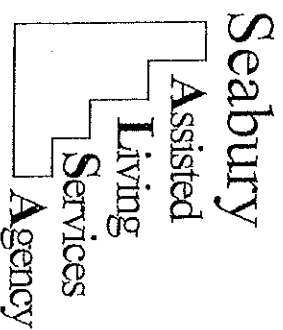
When indicated, Seabury will assess the resident's needs for Licensed Home Health Services if Medicare coverage is indicated.

The Assisted Living Services Agency at Seabury is licensed by the Connecticut Department of Public Health.

Service fees will be billed at double time on holidays.

To learn more about Assisted Living Services or Private Duty Services at Seabury or to arrange for services, please call the Health Center at Seabury reception desk at 860-243-6070.

ASSISTED LIVING SERVICES AT SEABURY



The Assisted Living Services at Seabury are designed to provide assistance with activities of daily living to maintain a maximum level of independence through supportive personalized care.

Wellness Services

- * Emergency call for aid
- * Nurse consultation in Clinic/Wellness Program
- * Nurse assessment after a hospital stay, Health Center stay, or emergency
- * As part of the Wellness Program, the following services, when provided in the Clinic, will be at no charge to Seabury residents:
 - Wellness Counseling • Health Promotion • Diabetic Screening
 - Disease Prevention • Blood Pressures • Weight Monitoring
 - Coordination of physician orders
 - Coordination of Home Health services

Services Provided by a Licensed Nurse

- Pre-pour of medication \$ 48.00/week
- Medication boxes
 - White, Large (daily) \$ 5.00
 - Blue/Green (week) \$ 12.00
- Nurse Medication Ordering/Faxing \$ 12.00/per order to mail order pharmacy
- Services provided by a Licensed Nurse in apartment/cottage
 - (RN/LPN; under order of a physician) \$19.00/15 mins.
 - Treatments by appt. (with MD orders) \$12.00/15 mins. in Clinic; Supplies billed to resident on Seabury monthly statement
 - Monthly B12 Injections in Clinic \$12.00
 - Daily Injections in Clinic \$ 8.00/Injection
 - Administration of Eye Drops/Ear Drops:
 - In Clinic -per administration \$ 3.00
 - Nasal Sprays and Inhalers \$ 3.00/per visit
 - CoaguCheck – PT/INR Test \$19.00/per test
 - Oxygen tank filling \$ 7.00/per fill
 - Assessment for Urinary Symptoms/Hemacult \$ 16.00

Note: Resident will be billed by oxygen company for oxygen.

Private Duty

Seabury's Private Duty Services are not considered as part of the basic Skilled or Assisted Living programs; and therefore are not considered as part of the Life Care contract. Private Duty services may be arranged at an additional charge as outlined in the brochure.

Services provided by a Certified Nurse Assistant

- * Supervision of self-medication
- * Assistance with personal care activities (bathing, oral hygiene, feeding, dressing, toileting, and grooming) \$ 33.00 / hour from 7 a.m.- 3 p.m.
- * Assistance with exercise, ambulation, transfer activities \$ 34.00 / hour from 3 p.m.-11 p.m.
- * Assistance with transportation to medical appointments \$ 33.00 / hour from 7 a.m.- 3 p.m.

Services provided by a Companion

- Household services including shopping, meal preparation, laundry, house-cleaning, escort to apartment, transporting of wheelchair-bound residents, assisting with correspondence, sewing, mending, friendly visiting; assistance transporting to medical appointments \$ 30.00 / hour from 7 a.m.- 3 p.m.
- Household services including shopping, meal preparation, laundry, house-cleaning, escort to apartment, transporting of wheelchair-bound residents, assisting with correspondence, sewing, mending, friendly visiting; assistance transporting to medical appointments \$ 30.00 / hour from 3 p.m.- 11 p.m.
- Household services including shopping, meal preparation, laundry, house-cleaning, escort to apartment, transporting of wheelchair-bound residents, assisting with correspondence, sewing, mending, friendly visiting; assistance transporting to medical appointments \$ 31.00 / hour from 11 p.m.- 7 a.m.

