

ACKNOWLEDGEMENT OF RECEIPT

SEABURY

DISCLOSURE STATEMENT

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 continuing care facilities before you sign a 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 Church Home of Hartford, Incorporated

October 2015

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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I. 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

Striving for excellence in senior living in association with the Episcopal Diocese of Connecticut.

MISSION

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

OPERATING STATEMENT

"We are dedicated to providing the highest quality of life to the people we serve through excellence in personalized service."

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. 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>Mr. Thomas E. Andersen *2017 Bartlett Brainard Eacott, Incorporated 70 Griffith Road South Bloomfield, CT 06002-1352</p>	<p>Dr. Richard M. Bridburg *2016 9 Hickory Lane West Hartford, CT 06107</p>
<p>Ms. Doris Armstrong *2016 400 Seabury Drive, Apt. 4188 Bloomfield, CT 06002</p>	<p>Mr. Robert Stanwood *2016 21 Stuart Drive Bloomfield, CT 06002</p>
<p>Mr. Bradford S. Babbitt *2016 Robinson & Cole LLP 280 Trumbull Street Hartford, CT 06103</p>	<p>Dr. Jonathan A. Dixon *2015 Hartford Hospital Rheumatology Clinic 85 Seymour Street, Suite #601 Hartford, CT 06106</p>
<p>Mrs. Connie Bain ** EO Secretary Ex Officio, Auxiliary President 15 Park View Drive East Hartford, CT 06108</p>	<p>The Right Rev. Ian T. Douglas **EO Chairman, Ex Officio Episcopal Diocesan House 1335 Asylum Avenue Hartford, CT 06105</p>
	<p>*Term Expires ** Ex Officio</p>

<p>Dr. Donna R. Galluzzo *2017 HMS Healthcare Management Solutions, Inc. 8 Research Parkway Wallingford, CT 06492</p>	<p>Mr. William J. Thompson *2015 Treasurer Milliman, Inc. 80 Lambertson Road Windsor, CT 06095</p>
<p>Mr. Paul Glover III *2015 ISG Holdings 20 Waterside Drive Farmington, CT 06032</p>	<p>Mr. James Trail *2015 400 Seabury Drive, Apt. 3191 Bloomfield, CT 06002</p>
<p>Mr. A. Raymond Madorin *2015 President 300 Mountain Spring Road Farmington, CT 06032</p>	<p>Mr. Harold L. Rives III *2016 New England Guild Wealth Advisors 139 Simsbury Road Avon, CT 06001</p>
<p>Mr. Gale A. Mattison *2015 Vice President 12 Sandhurst Drive West Hartford, CT 06107</p>	<p>Mr. John R. Wadsworth *2017 Cigna Corp 3 Waterside Crossing Windsor, CT 06095</p>
<p>BISHOP'S REPRESENTATIVE The Rev. Canon Wilborne A. Austin St. Stephen's Episcopal Church 590 Bloomfield Avenue Bloomfield, CT 06002</p>	
	<p>*Term Expires ** Ex Officio</p>

Executive Vice 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 <i>Chief Strategy Officer & Sr. Vice President, Marketing & Communications</i> Length of service: 19 years</p>	<p>Marjorie A. Sullivan, RNC, RHP <i>Chief Operating Officer & Sr. Vice President, Health Services</i> Length of service: 23 years</p>
<p>Gwynne C. Deveau, PHR <i>Vice President, Human Resources</i> Length of service: 7 years</p>	<p>Pegeen L. Sullivan <i>Vice President, Community Life</i> Length of service: 11 years</p>
<p>Richard C. Heath, MS, LNHA <i>Executive Vice President & CEO</i> Length of service: 4 years</p>	<p>Steven F. Yanofsky, MBA, RHP <i>Chief Financial Officer & Vice President, Finance</i> Length of service: 23 years</p>
<p>Ira E. Owen <i>Vice President Environmental Services</i> Length of service: 1 year</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. SIGNIFICANT EVENT

Church Home of Hartford, Incorporated, d.b.a. Seabury, experienced a fire due to a lightning strike in July 2009. The fire was confined to the roof over the Natatorium, with significant water damage to the Fitness Center and 45 apartments. A safe evacuation of the apartment wing resulted in no injuries to residents; however, residents were displaced temporarily. An enhanced lightning protection system was installed, during reconstruction. Church Home of Hartford, Incorporated suffered no financial impact from this event.

VI. JUDICIAL PROCEEDINGS

Church Home of Hartford, Incorporated nor any of its officers or directors has been convicted of a felony or pleaded nolo contendere to a felony charge or held liable or enjoined in a civil action by final judgment involving fraud, embezzlement, fraudulent conversion or misappropriation of property. 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 and a corporate member for Seabury At Home Incorporated and the Seabury Memory Care Center Incorporated (Seabury Meadows). The CHHI Board of Directors passed a motion (11/6/14) to merge the Seabury Memory Care Center, Incorporated into Church Home of Hartford, Incorporated.

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

VIII. DESCRIPTION OF PROPERTY

Seabury is 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, beauty-barber shop, café, creative arts studio, convenience shop, exercise room, library, chapel, game room, greenhouse, woodshop, community and private dining rooms, food preparation, maintenance, housekeeping, and laundry.
- Apartment Building – 152 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 and Brewer Center – 60 skilled nursing care beds.
- 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 operated by Seabury Memory Care Center Incorporated. There are 14 licensed Residential Care Facility beds.

The total number of independent living apartments and cottages is 191 and includes underground parking, natatorium, and fitness center.

- Seabury At Home – Office building located at 222 Wintonbury Avenue (on the Seabury campus).
- 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 fall of 2018.

Phase A expands the administrative offices, main entrance, lobby and main kitchen. It includes the renovation of the private dining room and a new expanded bistro addition. The resident post office boxes and bank will be relocated and an improved Creative Arts Studio will be constructed above the new salon/day spa (on the entrance level). In addition, all areas in the Commons building will be redecorated. Additional parking spaces will be added at the North end of the campus. Full campus generation will also be included as part of Phase A.

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

The start of construction for Phase B & C is contingent on several items, including appropriate level of pre-sales (60%) deposits (10% of entrance fee per residence) for Independent Living Apartments, financing, feasibility study, Guaranteed Maximum Price construction contract with qualified construction firm and Board approval. It is anticipated the project will be funded with tax exempt bonds. The total hard cost construction is estimated to be approximately \$48.5 million. The anticipated entrance fees collected during fill-up is estimated to be \$25.7 million.

Phase B will include 65-68 new independent-living apartments, an underground parking garage (approx. 69 spaces), and a new chapel (seating for approx. 225). A fitness and wellness satellite area, additional meeting spaces for continuing education, and surface parking spaces for accessibility to the new wing will be included as part of Phase B.

