



An Active Life Plan Community

January 31, 2022

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

Dear Rich:

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

The changes in Seabury's 2022 Disclosure Statement incorporate the following:

The Board of Directors' changes in membership has been reflected in **Section II Officers and Directors** and **Executive Management Team** in **Section III**.

**Section XIX Financial Statements** include the 2020-2021 audited and certified financial statements.

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

**Exhibit A, Residence & Care Agreement, Section I, #2, Acceptance to Seabury**, has been updated to include language about one's physical evaluation at admission that may necessitate a higher entrance fee.

**Exhibit A, Residence & Care Agreement, Section II, Our Responsibilities to You as a Resident, #4 and #17**, has been updated to state that while Seabury encourages Electric Vehicles, the cost for installing the charging station, meter, and electricity will be at the Resident's expense.

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

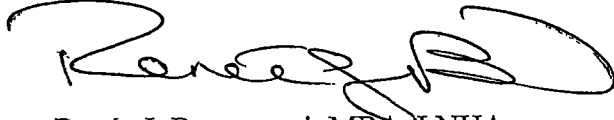


**Exhibit D, Entrance Fees/Periodic Changes**, has been revised to include new fee plans.

These are the only material changes to the Disclosure Statement from the January 2021 filing to our January 2022 filing.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Renée J. Bernasconi". The signature is fluid and cursive, with a large, sweeping initial "R" and "B".

Renée J. Bernasconi, MBA, LNHA  
President & CEO

**ACKNOWLEDGMENT OF RECEIPT**

**SEABURY**

**DISCLOSURE STATEMENT**

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

**I acknowledge that I have reviewed the above statement as well as the Seabury Disclosure Statement and Residency Agreement.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Seabury Staff Signature**

\_\_\_\_\_  
**Date**



# DISCLOSURE STATEMENT

## SEABURY

Sponsored by Seabury, Incorporated

January 2022

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

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



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**1. NAME AND ADDRESS OF PROVIDER**

**CHURCH HOME OF HARTFORD, INCORPORATED**

d/b/a

**SEABURY**

200 Seabury Drive  
Bloomfield, CT 06002

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

**VISION**

To Revolutionize the Experience of Aging.

**MISSION**

Seabury Enhances Lives.

**VALUES STATEMENT**

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

## I. OFFICERS AND DIRECTORS

Church Home of Hartford, Incorporated, a non-profit corporation affiliated with the Episcopal Church in Connecticut, was established in 1876 as a retirement home for women. Seabury, Incorporated/Church Home's Board of Directors, who are responsible for managing Seabury, is listed below. No individuals or other entities hold any ownership interest in the corporation.

### BOARD OF DIRECTORS

<p style="text-align: center;"><b>The Right Rev. Ian T. Douglas</b>  <b>Ecclesiastical Authority, Ex Officio</b>                      Episcopal Diocesan House                      290 Pratt Street, Box 52                      Meriden, CT 06450                      203-639-3501                      E-mail: <a href="mailto:itdouglas@episcopalct.org">itdouglas@episcopalct.org</a></p>	<p style="text-align: center;"><b>BISHOP'S REPRESENTATIVE, Ex Officio</b>  <b>The Reverend Anne Fraley</b>                      St. Peter's Episcopal Church                      99 Sand Hill Road                      South Windsor, CT 06074                      860-644-8548 (O)                      E-mail: <a href="mailto:wolfdance9@gmail.com">wolfdance9@gmail.com</a></p>
<p style="text-align: center;"><b>Mr. Bradford S. Babbitt</b>                      Robinson &amp; Cole LLP                      280 Trumbull Street, Hartford, CT 06103                      860-275-8209 (O)                      860-275-8299 (Fax)                      E-mail: <a href="mailto:bbabbitt@rc.com">bbabbitt@rc.com</a></p>	<p style="text-align: center;"><b>Ms. Eleanor Barnes</b>                      Morgan Stanley Wealth Management                      225 Asylum Street, 14th Floor                      Hartford, CT 06103                      860-275-0746 (O)                      860-392-6133 (F)                      E-mail: <a href="mailto:Eleanor.barnes67@icloud.com">Eleanor.barnes67@icloud.com</a></p>
<p style="text-align: center;"><b>Ms. Cynthia Becker</b>                      237 Hollister Drive                      Avon, CT 06001                      860-751-9500                      E-mail: <a href="mailto:cbecker16@netzero.net">cbecker16@netzero.net</a></p>	<p style="text-align: center;"><b>Ms. Renée J. Bernasconi *(Non-Director)</b>  <b>President</b>                      Seabury                      200 Seabury Drive                      Bloomfield, CT 06002                      E-mail: <a href="mailto:reneebernasconi@seaburylife.org">reneebernasconi@seaburylife.org</a>                      *Voice but no vote</p>
<p style="text-align: center;"><b>Ms. Linda Berry</b>                      343 Seabury Drive                      Bloomfield, CT 06002                      860-521-9709                      E-mail: <a href="mailto:lindaberry343@gmail.com">lindaberry343@gmail.com</a></p>	<p style="text-align: center;"><b>Mr. Robert W. Burnett</b>                      354 Old Mountain Road                      Farmington, CT 06032                      860-677-9641                      Email: <a href="mailto:Robert.burnett@comcast.net">Robert.burnett@comcast.net</a></p>

<p><b>Dr. Jonathan A. Dixon</b>  <b>Director Emeritus</b>  7 Fernwood Road  West Hartford, CT 0119  860-748-7865  E-mail: <a href="mailto:jadixon44@gmail.com">jadixon44@gmail.com</a>  *Voice but no vote</p>	<p><b>Mr. Robert Hewey</b>  307 Seabury Drive Bloomfield, CT 06002  860-578-9678 (H)  860-643-5701 (Cell)  E-mail: <a href="mailto:boltonbob@aol.com">boltonbob@aol.com</a></p>
<p><b>* Mr. A. Raymond Madorin</b>  <b>Director Emeritus</b>  6405 Via Canada  Rancho Palos Verdes, CA 90275  860-573-3998 (Cell)  E-mail: <a href="mailto:ray.madorin@gmail.com">ray.madorin@gmail.com</a>  *Voice but no vote</p>	<p><b>Mr. Ross Mezzanotte</b>  KBE Building Corp.  76 Batterson Park Road  Farmington, CT 06032  860-250-1542 (Cell)  E-mail: <a href="mailto:rmezzanotte@kbebuilding.com">rmezzanotte@kbebuilding.com</a></p>
<p><b>Ms. Monique R. Polidoro, Esq.</b>  Rogin Nassau LLC  CityPlace I, 22nd Floor  185 Asylum Street  Hartford, CT 06103-3460  860-256-6358 (O)  E-mail: <a href="mailto:mpolidoro@roginlaw.com">mpolidoro@roginlaw.com</a></p>	<p><b>The Rev. Erl G. Purnell</b>  <b>Board Chair</b>  12 Pine Glen Road  Simsbury, CT 06070  860-508-1898 (Cell)  E-mail: <a href="mailto:puckpurnell@mac.com">puckpurnell@mac.com</a></p>
<p><b>Mr. Craig Scott</b>  <b>Treasurer</b>  Aero Gear, Inc.  1050 Day Hill Road Windsor, CT 06095  860-688-0888 ext. 130 (O)  860-285-8514 (Fax)  E-mail: <a href="mailto:cwscott5@hotmail.com">cwscott5@hotmail.com</a></p>	<p><b>Mr. Michael Sherrill</b>  Cigna  900 Cottage Grove  Bloomfield, CT 06002  860-226-2596 (O)  E-mail: <a href="mailto:hilsherrill@comcast.net">hilsherrill@comcast.net</a></p>
<p><b>Mr. Ronald Theriault</b>  OneDigital Health and Benefits  5 Batterson Park Road, Suite 1  Farmington, CT 06032  860-712-4747  E-mail: <a href="mailto:rtheriault@onedigital.com">rtheriault@onedigital.com</a></p>	<p><b>Dr. Russ Tonkin</b>  610 Inlet Lane Windsor, CT 06095  860-463-0107 (Cell)  E-mail: <a href="mailto:rtonks@aol.com">rtonks@aol.com</a></p>



<p><b>Mr. John R. Wadsworth</b>  <b>Secretary</b>  292 Fern Street  West Hartford, CT 06119  860-810-4356  E-mail: <a href="mailto:29Wadsworth@comcast.net">29Wadsworth@comcast.net</a></p>	
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**President & CEO Renée J. Bernasconi, LNHA, MBA is responsible for the day-to-day management of the organization. Length of service: 25 years**

### III. EXECUTIVE MANAGEMENT TEAM

<p>Renée J. Bernasconi, LNHA, MBA  <b>President &amp; Chief Executive Officer</b>  Length of service: 25 years</p>	<p>Ruslan Kuzmenko, CPA  <b>Chief Financial Officer &amp; Vice President, Finance</b>  Length of service: 7 years</p>
<p>Jacob S. Bompastore, LNHA  <b>Vice President of Health Services, Administrator, Skilled Nursing</b>  Length of service: 2.5 years</p>	<p>Michael W. Oakes  <b>Chief Operating Officer &amp; Vice President, Engineering</b>  Length of service: 3 years</p>
<p>Gwynne C. Deveau, PHR, SHRM-CP  <b>Vice President, Human Resources</b>  Length of service: 13 years</p>	<p>Renaud Le Pape  <b>Assistant Vice President, Information Technology</b>  Length of service: 6 years</p>
<p>Christine T. Dupont  <b>Vice President, Marketing &amp; Communications</b>  Length of service: 8 years</p>	<p><b>Vice President, Resident &amp; Member Services</b>  Vacant</p>

### IV. BUSINESS EXPERIENCE

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

## V. CORPORATE RESTRUCTURING

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

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

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

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

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

## **VI. JUDICIAL PROCEEDINGS**

Seabury, Incorporated and Church Home of Hartford, Incorporated, nor any of its officers or directors, 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 Church in Connecticut (ECCT) and is recognized as an Intentional Episcopal Community; however, the ECCT has no responsibility for the financial and contractual obligations of Church Home of Hartford, Incorporated.

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

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

The Board of Directors for both Seabury At Home, Inc. and the Seabury Charitable Foundation, Inc. developed a joint Limited Liability Corporation (Seabury at Powder Forest, LLC). This LLC was formed to purchase 15 acres of land at 200 Powder Forest Drive, Simsbury, CT. Each corporation will assume half the debt, which is merely the transfer of cash investment to land investment. This land is for future development of a second satellite campus.

## VIII. DESCRIPTION OF PROPERTY

Seabury is an Active Life Plan Community (formerly known as a Continuing Care Retirement Community), providing housing, services, and health care. The Community is 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, chapel, salon and spa, bistro, community rooms, convenience shop, exercise rooms, library, game room, greenhouse, woodshop, community and private dining rooms, food preparation, maintenance, housekeeping, and laundry.
- Apartment Building – 217 apartments include studios, one- and two-bedroom and two bedrooms with a den.
- Cottage Clusters - 27 cottages include one- and two-bedroom and two bedrooms with a den, and 5 villas that are two-bedrooms with a den.
- Davis Center, Brewer Center and Larus Center (short-term rehabilitation) – 72 skilled nursing care beds.
- The Views – 58 assisted living beds, 22 of which are licensed Residential Care Facility beds.

- Rehabilitation Services – Physical, Occupational and Speech therapies.
- The Hartford Healthcare (HHC) Primary Care Suite – On the premises where residents and members may be examined and treated as outpatients. Staffed by nurses and physicians from HHC who have scheduled office hours at the clinic.
- Seabury Meadows – 58 beds, Memory Support/Assisted Living facility. There are 14 licensed Residential Care Facility beds.

The total number of independent living apartments and cottages is 249 and includes underground parking, natatorium, and fitness centers.

- Seabury At Home Incorporated (SAHI) – Office suite located at 200 Seabury Drive.
- Visiting Nurses – Seabury Visiting Nurses, a licensed Home Care Agency was dissolved in 2020. A Home Care Agency of your choice 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 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 consisted of several phases of work which expanded, updated, and enhanced the existing campus. Construction of the project commenced in April 2015, and was completed in April 2019.

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

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

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

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

Phase C included a new building addition for Seabury's Community Outreach Services (Seabury At Home, Seabury Care Now, and former Seabury Visiting Nurses), Primary Care (rental space), and specialized rehabilitation services. This addition included a new dedicated entry for health care, renovation of existing spaces to accommodate updated and new Assisted Living Apartments (20 one-bedrooms and 2 two-bedrooms (addition of two apartments), and updated dining, kitchen, and new fitness, living/activity spaces in Assisted Living.

Phase C also included 12 new short-term rehab private rooms (non-Medicaid), updated rooms, living/family rooms, salon, dining, and pantry spaces for skilled nursing. Expansion of the existing Rehab and Therapy Suite were included. The Clinic Suite was also included in this phase, as well as a new employee entrance.

Seabury plans to combine 28 West Wing residences (28 to 14 apartments), which will reduce its overall inventory.

On November 7, 2019, the Board approved the Strategic Plan for the “100” Cottages, which included demolishing six cottages, a carport, and a mail kiosk and constructing two new structures, each containing 12 apartments and a clubhouse. Paving work on Seabury Drive will be included as part of this project.

The start of construction is contingent on several items, including the appropriate level of pre-sales (60%) deposits (10% of the entrance fee per residence) for Independent Living Apartments, financing, Financial Consultant’s Report, and Guaranteed Maximum Price construction contract with a qualified construction firm and Board approval.

It is anticipated the project will be funded with a bank loan. The total project cost is expected to be approximately \$15 million. The anticipated entrance fees collected during fill-up is estimated to be \$10 million. As required by the bond issue, all first-generation Entrance Fees are pledged to retire the debt. The remaining \$5M will be retired after approximately five years.

Construction of the project was put on hold in March 2020 and again in March 2021 due to the COVID-19 Pandemic and will commence when possible. The anticipated construction time is 12 months.

Approximately \$1.3M per year is expected as revenue for these new residences after the retirement of debt. This project will not negatively impact monthly service fees.

## **X. BENEFITS INCLUDED**

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

## **XI. INTEREST ON DEPOSITS**

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

## **XII. TERMINATION OF CONTRACT**

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

## **XIII. RIGHTS OF SURVIVING SPOUSE**

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

## **XIV. MARRIAGE OF A RESIDENT**

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

## **XV. DISPOSITION OF PERSONAL PROPERTY**

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



## **XVI. TAX CONSEQUENCES**

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

## **XVII. MANAGED RESIDENTIAL COMMUNITY RESIDENTS' BILL OF RIGHTS**

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

## **XVIII. RESERVE FUNDING AND ESCROWS**

### **RESERVE FUND ESCROW:**

Funds have been set aside in an endowment fund with Ziegler Capital Management, LLC, with sufficient funds to cover the total cost of operations of the facility for a one-month period, excluding long-term debt principal service. Ziegler Capital Management was formed in 1991 as the investment management division of the Ziegler Companies.

### **ENTRANCE FEE ESCROW:**

Church Home of Hartford, Incorporated (CHHI) has established an entrance fee escrow account with Bank of America Private Bank, One Riverview Square, 101 East River Drive, 4<sup>th</sup> Floor, CT2-550-04-01, East Hartford, CT 06108, (Telephone 860-244-4887), 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 CHHI. Refund procedures are described in the "Termination and Refunds" section of the Residence and Care Agreement (Exhibit A).

## **XIX. FINANCIAL STATEMENTS**

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

## **XX. PRO FORMA FINANCIAL STATEMENTS**

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

## **XXI. ENTRANCE FEES/PERIODIC CHARGES**

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

## **XXII. DEPARTMENT OF SOCIAL SERVICES – FILINGS**

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

**EXHIBIT A**

**RESIDENCE & CARE AGREEMENT**

## RESIDENCE AND CARE AGREEMENT

# SEABURY

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

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

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SEABURY  
RESIDENCE AND CARE AGREEMENT

I. INTRODUCTION

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

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

2. Acceptance to Seabury

As a condition of residence at Seabury, applicants are required to be at least fifty (50) years of age or older, financially qualify, and provide a recent medical history. A physical evaluation must be completed within ninety (90) days before occupancy by medical professionals designated by Seabury. Based on this health information, Seabury may determine that you are required to pay a higher entrance fee for life care in order to accommodate you for specific diagnoses, medical status, and personal health history that are considered a future long-term care liability. Applicable fees will be stated in Exhibit A. Seabury will comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the HITECH Act of 2009, and amendments under the new HIPAA Omnibus Rule of 2013. Your consent to share medical information for the purpose of treatment and billing will be required as a resident of Seabury. As a further condition of residence at Seabury, applicants are required to qualify financially immediately prior to occupancy. You or Seabury may terminate this Agreement prior to occupancy as set forth in Section VII of this Agreement. If this Agreement is terminated for health reasons, Seabury will assist you and your family to identify possible alternatives.

3. Term of This Agreement

This Agreement takes effect once all parties have signed it.

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

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

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

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

Your right to occupancy ends on the Termination Date.

## II. OUR RESPONSIBILITIES TO YOU AS A RESIDENT

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

1. Apartment or Cottage - You have the right to occupy and use the apartment or cottage selected by you and offered by us subject to certain conditions as hereinafter provided.
2. Furnishings - We will furnish wall-to-wall carpeting or comparable flooring, blinds, sink, stove, garbage disposal, refrigerator, dishwasher, microwave, emergency call system, grab bars in the tub and/or shower, and individual thermostatic controls for heating and air-conditioning. All other furnishings shall be provided by you.
3. Structural Changes - Any structural or physical change of any kind within or about your Independent Living Apartment or Cottage shall require our prior approval, and thereafter may be subject to our supervision. The cost of any changes you request, and the cost of restoring the Independent Living Apartment or Cottage to its 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. While Seabury encourages Electric Vehicles (EV), an EV will necessitate the installation of an EV charging station and meter at your expense. The cost of any electricity will be billed to you at Seabury's then-current electric rate.

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



will be provided per month. You may purchase additional meals for an extra charge.

- When you give Seabury advance notice that you are going to be away from Seabury for more than seven (7) consecutive days, you will be credited for the missed meals, according to a schedule periodically published by Seabury (the "Away Meal Credit"). The Away Meal Credit only applies to the Full-Meal Plan and the Reduced-Meal Plans.

c) No-Meal Plan: a credit based on 50% of the raw food costs will be applied to the monthly fee. Meals in the Main Dining Room will be charged at the full rate. Meals in the Bistro are on an ala- carte basis.

- Seabury will periodically publish a schedule of "meal rates" to establish the cost of such additional meals. You may purchase Marketplace grocery items separately.
  - Meals in Independent Living Apartment or Cottages - Tray service is available to you in your independent Apartment or Cottage for an additional charge.
  - Dietary Service - When authorized by us, meals accommodating special diets will be provided at an additional charge.
  - Dining Room Services for Guests - Dining room and Bistro service will be available to your guests. Guests will be charged for meals at the currently published meal rate and charges for such meals will be applied toward your Full or Reduced Meal Plans or will be included in your monthly service charge statement (referred to as the "Monthly Statement").
10. Housekeeping - Housekeeping services shall be provided in your Independent Living Apartment or Cottage by Seabury on a bi-weekly basis. These housekeeping services include vacuuming, floor maintenance, necessary cleaning of bathroom and kitchen, and other such tasks we deem necessary under the circumstances. Additional housekeeping services are available for a fee.
  11. Laundry - Seabury will provide washers and dryers for your use.
  12. Security - Seabury will use reasonable care in providing security on the premises for you and your property but will not be responsible for loss or damage to personal property. You should maintain private insurance on your own property.

13. Programs - Seabury will provide programs of social and recreational events/activities. Religious services will be available for interested persons. There may be an additional charge for some programs.
14. Transportation - Seabury will provide regularly scheduled local transportation to doctors' appointments and shopping. This does not include transportation for dialysis or frequent appointments recurring over a set period of time. Residents will be charged for transportation to off-site Physicians or other, non-nursing health professionals if services are provided at Seabury. There is no obligation to use the Hartford Healthcare 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. If a private aide is necessary to accompany you for transport, you will be charged. Additional special transportation for personal or group use, and trips will be available at an additional cost.
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 –shall provide utilities such as water, heating, electricity, air conditioning, Wi-Fi internet access, 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 (landline or cell phone) 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. While Seabury encourages Electric Vehicles (EV), an EV will necessitate the installation of an EV charging station and meter at your expense. The cost of any electricity will be billed to you at Seabury's then-current electric rate.

