



McLean Affiliates, Inc.

Disclosure Statement

January 2022

McLean Affiliates, Inc. has registered as a life plan community with the Connecticut Department of Social Services. Such registration does not constitute approval. Recommendation or endorsement by the Connecticut Department of Social Services or the State of Connecticut, nor does such registration evidence the accuracy or completeness of the information set out in the disclosure statement.

Table of Contents

I.	Name and Address of Provider	3
II.	Directors and Officers of Provider	3
III.	Business Experience	4
IV.	Judicial Proceedings	4
V.	Description of Provider and Affiliations	5
VI.	Description of Property	5
VII.	Benefits Included	6
VIII.	Interest on Deposits	11
IX.	Termination of Contract	13
X.	Rights of Surviving Spouse	15
XI.	Marriage of a Resident	15
XII.	Disposition of Personal Property	15
XIII.	Tax Consequences	16
XIV.	Reserve Funding-Escrows	16
XV.	Financial Statements	17
XVI.	Source of Funds	18
XVII.	Condensed Audited Balance Sheet.....	18
XVIII.	Pro Forma Income Statements	18
XIX.	Entrance Fees and Periodic Charges	20
XX.	Prepaid Obligations and Actuarial Value	22
XXI.	Required Filings with the Department	22
XXII.	Life Plan Community Contract	22

I. Name and Address of Provider

McLean Affiliates, Inc.
75 Great Pond Road
Simsbury, CT 06070

Telephone 860-658-3700
Fax 860-651-1247
Website: www.McLeanCare.org

II. Directors and Officers of Provider

BOARD OF DIRECTORS	
Kathleen Alsgaard, R.N.	Retired, United Healthcare
James Cox-Chapman, M.D.	ProHealth Advisory Board ProHealth Physicians
Jared Gris�	President Successional Capital
Robert Hensley	President Robert Hensley and Associates
Michael Paine (Chair)	President Paine’s, Inc.
Linda Schofield	Board of Finance, Town of Simsbury Former State Representative
Philip Schulz	Retired, Managing Partner Pricewaterhouse Coopers
Mark Wetzel	Managing Partner, President Fiducient Advisors
OFFICERS	
David Bordonaro	President, McLean Affiliates, Inc.
Carol Barno	Treasurer, McLean Affiliates, Inc.
Lisa Clark	Secretary, McLean Affiliates, Inc.

III. Business Experience

McLean Affiliates, Inc. (“McLean”) is a non-stock corporation organized under Connecticut law and exempt from taxation under section 501(c)(3) of the Internal Revenue Code. McLean is a subsidiary of the McLean Fund, a trust, created by the will of Senator George P. McLean. McLean provides a continuum of wellness, residential living and health care services for the elderly. It is widely recognized as a successful organization with a long and rich history of excellent services. McLean is operated on a non-discriminatory basis and affords equal treatment and access to services to all eligible persons.

McLean opened the McLean Health Center in Simsbury in 1971 as a not-for-profit trust dedicated to serving elders and others needing medical care, housing and other services. In 1979, McLean Village opened with 23 barrier free, accessible independent living cottages on the campus. McLean Village expanded in 1998 with the opening of 24 independent living apartments and the Burkholder Community Center. In 2004, 24 more apartments were added. Today, there are 48 apartments, 27 cottages, and 13 villas in the McLean Village. McLean is registered with the Connecticut Department of Social Services as a life plan community. McLean Village apartments and villas operate as a life plan, entrance fee community for qualified persons aged 62 years or older.

McLean operates a nationally recognized Home Care and Hospice agency. The Health Center consists of 89 beds. All of the beds are licensed skilled nursing beds, including a post-acute care program. The Health Center also includes 71 assisted living units (medical and memory care), including an adult day program and three residential care home units.* McLean also operates an Outpatient Therapy Clinic and Wellness Program, and supplies the Meals-on-Wheels for five towns.

IV. Judicial Proceedings

Neither McLean, nor any its officers or directors, have been a party to any criminal, civil or administrative proceedings of any kind described in 17b-522(b)(4) of the Connecticut General Statutes.