Announcing

Price list as of **October 1, 2017**

No changes from 2016 - 2017

The Seabury Beauty/Barber Salon is open Tuesday thru Friday
9 AM to 3 PM for residents and their guests

All charges will be listed on Resident Monthly Statements
Call for an appointment 243-6090

Shampoo & Set (Long Hair)	\$24.50 \$26.50 - \$29.50
Shampoo Only	\$15.00
Shampoo & Blow Dry with Curling Iron	\$25.50
Haircut (Men/Women) with Shampoo	\$26.50 \$30.50
Permanent Waves (Shampoo/Cut/Set or Blow Dry included)	\$77.00
Dry Comb Out	\$15.50
Tints (Includes Set or Blow Dry)	\$52.00
Frosting/Cap or Foil	\$69.00
All Color Rinses, Special Shampoos (Dandruff, Shimmer Lights and Conditioners)	\$4.00
Manicures	\$16.50
Virgin Relaxer	\$67.00
Retouch Relaxer	\$62.00

Operator is an "**Independent Contractor**" rather than a Seabury Employee.
Therefore, cash gratuities are permitted.

21

About Us

Welcome to Seabury residents, Seabury At Home members, their families, and Seabury staff.

Our wish is to provide therapeutic massage for the regular client or newcomer which supports their full enjoyment of life and the easing of the unique physical challenges of aging.

Massage begins with caring and supportive touch and cascades into many benefits to the entire body and the entire person.

Our therapists offer techniques that enhance your fitness and health practices. Our services are grounded in the Swedish massage tradition with additional techniques applied in your individualized session. We make communication a priority in meeting your needs and to maintain complete comfort in the process. Your first session will include an opportunity to share your health history and discuss a plan for your care.

Location

The Salon and Spa offers two dedicated private massage rooms that offer a quiet and restful environment. The treatment rooms and restroom are fully accessible. Our adjustable massage tables make it simple to move on and off.

Menu of Services

When you make an appointment, please consider these suggestions and timeframes.

30 minute massage \$30

Ideal for a focused session:

- ◇ Face, neck and shoulders
- ◇ Feet and calves (warm towels optional)
- ◇ A trouble "spot"

45 or 60 minute massage \$45, \$60

Ideal for a whole body approach:

- ◇ Swedish massage providing pure relaxation.*
- ◇ To relieve muscular tension or for injury recovery.*
- ◇ Light touch massage focused on illness recovery.

*A warm stone treatment can be added to your 45 or 60 minute session for \$15 additional. Book this service with Evan.



Massage for Residents in The Brewer and Davis Center

We provide sessions appropriate to their care plan in their room. These sessions are usually 30 minutes. Contact the therapists at 860-286-4276 to arrange for this.

Gift Certificates are available. Call for more information.

Menu of Services

SHAMPOO & CONDITIONER	
Shampoo	12
Basic Conditioner	2
Deep Conditioning Treatment	12
Scalp Treatment (not heated)	16

SETS & CUTS

Comb-Out • Touch-Up	16
Shampoo & Set Package	29
Shampoo, Blow-dry & Curling Iron	31
Shampoo, Set & Cut Package	44
Shampoo, Cut, Blow-dry & Curling Iron	46
Women's Cut & Shampoo Package	30
UpDo	Starting at 30
Men's Cut & Shampoo Package	20
Men's Clipper Cut	17
Neck Trim	8
Press & Curl Package	35

COLORS

Single Process Color & Set Package	55
Single Process Color, Cut & Set Package	70
Single Process Color, Cut, Blow-dry & Curling Iron	70
Temporary Color Rinse	4
Highlights	60 • 72 • 85

PERMS & RELAXERS

Perm & Set Package	72
Perm, Cut & Set Package	82
Perm, Cut, Blow-dry & Curling Iron	84
Straightening, Relaxer, Set & Cut Package	85

MASSAGE

Head, Neck & Shoulders (per 10 min)	10
Hand Massage (per 10 min)	10
Foot Massage (per 10 min)	10

SPA TREATMENTS

Truist Moisturizing Manicure	30
Truist Moisturizing Pedicure	38
Truist Moisturizing Manicure & Pedicure Package	60
Manicure	20
Pedicure	28
Manicure & Pedicure Package	45
Polish Change • Nail Shaping	14
Toenail Clipping	12
1 Step Gel Manicure	30
Gel Manicure	22
Paraffin Wax hand Treatment	12

AESTHETICS

Men's Facial Grooming	8
Chin or Lip Hair Removal (per service)	9
Brow Hair Removal (per service)	9



EXHIBIT E

ENTRANCE FEE ESCROW AGREEMENT

Note: The Entrance Fee Escrow Agreement is now held between Church Home of Hartford, Incorporated, d/b/a Seabury and Philanthropic Administration, U.S. Trust, Bank of America Private Wealth Management. The original agreement, with any amendments attached thereto, is still in effect per Section 11 of the Agreement.



