

An Active Life Plan Community

January 31, 2021

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 2021 Disclosure Statement incorporate the following:

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

**Section IX Strategic Repositioning Plan** on page 10 has been slightly updated to reflect current information about the repositioning plan.

**Section XIX Financial Statements** include the 2019-2020 audited and certified financial statements.

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

**Exhibit A, Residence & Care Agreement, Section III, Your Responsibilities as a Resident, #19, Power of Attorney; Arrangements for Conservator** has been updated to include the ability to propose a conservator when appropriate.

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



International  
Council on  
Active Aging





**Exhibit A, Residence & Care Agreement, Section VII, Termination of Agreement; Refunds, #4**, has been updated to clarify “new” resident(s) as an individual(s) who has not previously occupied an Independent Living Apartment or Cottage at Seabury.

**Exhibit A, Residence & Care Agreement, Section VIII, Co-Residents’ Rights & Responsibilities, #6**, further clarifies the cohabitation of current Seabury Residents who elect to live together.

**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 2020 filing to our January 2021 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 loop at the end.

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 2021

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><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 (O)                  E-mail: <a href="mailto:itdouglas@episcopalct.org">itdouglas@episcopalct.org</a></p>	<p><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><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><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.Barnes@morganstanley.com">Eleanor.Barnes@morganstanley.com</a></p>
<p><b>Ms. Cynthia Becker</b>                  237 Hollister Drive                  Avon, CT 06001                  E-mail: <a href="mailto:cbecker16@netzero.net">cbecker16@netzero.net</a></p>	<p><b>Ms. Renée J. Bernasconi *(Non-Director)</b>  <b>President</b>                  Seabury                  200 Seabury Drive                  Bloomfield, CT 06002                  E-mail: <a href="mailto:reneebernasoni@seaburylife.org">reneebernasoni@seaburylife.org</a>                  *Voice but no vote</p>
<p><b>Ms. Linda Berry</b>                  343 Seabury Drive                  Bloomfield, CT 06002                  E-mail: <a href="mailto:lindaberry343@gmail.com">lindaberry343@gmail.com</a></p>	<p><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>Board Chair</b>  Hartford Hospital  Rheumatology Clinic  85 Seymour Street, Suite #601  Hartford, CT 06106  E-mail: <a href="mailto:Jonathan.Dixon@hhchealth.org">Jonathan.Dixon@hhchealth.org</a></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. Gale A. Mattison</b>  <b>Director Emeritus</b>  425 29<sup>th</sup> Street  Hermosa Beach, CA 90254  860-561-3723 (H)  860-944-0922 (Cell)  E-mail: <a href="mailto:g.mattison@comcast.net">g.mattison@comcast.net</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. Marnie W. Mueller</b>  102 N. Beacon Street Hartford, CT 06105  860-233-6821 (H)  860-508-5545 (Cell)  E-mail:  <a href="mailto:muellermw@yahoo.com">muellermw@yahoo.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>Vice-Chair</b>  46 Overlook Terrace 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:hiisherrill@comcast.net">hiisherrill@comcast.net</a></p>

<p><b>Mr. Ronald Theriault</b>  OneDigital Health and Benefits  5 Batterson Park Road, Suite 1  Farmington, CT 06032  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  E-mail: <a href="mailto:29Wadsworth@comcast.net">29Wadsworth@comcast.net</a></p>	

**President & CEO Renée J. Bernasconi, LNHA, MBA is responsible for the day-to-day management of the organization. Length of service: 24 years**

### III. EXECUTIVE MANAGEMENT TEAM

<p>Renée J. Bernasconi, LNHA, MBA  <b>President &amp; Chief Executive Officer</b>  Length of service: 24 years</p>	<p>Ruslan Kuzmenko, CPA  <b>Chief Financial Officer &amp; Vice President, Finance</b>  Length of service: 6 years</p>
<p>Jacob S. Bompastore, LNHA  <b>Vice President of Health Services, Administrator, Skilled Nursing</b>  Length of service: 1.5 years</p>	<p>Michael W. Oakes  <b>Chief Operating Officer &amp; Vice President, Engineering</b>  Length of service: 2 years</p>
<p>Gwynne C. Deveau, PHR, SHRM-CP  <b>Vice President, Human Resources</b>  Length of service: 12 years</p>	<p>Heather A. Stanton  <b>Vice President, Resident &amp; Member Services</b>  Length of service: 14 years</p>
<p>Christine T. Dupont  <b>Vice President, Marketing &amp; Communications</b>  Length of service: 7 years</p>	

#### **IV. BUSINESS EXPERIENCE**

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

#### **V. CORPORATE 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 of Connecticut (ECCT).

Appointment of Officers established that the President of the Board becomes the Chair of the Board and the Executive Vice President and CEO becomes the President and CEO. The Bishop is the Ecclesiastical Authority and shall serve as the principal pastor to the Corporation and as the chief liaison between the Corporation and the Episcopal Church 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 and is a recognized mission of the Diocese; however, the Diocese has no responsibility for the financial and contractual obligations of Church Home of Hartford, Incorporated.

Church Home of Hartford, Incorporated is a tax-exempt organization under Section 501(c) (3) of the Internal Revenue Code. Seabury, Incorporated is the sole member of Church Home of Hartford, Incorporated. 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. It is important to emphasize that this land is for future development and will not be actively developed until Phases B&C of Seabury's current campus has stabilized.

## 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 – 219 apartments include studios, one- and two-bedroom and two bedrooms with a den.
- Cottage Clusters - 28 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 252 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.

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 Visiting Nurses and Seabury Care Now), 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 30 West Wing residences (30 to 15 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 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, page 9, of the Residence and Care Agreement – Exhibit A).

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

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

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

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

## **XVI. TAX CONSEQUENCES**

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

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

Seabury is registered as a "managed residential community" with the Connecticut Department of Public Health and therefore may provide the services of an assisted living services agency at the community. Seabury is required to provide and explain the Managed Residential Community Bill of

Rights, which is attached in Exhibit F, at the time that you execute this agreement. You will be asked to separately sign the Bill of Rights to acknowledge that you have received it.

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

### **RESERVE FUND ESCROW:**

Funds have been set aside in an endowment fund with 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, Bank of America Private Bank, Mail Code TAOBEA, PO Box 1517, Pennington, NJ 08534, 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, and in good health at the time of occupancy of an apartment or cottage. You will be required to provide a recent medical history and have a physical evaluation within ninety (90) days before occupancy by medical professionals designated by Seabury. Seabury will comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the HITECH Act of 2009, and amendments under the new HIPAA Omnibus Rule of 2013. Your consent to share medical information for the purpose of treatment and billing will be required as a resident of Seabury. As a further condition of residence at Seabury, applicants are required to qualify financially immediately prior to occupancy. You or Seabury may terminate this Agreement prior to occupancy as set forth in Section VII of this Agreement. If this Agreement is terminated for health reasons, Seabury will assist you and your family to identify possible alternatives.

3. Term of This Agreement

This Agreement takes effect once all parties have signed it.

Your occupancy of the Reserved Apartment or Cottage will begin on a scheduled date to which you and Seabury agree in writing, set forth in the attached Exhibit A (the "Scheduled Occupancy Date"). You and Seabury may mutually agree on a different occupancy date.

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

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

Your right to occupancy ends on the Termination Date.

## II. OUR RESPONSIBILITIES TO YOU AS A RESIDENT

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

1. Apartment or Cottage - You have the right to occupy and use the apartment or cottage selected by you and offered by us subject to certain conditions as hereinafter provided.
2. Furnishings - We will furnish wall-to-wall carpeting or comparable flooring, blinds, sink, stove, garbage disposal, refrigerator, dishwasher, microwave, emergency call system, grab bars in the tub and/or shower, and individual thermostatic controls for heating and air-conditioning. All other furnishings shall be provided by you.
3. Structural Changes - Any structural or physical change of any kind within or about your Independent Living Apartment or Cottage shall require our prior approval, and thereafter may be subject to our supervision. The cost of any changes you request, and the cost of restoring the Independent Living Apartment or Cottage to 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.

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

credited for the missed meals, according to a schedule periodically published by Seabury (the "Away Meal Credit"). The Away Meal Credit only applies to the Full-Meal Plan and the Reduced-Meal Plans.

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

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

13. Programs - Seabury will provide programs of social and recreational events/activities. Religious services will be available for interested persons. There may be an additional charge for some programs.
14. Transportation - Seabury will provide regularly scheduled local transportation to doctors' appointments and shopping. 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 - Seabury 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 in your Independent Living Apartment or Cottage and will be responsible for the costs of its connection, maintenance, and use. You will be responsible for the cost of installing, maintaining, and using any cable TV beyond basic expanded cable including any personal Internet services.
18. Real Estate Taxes - Seabury will be responsible for the payment of all real estate taxes assessed on the facility.

19. Medical Director - Seabury will retain the services of a qualified physician ("Medical Director") to be responsible for the appropriateness and quality of all health services and health-related activities provided by Seabury.

### III. YOUR RESPONSIBILITIES AS A RESIDENT

1. Commencing Occupancy - You agree that, unless this Agreement is terminated by you or Seabury prior to occupancy, you will commence occupancy of the Reserved Apartment or Cottage by the scheduled occupancy date set forth in the attached Exhibit A (the "Reserved Apartment or Cottage" and the "Scheduled Occupancy Date"). If Seabury is unable to make the Reserved Apartment or Cottage available on the Scheduled Occupancy Date, a revised Scheduled Occupancy Date shall be established by written, mutual agreement. If you fail to occupy the available Reserved Apartment or Cottage by the Scheduled Occupancy Date, you shall nevertheless become obligated on that date to begin and continue to pay the Monthly Fee applicable for your Reserved Apartment or Cottage less the published Meal Credit.
2. Policies, Rules, and Regulations - You agree to abide by the policies, rules, and regulations of Seabury, including such changes as may be subsequently adopted. These policies will be set forth in a Resident Handbook and will be made available to you through the management of Seabury.
3. Rights of Residents - Your rights as a resident under this Agreement are those rights and privileges expressly granted to you in this Agreement or by Connecticut law.
4. Right of Entry - You shall permit authorized employees' entry into your Independent Living Apartment or Cottage at all reasonable times for inspection, housekeeping, and maintenance, and at any time in case of emergencies. Seabury recognizes your right to privacy and will limit entry to your Independent Living Apartment or Cottage except in case of emergencies and as described above.
5. Real Property - Your rights and privileges, as granted herein, do not include any right, title, or interest whether legal, equitable, beneficial, or otherwise, in or to any part of the real property, including land, buildings, and improvements owned or operated by Seabury.

6. Subordination of Rights - Seabury shall not subordinate your escrowed Entrance Fee payments to any other obligations of the facility except as allowed in accordance with Connecticut General Statutes Section 17b-525. As set forth in Section V of this Agreement, escrowed Entrance Fees are released to Seabury upon your Actual or Scheduled Occupancy Date, whichever first occurs.

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

7. Responsibility for Damages - You will be responsible for any costs incurred in replacing, maintaining, or repairing any loss or damage to the real or personal property of Seabury caused by the negligence or willful misconduct of you, your guests, agents, employees, or pet. You are strongly encouraged to obtain insurance at your own expense to cover this obligation.
8. Protection of Personal Property - Seabury is not responsible for the loss of any personal property belonging to you due to theft, fire, or any other cause unless 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 has 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  
Mail Code TAOBEA  
PO Box 1517  
Pennington, NJ 08534

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 one percent thereof for each calendar month between the date you signed this Agreement and the Termination Date. No refund shall be due if Seabury terminates this Agreement more than one hundred months after the date you signed this Agreement.

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 our 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



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

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

Other Charges: \_\_\_\_\_      \$ \_\_\_\_\_

**TOTAL MONTHLY FEE**      \$ \_\_\_\_\_

Refund Option Selected

Plan 0%

Plan 67%

Plan 80%

Addresses for Required Notice

to Seabury:

President and CEO

Seabury

200 Seabury Drive

Bloomfield, Connecticut 06002

to You:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

---

Signature - Resident

---

Date



**EXHIBIT B**

**AUDITED FINANCIAL STATEMENTS**

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



**SEABURY, INC. AND SUBSIDIARIES**

**CONSOLIDATED FINANCIAL STATEMENTS  
AND SUPPLEMENTARY INFORMATION**

**YEARS ENDED SEPTEMBER 30, 2020 AND 2019**



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WEALTH ADVISORY  
OUTSOURCING  
AUDIT, TAX, AND  
CONSULTING

# 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 statement of financial position as of September 30, 2020, and the related consolidated statements of activities and changes in net assets, functional expenses and cash flows for the year 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 audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

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

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

## **Opinion**

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

## **Changes in Accounting Principles**

As discussed in Note 2 to the consolidated financial statements, Seabury, Inc. and Subsidiaries adopted Accounting Standards Update No. 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash*, during the year ended September 30, 2020. The standard requires retrospective application. Our opinion is not modified with respect to this matter.