* The HFA is reducing as residents transition and the neighborhoods are becoming Assisted Living.

V. Description of Provider and Affiliations

McLean is a not-for-profit subsidiary of the McLean Fund, a trust created by the will of Senator George P. McLean. The Trustees of the McLean Fund serve as Directors of McLean. Annually, the Trustees report to the Probate Court in Simsbury. McLean is an independent corporate entity, and the McLean Fund is not responsible for McLean's financial and contractual obligations.

VI. Description of Property

McLean is located in Simsbury, Connecticut on a 125 acre campus. McLean's 4,400 acre Game Refuge, which is operated by the McLean Trust, is not contiguous. McLean's campus is a quiet, wooded community, one mile from the center of town. Many walking paths and gardens grace the campus. It is adjacent to Hop Meadow Country Club.

Expansion Project

McLean has begun an expansion project which will include a 55 unit residential building with first floor amenities. The planned residential units will be additional independent living apartments that will operate exclusively as part of McLean's life plan, entrance fee community for qualified persons aged 62 years or older.

Construction began in July 2020. We have "pre-sold" 51 units to date. A unit is considered "pre-sold" if a prospective resident has signed a Reservation Agreement and provided a deposit equal to ten percent (10%) of the entrance fee for the selected unit.

In addition to the sum of the entrance fees received, McLean has received financing to cover the cost of construction and all other financial obligations associated with the expansion project. When permitted by law, as outlined in Section XIV of this Disclosure Statement, McLean may release all or a portion of the entrance fee deposits paid by prospective residents.

McLean anticipates that construction will be completed and the new units will be ready for occupancy in early summer of 2022.

VII. Benefits Included

McLean offers the same array of services available in life care communities, as described in more detail below. The only difference between McLean and a life care community is that life care contracts continue once the resident of a life care community moves permanently into the community's health center. In contrast, McLean's contract terminates when you move permanently from McLean Village into the Health Center, and you pay the rate that applies for the Health Center services that you require. The refundable component of your entrance fee stays on account until you leave the campus and the unit is re-occupied or three years, whichever comes first.

Following is a description of benefits included when you become a resident of McLean Village. These benefits are also outlined in the Residency Agreement that you will sign upon acceptance into the community. McLean's Residency Agreement is attached as Exhibit A to this Disclosure Statement.

A. Your residence, common facilities, services, additional services

McLean is responsible for providing all of the services listed below. We are responsible for maintaining the buildings and grounds, utilities, property taxes, and hiring and supervising all staff. We are committed to our guiding principles to make your life in McLean Village a truly positive experience. Our philosophy of person-centered care extends to all of our programs and services. What does this mean to you? We are dedicated to working with each resident to be sure your needs and interests are paramount whether you are living independently in the Village or become a resident of the Health Center for Assisted Living or skilled nursing care.

1. Your residence in the Village includes the following:

Fully equipped kitchen – full sized stove, refrigerator, dishwasher and microwave	Emergency response system*
Washer & dryer	Fire safety systems
Individually controlled heat and air conditioning	One parking place (see Section D2 on additional parking) (garage in villa)

Curtains or blinds	Personal storage area (apartments)
Wall-to-wall carpeting or hardwood flooring or combination of both	Utilities except phone and cable (apartments only)
TV/Cable/Internet connections	Individual mail boxes in lobby or driveway

* Emergency Response - Your Residence is equipped with an emergency response system, which is monitored 24 hours a day by a service. If the emergency response system is used often and inappropriately, you may be charged for the response.

2. McLean is responsible for maintaining the buildings and grounds; payment of utilities and property taxes; and hiring and supervision of McLean staff.

B. Services

Unless otherwise specified, the following services are provided under your Monthly Service Fee. McLean reserves the right, in its sole discretion, to adjust services available under the Monthly Service Fee, and reserves the right to charge for additional services outside the scope of the Monthly Service Fee, as outlined in the Fee Schedule (Section XVIII).

