



OPUS NEWTON DISCLOSURE STATEMENT (AS OF MAY 8, 2023)

In accordance with Massachusetts General Laws Chapter 93, Section 76(b), we are providing this information to you as a prospective resident of Opus Newton, the continuing care retirement community which we are planning to develop and operate at 777 Winchester Street, Newton, MA 02459 (the "Community").

1. General Information.

Name of Provider: 2Life Opus Newton LLC
Address: 777 Winchester Street, Newton, MA 02461
Phone: 617-514-0228
Fax: 617-912-8489
Email: opus@2lifecommunities.org

Name of Managing Member of Provider: 2Life Opus Newton Inc.
Address of Provider: 30 Wallingford Road, Brighton, MA 02135.
Phone: 617-514-0228
Fax: 617-912-8489

The development of Opus Newton is carried out by the Provider, 2Life Opus Newton LLC, a Massachusetts single member limited liability company whose sole and managing member is 2Life Opus Newton Inc., a Massachusetts charitable corporation whose sole member is 2Life Opus Inc. The sole member of 2Life Opus Inc. is 2Life Communities Inc. a Massachusetts charitable organization. 2Life Communities is a non-sectarian, not-for-profit corporation, as described in Section 501(c)(3) of the Internal Revenue Code, and is exempt from federal income taxes on related income pursuant to Section 501(a) of the Internal Revenue Code. 2Life Communities Inc.'s sponsorship and involvement is further described in Section 4.

2. Officers and Directors of Provider.

The Provider is 2Life Opus Newton LLC whose sole member is 2Life Opus Newton Inc. 2Life Opus Newton Inc. is controlled by 2Life Opus Inc. which is controlled by 2Life Communities Inc. The current Officers and Directors of 2Life Opus Inc., with their respective functional titles, are:

Jeffrey Sacks, Chair and Director; also 2Life Communities Inc. Chair and Director
Robert Gifford, Director; also 2Life Communities Inc. Director
Adam Scott, Director; also 2Life Communities Inc. Director

Amy Schectman, President; also 2Life Communities Inc. President and CEO
Karen Edlund, Treasurer; also 2Life Communities Inc. Treasurer and CFO
Lizbeth Heyer, Clerk; also 2Life Communities Inc. Assistant Clerk and Vice President

You can learn more about 2Life Communities and Opus Newton, including the current leadership, and view the list of the Boards of Directors on our website here: <https://www.2lifecommunities.org/about-us>.

3. Business Experience of the Provider.

2Life Communities, formally known as JCHE, was founded in 1965. Over nearly sixty years, 2Life has sponsored and now owns and manages 1,588 apartments for residents ages 62 and older at six campuses in Boston, Brookline, Newton, Framingham, and Shirley. In addition to Opus Newton, 2Life is actively developing another 581 apartments for older adults at its existing campuses in Boston, Newton and Shirley, and new communities in Lynn and Waltham. A schedule of current properties and future properties is included in Exhibit D.

The apartments primarily serve low- and moderate-income older adults. 2Life welcomes seniors from all backgrounds and enables aging in communities of engagement, connection, and purpose by providing high-quality housing that is broadly affordable, continually evolving support services to meet the needs of our diverse residents as they age, building connections and community within our walls and in our surrounding neighborhoods, and promoting aging in community as a first choice.

2Life Opus Newton Inc. was organized on March 7, 2022 for the purpose of developing Opus Newton. 2Life Opus Newton Inc.'s charitable purposes as described in the Articles of Organization include the development and ownership of housing for the elderly. Opus Newton will be 2Life's first community based on the continuing care retirement community model.

4. Legal and Affiliation Status.

2Life Opus Newton LLC, the Provider, is primarily responsible for entering into contracts for construction and operations and securing financing for Opus Newton. It is solely responsible for servicing the debt associated with the entire project, as well as for holding of Opus Share funds and payment of Opus Share refunds pursuant the Residency and Services Agreement. Opus Share funds are expected to be used to repay the short term tax-exempt bonds used to finance the Community, and make debt service payments and cover operating shortfalls during the initial fill-up period.

2Life Opus Newton Inc., a Massachusetts charitable organization and sole member of the Provider, is party to certain financing agreements for the construction of Opus Newton. 2Life Communities Inc. is making a capital contribution to the construction of Opus Newton and is also party to certain agreements to provide additional support for the construction of Opus Newton, if needed.

5. Description of Community.

Opus Newton is being constructed in a wooded area located at 777 Winchester Street at the corner of Nahanton Street in Newton, sharing a campus with the Leventhal Sidman Jewish Community Center of Greater Boston and 2Life's Coleman House affordable living community which is owned and operated by a 2Life affiliate. Opus Newton will have 174 one- and two-bedroom apartments as well as common area amenities and an enclosed parking garage. The construction completion date is anticipated for Summer 2025, with occupancy beginning shortly thereafter.

The Community's amenities include: café/restaurant, convenience store, multipurpose/meeting rooms, classrooms, art studio, library, fitness/aerobics center, mail room, volunteer hub, wellness center, lounge areas, salon, courtyards and outdoor terraces, garden areas and walking trails.

Opus Newton will offer on-site care navigation for residents needing supportive services. Additional wellness services and programming will be arranged by Opus care navigator staff for those residents desiring long-term supports on a fee-for-service basis, with the services supplied by third party care partners who will be co-located on-site so that they can provide services to residents in the apartment or in the wellness center.

6. Certified Financial Statements.

2Life Opus Newton LLC began operations in March 2023. Financial statements are prepared quarterly and available 45 days following the end of the quarter. A copy of the most recent unaudited quarterly financial statement will be available upon request.

The financing described under Section 7 includes sufficient working capital to fund anticipated start-up costs prior stabilized occupancy.

Provider will make provision for reserve funds to enable it to meet its future obligations under Residency and Services Agreements. The adequacy of such reserves will be reviewed periodically by the Provider's accounting firm. Funds held in reserve will be professionally managed and monitored by the Investment Committee of 2Life Communities Inc. Board of Directors.

7. Sources and Uses of Funds.

On March 13, 2023, MassDevelopment issued the Series 2023A, 2023B, 2023C and 2023D s tax-exempt 501(c)(3) bonds totaling \$129,000,000, the proceeds of which are being loaned to 2Life Opus Newton LLC.

The source and application of the funds to be used in the purchase and construction of the Community are as follows.

- A. Estimated cost of purchasing the land, constructing the roadway and all site infrastructure work, and constructing and equipping the residential building and connector, including all financing, legal, architectural and engineering costs:

Acquisition related costs:	\$8,420,000
Construction & Design:	\$113,383,052
Soft Costs (including Marketing):	\$12,559,451
Financing Costs/Reserves:	\$21,630,000
Total Development Costs:	\$155,992,503

- B. Financing sources:

Short-term tax-exempt bond funds (Series A, B, C):	\$100,000,000
Long-term tax-exempt bond funds (Series D):	\$29,000,000
Equity:	\$26,992,503

- C. Estimated Opus Share Equity (Opus Share entrance fees):

\$122,200,000 (\$100,000,000 of which will be used to pay down the short-term bonds).

- D. Start-up and Reserve Funds: \$16,750,000 used to pay for capitalized interest during construction and fund a debt service reserve.

- E. Estimated annual income from monthly fees \$7,200,000 at stabilized occupancy. Individual estimated rates are shown on Exhibit C and are subject to change. Opus Newton does not anticipate receiving government subsidies for any services.

8. Other Attached Documents.

The Documents described have been filed with the Massachusetts Executive Office of Elder Affairs.

Exhibit A: Opus Newton Deposit Agreement

Exhibit B: Opus Newton Residency and Services Agreement (current form)

Exhibit C: Apartment fee schedule; monthly fees are calculated based on a 5% vacancy assumption.

Exhibit D: 2Life Communities properties schedule

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DEPOSIT AGREEMENT

Subject to the terms of this Deposit Agreement (“**Agreement**”), you have been accepted by 2Life Opus Newton, Inc. (the “**Sponsor**” or “**we**” or “**us**” as the context requires) as a future resident of Opus Newton, a continuing care retirement community established pursuant to Massachusetts General Laws Chapter 93 Section 76, located at 777 Winchester Street, Newton, MA (“**Opus Newton**” or the “**Community**”). You acknowledge and agree that your eligibility to reside in the Community will be verified again within sixty (60) days prior to the move-in date (“**Move-In Date**”).

This Agreement sets forth the terms and conditions related to the Deposit (defined below) associated with your selected Apartment Home #_____ (“**Apartment Home**”).

Any capitalized terms used in this Agreement that are not defined will have the meaning contained in the Residency and Services Agreement to be entered into between the Sponsor and you (“**Residency Agreement**”), a draft of the form of which is attached as **Exhibit A**.

