



Loomis House Retirement Community

RESIDENCY & CARE AGREEMENT

for

Loomis House Retirement Community
Loomis Communities, Inc.
298 Jarvis Avenue
Holyoke, Massachusetts 01040
(413) 538-7551

www.LoomisCommunities.org

Loomis House Retirement Community
SUMMARY SHEET
RESIDENCY & CARE AGREEMENT

Resident's Name: _____

Resident's Name: _____

Occupancy Date: _____

Loomis Address: 298 Jarvis Avenue, _____
Holyoke, MA 01040

Residence Description:

- ☐ Studio
- ☐ One Bedroom
- ☐ One Bedroom Deluxe
- ☐ Two Bedroom
- ☐ Assisted Living

Entrance Fee Type: _____

Entrance Fee Amount: \$ _____

Loomis House Retirement Community
SECTION DIRECTORY
RESIDENCY & CARE AGREEMENT

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Loomis House Retirement Community
RESIDENCY & CARE AGREEMENT

This Agreement is made this _____ day of _____, _____ by and between Loomis Communities, Inc., d/b/a Loomis House Retirement Community, hereinafter referred to as "Loomis House", and _____, hereinafter referred to individually or jointly as "Resident".

This Agreement lasts for the lifetime of the Resident, unless terminated under the provisions of the Agreement.

If two persons sign this Agreement, the accommodations and services will be for both of them, and the sums stated under Financial Provisions cover both of them. Each will be individually responsible for payments due hereunder. Each must meet the admission requirements for residency at Loomis House.

Loomis Communities, Inc., a Continuing Care Retirement Community, is a not-for-profit 501(c)(3) Massachusetts corporation established exclusively for charitable purposes. It provides equal access and treatment without regard to race, color, sex, religion, sexual orientation, disability, familial status or national origin. Loomis House will make reasonable accommodations including unit adaptations to address Resident disability. Loomis Communities, Inc. is sponsored by Loomis House, Inc., a not-for-profit corporation chartered in 1902.

I. GENERAL PROVISIONS

A. Admission Requirements:

The following requirements for residency at Loomis House must be met satisfactorily:

1. Resident must be at least 62 years of age on Occupancy Date (as defined in Section I.B.).
2. Resident must provide a completed Application For Residence and a Physician's Statement, on forms provided by Loomis House, which establishes that Resident's health meets the Personal Performance Criteria in Exhibit 1 or Exhibit 2.
3. At least 30 days prior to the Occupancy Date, Resident must submit an updated Physician's Statement if original statement is more than six months old and must meet personally with the Loomis House Health Services Director review current health status. If at this time, Resident's health does not meet the appropriate Personal Performance Criteria, Loomis House will assist in making alternate arrangements at an

appropriate level of care. If Loomis House is not able to provide the needed level of care, this Agreement may be terminated.

4. Resident must complete and submit a confidential Financial Disclosure Statement, on a form provided by Loomis House, which demonstrates the ability to pay all fees contemplated herein for the duration of this Agreement. A third-party financial guaranty for independent and assisted living may be requested if Resident's ability to meet financial obligations is uncertain.

Resident must submit an updated Financial Disclosure Statement within 30 days prior to the Occupancy Date, if the original Financial Disclosure is more than six months old.

- B. **Occupancy Date:** Occupancy Date means the date on which Resident is entitled to all services described herein and on which Resident is responsible for all fees. Prior to the Occupancy Date, Resident must meet all admissions requirements, including updated health and financial information. Entrance Fee payment must be completed by this date.

II. **ACCOMMODATIONS AND SERVICES**

Subject to the terms and conditions of this Agreement, Resident will have a non-transferable right to reside in the apartment selected. As used herein, these capitalized terms shall mean:

Independent Living Apartments: Studio, one-bedroom, and two-bedroom, apartment units located on the Loomis House campus.

Assisted Living Apartments: Designated one- and two-room units located on the Loomis Campus.

Loomis Nursing Center: A skilled nursing facility owned by, affiliated or under contract with Loomis House to provide nursing services to Loomis House Residents.

Accommodations and services are as follows:

A. **Each apartment is equipped with:**

1. Independent apartments: carpeting and vinyl flooring, draperies, refrigerator/freezer, oven/range, cable TV and phone outlets, emergency/safety response systems.
2. Assisted Living Apartments: carpeting and vinyl flooring, cable TV and phone outlets, emergency/safety response system.

- B. **Utilities Provided by Loomis House:** electricity, heat, air conditioning, hot water, water and sewer use fees, basic cable TV service.

- C. **Utilities Not Provided by Loomis House:** phone, premium cable services, and Internet connection.
- D. **Changes to Apartments:**
1. Loomis reserves the right to build additional apartments and to alter, reconfigure and remove existing apartments, including the right to: 1) make changes to Resident's Apartment, and, 2) relocate Resident to another apartment both temporarily and permanently in furtherance thereof. Loomis shall use reasonable efforts to minimize disruption to Resident in the exercise of its rights.
 2. Resident must receive written approval to make any desired changes to the structure, decorations, equipment, or furnishings owned or supplied by Loomis House. Changes must be made by installers or workers approved by Loomis House, and the cost of any changes is Resident's responsibility. No refunds for alterations will be made. Resident will be responsible for the cost of restoring the apartment to its original condition upon termination of the Agreement, unless otherwise agreed to in writing.
- E. **Repair and Replacement:** Loomis House is responsible for replacement and repair of Loomis House furnishings and equipment, as deemed necessary by the Loomis Administration except in the case of damage caused by Resident negligence. Residents who wish to repaint, recarpet or replace flooring in their living unit during occupancy, may do so at their own cost, upon approval by the Administrator.
- F. **Laundry Rooms:** Laundry rooms are provided for the Residents' use. They contain washers, dryers, ironing boards, and storage cabinets for supplies.
- G. **Common Areas:** Loomis House reserves the right to change any/all common areas including the right to reconfigure, renovate, add to or reduce the size and purpose of all common areas. Resident may not alter any common areas or furnishings, as they are the sole responsibility of Loomis House. Subject to the Rules and Regulations of Loomis House, common areas in the independent and assisted living apartments will be provided as described in published literature, as updated from time to time.
- H. **Access to Nursing Care:** All Loomis House Retirement Community Residents share priority access with Loomis Village, and Applewood residents to skilled nursing care at the Loomis Nursing Center.
- I. **Health Services:** Loomis House has a qualified Health Services Director who directs the health and wellness services of Loomis House and oversees the provision of in-unit services and Assisted Living.

J. General Services Provided to Residents:

Independent Living:

1. 24-hour emergency response.
2. Maintenance and repair of all buildings, equipment, and appliances owned by Loomis House.
3. Groundskeeping, including lawn and garden care, leaf and snow removal. Residents may plant flowers or vegetables in a plot set aside for that purpose.
4. Periodic exterior window washing.
5. Carpet cleaning as deemed necessary by Administration.
6. Rubbish removal.
7. Scheduled activity program.
8. Weekly housekeeping. Includes vacuuming, dusting, bathroom and kitchen cleaning, changing and laundering standard size twin, double, or queen bed linen provided by Loomis House. Loomis House will not launder Residents' own bed linen. Loomis House is not responsible for cleaning/dusting valuable personal items of Residents.
9. On-site staff 24 hours/day.
10. Van transportation to scheduled medical appointments and scheduled activities.
11. Assigned parking for one car.
12. The equivalent of one meal daily, within the monthly billing cycle. Up to six tray meals per month.
13. Weekly health clinics and maintenance of health records.
14. Other services as described in Resident Handbook, distributed to each Resident.

Assisted Living:

1. 24-hour emergency response.

2. Maintenance and repair of all buildings, equipment, and appliances owned by Loomis House.
3. Groundskeeping, including lawn and garden care, leaf and snow removal. Residents may plant flowers or vegetables in a plot set aside for that purpose.
4. Periodic exterior window washing.
5. Carpet cleaning as deemed necessary by Administration.
6. Rubbish removal.
7. Scheduled activity program.
8. Weekly housekeeping. Includes vacuuming, dusting, bathroom and kitchen cleaning, changing and laundering standard size twin, double, or queen bed linen provided by Loomis House. Loomis House will not launder Residents' own linen. Loomis House is not responsible for cleaning/dusting valuable personal items of Residents.
9. On-site staff 24 hours/day.
10. Van transportation to scheduled medical appointments and scheduled activities.
11. Assigned parking for one car.
12. Three meals daily. Up to six tray meals per month.
13. Personal care assistance up to one hour per day, including: bathing, dressing, grooming and other activities of daily living; and self-administered medication management.
14. One load of personal laundry per Resident per week.
15. Other services as described in Resident Handbook, distributed to each Resident.

K. Other:

1. Real Estate Tax payment.
2. General property and liability insurance for Loomis-owned buildings and appliances.

L. Additional Services for Additional Fees:

1. Assisted Living: personal laundry services beyond one load per week, companion services, direct personal care assistance in excess of one hour per day.
2. Independent Living: Additional meal services beyond the equivalent of one meal per day, additional linen, personal laundry service (except in Fowler and Merritt as noted above), personal care and assistance, tray service beyond six trays per month.
3. Independent and Assisted Living: Other additional services listed in Fees for Additional Services, Exhibit 10.

Services other than those described above are not provided by Loomis House. Loomis House reserves the right to modify the scope, means and delivery of services as it may deem appropriate.

III. FINANCIAL PROVISIONS

A. Entrance Fees:

1. Entrance Fee Options:
 - a. Independent Living: declining refundable entrance fee.
 - b. Assisted Living: 90% refundable entrance fee.
2. The Resident will pay to Loomis House an entrance fee in the amount shown on the Summary Page of this Agreement (Entrance Fee) in accordance with the following schedule:
 - a. On executing the Residency Agreement, a Reservation Deposit of ten percent (10%) of the Entrance Fee, which will be subject to refund in accordance with the terms of this Agreement.
 - b. The Resident will pay Loomis House the Entrance Fee balance on or before the Occupancy Date.

2. Refundability of Entrance Fees:

Upon termination of this Agreement, per Section VI, Resident, Resident's Designatee as defined in VI.B.9., or Resident's estate shall be entitled to a refund of a portion of the Entrance Fee when the same becomes due, as follows:

- a. Declining Refundable: Residents shall receive a refund equal to the full Entrance Fee less 1% of the Entrance Fee for each calendar

month, or portion thereof, of occupancy at Loomis House. No refund shall be due if Resident's occupancy exceeds 100 months.

- b. 90% Refundable: Residents with a 90% refundable fee option shall receive a refund as follows:
 - (1) If occupancy terminates during the first ten months, Resident shall receive a refund equal to the Entrance Fee paid less 1% for each calendar month, or portion thereof, of occupancy.
 - (2) If occupancy terminates after ten or more months, Resident shall receive a refund equal to 90% of the Entrance Fee. Initial payment, upon vacating the unit, shall equal the Entrance Fee less 1% for each calendar month, or portion thereof, of occupancy. The balance due shall be paid when Loomis House enters into a Residency & Care Agreement with a new Resident occupying the same unit.
- c. When two persons occupy a unit, and one ceases occupancy, there will be no entrance fee refund.
- d. Prior to refunding any amounts, Loomis House will deduct any payments owed by Resident under the term of this Agreement.

B. Monthly Service Fees:

The initial monthly service fees will be in accordance with the rates in effect on the Occupancy Date.

- 1. The monthly service fee is billed on the first of each month and due in full by the 10th of that month. If payment is late, a late charge of one percent per month will also be assessed. The monthly fee includes the services for the current month, any applicable credits, prior month additional charges, and any other amounts due Loomis House. These fees appear on a detailed monthly statement.
- 2. Adjustments to the base monthly fees may be made no more than once per calendar year, except that they may be more frequent for a change of greater than 10% in any of the following:
 - a. water and sewer fees
 - b. rubbish removal
 - c. cable TV fees
 - d. taxes, including real estate, income, and excise
 - e. property and liability insurance
- 3. A Resident who moves temporarily to Assisted Living, the Loomis Nursing Center, or other medical or nursing facility will continue to pay the monthly fee on the unit, less meal credits, as well as the daily or monthly fees of the temporary assisted living apartment, Loomis Nursing Center, or other facility.

4. A Resident of an Assisted Living Apartment who moves temporarily to the Loomis Nursing Center will continue to pay the monthly assisted living unit fee, less meal credits, as well as all Loomis Nursing Center charges.
 5. If a Resident transfers to a different apartment, leaves Loomis House, moves to the Loomis Nursing Center, or dies, the monthly fee on the vacated apartment shall continue to be paid by Resident until the Agreement is terminated in accordance with the provisions of Section VI., Cancellations and Terminations, Section B. In addition, monthly payment for a new apartment or the Loomis Nursing Center shall commence on occupancy.
 6. If one of two Residents sharing an apartment dies, moves permanently to another level of care, or leaves Loomis House, the monthly service fee shall change from a two-person to a one-person fee.
 7. Each Resident must maintain insurance coverage for personal possessions and liability. Loomis House is not responsible for loss or damage to any personal possessions.
- C. **Financial Hardship:** Loomis House admits only those persons who are expected to be able to pay all required fees. Without in any way limiting its right to terminate this Agreement, Loomis House will review the financial situation of Residents who are unable to meet financial obligations when the inability to do so is due to factors beyond their control. Loomis House may subsidize monthly fees for Residents who have had unanticipated changes in their finances, so long as such subsidy does not impair its ability to operate on a sound financial basis. Qualification for financial assistance must meet the requirements established by Loomis House, and Residents who receive such assistance must agree to the conditions determined by Loomis House. These conditions may include a move to a smaller unit. Any assistance granted is to be considered a valid claim against Resident or Resident's estate, whether or not (s)he is at Loomis House at the time of death.
- D. **Non-Payment:** Notwithstanding paragraph C above, non-payment of fees is an event of default for which Loomis House may terminate the Agreement. Resident agrees to pay all legal costs incurred by Loomis House to recover monies owed under this Agreement.
- E. **Transfer of Assets:** Resident agrees not to transfer or dispose of assets or income sources for less than full value at any time during residency if doing so would impair the ability to pay current or future fees.
- F. **Addition of Second Person:** It is acceptable for a Resident to add a second person to a unit through marriage or otherwise, provided that the second person meets all admission requirements, executes a Residency & Care Agreement, and pays all second person fees.

IV. HEALTH CARE PROVISIONS

- A. **Health Insurance:** Medicare and Other Required Insurance - The Resident will be required to enroll in the Medicare program, Parts A and B, any future program that may be offered by Medicare, and one supplemental health insurance program covering hospital and other related costs reasonably acceptable to Loomis House to assure the Resident's ability to cover costs of medical treatment, medicine, drugs, therapy and the like. A Resident not enrolled in Medicare must carry equivalent health insurance reasonably acceptable to Loomis House. The Resident agrees to provide evidence of such insurance upon admission and upon any change thereafter.
- B. **Insurance Claims:** The Resident hereby authorizes Loomis House or a nursing home to make all claims for insurance benefits for Covered Services and agrees to execute all documents necessary to enable Loomis House or a nursing home to enforce such claims. Any benefits received by the Resident from Medicare or the supplemental health insurance required herein, with respect to Covered Services, will be paid by the Resident to Loomis House or a nursing home as payment for the costs incurred by Loomis House providing Covered Services to the Resident.
- C. **Access to Care:** Residents share priority access to the levels of care they need as provided under this Agreement; Residents have priority access to assisted living; and Residents share priority access with Loomis Village and Applewood Residents to the Loomis Nursing Center.
- D. **Health Services:** Loomis House has a qualified Health Services Director who directs the health and wellness services of Loomis House and oversees the provision of in-unit services and Assisted Living.
- E. **Best Setting for Care and Additional Services:**
 - 1. Loomis House reserves the right to determine the best setting for care and need for additional services on a temporary or permanent basis if Resident does not meet the Personal Performance Criteria, Exhibits 1, 2 and 3, in accordance with the Process for Placement in Assisted Living, Loomis Nursing Center or Other Facility and/or the Need for Additional Services, Exhibit 4. Resident agrees to cooperate in performing any evaluation Loomis House shall reasonably request, at Resident's expense, including granting Loomis House permission to discuss health care issues with Resident's medical providers. Such evaluation may be requested at any time Loomis House reasonably suspects by observation or otherwise that Resident's physical, emotional or mental condition has changed such that Resident may require a change in services or setting for care.