1. A flexible meal plan account with the equivalent of 25 pre-loaded, full dinners per monthly cycle.
 - a. Dining services including the Burkholder Restaurant, Burkholder Café, the Senator’s Café, the Pfirman Dining Room, The Pines, Grouse & Quail Pub, and Hop Meadow Country Club.
 - b. Dinner is offered Monday – Saturday plus a Sunday Brunch. Dinner is also available seven days a week in the Senator’s Café, The Pines, and Pfirman Dining Room.
 - c. Breakfast and lunch are available seven days a week in The Pines and seven days a week in the Senator’s Café and Pfirman Dining Room.

- d. You may choose to use two full fare credits per cycle at Hop Meadow Country Club as part of your meal plan.
 - e. Special diets will be considered.
 - f. Tray service during temporary illness, when approved by the McLean Village Director, for up to ten days per incidence (twice per year)
2. A variety of cultural, recreational, and educational activities
3. Social Membership to Hop Meadow Country Club, including access to all activities at the clubhouse, use of the pub, pool during the weekdays, use of facilities for parties and family gatherings, plus tennis and golf during the weekdays at the guest rate
4. Membership in McLean's Boundless Wellness Program
5. Scheduled van or car transportation to local shops
6. Scheduled local van or car transportation to doctors within the Farmington Valley (Simsbury, Granby, East Granby, Avon, Bloomfield, Canton and Farmington)
7. Every other week light housekeeping: which may include dusting, vacuuming, washing bathrooms and kitchen including the floors, changing linens, and twice annually washing the interior windows (no linen service)
8. Care Coordination to help you plan medical services and needs for a different level of care on a temporary or permanent basis. Our Care Coordination certified Home Care staff will work with you and your designated family members, our Medical Director, and/or your doctors on services you may need for temporary care or for a permanent change in your level of care. The initial, one hour evaluation is included. Other visits will be paid privately. Campus liaison, a certified social worker, helps to facilitate transitions and assists with identifying available resources.

9. All utilities except telephone and cable (apartments only, not villas)
10. Building and grounds maintenance
11. Religious services – non-denominational with several area clergy
12. Monthly health clinic is available for health screening, blood pressure monitoring, weight and diet checks
13. Priority access to the Health Center and other McLean health care services

C. Amenities and Common Facilities

You will be entitled to share with all residents the use of the grounds and common facilities subject to the McLean Village rules and regulations. McLean may expand, eliminate, or modify common facilities in its sole discretion.

Medical Clinic – Health Center
Burkholder Restaurant
Burkholder Café
Senator’s Café – Health Center
Pfirman Dining Room – Health Center
The Pines
Grouse & Quail Pub
Private Dining
The Hartford Community Room
Fireplace lounges
The Juliette Performing Arts Theater
Game Room and Pool Table
Glenn Creative Arts
Fitness Center
Exercise Studio
The Harbor
The Refuge
Reading Nook

Burkholder Refuge Room – for small gatherings/groups
Gardens and guided walking trails
The Hideaway Salon
Libraries and computers with internet access
Sorenson Technology Center with web cam and memory
training equipment – Health Center
Auxiliary Gift Shop – Health Center and Burkholder satellite
Workshop

D. Services Available at an Additional Charge

The following services are available at an additional charge, as set forth in the Fee Schedule (Section XVIII, Exhibit B):

1. Health Services

- a. McLean offers several levels of care. You will have priority access to all levels of care and health care services. While you reside in McLean Village, you may make arrangements with McLean, with the help of our Care Coordination staff, to make arrangements necessary to meet your health care needs. Should you move permanently from the Village to Assisted Living or Skilled Nursing care, this Agreement will terminate and you will stop paying the Monthly Service Fee for this Agreement. You will sign a new agreement and pay the new rate that applies. See Termination Section IX.
- b. There are medical professionals on campus that you may choose, or you may elect to continue to have your own physicians and other health care professionals in the community. McLean has a geriatric physician, clinic, and a dental office located in the Health Center. In addition, a podiatrist is available on a monthly basis. McLean's Health Center has a Rehab Clinic that offers outpatient physical, occupational and speech rehabilitation services that you may access as prescribed by your physician.