If more than one person is signing this Agreement, the terms “I”, “my”, “me”, “you”, “your” and “Resident” refer to each of you individually, and to both of you together, and the rights and obligations of each of you are joint and several.

1. Residency Agreement

You acknowledge that you have reviewed the draft form of Residency Agreement. You understand that you will be required to sign the final Residency Agreement for your Apartment Home prior to the Move-In Date, in addition to other documents pertaining to your residency. The final Residency Agreement you will sign is expected to be substantially similar to the draft form of Residency Agreement attached as **Exhibit A**. We will notify you of any substantive changes to the draft form of Residency Agreement within a reasonable period of time prior to the Move-In Date.

We will provide you with notice of the estimated Move-In Date for your Apartment Home as soon as possible prior to such date. Once eligibility for residency is re-verified, you will sign the final Residency Agreement and pay your **Opus Share** (the entrance fee described in the Residency Agreement) prior to the Move-In Date. This Agreement shall terminate upon the signing of the final Residency Agreement.

2. Deposit

I wish to apply my Opus Newton Priority Deposit of \$500, which I have already paid, to the Deposit required to formally reserve my Apartment Home, and agree to the following terms and conditions in connection thereto:

A. Deposit

The Deposit required to reserve an Apartment Home that is equal to Five Percent (5%) of your Opus Share. The Opus Share associated with your Apartment Home is \$_____. Therefore, the Deposit to be paid with this Agreement is \$_____ (“**Deposit**”). All deposits will be held in a federally insured bank. At the same time, you may elect to complete and sign the Refund Beneficiary Designation Form for the Deposit, attached as **Exhibit C**, which will be valid until you enter into the final Residency Agreement when you will execute a new beneficiary designation form.

B. Deposit Refunds

Please review carefully the following circumstances under which this Agreement may be terminated prior to signing the final Residency Agreement, and in particular, when you will be entitled to receive a full refund of your Deposit (“**Deposit Refund**”), and when you will be required to pay an administrative fee equal to one percent (1%) of the Opus Share (the “**Administrative Fee**”) on account of such termination:

- i. *Termination by Us Due to Change in Eligibility:* If you are no longer eligible to reside at the Community due to a change in your financial eligibility, this Agreement shall terminate and Opus Newton will pay a Deposit Refund to you, your estate or your designated beneficiary without deduction of an Administrative Fee.
- ii. *Termination by You Due to Change in Circumstances.* If in the case of your death prior to the Move-In Date, or if you experience a change in your circumstances beyond your control that materially impact your ability to become a resident in the Community as determined by Opus Newton in its sole discretion, you or your estate can terminate this Agreement and receive a Deposit Refund without a deduction of an Administrative Fee. If one member of a couple passes, the surviving spouse may choose whether to keep the deposit in place or receive a full refund.

If more than one person is signing this Agreement and one of you dies or no longer meets the eligibility criteria to reside at the Community as determined by Opus Newton in its sole discretion but the other is eligible and wishes to assume an individual residency (in the same Apartment Home or an alternative, available Apartment Home that you select), a refund of any difference in the applicable Deposit amounts will be made to you under this provision, or applied to your new Opus Share, as you direct us in writing.

- iii. *Termination Due to Material Delay.* We will update you from time-to-time with respect to the Community's opening date. If your Apartment Home will not be ready for occupancy on the Move-In Date, you may elect to cancel the Residency Agreement unless you and Opus Newton agree in writing to extend the Move-In Date.
- iv. *Other Termination by You.* In addition to the termination provisions set forth above, you have the right to rescind this Agreement for any other reasons or for no reason at any time prior to the Move-In Date and receive a Deposit Refund and any other amounts paid under this Agreement less an Administrative Fee.
- v. *Cancellation.* In the event you fail to pay your Opus Share and Monthly Fee for your Apartment Home prior to the Move-In Date, this Agreement shall be automatically canceled and you will receive a Deposit Refund less the Administrative Fee, unless we agree in writing with you to extend the Move-In Date.

I understand that the refund provisions contained in this Agreement apply only during the period prior to the signing of the final Residency Agreement, and that once the Residency Agreement is signed, only the refund provisions contained in the final Residency Agreement shall apply. I also understand that after the termination of this Agreement, and after receiving the applicable refund of the Deposit as set forth herein, I will not have any rights, obligations or remedies under this Agreement or related to the Community.

C. Notice of Termination

If you wish to exercise your right to terminate this Agreement as expressly provided in Section II.B(ii),(iii) or (iv) above, you must send written notice to us by one of the following means: delivered either by hand (with written confirmation of receipt by us), by certified mail or by a nationally recognized commercial carrier, postage prepaid and return receipt requested (if by mail), or with all freight charges prepaid (if by commercial carrier). **We will not accept notice of termination sent by email.** Your notice will be deemed to have been given upon the date of delivery or within three (3) business days of mailing, as applicable. The notice shall be addressed as follows:

2Life Opus Newton, Inc.
30 Wallingford Road
Brighton, MA 02135
Attn: Opus Marketing Coordinator

Within sixty (60) days of receipt of notice in accordance with this Agreement, we will refund your Deposit as set forth above.

3. Standard Provisions

Future Resident's Contact Information:

You may reach me at the following address:

Name(s) _____

Phone: _____

E-mail: _____

I agree to keep you advised of any change in my contact information.

I understand that my rights under this Agreement are personal to me and may not be assigned or transferred. I certify that I have read and understand the Agreement including the attached draft form Residency Agreement.

I further understand that this Agreement is not an agreement or contract for care, services, lease or lodging of any kind, nor a promise by the Sponsor that I will meet the criteria to become a resident in the Community, prior to the Move-In Date.

This Agreement, including its exhibits and attachments, contains all of the agreements between you and Opus Newton concerning the Agreement's subject matter, and shall supersede all prior written or verbal understandings between the parties. No delay or failure by Opus Newton to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right at any time, or from time to time thereafter. No verbal modification of this Agreement shall be binding upon the parties to this Agreement, and any modification shall be in writing and executed by such parties. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective agents, guardians, heirs, successors, and with respect to the Sponsor only, assigns. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions in the Agreement shall not in any way be affected or impaired thereby, but this Agreement shall be reformed, construed and enforced to the maximum extent permitted by applicable law. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. This Agreement shall be interpreted, construed, applied and enforced in accordance with the laws of the Commonwealth of Massachusetts. Time is of the essence.

Signature Page Follows

SIGNATURE PAGE

EXECUTED as an instrument under seal as of _____, 202____.

PROSPECTIVE RESIDENT(S)

Print Name

Print Name

Signature

Signature

2Life OPUS NEWTON, INC.

Print Name and Title

Signature

If another individual is funding your Deposit, they shall acknowledge and agree as follows:

I have read and understand this Agreement.

Print Name

Signature

Relationship to the Resident(s)

Internal use:

Received by _____

Date _____

Residence Number / Type assigned _____

EXHIBIT A

Draft Form of Residency and Services Agreement

See attached.

EXHIBIT B

Disclosure Statement

See attached.

EXHIBIT C

Refund Beneficiary Designation Form - OPTIONAL

If the Deposit Agreement is terminated under Section II.B and you are no longer able to receive and/or desire to receive the refund, the Deposit refund should be paid when due to:

Relationship to Resident: _____

and/or you wish to donate _____% or \$_____ of the Deposit to 2Life Communities Inc.

Executed under seal as of the date set forth below.

PROSPECTIVE RESIDENT(S)

Print Name

Print Name

Signature

Signature

Date

Date

2Life OPUS NEWTON, INC.

Print Name and Title

Signature

Date

EXHIBIT D

Acknowledgement of Disclosure Statement

I/We hereby acknowledge receipt of the Disclosure Statement from Opus Newton, which is also available on the Executive Office of Elder Affairs website for the Commonwealth of Massachusetts.

PROSPECTIVE RESIDENT(S)

Print Name

Print Name

Signature

Signature

Date

Date

2Life OPUS NEWTON, INC.

Print Name and Title

Signature

DRAFT FORM OF RESIDENCY AND SERVICES AGREEMENT

SUMMARY SHEET

RESIDENT(S): _____

ADDRESS PRIOR TO OPUS NEWTON: _____

APARTMENT HOME #: _____

COMMENCEMENT DATE: _____

MOVE-IN DATE: _____

OPUS SHARE: \$ _____

OPUS SHARE DEPOSIT: \$ _____

PRIORITY PROGRAM DEPOSIT: \$ _____

MONTHLY FEE: \$ _____

ADDITIONAL PERSON
MONTHLY FEE: \$ _____

PARKING FEE: \$ _____

PARKING: _____

ARBITRATION AGREEMENT: Y/N

OPUS NEWTON

DRAFT FORM OF RESIDENCY AND SERVICES AGREEMENT

This Residency and Services Agreement (this "Agreement") is entered into as of _____, 202__ (the "Commencement Date"), by and between 2Life Opus Newton, Inc., a Massachusetts nonprofit charitable corporation ("Opus Newton", "we," "us, or "our") and _____ ("you" or "Resident"). (If more than one person is signing this Agreement, this term refers to each of you individually, and to you together, and the rights and obligations of each of you are joint and several, except when the context of this Agreement requires otherwise.)

