



OPUS NEWTON DISCLOSURE STATEMENT AS OF MAY 2025

In accordance with Massachusetts General Laws Chapter 93, Section 76(b), the provider, 2Life Opus Newton LLC, is providing this information to you as a prospective resident of Opus Newton, the continuing care retirement community which we are developing and planning to operate at 777 Winchester Street, Newton, MA 02459 (the "Community").

I. GENERAL INFORMATION.

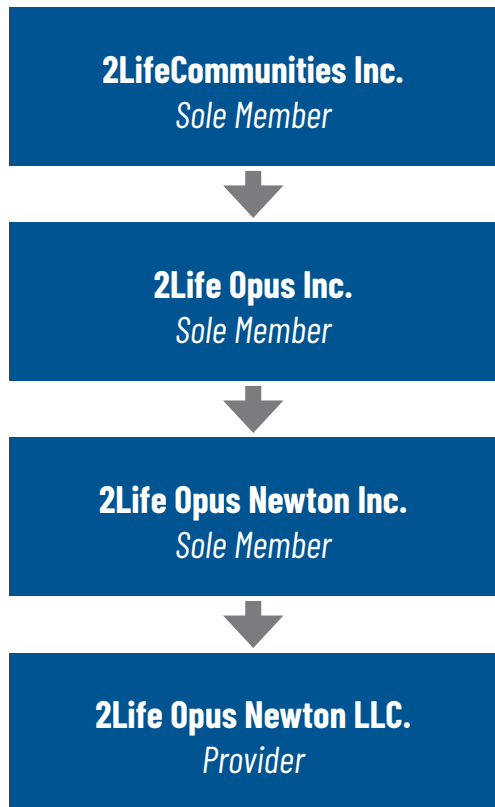
Name of Provider: 2Life Opus Newton LLC
Address: 777 Winchester Street, Newton, MA 02461
Phone: 617-514-0228
Fax: 617-912-8489
Email: opus@2lifecommunities.org

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

2Life Opus Newton LLC is a Massachusetts limited liability company whose sole 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.

Following is an organizational chart of the Provider:

Opus Newton Organization Chart



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. 2Life Opus Newton LLC was organized on December 15, 2022 for the purpose of developing and owning Opus Newton and 2Life Opus Newton Inc. was made its sole member. Opus Newton will be 2Life's first community based on the continuing care retirement community model.

II. OFFICERS AND DIRECTORS OF PROVIDER.

The Provider is 2Life Opus Newton LLC, which does not have any officers or directors. The sole member of 2Life Opus Newton LLC is 2Life Opus Newton Inc. 2Life Opus Newton Inc.'s sole member is 2Life Opus Inc. whose sole member is 2Life Communities Inc. Following is an organization chart of 2Life Opus Newton LLC:

The directors of 2Life Opus Newton Inc. and 2Life Opus Inc. are identical, and they also serve as directors on the 2Life Communities Inc. board:

Jeffrey Sacks, Chair and Director

Robert Gifford, Director

Michael Alperin, Director

The officers of 2Life Opus Newton Inc. and 2Life Opus Inc. are identical, and some also serve as officers of 2Life Communities Inc. The offices that those individuals hold are listed below:

Name	2Life Opus Newton Inc. and 2Life Opus Inc. Office	2Life Communities Inc. Office
Amy Schectman	President	CEO
Ben Mahnke	Treasurer	Assistant Treasurer and CFO
Lizbeth Heyer	Clerk	President
Karen Edlund	Assistant Treasurer	Assistant Treasurer
Matthew Brett	Assistant Clerk	Assistant Clerk

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>.

III. BUSINESS EXPERIENCE OF THE PROVIDER.

2Life Communities, formally known as Jewish Community Housing for the Elderly, was founded in 1965. Over nearly sixty years, 2Life has sponsored and now owns and manages 1,656 apartments for residents ages 62 and older at seven campuses in Boston, Brookline, Newton, Framingham, Waltham and Shirley, Massachusetts. In addition to Opus Newton, 2Life is actively developing another 693 apartments for older adults at its existing campuses in Boston, Newton and Shirley, and new communities in Lynn and Mattapan. A schedule of current properties and future properties is included in Exhibit C.

2Life's apartments primarily serve low- and moderate-income older adults and welcome seniors from all backgrounds. The apartments enable 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.

IV. 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 managing the operations and finances of Opus Newton, including servicing the debt associated with the community, 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, make debt service payments, repay 2Life Communities Inc.'s equity contributions and cover operating shortfalls, if any, during the initial fill-up period and thereafter.

2Life Opus Newton Inc. is also a party to certain financing agreements for the construction of Opus Newton. 2Life Communities Inc. made a capital contribution to the construction of Opus Newton and is also party to certain agreements to provide additional support for the development of Opus Newton, if needed.

V. DESCRIPTION OF COMMUNITY.

Opus Newton is located at 777 Winchester Street at the corner of Nahanton Street in Newton, sharing a campus with 2Life's Coleman House affordable living community which is owned and operated by a 2Life affiliate, and also with the Leventhal Sidman Jewish Community Center of Greater Boston. 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, multipurpose/meeting rooms, classrooms, art studio, library, fitness/aerobics center, mail room, volunteer hub, wellness center, lounge areas, salon, convenience store, 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 can 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 and/or in the wellness center.