The pricing for new independent Living residences is as follows:

Independent Living Entrance Fee				2017	2017
				0%	0%
Unit Type	Unit Name	Number of Units	Square Footage	Refundable	Refundable
				Ent. Fees	Ent. Fees
				Single	Couple
One Bedroom 1.5 Bath Den	The Wilcox	6	1055	259,056	315,082
One Bedroom 1.5 Bath Den	The Wilcox	6	1062	260,674	317,071
Two Bedroom 2 Bath	The Buckingham	17	1193	290,941	354,295
Two Bedroom 2 Bath	The Buckingham	11	1195	291,403	354,863
Two Bedroom 2 Bath Den	The Grant	14	1320	320,284	390,383
Two Bedroom 2 Bath Den	The Gillette	6	1496	360,949	440,394
Two Bedroom 2 Bath Den	The Gillette	3	1499	361,642	441,246
Two Bedroom 2 Bath w/ Den	The Gillette	2	1509	363,953	444,088
		65	1,248	303,574	369,832

Independent Living Monthly Fees				2017	2017
				Monthly	Monthly
Unit Type	Unit Name	Number of Units	Square Footage	Fees	Fees
				Single	Couple
One Bedroom 1.5 Bath Den	The Wilcox	6	1055	4,148	5,144
One Bedroom 1.5 Bath Den	The Wilcox	6	1062	4,176	5,178
Two Bedroom 2 Bath	The Buckingham	17	1193	4,691	5,817
Two Bedroom 2 Bath	The Buckingham	11	1195	4,699	5,827
Two Bedroom 2 Bath Den	The Grant	14	1320	5,190	6,436
Two Bedroom 2 Bath Den	The Gillette	6	1496	5,882	7,294
Two Bedroom 2 Bath Den	The Gillette	3	1499	5,894	7,309
Two Bedroom 2 Bath w/ Den	The Gillette	2	1509	5,933	7,358
		65	1,248	4,906	6,084

Phase C will include a new building addition for Seabury's Community Outreach Services (Seabury At Home, Seabury Visiting Nurses and Seabury Care Now), Primary Care (rental space), and specialized rehabilitation services. This addition will also include a new dedicated entry for health care, renovation of existing spaces to accommodate updated and new Assisted Living Apartments (20 one-bedroom), and updated dining, kitchen, and living/activity spaces in Assisted Living. The plan includes updated/new

rehab rooms, living/family rooms, salon, dining, and pantry spaces for skilled nursing. Expansion of the existing Rehab and Therapy Suite and the Clinic Suite will also be included in this phase, as well as a new employee entrance.

Seabury plans to combine 32 West Wing residences (32 to 16 apartments) which will reduce its overall inventory.

X. BENEFITS INCLUDED

Services provided without additional charge under the 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 Agreement.

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 7, 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 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. COMPLIANCE WITH LAWS

You will be afforded all rights and privileges under Conn. Gen. Stat. 17b-520 et. Seq., which governs continuing care facilities, and all other applicable laws. Seabury will comply with all municipal, state and federal laws and regulations regarding consumer protection and protection from financial exploitation.

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

XV111. TAX CONSEQUENCES

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

XIX. 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, 777 Main Street, Hartford, CT 06115, and will deposit within 72 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).

XX. 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.

XXI. PRO FORMA INCOME STATEMENTS

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

XVII. ENTRANCE FEES/PERIODIC CHARGES

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

XVIII. PREPAID OBLIGATIONS, ACTUARIAL VALUE

Church Home of Hartford, Incorporated will incur prepaid health care obligations for residents of Seabury when Residence and Care Agreements

for independent living are signed. The actuarial present value “y” of those obligations is projected to total approximately -\$16.3 million.

XIX. DEPARTMENT ON SOCIAL SERVICES – FILINGS

Church Home of Hartford, Incorporated has filed with the Department of Social Services all materials, which it understands are 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

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RESIDENCE AND CARE AGREEMENT

SEABURY

Sponsored by Church Home of Hartford, Incorporated,

a not-for-profit organization affiliated with

the Episcopal Diocese of Connecticut

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 investments in continuing care facilities before you sign a 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. ^[MW1]

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, page 15). 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, 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. There are 33 underground parking spaces for a fee, with priority given to East Wing residents.

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 beauty/barber shop, 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 Café Service - Seabury provides 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 Café. You may purchase additional meals for an extra charge. Seabury will periodically publish a schedule of "meal rates" to establish the cost of such additional meals. 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"). You may purchase Café 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. You will be charged for additional meals over 20 meals per month.

- 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 café 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 twenty meals per month 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 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 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 policy disclosing the 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), 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 and the Brewer 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 and the Brewer Center.

In the rare event that space for you is not available in the Davis Center and the Brewer 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 and the Brewer 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, that 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.

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 and the Brewer 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 and the Brewer 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 and the Brewer 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' 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 do decide to adjust those fees, we will provide you with at least thirty (30)

days written notice in advance of any increase in Monthly 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 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 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 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 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 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 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, Brewer 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 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 of the Board of Directors 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 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 well being of yourself or others.

Seabury shall give you reasonable notice of termination in writing via hand delivery, or 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 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 fifteen (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 and the Brewer 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 and the Brewer 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 and the Brewer 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 and the Brewer 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 and the Brewer Center (skilled nursing)

If you receive care in the Davis Center and the Brewer 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 and the Brewer 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 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

Last Name: _____

EXHIBIT A

OCCUPANCY – The scheduled date agreed upon is _____.

FEE SCHEDULE – Entry and monthly fees are based on the type of Independent Living Apartment or Cottage you occupy and the number of persons residing in the Apartment or Cottage. The Independent Living Apartment or Cottage you have selected and the applicable fees are stated below:

Reserved Apartment or Cottage Number _____

Apartment or Cottage Type _____

Total Entrance Fee for _____ Single Resident \$ _____
_____ Co-Residents \$ _____

Credit for Payment of Reservation Fee \$ _____

Seabury At Home Applied Membership Fee

Parking Garage Fee (Buy-in option):
Space Number # _____ \$ _____

ENTRANCE FEE BALANCE DUE AT \$ _____
COMPLETION OF AGREEMENT

TOTAL AMOUNT DUE AT COMPLETION \$ _____
OF AGREEMENT

Monthly Fee: _____ Single Resident \$ _____
_____ Two Residents \$ _____

Weekly Housekeeping: \$ _____

Parking Fee (Rental Option) Garage Carport
Space Number # _____ # _____ \$ _____

Other Charges: _____ \$ _____

TOTAL MONTHLY FEE \$ _____

Refund Option Selected

Plan 2%

Plan 67%

Plan 85%

Addresses for Required Notice

to Seabury:

Executive Vice 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.

New Accounting Pronouncement - In 2012, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update 2012-01, *Continuing Care Retirement Communities-Refundable Advance Fees* (ASU 2012-01). ASU 2012-01 requires that refundable entrance fees be accounted for as a liability on a company's books and only permits amortization of those fees into revenue under certain circumstances.

Church Home of Hartford Incorporated and Subsidiaries have retrospectively applied the provisions of the above mentioned pronouncement and the effects of this pronouncement are further explained in Note 2 of the consolidated financial statements.

It should be noted that this accounting change does not affect the actual operations and cash flow of Church Home of Hartford Incorporated and Subsidiaries.

**CHURCH HOME OF HARTFORD
INCORPORATED AND SUBSIDIARIES
CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2014 AND 2013**

BlumShapiro

Accounting | Tax | Business Consulting

Independent Auditors' Report

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

We have audited the accompanying consolidated financial statements of Church Home of Hartford Incorporated, which comprise the consolidated statements of financial position as of September 30, 2014 and 2013, 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.