1. ABOUT THIS AGREEMENT

Opus Newton is sponsored by 2Life Communities ("2Life"). It is a middle income continuing care retirement community for individuals age 62 and older (in the case of a couple, the second resident must be at least 55 years of age or older) established pursuant to Massachusetts General Laws Chapter 93 Section 76 (the "Community"). Opus Newton shares a campus with the Leventhal Sidman Jewish Community Center of Greater Boston and Coleman House, which is owned and managed by our affiliate (the "Campus"). More information about Opus Newton is set forth in the Disclosure Statement included as **Appendix A**.

This Agreement is a legal contract the purpose of which is both to provide you with a description of the services that we will furnish to you at the Community on the date that you receive the keys to your Apartment Home (the "Move-In Date") and which sets forth the respective rights and obligations of you and us.

The Agreement includes many defined terms. These terms are also summarized in the Glossary in Article XV.

We also call your particular attention to your right to rescind (cancel) this Agreement prior to your Move-In Date, pursuant to the terms of Article XIII, Section A.4. below, and as may otherwise be permitted by Massachusetts law.

You may wish to consult with your legal and financial/tax advisor(s) in reviewing this Agreement.

2. QUALIFICATION FOR OPUS NEWTON RESIDENCY

You have applied for and been approved for residency at the Community, and you have submitted the application documents and other documentation outlined and included as **Appendix B** hereto. You warrant that all information contained in these documents is true and correct, and you acknowledge that Opus Newton has relied on this information for accepting your residency at the Community.

3. YOUR APARTMENT HOME

You have the right to occupy your Apartment Home, and the following amenities and services at the Community, subject to the terms of this Agreement. These amenities and services are included in your Monthly Fee unless otherwise indicated.

A. Living Accommodations.

- i. *Your Apartment Home.* You have chosen to live in the Apartment Home indicated on the inside front cover of this Agreement. You will have a personal and non-assignable right to live in your Apartment Home subject to the terms of this Agreement and to the Community policies as set forth in the Opus Handbook, attached as Appendix C, as amended by us from time to time (the "Opus Handbook").

- ii. *Your Living Accommodations.* Your Apartment Home comes outfitted with the following amenities: finished floors and floor coverings and appliances (range with self-cleaning oven, garbage disposal, refrigerator, dishwasher, washer and dryer).
- iii. *Opus Newton Utilities.* Your Apartment Home will be furnished with individually controlled heat and air conditioning, water, and electricity, and garbage and recycling. You will be provided with high-speed internet service available in your Apartment Home and throughout the Community at no charge to you. You will be responsible for arranging and paying for your telephone, television and any alternative internet service, each which will be directly billed to you as may be applicable. You are responsible for purchasing any consumables for your Apartment Home and appliances, such as light bulbs and refrigerator water filters. Opus Newton is an eco-friendly community, please refer to the Opus Handbook for more details.
- iv. *Your Furnishings.* You are free to furnish your Apartment Home with your own furniture, additional appliances and equipment, and other personal items in accordance with the guidelines and relevant approvals set forth in the Opus Handbook. You agree, at Opus Newton's request, to remove promptly and at your sole cost any furnishings or appliances from your Apartment Home that do not meet the such guidelines.
- v. *Cosmetic Alterations.* After the Move-In Date, you may alter your Apartment Home in accordance with your tastes and preferences and in compliance with law, provided that you obtain the prior written approval of Opus Newton for any architectural changes and use a Community approved contractor. An administrative fee may apply for prior review of proposed architectural modifications. You will be responsible for the cost of design, materials and labor. You or your estate will also be responsible for the cost of restoring the Apartment Home back to its original configuration and condition when this Agreement terminates unless the Community's Executive Director or their designee, in his, her, or their sole discretion, has provided you with an exemption in writing in advance of the proposed changes. In the event we undertake such restoration, we will deduct the associated costs from your Opus Share Refund as described in Article XIII, Section E below.
- vi. *Pets.* We recognize that pets are a meaningful part of many people's lives, and therefore allow pets in all residences subject to the policies contained in the Opus Handbook and the Pet Agreement attached hereto (see Appendices B and C). The Pet Agreement must be signed prior to the Move-In Date. You are responsible for any damage or injury caused by any pets, and you shall hold Opus Newton harmless from all loss or liability arising from such pets. All pets kept by you are subject to the continuing approval of the Community's Executive Director.
- vii. *Smoking.* You acknowledge and agree that smoking in any form is prohibited in the entirety of the Community, including inside your Apartment Home and in all common areas and public spaces adjacent to the Community. An outdoor, covered smoking shelter is available on the Campus.
- viii. *Guests.* We know that your guests will enjoy visiting the Community. Guests may stay with you in your Apartment Home subject to and in accordance with the Community's guest policy contained in the Opus Handbook. Overnight guests staying more than 14 consecutive days, and overnight guests when you are not present on campus, are permitted only with prior written approval from the Community's Executive Director or their designee in his/her/their sole discretion. In rare circumstances, Opus Newton reserves the right to limit a guest visit if in the Executive Director's sole discretion such visit may adversely affect the operation of the Community or the welfare or quality of life of other residents.

B. Apartment Home Services.

- i. *Maintenance and Repairs.* We will be responsible for maintaining and making all necessary repairs to your Apartment Home and to the appliances supplied to you by us, subject to and in accordance with the following:

We will perform quarterly maintenance in your Apartment Home such as changing air filters and cleaning out dryer ducts. You will report promptly to the Community's Maintenance Staff any conditions that are in need of repair. You will be responsible for reimbursing us for the cost of repairing any damage that you cause to our property that is not the result of ordinary wear and tear as well as for any damage that is not reported promptly and made worse due to delay.

- ii. *Safety & Security.* Your Apartment Home is equipped with a 24-hour electronic rapid response network for fire, medical and other emergencies. When the system is activated, our onsite staff will use all reasonable efforts to respond 24 hours a day 365 days a year to check on you and are trained to call 911 when required. The Opus Handbook contains instructions in the case of a medical emergency. Personal care support is separately arranged by you, as needed, through our approved vendors or others as to whom you have provided us with written notice reasonably in advance of the commencement of such support. For personal care support, see Article VII, Section B.

Opus Newton also maintains electronic systems to monitor the Community's grounds 24 hours a day, including smoke detectors in all residences and common areas and emergency generators for essential Community services in case of power failure.

Each residence has a locking device on each entry. You agree to keep your Apartment Home locked and secure at all times and not place any additional locking devices on any doors within your Apartment Home as doing so will impede response in an emergency.

4. COMMUNITY AMENITIES

You will have access to and are entitled to share with all other residents of the Community the use of the common areas and amenities including the café/bistro, convenience store, multipurpose/meeting rooms, classrooms, art studio, library, private dining, fitness center, a guest suite, mail room, volunteer center, wellness center, lounge areas, salon, courtyards and outdoor terraces, garden areas and walking trails. The availability of these areas and amenities may be subject to change from time to time based on the Community's needs and/or preferences, and your compliance with any applicable policies contained in the Opus Handbook.

We will perform common area maintenance and landscaping services for the Community.

5. VOLUNTEERING AT OPUS NEWTON

Our vision for Opus Newton is a community where each resident is active, engaged and feels a sense of purpose. Foundational to the Opus Newton concept, resident volunteerism will enhance the shared experience of living in community by drawing on the time and talents of every resident. Opus Newton residents will have multiple opportunities to be engaged in the shared experience of building our Community. Together we will create a dynamic and mutually supportive living environment, which benefits from each resident's wisdom, experience and perspective.

A. Opus Time & Plan.

You agree to personally contribute ten (10) volunteer hours each month to the Community. This commitment is referred to as your "Opus Time". Our Volunteer Program staff will schedule time with you to help you develop a plan for your

Opus Time performance that fits your abilities, interests and lifestyle and the needs of the community. Your plan for fulfilling your Opus Time may be comprised of activities approved by and scheduled with the Volunteer Program staff. If you are away from the Community for more than one consecutive month, your Opus Time balance will carry over and you will have twelve (12) months to complete these hours.

Opus Time Commitment.

As described above, the Community depends on the volunteer contributions of each resident. Therefore, you agree to coordinate with the Volunteer Program staff to implement your Opus Time plan to the best of your abilities and in good faith. Opus Time is an essential Resident responsibility under this Residency Agreement. Temporary or permanent modifications of your Opus Time plan can be made by agreement among you, the Volunteer Program Staff, and other Community staff who are involved in your plan, as applicable. If your health prevents you from actively participating in our volunteer program, we will try to reasonably accommodate your needs while still fulfilling the spirit of the Opus Time resident commitment. The Executive Director has final sign off on any accommodations to your plan to the extent you are unable to fulfill your Opus Time due to health limitations.