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 the 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 will maintain personal-property insurance for the purpose of protecting against such losses. In the case where insurance has not been maintained, Seabury is not responsible for the replacement of personal property.
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. All changes to insurance plans must be reported to Seabury within 30 days of the change and copies of insurance card(s) with the policy information provided within the same time frame.

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.

The aforementioned insurance requirements must be maintained throughout the term of this Agreement. If you do not comply with the aforementioned insurance requirements at any time during the term of this Agreement, you acknowledge and agree that Seabury shall have the right to, as permitted by applicable law, bill you directly for services not reimbursed by insurance.

If at any time you become entitled to payments for health services from governmental agencies, you agree to make a 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 another 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 a 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 the continued management of your financial affairs may make you unable to meet your financial obligations to Seabury. Failure to comply with the requirements of this Paragraph may cause you to be ineligible for the subsidy assistance described in Section V, Paragraph 5 of this Agreement.

17. Financial Statements - Just as you have provided to Seabury a financial statement as part of the admissions process, you agree to continue to provide financial statements, including copies of your federal, state, and gift tax returns, insurance information, or other financially related information as requested by Seabury.
18. Representations Made by You in Connection With Application for Residency - Your application and the statements of your finances and health history which you filed with Seabury are incorporated into this Agreement, and all statements therein are deemed to be true as of the date made. You represent and warrant that there have been no material changes in the information provided since the date of application. Any material misstatement, or any material omission to state a fact called for, may result in the termination of this Agreement by Seabury.
19. Power of Attorney; Arrangements for Conservator - 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 is otherwise satisfactory to Seabury. You will deliver a fully executed copy of this Power of Attorney to us before occupancy of your Independent Living Apartment or Cottage. If you become unable to care properly for yourself or your property and have made no designation of a person or legal entity to serve as a conservator of Person or Estate, you hereby authorize Seabury to propose, subject to approval by a court of competent jurisdiction as provided by law, a person or entity to serve as such conservator, and you release and hold harmless Seabury from any liability from proposing a conservator or from any acts or omissions of the conservator.
20. Pets - Pets or animals of any kind will be allowed on the premises only in strictest compliance with Seabury's written policies and with the prior written consent of the facility. Seabury retains the right to modify pet policies at any time as it deems necessary, to assure the safety and comfort of all residents. If you have a pet in

your Independent Living Apartment or Cottage, you agree to pay for the cost of replacing the carpeting in your Independent Living Apartment or Cottage as required by Seabury in its sole discretion, and for the cost of repairing any damage to the Independent Living Apartment or Cottage caused by your pet.

21. Smoke-Free Campus - You agree to maintain a smoke-free environment including your apartment, cottage, or anywhere on campus in accordance with Seabury's smoke-free policy. You are responsible for your guests and will ensure that they adhere to this policy when at Seabury.
22. Firearm Possession - You agree to abide by Seabury's strict policy of a gun-free environment, which includes possession of firearms or ammunition in your residence or on the Seabury Campus. You are responsible for your guests and will ensure their strict adherence to this policy when at Seabury. Failure to comply with the requirements of this paragraph may result in the termination of this agreement by Seabury.
23. Funeral Arrangements - You agree to make proper arrangements for funeral and burial. We will not be responsible for making such arrangements. You agree that Seabury shall be reimbursed by your estate for any expenses incurred by Seabury for such arrangements.

#### IV. HEALTH SERVICES

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

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



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

2. Health Services Available in Your Independent Living Apartment or Cottage - Health services will be provided in your Independent Living Apartment or Cottage only in accordance with the provisions of this Section.
3. Hartford Healthcare (HHC) Clinic - A HHC Clinic (the "Clinic") is on the premises where residents and members may be examined and treated as outpatients. Arrangements will be made for one or more physicians selected by HHC (the "Clinic Physicians") to keep scheduled office hours at the Clinic. Residents will be charged for office visits to the Clinic Physicians or other health professionals at the Clinic. There is no obligation to use the HHC 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.

Appointments with Seabury nursing staff are at no cost; 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.

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. If you require frequent or continuous supervision or health services, you will be transferred to the appropriate level of care in accordance with the provisions of Section VI of this Agreement. You have the right to have scheduled and intermittent home health services provided by the licensed home health agency of your choice.

You may arrange to employ licensed private duty nurses, certified nurses' aides, or companions provided, however, such nurses, aides, and companions may not be employed for continuous care or supervision in your Independent Living Apartment or Cottage. You will pay all expenses, including meals, for your employees, who will be subject to all rules and regulations of Seabury. The employment of private duty nurses, aides, and companions requires Seabury's prior approval and must be in compliance with Seabury's private duty policy.

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

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

7. Exclusions - You agree to pay the costs of the following services, whether provided at Seabury or elsewhere, to the extent that they are not covered by other insurance or assistance programs.

- charges of any physician, APRN, podiatrist, chiropractor, or therapist;
- prescription drugs and medical supplies;
- vision, hearing, and dental care, including all supplies, equipment, and appliances;
- orthopedic appliances;
- mental health and substance abuse services;
- ancillary charges imposed by any outside health provider or institution;
- other health-related costs which are customarily considered extra charges by facilities providing services similar to those provided by the Davis Center, the Brewer Center, and the Larus Center or the Views;
- intravenous (IV) insertion;
- ventilator care;
- ambulance and other specialized medical transportation services, including the cost of a private aide, if needed, for transport.

In addition, you may require intensive subacute rehabilitative or other subacute care that Seabury does not customarily provide in the Davis Center, the Brewer Center, and the Larus Center. Because the need for such care may involve a wide variety of conditions and circumstances that cannot be specified in advance in all cases, Seabury reserves the right to

determine, in Seabury's sole discretion, whether it is able to provide such care in the Davis Center, the Brewer Center, and the Larus Center, in any individual case and to require placement in another facility as appropriate. Usually, such care is covered by Medicare, Medicare managed care or supplemental insurance. To the extent that such care is not covered by such insurance, you are responsible for any charges for such care.

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

#### V. FEES

1. Statement of Fees - The Entrance Fee and Monthly Fee set forth in attached Exhibit A represent payment for the services to be provided by Seabury under this Agreement.
2. Fees - The Reservation Fee and Entrance Fee for the Reserved Apartment or Cottage shall be determined and payable as follows:
  - The Reservation Fee shall equal five or ten percent (5% or 10%) of the Entrance Fee set forth in Exhibit A. It shall be paid before the 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:

Bank of America Private Bank  
CT2-550-04-01  
101 East River Drive  
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 the interest earned.

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

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

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

Seabury will endeavor to maintain the Monthly Fee at the lowest possible rate consistent with sound financial practice and maintenance of the quality of services, including health care services called for herein, but we may exercise our discretion to increase the Monthly Fee periodically. When we decide to

adjust periodic charges on other recurring fees, we will provide you with at least thirty (30) days' advance written notice of any increase in fees. You agree to pay the adjusted fee.

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

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

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

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

5. Subsidy Assistance - If your funds become substantially reduced or depleted, and your income reduced to the extent that you are eligible to receive public benefits, including, but not limited to, Social Security Supplemental Income, Medicaid, etc., you agree to apply for these entitlements for benefits. Failure to do so may result in the termination of this Agreement by Seabury and release of its obligations hereunder. In the event that you are unable to meet your financial obligations to Seabury after qualifying for all available public benefits, Seabury will continue to provide the services to which you are entitled under this Agreement, but may require you to move to a smaller or less costly accommodation in order to reduce the cost of uncompensated services. Uncompensated services will be provided only to the extent and for as long as

Seabury deems the provision of such services to be consistent with the objectives of Seabury and its prudent financial management of Seabury. The total cumulative amount of uncompensated services and other subsidies provided to you by Seabury shall be deducted from any refund due to you or your estate upon the termination of this Agreement.

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

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

1. Consultations - Except in case of emergency, Seabury agrees not to transfer you from your Independent Living Apartment or Cottage or the Davis Center, the Brewer Center, the Larus Center, the Views, or Seabury Meadows for health-related or other reasons unless we have consulted with you, or with anyone else you designate as a primary contact. In the case of an emergency transfer, the consultations described above will be scheduled by Seabury within ten days after the transfer.
2. Consents - When Seabury determines it to be appropriate, after consultations called for in the above Paragraph, to transfer you from your Independent Living Apartment or Cottage to another Independent Living Apartment or Cottage, to the Davis Center, the Brewer Center, the Larus Center, the Views, or Seabury Meadows, or to a suitable public or private facility for hospitalization, subacute or nursing care, or other health-related services, Seabury shall have the authority and right to transfer you without having to obtain your consent.

In the event Seabury determines that your continued occupancy of your Independent Living Apartment or Cottage or your continued occupancy in health services constitutes a danger to other residents or to yourself, violates the terms of this Agreement, or is detrimental to the peace or health of other residents, or to your health, Seabury shall have full authority to transfer you to another Independent Living Apartment or Cottage, to the Davis Center, the

Brewer Center, the Larus Center, the Views, or Seabury Meadows, or to another suitable public or private facility without having to obtain your further consent.

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

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

You agree to the removal of your property from the Independent Living Apartment or Cottage, Views apartment, or storage room within fifteen (15) days of a permanent transfer. If after fifteen days your furniture and personal belongings remain in any of the areas listed above, you will continue to pay the monthly fee and be responsible for all additional charges for room and services in the Davis Center, the Brewer Center, the Larus Center, the Views, or Seabury Meadows. In addition, you will also pay your current monthly fee for the Apartment or Cottage, or room until such property is removed. After 30 days, the facility may store such property at your expense for 60 days, after which such property may be disposed of without liability.

5. Relocation or Transfer from one Independent Living Apartment or Cottage to another Independent Living Apartment or Cottage by a resident shall be handled in the following manner:
  - a. Prospects and residents will be given priority status on the Priority Wait List by date of their request. This request must be made in writing.



- b. **Entry Fee:** If the resident requests a move to a more expensive Independent Living Apartment or Cottage than the one presently occupied, he or she must pay the difference between the current entry fee of the more expensive Independent Living Apartment or Cottage and the current entry fee of the Independent Living Apartment or Cottage presently occupied. In the case of new construction, the resident must pay the difference between the original entrance fee paid and the current entrance fee for the new apartment, cottage or villa. If the resident chooses to downsize to a less expensive Independent Apartment or Cottage, there will be no refund or market rate adjustment on the entry fee. There will be no adjustment at all for a move to the same size Independent Living Apartment or Cottage. It should be noted that for fee plans that have a 2% amortization schedule on the entry fee, there will not be a new amortization on any additional entry fee payments. The additional entry fee will be amortized from the original occupancy date.
- c. **Monthly Fees:** If you transfer after first occupancy to a larger or smaller Independent Living Apartment or Cottage, you will be charged the current monthly fee on the Independent Living Apartment or Cottage to which you have transferred. Upon your transfer to the Davis Center, the Brewer Center, the Larus Center, the Views, or Seabury Meadows, the Monthly Fee payable while you are a resident of the above Health Services area will be the Monthly Fee for the Independent Living Apartment or Cottage you occupied for the longest period of time prior to entering the Health Services area.
- d. **Relocation Fee:** When transferring to another Independent Living Apartment or Cottage, there will be a charge of one month's rental fee at the previous Independent Living Apartment or Cottage rate. The reason for this additional charge is to cover the loss of revenue to Seabury while refurbishing two Independent Living Apartments or Cottages.
- e. If a resident requests a move for health reasons, this request must be approved by Seabury's Medical Director, Vice President of Health Services, and the Admissions Committee in order to qualify for immediate relocation.

## VII. TERMINATION OF AGREEMENT; REFUNDS

1. Termination By You Prior to the Scheduled Occupancy Date - You have certain rights as set forth in this Paragraph regarding the 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 the expiration of this thirty- day period.

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

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

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

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

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

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

This Agreement shall terminate upon your death.

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

3. Termination by Seabury - Seabury shall have the right to terminate this Agreement for any cause, which, in its sole discretion, shall be good and sufficient. Good and sufficient cause shall include, but is not limited to, the following:
- You are not accepted by Seabury due to financial or medical reasons;
  - Failure to perform your obligations under this Agreement, including the obligation to pay the Monthly Fees and other charges within ninety (90) days after they are due for payment;
  - Failure to abide by the rules and regulations of Seabury, including such reasonable amendments as may be adopted from time to time;
  - Material misstatements or failure to state a material fact in your application, financial statement, or health history statement filed with Seabury;
  - Dissipation or commitment of your financial resources in a discretionary manner which impairs your ability to meet your financial obligation to Seabury;
  - Permanent transfer to another public or private institution;
  - Your behavior results in a threat to the safety, health, peace, or wellbeing of yourself or others.

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

4. Conditions of Refund and Duties Upon Termination - If we terminate this Agreement prior to your Actual or Scheduled Occupancy date, whichever shall first occur, refund of your Reservation Fee and Advance Payments, if any, will be made in accordance with Paragraph 1 of this Section. If we or you terminate this

Agreement after the Actual or Scheduled Occupancy Date, the refund of the portion of the Entrance Fee to which you are entitled shall promptly be due to you in accordance with the provisions of Paragraphs 6, 7, or 8 of this Section. At the sole discretion of Seabury, payment of the refund may be made contingent on the reservation or occupancy of your Independent Living Apartment or Cottage by a new resident who has not previously occupied an Independent Living Apartment or Cottage at Seabury. If Seabury does require such a contingency, we will pay the refund no later than three years from the Termination Date.

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

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

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

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

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

5. Removal of Property - You agree to the removal of your property from the Independent Living Apartment or Cottage or room within fifteen (15) days after termination of the Agreement. After 15 days, the facility will store such property

at your or your estate's expense for thirty days, after which it may be disposed of without liability.

6. Provisions Applicable for 0% Plan Refund Option - If you have selected the 0% Plan Refund Option as shown on the attached Exhibit A, no refund shall be due to you or your estate.

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 two 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 fifty months after the date you signed this Agreement.

7. Provisions Applicable 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.

8. Provisions Applicable for Plan 80% Refund Option - If you have selected Plan 80% as shown on Exhibit A, you or your estate shall be due a refund equal to 80% of the entrance fee if you or your spouse have never transitioned to another level of care on a temporary or permanent basis.

If you transition to another level of care, you will continue to pay the Monthly Fee. You will also be responsible for the difference between the Monthly Fee and the private pay charges then in effect for the Views (assisted living), Seabury Meadows (assisted living Memory Support Center), or the Davis Center, the Brewer Center, the Larus Center (skilled nursing) determined by the level in which you are residing (unless your care is paid for by Medicare). The difference between your Monthly Fee and the cost of Assisted Living, Seabury Meadows, or Skilled Nursing will be deducted from your 80% 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 80% 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 80%, deductions from your 80% Entrance Fee refund for health care charges will be computed as described below:

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

If you transition to the Views (assisted living), Seabury Meadows (assisted living Memory Support Center), or the Davis Center, the Brewer Center and the Larus Center (skilled nursing) and no longer have an assigned Independent Living Apartment or Cottage, you will continue to pay the Monthly Fee for your previous Independent Living Apartment or Cottage. Charges for the Views (assisted living), Seabury Meadows (assisted living Memory Support Center), or the Davis Center, the Brewer Center, and the Larus Center (skilled nursing) in excess of your Monthly Fee will be deducted from your 80% Entrance Fee refund (unless your care is paid for by Medicare).

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

If you receive care in the Davis Center, the Brewer Center, and the Larus Center (skilled nursing) temporarily (i.e., you maintain your Independent Living Apartment or Cottage and are expected to return to it), you will continue to pay your Monthly Fee. The full charges for care in the Davis Center, the Brewer Center, and the Larus Center (skilled nursing) will be deducted from your 80% Entrance Fee refund (unless your care is paid for by Medicare).

**c. Shared Apartment or Cottages**

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

## VIII. CO-RESIDENTS' RIGHTS AND RESPONSIBILITIES

1. Co-residents - Residents who will occupy the same Independent Living Apartment or Cottage ("Co-residents") shall each sign a separate Residence and Care Agreement with Seabury. Under the terms of this Agreement, married couples shall have rights and obligations identical to those of any other Co-residents.
2. Joint Liability - Each Co-resident shall be jointly and severally liable for all payments, which shall be due under the terms of this Agreement.
3. Termination of Agreement with One Co-resident - In the event that the Agreement of one Co-resident terminates for any reason, the total Entrance Fee shall be deemed to have been paid on behalf of the remaining resident, whose Agreement shall remain in effect. Any refund of Entrance Fee paid for Co-residents will be refunded for the benefit of the remaining resident, or their estate upon termination of the Agreement with the remaining resident subject to Section VII of this Agreement.

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

- to retain the same Independent Living Apartment or Cottage and to pay the then current single resident Monthly Fee applicable to that Independent Living Apartment or Cottage; or
- to move to a different type of Independent Living Apartment or Cottage, if and when available, in accordance with the terms set forth in Section VI.

4. Transfer of One Co-resident to the Davis Center, the Brewer Center, the Larus Center, the Views, or Seabury Meadows - When one Co-resident transfers permanently from the Independent Living Apartment or Cottage to the Health Services area or to another facility, the Co-residents will continue to pay the Co-resident Monthly Fee set forth in Exhibit A applicable to the Independent Living Apartment or Cottage which they occupied at the time of transfer, subject to adjustment by Seabury in accordance with Section IV of this Agreement.

For a period of thirty (30) days from the date of transfer, the resident remaining in the Independent Living Apartment or Cottage shall have the option to move

to a different type of Independent Living Apartment or Cottage, if and when available, in accordance with the terms set forth in Section VI.

5. Addition of a Co-resident or Marriage - When a single resident occupies an Independent Living Apartment or Cottage in which Seabury policy permits double occupancy, the resident can allow another person to join him/her in occupancy of the Independent Living Apartment or Cottage if in the sole judgment of Seabury the new resident qualifies for acceptance. Before commencing occupancy, the new Co-resident shall be required to sign a separate Residence and Care Agreement, which will call for payment of the difference between the then-current single resident entrance fee and the present double occupancy entrance fee, and the applicable monthly fee for Apartment or Cottage.
  
6. Marriage or Co-Residency of Two Residents - When two single residents elect to live together, they may release one residence and reside together in the other or release both and move into another available Apartment or Cottage in which Seabury policy permits double occupancy. Co-residency residents shall be required to sign a separate Residence & Care Agreement establishing the applicable entrance and monthly fee for Apartment or Cottage; Co-residents will pay the applicable double occupancy monthly service fees. Termination of one Co-resident for any reason shall be in accordance with the terms set forth in Section VIII, paragraph 1, 2, and 3. No refund shall be due until termination, for any reason, by both Co-residents.

## 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. Force Majeure - Seabury shall not be in default hereunder if it is unable to fulfill or is delayed in fulfilling any of its obligations hereunder if it is prevented from fulfilling such obligations by reason of fire or other casualty, strikes of labor troubles, governmental preemption in connection with a national emergency, shortage of supplies or materials, or by reason of any rule, order or regulation of any governmental authority, or by reason of the condition of supply and demand affected by war or other emergency, or any other cause beyond its reasonable control.
10. Gender of Pronouns – All references in this Agreement by masculine pronouns and adjectives also include the feminine and vice versa.
11. Successors and Assigns – The duties owed Seabury under this Agreement shall inure to the benefit of its successors and assigns.
12. 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.
13. 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):

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: \$ \_\_\_\_\_



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.

**SEABURY, INC. AND SUBSIDIARIES**  
**CONSOLIDATED FINANCIAL STATEMENTS**  
**AND SUPPLEMENTARY INFORMATION**  
**YEARS ENDED SEPTEMBER 30, 2021 AND 2020**



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# SEABURY, INC. AND SUBSIDIARIES

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## INDEPENDENT AUDITORS' REPORT

Board of Directors  
Seabury, Inc. and Subsidiaries  
Bloomfield, Connecticut

### **Report on the Financial Statements**

We have audited the accompanying consolidated financial statements of Seabury, Inc. and Subsidiaries, which comprise the consolidated statements of financial position as of September 30, 2021 and 2020, and the related consolidated statements of activities and changes in net assets, functional expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements.