- c. McLean Home Care and Hospice is available to provide skilled nursing, therapy and social work services in your residence, if ordered by a physician. You may contract with any other home health care agency of your choice.

2. Other Services – See Exhibit B

- Additional housekeeping services and clothing exchanges from/to storage
- Special housekeeping for spills and accidents
- Additional parking and covered parking available. Villas have garages. Guests may self-park in designated areas. Special arrangements must be made for RV parking. You may not store vehicles that do not belong to you in your designated parking places.
- Transportation to airport and other venues.

VIII. Interest on Deposits

A. Entrance Fee

You will be responsible for paying the Entrance Fee for the unit you select. Once your application is accepted, a deposit of 5% of the total entrance fee or \$10,000, whichever is less, is due to hold a unit for 60 days. Residents of newly constructed units will pay a ten percent (10%) entrance fee deposit upon signing the Reservation Agreement, with the balance to be paid when the Residency Agreement is signed prior to the opening of the new units. You will then sign the Residency Agreement attached at Exhibit A and pay the balance of the Entrance Fee on the date of occupancy. The table in Section XVIII lists the Entrance Fee for each apartment and villa. If there are two of you, then you will pay an additional, second person Entrance Fee. The table also lists Upgrade Fees that may apply if you select any of the upgrade options listed. Upgrade Fees will not be considered part of your Entrance Fee.

B. Monthly Service Fee

In addition to the Entrance Fee, you will pay a Monthly Service Fee for your residence and a Second Person Monthly Service Fee if there

are two of you. The table in Section XVIII lists the current Monthly Service Fee for each apartment and villa. The Monthly Service Fee (plus any applicable Second Person Monthly Service Fee) will be due on the first day you are entitled to occupy your residence. After you move into your residence, McLean will bill you in advance of each month for the Monthly Service Fee, and your payment will be due on the first of each month. Your monthly statement will also include additional charges that you may have incurred during the prior month. If you are absent from your residence for more than seven consecutive days for any reason (vacation, hospital stay, or in the Health Center), you will be entitled to a credit toward your Monthly Service Fee. The number of days for the credit will be determined at the sole discretion of McLean.

C. Adjustments to Monthly Service Fees

McLean, in its discretion, may increase or decrease the Monthly Service Fee upon giving you thirty (30) days prior written notice. Factors used in determining any increase or decrease may include, but not be limited to: actual and projected operating expenses, administrative costs and fees, reserves for expansion, lender reserve requirements, capital expenditures, costs of improvements, changes in CPI, changes in taxes, actuarial requirements, state and federal regulations, and changes in contract services.

Note that upgrade fees are not considered as part of your entrance when the refund is calculated.

IX. Termination of Contract

A. Termination by Resident

1. Right to Rescind within Thirty (30) Days of Signing Residency Agreement

You have the right to rescind the Residency Agreement by notifying McLean of your decision to rescind within thirty (30) days of signing the Agreement. You will not be required to move into your residence before the 30 day rescission period expires. If you exercise your right to rescind, McLean will

refund, within 30 days, any money you have transferred to McLean less additional costs that McLean incurred due to upgrades or other modifications to your residence, a pro-rated amount of the Monthly Service Fee if you occupied your residence within the thirty day period and a reasonable service charge not to exceed the greater of \$1,000 or two percent (2%) of the Monthly Service Fee.

2. Automatic Cancellation Prior to Occupancy

If, after the thirty (30) day rescission period, you are unable to occupy your residence due to death, illness, injury or incapacity, upon notice to McLean, the Residency Agreement will be cancelled automatically and McLean will refund, within thirty (30) days, to you or your legal representative, all money transferred to McLean, less additional costs that McLean incurred due to upgrades or other modifications to your residence, a pro-rated amount of the Monthly Service Fee if your residence was available for occupancy and a reasonable service charge not to exceed the greater of \$1,000 or two percent (2%) of the Monthly Service Fee.

3. Termination for Any Other Reason

You may terminate the Residency Agreement at any time for any reason after the thirty (30) day rescission period has expired by giving McLean thirty (30) days written notice, unless both parties agree to a shorter notice.