6. WELLNESS SERVICES INCLUDED IN YOUR MONTHLY FEE

The following services and amenities are presently available at Opus Newton to promote your health and wellbeing. These services are included in your Monthly Fee unless otherwise indicated.

A. 2Life's Regular Programming and Activities.

Opus Newton's program includes planned group exercise programs in our gym and aerobics studio, health and wellness programs as well as other planned social, recreational, artistic, spiritual, educational and cultural and other special activities designed to meet your needs and enhance your life. These activities will be offered by 2Life staff and supplemented by Opus Newton Resident Volunteers. Please note that some activities may include an additional charge (e.g. for supplies).

B. Personal Transportation Coordination Assistance.

Opus Newton will assist you in scheduling personal transportation arrangements (e.g. to social visits, daily errands, medical appointments), with third parties including ride share and public transportation options such as the City of Newton's Newton in Motion program. The travel is at your expense.

C. Dining Options at Opus Newton and Your Culinary Credit.

Opus Newton is equipped with a full commercial kitchen and will have daily eat-in and to-go dining options at the café/bistro and prepared items on-site convenience store. Our Volunteer Staff will also support residents who want to use their Opus Time to organize take-out dinners from local restaurants.

As part of your Monthly Fee and Additional Person Fee, you will receive a culinary credit of \$400 per month for each Resident in your Apartment Home. The culinary credit cannot be used for alcohol, at the convenience store, meal delivery charges, or private dining. In general, there are no culinary credits if you are away from the Community for any reason. However, if you are away for thirty (30) or more consecutive days, planned or unplanned, in a calendar year you will receive a one-time culinary credit equal to one month.

D. Care Navigation.

The Care Navigation Team (or the “Team”) is here to provide you with assistance in understanding your needs, strategizing and assisting you in making effective connections to secure referrals to the health and wellness resources you seek. Our Team’s goal is to help support you in your Apartment Home when that is where you wish to be, and to assist you if you seek services elsewhere. The Care Navigation Team includes the following participants, under the direction of our Executive Director: a registered nurse, a social worker, a resource specialists and a fitness specialist. The Team also consults with your family representative(s), as approved by you.

The Care Navigation Team will schedule time with you at some point between when your Move-In Date approaches and the first month after your Move-In Date to arrange any appropriate supports as described below. Thereafter, the Care Navigation Team will meet with you on an as-needed basis as determined in its discretion. You may also request a reasonable amount of assistance from Care Navigation Team and we will arrange a mutually convenient time. If the time required for your care navigation needs exceeds reasonable limits set by Opus Newton, which are designed to serve all Residents in the Community, whether due to the frequency and/or intensity of the services you request or require, you may be referred to an outside Aging Life Care Manager.

Please consult the Opus Handbook for more information about the type and availability of Care Navigation Team services and other relevant information.

E. Wellness Nursing.

Opus residents have full access to our Wellness Center services. The Wellness Center provides a menu of nursing services at no charge, whether on a drop-in basis during designated hours or by appointment, including the following: non-emergent vital sign checks (i.e. blood pressure, temperature and pulse), minor first aid, nursing consultation on health related issues and disease management education and information.

F. Modification of Services and Amenities Included in Your Monthly Fee; Access.

You acknowledge and agree that we reserve the right to terminate, modify, replace, and add to the services and amenities included in your Monthly Fee to accommodate the evolving needs of the Community, our compliance obligations, or our goal of maintaining affordable costs. Further, your access to certain services and amenities may be subject to your compliance with the policies, as may be applicable, in the Resident Handbook.

7. HEALTH SERVICES AVAILABLE FOR ADDITIONAL EXPENSE

The services described in this Section VII. are not included in your Monthly Fee. Opus Newton is not responsible for the cost of such services. Please see each individual service description for billing and payment information as some services are billed by Opus Newton and some are your personal responsibility. The Care Navigation Team is available to assist you in arranging for these services:

A. Wellness Center Services.

Our Care Navigation Team provides and coordinates third party vendors to offer additional services on-site in the Wellness Center. These may include certain primary care and specialty physician and other clinician services. If you are interested in consultation and treatment at the Wellness Center, you are solely responsible for engaging the services of a clinician of your choice at your own expense.

B. Private In-Home Personal Care at Opus.

Our Care Navigation Team may arrange third party vendors to offer private in-home care to you to help you stay safe, comfortable and engaged in your life at home. You have the option to use one of our approved third party vendors for private duty caregiver and home health agency services in order to access enhanced scheduling options and competitive pricing. Please consult the Opus Handbook and the service provider for more detailed information. You are solely responsible for engaging, scheduling and paying the service provider directly for these services. Please also consult the Opus Handbook for information concerning Live-In Caregivers.

C. Our Social Day Program.

Our Social Day Program is available for eligible residents who may benefit from spending time in a more structured, supervised group setting offering specialized group activities, such as those residents with cognitive or physical disabilities. They must be able to communicate their personal needs and may not need more than minimal assistance with activities of daily living. Program staff do not provide medical or therapeutic observation or assistance other than medication self-administration. Please consult the Opus Handbook for more information, including eligibility requirements.

8. YOUR HEALTH CARE RESPONSIBILITIES

You are responsible for the following in connection with providing for your health care needs. The Care Navigation Team is available to assist you in these areas:

A. Insurance Coverage.

As a condition of this Agreement, you agree to enroll or maintain your enrollment, at your own expense, in either Medicare (Parts A, B and D) or Medicare Advantage (and Part Medicare D if not included in your plan), as well as Medicare supplemental or gap coverage in both cases, or a substitute policy that is acceptable to us, and to provide us with insurance coverage documents and premium information, as updated from time to time to assist with providing Care Navigation support including consideration of unanticipated health care expenses. You agree to notify us if you have or obtain private long-term care insurance and to provide us with a copy of the policy. In addition, if you are able to qualify for Medicaid and other government benefit programs at any time during your residency, you agree to apply for and maintain such coverage and provide us with coverage information.

B. What Opus Does Not Provide.

While certain third party vendors will be available to the Community for the convenience of residents, you have freedom of choice when seeking health care. You are responsible for selecting your own health care providers, and for scheduling appointments and payment for health care services you receive. For the avoidance of doubt, Opus Newton does not provide any health care related services except as specifically described in this Agreement. Opus Newton does not provide and is not responsible for the costs of any health care related services you receive that are not described in this Agreement including but not limited to the cost of any care provided by your personal physicians, hospice and home health providers, private duty nurses, home care providers, mental health professionals, hospitals and other health care facilities, providers of therapy services, laboratories, pharmacies, and medical equipment providers.

9. OTHER COMMUNITY SERVICES AVAILABLE FOR ADDITIONAL EXPENSE

A. Parking.

The Community provides limited parking particularly for residents, guests and visitors. Please consult the Opus Handbook to review the various parking options and the additional monthly rates (the "Parking Fee").

In order to park at the Community, you must register your vehicle by providing a valid driver's license, vehicle registration and evidence of insurance. Guests may park in designated visitor parking spaces. All cars are parked at the owner's risk and Opus Newton is not responsible for any damage caused by others to cars parked on its property.

B. Housekeeping.

Opus Newton staff may arrange approved third party vendors if you are interested in having housekeeping services for your Apartment Home. You can contact one of the vendors listed in the Opus Handbook or speak with the Community's Executive Director if you would like to use an alternate provider. A one-time per year annual in-depth cleaning is available for a fee as set forth in the Opus Handbook.

C. Fitness Center Use.

The Community's fitness center is located in the Connector. Opus Newton staff may arrange third party vendors if you are interested in personal fitness training services. You may contact one of our approved vendors listed in the Opus handbook or speak with the Community's ED if you would like to use an alternative provider. All personal fitness training services will be at your cost and are not included in the Monthly Fee.

D. Salon and Spa Use.

The Community's salon is located in the Connector. Opus Newton staff may arrange third party vendors if you are interested in salon or spa services such as hair or nail styling. All salon and spa services will be at your cost and are not included in the Monthly Fee.

E. Retailers & Other Vendors.

We will permit retailers or other vendors to provide services in the Community, with our approval. You may engage those vendors for services at your own discretion; they are not agents of Opus Newton.

F. Additional Services.

The Opus Handbook lists additional services we supply at an additional charge, provided at your request ("Additional Services"). We may adjust the nature and scope of such Additional Services and the associated charges ("Additional Service Fees") as described in Article XI, Section C. The Opus Handbook includes a copy of the current schedule of Additional Services and Fees.

