Date Filed: 4/20/2026 3:04 PM
Housing - Metro South
Docket Number: 24H82SP03575

Date Filed: 12/23/2024 10:39 AM
Housing - Metro South
Docket Number:

RETURN OF SERVICE

Occupant: Danny Abouelkhier

I hereby certify and return that on **November 22, 2024,** I served a copy of the within: **No Trespass Order, upon** the within named individual in the following manner:

By leaving true and attested copies at the within named: **Danny Abouelkhier,** last, and usual place of Abode. Said service was made at **550 Liberty St., #905, Braintree, MA 02184, I** further certify and return that on the same day, I mailed true and attested copies to the above stated address.

Dated: November 22, 2024

Jeff Belisle, Constable

Date Filed: 4/20/2026 3:04 PM
Housing - Metro South
Docket Number: 24H82SP03575

COMMONWEALTH OF MASSACHUSETTS
HOUSING COURT DEPARTMENT
METRO SOUTH DIVISION

NORFOLK, SS. DOCKET No. 24H82SP03575

LENOX FARMS LIMITED PARTNERSHIP,

Plaintiff,

v.

MOHAMED KASSEM, DANNY ABOUELKHIER,

Defendants.

DEFENDANT DANNY ABOUELKHIER'S LIMITED MOTION FOR RELIEF FROM ORDER PURSUANT TO MASS. R. CIV. P. 60(b)(1) AND 60(b)(6) (WITH INCORPORATED MEMORANDUM OF LAW)

Defendant Danny Abouelkhier ("DA"), pro se, respectfully moves, pursuant to Mass. R. Civ. P. 60(b)(1) and 60(b)(6), for limited relief from:

1. The June 9, 2025 allowance of Plaintiff's Motion to Strike (#63), and
2. The February 17, 2026 Order striking Defendant's jury demand.

This motion is brought as applied to summary process proceedings under Uniform Summary Process Rule 1 and G.L. c. 239.

This motion is narrowly tailored. It does not seek to relitigate eviction merits. It seeks correction of material record error and relief from a constitutional sanction imposed without required findings. This motion is filed promptly and is not intended to waive, moot, or limit appellate rights.

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MEMORANDUM OF LAW

I. RULE 60 STANDARD

Rule 60(b)(1) permits relief from an order based upon mistake, including judicial mistake or reliance upon an inaccurate procedural premise.

Rule 60(b)(6) permits relief where extraordinary circumstances justify intervention to prevent manifest injustice.

Relief is appropriate where:

• An order rests upon a demonstrably inaccurate record premise;

• A severe sanction affecting constitutional rights was imposed without explicit findings;

• Failure to correct would risk irreparable procedural harm.

II. MATERIAL RECORD INCONSISTENCY (RULE 60(b)(1))

On June 9, 2025, Plaintiff's Motion to Strike (#63) was allowed "with no opposition filed."

The official docket reflects that Defendant filed Opposition Paper #69 on May 15, 2025.

The record therefore contains a facial inconsistency:

• An opposition was filed.

• The order states none was filed.

This inconsistency is material because the February 17, 2026 Order expressly incorporates that procedural history in describing the case posture and the elimination of conditions-based defenses.

Where a downstream constitutional sanction is imposed upon a procedural history that contains a demonstrable inconsistency, Rule 60(b)(1) relief is appropriate to reconcile the record.

Defendant respectfully requests:

• Clarification that Opposition #69 was filed;

• Amendment or correction of the “no opposition filed” language.

This request is limited to record accuracy.

III. THE JURY STRIKE PRESENTS EXTRAORDINARY CIRCUMSTANCES (RULE 60(b)(6))

The February 17, 2026 Order struck Defendant’s jury demand.

Striking a jury demand permanently alters the mode of trial and implicates Article 15 of the Massachusetts Declaration of Rights.

Where a sanction affects a constitutional jury right, the record must reflect:

1. Findings regarding present ability to comply;
2. Findings regarding willfulness of noncompliance;
3. Consideration of proportionality;
4. Consideration of lesser sanctions.

The February 17 Order contains no express findings addressing:

• Present ability to pay at the time payments were due;

• Whether nonpayment was willful versus the result of financial inability;

• Why striking a jury was proportionate;

• Whether lesser alternatives were considered.

Under *Berube v. McKesson Wine & Spirits Co.*, 7 Mass. App. Ct. 426 (1979), Massachusetts courts favor resolution on the merits rather than through procedural default. Relief from the February 17 Order is necessary where the right to a jury trial was extinguished following a procedurally deficient commencement and an incomplete consideration of financial circumstances.

Defendant submitted sworn financial documentation demonstrating inability to comply and moved to modify the Use & Occupancy order.

Defendant did not concede willful defiance.

The Order's statement that "There is no dispute" refers only to nonpayment.

Defendant expressly disputes: Ability to pay, Willfulness, Proportionality of sanction and Any waiver of trial rights.

Under *Davis v. Comerford*, 483 Mass. 164 (2019), This governing standard mandates that before a judge may use Use & Occupancy (U&O) nonpayment as a basis to strike a jury demand, the Court must balance the equities, including the Defendant's documented ability to pay. In this matter, the Court struck the jury demand despite sworn evidence of financial inability, failing to make the mandatory findings of willfulness required by the Davis standard.

Where a constitutional jury right is extinguished without explicit findings on these essential factors, extraordinary circumstances exist warranting Rule 60(b)(6) relief.

IV. NECESSITY OF RELIEF TO PREVENT MOOTNESS AND PROCEDURAL IRREVERSIBILITY

Absent relief the matter may proceed to bench trial, the jury issue may be rendered effectively moot, appellate review may be constrained by harmless-error analysis and a

parallel proceedings may leverage the February 17 Order as conclusive.

Rule 60 exists to prevent manifest injustice caused by rigid procedural sequencing.

Proceeding to bench trial before correcting material record error and before findings are made risks irreversible procedural harm.

This motion preserves the integrity of the adjudicatory process.

VI. LIMITED RELIEF REQUESTED

Defendant respectfully requests that the Court:

1. Grant Rule 60(b)(1) relief to correct the June 9, 2025 “no opposition filed” premise;

2. Vacate the portion of the February 17, 2026 Order striking Defendant’s jury demand;

OR

In the alternative, reopen the jury-strike issue for explicit findings regarding:

• Ability to pay;

• Willfulness;

• Proportionality;

• Consideration of lesser sanctions.

This motion does not seek dismissal of Plaintiff’s claims and does not relitigate possession merits.

VII. NON-WAIVER AND PRESERVATION

Defendant expressly preserves all appellate rights.

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This motion is filed to correct record error and prevent irreversible loss of constitutional trial rights.

It is not intended to waive or moot pending or anticipated appellate review.

VIII. CONCLUSION

This motion is narrow, record-based, and constitutionally grounded.

Relief is warranted under Rule 60(b)(1) and 60(b)(6) to ensure that this matter proceeds on an accurate procedural foundation and that constitutional jury rights are not extinguished without explicit findings.

Respectfully submitted,

Danny Abouelkhier

Defendant, Pro Se

550 Liberty Street, Unit 905

Braintree, MA 02184

Email: danytaw@yahoo.com

Dated: February 24, 2026

/s/ Dany Abouelkhier
Dany Abouelkhier (Pro Se)

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Docket Number: 24H82SP03575

CERTIFICATE OF SERVICE

I hereby certify that on February 24, 2026 a copy of the foregoing was served electronically on all counsel of record.

Lisa M. Gouveia, Esq. *(Counsel for Plaintiff Lenox Farms Limited Partnership)*
Email: lgouveia@slglegalgroup.com

Grant B. Hecht, Esq. *(counsel for Mohamed Kassem)*
gbh@granthechtlaw.com

Respectfully submitted,

Dany Abouelkhier
550 Liberty street unit 905
Braintree, MA, 02184
(617) 909-7799
danytaw@yahoo.com

/s/ Dany Abouelkhier
Dany Abouelkhier (Pro Se)

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Docket Number: 24H82SP03575

Scolnick Laverty & Gouveia LLP

March 30, 2026

VIA EFILE

Clerk – Summary Process
Metro South Housing Court
35 Shawmut Road
Canton, MA 02021

RE: Lenox Farms Limited Partnership
v.
Kassem, et al.
Docket No: 24SP3575

Dear Sir/Madam:

With respect to the above-referenced matter, enclosed please find Plaintiff's Motion to Amend its Complaint to reflect and include the current use and occupancy balance that has accrued on the Defendants' account.

Kindly file and docket same.

Thank you for your attention to this matter.

Very truly yours,
SCOLNICK, LAVERTY & GOUVEIA, LLP

/s/ Lisa M. Gouveia
Lisa M. Gouveia, Esq.

Enclosure

cc: Lenox Farms
Grant B. Hecht, Esq. *(via email and first-class mail)*
Danny Abouelkhier *(via email and first-class mail)*

25 Braintree Hill Office Park, Suite 205
Braintree, MA 02184
(781) 843-7700

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Docket Number: 24H82SP03575

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss:

HOUSING COURT DEPARTMENT
METRO-SOUTH DIVISION
SUMMARY PROCESS
DOCKET NO. 24H82SP003575

LENOX FARMS LIMITED PARTNERSHIP,
Plaintiff,

v.

MOHAMED KASSEM
AND DANNY ABOUELKHIER,
Defendants

PLAINTIFF'S MOTION TO AMEND THEIR SUMMARY PROCESS SUMMONS AND COMPLAINT TO INCLUDE USE AND OCCUPANCY THAT HAS ACCRUED SINCE THE COMMENCEMENT OF THIS ACTION

Now come the Plaintiff in the above-captioned matter and hereby moves this Honorable Court pursuant to Rule 15(a) of the Massachusetts Rules of Civil Procedure to allow the Plaintiff to amend its Summary Process Summons and Complaint, to reflect and include the current use and occupancy balance that has accrued on the Defendants' account in the amount of $81,152.00 through March 31, 2026.

As grounds for this motion, the Plaintiff states that this action was commenced as a for cause eviction. Additionally, in its summary process summons and complaint, the Plaintiff reserved its right to collect "any monies that become due and owing during the pendency of this action" in two separate locations on the summons and complaint. The Defendant stopped paying the monthly use and occupancy each month as it became due. See resident ledger attached hereto as Exhibit A. The Plaintiff would be prejudiced should this Court not allow its motion to amend its complaint to include the use and occupancy that has accrued since the commencement of this action. This matter was brought as a for cause eviction and there is no basis, legal or otherwise for the Defendant to stop paying the monthly use and occupancy. For the same reasons above, the Plaintiff further requests that, in the event the Defendant fails to pay the use and occupancy for April 2026 in the amount of $4,552.00, that this amount also be included in Plaintiff's complaint which would result in a total

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amount due of 85,704.00

WHEREFORE, the Plaintiff respectfully requests that this Honorable Court allow its motion to amend its Summary Process Summons and Complaint, to reflect and include the current use and occupancy balance that has accrued on the Defendant's account since the commencement of this action as indicated above.

Plaintiff,
By its attorney,

/s/ Lisa M. Gouveia

Date: 3/30/26

Lisa M. Gouveia, Esq. (BBO: 658954)
Scolnick Laverty & Gouveia, LLP
25 Braintree Hill Office Park, Suite 205 Braintree, MA 02184
Tel: (781) 843-7700
Email: lgouveia@slglegalgroup.com

CERTIFICATE OF SERVICE

I, Lisa M. Gouveia, Attorney for the Plaintiff do hereby certify that I have on this day sent a copy of the above-referenced Motion, via email and first-class mail, to the Defendant, Mohamed Kassem's counsel, Grant B. Hecht, Esq., gbh@granthechtlaw.com, and to Danny Abouelkhier, danytaw@yahoo.com, along with a copy of the letter sent to the Clerk of this Court.

/s/ Lisa M. Gouveia

Date: 3/30/26

Lisa M. Gouveia, Esq.

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EXHIBIT A

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Lenox Farms

Kassem, Mohamed (Unit 905)
Resident ledger - as of Property date: 03/29/2026

Unit	Date	Period	Ctrl#	Code	Description	Docs	Charges	Credits	Balance
905	03/03/2026	032026		LATEFEE	Late Charges - February 2026		$455.20		$99409.76
905	03/01/2026	032026		RENT	Rent		$4552.00		$98954.56
905	03/01/2026	032026		LIABILITY INS	Liability Insurance		$14.00		$94402.56
905	03/01/2026	032026		MTOM	Month To Month Fee		$1500.00		$94388.56
905	03/01/2026	032026		MWBD	Water Charge 01/01/2026-01/31/2026 1070625601	10017999111	$128.01		$92888.56
905	02/19/2026	022026		ATTY	Attorney's Fees - 84912		$387.50		$92760.55
905	02/19/2026	022026		ATTY	Attorney's Fees - 84968		$1240.00		$92373.05
905	02/02/2026	022026		LATEFEE	Late Charges - Kassem		$455.20		$91133.05
905	02/01/2026	022026		RENT	Rent		$4552.00		$90677.85
905	02/01/2026	022026		LIABILITY INS	Liability Insurance		$14.00		$86125.85
905	02/01/2026	022026		MTOM	Month To Month Fee		$1500.00		$86111.85
905	02/01/2026	022026		MWBD	Water Charge 12/01/2025-12/31/2025 1070625601	10014954861	$126.98		$84611.85
905	01/22/2026	012026		ATTY	Attorney's Fees - 83538		$193.75		$84484.87
905	01/01/2026	012026		RENT	Rent		$4552.00		$84291.12
905	01/01/2026	012026		LIABILITY INS	Liability Insurance		$14.00		$79739.12
905	01/01/2026	012026		MTOM	Month To Month Fee		$1500.00		$79725.12
905	01/01/2026	012026		MWBD	Water Charge 11/01/2025-11/30/2025 1070625601	10011853811	$82.02		$78225.12
905	12/31/2025	012026		LATEFEE	Late Charges		$455.20		$78143.10
905	12/15/2025	122025		RENT	Rent		$2496.26		$77687.90
905	12/15/2025	122025		LIABILITY INS	Liability Insurance		$14.00		$75191.64
905	12/15/2025	122025		MTOM	Month To Month Fee		$822.58		$75177.64
905	12/01/2025	122025		LATEFEE	Late Charges - November 2025		$455.20		$74355.06
905	12/01/2025	122025		RENT	Rent		$2055.74		$73899.86
905	12/01/2025	122025		LIABILITY INS	Liability Insurance		$10.00		$71844.12
905	12/01/2025	122025		MWBD	Water Charge 10/01/2025-10/31/2025 1070625601	10009460591	$63.22		$71834.12
905	11/01/2025	112025		RENT	Rent		$4552.00		$71770.90
905	11/01/2025	112025		LIABILITY INS	Liability Insurance		$10.00		$67218.90
905	11/01/2025	112025		MWBD	Water Charge 09/01/2025-09/30/2025 1070625601	10006600281	$18.79		$67208.90
905	10/31/2025	112025		LATEFEE	Late Charges		$455.20		$67190.11
905	10/01/2025	102025		LATEFEE	Late Charges - Kassem		$455.20		$66734.91
905	10/01/2025	102025		RENT	Rent		$4552.00		$66279.71
905	10/01/2025	102025		LIABILITY INS	Liability Insurance		$10.00		$61727.71
905	10/01/2025	102025		MWBD	Water Charge 08/01/2025-08/31/2025 1070625601	10003487271	$97.79		$61717.71
905	09/01/2025	092025		RENT	Rent		$4552.00		$61619.92
905	09/01/2025	092025		LIABILITY INS	Liability Insurance		$10.00		$57067.92
905	09/01/2025	092025		MWBD	Water Charge 07/01/2025-	10000949181	$99.98		$57057.92
						Balance	$99,409.76		

Unit	Date	Period	Ctrl#	Code	Description	Doc#	Charges	Credits	Balance
					07/31/2025 1070625601				
905	08/31/2025	092025		LATEFEE	Late Charges		$455.20		$56957.94
905	08/01/2025	082025		RENT	Rent		$4552.00		$56502.74
905	08/01/2025	082025		LIABILITY INS	Liability Insurance		$10.00		$51950.74
905	08/01/2025	082025		MWBD	Water Charge 06/01/2025-06/30/2025 1070625601	9997949791	$100.51		$51940.74
905	07/31/2025	082025		LATEFEE	Late Charges		$455.20		$51840.23
905	07/02/2025	072025		LATEFEE	Late Charges - Kassem		$455.20		$51385.03
905	07/01/2025	072025		RENT	Rent		$4552.00		$50929.83
905	07/01/2025	072025		LIABILITY INS	Liability Insurance		$10.00		$46377.83
905	07/01/2025	072025		MWBD	Water Charge 05/01/2025-05/31/2025 1070625601	9995016741	$109.29		$46367.83
905	06/01/2025	062025		RENT	Rent		$4552.00		$46258.54
905	06/01/2025	062025		LIABILITY INS	Liability Insurance		$10.00		$41706.54
905	06/01/2025	062025		MWBD	Water Charge 04/01/2025-04/30/2025 1070625601	9992222931	$106.30		$41696.54
905	05/31/2025	062025		LATEFEE	Late Charges		$455.20		$41590.24
905	05/01/2025	052025		LATEFEE	Late Charges - April 2025		$455.20		$41135.04
905	05/01/2025	052025		RENT	Rent		$4552.00		$40679.84
905	05/01/2025	052025		LIABILITY INS	Liability Insurance		$10.00		$36127.84
905	05/01/2025	052025		MWBD	Water Charge 03/01/2025-03/31/2025 1070625601	9988931831	$115.24		$36117.84
905	04/14/2025	042025		ATTY	Attorney's Fees - Kassem		$193.75		$36002.60
905	04/14/2025	042025		ATTY	Attorney's Fees - Kassem		$930.00		$35808.85
905	04/01/2025	042025		RENT	Rent		$4552.00		$34878.85
905	04/01/2025	042025		LIABILITY INS	Liability Insurance		$10.00		$30326.85
905	04/01/2025	042025		MWBD	Water Charge 02/01/2025-02/28/2025 1070625601	9986394011	$57.36		$30316.85
905	03/31/2025	042025		LATEFEE	Late Charges		$455.20		$30259.49
905	03/02/2025	032025		LATEFEE	Late Charges - February 2025 Rent		$455.20		$29804.29
905	03/01/2025	032025		RENT	Rent		$4552.00		$29349.09
905	03/01/2025	032025		LIABILITY INS	Liability Insurance		$10.00		$24797.09
905	03/01/2025	032025		MWBD	Water Charge 01/01/2025-01/31/2025 1070625601	9983189441	$80.35		$24787.09
905	02/17/2025	022025		ATTY	Attorney's Fees - Kassem		$155.00		$24706.74
905	02/17/2025	022025		ATTY	Attorney's Fees - Kassem		$310.00		$24551.74
905	02/01/2025	022025		RENT	Rent		$4552.00		$24241.74
905	02/01/2025	022025		LIABILITY INS	Liability Insurance		$10.00		$19689.74
905	02/01/2025	022025		MWBD	Water Charge 12/01/2024-12/31/2024 1070625601	9979505261	$104.66		$19679.74
905	01/31/2025	022025		LATEFEE	Late Charges		$455.20		$19575.08
905	01/14/2025	012025		ATTY	Court Entry Fee		$162.00		$19119.88
905	01/01/2025	012025		RENT	Rent		$4552.00		$18957.88
								Balance	$99,409.72

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Unit	Date	Period	Ctrl#	Code	Description	Doc#	Charges	Credits	Balance
905	01/01/2025	012025		LIABILITY INS	Liability Insurance		$10.00		$14405.88
905	01/01/2025	012025		MWBD	Water Charge 11/01/2024-11/30/2024 1070625601	9977024671	$91.27		$14395.88
905	12/31/2024	012025		LATEFEE	Late Charges		$455.20		$14304.61
905	12/01/2024	122024		LATEFEE	Late Charges - Kassem		$455.20		$13849.41
905	12/01/2024	122024		RENT	Rent		$4552.00		$13394.21
905	12/01/2024	122024		LIABILITY INS	Liability Insurance		$10.00		$8842.21
905	12/01/2024	122024		MWBD	Water Charge 10/01/2024-10/31/2024 1070625601	9973734091	$51.38		$8832.21
905	11/01/2024	112024		RENT	Rent		$4552.00		$8780.83
905	11/01/2024	112024		LIABILITY INS	Liability Insurance		$10.00		$4228.83
905	11/01/2024	112024		MWBD	Water Charge 09/01/2024-09/30/2024 1070625601	9971695882	$1.48		$4218.83
905	11/01/2024	112024		ELEC	Electricity Charge 09/01/2024-09/30/2024 1070625601	9971695881	$64.75		$4217.35
905	10/31/2024	112024		LATEFEE	Late Charges		$376.60		$4152.60
905	10/02/2024	102024	412	PMTOPACH	WelcomeHome ACH payment – Mohamed Kassem	HH5V1MGRA04		$786.00	$3776.00
905	10/01/2024	102024		RENT	Rent		$4552.00		$4562.00
905	10/01/2024	102024		LIABILITY INS	Liability Insurance		$10.00		$10.00
905	09/23/2024	092024	445	PMTOPCARD	WelcomeHome card payment – Mohamed Kassem	237J9MGRZZ1		$10.00	$0.00
905	09/07/2024	092024		RENT	Rent		$3641.60		$10.00
905	09/07/2024	092024		LIABILITY INS	Liability Insurance		$10.00		$-3631.60
905	09/07/2024	092024	422	PMTOPIRD	Check Scan - Mohamed Kassem	4657003124		$3641.60	$-3641.60
								Balance	$99,409.76

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Docket Number: 24H82SP03575

Scolnick Laverty & Gouveia LLP

March 30, 2026

VIA EFILE

Clerk – Summary Process
Metro South Housing Court
35 Shawmut Road
Canton, MA 02021

RE: Lenox Farms Limited Partnership
v.
Kassem, et al.
Docket No: 24SP3575

Dear Sir/Madam:

With respect to the above-referenced matter, enclosed please find Plaintiff's Motion in Limine to issue an Order that Danny Abouelkhier is not a tenant of the Plaintiff, dismiss his counterclaims as against the Plaintiff and issue an Execution Forthwith to the Plaintiff as against Defendant, Danny Abouelkhier.

Kindly file and docket same.

Thank you for your attention to this matter.

Very truly yours,
SCOLNICK, LAVERTY & GOUVEIA, LLP

/s/ Lisa M. Gouveia
Lisa M. Gouveia, Esq.

Enclosure

cc: Lenox Farms
Grant B. Hecht, Esq. *(via email and first-class mail)*
Danny Abouelkhier *(via email and first-class mail)*

25 Braintree Hill Office Park, Suite 205
Braintree, MA 02184
(781) 843-7700

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Housing - Metro South
Docket Number: 24H82SP03575

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss:

HOUSING COURT DEPARTMENT
METRO-SOUTH DIVISION
SUMMARY PROCESS
DOCKET NO. 24H82SP003575

LENOX FARMS LIMITED PARTNERSHIP,
Plaintiff,

v.

MOHAMED KASSEM
AND DANNY ABOUELKHIER,
Defendants,

PLAINTIFF'S MOTION IN LIMINE TO ISSUE AN ORDER THAT DANNY ABOUELKHIER IS NOT A TENANT OF THE PLAINTIFF, DISMISS HIS COUNTERCLAIMS AS AGAINST PLAINTIFF AND ISSUE AN EXECUTION FORTHWITH TO THE PLAINTIFF AS AGAINST DEFENDANT, DANNY ABOUELKHIER

Now comes the Plaintiff and hereby respectfully request that this Honorable Court allow the Plaintiff's Motion in Limine and issue an Order that Danny Abouelkhier is not a tenant of the Plaintiff, dismiss his counterclaims as against the Plaintiff and issue an Execution Forthwith to the Plaintiff as against Defendant, Danny Abouelkhier.

As reasons therefor, the Plaintiff states the following:

1. The Plaintiff, Lenox Farms Limited Partnership is the owner and managing agent, of the premises located at 550 Liberty Street, #905, Braintree, MA 02184 (hereinafter "premises").
2. Mohamed Kassem is the only authorized occupant of the premises pursuant to the written lease agreement with the Plaintiff. See lease agreement attached hereto and marked as Exhibit A.
3. Defendant, Danny Abouelkhier made a payment to the Plaintiff during the course of the Mohamed Kassem's tenancy with the Plaintiff.
4. As such, Plaintiff named Danny Abouelkhier in this matter.

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5. Sandra Frommer is alleged by the Plaintiff in this acton to be an unauthorized individual of the premises.

6. Upon the filing of Sandra Frommer's Motions to Intervene in this action and an evidentiary hearing on July 18, 2025 regarding her Motion, this Court denied Sandra Frommer's motion finding that she failed to provide any evidence of a tenancy with the Plaintiff including the lack of a signed lease, evidence of rent payment and/or written communications from the Plaintiff demonstrating a tenancy agreement with her. See copy of said decision attached hereto and marked as Exhibit B.

5. The Defendant, Sandra Frommer has no right to possession of the premises and no tenancy relationship with the Plaintiff.

6. The Plaintiff has not provided any authorization, written or otherwise to Sandra Frommer to allow Defendant, Sandra Frommer to reside in the premises.

7. The Plaintiff has also not accepted any monies from Defendant, Sandra Frommer.

8. On October 29, 2025 during a hearing in this matter, Danny Abouelkhier testified as follows:

"MS. GOUVEIA: You do. Are you aware how much the
4 monthly rent is for the apartment?
5 MR. ABOUELKHIER: No, I'm not.
6 MS. GOUVEIA: No. How much monthly rent did you think
7 you were going to pay when you moved in?
8 MR. ABOUELKHIER: I was not -- I never signed the lease,
9 so I was not planning to pay any rent. There's a separate
10 issue regarding the rent between Sandra and Mohamed Kassem.
11 MS. GOUVEIA: Isn't it true that you tendered a payment
12 to the landlord for one month's worth of rent?
13 MR. ABOUELKHIER: I did it on behalf of Sandra.
14 MS. GOUVEIA: It was in your own name --
15 MR. ABOUELKHIER: And it was not a full rent payment.

16 MS. GOUVEIA: That payment was in your own name, wasn't
17 it?
18 MR. ABOUELKHIER: It came from my bank account.
19 MS. GOUVEIA: Okay. So you were aware that you owed use
20 and occupancy or rent to the landlord at some point,
21 correct?
22 MR. ABOUELKHIER: No. Sandra requested me to make a
23 certain payment, and I allowed her to do it.
24 MS. GOUVEIA: So if you're living in the apartment with
25 Ms. Frommer, why would you think you didn't have to pay

1 rent?
2 MR. ABOUELKHIER: Because that issue is between Mohamed
3 Kassem and Sandra, and that's the reason I'm asking Sandra to
4 be involved, because there is a dispute regarding who's
5 paying rent for that unit, and there is a reason for Mohamed
6 Kassem to be -- to sign the lease, and he was liable for the
7 rent due to an agreement between him and Sandra.
8 MS. GOUVEIA: So you believe that you can live in an
9 apartment and not pay rent?
10 MR. ABOUELKHIER: With my partner, I can, yes.
11 MS. GOUVEIA: Then why did you pay rent?
12 MR. ABOUELKHIER: Because she requested me to pay on her
13 behalf.
14 MS. GOUVEIA: But you're the tenant in the apartment,
15 correct?
16 MR. ABOUELKHIER: I'm not the tenant. I never
17 considered a tenant, even when I met Erika after you send the

18 eviction, and I send you an email, you never responded. I

19 asked Erika to -- I went to speak to Erika. She said, I will

20 not talk to you, 'cuz you're not a tenant. So nobody ever

21 said that I was a tenant.

22 MS. GOUVEIA: So you're not a tenant. Are you a

23 trespasser?

24 MR. ABOUELKHIER: I'm not a trespasser, no, I'm --

25 MS. GOUVEIA: Then what --

19

1 MR. ABOUELKHIER: -- I'm staying with Sandra.

2 MS. GOUVEIA: As a guest?

3 MR. ABOUELKHIER: Yes.

4 MS. GOUVEIA: Not a tenant?

5 MR. ABOUELKHIER: I'm not -- I don't consider myself a

6 tenant."

See copy of said transcript attached hereto and marked as Exhibit C.

9. Defendant, Danny Abouelkhier *specifically* testified that he was a guest of Sandra and that he does not consider himself a tenant or was he a tenant of the Plaintiff.

10. Sandra Frommer is not a tenant or authorized individual of the premises, so the Defendant, Danny Abouelkhier's admission that he is not a tenant, but a guest of Ms. Frommer does not allow him to reside in the premises or assert any rights as against the Plaintiff when Sandra Frommer does not have the legal authority to grant him any tenancy rights.

11. The Defendant, Danny Abouelkhier has also filed counterclaims against the Plaintiff in this action and claims against the co-defendant in this action. As against the Plaintiff, those counterclaims must be dismissed as Defendant is not a tenant of the Plaintiff and as such has no standing or contractual relationship to bring any claims against the Plaintiff as the Plaintiff is not his landlord.

12. The Defendant's actions are severely prejudicial to the Plaintiff due to the fact that the

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Defendant is simply allowing Sandra Frommer, a non-tenant and unauthorized individual to reside in the premises and hold the apartment hostage and without any permission from the Plaintiff. Defendant, Danny Abouelkhier does not, by his own admission consider himself a tenant and considers himself only a guest of Ms. Frommer.

14. Additionally, there is an outstanding balance of use and occupancy due in this matter totaling $81,152.00 through March 31, 2026.

WHEREFORE, the Plaintiff respectfully requests that this Honorable Court allow the Plaintiff's Motion in Limine and issue an Order that Danny Abouelkhier is not a tenant of the Plaintiff, dismiss his counterclaims as against the Plaintiff and issue an Execution Forthwith to the Plaintiff as against Defendant, Danny Abouelkhier.

Plaintiff,
By its attorney,

/s/ Lisa M. Gouveia

Date: 3/30/26

Lisa M. Gouveia, Esq. (BBO: 658954)
Scolnick Laverty & Gouveia, LLP
25 Braintree Hill Office Park, Suite 205 Braintree, MA 02184
Tel: (781) 843-7700
Email: lgouveia@slglegalgroup.com

CERTIFICATE OF SERVICE

I, Lisa M. Gouveia, Attorney for the Plaintiff do hereby certify that I have on this day sent a copy of the above-referenced Motion in Limine, via email and first-class mail, to the Defendant, Mohamed Kassem's counsel, Grant B. Hecht, Esq., gbh@granthechtlaw.com, and to Danny Abouelkhier, danytaw@yahoo.com, along with a copy of the letter sent to the Clerk of this Court.

/s/ Lisa M. Gouveia

Date: 3/30/26

Lisa M. Gouveia, Esq.

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EXHIBIT A

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APARTMENT LEASE CONTRACT

Date of Lease Contract: August 22, 2024
(when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

Moving In–General Information

1. PARTIES. This Lease Contract is between *you*, the resident(s) *(list all people over the age of 18 signing the Lease Contract)*:

Mohamed Kassem

and *us*, the owner: Lenox Farms Limited Partnership

(name of apartment community or title holder). You've agreed to rent Apartment No. 905 at 550 Liberty Street *(street address)* in Braintree *(city)*, Massachusetts, 02184 *(zip code)* (the "apartment" or the "premises") for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest or assigns). Written or electronic notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached. Unless otherwise agreed to by both parties in writing, all residents listed shall use the apartment as their primary residence during the term of the Lease.

2. OCCUPANTS. The apartment will be occupied only by you and *(list all other occupants who are under 18 and not required to sign the Lease)*:

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 7 consecutive days without our prior written consent, and no more than twice that many days in any one month. *If the previous space isn't filled in, two days per month is the limit.*

3. LEASE TERM. The initial term of the Lease Contract begins on the 7th day of September 2024 and ends at 11:59 p.m. the 14th day of December 2025

Renewal. Unless the landlord serves a notice of non-renewal at least thirty (30) days prior to the expiration of the initial term, OR the tenant serves a notice to vacate at least sixty (60) days prior to the expiration of the initial term, this Lease Contract will automatically renew on *(check one)*:

☒ a month-to-month basis ("Extended Term"), terminable upon thirty (30) days written notice as required by paragraph 36 (Move-Out Notice). The monthly rental rate for any Extended Term will be the market rate as indicated in the renewal offer that we provide to you plus a month-to-month premium of 1500.00 which you agree is an appropriate and fair amount given the uncertainty and unpredictability of a month-to-month tenancy. There may not be comps at the community to refer to at that time, it may be general market rate.

☐ successive terms of _____ months ("Extended Term"), unless the landlord serves a notice of non-renewal at least thirty (30) days prior to the expiration of any successive term, OR the tenant serves a notice to vacate at least sixty (60) days prior to the expiration of any successive term. The monthly rental rate for the Extended Term will be the market rate as indicated in the renewal offer that we provide to you for a comparable apartment plus a month-to-month premium of _____

4. SECURITY DEPOSIT.

☐ **Initial Term.** Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for the apartment is $ 750.00 due on or before the date this Lease Contract is signed.

☐ **Renewal Lease.** If this is a renewal lease, the security deposit collected with your initial lease continues to be held and accounted for pursuant to MGL ch. 186 sec 15B.

If we request the last month's rent from you along with the security deposit, we will comply with the requirements of G.L. c. 186 § 15B (2). See paragraphs 43 (Security Deposit, Deductions and Other Charges) and 44 (Deposit Return, Surrender and Abandonment) for security deposit return information.

5. KEYS. You will be provided 1 apartment key(s), 2 mailbox key(s), _____ FOB(s), and/or 4 other access device(s) for access to the building and amenities at no additional cost at move-in. You agree not to provide any of the aforementioned keys/access devices to your guests and/or invitees, and that the keys/access devices are intended solely for you and your authorized occupants. If the key, FOB, or other access device is lost, is not returned, or is damaged while in your possession, you will be responsible for the costs for the replacement and/or repair of the same.

☐ *(check if applicable)* Each person who is 18 years of age or older AND listed as a resident on the lease will be given a FOB for access to the building and amenities, at no cost to use during his or her tenancy. If the FOB is lost, stolen or damaged a fee will be charged for a replacement. If the FOB is not returned or is returned damaged when you move out, there may be a deduction from the security deposit or damage charge for the replacement and/or repair of same.

6. RENT AND CHARGES. Unless modified by addenda, you will pay $ 4552.00 per month for rent, payable in advance and without demand:

☐ at the on-site manager's office, or
☒ at our online payment site, or
☒ at UDR/Lenox Farms P.O. Box 1639 Madison, TN 37116

Prorated rent of $ 3641.60 is due for the remainder of the partial month of the Lease Term upon execution of this Apartment Lease Contract. Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks and may disable any ability to pay through any on-line portal systems. At our discretion, you hereby authorize us to convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted if the payment/ACH is rejected, does not clear, or is stopped for any reason. If you don't pay all rent on or before thirty (30) days after the first (1st) day of the month, you'll pay a late charge. Your late charge will be *(check one)* ☐ a flat rate of $ _____ or ☒ 10 % of your current monthly rent as stated in paragraph 6 of this Lease Contract. You'll also pay a charge of $ 75.00 for each returned check or rejected electronic payment. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation. Notwithstanding any memo or reference on payments remitted by you, we may, but are

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not required to, apply payments by you to the oldest outstanding amount(s) due on your resident ledger. **All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.**

7. **UTILITIES.** We'll pay for the following items, if checked:
☐ gas ☐ electricity ☐ master antenna ☒ trash
☐ cable TV ☐ heat ☐ water
☐ other _____

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities and are responsible for transferring those utilities into your name upon your possession. However, we will pay for all utilities we are required to pay for under Massachusetts law, unless this Lease Contract provides otherwise. You must not allow utilities to be disconnected for any reason, including disconnection for not paying your bills, until the lease term or renewal period ends. Utility providers and cable channels that are provided may be changed during the Lease Contract term. Utilities may be used only for normal household purposes and must not be wasted. You must not misuse, or otherwise excessively use (as determined in our discretion), any electrical outlets or other utilities provided by us in the common areas. If your electricity is ever interrupted, you must use only battery-powered lighting. If water/sewer utilities are sub-metered for the apartment, we will attach an addendum to this Lease Contract in compliance with state rules and if applicable, city ordinances. If you fail to remit payment for utilities we may, but are not required to, pay for said utilities and charge you accordingly for the same, which amounts shall constitute "additional rent".

8. **INSURANCE.** Except as required by state law, we do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless due to owner's omission, fault, negligence, or misconduct.

In addition, we urge all residents, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

Additionally, you are *[check one]* ☒ required to purchase personal liability insurance ☐ not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions, is a breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law. If you are required to purchase personal liability insurance you must provide evidence of coverage at lease inception, list the property as an interested party on the policy, and must confirm an active policy upon request by owner at any time during the term of the Lease. SUBJECT TO APPLICABLE LAW, THE LANDLORD WILL PROVIDE INSURANCE FOR UP TO $750 IN BENEFITS TO COVER THE ACTUAL COSTS OF RELOCATION OF THE TENANT IF DISPLACED BY FIRE OR DAMAGE RESULTING FROM FIRE.

9. **LOCKS AND LATCHES/SECURITY DEVICES.** Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move into your apartment.

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with these requests, but you must pay for them, unless otherwise provided by law.

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from loss, misuse or damage to devices by you or your occupants, or guests during your occupancy. You may be required to pay the aforementioned costs in advance in the event of: multiple requests for replacement and/or repair of devices; or if you are delinquent in reimbursement for previously repaired/replaced devices. Otherwise, you must pay immediately after the work is completed.

Special Provisions and "What If" Clauses

10. **SPECIAL PROVISIONS.** The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

See Additional Special Provisions

See any additional special provisions if additional space is needed.

11. **DAMAGES AND REIMBURSEMENT.** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, negligence, or intentional conduct by you or your invitees, guests or occupants unless it is caused by our omission, fault, negligence or misconduct. **Unless the damage is due to our negligence, omission, fault, or misconduct, we're not liable for, and you must pay for, repairs, replacement costs, and damage that result from you or your invitees', guests', or occupants' negligence or intentional acts which include, but shall not be limited to: (1) damage to doors, windows, screens, appliances, walls, floors, and/or any other equipment/fixture that is provided in the apartment for anywhere else in the building/development) that is the property of the owner; (2) damage from windows or doors left open; and/or (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment.** We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

12. **RENT INCREASES AND LEASE CONTRACT CHANGES.**
a) No rent increases are allowed before the initial Lease Contract terms ends, except for (1) changes allowed by any special provisions in paragraph 10 (Special provisions) or (2) by a written addendum or amendment signed by you and us.
b) No Lease Contract changes are allowed before the initial Lease Contract terms ends, except for (1) changes allowed by any special provisions in paragraph 10 (Special provisions), (2) by a written addendum or amendment signed by you and us, and/or (3) by a change of the apartment rules and regulations as allowed pursuant to paragraph 15 (Community Policies or Rules) which have no impact on the rental rate.