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
SEPTEMBER 30, 2014 AND 2013

ASSETS	As Adjusted (Note 2)		LIABILITIES AND NET ASSETS	
	2014	2013	2014	As Adjusted (Note 2) 2013
Current Assets	\$ 11,037,085	\$ 10,752,212		
Cash and cash equivalents	499,768	435,276	\$ 2,020,000	\$ 1,955,000
Entrance fee deposits	1,212,703	1,200,400	385,996	281,656
Accounts receivable, net	3,128,613	2,351,046	3,093,003	1,923,376
Entrance fees receivable	682,412	456,006	503,268	438,776
Prepaid expenses and other current assets	<u>16,560,581</u>	<u>15,194,940</u>	<u>6,002,267</u>	<u>4,598,808</u>
Total current assets	<u>22,743,572</u>	<u>22,140,862</u>	503,539	424,210
Investments			Annuitties Payable	
Property and Equipment, at Cost	4,745,187	4,745,187	11,825,000	13,845,000
Land and improvements	65,647,831	63,524,571	Bonds Payable, Net of Current Portion	1,115,895
Buildings and improvements	4,778,098	4,310,885	1,022,693	1,115,895
Furniture, fixtures and equipment	196,202	196,202	Loans Payable, Net of Current Portion	50,764
Vehicles	2,016,605	322,802	Deferred Compensation	34,363
Construction in progress	<u>77,383,923</u>	<u>73,099,647</u>	Refundable and Nonrefundable Entrance Fees	27,319,128
Less accumulated depreciation	38,674,784	35,668,983	Entrance fees refunds payable	21,134,219
Net property and equipment	<u>38,709,139</u>	<u>37,430,664</u>	Nonrefundable deferred fees, net	<u>48,453,347</u>
			Total refundable and nonrefundable deferred entrance fees	421,336
			Interest Rate Swap Obligation	622,037
			Total liabilities	<u>68,278,946</u>
Other Assets			Net Assets	
Deferred costs, net of accumulated amortization	266,373	310,193	Unrestricted	9,048,270
Deferred compensation investments	50,764	34,363	Temporarily restricted	768,310
Beneficial interest in perpetual trusts	1,969,094	1,937,638	Permanently restricted	2,339,093
Investment in Limited Partnership	25,000	-	Total net assets	<u>12,155,673</u>
Pledges receivable	85,448	85,448		
Other receivables	24,648	34,223		
Total other assets	<u>2,421,327</u>	<u>2,401,865</u>		
Total Assets	\$ 80,434,619	\$ 77,168,331	Total Liabilities and Net Assets	\$ 80,434,619

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, 2014 AND 2013

	<u>2014</u>	<u>As Adjusted (Note 2) 2013</u>
Cash Flows from Operating Activities		
Change in net assets	\$ 2,429,232	\$ 2,320,343
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Proceeds from entrance fees, net of refunds	3,816,150	6,090,037
Depreciation and amortization	3,049,622	2,876,780
Change in interest rate swap obligation	(200,701)	(448,001)
Amortization of nonrefundable deferred fees	(2,164,380)	(1,994,692)
Change in net unrealized gain on investments	(233,697)	(1,382,708)
Change in interest in perpetual trusts	(31,456)	(69,433)
Discount on purchase of property and equipment	(251,943)	-
Loss on disposal of assets	-	185,539
(Increase) decrease in operating assets:		
Entrance fee deposits	(64,492)	14,547
Accounts receivable and pledges receivable	(12,303)	(206,329)
Entrance fees receivable	(777,567)	(805,894)
Prepaid expenses and other current assets	(226,406)	(222,374)
Other receivables	9,575	(34,223)
Increase (decrease) in operating liabilities:		
Accounts payable and accrued expenses	1,169,633	(10,797)
Future service obligation	-	(94,903)
Entrance fee deposits	64,492	(14,547)
Annuities payable	79,329	(17,196)
Net cash provided by operating activities	<u>6,655,088</u>	<u>6,186,149</u>
Cash Purchases from Investing Activities		
Purchases of investments, net	(394,014)	(249,809)
Purchases of property and equipment	(3,684,307)	(2,693,877)
Proceeds from sale of property and equipment	-	143,125
Net cash used in investing activities	<u>(4,078,321)</u>	<u>(2,800,561)</u>
Cash Flows from Financing Activities		
Principal payment on debt	(2,291,894)	(2,156,723)
Net cash used in financing activities	<u>(2,291,894)</u>	<u>(2,156,723)</u>
Net Increase in Cash and Cash Equivalents	284,873	1,228,865
Cash and Cash Equivalents - Beginning of Year	<u>10,752,212</u>	<u>9,523,347</u>
Cash and Cash Equivalents - End of Year	<u>\$ 11,037,085</u>	<u>\$ 10,752,212</u>

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1 - ORGANIZATION (Continued)

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.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

New Accounting Pronouncement - In 2012, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update 2012-01, *Continuing Care Retirement Communities-Refundable Advance Fees* (ASU 2012-01). ASU 2012-01 requires that refundable entrance fees be accounted for as a liability on a company's books and only permits amortization of those fees into revenue under certain circumstances. Application of ASU 2012-01 as of October 1, 2012 and for the year ended September 30, 2013 impacted the following financial statement line items:

Changes in the consolidated statement of activities and changes in net assets for the year ended September 30, 2013 were as follows:

	<u>As Computed prior to ASU 2012-01</u>	<u>As Reported under ASU 2012-01</u>	<u>Effect of Change</u>
Unrestricted Revenues			
Amortization of entrance fees	\$ 2,871,039	\$ 1,994,692	\$ (876,347)
Income from Operations	1,272,761	396,414	(876,347)
Increase in Unrestricted Net Assets	3,013,769	2,137,422	(876,347)
Change in Net Assets	3,196,690	2,320,343	(876,347)
Net Assets - Beginning of Year	14,910,721	7,406,098	(7,504,623)
Net Assets - End of Year	18,107,411	9,726,441	(8,380,970)

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

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 (see Note 4), accrued expenses and annuities payable. It is management's opinion that the estimates applied in the accompanying consolidated financial statements are reasonable.

Cash and Cash Equivalents - Cash equivalents include cash and highly liquid investments purchased with an original maturity of three months or less.

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 \$138,049 and \$162,832 at September 30, 2014 and 2013, 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 that has decreased from cost to market by greater than 25% for a period of nine months or longer. No adjustments were necessary for the fiscal years ended September 30, 2014 and 2013. Refer to Note 5 for further detail on investments as of September 30, 2014 and 2013.

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.

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

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, 2014 and 2013, is in excess of the required \$1,000,000. This amount is included in unrestricted net assets in the accompanying consolidated statements of financial position.