G. Interruption of Services.

Temporary interruption of services or failure to maintain basic services provided for in this Agreement shall not constitute a breach of this Agreement if it results from causes beyond the reasonable control of the Community, such as by act of God (e.g. fire or extreme weather), act of military authority or public enemy (war, terrorism), accident, explosion, failure of transportation, machinery or supplies, power failure, vandalism, strike or other work interruptions, public health emergency, pandemic or other significant outbreak of disease, or change in law. In such circumstances, we will use its best efforts to sustain or restore service or provide substitute or comparable service.

H. Modification of Services and Amenities not Included in Your Monthly Fee; Access.

You acknowledge and agree that we reserve the right to terminate, modify, replace, and add to the services and amenities described in Sections VII, VIII.B., and IX above to accommodate the evolving needs of the Community, our compliance obligations, or our goal of maintaining affordable costs. Further, your access to certain services and amenities may be subject to your compliance with the policies, as may be applicable, in the Resident Handbook.

10. OPUS NEWTON RESIDENT RIGHTS

- A.** Opus Newton is committed to supporting its residents in living as they choose and in the environment they choose, subject to Opus Newton management's oversight for the safety of the Community. In that spirit, and in accordance with this Agreement, you have the right to independence and self-determination, and to be treated with dignity and respect for your individuality and privacy, including: recognition of your needs and preferences; freedom to select services and accept responsibility for your decision-making; acknowledgment of your personal space and the right to furnish and decorate that personal space; and freedom to set your own schedule, to have visitors, and to come and go in daily life.
- B.** Opus Newton is a welcoming and supportive community and all Residents are expected to adhere to a code of conduct that is set forth in the Opus Handbook.
- C.** You acknowledge Opus Newton is a planned community setting and that you are responsible for using the Apartment Home in a manner that does not damage or cause an unreasonable and ongoing disturbance at the Community, is not detrimental to you and does not disturb, disrupt, endanger or harm the health, security and well-being of another person at the Community.
- D.** We will attempt to contact you before entering your Apartment Home. You agree that Opus Newton and its employees and agents have the right to enter your Apartment Home at all reasonable times for management, housekeeping, maintenance, repairs and improvements or any other reasonable purpose, and at any time for enforcement of applicable laws or for emergency purposes.
- E.** You acknowledge that, except as expressly set forth in this Agreement, the rights and privileges granted by this Agreement do not include any right, title or interest in any part of the personal property or real property - including land, buildings and improvements - owned, leased, managed, or administered by Opus Newton or its affiliates. Your rights are as expressly provided in this Agreement for services and the occupancy of your Apartment Home, and by applicable law. You may not lease your Apartment Home to any other person. You may not allow any person to occupy your Apartment Home in your absence except in accordance with the Community's policies.
- F.** Your Apartment Home is to be used for residential purposes only. It shall not be used for business or professional purposes (other than as may be incidental to residential purposes) without prior written approval of the Community's Executive Director, or for any activity that would be in violation of any zoning requirements or applicable laws.
- G.** Your rights under this Agreement are the rights and privileges herein expressly granted and do not include any proprietary interests in the properties or assets of Opus Newton or in any Fees once paid over to Opus Newton. You shall have no ownership or management interest in Opus Newton or in any third-party contractor of the Community. All Fees paid by you to Opus Newton shall become its sole property, and may be used for any lawful corporate purpose. These Fees shall be deemed payment to Opus Newton for accommodations and services, and are not held in trust for your benefit.
- H.** Pursuant to the requirements of any bona fide lender, you agree that your rights under this Agreement shall be subordinate and inferior to the rights of the lender under any existing or future mortgage on the Community, and any other extension, modification, renewal of or substitution for any such mortgage. You further agree to execute, acknowledge and deliver upon request any document required to implement or serve as evidence of such subordination. Opus Newton shall be permitted to assign its rights under this Agreement as security for any such mortgage, without your consent.

11. OUR FEES

A. Your Deposit & Opus Share.

Your Opus Share and your Deposit are stated on the inside front cover of this Agreement. Your Deposit is five percent (5%) of your Opus Share (the "Deposit") and was paid upon execution of the Deposit Agreement. You acknowledge and agree that Opus Newton has the full right to utilize the Opus Share, as we deem appropriate in operating the Community, subject to the refund provisions contained in this Agreement.

B. Your Monthly Fee.

- i. *Amount and Payment Procedure.* The Monthly Fee and the Additional Person Monthly Fee and Parking Fee, if any, for your Apartment Home at the time of initial occupancy is stated on the inside front cover of this Agreement. The Monthly Fee, Additional Person Monthly Fee and Parking Fee shall be payable in advance on the first (1st) day of each month.
- ii. *Late Payment Charges.* We reserve the right to impose a one (1%) percent late fee if you have not paid your Monthly Fee, Additional Person Monthly Fee, if applicable, and/or Additional Service Fees commencing fifteen (15) days from the date payment was due. If you have multiple late payments, you agree to promptly meet with the Director of Business and Finance at the discretion of the Community's Executive Director.

C. Additional Service Fees.

Additional Service Fees are billed either at the time they are rendered or with your next Monthly Fee depending on the services involved. The payment procedures for Additional Service Fees, including late fees and interest, shall be the same as for your Monthly Fee. The right to request Additional Services, however, may be restricted if you are in default of payment of any Fees and charges under the Agreement. Additional Service Fees through third party vendors are not the responsibility of Opus Newton.

D. Adjustments to Fees.

We endeavor to set the Monthly Fee, Additional Person Monthly Fee, Parking Fee and the Additional Service Fees (collectively, "Fees") at the lowest amount that is consistent with operating on a sound financial basis. We will review the Fees periodically to ensure the ongoing ability to meet the financial needs of operating the Community. Adjustments to Fees will be based upon the Community's projected costs, which will include all actual and anticipated costs of operation, including, but not limited to debt service, reserves, capital items and such other items as determined by Opus Newton in its sole discretion. We may increase or decrease Fees or the scope or frequency of services upon thirty (30) days' advance notice to you. You agree to pay the adjusted Fees, as applicable.

E. Joint Liability for Fees.

If you share your Apartment Home with an Additional Person, each of you shall be jointly and severally liable for all Unpaid Expenses (hereinafter defined) due under this Agreement.

F. Payment Obligation.

- i. *Payment.* You agree to make all payments due to us in a timely manner and otherwise satisfy your personal financial obligations. If you fail to pay your Fees in a timely fashion, we may, in our discretion, terminate this Agreement under Article XIII, Section A.5 and D.2. In the event of such termination, all unpaid Fees and charges (including any late payment charges and interest) will be deducted from any refund that is due to you under this Agreement.

ii. *Your Ability to Request an Advance Draw on the Refundable Portion of Your Opus Share.*

If you are unable to pay your Opus Newton related expenses and other living expenses the Care Navigation Team will work with you to determine if there is a feasible plan for you to remain in residence. The plan may include a request by you to draw on the value of the refundable portion of your Opus Share (an "Advance Draw") for financial assistance.

Each payment of the Advance Draw to you will include a service fee payable to Opus Newton as reimbursement for Opus Newton's expenses associated with the distribution of funds (the "Service Fee"). The Service Fee will not exceed our costs.

The following categories of Opus Fees and charges, as well as other living expenses you may have (collectively, "Living Expenses") may be considered for payment via an Advance Draw: (i) any Fees and other charges under this Agreement (e.g. Monthly Fees, Additional Person Monthly Fees, and fees for Wellness Center Services, the Social Day Program and Parking); (ii) medical expenses; (iii) expenses for your private in-home care (including Live-In Caregivers) using verified Opus third party vendors; (iv) expenses for private-in-home care using your own third party vendors; (v) housekeeping vendor expenses; (vi) basic living expenses (e.g. food, supplies, car expenses, utilities and insurance); and (vii) personal needs expenses.

The process for accessing an Advance Draw for the payment of Living Expenses is as follows: Either you or your Care Navigator may reach out to discuss the possible need for an Advance Draw. You agree to meet with the Care Navigation Team and complete the Financial Attestation/Advance Draw Worksheet, which thereafter will need to be updated on an as needed basis and at least annually. Together with the Care Navigation Team you will review, calculate and prioritize your Living Expenses and consider how to maximize the utility and duration of the Advance Draw funding. The purpose of the process is to arrive at a mutually agreed upon Advance Draw spending plan which may be adjusted from time to time.

Advance Draws (including Advance Draw spending plans and individual drawdowns) are subject to continuing review by the Community's Executive Director, who will ensure that there will be no adverse financial impact on the Community, Opus Newton, our lenders, or on the availability of funds to assist other residents. Resident's Advance Draws shall be informed by, and may only be authorized and continued subject to, at a minimum, the following considerations and conditions: (i) the appropriate prioritization and balancing of Resident's Living Expenses; (ii) the reimbursement of Living Expenses which are reasonable under Resident's particular circumstances; (iii) the Executive Director's determination to grant, continue or suspend access to Advance Draws which shall be final and binding; (iv) the treatment of the determination as a confidential matter by you and by Opus Newton, which shall not be disclosed except as required by financial institutions lending monies to Opus Newton, by regulatory or other governmental bodies or otherwise by law; and (v) the execution of certain agreements and related disclosures as may be reasonably required by Opus Newton.