VI. CERTIFIED FINANCIAL STATEMENTS.

The certified financial statements as of the end of the most recent fiscal year for 2Life Opus Newton are attached as Exhibit D. 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 is available upon request.

The financing described under Section 7 includes sufficient working capital to fund anticipated start-up costs prior to stabilized occupancy which is expected to occur by the fourth quarter of 2026.

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 is reviewed periodically by the Provider's accounting firm. Funds held in reserve will be professionally managed and monitored by the Investment Committee of the 2Life Communities Inc. Board of Directors.

VII. SOURCES AND USES OF FUNDS. .

On March 13, 2023, MassDevelopment issued the Series 2023A, 2023B, 2023C and 2023D 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. The project is currently on budget.

- 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 Design, Engineering & 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 \$8,000,000 at stabilized occupancy. Individual estimated rates are shown on Exhibit B and are subject to change. Opus Newton does not anticipate receiving government subsidies for any services.

Other Attached Documents.

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

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

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

Exhibit C: 2Life Communities properties schedule

Exhibit D: Certified Financial Statements

EXHIBIT A
Residency and Services Agreement

[See attached]



OpusNewton
From 2Life

OPUS NEWTON SUMMARY SHEET

RESIDENT(S): _____

ADDRESS PRIOR TO OPUS NEWTON: _____

APARTMENT HOME #: _____

COMMENCEMENT DATE: _____

MOVE-IN DATE: _____

OPUS SHARE: \$ _____

OPUS SHARE DEPOSIT: \$ _____

PRIORITY PROGRAM DEPOSIT: \$ _____

WAIT LIST DEPOSIT: \$ _____

MONTHLY FEE: \$ _____

ADDITIONAL PERSON _____

MONTHLY FEE: \$ _____

PARKING FEE: \$ _____

PARKING: _____

ARBITRATION AGREEMENT: YES NO



OPUS NEWTON 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 LLC, a Massachusetts limited liability company ("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.)

I. ABOUT THIS AGREEMENT

Opus Newton is sponsored by 2Life Communities ("2Life"). It is a middle market 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.

II. 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.

III. 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.

- 1. 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 nonassignable 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").
- 2. Your Living Accommodations.** Your Apartment Home comes outfitted with the following amenities: finished floors and floor coverings and appliances (range with self-cleaning oven, microwave, garbage disposal, refrigerator, dishwasher, washer and dryer).
- 3. 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 of which will be billed directly to you as may be applicable. You are responsible for purchasing any consumables for light fixtures and appliances not supplied by us, such as light bulbs. Opus Newton is an eco-friendly community; please refer to the Opus Handbook for more details.
- 4. 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 guidelines.
- 5. Cosmetic Alterations.** After the Move-In Date, you may alter your Apartment Home in accordance with your tastes and preferences and in compliance with the law, provided that you obtain the prior written approval of Opus Newton for certain cosmetic alterations listed in the Opus Handbook and 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 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.
- 6. Pets.** We recognize that pets are a meaningful part of many people's lives and therefore allow pets in all Apartment Homes subject to the policies contained in the Opus Handbook attached hereto (see Appendix C) and a separate Pet Agreement. 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.

7. **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, except in designated outdoor areas.
8. **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 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.

1. **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 the 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.

2. **Safety and 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 on-site 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.

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

Each Apartment Home 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.

IV. 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 restaurant, multipurpose/meeting rooms, classrooms, art studio, library, private dining, fitness center, a guest suite, mail room, volunteer center, wellness center, any convenience stores, 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. Policies related to use of the common areas and amenities are contained in the Opus Handbook. We will perform common area maintenance and landscaping services for the Community.

V. 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 and 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 will not accrue during such absence.

B. 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 or personal circumstances.

VI. WELLNESS SERVICES INCLUDED IN YOUR MONTHLY FEE

The following services and amenities are presently available at Opus Newton to promote your health and well-being. 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, 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. 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 restaurant as well as prepared items in any convenience store on the Nahanton Campus. 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, convenience store nonfood items, 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 one, thirty (30) day standard annual food credit per year equal to the amount established by the Executive Director for such credit for that year (not the one-month culinary credit).

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 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 at its discretion, which we anticipate to be at least annually. You may also request a reasonable amount of assistance from the 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 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 and/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..

VII. 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.

Third-party providers will 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

You may arrange with third-party providers to provide 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 providers for private duty caregiver and home health agency services in order to access enhanced scheduling options and competitive pricing, or you can use another third-party provider of your choice. 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 an additional fee 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. Participants 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 and eligibility requirements.

VIII. YOUR HEALTH CARE RESPONSIBILITIES

You are responsible for the following in connection with providing for your health care needs.

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) as well as Medicare supplemental or gap coverage or Medicare Advantage (and Medicare Part D if not included in your plan), 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 providers 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.

IX. OTHER COMMUNITY SERVICES AVAILABLE FOR ADDITIONAL EXPENSE

A. Parking.

The Community provides limited parking 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 can provide a list of approved third-party providers if you are interested in having housekeeping services for your Apartment Home. You can contact one of the providers listed in the Opus Handbook or speak with the Community's Executive Director or designee 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 Nahanton Campus Center. Opus Newton staff may arrange third-party providers if you are interested in personal fitness training services. You may contact one of our approved providers listed in the Opus Handbook or speak with the Community's Executive Director or designee 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 Nahanton Campus Center. Opus Newton staff may arrange third-party providers 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 and Other Providers.