### ***Management's Responsibility for the 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 audit. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. For the year ended September 30, 2021, we also conducted our audit in accordance with the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

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

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

**Opinion**

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Seabury, Inc. and Subsidiaries as of September 30, 2021 and 2020, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

**Report on Supplementary Information**

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating schedules of financial position, activities and changes in net assets and cash flows as of and for the years ended September 30, 2021 and 2020 are presented for the purposes of additional analysis and are not a required part of the consolidated financial statements. The schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is also presented for purposes of additional analysis and is not a required part of the basic consolidated financial statements. The consolidating schedules of financial position, activities and changes in net assets and cash flows as of and for the years ended September 30, 2021 and 2020 and the schedule of expenditures of federal awards are considered 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. Such information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

**Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated January 19, 2022, on our consideration of Seabury, Inc. and Subsidiaries' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Seabury, Inc. and Subsidiaries' internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Seabury, Inc. and Subsidiaries' internal control over financial reporting and compliance.

*CliftonLarsonAllen LLP*

**CliftonLarsonAllen LLP**

West Hartford, Connecticut  
January 19, 2022

# SEABURY, INC. AND SUBSIDIARIES

## CONSOLIDATED STATEMENTS OF FINANCIAL POSITION SEPTEMBER 30, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
<b>ASSETS</b>		
<b>Current Assets</b>		
Cash and cash equivalents	\$ 9,101,874	\$ 16,915,378
Restricted cash and cash equivalents held by trustee	1,567,919	2,105,246
Entrance fee deposits	236,855	157,197
Accounts receivable, net	2,032,573	1,801,403
Entrance fees receivable	1,779,526	944,451
Prepaid expenses and other current assets	1,860,913	905,327
Total current assets	<u>16,579,660</u>	<u>22,829,002</u>
<b>Investments</b>		
Investments	31,509,844	21,086,693
Investments held by trustee	4,019,907	3,539,796
	<u>35,529,751</u>	<u>24,626,489</u>
<b>Property and Equipment, at Cost</b>		
Land and improvements	9,592,557	9,636,307
Buildings and improvements	159,290,659	158,129,332
Furniture, fixtures and equipment	10,095,465	10,449,733
Vehicles	199,795	230,163
Construction in progress	393,080	393,080
	<u>179,571,556</u>	<u>178,838,615</u>
Less accumulated depreciation	76,683,786	69,293,029
Net property and equipment	<u>102,887,770</u>	<u>109,545,586</u>
<b>Other Assets</b>		
Deferred compensation investments	353,052	277,339
Beneficial interest in perpetual trusts	6,248,143	5,255,383
Investment in limited partnerships	435,218	385,295
Pledges and other receivables	131,388	68,888
Total other assets	<u>7,167,801</u>	<u>5,986,905</u>
<b>Total Assets</b>	<u>\$ 162,164,982</u>	<u>\$ 162,987,982</u>

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

# SEABURY, INC. AND SUBSIDIARIES

## CONSOLIDATED STATEMENTS OF FINANCIAL POSITION (CONTINUED) SEPTEMBER 30, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
<b>LIABILITIES AND NET ASSETS</b>		
<b>Current Liabilities</b>		
Current portion of bonds payable	\$ 1,100,000	\$ 1,050,000
Current portion of Paycheck Protection Program loan payable	-	371,411
Current portion of capital leases	120,924	113,848
Accounts payable and accrued expenses	2,730,473	2,492,026
Deferred revenue	-	444,173
Entrance fee deposits	236,855	157,197
Total current liabilities	<u>4,188,252</u>	<u>4,628,655</u>
<b>Annuities Payable</b>	<u>217,095</u>	<u>127,547</u>
<b>Bonds Payable, Net of Current Portion and Bond Financing Costs</b>	<u>79,496,865</u>	<u>80,581,483</u>
<b>Paycheck Protection Program Loan Payable, Net of Current Portion</b>	<u>-</u>	<u>2,907,710</u>
<b>Capital Leases, Net of Current Portion</b>	<u>40,745</u>	<u>162,243</u>
<b>Deferred Compensation</b>	<u>353,052</u>	<u>277,339</u>
<b>Refundable and Nonrefundable Entrance Fees</b>		
Entrance fees refunds payable	36,744,513	37,298,073
Nonrefundable deferred fees, net	37,676,744	37,849,606
Total refundable and nonrefundable deferred entrance fees	<u>74,421,257</u>	<u>75,147,679</u>
Total liabilities	<u>158,717,266</u>	<u>163,832,656</u>
<b>Net Assets</b>		
Without donor restrictions	(4,332,377)	(7,427,700)
With donor restrictions	7,780,093	6,583,026
Total net assets	<u>3,447,716</u>	<u>(844,674)</u>
<b>Total Liabilities and Net Assets</b>	<u>\$ 162,164,982</u>	<u>\$ 162,987,982</u>

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

# SEABURY, INC. AND SUBSIDIARIES

## CONSOLIDATED STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS FOR THE YEARS ENDED SEPTEMBER 30, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
<b>Net Assets Without Donor Restrictions</b>		
Revenues, gains and other support:		
Health center patients, net of contractals	\$ 8,533,326	\$ 8,848,090
Assisted living services	2,719,730	3,284,622
Resident services	16,565,912	16,963,919
Home health revenue	731,449	1,263,917
Seabury At Home revenue	1,008,837	924,063
Amortization of nonrefundable deferred fees	4,758,327	4,898,820
Investment income	876,736	1,481,775
Other income	2,162,867	1,491,937
Paycheck Protection Program loan forgiveness	3,208,620	-
Contributions and gifts	233,353	519,166
Total revenues, gains and other support	<u>40,799,157</u>	<u>39,676,309</u>
Expenses:		
Medical and other resident care	8,676,605	9,746,136
General and administrative	11,910,136	11,785,928
Dietary	3,129,299	3,473,736
Repairs and maintenance	2,895,482	2,818,419
Housekeeping and laundry	1,162,893	1,109,976
Interest expense, net	4,115,394	4,133,884
Depreciation	7,649,452	7,711,819
Total expenses	<u>39,539,261</u>	<u>40,779,898</u>
Income (Loss) from operations	1,259,896	(1,103,589)
Other changes in net assets without donor restrictions:		
Change in net unrealized gain on investments	1,834,233	139,708
Net assets released from restrictions	1,194	1,800
Increase (decrease) in net assets without donor restrictions	<u>3,095,323</u>	<u>(962,081)</u>
<b>Net Assets With Donor Restrictions</b>		
Contributions, gifts and other income, net	1,832	2,600
Investment gain	177,757	177,757
Change in net unrealized gain (loss) on investments	25,912	(42,901)
Change in interest in perpetual trusts	992,760	188,202
Net assets released from restrictions	(1,194)	(1,800)
Increase in net assets with donor restrictions	<u>1,197,067</u>	<u>323,858</u>
<b>Change in Net Assets</b>	<u>4,292,390</u>	<u>(638,223)</u>
<b>Net Assets - Beginning of Year</b>	<u>(844,674)</u>	<u>(206,451)</u>
<b>Net Assets - End of Year</b>	<u>\$ 3,447,716</u>	<u>\$ (844,674)</u>

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

# SEABURY, INC. AND SUBSIDIARIES

## CONSOLIDATED STATEMENTS OF FUNCTIONAL EXPENSES FOR THE YEARS ENDED SEPTEMBER 30, 2021 AND 2020

	2021			
	Program Services	Management & General	Fundraising	Total
Salaries and wages	\$ 11,747,053	\$ 1,522,128	\$ -	\$ 13,269,181
Employee benefits	3,361,394	337,315	-	3,698,709
Depreciation and amortization	7,573,743	167,374	-	7,741,117
Interest	3,948,815	80,628	-	4,029,443
Plant operation and maintenance	3,209,897	57,060	-	3,266,957
Other general and administrative	365,801	1,585,350	-	1,951,151
Medical supplies and supporting costs	1,847,238	-	-	1,847,238
Real estate taxes	1,596,252	28,925	-	1,625,177
Dietary food and supplies	1,157,259	-	-	1,157,259
Insurance	719,269	22,377	-	741,646
Resident services	186,497	-	-	186,497
Events	-	-	24,886	24,886
<b>Total Expenses</b>	<b>\$ 35,713,218</b>	<b>\$ 3,801,157</b>	<b>\$ 24,886</b>	<b>\$ 39,539,261</b>

	2020			
	Program Services	Management & General	Fundraising	Total
Salaries and wages	\$ 12,496,855	\$ 1,641,542	\$ -	\$ 14,138,397
Employee benefits	3,431,287	335,661	-	3,766,948
Depreciation and amortization	7,617,145	186,341	-	7,803,486
Interest	3,966,961	80,499	-	4,047,460
Plant operation and maintenance	2,810,498	48,219	-	2,858,717
Other general and administrative	706,976	1,590,805	-	2,297,781
Medical supplies and supporting costs	2,016,637	-	-	2,016,637
Real estate taxes	1,543,127	27,964	-	1,571,091
Dietary food and supplies	1,453,000	-	-	1,453,000
Insurance	617,857	17,575	-	635,432
Resident services	188,267	-	-	188,267
Events	-	-	2,682	2,682
<b>Total Expenses</b>	<b>\$ 36,848,610</b>	<b>\$ 3,928,606</b>	<b>\$ 2,682</b>	<b>\$ 40,779,898</b>

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

# SEABURY, INC. AND SUBSIDIARIES

## CONSOLIDATED STATEMENTS OF CASH FLOWS FOR THE YEARS ENDED SEPTEMBER 30, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
<b>Cash Flows from Operating Activities</b>		
Change in net assets	\$ 4,292,390	\$ (638,223)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Proceeds from entrance fees, net of refunds	4,031,905	1,674,872
Depreciation	7,649,452	7,711,819
Bad debt expense	59,090	354,661
(Gain) loss on disposal of property	53,934	3,589
Amortization of bond financing costs	91,665	91,665
Amortization of bond premium	(76,283)	(76,284)
Amortization of nonrefundable deferred fees	(4,758,327)	(4,898,820)
Change in net unrealized gain on investments	(1,860,145)	(96,807)
Change in interest in perpetual trusts	(992,760)	(188,202)
Forgiveness of Paycheck Protection Program loan	(3,208,620)	-
(Increase) decrease in operating assets:		
Entrance fee deposits	(79,658)	27,756
Accounts receivable and pledges receivable	(290,260)	(135,814)
Entrance fees receivable	(835,075)	523,514
Prepaid expenses and other current assets	(893,086)	76,793
Increase (decrease) in operating liabilities:		
Accounts payable and accrued expenses	315,182	339,805
Deferred revenue	(444,173)	444,173
Entrance fee deposits	79,658	(27,756)
Annuities payable	89,548	(57,550)
Net cash provided by operating activities	<u>3,224,437</u>	<u>5,129,191</u>
<b>Cash Purchases from Investing Activities</b>		
(Purchases) sales of investments and cash and investments held by trustee, net	(9,093,040)	(1,107,441)
Decrease in accounts payable and accrued expenses related to construction	(76,735)	(650,319)
Purchases of property and equipment	(1,233,570)	(2,000,269)
Proceeds from sale of property and equipment	63,000	-
Net cash used in investing activities	<u>(10,340,345)</u>	<u>(3,758,029)</u>
<b>Cash Flows from Financing Activities</b>		
Proceeds from Paycheck Protection Program note payable	-	3,279,121
Principal payments on bonds payable	(1,050,000)	(1,010,000)
Principal payments on capital leases	(114,422)	(107,726)
Principal payments on Paycheck Protection Program note payable	(70,501)	-
Net cash provided by (used in) financing activities	<u>(1,234,923)</u>	<u>2,161,395</u>
<b>Net Increase (Decrease) in Cash, Cash Equivalents and Restricted Cash</b>	(8,350,831)	3,532,557
<b>Cash, Cash Equivalents and Restricted Cash - Beginning of Year</b>	<u>19,020,624</u>	<u>15,488,067</u>
<b>Cash, Cash Equivalents and Restricted Cash - End of Year</b>	<u>\$ 10,669,793</u>	<u>\$ 19,020,624</u>

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



# SEABURY, INC AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

### NOTE 1 - ORGANIZATION

Seabury, Inc. and Subsidiaries (the Company) is a Connecticut nonstock, tax-exempt organization operated exclusively for religious, charitable, scientific, literary or educational purposes by operating for the benefit of performing the functions of and carrying out the purposes of Church Home of Hartford, Inc. d/b/a Seabury (Seabury), Seabury At Home and Seabury Charitable Foundation, Inc. (the Foundation).

Seabury is a Connecticut nonstock, tax-exempt organization that has provided housing with support services for the elderly in the Hartford area since 1876. Seabury, which is affiliated with the Episcopal Diocese of Connecticut, currently operates a health center and independent living community. As of September 30, 2021 and 2020, Seabury consists of 257 independent living units, 36 congregate living units, 22 residential care home beds, 72 skilled nursing beds, 44 assisted living dementia beds and 14 dementia residential care home beds. As the Company is the sole member and beneficiary of Seabury, the activities of Seabury have been consolidated with those of the Company in the accompanying consolidated financial statements. All significant transactions between the Company and Seabury have been eliminated.

Overall occupancy levels at Seabury for the years ended September 30, 2021 and 2020 are as follows:

	<u>2021</u>	<u>2020</u>
<b>Seabury</b>		
Independent living	85%	90%
Congregate living	100%	100%
Residential care home	46%	64%
Skilled nursing care	74%	81%
Assisted living - dementia	62%	79%
Residential care home - dementia	90%	81%

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

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

# SEABURY, INC AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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

### NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

#### **Basis of Presentation**

The Company includes revenues and expenses from healthcare and senior living services, investment income, and unrestricted grants and contributions in its measurement of results from operations. Unrealized investment activity and revenues with related donor restrictions are reported outside of this measurement.

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

#### **Net Assets Without Donor Restrictions**

Net assets without donor restrictions represent available resources other than donor-restricted contributions. These resources may be expended at the discretion of the board of directors.

#### **Net Assets With Donor Restrictions**

Net assets with donor restrictions represent 1) contributions that are restricted by the donor as to purpose or time of expenditure, 2) contributions that require that the principal be maintained in perpetuity but permit the Company to expend the income earned thereon, and 3) the accumulated investment income and gains on donor-restricted endowment assets that have not been appropriated for expenditure.

#### **Excess (Deficit) of Revenues over Expenses**

The consolidated statements of activities and changes in net assets include income(loss) from operations. This is the performance indicator for the Company. Changes in net assets which are excluded from this operating measure, consistent with industry practice, include change in unrealized gains/losses on investments and assets acquired using contributions which by donor restriction were to be used for purposes of acquiring such assets.

#### **Use of Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. 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. It is management's opinion that the estimates applied in the accompanying consolidated financial statements are reasonable.

# SEABURY, INC AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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### Cash, Cash Equivalents and Restricted Cash

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

### Accounts Receivable

Accounts receivable are considered delinquent and written off when all attempts to collect from individuals or other payor sources have been exhausted. Management maintains an allowance for doubtful accounts of \$378,000 and \$506,000 at September 30, 2021 and 2020, 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 4 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 net assets with donor restrictions until appropriated for expenditure. The Company adopted a policy to review, for potential adjustment to cost, any investment where market value has decreased below cost by greater than 25% for a period of nine months or longer. No adjustments were necessary for the fiscal years ended September 30, 2021 and 2020. Refer to Note 5 for further detail on investment income for the years ended September 30, 2021 and 2020.

### 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 \$5,000 for renewals and betterments are capitalized.

### Contributions

Contributions are defined as voluntary, nonreciprocal transfers. Contributions without donor restrictions and unconditional contributions are recognized as support when received or pledged, if applicable. Contributions are reported as restricted support if they are received with donor stipulations that limit the use of such assets. When a restriction expires, that is, when a stipulated time restriction ends, or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the consolidated statements of activities and changes in net assets as net assets released from restrictions due to satisfaction of restrictions.

# SEABURY, INC AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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### Revenue Recognition

The Company recognizes revenue at an amount that reflects the consideration to which the Company expects to be entitled in exchange for transferring goods or services to its customers using the following five-step process:

1. Identify the contract(s) with the customer
2. Identify the performance obligation(s) in the contract
3. Determine the transaction price
4. Allocate the transaction price to performance obligations in the contract
5. Recognize revenue when (or as) the Company satisfies a performance obligation

See Note 9 for details on how the above five-step process is applied to the Company's contracts with customers.

### Operating Reserve

The State of Connecticut Department of Social Services (DSS) monitors Connecticut retirement communities and their compliance with existing state regulations. Among other things, DSS requires that retirement communities maintain an operating reserve equal to approximately one month's cash operating costs. The Company maintained an adequate operating reserve as of September 30, 2021 and 2020.

### 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, 2021 and 2020 is in excess of the required \$1,000,000. This amount is included in net assets without donor restrictions 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 restricted in perpetuity, the income earned on the trust funds is recorded as revenue without donor restrictions. The income is used for general expenses to maintain and operate the facilities. For the fiscal years ended September 30, 2021 and 2020, \$220,730 and \$218,568, respectively, is included in investment income without donor restrictions. Changes in market value for the Company's portion of the trusts were \$992,760 and \$188,201 for the years ended September 30, 2021 and 2020, respectively.

# SEABURY, INC AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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### 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 monthly or quarterly payments to the donors over their remaining life. The proceeds from the gifts are without donor restrictions and are recognized as revenue to the extent that the fair market value of a gift on the date of receipt exceeds the present value of the estimated future annuity payments. The present value of the estimated future annuity payments is reflected as an annuity payable in the accompanying consolidated statements of financial position.

### Functional Allocation of Expenses

The costs of providing various programs and other activities have been reported on a functional basis in the consolidated statement of functional expenses. Program expenses include the provision of Seabury's senior living and healthcare services. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Such allocations are determined by management on an equitable basis. Expenses are allocated based on full-time equivalents or square footage.

The expenses that are allocated include the following:

<u>Expense</u>	<u>Method of Allocation</u>
Salaries and wages	Direct / Sq. footage / Full-time equivalents
Depreciation and amortization	Direct / Sq. footage
Interest	Direct / Sq. footage
Employee benefits	Direct / Full-time equivalents
General and administrative	Direct / Sq. footage / Full-time equivalents
Dietary food and supplies	Direct / Sq. footage
Plant operation and maintenance	Direct / Sq. footage
Real estate taxes	Direct / Sq. footage
Insurance	Direct / Sq. footage / Full-time equivalents

### Income Taxes

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

### COVID-19

On March 11, 2020, the World Health Organization declared the coronavirus outbreak (COVID) to be a global pandemic. The situation is ongoing and dynamic. For the years ended September 30, 2021 and 2020, the Company incurred costs related to the pandemic response totaling \$463,499 and \$540,447, respectively. Certain of these costs were eligible for recovery during fiscal 2021 and 2020 under various federal grants and state programs as discussed in Note 10. The duration of uncertainties related to the COVID pandemic and its ultimate financial effects cannot be reasonably estimated at this time.

# SEABURY, INC AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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### Subsequent Events

In preparing these consolidated financial statements, management has evaluated subsequent events through January 19, 2022, which represents the date the consolidated financial statements were available to be issued.

### NOTE 3 - CASH, CASH EQUIVALENTS AND RESTRICTED CASH

The following table provides a reconciliation of cash, cash equivalents and restricted cash reported within the consolidated statements of financial position that sum to the total of the same such amounts shown in the consolidated statements of cash flows.

	<u>2021</u>	<u>2020</u>
Cash and cash equivalents	\$ 9,101,874	\$ 16,915,378
Restricted cash and cash equivalents held by trustee	<u>1,567,919</u>	<u>2,105,246</u>
Total Cash, Cash Equivalents and Restricted Cash Shown in the Consolidated Statements of Cash Flows	<u>\$ 10,669,793</u>	<u>\$ 19,020,624</u>

Restricted cash and cash equivalents held by trustee on the consolidated statements of financial position represents amounts pledged for debt service and collateral for bonds payable arrangements as contractually required by the related bond agreements. The restriction will lapse when the related bonds payable are paid off.

### NOTE 4 - FAIR VALUE MEASUREMENTS

U.S. GAAP establish a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements).