Beneficial Interest in Perpetual Trusts - The Company is the beneficiary of several trust funds. Although the principal balances in the trust funds are permanently restricted, the income earned on the trust funds is unrestricted. The income is used for general expenses to maintain and operate the facilities. For the fiscal years ended September 30, 2014 and 2013, \$98,389 and \$85,878, respectively, is included in unrestricted investment income. Changes in market value for the Company's portion of the trusts were \$31,456 and \$69,433 for the years ended September 30, 2014 and 2013, 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. During the fiscal years ended September 30, 2014 and 2013, the Foundation recognized \$65,000 and \$45,023, respectively, in unrestricted contribution and gift revenue related to these gifts. The present value of the estimated future annuity payments is reflected as an annuity payable in the accompanying consolidated statements of financial position. During 2014 and 2013, the Foundation's liability for annuities payable was increased by approximately \$83,000 and \$63,000, respectively, representing the estimated future liability related to donors whose original liability had reached \$-0- based on actuarial assumptions when the gift was first received but who were still receiving payments at September 30, 2014 and 2013.

Income Taxes - The Company and its subsidiaries are tax-exempt under Section 501(c)(3) of the Internal Revenue Code and are not subject to federal or state income taxes. The Company's informational and tax returns for the years ended September 30, 2011 through 2014 are subject to examination by the Internal Revenue Service and the State of Connecticut.

Reclassifications - Certain amounts in the 2013 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 January 2, 2015, which represents the date the consolidated financial statements were available to be issued.

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 3 - FAIR VALUE MEASUREMENTS (Continued)

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.

Interest Rate Swaps - Interest rate swaps are valued using both observable and unobservable inputs, such as quotations received from the counterparty, dealers or brokers, whenever available and considered reliable. In instances where models are used, the value of the interest rate swap depends upon the contractual terms of, and specific risks inherent in, the instrument as well as the availability and reliability of observable inputs. Such inputs include market prices for reference securities, yield curves, credit curves, measures of volatility, prepayment rate assumptions for nonperformance risk, and correlations of such inputs.

Investment in Limited Partnership - Investment in Limited Partnership is valued at cost. Based on the current status of the Limited Partnership, management believes cost approximates fair value.

There have been no changes in the methodologies used at September 30, 2014 and 2013.

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.

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 3 - FAIR VALUE MEASUREMENTS (Continued)

Assets Measured at Fair Value on a Recurring Basis 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:

	<u>Beneficial Interest In Perpetual Trusts</u>	<u>Investment in Limited Partnership</u>
Balance - September 30, 2012	\$ 1,868,205	\$ -
Total gains (realized and unrealized) included in the change in net assets - 2013	<u>69,433</u>	<u>-</u>
Balance - September 30, 2013	1,937,638	-
Purchases	-	25,000
Total gains (realized and unrealized) included in the change in net assets - 2014	<u>31,456</u>	<u>-</u>
Balance - September 30, 2014	<u>\$ 1,969,094</u>	<u>\$ 25,000</u>

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

	<u>Interest Rate Swap</u>
Balance - September 30, 2012	\$ (1,070,038)
Change in interest rate swap obligation	<u>448,001</u>
Balance - September 30, 2013	(622,037)
Change in interest rate swap obligation	<u>200,701</u>
Balance - September 30, 2014	<u>\$ (421,336)</u>

Financial Instruments Not Measured at Fair Value - The carrying amounts of cash, accounts receivable, accounts payable and accrued expenses approximate their fair value because of the short-term nature of these instruments.

The fair value of bonds and loans payable as of September 30, 2014 and 2013, approximates the total outstanding principal balance.

There have been no changes in the methodologies used at September 30, 2014 and 2013.

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 4 - LIFE CARE AGREEMENT (Continued)

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 six contract plans is selected. Five plans offer a declining refund at 2% per month and the sixth plan offers a fixed 90% refund of the original life care entrance fee. Within the five 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, and the final contract offers a 50% co-pay option for home-based care. The 90% refund of original life care entrance fee contract offers 100% coverage of home and facility-based care, including assisted living and skilled nursing services. Under the resident agreements of these five plans, amounts are refundable after the individual has terminated their agreement. The 90% refundable portion of the life care entrance fee is shown as a liability in the consolidated statements of financial position. The 10% nonrefundable portion of the life care entrance fee and the entire entrance fee for those who select the plan that offers the declining refund at 2% per month are amortized into income over the residents' actuarially determined remaining life as calculated by the Company's actuaries.

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

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

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

The Company's actuaries annually calculate the present value of the net cost 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 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, 2014 and 2013, no such obligation existed for Seabury and Seabury At Home.

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 7 - LONG-TERM DEBT

Long-term debt as of September 30, 2014 and 2013, is summarized as follows:

	2014	2013
Connecticut Health and Educational Facilities Authority Revenue Bonds (Seabury Retirement Community, Series Note A) dated December 23, 2010, \$21,000,000 original principal amount, maturing December 2020, with monthly payments of principal and interest at a fixed rate of 3.335% through an interest rate swap instrument.	\$ 13,845,000	\$ 15,800,000
Simsbury Bank loan, for the refinancing of the Meadows, dated March 28, 2008, \$2,700,000 original principal amount, based on a 10-year amortization schedule. Interest is paid monthly at a rate of 5.46%. Monthly principal and interest payments are \$29,249 through March 28, 2018.	1,115,895	1,397,551
Connecticut Light & Power interest free loans with total original principal amounts totaling \$348,032. Monthly principal payments are \$7,381 through July 2018.	292,794	-
	15,253,689	17,197,551
Less current portion	(2,405,996)	(2,236,656)
Net Long-Term Debt	\$ 12,847,693	\$ 14,960,895

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

<u>Fiscal Year</u>	<u>CHEFA Revenue Bonds</u>	<u>Simsbury Bank</u>	<u>Connecticut Light & Power</u>
2015	\$ 2,020,000	\$ 297,425	\$ 88,571
2016	2,090,000	314,077	88,571
2017	2,170,000	331,662	88,571
2018	2,240,000	172,731	27,081
2019	2,315,000	-	-
Thereafter	3,010,000	-	-
	\$ 13,845,000	\$ 1,115,895	\$ 292,794

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 10 - ENDOWMENT

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 CONSOLIDATED FINANCIAL STATEMENTS

NOTE 12 - LEASE AGREEMENTS

The Company leases various types of office equipment and services. Lease expense was approximately \$133,000 for both 2014 and 2013. The approximate minimum future lease payments under noncancelable operating leases with a remaining term in excess of one year as of September 30, 2014 for each of the next five years is as follows:

2015	\$	177,000
2016		162,000
2017		150,500
2018		49,500
2019		48,000

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, 2014 and 2013, and our report thereon dated January 2, 2015, 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, 2014 and 2013, 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
January 2, 2015