We will permit retailers or other selected providers to provide services in the Community, with our approval. You may engage those providers 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, unanticipated labor shortages, public health emergency, pandemic or other significant outbreak of disease, or change in law. In such circumstances, we will use our reasonable 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 and/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.

X. 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 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.

XI. OUR FEES

A. Your Deposit and 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.

1. 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.

2. **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 providers 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 at its sole discretion. We may increase or decrease Fees or the scope or frequency of services available to the Community upon thirty (30) days' advance notice to you. You agree to pay the adjusted Fees, as applicable.

E. Joint Liability for Fees.

For the avoidance of doubt, if you share your Apartment Home with an Additional Person, each of you shall be jointly and severally liable for all Unpaid Expenses (as defined in Article XIII, Section F) due under this Agreement.

F. Payment Obligation.

1. **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, at 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.

2. **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 your Apartment Home. 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 providers; (iv) expenses for private in-home care using your own third-party providers; (v) housekeeping provider 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. Your Advance Draws shall be informed by, and may only be authorized and continued to be 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 that 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 to your family and financial and legal advisors, and 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.

XII. 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 nonresident must follow the standard application procedures for the Community and must meet all of the eligibility criteria for Opus Newton residency. If the nonresident'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 nonresident'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 is more than one of you, both of you) may move to a different apartment home at the Community, subject to availability and meeting eligibility criteria. 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 and meeting eligibility criteria. 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 one resident will move in with another 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 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. You both shall be required to pay the balance of the new Opus Share, if any.

E. Permanent Relocation for Health Reasons.

- 1. Joint Occupancy.** If you occupy your Apartment Home jointly with an Additional Person and one of you needs permanent care outside of your Apartment Home, the other person may continue to occupy your Apartment Home. In that case, the remaining Resident shall pay the one-person 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 Apartment Home 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.
- 2. Single Occupancy.** If you occupy your Apartment Home by yourself and you need permanent care outside of your Apartment Home, you must Vacate your Apartment Home within thirty (30) days of the date of providing notice that you are moving permanently from the Community. If you do not Vacate your Apartment Home 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 Apartment Home 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.

XIII. TERMINATION

A. Cancellation Prior to Occupancy - Deposit Refund and Opus Share 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 Opus Share, which may be subject to a fee of one percent (1%) of the Opus Share (“Administrative Fee”), and as follows:

- 1. 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 at our sole discretion, this Agreement shall terminate and Opus Newton will pay a refund of your entire Opus Share to you, your estate or your designated beneficiary without deduction of an Administrative Fee.
- 2. 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 at its sole discretion, you or your estate can terminate this Agreement and receive a refund of your entire Opus Share without a deduction of an Administrative Fee. If one member of a couple passes, the surviving spouse may choose whether to keep the Opus Share 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 Opus Share amount will be made to you under this provision or applied to your new Opus Share, as you direct us in writing.

- 3. Termination 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 within sixty (60) days of 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.
- 4. 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 refund of your entire Opus Share and a refund of any other amounts paid under this Agreement, less an Administrative Fee.
- 5. 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 full refund of your Deposit (“Deposit Refund”), less the Administrative Fee, unless we agree in writing with you to extend the Move-In Date.
- 6. Timing of Payment of Deposit Opus Share Refund and Deposit Refund.** The refund of your entire Opus Share and Deposit Refund, if applicable, less the Administrative Fee, if applicable, will be made within thirty (30) days after you terminate this Agreement in writing under Article XIII, Section A. In the event you have paid for optional upgrades to your Apartment Home, the associated fees (“Upgrade Fees”) are nonrefundable.

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:

1. If you exchange your Apartment Home in the Community as provided for in Article XII, Sections B, C or D;
2. Your permanent relocation for any reason (or the permanent relocation of each of you, if you are joint occupants) from the Community; or
3. 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. 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.

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:

1. 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;
2. 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;
3. 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 at our sole discretion;
4. Your material transfer or waste of your assets impairing your financial eligibility as determined by Opus Newton prior to your Move-In Date;
5. If your behavior in Opus Newton's sole discretion causes an unreasonable and ongoing disturbance at the Community; or
6. 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, at its sole discretion, that a sooner termination is warranted due to exigent circumstances or risk of 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 at 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:

1. 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.
2. 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 provided by us, fixture, walls, ceilings, floor covering, cabinets, countertops, windows, window coverings, doors, lights and locks; plus (vii) the cost of 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.

XIV. 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 at 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 applicable 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 Apartment Home, 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.

1. 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.

2. 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, MA 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 and Venue.

This Agreement and any disputes hereunder shall be governed by the laws of the Commonwealth of Massachusetts. The venue for any suit related to this Agreement shall be in Suffolk County, 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.

XV. GLOSSARY

2Life: 2Life owns and manages 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 the Commencement Date and the Move-In Date.

Care Navigation Team or Team: A multidisciplinary team made up of a registered nurse, a social worker 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.

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

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

Deposit: The Opus Share Deposit, Wait List 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.

Executive Director: Deputy Chief of the Nahanton Campus.

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

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

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 receive the keys to your Apartment Home. The initial agreed upon Move-In Date is set forth in the Summary Sheet.

Nahanton Campus: The portion of the Campus consisting of Opus Newton, Coleman House and the Nahanton Campus Center.

Nahanton Campus Center: The building connecting Opus Newton and Coleman House.