## **Other Matter**

The financial statements as of September 30, 2019 were audited by Blum, Shapiro & Company, P.C., whose partners and professional staff joined CliftonLarsonAllen LLP as of January 1, 2021 and has subsequently ceased operations. Blum, Shapiro & Company, P.C.'s report dated January 7, 2020 expressed an unmodified opinion on those statements.

## **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 year ended September 30, 2020 are presented for the purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the 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. The 2019 consolidating schedules identified above were subjected to the auditing procedures applied in the 2019 audit of the basic consolidated financial statements by Blum, Shapiro & Company, P.C., whose report on such information stated that it was fairly stated in all material respects in relation to the 2019 consolidated financial statements as a whole.

*CliftonLarsonAllen LLP*

West Hartford, Connecticut  
January 7, 2021

# SEABURY, INC. AND SUBSIDIARIES

## CONSOLIDATED STATEMENTS OF FINANCIAL POSITION SEPTEMBER 30, 2020 AND 2019

	<u>2020</u>	<u>2019</u>
<b>ASSETS</b>		
<b>Current Assets</b>		
Cash and cash equivalents	\$ 16,915,378	\$ 14,347,203
Restricted cash and cash equivalents held by trustee	2,105,246	1,140,864
Entrance fee deposits	157,197	184,953
Accounts receivable, net	1,801,403	2,020,250
Entrance fees receivable	944,451	1,467,965
Prepaid expenses and other current assets	905,327	982,120
Total current assets	<u>22,829,002</u>	<u>20,143,355</u>
<b>Investments</b>		
Investments	21,086,693	18,541,939
Investments held by trustee	3,539,796	4,919,990
	<u>24,626,489</u>	<u>23,461,929</u>
<b>Property and Equipment, at Cost</b>		
Land and improvements	9,636,307	9,636,307
Buildings and improvements	158,129,332	156,635,012
Furniture, fixtures and equipment	10,449,733	10,300,535
Vehicles	230,163	230,163
Construction in progress	393,080	51,554
	<u>178,838,615</u>	<u>176,853,571</u>
Less accumulated depreciation	69,293,029	61,592,846
Net property and equipment	<u>109,545,586</u>	<u>115,260,725</u>
<b>Other Assets</b>		
Deferred compensation investments	277,339	224,434
Beneficial interest in perpetual trusts	5,255,383	5,067,181
Investment in limited partnerships	385,295	345,607
Pledges receivable	68,888	68,888
Total other assets	<u>5,986,905</u>	<u>5,706,110</u>
<b>Total Assets</b>	<u>\$ 162,987,982</u>	<u>\$ 164,572,119</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, 2020 AND 2019

	<u>2020</u>	<u>2019</u>
<b>LIABILITIES AND NET ASSETS</b>		
<b>Current Liabilities</b>		
Current portion of bonds payable	\$ 1,050,000	\$ 1,010,000
Current portion of paycheck protection program loan payable	371,411	-
Current portion of capital leases	113,848	107,186
Accounts payable and accrued expenses	2,492,026	2,802,540
Deferred revenue	444,173	-
Entrance fee deposits	157,197	184,953
Total current liabilities	<u>4,628,655</u>	<u>4,104,679</u>
<b>Annuities Payable</b>	<u>127,547</u>	<u>185,097</u>
<b>Bonds Payable, Net of Current Portion and Bond Financing Costs</b>	<u>80,581,483</u>	<u>81,616,102</u>
<b>Paycheck Protection Program Loan Payable, Net of Current Portion</b>	<u>2,907,710</u>	<u>-</u>
<b>Capital Leases, Net of Current Portion</b>	<u>162,243</u>	<u>276,631</u>
<b>Deferred Compensation</b>	<u>277,339</u>	<u>224,434</u>
<b>Refundable and Nonrefundable Entrance Fees</b>		
Entrance fees refunds payable	37,298,073	38,423,350
Nonrefundable deferred fees, net	37,849,606	39,948,277
Total refundable and nonrefundable deferred entrance fees	<u>75,147,679</u>	<u>78,371,627</u>
Total liabilities	<u>163,832,656</u>	<u>164,778,570</u>
<b>Net Assets</b>		
Without donor restrictions	(7,427,700)	(6,465,619)
With donor restrictions	6,583,026	6,259,168
Total net assets	<u>(844,674)</u>	<u>(206,451)</u>
<b>Total Liabilities and Net Assets</b>	<u>\$ 162,987,982</u>	<u>\$ 164,572,119</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, 2020 AND 2019

	<u>2020</u>	<u>2019</u>
<b>Net Assets Without Donor Restrictions</b>		
Revenues, gains and other support:		
Health center patients, net of contractals	\$ 8,848,090	\$ 8,799,644
Assisted living services	3,284,622	3,292,138
Resident services	16,963,919	15,982,751
Home health revenue	1,263,917	1,532,001
Seabury At Home revenue	924,063	820,928
Amortization of nonrefundable deferred fees	4,898,820	4,044,765
Investment income	1,481,775	1,104,902
Other income	1,491,937	1,131,474
Contributions and gifts	519,166	38,484
Total revenues, gains and other support	<u>39,676,309</u>	<u>36,747,087</u>
Expenses:		
Medical and other resident care	9,746,136	9,583,762
General and administrative	11,785,928	12,370,121
Dietary	3,473,736	4,451,795
Repairs and maintenance	2,818,419	3,047,143
Housekeeping and laundry	1,109,976	1,069,986
Interest expense, net	4,133,884	4,232,339
Depreciation	7,711,819	7,614,653
Total expenses	<u>40,779,898</u>	<u>42,369,799</u>
Loss from operations	(1,103,589)	(5,622,712)
Other changes in net assets without donor restrictions:		
Change in net unrealized gain on investments	139,708	135,885
Net assets released from restrictions	1,800	73,749
Decrease in net assets without donor restrictions	<u>(962,081)</u>	<u>(5,413,078)</u>
<b>Net Assets With Donor Restrictions</b>		
Contributions, gifts and other income, net	2,600	95
Investment gain	177,757	72,270
Change in net unrealized gain (loss) on investments	(42,901)	7,522
Change in interest in perpetual trusts	188,202	(212,295)
Net assets released from restrictions	(1,800)	(73,749)
Increase (decrease) in net assets with donor restrictions	<u>323,858</u>	<u>(206,157)</u>
<b>Change in Net Assets</b>	<u>(638,223)</u>	<u>(5,619,235)</u>
<b>Net Assets - Beginning of Year, as Previously Reported</b>	(206,451)	6,465,725
<b>Cumulative Adjustment</b>	-	<u>(1,052,941)</u>
<b>Net Assets - Beginning of Year, as Adjusted</b>	<u>(206,451)</u>	<u>5,412,784</u>
<b>Net Assets - End of Year</b>	<u>\$ (844,674)</u>	<u>\$ (206,451)</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, 2020 AND 2019

	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>

	2019			
	Program Services	Management & General	Fundraising	Total
Salaries and wages	\$ 11,754,844	\$ 1,712,295	\$ -	\$ 13,467,139
Employee benefits	3,231,889	365,764	-	3,597,653
Depreciation and amortization	7,510,947	195,371	-	7,706,318
Interest	4,063,583	83,003	-	4,146,586
Plant operation and maintenance	2,864,530	48,207	-	2,912,737
Other general and administrative	818,407	2,054,697	-	2,873,104
Medical supplies and supporting costs	2,173,610	-	-	2,173,610
Real estate taxes	1,335,308	137,887	-	1,473,195
Dietary food and supplies	2,933,702	-	-	2,933,702
Insurance	706,973	22,733	-	729,706
Resident services	323,096	-	-	323,096
Events	-	-	32,953	32,953
<b>Total Expenses</b>	<b>\$ 37,716,889</b>	<b>\$ 4,619,957</b>	<b>\$ 32,953</b>	<b>\$ 42,369,799</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, 2020 AND 2019

	<u>2020</u>	<u>2019</u>
<b>Cash Flows from Operating Activities</b>		
Change in net assets	\$ (638,223)	\$ (5,619,235)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Proceeds from entrance fees, net of refunds	1,674,872	7,661,897
Depreciation	7,711,819	7,614,653
Bad debt expense	354,661	456,918
(Gain) loss on disposal of property	3,589	(5,717)
Amortization of bond financing costs	91,665	91,664
Amortization of bond premium	(76,284)	(76,284)
Amortization of nonrefundable deferred fees	(4,898,820)	(4,044,765)
Change in net unrealized gain on investments	(96,807)	(143,407)
Change in interest in perpetual trusts	(188,202)	212,295
(Increase) decrease in operating assets:		
Entrance fee deposits	27,756	18,609
Accounts receivable and pledges receivable	(135,814)	(398,514)
Entrance fees receivable	523,514	1,117,952
Prepaid expenses and other current assets	76,793	39,485
Increase (decrease) in operating liabilities:		
Accounts payable and accrued expenses	339,805	175,966
Deferred revenue	444,173	-
Entrance fee deposits	(27,756)	(18,609)
Annuities payable	(57,550)	(9,353)
Net cash provided by operating activities	<u>5,129,191</u>	<u>7,073,555</u>
<b>Cash Purchases from Investing Activities</b>		
(Purchases) sales of investments and cash and investments held by trustee, net	(1,107,441)	1,513,054
Decrease in accounts payable and accrued expenses related to construction	(650,319)	(727,054)
Purchases of property and equipment	(2,000,269)	(1,674,447)
Net cash used in investing activities	<u>(3,758,029)</u>	<u>(888,447)</u>
<b>Cash Flows from Financing Activities</b>		
Proceeds from Paycheck Protection Program note payable	3,279,121	-
Principal payments on bonds payable	(1,010,000)	(4,710,000)
Principal payments on capital leases	(107,726)	(101,423)
Net cash provided by (used in) financing activities	<u>2,161,395</u>	<u>(4,811,423)</u>
<b>Net Increase in Cash, Cash Equivalents and Restricted Cash</b>	3,532,557	1,373,685
<b>Cash, Cash Equivalents and Restricted Cash - Beginning of Year</b>	<u>15,488,067</u>	<u>14,114,382</u>
<b>Cash, Cash Equivalents and Restricted Cash - End of Year</b>	<u>\$ 19,020,624</u>	<u>\$ 15,488,067</u>

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

# SEABURY, INC AND SUBSIDIARIES

## NOTES TO FINANCIAL STATEMENTS

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### 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, 2020 and 2019, Seabury consists of 257 independent living units, 36 and 30 congregate living units, respectively, 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, 2020 and 2019 are as follows:

	<u>2020</u>	<u>2019</u>
<b>Seabury</b>		
Independent living	90%	90%
Congregate living	100%	100%
Residential care home	64%	75%
Skilled nursing care	81%	90%
Assisted living - dementia	79%	80%
Residential care home - dementia	81%	82%

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 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

#### Change in Accounting Principles

In November 2016, the Financial Accounting Standards Board issued Accounting Standards Update (ASU) No. 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash*, which provides guidance on the presentation of restricted cash and restricted cash equivalents in the statement of cash flows. The amendments require that a statement of cash flows explain the change during the period in the total of cash, cash equivalents, and amounts generally described as restricted cash and restricted cash equivalents. This ASU is effective for annual periods beginning after December 15, 2018. The Company has adopted the amendments for the year ended September 30, 2020. The amendments have been applied retrospectively to all periods presented. As a result of the adoption, net cash used in investing activities was reduced by \$3,413,215 and beginning of year cash, cash equivalents and restricted cash was increased by \$4,554,079 as compared to the previous presentation of the consolidated statement of cash flows for the year ended September 30, 2019. Please refer to Note 3 for further information.

In May 2014, the Financial Accounting Standards Board issued ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)*, which replaces numerous requirements in accordance with accounting principles generally accepted in the United States of America, including industry-specific requirements, and provides organizations with a single revenue recognition model for recognizing revenue from contracts with customers. The core principle of the new standard is that an organization should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the organization expects to be entitled in exchange for those goods or services. The two permitted transition methods under the new standard are the full retrospective method, in which case the standard would be applied to each prior reporting period presented and the cumulative effect of applying the standard would be recognized at the earliest period shown, or the modified retrospective method, in which case the cumulative effect of applying the standard would be recognized at the date of initial application. For public business entities and public conduit debt obligors, the new standard is effective for annual reporting periods beginning after December 15, 2017. Management has adopted ASU 2014-09 for the year ended September 30, 2019. The amendments have been applied using the modified retrospective method.