FUNDS TRANSFER AGREEMENT

Credit Union of Kentucky, Inc. (the "Customer"), and Bank of America, N.A. (the "Bank") hereby agree that the following sets out the terms under which we may perform Funds transfers for the Customer.

1. **Transfer Instructions.** Any of the Customer's Authorized Representatives may instruct the Bank to transfer funds from the Customer's Accounts with the Bank to any other Account with the Bank or with another institution. The Bank reserves the right to refuse any transfer instructions, and in particular, the Bank reserves the right to refuse transfer instructions if the identity of the Authorized Representative has not been confirmed, the Account from which the Bank is instructed to transfer funds has an insufficient Account balance, or the transfer instruction is incomplete. The Bank will use its best efforts to notify the Customer of any refusal to accept transfer instructions.

The Customer's Authorized Representatives are designated pursuant to the Corporate Resolution in the form of Attachment 1 (or comparable form) to this Agreement and are listed on the DESIGNATION OF AUTHORIZED REPRESENTATIVES attached to this Agreement. The Bank is entitled to rely upon the fact that each person listed on the DESIGNATION OF AUTHORIZED REPRESENTATIVES is authorized to effect funds transfers from the Customer's Accounts until the Bank receives written notice from the Customer revoking such person's authority. This authority includes the power to withdraw and debit the Customer's Accounts, execute any further documents necessary to effect funds transfers and, where applicable, to choose and change the Keyword used in the Bank's security procedures. It is the Customer's obligation to notify the Bank immediately upon revocation of authority of an Authorized Representative: By providing the Bank with a Keyword, as indicated on the DESIGNATION OF AUTHORIZED REPRESENTATIVES, the Customer authorizes the Bank to make transfers based upon oral requests of the Authorized Representatives. The Customer has the sole obligation to ensure that all Authorized Representatives keep the Keyword confidential and to notify the Bank immediately by telephone (with a follow up in writing) if there is reason to believe that the Keyword has been disclosed to any unauthorized person. In the event the Customer revokes the authority of an Authorized Representative or discovers that the Keyword may have been disclosed to any unauthorized person, the Customer also has the obligation of establishing a new Keyword and informing the Authorized Representatives of the new Keyword.

Upon acceptance of the Authorized Representative's written or oral transfer instructions, the Bank will charge the Customer's Accounts after performing the security procedures set forth below; provided, however, that the Bank will take no action on instructions received after 2:55 p.m. ET (the Bank's internal processing cutoff). In executing the transfer instructions, the Bank is entitled to rely upon Account numbers of the beneficiary bank or intermediary bank rather than names.

2. **Security Procedures.** The Customer agrees to the use of the following security procedures to ensure the integrity of its transfer instructions:
 - a) For written instructions, the Bank will confirm that the name of the person sending the instructions is listed as one of its Authorized Representatives and the Bank will compare the signature on the written request to its records. The Customer will also verify the Account number to confirm that the Authorized Representative has appropriate authority to transfer funds from that Account. When the written instruction is received via fax machine or, is in excess of certain dollar amounts, the Bank will confirm the request by contacting an Authorized Representative.
 - b) Where the Customer has authorized oral instructions by designating a Keyword, the Bank will check the name of the person sending the instructions against its list of Authorized Representatives, and ask the Authorized Representative to give the Bank the Keyword (reflected on the DESIGNATION OF AUTHORIZED REPRESENTATIVES). In circumstances where the Authorized Representative is unable to supply the Keyword, but indicates that the wire transfer is urgent and must be processed, the Customer agrees to send the Bank written wire transfer instructions and comply with security procedures as outlined in section 2.a) above.