Please see the Opus Handbook for more information about the process for accessing your Advance Draw while at the Community.

12. EXCHANGING APARTMENT HOMES AND CHANGES TO RESIDENT OCCUPANCY

A. Joint Occupancy by Resident and New Additional Person.

If you wish to marry someone or live in your Apartment with someone who is not yet a resident of the Community, the non-resident must follow the standard application procedures for the Community and must meet all of the

eligibility criteria for Opus Newton residency. If the non-resident's application is approved, the person shall become an Additional Person under this Agreement and an Additional Person Monthly Fee shall be charged. Each of you shall sign an amendment to this Agreement and the terms under which Opus Newton shall pay any Opus Share Refund to you and/or the Additional Person. If the non-resident's application is rejected, (s)he shall be considered a guest subject to the Community's rules regarding guests as described in the Opus Handbook. For the avoidance of doubt, except for Live-In Caregivers, no additional occupants are permitted to reside in your Apartment Home except as temporary guests.

B. Relocation by Single Resident or Joint Residents.

If you wish, you (or if there are more than one of you, both of you) may move to a different apartment home at the Community, subject to availability. You shall be responsible for all moving costs and for Vacating (hereinafter defined) your old Apartment Home in the manner required by this Agreement. This Agreement will terminate and you will enter into a new Residency and Services Agreement that identifies the Opus Share and Monthly Fee for your new Apartment Home. Your current Opus Share will transfer to the new Residency and Services Agreement and if the then current Opus Share for your new Apartment Home is greater than the Opus Share you paid for your original Apartment Home, you will pay as an additional amount the difference between the two Opus Shares. If the then current Opus Share for your new Apartment Home is less than the Opus Share you paid for your original Apartment Home, the refundable amount will be paid in accordance with Article XIII, Section E and the difference in the Opus Share may be applied to your future monthly charges or returned to you, as we determine.

C. Joint Occupancy by Residents from Different Apartment Homes.

If you and another resident, residing in two separate Apartment Homes, decide to marry or live together, you may release either of your Apartment Homes and live in one of your current Apartment Homes or you may move into a new Apartment Home, subject to availability. In either event, you shall be responsible for all moving costs and for Vacating your old Apartment Home(s) in the manner required by this Agreement.

If you or the other resident will move in with the other resident, the transferring resident shall terminate his/her Residency and Service Agreement and his/her current Opus Share will be paid in accordance with Article XIII, Section E. The transferring resident will become an Additional Person under Residency and Service Agreement of the non-transferring resident and an Additional Person Monthly Fee shall be charged. Each of you shall sign an amendment to the Residency and Service Agreement of the non-transferring resident.

If you and the other resident will both transfer to a new Apartment Home, this Agreement shall terminate and you will both enter into a new Residency and Services Agreement. You and the other resident can apply your current Opus Shares to the new Opus Share under the new Residency and Services Agreement. If your new Opus Share is greater than the Opus Shares you paid for your original Apartment Homes, you and the other resident shall pay as an additional amount the difference between the two Opus Shares. If the new Opus Share for is less than the Opus Shares you paid for your original Apartment Homes, each resident will be refunded the difference in accordance with Article XIII, Section E.

D. Divorce or Separation of Residents.

If you jointly occupy your Apartment Home, and you divorce, separate, or otherwise wish to live separately while at the Community, either of you shall be entitled to relocate from your Apartment Home to a different Apartment Home, subject to availability and your continued individual eligibility. If one resident will move, your Agreement will be amended to remove the transferring resident. The transferring resident shall enter into a new Residency and

Services Agreement and pay the Opus Share and Monthly Fee for occupancy of the new Apartment Home. If both residents are transferring, your Agreement shall terminate and you provide us with written direction on how to apply your original Opus Share to your new Opus Shares for the new Apartment Homes, and you will each be required to pay the balance of the new Opus Share, if any.

E. Permanent Relocation for Health Reasons.

- i. *Joint Occupancy.* If you occupy your Apartment Home jointly with an Additional Person and one of you needs permanent care outside of your Residence, the other person may continue to occupy your Residence. In that case, the remaining Resident shall pay the Monthly Fee (plus any Additional Service Fees). If each of you need permanent care outside of your Apartment Home, you each must Vacate your Apartment Home within thirty (30) days of providing notice that you are moving permanently from the Community. If you each do not Vacate your Residence within thirty (30) days of your permanent relocation, you shall continue to pay the Monthly Fee (plus any Additional Service Fees) until your Apartment Home is Vacated by you or Opus Newton removes your property.
- ii. *Single Occupancy.* If you occupy your Residence by yourself and you need permanent care outside of your Residence, you must Vacate your Residence within thirty (30) days of the date of providing notice that you are moving permanently from the Community. If you each do not Vacate your Residence within thirty (30) days of your permanent relocation, you shall continue to pay the single occupancy Monthly Fee (plus any Additional Service Fees) until your Apartment Home is Vacated by you or your property is removed by Opus Newton.

F. Disposition of any Opus Share Refund Amount.

If you (or if there are joint occupants, each of you) permanently relocate from your Apartment Home, this Agreement will terminate and you may be entitled to receive an Opus Share Refund in accordance with Article XIII, Section E.

G. Substitution of Residence by Opus Newton.

We reserve the right to substitute your Apartment Home with another comparable residence if it is necessary to do so to meet any requirement of federal, state, or local law or the lawful order or direction of the Fire Marshal or other authorized public official.

13. TERMINATION

A. Cancellation Prior to Occupancy- Deposit Refund.

There will be a cancellation period commencing on the Commencement Date up until the Move-In Date (the "Cancellation Period"), during which time either Opus Newton or you may cancel this Agreement as set forth below, upon written notice, within a thirty (30) day period, and you will be entitled to receive a full refund of your Deposit ("Deposit Refund"), which may be subject to a fee of one percent of the Opus Share (1%) ("Administrative Fee") as follows:

- i. *Termination by Us Due to Change in Eligibility.* If you are no longer eligible to reside at the Community due to a change in your financial eligibility, as determined by Opus Newton in our sole discretion, this Agreement shall terminate and Opus Newton will pay a Deposit Refund to you, your estate or your designated beneficiary without deduction of an Administrative Fee.
- ii. *Termination by You Due to Death or Change in Circumstances.* If in the case of your death prior to the Move-In Date, or if you experience a change in your health or financial circumstances beyond your control that impact your ability to meet the eligibility criteria to become a resident in the Community as determined by Opus Newton

in its sole discretion, you or your estate can terminate this Agreement and receive a Deposit Refund without a deduction of an Administrative Fee. If one member of a couple passes, the surviving spouse may choose whether to keep the deposit in place or receive a full refund.

In the event that there are joint occupants and one of you dies or no longer meets the eligibility criteria to reside at the Community and the other occupant meets the eligibility criteria and wishes to assume an individual residency (in the same Apartment Home or an alternative, available Apartment Home that you select), a refund of any difference in the applicable Deposit amounts will be made to you under this provision, or applied to your new Opus Share, as you direct us in writing.

- iii. *Termination by Us for Move-In Date Delay.* We will update you from time-to-time with respect to the Community's opening date. If your Apartment Home will not be available for occupancy on the agreed upon Move-In Date, you may elect to cancel the Residency Agreement unless you and Opus Newton agree in writing to extend the Move-In Date.
- iv. *Other Termination by You.* **In addition to the termination provisions set forth above, you have the right to rescind this Agreement for any other reason or for no reason at any time prior to the Move-In Date and receive a Deposit Refund and any other amounts paid under this Agreement less an Administrative Fee.**
- v. *Failure to Pay.* In the event you fail to pay your Opus Share and Monthly Fee for your Apartment Home prior to the Move-In Date, this Agreement shall be automatically cancelled and you will receive a Deposit Refund less the Administrative Fee, unless we agree in writing with you to extend the Move-In Date.
- vi. *Timing of Payment of Deposit Refund.* The Deposit Refund less the Administrative Fee, if applicable, will be made within thirty (30) days after you terminate this Agreement under Article XIII, Section A. In the event you have paid for optional upgrades to your Apartment Home the associated fees ("Upgrade Fees") are non-refundable.

B. Automatic Termination of this Agreement After Occupancy.

This Agreement will automatically terminate for the following events and you shall Vacate the Apartment Home within 30 days:

- i. If you exchange your Apartment Home in the Community as provided for in Article XII, Sections B, C or D;
- ii. Your permanent relocation (or the permanent relocation of each of you, if you are joint occupants) from the Community; or
- iii. Upon your death or the last remaining resident's death.