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 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 E of the Agreement.

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

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

Qualified Resale: When, after you have Vacated your Apartment Home, a new resident has signed a Residency and Services Agreement, has paid their Opus Share and their Move-In Date has occurred.

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

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

Upgrade Fees: Nonrefundable 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, have 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.

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 residing in an independent living setting.

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

RESIDENT(S)

Date Resident

Date Resident

2LIFE OPUS NEWTON LLC

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)

2LIFE OPUS NEWTON LLC

Received by

Date

Apartment Home Number/Type assigned

APPENDICES

- A. Disclosure Statement and Receipt
- B. Resident Qualification and Other Required Residency Documents
- C. Opus Handbook

APPENDIX A

Disclosure Statement and Receipt

See attached.

APPENDIX B

Resident Qualification and Other Required Residency Documents

1. Application for Residency
2. Confidential Financial Information Form, and evidence of assets, liabilities, net worth and income, all as updated
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

See attached.



ARBITRATION AGREEMENT

This Arbitration Agreement ("Agreement") is made between _____ or, if applicable, his or her legal representative (collectively, the "Resident") and 2Life Opus Newton LLC (the "Community"), a continuing care retirement community located in Newton, Massachusetts (each a "Party," collectively, "Parties").

WHEREAS, the relationship between the Parties commenced upon the execution of the Residency and Services Agreement dated _____ (the "Residency Agreement"), which is hereby incorporated;

WHEREAS, the Parties recognize that disputes and differences could arise between them;

WHEREAS, the Parties agree that it is in their best interest to appoint an arbitrator to resolve such disputes when and if they arise;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- A. Agreement to Arbitrate.** The Parties agree that all claims identified in Section B(1) of this Agreement (each a "Dispute") will be resolved exclusively and finally through binding arbitration as described in this Agreement.
- B. Applicability.**
 - 1. Claims Subject to this Agreement.** Except as provided in Section B(2) of this Agreement or as otherwise specifically precluded by law, any and all claims or controversies arising out of or in any way relating to the Residency Agreement, this Agreement, and/or the Resident's occupancy in the Community, whether existing now or arising in the future, whether arising out of state or federal law, whether for statutory, compensatory or punitive damages, or whether sounding in contract, tort, common law or statute, shall be subject to binding arbitration.
 - 2. Claims Exempted from this Agreement.** Notwithstanding Section B(1) of this Agreement, claims involving matters of collection regarding amounts owed by the Resident under the Residency Agreement are not subject to this Agreement.
- C. Authority of Arbitrator.** The Parties agree that the arbitrator assigned to administer any matters arising under this Agreement (the "Arbitrator") is empowered to resolve all Disputes, including without limitation, any Disputes regarding the making, execution, validity, enforceability, voidability, unconscionability,

severability, scope, arbitrability, interpretation, waiver, duress, preemption or any other defense to enforceability of this Agreement, as well as to resolve the Parties' underlying Disputes, as it is the Parties' intent to completely avoid the court system. The Parties shall accept the resolution of the Dispute by the Arbitrator.

D. Arbitration, Generally.

- 1. Waiver of Trial by Judge or Jury.** Arbitration is a method of resolving disputes without involving the courts. In arbitration, a dispute is heard and decided by a private, neutral individual called an arbitrator. The Parties are not waiving their right to bring a claim by agreeing to arbitrate Disputes. **However, by signing this Agreement, the Parties are giving up and waiving their right to have a Dispute decided in a court of law before a judge and/or jury,** as the Parties desire and expressly agree that all Disputes be resolved outside the court system.
- 2. Binding on Parties and Others.** It is the Parties' intention that this Agreement shall inure to the direct benefit of and bind the Community, its parent, affiliates, and subsidiary companies, management companies, officers, directors, employees, agents, representatives, successors, assigns, attorneys, insurers, and any entity or person that provided any services, supplies or equipment related to the Resident's stay(s) in the Community; and shall inure to the direct benefit of and bind the Resident and any other person acting on behalf of the Resident, including his/her successors, current and former spouses, children, next of kin, guardians, conservators, administrators, legal representatives, responsible parties, assigns, agents, attorneys, health care proxies, health care surrogates, attorneys-in-fact, designees, third-party beneficiaries, insurers, heirs, trustees and representatives, including the personal representative, conservator or executor of the Resident's estate, any person whose claim is derived through or on behalf of the Resident, any person who previously assumed responsibility for providing the Resident with necessary services such as food, shelter, clothing or medicine, and any person who executed this Agreement. The Parties agree that all aspects of a Dispute, including claims, cross-claims and counterclaims, made by or against any person or entity bound by this Arbitration Agreement shall be included and exclusively adjudicated through binding arbitration, except as otherwise stated herein.

E. Arbitration Procedures and Applicable Law.

- 1. Federal Arbitration Act.** The Parties expressly agree that the Residency Agreement, this Agreement and the Resident's occupancy in the Community involve interstate commerce. The Parties also stipulate that the Federal Arbitration Act, 9 U.S.C. §1-16, in effect as of July 1, 2013 ("FAA"), shall apply to this Agreement, and that the FAA shall preempt any inconsistent state law and shall not be reverse preempted.
- 2. Procedure.** The Parties agree that any arbitration conducted pursuant to this Agreement shall be administered by the American Arbitration Association (the "AAA") and follow the procedure of and be resolved through the Commercial Arbitration Rules of the AAA, unless otherwise provided by this Agreement. The parties shall select a neutral arbitrator in accordance with AAA procedures.
- 3. State Law Applies.** The Parties agree that the substantive and procedural law of the Commonwealth of Massachusetts applies throughout the arbitration of a Dispute.