The following table summarizes the cumulative effect of applying ASU 2014-19 that resulted in the following adjustments at October 1, 2018.

<u>Financial Statement Line</u>	<u>As Previously Reported</u>	<u>Cumulative Adjustment</u>	<u>As Adjusted</u>
Deferred marketing costs, net	\$ 1,052,941	\$ (1,052,941)	\$ -
Net assets	6,465,725	(1,052,941)	5,412,784

# SEABURY, INC AND SUBSIDIARIES

## NOTES TO FINANCIAL STATEMENTS

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The following table summarizes the impacts to each financial statement line item affected by the adoption of ASU 2014-09 as of and for the year ended September 30, 2019:

<u>Financial Statement Line</u>	<u>As Reported</u>	<u>Balances Without Adoption of ASU 2014-09</u>	<u>Impact of Adoption</u>
Deferred marketing costs, net	\$ -	\$ 953,294	\$ (953,294)
Net assets	(206,451)	746,843	(953,294)
Amortization expense	-	99,647	(99,647)
Change in net assets	(5,619,235)	(5,718,882)	99,647

### 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.

### Use of Estimates

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

# SEABURY, INC AND SUBSIDIARIES

## NOTES TO 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 \$506,000 and \$368,000 at September 30, 2020 and 2019, 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, 2020 and 2019. Refer to Note 5 for further detail on investment income for the years ended September 30, 2020 and 2019.

### 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 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, 2020 and 2019.

### 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, 2020 and 2019 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, 2020 and 2019, \$218,568 and \$202,754, respectively, is included in investment income without donor restrictions. Changes in market value for the Company's portion of the trusts were \$188,201 and \$(212,295) for the years ended September 30, 2020 and 2019, respectively.



# SEABURY, INC AND SUBSIDIARIES

## NOTES TO 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 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 year ended September 30, 2020, the Company incurred costs related to the pandemic response totaling \$540,447. Certain of these costs were eligible for recovery during fiscal 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 FINANCIAL STATEMENTS

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### Subsequent Events

In preparing these consolidated financial statements, management has evaluated subsequent events through January 7, 2021, 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>2020</u>	<u>2019</u>
Cash and cash equivalents	\$ 16,915,378	\$ 14,347,203
Restricted cash and cash equivalents held by trustee	<u>2,105,246</u>	<u>1,140,864</u>
Total Cash, Cash Equivalents and Restricted Cash Shown in the Consolidated Statements of Cash Flows	<u>\$ 19,020,624</u>	<u>\$ 15,488,067</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

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

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

#### Level 1

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

#### Level 2

Inputs to the valuation methodology include:

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

# SEABURY, INC AND SUBSIDIARIES

## NOTES TO 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, 2020 and 2019.

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 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, 2020 and 2019:

	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 and foreign stocks	5,476,716	5,476,716	-	-
Total investments	24,626,489	24,626,489	-	-
Investment in limited partnerships	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

	September 30, 2019	Fair Value Measurements Using		
		Level 1	Level 2	Level 3
Cash equivalents	\$ 1,587,966	\$ 1,587,966	\$ -	\$ -
Fixed income mutual funds	10,925,467	10,925,467	-	-
U.S. Government securities	4,922,234	4,922,234	-	-
Equity mutual funds	1,187,812	1,187,812	-	-
Common stocks	4,838,450	4,838,450	-	-
Total investments	23,461,929	23,461,929	-	-
Investment in limited partnership	345,607	-	-	345,607
Beneficial interest in perpetual trusts	5,067,181	-	-	5,067,181
Total Assets at Fair Value	\$ 28,874,717	\$ 23,461,929	\$ -	\$ 5,412,788

There were no transfers between levels of investments during the years ended September 30, 2020 and 2019.

# SEABURY, INC AND SUBSIDIARIES

## NOTES TO FINANCIAL STATEMENTS

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

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

	<u>Beneficial Interest in Perpetual Trusts</u>	<u>Investment in Limited Partnerships</u>
Balance - September 30, 2018	\$ 5,279,476	\$ 270,123
Purchases, net	-	86,137
Total realized and unrealized losses included in the change in net assets - 2019	<u>(212,295)</u>	<u>(10,653)</u>
Balance - September 30, 2019	5,067,181	345,607
Purchases, net	-	46,250
Total realized and unrealized gains (losses) included in the change in net assets - 2020	<u>188,202</u>	<u>(6,562)</u>
Balance - September 30, 2020	<u>\$ 5,255,383</u>	<u>\$ 385,295</u>

The underlying subscription agreement for the Company's investment in limited partnerships allows for a maximum commitment of \$500,000. Unfunded capital commitments totaled \$28,750 as of September 30, 2020. 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.

### 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, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Interest and dividend income from investments	\$ 695,210	\$ 859,476
Net realized gain on sales of investments	669,781	147,902
Investment fees	<u>(101,784)</u>	<u>(105,230)</u>
Income from investments	1,263,207	902,148
Interest and dividend income from perpetual trusts	<u>218,568</u>	<u>202,754</u>
Total Investment Income, Net	<u>\$ 1,481,775</u>	<u>\$ 1,104,902</u>

# SEABURY, INC AND SUBSIDIARIES

## NOTES TO FINANCIAL STATEMENTS

### NOTE 6 - LONG-TERM DEBT

The following is a summary of long-term debt at September 30, 2020 and 2019:

	<u>2020</u>	<u>2019</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.	\$ 29,495,000	\$ 30,505,000
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>
	82,010,000	83,020,000
Less current portion	(1,050,000)	(1,010,000)
Less unamortized bond financing costs	(2,406,721)	(2,498,385)
Plus unamortized bond premium	<u>2,028,204</u>	<u>2,104,487</u>
Net Long-Term Debt	<u>\$ 80,581,483</u>	<u>\$ 81,616,102</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>
2021	\$ 1,050,000	\$ -	\$ 1,050,000
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
Thereafter	<u>23,700,000</u>	<u>52,515,000</u>	<u>76,215,000</u>
	<u>\$ 29,495,000</u>	<u>\$ 52,515,000</u>	<u>\$ 82,010,000</u>

### 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, 2020.

# SEABURY, INC AND SUBSIDIARIES

## NOTES TO FINANCIAL STATEMENTS

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### 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 anticipates all but approximately \$70,000 of the loan to be forgiven. Any portion of the loan that must be repaid will bear interest at a rate of 1% per annum. The terms of the agreement require repayment of this loan over two years. In accordance with the guidance from SBA, the Company is not required to make any payments until the forgiveness amount is remitted to the lender by SBA, which has not occurred as of January 7, 2021. The forgiveness of this loan is subject to audit by the SBA for a period of seven years.

The following is a schedule of estimated principal payments as of September 30, 2020 prior to any loan forgiveness:

#### Year Ending September 30

2021	\$ 371,411
2022	<u>2,907,710</u>
	<u>\$ 3,279,121</u>

### NOTE 8 - CAPITAL LEASES

The Company entered into three capital lease agreements for phone, television and Internet equipment. The first capital lease requires monthly payments of principal and interest of \$4,886 with an interest rate of approximately 6.1%. The second capital lease requires monthly payments of principal and interest of \$3,411 with an interest rate of approximately 5.97%. The third capital 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 capital lease arrangement at the start of the lease agreements was \$703,215 based on the fair value of the furniture, fixtures and equipment acquired. The net book value of the related property as of September 30, 2020 and 2019 was \$386,769 and \$457,090, respectively.

Amortization totaling \$70,321 was incurred for both the years ended September 30, 2020 and 2019 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.

# SEABURY, INC AND SUBSIDIARIES

## NOTES TO FINANCIAL STATEMENTS

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The following is a schedule by years of future minimum payments under capital leases, together with the present value of minimum lease payments as of September 30, 2020:

<u>Year Ending September 30</u>	
2021	\$ 127,962
2022	127,962
2023	<u>42,725</u>
Total minimum lease payments	298,649
Less amount representing interest	<u>22,558</u>
Capital Lease Obligations	<u>\$ 276,091</u>

### 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 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 2019 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. 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 (which are a



# SEABURY, INC AND SUBSIDIARIES

## NOTES TO FINANCIAL STATEMENTS

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precondition to the receipt of reimbursement for patient services), the Medicare False Claims Act, the Stark Anti-Referral Act, the Anti-Kickback legislation, and other Medicaid fraud and abuse legislation. Government activity has increased with respect to investigations that have led to allegations concerning possible violations by healthcare providers of those statutes and regulations. Violations of those laws and regulations could result in expulsion from government healthcare programs, together with the imposition of significant fines and penalties, as well as the imposition of significant obligations on the part of the provider to repay patient services previously illegally billed and received.

### **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.

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 2019 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.

# SEABURY, INC AND SUBSIDIARIES

## NOTES TO FINANCIAL STATEMENTS

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.

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, 2020 and 2019 is as follows:

	2020				
	Health Center Patients	Assisted Living Services	Resident Services	Home Health	Seabury At Home
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	-
Total	<u>\$ 8,848,090</u>	<u>\$ 3,284,622</u>	<u>\$ 16,963,919</u>	<u>\$ 1,263,917</u>	<u>\$ 924,063</u>

# SEABURY, INC AND SUBSIDIARIES

## NOTES TO FINANCIAL STATEMENTS

	2019				
	Health Center Patients	Assisted Living Services	Resident Services	Home Health	Seabury At Home
Lifecare residents and members \$	1,243,008	\$ -	\$ 14,064,012	\$ 861,759	\$ 820,928
Private	2,116,691	2,663,547	1,713,524	2,335	-
Medicare	2,417,406	-	168,587	507,086	-
Medicaid	2,158,438	595,889	-	2,292	-
Other third-party payors	864,101	32,702	36,628	158,529	-
Total	<u>\$ 8,799,644</u>	<u>\$ 3,292,138</u>	<u>\$ 15,982,751</u>	<u>\$ 1,532,001</u>	<u>\$ 820,928</u>

### NOTE 10 - COVID PROGRAMS

During the year ended September 30, 2020, the Company received \$984,620 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. The grant period runs through June 30, 2021. 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 \$540,447 during the year ended September 30, 2020, as included within other income on the consolidated statement of activities and changes in net assets, for qualifying expenses incurred through that date. The remaining grant proceeds are included in deferred revenue on the consolidated statement of financial position at September 30, 2020. Recognition in the future is dependent on incurring qualifying expenditures and the amount of healthcare revenue recognized, and any amounts not earned are refundable.

### 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

# SEABURY, INC AND SUBSIDIARIES

## NOTES TO FINANCIAL STATEMENTS

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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.

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.

# SEABURY, INC AND SUBSIDIARIES

## NOTES TO FINANCIAL STATEMENTS

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

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

The Company's actuaries annually calculate the present value of the net cost or benefit of future services and use of facilities to be provided to current residents of Seabury and enrollees of Seabury At Home and compare that amount to the balance of refundable and nonrefundable deferred entrance fees. If the present value of the net cost or benefit of future services and use of facilities exceeds the refundable and nonrefundable deferred entrance fees, a liability is recorded with a corresponding charge to income. As of September 30, 2020 and 2019, 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 statements of financial position date for general expenditure are as follows:

	<u>2020</u>	<u>2019</u>
Cash and cash equivalents	\$ 16,915,378	\$ 14,347,203
Restricted cash and cash equivalents held by trustee	2,105,246	1,140,864
Entrance fee deposits	157,197	184,953
Accounts receivable, net	1,801,403	2,020,250
Entrance fees receivable	944,451	1,467,965
Investments	21,086,693	18,541,939
Investments held by trustees	3,539,796	4,919,990
Deferred compensation investments	277,339	224,434
Beneficial interest in perpetual trusts	5,255,383	5,067,181
Total financial assets available within one year	<u>52,082,886</u>	<u>47,914,779</u>
Less amounts unavailable for general expenditures within one year due to:		
Cash, cash equivalents and investments held by trustee for debt service	(5,645,042)	(6,060,854)
Cash, cash equivalents and investments with donor restrictions	(957,643)	(821,987)
Investments restricted to fund deferred compensation liability	(277,339)	(224,434)
Restricted by donors in perpetuity	<u>(5,625,383)</u>	<u>(5,437,181)</u>
Total amounts unavailable for general expenditure within one year	<u>(12,505,407)</u>	<u>(12,544,456)</u>
Amounts unavailable without Board's approval:		
Board-designated endowment	<u>(19,759,050)</u>	<u>(17,349,952)</u>
Total Financial Assets Available to Management for General Expenditure Within One Year	<u>\$ 19,818,429</u>	<u>\$ 18,020,371</u>

# SEABURY, INC AND SUBSIDIARIES

## NOTES TO FINANCIAL STATEMENTS

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### 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.