2. If Resident's physical or mental condition precludes living independently, or poses a danger to Resident or others, in the opinion of Loomis House, Loomis House may transfer Resident to another level of care which best meets his or her needs.
 3. If Loomis House determines that personal space, personal health, personal care or nutritional needs are not being met by Resident, in accordance with the Personal Performance Criteria, Resident agrees to accept and pay for such additional services as Loomis House determines are needed.
- F. **Nursing Center Care:** All Residents shall be entitled to seven days of care each calendar year at no charge in a semi-private room, based on medical necessity, non-cumulative from year to year. In the event that no bed is available at Loomis Nursing Center at the time of need, Loomis House will assist in the placement of a Resident to another nursing facility until a bed is available at Loomis Nursing Center and will pay the then current rate at the other nursing facility (up to the then current Loomis Nursing Center rate) for up to 7 days. Payment for the days at no charge will begin after benefits from Medicare and other 3rd party insurances cease. This benefit shall cease upon a Resident terminating this Agreement.
- G. **Emergency Response:** Each apartment is equipped with an emergency response system which is monitored 24 hours/day.
- H. **Transfer to Hospital:** Loomis House will assist Residents in need of transfer to an acute care hospital. All costs for such care, beyond Medicare and insurance coverage, including transportation in either direction, will be the responsibility of Resident.
- I. **Transfer within Loomis House or to the Loomis Nursing Center:** Residents may transfer temporarily or permanently among Independent Living Apartments, Assisted Living Apartments, and the Loomis Nursing Center, based on need and availability. Such changes must be authorized by Loomis House.
- J. **Provisions of Home Care:** Residents receiving home care as approved by Loomis House in accordance with Exhibits 1 and 2 may have that care provided either by an approved provider or by a licensed health care professional who meets applicable regulatory requirements. All outside providers of home care must meet the standards and requirements established by Loomis House.
- K. **Release of Medical Information:** Resident consents to the release of medical information to Loomis House by any physician, hospital, or other health care provider. Resident also agrees to the release of medical information by Loomis House to the providers listed above and Loomis

Nursing Center. Loomis House complies with all applicable requirements regarding maintaining protected health information.

- L. **Additional Health Care Services:** Any health care services not specifically identified in this Agreement as being the responsibility of Loomis House are Resident's responsibility. This includes, but is not limited to, medical and health practitioners, hospitalization, skilled nursing care, tests and x-rays, medications, home care, personal care assistance for other than assisted living Residents, and therapies.

V. OTHER PROVISIONS

- A. **Guests:** Guests are welcome subject to the terms and conditions established by Loomis House. Overnight guests may stay in a Resident's unit for periods not to exceed two weeks. Guests are expected to follow all rules, policies, and procedures. Loomis House has the authority to limit or terminate the stay of any guest for any reason at any time.
- B. **Privacy:** Loomis House respects the privacy of Residents, but reserves the right to enter a unit whenever deemed necessary to carry out the purposes and intent of this Agreement, including maintenance, routine housekeeping, and Resident evaluations, meetings, and/or medical emergencies.
- C. **Pets:** Pets are permitted at Loomis House in accordance with the established pet policy of the community. Loomis House may require the removal of a pet if the policy is violated.
- D. **Locks and Keys:** The Resident will receive keys for their apartment and for the mailbox. Resident may not change locks or add locks without written permission. Any added locks become Loomis House property.
- E. **Smoking:** There is no smoking allowed in any of the common areas or units within Loomis House.
- F. **Business Operations:** No Resident may operate a business from an apartment without written permission of Loomis House and in accordance with land use laws.
- G. **Power of Attorney and Health Care Directive:** Resident is requested to show evidence of any Power of Attorney or health care advance directive if such need should arise.
- H. **Subordination of Rights:** All rights, privileges, and benefits granted to Resident shall be subordinate to the debt financing of Loomis House, and to any real estate mortgage and assignment of this Agreement to secure debt financing or other indebtedness for Loomis House, Inc. and Loomis Communities, Inc. Upon request, Resident agrees to execute and deliver a

subordination agreement to establish the priority of such obligations as a lien against the property. This Agreement is subject to the terms and conditions of the Loan and Trust Agreement by and among Massachusetts Development Finance Agency, Loomis House, Inc. and Loomis Communities, Inc., and State Street Bank, as Trustee and the mortgages and collateral assignment of contracts relating thereto.

- I. **Resident's Relationship to Loomis House:** This Agreement is primarily for the provision of housing and services on a contractual basis, and it does not represent a landlord-tenant relationship. Resident does not have any ownership interest in Loomis House, its property, or the apartment occupied by Resident.
- J. **Nontransferability:** The rights and privileges of Resident under this Agreement are personal to Resident and are not transferrable.
- K. **Trustee, Individual, and Related Entity Liability:** Loomis Communities, Inc. shall solely be liable for its performance under this Agreement. Neither Loomis House, Inc. nor any director, officer or employee of Loomis House, Inc. or Loomis Communities, Inc. shall be liable to Resident under this Agreement.
- L. **Observance of Policies, Rules, and Regulations:** Resident agrees to abide by all Policies, Rules, and Regulations established by Loomis House and amended from time to time, for the safety, comfort, and convenience of all Residents.
- M. **Grievances and Appeals:** If Resident wishes to present a grievance or to appeal any decision of Loomis House rendered according to this Agreement, other than matters covered in Exhibit 4, he or she shall do so in accordance with the Grievance Process as set forth in Exhibit 5.
- N. **Right of Management:** Loomis House reserves the absolute right of management. Loomis House reserves the right to accept or reject any person for residency. Residents do not have the right to manage or to determine admissions, terms of admission, or transfer of any other Resident.
- O. **Right of Subrogation:** In case of injury to Resident by a third party, Loomis House shall have the right of subrogation, for all of its costs and expenses incurred, and shall have the right, in the name of Resident, to take all necessary steps to enforce payment of same by the person responsible for the injury. Resident agrees to cooperate and assist in recovering said costs.
- P. **Reserve Funds:** Loomis House does not currently maintain reserve funding or security for its performance hereunder. Loomis House shall have the right to establish such accounts in the future.

- Q. **Covenant of Compliance with Laws and Regulations:** Loomis House covenants that it complies with applicable Federal and State laws and regulations regarding consumer protection and protection from abuse, neglect, and financial exploitation of the elderly.

VI. **CANCELLATIONS AND TERMINATIONS**

A. **Prior to Occupancy:**

1. If Resident terminates the Agreement any time prior to the Occupancy Date, Resident will receive a refund within a reasonable length of time equal to the total amount paid to Loomis House, less an administrative fee equal to 1% of the Entrance Fee, and less any costs incurred at the request of Resident.
2. Loomis House may terminate the Agreement if it is found that Resident has substantially misrepresented medical, financial, or other information given to Loomis House during the application process. In this event, Resident will receive a refund equal to the total amount paid to Loomis House, less an administrative fee equal to 1% of the Entrance Fee, and less any costs incurred at the request of Resident.
3. If Resident does not meet the financial or medical criteria prior to occupancy, there will be a refund of the total amount paid to Loomis House, less any costs incurred at Resident's request.
4. If Resident dies before the Occupancy Date, the estate of Resident will be refunded the total amount paid to Loomis House, less any costs incurred at Resident's request.

B. **After Occupancy:**

1. The Agreement will be terminated after:
 - a. Resident dies and all belongings are removed from the living unit; or
 - b. Resident moves permanently to the Loomis Nursing Center and all belongings are removed from the living unit; or
 - c. Resident moves permanently to another location outside of Loomis House, after giving 30 days' written notice and removing all belongings from the living unit.

The remaining Resident in the case of dual occupancy may request termination if one of the above situations occurs. However, the death or move of one Resident shall not necessarily affect the continuation of the Agreement for the other.

2. The Entrance Fee shall continue to amortize and the monthly service fees shall be payable until the later of the end of the thirty day period provided above in B.1 or B.2 or the removal of all personal property from the living unit. If the personal property is not removed within 30 days, Loomis House may store such property at the expense of the Resident or Resident's estate. If the property is stored longer than 90 days, Loomis House will sell the property upon 30 days' notice, and return the proceeds to Resident or the estate, less any costs for storage, sale or other amounts due Loomis House.
3. The vacated unit must be left in a condition satisfactory to Loomis House. Loomis House may charge the Resident or Resident's estate for any repair or cleaning, other than normal wear, needed to restore the unit to its former condition.
4. The Agreement may be terminated by Loomis House if Resident:
 - a. fails to make payment of fees promptly;
 - b. breaches this Agreement;
 - c. fails to follow Loomis House's policies and procedures;
 - d. engages in activities or conduct disruptive to the Loomis House community;
 - e. has care needs which cannot be met by Loomis House staff and/or are not provided under this Agreement and the Resident refuses to accept and pay for appropriate supplemental care ; or
 - f. engages in conduct which is deemed by Loomis House to be a hazard to the safety of self, other Residents, or Loomis staff; or
 - g. engages in material misrepresentation of health or financial information which, if accurately provided, would have resulted in a failure of the Resident to qualify for residency, or a material increase in the cost of providing to the Resident the services under the Agreement.

Loomis House will give 30 days' written notice of its intention to terminate, except that it reserves the right to terminate in a shorter period of time in the case of serious threat to the health or safety of Resident or other Residents or employees of Loomis House.

5. Conditions for Entrance Fee Changes after Occupancy
 - a. If at the time of initial occupancy, the Resident signs an intent to move to a more expensive living unit when one becomes available, Resident will receive a 100% refund of the original Entrance Fee at the time of occupancy of the more expensive living unit. He/she will then pay the then current Entrance Fee in the more expensive unit, which will begin a new amortization period.

- b. If Resident chooses to move to a more expensive living unit (not requested at the time of initial occupancy), Resident will pay the difference between the refundable balance of the Entrance Fee paid on admission to the less expensive living unit and the then current Entrance Fee on the more expensive unit. The original Entrance Fee will continue to be amortized according to the original schedule at the time of admission, and the additional Entrance Fee will begin a new amortization period.
 - c. If Resident moves to a less expensive living unit or to an Assisted Living Apartment, and the then current Entrance Fee for the new living unit is less than the refundable balance of the original Entrance Fee, Resident will receive a refund equal to the difference between the new Entrance Fee and the refundable balance of the original Entrance Fee, if any. A new amortization period will begin, if applicable, and Resident will pay the monthly service fee associated with the new unit.
 - d. If Resident moves to a less expensive living unit or to an Assisted Living Apartment, and the then current Entrance Fee for the new living unit is greater than the refundable balance of the original Entrance Fee, no additional Entrance Fee will be charged. The amortization of the original Entrance Fee will continue.
- 6. The obligations created in this Agreement shall be binding on the estate of Resident after termination.
 - 7. After the Agreement is terminated, Loomis House is released from any further obligations to Resident except for the payment of any refund due.
 - 8. The refundable portion of any Entrance Fee shall be paid to the Resident, if living, when due. In the event of the death of a Resident, the refund shall be paid to his/her estate except, with the prior approval of Loomis House a Resident may, in writing signed, dated and delivered by Resident to Loomis House designate an individual, trust or other entity to receive the refund ("Resident's Designatee"), subject to the claims for unpaid amounts then due Loomis House. Resident and his/her estate indemnifies Loomis House for payment made in accordance with such designation.

VII. THE RESIDENTS' ASSOCIATION

- A. There is a Loomis Apartment Residents' Association (LARA) to which each Resident belongs. The Residents' Association elects officers and appoints committees as desired to develop and support its interests, which may consult with management.
- B. Loomis House will advise the LARA with respect to such matters affecting the Residents as increases in the Monthly Service Fee, additional fees, guest and

extra meals, transportation, recreational programs, and adoption or changes of general policies applying to all Residents.

- C. The Administrator will provide information necessary for the LARA to carry out its responsibilities and will be available to consult with the Association.
- D. Loomis House reserves the right to take any action permitted under this Agreement that Loomis House deems appropriate to assist it in carrying out the goals of Loomis House.

Executed by Loomis Communities, Inc., by a duly authorized corporate representative, and by Resident(s) on the _____ day of _____, _____.

A photocopy or electronic copy of this Agreement shall be deemed an original for all purposes.

Resident warrants that all statements and documents submitted to Loomis House are true and complete. Any misrepresentation or willful omission may render this Agreement null and void.

The following documents are a part of this Agreement:

1. Application for Residence
2. Financial Disclosure Statement and updates
3. Personal Health History and Physician's Statement
4. Exhibits to this Agreement as attached, and as listed in the Section Directory
5. Certified Financial Statements
6. Amendments to this Agreement, as they occur.

For Resident(s):

By: _____

Name: _____

By: _____

Name: _____

For Loomis Communities, Inc.:

By: _____

Name: _____

Title: _____

EXHIBIT 1

Loomis House
PERSONAL PERFORMANCE CRITERIA FOR INDEPENDENT LIVING
January 1, 2012 (rev.)

Personal performance criteria are used to evaluate the Resident's level of personal independence and his/her level of physical and mental ability to safely provide self-care in a manner that does not present a hazard to self or others. These criteria are considered when making Resident placement decisions at the time of admission and throughout the period of residency. The existence of a disability or a sensory deficit is not a criterion in and of itself; the ability to perform certain activities is the determinant of the Resident's qualification for independent living and the need for additional services.

The following criteria are factors used to determine if a Resident is suited for independent living:

1. Able to bathe, groom, and dress self.
2. Able to ambulate or self-transport.
3. Able to feed self.
4. Requires no ongoing special diet which cannot be self-managed.
5. Able to administer own medications, with minimal assistance.
6. Requires no ongoing scheduled professional nursing care.
7. Continent of bowel and bladder or self-managed incontinence.
8. Mentally alert.
9. Oriented to person, place, and time.
10. Able to make personal care decisions.
11. Able to attend dinner in the Dining Room regularly.
12. Able to maintain an orderly personal living space and clean personal clothing.
13. Able to leave campus for personal needs or personal reasons.
14. Able to provide own breakfast and lunch.

The following notes concern the application of the personal performance criteria for independent living:

- A. Loomis House endeavors to maintain Residents at the most independent level of housing or care at which their needs can be met. Many times these needs may require support services (refer to B. below).
- B. The Criteria may be met by having assistance provided by Loomis House on a scheduled basis by a qualified nursing assistant or home health aide. This assistance is available when the Resident needs only one aide to provide care. Assistance must be approved by the Health Services Director. The Resident will be charged according to the current rate for home health care as listed in Fees for Additional Services provided by Loomis House. In the alternative and subject to the policies and procedures of Loomis House, Resident may contract for and receive assistance from outside sources.
- C. Residents may use assistive devices such as canes, crutches, walkers, wheelchairs (manual or electric) and small motorized carts to maintain their ability to self-transport.
- D. The permanent inability to meet any of the Criteria may mean that it may no longer appropriate for the Resident to remain in an independent living unit. In-residence assistance, additional services, a move to an Assisted Living Apartment, the Loomis

Nursing Center or other facility will be determined as appropriate to meet the Resident's needs.

- E. Loomis House distinguishes short-term performance deficits from long-term performance deficits. Short-term deficits may be met through temporary home care or temporary Loomis Nursing Center placement. Long-term deficits will usually be met through transfer to assisted living, Loomis Nursing Center or other facility.
- F. Whenever a Resident is hospitalized or requires skilled nursing care, including Loomis Nursing Center, outside of Loomis House, Loomis House reserves the right to reassess his/her ability to meet the criteria prior to, or after returning to Loomis House, by the Health Services Director or designee. The Resident is responsible for notifying Loomis House of hospitalization and return.

