

THE RESIDENCES AT SNOW PLACE

PURCHASE AGREEMENT

BASIC INFORMATION

Resident 1: _____

Resident 2: _____

Reservation and Deposit Agreement: Dated _____

Apartment: Apartment ____ at the Residences at Snow Place

Construction Fee:

Base Construction Fee _____

Other Fees or Charges _____

Total Construction Fee _____

Less Initial Deposit Paid (\$10,000)

Less Extension Deposit Paid (if applicable) (\$5,000)

NOTE: THIS DEPOSIT IS NON-REFUNDABLE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF PARAGRAPH 10 OF THIS AGREEMENT.

Balance Due Upon Execution of
Residency and Membership Agreement _____

Initial Closing Date: [four months from date of agreement] _____

Extended Closing Date: [eight months from the date of agreement] _____

Final Closing Date: [ten months from the date of agreement] _____

Current Monthly Carrying Charge: _____ per month

Resident's Notice Address: _____

1. INTRODUCTION

This Purchase Agreement (“Agreement”) is between Sophia Snow Independent Living, Inc., the operator of the Residences at Snow Place (hereinafter the “Residences”) and the resident set forth in the Basic Information on the first page of this Agreement (hereinafter “Resident”) who desires to reside at the Residences. When two persons are named in this Agreement, “Resident” hereinafter shall apply to each of them.

Sophia Snow Independent Living, Inc. (hereinafter “SSIL”) is a non-profit corporation organized under the laws of the Commonwealth of Massachusetts to establish, maintain and operate affordable housing for persons over the age of 62 years who are capable of living independently, and who agree to abide by policies developed from time to time by SSIL. For the purposes of this Agreement, “living independently” means the willingness and ability of Resident to access, manage and provide for any personal care or other assistance that the Resident may require.

By this Agreement, and subject to its terms, SSIL contracts to provide an apartment in the Residences at Snow Place on Centre Street in West Roxbury for occupancy by the undersigned Resident and grants a right to the Resident to enter into a Residency and Membership Agreement in the form attached hereto as Exhibit One (the “Residency and Membership Agreement”). SSIL reserves the right, on or before the Final Closing Date (as defined in Paragraph 8 and as set forth in the Basic Information), to make such changes and additions to the Residency and Membership Agreement as it deems reasonably necessary, provided that no such change shall materially adversely affect the Resident’s rights in the Apartment. This Agreement is not intended to confer on Resident the status of partner or joint venturer with SSIL, nor to grant to Resident any legal or equitable ownership interest in the Apartment or in SSIL or the Residences as a whole.

2. APARTMENT

Resident has selected, and SSIL undertakes to provide to Resident, the Apartment set forth in the Basic Information (hereinafter the “Apartment”). This Agreement supersedes and replaces the Reservation and Deposit Agreement which is hereby terminated.

3. ENTRANCE FEE

A. Amount of Entrance Fee. The base entrance fee (the “Base Entrance Fee”) required to be paid by Resident for occupancy of the Apartment is as set forth in the Basic Information.

B. Use of Entrance Fee by SSIL. The Entrance Fee shall constitute a membership fee to SSIL, a not-for-profit independent living community, in recognition of which Resident shall have the rights set forth herein. In order to minimize the amount of debt carried by SSIL and, accordingly, the monthly operating costs to be charged to residents, the Entrance Fee will be applied by SSIL to capital and operating costs of the Residences and the Apartment, including but not limited to: construction-related costs, capital improvements, extraordinary repairs, and reasonable reserves for replacements and other purposes. Resident understands and agrees that

the Entrance Fee is not a purchase price that entitles Resident to fee ownership in the Apartment, is not a security deposit, and will not be held in escrow or in a reserve account for the benefit of Resident. Resident shall pay the balance of the Entrance Fee on the Closing Date as set forth in Paragraph 8.