The three levels of the fair value hierarchy are described below:

#### Level 1

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

#### Level 2

Inputs to the valuation methodology include:

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

# SEABURY, INC AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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

### **Level 3**

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

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

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

#### **Fixed Income and Equity Mutual Funds**

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

#### **Common Stocks, Foreign Stocks and U.S. Government Securities**

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

#### **Beneficial Interest in Perpetual Trusts**

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

#### **Investment in Limited Partnerships**

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

There have been no changes in the methodologies used at September 30, 2021 and 2020.

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.

## SEABURY, INC AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

The following tables set forth by level, within the fair value hierarchy, the Company's assets at fair value as of September 30, 2021 and 2020:

	September 30, 2021	Fair Value Measurements Using		
		Level 1	Level 2	Level 3
Cash equivalents	\$ 1,268,819	\$ 1,268,819	\$ -	\$ -
Fixed income mutual funds	14,205,237	14,205,237	-	-
U.S. Government securities	9,481,352	9,481,352	-	-
Equity mutual funds	3,361,089	3,361,089	-	-
Common and foreign stocks	7,213,254	7,213,254	-	-
Total investments	35,529,751	35,529,751	-	-
Investment in limited partnerships	435,218	-	-	435,218
Beneficial interest in perpetual trusts	6,248,143	-	-	6,248,143
Total Assets at Fair Value	\$ 42,213,112	\$ 35,529,751	\$ -	\$ 6,683,361

	September 30, 2020	Fair Value Measurements Using		
		Level 1	Level 2	Level 3
Cash equivalents	\$ 1,343,434	\$ 1,343,434	\$ -	\$ -
Fixed income mutual funds	12,828,408	12,828,408	-	-
U.S. Government securities	3,542,123	3,542,123	-	-
Equity mutual funds	1,435,808	1,435,808	-	-
Common stocks	5,476,716	5,476,716	-	-
Total investments	24,626,489	24,626,489	-	-
Investment in limited partnership	385,295	-	-	385,295
Beneficial interest in perpetual trusts	5,255,383	-	-	5,255,383
Total Assets at Fair Value	\$ 30,267,167	\$ 24,626,489	\$ -	\$ 5,640,678

There were no transfers between levels of investments during the years ended September 30, 2021 and 2020.



# SEABURY, INC AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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

The underlying subscription agreement for the Company's investment in limited partnerships allows for a maximum commitment of \$500,000. Unfunded capital commitments totaled \$5,000 as of September 30, 2021. The Company does not hold any redemption rights on the investment in limited partnerships. The limited partnerships have a life of 10 years that commenced on the date of filing of the certificate of limited partnership through the termination date, June 30, 2024.

The following table presents information about significant unobservable inputs related to the Company's investment in Level 3 assets at September 30, 2021:

Type	Fair Value		Valuation Technique	Significant Unobservable Inputs
	2021	2020		
Beneficial interest in perpetual trusts	\$ 6,248,143	\$ 5,255,383	FMV of trust investments	Value of underlying investments
Investment in limited partnerships	435,218	385,295	Determined by fund manager	Value of underlying assets and liabilities

### NOTE 5 - INVESTMENT INCOME

Investment income on cash and cash equivalents, perpetual trusts and investments is comprised of the following for the years ended September 30, 2021 and 2020:

	2021	2020
Interest and dividend income from investments	\$ 512,274	\$ 695,210
Net realized gain on sales of investments	286,799	669,781
Investment fees	(143,067)	(101,784)
Income from investments	656,006	1,263,207
Interest and dividend income from perpetual trusts	220,730	218,568
Total Investment Income, Net	\$ 876,736	\$ 1,481,775

# SEABURY, INC AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

### NOTE 6 - LONG-TERM DEBT

The following is a summary of long-term debt at September 30, 2021 and 2020:

	<u>2021</u>	<u>2020</u>
Public Finance Authority Healthcare Facility Expansion/Refunding Bonds (Seabury Incorporated Project) Series 2015A (PFA Bonds) dated April 1, 2015, \$34,510,000 original principal amount, plus original issue premium of \$760,619, maturing at various times through September 2038, with interest payable semi-annually on March 1 and September 1 at various interest rates from 4% to 5% and principal payable annually on September 1.	\$ 28,445,000	\$ 29,495,000
State of Connecticut Health and Educational Facilities Authority Revenue Bonds, Healthcare Facility Expansion Issue (Seabury Incorporated Project) Series 2016A (CHEFA 2016A Bonds) dated April 1, 2016, \$52,515,000 original principal amount, plus original issue premium of \$1,639,570, maturing in September 2046 (\$23,240,000) and September 2053 (\$29,275,000), with interest payable semi-annually on March 1 and September 1 at an interest rate of 5%. Sinking fund installments of principal begin in September 2039.	<u>52,515,000</u>	<u>52,515,000</u>
	80,960,000	82,010,000
Less current portion	(1,100,000)	(1,050,000)
Less unamortized bond financing costs	(2,315,056)	(2,406,721)
Plus unamortized bond premium	<u>1,951,921</u>	<u>2,028,204</u>
Net Long-Term Debt	<u>\$ 79,496,865</u>	<u>\$ 80,581,483</u>

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

<u>Fiscal Year</u>	<u>PFA Bonds</u>	<u>CHEFA 2016A Bonds</u>	<u>Total</u>
2022	\$ 1,100,000	\$ -	\$ 1,100,000
2023	1,155,000	-	1,155,000
2024	1,215,000	-	1,215,000
2025	1,275,000	-	1,275,000
2026	1,340,000	-	1,340,000
Thereafter	<u>22,360,000</u>	<u>52,515,000</u>	<u>74,875,000</u>
	<u>\$ 28,445,000</u>	<u>\$ 52,515,000</u>	<u>\$ 80,960,000</u>

# SEABURY, INC AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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### Covenants

The Company, under provisions of the bond agreements, is required to maintain a debt service coverage ratio and meet a day's cash on hand liquidity requirement. In the opinion of management, the Company is in compliance with these covenants at September 30, 2021.

### NOTE 7 - PAYCHECK PROTECTION PROGRAM LOAN PAYABLE

During April 2020, the Company received a Paycheck Protection Program (PPP) loan of \$3,279,121 granted by the Small Business Administration (SBA) under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). The Company considers the PPP loan to be debt and, accordingly, will record the amount of forgiveness, if any, when legally released by the lender. Under the terms of the PPP loan, certain amounts of the loan may be forgiven if they are used for qualifying expenses under the CARES Act. The Company submitted the application for loan forgiveness on December 10, 2020 and received notification for forgiveness on June 22, 2021. The Company received forgiveness in the amount of \$3,208,620 and is included in total revenue, gains and other support in the consolidated statement of activities as of September 30, 2021. The Company repaid principal amount of \$70,501 and interest in the amount of \$821 during the year ended September 30, 2021.

The forgiveness of this loan is subject to audit by the SBA for a period of seven years.

### NOTE 8 - LEASES

The Company entered into three lease agreements for phone, television and Internet equipment. The first lease requires monthly payments of principal and interest of \$4,886 with an interest rate of approximately 6.1%. The second lease requires monthly payments of principal and interest of \$3,411 with an interest rate of approximately 5.97%. The third lease requires monthly payments of principal and interest of \$2,366 with an interest rate of approximately 5.97%. The Company's cumulative property and obligation under lease arrangement at the start of the lease agreements was \$703,215 based on the fair value of the furniture, fixtures and equipment acquired. During the year ended September 30, 2021, the Company disposed of the first lease agreement asset but is still obligated to make the full payments under the lease. The net book value of the related property as of September 30, 2021 and 2020 was \$166,580 and \$386,769, respectively.

Amortization totaling \$53,670 and \$70,321, respectively, was incurred for the years ended September 30, 2021 and 2020 relative to the furniture, fixtures and equipment under capital lease is included in depreciation on the consolidated statements of activities and change in net assets.

The following is a schedule by years of future minimum payments under leases, together with the present value of minimum lease payments as of September 30, 2021:

#### Year Ending September 30

2022	\$ 127,962
2023	40,748
Total minimum lease payments	<u>168,710</u>
Less amount representing interest	<u>7,041</u>
Lease Obligations	\$ <u>161,669</u>

# SEABURY, INC AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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### NOTE 9 - REVENUE FROM CONTRACTS WITH CUSTOMERS

#### Revenue

Health center, assisted living, resident service, home health and Seabury At Home revenue is reported at the amount that reflects the consideration the Company expects to receive in exchange for the services provided. Revenue that is recognized over time includes all of the resident services and healthcare revenue. These amounts are due from residents or third-party payors. Performance obligations are determined based on the nature of the services provided. Health center, assisted living, resident service, home health and Seabury At Home revenue is recognized as performance obligations are satisfied. The Company recognizes revenue in accordance with the provisions of Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 606, *Revenue from Contracts with Customers* (ASC 606).

The Company's specific revenue recognition policies are as follows:

#### **Health Center Patient Revenue**

The Company recognizes health center patient revenue at estimated net realizable amounts from patients, third-party payors and others for services rendered on a per diem basis. Rates charged for health center services rendered, other than private-pay patients and third-party payors, are regulated by Medicare and Medicaid. Revenue under certain third-party payor agreements is subject to audit and retroactive adjustment. Provisions for estimated third-party payor settlements are provided in the period the related services are rendered. Differences between the estimated amounts accrued and interim and final settlements are reported in operations in the year of settlement. Changes in estimates of prior year settlements were not significant in 2021 or 2020. Management believes that all applicable government reimbursement principles have been properly applied and that no material adjustments will occur as result of an audit.

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Management believes that the Company is in compliance with the licensure, accreditation, government healthcare program participation requirements and other Medicaid fraud and abuse legislation, and with other government regulatory and statutory laws and provisions. While no material regulatory inquiries have been initiated by government agencies, compliance with such laws and regulations can be subject to future government review and can lead to other new statutory and regulatory interpretations, as well as other regulatory actions unknown or unasserted at this time.

#### **Assisted Living Services Revenue**

Under the assisted living services, the Company provides senior living services to residents for a stated daily service fee for private-pay patients and at the published Old Age Assistance (OAA) daily rate for Medicaid covered patients. The Company's assisted living agreements are for a term of 30 days, with resident fees billed monthly for room and board. Residents are charged on a fee schedule for any additional ancillary services. Revenue is recognized on a monthly basis for room and board fees and a daily basis for ancillary services provided.

#### **Resident Service Revenue**

Under the Company's independent living agreements, the Company provides senior living services to residents for a stated monthly service fee. Resident agreements are for a term of 30 days, with options. Revenue is recognized on a monthly basis upon the provision of the related service.

# SEABURY, INC AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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The Company's independent living agreements require the resident to pay an upfront entrance fee prior to moving into the community, which is partially refundable in certain circumstances. The nonrefundable portion of the entrance fee is recorded as deferred revenue and amortized over the estimated actuarial life of the resident. This amount is considered a contract liability under ASC 606. The refundable portion of a resident's entrance fee is recorded as a liability and refundable upon the resale and re-occupancy of the unit. The refundable portion of the fee is not amortized and is included in refundable entrance fees. The refundable portion of the entrance fees is not considered part of contract liabilities under ASC 606.

### **Home Health Revenue**

Under the Company's home health agreements, the Company provides home health services to residents for various stated fees. Home health agreements are for a term of 30 days, with options. Revenue is recognized upon the provision of each session of the related service. Rates charged for home health services rendered, other than private-pay patients and third-party payors, are regulated by Medicare and Medicaid. Revenue under certain third-party payor agreements is subject to audit and retroactive adjustment. Provisions for estimated third-party payor settlements are provided in the period the related services are rendered. Differences between the estimated amounts accrued and interim and final settlements are reported in operations in the year of settlement. Changes in estimates of prior year settlements were not significant in 2021 or 2020. Management believes that all applicable government reimbursement principles have been properly applied and that no material adjustments will occur as result of an audit.

### **Seabury At Home Revenue**

Under the Company's At Home agreements, the Company provides home health services to residents for a stated monthly service fee. Resident agreements are for a term of 30 days, with options. Revenue is recognized on a monthly basis upon the provision of the related service.

The Company's At Home agreements require the resident to pay an upfront entrance fee prior to rendering home health services, which is partially refundable in certain circumstances. The nonrefundable portion of the entrance fee is recorded as deferred revenue and amortized over the estimated actuarial life of the resident. This amount is considered a contract liability under ASC 606. The refundable portion of a resident's entrance fee is recorded as a liability and refundable upon termination from the At Home program. The refundable portion of the fee is not amortized and is included in refundable entrance fees. The refundable portion of the entrance fees is not considered part of contract liabilities under ASC 606.

### **Other Income**

Other income represents revenue from services from amenities and convenience services provided to residents and guests. This revenue is recognized on a daily basis upon the provision of the respective service.

### **Services to Seabury At Home, Inc.**

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

# SEABURY, INC AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

The Company has elected the practical expedient under ASC 606 and does not adjust the promised amount of consideration from patients and third-party payors for the effects of a significant financing component due to the Company's expectation that the period between the time the service is provided to a patient and the time that the patient or a third-party payor pays for that service will be one year or less. However, the Company does, in certain instances, enter into payment agreements with residents that allow payments in excess of one year. For those cases, the financing component is not deemed to be significant to the contract.

The Company has applied the practical expedient provided by FASB ASC 340-40-25-4 and all incremental customer contract acquisition costs are expensed as they are incurred, as the amortization period of the asset that the Company otherwise would have recognized is one year or less in duration.

The composition of revenues by primary payor for the years ended September 30, 2021 and 2020 is as follows:

	<b>2021</b>				
	<b>Health Center Patients</b>	<b>Assisted Living Services</b>	<b>Resident Services</b>	<b>Home Health</b>	<b>Seabury At Home</b>
Lifecare residents and members	\$ 1,025,241	\$ -	\$ 14,444,940	\$ 747,684	\$ 1,008,837
Private	1,683,676	1,918,323	1,860,175	(30)	-
Medicare	2,445,355	-	243,688	(10,778)	-
Medicaid	2,257,842	732,720	-	-	-
Other third-party payors	1,121,212	68,687	17,109	(5,427)	-
<b>Total</b>	<b>\$ 8,533,326</b>	<b>\$ 2,719,730</b>	<b>\$ 16,565,912</b>	<b>\$ 731,449</b>	<b>\$ 1,008,837</b>
	<b>2020</b>				
	<b>Health Center Patients</b>	<b>Assisted Living Services</b>	<b>Resident Services</b>	<b>Home Health</b>	<b>Seabury At Home</b>
Lifecare residents and members	\$ 1,216,631	\$ -	\$ 14,775,847	\$ 765,400	\$ 924,063
Private	1,670,599	2,573,695	1,902,604	1,427	-
Medicare	2,588,760	-	250,913	417,553	-
Medicaid	2,411,414	628,713	-	-	-
Other third-party payors	960,686	82,214	34,555	79,537	-
<b>Total</b>	<b>\$ 8,848,090</b>	<b>\$ 3,284,622</b>	<b>\$ 16,963,919</b>	<b>\$ 1,263,917</b>	<b>\$ 924,063</b>

The opening and closing contract balances were as follows:

	<b>Accounts and Entrance Receivable</b>
Balance as of October 1, 2019	\$ 3,488,215
Balance as of September 30, 2020	2,745,854
Balance as of September 30, 2021	3,812,099

# SEABURY, INC AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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### NOTE 10 - COVID PROGRAMS

During the years ended September 30, 2021 and 2020, the Company received \$87,235 and \$984,620, respectively, in grant proceeds through the Provider Relief Program and Coronavirus Relief Fund under the CARES Act. Under the Provider Relief Program program, the Company is required to use the grant proceeds to cover certain expenditures or lost healthcare revenues that occurred due to the COVID pandemic. Under the Coronavirus Relief Fund grant, the Company was required to use the proceeds to cover certain COVID expenditures prior to June 30, 2020. The Company recognized revenue under these programs of \$531,408 and \$540,447, respectively, during the years ended September 30, 2021 and 2020, as included within other income on the consolidated statement of activities and changes in net assets, for qualifying expenses incurred through that date.

### NOTE 11 - LIFE CARE AGREEMENT

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

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

An agreed-upon payment schedule for full payment of the life care entrance fee is obtained from the resident prior to occupancy. The fee consists of a refundable and nonrefundable portion. The refundable portion varies depending upon which of the six life care contract plans is selected. One of the life care plans offers a declining refund at 2% per month, one plan is a nonrefundable plan (0%) and one plan offers a fixed 67% refund of the original life care entrance fee. The other three life care plans offer an 80%, 85% or 95% refund, respectively, of the original life care entrance fees if the occupant never resides in the nursing facility. If the resident enters the nursing facility, the refundable amount can be reduced by the nursing facility's standard daily private-pay rate. Under the resident agreements of the five refundable plans, amounts are refundable after the living unit is reoccupied and the new life care entrance fee is paid in full. The declining refund, 85% and 95% plans have been discontinued and are no longer being offered to new residents.

The 0%, 67%, 80%, 85% and 95% refundable portions of the life care entrance fee are deferred. All currently held refundable amounts are shown as a liability in the consolidated statements of financial position. The 100%, 33%, 20%, 15% and 5% nonrefundable portions of the life care entrance fee and the entire entrance fee for those who select a plan that offers the declining refund at 2% per month are amortized into income over the residents' actuarially determined remaining lives as calculated by the Company's actuaries.

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

# SEABURY, INC AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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

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

An agreed-upon payment schedule for full payment of the life care entrance fee is obtained from the resident prior to enrollment. The fee consists of a refundable and nonrefundable portion. The refundable portion varies depending upon which of the eight contract plans is selected. During 2019, the six declining refund contracts were changed to be nonrefundable for new residents. Prior to that, the declining plan offered a declining refund at 2% per month and the other two plans offer a fixed 80% or 90% refund, respectively, of the original life care entrance fee. Within the six nonrefundable contracts, two offer 100% coverage of home and facility-based care, including assisted living and skilled nursing services, one offers a 30% co-pay option for these services, one offers 100% coverage of home-based care, one offers a 50% co-pay option for home-based care and the final contract provides caps on assisted living and skilled nursing services. The 80% and 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 plans, amounts are refundable after the individual has terminated their agreement. The 80% and 90% refundable portion of the life care entrance fee is shown as a liability in the consolidated statements of financial position. The 20% and 10% nonrefundable portion of the life care entrance fee and the entire entrance fee for those who select the plans that offer the declining refund at 2% per month are amortized into income over the residents' actuarially determined remaining life as calculated by the Company's actuaries. The 90% plan has been discontinued and is no longer being offered to new residents.

If a resident with a declining refund of 2% per month transfers from Seabury At Home to Seabury to a plan with either a declining refund of 2% per month or a fixed refund of 0%, 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.



# SEABURY, INC AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

The Company's actuaries annually calculate the present value of the net cost or benefit of future services and use of facilities to be provided to current residents of Seabury and enrollees of Seabury At Home and compare that amount to the balance of refundable and nonrefundable deferred entrance fees. If the present value of the net cost or benefit of future services and use of facilities exceeds the refundable and nonrefundable deferred entrance fees, a liability is recorded with a corresponding charge to income. As of September 30, 2021 and 2020, no such obligation existed for Seabury and Seabury At Home. Any significant changes to the actuarial assumptions used in the calculation could significantly change the results of the calculation. It is management's opinion that the assumptions applied in the calculation are reasonable.

### NOTE 12 - LIQUIDITY AND AVAILABILITY OF RESOURCES

The Company's financial assets available within one year of the consolidated statements of financial position date for general expenditure are as follows:

	<u>2021</u>	<u>2020</u>
Cash and cash equivalents	\$ 9,101,874	\$ 16,915,378
Restricted cash and cash equivalents held by trustee	1,567,919	2,105,246
Entrance fee deposits	236,855	157,197
Accounts receivable, net	2,032,573	1,801,403
Entrance fees receivable	1,779,526	944,451
Investments	31,509,844	21,086,693
Investments held by trustees	4,019,907	3,539,796
Deferred compensation investments	353,052	277,339
Beneficial interest in perpetual trusts	6,248,143	5,255,383
Total financial assets available within one year	<u>56,849,693</u>	<u>52,082,886</u>
Less amounts unavailable for general expenditures within one year due to:		
Cash, cash equivalents and investments held by trustee for debt service	(5,587,826)	(5,645,042)
Cash, cash equivalents and investments with donor restrictions	(1,161,950)	(957,643)
Investments restricted to fund deferred compensation liability	(353,052)	(277,339)
Restricted by donors in perpetuity	<u>(6,618,143)</u>	<u>(5,625,383)</u>
Total amounts unavailable for general expenditure within one year	<u>(13,720,971)</u>	<u>(12,505,407)</u>
Amounts unavailable without Board's approval:		
Board-designated endowment	<u>(33,041,794)</u>	<u>(19,759,050)</u>
Total Financial Assets Available to Management for General Expenditure Within One Year	<u>\$ 10,086,928</u>	<u>\$ 19,818,429</u>

### Liquidity Management

The Company maintains a policy of structuring its financial assets to be available as its general expenditures, liabilities and other obligations come due. In addition, the Company invests cash in excess of weekly requirements in short-term investments.