### 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, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Restricted in perpetuity	\$ 5,625,383	\$ 5,437,181
Other net assets with donor restrictions:		
Endowment investment returns	838,198	703,342
Purpose restricted - pledges	68,888	68,888
Purpose restricted - programs	<u>50,557</u>	<u>49,757</u>
	<u>\$ 6,583,026</u>	<u>\$ 6,259,168</u>

Net assets with donor restrictions were released from restrictions by incurring expenses satisfying the following purpose or time restrictions:

	<u>2020</u>	<u>2019</u>
Purpose restricted - pledges	\$ -	\$ 16,560
Purpose restricted - programs	<u>1,800</u>	<u>73,749</u>
Total Net Assets Released	<u>\$ 1,800</u>	<u>\$ 90,309</u>

# SEABURY, INC AND SUBSIDIARIES

## NOTES TO FINANCIAL STATEMENTS

### 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 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.

#### 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, 2020 and 2019 is as follows:

	<u>2020</u>	<u>2019</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>838,198</u>	<u>703,342</u>
Total	<u>\$ 1,208,198</u>	<u>\$ 1,073,342</u>

# SEABURY, INC AND SUBSIDIARIES

## NOTES TO FINANCIAL STATEMENTS

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Changes in endowment net assets for the years ended September 30, 2020 and 2019 are as follows:

	<b>With Donor Restrictions</b>
Endowment assets - September 30, 2018	\$ <u>993,550</u>
Investment gain:	
Realized gains	72,270
Unrealized gains	<u>7,522</u>
Total investment gain	<u>79,792</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><u>1,208,198</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 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, 2020 and 2019.

### NOTE 15 - CASH FLOWS

#### Additional Cash Flow Information

The Company paid cash for interest of \$4,177,407 and \$4,241,652 during the years ended September 30, 2020 and 2019, respectively.

### NOTE 16 - LEASE AGREEMENTS

The Company leases various types of office equipment and services. Lease expense was approximately \$31,000 and \$35,000 for 2020 and 2019, respectively. The approximate minimum future lease payments under noncancelable operating leases with a remaining term in excess of one year as of September 30, 2020 are as follows:

#### Year Ending September 30

2021	\$	18,653
2022		8,733
2023		3,829

### NOTE 17 - 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 2020 and 2019. Employees are fully vested in the Plan after three years of employment. Expenses for employer contributions recognized in fiscal 2020 and 2019 were approximately \$460,000 and \$428,000, 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 \$277,339 and \$224,434 at September 30, 2020 and 2019, respectively.

# SEABURY, INC AND SUBSIDIARIES

## NOTES TO FINANCIAL STATEMENTS

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### NOTE 18 - 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 19 - 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 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 Centers for Medicare and Medicaid Services have changed the Medicare reimbursement system for skilled nursing facilities as of October 1, 2019. The new reimbursement system is the Patient Driven Payment Model (PDPM), which replaces the Resource Utilization Grouping (RUG) methodology. The intent of PDPM is to better match reimbursement payment amounts to patients' medical acuity needs.

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. 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, 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 leases	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>
<b>Annuities Payable</b>	<u>-</u>	<u>127,547</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>127,547</u>
<b>Bonds Payable, Net of Current Portion and Bond Financing Costs</b>	<u>80,581,483</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>80,581,483</u>
<b>Paycheck Protection Program Loan Payable, Net of Current Portion</b>	<u>2,907,710</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,907,710</u>
<b>Capital Leases, Net of Current Portion</b>	<u>162,243</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>162,243</u>
<b>Deferred Compensation</b>	<u>277,339</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>277,339</u>
<b>Refundable and Nonrefundable Entrance Fees</b>						
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 FINANCIAL POSITION SEPTEMBER 30, 2019

### 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	\$ 5,604,432	\$ 58,541	\$ 8,683,017	\$ 1,213	\$ -	\$ 14,347,203
Restricted cash and cash equivalents held by trustee	1,140,864	-	-	-	-	1,140,864
Entrance fee deposits	184,953	-	-	-	-	184,953
Accounts receivable, net	2,020,250	-	-	-	-	2,020,250
Accounts receivable, related party	385,246	-	-	-	(385,246)	-
Entrance fees receivable	125,902	-	1,342,063	-	-	1,467,965
Prepaid expenses and other current assets	943,233	4,091	7,853	26,943	-	982,120
Total current assets	<u>10,404,880</u>	<u>62,632</u>	<u>10,032,933</u>	<u>28,156</u>	<u>(385,246)</u>	<u>20,143,355</u>
<b>Investments</b>						
Investments	14,430,704	4,111,235	-	-	-	18,541,939
Investments held by trustee	4,919,990	-	-	-	-	4,919,990
Total investments	<u>19,350,694</u>	<u>4,111,235</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>23,461,929</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	156,089,219	-	545,793	-	-	156,635,012
Furniture, fixtures and equipment	10,123,965	77,333	99,237	-	-	10,300,535
Vehicles	230,163	-	-	-	-	230,163
Construction in progress	51,554	-	-	-	-	51,554
	<u>170,924,396</u>	<u>77,333</u>	<u>960,722</u>	<u>4,891,120</u>	<u>-</u>	<u>176,853,571</u>
Less accumulated depreciation	61,158,684	9,185	424,977	-	-	61,592,846
Net property and equipment	<u>109,765,712</u>	<u>68,148</u>	<u>535,745</u>	<u>4,891,120</u>	<u>-</u>	<u>115,260,725</u>
<b>Other Assets</b>						
Deferred compensation investments	224,434	-	-	-	-	224,434
Beneficial interest in perpetual trusts	5,067,181	-	-	-	-	5,067,181
Investment in limited partnerships	345,607	-	-	-	-	345,607
Investment in Seabury at Powder Forest LLC	-	2,459,638	2,459,638	-	(4,919,276)	-
Pledges receivable	-	68,888	-	-	-	68,888
Total other assets	<u>5,637,222</u>	<u>2,528,526</u>	<u>2,459,638</u>	<u>-</u>	<u>(4,919,276)</u>	<u>5,706,110</u>
<b>Total Assets</b>	<u>\$ 145,158,508</u>	<u>\$ 6,770,541</u>	<u>\$ 13,028,316</u>	<u>\$ 4,919,276</u>	<u>\$ (5,304,522)</u>	<u>\$ 164,572,119</u>

# SEABURY, INC. AND SUBSIDIARIES

## CONSOLIDATING SCHEDULE OF FINANCIAL POSITION (CONTINUED) SEPTEMBER 30, 2019

### 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	\$ 1,010,000	\$ -	\$ -	\$ -	\$ -	\$ 1,010,000
Current portion of capital lease	107,186	-	-	-	-	107,186
Accounts payable and accrued expenses	2,677,293	40,790	84,457	-	-	2,802,540
Accounts payable, related party	-	-	385,246	-	(385,246)	-
Entrance fee deposits	184,953	-	-	-	-	184,953
Total current liabilities	<u>3,979,432</u>	<u>40,790</u>	<u>469,703</u>	<u>-</u>	<u>(385,246)</u>	<u>4,104,679</u>
<b>Annuities Payable</b>	<u>-</u>	<u>185,097</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>185,097</u>
<b>Bonds Payable, Net of Current Portion and Bond Financing Costs</b>	<u>81,616,102</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>81,616,102</u>
<b>Capital Lease, Net of Current Portion</b>	<u>276,631</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>276,631</u>
<b>Deferred Compensation</b>	<u>224,434</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>224,434</u>
<b>Refundable and Nonrefundable Entrance Fees</b>						
Entrance fees refunds payable	34,457,928	-	3,965,422	-	-	38,423,350
Nonrefundable deferred fees, net	30,795,179	-	9,153,098	-	-	39,948,277
Total refundable and nonrefundable deferred entrance fees	<u>65,253,107</u>	<u>-</u>	<u>13,118,520</u>	<u>-</u>	<u>-</u>	<u>78,371,627</u>
Total liabilities	<u>151,349,706</u>	<u>225,887</u>	<u>13,588,223</u>	<u>-</u>	<u>(385,246)</u>	<u>164,778,570</u>
<b>Net Assets</b>						
Without donor restrictions	(12,337,298)	6,431,586	(559,907)	4,919,276	(4,919,276)	(6,465,619)
With donor restrictions	6,146,100	113,068	-	-	-	6,259,168
Total net assets	<u>(6,191,198)</u>	<u>6,544,654</u>	<u>(559,907)</u>	<u>4,919,276</u>	<u>(4,919,276)</u>	<u>(206,451)</u>
<b>Total Liabilities and Net Assets</b>	<u>\$ 145,158,508</u>	<u>\$ 6,770,541</u>	<u>\$ 13,028,316</u>	<u>\$ 4,919,276</u>	<u>\$ (5,304,522)</u>	<u>\$ 164,572,119</u>

**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	
<b>Revenues, Gains and Other Support</b>									
Health center patients, net of contractals	\$ 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	-	-	765,400	-	-	1,263,917
Seabury At Home revenue	-	-	-	-	-	924,063	-	-	924,063
Services to Seabury At Home, Inc.	1,488,181	-	1,488,181	-	-	1,018,759	-	-	4,898,820
Amortization of nonrefundable deferred fees	3,880,061	-	3,880,061	-	-	20,348	-	-	1,659,532
Investment income (loss)	1,305,317	177,757	1,483,074	50,428	50,428	411,350	-	-	1,491,937
Other income	1,126,004	-	1,126,004	2,072	2,072	-	-	-	47,489
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	-	-	-	-	-	(165,557)
Net assets released from restrictions	-	-	-	1,800	(1,800)	-	-	-	-
Total revenues, gains and other support	<u>37,857,553</u>	<u>177,757</u>	<u>38,035,310</u>	<u>543,096</u>	<u>800</u>	<u>3,139,920</u>	<u>-</u>	<u>-</u>	<u>39,856,666</u>
<b>Expenses</b>									
Medical and other resident care	9,692,778	-	9,692,778	-	-	1,712,880	-	-	9,746,136
General and administrative	11,013,004	-	11,013,004	208,923	-	766,939	105,682	-	11,785,928
Dietary	3,473,736	-	3,473,736	-	-	-	-	-	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	-	-	40,442	-	-	4,133,884
Depreciation	7,666,195	-	7,666,195	5,182	-	5,182	-	-	7,711,819
Total expenses	<u>39,907,992</u>	<u>-</u>	<u>39,907,992</u>	<u>214,105</u>	<u>-</u>	<u>2,520,261</u>	<u>105,682</u>	<u>-</u>	<u>40,779,898</u>
<b>Income (Loss) from Operations</b>	<u>(2,050,439)</u>	<u>177,757</u>	<u>(1,872,682)</u>	<u>328,991</u>	<u>800</u>	<u>619,659</u>	<u>(105,682)</u>	<u>105,682</u>	<u>(923,232)</u>
<b>Change in Net Unrealized Gain (Loss) on Investments</b>	<u>(315,035)</u>	<u>(42,901)</u>	<u>(357,936)</u>	<u>454,743</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>96,807</u>
<b>Change in Interest in Perpetual Trusts</b>	<u>-</u>	<u>188,202</u>	<u>188,202</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>188,202</u>
<b>Change in Net Assets</b>	<u>(2,365,474)</u>	<u>323,058</u>	<u>(2,042,416)</u>	<u>783,734</u>	<u>800</u>	<u>619,659</u>	<u>(105,682)</u>	<u>105,682</u>	<u>(638,223)</u>
<b>Net Assets - Beginning of Year</b>	<u>(12,337,298)</u>	<u>6,146,100</u>	<u>(6,191,198)</u>	<u>6,431,586</u>	<u>113,068</u>	<u>(559,907)</u>	<u>4,919,276</u>	<u>(4,919,276)</u>	<u>(206,451)</u>
<b>Contributions from Members</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>106,000</u>	<u>(106,000)</u>	<u>-</u>
<b>Net Assets - End of Year</b>	<u>\$(14,702,772)</u>	<u>\$ 6,469,158</u>	<u>\$(8,233,614)</u>	<u>\$ 7,215,320</u>	<u>\$ 113,868</u>	<u>\$ 59,752</u>	<u>\$ 4,919,594</u>	<u>\$ (4,919,594)</u>	<u>\$ (844,674)</u>