4. **Venue.** The Parties agree that venue shall be in Newton, Massachusetts, unless: (a) the Parties opt for the venue to be a remote setting, in which case the Arbitrator and Parties may participate remotely from any geographic area; or (b) another convenient venue is otherwise agreed to by the Parties.
5. **Statute of Limitations Applies.** A demand for Arbitration must be filed and served in accordance with AAA procedures within the statute of limitations period that would apply to the same claim in a court of law of the Commonwealth of Massachusetts. Any claim not filed and served within the applicable limitations period shall be waived and forever barred.
6. **Arbitration Discovery.** The Parties agree that the following reasonable limitations apply to discovery during the arbitration process unless the Arbitrator determines that different discovery limitations are appropriate in order to preserve due process and/or are necessary to issue a just arbitral award on the merits of a Dispute.
- a. No Party is permitted to take more than ten (10) depositions, not including expert witnesses;
 - b. No Party is permitted to have more than two (2) expert witnesses;
 - c. No party is permitted to serve more than thirty (30) interrogatories; and
 - d. No party is permitted to serve more than thirty (30) requests to produce documents.
- F. **Confidentiality.** The Arbitrator's final decision and this Agreement shall be retained by the Community for five (5) years following the date of resolution of the Dispute. All arbitration filings, deposition transcripts, documents produced or obtained in discovery, or other materials provided by and/or exchanged between the Parties and the arbitral award shall be deemed to be confidential and shall not be disclosed by the Parties, except as required by law.
- G. **Additional Communication Permitted.** Nothing in this Agreement prohibits the Resident, or any other person, from communicating with or making a complaint to any federal, state or local officials or bodies.
- H. **Right to Change Your Mind.** This Agreement may be revoked (i.e., rescinded or canceled) by any Party within thirty (30) calendar days from the date that Party signs this Agreement, provided that the Party seeking to revoke the agreement sends the other Party, by certified mail, written notice of the revocation within thirty (30) days of signing this Agreement.
- I. **Waiver of This Arbitration Agreement.**
1. **No Action to be Construed as Waiver.** Except as otherwise provided in Section I(2) of this Agreement, no action by a Party shall be deemed a waiver of the rights conferred by this Agreement. For example, should one Party improperly initiate a lawsuit in the court system regarding a claim subject to arbitration under this Agreement, the Parties expressly agree that participation by the other Party in cooperative general discovery while a motion to compel arbitration is pending shall not constitute evidence of a waiver of this Agreement.
 2. **Waiver.** If the Resident or the Community files a complaint ("Complaint") regarding a Dispute in a court of competent jurisdiction and the responding party (the "Respondent") files a response to the Complaint without simultaneously moving to enforce this Agreement, the Respondent will be deemed to have waived the requirements of this Agreement, unless the rules of the court preclude such a simultaneous motion, in which case this Agreement is not waived absent the written consent of both

parties. To the extent this Agreement is waived pursuant to this Section I(2), such waiver applies only to the particular Dispute at issue.

J. Miscellaneous Provisions.

- 1. Fees and Costs.** Fees and costs associated with the arbitration of a Dispute pursuant to this Agreement shall be paid in accordance with the Commercial Rules of Arbitration of the American Arbitration Association. To the extent permitted by law, any Party who challenges the enforceability of this Agreement and unsuccessfully defends against its enforcement shall be required to pay the successful Party's attorney's fees and costs incurred in the course of supporting the enforceability of this Agreement (e.g., attorney's fees and costs incurred in filing a Motion to Compel Arbitration).
- 2. Survival Clause.** Unless this Agreement is revoked pursuant to Section H, the terms and conditions recited herein shall survive and remain in full force and effect notwithstanding the death of the Resident, the discontinuation of operations at the Community, or the termination, cancellation or natural expiration of the Residency Agreement or any other contract between the Parties.
- 3. Integration Clause.** This Agreement represents the Parties' entire Agreement regarding Disputes, and it may only be changed in a writing signed by all Parties.
- 4. Severability.** Any clause, term, phrase, provision or part thereof contained in this Agreement is severable, and in the event any of them is found to be invalid for any reason, this Agreement shall be interpreted as if such invalid clause, term, phrase, provision or part thereof were not contained herein, and the remaining clauses, terms, phrases, provisions or parts thereof, of this Agreement shall not be affected by such determination and shall remain in full force and effect. This Agreement shall not fail because any clause, term, phrase, provision or part thereof is found void, invalid or unenforceable. No part of this Agreement will be construed against any Party because that Party drafted the Agreement.
- 5. Confirmation of Award.** The Parties agree that any arbitral award granted in an arbitration conducted pursuant to this Agreement may be confirmed in a court of competent jurisdiction.
- 6. Authority.** By signing this Agreement, the undersigned warrants that he/she has authority to bind the Party on behalf of which/whom he/she is signing.
- 7. Voluntary Agreement.** The Resident understands that he/she has a right to sign or to decline to sign this Agreement and that the decision to sign or decline to sign this Agreement shall not affect the decision as to whether the Resident will be offered residency at the Community.