13. **DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay unless it is due to our omission, fault, negligence, or misconduct. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

(1) If we give written notice to any of you when or after the initial term as set forth in paragraph 3 (Lease Term) and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date, you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.

(2) If we give written notice to any of you before the initial term as set forth in paragraph 3 (Lease Term) and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in paragraph 3 (Lease Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree.

14. **DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

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While You're Living in the Apartment

15. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately.

16. LIMITATIONS ON CONDUCT. The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances or any trash addendums, if applicable. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any community swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in or near pools and all common areas. You, your occupants, or guests may not, anywhere in the apartment or community: use candles or use kerosene lamps without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or anywhere on the property is prohibited–except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes and it is not used as a storage facility or processing station for online retail business and we assent in writing to the proposed business operation. This Lease is for residential purposes only. You acknowledge that those signing the Lease will use it as their primary residence, unless otherwise agreed to by contemporaneous writing signed by both parties. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification, or refuses to identify themselves as a resident, occupant, or guest of a specific resident in the community. Unless your guests/invitees are going to and/or coming from your apartment, you are expected to accompany them at all times while they are in the property's amenity areas. Your guests failure to use the most direct ingress/egress to your unit shall be a lease violation subjecting you to termination.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person, financial fraud or deceit, or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you. Any such activity or designation shall be deemed a material violation of this agreement.

17. PROHIBITED CONDUCT. You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; engaging in any criminal activity at or near the development regardless of whether an arrest or conviction occurs as a result of said conduct; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others or violating any Federal, state, or local law, or ordinance.

18. PARKING. We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles or motorized bikes may not be parked inside an apartment unit or on sidewalks, under stairwells, or in handicapped parking areas. We may have unauthorized or illegally parked vehicles towed as allowed by state statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

(1) has a flat tire or other condition rendering it inoperable; or
(2) is on jacks, blocks or has wheel(s) missing; or
(3) has no current license plate or no current registration and/or inspection sticker; or
(4) takes up more than one parking space; or
(5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
(6) is parked in a marked handicap space without the legally required handicap insignia; or
(7) is parked in space marked for manager, staff, or guest at the office; or
(8) blocks another vehicle from exiting; or
(9) is parked in a fire lane or designated "no parking" area; or
(10) is parked in a space marked for other resident(s) or unit(s); or
(11) is parked on the grass, sidewalk, or patio; or
(12) blocks garbage trucks from access to a dumpster; or
(13) is not moved from any area in the development, authorized or unauthorized, following written notice by management that said vehicle must be moved for snow removal and/or other requisite purpose in our sole discretion; or
(14) belongs to a resident and is parked in a visitor or retail parking space.

19. RELEASE OF RESIDENT. Unless allowed by this Lease Contract, Federal or Massachusetts law, you won't be released from this Lease Contract for any reason–including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

20. MILITARY PERSONNEL CLAUSE. All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

21. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of stoves, appliances, sinks, toilets, smoke detectors and carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and access control devices.

Smoke Detectors and Carbon Monoxide Detectors. We'll furnish smoke detectors and carbon monoxide detectors as required by statute, we'll test them and provide working batteries when you first take possession. You must immediately report smoke detector and/or carbon monoxide detector malfunctions to us. Neither you nor others may disable smoke detectors and/or carbon monoxide detectors. If you damage or disable the smoke detector and/or carbon monoxide detector or remove a battery without replacing it with a working battery, you may be liable to us for actual damages and attorney's fees and shall be deemed in material default of this lease. If you disable or damage the smoke detector and/or carbon monoxide detector, or fail to report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water, unless due to Ownership's own neglect, misconduct, fault or omission.

Casualty Loss. We're not liable to any resident, guest, or occupant for damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, theft, or vandalism unless due to our omission, fault, negligence or misconduct. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze, burst, or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and others' property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for these services.

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Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, suspected criminal activity, or other emergency involving imminent harm. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by applicable law. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. If video surveillance is provided/present at the property, you understand that it is for our purpose(s) only, not monitored at all times, and may not provide recording(s) to which you are entitled. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You also must furnish us with the law-enforcement agency's incident report number and reports upon request.

22. **CONDITION OF THE PREMISES AND ALTERATIONS.** You have inspected the apartment, fixtures, and furniture and agree that they are free of any defects, including defects materially affecting the health or safety of ordinary persons. You will be given an Apartment Condition Statement on or before move-in. Within 15 days after move-in, you must sign and note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment, but we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. Unless already a part of the residence prior to your move-in, no water furniture, swimming pools, spas, saunas, tanning beds, exercise equipment, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily required or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

23. **REQUESTS, REPAIRS, AND MALFUNCTIONS.** IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE TENANT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; mold; electrical problems; malfunctioning lights; broken or missing locks or latches; the presence of bugs, insects, vermin, or other pests; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are normally not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible. We'll act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part, except as allowed by state law.

If fire or catastrophic damage substantially destroys the apartment, or repair is beyond reason we may terminate your tenancy within a reasonable time by giving you written notice. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions. If there is damage to, and/or infestation of, the apartment that requires necessary repair(s) and/or remediation that, in our vendor(s) professional opinion necessitates you temporarily vacating the apartment, you understand that you shall so vacate upon reasonable written notice and return when instructed that the repairs are complete after written notice. During such temporary displacement, you continue to be responsible for your rental payments.

24. **ANIMALS.** Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional rent. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Animal rent will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. Any animal must comply with the rules and regulations of the community and shall not disturb other resident's quiet enjoyment of their apartment or the community or otherwise interfere with the management of the community. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), for authorized or unauthorized animals you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for deflealing, deodorizing, and shampooing which you agree is beyond normal wear and tear of the unit. We may remove an unauthorized animal by following the procedures of paragraph 29 (Default by Resident).

25. **WHEN WE MAY ENTER.** If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives, and/or mortgage lenders (or their agents), may peacefully enter the apartment at reasonable times and not with less than 48 hours notice for the purpose of inspecting the apartment, making repairs, or showing the apartment to prospective residents (after move-out or vacate notice has been given). If nobody is in the apartment after the 48 hour notice has been provided, then the aforementioned persons may enter peacefully and at reasonable times, and will leave written notice of their entry in a conspicuous place in the apartment. Notwithstanding anything to the contrary contained herein, we may enter the apartment (a) with less than forty-eight (48) hours notice (as otherwise provided above) if you consent to a shorter time-frame in writing (i.e. via email/your work order request); (b) upon "knock-notice" only in the event of an emergency related to fire, water, structure, electrical, or personal safety.

26. **JOINT AND SEVERAL RESPONSIBILITY.** Each resident is jointly and severally liable for all Lease Contract obligations. If you or any guest or occupant violate(s) the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident of your apartment constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of termination of your tenancy, repair requests, and entry permissions) constitute notice from all residents. Security deposit refunds may be by one check jointly payable to all residents; the check and any deduction itemizations may be mailed to one resident only.

27. **REPLACEMENTS AND SUBLETTING.** Subletting or assignment is never allowed. If we allow you to replace a resident, the new resident and all remaining residents will need to execute a new lease contract or execute the appropriate Lease Contract Amendment to Add or Change a Roommate During Lease Term. The departing resident will no longer have a right to occupancy but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing.

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Responsibilities of Owner and Resident

28. RESPONSIBILITIES OF OWNER. Subject to 105 CMR 410.00, the State Sanitary Code, we'll act with customary diligence to:

(1) keep common areas reasonably clean, subject to paragraph 22 (Condition of the Premises and Alterations);
(2) maintain building fixtures, furniture, hot water, heating and A/C equipment;
(3) comply with applicable federal, state, and local law regarding safety, sanitation, and fair housing; and
(4) make all legally required repairs, notwithstanding your obligation to pay for damages for which you are liable.

29. DEFAULT BY RESIDENT. You'll be in default if you or any guest or occupant violates any terms of this Lease Contract and all addenda attached hereto including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia as defined by Massachusetts law; (6) any illegal drugs or paraphernalia are found in your apartment; or (7) you or any guest or occupant engages in any of the prohibited conduct described in Paragraph 17 (Prohibited Conduct).

Lease Renewal When A Breach or Default Has Occurred. In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, we may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of the termination of said subsequent Lease.

Eviction. *If you default, we may end your right of occupancy by giving you a 14 day written notice to vacate in the event that the default is due to your non-payment of rent, or a 7 day written notice to vacate in the event that the default is due to any other provision of this Lease.* Notice may be by: (1) regular mail; (2) personal delivery to any resident; (3) personal delivery at the apartment to any occupant over 16 years old; (4) sliding the notice under the main entry door and into the apartment; or (5) by any other service available under Massachusetts law. Termination of your possession rights doesn't release you from liability for future rent or other Lease Contract obligations. After giving notice to vacate or filing an eviction suit, we may still accept use and occupancy charges or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction, or any other contractual or statutory right. If your lease has expired, we reserve the right to evict you even if we continue to accept sums for use and occupancy only.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then (1) the use and occupancy monthly rate during the holdover period will be increased by 25% over the then-existing market rent, without notice; (2) you will be liable to us for all use and occupancy charges for the full term of the previously signed Lease Contract of a new resident who cannot occupy because of the holdover--subject to the landlord's duty to re-let or mitigate; and (3) at our option we may extend the Lease Contract term for up to one month by delivering written notice to you or your apartment while you continue to hold over.

Other Remedies. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10 (Special Provisions), concessions provided in any concession addendum attached to this lease, in addition to any other sums due. Upon your default, we have all legal remedies, including, but not limited to, termination of your tenancy, pursuit of an eviction, and reimbursement for any and all attorney's fees and/or litigation costs/expenses. Any and all amounts which remain unpaid for thirty (30) days from the date due shall bear interest at the maximum rate permitted by law, in which event interest shall accrue at the highest amount permitted by law. You shall be responsible for any and all attorney's fees, expenses, or other costs incurred by the Landlord to enforce any provision of this Lease whether related to your conduct, or the conduct of your household member(s), guest(s) and/or invitee(s).

Remedies Cumulative. Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

Mitigation of Damages. If you move out early, you'll be subject to all remedies. We'll exercise customary diligence to relet and mitigate damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for any sums due including all reletting costs pursuant to Massachusetts General Laws.

General Clauses

30. ENTIRE AGREEMENT. Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us.

31. NO AUTHORITY TO AMEND UNLESS IN WRITING. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing and signed by a duly authorized agent/representative.

32. NO WAIVER. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written notice requirements, rental due dates, liens, or other rights isn't a waiver under any circumstances.

33. NOTICE. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed.

34. ATTORNEY FEES. In the event that you commence any litigation against us, and we substantially prevail in the defense of the same, you agree to reimburse us for any and all attorney fees and costs that we incur in relation to the defense of such action.

35. MISCELLANEOUS.

A. Exercising one remedy won't constitute an election or waiver of other remedies.
B. All remedies are cumulative.
C. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.
D. This Lease Contract binds subsequent owners.
E. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract.
F. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.
G. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option and can be reviewed upon request.
H. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.
I. In the event that there is a basement provided to you as part of this lease, you understand and agree that said area "may" take water - and you further agree to elevate any personal property maintained therein to limit any damage.

36. CONTACTING YOU. By signing this lease, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your lease including any number (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.

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37. PAYMENTS. At our option and without notice, we may apply money received (other than utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent--regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than the sub-metered water and sewer charges (if applicable) and monthly rent, as defined in paragraph 6 (Rent and Charges) of this Lease Agreement, are due upon our demand. After the due date, we do not have to accept the rent or any other payments. We reserve the right to accept any amount less than the balance due at any given time and, if we accept a lesser amount, such acceptance will not represent a waiver of any right we have to pursue the outstanding balance.

When Moving Out

38. MOVE-OUT NOTICE. Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, you must give our representative advance written notice of your intention to vacate as required by paragraph 3 (Lease Terms). If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. You will still be liable for the entire Lease Contract term if you move out early under paragraph 19 (Release of Resident) except if you are able to terminate your tenancy under the statutory rights explained under paragraphs 19 (Release of Resident), or as otherwise provided by federal and/or Massachusetts Law. All notices to vacate must be in writing and must provide the date by which you intend to vacate. If the notice does not comply with the time requirements of paragraph 3 (Lease Terms), even if you move by the last date in the lease term, you will be responsible for an additional month's rent. If you fail to vacate by the date set forth in your notice, you will automatically and immediately become a holdover tenant pursuant to state law, and we will have all remedies available under this Lease Contract, including but not limited to paragraph 29 (Default by Resident) of this Lease, and state law.

39. MOVE-OUT PROCEDURES. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease Contract term or renewal period ends unless you continue to pay rent until the conclusion of the lease term or the apartment is relet, which ever occurs first. Early move-out may result in reletting charges under paragraph 29 (Default by Resident). You may not apply any security deposit to rent without the landlord's written consent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the 30-day period for security deposit refund begins. You must give us, in writing, each resident's forwarding address.

40. OBLIGATION TO REMOVE PERSONAL PROPERTY UPON VACATING. Resident shall remove any and all personal property from the apartment upon vacating and/or relinquishing possession of same. If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with paragraph 3 (Lease Term), and we accept such written notice, then you are required to vacate the Apartment and remove all of your personal property therefrom at the expiration of the Lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us. In the event that the Resident vacates/abandons the premises leaving any personal property therein, same may be deemed abandoned/trash, and may be discarded by the landlord at the Resident's expense. Cost for removal shall be in addition to any and all other sums due to the landlord pursuant to the Lease.

41. CLEANING. You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges beyond normal wear and tear, which shall be deemed property damage for which we will be entitled to seek reimbursement.

42. MOVE-OUT INSPECTION. You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

43. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES. You'll be liable for the following charges, if applicable: unpaid rent; repairs or damages beyond normal wear and tear, water/sewer charges and other amounts provided by law. Your security deposit will be handled pursuant to MGL ch. 186 sec 15B, however we reserve the right to pursue any damages that exceed the amount of the security deposit due to your acts or those of your occupants or guests under applicable law (whether a security deposit is held or not).

44. DEPOSIT RETURN, SURRENDER, AND ABANDONMENT. You are required to provide us written notice of your forwarding address, on or before termination of this Lease Contract. We'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions to the extent required by statute no later than 30 days after surrender, vacating, or abandonment, unless statutes provide otherwise. If you fail to provide us with your forwarding address in writing, as required above, we will process the unclaimed security deposit in accordance with state law. You agree that you will be deemed to have abandoned the apartment if no authorized person(s) appear to be living in the apartment; the majority of furniture, clothing, and other personal belongings have been removed from the apartment; utilities have been shut off and/or remain unpaid for more than sixty (60) days; and/or we post a notice of abandonment on your apartment door and send you a copy via first class mail and electronic mail, and you fail to respond to the same within seven (7) days.

Severability, Originals and Attachments, and Signatures

45. SEVERABILITY. If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

46. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. Any updates or changes to the Community Policies and Rules may be communicated through the customary notification process at the Community, which may be by email, resident portal systems, or other electronic means or paper documentation. When an Apartment Condition Statement is completed, you should retain a copy, and return the original to us. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. E-mail communication does not satisfy the writing requirement for an amendment of this or any addenda. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

47. GOVERNING LAW. The negotiation, execution, performance, termination, interpretation, and construction of this Lease are governed by the laws of the Commonwealth of Massachusetts. If Owner or Resident brings a lawsuit or any other action relating to this Lease, Owner or Resident agrees to file its lawsuit in the Massachusetts County where the Property is located. Owner and Resident agree to the exclusive jurisdiction of this court and consent to venue in that court. Resident agrees that this Lease will not limit or waive any rights of the Owner or Resident under applicable United States federal, state, or local laws.

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Housing - Metropolitan
Date Filed: 04/23/2024 12:04 PM
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Housing - Metro South
Docket Number: 24H82SP03575

You are legally bound by this document.
Please read it carefully.

Before submitting a rental application or signing a Lease Contract, you may take a copy of these documents to review and/or consult an attorney.

Additional provisions or changes may be made in the Lease Contract if agreed to in writing by all parties.

Date form is filled out *(same as on top of page 1)*

08/21/2024

A copy of this fully executed Apartment Lease Contract, and all addenda, was provided to the Resident on _____ *(date).*

Resident or Residents ***(all sign below)***

_____

_____

_____

_____

_____

**If this document is electronically signed by resident, the email address used for e-signature shall be utilized to return a counter-signed Lease. Resident acknowledges that they are responsible for viewing/storing/printing the counter-signed lease through the residential portal, attached to the email or otherwise electronically forwarded to resident's account.

Owner or Owner's Representative *(signing on behalf of owner)*

_____

Address and phone number of owner's representative for notice purposes:

550 Liberty Street

Braintree, Ma 02184

(781)843-8443

In no event shall any of the provisions of this Lease indemnify, release, or otherwise excuse us from liability arising out of any mistake, fault, negligence or other misconduct of the landlord.

SPECIAL PROVISIONS *(CONTINUED FROM PAGE 2)* Notwithstanding the language in Section 31, the parties DO NOT waive any of their rights of subrogation. Should you fail to renew the lease agreement or provide the required sixty day notice in accordance with your lease agreement terminating same, the Lease Contract will auto renew month-to-month at your current monthly rental rate plus a $1,500 premium per month, above the existing lease rent. If you fail, and/or refuse to pay the new monthly tenancy amount, then any and all monies paid by you, in any amount which is less than the new monthly tenancy amount as recited herein, shall be accepted for use and occupancy only, and shall not be construed as creating a new monthly tenancy. Charges which are considered additional rent: The parties hereby agree that any sums that you are required to pay us under this lease agreement in addition to monthly rent shall be considered additional rent and collectable as additional rent from the tenant(s)/resident(s), including but not limited to, the following: utility charges, late charges, returned check fees, pet rent, garage parking fees, early termination charges/fees, storage charges, transfer charges, unreturned keys charge, month-to-month premium charges, court costs and attorney's fees and collection fees. Section 5 continued: Keys - Residents will access their apartment homes through the Smart Rent Door Lock system. IF APPLICABLE, The Section 8 Tenancy addendum is attached to the lease and incorporated herein.

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Housing - Metropolitan
Docket Number: 24H82SP03575

MASSACHUSETTS
RENT AND SECURITY DEPOSIT RECEIPT

To: Mohamed Kassem
(Names of all residents)

RE: 550 Liberty Street, #905
(Street address and dwelling unit number, if applicable)
Braintree, MA 02184
(City, State, Zip)

We hereby acknowledge receipt of your Payment in the total amount of $ 750.00 to be applied as follows:

1.	First Month's Rent	$
2.	Last Month's Rent	$
3.	Security Deposit	$ 750.00
4.	Installation of Locks and Keys	$ 0.00

SECURITY DEPOSIT

1. The Lessor acknowledged receipt from the Lessee of $ 750.00 (an amount not to exceed first month's rent) to be held by the Lessor during the term hereof, or any extension or renewal, as a security deposit pursuant to the terms hereof; it being understood that THIS IS NOT TO BE CONSIDERED PREPAID RENT, nor shall damages be limited to the amount of the security deposit.
2. The Lessor acknowledges that, subject to damages prescribed by law, he shall, within thirty (30) days after the termination of this lease or upon the Lessee's vacating the premises completely together with all his goods and possessions, whichever shall last occur, return the security deposit or any balance thereof, and any interest thereon, if due, after deducting
   (a) Any unpaid rent or water and sewer charges which have not been validly withheld or deducted pursuant to the provisions of any special or general law; and
   (b) Any unpaid increase in real estate taxes which the Lessee is obligated to pay pursuant to a tax escalation clause which conforms to the requirements of Mass. General Laws, Chapter 186, Section 15C; and
   (c) A reasonable amount necessary to repay any damage caused to the premises by the Lessee or any person under the Lessee's control or on the premises with the Lessee's consent, reasonable wear and tear excluded. In the case of such damage, the Lessor shall provide the Lessee within thirty (30) days with an itemized list of damages, sworn to by the Lessor or his agent under pains and penalties of perjury, itemizing in precise detail the nature of the damage and of the repairs necessary to correct it, and written evidence, such as estimates, bills, invoices or receipts, indicating the actual or estimated cost thereof.
3. The Lessor must provide Lessee with a written statement of the condition of the premises, as required by law. If the Lessee disagrees with the Lessor's statement of condition, the Lessee must attach a separate list of any damage existing in the premises and return the statement to the Lessor. No amount shall be deducted from the security deposit for any damage which was listed in the statement of condition or in any separate list submitted by the Lessee and approved by the Lessor or the Lessor's agent, unless the Lessor subsequently repaired or caused to be repaired said damage and can prove that the renewed damage was unrelated to the prior damage and was caused by the Lessee or by any person under the Lessee's control or on the premises with the Lessee's consent.
4. If the Lessor transfers the premises, the Lessor must transfer the security deposit or any balance, thereof, and any accrued interest, to the Lessor's successor in interest for the benefit of the Lessee.

   As required by law, the security deposit is presently or will be deposited in a separate, Interest-Bearing account.

   Account Number 1082019462 at PNC Bank *(Bank Name)*
   located at 729 Boylston St, Unit 1 *(Street Address)* Boston *(City)*, Massachusetts, 02116 *(Zip)*.
   The Lessee shall be entitled to interest on the amount of the security deposit at the rate of five percent (5%) per year, or such lesser amount as may be received from the bank, payable at the end of each year of the tenancy.
5. Lessee is required to provide Lessor with a forwarding address upon vacating the premises.

LAST MONTH'S RENT

Pursuant to applicable law, the tenant is entitled to interest on last month's rent paid in advance from the date of tenancy, payable at the end of each year of tenancy and prorated upon termination. Interest shall not accrue for the last month for which rent was paid in advance. The rate of interest payable on last month's rent is 5%, provided however that if the landlord elects to deposit last month's rent in a bank account, interest will be limited to any lower rate actually paid by the bank. The tenant should provide the landlord with a forwarding address at the termination of tenancy indicating where such interest may be given or sent.

Date Received: _____ Received By: _____

OWNER: Lenox Farms Limited Partnership

SIGNATURE: _____
Management Company

HEAD OF HOUSEHOLD
Mohamed Kassem
SIGNED 9/22/2024 AT 5:13PM EDT

LESSEE SIGNATURE
K Michelina
SIGNED 9/23/2024 AT 12:26PM EDT

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Docket Number: 24H82SP03575

UTILITY ADDENDUM FOR GAS, TRASH, ELECTRIC SERVICE, AND NON-SUBMETERED WATER & SEWER[1]

This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated August 21, 2024 between Lenox Farms Limited Partnership ("We") and Mohamad Kassem ("You") of Unit No. 905 located at 550 Liberty Street *(street address)* in Braintree, MA 02184 and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

1. Responsibility for payment of utilities will be as indicated below.
   a) **Water** service to your dwelling will be either:
      ☐ paid by you; or
      ☒ paid by you, through an approved sub-meter, to us; or
      ☐ paid by us.
   b) **Sewer** service to your dwelling will be either:
      ☐ paid by you; or
      ☒ paid by you, through an approved sub-meter, to us; or
      ☐ paid by us.
   c) **Gas** service to your dwelling will be either:
      ☒ paid by you; or
      ☐ paid by us.
   d) **Trash** service to your dwelling will be paid by you either (Landlord is responsible for units of 3 or more):
      ☐ paid by you; or
      ☒ paid by us.
   e) **Electric** service to your dwelling will be either:
      ☒ paid by you; or
      ☐ paid by us.
2. You are responsible for transferring those utilities marked to be paid by you (above) into your name upon possession of the Unit. The failure to transfer any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction.
3. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the dwelling. If you breach the Lease, you will be responsible for utility charges for the time period you were obligated to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your dwelling and you shall be subject to eviction proceedings based on a breach of this Lease which may include a claim for waste damages.
4. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the dwelling unless such loss or damage was the direct result of negligence, fault, misconduct or omissions by us or our employees. You release us from any and all such claims by a utility company or third party supplier and waive any claims or offset or reduction of rent or diminished rental value of the dwelling due to such outages, interruptions, or fluctuations not caused by us.
5. You agree not to tamper with, adjust, or disconnect any utility metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease and this Utility Addendum.
6. All charges for sub-metered water and sewer service shall be considered part of your rent for purposes under MGL Chapters 186 and 239.
7. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Utility Addendum and will supersede any conflicting provisions of this printed Utility Addendum and/or the Lease Contract.

1. In the event you fail to timely establish utilities and services or fail to notify the utility or billing company of your vacation of the unit, we may charge you for any utilities and services billed to us with respect to your apartment and may charge a reasonable administration fee for billing you for such utilities and services in an amount not to exceed $35.00. 2. Resident authorizes and will cooperate with Landlord or Landlord's 3rd party agent to obtain Resident utility account information from utility providers during the tenancy (including completing any required consent forms), which will be used to study energy efficiency at the community. Should these special provisions conflict with any verbiage in this addendum, these provisions shall control. Massachusetts Department of

[1]If your unit has submetered water & sewer you are responsible for said charges and are required to execute a separate water and sewer addendum.

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Docket Number: 24H82SP03575

Public Health Submetering of Water and Sewer Certification Form available upon request

Resident Signature _____ Date _____
Resident Signature _____ Date _____
Resident Signature _____ Date _____
Resident Signature _____ Date _____
Resident Signature _____ Date _____
Resident Signature _____ Date _____
Management _____ Date _____

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Mohamed Kassem
Mohamed Kassem (Apr 20, 2026 AT 1:04PM EDT)
K Nicholson
K Nicholson (Apr 20, 2026 AT 12:04PM EDT)

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BED BUG ADDENDUM

Date: August 9, 2024
(when this Addendum is filled out)

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

1. **DWELLING UNIT DESCRIPTION.**
Unit No. 905, 550 Liberty Street (*street address*) in Braintree (*city*), Massachusetts, 02184 (*zip code*).

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract date: August 9, 2024
Owner's name: Lenox Farms Limited Partnership

Residents *(list all residents)*:
Mohamed Kassem

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **PURPOSE.** This Addendum modifies the Lease Contract and addresses situations related to bed bugs *(cimex lectularius)* which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum. Nothing in this Addendum shall limit the requirements enumerated under the Lease Contract regarding reporting of insects, vermin or other pests, and/or your duty to prevent same in your unit.

4. **INSPECTION AND INFESTATIONS.** BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:

- YOU HAVE INSPECTED THE DWELLING PRIOR TO MOVING IN, OR PRIOR TO SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR A BED BUG INFESTATION;

OR

- YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN, OR WITHIN 48 HOURS AFTER SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED BUG INFESTATIONS.

You agree that you have read the information provided in this Addendum and that you are not aware of any infestation or presence of bed bugs in your current or previous dwellings, furniture, clothing, personal property, or possessions. You also acknowledge that you have fully disclosed to us any previous bed bug infestations or bed bug issues that you have experienced.

If you disclose to us a previous experience with bed bug infestations or other bed bug related issues, we can review documentation of the previous treatment(s) and inspect your personal property and possession to confirm the absence of bed bugs.

5. **ACCESS FOR INSPECTION AND PEST TREATMENT.** You must allow us and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. Unless otherwise prohibited by law, you are responsible for and must prepare your unit for treatment and follow all instructions provided by our licensed pest control firm regarding your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so at the time we treated the dwelling. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed bug infestation on your own.

6. **NOTIFICATION.** You must promptly notify us:

- of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property.
- of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling.
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

7. **COOPERATION.** If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

8. **RESPONSIBILITIES.** If you, your co-tenants, occupants, invitees or guests are found to be the source of any bed bug infestation, then you may be obligated to the following responsibilities, you may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other dwellings.

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9. TRANSFERS. If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction prior to any transfers.

10. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

You are legally bound by this document. Please read it carefully.

Resident or Residents *(All residents must sign)*	**Owner or Owner's Representative** *(Signs below)*
	Date of Signing Addendum

You are entitled to receive an original of this Addendum after it is fully signed. Keep it in a safe place.

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BED BUGS — A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanliness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

Identifying bed bugs

Bed bugs can often be found in, around and between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors

- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

Bed bug do's and don'ts

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.

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Mohamed Hussein
SIGNED 4/20/2026 AT 4:39 PM EDT
K Nicholson
SIGNED 4/20/2026 AT 3:08 PM EDT

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MOLD INFORMATION AND PREVENTION ADDENDUM

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

1. **DWELLING UNIT DESCRIPTION.**
Unit. No. 905 550 Liberty Street *(street address)* in Braintree *(city)*, Massachusetts, 02184 *(zip code)*.

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract date: August 21, 2024
Owner's name: Lenox Farms Limited Partnership

Residents *(list all residents)*:
Mohamed Kassem

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **ABOUT MOLD.** Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for a person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

4. **PREVENTING MOLD BEGINS WITH YOU.** In order to minimize the potential for mold growth in your dwelling, you must do the following:

- **Keep your dwelling clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming,** mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- **Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible.** Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. **Turn on any exhaust fans** in the bathroom and kitchen *before* you start showering or cooking with open pots. When showering, be sure to keep the shower curtain *inside* the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.
- **Promptly notify us in writing about any air conditioning** or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
- **Promptly notify us in writing about any signs of water** leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
- **Keep the thermostat set to automatically circulate air in** the event temperatures rise to or above 80 degrees Fahrenheit.

5. **IN ORDER TO AVOID MOLD GROWTH,** it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- **rainwater leaking from roofs, windows, doors and outside** walls, as well as flood waters rising above floor level;
- **overflows from showers, bathtubs, toilets, lavatories, sinks,** washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
- **leaks from plumbing lines or fixtures, and leaks into walls** from bad or missing grouting/caulking around showers, tubs or sinks;
- **washing machine hose leaks, plant watering overflows,** pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- **leaks from clothes dryer discharge vents (which can put** lots of moisture into the air); and
- **insufficient drying of carpets, carpet pads, shower walls** and bathroom floors.

6. **IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON *NON-POROUS* SURFACES** (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that **you first clean the areas with soap (or detergent) and water,** let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. **Be sure to follow the instructions on the container.** Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from *porous* items, such as fibers in sofas, chairs, drapes and carpets—

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provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes. If you are unsure of how to treat any non-porous surface, please notify us in writing and we will take appropriate action.

7. **DO NOT CLEAN OR APPLY BIOCIDES TO:** (1) visible mold on *porous surfaces*, such as sheetrock walls or ceilings, or (2) *large areas* of visible mold on *non-porous* surfaces. Instead, notify us in writing, and we will take appropriate action.

8. **COMPLIANCE.** Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.

If you fail to comply with this Addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.

9. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(Signs here)

Date of Lease Contract

August 21, 2024

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Docket Number: 24H82SP03575

LEASE CONTRACT BUY-OUT ADDENDUM

1. **DWELLING UNIT DESCRIPTION.**
Unit No. 905, 550 Liberty Street (*street address*) in Braintree (*city*), Massachusetts, 02184 (*zip code*).

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract date: August 21, 2024
Owner's name: Lenox Farms Limited Partnership

Residents *(list all residents)*:
Mohamed Kassem

3. **PURPOSE OF ADDENDUM.** The purpose of this Buy-Out Addendum is to provide you with the policy regarding your ability to buy out the Lease Contract prior to the end of the lease term, subject to the terms and conditions contained herein. In order to buy out early, your notice must be signed by all residents listed in paragraph 1 of the Lease Contract and you must comply with all provisions of this Buy-Out Addendum.

4. **BUY-OUT PROCEDURES.** You may buy out of the Lease Contract prior to the end of the lease term and cut off all liability for paying rent for the remainder of the lease term *if all of the following occur:*
   (a) you give us written notice of buy-out at least 60 days prior to the new termination date (i.e., your new move-out date), which *(check one)* ☐ must be the last day of a month or ☒ may be during a month;
   (b) you specify the new termination date in the notice, i.e., the date by which you'll move out;
   (c) you are not in default under the Lease Contract on the date you give us the notice of buy-out;
   (d) you are not in default under the Lease Contract on the new termination date (move-out date);
   (e) you move out on or before the new termination date and do not hold over;
   (f) you pay us a buy-out fee (consideration) of $_____;
   (g) you pay us the amount of any concessions you received when signing the Lease Contract; and
   (h) you comply with any special provisions in paragraph 9 below.
   (i) we execute a mutually acceptable Early Lease Termination Addendum containing (among other terms) the provisions contained in this Paragraph 4.

5. **WHEN PAYABLE.** The buy-out fee in paragraph 4(f) is due and payable no later than 60 days after you give us your buy-out notice. The total dollar amount of any concessions regarding rent or other monetary lease obligations for the entire lease term is $ 0.00 and is due payable on the same day as the buy-out fee, subject to any special provisions in paragraph 9 regarding the amount, calculation method, or payment date.

6. **SHOWING UNIT TO PROSPECTIVE RESIDENTS.** After you give us notice of buy-out, the Lease Contract gives us the right to begin showing your unit to prospective residents and telling them it will be available immediately after your new termination date.

7. **COMPLIANCE ESSENTIAL.** Our deposit of all amounts due under paragraphs 4(f) and 4(g) constitutes our approval of the new termination date stated in your notice of buy-out. If you fail to comply with any of the procedures or requirements in this addendum after we deposit such monies, your buy-out right and this addendum will be voided automatically; and the lease will continue without buy-out and any deposits as provided herein will be applied to any and all outstanding charges on your resident ledger. Then, if you move out early, you are subject to all lease remedies, including reletting fees and liability for all rents for the remainder of the original lease term, and are not entitled to reapplication of any concession.

8. **MISCELLANEOUS.** If moving out by the new termination date becomes a problem for you, contact us. An extension may be possible, if we have not already relet the dwelling unit to a successor resident. We and any successor residents who may be leasing your unit will be relying on your moving out on or before the new termination date. Therefore, you may not hold over beyond such date without our written consent—even if it means you have to make plans for temporary lodging elsewhere. "Default" as used in paragraphs 4(c) and 4(d) of this addendum means default as defined in the Lease Contract. You will continue to be liable for any damages and any sums accruing and unpaid prior to the new termination date.

9. **SPECIAL PROVISIONS.** Your right of buy-out may be exercised only if you comply with all of the subsections contained in Paragraph 4 herein **AND** you comply with all of the below additional provisions. Any special provisions below will supersede any conflicting provision of this printed addendum. Any false statements or documents presented to us regarding buy-out will automatically void your right to buy-out of the Lease Contract. The special provisions are:

The fee in section 4f is equal to two times the monthly rent as stated on page one of the Lease, less any additional charges.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(signs below)

Date of Lease Contract
August 21, 2024

HEAD OF HOUSEHOLD
Mohamed Kassem
SIGNED 8/22/2024 AT 5:56PM EDT

LEASE SIGNER NO2
R Nicholson
SIGNED 8/22/2024 AT 12:26PM EDT

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Housing - Metro South
Docket Number: 24H82SP03575

LEASE CONTRACT ADDENDUM
FOR SATELLITE DISH OR ANTENNA

Under a Federal Communications Commission (FCC) order, you as our resident have a right to install a transmitting or receiving satellite dish or antenna on the leased dwelling, subject to FCC limitations. We as a rental housing owner are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you and we agree to follow.

1. **DWELLING UNIT DESCRIPTION.**
Unit No. 905 550 Liberty Street (*street address*) in Braintree (*city*), Massachusetts, 02184 (*zip code*).

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract date: August 23, 2024
Owner's name: Lenox Farms Limited Partnership

Residents *(list all residents)*:
Mohamed Kassem

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **NUMBER AND SIZE.** You may install 1 satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR § 1.4000 are prohibited.

4. **LOCATION.** Your satellite dish or antenna must be located: (1) inside your dwelling; or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.

5. **SAFETY AND NON-INTERFERENCE.** Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.

6. **SIGNAL TRANSMISSION FROM EXTERIOR DISH OR ANTENNA TO INTERIOR OF DWELLING.** You may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is installed outside your dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window—without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us in writing.

7. **SAFETY IN INSTALLATION.** In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.

8. **MAINTENANCE.** You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.

9. **REMOVAL AND DAMAGES.** You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. In accordance with the Lease Contract, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear.

10. **LIABILITY INSURANCE. You must take full responsibility for the satellite dish, antenna and related equipment. If the dish or antenna is installed at a height that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance (if available) to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna and related equipment.** The insurance coverage must be $ 25000.00, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc.

11. **SECURITY DEPOSIT.** An additional security deposit of $_____ will be charged and due prior to the installation of the satellite dish and/or antenna. The Parties understand and agree that the total sum of the security deposits held shall comply with M.G.L. c.186 s.15B, and will not exceed one month's rent. We consider the additional security deposit a general security deposit for all purposes. The security deposit amount in the Security Deposit paragraph of the Lease Contract will include this additional deposit amount. Refund of the additional security deposit will be subject to the terms and conditions set forth herein **AND** in the Lease Contract.

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Docket Number: 24H82SP03575

This additional security deposit is required to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached (nails,screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost repair or restoration after removal, etc.

12. WHEN YOU MAY BEGIN INSTALLATION. You may start installation of your satellite dish, antenna or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 10 of this addendum; (3) paid us the additional security deposit, if applicable, in paragraph 11; and (4) received our written approval of the installation materials and the person or company that will do the installation, which approval may not be unreasonably withheld.

13. MISCELLANEOUS. If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.

14. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(signs here)

Date of Lease Contract

August 21, 2024

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Date Filed: 4/20/2026 3:04 PM
Housing Motorcycle
Docket Number: 24H82SP03575

LEASE CONTRACT ADDENDUM FOR ENCLOSED GARAGE, CARPORT, ASSIGNED PARKING, OR STORAGE UNIT

1. **DWELLING UNIT DESCRIPTION.**
Unit No. 905, 550 Liberty Street
(street address) in Braintree
(city), Massachusetts, 02184 (zip code).

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract date: August 21, 2024
Owner's name: Lenox Farms Limited Partnership

Residents *(list all residents)*:
Mohamed Kassem

The term of this Addendum is as follows:
Begins on _____ and
ending on _____.

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **GARAGE, CARPORT, OR STORAGE UNIT.** You are entitled to exclusive possession of: *(check as applicable)*
☒ garage or carport attached to the dwelling;
☐ garage space number(s) _____;
☐ carport space number(s) _____;
and/or
☐ assigned parking space number(s) _____;
☐ storage unit number(s) _____.

The monthly rent in the Rent and Charges paragraph of the Lease Contract covers both the dwelling and the checked area(s) above. All terms and conditions of the Lease Contract apply to the above areas unless modified by this addendum.

4. **USE RESTRICTIONS.** Garage or carport may be used only for storage of operable motor vehicles unless otherwise stated in our rules or community policies. Storage units may be used only for storage of personal property. No one may sleep, cook, barbeque, or live in a garage, carport, or storage unit. Persons not listed as a resident or occupant in the Lease Contract may not use the areas covered by this addendum. No plants may be grown in such areas.

