



McLean Affiliates, Inc.

Disclosure Statement

January 2016

McLean Affiliates, Inc. has registered as a continuing care facility 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.

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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	
James Cox-Chapman, M.D.	Chief Medical Officer ProHealth Physicians
Martin Geitz	President and CEO Simsbury Bank
Robert Hensley	President Robert Hensley and Associates
Michael Paine	President Paine's, Inc.
P. Douglas Powell	Retired, Co-Founder Retirement Living Services, LLC
Linda Schofield	Board of Finance Town of Simsbury Former State Representative
Philip Schulz	Retired, Managing Partner Pricewaterhouse Coopers
Mark Wetzel (Chair)	President Fiduciary Investment Advisors, LLC
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 11 villas in the McLean Village. McLean is now registered with the Connecticut Department of Social Services as a continuing care facility. McLean Village apartments and villas operate as a continuing care, 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 99 beds. All of the beds are licensed skilled nursing beds, including a post-acute care program. The Health Center also includes 49 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 units 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.

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.

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-blinds	Personal locked storage area (apartments)
Wall-to-wall carpeting	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, and Hop Meadow Country Club.
 - b. Dinner is offered Monday – Saturday plus a Sunday Brunch in the Burkholder Restaurant, seven days a week in the Senator's Café and Pfirman Dining Room.
 - c. Lunches are available six days a week in the Burkholder Café 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 Healthy Living Fitness and Warm Water Pool 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, 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.

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.

1. Burkholder Restaurant
2. Burkholder Café
3. Senator's Café – Health Center
4. Pfirman Dining Room – Health Center
5. Burkholder Hartford Community Room
6. Burkholder fireplace lounges
7. Gardens and guided walking trails

8. Beauty Salons/Barber Shops
9. Libraries and computers with internet access
10. Sorenson Technology Center with web cam and memory training equipment
11. Auxiliary Gift Shop – Health Center
12. 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 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

- Additional housekeeping services and clothing exchanges from/to storage
- Special housekeeping for spills and accidents
- Additional parking and covered parking may be available for a fee. 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 in the Farmington Valley (Simsbury, Granby, Avon, Canton and Farmington)
- Lunch can replace dinner meals within the meal plan with a full lunch at any venue above

VIII. Interest on Deposits

A. Entrance Fee

You will be responsible for paying the Entrance Fee for the unit you select. A ten percent (10%) deposit is due to hold a unit. Once your application is accepted for an existing unit (or within 30 days of breaking ground), you will 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. The fund will be maintained at a level sufficient to cover one month's operating expenses for McLean Village.

The entrance fee for existing units will be put in escrow (per Section 17b-524) 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 in the escrow (per Section 17b-524) within 72 hours of receipt by McLean. Please see the attach

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. No long term debt will be sought so no condition must be met under this clause.
- 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 contraction 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; 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 escrow account is at US Bank National Association, 225 Asylum Street, 23rd Floor, Hartford, CT 06103. A copy of the escrow agreement is attached to this disclosure statement.

XV. Financial Statements

The audits for 2015 and 2014 for McLean Affiliates, Inc. are attached. The following is the Statement of Operations for McLean Affiliates, Inc., year ending September 30, 2015.

Net Revenue	\$24,779,000
Salaries	\$12,545,000
Benefits	\$2,908,000
Other Direct Expenses	\$6,201,000
Provider Tax Expense	\$519,000
Depreciation	\$1,637,000
Total Expenses	\$23,810,000
Gain	\$969,000

XVI. Source of Funds

▪ Private	\$12,636,000
▪ Medicare	\$ 6,773,000
▪ Medicaid	\$ 4,728,000
▪ Commercial	\$ 642,000

XVII. Condensed Audited Balance Sheet

Cash and investments	\$12,432,000
Property, plant and equipment	\$19,104,000
Other assets	\$ 3,203,000
Total Assets	\$34,739,000
Current liabilities	\$ 3,536,000
CCRC liabilities	\$10,299,000
Net Assets	\$20,904,000
Total liabilities and Net Assets	\$34,739,000

XVIII. Pro Forma Income Statements

The following pro forma income statements are based upon the following assumptions: 90% occupancy, 2.5% revenue increase for non-skilled business lines