THE RESIDENT ACKNOWLEDGES THAT THIS AGREEMENT WAS EXPLAINED TO HIM/HER AND, IF ANY, HIS/HER LEGAL REPRESENTATIVE, IN A FORM AND MANNER THAT HE/SHE UNDERSTANDS, INCLUDING IN A LANGUAGE THAT HE/SHE AND ANY LEGAL REPRESENTATIVE UNDERSTANDS.

EACH OF THE UNDERSIGNED ACKNOWLEDGES THAT HE/SHE: (1) HAS READ AND FULLY UNDERSTANDS ALL FIVE (5) PAGES OF THIS AGREEMENT; (2) UNDERSTANDS THAT BY SIGNING THIS AGREEMENT, EACH HAS WAIVED HIS/HER OR ITS RIGHTS TO A TRIAL BEFORE A JUDGE AND/OR A JURY; (3) VOLUNTARILY CONSENTS TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT; AND (4) CERTIFIES THAT HE/SHE IS THE RESIDENT OR A PERSON AUTHORIZED BY THE RESIDENT OR OTHERWISE AUTHORIZED BY STATE LAW TO EXECUTE AND BIND THE RESIDENT TO THIS AGREEMENT.

COMMUNITY

RESIDENT

By

By

Title

- Resident
- Legal Representative
- Responsible Person
- Other: _____

By

- Resident
- Legal Representative
- Responsible Person
- Other: _____

EXHIBIT B

Fees

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

Opus Shares currently start at \$391,391.

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. One parking space is available for each apartment for a monthly fee of \$200.

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 C

Property	City/Town	Year Opened/ Renovated	Apartments
Ulin House	Boston	1971 / 2015	239
Leventhal House	Boston	1973	254
The Gita 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
Leland House	Waltham	2023	68

Future Property	City/Town	Projected Opening	Apartments
Solimine House	Lynn	Pre-development	150
Shirley Meadows Phase Two	Shirley	Pre-development	62
Brooke House at Olmsted Village	Boston	Pre-development	127
Treehouse at Olmsted Village	Boston	Pre-development	66
Porter Street	Lynne	Pre-development	114

EXHIBIT D
Certified Financial Statements

[See attached]

2Life Opus Newton Limited Liability Company

**Financial Statements
and Independent Auditor's Report**

December 31, 2024



2Life Opus Newton Limited Liability Company

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Independent Auditor's Report

To Management
2Life Opus Newton Limited Liability Company

Opinion

We have audited the financial statements of 2Life Opus Newton Limited Liability Company, which comprise the balance sheet as of December 31, 2024, and the related statements of operations, member's equity (deficit), and cash flows for the year ended December 31, 2024, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of 2Life Opus Newton Limited Liability Company as of December 31, 2024, and the results of its operations and its cash flows for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America ("GAAS"). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of 2Life Opus Newton Limited Liability Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about 2Life Opus Newton Limited Liability Company's ability to continue as a going concern for one year after the date that the financial statements are issued or when applicable, one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 2Life Opus Newton Limited Liability Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about 2Life Opus Newton Limited Liability Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

CohnReznick LLP

Bethesda, Maryland
April 29, 2025

2Life Opus Newton Limited Liability Company

Balance Sheet
December 31, 2024

Assets

Current assets	
Cash	\$ 108,517
Total current assets	<u>108,517</u>
Restricted deposits and funded reserves	
Real estate tax and insurance escrow	95,424
Other reserves	<u>16,287,438</u>
Total restricted deposits and funded reserves	<u>16,382,862</u>
Rental property	
Construction in progress	96,417,381
Land	<u>8,420,000</u>
Total rental property	<u>104,837,381</u>
Total assets	<u><u>\$ 121,328,760</u></u>

2Life Opus Newton Limited Liability Company

Balance Sheet December 31, 2024

Liabilities and Member's Equity (Deficit)

Current liabilities	
Accounts payable	\$ 148,944
Accrued interest payable - construction bonds payable - current	1,510,689
Construction and development costs payable	<u>16,524,344</u>
Total current liabilities	<u>18,183,977</u>
Long-term liabilities	
Construction bonds payable, net	78,426,384
Due to related parties	9,164
Deferred revenue	<u>816,297</u>
Total long-term liabilities	<u>79,251,845</u>
Contingency	-
Member's equity (deficit)	<u>23,892,938</u>
Total liabilities and member's equity (deficit)	<u><u>\$ 121,328,760</u></u>

See Notes to Financial Statements.

2Life Opus Newton Limited Liability Company

Statement of Operations
Year Ended December 31, 2024

Revenue	
Other operating income	\$ 16,603
Total revenue	<u>16,603</u>
Operating expenses	
Advertising and marketing	<u>1,035,405</u>
Total operating expenses	<u>1,035,405</u>
Net operating loss	<u>(1,018,802)</u>
Other income (expense)	
Interest income	624,493
Other financial income (expense)	<u>116,743</u>
Total other income (expense)	<u>741,236</u>
Net loss	<u><u>\$ (277,566)</u></u>

See Notes to Financial Statements.

2Life Opus Newton Limited Liability Company

**Statement of Member's Equity (Deficit)
Year Ended December 31, 2024**

Balance, January 1, 2024	\$ 14,760,504
Net loss	(277,566)
Contributions	<u>9,410,000</u>
Balance, December 31, 2024	<u><u>\$ 23,892,938</u></u>

See Notes to Financial Statements.