5. **NO DANGEROUS ITEMS.** Items that pose an environmental hazard or a risk to the safety or health of other residents, occupants, or neighbors or that violate any government regulation may not be stored in any of the units defined in the Garage, Carport, or Storage Unit Paragraph. Prohibited items include but are not limited to fuel (other than in a properly capped fuel tank of a vehicle or a closed briquette lighter fluid container), fireworks, rags, piles of paper, or other material that may create a fire or environmental hazard or any other items prohibited by Federal, State or Local laws or ordinances. We may remove from such areas, without prior notice, items that we believe might constitute a fire or environmental hazard or other violation of this paragraph. Because of carbon monoxide risks, you may not run the motor of a vehicle inside a garage unless the garage door is open to allow fumes to escape.

6. **NO SMOKE, FIRE, OR CARBON MONOXIDE DETECTORS.** No smoke, fire, or carbon monoxide detectors will be furnished by us unless required by law.

7. **GARAGE DOOR OPENER.** If an enclosed garage is furnished, you ☒ will ☐ will not be provided with a ☒ garage door opener and/or ☐ garage key. You will be responsible for maintenance of any garage door opener, including battery replacement. Transmitter frequency settings may not be changed on the garage door or opener without our prior written consent.

8. **SECURITY.** Always remember to lock any door of a garage or storage unit and any door between a garage and the dwelling. When leaving, be sure to lock all keyed deadbolt locks.

9. **INSURANCE AND LOSS/DAMAGE TO YOUR PROPERTY.** Any area covered by this addendum is accepted by you "as is." You will maintain liability and comprehensive insurance coverage for any vehicle parked or stored. We will have no responsibility for loss or damage to vehicles or other property parked or stored in a garage, carport, or storage unit, whether caused by accident, fire, theft, water, vandalism, pests, mysterious disappearance, or otherwise except to the extent caused by our omission, fault, negligence, or misconduct. We are not responsible for pest control in such areas.

10. **COMPLIANCE.** As allowed by law, we may periodically open and enter garages and storerooms to ensure compliance with this addendum. In that event, written notice of such opening and entry will be left inside the main entry door of your dwelling or inside the door between the garage and your dwelling.

11. **NO LOCK CHANGES, ALTERATIONS, OR IMPROVEMENTS.** Without our prior written consent, locks on doors of garages and storage units may not be rekeyed, added, or changed, and improvements, alterations, or electrical extensions or changes to the interior or exterior of such areas are not allowed. You may not place nails, screws, bolts, or hooks into walls, ceilings, floors, or doors. Any damage not caused by us or our representatives to areas covered by this addendum will be paid for by you.

12. **MOVE-OUT AND REMEDIES.** Any items remaining in a garage, carport or storage unit after you have vacated the dwelling unit, and we have recovered possession of said dwelling unit, will be considered abandoned property and we may remove, sell or otherwise dispose of the property left in the abandoned or surrendered garage, carport or storage unit as we see fit.

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13. SPECIAL PROVISIONS. In the event that Resident's apartment is included in the community's affordable housing program, if any, the additional required payment for the checked area(s) of the Garage, Carport, or Storage Unit Paragraph, are required to be paid at the same time as monthly rent and are not included as part of the total rent referenced in the Rent and Charges paragraph of the Apartment Lease Contract; failure to pay shall be a breach of this Addendum and subject to revocation of the use of the checked area(s), but shall not be considered additional rent pursuant to program guidelines. The following special provisions control over conflicting provisions of this printed form:

There is a 90 day written notice requirement to release your rentable item.

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(signs here)

Date of Lease Contract

August 21, 2024

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COMMUNITY POLICIES, RULES AND REGULATIONS ADDENDUM

This addendum is incorporated into the Lease Contract (the "Lease") identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:

Property Owner: Lenox Farms Limited Partnership

Resident(s): Mohamed Kassem

Unit No:/Address: #905, 550 Liberty Street, Braintree, MA 02184

Lease Date: 08/21/2024

I. GENERAL CONDITIONS FOR USE OF DWELLING PROPERTY AND RECREATIONAL FACILITIES.
Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, "Amenities") located at the Dwelling Community is a privilege and license granted by the Owner, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease, this Addendum, and the Community rules and regulations ("Rules") in effect at any given time, and such permission may be revoked by Owner at any time for any lawful reason. In all cases, the most strict terms of either the Lease, this Addendum, or the Community Rules shall control. Owner reserves the right to set the days and hours of use for all Amenities and to change the character of or close any Amenity based upon the needs of Owner and in Owner's sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. Owner and management may make changes to the Rules for use of any Amenity at any time.

Additionally, Resident(s) expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity, related to Resident's use of the Amenities at the Community. Resident(s) agrees to hold Owner harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident(s) may have against Owner and that are in any way related to or arise from such use except for Owner's omission, fault, negligence or misconduct. This provision shall be enforceable to the fullest extent of the law.

THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S)' OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND COMMUNITY RULES AND REGULATIONS, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term "Owner" shall include the Management, officers, partners, employees, agents, assigns, Owners, subsidiaries and affiliates of Owner.

The Community Policies contain material terms and any violation of the same may result in the resident, household member(s) and/or guests being prohibited from further use of the common areas, as well as subject the household to termination of tenancy.

II. POOL. This Community ☒ **DOES** ☐ **DOES NOT** have a pool. When using the pool, Resident(s) agrees to the following:
- Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
- All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries.
- For their safety, Residents should not swim alone.
- Pool hours are posted at the pool.
- No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
- Proper swimming attire is required at all times and a swimsuit "cover up" should be worn to and from the pool. Young children who are not yet potty trained shall wear swim diapers in and around the pool facilities at all times.
- No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.
- Resident(s) must accompany their guests.
- Resident(s) must notify Owner any time there is a problem or safety hazard at the pool.

In Case of Emergency Dial 911

III. FITNESS CENTER. This Community ☒ **DOES** ☐ **DOES NOT** have a fitness center. When using the fitness center, Resident agrees to the following:
- **Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies.**
- The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment.
- Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
- Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of Management Rules and Policies.
- Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Resident's physician.
- Resident(s) will keep Fitness Center locked at all times during Resident's visit to the Fitness Center.
- **Resident(s) will not admit any person to the Fitness Center who has not registered with the Management Office.**
- Resident(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.

Card # issued: (1) _____ (2) _____ (3) _____ (4) _____ (5) _____ (6) _____

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IV. **PACKAGE RELEASE.** This Community ☐ **DOES** ☒ **DOES NOT** accept packages on behalf of Residents.
For communities that do accept packages on behalf of its Residents:
Resident(s) gives Owner permission to sign and accept any parcels or letters sent to Resident(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same.

V. **BUSINESS CENTER.** This Community ☒ **DOES** ☐ **DOES NOT** have a business center.
Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Rules and Regulations posted in the business center and Management policies. Owner is not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to ___60___ minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center.

VI. **AUTOMOBILES/BOATS/RECREATIONAL VEHICLES.** The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:
- Only _____ vehicle per licensed Resident is allowed.
- All vehicles must be registered at the Management office.
- Any vehicle(s) not registered, considered abandoned, parked in violation of posted rules or parking signs or violating the Lease, this Addendum, or the Community Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after a _____ hour notice is placed on the vehicle pursuant to Mass General Laws.
- Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, pursuant to Mass General Laws, at the vehicle owner's expense.
- The washing of vehicles is not permitted on the property unless specifically allowed in designated areas.
- Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
- Recreational vehicles, boats or trailers may only be parked on the property with written Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.
- Resident agrees to comply with Owner's requests regarding moving their vehicle due to snow removal and/or any other necessary purpose in the Owner's sole discretion.

VII. **FIRE HAZARDS.** In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:
- Residents and guests will adhere to the Community rules and regulations , and other Management policies concerning fire hazards, which may be revised from time to time.
- No person shall knowingly maintain a fire hazard.
- **Grills, Barbeques, and any other outdoor cooking or open flame devices if prior written approval is granted by Management, will be used only on the ground level and will be placed a minimum of ___10___ feet from any building.** Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
- **Fireplaces:** Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
- Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in dwellings, near exits, stairways, breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
- No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
- Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.

VIII. **EXTERMINATING.** Resident(s) shall immediately report to Management, in writing, any problems related to rodents, skunks, cockroaches and/or insect infestation in the premises or the common areas. Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Residents' dwelling several times a year and as needed to prevent insect infestation. Owner will notify Residents in advance of extermination in Residents' Dwelling, and give Resident instructions for the preparation of the Dwelling and safe contact with insecticides. Residents will be responsible to prepare the Dwelling for extermination in accordance with the Owner and/or its exterminator. If Residents are unprepared for a scheduled treatment, or otherwise fail to allow Owner access to inspection and/or conduct necessary extermination, it shall be considered a material breach of their lease agreement and Owner shall be entitled to take all legal steps to gain access and/or terminate the tenancy. All parties acknowledge that the failure to properly prepare the dwelling shall be considered irreparable injury. If Residents request extermination treatments in addition to those regularly provided by Owner, those requests must be in writing, and Owner shall evaluate and grant such requests in their sole discretion. **Residents agree to perform the tasks required by Owner and/or Owner's exterminator on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:**
- Clean in all cabinets, drawers and closets in kitchen and pantry.
- If roaches have been seen in closets, remove contents from shelves and floor.
- Remove infants and young children from the dwelling.
- Remove pets
- Remove chain locks or other types of obstruction on day of service.
- Cover fish tanks and turn off their air pumps.
- Do not wipe out cabinets after treatment.

In the case of suspected or confirmed bed bug infestation, resident will agree to the following:
- Resident will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
- Resident will thoroughly clean (off premises), all luggage, handbags, shoes and clothes hanging containers.
- Resident will cooperate with Owner's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.

RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO EXTERMINATION AND THE USE OF INSECTICIDES

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IX. DRAPES AND SHADES. Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance.

X. WATER BEDS. Resident shall not have water beds or other water furniture in the dwelling without prior written permission of Owner.

XI. BALCONY or PATIO. Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios. No misuse of the space is permitted, including but not limited to, throwing, spilling or pouring liquids or other items, whether intentionally or negligently, over the balconies or patios.

XII. SIGNS. Resident shall not display any signs, exterior lights or markings on dwelling. No awnings or other projections shall be attached to the outside of the building of which dwelling is a part.

XIII. SATELLITE DISHES/ANTENNAS. You must complete a satellite addendum and abide by its terms prior to installation or use.

XIV. WAIVER/SEVERABILITY CLAUSE. No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Part is invalid for any reason whatsoever, this finding shall not effect the validity of the remaining portions of this addendum, the Lease Contract or any other addenda to the Lease Contract.

XV. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

No open flame grills or cookers per city ordinance. Violation for a grill found on a patio or balcony $125. You agree that we may charge you a non-refundable fee of $300.00 for any roommate changes you request mid lease. This fee is payable in full before the roommate can be added/removed. A $75 fee will apply for any pet waste disposal lease violations outlined in sections 16 and 24 of the Apartment Lease Contract. Items should never be hung or placed on sprinkler pipes or sprinkler heads to avoid accidental water discharge. Sprinkler heads should not be covered or tampered with nor should items be placed within such a distance as to deflect normal spraying patterns. No grills are allowed in the unit, on patios/balconies, or in any storage closets/units without express written permission. There will be a $10 replacement fee for any lost, stolen or misplaced mail box key. Quiet hours are from 10:00pm to 7:00am.

I have read, understand and agree to comply with the preceding provisions.

Resident	Date	Resident	Date
Resident	Date	Resident	Date
Resident	Date	Resident	Date
Owner Representative		Date	

Commonwealth of Massachusetts
Middlesex, ss.
SIGNED 8/25/2014 AT 12:24 PM EDT

LEASE SIGNED BY
H Nicholson
SIGNED 8/25/2014 AT 12:24 PM EDT

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LEASE ADDENDUM
LIABILITY INSURANCE REQUIRED OF RESIDENT

1. **DWELLING UNIT DESCRIPTION.**
Unit. No. 905 550 Liberty Street
Braintree (street address) in (city), Massachusetts, 02184 (zip code).

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract date: August 21, 2024
Owner's name: Lenox Farms Limited Partnership

Residents *(list all residents)*:
Mohamed Kassem

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **ACKNOWLEDGMENT CONCERNING INSURANCE OR DAMAGE WAIVER.** You acknowledge that we do not maintain insurance to protect you against personal injury, loss or damage to your personal property or belongings, or to cover your own liability for injury, loss or damage you (or your occupants or guests) may cause others. You also acknowledge that by not maintaining your own policy of personal liability insurance, you may be responsible to others (including us) for the full cost of any injury, loss or damage caused by your actions or the actions of your occupants or guests. You understand that the Insurance paragraph of the Lease Contract requires you to maintain a liability insurance policy, which provides limits of liability to third parties in an amount not less than $ 100000.00 per occurrence. You understand and agree to maintain at all times during the Term of the Lease Contract and any renewal periods a policy of personal liability insurance and personal property insurance satisfying the requirements listed below, at your sole expense.

4. **REQUIRED POLICY.** You are required to purchase and maintain personal liability insurance covering you, your occupants and guests, for personal injury and property damage any of you cause to third parties (including damage to our property), in a minimum policy coverage amount of $ 100000.00, from a carrier with an AM Best rating of A-VII or better, licensed to do business in Massachusetts. The carrier is required to provide notice to us within 30 days of any cancellation, non-renewal, or material change in your coverage. We retain the right to hold you responsible for any loss in excess of your insurance coverage.

5. **WE MAY PROVIDE YOU WITH INFORMATION OF AN INSURANCE PROGRAM THAT WE MAKE AVAILABLE TO RESIDENTS, WHICH PROVIDES YOU WITH AN OPPORTUNITY TO BUY RENTER'S INSURANCE FROM A PREFERRED COMPANY. However, you are free to contract for the required insurance with a provider of your choosing.**

6. **SUBROGATION ALLOWED.** You and we agree that subrogation is allowed by all parties and that this agreement supersedes any language to the contrary in the Lease Contract.

7. **YOUR INSURANCE COVERAGE.** You have purchased the required personal liability insurance from the insurance company of your choosing listed below that is licensed to do business in this state, and have provided us with written proof of this insurance prior to the execution and commencement of the Lease Contract. You will provide additional proof of insurance in the future at our request.

Insurance Company: _____

8. **DEFAULT.** Any default under the terms of this Addendum shall be deemed an immediate, material and incurable default under the terms of the Lease Contract, and we shall be entitled to exercise all rights and remedies under the law.

9. **MISCELLANEOUS.** Except as specifically stated in this Addendum, all other terms and conditions of the Lease Contract shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease Contract, the terms of this Addendum shall control.

10. **SPECIAL PROVISIONS:**
See attached Rider 1 to this Lease Addendum

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I have read, understand and agree to comply with the preceding provisions.

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(signs here)

Date of Lease Contract

August 21, 2024

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Document Number: 24H82SP03575

LEASE ADDENDUM
FOR REMOTE CONTROL, CARD, OR CODE ACCESS GATE

1. **DWELLING UNIT DESCRIPTION.**
Unit No. 905, 550 Liberty Street *(street address)* in Braintree *(city)*, Massachusetts, 02184 *(zip code)*.

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract date: August 21, 2024
Owner's name: Lenox Farms Limited Partnership

Residents *(list all residents)*:
Mohamed Kassem

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **REMOTE CONTROL/CARDS/CODE FOR GATE ACCESS.**
☒ **Remote control for gate access.** Each person who is listed as a resident on the lease will be given a remote control at no cost to use during their residency. Each additional remote control for you or other occupants will require a $ 75.00 non-refundable fee.

☐ **Cards for gate access.** Each person who is listed as a resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or other occupants will require a $ _____ non-refundable fee.

☒ **Code for gate access.** Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency. We may change the access code at any time and will notify you of any such changes.

4. **DAMAGED, LOST OR UNRETURNED REMOTE CONTROLS, CARDS OR CODE CHANGES.**
☒ If a remote control is lost, stolen or damaged, a $ 75.00 fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there may be a deduction from the security deposit for the replacement and/or repair of the same.

☐ If a card is lost, stolen or damaged, a $ _____ fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a $ _____ deduction from the security deposit.

☒ We may change the code(s) at any time and notify you accordingly. Therefore, it is Resident(s) obligation to provide us with up to date contact information whenever said information may change.

5. **REPORT DAMAGE OR MALFUNCTIONS.** Please immediately report to the office any malfunction or damage to gates, fencing, locks or related equipment.

6. **FOLLOW WRITTEN INSTRUCTIONS.** You and all other occupants must read the written instructions that have been furnished to you regarding the access gates, which are hereby incorporated by reference as part of this addendum and your lease. If the gates are damaged by you or other occupants, guests or invitees through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.

7. **PERSONAL INJURY AND/OR PERSONAL PROPERTY DAMAGE.** Except as specifically required by law, we have no duty to maintain the gates and cannot guaranty against gate malfunctions. We make no representations or guarantees to you concerning security of the community. Any measures, devices, or activities taken by us are solely for the benefit of us and for the protection of our property and interests, and any benefit to you of the same is purely incidental. Anything mechanical or electronic is subject to malfunction. Fencing, gates or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests and invitees from crime is the sole responsibility of residents, occupants and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. To the extent allowed by Massachusetts law, we are not liable to any resident, family member, guest, occupant or invitee for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required. You are expected to refrain from sharing or otherwise landing access code(s), card(s), and/or remote control(s) that provide access to the community. You will be held responsible for the actions of any persons to whom you provide access to the community.

8. **RULES IN USING VEHICLE GATES.**
- Always approach entry and exit gates with caution and at a very slow rate of speed.
- Never stop your car where the gate can hit your vehicle as the gate opens or closes.
- Never follow another vehicle into an open gate. Always use your card to gain entry.
- Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
- Never force the gate open with your car.
- Never get out of your vehicle while the gates are opening or closing.
- If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
- Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes.
- If you lose your card, please contact the management office immediately.
- Do not give your card or code to anyone else.
- Do not tamper with the gate or allow your occupants to tamper or play with the gates.
- Never permit another vehicle to follow your vehicle through an open gate.

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Housing - Metro South
Docket Number: 24H82SP03575

9. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(signs here)

Date of Lease Contract

August 21, 2024

Date Filed: 4/20/2026 3:04 PM
Housing - Metro South
Docket Number: 24H82SP03575
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Docket Number: 24H82SP03575

ATTACH TO YOUR LEASE

APARTMENT CONDITION STATEMENT

This is a statement of the condition of the premises you have leased or rented. You should read it carefully in order to see if it is correct. If it is correct, you must sign it. This will show that you agree that the list is correct and complete. If it is not correct, you must attach a separate signed list of any damage which you believe exists in the premises. This statement must be returned to the lessor or his agent within fifteen (15) days after you receive this list or within fifteen (15) days after you move in, whichever is later. If you do not return this list within the specified time period, a court may later view your failure to return the list as your agreement that the list is complete and correct in any suit which you may bring to recover the security deposit.

TO: Lenox Farms Limited Partnership
Lessor
550 Liberty St.
Address
Braintree
City
02184
Zip

RE: 905
Unit
RE: 550 Liberty Street
Address
RE: Braintree
City
02184
Zip

We have examined the premises and have found the present condition to be as follows:

Date: _____ Lessor/Agent Signature: _____

Lenox Farms Limited Partnership
Lessor
550 Liberty St.
Address
Braintree
City
02184
Zip
(781)843-8443
Phone

Agent
Lenox Farms
Address
City
Zip
Phone

AGREED AND ASSENTED TO: _____ Lessee Date: _____
AGREED AND ASSENTED TO: _____ Lessee Date: _____
AGREED AND ASSENTED TO: _____ Lessee Date: _____
AGREED AND ASSENTED TO: _____ Lessee Date: _____
AGREED AND ASSENTED TO: _____ Lessee Date: _____
AGREED AND ASSENTED TO: _____ Lessee Date: _____

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WATER/SEWER USAGE ADDENDUM

This Water/Sewer Usage Addendum is dated and effective as of August 21, 2024 (date of the lease) to which this addendum is attached and made a part of thereof (the "Lease") and is made by and between Mohamed Kassem

("Tenant") and the "Landlord" named in said Lease for apartment # 905. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

1. Resident has been advised that a water-submeter has been installed to measure the water usage in the apartment. Attached to this Addendum is a copy of the certificate filed by Landlord pursuant to the Act with the local health board or other department charged with enforcement of the State Sanitary Code. (If e-signature is used to sign these documents, the certificate will be emailed or provided prior to occupancy).

2. Landlord shall be obligated to maintain the sub-meter system in good working order in accordance with the provisions of the State Sanitary Code. Tenant shall pay to Landlord, as additional rent, charges for water usage and sewer allocable to the Premises in accordance with the following provisions:

   a. In addition to the rent and other amounts due pursuant to the provisions of the Lease, you agree to pay, and shall be charged, for all water/sewer usage within your dwelling unit. **These amounts charged are considered rent for all purposes.** We will provide you with a bill for water/sewer usage which will include the current and immediately preceding sub-meter reading and the date of such reading, the amount of water consumed since the last reading, the charge per unit of water, the total charge, and the payment due date.

   b. To determine the calculated cost per unit of water to assess the charge, we will divide the total amount of any bill provided by the water company for water/sewer usage, which will include any customer service fee and taxes, for all water provided to the main water meter of which the sub-meter is a party, by the total amount of water consumed for the entire premises served by that main water meter. This will establish the monthly water rate. You will then be charged for the total number of units, measured by your sub-meter, times the monthly water rate.

   c. We send bills on a (check one):
      ☒ Monthly basis, therefore payments are due within 15 days after mailing; or
      ☐ Intervals greater than one month, therefore payments are due 30 days after mailing.

      If Tenant fails to make payments when due, such non-payment shall be deemed a material breach of the Lease. Such breach may be cured by payment in full prior to any court hearing with respect to such breach. Bills may be issued on Landlord's behalf by an outside sub-metering service manager. The billing entity from which Tenant shall receive monthly Utility bills and as designated by Landlord is:

      AUM

      This designation may be changed by Landlord at any time. We will provide notice of changes if they occur.

   d. If your Lease starts after the beginning but before the end of the water company billing period, Landlord shall mail to Tenant on the first day of such term the sub-meter reading for the Premises as of the Lease commencement day.

   e. If the Lease terminates in the middle of the water company's billing period, Landlord shall give the Tenant on the last day of actual tenancy a final sub-meter reading for the Premises as of that day, together with a final bill, calculated by reference to the last bill issued to Landlord. If Landlord is unable to give a final sub-meter reading and bill to Tenant on the last day of the tenancy, Landlord shall do so by mail no later than the day thereafter. Notwithstanding paragraph 3(c) above, this amount shall be immediately due and payable or may be deducted from any security deposit. However, if it is later determined that based on actual cost received at the close of the water company's billing period that tenant's charge is less than what was used as a reference by Landlord to calculate the final bill, Landlord shall recalculate the amount due and mail Tenant a revised bill, together with a rebate for any overpayment.

3. Tenant acknowledges that Landlord cannot guarantee the level of charges for water and sewer utility service, which will vary over time depending on Tenant usage characteristics, changes in the rates imposed by the utility provider that provides service to Landlord and other factors. Any checks tendered for payment and dishonored due to insufficient funds shall be subject to the same penalty and fees as under the Lease.

   You understand and acknowledge that certain water conservation devices have been installed on the showers, faucets, and water closets in your dwelling unit. You agree not to remove or tamper with these devices and shall provide us with prompt written notice in the event any such device requires repair or replacement. Failure to comply with this provision shall constitute a material violation of the Lease.

Resident Signature _____ Date _____
Resident Signature _____ Date _____
Resident Signature _____ Date _____
Resident Signature _____ Date _____
Resident Signature _____ Date _____
Resident Signature _____ Date _____
Management _____ Date _____

HEAD OF HOUSEHOLD
Mohamed Kassem
SIGNED 8/21/2024 AT 1:39PM EDT

LEASE SIGNER USE
K Nicholson
SIGNED 8/21/2024 AT 12:20PM EDT

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ADDENDUM PROHIBITING SHORT-TERM SUBLETTING OR RENTAL

Date Filed: 8/6/2024 7:15 PM
Housing - Metro South
Docket Number: 24H82SP03575

1. **DWELLING UNIT DESCRIPTION.**
Unit No. 905 550 Liberty Street (street address) in Braintree (city), Massachusetts, 02184 (zip code).

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract date: August 21, 2024
Owner's name: Lenox Farms Limited Partnership

Residents *(list all residents)*:
Mohamed Kassem

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **SHORT TERM SUBLEASE OR RENTING PROHIBITED.** Without limiting the prohibition in the Lease on subletting, assignment, and licensing, and without limiting any of our rights or remedies, this Addendum to the Lease further supplements and defines the requirements and prohibitions contained in the Lease Contract between you and us. You are hereby strictly prohibited from subletting, licensing, or renting to any third party, or allowing occupancy by any third party, of all or any portion of the dwelling, whether for an overnight use or duration of any length, without our prior written consent in each instance. This prohibition applies to any temporary stays, overnight stays, or any other stays arranged on Airbnb.com or other similar internet sites. In addition, under no circumstances may any portion of the leased premises be used by a boarder, lodger, or roommate without the prior written consent of the Lessor.

4. **PROHIBITION ON LISTING OR ADVERTISING DWELLING ON OVERNIGHT SUBLETTING OR RENTING WEBSITES.** You agree not to list or advertise the dwelling as being available for short term subletting or rental or occupancy by others on Airbnb.com or similar internet websites. You agree that listing or advertising the dwelling on Airbnb.com or similar internet websites shall be a material violation of this Addendum and a breach of your Lease Contract.

5. **VIOLATION OF LEASE AGREEMENT.** Your Lease Contract allows for use of your dwelling as a private residence only and strictly prohibits conducting any kind of business in, from, or involving your dwelling unless expressly permitted by law or by written, signed prior agreement with us. Separately, your Lease Contract prohibits subletting or occupancy by others of the dwelling for any period of time without our prior written consent. Permitting your dwelling to be used for any subletting or rental or occupancy by others (including, without limitation, for a short term), regardless of the value of consideration received or if no consideration is received, is a violation and breach of this Addendum and your Lease Contract.

6. **REMEDY FOR VIOLATION.** Any violation of this Addendum constitutes a material violation of the Lease Contract, and as such we may exercise any default remedies permitted in the Lease Contract, including termination of your tenancy, in accordance with local law. This clause shall not be interpreted to restrict our rights to terminate your tenancy for any lawful reason, or by any lawful method.

7. **RESIDENT LIABILITY.** You are responsible for and shall be held liable for any and all losses, damages, and/or fines that we incur as a result of your violations of the terms of this Addendum or the Lease Contract. Further, you agree you are responsible for and shall be held liable for any and all actions of any person(s) who occupy your dwelling in violation of the terms of this Addendum or the Lease Contract, including, but not limited to, property damage, disturbance of other residents, and violence or attempted violence to another person. In accordance with applicable law, without limiting your liability you agree we shall have the right to collect against any renter's or liability insurance policy maintained by you for any losses or damages that we incur as the result of any violation of the terms of this Addendum.

8. **SEVERABILITY.** If any provision of this Addendum or the Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Addendum while preserving the intent of the parties.

9. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:
Resident shall not represent or advertise, whether verbally, in writing, or in any electronic media or medium whatsoever, that resident's apartment is available for occupancy, for any period of time whatsoever, by any non-resident or non-occupant, if said occupancy is, or will be, in exchange for any compensation or consideration whatsoever (including, without limitation, the payment of money and/or trade and/or barter of other goods, services, or property occupancy rights).

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum

HEAD OF HOUSEHOLD
Mohamed Kassem
SIGNED 8/22/2024 AT 2:02PM EDT

LEASE SIGNER (IF)
K Nicholson
SIGNED 8/22/2024 AT 12:38PM EDT

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CAMERA ADDENDUM

This Camera Addendum is made and entered into as of the date of the Apartment Lease Contract (the "Lease") executed by Lenox Farms (the "Owner") and the resident(s) Mohamed Kassem (the "Resident", whether one or more) identified below. The purpose of this Addendum is to clarify the purpose of cameras in the Owner's apartment community. For and in consideration of the mutual promises contained herein and in the Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Cameras. Resident acknowledges that there are cameras that have been installed in certain common areas of the apartment community. However, Resident further acknowledges that the cameras are mechanical devices, can malfunction or be rendered inoperative at any time and should not be relied upon by Resident for any type of security services.

2. Resident's representations regarding security. Resident represents that Resident will not rely upon the Cameras for any type of security services and that Resident will contact the local law enforcement agency in the event of any security concerns. In the event of an emergency, Resident agrees to call 911. Resident further represents that it has made whatever decisions it desires with respect to obtaining insurance coverage Resident deems appropriate to protect Resident, occupants of Resident's unit or their respective belongings.

3. Resident's acknowledgements regarding security. Resident acknowledges that: (i) the cameras are not to be construed as a representation or an express or implied warranty of security; (ii) there is no guarantee or representation that the cameras are monitored, operable or working; (iii) the cameras are not to be construed as a representation that they will, in any way, increase Resident's personal security or the security of other occupants in Resident's unit or guests; (iv) there is no guarantee against crime or of reduced risk of crime; (v) Resident and all occupants and guests must exercise due care for Resident's own and others' safety and security; and (vi) the Owner is not responsible for injury, damage or loss to person or property caused by the criminal acts of others. Resident further acknowledges that Resident will be as cautious as possible with respect to Resident's property and surroundings and that the Owner suggests Resident get to know Resident's neighbors and always lock Resident's apartment door whenever Resident leaves the apartment.

4. Conflicts. To the extent the terms of this Addendum conflict with the terms of the Lease, the terms of this Addendum shall control.

I read, understand and agree to comply with the preceding provisions: *[All residents must sign here]*

Resident Date	Resident Date	Resident Date
Resident Date	Resident Date	**Owner Representative** **Date**

HEAD OF HOUSEHOLD
Mohamed Kassem
SIGNED 8/22/2024 AT 5:25PM EDT

LEASE SIGNER UDR
K Nicholson
SIGNED 8/30/2024 AT 12:26PM EDT

Date Filed: 4/20/2026 3:04 PM
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Rider 1 to Lease Addendum
Liability Insurance Required of Resident

In this document, the terms "you" and "your" refer to all residents signing below; the terms "we," "us," and "our" refer to the owner named in the Lease Contract (not to the property manager or anyone else).

1. **Rider 1.** This Rider 1 supplements the Lease Addendum Liability Insurance Required of Resident to the Lease Contract (the "Lease") dated 09/07/2024 between Lenox Farms ("Owner") and Mohamed Kassem ("Residents") (list all original residents named in paragraph 1 of the Lease) for residential unit No. 905 located at 550 Liberty Street in Braintree, MA, the ("Premises"). By signing below, you acknowledge and agree that you have read, understand, and agree to comply with the provisions of this Rider 1.

2. **INTERESTED PARTY.** You agree to provide written proof of the required insurance coverage and agree to ensure your insurance company lists:
Lenox Farms– UDR, Inc.
P.O. Box 115009
Carrollton, TX 75011-5009 as an interested party.

3. **DEFAULT AND FORCE PLACEMENT.** Except where prohibited by law, failure to obtain and maintain liability insurance as required under the Lease Contract and this Addendum is an immediate, material default under the terms of your Lease Contract. In such event, we will send a written notice to you demanding that you cure the violation by procuring the required insurance and supplying evidence of coverage to us. If you fail to obtain and supply evidence of such insurance to us on or before the date set forth in your notice, we shall be entitled to exercise all rights and remedies under the Lease Contract and applicable law, including but not limited to the right to procure liability-only insurance coverage on your behalf and at your sole cost and expense, but we shall be under no obligation to procure such coverage on your behalf. **SUCH COVERAGE SHALL PROTECT ONLY OUR INTERESTS, AND WILL NOT COVER ANY OF YOUR PERSONAL PROPERTY OR OFFSET ANY OF YOUR LIABILITY FOR ANY DAMAGES THAT YOU MAY BE HELD ACCOUNTABLE FOR, AND SHALL REMAIN IN PLACE DURING THE TERM OF THE LEASE CONTRACT UNTIL SUCH TIME YOU PROVIDE EVIDENCE OF YOUR OWN LIABILITY INSURANCE POLICY.** If we procure liability-only insurance coverage on your behalf, we will charge you, and you agree to pay, **$10.00 per month. This includes the $5.825 premium payable to the insurance company, $0.175 taxes and fees due to state insurance governing bodies and a $4.00 administrative fee for the expense of processing monthly payments and administering the insurance program. You agree that this administrative fee is a liquidated damages provision, and not a penalty, and that such amount is a fair and reasonable estimate of the administrative costs we will incur as a result of procuring the liability insurance coverage for you and administering and overseeing such coverage.**

4. By signing this Addendum, you agree to pay us $10.00 per month as set forth in paragraph 3 above, in addition to all other obligations under the Lease Contract. You also agree that the premium payment made by us on your behalf, and the administrative fee, will be considered additional rent and failure to pay such amounts shall entitle us to exercise any and all remedies applicable to your failure to pay rent when due, including, without limitation, the assessment of late fees in accordance with the Lease Contract. **YOU ACKNOWLEDGE AND AGREE THAT ANY LIABILITY-ONLY INSURANCE COVERAGE OBTAINED BY US ON YOUR BEHALF MAY NOT BE AS BENEFICIAL TO YOU AS YOUR OWN INSURANCE AND THE PREMIUMS MAY BE MORE EXPENSIVE THAN THE PREMIUMS DUE IF YOU WERE TO OBTAIN AND MAINTAIN A RENTER'S INSURANCE POLICY ON YOUR OWN BEHALF.**

5. **BINDING AGREEMENT.** The parties acknowledge and agree that this Rider 1 shall be binding upon their heirs, legal representatives, successors and assigns.

Resident or Residents

(All residents must sign here)

Owner or Owner's Representative

(Signs below)

HEAD OF HOUSEHOLD
Mohamed Kassem
SIGNED 8/23/2024 AT 5:26PM EDT

LEASE SIGNER UOR
K Nicholson
SIGNED 8/30/2024 AT 12:26PM EDT

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The first page of your lease contains a lot of very important information about our agreement. We encourage you to review page one of your lease very closely.

When is my rent due?
Your rent is due on the first of each month.

When is my payment late? How much is the fee?
The late date and late fee are listed in paragraph 6 (or 7 for sites located in Pennsylvania) or the Special Provisions section.

How do I pay my rent?
We prefer that you pay rent via ACH for free at www.MyUDR.com.

Do you accept cash?
No, we never accept cash.

What is the definition of a lease holder and an occupant?
UDR considers a lease holder to be any person who is 18 years or older. Occupants are children or legal dependents of lease holders. Lease holders are financially and legally responsible for the lease.

What happens if I have insufficient funds?
If your payment is rejected or returned due to insufficient funds, you will be required to pay a returned payment charge and will also owe a late fee as described above.

What utilities do I pay for?
Paragraph 7 in most states (8 in Pennsylvania and 11 in Washington D.C.) states which utilities WE are responsible for paying. You are responsible for paying all other utilities. Each property is different. Your utility addendum(s) contain more specific information about your utilities.

Why am I required to get renters insurance? Where do I get it?
Because your comfort and financial security are important to us, we require that all new and renewing residents obtain and maintain a renter's insurance policy with a minimum of $100,000 personal liability coverage. You may obtain this inexpensive insurance conveniently through our referral provider (Information is available on www.MyUDR.com) or the insurer of your choice. In these economic times it makes sense to protect of your personal belongings in the rare event of a disaster. Renter's insurance is an inexpensive solution that will provide coverage for those things you've worked so hard for.

What do I need to do if want to move out?
If you choose to move out you must give us a written notice in accordance with your lease.

If my lease expires and I have not renewed, what happens?
If your lease expires and you have not renewed, you will be required to pay a month-to-month rental rate, which will most likely be higher than a standard renewal rate.

What do I do if I need service in my apartment?
Please submit all service requests in writing through www.MyUDR.com.

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What are my responsibilities when moving out?
You must leave your apartment clean and in good condition and meet all financial obligations as detailed in your lease and addenda. You must return all keys and access devices to our representative. It is your responsibility to schedule and attend a post-move out inspection of your apartment with our representative, if you choose to do so.

Thermostat Temperature Set Points (for communities with heating and cooling)
In an effort to help reduce energy consumption, we would like to provide you with some recommended thermostat temperature set points to be used during your tenancy with us. By setting your home thermostats within the below guidelines, you can help lead the cause of improving the environmental footprint at our communities.

Winter Season - 68 (F)
Summer Season - 78 (F)

The temperature ranges are based on ASHRAE standards that have been determined to provide for optimal human comfort, productivity, and safety while reducing energy cost and greenhouse gas emissions to the lowest level possible.

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Utility Information

What utilities do I pay for?
Each property is different. Your utility addendum(s) show which utilities you are responsible for paying. Please review this documentation carefully.

When is my utility payment due?
Your utility payment is due the first of every month along with your rent.

What happens if I have a non-sufficient funds issue?
If your payment is rejected or returned due to insufficient funds, you will be required to pay a returned payment charge and may also owe a late fee as described above.

Can the utility rates go up?
Yes. You can expect your utility charges to increase each year upon the renewal of your lease.

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Docket Number: 24H82SP03575

Mold Information

About Mold?

Mold is found virtually everywhere in our environment. It is found inside and outside, and in both new and old structures. Molds are naturally occurring microscopic organisms which have existed practically since the beginning of time. All of us have lived with mold all our lives.

What do I need to do to prevent mold?

There are many ways to prevent mold. Some common ways are listed below.
Keep your apartment clean, especially the kitchen, bathrooms, carpets and floors.
Remove visible moisture on windows, walls, ceilings, floors and other surfaces as soon as possible.
Look for any water leaks and be sure to use exhaust fans when showering or cooking.
Notify us in writing about any air conditioning or heating problems you might have and if you see any sign of a water leak.

What do I do if I think I have mold?

Contact us immediately.

Does Renter's Insurance help me with damages to my personal belongings?

Every policy is different, so be sure to check with your insurance provider for details regarding your coverage.

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Voluntary Buy Out Agreement

When do I use this Buy Out Agreement? (also called the Early Termination Agreement in TX)
You can use this Buy Out Agreement if you would like to move out of your apartment prior to your lease end date.

How much notice do I have to give?
The notice required to buy out of your lease is listed in paragraph 3, section a.

How much is the buy out fee?
The buyout fee is either listed in paragraph 3, section f, OR is defined in the Special Provisions section.

When is the buy out fee due to be paid?
Paragraph 4 of the Buy Out Addendum states how many days you have to pay the buy out fee.

Can you show my unit after I have given notice?
Yes.

What if I am not sure about my options?
Contact the Leasing Office and we will help explain further.

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Satellite

How much is the satellite dish deposit?

The satellite dish deposit is listed in paragraph 10 (paragraph 29 of the lease in D.C.).

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Inventory and Condition Form

What should I do with this form?

Please note all defects or damage in the apartment on this form and return it to our representative. Otherwise, everything will be considered to be in a clean, safe and good working condition. Mark through any items that do not exist in or apply to your apartment.

How quickly do I need to turn this in?

This form should be turned into us within 48 hours of move in.