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES
CONSOLIDATING SCHEDULE OF FINANCIAL POSITION
SEPTEMBER 30, 2014

ASSETS

	Church Home of Hartford Incorporated	Serbury Charitable Foundation, Inc.	Serbury Memory Care Center, Inc.	Serbury at Home Inc.	Eliminations	Total
Current Assets						
Cash and cash equivalents	\$ 2,554,611	\$ 141,355	\$ 1,459,341	\$ 6,891,778	\$ -	\$ 11,037,085
Entrance fee deposits	499,768	-	-	-	-	499,768
Accounts receivable, net	943,344	-	224,359	-	(139,027)	1,212,793
Accounts receivable, related party	819,027	-	-	-	-	819,027
Entrance fees receivable	1,476,376	-	-	1,702,237	-	3,178,613
Prepaid expense and other current assets	632,218	11,461	35,418	2,511	-	681,612
Total current assets	6,910,344	152,816	1,719,119	8,597,310	(839,027)	16,560,581
Investments	15,739,596	6,441,101	563,875	-	-	22,744,572
Property and Equipment, at Cost						
Land and improvements	4,429,495	-	-	315,692	-	4,745,187
Buildings and improvements	61,137,534	-	3,933,613	576,685	-	65,647,831
Furniture, fixtures and equipment	4,523,519	-	236,468	28,111	-	4,778,098
Vehicles	196,202	-	-	-	-	196,202
Construction in progress	1,865,487	-	-	151,328	-	2,016,815
Less accumulated depreciation	72,159,217	-	4,210,040	1,021,626	-	77,390,883
Mix property and equipment	36,858,195	-	1,652,109	124,480	-	38,634,784
Total property and equipment	35,394,002	-	3,567,971	847,146	-	39,709,119
Other Assets						
Deferred assets, net of accumulated amortization	256,816	-	9,557	-	-	266,373
Deferred compensation investments	30,764	-	-	-	-	30,764
Beneficial interest in perpetual trusts	1,969,094	-	25,000	-	-	1,994,094
Investment in Limited Partnership	-	-	-	-	(1,661,492)	(1,661,492)
Loan receivable, related party	1,661,492	-	-	-	-	1,661,492
Prepaid receivable	-	35,448	-	-	-	35,448
Other receivable	24,618	-	34,557	-	(1,661,492)	24,618
Total other assets	3,862,814	65,448	34,557	-	(1,661,492)	2,231,327
Total Assets	\$ 61,936,776	\$ 6,679,365	\$ 4,884,521	\$ 9,434,476	\$ (2,500,519)	\$ 80,434,619

LIABILITIES AND NET ASSETS

	Church Home of Hartford Incorporated	Serbury Charitable Foundation, Inc.	Serbury Memory Care Center, Inc.	Serbury at Home Inc.	Eliminations	Total
Current Liabilities						
Current portion of bonds payable	\$ 2,010,000	\$ -	\$ -	\$ -	\$ -	\$ 2,010,000
Current portion of loans payable	63,571	-	322,425	-	-	385,996
Accounts payable and accrued expenses	2,231,751	14,248	129,093	127,610	-	2,502,702
Accounts payable, related party	-	-	246,811	197,216	(819,027)	-
Entrance fee deposits	503,288	-	-	-	-	503,288
Total current liabilities	5,408,791	14,248	698,319	719,836	(819,027)	6,002,267
Annuitant Payable	-	503,539	-	-	-	503,539
Bonds Payable, Net of Current Portion	11,915,000	-	-	-	-	11,915,000
Loans Payable, Net of Current Portion	133,280	-	843,303	1,681,492	(1,681,492)	1,022,683
Deferred Compensation	50,764	-	-	-	-	50,764
Refundable and Nonrefundable Entrance Fees						
Entrance fees refunds payable	21,949,339	-	-	2,369,213	-	24,318,552
Nonrefundable deferred fees, net	16,064,060	-	-	5,070,159	-	21,134,219
Total refundable and nonrefundable deferred entrance fees	41,013,959	-	-	7,439,388	-	48,453,347
Interest Rate Swap Obligation	424,316	-	-	-	-	424,316
Total Liabilities	58,853,210	517,887	1,541,622	9,820,716	(2,500,519)	68,232,916
Net Assets						
Unrestricted	2,649	6,134,962	3,296,699	(186,240)	-	9,948,270
Temporarily restricted	741,794	26,216	-	-	-	768,010
Permanently restricted	2,339,693	-	-	-	-	2,339,693
Total net assets	3,083,536	6,161,478	3,296,699	(186,240)	-	12,155,673
Total Liabilities and Net Assets	\$ 61,936,776	\$ 6,679,365	\$ 4,884,521	\$ 9,434,476	\$ (2,500,519)	\$ 80,434,619

CHURCH HOME OF HARTFORD INCORPORATED AND SUBSIDIARIES
CONSOLIDATING SCHEDULE OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED SEPTEMBER 30, 2014

	Church Home of Hartford Incorporated			Seabury Charitable Foundation, Inc.			Seabury Memory Care Center, Inc.	Seabury at Home, Inc.	Eliminations	Total	
	Unrestricted	Temporarily Restricted	Permanently Restricted	Unrestricted	Temporarily Restricted	Total	Unrestricted	Unrestricted			
Revenues, Gains and Other Support											
Health center patients, net of contractuels	\$ 6,955,680	\$ -	\$ -	\$ 6,955,680	\$ -	\$ -	\$ -	\$ -	\$ (110,055)	\$ 6,845,625	
Health care services - Memory Care	2,506,410	-	-	2,506,410	-	-	-	-	(2,506,410)	-	
Assisted living services	-	-	-	-	-	-	3,956,056	-	(534,393)	3,421,663	
Resident services	10,360,415	-	-	10,360,415	-	-	-	-	-	10,360,415	
Home health revenue	857,400	-	-	857,400	-	-	-	521,520	-	1,378,920	
Seabury at Home revenue	-	-	-	-	-	-	-	378,975	(19,481)	359,494	
Services to Seabury at Home, Inc.	774,254	-	-	774,254	-	-	-	-	(774,254)	-	
Amortization of nonrefundable deferred fees	1,925,936	-	-	1,925,936	-	-	-	238,444	-	2,164,380	
Investment income	1,627,211	-	-	1,627,211	401,549	-	401,549	6,110	-	2,034,870	
Other income	775,482	-	-	775,482	112,390	-	112,390	83,133	34,292	822,227	
Contributions and gifts	-	-	-	-	52,108	6,311	58,419	-	-	58,419	
Contributions from the Seabury Charitable Foundation, Inc.	114,283	-	-	114,283	-	-	-	-	(114,283)	-	
Net assets released from restrictions	-	-	-	-	7,500	(7,500)	-	-	-	-	
Total revenues, gains and other support	25,897,071	-	-	25,897,071	573,547	(1,189)	572,358	4,045,299	1,173,231	(4,241,946)	27,446,013
Expenses											
Medical and other resident care	7,990,578	-	-	7,990,578	-	-	-	1,294,318	604,400	(1,903,274)	7,986,022
General and administrative	8,268,574	-	-	8,268,574	368,959	-	368,959	1,067,880	338,216	(1,897,101)	8,146,528
Dietary	2,456,320	-	-	2,456,320	-	-	-	434,544	-	(244,513)	2,646,351
Repairs and maintenance	2,259,595	-	-	2,259,595	-	-	-	257,179	-	(69,363)	2,447,411
Housekeeping and laundry	617,411	-	-	617,411	-	-	-	148,979	-	(127,695)	638,695
Interest expense, net	498,679	-	-	498,679	-	-	-	69,327	-	-	568,006
Depreciation and amortization	2,845,159	-	-	2,845,159	-	-	-	165,505	38,958	-	3,049,622
Total expenses	24,936,316	-	-	24,936,316	368,959	-	368,959	3,437,732	981,574	(4,241,946)	25,482,635
Income (Loss) from Operations	960,755	-	-	960,755	204,588	(1,189)	203,399	607,567	191,657	-	1,963,378
Change in Net Unrealized Gain on Investments	(132,387)	117,014	-	(15,373)	249,070	-	249,070	-	-	-	233,697
Change in Interest in Perpetual Trusts	-	-	31,456	31,456	-	-	-	-	-	-	31,456
Change in Interest Rate Swap Obligation	200,701	-	-	200,701	-	-	-	-	-	-	200,701
Change in Net Assets	1,029,069	117,014	31,456	1,177,539	453,658	(1,189)	452,469	607,567	191,657	-	2,429,232
Net Assets - Beginning of Year	(1,026,420)	624,780	2,307,637	1,905,997	5,681,304	27,705	5,709,009	2,689,332	(577,897)	-	9,726,441
Net Assets - End of Year	\$ 2,649	\$ 741,794	\$ 2,339,093	\$ 3,083,536	\$ 6,134,962	\$ 26,516	\$ 6,161,478	\$ 3,296,899	\$ (386,240)	\$ -	\$ 12,155,673