# SEABURY, INC AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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### NOTE 13 - NET ASSETS

#### Net Assets With Donor Restrictions

The following is the composition of the Company's net assets with donor restrictions at September 30, 2021 and 2020:

	<u>2021</u>	<u>2020</u>
Restricted in perpetuity	\$ 6,618,143	\$ 5,625,383
Other net assets with donor restrictions:		
Endowment investment returns	1,041,867	838,198
Purpose restricted - pledges	68,888	68,888
Purpose restricted - programs	<u>51,195</u>	<u>50,557</u>
	<u>\$ 7,780,093</u>	<u>\$ 6,583,026</u>

Net assets with donor restrictions were released from restrictions by incurring expenses satisfying program restrictions of \$1,194 and \$1,800 for the years ended September 30, 2021 and 2020, respectively.

### NOTE 14 - ENDOWMENT

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

# SEABURY, INC AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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### 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 net assets with donor restrictions (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 as permanent endowment is classified as net assets with donor restrictions 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 Company 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 Company
- The investment policies of the Company

Endowment net asset composition by type of fund as of September 30, 2021 and 2020 is as follows:

	<u>2021</u>	<u>2020</u>
	<u>With Donor Restrictions</u>	<u>With Donor Restrictions</u>
Donor-restricted endowment funds:		
Original donor-restricted gift amount and amounts required to be maintained in perpetuity by donor	\$ 370,000	\$ 370,000
Endowment investment returns	<u>1,041,867</u>	<u>838,198</u>
Total	<u>\$ 1,411,867</u>	<u>\$ 1,208,198</u>

# SEABURY, INC AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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Changes in endowment net assets for the years ended September 30, 2021 and 2020 are as follows:

	<u>With Donor Restrictions</u>
Endowment assets - September 30, 2019	\$ <u>1,073,342</u>
Investment gain:	
Realized gains	134,032
Unrealized gains	<u>824</u>
Total investment gain	<u>134,856</u>
Endowment assets - September 30, 2020	<u>1,208,198</u>
Investment gain:	
Realized gains	42,362
Unrealized gains	<u>161,307</u>
Total investment gain	<u>203,669</u>
Endowment Assets - September 30, 2021	\$ <u><u>1,411,867</u></u>

### Return Objectives and Risk Parameters

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

### Strategies Employed for Achieving Objectives

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

### Spending Policy and How the Investment Objectives Relate to Spending Policy

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

# SEABURY, INC AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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### Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires the Company to retain as a fund of perpetual duration. There were no deficiencies of this nature that were reported in net assets with donor restrictions as of September 30, 2021 and 2020.

### NOTE 15 - CASH FLOWS

#### Additional Cash Flow Information

The Company paid cash for interest of \$4,032,413 and \$4,177,407 during the years ended September 30, 2021 and 2020, respectively.

The Company issued a note receivable for \$125,000 the sale of land during the year ended September 30, 2021. This note receivable is receivable over two years and is included in prepaid expenses and other assets and pledges and other receivable in the consolidated statement of financial position as of September 30, 2021.

### NOTE 16 - RETIREMENT PLANS

The Company maintains a 403(b) defined contribution plan (the Plan). Employees are eligible to participate in the Plan upon employment and are eligible for employer matching contributions after 12 months of service. The Company matches employee contributions up to 5.0% of eligible employees' payroll for 2021 and 2020. Employees are fully vested in the Plan after three years of employment. Expenses for employer contributions recognized in fiscal 2021 and 2020 were approximately \$443,000 and \$460,000, respectively. The Company also maintains a nonqualified deferred compensation plan for key employees that is included as an asset and as a corresponding liability in the consolidated statements of financial position, which totaled \$353,052 and \$277,339 at September 30, 2021 and 2020, respectively.

### NOTE 17 - COMMITMENTS AND CONTINGENCIES

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

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

### NOTE 18 - HEALTHCARE INDUSTRY

The healthcare industry is subject to numerous laws and regulations of federal, state and local governments. These laws and regulations include, but are not necessarily limited to, matters such as licensure, accreditation, government healthcare program participation requirements, reimbursement for patient services and Medicare and Medicaid fraud and abuse. Government activity has increased with

# SEABURY, INC AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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respect to investigations and allegations concerning possible violations of fraud and abuse statutes and regulations by healthcare providers. Violations of these laws and regulations could result in expulsion from government healthcare programs together with the imposition of significant fines and penalties, as well as significant repayments for patient services previously billed. Management believes that the Company is in compliance with fraud and abuse, as well as other applicable government laws and regulations. While no material regulatory inquiries have been made, compliance with such laws and regulations can be subject to future government review and interpretation, as well as regulatory actions unknown or unasserted at this time.

The State of Connecticut Department of Social Services (the Department) has announced plans to potentially change the Medicaid reimbursement system for Skilled Nursing and Intermediate Care Facilities to an acuity-based methodology in July 1, 2022. The financial impact to the Company from this reimbursement change is currently unknown, but it could have a material impact on its operating results.

# Supplementary Information

## SEABURY, INC. AND SUBSIDIARIES

CONSOLIDATING SCHEDULE OF FINANCIAL POSITION  
SEPTEMBER 30, 2021

## ASSETS

	Church Home of Hartford Incorporated	Seabury Charitable Foundation, Inc.	Seabury At Home Inc.	Seabury at Powder Forest LLC	Eliminations	Total
<b>Current Assets</b>						
Cash and cash equivalents	\$ 5,840,026	\$ 69,223	\$ 3,191,347	\$ 1,278	-	\$ 9,101,874
Restricted cash and cash equivalents held by trustee	1,567,919	-	-	-	-	1,567,919
Entrance fee deposits	236,855	-	-	-	-	236,855
Accounts receivable, net	2,032,573	-	-	-	-	2,032,573
Accounts receivable, related party	345,574	-	-	-	(345,574)	-
Entrance fees receivable	914	-	1,778,612	-	-	1,779,526
Prepaid expenses and other current assets	1,826,885	-	6,986	27,042	-	1,860,913
Total current assets	<u>11,850,746</u>	<u>69,223</u>	<u>4,976,945</u>	<u>28,320</u>	<u>(345,574)</u>	<u>16,579,660</u>
<b>Investments</b>						
Investments	18,765,866	5,532,519	7,211,459	-	-	31,509,844
Investments held by trustee	4,019,907	-	-	-	-	4,019,907
Total investments	<u>22,785,773</u>	<u>5,532,519</u>	<u>7,211,459</u>	<u>-</u>	<u>-</u>	<u>35,529,751</u>
<b>Property and Equipment, at Cost</b>						
Land and improvements	4,385,745	-	315,692	4,891,120	-	9,592,557
Buildings and improvements	158,744,866	-	545,793	-	-	159,290,659
Furniture, fixtures and equipment	9,918,895	77,333	99,237	-	-	10,095,465
Vehicles	199,795	-	-	-	-	199,795
Construction in progress	393,080	-	-	-	-	393,080
	<u>173,642,381</u>	<u>77,333</u>	<u>960,722</u>	<u>4,891,120</u>	<u>-</u>	<u>179,571,556</u>
Less accumulated depreciation	76,176,513	19,550	487,723	-	-	76,683,786
Net property and equipment	<u>97,465,868</u>	<u>57,783</u>	<u>472,999</u>	<u>4,891,120</u>	<u>-</u>	<u>102,887,770</u>
<b>Other Assets</b>						
Deferred compensation investments	353,052	-	-	-	-	353,052
Beneficial interest in perpetual trusts	6,248,143	-	-	-	-	6,248,143
Investment in limited partnerships	435,218	-	-	-	-	435,218
Investment in Seabury at Powder Forest LLC	-	2,459,720	2,459,720	-	(4,919,440)	-
Pledges and other receivable	62,500	68,888	-	-	-	131,388
Total other assets	<u>7,098,913</u>	<u>2,528,608</u>	<u>2,459,720</u>	<u>-</u>	<u>(4,919,440)</u>	<u>7,167,801</u>
<b>Total Assets</b>	<u>\$ 139,201,300</u>	<u>\$ 8,188,133</u>	<u>\$ 15,121,123</u>	<u>\$ 4,919,440</u>	<u>\$ (5,265,014)</u>	<u>\$ 162,164,982</u>



## SEABURY, INC. AND SUBSIDIARIES

## CONSOLIDATING SCHEDULE OF FINANCIAL POSITION (CONTINUED)

SEPTEMBER 30, 2021

## LIABILITIES AND NET ASSETS

	Church Home of Hartford Incorporated	Seabury Charitable Foundation, Inc.	Seabury At Home Inc.	Seabury at Powder Forest LLC	Eliminations	Total
<b>Current Liabilities</b>						
Current portion of bonds payable	\$ 1,100,000	\$ -	\$ -	\$ -	\$ -	1,100,000
Current portion of capital leases	120,924	-	-	-	-	120,924
Accounts payable and accrued expenses	2,659,229	25,420	45,824	-	-	2,730,473
Accounts payable, related party	-	-	345,574	-	(345,574)	-
Entrance fee deposits	236,855	-	-	-	-	236,855
Total current liabilities	<u>4,117,008</u>	<u>25,420</u>	<u>391,398</u>	<u>-</u>	<u>(345,574)</u>	<u>4,188,252</u>
<b>Annuities Payable</b>	-	217,095	-	-	-	217,095
<b>Bonds Payable, Net of Current Portion and Bond Financing Costs</b>	<u>79,496,865</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>79,496,865</u>
<b>Capital Leases, Net of Current Portion</b>	<u>40,745</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>40,745</u>
<b>Deferred Compensation</b>	<u>353,052</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>353,052</u>
<b>Refundable and Nonrefundable Entrance Fees</b>						
Entrance fees refunds payable	33,259,077	-	3,485,436	-	-	36,744,513
Nonrefundable deferred fees, net	27,254,746	-	10,421,998	-	-	37,676,744
Total refundable and nonrefundable deferred entrance fees	<u>60,513,823</u>	<u>-</u>	<u>13,907,434</u>	<u>-</u>	<u>-</u>	<u>74,421,257</u>
Total liabilities	<u>144,521,493</u>	<u>242,515</u>	<u>14,298,832</u>	<u>-</u>	<u>(345,574)</u>	<u>158,717,266</u>
<b>Net Assets</b>						
Without donor restrictions	(12,985,780)	7,831,112	822,291	4,919,440	(4,919,440)	(4,332,377)
With donor restrictions	7,665,587	114,506	-	-	-	7,780,093
Total net assets	<u>(5,320,193)</u>	<u>7,945,618</u>	<u>822,291</u>	<u>4,919,440</u>	<u>(4,919,440)</u>	<u>3,447,716</u>
<b>Total Liabilities and Net Assets</b>	<u>\$ 139,201,300</u>	<u>\$ 8,188,133</u>	<u>\$ 15,121,123</u>	<u>\$ 4,919,440</u>	<u>\$ (5,265,014)</u>	<u>\$ 162,164,982</u>

# SEABURY, INC. AND SUBSIDIARIES

## CONSOLIDATING SCHEDULE OF FINANCIAL POSITION SEPTEMBER 30, 2020

### ASSETS

	Church Home of Hartford Incorporated	Seabury Charitable Foundation, Inc.	Seabury At Home Inc.	Seabury at Powder Forest LLC	Eliminations	Total
<b>Current Assets</b>						
Cash and cash equivalents	\$ 7,735,827	\$ 11,133	\$ 9,166,716	\$ 1,702	\$ -	\$ 16,915,378
Restricted cash and cash equivalents held by trustee	2,105,246	-	-	-	-	2,105,246
Entrance fee deposits	157,197	-	-	-	-	157,197
Accounts receivable, net	1,801,403	-	-	-	-	1,801,403
Accounts receivable, related party	244,362	-	-	-	(244,362)	-
Entrance fees receivable	-	-	944,451	-	-	944,451
Prepaid expenses and other current assets	871,781	-	6,774	26,772	-	905,327
Total current assets	<u>12,915,816</u>	<u>11,133</u>	<u>10,117,941</u>	<u>28,474</u>	<u>(244,362)</u>	<u>22,829,002</u>
<b>Investments</b>						
Investments	16,226,679	4,860,014	-	-	-	21,086,693
Investments held by trustee	3,539,796	-	-	-	-	3,539,796
Total investments	<u>19,766,475</u>	<u>4,860,014</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>24,626,489</u>
<b>Property and Equipment, at Cost</b>						
Land and improvements	4,429,495	-	315,692	4,891,120	-	9,636,307
Buildings and improvements	157,583,539	-	545,793	-	-	158,129,332
Furniture, fixtures and equipment	10,273,163	77,333	99,237	-	-	10,449,733
Vehicles	230,163	-	-	-	-	230,163
Construction in progress	393,080	-	-	-	-	393,080
	<u>172,909,440</u>	<u>77,333</u>	<u>960,722</u>	<u>4,891,120</u>	<u>-</u>	<u>178,838,615</u>
Less accumulated depreciation	68,813,243	14,367	465,419	-	-	69,293,029
Net property and equipment	<u>104,096,197</u>	<u>62,966</u>	<u>495,303</u>	<u>4,891,120</u>	<u>-</u>	<u>109,545,586</u>
<b>Other Assets</b>						
Deferred compensation investments	277,339	-	-	-	-	277,339
Beneficial interest in perpetual trusts	5,255,383	-	-	-	-	5,255,383
Investment in limited partnerships	385,295	-	-	-	-	385,295
Investment in Seabury at Powder Forest LLC	-	2,459,797	2,459,797	-	(4,919,594)	-
Pledges receivable	-	68,888	-	-	-	68,888
Total other assets	<u>5,918,017</u>	<u>2,528,685</u>	<u>2,459,797</u>	<u>-</u>	<u>(4,919,594)</u>	<u>5,986,905</u>
<b>Total Assets</b>	<u>\$ 142,696,505</u>	<u>\$ 7,462,798</u>	<u>\$ 13,073,041</u>	<u>\$ 4,919,594</u>	<u>\$ (5,163,956)</u>	<u>\$ 162,987,982</u>

# SEABURY, INC. AND SUBSIDIARIES

## CONSOLIDATING SCHEDULE OF FINANCIAL POSITION (CONTINUED) SEPTEMBER 30, 2020

### LIABILITIES AND NET ASSETS

	Church Home of Hartford Incorporated	Seabury Charitable Foundation, Inc.	Seabury At Home Inc.	Seabury at Powder Forest LLC	Eliminations	Total
<b>Current Liabilities</b>						
Current portion of bonds payable	\$ 1,050,000	\$ -	\$ -	\$ -	\$ -	1,050,000
Current portion of Paycheck Protection Program loan payable	371,411					371,411
Current portion of capital lease	113,848	-	-	-	-	113,848
Accounts payable and accrued expenses	2,461,802	6,063	24,161	-	-	2,492,026
Accounts payable, related party	-	-	244,362	-	(244,362)	-
Deferred revenue	444,173					444,173
Entrance fee deposits	157,197	-	-	-	-	157,197
Total current liabilities	<u>4,598,431</u>	<u>6,063</u>	<u>268,523</u>	<u>-</u>	<u>(244,362)</u>	<u>4,628,655</u>
Annuities Payable	-	127,547	-	-	-	127,547
Bonds Payable, Net of Current Portion and Bond Financing Costs	<u>80,581,483</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>80,581,483</u>
Paycheck Protection Program Loan Payable, Net of Current Portion	<u>2,907,710</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,907,710</u>
Capital Lease, Net of Current Portion	<u>162,243</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>162,243</u>
Deferred Compensation	<u>277,339</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>277,339</u>
Refundable and Nonrefundable Entrance Fees						
Entrance fees refunds payable	33,917,126	-	3,380,947	-	-	37,298,073
Nonrefundable deferred fees, net	28,485,787	-	9,363,819	-	-	37,849,606
Total refundable and nonrefundable deferred entrance fees	<u>62,402,913</u>	<u>-</u>	<u>12,744,766</u>	<u>-</u>	<u>-</u>	<u>75,147,679</u>
Total liabilities	<u>150,930,119</u>	<u>133,610</u>	<u>13,013,289</u>	<u>-</u>	<u>(244,362)</u>	<u>163,832,656</u>
<b>Net Assets</b>						
Without donor restrictions	(14,702,772)	7,215,320	59,752	4,919,594	(4,919,594)	(7,427,700)
With donor restrictions	6,469,158	113,868	-	-	-	6,583,026
Total net assets	<u>(8,233,614)</u>	<u>7,329,188</u>	<u>59,752</u>	<u>4,919,594</u>	<u>(4,919,594)</u>	<u>(844,674)</u>
<b>Total Liabilities and Net Assets</b>	<u>\$ 142,696,505</u>	<u>\$ 7,462,798</u>	<u>\$ 13,073,041</u>	<u>\$ 4,919,594</u>	<u>\$ (5,163,956)</u>	<u>\$ 162,987,982</u>

**SEABURY, INC. AND SUBSIDIARIES**

**CONSOLIDATING SCHEDULE OF ACTIVITIES AND CHANGES IN NET ASSETS  
FOR THE YEAR ENDED SEPTEMBER 30, 2021**

	Church Home of Hartford Incorporated		Seabury Charitable Foundation, Inc.		Seabury At Home, Inc.		Seabury at Powder Forest LLC	
	Without Donor Restrictions	With Donor Restrictions	Without Donor Restrictions	With Donor Restrictions	Without Donor Restrictions	With Donor Restrictions	Without Donor Restrictions	With Donor Restrictions
<b>Revenues, Gains and Other Support</b>								
Health center patients, net of contractuals	\$ 8,669,538	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assisted living services	2,719,730	-	-	-	-	-	-	-
Resident services	16,805,741	-	-	-	-	-	-	-
Home health revenue (expense)	(16,235)	-	-	-	747,684	-	-	-
Seabury At Home revenue	-	-	-	-	1,008,837	-	-	-
Services to Seabury At Home, Inc.	1,639,844	-	-	-	-	-	-	-
Amortization of nonrefundable deferred fees	3,579,961	-	-	-	1,178,366	-	-	-
Investment income (loss)	588,546	177,757	128,625	-	51,413	-	-	-
Other income (expense)	1,902,703	-	(73,566)	-	381,219	-	-	-
Paycheck Protection Program loan forgiveness	3,208,620	-	-	-	-	-	-	-
Contributions and gifts	2,322	-	231,031	1,832	-	-	-	-
Contributions from the Seabury Charitable Foundation, Inc.	301,020	-	-	-	-	-	-	-
Net assets released from restrictions	-	-	1,194	(1,194)	-	-	-	-
<b>Total revenues, gains and other support</b>	<b>39,401,790</b>	<b>177,757</b>	<b>287,284</b>	<b>638</b>	<b>3,367,519</b>	<b>287,922</b>	<b>(2,256,242)</b>	<b>40,978,746</b>
<b>Expenses</b>								
Medical and other resident care	8,652,031	-	-	-	1,980,190	-	-	8,676,605
General and administrative	11,152,368	-	349,389	-	708,985	108,154	-	11,910,136
Dietary	3,129,299	-	-	-	-	-	-	3,129,299
Repairs and maintenance	2,895,482	-	-	-	-	-	-	2,895,482
Housekeeping and laundry	1,162,893	-	-	-	-	-	-	1,162,893
Interest expense, net	4,115,394	-	-	-	-	-	-	4,115,394
Depreciation	7,621,965	-	5,183	-	22,304	-	-	7,649,452
<b>Total expenses</b>	<b>38,729,452</b>	<b>-</b>	<b>354,572</b>	<b>-</b>	<b>2,711,479</b>	<b>5,183</b>	<b>(2,364,396)</b>	<b>39,539,261</b>
<b>Income (Loss) from Operations</b>	<b>672,338</b>	<b>177,757</b>	<b>(67,288)</b>	<b>638</b>	<b>656,040</b>	<b>(108,154)</b>	<b>108,154</b>	<b>1,439,485</b>
<b>Change in Net Unrealized Gain (Loss) on Investments</b>	<b>1,044,654</b>	<b>25,912</b>	<b>683,080</b>	<b>-</b>	<b>106,499</b>	<b>-</b>	<b>-</b>	<b>1,860,145</b>
<b>Change in Interest in Perpetual Trusts</b>	<b>-</b>	<b>992,760</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>992,760</b>
<b>Forgiveness of Debt</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Change in Net Assets</b>	<b>1,716,992</b>	<b>1,196,429</b>	<b>615,792</b>	<b>638</b>	<b>762,539</b>	<b>(108,154)</b>	<b>108,154</b>	<b>4,282,390</b>
<b>Net Assets - Beginning of Year</b>	<b>(14,702,772)</b>	<b>6,469,158</b>	<b>7,215,320</b>	<b>113,868</b>	<b>59,752</b>	<b>4,919,594</b>	<b>(4,919,594)</b>	<b>(844,674)</b>
<b>Contributions from Members</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>108,000</b>	<b>(108,000)</b>	<b>-</b>
<b>Net Assets - End of Year</b>	<b>\$ (12,985,780)</b>	<b>\$ 7,665,587</b>	<b>\$ (5,320,193)</b>	<b>\$ 114,506</b>	<b>\$ 822,291</b>	<b>\$ 4,919,440</b>	<b>\$ (4,919,440)</b>	<b>\$ 3,447,716</b>