C. Return of Entrance Fee. Upon the termination of the Residency and Membership Agreement, SSIL will undertake to remarket and sell the occupancy rights to the Apartment to a successor Resident in accordance with the terms of the Residency and Membership Agreement. Fourteen (14) days following SSIL's resale of the occupancy rights to the Apartment SSIL shall pay to Resident (or to Resident's estate) ninety-three percent (93%) of the Entrance Fee, less any offsets resulting from unpaid Monthly Carrying Charge or extraordinary expenses of SSIL in preparing the Apartment for remarketing, all as further set forth in the Residency and Membership Agreement.

4. DEPOSITS

A. Initial Deposit. SSIL acknowledges that, simultaneously with the signing of the Reservation and Deposit Agreement, Resident paid an initial deposit of One Thousand Dollars (\$1,000). An additional deposit of Nine Thousand Dollars (\$9,000) has been paid this day, receipt of which is hereby acknowledged. The deposits, totaling Ten Thousand Dollars (\$10,000) (together, the "Initial Deposit") will not bear interest. The Initial Deposit will be applied to the Entrance Fee. In the event that this Agreement is terminated for any reason set forth in Paragraph 10, the Initial Deposit will be returned to Resident in accordance with Paragraph 10. Termination for any reason other than in accordance with the provisions of Paragraph 10 will result in forfeiture of the Initial Deposit.

In the event that: (i) Resident declares bankruptcy, is involuntarily declared bankrupt, makes an assignment for the benefit of creditors, or otherwise becomes unable to pay his/her debts as they become due, or (ii) Resident fails to close and take occupancy in accordance with Paragraph 8 for any reason other than as permitted under Section 10, SSIL, by notice to Resident, may terminate this Agreement and Resident shall not be entitled to return of the Initial Deposit. In the event of such termination by SSIL, the Initial Deposit will be retained by SSIL as liquidated damages for the expenses incurred by SSIL in undertaking to provide the Apartment in accordance with Resident's instructions, in holding the Apartment off the market during the term of this Agreement and in remarketing the Apartment.

B. Extension Deposit. By notice to SSIL delivered at least fifteen (15) days prior to the Initial Closing Date, Resident may extend the Closing Date to a date set forth in such notice (the Extended Closing Date), which date shall be no later than one hundred twenty (120) days after the Initial Closing Date, provided that: (i) Resident delivers with such notice a **NONREFUNDABLE** deposit (the Extension Deposit) of \$5,000.00; (ii) Resident agrees in writing to pay the Monthly Carrying Charge (as defined in Paragraph 6) beginning as of the Initial Closing Date and ending on the Extended Closing Date or the Final Closing Date (as defined in Paragraph 8), as the case may be; and (iii) Resident delivers with such notice the first such Monthly Carrying Charge. The Extension Deposit shall not bear interest. The Extension Deposit will be applied to the Entrance Fee. **In the event that this Agreement is terminated for any reason, whether as set forth in Paragraph 10 or otherwise, the Extension Deposit**

will be forfeited, Resident hereby agreeing and understanding that the Extension Deposit is Nonrefundable.

5. RESIDENCY AND MEMBERSHIP AGREEMENT

By entering into this Agreement, SSIL and Resident acknowledge and affirm that Resident has reviewed and has agreed to the document constituting the Residency and Membership Agreement, pursuant to which Resident will pay the balance of his/her Entrance Fee and be entitled to occupy the Apartment and receive the services set forth therein. Pursuant to the Residency and Membership Agreement, Resident shall have the right to occupy and use the Apartment during the term of his or her life, contingent upon timely and regular payment of the Monthly Carrying Charge described in Paragraph 6 herein and fulfillment of Resident's other obligations under the Residency and Membership Agreement. The rights and privileges of Resident, as further set forth in the Residency and Membership Agreement, to the Apartment and to the facilities and services provided by SSIL are personal to the Resident and cannot be transferred or assigned by an act of Resident or by any proceeding at law or otherwise. No person other than the Resident may occupy or use the Apartment except as set forth in the Residency and Membership Agreement.