3. **Liability.** The Bank will be responsible only for performing the services as expressly provided in this Agreement. The Bank will have no responsibility for losses or delays caused by unclear, incomplete, contradictory or duplicative instructions; errors or omissions of correspondent banks or other agents used to effect funds transfers; fire or other catastrophes; computer, mechanical or electrical failures or any circumstances beyond its control. The Bank will not be liable for any loss, liability or expense, which may result from the performance, delay or nonperformance of services unless caused by its willful misconduct. In the event of an error on the part of the Bank, its liability will be limited to correcting the error and restoring lost interest to the Account, if any. The Bank will not be responsible for special, incidental, compensatory or consequential damages or attorneys' fees that the Customer may incur, regardless of whether the Bank was made aware of the possibility of such damages. The Customer agrees to indemnify the Bank against any loss, liability or expense (including attorneys' fees and expenses) incurred by the Bank in performing the services contemplated herein.

Agreed and Accepted:

Date: 3/7/12

By: Laura D. Harshbarger
(Customer's duly authorized Agent)

EXHIBIT F

BILL OF RIGHTS

SEABURY

Managed Residential Community

RESIDENTS' BILL OF RIGHTS

1. The Assisted Living Services Agency may provide:
 - A. Nursing services consisting of a licensed nurse, certified nursing assistants, and resident companions who provide:
 - a. Assistance with activities of daily living
 - b. Nursing care and services by licensed nurses
 - c. Medication administration and supervision of the self-administration of medication
 - d. Assessments - Development of individualized client service plans and care plans
 - e. Referrals to appropriate health care professionals and coordination of services with all individuals and entities involved in the client service plans and Client teaching, wellness counseling, health promotion and disease prevention
 - B. Regularly scheduled transportation for personal shopping, social and recreational events, health care appointments and similar needs
 - C. Regularly scheduled housekeeping services
 - D. Maintenance Services for residents' living units, including core services for routine domestic tasks that the client is unable to perform
 - E. A program of social and recreational opportunities
 - F. Twenty-four (24) hour security staff

The client is billed monthly for Assisted Living Services. If any changes occur, the client will be informed of them orally and in writing as soon as possible, but no less than thirty (30) working days prior to the date such changes become effective.

2. Clients can be offered services if:

A. They need assistance with the activities of daily living and/or nursing care and services.

B. Either the resident or the resident's responsible party has requested that the agency provides such services.

C. Such services must be provided on an emergency basis pending other arrangements.

3. The client or family/responsible party can actively participate in the planning of, or any changes in, the care to be furnished and the frequency of visits proposed, beginning upon admission. The nurse supervising care is available on a daily basis and can be contacted by calling the clinic at 860-243-6070.

4. The client or family/responsible party will be actively involved in the development and implementation of the client service program and has the right to refuse recommended services.

5. The client has the right to be free from physical and mental abuse and exploitation and to have personal property treated with respect.

6. Client information and service records are treated with confidentiality and kept in a secure area. It is required that written consent be obtained from the client or family/responsible party for release of information to persons not otherwise authorized under the law to receive it.

7. The client or family/responsible party may have access to the service record. The supervisor of Assisted living Services Agency may be contacted to expedite this.

8. The Assisted living Services Agency shall identify and resolve wherever possible any cause for client dissatisfaction and will thoroughly investigate.

Any client who has a grievance or complaint shall be encouraged to discuss it with the supervisor. The client has a right to file a complaint without discrimination or reprisal from the agency regarding the provision of care and services, any allegations of physical or mental abuse or

exploitation or the lack of respect for property by anyone providing agency services.

9. The supervisor of the Assisted Living Services Agency will investigate all complaints in an attempt to resolve them. If a client is unable to refer to the complaint, the client's responsible party can do so on behalf of the client. A suggestion/grievance form will be completed by the supervisor and be kept in a client complaint log accessible in the Assisted Living Services Agency office.

10. If a client wishes to register a complaint with the Commissioner, he/she can contact:

Department of Public Health

410 Capitol Avenue, MS#FLIS

Hartford, CT 06134

Phone Number: (860) 509-7400

11. The client has the right to have services provided by an individual or entity other than an assisted living service agency, providing the caregiver meets the requirements of Assisted Living Services Agency and Seabury. A list of area home health care agencies and other information can be obtained by contacting the supervisor and the Assisted Living Services Agency.