What is this form used for?

This form protects both you (the resident) and us (the owner). We will use it in determining what should and should not be considered your responsibility upon move out.

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Utility Information

What utilities do I pay for?
Each property is different. Your utility addendum(s) show which utilities you are responsible for paying. Please review this documentation carefully.

When is my utility payment due?
Your utility payment is due the first of every month along with your rent.

What happens if I have a non-sufficient funds issue?
If your payment is rejected or returned due to insufficient funds, you will be required to pay a returned payment charge and may also owe a late fee as described above.

Can the utility rates go up?
Yes. You can expect your utility charges to increase each year upon the renewal of your lease.

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ADDITIONAL SPECIAL PROVISIONS

DWELLING UNIT DESCRIPTION. Unit No. 905, 550 Liberty Street *(street address)* in Braintree *(city)*, Massachusetts, 02184 *(zip code)*.

LEASE CONTRACT DESCRIPTION. Lease Contract date: August 21, 2024
Owner's Name: Lenox Farms Limited Partnership

Residents *(list all residents)*: Mohamed Kassem

You will be liable to us for a reletting charge equaling one month's rent as listed in section 6 of the Lease Contract excluding any additional rent charges such as parking, storage, or pet rent, if you (1) fail to provide us with written move-out notice as required pursuant to paragraphs 20 and 33 herein; or (2) move out without paying rent in full for the entire lease contract term or renewal period; or (3) move out at our demand because of your default; (4) or are judicially evicted. PLEASE BE ADVISED THAT THE RELETTING CHARGE IS NOT A CANCELLATION FEE OR BUY-OUT FEE AND DOES NOT RELEASE YOU FROM YOUR OBLIGATIONS UNDER THIS LEASE CONTRACT. The reletting charge is a liquidated amount covering only part of our damages for the time, effort and our expense in finding and processing a replacement resident. These damages are difficult to ascertain and uncertain and you agree that the reletting charge is a reasonable estimate of such damages and that this charge is due whether or not our reletting attempts succeed. The reletting charge does not release you from continued liability for future or past due rent, charges for damages, or other sums due. Trash compactors are to be used solely for trash related items that can be placed through trash compactor doors without resistance due to size. A fee will be imposed for the clogging of a trash compactor due to packing the trash compactor with oversized items. Cardboard boxes are not permitted to be disposed of in trash compactors. Cardboard boxes must be disposed of via the recycling areas on the community. The fees for violating these community rules are as follows: $250 1st offense, $300 2nd offense, $500 3rd offense. Resident understands and agrees resident that he/she is subject to all fines/penalties assessed on the community as a result of the resident's failure to properly dispose of rubbish/recycling materials. For units with hardwood floors: To help alleviate noise and sound generated by Residents, including, but not limited to walking noise, from disturbing persons in apartments below and adjacent to the Premises, Residents agree to keep at least 80 percent of the total square footage of hard flooring surfaces in the Premises covered with suitable rugs at all times during the term of the Lease. Residents will acquire and maintain rugs at Residents' sole cost and expense. Failure to adhere to these terms shall be a breach of the Lease. Balconies/Patios/Decks: Resident(s) agree(s) not to store and/or keep any items and/or personal property other than patio furniture in said area, including, but not limited to, the following: trash, bulk items, sporting goods, towels, laundry, small appliances, boxes, toys, strollers, indoor furniture, rugs, screening and fencing, signs, holiday decor, and lights on balconies/patios/decks. Failure to remove items from Balconies/Patios/Decks upon seven (7) days' notice from the Landlord will result in mandatory fees as follows: (1) $100.00 1st offense; (2) $150.00 2nd offense; and (3) $200.00 3rd offense. Said fees shall be come due as additional rent and a violation of this rule will constitute a violation of the lease. "You will be required to reimburse us our actual costs to replace or restart equipment in your apartment home incurred by us due to your tampering with, turning off or disabling equipment placed in your apartment by our maintenance team or third-party vendors. Such costs typically start at $100 or more and include but are not limited to the costs of daily equipment rental plus the cost of our vendor's or employee's time. You will be required to reimburse us for cancellation fees that start at $300 for refusing access to scheduled repairs that have been communicated with 48 hours' notice.

Resident(s) *(All residents must sign)*	**Date of Signing Addendum**

Owner or Owner's Representative	**Date of Signing Addendum**

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HEAD OF HOUSEHOLD
Mohamed Kassem
SIGNED 9/22/2024 AT 5:28PM EDT

LEASE SIGNED FOR
K Michelson
SIGNED 9/20/2024 AT 12:29PM EDT

Date Filed: 4/20/2026 3:04 PM
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NO-SMOKING ADDENDUM

Date: August 21, 2024
(when this Addendum is filled out)

Use of any product(s) involving smoking, burning, or combustion is prohibited in any portion of the dwelling and/or the entire Community.

1. **DWELLING UNIT DESCRIPTION.**
Unit No. 905 550 Liberty Street (*street address*) in Braintree (*city*), Massachusetts, 02184 (*zip code*).

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract date: August 21, 2024
Owner's name: Lenox Farms Limited Partnership

Residents (*list all residents*):
Mohamed Kassem

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **DEFINITION OF SMOKING.** Smoking refers to any use or possession of a cigar, cigarette, electronic cigarette, hookah, vaporizer, dab pen, jual, bowl, bong, or pipe which can be used to burn, light, vaporize, or ignite a product including, but not limited to, tobacco, marijuana, nicotine salts, THC cartridges, vape liquids, juul pods, oils or any other similar products, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke or vapor from such product.

4. **SMOKING ANYWHERE INSIDE BUILDINGS OF THE COMMUNITY IS STRICTLY PROHIBITED.** All forms of smoking or possession of smoking products is strictly prohibited inside any dwelling, building, or interior of any portion of the Community. Any violation of the no-smoking policy is a material and substantial violation of this Addendum and the Lease Contract.

The prohibition on use of any burning, lighted, vaporized, or ignited products or smoking extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the Community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, dwellings, club house, exercise or spa facility, tennis courts, all interior areas of the Community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the Community or in the enclosed spaces on the surrounding Community grounds.

5. **SMOKING OUTSIDE BUILDINGS OF THE COMMUNITY.** In the event of such specially marked areas, smoking must be at least 1000 feet from the building in the Community, including administrative office buildings. If the previous field is not completed (and smoking is permitted outside of buildings as provided herein), smoking is only permitted at least 25 feet from the buildings in the Community, including administrative office buildings. The smoking-permissible areas are marked by signage. The distance referenced above applies on development grounds **and** may apply even if you are on public property to the extent that your and/or your guest's conduct interferes with other residents' rights to quiet enjoyment of their apartment home and/or the common areas.

Smoking on balconies, patios, and common areas attached to or outside of your dwelling is not permitted.

The following outside areas of the Community may be used for smoking: _____

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the dwellings or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests. We reserve the right to modify or change the designated areas through modification to our community policies upon notification to all residents.

6. **YOUR RESPONSIBILITY FOR DAMAGES AND CLEANING.** You are responsible for payment of all costs and damages to your dwelling, other residents' dwellings, or any other portion of the Community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this Addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease Contract are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of smoke, vapor, or any other by product of the referenced products, which permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling or building is in excess of normal wear and tear in our smoke free Community.

7. **YOUR RESPONSIBILITY FOR LOSS OF RENTAL INCOME AND ECONOMIC DAMAGES REGARDING OTHER RESIDENTS.** You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwellings, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

8. **LEASE CONTRACT TERMINATION FOR VIOLATION OF THIS ADDENDUM.** We have the right to terminate your Lease Contract or right of occupancy of the dwelling for any violation of this No-Smoking Addendum. Violation of this addendum is a material and substantial default or violation of the Lease Contract. Despite the termination of the Lease Contract or your occupancy, you will remain liable for rent through the end of the Lease Contract term or the date on which the dwelling is re-rented to a new occupant, whichever comes first. Therefore, you may be responsible for payment of rent after you vacate the leased premises even though you are no longer living in the dwelling.

9. **EXTENT OF YOUR LIABILITY FOR LOSSES DUE TO SMOKING.** Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Contract or any other addendum.

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10. **YOUR RESPONSIBILITY FOR CONDUCT OF OCCUPANTS, FAMILY MEMBERS, AND GUESTS.** You are responsible for communicating this community's no-smoking policy and for ensuring compliance with this Addendum by your occupants, family, guests, and invitees.

11. **THERE IS NO WARRANTY OF A SMOKE FREE ENVIRONMENT.** Although we prohibit smoking in all interior parts of the Community, there is no warranty or guaranty of any kind that your dwelling or the Community is and/or will be smoke free. Smoking in certain limited outside areas may be allowed as provided above, and certain areas may be in close proximity that are not under our control. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are able and/or obligated to investigate and act, and you must thereafter cooperate with us in the prosecution of such violations.

    This is an important and binding legal document. By signing this Addendum you are agreeing to follow our no-smoking policy and you are acknowledging that a violation could lead to termination of your Lease Contract or right to continue living in the dwelling. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this Addendum.

12. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(Sign here)

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GREEN LEASE ADDENDUM

In this document, the terms "you" and "your" refer to all residents signing below; the terms "we," "us," and "our" refer to the owner named in the Lease Contract (not to the property manager or anyone else).

1. **ADDENDUM.** This Green Lease Addendum supplements the Lease Contract (the "Lease") beginning 09/07/2024 between Lenox Farms ("Owner") and Mohamed Kassem ("Residents") (list all original residents named in paragraph 1 of the Lease) for residential unit No. 905 located at 550 Liberty Street in Braintree, MA, the ("Premises"). By signing below, you acknowledge and agree that you have read, understand, and agree to comply with the provisions of this Addendum.

2. **GREEN LEASE.** We believe that responsible use of our natural resources is a responsibility we all share. In support of our commitment to promoting a "green community," we request the cooperation of each resident in a wide-range of sustainability and energy conservation initiatives and programs. You agree to support our efforts, and ensure that all household members and guests will comply with all sustainability and energy conservation practices and guidelines applicable to the Premises and as described herein.

3. **WATER**: Water leaks not only waste water and cost money, but can also cause damage to the community. We make every effort to identify and fix known leaks, but your assistance is critical in identifying leaks within your apartment. Please notify property management if you find a leak in your home in accordance with your obligations outlined in the lease agreement. In some instances, we will be installing technology that may help in water leak identification, but even with this technology we request your continued diligence in notifying property management.

4. **ENERGY**: Energy is the combination of gas and electric consumption. Depending on your community the use of gas and electric can vary by building type and region. Where possible we have installed energy efficient appliances and fixtures, and programmable thermostats. The use of the appliances, lights, air conditioner, and heat within your apartment home will impact our community's environmental footprint. Please be aware and conscientious of the impact you have through your use of these modern conveniences.

5. **SUSTAINABLE MEASURES.**
We appreciate your willingness to cooperate with us in implementing any upgrades to the community or the Premises to reduce the environmental impact of our community, including, providing access to the Premises to make such upgrades as needed

You acknowledge Owner has the right to install meters at any time to facilitate the monitoring of utility usage at our community, and to use data obtained from such meters for internal analysis and benchmarking and to communicate aggregated consumption data for reporting environmental performance of the community.

6. **RECYCLING.** You should be aware of all recycling, composting and waste sorting practices, if any, at your community. Some of these are instituted as required by local ordinances and some in accordance with our community specific policies.

7. **AMENITIES AND COMMON AREAS.** Please note any rules regarding the use of outdoor common spaces, community gardens, and landscaped areas. We make every effort to procure low carbon energy, where possible, to be consumed at the community.

I have read, understand and agree to comply with the preceding provisions: *[All residents must sign here]*

Resident Signature	Date	Resident Signature	Date	Resident Signature	Date
Resident Signature	Date	Resident Signature	Date	**Owner Representative**	**Date**

HEAD OF HOUSEHOLD
Mohamed Kassem
SIGNED 6/23/2024 AT 5:28PM EDT

LEASE SIGNER UDR
K Nicholson
SIGNED 6/30/2024 AT 12:26PM EDT

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SMART HOME ADDENDUM

This SMART HOME Addendum ("Addendum") is incorporated into the Lease beginning 09/07/2024 between Lenox Farms ("Owner" or "we" or "us") and Mohamed Kassem ("Resident(s)" or "you"), with respect to the rental of residential unit No. 905 (the "Premises"), which is located at 550 Liberty Street, Braintree, MA 02184, and is in addition to the terms and conditions of the Lease. All terms used in this Addendum shall have the same meaning as in the Lease, unless otherwise specifically noted. To the extent that the terms of this Addendum conflict with those of the Lease, the terms of this Addendum shall control. The term "our" refers to Owner, and the term "your" refers to Resident(s).

1. **Smart Home.** Subject to Owner's right to cancel or modify this Addendum at any time, Owner is providing the services and equipment listed below (hereinafter, referred to collectively as the "**Smart Home Equipment**").

   - Smart Thermostat
   - Smart Door Lock
   - Smart Water Sensors (2)
   - Smart Plug
   - Smart Hub

2. **Software and Mobile Applications.** Some features of Smart Home Equipment may be used only by downloading and using the **Smart Rent** mobile application available for smartphones and tablets via the Apple App Store for iOS devices and the Google Play Store for Android devices (the "**Mobile App**" and together with the Smart Home Equipment, the "Smart Home"). Your use of the Mobile App is subject to all terms and conditions of the license agreement for the Mobile App. More information regarding the terms and conditions of the license agreement may be found on the corresponding Mobile App websites. You acknowledge and agree that the Mobile App and the Mobile App websites are not owned, controlled or managed by Owner. You understand that the Smart Home is not supervised, inspected, patrolled, or monitored in any way.

3. **Equipment Damage and Replacement.** You understand that use of the Smart Home features may involve installation of certain equipment in the Premises, and or providing certain equipment to you. If you remove, lose, damage, or destroy any of the Smart Home Equipment, you will be responsible for the full replacement and/or repair cost of such Smart Home Equipment, plus any applicable installation fees. You agree not to unplug or otherwise remove or tamper with the Smart Home Equipment, including the Smart Hub. You acknowledge and agree that unplugging the Smart Hub will compromise the Smart Home Equipment's connectivity, functionality and performance. In addition to any costs associated with the repair or replacement of damaged or lost Smart Home Equipment, You also agree to reimburse Owner any costs incurred to plug in and reconnect Smart Home Equipment that has been unplugged or removed by You. Further, in the event that a third-party service provider or vendor assists in installing or activating the Smart Home Equipment and charges a fee for cancelling, rescheduling, or missing an appointment, then you are liable for the full amount of the fee. All Smart Home Equipment used in connection with Smart Home must be approved and/or installed by Owner's maintenance employees or approved vendors. When you move in, we will supply batteries for your Smart Lock.; after that, you will replace the batteries at your expense. You agree that you are responsible for monitoring the Smart Lock's battery life which can be monitored via email or text message notifications from Smart Rent. You agree that if you become locked out of your apartment after our normal business hours due to battery failure and require after hours service from us, you may be charged our actual costs for the service of our after-hours technician granting you access to your apartment.

4. **Severability.** If any provision of this Addendum is declared or found to be illegal, unenforceable, or void, in whole or in part, then the parties shall be relieved of all obligations arising under such provision, but only to the extent that it is illegal, unenforceable, or void, it being the intent and agreement of the parties that this Addendum shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefor another provision that is legal and enforceable and achieves the same objectives.

5. **ENTIRE AGREEMENT.** This Addendum sets for the entire agreement between the parties with respect to all matters set forth herein. There have been no additional oral or written representations or agreements. No modifications of this Addendum shall be allowed unless in writing

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and signed by the Residents and the Owner. Except as herein modified or amended, the provisions, conditions and terms of the Lease shall remain unchanged and in full force and effect. In the case of any inconsistency between the provisions of the lease and this Addendum, the provisions of this Addendum shall govern and control.

6. **Binding Agreement.** The parties acknowledge and agree that this Addendum shall be binding upon their heirs, legal representatives, successors and assigns.

I have read, understand and agree to comply with the preceding provisions: *[All residents must sign here]*

Resident Signature	Date	Resident Signature	Date	Resident Signature	Date
Resident Signature	Date	Resident Signature	Date	**Owner Representative**	**Date**

HEAD OF HOUSEHOLD
Mohamed Kassem
SIGNED 8/22/2024 AT 5:28PM EDT

LEASE SIGNER \UDR
K Nicholson
SIGNED 8/30/2024 AT 12:26PM EDT

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Rhino Security Deposit Replacement Addendum

This Rhino Security Deposit Replacement Addendum ("Addendum") is incorporated into the Lease dated 09/07/2024 between Lenox Farms ("Owner" or "we" or "us" or "our") and Mohamed Kassem *(list all Residents)* ("Resident(s)" or "you" or "your"), with respect to the rental of residential unit No. 905, which is within the multi-family residential Community whose leasing office is located at 550 Liberty St, Braintree, MA 02184-7373, and is in addition to the terms and conditions of the Lease. All terms used in this Addendum shall have the same meaning as in the Lease, unless otherwise specifically noted. To the extent that the terms of this Addendum conflict with those of the Lease, the terms of this Addendum shall control.

RHINO POLICY. This Addendum applies to Resident(s) that purchased a security deposit replacement policy with Rhino ("Rhino Policy") in lieu of paying us the security deposit required under the Lease. The Rhino Policy is subject to our review to ensure that the Rhino Policy meets the required coverage limits. Your Rhino Policy is governed by the terms and conditions of the agreement between you and Rhino, and Owner is not a party to the agreement between you and Rhino.

Maintaining Required Coverage
If you have chosen to purchase a Rhino Policy, you agree to maintain and provide proof that your Rhino Policy remains active and in good standing through your entire residency with us, including the duration of your initial lease term, any additional lease renewal terms and any lease terms that converts to a month to month tenancy. Should you fail to maintain an active Rhino Policy as required under this Addendum, upon our written demand therefor, you agree to immediately provide a security deposit in the amount set forth in our written demand, not to exceed the maximum security deposit permitted by applicable law, to be held by us as your required security deposit under the Lease.

Failure to maintain an active Rhino Policy or security deposit required under the Lease is a default under the Lease entitling us to all remedies under the Lease for your default.

Notwithstanding anything to the contrary in the Lease, you acknowledge that should you opt to purchase and Landlord accept your Rhino Policy, Landlord will not hold a security deposit on your behalf. Any amounts paid as a security deposit by you will be applied to rent under the Lease.

Move Out Charges
After you move out, you agree that we may file a claim with Rhino for any unpaid amounts due and owing under the Lease. You understand and agree that Rhino may satisfy our claim and may pay us all or some of the amounts owed to us by you and Rhino may seek reimbursement from you of any amounts paid to us under the Rhino Policy in accordance with your agreement with Rhino. You hereby waive and release Owner from any and all claims you may have arising out of the Rhino Policy and your agreement with Rhino.

ENTIRE AGREEMENT. This Addendum sets forth the entire agreement between the parties with respect to all matters set forth herein. There have been no additional oral or written representations or agreements. No modifications of this Addendum shall be allowed unless in writing and signed by the Residents and the Owner. Except as herein modified or amended, the provisions, conditions and terms of the Lease shall remain unchanged and in full force and effect. In the case of any inconsistency between the provisions of the Lease and this Addendum, the provisions of this Addendum shall govern and control.

BINDING AGREEMENT. The parties acknowledge and agree that this Addendum shall be binding upon their heirs, legal representatives, successors and assigns.

I have read, understand and agree to comply with the preceding provisions: *[All residents must sign here]*

Resident Signature	Date	Resident Signature	Date	Resident Signature	Date
Resident Signature	Date	Resident Signature	Date	**Owner Representative**	**Date**

HEAD OF HOUSEHOLD
Mohamed Kassem
SIGNED 8/22/2024 AT 5:28PM EDT

LEASE SIGNER UOR
K Nicholson
SIGNED 8/30/2024 AT 12:26PM EDT

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ANIMAL ATTESTATION ADDENDUM

This ANIMAL ATTESTATION Addendum ("Addendum") is incorporated into the Lease beginning 09/07/2024 between Lenox Farms ("Owner" or "we" or "us") and Mohamed Kassem ("Resident(s)" or "you"), with respect to the rental of residential unit No. 905 (the "Premises"), which is located at 550 Liberty Street, Braintree, MA 02184, and is in addition to the terms and conditions of the Lease. All terms used in this Addendum shall have the same meaning as in the Lease, unless otherwise specifically noted. To the extent that the terms of this Addendum conflict with those of the Lease, the terms of this Addendum shall control. The term "our" refers to Owner, and the term "your" refers to Resident(s).

1. **Animal Attestation.** You will disclose if you have a pet or animal of any size or kind that will reside in your home at any time during your residency, including renewal leases and leases that convert to a month-to-month tenancy. You agree that prior written permission from us is required to keep a pet or animal of any size or kind, in your home during your tenancy. If we grant permission, you must sign an animal addendum and pay additional monthly rent and/or an animal deposit or a non-refundable animal fee in compliance with your Lease and applicable law. These amounts will be outlined in the animal addendum. You understand and agree that NO pet or animal sitting or visitation (for any length of time and inside or outside your rental unit) is allowed during your tenancy unless you have prior written permission from us. Unless you have signed an animal addendum, you hereby affirm that you will not keep an animal in your home during your tenancy except in compliance with the Lease and this Addendum.

2. **Pet Rent For Unauthorized Animals.** Should we discover an animal is residing within your home during your tenancy without our prior written consent, or should you disclose that you have an animal(s) that will reside in your home, you agree to pay additional monthly pet rent per animal, in an amount equal to $85.00 per month, effective the date which we provide you with notice of our discovery of the animal residing in your home. You further agree to sign an animal addendum at our request; however, should you fail to sign an animal addendum at our request, the monthly pet rent will continue to be charged and is due with rent on the 1st of every month.

3. **Severability.** If any provision of this Addendum is declared or found to be illegal, unenforceable, or void, in whole or in part, then the parties shall be relieved of all obligations arising under such provision, but only to the extent that it is illegal, unenforceable, or void, it being the intent and agreement of the parties that this Addendum shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefor another provision that is legal and enforceable and achieves the same objectives.

4. **Entire Agreement.** This Addendum sets for the entire agreement between the parties with respect to all matters set forth herein. There have been no additional oral or written representations or agreements. No modifications of this Addendum shall be allowed unless in writing and signed by the Residents and the Owner. Except as herein modified or amended, the provisions, conditions and terms of the Lease shall remain unchanged and in full force and effect. In the case of any inconsistency between the provisions of the lease and this Addendum, the provisions of this Addendum shall govern and control.

5. **Binding Agreement.** The parties acknowledge and agree that this Addendum shall be binding upon their heirs, legal representatives, successors and assigns.

I have read, understand and agree to comply with the preceding provisions: *[All residents must sign here]*

Resident Signature	Date	Resident Signature	Date	Resident Signature	Date
Resident Signature	Date	Resident Signature	Date	Resident Signature	Date

HEAD OF HOUSEHOLD
Mohamed Kassem
SIGNED 8/22/2024 AT 5:29PM EDT

LEASE SIGNER UDR
K Nicholson
SIGNED 8/30/2024 AT 12:26PM EDT

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EXHIBIT B

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COMMONWEALTH OF MASSACHUSETTS

HOUSING COURT – METRO SOUTH DIVISION

DOCKET NO.: 24H82SP03575

MOTION TO INTERVENE

Filed By: Sandra Frommer

550 Liberty st unit 905

Braintree, MA, 02184

INTRODUCTION

Now comes the Proposed Intervenor, **Sandra F.**, and respectfully moves this Honorable Court to allow intervention in the above-referenced matter pursuant to **Massachusetts Rule of Civil Procedure 24(a)**. This motion is brought to protect my housing rights, address false accusations made against me, and ensure that this case is adjudicated fairly and lawfully with all necessary parties included.

The current case is procedurally and substantively defective, as it excludes me a directly affected party, my minor son who is not taken in consideration and is based on false, retaliatory and malicious claims made by Defendant **Mohamed Kassem**, in coordination with Plaintiff **Lenox Farm**. These actions, including the issuance of a retaliatory No-Trespass Order and refusal to accept rent payments, add the minor and myself as spoken and agreed by Ryan

4. 18.25; After hearing where the intervenor was unable to provide any evidence of a tenancy with the Plaintiff, including the lack of a signed lease, evidence of payment of rent and/or written communication from the Plaintiff denying a tenancy, the motion is DENIED. The Magistrate agreed.

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Conefrey (district Manager of Lenox Farms) are part of a broader campaign of retaliation aimed at destroying my family's stability and well-being.

For the reasons outlined below, I also respectfully request this Court to **dismiss the current case** for procedural defects and require Lenox Farm to **refile the matter properly**, ensuring my inclusion as a necessary party.

FACTUAL BACKGROUND

1. My Involvement with the Unit and Lenox Farm

- I began residing in the unit at Lenox Farm in November. Although I was not residing in September and October due to still residing in my old property , I proactively communicated with Lenox Farm management about my status, tenancy, and plans to add myself and my minor son to the lease once and if we moved to the property.
- I informed Lenox Farm of my temporary absence, provided my criminal background, eviction history, and passport voluntarily as an act of transparency, and ensured the building had my information on file, even though they did not explicitly request it. Fully being transparent and in constant weekly contact.

2. Issues with the Unit and Retaliation

- Mold and leaks have been persistent issues in the unit since the first month of the lease and others issues that I will bring to this court.
- Lenox Farm failed to remediate these problems despite my repeated complaints. After moving into Unit 905, mold issues were still unresolved, which is especially concerning as my son has a documented severe allergy to mold, verified by doctors and medical tests.

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- My son's medical needs make the unit's condition a serious health hazard. This information was well-known to Mohamed Kassem, as I had previously discussed it with him years ago during another mold-related issue.

3. Communications with Ryan Conofrey

- I personally initiated and requested contact with **Ryan Conofrey**, the district manager for Lenox Farm, to address the unresolved issues in the unit. I informed Mohamed via message that I intended to contact Ryan, as Mohamed himself seemed unaware of who Ryan was.
- After I spoke with Ryan, he informed me that he had also spoken with Mohamed. Ryan stated that Mohamed agreed to add me to the lease and promised to send me a link to complete the process, he promised to resolve the issues in the unit and requested for me to pay November rent (Mohamed's Obligation) before Monday in order not to file an eviction (due to withholding rent for the month of October due to issues in the unit). Which we agreed.

However, shortly after this, communication from Lenox Farm ceased, and a **No-Trespass Order** was issued against me instead.

4. Contradictions in Plaintiff's Claims

- Defendant Mohamed Kassem claims to have hired attorney Jeremy in December specifically for this matter. However, this is false, as Mohamed has worked with Jeremy for years on unrelated cases involving his unlawful subletting of apartments through Airbnb and Vrbo , using **false city registration licenses** to mislead renters and property owners to represent him in evictions.

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- In fact, Mohamed provided me with attorney Jeremy's contact information years ago during another related issue in my previous unit. I have emails from Jeremy as evidence, proving that both he and Mohamed were aware of my identity and my son's medical condition.
- Despite this knowledge, neither Mohamed nor Jeremy contacted me directly regarding the allegations in this case. If Mohamed genuinely believed I was using his name without authorization, the proper and expected course of action would have been for Jeremy to contact me. Instead, they bypassed me entirely and went directly to Lenox Farm with defamatory statements, leading to retaliatory actions against me and my family, as they state in this court case.

5. Connection to VFC (business partnership of Mohamed Kassem and Dany Abouelkhier) and Broader Retaliation

- Defendant Mohamed Kassem's actions in this case are part of a broader campaign of retaliation against my family.
- In Suffolk Superior Court, Mohamed and his associates filed false affidavits to unlawfully remove **Danny Abouelkhier,** the rightful founder and manager of **Virtual Fulfillment Center, LLC (VFC),** from his business. These affidavits, signed under penalty of perjury, misrepresented Danny's role and ownership. Lawsuit filed by Danny Abouelkhier around the same time of Mohamed and Lenox farm actions (November 2024). Including hiring an attorney specifically to remove Danny Abouelkhier from his founding, ownership and managerial role in VFC illegally.
- The retaliatory actions in this housing case align with the timing of the VFC case, showing a coordinated effort to harm my family financially and emotionally.

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6. Impact on My Son

- My minor son, who is homeschooled, has suffered severe health consequences due to Lenox Farm's refusal to address hazardous conditions in the unit.
- Defendant Mohamed Kassem and Lenox Farm's coordinated actions have placed my son's health and stability at risk, constituting **child endangerment under Massachusetts law.**

LEGAL ARGUMENTS FOR INTERVENTION

1. Direct Interest in the Case

Under **Massachusetts Rule of Civil Procedure 24(a)**, intervention is appropriate where the movant demonstrates a direct interest in the subject matter of the case. My tenancy, housing stability, and my minor son's health and well-being are directly impacted by the actions of Defendant Mohamed Kassem and Lenox Farm in this matter.

2. Procedural Defects in the Current Case

The exclusion of Sandra F. as a party renders this case procedurally defective. My direct involvement with the unit and my communication with both Lenox Farm and Defendant demonstrate that I am an essential party to this matter.

3. Retaliation and Bad Faith Actions

The actions of Plaintiff and Lenox Farm represent unlawful retaliation under **M.G.L. Chapter 186, §18.** Their coordinated efforts to harm my family financially and emotionally are evident in

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the timeline of events, including the issuance of the No-Trespass Order and refusal to accept rent payments.

4. Child Endangerment

Lenox Farm's refusal to address hazardous conditions in the unit, combined with Defendant's interference, has placed my son's health and safety at risk. These actions constitute **child endangerment under M.G.L. Chapter 265, §13J** and require immediate accountability.

REQUEST FOR RELIEF

I respectfully request this Honorable Court to:

1. **Grant my motion to intervene** in this case as a necessary party.
2. **Dismiss the current case** for procedural defects, as it fails to include all relevant parties, including myself.
3. Require Lenox Farm to **refile the case properly**, ensuring all relevant parties are included and given due process.
4. Issue an **order for emergency discovery** of all communications, letters, and emails exchanged between Defendant Mohamed Kassem, attorney Jeremy, and Lenox Farm between **October 31st and December 31st**, to uncover the full extent of their coordinated actions.

CONCLUSION

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This case is not merely a housing dispute it is part of a broader campaign of retaliation and harm orchestrated by Defendant Mohamed Kassem and facilitated by Lenox Farm. Their actions have endangered my family, violated my rights, and undermined the integrity of this Court's proceedings.

I respectfully urge this Court to grant my Motion to Intervene, dismiss the defective case, and require Lenox Farm to refile it with all necessary parties included.

Respectfully submitted,

Sandra Frommer

550 Liberty st unit 905

Braintree, MA 02184

CERTIFICATE OF SERVICE

I certify that a copy of this Motion to Intervene was send via email upon all parties on **01.24.2025 and a certified mail will be sent tomorrow.**

Sandra Frommer

550 Liberty St. Unit 905

Braintree, MA 02184

sandrafrommer@gmail.com

(617) 806-6566

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COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS. HOUSING COURT DEPARTMENT

METRO SOUTH DIVISION

DOCKET No. 24H82SP03575

LENOX FARMS LIMITED PARTNERSHIP,

Plaintiff,

v.

MOHAMED KASSEM, DANY ABOUELKHIER,

Defendants.

RENEWED MOTION TO INTERVENE AND MOTION TO REMOVE NO-TRESPASS ORDER WITH REQUEST FOR PROTECTIVE ORDER BY SANDRA FROMMER ON BEHALF OF HERSELF AND HER MINOR SON

NOW COMES Sandra Frommer, pro se, and respectfully renews her request to intervene in the above-captioned matter on behalf of herself and her minor child, pursuant to **Mass. R. Civ. P. 24** and Housing Court equity powers, and further moves this Honorable Court to:

1. REMOVE the retaliatory No-Trespass Order issued by Plaintiff in November 2024;

2. ENTER a Protective Order barring Plaintiff and Co-Defendant Mohamed Kassem from continuing retaliatory conduct against Ms. Frommer and her child; and

3. RECOGNIZE Ms. Frommer's lawful interest and factual status as co-occupant and caretaker of the unit subject to this Summary Process action.

6/9/25 - Denied in Lenox, See 7/15/25 order on renewed motion to intervene.

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EXHIBIT C

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COMMONWEALTH OF MASSACHUSETTS

NORFOLK, SS. METRO SOUTH HOUSING COURT
DEPARTMENT OF THE TRIAL COURT
CANTON SESSION

* * * * * * * * * * * * * * * * * * *
LENOX FARMS LIMITED PARTNERSHIP,
Plaintiff,
vs.
MOHAMED KASSEM, et al.,
Defendants
* Docket No. 24H82SP03575
* * * * * * * * * * * * * * * * * * *

BEFORE THE HONORABLE NEIL K. SHERRING

APPEARANCES:

For the Plaintiff:
Scolnick, Laverty and Gouveia, LLP
25 Braintree Hill Office Park
Suite 205
Braintree, Massachusetts 02184
By: Lisa M. Gouveia, Esq.

For the Defendant Mohamed Kassem:
Law Offices of Grant B. Hecht, LLC
1443 Beacon Street
Brookline, Massachusetts 02446
By: Grant B. Hecht, Esq.

Defendant Danny Abouelkhier, Pro Se

Canton, Massachusetts
October 29, 2025

Lisa Cimmino, CET
Approved Court Transcriber

(Court called to order.)

(9:39 a.m.)

THE CLERK: All right. We're now on the record with 24SP3575, Lenox Farms Limited Partnership vs. Mohamed Kassem and Danny Abouelkhier. This is on for Plaintiff's Motion to Order Defendants to Post Use and Occupancy, and it's also on for the Motion to Stay Proceedings Pending Appeal filed by Danny Abouelkhier.

THE COURT: All right. Thank you, Mr. Maguire. And if counsel and the parties could please state their names for the record, starting with the plaintiff.

MS. GOUVEIA: Good morning again, Your Honor. Lisa Gouveia, attorney for the plaintiff.

THE COURT: And good morning again, Attorney Gouveia. And counsel for the defendant, Mohamed Kassem.

MR. HECHT: Good morning, Your Honor. Grant Hecht for Defendant Mohamed Kassem.

THE COURT: And good morning to you, counsel. And the defendant, Danny Abouelkhier.

MR. ABOUELKHIER: Good morning, Your Honor. Danny Abouelkhier, pro se.

THE COURT: All right. Good morning to you.

MR. ABOUELKHIER: Defendant.

THE COURT: And, Mr. Maguire, could you please swear the defendant in.

THE CLERK: Can you please raise your right hand.

DANNY ABOUELKHIER, Sworn

MR. ABOUELKHIER: I do.

THE CLERK: Thank you.

THE COURT: All right. So I'm going to first address the Motion to Stay the Proceedings Pending Appeal. Was such a motion, counsel, filed in front of the Appeals Court, and to your understanding, who filed it?

MR. HECHT: I believe such motion was filed before the Appellate Court. It was not my client. I believe it was --

THE COURT: Okay.

MR. HECHT: -- the defendant, and I believe the Appellate Court denied it, stating, and this is off memory, Your Honor, that there was, like, a four-standard test, one of them being a likelihood of success on the merits, the harm and everything, and they found no likelihood of success on the merits, and they denied it -- I think they denied it twice, if I'm not mistaken. They said this --

MS. GOUVEIA: I believe that's correct.

MR. HECHT: -- this is the same motion you filed before, we're denying it again.

THE COURT: Okay. All right. Thank you. So can you tell me, Mr. Abouelkhier, why I should stay these proceedings when the Appeals Court has already denied your request to stay the proceedings?

MR. ABOUELKHIER: Well, I did not file that myself. It was Sandra for her -- for the decision of her not being intervened --

THE COURT: Oh.

MR. ABOUELKHIER: -- and that's first of all. Second of all, she still -- she will apply for the -- to re-appeal it again, meaning, like, to re-file it again to put exactly the merits that -- the points that were needed --

THE COURT: So tell me --

MR. ABOUELKHIER: -- as she is a pro-se as well.

THE COURT: -- about your motion.

MR. ABOUELKHIER: Yes. So my motion is because I think the whole case was based on unauthorized occupancy, and the co-defendant and the plaintiff --

THE COURT: Well, it's two things. It's unauthorized occupancy and also failure to pay use and occupancy following receipt of the notice, right? Those are the two things before the Court --

MR. ABOUELKHIER: I understand. So --

THE COURT: -- I believe. Is that correct, Attorney Gouveia?

MS. GOUVEIA: Yes, Your Honor.

THE COURT: All right. So what --

MR. ABOUELKHIER: Well, the whole -- the basis of the case was based on unauthorized occupancy, and when it was

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filed, it was only filed for possession. There was no -- it was not filed for any monetary payments, not for non-payment of rent. It was only regarding a possession.

THE COURT: So are you --

MR. ABOUELKHIER: It's a summary -- it was a summary judgment.

THE COURT: So is it your position that because it was filed for unauthorized occupancy, you get to stay without paying?

MR. ABOUELKHIER: No, so -- well, regarding that motion for use and occupancy, I preserve my right to put it in writing, as I'm not good at speaking. I don't want to put myself in -- say something today I cannot, like, (indiscernible at 9:43:31) or prejudice myself, so I, like, I put a statement together so I could read it to the Court, because I'm not well at speaking.

THE COURT: Well, is your statement included in your motion?

MR. ABOUELKHIER: No, it's a statement I wanted to read to the Court to explain my position --

THE COURT: Okay, you can read it --

MR. ABOUELKHIER: -- regarding the motion, if --

THE COURT: -- yeah. I mean, your motion is --

MR. ABOUELKHIER: Can I read it out?

THE COURT: -- ten pages, so I figured it would be in

there, but --

MR. ABOUELKHIER: No, it's -- well, it's something I wanted to be -- so I can be prepared.

THE COURT: Okay.

MR. HECHT: Your Honor, if I may, is this for the use and occupancy hearing or --

THE COURT: No, it's for the --

MR. ABOUELKHIER: No, this is regarding the Motion to Stay.

THE COURT: -- motion to stay -- excuse me.

MR. HECHT: Okay.

THE COURT: Excuse me.

MR. ABOUELKHIER: Yes.

THE COURT: The question was to me, not to you.

MR. ABOUELKHIER: I apologize.

THE COURT: It's for the Motion to Stay --

MR. HECHT: Okay.

THE COURT: -- Proceedings Pending Appeal. All right. All right, you may proceed, Mr. Abouelkhier.

MR. ABOUELKHIER: Thank you, Your Honor. Apologize again. So the Massachusetts Appeals Court presently has jurisdiction over Frommer dvs. Lenox Farms Partnership, which squarely concerns who lawfully (indiscernible at 9:44:27) controls the subject premises. That question who is in -- who is the person in possession defines the limits of this

court's authority under GLC 239, Section 1. The landlord itself alleges that Ms. Frommer resides in the unit, yet refuses to join her -- join or serve her. A summary process action may proceed only between the person entitled to possession and the person in possession.