If you terminate the Residency Agreement before the date when your residence is available for occupancy, then McLean will refund to you or your legal representative, within thirty (30) days, all money transferred to McLean, less additional costs that McLean incurred due to upgrades or other modifications to your residence, a pro-rated amount of the Monthly Service Fee if your residence was available for occupancy and a reasonable service charge not to exceed the greater of \$1,000 or two percent (2%) of the Monthly Service Fee.

You may terminate the Residency Agreement at any time and for any reason after occupancy by giving McLean thirty (30)

days prior written notice, unless both parties agree to a shorter notice. If you provide notice of termination, you will be responsible for paying all applicable fees and charges until the expiration of the thirty (30) day period, or until you vacate your residence, whichever is later.

The Residency Agreement will terminate automatically upon your death (or, if there are two of you, once both of you have died). Any refund due will be paid as described below.

B. Termination by McLean

After occupancy, McLean may terminate the Residency Agreement at any time, for good and sufficient cause, by giving you thirty (30) days prior written notice, unless both parties agree to a shorter notice. Good and sufficient cause shall include, but not be limited to, the following: Breach of Agreement/Failure to Pay Fees; Needs Beyond McLean's Capacity; Violation of Community Rules; Nuisance; Misrepresentation; Improper Asset Transfer; Failure to Make Financial Disclosure; or Permanent Transfer from the premises of McLean. Any refund will be paid as described below.

C. Refund

Upon termination of this agreement and after you have left the campus (no longer live on the campus, in any level of care), you (or your estate) will be entitled to a refund. The refund is based upon a declining balance due, as shown in the Refund Balance Sheet (Exhibit C). The amount due to you or your heirs shall be equal to the indicated balance as shown on the Refund Balance Sheet, minus any unpaid fees, charges, and repair costs. McLean will pay the refund to you or your estate either within thirty (30) days after the date that your former residence is re-occupied by a new resident who has executed a Residency Agreement and paid the then-applicable Entrance Fee for the residence, OR three years from the date the contract is terminated, whichever occurs first.

X. Rights of Surviving Spouse

If two residents occupy the residence and one dies or moves out of the

residence, then the surviving spouse or co-resident will maintain all rights and obligations under the Residency Agreement. The Entrance Fee refund will be calculated based on the months lived at McLean for the second resident, if any, upon the death of the second resident. Should the first resident need to be transferred to a higher level of care, and then run out of assets to pay for Skilled Nursing or Assisted Living care, the refundable component of the Entrance Fee will be used to cover these costs for the first resident before the first resident may be deemed eligible to apply for Medicaid.

XI. Marriage of a Resident

If a resident enters into marriage or invites a second person to live in the residence, the potential co-resident must submit a full application to determine that she/he meets admission standards. Once accepted, the co-resident must sign the Residency Agreement and pay the required Second Person Entrance Fee and Second Person Monthly Service Fee. The new co-resident will have full rights as outlined in the Residency Agreement.

XII. Disposition of Personal Property

If the Residency Agreement terminates, you will have thirty (30) days to vacate your residence and remove all furniture and personal possessions from the residence. If the residence is not vacated with thirty (30) days, McLean reserves the right to remove and store the possessions at your expense for up to six (6) months. After that date, the possessions may be disposed of at the owner's expense.

XIII. Tax Consequences

Payment of an Entrance Fee or other transfer of assets may have significant tax consequences. You are advised to consult with a tax professional or other qualified advisor to discuss any tax consequences of entering into the Residency Agreement.

XIV. Reserve Funding and Escrows

McLean has established a reserve fund account with US Bank National Association, Asylum Street, Hartford, CT 06103 ("US Bank"). The fund

will be maintained at a level sufficient to cover one month's operating expenses for McLean Village.

McLean has also established a separate account with US Bank to hold entrance fees in trust (the "Entrance Fee Trust").

The entrance fee for existing units will be put into the Entrance Fee Trust within 72 hours of receipt by McLean for thirty (30) days or until the residency agreement is executed. Please see the attached Addendum A.