EXHIBIT 2

Loomis House
PERSONAL PERFORMANCE CRITERIA FOR ASSISTED LIVING
January 1, 2012 (rev.)

Personal performance criteria are guidelines used to evaluate the individual Resident's level of personal independence and his/her level of physical and mental ability to provide self-care. These criteria are considered when making Resident placement decisions at the time of admission and throughout the period of residency. The existence of a disability or a sensory deficit is not a criterion in and of itself; the ability to perform certain activities is the determinant of the Resident's qualification for assisted living and the need for additional services.

The following criteria are factors used to determine if a Resident is suited for assisted living:

1. Able to bathe, groom, and dress self with assistance of one aide.
2. Able to ambulate or self-transport within apartment; may require assistance in transport outside apartment.
3. Able to transfer from one location to another with the assistance of one aide.
4. Able to feed self.
5. Able to administer own medications or receive reminders to self-administer medications. Residents may not remain in Assisted Living if permanently on medication whose side effects pose a threat of complications or a need for ongoing skilled monitoring.
6. If a Resident requires ongoing scheduled professional nursing care it must be provided by a licensed home care agency or a private provider of their choice.
7. Continent of bowel and bladder or self-managed incontinence.
8. Mentally alert to a degree that does not compromise the health or safety of self or others.
9. Oriented to person, place, and time to a degree that does not compromise the health or safety of self or others.
10. Able to attend breakfast, lunch, and dinner in the Dining Room regularly.
11. Able to maintain an orderly personal living space and clean personal clothing with assistance.
12. Able to leave campus for personal needs or personal reasons with assistance.
13. Able to have personal care needs met, as described above, with no more than one hour of direct care per day.

Services not provided include but are not limited to:

1. Two person lift and transfer assistance
2. Assistance with feeding
3. Management of wandering behavior.
4. Skilled Nursing services such as sterile dressing, changes, injections, ear lavage
5. More than one hour of individual personal care per day.

The following notes concern the application of the personal performance criteria for assisted living:

- A. Loomis House endeavors to maintain Residents at the most independent level of housing or care at which their needs can be met. Many times these needs may require support services (refer to B. below).
- B. Loomis House provides Assisted Living Apartment Residents with resident assistants 24 hours daily. This assistance is available where the Resident needs only one aide to provide

care for up to one hour per day. Residents who desire or require more assistance than that regularly provided may have additional assistance provided on a scheduled basis by a qualified Nursing Assistant or home health aide. This assistance must be approved and coordinated by the Health Services Director. The Resident will be charged according to the current rate for home care as listed in Fees for Additional Services. In the alternative and subject to the policies and procedures of Loomis House, Resident may contract for and receive assistance from outside sources.

- C. Residents may use assistive devices such as canes, crutches, walkers, wheelchairs (manual or electric) and small motorized carts to maintain their ability to self-transport.
- D. The permanent inability to meet any of the Criteria with the assistance regularly provided by the resident assistants or by outside contracted care-providers, or, to meet other requirements established by applicable laws or regulations relating to care provided in assisted living facilities, means that it is no longer appropriate for the Resident to remain in Assisted Living. A move to Loomis Nursing Center or other facility will be determined as appropriate to meet the Resident's needs.
- E. Loomis House distinguishes short-term performance deficits from long-term performance deficits. Short-term deficits may be met through temporary home care or temporary Loomis Nursing Center placement. Long-term deficits will usually be met through transfer to Loomis Nursing Center.
- F. Whenever a Resident is hospitalized or requires skilled nursing care outside of Loomis House, including Loomis Nursing Center, Loomis House reserves the right to reassess his/her ability to meet the criteria prior to returning or after returning to Loomis House. The Resident is responsible for notifying Loomis House of hospitalization and return.

EXHIBIT 3

Loomis House
CRITERIA FOR NURSING FACILITY PLACEMENT
March 1, 2007 (rev.)

The Resident Care Committee as set forth in Exhibit 4 shall recommend placement of a Loomis House Resident in Loomis Nursing Center or another skilled nursing facility when the following criteria are met:

1. A Resident requires the assistance of more than one person to transfer; or
2. A Resident presents an imminent hazard to other Residents or staff; or
3. A Resident's behavior constitutes a safety hazard to his or her own person; or
4. A Resident's behavior constitutes a safety hazard to other Residents or staff; or
5. A Resident is unable to manage incontinence; or
6. A Resident averages more than one fall per week; or
7. A Resident is unable to manage medications with appropriate assistance; or
8. A Resident's mental alertness compromises the health or safety of self or others; or
9. A Resident is unable to maintain an orderly and clean personal living space with appropriate assistance; or
10. A Resident is unable to attend to personal needs with appropriate assistance; or
11. A physician certifies that skilled nursing care is medically necessary.

In reviewing such a recommendation, the Health Services Director shall consider that:

- A. Loomis House endeavors to maintain Residents at the most independent level at which their needs can be met. This may sometimes require support services and other additional services.
- B. Residents may use such assistive devices as are necessary to maintain their independence.
- C. Loomis House distinguishes short-term and long-term performance deficits. Only the latter will result for a recommendation for permanent placement in a skilled nursing facility, although the former might result in temporary skilled nursing facility placement in some instances.

EXHIBIT

Loomis House

PROCESS FOR PLACEMENT IN ASSISTED LIVING, THE LOOMIS NURSING CENTER OR OTHER FACILITY AND/OR THE NEED FOR ADDITIONAL SERVICES

March 1, 2007 (rev.)

1. The Administrator, Director of Resident Services (DRS) and the Health Services Director (HSD), as the Resident Care Committee, shall initially determine the need for a Resident to be transferred based on Loomis House's "Personal Performance Criteria for Independent and Assisted Living," "Criteria for Nursing Facility Placement," and Resident assessment.
2. In making this determination, the Resident Care Committee will obtain the input of (a) the Resident's personal physician, and (b) such other resources as it may deem appropriate.
3. The DRS or HSD will determine the availability of an apartment in assisted living, or a bed in the Loomis Nursing Center or other skilled nursing facility; or in such other facility as may be appropriate based on the Resident's needs and expressed desires.
4. The Resident Care Committee will conduct a care conference with the Resident to discuss the need for transfer and the financial implications thereof. If the Resident so desires, a family member or another representative chosen by the Resident, may be present for this discussion. If the Resident is deemed to be unable to comprehend the decision being made, Loomis House will include Resident's health care proxy, if one has been designated.
5. The HSD will schedule and implement the transfer as soon as is reasonably possible and will complete all relevant documentation.
6. If after the care conference the Resident or his/her representative does not agree to the transfer, or other compromise is not achieved between Loomis House and the Resident that will ensure the safety of the Resident and others in Loomis House, the Resident may request, at Resident's expense, an independent assessment by a qualified agency acceptable to the Resident Care Committee which shall perform an Assessment of the Resident's condition, need for additional services and best setting for care. All parties shall cooperate with the assessment process. Upon its completion, a copy of the Assessment report shall be given to both parties. Resident agrees to abide by the recommendations contained in the Assessment report and to accept such change in setting and additional services as recommended therein. Loomis House reserves the right to request reassessments as it may deem advisable to assure Resident's needs and Resident's and others' safety are met.
7. If the Resident does not agree to accept the recommendations of the Assessment, whether the decision is to transfer the Resident or to accept and be responsible for additional services at Resident's expense, then the Resident will be deemed to have voluntarily terminated this Agreement.
8. At all times during the assessment process the Resident must receive the standard of care initially recommended by the Resident Care Committee within Loomis' continuum of care. Such services will be at the Resident's expense and can be provided by Loomis or an outside caregiver approved by and subject to the policies and procedures of Loomis. Resident may be required to sign a Negotiated Risk Agreement relieving Loomis of liability for Resident's care rejected by Resident during the assessment process.

EXHIBIT

Loomis House
GRIEVANCE PROCESS
March 1, 2007 (rev.)

A Resident who wishes to address an issue or concern is encouraged to do so informally by making the issue known to the Health Services Director, Director of Resident Services, or Administrator. Loomis House wishes to assure that its Residents are satisfied with their lives in the community and will attempt to resolve the issue or concern in a mutually satisfactory manner. The mere filing of a grievance by Resident shall not be the basis for adverse action by Loomis House.

Should Resident wish to express a grievance, or to dispute an action taken directly related to him/her by Loomis House, Resident shall follow the formal procedure described below:

1. Contact the facility Administrator.
2. Complete a written statement which describes as fully as possible the nature of the issue and the outcome desired.
3. Administrator will work with Resident and other staff, Residents, family and professionals who are involved, as appropriate, to address the grievance consistent with Loomis House's mission and its responsibilities under this Agreement (the "Review Standard"). A written response to the grievance shall be delivered to Resident as soon as practicable (normally within 10 days).
4. If Resident is not satisfied with the response offered by the Administrator, Resident may submit the written grievance to the Chief Executive Officer.
5. The Chief Executive Officer will appoint a committee composed of: two staff members of Loomis House, one of whom is the Administrator; one member of the Board of Directors; and another Resident, chosen by Resident submitting the grievance. If Resident is not deemed competent to choose a representative, the Administrator will appoint a designated person.
6. The Committee will consider all relevant information regarding Resident's grievance and, applying the Review Standard, will reach a determination by majority ruling. The Chief Executive Officer will vote only in the case of a tie.
7. The decision of the Committee is final and binding upon Loomis House and the Resident.
8. Failure by the Resident to accept the decision of the Committee shall constitute a voluntary termination of the Residency and Care Agreement.
9. Matters relating to Resident transfers to Assisted Living, Loomis Nursing Center or another facility and/or the need for additional services shall be addressed in accordance with Exhibit 4 and not by this Process.

EXHIBIT

Loomis House
DISCLOSURE STATEMENT
January 1, 2012 (rev.)

A. Residency & Care Agreement

This disclosure statement is prepared by Loomis House to accompany and complement the Residency & Care Agreement between the Resident and Loomis House.

B. Name and Business Address of Provider

Loomis Communities, Inc.
d/b/a Loomis House Retirement Community
246 North Main Street
South Hadley, MA 01075
(413) 532-5325

Loomis Communities, Inc. is a 501 (c)(3) not-for-profit Massachusetts corporation established for the purpose of providing housing, general services, and health care services to older people and for other charitable purposes.

C. Nursing Center Care

When nursing center care is provided to the Resident, it may be at the nursing center located at:

Loomis House Nursing Center
298 Jarvis Avenue
Holyoke, MA 01040
(413) 538-7551

Loomis Lakeside at Reeds Landing Nursing Center
807 Wilbraham Road
Springfield, MA 01109
(413) 782-1800

Loomis House Nursing Center is owned and operated by Loomis House, Inc. Loomis House, Inc. and Loomis Communities, Inc. are related by virtue of an agreement for Loomis House, Inc. to provide nursing services to Loomis Communities, Inc. Loomis Lakeside at Reeds Landing Nursing Center is owned by Loomis Senior Living, Inc.

D. Officers and Directors

A list of the current Officers and Directors of Loomis House, Inc. and Loomis Communities, Inc. is contained in the attached Exhibit 7.

Loomis House, Inc. and Loomis Communities, Inc. are related by virtue of common officers, directors, and corporators. All Directors serve voluntarily and receive no compensation.

E. Business Experience of Management

Loomis House, Inc. was founded in 1902 and has continuously operated retirement housing facilities since 1911. Loomis Communities, Inc. owns and operates the Loomis House Retirement Community at 298 Jarvis Avenue in Holyoke, Massachusetts, which has been in continuous operation since March 1981; Loomis Village a retirement community at 246 North Main Street, South Hadley, Massachusetts, which has been in operation since 1992; and

Applewood, a retirement community at One Spencer Drive, Amherst, Massachusetts, which has been in operation since 1991. Loomis Senior Living, Inc. owns and operates the Loomis Lakeside at Reeds Landing Nursing Center, which is part of Loomis Lakeside at Reeds Landing. It has been in operation since 1991 and under Loomis Senior Living Inc. ownership since 2009.

F. Tax Status

Tax Exemption: Loomis Communities, Inc. is a tax-exempt organization under 501(c)(3) of the Internal Revenue Code.

1. Loomis House does not pay income taxes or sales taxes.
2. Gifts and donations to Loomis House are tax deductible to the donor.
3. Loomis House pays real estate taxes to the City of Holyoke.

G. Physical Facilities

1. Location
Loomis House is located on a 5.5-acre campus located at 298 Jarvis Avenue in Holyoke, MA.
2. Existing Structures
 - a. Ives-Metcalf Building houses studio, one- and two-bedroom independent living apartments, laundry areas, offices, activity space, and community areas.
 - b. The Sheldon Building consists of a Residential Dining Room, five one-bedroom apartments, offices, and community spaces.
 - c. Fowler House and Merritt House each house one- and two-bedroom independent living apartments.
 - d. The Nursing Center houses a 92-bed Medicare-certified skilled nursing facility and the administrative offices of Loomis House. Attached to the Nursing Center is a wing which houses the assisted living apartments and common areas and Dining Room for the assisted living Residents.
3. Loomis House reserves the right to modify, in size or scope, any existing or planned facilities and to change the timing of construction as conditions require.

I. Financial Statements

1. Fiscal Year
The fiscal year for Loomis House is the calendar year.
2. Financial Statement (Annual)
Audited financial statements from the two most recent fiscal years are attached as Exhibit 12. A balance sheet and statement of revenue and expenses from the third most recent fiscal year is attached as Exhibit 13.
3. Financial Statement (Current)
An unaudited financial statement, current to within 90 days, is attached as Exhibit 14.
4. Rate Histories for Loomis House, Loomis Village, Applewood and Loomis Lakeside at Reeds Landing are attached as Exhibit 11.

EXHIBIT 7

Loomis House, Inc.
Loomis Communities, Inc.

BOARD OF DIRECTORS AND OFFICERS 2015 - 2016

BOARD OF DIRECTORS

Venus Robinson, Chairperson
Tom Pratt, Vice Chairperson
Kathleen Bowler
Steve Corrigan
Fletcher Davis
Nancy Eddy
Norman Halpern
Sara Lawrence
Betsy Macmillan Stevens
Ann McIntosh
Anthony Pellegrino
Tom Senecal
Greg Sheehan
Kay Sordillo
Mary-Anne Stearns
Edward Steiger
Joan Steiger
Meghan Sullivan

OFFICERS

David W. Scruggs, President and Chief Executive Officer
Margaret R. Mantoni, Treasurer and Chief Financial Officer
Peter Connor, Clerk
Margaret R. Mantoni, Assistant Clerk

FeeSchedule

INDEPENDENT LIVING - APARTMENTS - 2016

Apartment Type	Sq. Ft. Area	# of Rooms	Entrance Fee (Declining Refundable)	Monthly Service Fees (First Person)
A	270	1	7,860	1,965
B	335	1	8,550	2,135
D	368	1	9,300	2,215
E	425	2	10,500	2,245
C	476	2	11,750	2,495
AA	540	2	13,500	2,700
G	557	2	13,600	2,775
H	563	2	13,700	2,775
AB	605	2	14,200	2,840
J	641	2	14,600	2,965
AC	746	3	15,000	3,125
BC	811	3	15,500	3,345
EE	850	4	14,200	2,840

NOTES: Second Person Monthly Service Fee - \$850 additional

The entrance fee is a "declining refundable" type paid at the time of admission. The value of the refund to the resident declines by 1% per month for a 100-month period (8 1/3 years). The unamortized portion is refunded if a resident leaves during that time. If a resident remains longer than 8 1/3 years, there is no refund.

The above monthly service fees include the following:

- ❖ 30 meals per month
- ❖ Weekly housekeeping including bed linens
- ❖ 24-hour emergency response
- ❖ All utilities (except telephone)
- ❖ Basic cable TV
- ❖ Activity & fitness programs
- ❖ Complete Maintenance
- ❖ Transportation to medical appointments
- ❖ Nursing consultation
- ❖ Nursing and health clinics
- ❖ Health and nutrition counseling
- ❖ Priority access to Loomis Nursing Center and 7 free days per year, non-cumulative

A la Carte Support Service and Assistance with Living

Loomis makes available a spectrum of supportive services for residents in independent living apartments. Please refer to the summary of services for more information.