THE COURT: So, Mr. Abouelkhier, you're asking me to stay the proceedings, right?

MR. ABOUELKHIER: Correct.

THE COURT: And you've already told me you're not a lawyer.

MR. ABOUELKHIER: Correct.

THE COURT: Right? So under Massachusetts law, are you aware that it's a crime to act as a lawyer?

MR. ABOUELKHIER: I didn't know that. I'm not acting as a lawyer.

THE COURT: Okay. But you're advocating for someone else, aren't you?

MR. ABOUELKHIER: I see.

THE COURT: That's what a lawyer does. The lawyer advocates for the client.

MR. ABOUELKHIER: Okay, understood.

THE COURT: So you can't do that.

MR. ABOUELKHIER: Okay.

THE COURT: If you want to tell me why these proceedings need to be stayed from your perspective, I'll hear from you,

but I'm not going to be able --

MR. ABOUELKHIER: Okay.

THE COURT: -- to allow you to advocate for someone else.

MR. ABOUELKHIER: I understand.

THE COURT: Is that clear?

MR. ABOUELKHIER: Clear, very clear.

THE COURT: All right. I don't want to put you in that position.

MR. ABOUELKHIER: Thank you, Your Honor.

THE COURT: All right. Thank you.

MR. ABOUELKHIER: Thank you.

THE COURT: So you can continue.

MR. ABOUELKHIER: Appreciate that. So my position is, as we said, like, this situation, everybody's saying that Sandra was occupying unlawfully and unauthorized. Everybody's accusing her. Nobody communicated with me regarding the lease. I have no communications with the plaintiff, and all the communication was with her.

So I cannot -- like, she -- we need to find out, like, if the appeals will allow her to be -- like, give her the chance to be -- to interview in this court, she can explain her position and what happened.

THE COURT: Okay.

MR. ABOUELKHIER: I don't have much information --

THE COURT: All right.

MR. ABOUELKHIER: -- because I never talked to the landlord. I was --

THE COURT: Right, but how does that affect you? In other words, the plaintiff has filed a eviction action against you. Do you understand that?

MR. ABOUELKHIER: Correct.

THE COURT: And the plaintiff's claim against you is, one, you violated the lease by allowing a third party -- don't interrupt me -- by allowing a third party to reside at the premises without the authority or consent. That's the claim. That's what the plaintiff has to demonstrate at trial. And the other claim against you is that you haven't paid for your use and occupancy following the termination of your tenancy.

Those are the two claims against you that the trial will address. So if you can explain to me how a third party intervening in the case or not affects those claims against you.

MR. ABOUELKHIER: I believe the claims -- shouldn't be any claims against me, because I never signed the lease. They never communicated with me.

THE COURT: Right.

MR. ABOUELKHIER: When I tried to --

THE COURT: So --

MR. ABOUELKHIER: -- fix the issue --

THE COURT: So, but that's your defense.

MR. ABOUELKHIER: Okay.

THE COURT: That's your defense.

MR. ABOUELKHIER: Correct.

THE COURT: And you're entitled to that defense at trial, hundred percent. You have the absolute right to be heard on a defense at trial. But that's not what this hearing is about. This hearing is to whether or not we need to stop this case until the Appeals Court, who has already denied a Motion to Stay the Proceedings that was filed by the proposed intervenor, from what you tell me, but that's what's before me is whether we should stop this -- these proceedings until the Appeals Court makes a decision on intervention.

And my question to you again is, how does an intervenor coming into this case affect your defense? You're telling me you didn't sign the lease. You're telling me that the plaintiff doesn't have a claim. That's -- whether someone else is a party to the action or not doesn't affect that, does it?

MR. ABOUELKHIER: But if they become a party, the dynamic of the whole case will change, in my belief.

THE COURT: Not the case against you, would it?

MR. ABOUELKHIER: Well, I -- if I never signed the lease, I was never -- never involved in any communication,

and when they refused to communicate with me and saying that I'm not a tenant --

THE COURT: Right. You can still raise that whether there's a party in the case or not.

MR. ABOUELKHIER: Understandable.

THE COURT: All right. But that's the basis of you asking to stay the proceedings.

MR. ABOUELKHIER: No, there's a minor involved. There's harm, that could cause harm. There's pending health violations.

THE COURT: You have a minor child?

MR. ABOUELKHIER: Well, Sandra has a minor child.

THE COURT: And how does that affect you? Is that your child? Is it your child? Is it -- is the child yours?

MR. ABOUELKHIER: It -- yes.

THE COURT: Why do you hesitate?

MR. ABOUELKHIER: I'm just, like, thinking of what should I say, like, in general, like. I'm trying to, like, find a way to, like, answer, like, how can I, ahh, umm, prove, like, my Motion to Stay should be, like, granted.

THE COURT: So --

MR. ABOUELKHIER: I'm just --

THE COURT: -- your test- --

MR. ABOUELKHIER: I just don't want to say something, like, that will put me in a bad position.

THE COURT: Well, no, it's a question based on --

MR. ABOUELKHIER: But I'm not the legal guardian of the child (indiscernible at 9:49:27).

THE COURT: So what is your definition of legal guardian?

MR. ABOUELKHIER: Like, I cannot make decisions of him.

THE COURT: You can what?

MR. ABOUELKHIER: Cannot take decisions on behalf of him.

THE COURT: You cannot --

MR. ABOUELKHIER: Like his mother, yeah. She has the right to do so.

THE COURT: Is this child your biological child?

MR. ABOUELKHIER: Correct, he is.

THE COURT: He's your biological child.

MR. ABOUELKHIER: Yes.

THE COURT: All right. Okay. So you're saying that your biological child and your biological child's mother need to be in the case or need to stay with you in the unit?

MR. ABOUELKHIER: To stay -- to be in the case.

THE COURT: Okay. Are they currently with you in the unit?

MR. ABOUELKHIER: They are in the unit.

THE COURT: Okay. All right. What do you say to that, Attorney Gouveia?

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MS. GOUVEIA: Your Honor, I would say there's no basis to stay the case. This is -- as you indicated, there's a use and occupancy claim in this case. It's a cause eviction. There are no 239 8A defenses or counterclaims allowed here. The fact that she wants to stay in the unit as an unauthorized occupant, this third party that's not part of this case should have no bearing on this case proceeding forward or why use and occupancy has not been paid.

And one very, very clear question that has not been asked, in my opinion, is, does this defendant actually reside in the unit, because I keep hearing him indicating that Ms. Frommer is living there with his minor child, but at no point in time has he indicated that he is living in this unit. And as you recall, this is the issue of the case, who has possession of this unit, who has legal rights to this unit, and at no point in time has he indicated on the record that he actually resides in this unit. He just keeps indicating that Ms. Frommer and his minor child live in this unit.

So that's a question, Your Honor, it can be answered right now. If he no longer has possession and I believe the co-defendant is saying, I'm no longer in possession, not really sure why we're proceeding if they're willing to give up possession on both of their behalfs, and then we can deal with Ms. Frommer separately.

MR. HECHT: We're willing to give up possession.

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THE COURT: What do you say? Are you -- are you willing to give up possession?

MR. ABOUELKHIER: Your Honor, I will preserve my right to answer this in writing.

THE COURT: No, you're going to answer it now under oath. I'm going to ask you the question, do you reside in the unit?

MR. ABOUELKHIER: I would like to write that -- put that in writing, Your Honor. I never object to any --

THE COURT: So I'm going to ask the question again, and I'm going to keep asking that question, and each time I ask the question, I'm going to advise you of your rights. So I would be very careful and listen to what I'm saying. Sir, do you live in the unit?

MR. ABOUELKHIER: I co-reside with Sandra and the minor son.

THE COURT: Define co-reside.

MR. ABOUELKHIER: Like, I spend time there.

THE COURT: Do you receive mail there?

MR. ABOUELKHIER: Yes, I do.

THE COURT: And do you have a key to the unit?

MR. ABOUELKHIER: I do.

THE COURT: So it is your position that you possess the unit. Is that correct?

MR. ABOUELKHIER: Well, what do you mean by possess the

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unit?

THE COURT: Well, are you willing to give the key, and remove all your belongings from the unit, to the plaintiff?

MR. ABOUELKHIER: The main key is with Sandra.

THE COURT: So you don't have a key to the unit?

MR. ABOUELKHIER: I have access to the garage.

THE COURT: So my question then is, do you have -- would you be willing to represent to the Court and to the attorneys here that you no longer have possession of the unit and you are giving possession to the plaintiff? It's a yes or no.

MR. ABOUELKHIER: Can you repeat that question again, Your Honor?

THE COURT: I can. Are you willing to represent to the Court and to the attorneys that you no longer have possession of the unit and you're willing to give the plaintiff possession of the unit?

MR. ABOUELKHIER: Can you repeat the -- I'm so sorry, Your Honor, I'm just like --

THE COURT: Okay.

MR. ABOUELKHIER: -- all over the place.

THE COURT: The plaintiff is looking for possession against you, right. The co-defendant, Mohamed Kassem, is representing, through his attorney, that possession is being given to the plaintiff by his client, meaning that there's no

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longer a need to have a trial on possession, because his client is giving it to the plaintiff. That leaves you.

You've just testified to me that you don't have a key and that you have access to the garage, and so the only issue before the Court against you at the moment, because there is a money-damage claim, but you understood in the beginning that possession is something that the plaintiff is looking for against you.

And if you're saying to me that you don't have a key and that you are there from time to time, are you willing to give possession to the plaintiff as to you? Not to anyone else. You can only speak for yourself.

MR. ABOUELKHIER: I'm not going to be able to give possession.

THE COURT: Okay. All right. So, counsel, do you have any questions for the defendant?

MS. GOUVEIA: I do.

THE COURT: You may proceed.

MS. GOUVEIA: So, sir, you indicated that you're not willing to give possession of the apartment to the landlord today, correct?

MR. ABOUELKHIER: Correct.

MS. GOUVEIA: Okay. Do you have any personal belongings in the apartment?

MR. ABOUELKHIER: I do.

MS. GOUVEIA: I'm sorry, I didn't hear you?

MR. ABOUELKHIER: I do.

MS. GOUVEIA: You do. Are you aware how much the monthly rent is for the apartment?

MR. ABOUELKHIER: No, I'm not.

MS. GOUVEIA: No. How much monthly rent did you think you were going to pay when you moved in?

MR. ABOUELKHIER: I was not -- I never signed the lease, so I was not planning to pay any rent. There's a separate issue regarding the rent between Sandra and Mohamed Kassem.

MS. GOUVEIA: Isn't it true that you tendered a payment to the landlord for one month's worth of rent?

MR. ABOUELKHIER: I did it on behalf of Sandra.

MS. GOUVEIA: It was in your own name --

MR. ABOUELKHIER: And it was not a full rent payment.

MS. GOUVEIA: That payment was in your own name, wasn't it?

MR. ABOUELKHIER: It came from my bank account.

MS. GOUVEIA: Okay. So you were aware that you owed use and occupancy or rent to the landlord at some point, correct?

MR. ABOUELKHIER: No. Sandra requested me to make a certain payment, and I allowed her to do it.

MS. GOUVEIA: So if you're living in the apartment with Ms. Frommer, why would you think you didn't have to pay

rent?

MR. ABOUELKHIER: Because that issue is between Mohamed Kassem and Sandra, and that's the reason I'm asking Sandra to be involved, because there is a dispute regarding who's paying rent for that unit, and there is a reason for Mohamed Kassem to be -- to sign the lease, and he was liable for the rent due to an agreement between him and Sandra.

MS. GOUVEIA: So you believe that you can live in an apartment and not pay rent?

MR. ABOUELKHIER: With my partner, I can, yes.

MS. GOUVEIA: Then why did you pay rent?

MR. ABOUELKHIER: Because she requested me to pay on her behalf.

MS. GOUVEIA: But you're the tenant in the apartment, correct?

MR. ABOUELKHIER: I'm not the tenant. I never considered a tenant, even when I met Erika after you send the eviction, and I send you an email, you never responded. I asked Erika to -- I went to speak to Erika. She said, I will not talk to you, 'cuz you're not a tenant. So nobody ever said that I was a tenant.

MS. GOUVEIA: So you're not a tenant. Are you a trespasser?

MR. ABOUELKHIER: I'm not a trespasser, no, I'm --

MS. GOUVEIA: Then what --

MR. ABOUELKHIER: -- I'm staying with Sandra.

MS. GOUVEIA: As a guest?

MR. ABOUELKHIER: Yes.

MS. GOUVEIA: Not a tenant?

MR. ABOUELKHIER: I'm not -- I don't consider myself a tenant.

MS. GOUVEIA: No? Your Honor, I would say if he doesn't consider himself a tenant and he considers himself a guest, he doesn't actually reside in that apartment as a tenant. I don't understand why he's standing before the Court indicating he resides in that apartment and he has certain legal rights to which he's not entitled to, as, by his own admission, he is not a tenant.

THE COURT: And you would be free to proceed accordingly --

MS. GOUVEIA: Yes.

THE COURT: -- and file whatever motion you wish to address that, either in this case or a separate action.

MS. GOUVEIA: That is correct, Your Honor.

THE COURT: All right. Duly noted. Counsel, do you have any questions for the defendant?

MR. HECHT: Attorney Gouveia handled it perfectly. I have no questions, Your Honor.

THE COURT: All right. All right. So with respect to the Motion to Stay All Proceedings Pending Appeal, after

hearing and considering the Appeals Court decision as to staying these proceedings, I do not find that the defendant has demonstrated a likelihood of success on the merits.

I also do not find that the defendant has demonstrated any articulable harm, particularly because the defendant has testified and represented to this Court that he does not view himself as a tenant. And on that basis, the motion is denied.

Counsel, I will now hear you on your motion, if you wish to proceed, on your Motion for Use and Occupancy.

MS. GOUVEIA: What I would ask on my Motion for Use and Occupancy, Your Honor, is it possible to continue the date on that Motion for Use and Occupancy? Given the circumstances that have been conveyed this morning, I think it may be rendered not needed in this case, so I'd hate to waste the Court's time on the motion. So perhaps we could get a short continuance of perhaps two to three weeks on the motion?

THE COURT: That motion is allowed, given the testimony, and Mr. Maguire will -- you'll provide notice to counsel and the defendant Mr. Abouelkhier?

THE CLERK: Yes, Your Honor.

THE COURT: All right. All right. Thank you.

MS. GOUVEIA: Thank you.

MR. HECHT: Thank you, Your Honor.

THE CLERK: Thank you very much, everyone. We are now

off --

(Case concluded at 9:59 a.m.)

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Housing - Metro South
Docket Number: 24H82SP03575

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Date Filed: 4/20/2026 3:04 PM
Housing - Metro South
Docket Number: 24H82SP03575

Scolnick Laverty & Gouveia LLP

March 30, 2026

Clerk – Summary Process
Metro South Housing Court
35 Shawmut Road
Canton, MA 02021

VIA EFILE

RE: Lenox Farms Limited Partnership
v.
Kassem, et al.
Docket No: 24SP3575

Dear Sir/Madam:

With respect to the above-referenced matter, enclosed please find Plaintiff's Proposed Trial Exhibits.

Kindly file and docket same.

Thank you for your attention to this matter.

Very truly yours,
SCOLNICK, LAVERTY & GOUVEIA, LLP

/s/ Lisa M. Gouveia
Lisa M. Gouveia, Esq.

Enclosure

cc: Lenox Farms
Grant B. Hecht, Esq. *(via email and first-class mail)*
Danny Abouelkhier *(via email and first-class mail)*

25 Braintree Hill Office Park, Suite 205
Braintree, MA 02184
(781) 843-7700

Date Filed: 4/20/2026 3:04 PM
Housing - Metro South
Docket Number: 24H82SP03575

EXHIBIT A

Date Filed: 4/20/2026 3:04 PM
Housing - Metro South
Docket Number: 4582SC003575
Housing - Metro South
Docket Number: 24H82SP03575

APARTMENT LEASE CONTRACT

Date of Lease Contract: August 21, 2024
(when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

Moving In–General Information

1. PARTIES. This Lease Contract is between *you*, the resident(s) *(list all people over the age of 18 signing the Lease Contract)*:

Mohamed Kassem

and *us*, the owner: Lenox Farms Limited Partnership

(name of apartment community or title holder). You've agreed to rent Apartment No. 905 at 550 Liberty Street *(street address)* in Braintree *(city)*, Massachusetts, 02184 *(zip code)* (the "apartment" or the "premises") for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest or assigns). Written or electronic notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached. Unless otherwise agreed to by both parties in writing, all residents listed shall use the apartment as their primary residence during the term of the Lease.

2. OCCUPANTS. The apartment will be occupied only by you and *(list all other occupants who are under 18 and not required to sign the Lease)*:

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 7 consecutive days without our prior written consent, and no more than twice that many days in any one month. *If the previous space isn't filled in, two days per month is the limit.*

3. LEASE TERM. The initial term of the Lease Contract begins on the 7th day of September 2024, and ends at 11:59 p.m. the 14th day of December 2025.

Renewal. Unless the landlord serves a notice of non-renewal at least thirty (30) days prior to the expiration of the initial term, OR the tenant serves a notice to vacate at least sixty (60) days prior to the expiration of the initial term, this Lease Contract will automatically renew on *(check one)*:

☒ a month-to-month basis ("Extended Term"), terminable upon thirty (30) days written notice as required by paragraph 36 (Move-Out Notice). The monthly rental rate for any Extended Term will be the market rate as indicated in the renewal offer that we provide to you plus a month-to-month premium of 1500.00 which you agree is an appropriate and fair amount given the uncertainty and unpredictability of a month-to-month tenancy. There may not be comps at the community to refer to at that time, it may be general market rate.

☐ successive terms of _____ months ("Extended Term"), unless the landlord serves a notice of non-renewal at least thirty (30) days prior to the expiration of any successive term, OR the tenant serves a notice to vacate at least sixty (60) days prior to the expiration of any successive term. The monthly rental rate for the Extended Term will be the market rate as indicated in the renewal offer that we provide to you for a comparable apartment plus a month-to-month premium of _____.

4. SECURITY DEPOSIT.

☐ **Initial Term.** Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for the apartment is $ 750.00, due on or before the date this Lease Contract is signed.

☐ **Renewal Lease.** If this is a renewal lease, the security deposit collected with your initial lease continues to be held and accounted for pursuant to MGL ch. 186 sec 15B.

If we request the last month's rent from you along with the security deposit, we will comply with the requirements of G.L. c. 186 § 15B (2). See paragraphs 43 (Security Deposit, Deductions and Other Charges) and 44 (Deposit Return, Surrender and Abandonment) for security deposit return information.

5. KEYS. You will be provided 1 apartment key(s), 2 mailbox key(s), _____ FOB(s), and/or 4 other access device(s) for access to the building and amenities at no additional cost at move-in. You agree not to provide any of the aforementioned keys/access devices to your guests and/or invitees, and that the keys/access devices are intended solely for you and your authorized occupants. If the key, FOB, or other access device is lost, is not returned, or is damaged while in your possession, you will be responsible for the costs for the replacement and/or repair of the same.

☐ *(check if applicable)* Each person who is 18 years of age or older AND listed as a resident on the lease will be given a FOB for access to the building and amenities, at no cost to use during his or her tenancy. If the FOB is lost, stolen or damaged a fee will be charged for a replacement. If the FOB is not returned or is returned damaged when you move out, there may be a deduction from the security deposit or damage charge for the replacement and/or repair of same.

6. RENT AND CHARGES. Unless modified by addenda, you will pay $ 4582.00 per month for rent, payable in advance and without demand:

☐ at the on-site manager's office, or
☒ at our online payment site, or
☒ at UDR/Lenox Farms P.O. Box 1639 Madison, TN 37116

Prorated rent of $ 3641.60 is due for the remainder of the partial month of the Lease Term upon execution of this Apartment Lease Contract. Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks and may disable any ability to pay through any on-line portal systems. At our discretion, you hereby authorize us to convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted if the payment/ACH is rejected, does not clear, or is stopped for any reason. If you don't pay all rent on or before thirty (30) days after the first (1st) day of the month, you'll pay a late charge. Your late charge will be *(check one)* ☐ a flat rate of $ _____ or ☒ 10 % of your current monthly rent as stated in paragraph 6 of this Lease Contract. You'll also pay a charge of $ 75.00 for each returned check or rejected electronic payment. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation. Notwithstanding any memo or reference on payments remitted by you, we may, but are

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not required to, apply payments by you to the oldest outstanding amount(s) due on your resident ledger. All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.

7. UTILITIES. We'll pay for the following items, if checked:
☐ gas ☐ electricity ☐ master antenna ☒ trash
☐ cable TV ☐ heat ☐ water
☐ other _____

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities and are responsible for transferring those utilities into your name upon your possession. However, we will pay for all utilities we are required to pay for under Massachusetts law, unless this Lease Contract provides otherwise. You must not allow utilities to be disconnected for any reason - including disconnection for not paying your bills - until the lease term or renewal period ends. Utility providers and cable channels that are provided may be changed during the Lease Contract term. Utilities may be used only for normal household purposes and must not be wasted. You must not misuse, or otherwise excessively use (as determined in our discretion), any electrical outlets or other utilities provided by us in the common areas. If your electricity is ever interrupted, you must use only battery-powered lighting. If water/sewer utilities are sub-metered for the apartment, we will attach an addendum to this Lease Contract in compliance with state rules and if applicable, city ordinances. If you fail to remit payment for utilities we may, but are not required to, pay for said utilities and charge you accordingly for the same, which amounts shall constitute "additional rent".

8. INSURANCE. Except as required by state law, we do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless due to owner's omission, fault, negligence, or misconduct.

In addition, we urge all residents, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

Additionally, you are *(check one)* ☒ required to purchase personal liability insurance ☐ not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions, is a breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law. If you are required to purchase personal liability insurance you must provide evidence of coverage at lease inception, list the property as an interested party on the policy, and must confirm an active policy upon request by owner at any time during the term of the Lease. SUBJECT TO APPLICABLE LAW, THE LANDLORD WILL PROVIDE INSURANCE FOR UP TO $750 IN BENEFITS TO COVER THE ACTUAL COSTS OF RELOCATION OF THE TENANT IF DISPLACED BY FIRE OR DAMAGE RESULTING FROM FIRE.

9. LOCKS AND LATCHES/SECURITY DEVICES. Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move into your apartment.

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from loss, misuse or damage to devices by you or your occupants, or guests during your occupancy. You may be required to pay the aforementioned costs in advance in the event of multiple requests for replacement and/or repair of devices; or if you are delinquent in reimbursement for previously repaired/replaced devices. Otherwise, you must pay immediately after the work is completed.

Special Provisions and "What If" Clauses

10. SPECIAL PROVISIONS. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

See Additional Special Provisions

See any additional special provisions if additional space is needed.

11. DAMAGES AND REIMBURSEMENT. You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, negligence, or intentional conduct by you or your invitees, guests or occupants unless it is caused by our omission, fault, negligence or misconduct. Unless the damage is due to our negligence, omission, fault or misconduct, we're not liable for, and you must pay for, repairs, replacement costs, and damage that result from you or your invitees', guests', or occupants' negligence or intentional acts which include, but shall not be limited to: (1) damage to doors, windows, screens, appliances, walls, floors, and/or any other equipment/fixture that is provided in the apartment (or anywhere else in the building/development) that is the property of the owner; (2) damage from windows or doors left open; and/or (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

12. RENT INCREASES AND LEASE CONTRACT CHANGES.
a) No rent increases are allowed before the initial Lease Contract terms ends, except for (1) changes allowed by any special provisions in paragraph 10 (Special provisions) or (2) by a written addendum or amendment signed by you and us.
b) No Lease Contract changes are allowed before the initial Lease Contract terms ends, except for (1) changes allowed by any special provisions in paragraph 10 (Special provisions), (2) by a written addendum or amendment signed by you and us, and/or (3) by a change of the apartment rules and regulations as allowed pursuant to paragraph 15 (Community Policies or Rules) which have no impact on the rental rate.

13. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay unless it is due to our omission, fault, negligence, or misconduct. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

(1) If we give written notice to any of you when or after the initial term as set forth in paragraph 3 (Lease Term) and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date - you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.

(2) If we give written notice to any of you before the initial term as set forth in paragraph 3 (Lease Term) and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in paragraph 3 (Lease Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree.

14. DISCLOSURE RIGHTS. If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

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While You're Living in the Apartment

15. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately.

16. LIMITATIONS ON CONDUCT. The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances or any trash addendums, if applicable. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any community swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in or near pools and all common areas. You, your occupants, or guests may not, anywhere in the apartment or community: use candles or use kerosene lamps without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or anywhere on the property is prohibited–except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes and it is not used as a storage facility or processing station for online retail business and we assent in writing to the proposed business operation. This Lease is for residential purposes only. You acknowledge that those signing the Lease will use it as their primary residence, unless otherwise agreed to by contemporaneous writing signed by both parties. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify themselves as a resident, occupant, or guest of a specific resident in the community. Unless your guests/invitees are going to and/or coming from your apartment, you are expected to accompany them at all times while they are in the property's amenity areas. Your guests failure to use the most direct ingress/egress to your unit shall be a lease violation subjecting you to termination.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeaner involving a controlled substance, violence to another person, financial fraud or deceit, or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you. Any such activity or designation shall be deemed a material violation of this agreement.

17. PROHIBITED CONDUCT. You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; engaging in any criminal activity at or near the development regardless of whether an arrest or conviction occurs as a result of said conduct; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others or violating any federal, state, or local law, or ordinance.

18. PARKING. We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles or motorized bikes may not be parked inside an apartment unit or on sidewalks, under stairwells, or in handicapped parking areas. We may have unauthorized or illegally parked vehicles towed as allowed by state statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

(1) has a flat tire or other condition rendering it inoperable; or
(2) is on jacks, blocks or has wheel(s) missing; or
(3) has no current license plate or no current registration and/or inspection sticker; or
(4) takes up more than one parking space; or
(5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
(6) is parked in a marked handicap space without the legally required handicap insignia; or
(7) is parked in space marked for manager, staff, or guest at the office; or
(8) blocks another vehicle from exiting; or
(9) is parked in a fire lane or designated "no parking" area; or
(10) is parked in a space marked for other resident(s) or unit(s); or
(11) is parked on the grass, sidewalk, or patio; or
(12) blocks garbage trucks from access to a dumpster; or
(13) is not moved from any area in the development, authorized or unauthorized, following written notice by management that said vehicle must be moved for snow removal and/or other requisite purpose in our sole discretion; or
(14) belongs to a resident and is parked in a visitor or retail parking space.

19. RELEASE OF RESIDENT. Unless allowed by this Lease Contract, Federal or Massachusetts law, you won't be released from this Lease Contract for any reason–including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

20. MILITARY PERSONNEL CLAUSE. All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

21. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of stoves, appliances, sinks, toilets, smoke detectors and carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and access control devices.

Smoke Detectors and Carbon Monoxide Detectors. We'll furnish smoke detectors and carbon monoxide detectors as required by statute, we'll test them and provide working batteries when you first take possession. You must immediately report smoke detector and/or carbon monoxide detector malfunctions to us. Neither you nor others may disable smoke detectors and/or carbon monoxide detectors. If you damage or disable the smoke detector and/or carbon monoxide detector or remove a battery without replacing it with a working battery, you may be liable to us for actual damages and attorney's fees and shall be deemed in material default of this lease. If you disable or damage the smoke detector and/or carbon monoxide detector, or fail to report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water, unless due to Ownership's own neglect, misconduct, fault or omission.

Casualty Loss. We're not liable to any resident, guest, or occupant for damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, theft, or vandalism unless due to our omission, fault, negligence or misconduct. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze, burst, or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and others' property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for these services.

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Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, suspected criminal activity, or other emergency involving imminent harm. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by applicable law. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. If video surveillance is provided/present at the property, you understand that it is for our purpose(s) only, not monitored at all times, and may not provide recording(s) to which you are entitled. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You also must furnish us with the law-enforcement agency's incident report number and reports upon request.

22. CONDITION OF THE PREMISES AND ALTERATIONS. You have inspected the apartment, fixtures, and furniture and agree that they are free of any defects, including defects materially affecting the health or safety of ordinary persons. You will be given an Apartment Condition Statement on or before move-in. Within 15 days after move-in, you must sign and note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment, but we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. Unless already a part of the residence prior to your move-in, no water furniture, swimming pools, spas, saunas, tanning beds, exercise equipment, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily required or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

23. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST–FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS–IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE TENANT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; mold; electrical problems; malfunctioning lights; broken or missing locks or latches; the presence of bugs, insects, vermin, or other pests; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are normally not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible. We'll act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part, except as allowed by state law.

If fire or catastrophic damage substantially destroys the apartment, or repair is beyond reason we may terminate your tenancy within a reasonable time by giving you written notice. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions. If there is damage to, and/or infestation of, the apartment that requires necessary repair(s) and/or remediation that, in our vendor(s) professional opinion necessitates you temporarily vacating the apartment, you understand that you shall so vacate upon reasonable written notice and return when instructed that the repairs are complete after written notice. During such temporary displacement, you continue to be responsible for your rental payments.

24. ANIMALS. Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional rent. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Animal rent will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. Any animal must comply with the rules and regulations of the community and shall not disturb other resident's quiet enjoyment of their apartment or the community or otherwise interfere with the management of the community. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), for authorized or unauthorized animals you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing which you agree is beyond normal wear and tear of the unit. We may remove an unauthorized animal by following the procedures of paragraph 29 (Default by Resident).

25. WHEN WE MAY ENTER. If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives, and/or mortgage lenders (or their agents), may peacefully enter the apartment at reasonable times and not with less than 48 hours notice for the purpose of inspecting the apartment, making repairs, or showing the apartment to prospective resident (after move-out or vacate notice has been given). If nobody is in the apartment after the 48 hour notice has been provided, then the aforementioned persons may enter peacefully and at reasonable times, and will leave written notice of their entry in a conspicuous place in the apartment. Notwithstanding anything to the contrary contained herein, we may enter the apartment (a) with less than forty-eight (48) hours notice (as otherwise provided above) if you consent to a shorter time-frame in writing (i.e. via email/your work order request); (b) upon "knock-notice" only in the event of an emergency related to fire, water, structure, electrical, or personal safety.

26. JOINT AND SEVERAL RESPONSIBILITY. Each resident is jointly and severally liable for all Lease Contract obligations. If you or any guest or occupant violate(s) the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident of your apartment constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of termination of your tenancy, repair requests, and entry permissions) constitute notice from all residents. Security deposit refunds may be by one check jointly payable to all residents; the check and any deduction itemizations may be mailed to one resident only.

27. REPLACEMENTS AND SUBLETTING. Subletting or assignment is never allowed. If we allow you to replace a resident, the new resident and all remaining residents will need to execute a new lease contract or execute the appropriate Lease Contract Amendment to Add or Change a Roommate During Lease Term. The departing resident will no longer have a right to occupancy but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing.

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Responsibilities of Owner and Resident

28. RESPONSIBILITIES OF OWNER. Subject to 105 CMR 410.00, the State Sanitary Code, we'll act with customary diligence to:

(1) keep common areas reasonably clean, subject to paragraph 22 (Condition of the Premises and Alterations);
(2) maintain building fixtures, furniture, hot water, heating and A/C equipment;
(3) comply with applicable federal, state, and local law regarding safety, sanitation, and fair housing; and
(4) make all legally required repairs, notwithstanding your obligation to pay for damages for which you are liable.

29. DEFAULT BY RESIDENT. You'll be in default if you or any guest or occupant violates any terms of this Lease Contract and all addenda attached hereto including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia as defined by Massachusetts law; (6) any illegal drugs or paraphernalia are found in your apartment; or (7) you or any guest or occupant engages in any of the prohibited conduct described in Paragraph 17 (Prohibited Conduct).

Lease Renewal When A Breach or Default Has Occurred. In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, we may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of the termination of said subsequent Lease.

Eviction. *If you default, we may end your right of occupancy by giving you a 14 day written notice to vacate in the event that the default is due to your non-payment of rent, or a 7 day written notice to vacate in the event that the default is due to any other provision of this Lease.* Notice may be by: (1) regular mail; (2) personal delivery to any resident; (3) personal delivery at the apartment to any occupant over 16 years old; (4) sliding the notice under the main entry door and into the apartment; or (5) by any other service available under Massachusetts law. Termination of your possession rights doesn't release you from liability for future rent or other Lease Contract obligations. After giving notice to vacate or filing an eviction suit, we may still accept use and occupancy charges or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction, or any other contractual or statutory right. If your lease has expired, we reserve the right to evict you even if we continue to accept sums for use and occupancy only.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then (1) the use and occupancy monthly rate during the holdover period will be increased by 25% over the then-existing market rent, without notice; (2) you will be liable to us for all use and occupancy charges for the full term of the previously signed Lease Contract of a new resident who cannot occupy because of the holdover--subject to the landlord's duty to re-let or mitigate; and (3) at our option we may extend the Lease Contract term for up to one month by delivering written notice to you or your apartment while you continue to hold over.

Other Remedies. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10 (Special Provisions); concessions provided in any concession addendum attached to this lease, in addition to any other sums due. Upon your default, we have all legal remedies, including, but not limited to, termination of your tenancy, pursuit of an eviction, and reimbursement for any and all attorney's fees and/or litigation costs/expenses. Any and all amounts which remain unpaid for thirty (30) days from the date due shall bear interest at the maximum rate permitted by law, in which event interest shall accrue at the highest amount permitted by law. You shall be responsible for any and all attorney's fees, expenses, or other costs incurred by the Landlord to enforce any provision of this Lease whether related to your conduct, or the conduct of your household member(s), guest(s) and/or invitee(s).

Remedies Cumulative. Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

Mitigation of Damages. If you move out early, you'll be subject to all remedies. We'll exercise customary diligence to relet and mitigate damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for any sums due including all reletting costs pursuant to Massachusetts General Laws.

General Clauses

30. ENTIRE AGREEMENT. Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us.

31. NO AUTHORITY TO AMEND UNLESS IN WRITING. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing and signed by a duly authorized agent/representative.

32. NO WAIVER. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written notice requirements, rental due dates, liens, or other rights isn't a waiver under any circumstances.

33. NOTICE. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed.

34. ATTORNEY FEES. In the event that you commence any litigation against us, and we substantially prevail in the defense of the same, you agree to reimburse us for any and all attorney fees and costs that we incur in relation to the defense of such action.

35. MISCELLANEOUS.

A. Exercising one remedy won't constitute an election or waiver of other remedies.
B. All remedies are cumulative.
C. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.
D. This Lease Contract binds subsequent owners.
E. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract.
F. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.
G. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option and can be reviewed upon request.
H. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.
I. In the event that there is a basement provided to you as part of this lease, you understand and agree that said area "may" take water - and you further agree to elevate any personal property maintained therein to limit any damage.

36. CONTACTING YOU. By signing this lease, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your lease including any number (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.

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37. PAYMENTS. At our option and without notice, we may apply money received (other than utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent--regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than the sub-metered water and sewer charges (if applicable) and monthly rent, as defined in paragraph 6 (Rent and Charges) of this Lease Agreement, are due upon our demand. After the due date of rent, we do not have to accept the rent or any other payments. We reserve the right to accept any amount less than the balance due at any given time and, if we accept a lesser amount, such acceptance will not represent a waiver of any right we have to pursue the outstanding balance.

When Moving Out

38. MOVE-OUT NOTICE. Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, you must give our representative advance written notice of your intention to vacate as required by paragraph 3 (Lease Terms). If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. You will still be liable for the entire Lease Contract term if you move out early under paragraph 19 (Release of Resident) except if you are able to terminate your tenancy under the statutory rights explained under paragraphs 19 (Release of Resident), or as otherwise provided by federal and/or Massachusetts Law. All notices to vacate must be in writing and must provide the date by which you intend to vacate. If the notice does not comply with the time requirements of paragraph 3 (Lease Terms), even if you move by the last date in the lease term, you will be responsible for an additional month's rent. If you fail to vacate by the date set forth in your notice, you will automatically and immediately become a holdover tenant pursuant to state law, and we will have all remedies available under this Lease Contract, including but not limited to paragraph 29 (Default by Resident) of this Lease, and state law.

39. MOVE-OUT PROCEDURES. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease Contract term or renewal period ends unless you continue to pay rent until the conclusion of the lease term or the apartment is relet, which ever occurs first. Early move-out may result in reletting charges under paragraph 29 (Default by Resident). You may not apply any security deposit to rent without the landlord's written consent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the 30-day period for security deposit refund begins. You must give us, in writing, each resident's forwarding address.

40. OBLIGATION TO REMOVE PERSONAL PROPERTY UPON VACATING. Resident shall remove any and all personal property from the apartment upon vacating and/or relinquishing possession of same. If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with paragraph 3 (Lease Term), and we accept such written notice, then you are required to vacate the Apartment and remove all of your personal property therefrom at the expiration of the Lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us. In the event that the Resident vacates/abandons the premises leaving any personal property therein, same may be deemed abandoned/trash, and may be discarded by the landlord at the Resident's expense. Cost for removal shall be in addition to any and all other sums due to the landlord pursuant to the Lease.

41. CLEANING. You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If your don't clean adequately, you'll be liable for reasonable cleaning charges beyond normal wear and tear, which shall be deemed property damage for which we will be entitled to seek reimbursement.

42. MOVE-OUT INSPECTION. You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

43. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES. You'll be liable for the following charges, if applicable: unpaid rent; repairs or damages beyond normal wear and tear; water/sewer charges and other amounts provided by law. Your security deposit will be handled pursuant to MGL ch. 186 sec 15B, however we reserve the right to pursue any damages that exceed the amount of the security deposit due to your acts or those of your occupants or guests under applicable law (whether a security deposit is held or not).

44. DEPOSIT RETURN, SURRENDER, AND ABANDONMENT. You are required to provide us written notice of your forwarding address, on or before termination of this Lease Contract. We'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions to the extent required by statute no later than 30 days after surrender, vacating, or abandonment, unless statutes provide otherwise. If you fail to provide us with your forwarding address in writing, as required above, we will process the unclaimed security deposit in accordance with state law. You agree that you will be deemed to have abandoned the apartment if no authorized person(s) appear to be living in the apartment; the majority of furniture, clothing, and other personal belongings have been removed from the apartment; utilities have been shut off and/or remain unpaid for more than sixty (60) days; and/or we post a notice of abandonment on your apartment door and send you a copy via first class mail and electronic mail, and you fail to respond to the same within seven (7) days.

Severability, Originals and Attachments, and Signatures

45. SEVERABILITY. If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

46. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. Any updates or changes to the Community Policies and Rules may be communicated through the customary notification process at the Community, which may be by email, resident portal systems, or other electronic means or paper documentation. When an Apartment Condition Statement is completed, you should retain a copy, and return the original to us. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. E-mail communication does not satisfy the writing requirement for an amendment of this or any addenda. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

47. GOVERNING LAW. The negotiation, execution, performance, termination, interpretation, and construction of this Lease are governed by the laws of the Commonwealth of Massachusetts. If Owner or Resident brings a lawsuit or any other action relating to this Lease, Owner or Resident agrees to file its lawsuit in the Massachusetts County where the Property is located. Owner and Resident agree to the exclusive jurisdiction of this court and consent to venue in that court. Resident agrees that this Lease will not limit or waive any rights of the Owner or Resident under applicable United States federal, state, or local laws.