EXHIBIT C

PRO FORMA INCOME STATEMENTS

SOURCES AND USE OF FUNDS
Notes and Assumptions for Pro Forma Revenues and Expenses

REVENUE ASSUMPTIONS

Seabury is using an average occupancy rate of 96% for independent living apartments and cottages. A rate increase of 3.5% is suggested for Life Care contract holders. Our skilled nursing occupancy is projected at 97%, with a payer mix projected at 19 private pay, 17 continuing care contract holders, 6 Medicare and 16 Medicaid residents. A rate increase of 4% will establish a new daily fee of \$452 for skilled care private pay.

Views occupancy is projected to average 95%, with a 4 % rate increase suggested for the budget. The payer mix is projected to be 23 private pay, 15 continuing care contract holders, and 9 on Old Age Assistance. Earned entry fees are at \$1,725,000.

Budgeted staffing for FY 2015 is 269.81 FTEs, which is an increase of 3.69 FTEs from the FY 2014 budget. Total salaries are projected at \$12,647,615 for the 2015 operating budget.

EXPENDITURES

CHHI/Seabury's 2015 operating budget is projecting \$26,102,159 in expenses and \$25,485,510 in revenues, for a net negative balance on receipts over disbursements of (\$616,649) before capital expenditures. The Federal Accounting Standards Board, also known as FASB, issued an accounting pronouncement effective in 2014 that specified that we can no longer record earnings from the refundable portion of entrance fees. The effect of this accounting pronouncement is a reduction of \$675,000 to our budgeted earned entry fees revenue. Without this accounting change, our budgeted net income from operations for 2015 would be \$58,351. After capital expense, the budget shows a negative balance of (\$2,055,787).

CHURCH HOME OF HARTFORD INCORPORATED
 FORECASTED STATEMENTS OF REVENUE AND EXPENSES
 FOR THE YRS. ENDING SEPTEMBER 30, 2014 - 2019
 (IN THOUSANDS OF DOLLARS)

7/8/2014

	ESTIMATED ACTUAL 2014	BUDGET 2015	FORECAST 2016	FORECAST 2017	FORECAST 2018	FORECAST 2019
OPERATING REVENUES:						
MONTHLY FEES	\$8,325	8,414	\$8,708	\$9,013	\$9,329	\$9,655
EARNED ENTRY FEES	1,725	1,725	1,926	1,926	1,926	1,926
CONGREGATE REVENUE	1,412	1,335	1,364	1,414	1,465	1,528
HOME FOR AGED REVENUE	1,088	1,229	1,258	1,289	1,320	1,353
SKILLED NURSING	5,773	6,381	5,978	6,246	6,529	6,677
HOME HEALTH/AT HOME	1,650	1,894	1,932	1,971	2,010	2,050
MEADOWS ALSA SERVICES	3,073	3,174	3,237	3,302	3,368	3,436
OTHER REVENUE	1,352	1,061	1,082	1,104	1,126	1,148
INTEREST INCOME - ALL FUNDS	243	243	240	253	258	263
WATERMAN TRUST INCOME	28	29	29	29	29	29
TOTAL REVENUES	24,669	25,485	25,764	26,546	27,360	28,066
OPERATING EXPENSES:						
GENERAL AND ADMINISTRATIVE	4,517	5,045	5,146	5,249	5,354	5,461
MARKETING	744	728	743	757	773	788
SOCIAL SERVICES/RESIDENT SERVICES	1,025	1,054	1,075	1,097	1,119	1,141
HOUSEKEEPING/LAUNDRY	719	746	761	776	792	807
MAINTENANCE/PLANT/INSURANCE/REAL EST. TAX	3,067	2,906	2,964	3,023	3,084	3,146
FOOD SERVICES	2,455	2,609	2,661	2,714	2,769	2,824
HEALTH CARE	4,916	5,238	5,343	5,450	5,559	5,670
HOME HEALTH/AT HOME	1,523	1,613	1,645	1,678	1,712	1,746
MEADOWS ALSA SERVICES	2,606	2,728	2,783	2,838	2,895	2,953
DEPRECIATION / AMORTIZATION	2,881	3,004	3,098	2,781	2,677	2,559
INTEREST	499	431	363	290	215	138
TOTAL EXPENSES	24,952	26,102	26,581	26,654	26,946	27,232
OPERATING INCOME (LOSS)	(283)	(617)	(817)	(108)	414	834
LOSS ON EARLY EXTINGUISHMENT OF DEBT	0	0	0	0	0	0
NET INCOME (LOSS)	(283)	(617)	(817)	(108)	414	834
FUND BALANCE, BEGINNING OF YEAR	10,287	1,623	1,006	189	81	495
FUND BALANCE ADJ - LIABILITY ENTRANCE FEES	(8,381)	0	0	0	0	0
FUND BALANCE, END OF YEAR	\$1,623	\$1,006	\$189	\$81	\$495	\$1,329

CHURCH HOME OF HARTFORD INCORPORATED
 FORECASTED STATEMENTS OF CASH FLOW
 FOR THE YRS. ENDING SEPTEMBER 30, 2014 - 2019
 (IN THOUSANDS OF DOLLARS)