6. INITIAL MONTHLY CARRYING CHARGE

When the Apartment is ready for occupancy, Resident agrees to pay monthly in advance, during the term of the Residency Agreement, a fee in the amount set forth and for the services as described in the Residency and Membership Agreement (the "Monthly Carrying Charge") as set forth in the Basic Information.

7. CHANGES IN MONTHLY CARRYING CHARGE

The monthly carrying charge may be increased by SSIL from time to time in accordance with the Residency and Membership Agreement.

8. CLOSING AND OCCUPANCY

On the Closing Date (being the Initial Closing Date, the Extended Closing Date as defined in Paragraph 4, or the Final Closing Date as defined below, as the case may be), Resident shall execute the Residency and Membership Agreement and pay to SSIL the balance of the Entrance Fee as set forth in the Basic Information, and the pro-rata portion of the Monthly Carrying Charge for the remainder of the month in which the Closing Date occurs.

Within fifteen (15) days prior to the Extended Closing Date, Resident may request a further extension of the Closing Date of up to sixty (60) days (the Final Closing Date). SSIL may agree to such further extension, or may choose to not agree to such further extension, for any reason or for no reason. **In any event, the Final Closing Date will be no later than ten (10) months from the date of this Agreement, and this Agreement shall terminate if Resident does not close, pay the balance of the Entrance Fee, and execute the Residency and Membership Agreement by the Closing Date.**

9. CASUALTY INSURANCE

SSIL will maintain casualty insurance against damage to the Apartment in accordance with the Residency and Membership Agreement.

10. TERMINATION OF AGREEMENT

A. By SSIL. SSIL reserves the right to terminate this Agreement at any time prior to the Closing Date if: (i) SSIL determines, in its reasonable judgment and based on all information available to it, that Resident is unable to meet Resident's obligations to live independently as set forth in the Residency and Membership Agreement, or (ii) SSIL is unable to deliver occupancy of the Apartment on the Closing Date (as such date may be extended pursuant to Paragraphs 4 and 8 hereof) by reason of work stoppages, inability to obtain materials, restrictive governmental acts or regulations, riots, war, flood or other reason beyond SSIL's reasonable control. Resident agrees to provide such information as SSIL reasonably may request to supplement or update the information provided in Resident's Application for Residency. SSIL will also consider any other evidence and documentation that Resident chooses to submit, but SSIL retains the right to determine, in its sole discretion, whether to terminate this Agreement for any of the reasons stated in this Paragraph. In the event that SSIL decides to terminate this Purchase Agreement, SSIL shall provide written notice to Resident of such termination, shall refund the Initial Deposit to Resident within fifteen (15) days and neither party hereto shall have any further rights or liabilities hereunder.

B. By Resident. Resident shall have the right to terminate this Agreement in the event that SSIL is unable to deliver the right to occupy the Apartment on the Closing Date, as such date may be extended pursuant to Paragraphs 4 and 8 hereof. In the event that Resident desires to terminate this Agreement due to SSIL's failure to deliver the right to occupy the Apartment as required under Paragraph 8, Resident shall provide written notice to SSIL of such termination, and SSIL shall refund the Initial Deposit to Resident within fifteen (15) days. The Agreement shall terminate automatically in the event of the death of all persons identified as "Resident" in the Basic Information set forth in the first page of this Agreement, and SSIL shall refund the Initial Deposit to the executor of Resident's estate within fifteen (15) days of the receipt of notice of Resident's death from such executor or another responsible party.

11. NOTICES

Notice to be given in accordance with this Agreement shall be deemed to have been properly given if and when delivered personally or sent by certified mail, return receipt requested, addressed to Resident at the Resident Notice Address set forth in the Basic Information and to SSIL at 1205 Centre Street, West Roxbury, MA 02132, Attn: Executive Director.

SIGNED as of this ____ day of _____, 20__.

Resident

Resident

SOPHIA SNOW INDEPENDENT LIVING, INC.

By: _____
Its _____