10/31/15



FeeSchedule

ASSISTED LIVING - 2016

<u>Apartment Type</u>	<u>Sq. Ft. Area</u>	<u># of Rooms</u>	<u>Entrance Fee (90% Refundable)</u>	<u>Monthly Service Fees (First Person)</u>
F	225	1	15,000	4,170
F-1	304	1	15,500	4,215
F-2	361	1	15,500	4,305
F-3	434	2	17,000	4,720

NOTE: Second Person Monthly Service Fee - \$1,455 additional

The above monthly service fees include the following:

- ❖ 24-hour professional staff
- ❖ Personal care assistance
- ❖ 24-hour emergency response
- ❖ Three meals per day
- ❖ Weekly housekeeping
- ❖ All utilities (except telephone)
- ❖ Complete maintenance
- ❖ Transportation to medical appointments
- ❖ Coordination and scheduling of health care services
- ❖ Nursing consultation
- ❖ Health and nutrition counseling
- ❖ Activity and fitness programs
- ❖ Priority access to Loomis Nursing Center and seven free days per year, non-cumulative

10/31/15





FEES for ADDITIONAL SERVICES

As of January 1, 2016

RESIDENT AND GUEST MEAL CHARGES	
Breakfast	\$7.40
Lunch	\$9.90
Dinner	\$13.85
Brunch / Holiday	\$19.75
Meals tax will be added to all guest meals per State and Local authorities.	

MEAL CREDITS	
Independent Living	\$6.60 per day
Assisted Living	\$11.80 per day
Meal credits take effect after five consecutive days away from campus.	

MEALS - MONTHLY PLANS	
Breakfast and Lunch daily	\$410 per month
Breakfast daily	\$185 per month
Lunch daily	\$260 per month

DELIVERY CHARGE
No charge with Healthcare Coordinator's authorization. \$7.75 charge without authorization.

GUEST ACCOMMODATIONS	
Guest Room	\$80.00
Cot Charge	\$9.25 for first night; \$5.00 each additional night
All guests checking out AFTER 10:00 a.m. will be charged an additional night.	

HEALTH SUPPORT SERVICES	
Registered Nurse	\$62.00 per hour
Resident Assistant	\$28.50 per hour
Companion	\$26.50 per hour
Dietitian	\$64.00 per hour
Services billed in 30-minute increments, with a 30-minute minimum.	

HEALTH SUPPORT SERVICE PLANS	
Medication Management	\$7.80 per visit
Care Coordination	\$112 per month
Basic Support	\$290 per month
Basic Support Plus	\$410 per month
Personal Support (Level I)	\$820 per month
Enhanced Personal Support (Level II)	\$1,640 per month

HOUSEKEEPING SERVICES
\$29.75 per hour
Services billed in 30-minute increments, with a 30-minute minimum.

INTERNAL MOVE CHARGE
\$2,675.00

LAUNDRY SERVICES
\$14.75 per load

MAINTENANCES SERVICES	
Maintenance Services After Move-in	First two hours FREE OF CHARGE (to be used within first six months of residence)
Requested Maintenance	\$35.80 per hour plus materials (billed in 30-minute increments with a 30-minute minimum)

MISCELLANEOUS SERVICES	
Apartment Key Replacement	\$5.50 per key
Exterior Door Key Replacement	\$9.20 per key
Light Bulbs	Prices provided by Maintenance Dept.

SECRETARIAL SERVICES	
Typing	\$33.00 per hour (billed in 15-minute increments with a 15-minute minimum)
Fax Service (incoming)	85¢ per page
Fax Service (outgoing)	95¢ per page
Long Distance Fax (outgoing)	\$1.60 per page
International Fax	\$6.50 for first page \$2.30 for each additional page
Copy Service	10¢ per page

TRANSPORTATION SERVICES	
Medical Appointments	No charge for appointments scheduled according to transportation guidelines
Cancellation Fee	\$13.50 (for appointments canceled with less than 24 hours notice)

TRANSPORTATION AND COMPANION SERVICES	
Companion Services	\$26.50 per hour
Door to Door Service	\$18.50 per hour
Mileage charged at \$0.65 per mile for Loomis vehicle	
Services billed in 30-minute increments, with a one hour minimum	

EXHIBIT 11

Loomis House
FIVE YEAR RATE HISTORY

INDEPENDENT LIVING - OPTION 1 (Declining Refundable)

APARTMENT TYPE	ENTRANCE FEE					MONTHLY SERVICE FEE				
	2015	2014	2013	2012	2011	2015	2014	2013	2012	2011
A	7,520	7,240	7,080	6,900	6,900	1,880	1,810	1,770	1,720	1,675
B	8,200	7,900	7,700	7,500	7,500	2,050	1,975	1,925	1,875	1,825
D	8,500	8,180	7,940	7,750	7,750	2,125	2,045	1,985	1,935	1,885
E	8,660	8,340	8,100	7,900	7,900	2,165	2,085	2,025	1,975	1,925
C	9,600	9,240	9,000	8,800	8,800	2,400	2,310	2,250	2,200	2,145
AA	10,400	10,000	9,740	9,550	9,550	2,600	2,500	2,435	2,385	2,325
G	10,700	10,300	10,000	9,800	9,800	2,675	2,575	2,500	2,450	2,390
H	10,700	10,300	10,000	9,800	9,800	2,675	2,575	2,500	2,450	2,390
AB	10,960	10,540	10,240	10,050	10,050	2,740	2,635	2,560	2,510	2,445
J	11,460	11,020	10,700	10,500	10,500	2,865	2,755	2,675	2,625	2,560
AC	12,100	11,640	11,300	11,100	11,100	3,025	2,910	2,825	2,775	2,705
BC	12,980	12,480	12,160	12,000	12,000	3,245	3,120	3,040	2,990	2,930
EE	10,960	10,540	12,000	11,800	11,800	2,740	2,635	3,000	2,950	2,875
Second Person						810	785	775	765	750

ASSISTED LIVING (90% Refundable)

APARTMENT TYPE	ENTRANCE FEE					MONTHLY SERVICE FEE				
	2015	2014	2013	2012	2011	2015	2014	2013	2012	2011
F	15,000	15,000	15,000	15,000	15,000	4,070	3,955	3,840	3,775	3,755
F-1	15,500	15,500	15,500	15,500	15,500	4,180	4,058	3,940	3,875	3,855
F-2	15,500	15,500	15,500	15,500	15,500	4,195	4,074	3,955	3,890	3,880
F-3	17,000	17,000	17,000	17,000	17,000	4,595	4,465	4,335	4,270	4,255
Second Person						1,400	1,370	1,330	1,300	1,300

Loomis House (continued)

INDEPENDENT LIVING - OPTION 2 (Declining Refundable)										
APARTMENT TYPE	ENTRANCE FEE					MONTHLY SERVICE FEE				
	2015	2014	2013	2012	2011	2015	2014	2013	2012	2011
A	7,520	7,240	7,080	6,900	6,900	1,295	1,245	1,215	1,215	1,190
B	8,200	7,900	7,700	7,500	7,500	1,415	1,360	1,325	1,325	1,300
D	8,500	8,180	7,940	7,750	7,750	1,495	1,465	1,425	1,425	1,400
E	8,660	8,340	8,100	7,900	7,900	1,705	1,640	1,595	1,595	1,565
C	9,600	9,240	9,000	8,800	8,800	1,830	1,760	1,710	1,710	1,680
AA	10,400	10,000	9,740	9,550	9,550	1,915	1,845	1,790	1,790	1,755
G	10,700	10,300	10,000	9,800	9,800	1,945	1,870	1,815	1,815	1,780
H	10,700	10,300	10,000	9,800	9,800	2,060	1,980	1,925	1,925	1,890
AB	10,960	10,540	10,240	10,050	10,050	2,165	2,085	2,025	2,025	1,985
J	11,460	11,020	10,700	10,500	10,500	2,290	2,205	2,140	2,140	2,100
AC	12,100	11,640	11,300	11,100	11,100	2,150	2,070	2,010	2,010	1,970
BC	12,980	12,480	12,160	12,000	12,000	2,280	2,195	2,130	2,130	2,090
EE	10,960	10,540	12,000	11,800	11,800	2,165	2,085	2,245	2,245	2,200
Second Person						375	360	345	345	340

Loomis Village
FIVE YEAR RATE HISTORY

INDEPENDENT LIVING - COTTAGES (90% Refundable)										
APARTMENT TYPE	ENTRANCE FEE					MONTHLY SERVICE FEE				
	2015	2014	2013	2012	2011	2015	2014	2013	2012	2011
Hadley	331,000	327,000	325,000	325,000	323,000	3,825	3,685	3,575	3,500	3,480
Chester	334,000	330,000	327,000	327,000	325,000	3,850	3,710	3,600	3,530	3,510
Hardwick	337,000	333,000	329,000	329,000	327,000	3,870	3,730	3,620	3,550	3,530
Second Person						815	795	775	765	760

INDEPENDENT LIVING - APARTMENTS (90% Refundable)										
APARTMENT TYPE	ENTRANCE FEE					MONTHLY SERVICE FEE				
	2015	2014	2013	2012	2011	2015	2014	2013	2012	2011
Stonington	149,000	145,000	141,000	139,000	137,000	2,160	2,080	1,995	1,960	1,910
Blandford	149,000	145,000	141,000	139,000	137,000	2,160	2,080	1,995	1,960	1,910
Whately	179,000	175,000	172,000	170,000	167,000	2,725	2,620	2,540	2,465	2,415
Shelburne	179,000	175,000	172,000	170,000	167,000	2,725	2,620	2,550	2,475	2,425
Deerfield	189,000	185,000	182,000	180,000	177,000	2,875	2,765	2,685	2,605	2,555
Lexington	189,000	185,000	182,000	180,000	177,000	2,875	2,765	2,685	2,605	2,555
Suffield	229,000	225,000	222,000	220,000	217,000	3,355	3,230	3,150	3,055	3,055
Wendell	179,000	175,000	172,000	170,000	167,000	2,830	2,720	2,640	2,590	2,540
New Salem	224,000	220,000	217,000	215,000	212,000	3,115	2,995	2,905	2,855	2,805
Dana	251,000	250,000	247,000	245,000	243,000	3,375	3,245	3,150	3,100	3,050
Enfield	264,000	260,000	257,000	255,000	251,000	3,375	3,245	3,150	3,100	3,050
Prescott	287,000	285,000	282,000	280,000	275,000	3,505	3,390	3,295	3,245	3,195
Greenwich	299,000	295,000	294,000	292,000	289,000	3,525	3,410	3,315	3,265	3,215
Second Person						815	795	775	765	760

Loomis Village (continued)

INDEPENDENT LIVING - COTTAGES (Declining Refundable)										
APARTMENT TYPE	ENTRANCE FEE					MONTHLY SERVICE FEE				
	2015	2014	2013	2012	2011	2015	2014	2013	2012	2011
Hadley	198,000	196,000				3,825	3,685			
Chester	200,000	198,000				3,850	3,710			
Hardwick	202,000	199,800				3,870	3,730			
Second Person						815	795			

INDEPENDENT LIVING - APARTMENTS (Declining Refundable)										
APARTMENT TYPE	ENTRANCE FEE					MONTHLY SERVICE FEE				
	2015	2014	2013	2012	2011	2015	2014	2013	2012	2011
Stonington	89,000	87,000				2,160	2,080			
Blandford	89,000	87,000				2,160	2,080			
Whately	107,000	105,000				2,725	2,620			
Shelburne	107,000	105,000				2,725	2,620			
Deerfield	113,000	111,000				2,875	2,765			
Lexington	113,000	111,000				2,875	2,765			
Suffield	137,000	135,000				3,355	3,230			
Wendell	107,000	105,000				2,830	2,720			
New Salem	134,000	132,000				3,115	2,995			
Dana	150,000	150,000				3,375	3,245			
Enfield	158,000	156,000				3,375	3,245			
Prescott	172,000	170,000				3,505	3,390			
Greenwich	179,000	177,000				3,525	3,410			
Second Person						815	795			

Loomis Village (continued)

INDEPENDENT LIVING - VILLAS (90% Refundable)										
APARTMENT TYPE	ENTRANCE FEE					MONTHLY SERVICE FEE				
	2015	2014	2013	2012	2011	2015	2014	2013	2012	2011
1 BR - Inside	210,000	210,000	207,000	205,000	201,000	1,600	1,540	1,485	1,445	1,410
1 BR - Outside	225,000	220,000	217,000	215,000	212,000	1,600	1,540	1,485	1,445	1,410
2 BR - Inside	299,000	295,000	293,000	291,000	287,000	1,835	1,765	1,710	1,660	1,625
2 BR - Outside	319,000	315,000	310,000	308,000	304,000	1,835	1,765	1,710	1,660	1,625
Second Person						255	245	235	225	220

INDEPENDENT LIVING - VILLAS (Declining Refundable)										
APARTMENT TYPE	ENTRANCE FEE					MONTHLY SERVICE FEE				
	2015	2014	2013	2012	2011	2015	2014	2013	2012	2011
1 BR - Inside	126,000	126,000				1,600	1,540			
1 BR - Outside	135,000	132,000				1,600	1,540			
2 BR - Inside	179,000	177,000				1,835	1,765			
2 BR - Outside	191,000	189,000				1,835	1,765			
Second Person						255	245			

ASSISTED LIVING (80% Refundable)										
APARTMENT TYPE	ENTRANCE FEE					MONTHLY SERVICE FEE				
	2015	2014	2013	2012	2011	2015	2014	2013	2012	2011
Sturbridge	27,000	27,000	27,000	27,000	27,000	5,220	5,200	5,200	5,100	5,100
Bennington	27,000	27,000	27,000	27,000	27,000	5,220	5,200	5,200	5,100	5,100
Hanover	17,800	17,800	17,800	17,800	17,800	4,930	4,920	4,920	4,900	4,900
Second Person						1,425	1,330	1,400	1,300	1,300

ASSISTED LIVING (Rental)										
APARTMENT TYPE	ENTRANCE FEE					MONTHLY SERVICE FEE				
	2015	2014	2013	2012	2011	2015	2014	2013	2012	2011
Sturbridge										
Bennington						5,455	5,450	5,450	5,350	5,350
Hanover						5,260	5,250	5,250	4,150	5,150
Second Person						1,425	1,400	1,330	1,300	1,300

Applewood
FIVE YEAR RATE HISTORY

INDEPENDENT LIVING - APARTMENTS (80% Refundable)										
APARTMENT TYPE	ENTRANCE FEE					MONTHLY SERVICE FEE				
	2015	2014	2013	2012	2011	2015	2014	2013	2012	2011
Pippin	161,000	160,000	155,000	152,500	150,000	2,050	1,970	1,910	1,835	1,795
Baldwin	211,000	210,000	205,000	202,500	200,000	2,515	2,420	2,350	2,260	2,215
Belmac	221,000	220,000	215,000	213,000	210,500	2,525	2,430	2,360	2,265	2,220
Cortland	281,000	280,000	275,000	265,200	263,000	2,950	2,835	2,755	2,650	2,595
Macoun	301,000	300,000	295,000	290,500	288,000	3,155	3,035	2,945	2,840	2,780
McIntosh	311,000	310,000	305,000	300,000	298,000	3,175	3,055	2,970	2,865	2,805
Russet	321,000	320,000	315,000	312,500	310,000	3,490	3,355	3,260	3,155	3,090
Spencer	331,000	330,000	325,000	320,000	317,000	3,715	3,575	3,475	3,375	3,305
Empire	341,000	340,000	335,000	332,500	330,000	4,135	3,975	3,860	3,755	3,680
Quinte	346,000	345,000	340,000	337,500	335,000	4,175	4,015	3,975	3,895	3,820
Second Person						910	875	860	855	850