Deposits for new construction will be placed into the Entrance Fee Trust within 72 hours of receipt by McLean. Please see the attached Addendum A. The deposit will be refunded to the resident if the escrow agent receives written demand by registered or certified mail for return of the entrance fee prior to release thereof to McLean, or the entrance fee in escrow will be released to McLean at the time when all of the following conditions have been met:

- A. The sum of the entrance fees received or receivable by McLean pursuant to binding residency agreements, plus other funds in the possession of McLean, equals or exceeds the sum of seventy-five percent of the aggregate cost of constructing, equipping and furnishing the new units; plus seventy-five percent of the reserve fund escrow required to be maintained by McLean pursuant to section 17b- 525.
- B. A commitment has been received for a permanent mortgage or other long-term financing and any conditions of the commitment prior to disbursement of funds thereunder, other than completion of the construction, have been substantially satisfied.
- C. If construction of the units has not been substantially completed, all government permits or approvals necessary prior to the commencement of construction have been obtained, and maximum price contract has been entered into between McLean and a general contractor or construction manager responsible for construction of the units, a bond covering faithful performance of the construction contract by the general contractor and a payment of all obligations arising thereunder has been issued by an insurer; a loan agreement has been entered into by the provider for an interim construction loan

in an amount, when combined with the amount of the entrance fees then held in escrow plus the amount of funds from other sources then in McLean’s actual possession, that will equal or exceed the estimated cost of constructing, equipping and furnishing the new units; not less than ten percent (10%) of the amount of the construction loan has been disbursed by the lender for physical construction or site preparation work completed; and orders at firm prices have been placed by McLean at not less than fifty percent in value, including installation, of items necessary for equipping and furnishing the units; or if construction of the units has been substantially completed, an occupancy permit covering the living unit has been issued by the Town of Simsbury.

The Entrance Fee Trust is held by US Bank National Association at 225 Asylum Street, 23rd Floor, Hartford, CT 06103. A copy of the escrow agreement is attached to this disclosure statement.

XV. Financial Statements

The audit for 2020/2021 for McLean Affiliates, Inc. is attached. The following is the Statement of Operations for McLean Affiliates, Inc., year ending September 30, 2021.

Net Revenue	\$27,656,371
Salaries	\$15,337,507
Benefits	\$3,325,688
Other Direct Expenses	\$7,704,148
Provider Tax Expense	\$393,678
Depreciation	\$2,382,721
Total Expenses	\$29,143,742
Gain/(Loss)	\$(1,487,371)

XVI. Source of Funds

Private	\$14,785,892
Medicare	\$8,707,429
Medicaid	\$3,197,106
Commercial	\$965,944

XVII. Condensed Audited Balance Sheet

Cash and investments	\$21,803,389
Assets whose use is limited	\$40,073,933
Property, plant and equipment	\$54,421,416
Other assets	\$2,729,400
Total assets	\$119,028,138
Current liabilities	\$10,642,122
Life Plan liabilities	\$9,452,145
Bonds payable	\$65,236,129
Net assets	\$33,697,742
Total liabilities and net assets	\$119,028,138

XVIII. Pro Forma Income Statements

The three year pro forma income statements are based upon current operations, layering in the new Goodrich building which is anticipated to open in the summer of 2022. The pro forma presents as both accrual basis and EBITDA. EBITDA is a measure of core performance removing the impact of costs associated with interest, depreciation and amortization. Projection anticipates rental increases of 2.5% for apartments and assisted living services. Actual increases are determined annually based on current year budget conditions. The pro forma does not include investment income.