SEABURY, INC. AND SUBSIDIARIES

CONSOLIDATING SCHEDULE OF ACTIVITIES AND CHANGES IN NET ASSETS  
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Church Home of Hartford Incorporated		Seabury Charitable Foundation, Inc.		Seabury At Home, Inc.		Seabury at Powder Forest LLC		Total
	Without Donor Restrictions	With Donor Restrictions	Without Donor Restrictions	With Donor Restrictions	Without Donor Restrictions	With Donor Restrictions	Without Donor Restrictions	With Donor Restrictions	
Revenues, Gains and Other Support									
Health center patients, net of contractuals	8,893,529	\$ -	8,893,529	\$ -	\$ -	\$ -	\$ -	\$ -	8,848,090
Assisted living services	3,284,622	-	3,284,622	-	-	-	-	-	3,284,622
Resident services	17,185,395	-	17,185,395	-	-	-	-	-	16,963,919
Home health revenue	498,517	-	498,517	-	-	-	-	-	1,263,917
Seabury At Home revenue	-	-	-	-	-	-	-	-	924,063
Services to Seabury At Home, Inc.	1,488,181	-	1,488,181	-	-	-	-	-	(1,488,181)
Amortization of nonrefundable deferred fees	3,880,061	-	3,880,061	-	-	-	-	-	4,898,820
Investment income (loss)	1,305,317	177,757	1,483,074	50,428	50,428	20,348	105,682	105,682	1,659,532
Other income	1,126,004	-	1,126,004	2,072	2,072	411,350	(47,489)	(47,489)	1,491,937
Contributions and gifts	30,370	-	30,370	488,796	2,600	491,396	-	-	521,766
Contributions from the Seabury Charitable Foundation, Inc.	165,557	-	165,557	1,800	(1,800)	-	-	-	(165,557)
Net assets released from restrictions	-	177,757	177,757	543,096	800	3,139,920	-	-	39,856,666
Total revenues, gains and other support	37,857,553	177,757	38,035,310	543,896	543,896	3,139,920	(1,862,460)	(1,862,460)	39,856,666
Expenses									
Medical and other resident care	9,692,778	-	9,692,778	-	-	-	-	-	9,746,136
General and administrative	11,013,004	-	11,013,004	208,923	208,923	1,712,880	(1,659,522)	(1,659,522)	11,785,928
Dietary	3,473,736	-	3,473,736	-	-	766,939	(308,620)	(308,620)	3,473,736
Repairs and maintenance	2,818,419	-	2,818,419	-	-	-	-	-	2,818,419
Housekeeping and laundry	1,109,976	-	1,109,976	-	-	-	-	-	1,109,976
Interest expense, net	4,133,884	-	4,133,884	-	-	-	-	-	4,133,884
Depreciation	7,666,195	-	7,666,195	5,182	5,182	40,442	(1,968,142)	(1,968,142)	7,711,819
Total expenses	39,907,992	-	39,907,992	214,105	214,105	2,520,261	(105,682)	(105,682)	40,779,898
Income (Loss) from Operations	(2,050,439)	177,757	(1,872,682)	328,991	800	619,659	105,682	105,682	(923,232)
Change in Net Unrealized Gain (Loss) on Investments	(315,035)	(42,801)	(357,936)	454,743	-	454,743	-	-	96,807
Change in Interest in Perpetual Trusts	-	188,202	188,202	-	-	-	-	-	188,202
Change in Net Assets	(2,365,474)	323,058	(2,042,416)	783,734	800	619,659	(105,682)	(105,682)	(638,223)
Net Assets - Beginning of Year	(12,337,298)	6,146,100	(6,191,198)	6,431,586	113,068	(559,907)	4,919,276	(4,919,276)	(206,451)
Contributions from Members	-	-	-	-	-	-	106,000	(106,000)	-
Net Assets - End of Year	(14,702,772)	6,469,158	(8,233,614)	7,215,320	113,868	59,752	4,919,594	(4,919,594)	(844,674)

**SEABURY, INC. AND SUBSIDIARIES**

**CONSOLIDATING SCHEDULE OF CASH FLOWS  
FOR THE YEAR ENDED SEPTEMBER 30, 2021**

	Church Home of Harford Incorporated	Seabury Charitable Foundation, Inc.	Seabury At Home, Inc.	Seabury at Powder Forest LLC	Eliminations	Total
<b>Cash Flows from Operating Activities</b>						
Change in net assets	\$ 2,913,421	\$ 616,430	\$ 762,559	\$ (108,154)	\$ 108,154	\$ 4,292,390
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:						
Proceeds from entrance fees, net of refunds	1,690,871	-	2,341,034	-	-	4,031,905
Depreciation	7,621,965	5,183	22,304	-	-	7,649,452
Bad debt expense	59,090	-	-	-	-	59,090
Loss on disposal of property	53,934	-	-	-	-	53,934
Amortization of bond financing costs	91,665	-	-	-	-	91,665
Amortization of bond premium	(76,283)	-	-	-	-	(76,283)
Amortization of nonfundable deferred fees	(3,579,961)	-	(1,178,366)	-	-	(4,758,327)
Change in net unrealized gain on investments	(1,070,566)	(683,080)	(106,499)	-	-	(1,860,145)
Change in interest in perpetual trusts	(992,760)	-	-	-	-	(992,760)
Loss on investment in Seabury at Powder Forest LLC	-	54,077	-	-	(108,154)	-
Forgiveness of Paycheck Protection Program note payable	(3,208,620)	-	-	-	-	(3,208,620)
(increase) decrease in operating assets:						
Entrance fee deposits	(79,656)	-	-	-	-	(79,656)
Accounts receivable and pledges receivable	(290,260)	-	-	-	-	(290,260)
Accounts receivable, related party	(101,212)	-	-	-	101,212	-
Entrance fees receivable	(914)	-	(934,161)	-	-	(893,075)
Prepaid expenses and other current assets	(892,604)	-	(212)	(270)	-	(893,086)
Increase (decrease) in operating liabilities:						
Accounts payable and accrued expenses	274,162	19,357	21,663	-	-	315,182
Accounts payable, related party	(444,173)	-	101,212	-	(101,212)	-
Deferred revenue	79,656	-	-	-	-	79,656
Entrance fee deposits	-	89,548	-	-	-	89,548
Annuities payable	-	101,515	-	(108,424)	-	3,224,437
Net cash provided by (used in) operating activities	2,047,755	1,183,591	-	-	-	3,224,437
<b>Cash Flows from Investing Activities</b>						
(Purchases) sales of investments and cash and investments held by trustee, net	(1,998,655)	10,575	(7,104,960)	-	-	(9,093,040)
Investment in Seabury at Powder Forest LLC	-	(54,000)	-	-	108,000	-
Decrease in accounts payable and accrued expenses related to construction	(76,735)	-	-	-	-	(76,735)
Purchases of property and equipment	(1,233,570)	-	-	-	-	(1,233,570)
Proceeds from sale of property and equipment	63,000	-	-	-	-	63,000
Net cash provided by (used in) investing activities	(3,245,960)	(43,425)	(7,158,960)	-	108,000	(10,340,345)
<b>Cash Flows from Financing Activities</b>						
Principal payments on bonds payable	(1,050,000)	-	-	-	-	(1,050,000)
Principal payments on capital leases	(114,422)	-	-	-	-	(114,422)
Principal payments on Paycheck Protection Program note payable	(70,501)	-	-	-	-	(70,501)
Contributions from members	-	-	-	108,000	(108,000)	-
Net cash provided by (used in) financing activities	(1,234,923)	-	-	108,000	(108,000)	(1,234,923)
<b>Net Increase (Decrease) in Cash, Cash Equivalents and Restricted Cash</b>	(2,433,128)	58,090	(5,975,369)	(424)	-	(8,350,831)
<b>Cash, Cash Equivalents and Restricted Cash - Beginning of Year</b>	9,841,073	11,133	9,166,716	1,702	-	19,020,624
<b>Cash, Cash Equivalents and Restricted Cash - End of Year</b>	7,407,945	69,223	3,191,347	1,278	-	10,669,793

**SEABURY, INC. AND SUBSIDIARIES**

**CONSOLIDATING SCHEDULE OF CASH FLOWS  
FOR THE YEAR ENDED SEPTEMBER 30, 2020**

	Church Home of Hartford Incorporated	Seabury Charitable Foundation, Inc.	Seabury At Home, Inc.	Seabury at Powder Forest LLC	Eliminations	Total
<b>Cash Flows from Operating Activities</b>						
Change in net assets	(2,042,416) \$	784,534 \$	619,659 \$	(105,682) \$	105,682 \$	(638,223)
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:						
Proceeds from entrance fees, net of refunds	1,029,867	-	645,005	-	-	1,674,872
Depreciation	7,866,795	5,182	40,442	-	-	7,711,819
Bad debt expense	3,589	-	-	-	-	3,589
Loss on disposal of property	81,665	-	-	-	-	81,665
Amortization of bond financing costs	(76,284)	-	-	-	-	(76,284)
Amortization of nonrefundable deferred fees	(3,880,061)	(454,743)	(1,018,759)	-	-	(4,898,820)
Change in net unrealized (gain) loss on investments	357,836	-	-	-	-	(96,807)
Change in interest in perpetual trusts	(188,202)	-	-	-	-	(188,202)
Loss on investment in Seabury at Powder Forest LLC	-	52,841	-	-	(105,682)	-
(Increase) decrease in operating assets:						
Entrance fee deposits	27,756	-	-	-	-	27,756
Accounts receivable and pledges receivable	(135,814)	-	-	-	-	(135,814)
Accounts receivable, related party	140,884	-	-	-	(140,884)	-
Accounts receivable	125,902	-	387,612	-	-	523,514
Entrance fees receivable	71,452	4,091	1,079	171	-	76,793
Prepaid expenses and other current assets	434,828	(34,727)	(60,296)	-	-	339,805
Increase (decrease) in operating liabilities:						
Accounts payable and accrued expenses	444,173	-	(140,884)	-	140,884	-
Accounts payable, related party	(27,756)	-	-	-	-	(27,756)
Deferred revenue	(27,756)	(57,550)	-	-	-	(85,306)
Entrance fee deposits	4,388,375	299,628	536,699	(105,511)	-	5,129,191
Annuities payable	-	-	-	-	-	-
Net cash provided by (used in) operating activities	(813,405)	(294,036)	(53,000)	-	106,000	(1,107,441)
<b>Cash Flows from Investing Activities</b>						
Sales of investments and investments held by trustee, net	-	(53,000)	(53,000)	-	-	(650,319)
Investment in Seabury at Powder Forest LLC	(650,319)	-	-	-	-	(2,000,269)
Decrease in accounts payable and accrued expenses related to construction	(2,000,269)	-	-	-	-	(3,758,029)
Purchases of property and equipment	(3,469,939)	(347,036)	(53,000)	-	106,000	-
Net cash provided by (used in) investing activities	3,279,121	-	-	-	-	3,279,121
<b>Cash Flows from Financing Activities</b>						
Proceeds from note payable - PPP loan	(1,010,000)	-	-	-	-	(1,010,000)
Principal payments on bonds payable	(107,726)	-	-	-	-	(107,726)
Principal payments on capital leases	2,161,395	-	-	106,000	(106,000)	2,161,395
Contributions from members	-	-	-	106,000	(106,000)	-
Net cash provided by (used in) financing activities	3,095,777	(47,408)	483,699	489	-	3,532,557
<b>Net Increase (Decrease) in Cash, Cash Equivalents and Restricted Cash</b>	6,745,296	58,541	8,683,017	1,213	-	15,488,067
<b>Cash, Cash Equivalents and Restricted Cash - Beginning of Year</b>	9,841,073 \$	11,133 \$	9,166,716 \$	1,702 \$	- \$	19,020,624
<b>Cash, Cash Equivalents and Restricted Cash - End of Year</b>						

**EXHIBIT C**

**PRO FORMA FINANCIAL STATEMENTS**



## 2022 SOURCES & USE OF FUNDS

### Notes and Assumptions for Pro Forma Revenue and Expenses

#### 2022 Revenue and Expense Assumptions

Seabury is using an average occupancy rate of 89% for independent living apartments and cottages. Life Care contract holders' monthly fees increased by 3.25% effective October 1, 2021. Earned entry fees are at \$3,656,000.

Skilled nursing occupancy is projected at 86%, with a payer mix projected at 19 private pay, 17 continuing care contract holders, 9 Medicare and 17 Medicaid residents. A rate increase of 3.25% established a new daily fee of \$586.00 for private pay skilled care.

Views occupancy is projected to average 86%, with a 3.25% rate increase used for the budget. The payer mix is projected to be 21 private pay, 19 continuing care contract holders, and 10 residential care residents.

Meadows occupancy is projected to average 82%, with a 0.0% rate increase used for the budget. The payer mix is projected to be 25 private pay, 9 continuing care contract holders, and 14 residential care residents.

Budgeted staffing hours for FY2022 is in line with FY2021. Annual merit increases in salaries and wages – 3%. Total salaries are projected at \$13,800,000 for the 2022 operating budget.

Seabury's 2022 operating budget is projecting \$36,635,000 in revenues and \$41,264,000 in expenses, for a net loss of (\$4,629,000) before capital expenditures. Seabury is projected to spend approximately \$1,262,000 on capital expenditures for FY2022.

#### COVID-19 Update

Seabury's operations were affected by COVID-19 with overall drop in occupancy. The Government showed an unprecedented level of financial support, which will help Seabury to stay financially strong during and after the COVID-19 pandemic. Seabury received funding from Provider Relief Funds throughout pandemic to offset COVID related expenses and loss of revenue.

Seabury received \$3.3M Paycheck Protection Program loan, which was used to restore pre-COVID-19 level of employment at Seabury and helped to pay for payroll and bond payments. This loan was forgiven during FY2021.

Despite the adverse effects of COVID-19 on operations, Seabury's overall position is favorable. The executive team is strategizing on ways to keep everyone safe and is reacting quickly to any new developments. Fitch rating agency has conducted its annual rating review and reported on May 5, 2021, BB rating and stable outlook. Marketing had several successful initiatives that resulted in increased interest from potential residents.

CHURCH HOME OF HARTFORD INCORPORATED  
 FORECASTED BALANCE SHEETS  
 FOR THE YEARS ENDING SEPTEMBER 30, 2021 - 2024  
 (IN THOUSANDS OF DOLLARS)

	ACTUAL 2021	BUDGET 2022	FORECAST 2023	FORECAST 2024
<b>ASSETS</b>				
<b>CURRENT ASSETS:</b>				
CASH*	\$5,840	\$5,281	\$5,423	\$5,961
ACCOUNTS RECEIVABLE	2,344	2,461	2,535	2,611
OTHER	1,764	1,817	1,872	1,928
ESCROW DEPOSITS HELD	<u>237</u>	<u>244</u>	<u>249</u>	<u>254</u>
TOTAL CURRENT ASSETS	10,185	9,803	10,078	10,754
ENDOWMENT FUNDS*	18,766	19,141	19,524	19,915
TRUSTEE HELD FUNDS*	5,588	5,700	5,814	5,930
PROPERTY, PLANT AND EQUIPMENT, NET	97,466	91,154	85,201	79,104
BENEFICIAL INTEREST IN PERPETUAL TRUSTS	6,248	6,248	6,248	6,248
DEFERRED COMPENSATION PLAN	353	372	391	410
ZIEGLER LINKAGE INVESTMENT	<u>435</u>	<u>435</u>	<u>435</u>	<u>435</u>
TOTAL ASSETS	139,041	132,853	127,691	122,795
<b>LIABILITIES AND NET ASSETS</b>				
<b>CURRENT LIABILITIES:</b>				
ACCOUNTS PAYABLE/ACCRUED EXPENSES	2,523	2,599	2,677	2,757
CURRENT PORTION OF FY16 BOND DEBT	0	0	0	0
CURRENT PORTION OF FY15 BOND DEBT	1,100	1,155	1,215	1,275
CURRENT PORTION OF CAPITAL LEASE	121	41	0	0
DEFERRED REVENUE	-	0	0	0
ESCROW DEPOSITS HELD	<u>237</u>	<u>244</u>	<u>249</u>	<u>254</u>
TOTAL CURRENT LIABILITIES	3,981	4,039	4,141	4,286
DEFERRED ENTRANCE FEES	60,588	60,132	59,332	58,512
FY16 BOND LONG-TERM DEBT, LESS CURRENT PORTION	52,515	52,515	52,515	52,515
PLUS PREMIUM ON FY16 BONDS	1,402	1,358	1,314	1,270
FY15 BOND LONG-TERM DEBT, LESS CURRENT PORTION	27,345	26,190	24,975	23,700
PLUS PREMIUM ON FY15 BONDS	551	519	487	455
GOVERNMENT LOAN	0	0	0	0
COST OF REFINANCING BONDS FY15	(691)	(650)	(609)	(568)
CAPITAL LEASE PAYABLE	41	0	0	0
COST OF FINANCING FY16 BONDS	<u>(1,624)</u>	<u>(1,573)</u>	<u>(1,522)</u>	<u>(1,471)</u>
TOTAL LONG TERM DEBT	79,539	78,359	77,160	75,901
DEFERRED COMPENSATION PLAN	353	372	391	410
TOTAL LIABILITIES	144,461	142,902	141,024	139,109
NET ASSETS	<u>(5,420)</u>	<u>(10,049)</u>	<u>(13,333)</u>	<u>(16,314)</u>
TOTAL LIABILITIES AND NET ASSETS	\$139,041	\$132,853	\$127,691	\$122,795

CHURCH HOME OF HARTFORD INCORPORATED  
FORECASTED STATEMENTS OF REVENUE AND EXPENSES  
FOR THE YEARS ENDING SEPTEMBER 30, 2021 - 2024  
(IN THOUSANDS OF DOLLARS)