Until the effective termination date or the date that you Vacate your Apartment Home, whichever is later, you will pay the established Monthly Fee and the cost of restoring the Apartment Home in accordance with Article III, Section A.5.

C. Termination by Resident After Occupancy.

You may terminate this Agreement at any time on or after the Commencement Date by giving us sixty (60) days' advance written notice, unless a shorter notice period is mutually agreed to in writing. This Agreement also will terminate upon the death of the last remaining Resident of the Apartment Home. Until the effective termination date or the date you Vacate your Apartment Home, whichever is later, you will pay the established Monthly Fee and the cost of restoring the Apartment Home in accordance with Article III, Section A.5.

"Vacate" means when you or the last remaining resident has released your Apartment Home and made it available to Opus Newton by removing all your property and permitting it to be restored to its original clean condition (excluding ordinary wear and tear) in accordance with this Agreement.

D. Termination by Opus Newton After Occupancy.

Opus Newton may terminate this Agreement at any time after the Commencement Date for good cause, upon 30 to 120 days' advance written notice unless otherwise provided below. Good cause shall include, but not be limited to, the following:

- i. Any material omission or misstatement in your Resident Application and the Resident qualification-related documents included in Appendix B, or any other documents filed with Opus Newton by you or on your behalf;
- ii. Your failure to perform any of your obligations under this Agreement, including your obligation to pay your Monthly Fee and other charges, as set forth under Article XI, Section B;
- iii. Your failure to abide by the policies of Opus Newton, described in the Opus Handbook (Appendix C), as they now exist or as they may later be amended by us in our sole discretion;
- iv. Your material transfer or waste of your assets impairing your financial eligibility as determined by Opus Newton prior to your Move-In Date;
- v. If your behavior in Opus Newton's 's sole discretion causes an unreasonable and ongoing disturbance at the Community; or
- vi. If your physical, mental or psychosocial condition endangers or is detrimental to your life, health, security, well-being, or that of another person; provided Opus Newton may also terminate immediately under this section if it determines in its sole discretion that a sooner termination is warranted due to exigent circumstances or imminent harm.

In the event of a notice of termination above, you will have a period of thirty (30) days thereafter within which to correct such circumstance. If Opus Newton determines in its' sole discretion that the correction is completed within the notice period, this Agreement will not be terminated. Otherwise, this Agreement shall terminate, and an Opus Share Refund, if any, will be made in accordance with Article XIII, Section E, less Opus Newton's Unpaid Expenses including those arising out of your default.

You have the right to dispute our decision to terminate this Agreement in accordance with Article XIV, Section C.

E. Opus Share Refunds.

Upon termination of this Agreement under Article XIII, Sections B, C or D, you (or your designated beneficiary or if none, your estate) will be entitled to a refund of your Opus Share less Unpaid Expenses (your "Opus Share Refund") as follows:

- i. If such termination occurs twenty (20) months or more after the Move-In Date, eighty percent (80%) of the Opus Share, less Unpaid Expenses, will be refunded within thirty (30) days after a Qualified Resale.
- ii. If the termination occurs prior to twenty (20 months) after the Move In Date, we will retain 1% per month of occupancy of the Opus Share up to a maximum of 20% of the Opus Share. We will pay you the difference between 1% of the Opus Share for each month of occupancy and 20% of the Opus Share less Unpaid Expenses within a reasonable time following termination. The balance of your Opus Share Refund less Unpaid Expenses will be refunded within 30 days after a Qualified Resale.

F. Deduction From Your Opus Share Refund for Unpaid Expenses.

We shall withhold from your Opus Share Refund all “Unpaid Expenses” which include: (i) any unpaid Fees, plus (ii) any applicable late charges and interest, plus (iii) any other costs or expenses specifically incurred by the Community at your request (e.g. customization, redecoration), plus (iv) the costs associated with Vacating the Apartment Home, including cost of removal of property and storage under Article XIV, Section G.2, plus (v) the costs associated with restoring the Apartment Home back to its original configuration and condition (unless the Community’s Executive Director has provided you an exemption in writing in advance of the proposed changes), plus (vi) the cost of replacing or repairing damaged appliances, fixture, walls, ceilings, floor covering, cabinets, countertops, windows, window coverings, doors, lights and locks; plus (vii) the cost repairing damage caused by pets as described in such Community policies (excluding ordinary wear and tear). The cost of refurbishment does not include the cost of painting, shampooing standard carpet or regular cleaning.

G. Effect of Joint Occupancy on Payment of Opus Share Refunds.

If you jointly occupy your Apartment Home, no Opus Share Refund shall be paid in accordance with this Agreement until the termination of this Agreement with respect to the last remaining Resident.

14. MISCELLANEOUS

A. Opus Newton Community Policies.

You agree to be bound by the Community policies including without limitations the provisions of the Opus Handbook, as they now exist or as they may later be amended by Opus Newton in its sole discretion upon 30 days prior notice. You acknowledge that you have received a copy of the current Opus Handbook from us, and that you have read and understand it.

B. Opus Newton Resident Association.

Information about our Community’s Resident Association is contained in the Opus Handbook.

C. Grievance Procedures.

The Community’s Grievance Procedures are described in the Opus Handbook. Generally, if you have a grievance or dispute having general application to other residents of the Community, you may present them to the Executive Director. The grievance procedures set forth in the Opus Handbook do not preclude you from availing yourself of any available legal remedies.

D. Arbitration Agreement.

Arbitration is a fair and often quick way to resolve a dispute without involving the court system. You are encouraged to read carefully the Arbitration Agreement attached as **Appendix D**, to ask any questions you have, and to consult with your attorney, family, and/or friends. If after such consultation you choose to accept and sign the Arbitration Agreement, all disputes arising out of or relating in any way to this Agreement or to your stay at the Community SHALL BE RESOLVED BY BINDING ARBITRATION AND NOT BY A JUDGE OR JURY as more fully detailed in **Appendix D**.

E. Resident’s Personal Expense Obligations.

Opus Newton shall not be liable or responsible for any expense incurred, or debt or obligations of any nature or kind contracted by you on your own account. The Community also is not obligated to furnish, supply or give to you

any support, maintenance, board or lodging when you are absent from the Community's premises or any credit for absence from meals or your Residence, except as specifically provided in this Agreement.

F. Resident's Personal Health Planning.

You agree to designate an attending physician and to keep us informed of any change in such physician. You agree to prepare and execute a Health Care Proxy to make health care decisions in the event that you are unable to do so. You agree to notify us promptly of any changes to such document and ensure that we have a current contact information list of family members and/or other persons whom you wish to be notified in the event of an emergency or the need for assistance.

G. Resident's Personal Property.

- i. *Liability.* Opus Newton is not responsible for the loss of any property belonging to you due to theft, fire, water damage, or any cause beyond the control of Opus Newton. You agree to obtain general liability and renters insurance including insurance protection to cover the full replacement value of all your personal property at the Community, including appropriate automobile coverage if you own a car, and to provide proof of all such insurance upon occupancy and upon request. You are responsible for any loss or damage that you or your guests or invitees cause to Opus Newton's property at the Community, excluding ordinary wear and tear. You hereby agree to indemnify and reimburse Opus Newton for any loss or damage suffered by Opus Newton because of your or your guests' or invitees' negligence.
- ii. *Removal and Storage.* We are not responsible for and will not assume custody of any of your property from your Apartment Home or located elsewhere on the Campus. If your property is not removed from the Apartment Home and elsewhere on Campus within a thirty (30) day period after this Agreement is terminated, by signing this Agreement you grant us a limited power of attorney to remove promptly and store and/or dispose of all property from your Apartment Home and elsewhere on the Campus, at your expense or at the expense of your estate. After a period of ninety (90) days, your property will be considered abandoned and we may dispose of such property at your expense or at the expense of your estate. You and your estate agree to hold Opus Newton harmless for performing such services.

H. Waiver.

The failure of Opus Newton in any instance or instances to insist upon your strict performance or observation of, or compliance with, any of the terms or provisions of this Agreement shall not be construed to be a waiver or relinquishment of its right to insist upon your strict compliance with all of the terms and provisions of this Agreement. In addition, acceptance by Opus Newton of any payment from you after your breach of any term of this Agreement or after providing you with a notice of termination shall not constitute a waiver of the right of Opus Newton to insist upon full performance of all terms of this Agreement, nor shall it waive Opus Newton's right to terminate this Agreement for any cause, including any breach previously committed.

I. Notices.

All notices given under this Agreement shall be in writing and shall be addressed to the Community's Executive Director at 777 Winchester Street, Newton, Massachusetts 02459 and to you at your Apartment Home. Such notices shall be delivered by hand, by certified mail or by nationally recognized commercial carrier, postpaid and return receipt requested (if by mail), or with all freight charges prepaid (if by commercial carrier). Notice shall be deemed to have been given upon the date of delivery or within three (3) business days of mailing, as applicable. **We will not accept notices given under this Agreement sent by email.**

J. Entire Agreement.

This Agreement, including the appendices and other attachments thereto, constitutes the entire agreement between you and Opus Newton and sets forth your rights and obligations with respect to your accommodations and services at the Community. This Agreement may be amended only by a written instrument signed by you or your legal representative and by an authorized representative of Opus Newton. We may enter into agreements with other residents that may contain terms different from those contained in this Agreement.