(000's)	2022	2023	2024
Net revenue	\$28,909	\$32,306	\$33,365
Salaries	\$15,867	\$16,265	\$16,674
Benefits	\$3,478	\$3,567	\$3,658
Other Direct Expenses	\$7,329	\$7,506	\$7,688
Provider tax	\$433	\$433	\$433
Interest Expense	\$739	\$2,710	\$2,566
Depreciation	\$3,106	\$4,958	\$4,985
Total Expenses	\$30,952	\$35,439	\$36,004
Operating Results	(\$2,043)	(\$3,133)	(\$2,639)
Add back:			
Interest Expense	\$739	\$2,710	\$2,566
Depreciation Expense	\$3,106	\$4,958	\$4,985
Earnings before Interest, Taxes, Depreciation & Amortization (EBITDA)	\$1,802	\$4,535	\$4,912

The McLean pro forma includes all business lines: independent living, assisted living, skilled nursing, home care and hospice, adult day care and outpatient rehab services. Fiscal year 2022 includes anticipated lost revenues and additional expenses related to COVID-19. The McLean Board of Directors has approved a multi-year, campus physical plant enhancement plan which has resulted in increased non-cash depreciation expense. The strong balance sheet allows for the cash outlay related to these projects. Included in this pro forma are costs associated with a Life Plan community expansion which broke ground in 2020. Debt related to this expansion was obtained in July 2020 with an anticipated completion date of summer 2022.

XIX. Entrance Fees and Monthly Service Fees for Apartments and Villas

		REFUNDABLE %			MONTHLY SERVICE FEES	No Entry-Fee Life Plan Option Monthly Payments
		Units	Declining	50%		
Birch	10	\$179,000	\$234,000	\$325,000	\$3,515	\$5,455
Oak	14	\$253,000	\$331,000	\$460,000	\$4,345	\$7,200
Beech	1	\$239,000	\$312,000	\$434,000	\$4,270	\$7,035
Elm	14	\$210,000	\$275,000	\$380,000	\$4,040	\$6,420
Maple	6	\$212,000	\$277,000	\$385,000	\$4,195	\$6,670
Hickory	3	\$261,000	\$342,000	\$475,000	\$4,385	\$7,355
Total Existing Apartments	48					
Villa - Spruce	6	\$300,000	\$390,000	\$525,000	\$4,505	-----
Villa - Apple	7	\$315,000	\$415,000	\$545,000	\$4,600	-----
Total Proposed Villas	16					

- Plus second person entrance fee of \$9,500
- Plus second person service fee of \$775 a month (Life Plan) or \$875 a month (monthly plan)

Planned Entrance Fees and Monthly Service Fees for The Goodrich

Floor Plan	Units	Entrance Fee Range	Monthly Service Fee
Tupelo	1	\$188,190 - \$336,500	\$2,850
Aspen	12	\$230,420 - \$429,320	\$3,925
Poplar	13	\$269,280 - \$499,690	\$4,355
Chestnut	3	\$273,255 - \$501,735	\$4,360
Dogwood	2	\$303,960 - \$546,615	\$4,690
Mountain Laurel	6	\$298,045 - \$551,715	\$4,685
Alder	3	\$290,700 - \$533,350	\$4,685
Walnut	10	\$304,775 - \$564,970	\$4,790
White Pine	2	\$336,000 - \$604,750	\$4,895
Sycamore	3	\$350,775 - \$631,275	\$5,015
Total Village Expansion Units	55		

- Plus second person entrance fee of \$9,500 - \$9,700 (depending on contract)
- Plus second person monthly service fee of \$775 - \$825 a month (depending on contract)

Historic Fees

	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Five-year average increase
Apartments	2.5%	1%	2%	2%	2%	1.9%
Villas	2.5%	2.5%	2%	2.5%	2.5%	2.4%

McLean has two special marketing incentives, for the Burkholder apartments only, as of this document:

1. A 90% refundable plan with a flat \$300,000 Entrance Fee for any model apartment for those 90+ in age.
2. A \$25,000 discount for select apartments with a declining plan and/or a \$12,500 discount for 50% plans.

McLean will deposit the payments you make toward your Entrance Fee in an interest bearing escrow account with: US Bank National Association, 225 Asylum Street, 23rd Floor, Hartford, CT 06103.

McLean will not pay interest on the refund. In accordance with Connecticut law, the Entrance Fee will be held in escrow during the thirty (30) day rescission period after you sign the Residency Agreement (see discussion of your right to rescind in Section IX) and will be released to McLean once you occupy your residence.