	ACTUAL 2021	BUDGET 2022	FORECAST 2023	FORECAST 2024
OPERATING REVENUES:				
MONTHLY FEES	\$13,044	\$13,998	\$14,838	\$15,320
EARNED ENTRY FEES	3,548	3,656	4,000	4,120
ASSISTED LIVING REVENUE	4,424	3,895	4,207	4,333
ASSISTED LIVING - MEADOWS REVENUE	2,720	4,360	4,491	4,626
SKILLED NURSING	8,007	7,893	8,446	8,699
SERVICES TO SEABURY AT HOME	1,615	1,694	1,745	1,797
OTHER REVENUE	1,399	542	558	575
INVESTMENT INCOME	458	597	615	633
CONTRIBUTIONS AND GIFTS	58	0	0	0
	<hr/>			
TOTAL REVENUES	35,273	36,635	38,899	40,103
OPERATING EXPENSES:				
GENERAL AND ADMINISTRATIVE	10,490	11,716	12,067	12,430
MEDICAL AND OTHER RESIDENT CARE	8,926	9,487	9,772	10,065
DIETARY	3,009	3,645	3,754	3,867
REPAIRS AND MAINTENANCE	3,477	3,196	3,292	3,391
HOUSEKEEPING AND LAUNDRY	1,120	1,415	1,457	1,501
INTEREST	4,024	3,979	4,025	3,972
BAD DEBT	60	160	170	170
DEPRECIATION	7,622	7,574	7,553	7,597
AMORTIZATION	92	92	92	92
	<hr/>			
TOTAL EXPENSES	38,820	41,264	42,183	43,084
OPERATING LOSS	(3,547)	(4,629)	(3,284)	(2,981)
CHANGE IN NET UNREALIZED GAIN (LOSS) ON INVESTMENT	1,248	0	0	0
GOVERNMENT GRANTS (COVID-19)	4,119	0	0	0
CHANGE IN INTEREST IN PERPETUAL TRUST	993	0	0	0
NET LOSS	2,813	(4,629)	(3,284)	(2,981)
NET ASSETS, BEGINNING OF YEAR	(8,233)	(5,420)	(10,049)	(13,333)
NET ASSETS, END OF YEAR	(\$5,420)	(\$10,049)	(\$13,333)	(\$16,314)

CHURCH HOME OF HARTFORD INCORPORATED  
 FORECASTED STATEMENTS OF CASH FLOW  
 FOR THE YEARS ENDING SEPTEMBER 30, 2021 - 2024  
 (IN THOUSANDS OF DOLLARS)

	ACTUAL 2021	BUDGET 2022	FORECAST 2023	FORECAST 2024
CASH FLOW FROM OPERATING ACTIVITIES:				
NET LOSS	\$2,813	(\$4,629)	(\$3,284)	(\$2,981)
ADJUSTMENTS:				
DEPRECIATION	7,622	7,574	7,553	7,597
AMORTIZATION	92	92	92	92
BAD DEBT	60	160	170	170
(GAIN) LOSS ON PERM RESTRICTED INVESTEMENTS	(993)	0	0	0
(GAIN) LOSS ON ASSET DISPOSAL	54	0	0	0
LOAN FORGIVENESS REVENUE	(3,209)	0	0	0
INTEREST EXPENSE - BONDS PREMIUM	(76)	(76)	(76)	(76)
EARNED ENTRY FEES	(3,548)	(3,656)	(4,000)	(4,120)
ENTRY FEES RECEIVED	4,057	4,200	4,700	4,800
ENTRY FEES REFUNDED	(2,324)	(1,000)	(1,500)	(1,500)
CHANGES IN ACCOUNTS RECEIVABLE	(498)	(277)	(244)	(246)
CHANGES IN CURRENT LIABILITIES	358	102	102	104
CHANGE IN DEFERRED REVENUE	(444)	0	0	0
CHANGES IN OTHER CURRENT ASSETS	(924)	(79)	(78)	(80)
NET CASH PROVIDED BY OPERATING ACTIVITIES	3,040	2,411	3,435	3,760
CASH FLOW FROM INVESTING ACTIVITIES:				
CAPITAL IMPROVEMENTS AND EQUIPMENT	(1,223)	(1,262)	(1,600)	(1,500)
PROCEEDS FROM SALE OF PROPERTY AND EQUIPMENT	53	0	0	0
ZIEGLER LINKAGE INVESTMENT	(50)	0	0	0
NET CASH USED IN INVESTING ACTIVITIES	(1,220)	(1,262)	(1,600)	(1,500)
CASH FLOW FROM FINANCING ACTIVITIES:				
REPAYMENT OF BOND DEBT 15	(1,050)	(1,100)	(1,155)	(1,215)
REPAYMENT OF BOND DEBT 16	0	0	0	0
REPAYMENT OF GOVERNMENT LOAN	(70)	0	0	0
REPAYMENT OF CAPITAL LEASE	(114)	(121)	(41)	0
NET CASH USED IN FINANCING ACTIVITIES	(1,234)	(1,221)	(1,196)	(1,215)
ANNUAL CASH FLOW	586	(72)	639	1,045
CASH BEGINNING OF YEAR	29,608	30,194	30,122	30,760
CASH END OF YEAR*	\$30,194	\$30,122	\$30,760	\$31,805

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

CHURCH HOME OF HARTFORD INCORPORATED  
 FORECASTED FINANCIAL RATIO COVENANTS  
 FOR THE YEARS ENDING SEPTEMBER 30, 2021 - 2024

<u>DEBT SERVICE COVERAGE RATIO</u>				
	ACTUAL 2021	BUDGET 2022	FORECAST 2023	FORECAST 2024
NET INCOME (LOSS)	2,813	(4,629)	(3,284)	(2,981)
ADJUSTMENTS:				
EARNED ENTRY FEES	(3,548)	(3,656)	(4,000)	(4,120)
UNREALIZED (GAIN) LOSS	(1,248)	0	0	0
CHANGE IN INTEREST IN PERPETUAL TRUST	(993)			
DEPRECIATION	7,622	7,574	7,553	7,597
AMORTIZATION	92	92	92	92
INTEREST EXPENSE	4,024	3,979	4,025	3,972
GOVERNMENT GRANTS (COVID-19)	(4,119)	0	0	0
LOSS (GAIN) ON ASSET DISPOSAL	54	0	0	0
COVID EXPENSES	550	0	0	0
ENTRY FEES, NET OF REFUNDS	1,733	3,200	3,200	3,300
TOTAL	6,980	6,560	7,586	7,860
ANNUAL DEBT SERVICE	5,278	5,276	5,297	5,263
DEBT SERVICE COVERAGE RATIO (ANNUALIZED)	1.32	1.24	1.43	1.49
ANNUAL COVENANT REQUIREMENT	1.20			

<u>DAYS CASH ON HAND:</u>				
	ACTUAL 2523	BUDGET 2022	FORECAST 2023	FORECAST 2024
CASH AND CASH EQUIVALENTS	24,606	24,422	24,947	25,876
LESS RESTRICTED ENDOWMENT	(375)	(375)	(375)	(375)
TOTAL CASH	24,231	24,047	24,572	25,501
OPERATING EXPENSES	38,820	41,264	42,183	43,084
LESS DEPRECIATION/AMORTIZATION	(7,714)	(7,666)	(7,645)	(7,689)
LESS BAD DEBT	(60)	(160)	(170)	(170)
EXPENSES LESS NON-CASH EXPENSES FOR THE 12 MONTHS	31,046	33,438	34,368	35,225
DAYS CASH ON HAND	285	262	261	264
SEMI-ANNUAL REQUIREMENT	180 DAYS			

1/31/2022

### GROWTH RATE ASSUMPTIONS

	<u>2022</u>	<u>2023</u>	<u>2024</u>
<u>Rate Increases:</u>			
ILU	3.25%	3.00%	3.00%
Congregate	3.25%	3.00%	3.00%
HFA	3.25%	3.00%	3.00%
AL - Meadows	0.00%	3.00%	3.00%
Skilled Nursing	3.25%	3.00%	3.00%
Other Income	3.00%	3.00%	3.00%
Entrance Fees	3.00%	3.00%	3.00%
<u>Interest Income:</u>			
Marketable Securities	2.00%	2.00%	2.00%
Operating Accounts	0.00%	0.00%	0.00%
<u>Expenses:</u>			
Salaries	3.00%	3.00%	3.00%
Other	3.00%	3.00%	3.00%

Projected occupancy for 2022 is 89% for ILU, 86% for Congregate/HFA 82% for Meadows and 86% for Skilled Nursing. Future occupancy is expected to increase to 90% and higher.

Church Home of Hartford Incorporated  
Monthly/Daily Fee Increases

1/31/2022

<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	3.5	2.0
2016	3.5	4.0	4.0	4.0	2.0
2017	3.5	4.0	4.0	4.0	2.0
2018	3.25	4.0	3.5	4.0	3.0
2019	3.25	4.0	4.0	4.0	3.0
2020	3.5	4.0	4.0	4.0	2.0
2021	3.25	3.25	3.25	0.0	3.0
2022	3.25	3.25	3.25	0.0	3.0
Average last five years	3.30	3.70	3.60	2.40	2.80
Average since inception	3.6	4.0	3.9	3.1	1.8



**SEABURY**

**DISCLOSURE STATEMENT DATA**

<b>Increase Effective Date</b>	<b>Monthly Fees % Increase</b>	<b>Entry Fees Plan A / Plan 2% / 0% % Increase</b>	<b>Entry Fees Plan B / Plan 95% / 85% / 80% % Increase</b>	<b>Entry Fees Plan C / Plan 67% % Increase</b>
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%	<b>Plan 85% Implemented</b>	3.00%
10/01/2003	4.00%	4.00%	4.00%	4.00%
10/01/2004	2.00%	2.00%	2.00%	2.00%
10/01/2005	4.50%	4.50%	4.50%	4.50%
10/01/2006	5.50%	5.50%	5.50%	5.50%
10/01/2007	4.00%	4.00%	4.00%	4.00%
10/01/2008	3.00%	2.00%	2.00%	2.00%
10/01/2009	4.00%	3.00%	3.00%	3.00%
10/01/2010	3.00%	3.00%	3.00%	3.00%
10/01/2011	2.50%	0.00%	0.00%	0.00%
10/01/2012	3.00%	0.00%	0.00%	0.00%
10/01/2013	3.50%	0.00%	0.00%	0.00%
10/01/2014	3.50%	2.00%	2.00%	2.00%
10/01/2015	3.50%	2.00%	2.00%	2.00%
10/01/2016	3.50%	2.00%	2.00%	2.00%
10/01/2017	3.25%	2.00%	2.00%	2.00%
10/01/2018	3.25%	2.00%	2.00%	2.00%
02/01/2019	---	<b>Plan 0% Implemented</b>	<b>Plan 80% Implemented</b>	---
10/01/2019	3.50%	3.00%	3.00%	3.00%
10/01/2020	3.25%	3.00%	3.00%	3.00%
10/01/2021	3.25%	3.00%	3.00%	3.00%

**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.

# FEE SCHEDULE

## PLAN 0%

Offers moderate entrance and monthly fees. After occupancy, the entrance fee is non-refundable upon termination (including withdrawal or death of the Resident or remaining Resident in the case of double occupancy).

PLAN 0%	RESIDENCES	ENTRANCE		MONTHLY	
		SINGLE	DOUBLE	SINGLE	DOUBLE
COTTAGES	The Griffin*	\$153,878	\$217,818	\$3,852	\$5,196
	The Cadwell*	\$297,134	\$370,910	\$5,372	\$6,716
	The Bidwell*	\$358,694	\$432,470	\$6,367	\$7,711
	The Talcott*	\$441,294	\$515,070	\$7,846	\$9,188
	The Heublein**	\$482,173	\$552,394	\$7,915	\$9,258
	The Ely	\$107,859	N/A	\$2,910	N/A
	The Batterson I & II	\$144,817	\$208,757	\$3,569	\$4,913
	The Loomis I & II	\$223,649	\$297,420	\$4,243	\$5,585
	The Goodwin	\$240,740	\$314,514	\$4,602	\$5,946
	The Newberry	\$275,863	\$349,636	\$5,168	\$6,393
APARTMENTS	The Wilcox*	\$290,542	\$353,400	\$4,758	\$5,899
	The Buckingham*	\$324,792	\$395,524	\$5,354	\$6,638
	The Filley*	\$324,123	\$398,620	\$5,595	\$6,938
	The Prosser	\$327,056	\$400,361	\$5,776	\$7,119
	The Barnard	\$326,964	\$401,405	\$5,796	\$7,140
	The Griswold*	\$360,796	\$439,489	\$5,952	\$7,295
	The Grant*	\$356,984	\$435,114	\$5,913	\$7,333
	The Wintonbury	\$332,259	\$406,094	\$5,890	\$7,232
	The Gillette*	\$405,655	\$484,973	\$6,759	\$8,383
	The Petersen*	\$437,997	\$510,325	\$7,526	\$8,868

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

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

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

# PLAN 67%

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

RESIDENCES	ENTRANCE			REFUND			MONTHLY	
	SINGLE	DOUBLE	DOUBLE	SINGLE	DOUBLE	DOUBLE	SINGLE	DOUBLE
<b>The Griffin*</b> ..... 1 BED / 1 BATH	\$221,784	\$285,725	\$148,595	\$191,436	\$3,825	\$5,169		
<b>The Cadwell*</b> ..... 2 BED / 2 BATH	\$397,539	\$471,313	\$266,351	\$315,780	\$5,344	\$6,688		
<b>The Bidwell*</b> ..... DELUXE 2 BED / 2 BATH	\$485,388	\$559,161	\$325,210	\$374,638	\$6,302	\$7,646		
<b>The Talcott*</b> ..... 2 BED / DEN / 2.5 BATH	\$595,512	\$669,286	\$398,993	\$448,422	\$7,991	\$9,334		
<b>The Heublein**</b> ..... 2 BED / 2 BATH / 2 CAR GARAGE	\$628,963	\$699,185	\$421,405	\$468,454	\$8,063	\$9,405		
<b>The Ely</b> ..... STUDIO	\$144,530	N/A	\$36,835	N/A	\$2,910	N/A		
<b>The Batterson I &amp; II</b> ..... 1 BED / 1 BATH	\$199,969	\$263,911	\$133,979	\$176,820	\$3,550	\$4,893		
<b>The Loomis I &amp; II</b> ..... 1 BED / DEN / 1 BATH	\$290,299	\$364,071	\$194,500	\$243,928	\$4,206	\$5,550		
<b>The Goodwin</b> ..... 2 BED / 2 BATH	\$324,307	\$398,082	\$217,286	\$266,715	\$4,570	\$5,914		
<b>The Newberry</b> ..... 2 BED / 2 BATH	\$373,174	\$446,949	\$250,027	\$299,456	\$5,144	\$6,487		
<b>The Wilcox*</b> ... 1 BED / DEN / 1.5 BATH / GARAGE SPACE	\$385,825	\$448,684	\$258,503	\$300,618	\$4,758	\$5,899		
<b>The Buckingham*</b> ..... 2 BED / 2 BATH / GARAGE SPACE	\$432,008	\$502,740	\$289,445	\$336,836	\$5,354	\$6,638		
<b>The Filley*</b> ..... DELUXE 1 BED / DEN / 1.5 BATH	\$437,047	\$511,544	\$292,821	\$342,734	\$5,595	\$6,938		
<b>The Prosser</b> ..... 2 BED / 2 BATH	\$439,834	\$514,549	\$294,689	\$344,748	\$5,749	\$7,092		
<b>The Barnard</b> ..... 2 BED / DEN / 2 BATH	\$443,309	\$517,081	\$297,017	\$346,444	\$5,752	\$7,095		
<b>The Griswold*</b> ..... 2 BED / 2 BATH / GARAGE SPACE	\$479,576	\$558,269	\$321,316	\$374,040	\$6,137	\$7,479		
<b>The Grant*</b> .... 2 BED / 2 BATH / OPTIONAL DEN / GARAGE SPACE	\$475,414	\$553,545	\$318,527	\$370,875	\$5,913	\$7,333		
<b>The Wintonbury</b> ..... DEN / 2 BED / 2 BATH	\$449,165	\$523,000	\$300,941	\$350,410	\$5,836	\$7,180		
<b>The Gillette*</b> . 2 BED / 2 BATH / OPTIONAL DEN / GARAGE SPACE	\$541,043	\$630,360	\$362,499	\$422,341	\$6,759	\$8,383		
<b>The Petersen*</b> ... 2 BED / DEN / 2 BATH / GARAGE SPACE	\$584,641	\$656,972	\$391,709	\$440,171	\$7,526	\$8,868		

## COTTAGES

## VILLA

## APARTMENTS

\*These Residences may have existing fireplaces. If fireplaces are not in place, one may be added at the Resident's expense.  
 \*\*The Heublein Villas have fireplaces, stone counters, upgraded flooring, a body spa, a two-car garage and full basement.  
 A portion of your entrance and monthly fee may be considered as a deductible medical expense for federal income tax purposes.

# PLAN 80%

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 80% of the entrance fee (20% 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 80% of the entrance fee.

RESIDENCES	ENTRANCE			REFUND			MONTHLY	
	SINGLE	DOUBLE	DOUBLE	SINGLE	DOUBLE	DOUBLE	SINGLE	DOUBLE
<b>The Griffin*</b> ..... 1 BED / 1 BATH	\$269,154	\$331,236	\$331,236	\$215,323	\$264,989	\$264,989	\$2,835	\$4,179
<b>The Cadwell*</b> ..... 2 BED / 2 BATH	\$482,096	\$553,719	\$553,719	\$385,677	\$442,975	\$442,975	\$3,994	\$5,336
<b>The Bidwell*</b> ..... DELUXE 2 BED / 2 BATH	\$588,702	\$660,331	\$660,331	\$470,962	\$528,265	\$528,265	\$4,709	\$6,054
<b>The Talcott*</b> ..... 2 BED / DEN / 2.5 BATH	\$723,284	\$794,910	\$794,910	\$578,627	\$635,928	\$635,928	\$6,367	\$7,711
<b>The Heublein**</b> ..... 2 BED / 2 BATH / 2 CAR GARAGE	\$771,235	\$841,455	\$841,455	\$616,988	\$673,164	\$673,164	\$6,423	\$7,766
<b>The Ely</b> ..... STUDIO	\$175,399	N/A	N/A	\$140,319	N/A	N/A	\$2,150	N/A
<b>The Batterson I &amp; II</b> ..... 1 BED / 1 BATH	\$242,683	\$304,761	\$304,761	\$194,146	\$243,809	\$243,809	\$2,631	\$3,974
<b>The Loomis I &amp; II</b> ..... 1 BED / DEN / 1 BATH	\$351,945	\$423,574	\$423,574	\$281,556	\$338,859	\$338,859	\$3,141	\$4,483
<b>The Goodwin</b> ..... 2 BED / 2 BATH	\$405,287	\$464,847	\$464,847	\$324,230	\$371,878	\$371,878	\$3,413	\$4,758
<b>The Newberry</b> ..... 2 BED / 2 BATH	\$452,527	\$524,152	\$524,152	\$362,022	\$419,322	\$419,322	\$3,843	\$5,186
<b>The Wilcox*</b> ... 1 BED / DEN / 1.5 BATH / GARAGE SPACE	\$464,285	\$525,314	\$525,314	\$371,428	\$420,251	\$420,251	\$3,784	\$4,926
<b>The Buckingham*</b> ..... 2 BED / 2 BATH / GARAGE SPACE	\$520,294	\$588,966	\$588,966	\$416,235	\$471,173	\$471,173	\$4,258	\$5,543
<b>The Filley*</b> ..... DELUXE 1-BED / DEN / 1.5 BATH	\$530,032	\$602,359	\$602,359	\$424,026	\$481,887	\$481,887	\$4,451	\$5,794
<b>The Prosser</b> ..... 2 BED / 2 BATH	\$532,876	\$606,180	\$606,180	\$426,301	\$484,944	\$484,944	\$4,291	\$5,635
<b>The Barnard</b> ..... 2 BED / DEN / 2 BATH	\$537,635	\$609,263	\$609,263	\$430,108	\$487,410	\$487,410	\$4,295	\$5,698
<b>The Griswold*</b> ..... 2 BED / 2 BATH / GARAGE SPACE	\$577,570	\$654,777	\$654,777	\$462,056	\$523,822	\$523,822	\$4,886	\$6,230
<b>The Grant*</b> ..... 2 BED / 2 BATH / OPTIONAL DEN / GARAGE SPACE	\$572,935	\$648,790	\$648,790	\$458,348	\$519,032	\$519,032	\$4,703	\$6,124
<b>The Wintonbury</b> ..... DEN / 2 BED / 2 BATH	\$544,536	\$616,161	\$616,161	\$435,629	\$492,929	\$492,929	\$4,364	\$5,708
<b>The Gillette*</b> . 2 BED / 2 BATH / OPTIONAL DEN / GARAGE SPACE	\$652,527	\$739,242	\$739,242	\$522,022	\$591,394	\$591,394	\$5,377	\$6,999
<b>The Petersen*</b> ... 2 BED / DEN / 2 BATH / GARAGE SPACE	\$726,050	\$798,379	\$798,379	\$580,840	\$638,702	\$638,702	\$5,998	\$7,341

## COTTAGES

## VILLA

## APARTMENTS

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

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

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

See back page for more details on how plan 80% works.