2Life Opus Newton Limited Liability Company

**Statement of Cash Flows
Year Ended December 31, 2024**

Cash flows from operating activities	
Net loss	\$ (277,566)
Changes in	
Due to property management	<u>148,944</u>
Net cash used in operating activities	<u>(128,622)</u>
Cash flows from investing activities	
Expenditures on rental property	(49,831,898)
Change in real estate tax and insurance escrows	(36,040)
Change in other reserves	<u>(11,417,232)</u>
Net cash used in investing activities	<u>(61,285,170)</u>
Cash flows from financing activities	
Contributions from member	9,410,000
Proceeds from bonds payable	51,910,000
Payment to related parties	(106,691)
Change in deferred revenue	223,415
Payment of bond issuance costs	<u>(506,191)</u>
Net cash provided by financing activities	<u>60,930,533</u>
Net decrease in cash	(483,259)
Cash, beginning	<u>591,776</u>
Cash, end	<u>\$ 108,517</u>
Supplemental disclosure of cash flow information	
Cash paid for interest, net of amounts capitalized	<u>\$ -</u>
Supplemental schedule of non-cash investing and financing activities	
Construction and development costs payable	\$ 16,524,344
Accrued interest payable, capitalized	1,510,689
Amortization of debt issuance costs	<u>809,960</u>
	<u>\$ 18,844,993</u>

See Notes to Financial Statements.

2Life Opus Newton Limited Liability Company

Notes to Financial Statements December 31, 2024

Note 1 - Organization and nature of operations

2Life Opus Newton Limited Liability Company (the "Company") was organized under the laws of the Commonwealth of Massachusetts on December 14, 2022 for the purposes to plan, acquire, hold, develop, manage, operate, invest in, and otherwise deal with interests in real property. 777 Winchester Street (the "Property") is located in Newton, Massachusetts and consists of 174 independent senior living units. The Company will continue in perpetuity.

The Company consists of a Sole Member, 2Life Opus Newton Inc., which has 100% ownership. All profits and losses of the Company will be allocated 100% to the Sole Member.

Note 2 - Summary of significant accounting policies

Basis of presentation

The financial statements of the Company are prepared on the accrual basis of accounting and in accordance with accounting principles generally accepted in the United States of America.

Use of estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America 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.

Rental property

Rental property will be carried at cost. Depreciation is provided for in amounts sufficient to relate the cost of depreciable assets to operations over their estimated service lives by use of the straight-line method for financial reporting purposes. For income tax purposes, accelerated lives and methods are used. Depreciation will be calculated for building, land improvements, and furniture for project/tenant use using the estimated useful lives of 40, 20, and 10 years, respectively. Expenditures for renewals and betterments that extend the useful lives of the rental property are capitalized. Expenditures for maintenance and repairs are charged to expense as incurred. As of December 31, 2024, the building has not been placed in service and no depreciation has been incurred.

Construction in progress

Construction in progress is recorded at cost. In addition to the direct costs of construction, interest, property taxes, and insurance are capitalized to construction in progress during periods in which activities are necessary to get the Property ready for its intended use.

Advertising costs

Advertising costs are charged to operations when incurred. For the year ended December 31, 2024, the Company incurred advertising costs of \$1,035,405.

Income taxes

The Company is a wholly-owned entity and their taxable income or loss pass through to, and will be reportable by their sole member, 2Life Opus Newton Inc.

2Life Opus Newton Limited Liability Company

Notes to Financial Statements December 31, 2024

Impairment of long-lived assets

The Company reviews its rental property for impairment whenever events or changes in circumstances indicate that the carrying value of an asset may not be recoverable. When recovery is reviewed, if the undiscounted cash flows estimated to be generated by the Property are less than its carrying amount, management compares the carrying amount of the Property to its fair value in order to determine whether an impairment loss has occurred. The amount of the impairment loss is equal to the excess of the asset's carrying value over its estimated fair value. No impairment loss has been recognized for the year ended December 31, 2024.

Bond Issuance costs

Bond issuance costs, net of accumulated amortization, are reported as a direct deduction from the face amount of the construction loan payable to which such costs relate. Amortization of bond issuance costs is reported as a component of interest expense and is computed using the straight-line method. During construction, the amortization of bond issuance costs is capitalized to the cost of the development.

Interest costs

Interest incurred during the period of construction of the Project is capitalized as part of the cost of the rental property.

Note 3 - Restricted deposits and funded reserves

Bond reserves

In accordance with the Bond Trust Indenture Agreement, the Company is required to fund and maintain several accounts in the name of the issuer, including an issuance costs fund, debt service fund, debt service reserve fund, project fund, entrance fee fund, rebate fund, real estate tax and insurance fund, funded interest fund, and working capital fund.

The balances of the funds at December 31, 2024 consisted of:

Fund	Balance
Project fund	\$ 10,802,183
Debt service reserve fund	4,409,748
Funded interest fund	260,922
Issuance costs fund	58,466
Options and upgrades	756,119
Total fund balance	<u>\$ 16,287,438</u>

Note 4 - Construction contract

The Company has entered into a contract, approved by the Agency, with Dellbrook Construction LLC, an unrelated party, to perform general contractor services in conjunction with the construction of the Property. The contract sum amounted to \$100,772,025 which include change orders of \$4,377,772. For the year ended December 31, 2024, construction costs of \$75,277,502 were incurred and is capitalized to the rental property. As of December 31, 2024, \$15,928,508, including retainage of \$3,539,122, remains payable and is included in construction and development costs payable on the balance sheet.

