BARCLAY FRIENDS
DISCLOSURE STATEMENT

UNDER PENNSYLVANIA ACT 82

JANUARY, 2026

Note: Issuance of a Certificate of Authority by the Pennsylvania Insurance Department does not constitute approval, recommendation, or endorsement of Barclay Friends by the department, nor is it evidence of, nor does it attest to, the accuracy or completeness of the information set out in this disclosure statement.

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This document is required by Pennsylvania Act 82, the Continuing Care Provider Registration and Disclosure Act. It includes only information required by the Act.

Note -- Residence and Care Agreements

A Barclay Friends Residence and Continuing Care Agreement will be attached to this disclosure statement unless:

a. You are already a resident of Barclay Friends.

b. You are not currently making application to Barclay Friends.

If no Residence and Care Agreement is attached, those who are making application to Barclay Friends can obtain a copy by calling or writing the Barclay Friends' Senior Director of Admissions and Sales.

SUMMARY

1. Facilities
   Barclay Friends
   700 North Franklin Street
   West Chester, PA 19380

2. Licensed provider
   Barclay Friends
   700 North Franklin Street
   West Chester, PA 19380

3. To discuss admissions, call or write
   Paige Meacham, Senior Director of Admissions and Sales
   Barclay Friends
   700 North Franklin Street
   West Chester, PA 19380
   610-696-5211

4. Facility description

Barclay Friends is located in a residential, suburban area of West Chester Borough on 10.3 acres. Barclay Friends is comprised of three components: Preston, which houses personal care and residential living, Goshen, which houses memory care living, and Cotter which houses rehab and long-term nursing care.

Preston houses a total of 60 apartments: 40 residential living and/or personal care apartments (1st and 2nd floors), and 20 memory care apartments (1st floor). The lower level of the building offers a beauty/barber shop, a private dining room for special occasions, a fitness room, offices, and resident storage.

Goshen houses a total of 24 memory care apartments. This area was opened on May 1st, 2025

The Residential Living and Personal Care areas feature a dining room, country kitchen and pantry; living rooms; activities space; and laundry facilities. The memory care area features its own dining room, country kitchen and pantry; den; living room; activities area and laundry facilities. All areas allow access to gardens and outdoor space.

Cotter, the rehab and long-term care portion of the building, is in three sections for a total of 64 beds. It also includes dining rooms, a therapy gym, craft and recreation space, lounges, and office and meeting spaces. There are several outdoor garden areas with walking paths and seating surrounding the entire facility.

5. Minimum age for admission under a continuing care contract

Self	Spouse
65	65

6. Affiliation with The Kendal Corporation

Barclay Friends is affiliated with The Kendal Corporation through bylaw requirements. The Kendal Corporation must approve the election of board members of Barclay Friends and any amendments to the articles of incorporation and to specified sections of the bylaws of Barclay Friends, as well as the incurrence of debt of specified value; changes in corporate purpose; use of the name "Kendal"; the substance of resident contracts; and the purchase, sale, lease, or other disposition of any real estate or improvements thereon of a specific value; and dissolution, merger with another entity, division, or acquiring control of another entity. The Barclay Friends bylaws also specify that Barclay Friends and The Kendal Corporation shall have certain board members in common, and that the President of The Kendal Corporation, or his/her designee, shall be invited to attend Barclay Friends Board meetings ex officio.

7. Current resident populations at December 31, 2025:

Rehab and long-term care	61 residents
Residential and Personal Care	67 residents

8. Residential fees for Preston apartments:

IL

	5 Room Choices	# Rooms	Rate	Weighted Avg
	Darlington	0	$ 102.00	$ -
	Everhart	2	$ 113.00	$ 113.00
	Marshall	0	$ 125.00	$ -
	Rosedale	0	$ 151.00	$ -
	Strasburg	0	$ 163.00	$ -
	Total Avail	**2**		$ 113.00

PC

	5 Room Choices	# Rooms	Rate	Weighted Avg
	Darlington	2	$ 208.00	$ 10.95
	Everhart	20	$ 220.00	$ 115.79
	Marshall	2	$ 232.00	$ 12.21
	Rosedale	12	$ 260.00	$ 82.11
	Strasburg	2	$ 270.00	$ 14.21
	Total Avail	**38**		$ 235.26

MC

	5 Room Choices	# Rooms	Rate	Weighted Avg
	Darlington	9	$ 369.00	$ 75.48
	Everhart	11	$ 378.00	$ 94.50
Goshen	Clover	2	$ 300.00	$ 13.64
Goshen	Magnolia	18	$ 312.00	$ 127.64
Goshen	Matlack	4	$ 395.00	$ 35.91
	Total Avail	**44**		**$ 347.16**

RESPONSES TO SECTION 7 OF PA ACT 82

Note: Item numbers correspond to paragraphs of PA Act 82, section 7, which sets out the requirements for this disclosure statement.