## PLAN 80% — Refund Provisions

**Under Plan 80%**, you pay an Entrance Fee that is higher and a Monthly Fee that is lower than Seabury's other rate schedules, in exchange for a refund of up to 80% of the Entrance Fee (20% is retained by Seabury and not refundable in any event).

If you transition to another level of care, you will continue to pay the Monthly Fee. You will also be responsible for the difference between the Monthly Fee and the private pay charges then in effect for Assisted Living, Seabury Meadows or Skilled Nursing (unless your care is paid for by Medicare). However, the difference between your Monthly Fee and the cost of care in Assisted Living, Seabury Meadows or Skilled Nursing will be deducted from your 80% Entrance Fee refund.

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

**Limit of Financial Responsibility:** If your 80% Entrance Fee refund is exhausted by deductions for future charges, you will then need to pay only the Monthly Fee for your Home (or previous Home) in Independent Living, plus additional meal charges.

**Under Plan 80%**, deductions from your 80% Entrance Fee refund for future charges will be computed according to the charges then in effect for future services, and as described below. These health care charges may be increased from time to time.

### A. Permanent Transfer to the Health Center

If you transition to Assisted Living, Seabury Meadows or Skilled Nursing and no longer have an assigned Independent Living Home, you will continue to pay the Monthly Fee for your previous Independent Living Home. Charges for Assisted Living, Seabury Meadows or Skilled Nursing in excess of your Monthly Fee will be deducted from your 80% Entrance Fee refund (unless your care is paid for by Medicare).

### B. Temporary Transfer to Skilled Nursing

If you receive care in Skilled Nursing temporarily (i.e., you maintain your Independent Living Home and are expected to return to it), you will continue to pay your Monthly Fee. The full charges for care in Skilled Nursing will be deducted from your 80% Entrance Fee refund (unless your care is paid for by Medicare).

## C. Shared Units

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

**Example (based on current charges):** You have paid an Entrance Fee of \$577,570; your 80% Entrance Fee refund is \$462,056; your Monthly Fee is \$4,886. You spend two months in Skilled Nursing on a temporary basis. You will continue to pay your monthly fee of \$4,886. The full cost of your care in Skilled Nursing is \$35,746 (based on \$586 x 61 days) and is deducted from your 80% Entrance Fee refund. Later, some time after you have returned to your Independent Living Home, you transition permanently to Assisted Living, where you remain for three years. The difference between your Monthly Fee and the cost of care in Assisted Living (\$106,614 based on \$258 x 1,095 days less the Monthly Fee), is also deducted from your 80% Entrance Fee refund. Upon termination of your agreement with Seabury, you or your Estate will be entitled to a refund of \$319,696 (\$462,056 less \$35,746 less \$106,614).

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

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



200 SEABURY DRIVE • BLOOMFIELD, CT 06002  
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WWW.SEABURLIFE.ORG • INFO@SEABURLIFE.ORG

## **SCHEDULE OF CHARGES** (Effective 2/1/22 – 09/30/2022)

### **ASSISTED LIVING SERVICES (ALSA)**

- See attached. Includes fees for Seabury Care Now and Seabury Community Nurse

### **BEAUTY SALON**

- See attached (Charges also posted outside salon on 5<sup>th</sup> floor)

### **CARPORT**

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

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

- \$13.00 per night

### **GARAGE**

- \$115 per month

### **GUEST ROOMS**

- \$100 per night
- \$100 One Bedroom Cottage while available
- \$120 Two bedroom Cottage while available
- \$150 Granberry Cottage (when available)

### **MAINTENANCE SERVICES**

- \$50 per hour for a Maintenance Technician
- \$75 per hour for an electrician

**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**

### **KEYS**

- \$10 card key replacement charge
- \$1.50 duplication charge for apartment, cottage, mailbox, or storage keys
- \$150.00 Sara Pendent Replacement

## **SCHEDULE OF CHARGES** (Effective 2/1/22 – 09/30/2022)

### **MEAL DELIVERY**

- \$2 Tray delivery service

### **NAME TAGS**

- \$7 replacement fee

### **Pet Services**

- Dog Walking \$15 per 30 mins. Please contact The Hub at 959-255-6425.

### **THE SALON AND SPA AT SEABURY**

- Seabury Salon & Spa brochures available at the Spa across from Heritage Hall. Please see attached.

### **TRANSPORTATION**

- Seabury will provide regularly scheduled local transportation to doctors appointments and shopping
- Charges will be incurred for the following:
  - Outside of 30-mile radius (\$3.00 per mile)
  - Reoccurring doctors' appointments (chemotherapy, dialysis, wound care etc.)
  - Medical services are provided on campus
  - Less than 24-hour notice of cancelation or transportation request.
- C.N.A. escort for medical appointments fee is \$35/hour.
- External resources available to Seabury residents rate vary based on vendor fee:
  - Town of Bloomfield Mini Bus (860-243-8361)
  - ITN (860-951-5873 or 860-253-6394)
  - Ace Cab (860-222-2222)
  - Uber and Lifts Mobile Phone App.
  - AMR-Wheelchair Service. Contact Transportation 860-243-6065
- Transportation fees for special activities vary.
- Charges apply if a ride is cancelled within 24hrs of the scheduled trip.

### **TO BOOK TRANSPORTATION**

- Call or email Brian Harris, Director of Resident Services, at 860-243-6065 or [brianharris@seaburylife.org](mailto:brianharris@seaburylife.org).
- Submit a completed yellow transportation form to Karen Frawley at the Front Desk, or, submit a workorder for transportation on the Intranet.



## **SCHEDULE OF CHARGES** (Effective 2/1/22 – 09/30/2022)

### **NUTRITION CONSULTATION**

- Nutrition Consultation \$75 per hour; ongoing sessions \$60 per hour
- To arrange for an appointment contact Health Services at 860-243-6070

### **PERSONAL TRAINING**

- These services are available through the Fitness & Wellness Center.  
Fees for individual are: \$30 for 30 minutes  
\$45 per hour  
\$50 per hour Partner training
- Contact the Director of Fitness & Wellness at extension 4032 for more information.

### **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 or the HUB.
- Contact the Rehabilitation Director at extension 6078 for more information.

### **Tech Support Services (Provided by our Resident Services' Event Logistics & Tech Support Coordinator)**

- Initial 10 minute diagnostic consultation, \$15
- Half hour charge thereafter, \$30
- Hourly charge thereafter, \$50

To request services, you can use the on-line work order system available through the Seabury Resident's Portal a <http://residents.seaburylife.org> or complete a paper work order and hand it in to the front desk or The Hub.

## Seabury Electronics Recycling Fees

### \$10 flat fee (for pickup and handling)

#### List of eligible items:

		Qty.
- Small TVs and monitors (equal or less than 24")	\$5 ea.	_____
- TVs, bigger than 24" and up to 40" (flat screen only)	\$10 ea.	_____
- Small electronics (cell phones, remotes, iPod, PDA...)	\$0.50 ea.	_____
- Medium electronics (DVD Player, VCR, Routers, Modems)	\$3 ea.	_____
- Desktop Computers	\$15 ea.	_____
- Laptops	\$5 ea.	_____
- Printers (regular)	\$10 ea.	_____
- Printers (All-in-One)	\$15 ea.	_____

Disclaimer: By signing this document, you are approving the above-mentioned fees and agree to have Seabury dispose of your item using the e-waste company of their choice. You also agree that Seabury is not liable for any data that might reside on the devices picked up for recycling. You may request to have the hard drive extracted and returned to you before the device is recycled.

For items not on this list, please refer to the EPA link down below.

[Electronics Donation and Recycling | Reduce, Reuse, Recycle | US EPA](#)

Residence#	Full Name	Date

\_\_\_\_\_  
Signature

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. Please call for an appointment at 860-243-6090

Shampoo & Set (Long Hair)	\$25.50 \$27.50 - \$30.50
Shampoo Only	\$16.00
Shampoo & Blow Dry with Curling Iron	\$26.50
Haircut (Men/Women) with Shampoo	\$27.50 \$31.50
Permanent Waves (Shampoo/Cut/Set or Blow Dry included)	\$80.00
Dry Comb Out	\$16.50
Tints (Includes Set or Blow Dry)	\$56.00
Frosting/Cap or Foil	\$70.00
All Color Rinses, Special Shampoos (Dandruff, Shimmer Lights and Conditioners)	\$3.00
Manicures	\$17.50
Virgin Relaxer	\$68.00
Retouch Relaxer	\$63.00
Beard Trim	\$10.00-\$17.00
Deep Conditioner	\$16.50

Operator is an "**Independent Contractor**" rather than a Seabury Employee.

Therefore, cash gratuities are permitted.

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### SHAMPOO & CONDITION

- Shampoo..... 12
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- Shampoo Blow-dry & Curling Iron..... 31
- Shampoo, Set & Cut Package..... 46
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- Women's Cut & Shampoo Package..... 35
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### COLORS

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### PERMS & RELAXERS

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- Hair Straightening Relaxer, Set & Cut Package..... 85

### SPA TREATMENTS

- Truist Moisturizing Manicure..... 30
- Truist Gloves..... 5
- Manicure..... 21
- Pedicure..... 29
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- Paraffin Wax Hand Treatment..... 12

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- Hair Removal Service (per service for Chin or Lip)..... 10
- Hair Removal Service (per service for Brow)..... 10

**PAUL MITCHELL**

## About Us

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

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

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

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

## Location

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

## Menu of Services

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

### 30 minute massage

\$30

Ideal for a focused session:

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

### 45 or 60 minute massage

\$45, \$60

Ideal for a whole body approach:

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

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

### Massage for Residents in The Brewer and Davis Center

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

Gift Certificates are available. Call for more information.

*The Seabury Assisted Living Services, Seabury Care Now, or the Seabury Community Nurse coordinates with you and your physician to create a personalized 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.*

*Seabury Care Now is registered with The Connecticut Department of Consumer Protection*

*Service fees will be billed at double time on holidays.*

*To learn more about Assisted Living Services, Seabury Care Now (Private Duty), or the Seabury Community Nurse Services Seabury or to arrange for services, please call the Health Center at Seabury at 860-243-6071.*

**SERVICES AT SEABURY ARE  
PROVIDED BY ASSISTED LIVING  
SERVICES, SEABURY CARE  
NOW, AND THE SEABURY  
COMMUNITY NURSE**



## Seabury Community Nurse 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 Health Services, 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
- Ear Flush \$30.00
- Administration of Eye Drops/Ear Drops:
  - In Clinic - per administration \$ 3.00
  - Nasal Sprays and Inhalers \$ 3.00/per visit
- PCR/Covid/Flu Test \$75.00/per test
- Rapid Covid Test \$30.00/per test
- Oxygen tank filling \$ 7.00/per fill
- Assessment Stool Hemacult \$ 16.00

## Seabury Care Now 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.

- \* Private nursing assessment visit in one's home \$95.00
- \* Emergency unscheduled skilled visit \$65.00
- \* Private nursing visit \$60.00

## Services provided by a Certified Nurse Assistant

- \* Supervision of self-medication \$ 35.00 / hour from 7 a.m.- 3 p.m.
- \* Assistance with personal care activities (bathing, oral hygiene, feeding, dressing, toileting, and grooming) \$ 35.00 / hour from 3 p.m.-11 p.m.
- \* Assistance with exercise, ambulation, transfer activities 11 p.m.-7 a.m.
- \* Assistance with transportation to medical appointments \$ 35.00 / 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, housecleaning, escort to apartment, transporting of wheelchair-bound residents, assisting with correspondence, sewing, mending, friendly visiting; assistance transporting to medical appointments \$ 30.00 / hour from 3 p.m.- 11 p.m.
- \$ 30.00 / hour from 11 p.m.- 7 a.m.

# **SEABURY COMMUNITY NURSE OR SEABURY CARE NOW**

## **Fees for 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.
- 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/per visit
- Ear Flush by Licensed Nurse \$25.00



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

## FUNDS TRANSFER AGREEMENT

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

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

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

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

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

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

Agreed and Accepted:

Date: 9/7/12

By:

Laura S. Hardin

(Customer's duly authorized Agent)

**EXHIBIT F**

**BILL OF RIGHTS**

## SEABURY

### MANAGED RESIDENTIAL COMMUNITY RESIDENT'S BILL OF RIGHTS

Name of Resident: \_\_\_\_\_

As a resident of a Managed Residential Community, you have the right to:

- Live in a clean, safe and habitable private residential unit.
- Be treated with consideration, respect and due recognition of personal dignity, individuality and the need for privacy.
- Privacy within your private residential unit, subject to our rules that are reasonably designed to promote your health, safety and welfare.
- Retain and use your own personal property within your private residential unit so as to maintain individuality and personal dignity provided the use of personal property does not infringe on the rights of other residents or threaten the health, safety and welfare of other residents.
- Treat your residential unit as your home and have no fewer rights than any other resident of the state, including but not limited to, (A) associating and communicating privately with persons of your choice, (B) purchasing and using technology of your choice, including, but not limited to, technology that may facilitate virtual visitation with family and other persons, provided operation and use of such technology shall not violate any individual's right to privacy under state or federal law, and (C) engaging in other private communications, including receiving and sending unopened correspondence and telephone access.
- Freedom to participate in and benefit from community services and activities so as to achieve the highest possible level of independence, autonomy and interaction within the community.

- Directly engage or contract with licensed health care professionals and providers of your choice to obtain necessary health care services in your private residential unit, or such other space as we may make available to residents for such purposes.
- Manage your own financial affairs.
- Exercise civil and religious liberties.
- Present grievances and recommend changes in policies, procedures and services to us, government officials or any other person without restraint, interference, coercion, discrimination or reprisal from us, including access to representatives of the Department of Public Health at:

Donna Ortelle, R.N., M.S.N  
Section Chief  
Facility Licensing and Investigations Section  
Connecticut Department of Public Health  
410 Capitol Ave., MS# 12 HSR  
Hartford, CT 06134-0308  
Phone: (860) 509-7400  
Fax: (860) 730-8390  
Email: [dph.fliscomplaint@ct.gov](mailto:dph.fliscomplaint@ct.gov)  
<https://dphflisevents.ct.gov/Complaints>

or the Office of the Long-Term Care Ombudsman at:

Mairead Painter  
Connecticut Long-Term Care Ombudsman Program  
55 Farmington Avenue  
Hartford, Connecticut 06105-3730  
Phone: (860) 424-5200  
Toll Free In-State: (866) 388-1888  
Fax: (860) 424-4966  
E-mail: [ltop@ct.gov](mailto:ltop@ct.gov)

- Upon request, obtain the name of the service coordinator or any other persons responsible for resident care or the coordination of resident care.
- Confidential treatment of all records and communications to the extent required by state and federal law.
- Have all reasonable requests responded to promptly and adequately within our capacity and with due consideration given to the rights of other residents.
- Be fully advised of the relationship that the managed residential community has with any assisted living services agency, health care facility or educational institution to the extent that such relationship relates to resident medical care or treatment and to receive an explanation about the relationship.
- Receive a copy of our rules or regulations.
- Privacy when receiving medical treatment or other services within the capacity of the managed residential community.
- Refuse care and treatment and participate in the planning for the care and services you need or receive, provided the refusal of care and treatment may preclude you from being able to continue to reside in the managed residential community.
- All rights and privileges afforded to tenants under Title 47a of the Connecticut General Statutes.

*Revised July 2021*

I HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS RESIDENTS' BILL OF RIGHTS AND THAT IT HAS BEEN EXPLAINED TO ME.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

If signed by someone other than Resident:

Name of person signing on behalf of  
Resident

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Relationship to Resident

\_\_\_\_\_  
Date



**EXHIBIT G**

**STATEMENT OF ACTUARIAL OPINION**



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

Seabury

**Statement of Actuarial Opinion  
January 6, 2022**

I, Dave Bond, am a Fellow of the Society of Actuaries, a member of the American Academy of Actuaries, the Managing Partner in the firm Continuing Care Actuaries, LLC, and I meet the qualification standards to render Statements of Actuarial Opinion for continuing care retirement communities. I have been retained by Seabury to render a Statement of Actuarial Opinion, in accordance with Section 17b-527 of the Regulations implementing the Continuing Care Statutes, regarding the following actuarial projections included in Seabury's 2021 Annual Financial Filing:

- Exhibit I Residential Turnover Rates
- Exhibit II Average Age of Residents
- Exhibit III Health Care Utilization Rates
- Exhibit IV Occupancy Rates
- Exhibit V Number of Health Care Admissions
- Exhibit VI Days of Care
- Exhibit VII Number of Permanent Transfers

I have examined the above items as shown in Seabury's Annual Financial Filing. These items are attached to this Statement of Actuarial Opinion. In the course of my review, I relied upon the accuracy and completeness of data and supporting documentation prepared by Seabury. In the course of my examination, nothing came to my attention that causes me to believe that the underlying data information is unreasonable or inappropriate. My examination included such review as I consider necessary of the data, methods, and underlying assumptions used by and the resulting actuarial projections reported by Seabury with respect to the above items as shown in Seabury's 2021 Annual Financial Filing.

In my opinion, the above items as shown in Seabury's 2021 Annual Financial Filing:

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

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

Respectfully,

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

Dave Bond, F.S.A., M.A.A.A.  
Managing Partner  
[dbond@continuingcareactuaries.com](mailto:dbond@continuingcareactuaries.com)

## Residential Turnover Rates

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

<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
10.4%	7.5%	7.7%	7.7%	7.7%	7.8%

## Average Age of Residents

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

<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
85	86	86	86	86

### Health Care Utilization Rates

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

<u>Year</u>	<b>Skilled Nursing Facility</b>				<u>Days per 100 Residents</u>
	<u>Utilization Rate</u>		<u>Admission Rate</u>		
	<u>Patients</u>	<u>%</u>	<u>Patients</u>	<u>%</u>	
2021	19.9	6.3%	75.0	27.1%	2,283
2022	19.1	6.0%	74.8	27.0%	2,201
2023	21.4	6.6%	79.4	27.7%	2,400
2024	22.5	6.8%	80.8	27.8%	2,499
2025	23.3	7.0%	82.6	28.1%	2,550
2026	23.9	7.1%	84.6	28.4%	2,583

<u>Year</u>	<b>Assisted Living Units</b>				<u>Days per 100 Residents</u>
	<u>Utilization Rate</u>		<u>Admission Rate</u>		
	<u>Patients</u>	<u>%</u>	<u>Patients</u>	<u>%</u>	
2021	28.0	8.8%	14.0	5.1%	3,219
2022	27.4	8.7%	7.6	2.8%	3,158
2023	24.9	7.6%	8.5	3.0%	2,787
2024	23.6	7.2%	8.8	3.0%	2,615
2025	23.2	7.0%	9.2	3.1%	2,538
2026	23.3	6.9%	9.5	3.2%	2,518

## Occupancy Rates

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

<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
87%	87%	89%	90%	91%	92%

## Number of Health Care Admissions

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

<u>Year</u>	<u>Skilled Nursing</u>	<u>Assisted Living</u>
2021	75.0	14.0
2022	74.8	7.6
2023	79.4	8.5
2024	80.8	8.8
2025	82.6	9.2
2026	84.6	9.5

## Days of Care

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

<u>Year</u>	<u>Skilled Nursing</u>	<u>Assisted Living</u>
2021	7,248	10,220
2022	6,968	9,997
2023	7,819	9,080
2024	8,229	8,610
2025	8,494	8,454
2026	8,714	8,495



### Number of Permanent Transfers

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

<u>Facility transferred to:</u>	<u>Transferring from:</u>		<u>Total</u>
	<u>Independent</u>	<u>Assisted</u>	
	<u>Living</u>	<u>Living</u>	
Skilled Nursing	5.0	3.0	8.0
Assisted Living	14.0	N/A	14.0