K. No Assignment.

As explained in this Agreement, your rights and privileges to use and enjoy the living accommodations, facilities and services of the Community are personal, and may not be assigned by you, by any proceeding at law or otherwise. This Agreement is assignable by Opus Newton with notice to you.

L. Severability.

If any provision of this Agreement or the application of such provision to any person or circumstance will be invalid or unenforceable to any extent, the remainder of this Agreement or the application of such provision to persons or circumstances other than to those as to which it is held invalid or unenforceable will not be affected thereby and each other provision will be valid and be enforced to the fullest extent permitted by law.

M. Captions.

The section headings are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

N. Governing Law.

This Agreement and any disputes hereunder shall be governed by the laws of the Commonwealth of Massachusetts.

O. Duplicate Copies.

You agree to execute at least two (2) identical copies of this Agreement, one to be retained by you and one to be kept in the Community's Administrative Office.

P. Survival.

Termination of this Agreement for any reason will not release either party from any liabilities or obligation set forth in this Agreement, which explicitly or by their nature would be intended to be applicable following any such termination.

Q. Durable Power of Attorney.

You agree to prepare and execute a Durable Power of Attorney appointing an attorney-in-fact to handle your financial affairs as well as an alternate contact person to act as your representative in connection with this Agreement. You agree to be fully responsible for all costs associated with these appointments.

R. Disposition of Property and Funeral Arrangements.

You will make provision by will or otherwise for the prompt disposition, upon termination of this Agreement, of all your furniture, possessions and property located on campus. You are also requested to make funeral arrangements including provisions for burial expenses, and to share these arrangements with us.

S. Appendices.

All Appendices attached to this Agreement are fully incorporated into this Agreement.

15. GLOSSARY

2Life: 2Life owns and manage apartments across Massachusetts for residents 62 years and older. We welcome seniors from all backgrounds and enable aging in communities of engagement, connection, and purpose by (i) providing high-quality housing that is broadly affordable, with continually evolving support services to meet the needs of our diverse residents as they age, (ii) building connections and community within our walls and in our surrounding neighborhoods, and (iii) promoting aging in community as a first choice.

Additional Person: An additional person or persons in your Apartment Home that is a party to this Agreement.

Additional Person Monthly Fee: The Monthly Fee that you pay for the Additional Person.

Additional Services: Optional services and additional charges and items that are not covered by the Monthly Fee (e.g. parking fees).

Administrative Fee: A one percent (1%) administrative fee that we will apply to the refund of your Opus Share during the Cancellation Period.

Campus: The Campus includes Opus Newton, the Coleman House and the Leventhal Sidman Jewish Community Center of Greater Boston.

Cancellation Period: The period between signing this Agreement the Move-In Date).

Coleman House: 2Life's Coleman House is subsidized rental housing on the Campus. It is physically connected to Opus Newton through the Connector.

Care Navigation Team or Team: A multi-disciplinary team made up of a registered nurse, a social worker, a resource specialist and a fitness specialist working under the direction of the Community's Executive Director that will provide you with assistance in understanding your needs, and in strategizing and assisting you in making effective connections to secure referrals to the health and wellness resources you seek.

Commencement Date: The date that you and Opus Newton enter into this Agreement.

Deposit: The Opus Share Deposit and the Priority Program Deposit, collectively, set forth on the Summary Sheet on the inside of the cover page of this Agreement and as defined in Article XI, Section A, of this Agreement.

Deposit Refund: The refund of the Deposit paid to you, your estate or your designated beneficiary as described in Article XIII, Section A.

Fees: The Monthly Fee together with any fees you occur each month for Additional Services, all such fees being subject to adjustment as provided in this Agreement.

Living Expenses: Article XI, Section F.2 of the Agreement.

Live-In Caregiver: A person who is permitted by Opus Newton to live with a Resident, and who (1) provides care or support that is essential to the care and wellbeing of the Resident; (2) is not obligated for the support of the Resident; and (3) would not be living in the Apartment Home except to provide the necessary supportive services.

Monthly Fee: The monthly fee that you pay for your Apartment Home and included services provided under this Agreement.

Move-In Date: the date you move into your Apartment Home.

Opus Share: The Community's entrance fee, 80% of which is refunded pursuant to Article XIII, Section E of this Agreement upon termination of the Agreement (less Unpaid Expenses).

Opus Share Refund: As defined in Article VIII, Section F. of the Agreement. .

Opus Handbook: The resident handbook for the Community that contains important policies and Community rules as well as information that will help you navigate our Community and the Campus, attached as Appendix C.

Opus Newton: As defined in the first paragraph of this Agreement.

Opus Time: Your personal contribution of ten (10) volunteer hours each month to the Community.

Qualified Resale: When we resell your Apartment Home after you have Vacated your Apartment Home and a new resident signs a Residency and Services Agreement, has paid their Opus Share and their move-in date has occurred.

Parking Fee: The monthly amount you pay for parking at Opus Newton.

Resident: You. If more than person signs this Agreement, this term refers to each of you individually.

Unpaid Expenses: See Article XIII, Section F of the Agreement.

Upgrade Fees: Non-refundable fees that you pay to customize your Apartment Home prior to the Move-In Date.

Vacate or Vacating: When you or the last remaining resident has released your Apartment Home and made it available to Opus Newton by removing all your property and permitting it to be restored to its original clean condition (excluding ordinary wear and tear) in accordance with this Agreement.

Signature Page Follows

SIGNATURE PAGE

I have read and understand these documents and have had an opportunity to review them with an advisor or representative(s) of my choice.

I (we) hereby certify that I (we) am (are) capable of living independently at the present time.

SIGNED under SEAL as of this ____ day of _____, 20____.

RESIDENT(S)

Date Resident

Date Resident

2LIFE OPUS NEWTON, INC.

Date By: _____

Title: _____

If another individual is funding your Deposit and/or Opus Share, they shall acknowledge and agree as follows:

I have read and understand this Agreement.

Print Name

Signature

Relationship to the Resident(s)

Internal use:

Received by _____

Date _____

Residence Number / Type assigned _____

APPENDICES

- A. Disclosure Statement and Receipt
- B. Resident Qualification & Other Required Residency Documents
 - 1. Application for Residency
 - 2. Confidential Financial Intake Form and evidence of assets, liabilities, net worth and income
 - 3. Guaranty, if applicable
 - 4. Responsible Party, if applicable
 - 5. Upgrade Selections and Fees, if applicable
- C. Opus Handbook

APPENDIX A

Disclosure Statement and Receipt

See attached.

APPENDIX B

Resident Qualification & Other Required Admission Documents

1. Application for Residency
2. Confidential Financial Information Form and evidence of assets, liabilities, net worth and income
3. Guaranty, if applicable
4. Responsible Party, if applicable
5. Upgrade Selections and Fees, if applicable

APPENDIX C

Opus Handbook

See attached.

APPENDIX D

Arbitration Agreement and Cover Sheet

See attached.

EXHIBIT C

Fees

Residency at Opus requires an up-front payment called the Opus Share as well as monthly fees.

Opus Shares currently start at \$437,000.

Monthly fees for a one-bedroom apartment start at \$1,960 for one person in a one-bedroom apartment and start at \$3,272 for one person in a two-bedroom apartment. Second person fees are \$880 for one-bedroom and one-bedroom/den floor plans and \$980 for two-bedroom and two-bedroom den floor plans.

Fees include all utilities including high speed Internet, all interior and exterior maintenance, a \$400 per person monthly dining credit, care navigation services, holistic wellness and lifelong learning programs, and access to all amenities.

EXHIBIT D

Property	City/Town	Year Opened/ Renovated	Apartments
Ulin House	Boston	1971 / 2015	239
Leventhal House	Boston	1973	254
The Gitta and Saul Kurlat House	Boston	1978 / 2018	209
Golda Meir House	Newton	1979 / 2018	199
Coleman House	Newton	1984 / 2023	146
Shillman House	Framingham	2011	150
Weinberg House	Boston	2019	61
The Harold and Ronald Brown Family House	Brookline	2020	62
Shirley Meadows	Shirley	2020	58
Golda Meir House Expansion	Newton	2023	68
J.J. Carroll	Boston	2023	142

Future Property	City/Town	Projected Opening	Apartments
Leland House	Waltham	Pre-development	68
Solimine House	Lynn	Pre-development	150
Shirley Meadows Phase Two	Shirley	Pre-development	62
Brooke House & Treehouse	Boston	Pre-development	187
Porter Street	Lynn	Pre-development	114