**SEABURY, INC. AND SUBSIDIARIES**

**CONSOLIDATING SCHEDULE OF ACTIVITIES AND CHANGES IN NET ASSETS  
FOR THE YEAR ENDED SEPTEMBER 30, 2019**

	Church Home of Hartford Incorporated		Seabury Charitable Foundation, Inc.		Seabury At Home, Inc.		Seabury at Powder Forest LLC		Eliminations	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		
<b>Revenues, Gains and Other Support</b>										
Health center patients, net of contractals	\$ 8,977,888	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$(178,244)	\$ 8,799,644
Assisted living services	3,292,138	-	-	-	-	-	-	-	-	3,292,138
Resident services	16,033,945	-	-	-	-	-	-	-	\$(51,194)	15,982,751
Home health revenue	670,242	-	-	-	-	-	-	-	\$(5,264)	1,532,001
Seabury At Home revenue	-	-	-	-	-	-	-	-	-	820,928
Services to Seabury At Home, Inc.	1,550,903	-	-	-	-	-	-	-	\$(1,550,903)	-
Amortization of nonrefundable deferred fees	3,306,870	-	-	-	-	-	-	-	-	4,044,765
Investment income (loss)	731,351	72,270	160,402	-	160,402	-	91,455	-	121,694	1,177,172
Other income	865,398	(85,448)	5,441	68,888	75,329	-	307,124	-	\$(47,489)	1,114,914
Contributions and gifts	-	-	38,484	18,655	55,139	-	-	-	-	55,139
Contributions from the Seabury Charitable Foundation, Inc.	364,691	-	-	-	-	-	-	-	\$(364,691)	-
Net assets released from restrictions	-	-	73,749	\$(73,749)	-	-	-	-	-	-
Total revenues, gains and other support	<u>35,793,426</u>	<u>(13,178)</u>	<u>35,780,248</u>	<u>11,794</u>	<u>290,870</u>	<u>2,824,425</u>	<u>121,694</u>	<u>(2,076,091)</u>		<u>36,819,452</u>
<b>Expenses</b>										
Medical and other resident care	9,543,582	-	9,543,582	-	-	1,644,622	-	\$(1,604,442)		9,583,762
General and administrative	11,267,360	-	11,267,360	459,176	459,176	1,115,234	121,694	\$(593,343)		12,370,121
Dietary	4,451,795	-	4,451,795	-	-	-	-	-		4,451,795
Repairs and maintenance	3,047,143	-	3,047,143	-	-	-	-	-		3,047,143
Housekeeping and laundry	1,069,986	-	1,069,986	-	-	-	-	-		1,069,986
Interest expense, net	4,232,339	-	4,232,339	-	-	-	-	-		4,232,339
Depreciation	7,557,981	-	7,557,981	4,592	4,592	52,080	-	-		7,614,653
Total expenses	<u>41,170,186</u>	<u>-</u>	<u>41,170,186</u>	<u>463,768</u>	<u>463,768</u>	<u>2,811,936</u>	<u>121,694</u>	<u>(2,197,765)</u>		<u>42,369,799</u>
Income (Loss) from Operations	\$(5,376,760)	\$(13,178)	\$(5,389,938)	11,794	\$(172,898)	12,489	\$(121,694)	121,694		\$(5,550,347)
Change in Net Unrealized Gain (Loss) on Investments	208,626	7,522	216,148	\$(72,741)	\$(72,741)	-	-	-		143,407
Change in Interest in Perpetual Trusts	-	\$(212,295)	\$(212,295)	-	-	-	-	-		\$(212,295)
Change in Net Assets	<u>\$(5,168,134)</u>	<u>(217,951)</u>	<u>\$(5,386,085)</u>	<u>11,794</u>	<u>(245,639)</u>	<u>12,489</u>	<u>(121,694)</u>	<u>121,694</u>		<u>\$(5,619,235)</u>
Net Assets - Beginning of Year, as Previously Reported	\$(6,116,223)	6,364,051	247,828	6,689,019	101,274	6,790,293	4,923,970	\$(4,923,970)		6,465,725
Cumulative Adjustment	\$(1,052,941)	-	\$(1,052,941)	-	-	-	-	-		\$(1,052,941)
Net Assets - Beginning of Year, as Adjusted	<u>\$(7,169,164)</u>	<u>6,364,051</u>	<u>\$(805,113)</u>	<u>6,689,019</u>	<u>101,274</u>	<u>6,790,293</u>	<u>4,923,970</u>	<u>(4,923,970)</u>		<u>5,412,784</u>
Contributions from Members	-	-	-	-	-	-	117,000	\$(117,000)		-
Net Assets - End of Year	<u>\$(12,337,298)</u>	<u>6,146,100</u>	<u>\$(6,191,198)</u>	<u>6,431,586</u>	<u>113,068</u>	<u>6,544,654</u>	<u>4,919,276</u>	<u>\$(4,919,276)</u>		<u>\$(206,451)</u>

**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	7,666,195	5,182	40,442	-	-	7,711,819
Bad debt expense	354,661	-	-	-	-	354,661
Gain on disposal of property	3,589	-	-	-	-	3,589
Amortization of bond financing costs	91,665	-	-	-	-	91,665
Amortization of bond premium	(76,284)	-	-	-	-	(76,284)
Amortization of nonrefundable deferred fees	(3,880,061)	-	(1,018,759)	-	-	(4,898,820)
Change in net unrealized (gain) loss on investments	357,936	(454,743)	-	-	-	(96,807)
Change in interest in perpetual trusts	(188,202)	-	-	-	-	(188,202)
Loss on investment in Seabury at Powder Forest LLC (increase) decrease in operating assets:	-	52,841	52,841	-	(105,682)	-
Entrance fee deposits	27,756	-	-	-	-	27,756
Accounts receivable and pledges receivable	(135,814)	-	-	-	-	(135,814)
Accounts receivable, related party	140,884	-	-	-	(140,884)	-
Entrance fees receivable	125,902	-	397,612	-	-	523,514
Prepaid expenses and other current assets	71,452	4,091	1,079	171	-	76,793
Increase (decrease) in operating liabilities:						
Accounts payable and accrued expenses	434,828	(34,727)	(60,296)	-	-	339,805
Accounts payable, related party	-	-	(140,884)	-	140,884	-
Deferred revenue	444,173	-	-	-	-	444,173
Entrance fee deposits	(27,756)	-	-	-	-	(27,756)
Annuities payable	-	(57,550)	-	-	-	(57,550)
Net cash provided by (used in) operating activities	4,393,375	299,628	535,659	(105,511)	-	5,129,191
<b>Cash Purchases from Investing Activities</b>						
Sales of investments and cash and investments held by trustee, net	(813,405)	(294,036)	-	-	-	(1,107,441)
Investment in Seabury at Powder Forest LLC	-	(53,000)	(53,000)	-	106,000	-
Decrease in accounts payable and accrued expenses related to construction	(650,319)	-	-	-	-	(650,319)
Purchases of property and equipment	(2,000,269)	-	-	-	-	(2,000,269)
Net cash provided by (used in) investing activities	(3,463,993)	(347,036)	(53,000)	-	106,000	(3,758,029)
<b>Cash Flows from Financing Activities</b>						
Proceeds from note payable - PPP loan	3,279,121	-	-	-	-	3,279,121
Principal payments on bonds payable	(1,010,000)	-	-	-	-	(1,010,000)
Principal payments on capital leases	(107,726)	-	-	-	(106,000)	(107,726)
Contributions from members	-	-	-	106,000	(106,000)	-
Net cash provided by (used in) financing activities	2,161,395	-	-	106,000	(106,000)	2,161,395
<b>Net Increase (Decrease) in Cash, Cash Equivalents and Restricted Cash</b>	3,095,777	(47,408)	483,659	489	-	3,532,557
<b>Cash, Cash Equivalents and Restricted Cash - Beginning of Year</b>	6,745,296	58,541	8,683,017	1,213	-	15,488,067
<b>Cash, Cash Equivalents and Restricted Cash - End of Year</b>	9,841,073	11,133	9,166,716	1,702	-	19,020,624

SEABURY, INC. AND SUBSIDIARIES

CONSOLIDATING SCHEDULE OF CASH FLOWS  
FOR THE YEAR ENDED SEPTEMBER 30, 2019

	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	\$ (5,386,085)	\$ (245,639)	\$ 12,489	\$ (121,694)	\$ 121,694	\$ (5,619,235)
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:						
Proceeds from entrance fees, net of refunds	5,230,053	-	2,431,844	-	-	7,661,897
Depreciation	7,557,981	4,592	52,080	-	-	7,614,653
Bad debt expense	456,918	-	-	-	-	456,918
Gain on disposal of property	(5,717)	-	-	-	-	(5,717)
Amortization of bond financing costs	91,664	-	-	-	-	91,664
Amortization of bond premium	(76,284)	-	-	-	-	(76,284)
Amortization of nonrefundable deferred fees	(3,306,870)	-	(737,895)	-	-	(4,044,765)
Change in net unrealized (gain) loss on investments	(216,148)	72,741	-	-	-	(143,407)
Change in interest in perpetual trusts	212,295	-	-	-	-	212,295
Loss on investment in Seabury at Powder Forest LLC	-	60,847	60,847	-	(121,694)	-
(Increase) decrease in operating assets:						
Entrance fee deposits	18,609	-	-	-	-	18,609
Accounts receivable and pledges receivable	(415,074)	16,560	-	-	-	(398,514)
Accounts receivable, related party	(129,093)	-	-	-	129,093	-
Entrance fees receivable	704,452	-	413,500	-	-	1,117,952
Prepaid expenses and other current assets	2,026	33,379	(243)	4,323	-	39,485
Increase (decrease) in operating liabilities:						
Accounts payable and accrued expenses	114,398	28,765	32,803	-	-	175,966
Accounts payable, related party	-	-	129,093	-	(129,093)	-
Entrance fee deposits	(18,609)	-	-	-	-	(18,609)
Annuities payable	-	(9,353)	-	-	-	(9,353)
Net cash provided by (used in) operating activities	4,834,516	(38,108)	2,394,518	(117,371)	-	7,073,555
<b>Cash Purchases from Investing Activities</b>						
Sales of investments and investments held by trustees, net	1,398,004	115,050	-	-	-	1,513,054
Investment in Seabury at Powder Forest LLC	-	(58,500)	(58,500)	-	117,000	-
Increase in accounts payable and accrued expenses related to construction	(727,054)	-	-	-	-	(727,054)
Purchases of property and equipment	(1,633,761)	(40,686)	-	-	-	(1,674,447)
Net cash provided by (used in) investing activities	(992,811)	15,864	(58,500)	-	117,000	(888,447)
<b>Cash Flows from Financing Activities</b>						
Principal payments on bonds payable	(4,710,000)	-	-	-	-	(4,710,000)
Principal payments on capital leases	(101,423)	-	-	-	(117,000)	(101,423)
Contributions from members	-	-	-	117,000	(117,000)	-
Net cash provided by (used in) financing activities	(4,811,423)	-	-	117,000	(117,000)	(4,811,423)
<b>Net Increase (Decrease) in Cash, Cash Equivalents and Restricted Cash</b>	(939,718)	(22,244)	2,336,018	(371)	-	1,373,685
<b>Cash, Cash Equivalents and Restricted Cash - Beginning of Year</b>	7,685,014	80,785	6,346,999	1,584	-	14,114,382
<b>Cash, Cash Equivalents and Restricted Cash - End of Year</b>	6,745,296	58,541	8,683,017	1,213	-	15,488,067

Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC,  
an SEC-registered investment advisor. | CliftonLarsonAllen LLP



**EXHIBIT C**

**PRO FORMA FINANCIAL STATEMENTS**



## 2021 SOURCES & USE OF FUNDS

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

#### 2021 Revenue and Expense Assumptions

Seabury is using an average occupancy rate of 92% for independent living apartments and cottages. Life Care contract holders' monthly fees increased by 3.25% effective October 1, 2020. Earned entry fees are at \$3,307,000.

Skilled nursing occupancy is projected at 85%, with a payer mix projected at 18 private pay, 18 continuing care contract holders, 9 Medicare, and 16 Medicaid residents. A rate increase of 3.25% established a new daily fee of \$568.00 for private pay skilled care.

Views occupancy is projected to average 86%, with a 3.25% rate increase for the budget. The payer mix is projected to be 26 private pay, 13 continuing care contract holders, and 11 residential care residents.