(000's)	2016	2017	2018
Net Revenue	24,650	24,642	25,371
Salaries	12,842	12,695	12,486
Benefits	2,946	2,951	2,982
Other Direct Expenses	5,739	5,709	5,871
Depreciation	1,726	1,722	1,800
Provider	461	373	278
Tax Expense			
*Interest Expense	0	0	0
Total Expenses	23,714	23,450	23,418
Operating Results	936	1,192	1,953

During 2014, the McLean board of directors approved a strategic plan to convert 60 nursing home beds into 46 Assisted Living suites. 2016 and 2017 results are lower than presented in last year's disclosure statement due to the strategic plan conversion. We expect the project to be completed by 2017 and fill up of converted units completed during 2018 so by 2018 we expect to be at 90% occupancy. The strength of our balance sheet presented above supports our strategic move.

XIX. Entrance Fees and Periodic Charges

	Units	REFUNDABLE %			MONTHLY FEES
		Declining	50%	90%	CCRC
Birch	10	\$179,000	\$234,000	\$325,000	\$3,130
Oak	14	\$253,000	\$331,000	\$460,000	\$3,850
Beech	1	\$239,000	\$312,000	\$434,000	\$3,790
Elm	14	\$210,000	\$275,000	\$380,000	\$3,580
Maple	6	\$212,000	\$277,000	\$385,000	\$3,730
Hickory	3	\$261,000	\$342,000	\$475,000	\$3,850
Total Existing Apartments	48				
Villa - Spruce	6	\$300,000	\$390,000	\$525,000	\$3,840
Villa - Apple	6	\$315,000	\$415,000	\$545,000	\$3,950
Total Proposed Villas	16				

*Plus second person entrance fee of \$9,500

**Plus second person service fee of \$775 a month

Upgrades	Upgrade Fee	Additional Monthly Fee
Covered parking for existing apartments		\$50 a month
Garage bump out - villa	\$7,500	\$0
Kitchen bump out for in-kitchen dining - villa	\$7,500	\$0
Four season room - villa	\$24,000	\$0
Bedroom bump out - villa	\$10,000	\$0
Gas fireplace - villa	\$7,500	\$0
Hardwood floors – great room or two bedrooms	\$5,000	\$0
Ceiling fan in bedroom	\$800	\$0
Side door in garage	\$800	\$0

Historic Entrance Fees

	2010/11	2011/12	2012/13	2013/14	2014/15	2015/16
Apartments	3%	1%	4.6%	2.7%	2%	1%
Villas	3%	1%	4.6%	2.7%	2%	1%

(*indicates decrease)

McLean has two special marketing incentives 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. Continuing Care Contract - Attached

CCRC Additional Services – Exhibit B

Burkholder Restaurant

Guest Meals	\$15.00 evening meal \$20.00 holiday meal Lunch a la carte
Resident Extra Meals	Lunch a la carte \$12.50 dinner
Tray Service	10 day maximum, limited to 2x/year
Senator's Cafe	A la carte pricing
Guest Suite	\$60.00 per night
Housekeeping	Included for CCRC residents every other week
Spring Cleaning	\$100 for up to two hours (ie: washing walls, baseboards, transferring seasonal clothes)
Carpet Cleaning	\$25/ hour - one hour minimum
Maintenance Assistance	\$25 for 15 minutes for two people (ie: moving furniture within apartment, flipping mattresses)
Transportation	Scheduled transportation to physicians' offices within the Farmington Valley
Private Transportation	When possible, \$25 hour billed in 15 minute increments after minimum first hour
New Key/Extra Key	\$25/key (receive two sets of keys upon move in)
Physician/Dentist/ Barber/Beauty/Podiatry	Fees established by provider

CCRC 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.

Statement of Escrow Agent

The undersigned, US 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 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 11th day of February, 2016.

US Bank National Association, as Escrow Agent

By: Melissa F. Vachon
Name: Melissa F. Vachon
Title: Vice President

STATE OF CONNECTICUT)
)
) ss:
COUNTY OF HARTFORD)

Personally appeared Melissa F. Vachon, 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