1. Barclay Friends is a not-for-profit Pennsylvania corporation.
   The mailing address and street address are:
   Barclay Friends
   700 North Franklin Street
   West Chester, PA 19380

2. Board of Directors

The following people comprise the Board of Directors of Barclay Friends. These are all the people who meet the definition in section 7(a)(2) of the Act. They are listed with their business addresses (where applicable).

Susan Cusack, [redacted]
Matthew Davis, [redacted]
Cendrine Gemberling, [redacted]
Ellen Gilbert, [redacted]
Jolie Karp, [redacted]
Marianne Pessognelli, [redacted]
John Spangler, [redacted]
David Charter, [redacted]
August Gerhardt, [redacted]
Terrance Randolph, [redacted]
Mike Scheuren, [redacted]
Emily Wells, [redacted]

3. This item requires a listing of the following information (abbreviated here) for those named in item 2:

(A) A description of the business experience of such persons, if any, in the operation or management of facilities similar to Barclay Friends: **None.**

(B) The names and addresses of firms in which board members hold a 10% or greater interest and which will or may provide goods, leases or services to the facility of a value of $500 or more, within any year, and specific information about the services: **None**.

(C) Descriptions of certain types of criminal, civil or administrative charges, convictions, injunctions, or suspensions of licenses: **None.**

The audited financial statement of Barclay Friends is included as part of this disclosure statement.

4. (i) Barclay Friends is governed by a board of directors, of which at least thirty percent must be members of the Religious Society of Friends (Quakers). It is affiliated with The Kendal Corporation.

(ii) Barclay Friends is affiliated with The Kendal Corporation through bylaw requirements. The Kendal Corporation must approve the election of board members of Barclay Friends and any amendments to the articles of incorporation and to specified sections of the bylaws of Barclay Friends, as well as the incurrence of debt of specified value; changes in corporate purpose; use of the name "Kendal"; the substance of resident contracts; and the purchase, sale, lease, or other disposition of any real estate or improvements thereon of a specific value;

and dissolution, merger with another entity, division, or acquiring control of another entity. The Barclay Friends bylaws also specify that Barclay Friends and The Kendal Corporation shall have certain board members in common, and that the President of The Kendal Corporation, or his/her designee, shall be invited to attend Barclay Friends Board meetings ex officio.

Barclay Friends is affiliated with The Kendal Corporation, a not-for-profit Pennsylvania corporation, through bylaws and the signing of "Agreement Between The Kendal Corporation and Barclay Friends: Mutual Expectations, System Services, and Financial Understandings." The Agreement calls for Barclay Friends to pay The Kendal Corporation a System Fee. The fee has three components: a Base System Fee, a Contingency Reserve, and a System Growth Fund Reserve.

The Base System Fee is calculated based on budgeted expenses less the System Fee itself, with a minimum fee payment for expenses less than $5 million, and percentages for expenses between $5 and $15 million (3%), $15-$25 million (2.8%), and over $25 million (2.5%).

The Contingency Reserve and System Growth Fund are each .25% of budgeted operating expenses (not including the System Fee itself). Each of the reserves has a specific target for the total Barclay Friends will pay. When the target is met, the System Fee will be decreased accordingly.

(iii) No group other than the board is responsible for the financial and contractual obligations of Barclay Friends.

iv) Barclay Friends is exempt from the payment of federal income tax under section 501(c)(3) of the Internal Revenue Code.

5. Facility descriptions (See item 1 on page 2 for the location of the facilities.)

Barclay Friends is located in a residential, suburban area of West Chester Borough on 10.3 acres. Barclay Friends is comprised of two components: Preston, which houses personal care and residential living, and Cotter which houses rehab and long-term nursing care.

Preston houses a total of 60 apartments: 40 residential living and/or personal care apartments (1st and 2nd floors), and 20 memory care apartments (1st floor). The lower level of the building offers a beauty/barber shop, a private dining room for special occasions, a fitness room, offices, and resident storage.