Meadows occupancy is projected to average 86%, with a 0.0% rate increase for the budget. The payer mix is projected to be 29 private pay, 10 continuing care contract holders, and 11 residential care residents.

Budgeted staffing hours for FY2021 are in line with FY2020 aside from a reduction in Visiting Nurse program. Annual merit increases in salaries and wages – 3%. Total salaries are projected at \$14,409,000 for the 2021 operating budget.

Seabury's 2021 operating budget is projecting \$36,835,000 in revenues and \$41,514,000 in expenses, for a net loss of (\$4,679,000) before capital expenditures. Seabury is projected to spend approximately \$1,305,000 on capital expenditures for the 2021 fiscal year.

#### COVID-19 Update

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





Seabury received a \$3.3M Paycheck Protection Program loan, which was used to restore the pre-COVID-19 level of employment at Seabury and helped to pay for payroll and bond payments. This loan could be forgiven if certain conditions are met. Seabury expects to meet those conditions and has applied for loan forgiveness.

Financial markets reacted to COVID-19 with a significant decline in the value of equities. Seabury's conservative investment policy paid off during the market meltdown. Seabury's overall investments were down only 8% when financial markets were down the most, and by the end of FY2020, Seabury's investments recovered to pre-COVID-19 levels.

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 6, 2020, BB rating and stable outlook. Marketing had several successful initiatives that increased interest from potential residents and several signed contracts for new move-ins during FY2021.



CHURCH HOME OF HARTFORD INCORPORATED  
FORECASTED BALANCE SHEETS  
FOR THE YEARS ENDING SEPTEMBER 30, 2020 - 2023  
(IN THOUSANDS OF DOLLARS)

	ACTUAL 2020	BUDGET 2021	FORECAST 2022	FORECAST 2023
<b>ASSETS</b>				
<b>CURRENT ASSETS:</b>				
CASH*	\$7,904	\$6,255	\$6,916	\$7,718
ACCOUNTS RECEIVABLE	1,906	2,001	2,061	2,123
OTHER	1,265	1,303	1,342	1,382
ESCROW DEPOSITS HELD	157	160	163	167
<b>TOTAL CURRENT ASSETS</b>	<b>11,232</b>	<b>9,719</b>	<b>10,482</b>	<b>11,390</b>
ENDOWMENT FUNDS*	16,059	17,380	17,728	18,082
TRUSTEE HELD FUNDS*	5,645	5,758	5,873	5,991
PROPERTY, PLANT AND EQUIPMENT, NET	103,703	97,337	91,384	85,587
BENEFICIAL INTEREST IN PERPETUAL TRUSTS	5,255	5,255	5,255	5,255
DEFERRED COMPENSATION PLAN	277	296	315	334
ZIEGLER LINKAGE INVESTMENT	385	414	414	414
<b>TOTAL ASSETS</b>	<b>142,556</b>	<b>136,159</b>	<b>131,451</b>	<b>127,053</b>
<b>LIABILITIES AND NET ASSETS</b>				
<b>CURRENT LIABILITIES:</b>				
ACCOUNTS PAYABLE/ACCRUED EXPENSES	2,321	2,391	2,462	2,536
CURRENT PORTION OF FY16 BOND DEBT	0	0	0	0
CURRENT PORTION OF FY15 BOND DEBT	1,050	1,100	1,155	1,215
CURRENT PORTION OF CAPITAL LEASE	114	121	41	0
DEFERRED REVENUE	444	0	0	0
ESCROW DEPOSITS HELD	157	160	163	167
<b>TOTAL CURRENT LIABILITIES</b>	<b>4,086</b>	<b>3,772</b>	<b>3,822</b>	<b>3,918</b>
DEFERRED ENTRANCE FEES	62,403	62,186	61,486	60,666
FY16 BOND LONG-TERM DEBT, LESS CURRENT PORTION PLUS PREMIUM ON FY16 BONDS	52,515	52,515	52,515	52,515
FY15 BOND LONG-TERM DEBT, LESS CURRENT PORTION PLUS PREMIUM ON FY15 BONDS	28,445	27,345	26,190	24,975
GOVERNMENT LOAN	3,279	0	0	0
COST OF REFINANCING BONDS FY15	(732)	(691)	(650)	(609)
CAPITAL LEASE PAYABLE	162	41	0	0
COST OF FINANCING FY16 BONDS	(1,675)	(1,624)	(1,573)	(1,522)
<b>TOTAL LONG TERM DEBT</b>	<b>84,023</b>	<b>79,539</b>	<b>78,359</b>	<b>77,160</b>
DEFERRED COMPENSATION PLAN	277	296	315	334
<b>TOTAL LIABILITIES</b>	<b>150,789</b>	<b>145,793</b>	<b>143,982</b>	<b>142,078</b>
<b>NET ASSETS</b>	<b>(8,233)</b>	<b>(9,634)</b>	<b>(12,530)</b>	<b>(15,025)</b>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$142,556</b>	<b>\$136,159</b>	<b>\$131,452</b>	<b>\$127,053</b>

CHURCH HOME OF HARTFORD INCORPORATED  
FORECASTED STATEMENTS OF REVENUE AND EXPENSES  
FOR THE YEARS ENDING SEPTEMBER 30, 2020 - 2023  
(IN THOUSANDS OF DOLLARS)

	ACTUAL 2020	BUDGET 2021	FORECAST 2022	FORECAST 2023
OPERATING REVENUES:				
MONTHLY FEES	\$13,621	\$14,044	\$15,027	\$15,515
EARNED ENTRY FEES	3,883	3,307	4,000	4,120
ASSISTED LIVING REVENUE	4,393	3,897	4,014	4,154
ASSISTED LIVING - MEADOWS REVENUE	3,285	4,436	4,591	4,752
HOME HEALTH REVENUE	502	0	0	0
SKILLED NURSING	8,061	8,062	8,626	8,928
SERVICES TO SEABURY AT HOME	1,488	1,614	1,662	1,712
OTHER REVENUE	992	824	849	874
INVESTMENT INCOME	1,153	580	597	615
CONTRIBUTIONS AND GIFTS	59	70	0	0
	-----	-----	-----	-----
TOTAL REVENUES	37,437	36,834	39,367	40,672
OPERATING EXPENSES:				
GENERAL AND ADMINISTRATIVE	10,520	12,073	12,435	12,808
MEDICAL AND OTHER RESIDENT CARE	9,922	9,678	9,968	10,267
DIETARY	3,345	3,759	3,872	3,988
REPAIRS AND MAINTENANCE	2,910	2,801	2,885	2,972
HOUSEKEEPING AND LAUNDRY	1,116	1,226	1,263	1,301
INTEREST	4,042	4,038	4,025	3,972
BAD DEBT	360	176	170	170
DEPRECIATION	7,666	7,671	7,553	7,597
AMORTIZATION	92	92	92	92
	-----	-----	-----	-----
TOTAL EXPENSES	39,973	41,514	42,263	43,167
OPERATING LOSS	(2,536)	(4,680)	(2,896)	(2,495)
CHANGE IN NET UNREALIZED GAIN (LOSS) ON INVESTMENT	(181)	0	0	0
GOVERNMENT GRANTS (COVID-19)	487	3,279	0	0
CHANGE IN INTEREST IN PERPETUAL TRUST	188	0	0	0
NET LOSS	(2,042)	(1,401)	(2,896)	(2,495)
NET ASSETS, BEGINNING OF YEAR	(6,191)	(8,233)	(9,634)	(12,530)
NET ASSETS, END OF YEAR	(\$8,233)	(\$9,634)	(\$12,530)	(\$15,025)

CHURCH HOME OF HARTFORD INCORPORATED  
FORECASTED STATEMENTS OF CASH FLOW  
FOR THE YEARS ENDING SEPTEMBER 30, 2020 - 2022  
(IN THOUSANDS OF DOLLARS)

	ACTUAL 2020	BUDGET 2021	FORECAST 2022	FORECAST 2023
CASH FLOW FROM OPERATING ACTIVITIES:				
NET LOSS	(\$2,042)	(\$1,401)	(\$2,896)	(\$2,495)
ADJUSTMENTS:				
DEPRECIATION	7,666	7,671	7,553	7,597
AMORTIZATION	92	92	92	92
BAD DEBT	360	176	170	170
(GAIN) LOSS ON PERM RESTRICTED INVESTEMENTS	(188)	0	0	0
LOAN FORGIVENESS REVENUE	0	(3,279)	0	0
INTEREST EXPENSE - BONDS PREMIUM	(76)	(76)	(76)	(76)
EARNED ENTRY FEES	(3,883)	(3,307)	(4,000)	(4,120)
ENTRY FEES RECEIVED	2,555	3,590	4,000	4,000
ENTRY FEES REFUNDED	(1,397)	(500)	(700)	(700)
CHANGES IN ACCOUNTS RECEIVABLE	115	(271)	(230)	(232)
CHANGES IN CURRENT LIABILITIES	(308)	92	94	96
CHANGE IN DEFERRED REVENUE	444	(444)	0	0
CHANGES IN OTHER CURRENT ASSETS	(294)	(60)	(61)	(63)
NET CASH PROVIDED BY OPERATING ACTIVITIES	3,044	2,283	3,946	4,270
CASH FLOW FROM INVESTING ACTIVITIES:				
CAPITAL IMPROVEMENTS AND EQUIPMENT	(2,000)	(1,305)	(1,600)	(1,800)
CONSTRUCTION IN PROGRESS	345	0	0	0
ZIEGLER LINKAGE INVESTMENT	(39)	(29)	0	0
NET CASH USED IN INVESTING ACTIVITIES	(1,694)	(1,334)	(1,600)	(1,800)
CASH FLOW FROM FINANCING ACTIVITIES:				
REPAYMENT OF BOND DEBT 15	(1,010)	(1,050)	(1,100)	(1,155)
REPAYMENT OF BOND DEBT 16	0	0	0	0
REPAYMENT OF CAPITAL LEASE	(107)	(114)	(121)	(41)
PROCEEDS FROM GOVERNMENT LOAN	3,279	0	0	0
NET CASH USED IN FINANCING ACTIVITIES	2,162	(1,164)	(1,221)	(1,196)
ANNUAL CASH FLOW	3,512	(215)	1,125	1,274
CASH BEGINNING OF YEAR	26,096	29,608	29,393	30,517
CASH END OF YEAR*	\$29,608	\$29,393	\$30,517	\$31,791

\*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, 2020 - 2022

<u>DEBT SERVICE COVERAGE RATIO</u>				
	<u>ACTUAL</u> 2020	<u>BUDGET</u> 2021	<u>FORECAST</u> 2022	<u>FORECAST</u> 2023
NET INCOME (LOSS)	(2,042)	(1,401)	(2,896)	(2,495)
ADJUSTMENTS:				
EARNED ENTRY FEES	(3,883)	(3,307)	(4,000)	(4,120)
DEPRECIATION	7,666	7,671	7,553	7,597
AMORTIZATION	92	92	92	92
INTEREST EXPENSE	4,042	4,038	4,025	3,972
LOAN FORGIVENESS REVENUE	0	(3,279)	0	0
ENTRY FEES, NET OF REFUNDS	1,158	3,090	3,300	3,300
TOTAL	7,033	6,904	8,074	8,346
ANNUAL DEBT SERVICE	5,102	5,278	5,322	5,244
DEBT SERVICE COVERAGE RATIO (ANNUALIZED)	1.38	1.31	1.52	1.59
ANNUAL COVENANT REQUIREMENT	1.20			

<u>DAYS CASH ON HAND:</u>				
	<u>ACTUAL</u> 2021	<u>BUDGET</u> 2021	<u>FORECAST</u> 2022	<u>FORECAST</u> 2023
CASH AND CASH EQUIVALENTS	23,963	23,635	24,644	25,800
LESS RESTRICTED ENDOWMENT	(375)	(375)	(375)	(375)
TOTAL CASH	23,588	23,260	24,269	25,425
OPERATING EXPENSES	39,973	41,514	42,263	43,167
LESS DEPRECIATION/AMORTIZATION	(7,758)	(7,763)	(7,645)	(7,689)
LESS BAD DEBT	(360)	(176)	(170)	(170)
EXPENSES LESS NON-CASH EXPENSES FOR THE 12 MONTHS	31,855	33,575	34,448	35,308
DAYS CASH ON HAND	270	253	257	263
SEMI-ANNUAL REQUIREMENT	180 DAYS			

GROWTH RATE ASSUMPTIONS

1/31/2021

	<u>2021</u>	<u>2022</u>	<u>2023</u>
<u>Rate Increases:</u>			
ILU	3.25%	3.25%	3.25%
Congregate	3.25%	3.25%	3.25%
HFA	3.25%	3.25%	3.25%
Nursing	3.25%	3.25%	3.25%
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 is 92% for ILU for next 3 years. 86% for Congregate/HFA, and 85% for Nursing throughout the 2021 and increase to 90% by 2023.