12. Seabury Assisted Living Services Agency shall continue to provide assisted living services to clients unless one of the following occurs:

A. A change in the client's condition - the resident's condition is no longer chronic and stable, but activities of daily living remain the same so that responsibility for his or her care must be transferred to a licensed home health care agency or other appropriate provider of health care services.

B. Routine discharge - the resident's health has improved sufficiently so that he or she no longer needs the services of the Agency.

C. Emergency discharge - continued provision of services would endanger the health or safety of the resident, other residents, or the staff of the Agency or Seabury Health Center.

D. Financial discharge - the resident or any person or entity responsible for the cost of his or her care has failed, after reasonable and appropriate notice, to pay for the services.

E. Premature discharge - the resident voluntarily terminates Agency services.

13. A client whose condition is no longer chronic and stable may obtain care from a home health care agency. These services, which are billed through the home health care agency may be Medicare covered. Coverage is based on the need for the home health care agency to provide skilled nursing services that meet Medicare criteria. This determination is made on an individual basis by the physician and the home health agency. The home health care agency will provide the client with information on Medicare eligibility. The Assisted Living Services Agency may still provide care in collaboration with the outside agency.

14. The client has the right under state law to make decisions about medical care, including the right to formulate advance directives such as a living will and durable power of attorney for health care decisions. Information about advance directives can be obtained by contacting the supervisor of the Assisted Living Services Agency.

15. The client has the right to make individual arrangements with an assisted living services agency providing the agency complies with the State regulations that licenses and governs Assisted Living Services Agency. Information can be obtained by contacting the Supervisor of the Assisted Living Services Agency.

16. The client may terminate or reduce services by an assisted living services agency at any time by contacting the supervisor of the assisted Living Services Agency.

SEABURY

Managed Residential Community

RESIDENT'S BILL OF RIGHTS

My signature below confirms that I have been fully informed orally, and in writing in a language that I understand, of the Resident's Bill of Rights

Signature

Date

Witness

EXHIBIT G

STATEMENT OF ACTUARIAL OPINION



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

Seabury Retirement Community

Statement of Actuarial Opinion December 11, 2017

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 Retirement Community 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 Retirement Community's 2017 Annual Financial Filing:

- Exhibit I Residential Turnover Rates
- Exhibit II Average Age of Residents
- 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 Retirement Community'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 Retirement Community. 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 consider necessary of the data, methods, and underlying assumptions used by and the resulting actuarial projections reported by Seabury Retirement Community with respect to the above items as shown in Seabury Retirement Community's 2017 Annual Financial Filing.

In my opinion, the above items as shown in Seabury Retirement Community's 2017 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 blue ink that reads 'Dave Bond'.

Dave Bond, F.S.A., M.A.A.A.

Managing Partner

dbond@continuingcareactuaries.com

Residential Turnover Rates

The Independent Living Unit residential turnover rates for the most recently completed fiscal year, and anticipated for the next five years, are as follows:

<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
10.3%	7.7%	7.7%	8.2%	8.6%	8.8%



Average Age of Residents

The projected average age for the next five years for independent living residents is as follows:

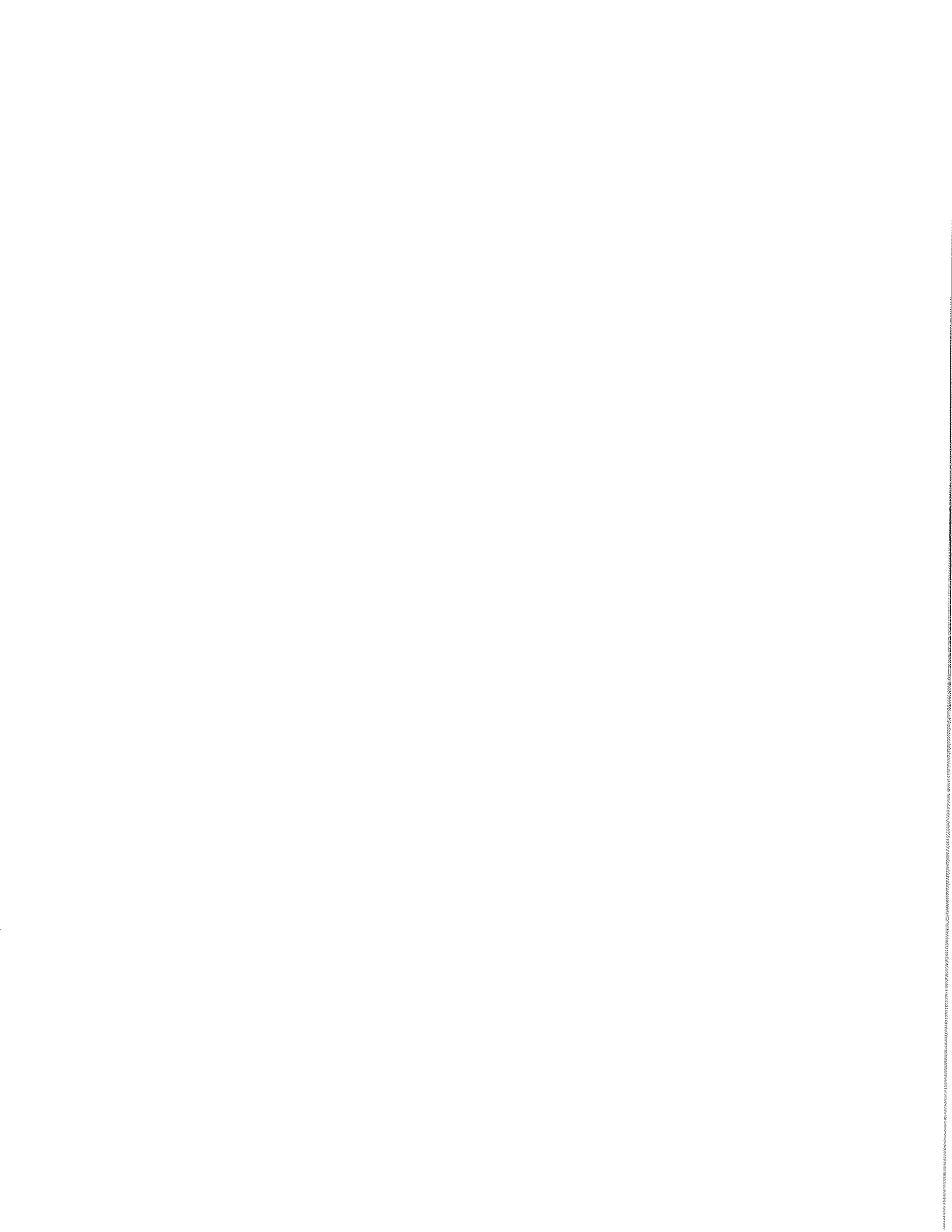
<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
85	84	84	85	85

Health Care Utilization Rates

Health care utilization rates, including admission rates and days per 100 residents 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 Residents</u>
	<u>Utilization Rate</u>		<u>Admission Rate</u>		
	<u>Patients</u>	<u>%</u>	<u>Patients</u>	<u>%</u>	
2017	23.3	8.3%	31.0	12.9%	3,027
2018	25.3	7.4%	43.9	14.6%	2,688
2019	30.0	7.4%	49.2	14.0%	2,712
2020	33.1	8.3%	46.8	13.8%	3,030
2021	35.2	8.9%	45.4	13.7%	3,266
2022	37.1	9.5%	45.0	13.9%	3,475

<u>Year</u>	Assisted Living Units				<u>Days per 100 Residents</u>
	<u>Utilization Rate</u>		<u>Admission Rate</u>		
	<u>Patients</u>	<u>%</u>	<u>Patients</u>	<u>%</u>	
2017	19.5	6.9%	6.0	2.5%	2,533
2018	20.8	6.1%	11.4	3.8%	2,209
2019	24.4	6.0%	12.2	3.5%	2,205
2020	27.5	6.9%	12.1	3.6%	2,517
2021	29.9	7.6%	12.2	3.7%	2,770
2022	31.8	8.1%	12.3	3.8%	2,974



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>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
96%	95%	95%	95%	95%	95%



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>
2017	31.0	6.0
2018	43.9	11.4
2019	49.2	12.2
2020	46.8	12.1
2021	45.4	12.2
2022	45.0	12.3

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>
2017	8,505	7,118
2018	9,216	7,574
2019	10,932	8,888
2020	12,063	10,019
2021	12,848	10,895
2022	13,542	11,589



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>Independent Living</u>	<u>Assisted Living</u>	
Skilled Nursing	8	0	8
Assisted Living	6	N/A	6