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You are legally bound by this document.
Please read it carefully.

Before submitting a rental application or signing a Lease Contract, you may take a copy of these documents to review and/or consult an attorney.

Additional provisions or changes may be made in the Lease Contract if agreed to in writing by all parties.

Date form is filled out *(same as on top of page 1)*

08/21/2024

A copy of this fully executed Apartment Lease Contract, and all addenda, was provided to the Resident on _____ *(date).*

Resident or Residents ***(all sign below)***

_____

_____

_____

_____

_____

**If this document is electronically signed by resident, the email address used for e-signature shall be utilized to return a counter-signed Lease. Resident acknowledges that they are responsible for viewing/storing/printing the counter-signed lease through the residential portal, attached to the email or otherwise electronically forwarded to resident's account.

Owner or Owner's Representative *(signing on behalf of owner)*

_____

Address and phone number of owner's representative for notice purposes:

550 Liberty Street

Braintree, MA 02184

(781)843-8443

In no event shall any of the provisions of this Lease indemnify, release, or otherwise excuse us from liability arising out of any mistake, fault, negligence or other misconduct of the landlord.

SPECIAL PROVISIONS *(CONTINUED FROM PAGE 2)* Notwithstanding the language in Section 31, the parties DO NOT waive any of their rights of subrogation. Should you fail to renew the lease agreement or provide the required sixty day notice in accordance with your lease agreement terminating same, the Lease Contract will auto renew month-to-month at your current monthly rental rate plus a $1,500 premium per month, above the existing lease rent. If you fail, and/or refuse to pay the new monthly tenancy amount, then any and all monies paid by you, in any amount which is less than the new monthly tenancy amount as recited herein, shall be accepted for use and occupancy only, and shall not be construed as creating a new monthly tenancy. Charges which are considered additional rent: The parties hereby agree that any sums that you are required to pay us under this lease agreement in addition to monthly rent shall be considered additional rent and collectable as additional rent from the tenant(s)/resident(s), including but not limited to, the following: utility charges, late charges, returned check fees, pet rent, garage parking fees, early termination charges/fees, storage charges, transfer charges, unreturned keys charge, month-to-month premium charges, court costs and attorney's fees and collection fees. Section 5 continued: Keys - Residents will access their apartment homes through the Smart Rent Door Lock system. IF APPLICABLE, The Section 8 Tenancy addendum is attached to the lease and incorporated herein.

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MASSACHUSETTS
RENT AND SECURITY DEPOSIT RECEIPT

To: Mohamed Kassem
(Names of all residents)

RE: 550 Liberty Street, #905
(Street address and dwelling unit number, if applicable)
Braintree, MA 02184
(City, State, Zip)

We hereby acknowledge receipt of your Payment in the total amount of $ 750.00 to be applied as follows:

1.	First Month's Rent	$
2.	Last Month's Rent	$
3.	Security Deposit	$ 750.00
4.	Installation of Locks and Keys	$ 0.00

SECURITY DEPOSIT

1. The Lessor acknowledged receipt from the Lessee of $ 750.00 (an amount not to exceed first month's rent) to be held by the Lessor during the term hereof, or any extension or renewal, as a security deposit pursuant to the terms hereof; it being understood that THIS IS NOT TO BE CONSIDERED PREPAID RENT, nor shall damages be limited to the amount of the security deposit.
2. The Lessor acknowledges that, subject to damages prescribed by law, he shall, within thirty (30) days after the termination of this lease or upon the Lessee's vacating the premises completely together with all his goods and possessions, whichever shall last occur, return the security deposit or any balance thereof, and any interest thereon, if due, after deducting
   (a) Any unpaid rent or water and sewer charges which have not been validly withheld or deducted pursuant to the provisions of any special or general law; and
   (b) Any unpaid increase in real estate taxes which the Lessee is obligated to pay pursuant to a tax escalation clause which conforms to the requirements of Mass. General Laws, Chapter 186, Section 15C; and
   (c) A reasonable amount necessary to repay any damage caused to the premises by the Lessee or any person under the Lessee's control or on the premises with the Lessee's consent, reasonable wear and tear excluded. In the case of such damage, the Lessor shall provide the Lessee within thirty (30) days with an itemized list of damages, sworn to by the Lessor or his agent under pains and penalties of perjury, itemizing in precise detail the nature of the damage and of the repairs necessary to correct it, and written evidence, such as estimates, bills, invoices or receipts, indicating the actual or estimated cost thereof.
3. The Lessor must provide Lessee with a written statement of the condition of the premises, as required by law. If the Lessee disagrees with the Lessor's statement of condition, the Lessee must attach a separate list of any damage existing in the premises and return the statement to the Lessor. No amount shall be deducted from the security deposit for any damage which was listed in the statement of condition or in any separate list submitted by the Lessee and approved by the Lessor or the Lessor's agent, unless the Lessor subsequently repaired or caused to be repaired said damage and can prove that the renewed damage was unrelated to the prior damage and was caused by the Lessee or by any person under the Lessee's control or on the premises with the Lessee's consent.
4. If the Lessor transfers the premises, the Lessor must transfer the security deposit or any balance, thereof, and any accrued interest, to the Lessor's successor in interest for the benefit of the Lessee.

   As required by law, the security deposit is presently or will be deposited in a separate, Interest-Bearing account.

   Account Number 1082019462 at PNC Bank (Bank Name)
   located at 729 Boylston St, Unit 1 (Street Address) Boston (City), Massachusetts, 02116 (Zip).
   The Lessee shall be entitled to interest on the amount of the security deposit at the rate of five percent (5%) per year, or such lesser amount as may be received from the bank, payable at the end of each year of the tenancy.
5. Lessee is required to provide Lessor with a forwarding address upon vacating the premises.

LAST MONTH'S RENT

Pursuant to applicable law, the tenant is entitled to interest on last month's rent paid in advance from the date of tenancy, payable at the end of each year of tenancy and prorated upon termination. Interest shall not accrue for the last month for which rent was paid in advance. The rate of interest payable on last month's rent is 5%, provided however that if the landlord elects to deposit last month's rent in a bank account, interest will be limited to any lower rate actually paid by the bank. The tenant should provide the landlord with a forwarding address at the termination of tenancy indicating where such interest may be given or sent.

Date Received: _____ Received By: _____

OWNER: Lenox Farms Limited Partnership

SIGNATURE: _____
Management Company

HEAD OF HOUSEHOLD
Mohamed Kassem
SIGNED 8/22/2024 AT 5:18PM EDT

LEASE SIGNER UDR
K Nicholson
SIGNED 8/23/2024 AT 1:32PM EDT

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Docket Number: 24H82SP03575
Judge: Hurley - Motion Session
Docket Number: 24H82SP03575

UTILITY ADDENDUM FOR GAS, TRASH, ELECTRIC SERVICE, AND NON-SUBMETERED WATER & SEWER[1]

This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated August 21, 2024 between Lenox Farms Limited Partnership

("We") and Mohamed Kassem

("You") of Unit No. 905 located at 550 Liberty Street

(street address) in Braintree, MA 02184

and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

1. Responsibility for payment of utilities will be as indicated below.
   a) **Water** service to your dwelling will be either:
      ☐ paid by you; or
      ☒ paid by you, through an approved sub-meter, to us; or
      ☐ paid by us.
   b) **Sewer** service to your dwelling will be either:
      ☐ paid by you; or
      ☒ paid by you, through an approved sub-meter, to us; or
      ☐ paid by us.
   c) **Gas** service to your dwelling will be either:
      ☒ paid by you; or
      ☐ paid by us.
   d) **Trash** service to your dwelling will be paid by you either (Landlord is responsible for units of 3 or more):
      ☐ paid by you; or
      ☒ paid by us.
   e) **Electric** service to your dwelling will be either:
      ☒ paid by you; or
      ☐ paid by us.
2. You are responsible for transferring those utilities marked to be paid by you (above) into your name upon possession of the Unit. The failure to transfer any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction.
3. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the dwelling. If you breach the Lease, you will be responsible for utility charges for the time period you were obligated to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your dwelling and you shall be subject to eviction proceedings based on a breach of this Lease which may include a claim for waste damages.
4. **We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services** provided to the dwelling unless such loss or damage was the direct result of negligence, fault, misconduct or omissions by us or our employees. You release us from any and all such claims by a utility company or third party supplier and waive any claims **or offset or reduction of rent or diminished rental value of the dwelling due to such outages, interruptions, or fluctuations not** caused by us.
5. You agree not to tamper with, adjust, or disconnect any utility metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease and this Utility Addendum.
6. All charges for sub-metered water and sewer service shall be considered part of your rent for purposes under MGL Chapters 186 and 239.
7. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Utility Addendum and will supersede any conflicting provisions of this printed Utility Addendum and/or the Lease Contract.

1. In the event you fail to timely establish utilities and services or fail to notify the utility or billing company of your vacation of the unit, we may charge you for any utilities and services billed to us with respect to your apartment and may charge a reasonable administration fee for billing you for such utilities and services in an amount not to exceed $35.00. 2. Resident authorizes and will cooperate with Landlord or Landlord's 3rd party agent to obtain Resident utility account information from utility providers during the tenancy (including completing any required consent forms), which will be used to study energy efficiency at the community. Should these special provisions conflict with any verbiage in this addendum, these provisions shall control. Massachusetts Department of

[1]If your unit has submetered water & sewer you are responsible for said charges and are required to execute a separate water and sewer addendum.

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Public Health Submetering of Water and Sewer Certification Form available upon request

Resident Signature _____ Date _____
Resident Signature _____ Date _____
Resident Signature _____ Date _____
Resident Signature _____ Date _____
Resident Signature _____ Date _____
Resident Signature _____ Date _____
Management _____ Date _____

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BED BUG ADDENDUM

Date: August 9, 2024
(when this Addendum is filled out)

Please note. It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

1. **DWELLING UNIT DESCRIPTION.**
Unit No. 905 550 Liberty Street *(street address)* in Braintree *(city)*, Massachusetts, 02184 *(zip code)*.

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract date: August 9, 2024
Owner's name: Lenox Farms Limited Partnership

Residents *(list all residents)*:
Mohamed Kassem

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **PURPOSE.** This Addendum modifies the Lease Contract and addresses situations related to bed bugs *(cimex lectularius)* which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum. Nothing in this Addendum shall limit the requirements enumerated under the Lease Contract regarding reporting of insects, vermin or other pests, and/or your duty to prevent same in your unit.

4. **INSPECTION AND INFESTATIONS.** BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:

- YOU HAVE INSPECTED THE DWELLING PRIOR TO MOVING IN, OR PRIOR TO SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR A BED BUG INFESTATION;

OR

- YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN, OR WITHIN 48 HOURS AFTER SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED BUG INFESTATIONS.

You agree that you have read the information provided in this Addendum and that you are not aware of any infestation or presence of bed bugs in your current or previous dwellings, furniture, clothing, personal property, or possessions. You also acknowledge that you have fully disclosed to us any previous bed bug infestations or bed bug issues that you have experienced.

If you disclose to us a previous experience with bed bug infestations or other bed bug related issues, we can review documentation of the previous treatment(s) and inspect your personal property and possession to confirm the absence of bed bugs.

5. **ACCESS FOR INSPECTION AND PEST TREATMENT.** You must allow us and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. Unless otherwise prohibited by law, you are responsible for and must prepare your unit for treatment and follow all instructions provided by our licensed pest control firm regarding your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so at the time we treated the dwelling. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed bug infestation on your own.

6. **NOTIFICATION.** You must promptly notify us:
- of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property.
- of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling.
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

7. **COOPERATION.** If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

8. **RESPONSIBILITIES.** If you, your co-tenants, occupants, invitees or guests are found to be the source of any bed bug infestation, then you may be obligated to the following responsibilities, you may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other dwellings.

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9. **TRANSFERS.** If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction prior to any transfers.

10. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

You are legally bound by this document. Please read it carefully.

Resident or Residents *(All residents must sign)*	**Owner or Owner's Representative** *(Signs below)*
	Date of Signing Addendum

You are entitled to receive an original of this Addendum after it is fully signed. Keep it in a safe place.

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BED BUGS — A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanliness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

Identifying bed bugs

Bed bugs can often be found in, around and between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors

- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

Bed bug do's and don'ts

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.

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Mohamed Raissa
SIGNED 8/6/2021 AT 4:39 PM EDT
Massachusetts
K Nicholson
SIGNED 8/25/2021 AT 3:38 PM EDT

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MOLD INFORMATION AND PREVENTION ADDENDUM

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

1. **DWELLING UNIT DESCRIPTION.**
Unit No. 905 550 Liberty Street *(street address)* in Braintree *(city)*, Massachusetts, 02184 *(zip code)*.

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract date: August 21, 2024
Owner's name: Lenox Farms Limited Partnership

Residents *(list all residents)*:
Mohamed Kassem

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **ABOUT MOLD.** Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for a person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

4. **PREVENTING MOLD BEGINS WITH YOU.** In order to minimize the potential for mold growth in your dwelling, you must do the following:

- **Keep your dwelling clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping** and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- **Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably** possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. **Turn on any exhaust fans** in the bathroom and kitchen *before* you start showering or cooking with open pots. When showering, be sure to keep the shower curtain *inside* the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) **leave the bathroom door open until all moisture** on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.
- **Promptly notify us in writing about any air conditioning** or heating system problems you discover. Follow our rules, if any, **regarding replacement of air filters. Also,** it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
- **Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond** in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
- **Keep the thermostat set to automatically circulate air in** the event temperatures rise to or above 80 degrees Fahrenheit.

5. **IN ORDER TO AVOID MOLD GROWTH,** it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- **rainwater leaking from roofs, windows, doors and outside** walls, as well as **flood waters rising above floor level;**
- **overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;**
- **leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;**
- **washing machine hose leaks, plant watering overflows,** pet urine, cooking spills, beverage spills and steam from **excessive open-pot cooking;**
- **leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and**
- **insufficient drying of carpets, carpet pads, shower walls** and bathroom floors.

6. **IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON *NON-POROUS* SURFACES** (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that **you first clean the areas with soap (or detergent) and water,** let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. **Be sure to follow the instructions on the container.** Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner **with a high-efficiency particulate air (HEPA) filter can be** used to help remove non-visible mold products from *porous* **items, such as fibers in sofas, chairs, drapes and carpets—**

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provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes. If you are unsure of how to treat any non-porous surface, please notify us in writing and we will take appropriate action.

7. **DO NOT CLEAN OR APPLY BIOCIDES TO:** (1) visible mold on *porous surfaces*, such as sheetrock walls or ceilings, or (2) *large areas* of visible mold on *non-porous* surfaces. Instead, notify us in writing, and we will take appropriate action.

8. **COMPLIANCE.** Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.

If you fail to comply with this Addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.

9. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(Signs here)

Date of Lease Contract

August 21, 2024

Massachusetts/National Apartment Association Official Form, November 2018
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LEASE CONTRACT BUY-OUT ADDENDUM

1. **DWELLING UNIT DESCRIPTION.**
Unit No. 905 550 Liberty Street
(street address) in
Braintree
(city), Massachusetts, 02184 (zip code).

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract date: August 21, 2024
Owner's name: Lenox Farms Limited Partnership

Residents *(list all residents)*:
Mohamed Kassem

3. **PURPOSE OF ADDENDUM.** The purpose of this Buy-Out Addendum is to provide you with the policy regarding your ability to buy out the Lease Contract prior to the end of the lease term, subject to the terms and conditions contained herein. In order to buy out early, your notice must be signed by all residents listed in paragraph 1 of the Lease Contract and you must comply with all provisions of this Buy-Out Addendum.

4. **BUY-OUT PROCEDURES.** You may buy out of the Lease Contract prior to the end of the lease term and cut off all liability for paying rent for the remainder of the lease term *if all of the following occur:*
(a) you give us written notice of buy-out at least 60 days prior to the new termination date (i.e., your new move-out date), which *(check one)* ☐ must be the last day of a month or ☒ may be during a month;
(b) you specify the new termination date in the notice, i.e., the date by which you'll move out;
(c) you are not in default under the Lease Contract on the date you give us the notice of buy-out;
(d) you are not in default under the Lease Contract on the new termination date (move-out date);
(e) you move out on or before the new termination date and do not hold over;
(f) you pay us a buy-out fee (consideration) of $_____;
(g) you pay us the amount of any concessions you received when signing the Lease Contract; and
(h) you comply with any special provisions in paragraph 9 below.
(i) we execute a mutually acceptable Early Lease Termination Addendum containing (among other terms) the provisions contained in this Paragraph 4.

5. **WHEN PAYABLE.** The buy-out fee in paragraph 4(f) is due and payable no later than 60 days after you give us your buy-out notice. The total dollar amount of any concessions regarding rent or other monetary lease obligations for the entire lease term is $ 0.00 and is due payable on the same day as the buy-out fee, subject to any special provisions in paragraph 9 regarding the amount, calculation method, or payment date.

6. **SHOWING UNIT TO PROSPECTIVE RESIDENTS.** After you give us notice of buy-out, the Lease Contract gives us the right to begin showing your unit to prospective residents and telling them it will be available immediately after your new termination date.

7. **COMPLIANCE ESSENTIAL.** Our deposit of all amounts due under paragraphs 4(f) and 4(g) constitutes our approval of the new termination date stated in your notice of buy-out. If you fail to comply with any of the procedures or requirements in this addendum after we deposit such monies, your buy-out right and this addendum will be voided automatically; and the lease will continue without buy-out and any deposits as provided herein will be applied to any and all outstanding charges on your resident ledger. Then, if you move out early, you are subject to all lease remedies, including reletting fees and liability for all rents for the remainder of the original lease term, and are not entitled to reapplication of any concession.

8. **MISCELLANEOUS.** If moving out by the new termination date becomes a problem for you, contact us. An extension may be possible if we have not already relet the dwelling unit to a successor resident. We and any successor residents who may be leasing your unit will be relying on your moving out on or before the new termination date. Therefore, you may not hold over beyond such date without our written consent—even if it means you have to make plans for temporary lodging elsewhere. "Default" as used in paragraphs 4(c) and 4(d) of this addendum means default as defined in the Lease Contract. You will continue to be liable for any damages and any sums accruing and unpaid prior to the new termination date.

9. **SPECIAL PROVISIONS.** Your right of buy-out may be exercised only if you comply with all of the subsections contained in Paragraph 4 herein **AND** you comply with all of the below additional provisions. Any special provisions below will supersede any conflicting provision of this printed addendum. Any false statements or documents presented to us regarding buy-out will automatically void your right to buy-out of the Lease Contract. The special provisions are:
The fee in section 4f is equal to two times the monthly rent as stated on page one of the Lease, less any additional charges.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(signs below)

Date of Lease Contract
August 21, 2024

HEAD OF HOUSEHOLD
Mohamed Kassem
SIGNED 8/22/2024 AT 5:10PM EDT

LEASE SIGNED VIA
K Nicholson
SIGNED 8/20/2024 AT 12:20PM EDT

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LEASE CONTRACT ADDENDUM
FOR SATELLITE DISH OR ANTENNA

Under a Federal Communications Commission (FCC) order, you as our resident have a right to install a transmitting or receiving satellite dish or antenna on the leased dwelling, subject to FCC limitations. We as a rental housing owner are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you and we agree to follow.

1. **DWELLING UNIT DESCRIPTION.**
Unit. No. 905 550 Liberty Street *(street address)* in Braintree *(city)*, Massachusetts, 02184 *(zip code)*.

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract date: August 21, 2024
Owner's name: Lenox Farms Limited Partnership

Residents *(list all residents)*:
Mohamed Kassem

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **NUMBER AND SIZE.** You may install 1 satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR § 1.4000 are prohibited.

4. **LOCATION.** Your satellite dish or antenna must be located: (1) inside your dwelling; or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.

5. **SAFETY AND NON-INTERFERENCE.** Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.

6. **SIGNAL TRANSMISSION FROM EXTERIOR DISH OR ANTENNA TO INTERIOR OF DWELLING.** You may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is installed outside your dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window—without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us in writing.

7. **SAFETY IN INSTALLATION.** In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.

8. **MAINTENANCE.** You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.

9. **REMOVAL AND DAMAGES.** You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. In accordance with the Lease Contract, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear.

10. **LIABILITY INSURANCE. You must take full responsibility for the satellite dish, antenna and related equipment. If the dish or antenna is installed at a height that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance (if available) to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna and related equipment.** The insurance coverage must be $ 25000.00, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc.

11. **SECURITY DEPOSIT.** An additional security deposit of $_____ will be charged and due prior to the installation of the satellite dish and/or antenna. The Parties understand and agree that the total sum of the security deposits held shall comply with M.G.L. c.186 s.15B, and will not exceed one month's rent. We consider the additional security deposit a general security deposit for all purposes. The security deposit amount in the Security Deposit paragraph of the Lease Contract will include this additional deposit amount. Refund of the additional security deposit will be subject to the terms and conditions set forth herein **AND** in the Lease Contract.

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This additional security deposit is required to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached (nails, screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost repair or restoration after removal, etc.

12. **WHEN YOU MAY BEGIN INSTALLATION.** You may start installation of your satellite dish, antenna or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 10 of this addendum; (3) paid us the additional security deposit, if applicable, in paragraph 11; and (4) received our written approval of the installation materials and the person or company that will do the installation, which approval may not be unreasonably withheld.

13. **MISCELLANEOUS.** If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.

14. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(signs here)

Date of Lease Contract

August 21, 2024

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Docket Number: 24H82SP03575

LEASE CONTRACT ADDENDUM FOR ENCLOSED GARAGE, CARPORT, ASSIGNED PARKING, OR STORAGE UNIT

1. **DWELLING UNIT DESCRIPTION.**
Unit No. 905 550 Liberty Street (*street address*) in Braintree (*city*), Massachusetts, 02184 (*zip code*).

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract date: August 21, 2024
Owner's name: Lenox Farms Limited Partnership

Residents *(list all residents)*:
Mohamed Kassem

The term of this Addendum is as follows:
Begins on _____ and ending on _____.

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **GARAGE, CARPORT, OR STORAGE UNIT.** You are entitled to exclusive possession of: *(check as applicable)*
☒ garage or carport attached to the dwelling;
☐ garage space number(s) _____;
☐ carport space number(s) _____;
and/or
☐ assigned parking space number(s) _____;
☐ storage unit number(s) _____.

The monthly rent in the Rent and Charges paragraph of the Lease Contract covers both the dwelling and the checked area(s) above. All terms and conditions of the Lease Contract apply to the above areas unless modified by this addendum.

4. **USE RESTRICTIONS.** Garage or carport may be used only for storage of operable motor vehicles unless otherwise stated in our rules or community policies. Storage units may be used only for storage of personal property. No one may sleep, cook, barbeque, or live in a garage, carport, or storage unit. Persons not listed as a resident or occupant in the Lease Contract may not use the areas covered by this addendum. No plants may be grown in such areas.

5. **NO DANGEROUS ITEMS.** Items that pose an environmental hazard or a risk to the safety or health of other residents, occupants, or neighbors or that violate any government regulation may not be stored in any of the units defined in the Garage, Carport, or Storage Unit Paragraph. Prohibited items include but are not limited to fuel (other than in a properly capped fuel tank of a vehicle or a closed briquette lighter fluid container), fireworks, rags, piles of paper, or other material that may create a fire or environmental hazard or any other items prohibited by Federal, State or Local laws or ordinances. We may remove from such areas, without prior notice, items that we believe might constitute a fire or environmental hazard or other violation of this paragraph. Because of carbon monoxide risks, you may not run the motor of a vehicle inside a garage unless the garage door is open to allow fumes to escape.

6. **NO SMOKE, FIRE, OR CARBON MONOXIDE DETECTORS.** No smoke, fire, or carbon monoxide detectors will be furnished by us unless required by law.

7. **GARAGE DOOR OPENER.** If an enclosed garage is furnished, you ☒ will ☐ will not be provided with a ☒ garage door opener and/or ☐ garage key. You will be responsible for maintenance of any garage door opener, including battery replacement. Transmitter frequency settings may not be changed on the garage door or opener without our prior written consent.

8. **SECURITY.** Always remember to lock any door of a garage or storage unit and any door between a garage and the dwelling. When leaving, be sure to lock all keyed deadbolt locks.

9. **INSURANCE AND LOSS/DAMAGE TO YOUR PROPERTY.** Any area covered by this addendum is accepted by you "as is." You will maintain liability and comprehensive insurance coverage for any vehicle parked or stored. We will have no responsibility for loss or damage to vehicles or other property parked or stored in a garage, carport, or storage unit, whether caused by accident, fire, theft, water, vandalism, pests, mysterious disappearance, or otherwise except to the extent caused by our omission, fault, negligence, or misconduct. We are not responsible for pest control in such areas.

10. **COMPLIANCE.** As allowed by law, we may periodically open and enter garages and storerooms to ensure compliance with this addendum. In that event, written notice of such opening and entry will be left inside the main entry door of your dwelling or inside the door between the garage and your dwelling.

11. **NO LOCK CHANGES, ALTERATIONS, OR IMPROVEMENTS.** Without our prior written consent, locks on doors of garages and storage units may not be rekeyed, added, or changed, and improvements, alterations, or electrical extensions or changes to the interior or exterior of such areas are not allowed. You may not place nails, screws, bolts, or hooks into walls, ceilings, floors, or doors. Any damage not caused by us or our representatives to areas covered by this addendum will be paid for by you.

12. **MOVE-OUT AND REMEDIES.** Any items remaining in a garage, carport or storage unit after you have vacated the dwelling unit, and we have recovered possession of said dwelling unit, will be considered abandoned property and we may remove, sell or otherwise dispose of the property left in the abandoned or surrendered garage, carport or storage unit as we see fit.

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13. SPECIAL PROVISIONS. In the event that Resident's apartment is included in the community's affordable housing program, if any, the additional required payment for the checked area(s) of the Garage, Carport, or Storage Unit Paragraph, are required to be paid at the same time as monthly rent and are not included as part of the total rent referenced in the Rent and Charges paragraph of the Apartment Lease Contract; failure to pay shall be a breach of this Addendum and subject to revocation of the use of the checked area(s), but shall not be considered additional rent pursuant to program guidelines. The following special provisions control over conflicting provisions of this printed form:

There is a 90 day written notice requirement to release your rentable item.

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(signs here)

Date of Lease Contract

August 21, 2024

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Housing - Metro South
Docket Number: 24H82SP03575

COMMUNITY POLICIES, RULES AND REGULATIONS ADDENDUM

This addendum is incorporated into the Lease Contract (the "Lease") identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:

Property Owner: Lanox Farms Limited Partnership

Resident(s): Mohamed Kassem

Unit No./Address: #905, 550 Liberty Street, Braintree, MA 02184

Lease Date: 08/21/2024

I. GENERAL CONDITIONS FOR USE OF DWELLING PROPERTY AND RECREATIONAL FACILITIES.
Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, "Amenities") located at the Dwelling Community is a privilege and license granted by the Owner, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease, this Addendum, and the Community rules and regulations ("Rules") in effect at any given time, and such permission may be revoked by Owner at any time for any lawful reason. In all cases, the most strict terms of either the Lease, this Addendum, or the Community Rules shall control. Owner reserves the right to set the days and hours of use for all Amenities and to change the character of or close any Amenity based upon the needs of Owner and in Owner's sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. Owner and management may make changes to the Rules for use of any Amenity at any time.

Additionally, Resident(s) expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity, related to Resident's use of the Amenities at the Community. Resident(s) agrees to hold Owner harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident(s) may have against Owner and that are in any way related to or arise from such use except for Owner's omission, fault, negligence or misconduct. This provision shall be enforceable to the fullest extent of the law.

THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S)' OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND COMMUNITY RULES AND REGULATIONS, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term "Owner" shall include the Management, officers, partners, employees, agents, assigns, Owners, subsidiaries and affiliates of Owner.

The Community Policies contain material terms and any violation of the same may result in the resident, household member(s) and/or guests being prohibited from further use of the common areas, as well as subject the household to termination of tenancy.

II. POOL. This Community ☒ **DOES** ☐ **DOES NOT** have a pool. When using the pool, Resident(s) agrees to the following:
- Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
- All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries.
- For their safety, Residents should not swim alone.
- Pool hours are posted at the pool.
- No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
- Proper swimming attire is required at all times and a swimsuit "cover up" should be worn to and from the pool. Young children who are not yet potty trained shall wear swim diapers in and around the pool facilities at all times.
- No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.
- Resident(s) must accompany their guests.
- Resident(s) must notify Owner any time there is a problem or safety hazard at the pool.

In Case of Emergency Dial 911

III. FITNESS CENTER. This Community ☒ **DOES** ☐ **DOES NOT** have a fitness center. When using the fitness center, Resident agrees to the following:
- **Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies.**
- The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment.
- Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
- Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of Management Rules and Policies.
- Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Resident's physician.
- Resident(s) will keep Fitness Center locked at all times during Resident's visit to the Fitness Center.
- **Resident(s) will not admit any person to the Fitness Center who has not registered with the Management Office.**
- Resident(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.

Card # issued: (1) _____ (3) _____ (5) _____
(2) _____ (4) _____ (6) _____

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IV. **PACKAGE RELEASE.** This Community ☐ **DOES** ☒ **DOES NOT** accept packages on behalf of Residents.
For communities that do accept packages on behalf of its Residents:
Resident(s) gives Owner permission to sign and accept any parcels or letters sent to Resident(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same.

V. **BUSINESS CENTER.** This Community ☒ **DOES** ☐ **DOES NOT** have a business center.
Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Rules and Regulations posted in the business center and Management policies. Owner is not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to 60 minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center.

VI. **AUTOMOBILES/BOATS/RECREATIONAL VEHICLES.** The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:
- Only _____ vehicle per licensed Resident is allowed.
- All vehicles must be registered at the Management office.
- Any vehicle(s) not registered, considered abandoned, parked in violation of posted rules or parking signs or violating the Lease, this Addendum, or the Community Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after a _____ hour notice is placed on the vehicle pursuant to Mass General Laws.
- Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, pursuant to Mass General Laws, at the vehicle owner's expense.
- The washing of vehicles is not permitted on the property unless specifically allowed in designated areas.
- Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
- Recreational vehicles, boats or trailers may only be parked on the property with written Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.
- Resident agrees to comply with Owner's requests regarding moving their vehicle due to snow removal and/or any other necessary purpose in the Owner's sole discretion.

VII. **FIRE HAZARDS.** In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:
- Residents and guests will adhere to the Community rules and regulations, and other Management policies concerning fire hazards, which may be revised from time to time.
- No person shall knowingly maintain a fire hazard.
- **Grills, Barbeques, and any other outdoor cooking or open flame devices if prior written approval is granted by Management, will be used only on the ground level and will be placed a minimum of 10 feet from any building.** Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
- **Fireplaces:** Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
- Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in dwellings, near exits, stairways, breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
- No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
- Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.

VIII. **EXTERMINATING.** Resident(s) shall immediately report to Management, in writing, any problems related to rodents, skunks, cockroaches and/or insect infestation in the premises or the common areas. Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Residents' dwelling several times a year and as needed to prevent insect infestation. Owner will notify Residents in advance of extermination in Residents' Dwelling, and give Resident instructions for the preparation of the Dwelling and safe contact with insecticides. Residents will be responsible to prepare the Dwelling for extermination in accordance with the Owner and/or its exterminator. If Residents are unprepared for a scheduled treatment, or otherwise fail to allow Owner access to inspection and/or conduct necessary extermination, it shall be considered a material breach of their lease agreement and Owner shall be entitled to take all legal steps to gain access and/or terminate the tenancy. All parties acknowledge that the failure to properly prepare the dwelling shall be considered irreparable injury. If Residents request extermination treatments in addition to those regularly provided by Owner, these requests must be in writing, and Owner shall evaluate and grant such requests in their sole discretion. **Residents agree to perform the tasks required by Owner and/or Owner's exterminator on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:**
- Clean in all cabinets, drawers and closets in kitchen and pantry.
- If roaches have been seen in closets, remove contents from shelves and floor.
- Remove infants and young children from the dwelling.
- Remove pets
- Remove chain locks or other types of obstruction on day of service.
- Cover fish tanks and turn off their air pumps.
- Do not wipe out cabinets after treatment.

In the case of suspected or confirmed bed bug infestation, resident will agree to the following:
- Resident will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
- Resident will thoroughly clean (off premises), all luggage, handbags, shoes and clothes hanging containers.
- Resident will cooperate with Owner's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.

RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO EXTERMINATION AND THE USE OF INSECTICIDES

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IX. DRAPES AND SHADES. Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance.

X. WATER BEDS. Resident shall not have water beds or other water furniture in the dwelling without prior written permission of Owner.

XI. BALCONY or PATIO. Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios. No misuse of the space is permitted, including but not limited to, throwing, spilling or pouring liquids or other items, whether intentionally or negligently, over the balconies or patios.

XII. SIGNS. Resident shall not display any signs, exterior lights or markings on dwelling. No awnings or other projections shall be attached to the outside of the building of which dwelling is a part.

XIII. SATELLITE DISHES/ANTENNAS. You must complete a satellite addendum and abide by its terms prior to installation or use.

XIV. WAIVER/SEVERABILITY CLAUSE. No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Part is invalid for any reason whatsoever, this finding shall not effect the validity of the remaining portions of this addendum, the Lease Contract or any other addenda to the Lease Contract.

XV. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

No open flame grills or cookers per city ordinance. Violation for a grill found on a patio or balcony $125. You agree that we may charge you a non-refundable fee of $300.00 for any roommate changes you request mid lease. This fee is payable in full before the roommate can be added/removed. A $75 fee will apply for any pet waste disposal lease violations outlined in sections 16 and 24 of the Apartment Lease Contract. Items should never be hung or placed on sprinkler pipes or sprinkler heads to avoid accidental water discharge. Sprinkler heads should not be covered or tampered with nor should items be placed within such a distance as to deflect normal spraying patterns. No grills are allowed in the unit, on patios/balconies, or in any storage closets/units without express written permission. There will be a $10 replacement fee for any lost, stolen or misplaced mail box key. Quiet hours are from 10:00pm to 7:00am.

I have read, understand and agree to comply with the preceding provisions.

Resident	Date	Resident	Date
Resident	Date	Resident	Date
Resident	Date	Resident	Date
Owner Representative		Date	

Massachusetts Apartment Lease. 7424421.8/22/2024 at 5:22PM EDT
LEASE SIGNED BY: K Mckeown SIGNED 8/22/2024 AT 12:26PM EDT

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Docket Number: 24H82SP03575
Date Filed: 04/20/2026 3:04 PM
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Docket Number: 24H82SP03575

LEASE ADDENDUM
LIABILITY INSURANCE REQUIRED OF RESIDENT

1. **DWELLING UNIT DESCRIPTION.**
Unit No. 905 550 Liberty Street (*street address*) in Braintree (*city*), Massachusetts, 02184 (*zip code*).

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract date: August 21, 2024
Owner's name: Lenox Farms Limited Partnership

Residents *(list all residents)*:
Mohamed Kassem

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **ACKNOWLEDGMENT CONCERNING INSURANCE OR DAMAGE WAIVER.** You acknowledge that we do not maintain insurance to protect you against personal injury, loss or damage to your personal property or belongings, or to cover your own liability for injury, loss or damage you (or your occupants or guests) may cause others. You also acknowledge that by not maintaining your own policy of personal liability insurance, you may be responsible to others (including us) for the full cost of any injury, loss or damage caused by your actions or the actions of your occupants or guests. You understand that the Insurance paragraph of the Lease Contract requires you to maintain a liability insurance policy, which provides limits of liability to third parties in an amount not less than $ 100000.00 per occurrence. You understand and agree to maintain at all times during the Term of the Lease Contract and any renewal periods a policy of personal liability insurance and personal property insurance satisfying the requirements listed below, at your sole expense.

4. **REQUIRED POLICY.** You are required to purchase and maintain personal liability insurance covering you, your occupants and guests, for personal injury and property damage any of you cause to third parties (including damage to our property), in a minimum policy coverage amount of $ 100000.00, from a carrier with an AM Best rating of A-VII or better, licensed to do business in Massachusetts. The carrier is required to provide notice to us within 30 days of any cancellation, non-renewal, or material change in your coverage. We retain the right to hold you responsible for any loss in excess of your insurance coverage.

5. **WE MAY PROVIDE YOU WITH INFORMATION OF AN INSURANCE PROGRAM THAT WE MAKE AVAILABLE TO RESIDENTS, WHICH PROVIDES YOU WITH AN OPPORTUNITY TO BUY RENTER'S INSURANCE FROM A PREFERRED COMPANY. However, you are free to contract for the required insurance with a provider of your choosing.**

6. **SUBROGATION ALLOWED.** You and we agree that subrogation is allowed by all parties and that this agreement supersedes any language to the contrary in the Lease Contract.

7. **YOUR INSURANCE COVERAGE.** You have purchased the required personal liability insurance from the insurance company of your choosing listed below that is licensed to do business in this state, and have provided us with written proof of this insurance prior to the execution and commencement of the Lease Contract. You will provide additional proof of insurance in the future at our request.

Insurance Company: _____

8. **DEFAULT.** Any default under the terms of this Addendum shall be deemed an immediate, material and incurable default under the terms of the Lease Contract, and we shall be entitled to exercise all rights and remedies under the law.

9. **MISCELLANEOUS.** Except as specifically stated in this Addendum, all other terms and conditions of the Lease Contract shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease Contract, the terms of this Addendum shall control.

10. **SPECIAL PROVISIONS:**
See attached Rider 1 to this Lease Addendum

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I have read, understand and agree to comply with the preceding provisions.

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(signs here)

Date of Lease Contract

August 21, 2024

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Docket Number: 24H82SP03575

LEASE ADDENDUM
FOR REMOTE CONTROL, CARD, OR CODE ACCESS GATE

1. **DWELLING UNIT DESCRIPTION.**
Unit No. 905, 550 Liberty Street (*street address*) in Braintree (*city*), Massachusetts, 02184 (*zip code*).

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract date: August 21, 2024
Owner's name: Lenox Farms Limited Partnership

Residents *(list all residents)*:
Mohamed Kassem

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **REMOTE CONTROL/CARDS/CODE FOR GATE ACCESS.**
☒ **Remote control for gate access. Each person who is** listed as a resident on the lease will be given a remote control at no cost to use during their residency. Each additional remote control for you or other occupants will require a $ 75.00 non-refundable fee.

☐ **Cards for gate access. Each person who is listed as a** resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or other occupants will require a $ _____ non-refundable fee.