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

	Current	<u>2021</u>	<u>2022</u>	<u>2023</u>
Congregate/HFA	<u>27</u>	1	1	1
Nursing	14	7	7	3





Church Home of Hartford Incorporated  
Monthly/Daily Fee Increases

1/31/2021

<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
Average last five years	3.35	3.85	3.75	3.20	2.60
Average since inception	3.6	4.1	3.9	3.2	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%



**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
<b>COTTAGES</b>				
The Griffin* ..... 1 BED / 1 BATH	\$149,396	\$211,474	\$3,731	\$5,032
The Cadwell* ..... 2 BED / 2 BATH	\$288,480	\$360,107	\$5,203	\$6,505
The Bidwell* ..... DELUXE 2 BED / 2 BATH	\$348,247	\$419,874	\$6,167	\$7,468
The Talcott* ..... 2 BED / DEN / 2.5 BATH	\$428,441	\$500,068	\$7,599	\$8,899
The Heublein** ..... 2 BED / 2 BATH / 2 CAR GARAGE	\$468,129	\$536,305	\$7,666	\$8,967
The Ely ..... STUDIO	\$104,717	N/A	\$2,818	N/A
The Batterson I & II ..... 1 BED / 1 BATH	\$140,599	\$202,677	\$3,457	\$4,758
The Loomis I & II ..... 1 BED / DEN / 1 BATH	\$217,135	\$288,757	\$4,109	\$5,409
The Goodwin ..... 2 BED / 2 BATH	\$233,728	\$305,353	\$4,457	\$5,759
The Newberry ..... 2 BED / 2 BATH	\$267,828	\$339,452	\$5,005	\$6,192
The Wilcox* ..... 1 BED / DEN / 1.5 BATH / GARAGE SPACE	\$282,080	\$343,107	\$4,608	\$5,713
The Buckingham* ..... 2 BED / 2 BATH / GARAGE SPACE	\$315,332	\$384,004	\$5,185	\$6,429
The Filley* ..... DELUXE 1 BED / DEN / 1.5 BATH	\$314,683	\$387,010	\$5,419	\$6,720
The Prosser ..... 2 BED / 2 BATH	\$317,530	\$388,700	\$5,594	\$6,895
The Barrard ..... 2 BED / DEN / 2 BATH	\$317,441	\$389,714	\$5,614	\$6,915
The Griswold* ..... 2 BED / 2 BATH / GARAGE SPACE	\$350,297	\$426,688	\$5,765	\$7,065
The Grant* ..... 2 BED / 2 BATH / OPTIONAL DEN / GARAGE SPACE	\$346,586	\$422,441	\$5,727	\$7,102
The Wintonbury ..... DEN / 2 BED / 2 BATH	\$322,582	\$394,266	\$5,705	\$7,004
The Gillette* ..... 2 BED / 2 BATH / OPTIONAL DEN / GARAGE SPACE	\$393,840	\$480,556	\$6,546	\$8,119
The Petersen* ..... 2 BED / DEN / 2 BATH / GARAGE SPACE	\$425,240	\$495,461	\$7,289	\$8,589

## 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 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	SINGLE	DOUBLE	SINGLE	DOUBLE
<b>COTTAGES</b>						
<b>VILLA</b>						
<b>APARTMENTS</b>						
<b>PLAN 67%</b>						
The Griffin* ..... 1 BED / 1 BATH	\$215,324	\$277,403	\$144,267	\$185,860	\$3,705	\$5,006
The Cadwell* ..... 2 BED / 2 BATH	\$385,960	\$457,585	\$258,593	\$306,582	\$5,176	\$6,477
The Bidwell* ..... DELUXE 2 BED / 2 BATH	\$471,250	\$542,875	\$315,738	\$363,726	\$6,104	\$7,405
The Talcott* ..... 2 BED / DEN / 2.5 BATH	\$578,167	\$649,792	\$387,372	\$435,361	\$7,739	\$9,040
The Heublein** ..... 2 BED / 2 BATH / 2 CAR GARAGE	\$610,644	\$678,820	\$409,131	\$454,809	\$7,809	\$9,109
The Ely ..... STUDIO	\$140,320	N/A	\$94,014	N/A	\$2,818	N/A
The Batterson I & II ..... 1 BED / 1 BATH	\$194,145	\$256,224	\$130,077	\$171,670	\$3,438	\$4,739
The Loomis I & II ..... 1 BED / DEN / 1 BATH	\$281,844	\$353,467	\$188,835	\$236,823	\$4,074	\$5,375
The Goodwin ..... 2 BED / 2 BATH	\$314,861	\$386,487	\$210,957	\$258,946	\$4,426	\$5,728
The Newberry ..... 2 BED / 2 BATH	\$362,305	\$433,931	\$242,744	\$290,734	\$4,982	\$6,283
The Wilcox* ... 1 BED / DEN / 1.5 BATH / GARAGE SPACE	\$374,587	\$435,616	\$250,973	\$291,863	\$4,608	\$5,713
The Buckingham* ..... 2 BED / 2 BATH / GARAGE SPACE	\$419,425	\$488,097	\$281,015	\$327,025	\$5,185	\$6,429
The Filley* ..... DELUXE 1 BED / DEN / 1.5 BATH	\$424,317	\$496,645	\$284,292	\$332,752	\$5,419	\$6,720
The Prosser ..... 2 BED / 2 BATH	\$427,023	\$499,562	\$286,105	\$334,707	\$5,568	\$6,869
The Barnard ..... 2 BED / DEN / 2 BATH	\$430,397	\$502,020	\$288,366	\$336,353	\$5,571	\$6,872
The Griswold* ..... 2 BED / 2 BATH / GARAGE SPACE	\$465,608	\$542,009	\$311,957	\$363,146	\$5,944	\$7,244
The Grant* ... 2 BED / 2 BATH / OPTIONAL DEN / GARAGE SPACE	\$461,567	\$537,422	\$309,250	\$360,073	\$5,727	\$7,102
The Wintonbury ..... DEN / 2 BED / 2 BATH	\$436,083	\$507,767	\$292,176	\$340,204	\$5,652	\$6,954
The Gillette* . 2 BED / 2 BATH / OPTIONAL DEN / GARAGE SPACE	\$525,284	\$612,000	\$351,940	\$410,040	\$6,546	\$8,119
The Petersen* ... 2 BED / DEN / 2 BATH / GARAGE SPACE	\$567,613	\$637,837	\$380,301	\$427,351	\$7,289	\$8,589

\*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.

PLAN 80% RESIDENCES	ENTRANCE		REFUND		MONTHLY	
	SINGLE	DOUBLE	SINGLE	DOUBLE	SINGLE	DOUBLE
The Griffin* ..... 1 BED / 1 BATH	\$261,315	\$321,588	\$209,052	\$257,270	\$2,746	\$4,047
The Gadwell* ..... 2 BED / 2 BATH	\$468,054	\$537,591	\$374,443	\$430,073	\$3,868	\$5,168
The Bidwell* ..... DELUXE 2 BED / 2 BATH	\$571,555	\$641,098	\$457,244	\$512,878	\$4,561	\$5,863
The Talcott* ..... 2 BED / DEN / 2.5 BATH	\$702,217	\$771,757	\$561,774	\$617,406	\$6,167	\$7,468
The Heublein** ..... 2 BED / 2 BATH / 2 CAR GARAGE	\$748,772	\$816,947	\$599,018	\$653,558	\$6,221	\$7,522
The Ely ..... STUDIO	\$170,290	N/A	\$136,232	N/A	\$2,082	N/A
The Batterson I & II ..... 1 BED / 1 BATH	\$235,615	\$295,884	\$188,492	\$236,707	\$2,548	\$3,849
The Loomis I & II ..... 1 BED / DEN / 1 BATH	\$341,694	\$411,237	\$273,355	\$328,990	\$3,042	\$4,342
The Goodwin ..... 2 BED / 2 BATH	\$393,483	\$451,308	\$314,786	\$361,046	\$3,306	\$4,608
The Newberry ..... 2 BED / 2 BATH	\$439,347	\$508,885	\$351,478	\$407,108	\$3,722	\$5,023
The Wilcox* ..... 1 BED / DEN / 1.5 BATH / GARAGE SPACE	\$450,762	\$510,014	\$360,610	\$408,011	\$3,665	\$4,771
The Buckingham* ..... 2 BED / 2 BATH / GARAGE SPACE	\$505,140	\$571,812	\$404,112	\$457,450	\$4,124	\$5,369
The Filley* ..... DELUXE 1 BED / DEN / 1.5 BATH	\$514,594	\$584,815	\$411,675	\$467,852	\$4,311	\$5,612
The Prosser ..... 2 BED / 2 BATH	\$517,355	\$588,524	\$413,884	\$470,819	\$4,156	\$5,458
The Barnard ..... 2 BED / DEN / 2 BATH	\$521,976	\$591,517	\$417,581	\$473,214	\$4,160	\$5,461
The Griswold* ..... 2 BED / 2 BATH / GARAGE SPACE	\$560,748	\$635,706	\$448,598	\$508,565	\$4,732	\$6,034
The Grant* ..... 2 BED / 2 BATH / OPTIONAL DEN / GARAGE SPACE	\$556,248	\$629,893	\$444,998	\$503,914	\$4,555	\$5,931
The Wintonbury ..... DEN / 2 BED / 2 BATH	\$528,676	\$598,215	\$422,941	\$478,572	\$4,227	\$5,528
The Gillette* ..... 2 BED / 2 BATH / OPTIONAL DEN / GARAGE SPACE	\$633,521	\$717,711	\$506,817	\$574,169	\$5,208	\$6,779
The Petersen* ..... 2 BED / DEN / 2 BATH / GARAGE SPACE	\$704,903	\$775,124	\$663,922	\$620,099	\$5,809	\$7,110

\*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.

## APARTMENTS

## COTTAGES

## VILLA

## 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 \$560,748; your 80% Entrance Fee refund is \$448,598; your Monthly Fee is \$4,732. You spend two months in Skilled Nursing on a temporary basis. You will continue to pay your monthly fee of \$4,732. The full cost of your care in Skilled Nursing is \$34,648 (based on \$568 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 (\$103,398 based on \$250 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 \$310,552 (\$448,598 less \$34,648 less \$103,398).

**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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**SCHEDULE OF CHARGES** (Effective 10/1/20 – 10/1/21)

**ASSISTED LIVING SERVICES (ALSA)**

- Brochure available at the Clinic Desk upon request

**BEAUTY SALON**

- 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

**EMERGENCY OXYGEN**

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

**GARAGE**

- \$115 per month

**GUEST ROOMS**

- \$100 per night

**HANDYMAN SERVICES**

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

**HOUSEKEEPING**

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

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

**SCHEDULE OF CHARGES** (Effective 10/1/20)

**KEYS**

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



## **NAME TAGS**

- Replacement of standard name tag is \$7.00
- Replacement or purchase of magnetic name tag is \$10.00

## **Pet Services**

- Dog Walking \$15 per 30 mins

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

- Seabury Salon & Spa brochures available at the Spa across from Heritage Hall

## **TRANSPORTATION**

- \$1.75 per mile (Pending driver is available)
  - Outside of designated schedule areas.
  - Reoccurring doctors' appointments (chemo therapy, dialysis, wound care etc.)
  - Medical services provided on campus
- Round Trip to Seabury Meadows \$5.00
- \$8.00/10.00 transportation charge for special activities (varies on distance)
- C.N.A. escort for medical appointments fee is 7-3PM \$33/hour, after 3PM \$34/hour
- **AMR-Wheelchair Service:** Contracted rate with provider plus mileage (per mile fee). Contact our Transportation coordinator 80-243-5088
- External resources available to Seabury residents: Town of Bloomfield Mini Bus (860-243-8361) or ITN (860-951-5873 or 860-253-6394) Ace Cab (860-222-2222) Uber and Lifts Apps are also another source.

## **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 6007 for more information.



## **SCHEDULE OF CHARGES** (Effective 10/1/20)

### **REHABILITATION SERVICES**

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

### **IT SERVICES**

#### Seabury IT Squad

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Seabury is proud to offer in-house IT support to all Seabury residents. We provide Complimentary, as well as, Paid IT Services for more complex tasks. Seabury has partnered with Sentric Technologies (formerly ESCO) to provide enhanced Phone, TV and, optionally, Internet services to your residence. Sentric provides onsite support Monday to Friday from 8am to 4.30pm.