Loomis Lakeside at Reeds Landing
FIVE YEAR RATE HISTORY

INDEPENDENT LIVING - APARTMENTS (90% Refundable)										
APARTMENT TYPE	ENTRANCE FEE					MONTHLY SERVICE FEE				
	2015	2014	2013	2012	2011	2015	2014	2013	2012	2011
Magnolia	153,000	153,000	150,000	150,000	147,690	2,085	2,005	1,930	1,880	1,840
Maple	162,000	155,000	153,000	153,000	150,465	2,140	2,050	1,970	1,920	1,880
Oak	177,000	165,000	162,500	162,500	159,695	2,320	2,230	2,145	2,095	2,055
Birch	185,000	175,000	173,000	173,000	170,500	2,480	2,385	2,295	2,245	2,200
Willow	200,000	200,000	197,500	197,500	193,850	2,620	2,515	2,415	2,365	2,315
Chestnut	231,000	214,000	211,000	211,000	207,695	2,945	2,830	2,720	2,670	2,615
Sycamore	238,500	217,000	214,000	214,000	210,465	3,080	2,960	2,845	2,795	2,740
Evergreen	269,500	240,000	235,000	235,000	230,770	3,190	3,065	2,950	2,900	2,840
Second Person						920	885	850	800	785

INDEPENDENT LIVING - APARTMENTS (Declining Refundable)										
APARTMENT TYPE	ENTRANCE FEE					MONTHLY SERVICE FEE				
	2015	2014	2013	2012	2011	2015	2014	2013	2012	2011
Magnolia	99,000	99,000	97,500	97,500	96,000	2,085	2,005	1,930	1,880	1,840
Maple	105,000	100,000	99,700	99,700	97,800	2,140	2,050	1,970	1,920	1,880
Oak	115,000	107,000	105,500	105,500	103,800	2,320	2,230	2,145	2,095	2,055
Birch	120,000	113,000	112,000	112,000	110,000	2,480	2,385	2,295	2,245	2,200
Willow	130,000	130,000	128,500	128,500	126,000	2,620	2,515	2,415	2,365	2,315
Chestnut	150,000	139,000	137,000	137,000	135,000	2,945	2,830	2,720	2,670	2,615
Sycamore	155,000	141,000	139,000	139,000	136,800	3,080	2,960	2,845	2,795	2,740
Evergreen	175,000	156,000	153,000	153,000	150,000	3,190	3,065	2,950	2,900	2,840
Second Person						920	885	850	800	785

Loomis Lakeside at Reeds Landing (continued)

INDEPENDENT LIVING - COTTAGES (90% Refundable)										
APARTMENT TYPE	ENTRANCE FEE					MONTHLY SERVICE FEE				
	2015	2014	2013	2012	2011	2015	2014	2013	2012	2011
Walnut	246,000	245,000	243,000	243,000	240,000	1,835	1,775	1,710	1,660	2,840
Poplar	269,500	253,000	250,000	250,000	249,230	1,835	1,775	1,710	1,660	2,945
Second Person						255	245	235	225	725

INDEPENDENT LIVING - COTTAGES (Declining Refundable)										
APARTMENT TYPE	ENTRANCE FEE					MONTHLY SERVICE FEE				
	2015	2014	2013	2012	2011	2015	2014	2013	2012	2011
Walnut	160,000	159,250	159,000	159,000	156,000	1,835	1,775	1,710	1,660	2,840
Poplar	175,000	164,450	165,000	165,000	162,000	1,835	1,775	1,710	1,660	2,945
Second Person						255	245	235	225	725

ASSISTED LIVING (90% Refundable)										
APARTMENT TYPE	ENTRANCE FEE					MONTHLY SERVICE FEE				
	2015	2014	2013	2012	2011	2015	2014	2013	2012	2011
Studio	17,500	15,000	15,000	15,000	15,000	3,915	3,800	3,655	3,605	3,530
Deluxe Studio	19,500	17,000	17,000	17,000	17,000	4,145	4,020	3,865	3,815	3,740
One Bedroom	22,500	20,000	20,000	20,000	20,000	4,790	4,650	4,470	4,420	4,330
Deluxe 1BR	24,500	22,000	22,000			5,015	4,865	4,680		
Second Person						1,365	1,325	1,275	1,225	1,200

ASSISTED LIVING (Rental)										
APARTMENT TYPE	ENTRANCE FEE					MONTHLY SERVICE FEE				
	2015	2014	2013	2012	2011	2015	2014	2013	2012	2011
Studio						4,205	4,080	3,925	3,875	3,795
Deluxe Studio						4,430	4,300	4,135	4,085	4,005
One Bedroom						4,975	4,830	4,645	4,595	4,505
Deluxe 1BR						5,170	5,020	4,855		
Second Person						1,365	1,325	1,275	1,225	1,200

EXHIBIT 12

AUDITED FINANCIAL STATEMENTS

Fiscal Year 2014

Consolidated Financial Statements

**Loomis House, Inc.,
Loomis Communities, Inc.,
and Loomis Senior Living, Inc.**

December 31, 2014



Mayer Hoffman McCann P.C.
Tofias New England Division
An Independent CPA Firm

**LOOMIS HOUSE, INC., LOOMIS COMMUNITIES, INC., AND
LOOMIS SENIOR LIVING, INC.**

Consolidated Financial Statements

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Mayer Hoffman McCann P.C.
Tofias New England Division
An Independent CPA Firm

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Independent Auditors' Report

Board of Directors

Loomis House, Inc., Loomis Communities, Inc., and
Loomis Senior Living, Inc.
South Hadley, Massachusetts

We have audited the accompanying consolidated financial statements of Loomis House, Inc., Loomis Communities, Inc., and Loomis Senior Living, Inc. (collectively referred to as “the Communities”), which comprise the consolidated balance sheet as of December 31, 2014 and the related consolidated statement of operations, changes in net assets, 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 of 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 auditor considers internal control relevant to the Communities' 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 Communities' 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 consolidated financial position of Loomis House, Inc., Loomis Communities, Inc., and Loomis Senior Living, Inc. as of December 31, 2014 and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Mayer Heyman McCann P.C.

April 15, 2015
Boston, Massachusetts

**LOOMIS HOUSE, INC., LOOMIS COMMUNITIES, INC., AND
LOOMIS SENIOR LIVING, INC.**

Consolidated Balance Sheet

December 31, 2014

Assets

Current assets:

Cash and cash equivalents	\$ 3,515,561
Accounts receivable - residents, net	1,836,839
Accounts receivable - other	407,025
Prepaid expenses	<u>533,742</u>

Total current assets **6,293,167**

Assets limited as to use	6,504,564
Investments	20,754,074
Deferred expenses, net of accumulated amortization	1,501,593
Property and equipment, net	57,126,341
Beneficial interest in perpetual trusts	<u>1,147,561</u>

Total assets **\$ 93,327,300**

Liabilities and Net Assets

Current liabilities:

Accounts payable	\$ 891,811
Accrued expenses and other current liabilities	2,220,371
Current maturities of mortgage notes payable	209,958
Current maturities of bonds payable	770,000
Current portion of refundable entrance fees	<u>9,293,000</u>

Total current liabilities **13,385,140**

Long-term liabilities:

Mortgage notes payable, net of current maturities	3,712,473
Bonds payable, net of current maturities	22,308,191
Deferred entrance fees, net	5,159,673
Refundable deposits	612,349
Refundable entrance fees	56,475,874
Liability under charitable gift annuities	<u>135,422</u>

Total long-term liabilities **88,403,982**

Total liabilities **101,789,122**

Net assets:

Unrestricted	(13,007,391)
Temporarily restricted	1,670,635
Permanently restricted	<u>2,874,934</u>

Total net deficit **(8,461,822)**

Total liabilities and net assets **\$ 93,327,300**

**LOOMIS HOUSE, INC., LOOMIS COMMUNITIES, INC., AND
LOOMIS SENIOR LIVING, INC.**

Consolidated Statement of Operations

Year Ended December 31, 2014

Unrestricted revenues:

Resident services	\$ 17,135,776
Health care services	438,006
Net patient service revenue - private	4,307,659
Net patient service revenue - publicly aided	7,887,003
Amortization of entrance fees	1,637,540
Other	1,058,324

Total unrestricted revenues	<u>32,464,308</u>
------------------------------------	--------------------------

Expenses:

Nursing services	7,302,962
General and administrative	4,697,084
Dietary	5,514,745
Depreciation and amortization	3,812,424
Environmental services and plant operations	5,722,741
Interest expense	1,435,830
Assisted living	1,051,438
Resident and social services	1,023,810
Health and wellness	1,443,056
Marketing	1,208,981
Real estate taxes	669,267

Total expenses	33,882,338
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Operating loss	(1,418,030)
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Unrestricted nonoperating gains (losses) and other support:

Interest income	322,756
Investment fees	(76,032)
Net realized gains on investments	960,614
Contributions	255,136
Income from beneficial interests in trusts	86,447
Philanthropy expenses	(113,433)
Scholarship expenses	(5,000)
Change in value of split-interest agreements	(17,332)
Gain on disposal of fixed assets	9,413
Net assets released from restrictions	38,233

Total unrestricted nonoperating gains and other support	1,460,802
--	------------------

Excess of unrestricted revenues over expenses and unrestricted nonoperating gains and other support

42,772

Other changes in unrestricted net assets:

Unrealized loss on investments	(479,104)
Net asset reclassification based on clarification of donor intent	(57,180)

Total other changes in unrestricted net assets	(536,284)
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Change in unrestricted net assets	\$ (493,512)
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**LOOMIS HOUSE, INC., LOOMIS COMMUNITIES, INC., AND
LOOMIS SENIOR LIVING, INC.**

Consolidated Statement of Changes in Net Assets

Year Ended December 31, 2014

Unrestricted net assets:

Operating loss	\$ (1,418,030)
Total unrestricted nonoperating gains and other support	1,460,802
Other changes in unrestricted net assets	<u>(536,284)</u>

Change in unrestricted net assets	<u>(493,512)</u>
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Temporarily restricted net assets:

Net unrealized loss on permanently restricted investments	(255,943)
Net unrealized loss on temporarily restricted investments	(5,632)
Net realized gains on sale of permanently restricted investments	256,588
Contributions	74,070
Change in value of split-interest agreements	2,295
Interest and dividends on permanently restricted net assets	45,858
Interest and dividends on temporarily restricted net assets	6,140
Net assets released from restrictions	<u>(38,233)</u>

Change in temporarily restricted net assets	<u>85,143</u>
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Permanently restricted net assets:

Change in value in beneficial interest in perpetual trusts	(71,439)
Net asset reclassification based on clarification of donor intent	<u>57,180</u>

Change in permanently restricted net assets	<u>(14,259)</u>
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Change in net assets	(422,628)
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Net deficit at beginning of year	<u>(8,039,194)</u>
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Net deficit at end of year	\$ <u><u>(8,461,822)</u></u>
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**LOOMIS HOUSE, INC., LOOMIS COMMUNITIES, INC., AND
LOOMIS SENIOR LIVING, INC.**

Consolidated Statement of Cash Flows

Year Ended December 31, 2014

Cash flows from operating activities and nonoperating gains:

Change in net assets	\$ (422,628)
Adjustments to reconcile change in net assets to net cash provided by operating activities and nonoperating gains:	
Depreciation and amortization	3,812,424
Amortization of entrance fees	(1,637,540)
Gain on disposal of fixed assets	(9,413)
Net realized gains on investments	(1,217,202)
Net unrealized loss on investments	740,679
Loss on beneficial interest in perpetual trusts	71,439
Changes in assets and liabilities:	
(Increase) decrease in:	
Assets limited as to use	(420,789)
Accounts receivable - residents	130,631
Accounts receivable - other	(380,344)
Prepaid expenses	(81,715)
Increase (decrease) in:	
Accounts payable	(52,803)
Accrued expenses and other current liabilities	(162,858)
Refundable deposits	122,609
Total adjustments	915,118
Net cash provided by operating activities	492,490

Cash flows from investing activities:

Purchase of property and equipment	(2,339,372)
Purchase of investments	(12,257,171)
Proceeds from sale of investments	11,568,837
Change in gift annuity liability	26,805
Net cash used in investing activities	<u>(3,000,901)</u>

Cash flows from financing activities:

Repayments on bonds payable	(320,000)
Repayment of mortgage notes payable	(152,533)
Proceeds from entrance fees	13,954,546
Refunds of entrance fees	(9,784,758)
Net cash provided by financing activities	<u>3,697,255</u>

Net increase in cash and cash equivalents

1,188,844

Cash and cash equivalents, beginning of year

2,326,717

Cash and cash equivalents, end of year

\$ 3,515,561

Supplemental disclosure of cash flow information

Cash paid for interest

\$ 1,137,600

LOOMIS HOUSE, INC., LOOMIS COMMUNITIES, INC., AND LOOMIS SENIOR LIVING, INC.

Notes Consolidated Financial Statements

Note 1 - Nature of Activities and Significant Accounting Policies

Nature of Activities

Loomis House, Inc., Loomis Communities, Inc., and Loomis Senior Living, Inc. d/b/a Loomis Lakeside at Reeds Landing (collectively referred to as “the Communities”) are not-for-profit organizations with common directors. The Communities and cost centers are as follows:

- Loomis House, Inc. is a 92-bed nursing facility located in Holyoke, Massachusetts.
- Loomis Communities, Inc.:
 - Loomis House Retirement Community is a retirement community located in Holyoke, Massachusetts. The community consists of 68 independent living apartments and 13 assisted living studios.
 - Loomis Corporate Management provides managerial and administrative services to Loomis House, Inc., Loomis House Retirement Community, Loomis Village, Applewood and Loomis Senior Living, Inc. (d/b/a Loomis Lakeside at Reeds Landing).
 - Loomis Village is a retirement community located in South Hadley, Massachusetts. The village consists of 38 cottage-style villa homes, 96 independent living apartments and 25 assisted living apartments.
 - Applewood is a retirement community located in Amherst, Massachusetts. The retirement community consists of 103 independent living apartments.
- Loomis Senior Living, Inc. (d/b/a Loomis Lakeside at Reeds Landing) is a 42-bed nursing facility and a retirement community located in Springfield, Massachusetts. The retirement community consists of 120 independent living apartments and 36 assisted living apartments.

Principles of Consolidation

The consolidated financial statements include the accounts of Loomis House, Inc., Loomis Communities, Inc., and Loomis Senior Living, Inc. All significant intercompany account balances and transactions have been eliminated in consolidation.

Financial Statement Presentation

The Communities’ financial statements have been prepared on the accrual basis of accounting.

**LOOMIS HOUSE, INC., LOOMIS COMMUNITIES, INC., AND
LOOMIS SENIOR LIVING, INC.**

Notes Consolidated Financial Statements

Note 1 - Nature of Activities and Significant Accounting Policies (Continued)

Classification and Reporting of Net Assets

Net assets and revenue, expenses, gains and losses are classified based on the existence or the absence of donor imposed restrictions. Accordingly, net assets are classified and reported as follows:

Unrestricted net assets - Net assets of the Communities that are neither permanently restricted nor temporarily restricted by donor-imposed stipulations. Unrestricted net assets include expendable funds available for the support of the Communities, as well as funds invested in plant, including buildings and equipment.

Temporarily restricted net assets - Net assets represent contributions and other inflows of assets whose use by the Communities is limited by donor-imposed stipulations that either expire by passage of time or can be fulfilled and removed by actions of the Communities pursuant to those stipulations. Temporarily restricted net assets also include, pursuant to Massachusetts law, cumulative appreciation and reinvested gains on permanently restricted net assets, which has not been appropriated by the Board of Directors.

Permanently restricted net assets - Net assets represent contributions and other inflows of assets whose use by the Communities is limited by donor-imposed stipulations that neither expire by passage of time nor can be fulfilled or otherwise removed by actions of the Communities.

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 at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. Material estimates that are particularly susceptible to significant change are the reserve for doubtful accounts receivable, valuation of investments, decisions over what to capitalize and useful lives of property and equipment, estimated amortization periods for entrance fees, liability under charitable gift annuities and the obligation to provide future services.