7/8/2014

	ESTIMATED ACTUAL 2014	BUDGET 2015	FORECAST 2016	FORECAST 2017	FORECAST 2018	FORECAST 2019
CASH FLOW FROM OPERATING ACTIVITIES:						
NET INCOME (LOSS)	(283)	(617)	(817)	(108)	414	834
ADJUSTMENTS:						
DEPRECIATION/AMORTIZATION	2,881	3,004	3,098	2,781	2,677	2,559
EARNED ENTRY FEES	(1,725)	(1,725)	(1,926)	(1,926)	(1,926)	(1,926)
ENTRY FEES RECEIVED	4,567	4,793	5,016	5,241	5,467	5,696
ENTRY FEES REFUNDED	(2,080)	(2,177)	(2,283)	(2,379)	(2,461)	(2,526)
CHANGES IN CURRENT LIABILITIES	92	29	27	30	29	28
CHANGES IN CURRENT ASSETS	(789)	508	(96)	(99)	(103)	(106)
NET CASH PROVIDED FROM OPERATING ACTIVITIES	2,663	3,815	3,019	3,540	4,097	4,559
CASH FLOW FROM INVESTING ACTIVITIES:						
LOAN PAYMENT FROM SEABURY AT HOME	39	96	0	0	0	0
LOAN PAYMENT COTTAGE 102	10	9	10	9	6	0
LOAN RECEIVABLE COTTAGE 102	0	0	0	0	0	0
CAPITAL IMPROVEMENTS AND EQUIPMENT	(1,940)	(1,439)	(2,584)	(633)	(659)	(499)
SALE OF WINTONBURY AVENUE HOUSE	0	0	0	0	0	0
CONSTRUCTION IN PROGRESS COTTAGES	0	0	0	0	0	0
CONSTRUCTION IN PROGRESS CAMPUS EXPANSION	(1693)	0	0	0	0	0
NET CASH USED IN INVESTING ACTIVITIES	(3,584)	(1,334)	(2,574)	(624)	(653)	(499)
CASH FLOW FROM FINANCING ACTIVITIES:						
AMORTIZATION OF BOND DISCOUNT	0	0	0	0	0	0
PAYMENT OF PREVIOUS BONDS	0	0	0	0	0	0
TD BANK BONDS	0	0	0	0	0	0
REPAYMENT OF BOND DEBT	(1,955)	(2,020)	(2,090)	(2,170)	(2,240)	(2,315)
REPAYMENT OF CL&P DEBT	(51)	(64)	(63)	(64)	(6)	0
CHANGE IN DEFERRED COSTS	0	0	0	0	0	0
LOSS ON EARLY EXTINGUISHMENT OF DEBT	0	0	0	0	0	0
NET CASH USED IN FINANCING ACTIVITIES	(2,006)	(2,084)	(2,153)	(2,234)	(2,246)	(2,315)
MISCELLANEOUS ADJUSTMENT	16	0	0	0	0	0
ANNUAL CASH FLOW	(2,911)	397	(1,708)	682	1,198	1,745
CASH BEGINNING OF YEAR	19,150	16,239	16,636	14,928	15,610	16,808
CASH END OF YEAR*	16,239	16,636	14,928	15,610	16,808	18,553

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

GROWTH RATE ASSUMPTIONS

7/8/2014

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
<u>Rate Increases:</u>					
ILU	3.5%	3.5%	3.5%	3.5%	3.5%
Congregate	4%	4%	4%	4%	4%
HFA	4%	4%	4%	4%	4%
Nursing	4%	4%	4%	4%	4%
Other Income	2%	2%	2%	2%	2%
Entrance Fees	2%	2%	2%	2%	2%
<u>Interest Income:</u>					
Marketable Securities	3%	3%	3%	3%	3%
Operating Accounts	0.1%	0.1%	0.1%	0.1%	0.1%
<u>Expenses:</u>					
Salaries	2%	2%	2%	2%	2%
Other	2%	2%	2%	2%	2%

Projected occupancy is 96% for ILU, 95% 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>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Congregate/HFA	15	2	0	0	0	-1
Nursing	20	5	-1	-1	-1	0

Church Home of Hartford Incorporated
Monthly/Daily Fee Increases

<u>Budget Year</u> <u>Ending 9/30</u>	<u>Seabury</u> <u>ILU</u> <u>% Increase</u>	<u>Seabury</u> <u>SNF</u> <u>% Increase</u>	<u>Seabury</u> <u>AL</u> <u>% Increase</u>	<u>Seabury</u> <u>Meadows</u> <u>% Increase</u>	<u>Seabury</u> <u>At Home</u> <u>% Increase</u>
1994	5.0	5.0	5.0		
1995	5.0	7.0	6.0		
1996	4.0	4.0	0.0		
1997	5.0	6.0	5.5		
1998	3.5	5.0	3.25		
1999	2.0	2.9	2.9		
2000	2.0	2.9	2.9		
2001	3.0	3.0	3.0		
2002	5.0	5.0	5.0		
2003	3.0	2.9	6.6		
2004	4.0	4.0	4.0		
2005	2.0	3.0	3.0	3.0	
2006	4.5	4.5	4.5	4.0	
2007	5.5	5.5	5.5	4.0	
2008	4.0	4.0	4.0	3.0	
2009	3.0	3.0	3.0	3.0	
2010	4.0	5.0	5.0	5.0	0.0
2011	3.0	5.0	3.0	3.0	0.0
2012	2.5	2.0	2.5	0.0	0.0
2013	3.0	3.0	3.0	3.0	2.0
2014	3.5	4.0	4.0	3.5	2.0
2015	3.5	4.0	4.0	4.0	2.0
Average last five years	3.1	3.6	3.3	2.7	1.2
Average since inception	3.6	4.1	3.9	3.2	1.0

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 B dropped 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%

Fee Schedule

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.

COTTAGES	Single Entrance Fee	Double Entrance Fee	Single Monthly Fee	Double Monthly Fee
The Griffin* 1Bedroom/1Bath	\$140,820	\$199,335	\$3,165	\$4,268
The Cadwell* 2Bedroom/2Bath	\$256,236	\$319,857	\$4,414	\$5,517
The Bidwell* Deluxe 2Bedroom/2Bath	\$309,324	\$372,945	\$5,230	\$6,333
The Talcott* 2Bedroom/Den/2-1/2 bath	\$380,554	\$444,175	\$6,444	\$7,547
The Heublein** 2Bed/2Bath/ 2 Car Garage	\$415,806	\$476,361	\$6,501	\$7,604
APARTMENTS				
The Ely Studio	\$98,706	N/A	\$2,390	N/A
The Batterson I & II 1Bedroom/1Bath	\$132,528	\$191,043	\$2,931	\$4,034
The Loomis I & II 1 Bedroom/Den/1Bath	\$192,866	\$256,483	\$3,485	\$4,588
The Goodwin 2Bedroom/2Bath	\$207,604	\$271,223	\$3,781	\$4,884
The Newberry 2Bedroom/2Bath	\$237,892	\$301,511	\$4,244	\$5,347
The Filley* Deluxe 1Bedroom/Den/1-1/2Bath	\$276,796	\$340,416	\$4,595	\$5,698
The Prosser 2Bedroom/2Bath	\$278,075	\$341,695	\$4,744	\$5,847
The Barnard 2Bedroom/Den/2Bath	\$282,536	\$346,155	\$4,761	\$5,864
The Wintonbury 2Bedroom/Den/2Bath	\$286,526	\$350,199	\$4,838	\$5,941
The Griswold* 2Bedroom/2Bath/Garage Space	\$302,444	\$366,065	\$4,890	\$5,993
The Petersen* 2Bedroom/Den/2Bath/Garage Space	\$374,044	\$435,810	\$6,182	\$7,285

10/15 *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 and a two-car garage.

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

Fee Schedule

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.