☒ **Code for gate access. Each resident will be given, at no** cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency. We may change the access code at any time and will notify you of any such changes.

4. **DAMAGED, LOST OR UNRETURNED REMOTE CONTROLS, CARDS OR CODE CHANGES.**
☒ If a remote control is lost, stolen or damaged, a $ 75.00 fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there may be a deduction from the security deposit for the replacement and/or repair of the same.

☐ If a card is lost, stolen or damaged, a $ _____ fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a $ _____ deduction from the security deposit.

☒ **We may change the code(s) at any time and notify you** accordingly. Therefore, it is Resident(s) obligation to provide us with up to date contact information whenever said information may change.

5. **REPORT DAMAGE OR MALFUNCTIONS.** Please immediately report to the office any malfunction or damage to gates, fencing, locks or related equipment.

6. **FOLLOW WRITTEN INSTRUCTIONS.** You and all other occupants must read the written instructions that have been furnished to you regarding the access gates, which are hereby incorporated by reference as part of this addendum and your lease. If the gates are damaged by you or other occupants, guests or invitees through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.

7. **PERSONAL INJURY AND/OR PERSONAL PROPERTY DAMAGE.** Except as specifically required by law, we have no duty to maintain the gates and cannot guaranty against gate malfunctions. We make no representations or guarantees to you concerning security of the community. Any measures, devices, or activities taken by us are solely for the benefit of us and for the protection of our property and interests, and any benefit to you of the same is purely incidental. Anything mechanical or electronic is subject to malfunction. Fencing, gates or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests and invitees from crime is the sole responsibility of residents, occupants and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. To the extent allowed by Massachusetts law, we are not liable to any resident, family member, guest, occupant or invitee for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required. You are expected to refrain from sharing or otherwise landing access code(s), card(s), and/or remote control(s) that provide access to the community. You will be held responsible for the actions of any persons to whom you provide access to the community.

8. **RULES IN USING VEHICLE GATES.**
- Always approach entry and exit gates with caution and at a very slow rate of speed.
- Never stop your car where the gate can hit your vehicle as the gate opens or closes.
- Never follow another vehicle into an open gate. Always use your card to gain entry.
- Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
- Never force the gate open with your car.
- Never get out of your vehicle while the gates are opening or closing.
- If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
- Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes.
- If you lose your card, please contact the management office immediately.
- Do not give your card or code to anyone else.
- Do not tamper with the gate or allow your occupants to tamper or play with the gates.
- Never permit another vehicle to follow your vehicle through an open gate.

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9. SPECIAL PROVISIONS. **The following special provisions control over conflicting provisions of this printed form:**

_____

_____

_____

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ATTACH TO YOUR LEASE

APARTMENT CONDITION STATEMENT

This is a statement of the condition of the premises you have leased or rented. You should read it carefully in order to see if it is correct. If it is correct, you must sign it. This will show that you agree that the list is correct and complete. If it is not correct, you must attach a separate signed list of any damage which you believe exists in the premises. This statement must be returned to the lessor or his agent within fifteen (15) days after you receive this list or within fifteen (15) days after you move in, whichever is later. If you do not return this list within the specified time period, a court may later view your failure to return the list as your agreement that the list is complete and correct in any suit which you may bring to recover the security deposit.

TO: Lenox Farms Limited Partnership
Lessor
550 Liberty St.
Address
Braintree
City
02184
Zip

RE: 905
Unit
RE: 550 Liberty Street
Address
RE: Braintree
City
02184
Zip

We have examined the premises and have found the present condition to be as follows:

Date: _____ Lessor/Agent Signature: _____

Lenox Farms Limited Partnership
Lessor
550 Liberty St.
Address
Braintree
City
02184
Zip
(781)843-8443
Phone

Agent
Lenox Farms
Address
City
Zip
Phone

AGREED AND ASSENTED TO: _____ Lessee Date: _____
AGREED AND ASSENTED TO: _____ Lessee Date: _____
AGREED AND ASSENTED TO: _____ Lessee Date: _____
AGREED AND ASSENTED TO: _____ Lessee Date: _____
AGREED AND ASSENTED TO: _____ Lessee Date: _____
AGREED AND ASSENTED TO: _____ Lessee Date: _____

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WATER/SEWER USAGE ADDENDUM

This Water/Sewer Usage Addendum is dated and effective as of August 21, 2024 (date of the lease) to which this addendum is attached and made a part of thereof (the "Lease") and is made by and between Mohamed Kassem

("Tenant") and the "Landlord" named in said Lease for apartment # 905. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

1. Resident has been advised that a water-submeter has been installed to measure the water usage in the apartment. Attached to this Addendum is a copy of the certificate filed by Landlord pursuant to the Act with the local health board or other department charged with enforcement of the State Sanitary Code. (If e-signature is used to sign these documents, the certificate will be emailed or provided prior to occupancy).

2. Landlord shall be obligated to maintain the sub-meter system in good working order in accordance with the provisions of the State Sanitary Code. Tenant shall pay to Landlord, as additional rent, charges for water usage and sewer allocable to the Premises in accordance with the following provisions:

   a. In addition to the rent and other amounts due pursuant to the provisions of the Lease, you agree to pay, and shall be charged, for all water/sewer usage within your dwelling unit. **These amounts charged are considered rent for all purposes.** We will provide you with a bill for water/sewer usage which will include the current and immediately preceding sub-meter reading and the date of such reading, the amount of water consumed since the last reading, the charge per unit of water, the total charge, and the payment due date.

   b. To determine the calculated cost per unit of water to assess the charge, we will divide the total amount of any bill provided by the water company for water/sewer usage, which will include any customer service fee and taxes, for all water provided to the main water meter of which the sub-meter is a party, by the total amount of water consumed for the entire premises served by that main water meter. This will establish the monthly water rate. You will then be charged for the total number of units, measured by your sub-meter, times the monthly water rate.

   c. We send bills on a (check one):
      ☒ Monthly basis, therefore payments are due within 15 days after mailing; or
      ☐ Intervals greater than one month, therefore payments are due 30 days after mailing.

      If Tenant fails to make payments when due, such non-payment shall be deemed a material breach of the Lease. Such breach may be cured by payment in full prior to any court hearing with respect to such breach. Bills may be issued on Landlord's behalf by an outside sub-metering service manager. The billing entity from which Tenant shall receive monthly Utility bills and as designated by Landlord is:

      AUM

      This designation may be changed by Landlord at any time. We will provide notice of changes if they occur.

   d. If your Lease starts after the beginning but before the end of the water company billing period, Landlord shall mail to Tenant on the first day of such term the sub-meter reading for the Premises as of the Lease commencement day.

   e. If the Lease terminates in the middle of the water company's billing period, Landlord shall give the Tenant on the last day of actual tenancy a final sub-meter reading for the Premises as of that day, together with a final bill, calculated by reference to the last bill issued to Landlord. If Landlord is unable to give a final sub-meter reading and bill to Tenant on the last day of the tenancy, Landlord shall do so by mail no later than the day thereafter. Notwithstanding paragraph 3(c) above, this amount shall be immediately due and payable or may be deducted from any security deposit. However, if it is later determined that based on actual cost received at the close of the water company's billing period that tenant's charge is less than what was used as a reference by Landlord to calculate the final bill, Landlord shall recalculate the amount due and mail Tenant a revised bill, together with a rebate for any overpayment.

3. Tenant acknowledges that Landlord cannot guarantee the level of charges for water and sewer utility service, which will vary over time depending on Tenant usage characteristics, changes in the rates imposed by the utility provider that provides service to Landlord and other factors. Any checks tendered for payment and dishonored due to insufficient funds shall be subject to the same penalty and fees as under the Lease.

   You understand and acknowledge that certain water conservation devices have been installed on the showers, faucets, and water closets in your dwelling unit. You agree not to remove or tamper with these devices and shall provide us with prompt written notice in the event any such device requires repair or replacement. Failure to comply with this provision shall constitute a material violation of the Lease.

Resident Signature _____ Date _____
Resident Signature _____ Date _____
Resident Signature _____ Date _____
Resident Signature _____ Date _____
Resident Signature _____ Date _____
Resident Signature _____ Date _____
Management _____ Date _____

HEAD OF HOUSEHOLD Mohamed Kassem RECEIVED 8/22/2024 AT 5:04PM EDT

LEASE SIGNER USER K Nicholson SIGNED 8/20/2024 AT 12:21PM EDT

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ADDENDUM PROHIBITING SHORT-TERM SUBLETTING OR RENTAL

1. **DWELLING UNIT DESCRIPTION.**
Unit No. 905 550 Liberty Street (*street address*) in Braintree (*city*), Massachusetts, 02184 (*zip code*).

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract date: August 21, 2024
Owner's name: Lenox Farms Limited Partnership

Residents *(list all residents)*:
Mohamed Kassem

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **SHORT TERM SUBLEASE OR RENTING PROHIBITED.** Without limiting the prohibition in the Lease on subletting, assignment, and licensing, and without limiting any of our rights or remedies, this Addendum to the Lease further supplements and defines the requirements and prohibitions contained in the Lease Contract between you and us. You are hereby strictly prohibited from subletting, licensing, or renting to any third party, or allowing occupancy by any third party, of all or any portion of the dwelling, whether for an overnight use or duration of any length, without our prior written consent in each instance. This prohibition applies to any temporary stays, overnight stays, or any other stays arranged on Airbnb.com or other similar internet sites. In addition, under no circumstances may any portion of the leased premises be used by a boarder, lodger, or roommate without the prior written consent of the Lessor.

4. **PROHIBITION ON LISTING OR ADVERTISING DWELLING ON OVERNIGHT SUBLETTING OR RENTING WEBSITES.** You agree not to list or advertise the dwelling as being available for short term subletting or rental or occupancy by others on Airbnb.com or similar internet websites. You agree that listing or advertising the dwelling on Airbnb.com or similar internet websites shall be a material violation of this Addendum and a breach of your Lease Contract.

5. **VIOLATION OF LEASE AGREEMENT.** Your Lease Contract allows for use of your dwelling as a private residence only and strictly prohibits conducting any kind of business in, from, or involving your dwelling unless expressly permitted by law or by written, signed prior agreement with us. Separately, your Lease Contract prohibits subletting or occupancy by others of the dwelling for any period of time without our prior written consent. Permitting your dwelling to be used for any subletting or rental or occupancy by others (including, without limitation, for a short term), regardless of the value of consideration received or if no consideration is received, is a violation and breach of this Addendum and your Lease Contract.

6. **REMEDY FOR VIOLATION.** Any violation of this Addendum constitutes a material violation of the Lease Contract, and as such we may exercise any default remedies permitted in the Lease Contract, including termination of your tenancy, in accordance with local law. This clause shall not be interpreted to restrict our rights to terminate your tenancy for any lawful reason, or by any lawful method.

7. **RESIDENT LIABILITY.** You are responsible for and shall be held liable for any and all losses, damages, and/or fines that we incur as a result of your violations of the terms of this Addendum or the Lease Contract. Further, you agree you are responsible for and shall be held liable for any and all actions of any person(s) who occupy your dwelling in violation of the terms of this Addendum or the Lease Contract, including, but not limited to, property damage, disturbance of other residents, and violence or attempted violence to another person. In accordance with applicable law, without limiting your liability you agree we shall have the right to collect against any renter's or liability insurance policy maintained by you for any losses or damages that we incur as the result of any violation of the terms of this Addendum.

8. **SEVERABILITY.** If any provision of this Addendum or the Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Addendum while preserving the intent of the parties.

9. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:
Resident shall not represent or advertise, whether verbally, in writing, or in any electronic media or medium whatsoever, that resident's apartment is available for occupancy, for any period of time whatsoever, by any non-resident or non-occupant, if said occupancy is, or will be, in exchange for any compensation or consideration whatsoever (including, without limitation, the payment of money and/or trade and/or barter of other goods, services, or property occupancy rights).

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum

HEAD OF HOUSEHOLD
Mohamed Kassem
SIGNED 6/22/2024 AT 5:58PM EDT

LEASE SIGNATORY
K Michelson
SIGNED 6/20/2024 AT 12:26PM EDT

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CAMERA ADDENDUM

This Camera Addendum is made and entered into as of the date of the Apartment Lease Contract (the "Lease") executed by Lenox Farms (the "Owner") and the resident(s) Mohamed Kassem (the "Resident", whether one or more) identified below. The purpose of this Addendum is to clarify the purpose of cameras in the Owner's apartment community. For and in consideration of the mutual promises contained herein and in the Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Cameras. Resident acknowledges that there are cameras that have been installed in certain common areas of the apartment community. However, Resident further acknowledges that the cameras are mechanical devices, can malfunction or be rendered inoperative at any time and should not be relied upon by Resident for any type of security services.

2. Resident's representations regarding security. Resident represents that Resident will not rely upon the Cameras for any type of security services and that Resident will contact the local law enforcement agency in the event of any security concerns. In the event of an emergency, Resident agrees to call 911. Resident further represents that it has made whatever decisions it desires with respect to obtaining insurance coverage Resident deems appropriate to protect Resident, occupants of Resident's unit or their respective belongings.

3. Resident's acknowledgements regarding security. Resident acknowledges that: (i) the cameras are not to be construed as a representation or an express or implied warranty of security; (ii) there is no guarantee or representation that the cameras are monitored, operable or working; (iii) the cameras are not to be construed as a representation that they will, in any way, increase Resident's personal security or the security of other occupants in Resident's unit or guests; (iv) there is no guarantee against crime or of reduced risk of crime; (v) Resident and all occupants and guests must exercise due care for Resident's own and others' safety and security; and (vi) the Owner is not responsible for injury, damage or loss to person or property caused by the criminal acts of others. Resident further acknowledges that Resident will be as cautious as possible with respect to Resident's property and surroundings and that the Owner suggests Resident get to know Resident's neighbors and always lock Resident's apartment door whenever Resident leaves the apartment.

4. Conflicts. To the extent the terms of this Addendum conflict with the terms of the Lease, the terms of this Addendum shall control.

I read, understand and agree to comply with the preceding provisions: *[All residents must sign here]*

Resident Date	Resident Date	Resident Date
Resident Date	Resident Date	**Owner Representative** **Date**

HEAD OF HOUSEHOLD
Mohamed Kassem
SIGNED 8/22/2024 AT 9:25PM EDT

LEASE SIGNER LOR
K Nicholsen
SIGNED 8/30/2024 AT 12:26PM EDT

Date Filed: 4/20/2026 3:04 PM
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Rider 1 to Lease Addendum
Liability Insurance Required of Resident

In this document, the terms "you" and "your" refer to all residents signing below; the terms "we," "us," and "our" refer to the owner named in the Lease Contract (not to the property manager or anyone else).

1. **Rider 1.** This Rider 1 supplements the Lease Addendum Liability Insurance Required of Resident to the Lease Contract (the "Lease") dated 09/07/2024 between Lenox Farms ("Owner") and Mohamed Kassem ("Residents") (list all original residents named in paragraph 1 of the Lease) for residential unit No. 905 located at 550 Liberty Street in Braintree, MA, the ("Premises"). By signing below, you acknowledge and agree that you have read, understand, and agree to comply with the provisions of this Rider 1.

2. **INTERESTED PARTY.** You agree to provide written proof of the required insurance coverage and agree to ensure your insurance company lists:
Lenox Farms– UDR, Inc.
P.O. Box 115009
Carrollton, TX 75011-5009 as an interested party.

3. **DEFAULT AND FORCE PLACEMENT.** Except where prohibited by law, failure to obtain and maintain liability insurance as required under the Lease Contract and this Addendum is an immediate, material default under the terms of your Lease Contract. In such event, we will send a written notice to you demanding that you cure the violation by procuring the required insurance and supplying evidence of coverage to us. If you fail to obtain and supply evidence of such insurance to us on or before the date set forth in your notice, we shall be entitled to exercise all rights and remedies under the Lease Contract and applicable law, including but not limited to the right to procure liability-only insurance coverage on your behalf and at your sole cost and expense, but we shall be under no obligation to procure such coverage on your behalf. **SUCH COVERAGE SHALL PROTECT ONLY OUR INTERESTS, AND WILL NOT COVER ANY OF YOUR PERSONAL PROPERTY OR OFFSET ANY OF YOUR LIABILITY FOR ANY DAMAGES THAT YOU MAY BE HELD ACCOUNTABLE FOR, AND SHALL REMAIN IN PLACE DURING THE TERM OF THE LEASE CONTRACT UNTIL SUCH TIME YOU PROVIDE EVIDENCE OF YOUR OWN LIABILITY INSURANCE POLICY.** If we procure liability-only insurance coverage on your behalf, we will charge you, and you agree to pay, **$10.00 per month. This includes the $5.825 premium payable to the insurance company, $0.175 taxes and fees due to state insurance governing bodies and a $4.00 administrative fee for the expense of processing monthly payments and administering the insurance program. You agree that this administrative fee is a liquidated damages provision, and not a penalty, and that such amount is a fair and reasonable estimate of the administrative costs we will incur as a result of procuring the liability insurance coverage for you and administering and overseeing such coverage.**

4. By signing this Addendum, you agree to pay us $10.00 per month as set forth in paragraph 3 above, in addition to all other obligations under the Lease Contract. You also agree that the premium payment made by us on your behalf, and the administrative fee, will be considered additional rent and failure to pay such amounts shall entitle us to exercise any and all remedies applicable to your failure to pay rent when due, including, without limitation, the assessment of late fees in accordance with the Lease Contract. **YOU ACKNOWLEDGE AND AGREE THAT ANY LIABILITY-ONLY INSURANCE COVERAGE OBTAINED BY US ON YOUR BEHALF MAY NOT BE AS BENEFICIAL TO YOU AS YOUR OWN INSURANCE AND THE PREMIUMS MAY BE MORE EXPENSIVE THAN THE PREMIUMS DUE IF YOU WERE TO OBTAIN AND MAINTAIN A RENTER'S INSURANCE POLICY ON YOUR OWN BEHALF.**

5. **BINDING AGREEMENT.** The parties acknowledge and agree that this Rider 1 shall be binding upon their heirs, legal representatives, successors and assigns.

Resident or Residents

(All residents must sign here)

HEAD OF HOUSEHOLD
Mohamed Kassem
SIGNED 8/29/2024 AT 5:26PM EDT

Owner or Owner's Representative

(Signs below)

LEASE SIGNER UDR
K Nicholson
SIGNED 8/30/2024 AT 12:26PM EDT

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Date Filed: 4/20/2026 3:04 PM
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The first page of your lease contains a lot of very important information about our agreement. We encourage you to review page one of your lease very closely.

When is my rent due?
Your rent is due on the first of each month.

When is my payment late? How much is the fee?
The late date and late fee are listed in paragraph 6 (or 7 for sites located in Pennsylvania) or the Special Provisions section.

How do I pay my rent?
We prefer that you pay rent via ACH for free at www.MyUDR.com.

Do you accept cash?
No, we never accept cash.

What is the definition of a lease holder and an occupant?
UDR considers a lease holder to be any person who is 18 years or older. Occupants are children or legal dependents of lease holders. Lease holders are financially and legally responsible for the lease.

What happens if I have insufficient funds?
If your payment is rejected or returned due to insufficient funds, you will be required to pay a returned payment charge and will also owe a late fee as described above.

What utilities do I pay for?
Paragraph 7 in most states (8 in Pennsylvania and 11 in Washington D.C.) states which utilities WE are responsible for paying. You are responsible for paying all other utilities. Each property is different. Your utility addendum(s) contain more specific information about your utilities.

Why am I required to get renters insurance? Where do I get it?
Because your comfort and financial security are important to us, we require that all new and renewing residents obtain and maintain a renter's insurance policy with a minimum of $100,000 personal liability coverage. You may obtain this inexpensive insurance conveniently through our referral provider (Information is available on www.MyUDR.com) or the insurer of your choice. In these economic times it makes sense to protect of your personal belongings in the rare event of a disaster. Renter's insurance is an inexpensive solution that will provide coverage for those things you've worked so hard for.

What do I need to do if want to move out?
If you choose to move out you must give us a written notice in accordance with your lease.

If my lease expires and I have not renewed, what happens?
If your lease expires and you have not renewed, you will be required to pay a month-to-month rental rate, which will most likely be higher than a standard renewal rate.

What do I do if I need service in my apartment?
Please submit all service requests in writing through www.MyUDR.com.

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What are my responsibilities when moving out?
You must leave your apartment clean and in good condition and meet all financial obligations as detailed in your lease and addenda. You must return all keys and access devices to our representative. It is your responsibility to schedule and attend a post-move out inspection of your apartment with our representative, if you choose to do so.

Thermostat Temperature Set Points (for communities with heating and cooling)
In an effort to help reduce energy consumption, we would like to provide you with some recommended thermostat temperature set points to be used during your tenancy with us. By setting your home thermostats within the below guidelines, you can help lead the cause of improving the environmental footprint at our communities.

Winter Season - 68 (F)
Summer Season - 78 (F)

The temperature ranges are based on ASHRAE standards that have been determined to provide for optimal human comfort, productivity, and safety while reducing energy cost and greenhouse gas emissions to the lowest level possible.

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Utility Information

What utilities do I pay for?
Each property is different. Your utility addendum(s) show which utilities you are responsible for paying. Please review this documentation carefully.

When is my utility payment due?
Your utility payment is due the first of every month along with your rent.

What happens if I have a non-sufficient funds issue?
If your payment is rejected or returned due to insufficient funds, you will be required to pay a returned payment charge and may also owe a late fee as described above.

Can the utility rates go up?
Yes. You can expect your utility charges to increase each year upon the renewal of your lease.

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Mold Information

About Mold?
Mold is found virtually everywhere in our environment. It is found inside and outside, and in both new and old structures. Molds are naturally occurring microscopic organisms which have existed practically since the beginning of time. All of us have lived with mold all our lives.

What do I need to do to prevent mold?
There are many ways to prevent mold. Some common ways are listed below.
Keep your apartment clean, especially the kitchen, bathrooms, carpets and floors.
Remove visible moisture on windows, walls, ceilings, floors and other surfaces as soon as possible.
Look for any water leaks and be sure to use exhaust fans when showering or cooking.
Notify us in writing about any air conditioning or heating problems you might have and if you see any sign of a water leak.

What do I do if I think I have mold?
Contact us immediately.

Does Renter's Insurance help me with damages to my personal belongings?
Every policy is different, so be sure to check with your insurance provider for details regarding your coverage.

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Voluntary Buy Out Agreement

When do I use this Buy Out Agreement? (also called the Early Termination Agreement in TX)
You can use this Buy Out Agreement if you would like to move out of your apartment prior to your lease end date.

How much notice do I have to give?
The notice required to buy out of your lease is listed in paragraph 3, section a.

How much is the buy out fee?
The buyout fee is either listed in paragraph 3, section f, OR is defined in the Special Provisions section.

When is the buy out fee due to be paid?
Paragraph 4 of the Buy Out Addendum states how many days you have to pay the buy out fee.

Can you show my unit after I have given notice?
Yes.

What if I am not sure about my options?
Contact the Leasing Office and we will help explain further.

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Satellite

How much is the satellite dish deposit?

The satellite dish deposit is listed in paragraph 10 (paragraph 29 of the lease in D.C.).

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Inventory and Condition Form

What should I do with this form?

Please note all defects or damage in the apartment on this form and return it to our representative. Otherwise, everything will be considered to be in a clean, safe and good working condition. Mark through any items that do not exist in or apply to your apartment.

How quickly do I need to turn this in?

This form should be turned into us within 48 hours of move in.

What is this form used for?

This form protects both you (the resident) and us (the owner). We will use it in determining what should and should not be considered your responsibility upon move out.

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Utility Information

What utilities do I pay for?
Each property is different. Your utility addendum(s) show which utilities you are responsible for paying. Please review this documentation carefully.

When is my utility payment due?
Your utility payment is due the first of every month along with your rent.

What happens if I have a non-sufficient funds issue?
If your payment is rejected or returned due to insufficient funds, you will be required to pay a returned payment charge and may also owe a late fee as described above.

Can the utility rates go up?
Yes. You can expect your utility charges to increase each year upon the renewal of your lease.

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ADDITIONAL SPECIAL PROVISIONS

DWELLING UNIT DESCRIPTION. Unit No. 905 550 Liberty Street *(street address)* in Braintree *(city)*, Massachusetts, 02184 *(zip code)*.

LEASE CONTRACT DESCRIPTION. Lease Contract date: August 21, 2024
Owner's Name: Lenox Farms Limited Partnership

Residents *(list all residents)*: Mohamad Kassem

You will be liable to us for a reletting charge equaling one month's rent as listed in section 6 of the Lease Contract excluding any additional rent charges such as parking, storage, or pet rent, if you (1) fail to provide us with written move-out notice as required pursuant to paragraphs 20 and 33 herein; or (2) move out without paying rent in full for the entire lease contract term or renewal period; or (3) move out at our demand because of your default; (4) or are judicially evicted. PLEASE BE ADVISED THAT THE RELETTING CHARGE IS NOT A CANCELLATION FEE OR BUY-OUT FEE AND DOES NOT RELEASE YOU FROM YOUR OBLIGATIONS UNDER THIS LEASE CONTRACT. The reletting charge is a liquidated amount covering only part of our damages for the time, effort and our expense in finding and processing a replacement resident. These damages are difficult to ascertain and uncertain and you agree that the reletting charge is a reasonable estimate of such damages and that this charge is due whether or not our reletting attempts succeed. The reletting charge does not release you from continued liability for future or past due rent, charges for damages, or other sums due. Trash compactors are to be used solely for trash related items that can be placed through trash compactor doors without resistance due to size. A fee will be imposed for the clogging of a trash compactor due to packing the trash compactor with oversized items. Cardboard boxes are not permitted to be disposed of in trash compactors. Cardboard boxes must be disposed of via the recycling areas on the community. The fees for violating these community rules are as follows: $250 1st offense, $300 2nd offense, $500 3rd offense. Resident understands and agrees resident that he/she is subject to all fines/penalties assessed on the community as a result of the resident's failure to properly dispose of rubbish/recycling materials. For units with hardwood floors: To help alleviate noise and sound generated by Residents, including, but not limited to walking noise, from disturbing persons in apartments below and adjacent to the Premises, Residents agree to keep at least 80 percent of the total square footage of hard flooring surfaces in the Premises covered with suitable rugs at all times during the term of the Lease. Residents will acquire and maintain rugs at Residents' sole cost and expense. Failure to adhere to these terms shall be a breach of the Lease. Balconies/Patios/Decks: Resident(s) agree(s) not to store and/or keep any items and/or personal property other than patio furniture in said area, including, but not limited to, the following: trash, bulk items, sporting goods, towels, laundry, small appliances, boxes, toys, strollers, indoor furniture, rugs, screening and fencing, signs, holiday decor, and lights on balconies/patios/decks. Failure to remove items from Balconies/Patios/Decks upon seven (7) days' notice from the Landlord will result in mandatory fees as follows: (1) $100.00 1st offense; (2) $150.00 2nd offense; and (3) $200.00 3rd offense. Said fees shall be come due as additional rent and a violation of this rule will constitute a violation of the lease. "You will be required to reimburse us our actual costs to replace or restart equipment in your apartment home incurred by us due to your tampering with, turning off or disabling equipment placed in your apartment by our maintenance team or third-party vendors. Such costs typically start at $100 or more and include but are not limited to the costs of daily equipment rental plus the cost of our vendor's or employee's time. You will be required to reimburse us for cancellation fees that start at $300 for refusing access to scheduled repairs that have been communicated with 48 hours' notice.

Resident(s) *(All residents must sign)*	**Date of Signing Addendum**

Owner or Owner's Representative	**Date of Signing Addendum**

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HEAD OF HOUSEHOLD
Mohamad Kassem
SIGNED 8/22/2024 AT 5:26PM EDT

LEASE SIGNER NOW
K Mahahon
SIGNED 8/20/2024 AT 12:26PM EDT

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NO-SMOKING ADDENDUM

Date: August 21, 2024
(when this Addendum is filled out)

Use of any product(s) involving smoking, burning, or combustion is prohibited in any portion of the dwelling and/or the entire Community.

1. **DWELLING UNIT DESCRIPTION.**
Unit No. 905, 550 Liberty Street (*street address*) in Braintree (*city*), Massachusetts, 02184 (*zip code*).

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract date: August 21, 2024
Owner's name: Lenox Farms Limited Partnership

Residents (*list all residents*):
Mohamed Kaseem

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **DEFINITION OF SMOKING.** Smoking refers to any use or possession of a cigar, cigarette, electronic cigarette, hookah, vaporizer, dab pen, jual, bowl, bong, or pipe which can be used to burn, light, vaporize, or ignite a product including, but not limited to, tobacco, marijuana, nicotine salts, THC cartridges, vape liquids, juul pods, oils or any other similar products, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke or vapor from such product.

4. **SMOKING ANYWHERE INSIDE BUILDINGS OF THE COMMUNITY IS STRICTLY PROHIBITED.** All forms of smoking or possession of smoking products is strictly prohibited inside any dwelling, building, or interior of any portion of the Community. Any violation of the no-smoking policy is a material and substantial violation of this Addendum and the Lease Contract.

The prohibition on use of any burning, lighted, vaporized, or ignited products or smoking extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the Community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, dwellings, club house, exercise or spa facility, tennis courts, all interior areas of the Community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the Community or in the enclosed spaces on the surrounding Community grounds.

5. **SMOKING OUTSIDE BUILDINGS OF THE COMMUNITY.** In the event of such specially marked areas, smoking must be at least 1000 feet from the building in the Community, including administrative office buildings. If the previous field is not completed (and smoking is permitted outside of buildings as provided herein), smoking is only permitted at least 25 feet from the buildings in the Community, including administrative office buildings. The smoking-permissible areas are marked by signage. The distance referenced above applies on development grounds **and** may apply even if you are on public property to the extent that your and/or your guest's conduct interferes with other residents' rights to quiet enjoyment of their apartment home and/or the common areas.

Smoking on balconies, patios, and common areas attached to or outside of your dwelling is not permitted.

The following outside areas of the Community may be used for smoking: _____

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the dwellings or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests. We reserve the right to modify or change the designated areas through modification to our community policies upon notification to all residents.

6. **YOUR RESPONSIBILITY FOR DAMAGES AND CLEANING.** You are responsible for payment of all costs and damages to your dwelling, other residents' dwellings, or any other portion of the Community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this Addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease Contract are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of smoke, vapor, or any other byproduct of the referenced products, which permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling or building is in excess of normal wear and tear in our smoke free Community.

7. **YOUR RESPONSIBILITY FOR LOSS OF RENTAL INCOME AND ECONOMIC DAMAGES REGARDING OTHER RESIDENTS.** You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwellings, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

8. **LEASE CONTRACT TERMINATION FOR VIOLATION OF THIS ADDENDUM.** We have the right to terminate your Lease Contract or right of occupancy of the dwelling for any violation of this No-Smoking Addendum. Violation of this addendum is a material and substantial default or violation of the Lease Contract. Despite the termination of the Lease Contract or your occupancy, you will remain liable for rent through the end of the Lease Contract term or the date on which the dwelling is re-rented to a new occupant, whichever comes first. Therefore, you may be responsible for payment of rent after you vacate the leased premises even though you are no longer living in the dwelling.

9. **EXTENT OF YOUR LIABILITY FOR LOSSES DUE TO SMOKING.** Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Contract or any other addendum.

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Housing - Metro South
Docket Number: 24H82SP03575

10. **YOUR RESPONSIBILITY FOR CONDUCT OF OCCUPANTS, FAMILY MEMBERS, AND GUESTS.** You are responsible for communicating this community's no-smoking policy and for ensuring compliance with this Addendum by your occupants, family, guests, and invitees.

11. **THERE IS NO WARRANTY OF A SMOKE FREE ENVIRONMENT.** Although we prohibit smoking in all interior parts of the Community, there is no warranty or guaranty of any kind that your dwelling or the Community is and/or will be smoke free. Smoking in certain limited outside areas may be allowed as provided above, and certain areas may be in close proximity that are not under our control. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are able and/or obligated to investigate and act, and you must thereafter cooperate with us in the prosecution of such violations.

    This is an important and binding legal document. By signing this Addendum you are agreeing to follow our no-smoking policy and you are acknowledging that a violation could lead to termination of your Lease Contract or right to continue living in the dwelling. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this Addendum.

12. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

_____

_____

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Resident or Residents
(All residents must sign here)

_____

_____

_____

_____

_____

_____

Owner or Owner's Representative
(Sign here)

_____

© 2019 National Apartment Association, Inc. and Massachusetts Housing Partnership

Mohamed Hussein
4/20/2026 3:04 PM EDT

K Michelson
4/20/2026 AT 12:04 PM EDT

Date Filed: 4/20/2026 3:04 PM
Housing Court
Docket Number: 24H82SP03575
Date Filed: 4/20/2026 3:04 PM
Housing Court
Docket Number: 24H82SP03575

GREEN LEASE ADDENDUM

In this document, the terms "you" and "your" refer to all residents signing below; the terms "we," "us," and "our" refer to the owner named in the Lease Contract (not to the property manager or anyone else).

1. **ADDENDUM.** This Green Lease Addendum supplements the Lease Contract (the "Lease") beginning 09/07/2024 between Lenox Farms ("Owner") and Mohamed Kassem ("Residents") (list all original residents named in paragraph 1 of the Lease) for residential unit No. 905 located at 550 Liberty Street in Braintree, MA, the ("Premises"). By signing below, you acknowledge and agree that you have read, understand, and agree to comply with the provisions of this Addendum.

2. **GREEN LEASE.** We believe that responsible use of our natural resources is a responsibility we all share. In support of our commitment to promoting a "green community," we request the cooperation of each resident in a wide-range of sustainability and energy conservation initiatives and programs. You agree to support our efforts, and ensure that all household members and guests will comply with all sustainability and energy conservation practices and guidelines applicable to the Premises and as described herein.

3. **WATER**: Water leaks not only waste water and cost money, but can also cause damage to the community. We make every effort to identify and fix known leaks, but your assistance is critical in identifying leaks within your apartment. Please notify property management if you find a leak in your home in accordance with your obligations outlined in the lease agreement. In some instances, we will be installing technology that may help in water leak identification, but even with this technology we request your continued diligence in notifying property management.

4. **ENERGY**: Energy is the combination of gas and electric consumption. Depending on your community the use of gas and electric can vary by building type and region. Where possible we have installed energy efficient appliances and fixtures, and programmable thermostats. The use of the appliances, lights, air conditioner, and heat within your apartment home will impact our community's environmental footprint. Please be aware and conscientious of the impact you have through your use of these modern conveniences.

5. **SUSTAINABLE MEASURES.**
We appreciate your willingness to cooperate with us in implementing any upgrades to the community or the Premises to reduce the environmental impact of our community, including, providing access to the Premises to make such upgrades as needed

You acknowledge Owner has the right to install meters at any time to facilitate the monitoring of utility usage at our community, and to use data obtained from such meters for internal analysis and benchmarking and to communicate aggregated consumption data for reporting environmental performance of the community.

6. **RECYCLING.** You should be aware of all recycling, composting and waste sorting practices, if any, at your community. Some of these are instituted as required by local ordinances and some in accordance with our community specific policies.

7. **AMENITIES AND COMMON AREAS.** Please note any rules regarding the use of outdoor common spaces, community gardens, and landscaped areas. We make every effort to procure low carbon energy, where possible, to be consumed at the community.

I have read, understand and agree to comply with the preceding provisions: *[All residents must sign here]*

Resident Signature	Date	Resident Signature	Date	Resident Signature	Date
Resident Signature	Date	Resident Signature	Date	**Owner Representative**	**Date**

HEAD OF HOUSEHOLD
Mohamed Kassem
SIGNED 8/22/2024 AT 5:28PM EDT

LEASE SIGNER UDR
K Nicholson
SIGNED 8/30/2024 AT 12:26PM EDT

Date Filed: 4/20/2026 3:04 PM
Housing - Metro South
Docket Number: 24H82SP03575
Date Filed: 5/5/2026 7:18 PM
Housing - Metro South
Docket Number: 24H82SP03575

SMART HOME ADDENDUM

This SMART HOME Addendum ("Addendum") is incorporated into the Lease beginning 09/07/2024 between Lenox Farms ("Owner" or "we" or "us") and Mohamed Kassem ("Resident(s)" or "you"), with respect to the rental of residential unit No. 905 (the "Premises"), which is located at 550 Liberty Street, Braintree, MA 02184, and is in addition to the terms and conditions of the Lease. All terms used in this Addendum shall have the same meaning as in the Lease, unless otherwise specifically noted. To the extent that the terms of this Addendum conflict with those of the Lease, the terms of this Addendum shall control. The term "our" refers to Owner, and the term "your" refers to Resident(s).

1. **Smart Home.** Subject to Owner's right to cancel or modify this Addendum at any time, Owner is providing the services and equipment listed below (hereinafter, referred to collectively as the "**Smart Home Equipment**").

   - Smart Thermostat
   - Smart Door Lock
   - Smart Water Sensors (2)
   - Smart Plug
   - Smart Hub

2. **Software and Mobile Applications.** Some features of Smart Home Equipment may be used only by downloading and using the **Smart Rent** mobile application available for smartphones and tablets via the Apple App Store for iOS devices and the Google Play Store for Android devices (the "**Mobile App**" and together with the Smart Home Equipment, the "Smart Home"). Your use of the Mobile App is subject to all terms and conditions of the license agreement for the Mobile App. More information regarding the terms and conditions of the license agreement may be found on the corresponding Mobile App websites. You acknowledge and agree that the Mobile App and the Mobile App websites are not owned, controlled or managed by Owner. You understand that the Smart Home is not supervised, inspected, patrolled, or monitored in any way.

3. **Equipment Damage and Replacement.** You understand that use of the Smart Home features may involve installation of certain equipment in the Premises, and or providing certain equipment to you. If you remove, lose, damage, or destroy any of the Smart Home Equipment, you will be responsible for the full replacement and/or repair cost of such Smart Home Equipment, plus any applicable installation fees. You agree not to unplug or otherwise remove or tamper with the Smart Home Equipment, including the Smart Hub. You acknowledge and agree that unplugging the Smart Hub will compromise the Smart Home Equipment's connectivity, functionality and performance. In addition to any costs associated with the repair or replacement of damaged or lost Smart Home Equipment, You also agree to reimburse Owner any costs incurred to plug in and reconnect Smart Home Equipment that has been unplugged or removed by You. Further, in the event that a third-party service provider or vendor assists in installing or activating the Smart Home Equipment and charges a fee for cancelling, rescheduling, or missing an appointment, then you are liable for the full amount of the fee. All Smart Home Equipment used in connection with Smart Home must be approved and/or installed by Owner's maintenance employees or approved vendors. When you move in, we will supply batteries for your Smart Lock.; after that, you will replace the batteries at your expense. You agree that you are responsible for monitoring the Smart Lock's battery life which can be monitored via email or text message notifications from Smart Rent. You agree that if you become locked out of your apartment after our normal business hours due to battery failure and require after hours service from us, you may be charged our actual costs for the service of our after-hours technician granting you access to your apartment.