Fair Value of Financial Instruments

The carrying amount of cash and cash equivalents, accounts receivable, accounts payable, accrued expenses and approximates fair value. The investments are carried at fair value based upon quoted market prices. Other long-term assets approximate fair value based on cost and the expected useful lives of the assets. The fair value of the Communities' long-term debt is estimated based on the quoted market prices for the same issue if available, or similar issues, or based on the current rates offered to the Communities for debt of the same remaining maturities with similar collateral requirements.

**LOOMIS HOUSE, INC., LOOMIS COMMUNITIES, INC., AND
LOOMIS SENIOR LIVING, INC.**

Notes Consolidated Financial Statements

Note 1 - Nature of Activities and Significant Accounting Policies (Continued)

Cash and Cash Equivalents

The Communities define cash equivalents to include investments in liquid securities with an initial maturity of ninety days or less. For purposes of presenting the statement of cash flows, cash and cash equivalents includes only operating cash and cash equivalents. Investment cash balances held by investment managers are considered part of investments given the expectation of near term reinvestment.

The Communities maintain their cash in bank deposit accounts which, at times, may exceed federally insured limits. The Communities monitor their exposure associated with cash and cash equivalents and have not experienced any losses in such accounts. The Communities believe they are not exposed to any significant credit risk on cash and cash equivalents.

Accounts Receivable - Residents

Accounts receivable - residents, where a third party payor is responsible for paying the amount, are carried at a net amount determined by the original charge for the service provided, less an estimate made for contractual adjustments or discounts provided to third party payors.

Accounts receivable - residents due directly from the residents are carried at the original charge for the service provided less amounts covered by third party payors and less an estimated allowance for doubtful receivables. Management determines the allowance for doubtful accounts by identifying troubled accounts and by historical experience applied to an aging of accounts. Accounts are written off as bad debt expense when deemed uncollectible. Recoveries of receivables previously written off are recorded as a reduction of bad debt expense when received.

Assets Limited as to Use

Assets limited as to use include escrow accounts required for the Communities' bonds held by trustees, a reserve account for the Communities' mortgage note, and donor restricted cash.

Property and Equipment

Property and equipment are stated at cost. Depreciation is computed by the straight-line method over the following estimated useful lives:

Land improvements	10 years
Buildings	40 years
Building improvements	10-20 years
Furniture and equipment	3-10 years
Motor vehicles	5 years

Expenditures for major renewals and improvements are capitalized, while expenditures for maintenance and repairs are expensed as incurred.

**LOOMIS HOUSE, INC., LOOMIS COMMUNITIES, INC., AND
LOOMIS SENIOR LIVING, INC.**

Notes Consolidated Financial Statements

Note 1 - Nature of Activities and Significant Accounting Policies (Continued)

Property and Equipment (Continued)

The Communities are required to record a liability for the fair value of an asset retirement obligation specific to certain legal environmental obligations such as asbestos, medical waste removal, and lead paint removal. The recording of a liability is required if such conditions exist and the obligation can be reasonably estimated. As of December 31, 2014, the Communities were unaware of any such obligations. The Communities will recognize a liability in the period in which they become aware of such liability and sufficient information is available to reasonably estimate the fair value.

Deferred Expenses

Deferred expenses represent financing costs related to bond issuances and sales and promotional costs incurred to market the facilities to initial residents. The financing costs are being amortized over the life of the bonds. The deferred sales and promotional costs are being amortized over the estimated lives of the initial residents when the units are placed in service.

Beneficial Interests in Perpetual Trusts

Loomis Communities, Inc. has a beneficial interest in two perpetual trusts held by a third party trustee which are recorded at fair value on its financial statements. The principal as well as the annual gains or losses on the trust investments are restricted in perpetuity. The interest and dividend income generated by the trust investments is distributed each year to Loomis Communities, Inc.

Deferred Entrance Fees

Fees paid by residents upon entering into a continuing care contract at Loomis House Retirement Community, Loomis Village, Applewood and Loomis Lakeside at Reeds Landing, net of the portion thereof that is refundable to the resident, are recorded as deferred entrance fees and are amortized to income over the estimated remaining life expectancy of the resident. Estimated refundable entrance fees are reported as current or non-current liabilities based on anticipated future payments. The entrance fee contracts that were acquired in the purchase of Loomis Lakeside at Reeds Landing are recorded as a liability and not amortized for the 85% refundable contracts. Declining balance contracts are amortized over the resident's life expectancy. Any new agreements entered into after August 19, 2009 are either a 90% refundable contract or a declining balance contract amortized over the resident's life expectancy.

Obligation to Provide Future Services

On an annual basis, the Communities calculate the present value of the net cost of future services and use of facilities to be provided to current residents, using discount rates of 4.0 to 4.5% at December 31, 2014, and comparing that amount to the balance of deferred revenue from deferred entrance fees. If the present value of the net cost of future services and use of facilities exceeds the deferred revenue from deferred entrance fees, a liability is recorded (obligation to provide future services and use of facilities) with the corresponding charge to income.

**LOOMIS HOUSE, INC., LOOMIS COMMUNITIES, INC., AND
LOOMIS SENIOR LIVING, INC.**

Notes Consolidated Financial Statements

Note 1 - Nature of Activities and Significant Accounting Policies (Continued)

Obligation to Provide Future Services (Continued)

At December 31, 2014, the comparison between the estimated net future costs to serve residents and the revenues from those residents that were parties to a resident agreement resulted in a substantial surplus. Therefore, no obligation to provide future services to residents was required to be accrued at December 31, 2014.

Operating Activities

The statement of operations reflects a subtotal for operating income (loss). This subtotal reflects revenues that the Communities received for operating purposes. Non-operating activity reflects all other activity, including but not limited to interest income, investment fees, gain (loss) on disposal of assets, realized gain (loss) on investments, change in the value of split-interest agreements, contributions, income from beneficial interests in trusts, and philanthropy and scholarship expenses.

Excess of Revenues over Expenses

The statements of operations include excess of revenues over expenses. Changes in unrestricted net assets which are excluded from excess of revenues over expenses, consistent with industry practice, include unrealized gains or losses on investments and net asset reclassification due to clarification of donor intent.

Revenue Recognition

Patient and resident service revenue are reported at the estimated net realizable amounts from residents, third-party payors, and others for services rendered. Approximately twenty-two percent of operating revenues is received from Medicaid and Medicare funding sources as third-party reimbursement of costs. Residential fees are recorded as revenue in the period earned based on established rates pursuant to agreements with residents.

Revenue under 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.

Contributions

Contributions, including unconditional promises to give, are recognized at fair value as revenue in the period when the donor makes the promise to give. Conditional promises to give are not recognized until they become unconditional, that is, at the time when the conditions on which they depend are substantially met. Contributions to be received after one year are discounted at an appropriate discount rate commensurate with the risk involved. Amortization of discount is recorded as additional contribution revenue in accordance with donor-imposed restrictions, if any, on the contributions. An allowance for uncollectible contributions receivable is provided based upon management's judgment of potential defaults. The determination includes such factors as prior collection history, type of contribution, and nature of the fundraising activity.

**LOOMIS HOUSE, INC., LOOMIS COMMUNITIES, INC., AND
LOOMIS SENIOR LIVING, INC.**

Notes Consolidated Financial Statements

Note 1 - Nature of Activities and Significant Accounting Policies (Continued)

Contributions (Continued)

Contributions received with donor-imposed restrictions are reported at fair value as revenues of the temporarily restricted net asset class when they are received. A reclassification to unrestricted net assets is made to reflect the expiration of such restrictions in the year the restriction is met. Contributions received with donor-imposed restrictions that are met in the same year as received are reported as revenues of the unrestricted net asset class.

Contributions of land, buildings and equipment without donor stipulations concerning the use of such long-lived assets are reported at fair value as revenues of the unrestricted net asset class. Contributions of cash or other assets to be used to acquire land, buildings and equipment with donor stipulations are reported at fair value as revenues of the temporarily restricted net asset class; the restrictions are considered to be released at the time of acquisition of such long-lived assets.

Contributions of services are reported as revenues and expenses of the unrestricted net asset class at the fair value of the services received only if the services create or enhance a nonfinancial asset or would typically need to be purchased by the Communities if they had not been provided by individuals with those skills.

Investments and Investment Income

Investments are recorded at fair value. Investment income, including realized gains and losses on investments, dividends and interest on unrestricted investments are reported as nonoperating gains. Gains and losses, dividends and interest on permanently restricted investments are reported as increases or decreases to temporarily restricted net assets. Unrealized gains and losses on investments are excluded from the excess of revenues over expenses.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the consolidated balance sheets and statements of operations and changes in net assets.

Fair Value Measurements

The Communities report certain assets at fair value on a recurring and non-recurring basis depending on the underlying accounting policy for the particular item. Recurring fair value measures include the Communities' investment account. These standards require an entity to maximize the use of observable inputs (such as quoted prices in active markets) and minimize the use of unobservable inputs (such as appraisals or valuation techniques) to determine fair value. In addition, the Communities report certain investments using the net asset value per share as determined by investment managers under the so called "practical expedient." The practical expedient allows net asset value per share to represent fair value for reporting purposes when the criteria for using this method are met. Fair value standards also require the Communities to classify these financial instruments into a three-level hierarchy, based on the priority of inputs to the valuation technique or in accordance with net asset value practical expedient rules, which allow for either Level 2 or Level 3 depending on lock up and notice periods associated with the underlying funds.

**LOOMIS HOUSE, INC., LOOMIS COMMUNITIES, INC., AND
LOOMIS SENIOR LIVING, INC.**

Notes Consolidated Financial Statements

Note 1 - Nature of Activities and Significant Accounting Policies (Continued)

Fair Value Measurements (Continued)

Instruments measured and reported at fair value are classified and disclosed in one of the following categories:

Level 1 – Quoted prices are available in active markets for identical instruments as of the reporting date. Instruments, which are generally included in this category, include listed equity and debt securities publicly traded on a stock exchange.

Level 2 – Pricing inputs are other than quoted prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value is determined through the use of models or other valuation methodologies. Level 2 also includes investments reported at net asset value per share with lock up periods of 90 days or less.

Level 3 – Pricing inputs are unobservable for the instrument and include situations where there is little, if any, market activity for the instrument. The inputs into the determination of fair value require significant management judgment or estimation. Level 3 also includes investments reported at net asset value per share with lock up periods in excess of 90 days.

In some instances, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such instances, an instrument's level within the fair value hierarchy is based on the lowest level of input that is significant to the fair value measurement.

Market price is affected by a number of factors, including the type of instrument and the characteristics specific to the instrument as well as the effects of market, interest and credit risk. Instruments with readily available active quoted prices or for which fair value can be measured from actively quoted prices generally will have a higher degree of market price observability and a lesser degree of judgment used in measuring fair value. It is reasonably possible that changes in values of these instruments will occur in the near term and that such changes could materially affect amounts reported in these financial statements. For more information on the fair value of the Communities' financial instruments, see Note 5 - Fair Values of Financial Instruments.

While the Communities believe 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 estimate of fair value at the reporting date.

During the year ended December 31, 2014, there were no changes to the Communities' valuation techniques that had, or are expected to have, a material impact on its balance sheets or results of operations.

**LOOMIS HOUSE, INC., LOOMIS COMMUNITIES, INC., AND
LOOMIS SENIOR LIVING, INC.**

Notes Consolidated Financial Statements

Note 1 - Nature of Activities and Significant Accounting Policies (Continued)

Endowment Assets

The Board has interpreted Massachusetts General Law as requiring realized and unrealized gains and interest and dividend income of permanently restricted net assets to be retained in a restricted net asset classification until appropriated by the Board and expended. Massachusetts General Law allows the Board to appropriate for expenditure or accumulate so much of an endowment fund as the Communities determine is prudent for the uses, benefits, purposes and duration for which the endowment fund is established. In making a determination to appropriate or accumulate, the Communities shall act in good faith, with the care that an ordinarily prudent person in a like position would exercise under similar circumstances, and shall consider, if relevant, the following factors: the duration and preservation of the endowment fund; the purposes of the Communities and the endowment fund; general economic conditions; the possible effect of inflation or deflation; the expected total return from income and the appreciation of investments; other resources of the Communities; and the investment policy of the Communities.

The Communities' spending policy is to appropriate on an annual basis four percent of the average market value of the Loomis Communities Endowment Funds, which will be used to support the charitable mission of Loomis House, Inc., Loomis Communities, Inc., and Loomis Senior Living, Inc. For spending purposes, the average market value shall be established on the three most recent years ended June 30th. In establishing this policy, the Communities considered the long term expected return on its endowment. Accordingly, over the long term, the Communities expect the current spending policy to allow its endowment to grow by more than four percent annually. This is consistent with Loomis' objective to preserve the capital assets of the Communities in perpetuity as well as provide real growth through new gifts and investment return. During the year ended December 31, 2014, the Communities have decided to appropriate only investment income on donor restricted endowment funds. The Communities expect this to be the case in 2015 as well. The Board of Directors also has discretion to spend amounts over the four percent spending policy from the board-designated endowment. During the year ended December 31, 2014, the Communities made appropriations of investment income of \$23,701.

The Communities have adopted investment and spending policies for endowment assets that attempt to provide a stream of funding to support operations and capital needs of the organization by its endowment while seeking to preserve the endowment assets in perpetuity. Endowment assets include those assets of donor-restricted funds that the organization must hold in perpetuity or for donor-specified periods as well as board-designated funds.

To satisfy the long-term return objectives, the Communities rely 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 Communities target a 30%-60% equity allocation and a 40%-70% debt, cash and cash equivalent allocation.

Charitable Gift Annuities

Loomis Communities, Inc. is the beneficiary of a number of charitable gift annuities whereby it receives an immediate contribution as well as a remainder interest in the underlying investment from which a specified dollar amount of the fair value of the assets each year is currently being paid to the donors. Actuarial methods are used to calculate that portion of the investment representing the present value of the liability to the donor and that portion representing the contribution using discount rates ranging from four percent to six percent.

**LOOMIS HOUSE, INC., LOOMIS COMMUNITIES, INC., AND
LOOMIS SENIOR LIVING, INC.**

Notes Consolidated Financial Statements

Note 1 - Nature of Activities and Significant Accounting Policies (Continued)

Charitable Gift Annuities (Continued)

Loomis Communities, Inc. is the trustee of certain assets held in trust, which are recorded as investments at fair value. The liabilities to the donors are recorded at the present value of the estimated future payments to be distributed over the life of the donors and/or donors' beneficiaries. Upon receipt of the assets, the amount of the contribution is the difference between these amounts. Adjustments to the asset and liability accounts are reflected as changes in the value of split-interest agreements in the statements of operations.

The contributions related to these agreements are recorded as temporarily restricted contributions and are released from restriction upon the death of the donor, unless the contributions carry a purpose restriction imposed by the donor.

Advertising

The Communities expense advertising costs as incurred. Advertising expense was \$189,300 for the year ended December 31, 2014.

Income Tax Status

Loomis House, Inc., Loomis Communities, Inc., and Loomis Senior Living, Inc. d/b/a Loomis Lakeside at Reeds Landing qualify under Section 501(c)(3) of the Internal Revenue Code and are exempt from Federal and state income taxes.

Uncertain Tax Positions

The Communities account for the effect of any uncertain tax positions based on a "more likely than not" threshold to the recognition of the tax positions being sustained based on the technical merits of the position under scrutiny by the applicable taxing authority. If a tax position or positions are deemed to result in uncertainties of those positions, the unrecognized tax benefit is estimated based on a "cumulative probability assessment" that aggregates the estimated tax liability for all uncertain tax positions. The Communities have identified their tax status as tax-exempt entities and their determination as to their income being related or unrelated as their only significant tax positions; however, the Communities have determined that such tax positions do not result in an uncertainty requiring recognition. The Communities are not currently under examination by any taxing jurisdictions. The Communities' Federal and state tax returns are generally open for examination for three years following the date filed.