COTTAGES	Single Entrance Fee	Double Entrance Fee	85% Refund		Single Monthly Fee	Double Monthly Fee
			Single	Double		
The Griffin* 1Bedroom/1Bath	\$246,315	\$303,127	\$209,368	\$257,658	\$2,329	\$3,432
The Cadwell* 2Bedroom/2Bath	\$415,738	\$477,504	\$353,377	\$405,878	\$3,280	\$4,383
The Bidwell* Deluxe/2Bedroom/2Bath	\$507,672	\$569,441	\$431,521	\$484,025	\$3,869	\$4,972
The Talcott* 2Bedroom/Den/2-1/2 Bath	\$623,729	\$685,497	\$530,170	\$582,672	\$5,230	\$6,333
The Heublein** 2Bed/2Bath/2 Car Garage	\$665,080	\$725,635	\$565,318	\$616,790	\$5,276	\$6,379
APARTMENTS						
The Ely Studio	\$160,515	N/A	\$136,438	N/A	\$1,766	N/A
The Batterson I & II 1Bedroom/1Bath	\$222,089	\$278,899	\$188,776	\$237,064	\$2,161	\$3,264
The Loomis I & II 1Bedroom/Den/1Bath	\$303,504	\$365,272	\$257,978	\$310,481	\$2,579	\$3,682
The Goodwin 2Bedroom/2Bath	\$349,503	\$400,865	\$297,078	\$340,735	\$2,805	\$3,908
The Newberry 2Bedroom/2Bath	\$390,240	\$452,007	\$331,704	\$384,206	\$3,157	\$4,260
The Filley* Deluxe1Bedroom/Den/1-1/2Bath	\$452,640	\$514,407	\$384,744	\$437,246	\$3,656	\$4,759
The Prosser 2Bedroom/2Bath	\$456,296	\$518,062	\$387,852	\$440,353	\$3,525	\$4,628
The Barnard 2Bedroom/Den/2Bath	\$463,635	\$525,402	\$394,090	\$446,592	\$3,528	\$4,631
The Wintonbury 2Bedroom/Den/2Bath	\$469,585	\$531,352	\$399,147	\$451,649	\$3,585	\$4,688
The Griswold* 2Bedroom/2Bath/Garage Space	\$485,084	\$546,851	\$412,321	\$464,823	\$4,014	\$5,117
The Petersen* 2Bedroom/Den/2Bath/Garage Space	\$620,037	\$681,804	\$527,031	\$579,533	\$4,927	\$6,030

10/15 *These residences may have existing fireplaces. If fireplaces are not in place, one may be added at the resident's expense.

** These residences have fireplaces, stone counters, upgraded flooring, and a two car garage.

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

SCHEDULE OF CHARGES (Effective 11/01/15)

ASSISTED LIVING SERVICES (ALSA)

- Fees described in the brochure available at the Wellness Clinic Desk (Attached)

BEAUTY SALON

- See attached (Charges also posted outside salon)

CARPORT

- \$65 per month

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

\$65 per night/per room

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 11/01/15)

KEYS

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

MEAL DELIVERY.

- **\$4 Tray delivery service**

NAME TAGS

- \$7 replacement fee

SPECIAL ACTIVITIES

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

TRANSPORTATION

- \$20 per hour outside of designated areas
- \$7.00/8.50/10.00 transportation charge for special activities (varies on distance)
- **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 ITN (Independent Transportation Network-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 11/01/15)

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.

MASSAGE THERAPY

- \$30.00 for 30 minute massage
- \$60.00 for 60 minute massage

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 8am 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, \$35

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
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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
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Mobile

<ul style="list-style-type: none"> • Phone setup and maintenance • Tablet setup and maintenance 	
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The Assisted Living Services Nurse coordinates with you and your physician a personalized Assisted Living program in your cottage, apartment or in The Views.

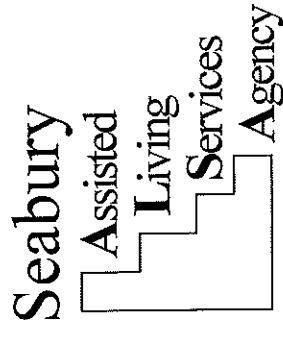
When indicated, Seabury will assess the resident's needs for Licensed Home Health Services if Medicare coverage is indicated.

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

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

Services provided by a Companion

- Household services \$ 30.00 / hour from 7 a.m.- 3 p.m. 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
New price list as of November 1, 2015

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

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 Bank of America. The original agreement, with any amendments attached thereto, is still in effect per Section 11 of the Agreement.

STANDARD FORM TO CONFIRM ACCOUNT BALANCE INFORMATION WITH FINANCIAL INSTITUTIONS

Church Home of Hartford Incorporated

ORIGINAL
To be mailed to accountant

Financial Institution's Name and Address Exeter Trust Company
Attention: Account Administration
155 Fleet Street
Portsmouth, NH 03801

We have provided to our accountants the following information as of the close of business on September 30, 2014, regarding our deposit and loan balances. Please confirm the accuracy of the information, noting any exceptions to the information provided. If the balances have been left blank, please complete this form by furnishing the balance in the appropriate space below.* Although we do not request nor expect you to conduct a comprehensive, detailed search of your records, if during the process of completing this confirmation additional information about other deposit and loan accounts we may have with you comes to your attention, please include such information below. Please use the enclosed envelope to return the form directly to our accountants.

1. At the close of business on the date listed above, our records indicated the following deposit balance(s):

ACCOUNT NAME	ACCOUNT NO.	INTEREST RATE	BALANCE*
Church Home of Hartford Inc.	50-CD5604	N/A	14,703,310.54 1200 C
Please also provide a copy of the "Client Statement" for the period October 1, 2013 – September 30, 2014			

2. We were directly liable to the financial institution for loans at the close of business on the date listed above as follows:

ACCOUNT NO./ DESCRIPTION	BALANCE*	DUE DATE	INTEREST RATE	DATE THROUGH WHICH INTEREST IS PAID	DESCRIPTION OF COLLATERAL

Michael J. Jurczik
(Customer's Authorized Signature)

9/30/14
(Date)

The information presented above by the customer is in agreement with our records. Although we have not conducted a comprehensive, detailed search of our records, no other deposit or loan accounts have come to our attention except as noted below.

Catherine Estofan
(Financial Institution Authorized Signature)

10/21/14
(Date)

Account Administrator
(Title)

EXCEPTIONS AND/OR COMMENTS

Please return this form directly to our accountants:

Blum Shapiro & Company, P.C.
ATTN: Michael Jurczik
29 South Main Street
P.O. Box 272000
West Hartford, CT 06127-2000

* Ordinarily, balances are intentionally left blank if they are not available at the time the form is prepared.

FUNDS TRANSFER AGREEMENT

Client Name of Hartford Bank, (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.

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
 - f. Client teaching, wellness counseling, health promotion and disease prevention
 - B. Regularly scheduled meal service for three (3) meals per day
 - C. Regularly scheduled laundry service for personal and flat linens
 - D. Regularly scheduled transportation for personal shopping, social and recreational events, health care appointments and similar needs
 - E. Regularly scheduled housekeeping services
 - F. Maintenance Services for residents' living units, including core services for routine domestic tasks that the client is unable to perform
 - G. A program of social and recreational opportunities

Resident's Bill of Rights

H. 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 fifteen (15) working days prior to the date such changes become effective.

2. Clients can be admitted if:

A. They have a diagnosis of dementia, 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 Director of Wellness at 860 726-0200.

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.

Resident's Bill of Rights

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

Hospital and Medical Care Division

410 Capitol Avenue, MS#12HSR

Hartford, CT06134-0308

Phone Number: (860) 509-7400

Residents' Bill of Rights

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.

Residents' Bill of Rights

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.