2Life Opus Newton Limited Liability Company

Notes to Financial Statements December 31, 2024

Note 5 - Investments at fair value

The accounting guidance for fair value measurements and disclosures clarifies the principle that fair value should be based on the assumptions that market participants would use when pricing the asset or liability, and establishes the following fair value hierarchy:

Level 1 - Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the report date;

Level 2 - Inputs to the valuation methodology are other than quoted prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies; and

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques maximize the use of relevant observable inputs and minimize the use of unobservable inputs. Following is a description of the valuation methodologies used for assets measured at fair value.

The following table presents the fair value of assets measured on a recurring basis at December 31, 2024:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Net Balance</u>
Treasury bills	<u>\$ 10,680,565</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 10,680,565</u>

The Company's treasury bills are based on quoted prices in active markets and are, therefore, considered a Level 1 item. These investments are included in the debt service fund, funded interest fund, and project fund (see note 3) and are included in other reserves on the balance sheet.

Note 6 - Construction loan

The Company entered into a construction loan agreement with Massachusetts Development Finance Agency in the amount up to \$129,000,000, consisting of up to \$50,000,000 Revenue Bonds Series 2023A, up to \$15,000,000 Revenue Bonds Series 2023B, up to \$35,000,000 Revenue Bonds Series 2023C, and up to \$29,000,000 Revenue Bonds Series 2023D. No advances of proceeds of Series 2023D Bonds shall be made until all advances of proceeds of the Series 2023A Bonds, the Series 2023B Bonds, and the 2023C Bonds have been made. The Company shall have and is granted the option to prepay from time to time the amounts payable under the loan agreement in sums sufficient to redeem or pay or cause to be paid all or part of the Bonds in accordance with the Bond Trust Indenture. The bonds bear interest at 5 Year Municipal Market Data ("MMD") plus a spread.

2Life Opus Newton Limited Liability Company

Notes to Financial Statements December 31, 2024

Construction bonds payable at December 31, 2024 consisted of:

Series	Term Maturity	Interest rate	Bond Payable Balance as of 12/31/2024	Accrued Interest as of 12/31/2024
2023A	3/1/2028	5.65% to 6.25%	\$ 40,680,000	\$ 741,729
2023B	3/1/2028	5.85% to 6.6%	12,210,000	230,688
2023C	3/1/2028	5.85% to 6.6%	28,480,000	538,272
Total construction bonds payable			<u>\$ 81,370,000</u>	<u>\$ 1,510,689</u>

The liability of the Company under the construction bonds is limited to the underlying value of the real estate collateral, improvements, assignment of rents, and other amounts deposited with the lender.

For the year ended December 31, 2024, interest expense of \$3,726,499 was incurred and capitalized to the building.

Bond issuance costs, net of accumulated amortization, totaled \$2,943,616 as of December 31, 2024 and are related to the construction loan payable. Bond issuance costs are being amortized using the straight-line method.

Note 7 - Related party transactions

Property management fee

The Property is managed by 2Life Communities Services Inc., a related party, pursuant to a management agreement. The current management agreement provides for a management fee of 5.00% of monthly fee income as defined. During the year ended December 31, 2024, there were no such fees charged to operations.

During the normal course of operations, 2Life Communities Services Inc. periodically pays common expenses and is reimbursed by the Company for their respective share. For the year ended December 31, 2024, \$195,228 was advanced and \$46,284 was repaid. At December 31, 2024, \$148,944 was unpaid by the Company and included in accrued expenses.

Due to affiliate

In a prior year, the Company received development advances from 2Life Development Inc, a related party, in the amount of \$115,855. The funds are noninterest-bearing and payable on demand. During the year ended December 31, 2024, \$106,691 was paid and \$9,164 remains outstanding.

Note 8 - Concentration of credit risk

The Company maintains its cash balances in several accounts in various banks. The cash balances are insured by the Federal Deposit Insurance Corporation up to \$250,000 at each bank. At times, these balances may exceed the federal insurance limits; however, the Company has not experienced any losses with respect to its bank balances in excess of government provided insurance. Management believes that no significant concentration of credit risk exists with respect to these cash balances at December 31, 2024.

2Life Opus Newton Limited Liability Company

Notes to Financial Statements December 31, 2024

Note 9 - Economic dependency

The Company operates the Property located in Newton, Massachusetts. Future operations could be affected by changes in the economic climate or other conditions in that geographical area, or the demand for such housing.

Note 10 - Deferred revenue

The Company has deferred revenue related to the nonrefundable customization of certain units paid for by prospective tenants. At December 31, 2024, the balance was \$816,297.

Note 11 - Subsequent events

Events that occur after the balance sheet date but before the financial statements were available to be issued must be evaluated for recognition or disclosure. The effects of subsequent events that provide evidence about conditions that existed at the balance sheet date are recognized in the accompanying financial statements. Subsequent events which provide evidence about conditions that existed after the balance sheet date require disclosure in the accompanying notes. Management evaluated the activity of the Company through April 29, 2025 (the date the financial statements were available to be issued) and concluded other than the subsequent event discussed below that no subsequent events have occurred that would require recognition in the financial statements or disclosure in the notes to the financial statements.



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