Subsequent Events

The Communities have evaluated subsequent events through April 15, 2015, the date the financial statements were issued.

**LOOMIS HOUSE, INC., LOOMIS COMMUNITIES, INC., AND
LOOMIS SENIOR LIVING, INC.**

Notes Consolidated Financial Statements

Note 2 - Related Party Transactions

The Communities receive landscaping, insurance and legal expenses in the normal course of operations, from a landscaping company, insurance agency and a law firm, respectively, which employ members of the governing Board of Directors or Committees of the Board of Directors. Amounts expended for landscaping services during the year ended December 31, 2014 totaled \$389,953. Amounts expended for legal services during the year ended December 31, 2014 totaled \$36,440. Amounts expended for insurance during the year ended December 31, 2014 totaled \$483,686. An amount of \$1,624 to the related party landscaping company was outstanding in accounts payable and an amount of \$9,451 was incurred but unbilled by the law firm as of December 31, 2014.

The Communities incurred construction expenses with a company owned by the son of one of the members of the governing Board of Directors. Total amounts expended for construction during the year ended December 31, 2014 was \$57,922. No amounts were outstanding in accounts payable with this company as of December 31, 2014.

In addition, certain members of management and the Board of Directors are holders of the Communities' bonds. Furthermore, certain members of the Board of Directors are employed by a bank with which the Communities hold funds and have an outstanding loan, as more fully described in Note 11.

Note 3 - Assets Limited as to Use

Assets limited as to use consist of cash and cash equivalents and a certificate of deposit. Assets limited as to use were for the following purposes at December 31, 2014:

Debt service funds, 2013 Series Bonds	\$ 3,358,003
Project fund, 2013 Series Bonds	2,502,454
Reserve account, mortgage note	621,884
Restricted cash, scholarship fund	18,956
Other	<u>3,267</u>
	<u><u>\$ 6,504,564</u></u>

**LOOMIS HOUSE, INC., LOOMIS COMMUNITIES, INC., AND
LOOMIS SENIOR LIVING, INC.**

Notes Consolidated Financial Statements

Note 4 - Investment Return

Investment return consisted of the following at December 31, 2014:

Interest and dividend income	\$ 374,754
Net realized gains on investments	1,217,202
Net unrealized loss on investments	(740,679)
Less investment fees	<u>(76,032)</u>
Net investment return	<u><u>\$ 775,245</u></u>

Note 5 - Fair Values of Financial Instruments

The following tables are a summary of assets that the Communities measure at fair value on a recurring basis by level within the fair value hierarchy at December 31, 2014:

	<i>Level 1</i>	<i>Level 2</i>	<i>Level 3</i>	<i>Total</i>
Investments				
Cash and cash equivalents	\$ 2,046,468	\$ -	\$ -	\$ 2,046,468
Domestic equities	183,522	-	-	183,522
U.S. bonds	-	174,077	-	174,077
Corporate bonds	-	27,348	-	27,348
Mortgage backed securities	-	199	-	199
Fixed income mutual funds	3,627,588	-	-	3,627,588
Equity mutual funds	6,938,813	-	-	6,938,813
Balanced mutual funds	2,707,098	-	-	2,707,098
Real estate mutual funds	28,303	-	-	28,303
Commodities mutual funds	28,093	-	-	28,093
Exchange traded funds	<u>4,992,565</u>	<u>-</u>	<u>-</u>	<u>4,992,565</u>
Total investments	<u>20,552,450</u>	<u>201,624</u>	<u>-</u>	<u>20,754,074</u>
Assets limited as to use				
Cash equivalents	<u>6,504,564</u>	<u>-</u>	<u>-</u>	<u>6,504,564</u>
Beneficial interest in perpetual trusts	<u>-</u>	<u>-</u>	<u>1,147,561</u>	<u>1,147,561</u>
Total	<u><u>\$ 27,057,014</u></u>	<u><u>\$ 201,624</u></u>	<u><u>\$ 1,147,561</u></u>	<u><u>\$ 28,406,199</u></u>

**LOOMIS HOUSE, INC., LOOMIS COMMUNITIES, INC., AND
LOOMIS SENIOR LIVING, INC.**

Notes Consolidated Financial Statements

Note 5 - Fair Values of Financial Instruments (Continued)

The changes in investments measured at fair value for which the Communities have used Level 3 inputs to determine fair value are as follows:

	<i>Beneficial Interest in Perpetual Trusts</i>
Balance at January 1, 2014	\$ 1,219,000
Interest and dividends	24,964
Fees	(9,482)
Transfers	(86,447)
Realized gains	10,357
Unrealized loss on assets still held at December 31, 2014	(10,831)
	<hr/>
Balance at December 31, 2014	\$ <u>1,147,561</u>

The following table presents quantitative information about significant unobservable inputs used in Level 3 fair value measurements at December 31, 2014:

	<i>2014 Fair Value</i>	<i>Valuation Technique</i>	<i>Unobservable Input</i>	<i>Range (Weighted Average)</i>
Beneficial interest in perpetual trusts	\$ 1,147,561	Market approach based on underlying securities	None	N/A

The assets held in trust are managed by an independent third party trustee, and the Communities have no authority over investment decisions. Thus, they are classified as Level 3 within the fair value hierarchy levels.

**LOOMIS HOUSE, INC., LOOMIS COMMUNITIES, INC., AND
LOOMIS SENIOR LIVING, INC.**

Notes Consolidated Financial Statements

Note 6 - Concentration of Credit Risk

Loomis House, Inc. and Loomis Lakeside at Reeds Landing grant credit without collateral to its residents, most of whom are insured under third-party payor agreements. Loomis Communities, Inc.'s residents are privately funded.

The mix of receivables from residents and third-party payors for 2014 is as follows:

Private	\$ 719,026
Medicaid	407,715
Medicare	396,155
Other third-party payors	528,638
	2,051,534
Allowance	(214,695)
Accounts receivable - residents, net	<u>\$ 1,836,839</u>

Note 7 - Property and Equipment

The following is a summary at December 31, 2014:

Land	\$ 2,531,584
Land improvements	1,595,813
Buildings	67,356,624
Building improvements	20,371,240
Furniture and equipment	7,318,489
Motor vehicles	407,498
Construction in process	239,211
	99,820,459
Less: accumulated depreciation and amortization	(42,694,118)
	<u>\$ 57,126,341</u>

Construction in process is for various apartment renovations, building expansion and improvement at Loomis House Nursing Center, and other miscellaneous renewals and improvements across the communities.

**LOOMIS HOUSE, INC., LOOMIS COMMUNITIES, INC., AND
LOOMIS SENIOR LIVING, INC.**

Notes Consolidated Financial Statements

Note 8 - Deferred Expenses

Deferred expenses, net of accumulated amortization, at December 31, 2014 of \$1,501,593, represent financing costs related to obtaining bond financing, as well as sales and promotional costs associated with the development of Loomis Communities, Inc. Deferred expenses also include various legal and accounting costs associated with the acquisition of Applewood and architectural costs for the potential expansion of the Loomis Communities, Inc. properties as well as expenses incurred towards the purchase of nursing facility bed licenses.

The promotional deferred expenses are being amortized over the estimated lives of the initial residents when the units were placed in service. The deferred financing costs are being amortized over the term of the bond agreements.

Note 9 - Entrance Fees

The retirement communities have various residency plans. The majority of entrance fees for independent living units are refundable at a minimum of 80%. The remaining entrance fees are amortized over the resident's life expectancy. Entrance fees for assisted living apartments are 80% refundable, and the remaining 20% is amortized over the resident's life expectancy. In addition, certain entrance fees are refundable on a declining basis. Entrance fee contracts acquired in the purchase of Loomis Lakeside at Reed's Landing include both 85% refundable and declining balance contracts amortized over the resident's life expectancy. Any new agreements for Loomis Lakeside entered into after August 19, 2009 is either a 90% refundable contract or a declining balance contract and amortized over the resident's life expectancy.

The following is a summary of total refundable entrance fees at December 31, 2014:

Refundable entrance fees	\$ 65,768,874
Less: current portion	<u>(9,293,000)</u>
Non-current refundable entrance fees	<u>\$ 56,475,874</u>

**LOOMIS HOUSE, INC., LOOMIS COMMUNITIES, INC., AND
LOOMIS SENIOR LIVING, INC.**

Notes Consolidated Financial Statements

Note 10 - Bonds Payable

Bonds payable consist of the following at December 31, 2014:

Series 2013A Bonds	\$ 21,215,000
Series 2013B Bonds	2,180,000
 Total bonds payable	 23,395,000
Unamortized discount	(316,809)
 Carrying value of bonds	 23,078,191
Less: current maturities	(770,000)
 Bonds payable, net of current maturities	 <u>\$ 22,308,191</u>

In September 2013, Loomis House, Inc. and Loomis Communities, Inc. (the “Obligated Group”) refinanced two bond series and a mortgage held by the Obligated Group into the Series 2013 Revenue Bonds from the Massachusetts Development Finance Agency (“MDFA”). The 2013 bonds consist of Series A bonds, which require annual sinking fund installments of amounts ranging from \$245,000 to \$8,500,000 beginning in 2017 through 2033 and carry interest rates ranging from 3.00% to 6.00% and Series B bonds, which require annual sinking fund installments of amounts ranging from \$320,000 to \$785,000 beginning in 2014 through 2017 and carry interest rates ranging from 2.50% to 4.25%.

The Series 2013A bonds are subject to optional redemption prior to maturity after January 1, 2023, as a whole or in part at a redemption price equal to the principal amount being redeemed, plus accrued interest, without premium. The Series 2013B bonds are not subject to optional redemption prior to maturity.

The Obligated Group makes twelve monthly debt service payments into a debt services reserve fund each year in order to satisfy the interest and principal payments on the bonds. Interest payments are due each July 1 and January 1.

The bonds are secured by a mortgage on the land and buildings owned by the Obligated Group and a security interest in all of the personal property of the Obligated Group including equipment, furnishings, accounts receivable and monies received from operations.

The Series 2013 bonds are reported net of a discount of \$316,809 at December 31, 2014. The discount is amortized over the life of the bonds.

Total interest expense related to the 2013 bonds was \$1,197,864 for the year ended December 31, 2014.

The Obligated Group is required to satisfy certain bond covenant requirements in connection with the bonds payable, including maintaining certain financial ratios. Under the terms of the bond agreements, the Obligated Group is required to maintain a debt service fund, a debt service reserve fund, and a renewal and replacement fund. In addition, a project fund is maintained from bond proceeds to be used for the renovation project at Applewood and other capital projects. As of December 31, 2014, the Obligated Group was in compliance with all covenant requirements.

**LOOMIS HOUSE, INC., LOOMIS COMMUNITIES, INC., AND
LOOMIS SENIOR LIVING, INC.**

Notes Consolidated Financial Statements

Note 10 - Bonds Payable (Continued)

Maturities of the bonds payable over the next five years and in the aggregate are as follows for the years ending December 31:

2015	\$ 770,000
2016	785,000
2017	870,000
2018	915,000
2019	950,000
Thereafter	<u>19,105,000</u>
	<u><u>\$ 23,395,000</u></u>

Note 11 - Mortgage Notes Payable

Following is a summary of mortgage notes payable as of December 31, 2014:

When Loomis Lakeside at Reeds Landing purchased certain assets and liabilities of Western Massachusetts Lifecare Corporation on August 18, 2009, it entered into a mortgage agreement with a bank that requires Loomis Senior Living, Inc. to pay monthly installments of \$25,769, including principal and interest at a rate of 6.25% through August 18, 2029. The interest rate is subject to review on August 19, 2015. The mortgage is secured by a first priority leasehold mortgage, security interest in the ground lease, assets acquired in the purchase transaction, all resident contracts existing and executed for the retirement community, and licenses on the retirement community. Loomis Lakeside at Reeds Landing is also required to maintain a reserve fund equal to the principal and interest amounts due for the next five years, which will be reduced annually (see Note 3). Interest expense for the year ended December 31, 2014 totaled \$239,917.

\$ 2,946,929

Loomis Lakeside at Reeds Landing also entered into a bridge loan agreement with two private institutions relative to the purchase transaction. No cash payments on the loan were required until August 1, 2011. Commencing on August 1, 2011, Loomis Lakeside at Reeds Landing began paying interest only on the loan at a rate of 5% per annum until July 1, 2014. Commencing on July 1, 2014, Loomis Lakeside at Reeds Landing began paying monthly installments of \$10,694 including principal and interest at a rate of 5% through August 1, 2024. The mortgage is secured by an interest in the mortgage and gross revenues.

975,502

Total mortgage notes payable

3,922,431

Less: current maturities

209,958

Mortgage notes payable, net of current maturities

\$ 3,712,473

**LOOMIS HOUSE, INC., LOOMIS COMMUNITIES, INC., AND
LOOMIS SENIOR LIVING, INC.**

Notes Consolidated Financial Statements

Note 11 - Mortgage Notes Payable (Continued)

Maturities of the mortgage notes payable in the aggregate and for the next five years are as follows for the years ending December 31:

2015	\$	209,958
2016		219,298
2017		232,953
2018		246,885
2019		271,024
Thereafter		<u>2,742,313</u>
	\$	<u><u>3,922,431</u></u>

Note 12 - Net Assets

A summary of unrestricted net assets by designation as of December 31, 2014 is as follows:

Undesignated	\$	(21,182,672)
Designated by the Board:		
Endowment		7,899,034
Reeds Landing Philanthropic Fund		<u>276,247</u>
	\$	<u><u>(13,007,391)</u></u>

**LOOMIS HOUSE, INC., LOOMIS COMMUNITIES, INC., AND
LOOMIS SENIOR LIVING, INC.**

Notes Consolidated Financial Statements

Note 12 - Net Assets (Continued)

Temporarily restricted net assets include realized and unrealized appreciation on permanently restricted net assets, unexpended restricted investment income and temporarily restricted contributions. Temporarily restricted net assets consisted of the following at December 31, 2014:

Endowment appreciation:	
Barbara G. Sheldon Memorial Fund	\$ 821,576
Other funds	<u>373,687</u>
 Total endowment appreciation	 1,195,263
 Friendship Fund	 210,742
Loomis Village Landscaping	86,143
Other purposes	78,932
Applewood Reserve Fund	41,567
Applewood General Fund	40,109
Scholarship Fund	<u>17,879</u>
	 <u><u>\$ 1,670,635</u></u>

During the year ended December 31, 2014, net assets were released from restrictions by incurring expenses satisfying the restricted purposes or by the occurrence of other events specified by donors.