You may be entitled to a refund of your Entrance Fee upon termination of the Residency Agreement. See Section IX for an explanation of refunds.

XX. Prepaid Obligations, Actuarial Value

No pre-paid obligations are incurred by McLean Affiliates, Inc. toward other than first generation residents. All health care charges are assessed on a daily basis when used. Incentive programs for first generation residents provide for various credits toward health care charges and are limited in quantity and utilization.

XXI. Required Filings with the Department

A copy of this Disclosure Statement, together with all of its Exhibits, and all other materials required to be filed with the Connecticut Department of Social Services pursuant to applicable statutes and regulations have been filed and many be reviewed at:

State of Connecticut - Department of Social Services
25 Sigourney Street
Hartford, CT 06106

XXII. Life Plan Community Contract - Attached

Life Plan Community Additional Services – Exhibit B

Burkholder Restaurant

Guest Meals	\$15 evening meal \$20 holiday meal Lunch a la carte
Resident Extra Meals	Breakfast a la carte Lunch a la carte \$12.50 dinner
Senator’s Cafe	A la carte pricing
Guest Suite	\$80 per night
Spring Cleaning	\$100 for up to two hours (i.e.: washing walls, baseboards, transferring seasonal clothes)
Carpet Cleaning	\$25 per hour - one hour minimum
Transportation	Based on availability, \$25 per hour, billed in 15 minute increments after minimum first hour Scheduled transportation outside of service area (see section VII B 6 for service area)
New Key/Extra Key	\$25 per key (receive two sets of keys upon move in)
New Key Fob	\$75 per fob
Physician/Dentist/ Barber/Beauty/Podiatry	Fees established by provider
Carport Fee	\$50 per month
Transfer Fee	\$7,000 (villa), \$6,000 (apartment), \$5,500 (cottage)

Life Plan Community Credit for Absence from the Village

For members of the dining program, if you are absent for seven (7) consecutive days or more, you will be credited \$30 per week, per person based upon full weeks absent from day one.

RESIDENT ACKNOWLEDGEMENT

Pursuant to Connecticut General Statutes §17b-522(a) McLean Affiliates, Inc. advises you that:

1. A life plan community contract is a financial investment and your investment may be at risk
2. The provider's ability to meet its contractual obligations under such contract depends on its financial performance
3. You are advised to consult an attorney or other professional experienced in matters relating to investments in life plan communities before you sign a contract for residency
4. The Connecticut Department of Social Services does not guarantee the security of your investment

I (we) hereby acknowledge that I (we) have reviewed the above statement and the Life Plan Community Contract I (we) will execute with McLean Affiliates, Inc.

Signature of Resident

Date

Signature of Resident

Date

Signature of Legal Representative (if applicable)

Date

Statement of Escrow Agent

U.S. Bank National Association, as escrow agent (the "Escrow Agent") hereby affirms and swears that it holds, as escrow agent for McLean Affiliates, Inc., funds pursuant to the attached Entrance Fee Escrow Agreement dated as of February 15, 2010, which states that the funds so held are those required by sections Section 17b-524 of the Connecticut General Statutes, as amended to date, and funds pursuant to the attached Operating Reserve Escrow Agreement dated as of February 15, 2010, which states that the funds are so held are those required by Section 17b-525 of the Connecticut General Statutes, as amended to date.

IN WITNESS WHEREOF, the undersigned Escrow Agent has caused this Statement to be executed by its duly authorized officer as of the 14th day of January, 2022.

U.S. Bank National Association, as Escrow Agent

By: *Philip G. Kane, Jr.*
Name: Philip G. Kane, Jr.
Title: Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF HARTFORD)

Personally appeared Philip G. Kane, Jr., the Vice President of U.S. Bank National Association, being the duly authorized signer of the foregoing instrument acknowledged the same to be the free act and deed of such officer and the free act and deed of the Escrow Agent, before me.

Susan P. McNally
Notary Public



SUSAN P. MCNALLY
Notary Public, State of Connecticut
My Commission Expires March 31, 2025