\*Please note Sentric complimentary IT services are only available to Sentric customers.

### **Service Requests**

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

### **Complimentary IT Services**

The following services are complimentary.

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





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

### **Paid IT Services**

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

### **Computers**

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

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

### **Audio/Video**

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

### **Mobile**

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



*Announcing*  
price list as of October 1, 2019

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

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

Shampoo & Set (Long Hair)	\$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)	\$53.00
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.



## Menu of Services

### SHAMPOO & CONDITION

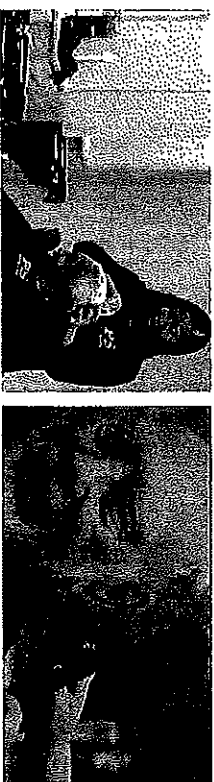
Shampoo.....	12
Deep Conditioning Treatment.....	12
Scalp Treatment (not heated).....	16
Paul Mitchell Anti-Thinning Treatment ....	10

### SETS & CUTS

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

### COLORS

Single Process Color & Set Package .....	56
Single Process Color, Cut & Set Package.....	70
Single Process Color, Cut, Blow-dry & Curling Iron .....	70
Temporary Color Rinse.....	5
Highlights .....	60 • 72 • 85



### PERMS & RELAXERS

Perm & Set Package.....	73
Perm, Cut & Set Package.....	84
Perm Cut Blow-dry & Curling Iron .....	84
Hair Straightening Relaxer, Set & Cut Package.....	85

### SPA TREATMENTS

Truist Moisturizing Manicure .....	30
Truist Gloves.....	5
Manicure .....	21
Pedicure .....	29
Manicure & Pedicure Package .....	46
Polish Change • Nail Shaping .....	15
Toenail Clipping.....	13
1 Step Gel Manicure .....	30
Gel Fill In.....	22
Paraffin Wax Hand Treatment .....	12

### AESTHETICS

Men's Facial Grooming .....	8
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 Evan.

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

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

*Gift Certificates are available. Call for more information.*







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

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

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

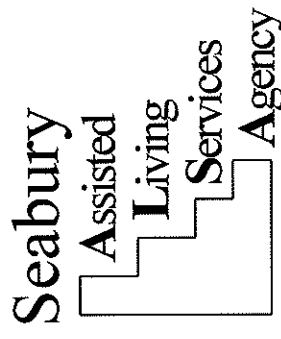
*Service fees will be billed at double time on holidays.*

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

ALSAbrochure

10/1/16

## ASSISTED LIVING SERVICES AT SEABURY



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



## Wellness Services

- \* Emergency call for aid
- \* Nurse consultation in Clinic/Wellness Program
- \* Nurse assessment after a hospital stay, Health Center stay, or emergency
- \* As part of the Wellness Program, the following services, when provided in the Clinic, will be at no charge to Seabury residents:

Wellness Counseling • Health Promotion • Diabetic Screening  
Disease Prevention • Blood Pressures • Weight Monitoring  
Coordination of physician orders  
Coordination of Home Health services

## Services Provided by a Licensed Nurse

- Pre-pour of medication \$ 48.00/week
- Medication boxes
  - White, Large (daily) \$ 5.00
  - Blue/Green (week) \$ 12.00
- Nurse Medication Ordering/Faxing \$ 12.00/per order to mail order pharmacy
- Services provided by a Licensed Nurse in apartment/cottage (RN/LPN; under order of a physician) \$19.00/15 mins.
- Treatments by appt. (with MD orders) \$12.00/15 mins. in Clinic; Supplies billed to resident on Seabury monthly statement
- Monthly B12 Injections in Clinic \$12.00
- Daily Injections in Clinic \$ 8.00/Injection
- Administration of Eye Drops/Ear Drops:
  - In Clinic -per administration \$ 3.00
  - Nasal Sprays and Inhalers \$ 3.00/per visit
  - RapidCovid/Flu tests \$30.00/per test
  - Oxygen tank filling \$ 7.00/per fill
  - Assessment Stool Hemacult \$ 16.00

## Private Duty

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

## Services provided by a Certified Nurse Assistant

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

## Services provided by a Companion

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

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.

\$ 31.00 / hour from 11 p.m.- 7 a.m.



## **SEABURY WELLNESS CLINIC**

### **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.  
in Clinic; Supplies billed to resident on Seabury monthly statement
- Monthly B12 Injections in Clinic \$12.00
- Daily Injections in Clinic \$ 8.00/Injection
- Administration of Eye Drops/Ear Drops:  
In Clinic - per administration \$ 3.00
- Nasal Sprays and Inhalers \$ 3.00/per visit
  - Ear Flush by Licensed Nurse \$25.00

Revised 10/2019





ASSISTED LIVING SERVICES AGENCY  
 CHARGE SLIP FOR SERVICES  
 October 1, 2019-September 30, 2020

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

Apt/Cottage: \_\_\_\_\_

<u>Service</u>	<u>Charges</u>	<u>Provided</u>
Medication prepour (weekly)	\$48.00/week	_____
<b>Nurse visit to home for: (circle one, indicate type)</b>		
Treatment, procedures, client teaching, wellness counseling, health promotion, disease prevention, assessment	\$ 19.00/15 minutes	<u>Total time:</u> _____ <u>Charge:</u> _____
<b>Supplies for home treatment billed to resident on Seabury Monthly Statement</b>		<u>Charge:</u> _____
Nurse Ordering mail order Pharmacy	\$ 12.00/mail order	_____
<b>Treatments by appointment with MD orders in Clinic by RN</b>	\$ 12.00/15 minutes	_____
<b>Supplies for treatment billed directly to Resident on Seabury Monthly Statement</b>	\$ ____ Quoted charge	_____
Monthly/BI-Annual Injections	\$ 12.00/injection	_____
Weekly Injections	\$ 12.00/injection	_____
Daily Injections	\$ 8.00/injection	_____
Administration of eye drops in Clinic	\$ 3.00/visit	_____
Adminstration of Ear Flush in Clinic	\$ 25.00 total	_____
Administration of Nasal Sprays/Inhalers	\$ 3.00/visit	_____
Hemacult Test	\$ 16.00/visit	_____
Other:		
Request for service by resident _____		<u>Total time:</u> _____ <u>Charge:</u> _____
Emergency request for aid _____		<u>Total time:</u> _____ <u>Charge:</u> _____
Request for nurse assist from Security		<u>Total time:</u> _____ <u>Charge:</u> _____
Emergency ___ Non-emergency ___		
		<b>Total Charges:</b> \$ _____

**I AM AWARE THAT I WILL BE CHARGED FOR A NURSING VISIT IF IT IS DEEMED A  
 NON-EMERGENCY CALL.**

\_\_\_\_\_  
 Client's Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 R.N.'s Signature

\_\_\_\_\_  
 Date

Copy to: Accounting  
 SALSA  
 Resident







Seabury/actvella  
www.facebook.com/  
Seabury/actvella  
Follow us on Facebook:  
www.facebook.com/  
Seabury/actvella  
Follow us on Twitter:  
www.twitter.com/seaburylife

Phone: 860-243-6070

Bloomfield, CT 06002  
200 Seabury Drive

Center for Successful Aging



*Discover how you can  
eat right, eat well,  
and feel your best.*

## Nutritional Consultation

Center for Successful Aging

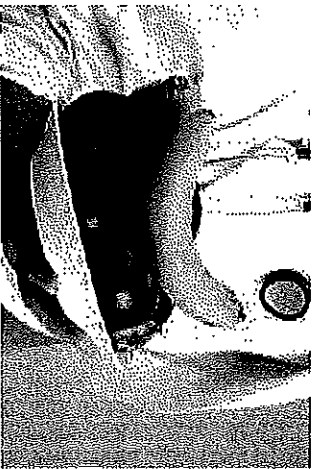




## PRICING:

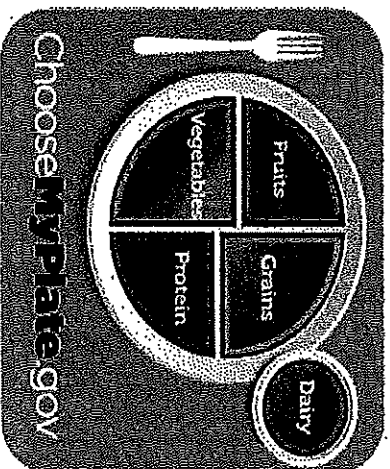
Initial Consultation...**\$75.00**  
On-going sessions...**\$60.00/hr.**

Initial Home Consultation...**\$90.00**  
On-going Home sessions....  
**\$75.00/visit**



*For more information about these services or to make an appointment, please call 860-243-6070*

**We can help you meet your health and fitness goals by devising an individualized meal plan that will work just for you!**



*Let Seabury's Registered Dietician guide you with a personalized menu of the food pyramid!*

- Individualized nutritional counseling can benefit many health concerns that are affected by the diet, including:
- Weight management
  - Cardiovascular disease
  - High blood pressure and high cholesterol
  - Diabetes
  - Other alterations in blood sugar levels
  - Gastrointestinal disorders
  - Crohn's Disease
  - Irritable Bowel Syndrome
  - Cancer
  - Kidney disease
  - Failure to thrive
  - Food allergies
  - Heart disease
  - Hypoglycemia
  - Osteoporosis
  - Renal disease
  - Anemia
  - Metabolic disorders



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

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

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

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

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





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

Agreed and Accepted:

Date: 3/7/17

By:

Laura D. Harsh

(Customer's duly authorized Agent)



**EXHIBIT F**

**BILL OF RIGHTS**



# SEABURY

## Managed Residential Community

### RESIDENTS' BILL OF RIGHTS

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

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



2. Clients can be offered services if:

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

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

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

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

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

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

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

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

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

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





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

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

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

Department of Public Health

410 Capitol Avenue, MS#FLIS

Hartford, CT.06134

Phone Number: (860) 509-7400

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

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

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

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



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

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

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

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

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

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

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



SEABURY

Managed Residential Community

RESIDENT'S BILL OF RIGHTS

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

---

Signature

---

Date

---

Witness



**EXHIBIT G**

**STATEMENT OF ACTUARIAL OPINION**







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

Seabury

**Statement of Actuarial Opinion  
December 23, 2020**

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 2020 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 2020 Annual Financial Filing.

In my opinion, the above items as shown in Seabury's 2020 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>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
9.8%	7.4%	8.1%	8.5%	8.7%	8.8%

## Average Age of Residents

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

<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
85	85	85	85	85

## Health Care Utilization Rates

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

<u>Year</u>	<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>	
2020	21.8	6.5%	30.0	10.2%	2,358
2021	21.7	6.5%	45.1	15.7%	2,372
2022	27.9	8.1%	44.4	15.3%	2,956
2023	31.7	9.0%	44.5	15.3%	3,298
2024	33.9	9.5%	43.6	14.8%	3,479
2025	35.4	9.9%	43.5	14.7%	3,596

<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>	
2020	25.0	7.4%	11.0	3.7%	2,704
2021	27.8	8.3%	11.9	4.2%	3,046
2022	29.1	8.5%	11.8	4.1%	3,089
2023	30.0	8.6%	11.7	4.0%	3,126
2024	30.6	8.6%	11.6	3.9%	3,140
2025	31.3	8.7%	11.7	4.0%	3,179

### 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>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
91%	90%	93%	94%	95%	95%

## Number of Health Care Admissions

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

<u>Year</u>	<u>Skilled Nursing</u>	<u>Assisted Living</u>
2020	30.0	11.0
2021	45.1	11.9
2022	44.4	11.8
2023	44.5	11.7
2024	43.6	11.6
2025	43.5	11.7

## 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>
2020	7,957	9,125
2021	7,902	10,147
2022	10,165	10,622
2023	11,552	10,950
2024	12,374	11,169
2025	12,903	11,406

## Number of Permanent Transfers

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

<u>Facility transferred to:</u>	<u>Transferring from:</u>		<u>Total</u>
	<u>Independent Living</u>	<u>Assisted Living</u>	
Skilled Nursing	1.0	1.0	2.0
Assisted Living	11.0	N/A	11.0