The following is a summary of net assets released from restrictions during the year ended December 31, 2014:

Friendship Fund	\$ 25,000
Scholarship Fund	3,000
Other purposes	<u>10,233</u>
	 <u><u>\$ 38,233</u></u>

**LOOMIS HOUSE, INC., LOOMIS COMMUNITIES, INC., AND
LOOMIS SENIOR LIVING, INC.**

Notes Consolidated Financial Statements

Note 12 - Net Assets (Continued)

Permanently restricted net assets are investments to be held in perpetuity, the income from which is expendable for operations of Loomis Communities, Inc. Permanently restricted net assets consisted of the following at December 31, 2014:

Barbara G. Sheldon Memorial Fund	\$ 524,993
Arthur Rankin Trust	100,000
Horace and Eloise Fuller Trust	1,045,200
Loomis Village Endowment	<u>57,180</u>
 Total endowment	 1,727,373
 Beneficial interest in perpetual trusts	 <u>1,147,561</u>
	 <u><u>\$ 2,874,934</u></u>

Note 13 - Endowment Net Assets

The following is a summary of endowment net asset composition by type of fund at December 31, 2014:

	<i>Unrestricted</i>	<i>Temporarily Restricted</i>	<i>Permanently Restricted</i>	<i>Total</i>
Donor restricted endowment funds	\$ -	\$ 1,195,263	\$ 1,727,373	\$ 2,922,636
Board designated funds	<u>7,899,034</u>	<u>-</u>	<u>-</u>	<u>7,899,034</u>
 Total funds	 <u><u>\$ 7,899,034</u></u>	 <u><u>\$ 1,195,263</u></u>	 <u><u>\$ 1,727,373</u></u>	 <u><u>\$ 10,821,670</u></u>
 Net assets, beginning of year	 <u>\$ 7,616,857</u>	 <u>\$ 1,150,470</u>	 <u>\$ 1,670,193</u>	 <u>\$ 10,437,520</u>
Investment return:				
Investment income	134,496	44,950	-	179,446
Net appreciation (realized and unrealized)	<u>147,681</u>	<u>902</u>	<u>-</u>	<u>148,583</u>
Total investment return	<u>282,177</u>	<u>45,852</u>	<u>-</u>	<u>328,029</u>
Appropriation of endowment assets for expenditure	-	(1,059)	-	(1,059)
Net asset reclassification	<u>-</u>	<u>-</u>	<u>57,180</u>	<u>57,180</u>
 Net assets, end of year	 <u><u>\$ 7,899,034</u></u>	 <u><u>\$ 1,195,263</u></u>	 <u><u>\$ 1,727,373</u></u>	 <u><u>\$ 10,821,670</u></u>

**LOOMIS HOUSE, INC., LOOMIS COMMUNITIES, INC., AND
LOOMIS SENIOR LIVING, INC.**

Notes Consolidated Financial Statements

Note 14 - Operating Leases

The Communities lease medical and office equipment under various operating leases expiring through February 2017. Rent expense for the equipment was \$33,729 for the year ended December 31, 2014.

On August 18, 2009, the Communities entered into a ground lease expiring through August 2084. Rent expense for the ground lease was \$40,133 for the year ended December 31, 2014.

The following is a summary of future minimum lease commitments existing under these leases for the years ending December 31:

2015	\$ 78,700
2016	60,500
2017	54,200
2018	50,600
2019	43,300
Thereafter	<u>2,612,000</u>
	<u><u>\$ 2,899,300</u></u>

Note 15 - Medical Malpractice Claims

The Communities purchase professional and general liability insurance to cover medical malpractice claims on an occurrence basis. There are no known claims or incidents that may result in the assertion of additional claims. In addition, management believes that claims for unknown incidents that may be asserted arising from services provided to residents are covered by insurance.

Note 16 - Retirement Plan

The Communities have a 403(b) retirement plan for all employees. Employer matching contributions are determined at the discretion of the Communities and are based on the employees' elected deferrals. Employer contributions for the year ended December 31, 2014 were \$186,475.

**LOOMIS HOUSE, INC., LOOMIS COMMUNITIES, INC., AND
LOOMIS SENIOR LIVING, INC.**

Notes Consolidated Financial Statements

EXCERPTS FROM AUDITED FINANCIAL STATEMENTS

2013 and 2012

Loomis House, Inc., Loomis Communities, Inc., and Loomis Senior Living, Inc.

Consolidated Statements of Operations
Years Ended December 31, 2013 and 2012

	2013	2012
Unrestricted revenues:		
Resident services	\$ 16,754,478	\$ 16,436,282
Net patient service revenue - private	4,145,397	6,063,382
Net patient service revenue - publicly aided	7,144,790	5,955,701
Amortization of entrance fees	1,544,014	1,845,883
Other	1,096,747	1,207,750
Total unrestricted revenues	30,685,426	31,508,998
Expenses:		
Nursing services	7,292,046	6,933,305
General and administrative	6,549,612	6,248,626
Food services	5,473,855	5,417,007
Depreciation and amortization	3,533,912	3,254,495
Plant operations	3,708,959	3,554,396
Interest expense	1,641,245	1,760,236
Housekeeping	1,227,758	1,206,586
Assisted living	1,036,813	1,021,204
Recreation and restorative therapy	1,372,205	1,372,440
Security	548,143	523,841
Laundry	291,851	291,059
Transportation	214,062	222,971
Home care	738,086	740,475
Wellness	162,139	160,065
Total expenses	33,790,686	32,706,706
Operating loss	(3,105,260)	(1,197,708)
Unrestricted nonoperating gains (losses) and other support:		
Interest income	106,101	104,088
Income on investments	241,526	339,819
Net realized gains on investments ;	1,868,399	905,440
Other than temporarily impaired investment losses		(31,327)
Contributions	257,647	125,030
Grant income	485	
Philanthropy expenses	(132,534)	(108,257)
Change in value of split-interest agreements	(31,235)	(22,477)
Gain (loss) on disposal of fixed assets	9,260	(131,030)
Bond issuance costs	(590,710)	
Net assets released from restrictions	129,674	140,203
Total unrestricted nonoperating gains and other support	1,858,613	1,321,489
Excess (deficit) of revenues over expenses and unrestricted nonoperating gains and other support	(1,246,647)	123,781
Other changes in unrestricted net assets:		
Unrealized gains on investments	258,753	522,611
Change in unrestricted net assets	\$ (987,894)	\$ 646,392

See notes to consolidated financial statements.

UNAUDITED FINANCIAL STATEMENTS

Quarter Ended 09/30/15

EXHIBIT 14
Loomis House Retirement Community
Statement of Revenue & Expenses
For the Period Ending September 30, 2015

	Actual Month	Budget Month	Variance	Actual Year To Date	Budget Year To Date	Variance
<i>Operating Revenue</i>						
<i>Resident Service Fees</i>	172,523	192,166	(19,643)	1,688,142	1,729,498	(41,357)
<i>Entrance Fee Amortization</i>	5,476	7,223	(1,747)	79,809	65,011	14,798
<i>Resident Subsidy</i>	(7,716)	0	(7,716)	(24,116)	0	(24,116)
<i>Home Care</i>	9,043	13,815	(4,772)	98,055	124,335	(26,280)
<i>Guest Meals</i>	697	736	(40)	6,282	6,624	(342)
<i>Employee Meals</i>	1,426	1,550	(125)	12,428	13,950	(1,522)
<i>Guest Room</i>	0	370	(370)	640	3,330	(2,690)
<i>Other Resident Services</i>	751	640	111	9,323	5,760	3,563
<i>Contract Services</i>	4,288	4,288	(0)	38,593	38,593	(0)
<i>Total Operating Revenue</i>	186,487	220,789	(34,302)	1,909,156	1,987,101	(77,945)
<i>Operating Expense</i>						
<i>Administrative</i>	50,312	50,220	(92)	443,645	462,816	19,171
<i>Property & Related</i>	19,938	19,295	(642)	166,218	183,404	17,186
<i>Depreciation & Amortization</i>	22,963	22,023	(939)	207,341	198,209	(9,132)
<i>Security</i>	7,755	8,214	460	74,324	74,356	32
<i>Maintenance</i>	22,491	24,040	1,548	209,410	216,852	7,442
<i>Housekeeping</i>	6,308	6,308	0	56,772	56,772	0
<i>Laundry & Linen</i>	259	309	50	3,085	2,783	(302)
<i>Food Service</i>	52,117	55,900	3,783	464,771	467,079	2,308
<i>Resident Health Services</i>	5,571	5,776	205	53,179	52,563	(616)
<i>Assisted Living</i>	14,595	15,085	490	136,570	137,851	1,281
<i>Home Care</i>	11,253	11,608	355	108,401	105,953	(2,448)
<i>Nursing Center Care</i>	16,110	5,610	(10,500)	62,970	51,047	(11,923)
<i>Professional Services</i>	129	134	5	1,161	1,209	48
<i>Recreation Services</i>	4,638	5,295	657	42,529	48,115	5,586
<i>Resident Services</i>	5,007	4,979	(28)	45,719	45,309	(410)
<i>Transportation</i>	4,125	4,793	667	44,679	43,746	(932)
<i>Total Operating Expense</i>	243,570	239,589	(3,982)	2,120,775	2,148,064	27,289
<i>Net Excess Operating Revenue (Expense)</i>	(57,083)	(18,800)	(38,283)	(211,619)	(160,963)	(50,656)
<i>Non-operating Revenue & Expense</i>						
<i>Interest Income</i>	37,655	1,788	35,867	202,093	16,092	186,001
<i>Allocated Donations</i>	1,250	680	570	11,727	6,120	5,607
<i>Donations</i>	375	0	375	2,505	0	2,505
<i>Unrealized Gains/Losses on Investments</i>	(503,424)	0	(503,424)	(1,017,433)	0	(1,017,433)
<i>Realized Gains & Losses On Investments</i>	12,456	0	12,456	13,969	0	13,969
<i>Change in Value of Trust</i>	0	0	0	(17,285)	0	17,285
<i>Dividends</i>	11	18,695	(18,684)	6,361	168,255	(161,894)
<i>Income form Beneficiary Truse</i>	0	0	0	10,058	0	10,058
<i>Investment Fees</i>	0	(5,317)	5,317	(41,228)	(47,850)	6,623
<i>Total Non-operating Revenue & Expense</i>	(451,677)	15,846	(467,524)	(794,663)	142,617	(937,280)
<i>Net Revenue (Expense)</i>	(508,760)	(2,953)	(505,807)	(1,006,282)	(18,346)	(987,936)

Loomis Village
Statement of Revenue & Expenses
For the Period Ending September 30, 2015

	Actual Month	Budget Month	Variance	Actual Year To Date	Budget Year To Date	Variance
<i>Operating Revenue</i>						
Resident Service Fees	508,672	508,798	(127)	4,604,831	4,579,185	25,646
Entrance Fee Amortization	25,686	38,899	(13,213)	319,382	350,094	(30,712)
Home Care	19,562	29,183	(9,621)	180,949	262,646	(81,697)
Guest Meals	3,883	4,617	(735)	42,659	41,555	1,105
Employee Meals	1,546	1,438	108	13,041	12,938	103
Transportation	1,281	1,450	(169)	11,074	13,050	(1,976)
Guest Rooms	800	1,358	(558)	11,739	12,220	(481)
Village Store	199	261	(61)	2,238	2,347	(110)
Other Resident Services	3,150	2,917	233	28,553	26,252	2,301
Rental Income	1,225	1,250	(25)	11,025	11,250	(225)
Wait List Income	129	33	95	529	300	229
Internal Move Fee	0	0	0	10,710	0	10,710
Total Operating Revenue	566,131	590,204	(24,073)	5,236,730	5,311,837	(75,108)
<i>Operating Expense</i>						
Administrative	91,114	94,202	3,087	860,443	869,188	8,745
Property & Related	90,758	100,906	10,148	912,099	910,678	(1,421)
Depreciation & Amortization	115,944	115,730	(214)	1,043,774	1,041,571	(2,203)
Security	15,011	15,394	383	138,603	139,050	448
Maintenance	53,394	58,661	5,266	468,812	530,373	61,561
Housekeeping	33,180	26,925	(6,255)	236,633	245,413	8,780
Laundry & Linen	1,035	1,374	339	11,155	12,362	1,206
Food Service	114,430	117,543	3,113	1,019,411	995,864	(23,547)
Resident Health Services	6,553	6,432	(121)	57,637	58,786	1,149
Assisted Living	32,999	32,475	(524)	323,213	296,533	(26,680)
Home Care	11,752	22,558	10,806	118,102	205,856	87,755
Nursing Center Care	5,610	5,219	(391)	50,175	47,495	(2,680)
Professional Services	259	270	11	2,331	2,428	97
Recreation Services	3,680	6,462	2,782	53,829	58,653	4,824
Resident Services	4,610	4,705	95	42,074	42,939	865
Village Store	(64)	245	309	2,045	2,205	160
Transportation	3,198	4,614	1,416	35,663	41,905	6,242
Total Operating Expense	583,464	613,715	30,251	5,375,997	5,501,299	125,303
Net Excess Operating Revenue (Expense)	(17,332)	(23,510)	6,178	(139,267)	(189,462)	50,195
<i>Non-operating Revenue & Expense</i>						
Interest and Dividend Income	4,446	950	3,496	10,969	8,553	2,416
Dividend Income	0	1,125	(1,125)	4,744	10,125	(5,381)
Allocated Donations	1,250	1,218	32	11,727	10,962	765
Unrestricted Donations	2,050	0	2,050	2,350	0	2,350
Restricted Donations	750	0	750	23,296	0	23,296
Unrealized Gains/Losses on Investments	(23,945)	0	(23,945)	(60,066)	0	(60,066)
Realized Gains & Losses On Investments	3,716	0	3,716	3,748	0	3,748
Investment Fees	0	(638)	638	(6,100)	(5,742)	(358)
Total Non-operating Revenue & Expense	(11,733)	2,655	(14,388)	(9,332)	23,898	(33,229)
Net Revenue (Expense)	(29,065)	(20,855)	(8,210)	(148,599)	(165,564)	16,966

Actual Month	Budget Month	Variance	Actual Year To Date	Budget Year To Date	Variance
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Resident Service Fees	327,816	328,567	(751)	2,992,142	2,957,105	35,037
Entrance Fee Amortization	56,652	30,390	26,262	315,217	273,514	41,703
Nursing Home Revenue	(10,667)	11,670	(22,337)	82,754	105,026	(22,272)
Home Care	14,080	24,054	(9,975)	182,884	216,488	(33,604)
Administrative Fees	6,870	6,870	0	62,135	61,830	305
Long Term Care Insurance	1,181	2,330	(1,149)	19,488	20,974	(1,486)
Guest Meals	643	908	(264)	3,349	8,168	(4,819)
Employee Meals	203	226	(23)	1,663	2,030	(366)
Transportation	364	378	(13)	3,657	3,398	260
Guest Room	1,308	1,376	(68)	14,442	12,380	2,063
Other Resident Services	2,153	1,574	579	12,222	14,168	(1,946)
Country Store	2,667	2,635	32	23,232	23,715	(483)
Contract Service Income	0	0	0	30	0	30
Wait List Income	0	100	(100)	1,000	900	100
Total Operating Revenue	403,270	411,077	(7,807)	3,714,214	3,699,694	14,520

Administrative	76,226	79,575	3,349	713,553	734,772	21,220
Property & Related	63,686	56,770	(6,916)	606,393	552,179	(54,214)
Depreciation & Amortization	71,807	71,517	(290)	658,254	643,652	(14,602)
Security & Reception	13,413	12,864	(549)	115,896	117,310	1,414
Maintenance	27,449	27,430	(18)	241,218	248,514	7,296
Housekeeping	21,581	21,306	(275)	188,028	194,140	6,112
Laundry & Linen	998	989	(9)	9,589	8,904	(684)
Food Service	77,696	69,656	(8,040)	609,191	582,575	(26,616)
Health Services	7,380	8,082	703	78,406	73,773	(4,633)
Assistance with Living	20,524	23,210	2,686	183,090	211,791	28,700
Nursing Care	20,170	24,858	4,688	207,741	223,986	16,245
Professional Services	172	180	8	1,548	1,620	72
Long term Care Insurance	929	2,330	1,402	19,557	20,974	1,417
Recreation Services	4,061	3,862	(200)	33,372	35,054	1,682
Resident Services	2,319	2,295	(23)	20,750	20,955	204
Country Store	4,186	3,610	(576)	36,759	32,706	(4,053)
Transportation	3,878	3,436	(441)	31,423	31,217	(206)
Total Operating Expense	416,473	411,971	(4,502)	3,754,768	3,734,122	(20,646)

Interest Income	1,676	8	1,668	5,230	75	5,155
Dividend Income	0	1,000	(1,000)	3,593	9,000	(5,407)
Donations	0	0	0	19,625	0	19,625
Allocated Donations	1,250	1,948	(698)	11,727	17,532	(5,805)
Unrealized Gains/Losses on Investments	(13,903)	0	(13,903)	(31,023)	0	(31,023)
Realized Gains & Losses On Investments	2,724	0	2,724	2,734	0	2,734
Investment Fees	0	(609)	609	(3,827)	(5,478)	1,651
Total Non-operating Revenue & Expense	(8,253)	2,348	(10,601)	8,060	21,129	(13,069)
Net Revenue (Expense)	(21,456)	1,453	(22,909)	(32,494)	(13,299)	(19,196)