Goshen houses a total of 24 memory care apartments. This area was opened on May 1st, 2025

The Residential Living and Personal Care areas feature a dining room, country kitchen and pantry; living rooms; activities space; and laundry facilities. The memory care area features its own dining room, country kitchen and pantry; den; living room; activities area and laundry facilities. All areas allow access to gardens and outdoor space.

Cotter, the rehab and long-term care portion of the building, is in three sections for a total of 64 beds. It also includes dining rooms, a therapy gym, craft and recreation space, lounges, and office and meeting spaces. There are several outdoor garden areas with walking paths and seating surrounding the entire facility.

6. List of services for Preston included in the basic Continuing Care contract:

- Use of a living accommodation
- Use of community facilities, such as dining rooms, lobbies, social and recreational facilities (indoor and outdoor), craft facilities, laundry facilities, and other common facilities
- Open parking spaces
- Three meals a day in the Barclay Friends dining areas
- Housecleaning services
- Provision and laundering of Barclay Friends' standard twin-sized or double-sized linens and towels
- Repairs and maintenance of community property, including grounds
- Water, electricity, heat and air conditioning, cable TV, WIFI access, sewage disposal, and garbage and trash removal from collection points
- Real estate taxes assessed to Barclay Friends
- Call alert pendant

<u>Available at extra cost</u>

- Beauty and barbershop services
- In-room telephone service
- Guest meals
- Personal laundry services
- Physical therapy, occupational therapy, speech therapy
- Pharmacy
- Podiatrist services
- Physician services
- Dental services
- Audiology services
- Optometrist and optician services
- Medical equipment and supplies
- Personal care items
- Ambulance and wheelchair transportation

- Laboratory tests
- Personal Care and/or Memory Care services if necessary and on a space-available basis
- Nursing care in our skilled nursing facility on a space-available basis
- Recreation programs not held in facility and transportation to the same

7. Fees for basic services:

Entry Fees

	5 Room Choices	# Rooms	Rate
315	Darlington	0	$ 61,200
350	Everhart	1	$ 68,000
368	Marshall	0	$ 71,500
475	Rosedale	0	$ 92,300
530	Strasburg	0	$ 103,000
	Total Avail	1	

PC

	5 Room Choices	# Rooms	Rate	Weighted Avg
	Darlington	2	**$ 208.00**	$ 10.95
	Everhart	20	**$ 220.00**	$ 115.79
	Marshall	2	**$ 232.00**	$ 12.21
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Goshen	Matlack	4	**$ 395.00**	$ 35.91
	Total Avail	**44**		**$ 347.16**

The following additional support is available to personal care and memory care residents at the following additional daily fee:

Level of Care Charges			
	Foley/Ostomy/Incontinence	**$**	**47.00**
	Wound Care	**$**	**21.00**
	Simple Med Mgmt NO MC	**$**	**22.00**
	Complex Med Mgmt	**$**	**32.00**
	Pathways	**$**	**54.00**
	Pathways II	**$**	**64.00**
Community Fees			
	Rate:	$	4,500 4250

Daily fees and fees for services not included in the basic agreement may be adjusted from time to time as the cost of providing services changes due to factors such as increases in the cost of labor, food, energy, and medical care; greater need for nursing care; and/or lower earnings on investments resulting in decreased income. Under ordinary circumstances, these adjustments are announced in November and are effective for the month of January, the first month of the fiscal year.

8. Information on the Statutory Liquid Reserve can be found in note 16 to the 2023 audited financial statements – Attachment A.

9. Certified financial statements (audit from fiscal year 2025) are in Attachment A.

10. Right to rescind the Resident Agreement:

Attachment B

Right to Rescind Resident Agreement

Date rescission period begins _____, 20___. You may rescind and terminate your Continuing Care Agreement without penalty or forfeiture within seven (7) days of the above date. You are not required to move into the continuing care facility before the expiration of this seven (7) day period. No other agreement or statement you sign shall constitute a waiver of your right to rescind your Continuing Care Agreement within this seven (7) day period.

To rescind your Continuing Care Agreement, mail or deliver a signed and dated copy of this notice, or any other dated written notice, letter or telegram, stating your desire to rescind to the following address:

Barclay Friends
700 North Franklin Street
West Chester, PA 19380

Not later than midnight of _____ (last day for rescission).

Pursuant to this notice, I hereby cancel my Continuing Care Agreement.

Date:_____

PROSPECTIVE RESIDENT'S SIGNATURE

_____