4. **Severability.** If any provision of this Addendum is declared or found to be illegal, unenforceable, or void, in whole or in part, then the parties shall be relieved of all obligations arising under such provision, but only to the extent that it is illegal, unenforceable, or void, it being the intent and agreement of the parties that this Addendum shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefor another provision that is legal and enforceable and achieves the same objectives.

5. **ENTIRE AGREEMENT.** This Addendum sets for the entire agreement between the parties with respect to all matters set forth herein. There have been no additional oral or written representations or agreements. No modifications of this Addendum shall be allowed unless in writing

Date Filed: 4/20/2026 3:04 PM
Housing - Metro South
Docket Number: 24H82SP03575
Date Filed: 04/20/2026 3:04 PM
Housing - Metro South
Docket Number: 24H82SP03575

and signed by the Residents and the Owner. Except as herein modified or amended, the provisions, conditions and terms of the Lease shall remain unchanged and in full force and effect. In the case of any inconsistency between the provisions of the lease and this Addendum, the provisions of this Addendum shall govern and control.

6. **Binding Agreement.** The parties acknowledge and agree that this Addendum shall be binding upon their heirs, legal representatives, successors and assigns.

I have read, understand and agree to comply with the preceding provisions: *[All residents must sign here]*

Resident Signature	Date	Resident Signature	Date	Resident Signature	Date
Resident Signature	Date	Resident Signature	Date	**Owner Representative**	**Date**

HEAD OF HOUSEHOLD
Mohamed Kassem
SIGNED 8/22/2024 AT 5:09PM EDT.

LEASE SIGNER UDR
K Nicholson
SIGNED 8/30/2024 AT 12:26PM EDT

Date Filed: 4/20/2026 3:04 PM
Housing - Metro South
Docket Number: 24H82SP03575
Date Filed: 4/20/2026 3:04 PM
Housing - Metro South
Docket Number: 24H82SP03575

Rhino Security Deposit Replacement Addendum

This Rhino Security Deposit Replacement Addendum ("Addendum") is incorporated into the Lease dated 09/07/2024 between Lenox Farms ("Owner" or "we" or "us" or "our") and Mohamed Kassem (*list all Residents*) ("Resident(s)" or "you" or "your"), with respect to the rental of residential unit No. 905, which is within the multi-family residential Community whose leasing office is located at 550 Liberty St, Braintree, MA 02184-7373, and is in addition to the terms and conditions of the Lease. All terms used in this Addendum shall have the same meaning as in the Lease, unless otherwise specifically noted. To the extent that the terms of this Addendum conflict with those of the Lease, the terms of this Addendum shall control.

RHINO POLICY. This Addendum applies to Resident(s) that purchased a security deposit replacement policy with Rhino ("Rhino Policy") in lieu of paying us the security deposit required under the Lease. The Rhino Policy is subject to our review to ensure that the Rhino Policy meets the required coverage limits. Your Rhino Policy is governed by the terms and conditions of the agreement between you and Rhino, and Owner is not a party to the agreement between you and Rhino.

Maintaining Required Coverage
If you have chosen to purchase a Rhino Policy, you agree to maintain and provide proof that your Rhino Policy remains active and in good standing through your entire residency with us, including the duration of your initial lease term, any additional lease renewal terms and any lease terms that converts to a month to month tenancy. Should you fail to maintain an active Rhino Policy as required under this Addendum, upon our written demand therefor, you agree to immediately provide a security deposit in the amount set forth in our written demand, not to exceed the maximum security deposit permitted by applicable law, to be held by us as your required security deposit under the Lease.

Failure to maintain an active Rhino Policy or security deposit required under the Lease is a default under the Lease entitling us to all remedies under the Lease for your default.

Notwithstanding anything to the contrary in the Lease, you acknowledge that should you opt to purchase and Landlord accept your Rhino Policy, Landlord will not hold a security deposit on your behalf. Any amounts paid as a security deposit by you will be applied to rent under the Lease.

Move Out Charges
After you move out, you agree that we may file a claim with Rhino for any unpaid amounts due and owing under the Lease. You understand and agree that Rhino may satisfy our claim and may pay us all or some of the amounts owed to us by you and Rhino may seek reimbursement from you of any amounts paid to us under the Rhino Policy in accordance with your agreement with Rhino. You hereby waive and release Owner from any and all claims you may have arising out of the Rhino Policy and your agreement with Rhino.

ENTIRE AGREEMENT. This Addendum sets forth the entire agreement between the parties with respect to all matters set forth herein. There have been no additional oral or written representations or agreements. No modifications of this Addendum shall be allowed unless in writing and signed by the Residents and the Owner. Except as herein modified or amended, the provisions, conditions and terms of the Lease shall remain unchanged and in full force and effect. In the case of any inconsistency between the provisions of the Lease and this Addendum, the provisions of this Addendum shall govern and control.

BINDING AGREEMENT. The parties acknowledge and agree that this Addendum shall be binding upon their heirs, legal representatives, successors and assigns.

I have read, understand and agree to comply with the preceding provisions: *[All residents must sign here]*

Resident Signature	Date	Resident Signature	Date	Resident Signature	Date
Resident Signature	Date	Resident Signature	Date	**Owner Representative**	**Date**

HEAD OF HOUSEHOLD
Mohamed Kassem
SIGNED 8/22/2024 AT 5:28PM EDT

LEASE SIGNER UDR
K Nicholson
SIGNED 8/30/2024 AT 12:25PM EDT

Date Filed: 4/20/2026 3:04 PM
Housing - Metro South
Docket Number: 24H82SP03575
Date Filed: 4/20/2026 3:04 PM
Housing - Metro South
Docket Number: 24H82SP03575

ANIMAL ATTESTATION ADDENDUM

This ANIMAL ATTESTATION Addendum ("Addendum") is incorporated into the Lease beginning 09/07/2024 between Lenox Farms ("Owner" or "we" or "us") and Mohamed Kassem ("Resident(s)" or "you"), with respect to the rental of residential unit No. 905 (the "Premises"), which is located at 550 Liberty Street, Braintree, MA 02184, and is in addition to the terms and conditions of the Lease. All terms used in this Addendum shall have the same meaning as in the Lease, unless otherwise specifically noted. To the extent that the terms of this Addendum conflict with those of the Lease, the terms of this Addendum shall control. The term "our" refers to Owner, and the term "your" refers to Resident(s).

1. **Animal Attestation.** You will disclose if you have a pet or animal of any size or kind that will reside in your home at any time during your residency, including renewal leases and leases that convert to a month-to-month tenancy. You agree that prior written permission from us is required to keep a pet or animal of any size or kind, in your home during your tenancy. If we grant permission, you must sign an animal addendum and pay additional monthly rent and/or an animal deposit or a non-refundable animal fee in compliance with your Lease and applicable law. These amounts will be outlined in the animal addendum. You understand and agree that NO pet or animal sitting or visitation (for any length of time and inside or outside your rental unit) is allowed during your tenancy unless you have prior written permission from us. Unless you have signed an animal addendum, you hereby affirm that you will not keep an animal in your home during your tenancy except in compliance with the Lease and this Addendum.

2. **Pet Rent For Unauthorized Animals.** Should we discover an animal is residing within your home during your tenancy without our prior written consent, or should you disclose that you have an animal(s) that will reside in your home, you agree to pay additional monthly pet rent per animal, in an amount equal to $85.00 per month, effective the date which we provide you with notice of our discovery of the animal residing in your home. You further agree to sign an animal addendum at our request; however, should you fail to sign an animal addendum at our request, the monthly pet rent will continue to be charged and is due with rent on the 1st of every month.

3. **Severability.** If any provision of this Addendum is declared or found to be illegal, unenforceable, or void, in whole or in part, then the parties shall be relieved of all obligations arising under such provision, but only to the extent that it is illegal, unenforceable, or void, it being the intent and agreement of the parties that this Addendum shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefor another provision that is legal and enforceable and achieves the same objectives.

4. **Entire Agreement.** This Addendum sets for the entire agreement between the parties with respect to all matters set forth herein. There have been no additional oral or written representations or agreements. No modifications of this Addendum shall be allowed unless in writing and signed by the Residents and the Owner. Except as herein modified or amended, the provisions, conditions and terms of the Lease shall remain unchanged and in full force and effect. In the case of any inconsistency between the provisions of the lease and this Addendum, the provisions of this Addendum shall govern and control.

5. **Binding Agreement.** The parties acknowledge and agree that this Addendum shall be binding upon their heirs, legal representatives, successors and assigns.

I have read, understand and agree to comply with the preceding provisions: *[All residents must sign here]*

Resident Signature	Date	Resident Signature	Date	Resident Signature	Date
Resident Signature	Date	Resident Signature	Date	Resident Signature	Date

HEAD OF HOUSEHOLD
Mohamed Kassem
SIGNED 8/22/2024 AT 5:29PM EDT

LEASE SIGNER UDR
K Nicholson
SIGNED 8/30/2024 AT 12:29PM EDT

Date Filed: 4/20/2026 3:04 PM
Housing - Metro South
Docket Number: 24H82SP03575

EXHIBIT B

Date Filed: 4/20/2026 3:04 PM
Date Filed: 12/23/2024 10:33 AM
Docket Number: Housing Court Metro South
Docket Number:

Scolnick Laverty & Gouveia LLP

Mohamed Kassem
Danny Abouelkhier
550 Liberty Street, #905
Braintree, MA 02184

November 20, 2024

Re: 550 Liberty Street, #905, Braintree, MA 02184

Dear Mohamed Kassem and Danny Abouelkhier:

We hereby give you written notice of the following:

A. Your tenancy at the above referenced apartment will be terminated seven (7) days from the date that you receive this notice pursuant to your lease agreement.

B. Such termination shall take place on said date due to the fact that you are allegedly allowing an unauthorized individual, specifically, Sandra Frommer, to reside on the premises without having obtained the prior written permission of your landlord. These actions are in direct violation of your lease agreement.

C. If you are considered disabled under applicable state or federal law, you have the right to a reasonable accommodation to resolve occupancy agreement violations, if such violations were a result of such disability.

D. If you remain in your apartment on the date specified for termination, as recited in Paragraph A above, Management may seek to enforce the termination only by bringing a judicial action in court, at which time you may present a defense to the eviction.

E. Any monies paid by you after the date of this notice shall be accepted for use and occupancy only and not for rent; shall not waive this notice or any subsequent eviction, nor shall it create a new tenancy.

Very truly yours,

Lisa M. Gouveia, Esq., Attorney for
Lenox Farms Limited Partnership, Landlord

cc: Lenox Farms

25 Braintree Hill Office Park, Suite 205
Braintree, MA 02184
(781) 843-7700

Date Filed: 4/20/2026 3:04 PM
Date Filed: 1/30/2025 8:23 AM
Docket Number: 24H82SP03575

RETURN OF SERVICE

Occupant: Danny Abouelkhier

I hereby certify and return that on **November 22, 2024,** I served a copy of the within: **Notice to Quit**, upon the within named individual in the following manner:

By leaving true and attested copies at the within named: **Danny Abouelkhier's,** last and usual place of abode. Said service was made at **550 Liberty Street, #905, Braintree, MA 02184**. I further certify and return that on the same day, I mailed true and attested copies to the above stated address.

Dated: November 22, 2024



Jeffery Belisle, Constable

Date Filed: 4/20/2026 3:04 PM
Docket Number: 24H82SP03575

RETURN OF SERVICE

Occupant: Mohamed Kassem

I hereby certify and return that on **November 22, 2024,** I served a copy of the within: **Notice to Quit**, upon the within named individual in the following manner:

By leaving true and attested copies at the within named: **Mohamed Kassem's**, last and usual place of abode. Said service was made at **550 Liberty Street, #905, Braintree, MA 02184**. I further certify and return that on the same day, I mailed true and attested copies to the above stated address.

Dated: November 22, 2024

Jeffery Belisle, Constable

Date Filed: 4/20/2026 3:04 PM
Housing - Metro South
Docket Number: 24H82SP03575

EXHIBIT C

Date Filed: 4/20/2026 3:04 PM
Date Filed: 12/23/2024 11:39 AM
Docket Number: Housing Court Docket Number

¡Importante! ¡Traducir! Enpòtan! Tradwi! Quan Trọg! Dich!

IMPORTANT: THIS IS A NOTICE OF A COURT CASE TO EVICT YOU - PLEASE READ CAREFULLY
IMPORTANTE: ESTA ES UNA NOTIFICACION DE UN CASO EN CORTE RESPETO A PRECEDIMIENTOS DE DESALOJO - POR FAVOR DE LEER CON CUIDADO!

SUMMARY PROCESS (EVICTION) SUMMONS AND COMPLAINT

MASSACHUSETTS TRIAL COURT

eSUMMONS DOCUMENT ID (For Housing Court Use Only): MD24 - C3A0AD875A

DOCKET NO. (court use only)	COURT DEPARTMENT	COURT DIVISION/COUNTY
	HOUSING COURT	METRO SOUTH DIVISION

CASE TYPE (Applicable only to case filed in Boston Municipal Court or District Court)

- ☐ Residential – Nonpayment of Rent *(Affidavit pursuant to G.L. c. 186, §31 required at time of filing)*
- ☒ Residential – Cause Other Than Nonpayment of Rent
- ☐ Residential – No Cause (No Fault)
- ☐ Commercial
- ☐ Foreclosure

To: Defendant(s)/Tenant(s)/Occupant(s): Mohamed Kassem; Danny Abouelkhier
Important: Any individual named must be at least 18 years old.

Address: 550 Liberty Street, #905 City/Town: Braintree, MA Zip Code: 02184

E-Mail Address: _____ Telephone: _____

THIS IS A COMPLAINT TO EVICT YOU. YOU DO NOT NEED TO LEAVE YOUR PREMISES UNTIL ORDERED TO DO SO BY THE COURT. YOU WILL BE SERVED WITH A SEPARATE NOTICE THAT WILL INFORM YOU WHEN AND WHERE YOU MUST APPEAR IN COURT.

You are required to appear in Court to defend against the complaint of:

Plaintiff/Landlord/Lessor/Owner: Lenox Farms Limited Partnership

Address: 550 Liberty Street City/Town: Braintree, MA Zip Code: 02184

E-Mail Address: _____ Telephone: _____

This complaint states that you occupy the premises at 550 Liberty Street, #905, Braintree, MA, which brings you within the jurisdiction of this Court. The Plaintiff/Landlord/Lessor/Owner is asking the Court to evict you because:
SEE ATTACHED

The Plaintiff/Landlord/Lessor/Owner claims unpaid rent or "use and occupancy" (or both) to date in the total amount of: $_____. (If rent or "use and occupancy" (or both) is claimed, Plaintiff/Landlord/Lessor/Owner must complete the "account annexed" below or attach a rent ledger.)

☒ Check here if the Plaintiff/Landlord/Lessor/Owner also claims any rent or "use and occupancy" (or both) that becomes due and is unpaid after the complaint is filed.

ACCOUNT ANNEXED (itemize)

_____ _____

plus any monies that become due and owing during the pendency of this action.

Lisa M. Gouveia, Esquire
Printed Name of Plaintiff/Landlord/Lessor/Owner or Attorney

Lisa M. Gouveia
Signature of Plaintiff/Landlord/Lessor/Owner or Attorney

25 Braintree Hill Off. Pk. Ste. 205, Braintree, MA 02184
Address of Plaintiff/Landlord/Lessor/Owner or Attorney

lgouveia@slglegalgroup.com
E-Mail of Plaintiff/Landlord/Lessor/Owner or Attorney

781-843-7700 Telephone 658954 BBO #

To the Sheriff of our several counties, or their Deputies, or any constable of any City or Town within said Commonwealth, Greetings: We command you to summon the within named defendant(s)/tenant(s)/occupant(s) to appear as herein ordered.

WITNESS:

Neil K. Sherring
First Justice or Chief Justice

Nella M. Lussier
Clerk Magistrate

Service By: 12-16-24

Entry Date: 12-23-24
Plaintiff/Landlord/Lessor/Owner MUST Provide Entry Date for Proper Service

Revised 7/2024

Date Filed: 4/20/2026 3:04 PM
Date Filed: 12/23/2024 10:33 AM
Docket Number: Housing Court
Docket Number:

¡Importante! ¡Traducir! Enpòtan! Tradwi! Quan Trọg! Dich!

NOTICE TO ALL PARTIES: If you need a free interpreter or reasonable accommodations, please call the Court Clerk's Office. The Clerk's Office may also be able to provide you with information about available resources or services, such as the Lawyer for the Day Program. For information about emergency help for housing costs, visit: https://www.mass.gov/how-to/apply-for-raft-emergency-help-for-housing-costs, or call 211 for help.

NOTICE TO PLAINTIFF/LANDLORD/LESSOR/OWNER: The officer must complete the below return of service. Service must be made on each defendant no later than the seventh day and no earlier than the thirtieth day before the Entry Date. In appropriate cases, proper evidence of the Notice to Quit must be provided upon the filing of this Complaint. **A P.O. Box will not be accepted as an address for the Plaintiff.**

NOTICE TO EACH DEFENDANT/TENANT/OCCUPANT(S): After this case is filed with the Court, you will be served a separate Notice with information about when and where you must appear in court, and the type of court event that will be conducted. If you do not receive a Notice, please contact the Court Clerk's Office. You (or your attorney) must participate in all Court events to present your defense and any claims. You (or your attorney) must also file a written Answer to this Complaint. An "Answer" is your written response stating the reason(s) why you should not be evicted and may also include claims you have against the plaintiff.

You must file (eFile, deliver or mail) your Answer with the Court Clerk's Office and serve (deliver or mail) a copy to the plaintiff (or plaintiff's attorney) at the address shown in this summons. eFiling can be accessed at http://www.efilema.com. An Answer may not be emailed to the Court. The Court's Notice will also include the deadline by which the Answer must be received by the Court Clerk's Office and received by the plaintiff (or the plaintiff's attorney). **If you do not file and serve an Answer, or if you fail to appear at your Court event, the Court may issue rulings and a judgment against you.**

OFFICER'S RETURN

On _____ I served the within-named defendant(s):

_____,

and summonsed him/her/they/them as herein directed, in the following manner (please check off all that apply):

- ☐ in hand to each named defendant(s).
- ☐ leaving it at the last and usual place of abode of each named defendant(s) at the following address:

  _____
- ☐ mailed first-class to each named defendant(s) at the following address: _____.

Fees for Service

Service	$ _____
Copy/Attest	$ _____
Travel	$ _____
Use of Car	$ _____
Mailing	$ _____
Total	$ _____

_____
Signature of Officer

_____
Printed Name of Officer

_____
Address of Officer

_____
Telephone Number of Officer

Revised 7/2024

Date Filed: 4/20/2026 3:04 PM
Date Filed: 12/23/2024 10:35 AM
Docket Number: Housing Court 2485
Docket Number:

¡Importante! ¡Traducir! Enpòtan! Tradwi! Quan Trọng! Dich!

IMPORTANT NOTICE TO ALL PARTIES

If you need a free interpreter or reasonable accommodations, please call the Court's Clerk's Office. For information about the Lawyer for the Day Program, Tenancy Preservation Program, or other services that may help both parties with their case, please go to:
https://www.mass.gov/guides/housing-court-resources

IMPORTANT NOTICE TO PLAINTIFF/LANDLORD/LESSOR/OWNER: Have the Officer complete and return the below return notice. Service must be made on each defendant(s) not later than the seventh day and not earlier than the thirtieth day before the Monday entry date. This form must be filed in Court no later than the close of business on the scheduled Monday entry date. In appropriate cases, proper evidence of notice to quit must be provided to this Court upon the filing of this Complaint.
A P.O. box will not be accepted as an address for the Plaintiff

Defendant: Mohamed Kassem

Officer's Return

Norfolk, ss Date: December 13, 2024

City/Town: Braintree

By virtue of this Writ, I this day served the within-named each defendant/tenant/occupant, and summonsed him/her as herein directed, by ~~giving in hand to~~

or leaving it at the last and usual place of abode at 550 Liberty Street, #905, Braintree, MA 02184

A copy of this summons was mailed first class to each defendant/tenant/occupant at the address on: December 13, 2024

Fees for Service

Service	$ 30.00
Copy/Attest	$ 1.00
Travel	$ 20.00
Use of Car	$ 20.00
Mailing	$ 1.00
TOTAL	$ 72.00

Signature of Officer Jeffrey Belisle, Constable
Court Appointed Process Server
Printed Name of Officer
35 Madison Avenue, Suite 1
Cambridge MA 02140
Address of Officer
857-285-6901
Telephone Number of Officer

IMPORTANT NOTICE TO EACH DEFENDANT/TENANT/OCCUPANT: When this case is filed with the Court, the Court will send a notice with the date, time, and how the court event will be conducted. If you do not receive a notice, please contact the Court's Clerk's Office at **508-894-4170**

You (or your attorney) must participate in all Court events to present your defense. You (or your attorney) must also file a written Answer to this Complaint. An Answer is your response stating the reason(s) why you should not be evicted and may include any claims you have against the Plaintiff. A Summary Process Answer Form is available on the Housing Court's website at www.mass.gov/lists/housing-court-forms and in the Clerk's Office.

You must file (e-file, deliver or mail) your Answer with the Court's Clerk's Office and serve (deliver or mail) a copy on the Plaintiff (or Plaintiff's attorney) at the address shown in this summons. **The Court's notice about the court event will also include the deadline by which the Answer must be received by the Court's Clerk's Office and received by the Plaintiff (or the Plaintiff's Attorney).**

Date Filed: 4/20/2026 3:04 PM
Date Filed: 12/23/2024 10:38 AM
Housing Court-Metro South
Docket Number: 24H79CV003975
Docket Number:

¡Importante! ¡Traducir! Enpòtan! Tradwi! Quan Trọng! Dich!

IMPORTANT NOTICE TO ALL PARTIES

If you need a free interpreter or reasonable accommodations, please call the Court's Clerk's Office. For information about the Lawyer for the Day Program, Tenancy Preservation Program, or other services that may help both parties with their case, please go to:
https://www.mass.gov/guides/housing-court-resources

IMPORTANT NOTICE TO PLAINTIFF/LANDLORD/LESSOR/OWNER: Have the Officer complete and return the below return notice. Service must be made on each defendant(s) not later than the seventh day and not earlier than the thirtieth day before the Monday entry date. This form must be filed in Court no later than the close of business on the scheduled Monday entry date. In appropriate cases, proper evidence of notice to quit must be provided to this Court upon the filing of this Complaint.
A P.O. box will not be accepted as an address for the Plaintiff

Defendant: Danny Abouelkhier

Officer's Return

Norfolk, ss Date: December 13, 2024

City/Town: Braintree

By virtue of this Writ, I this day served the within-named each defendant/tenant/occupant, and summonsed him/her as herein directed, by ~~giving or leaving~~ to _____

or leaving it at the last and usual place of abode at 550 Liberty Street, #905, Braintree, MA 02184

A copy of this summons was mailed first class to each defendant/tenant/occupant at the address on: December 13, 2024

Fees for Service

Service	$ 30.00
Copy/Attest	$ 1.00
Travel	$ 20.00
Use of Car	$ 20.00
Mailing	$ 1.00
TOTAL	$ 72.00

Signature of Officer Jeffrey Belisle, Constable
Court Appointed Process Server
Printed Name of Officer
35 Madison Avenue, Suite 1
Cambridge MA 02140
Address of Officer
857-285-6901
Telephone Number of Officer

IMPORTANT NOTICE TO EACH DEFENDANT/TENANT/OCCUPANT: When this case is filed with the Court, the Court will send a notice with the date, time, and how the court event will be conducted. If you do not receive a notice, please contact the Court's Clerk's Office at **508-894-4170**

You (or your attorney) must participate in all Court events to present your defense. You (or your attorney) must also file a written Answer to this Complaint. An Answer is your response stating the reason(s) why you should not be evicted and may include any claims you have against the Plaintiff. A Summary Process Answer Form is available on the Housing Court's website at **www.mass.gov/lists/housing-court-forms** and in the Clerk's Office.

You must file (e-file, deliver or mail) your Answer with the Court's Clerk's Office and serve (deliver or mail) a copy on the Plaintiff (or Plaintiff's attorney) at the address shown in this summons. **The Court's notice about the court event will also include the deadline by which the Answer must be received by the Court's Clerk's Office and received by the Plaintiff (or the Plaintiff's Attorney).**

Date Filed: 4/20/2026 3:04 PM
Date Filed: 12/23/2024 10:33 AM
Docket Number: Housing Matter Docket
Docket Number:

LENOX FARMS LIMITED PARTNERSHIP

V.

MOHAMED KASSEM; DANNY ABOUELKHIER

You failed to vacate the premises after being duly served with a notice to terminate. Such termination shall take place on said date due to the fact that you are allegedly allowing an unauthorized individual, specifically, Sandra Frommer, to reside on the premises without having obtained the prior written permission of your landlord. These actions are in direct violation of your lease agreement.

Date Filed: 4/20/2026 3:04 PM
Housing - Metro South
Docket Number: 24H82SP03575

EXHIBIT D

Date Filed: 4/20/2026 3:04 PM
Housing - Metro South
Docket Number: 24H82SP03575

Lenox Farms

Kassem, Mohamed (Unit 905)
Resident ledger - as of Property date: 03/29/2026

Unit	Date	Period	Ctrl#	Code	Description	Doc#	Charges	Credits	Balance
905	03/03/2026	032026		LATEFEE	Late Charges - February 2026		$455.20		$99409.76
905	03/01/2026	032026		RENT	Rent		$4552.00		$98954.56
905	03/01/2026	032026		LIABILITY INS	Liability Insurance		$14.00		$94402.56
905	03/01/2026	032026		MTOM	Month To Month Fee		$1500.00		$94388.56
905	03/01/2026	032026		MWBD	Water Charge 01/01/2026-01/31/2026 1070625601	10017999111	$128.01		$92888.56
905	02/19/2026	022026		ATTY	Attorney's Fees - 84912		$387.50		$92760.55
905	02/19/2026	022026		ATTY	Attorney's Fees - 84968		$1240.00		$92373.05
905	02/02/2026	022026		LATEFEE	Late Charges - Kassem		$455.20		$91133.05
905	02/01/2026	022026		RENT	Rent		$4552.00		$90677.85
905	02/01/2026	022026		LIABILITY INS	Liability Insurance		$14.00		$86125.85
905	02/01/2026	022026		MTOM	Month To Month Fee		$1500.00		$86111.85
905	02/01/2026	022026		MWBD	Water Charge 12/01/2025-12/31/2025 1070625601	10014954861	$126.98		$84611.85
905	01/22/2026	012026		ATTY	Attorney's Fees - 83538		$193.75		$84484.87
905	01/01/2026	012026		RENT	Rent		$4552.00		$84291.12
905	01/01/2026	012026		LIABILITY INS	Liability Insurance		$14.00		$79739.12
905	01/01/2026	012026		MTOM	Month To Month Fee		$1500.00		$79725.12
905	01/01/2026	012026		MWBD	Water Charge 11/01/2025-11/30/2025 1070625601	10011853811	$82.02		$78225.12
905	12/31/2025	012026		LATEFEE	Late Charges		$455.20		$78143.10
905	12/15/2025	122025		RENT	Rent		$2496.26		$77687.90
905	12/15/2025	122025		LIABILITY INS	Liability Insurance		$14.00		$75191.64
905	12/15/2025	122025		MTOM	Month To Month Fee		$822.58		$75177.64
905	12/01/2025	122025		LATEFEE	Late Charges - November 2025		$455.20		$74355.06
905	12/01/2025	122025		RENT	Rent		$2055.74		$73899.86
905	12/01/2025	122025		LIABILITY INS	Liability Insurance		$10.00		$71844.12
905	12/01/2025	122025		MWBD	Water Charge 10/01/2025-10/31/2025 1070625601	10009460591	$63.22		$71834.12
905	11/01/2025	112025		RENT	Rent		$4552.00		$71770.90
905	11/01/2025	112025		LIABILITY INS	Liability Insurance		$10.00		$67218.90
905	11/01/2025	112025		MWBD	Water Charge 09/01/2025-09/30/2025 1070625601	10006600281	$18.79		$67208.90
905	10/31/2025	112025		LATEFEE	Late Charges		$455.20		$67190.11
905	10/01/2025	102025		LATEFEE	Late Charges - Kassem		$455.20		$66734.91
905	10/01/2025	102025		RENT	Rent		$4552.00		$66279.71
905	10/01/2025	102025		LIABILITY INS	Liability Insurance		$10.00		$61727.71
905	10/01/2025	102025		MWBD	Water Charge 08/01/2025-08/31/2025 1070625601	10003487271	$97.79		$61717.71
905	09/01/2025	092025		RENT	Rent		$4552.00		$61619.92
905	09/01/2025	092025		LIABILITY INS	Liability Insurance		$10.00		$57067.92
905	09/01/2025	092025		MWBD	Water Charge 07/01/2025-	10000949181	$99.98		$57057.92
								Balance	$99,409.76

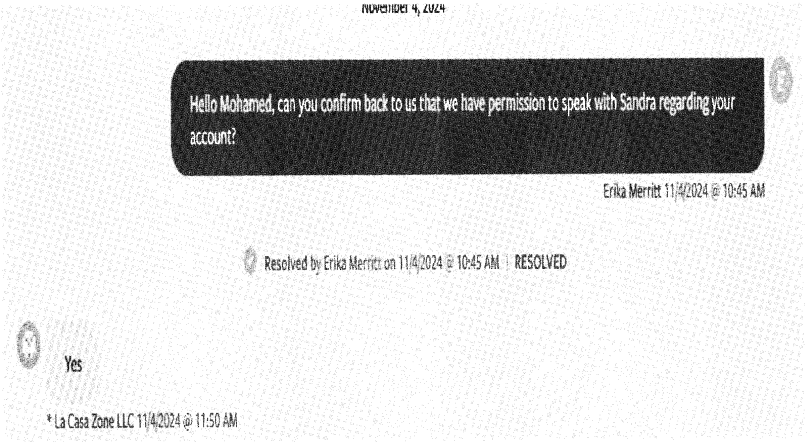
Unit	Date	Period	Ctrl#	Code	Description	Doc#	*	Charges	Credits	Balance
					07/31/2025 1070625601					
905	08/31/2025	092025		LATEFEE	Late Charges			$455.20		$56957.94
905	08/01/2025	082025		RENT	Rent			$4552.00		$56502.74
905	08/01/2025	082025		LIABILITY INS	Liability Insurance			$10.00		$51950.74
905	08/01/2025	082025		MWBD	Water Charge 06/01/2025-06/30/2025 1070625601	9997949791		$100.51		$51940.74
905	07/31/2025	082025		LATEFEE	Late Charges			$455.20		$51840.23
905	07/02/2025	072025		LATEFEE	Late Charges - Kassem			$455.20		$51385.03
905	07/01/2025	072025		RENT	Rent			$4552.00		$50929.83
905	07/01/2025	072025		LIABILITY INS	Liability Insurance			$10.00		$46377.83
905	07/01/2025	072025		MWBD	Water Charge 05/01/2025-05/31/2025 1070625601	9995016741		$109.29		$46367.83
905	06/01/2025	062025		RENT	Rent			$4552.00		$46258.54
905	06/01/2025	062025		LIABILITY INS	Liability Insurance			$10.00		$41706.54
905	06/01/2025	062025		MWBD	Water Charge 04/01/2025-04/30/2025 1070625601	9992222931		$106.30		$41696.54
905	05/31/2025	062025		LATEFEE	Late Charges			$455.20		$41590.24
905	05/01/2025	052025		LATEFEE	Late Charges - April 2025			$455.20		$41135.04
905	05/01/2025	052025		RENT	Rent			$4552.00		$40679.84
905	05/01/2025	052025		LIABILITY INS	Liability Insurance			$10.00		$36127.84
905	05/01/2025	052025		MWBD	Water Charge 03/01/2025-03/31/2025 1070625601	9988931831		$115.24		$36117.84
905	04/14/2025	042025		ATTY	Attorney's Fees - Kassem			$193.75		$36002.60
905	04/14/2025	042025		ATTY	Attorney's Fees - Kassem			$930.00		$35808.85
905	04/01/2025	042025		RENT	Rent			$4552.00		$34878.85
905	04/01/2025	042025		LIABILITY INS	Liability Insurance			$10.00		$30326.85
905	04/01/2025	042025		MWBD	Water Charge 02/01/2025-02/28/2025 1070625601	9986394011		$57.36		$30316.85
905	03/31/2025	042025		LATEFEE	Late Charges			$455.20		$30259.49
905	03/02/2025	032025		LATEFEE	Late Charges - February 2025 Rent			$455.20		$29804.29
905	03/01/2025	032025		RENT	Rent			$4552.00		$29349.09
905	03/01/2025	032025		LIABILITY INS	Liability Insurance			$10.00		$24797.09
905	03/01/2025	032025		MWBD	Water Charge 01/01/2025-01/31/2025 1070625601	9983189441		$80.35		$24787.09
905	02/17/2025	022025		ATTY	Attorney's Fees - Kassem			$155.00		$24706.74
905	02/17/2025	022025		ATTY	Attorney's Fees - Kassem			$310.00		$24551.74
905	02/01/2025	022025		RENT	Rent			$4552.00		$24241.74
905	02/01/2025	022025		LIABILITY INS	Liability Insurance			$10.00		$19689.74
905	02/01/2025	022025		MWBD	Water Charge 12/01/2024-12/31/2024 1070625601	9979505261		$104.66		$19679.74
905	01/31/2025	022025		LATEFEE	Late Charges			$455.20		$19575.08
905	01/14/2025	012025		ATTY	Court Entry Fee			$162.00		$19119.88
905	01/01/2025	012025		RENT	Rent			$4552.00		$18957.88
								Balance		$59,409.74

Date Filed: 4/20/2026 3:04 PM
Housing - Metro South
Docket Number: 24H82SP03575

Unit	Date	Period	Ctrl#	Code	Description	Doc#	Charges	Credits	Balance
905	01/01/2025	012025		LIABILITY INS	Liability Insurance		$10.00		$14405.88
905	01/01/2025	012025		MWBD	Water Charge 11/01/2024-11/30/2024 1070625601	9977024671	$91.27		$14395.88
905	12/31/2024	012025		LATEFEE	Late Charges		$455.20		$14304.61
905	12/01/2024	122024		LATEFEE	Late Charges - Kassem		$455.20		$13849.41
905	12/01/2024	122024		RENT	Rent		$4552.00		$13394.21
905	12/01/2024	122024		LIABILITY INS	Liability Insurance		$10.00		$8842.21
905	12/01/2024	122024		MWBD	Water Charge 10/01/2024-10/31/2024 1070625601	9973734091	$51.38		$8832.21
905	11/01/2024	112024		RENT	Rent		$4552.00		$8780.83
905	11/01/2024	112024		LIABILITY INS	Liability Insurance		$10.00		$4228.83
905	11/01/2024	112024		MWBD	Water Charge 09/01/2024-09/30/2024 1070625601	9971695882	$1.48		$4218.83
905	11/01/2024	112024		ELEC	Electricity Charge 09/01/2024-09/30/2024 1070625601	9971695881	$64.75		$4217.35
905	10/31/2024	112024		LATEFEE	Late Charges		$376.60		$4152.60
905	10/02/2024	102024	412	PMTOPACH	WelcomeHome ACH payment -- Mohamed Kassem	HH5V1MGRA04		$786.00	$3776.00
905	10/01/2024	102024		RENT	Rent		$4552.00		$4562.00
905	10/01/2024	102024		LIABILITY INS	Liability Insurance		$10.00		$10.00
905	09/23/2024	092024	445	PMTOPCARD	WelcomeHome card payment -- Mohamed Kassem	237J9MGRZZ1		$10.00	$0.00
905	09/07/2024	092024		RENT	Rent		$3641.60		$10.00
905	09/07/2024	092024		LIABILITY INS	Liability Insurance		$10.00		$-3631.60
905	09/07/2024	092024	422	PMTOPIRD	Check Scan - Mohamed Kassem	4657003124		$3641.60	$-3641.60
								Balance	$99,409.76

Date Filed: 4/20/2026 3:04 PM
Housing - Metro South
Docket Number: 24H82SP03575

EXHIBIT E



Date Filed: 4/20/2026 3:04 PM
Docket Number: 24-CR-025575

Date Filed: 4/20/2026 3:04 PM
Housing Metro Court
Docket Number: 24H82SP03575

Outlook

Re: [CASE:1660807] 905 Follow up Lenox Farms

From mkassem0115@gmail.com <mkassem0115@gmail.com>
Date Wed 11/13/2024 1:20 PM
To mkassem0115@gmail.com <mkassem0115@gmail.com>
Cc Lenox Farms <lenoxfarms@udr.com>

[WARNING: This message is from an EXTERNAL source]

Hello ,
I hope this message finds you well.

I am reaching out to confirm that all access codes for the apartment and garage were deactivated on November 11, 2024. Additionally, I would appreciate it if you could send me the necessary paperwork confirming the early termination of the lease, with no fees associated with the early termination.

Could you also provide a statement of the outstanding balance for October, along with a prorated balance for November?

Thank you for your attention to these details.

Warm regards,
Mohamed Kassem

> On Nov 12, 2024, at 9:29 AM, MKASSEM0115@gmail.com wrote:
>
> Yes im confirming.
>
> Best
> Mkassem
>
> > On Nov 12, 2024, at 9:05 AM, Lenox Farms <lenoxfarms@udr.com> wrote:
> >
> > Hello Mohamed,
> >
> > We are confirming that you have returned possession of the unit as of 11/11.
> >
> > Please confirm back to us in writing.

Date Filed: 4/20/2026 3:04 PM
Date Filed: 4/6/2026 7:18 PM
Housing Court
Housing - Metro South
Docket Number: 24H82SP03575
Docket Number: 24H82SP03575

Warmest Regards,

Erika Merritt
Lenox Farms Luxury Apartments & Town Homes
Professionally Owned & Operated by UDR, Inc
550 Liberty Street
Braintree, Massachusetts 02184
T 781.843.8443 **F** 781.843.8442
This email message is for the sole use of the intended recipient(s) and may contain confidential and privileged information.

From: Mohamed Kassem <mkassem0115@gmail.com>
Sent: Friday, November 8, 2024 10:15 AM
To: Lenox Farms <lenoxfarms@udr.com>
Subject: Re: [CASE:1660807] 905 Follow up Lenox Farms

[WARNING: This message is from an EXTERNAL source]

Hello , i would like to get acces to the account with my name and cancel the garge acces , thank you so much .

On Thu, Nov 7, 2024 at 12:17 PM Lenox Farms <lenoxfarms@udr.com> wrote:

> Thank you for letting us know.
>
> Warmest Regards,
>
> **Erika Merritt**
> **Lenox Farms Luxury Apartments & Town Homes**
> Professionally Owned & Operated by UDR, Inc
> 550 Liberty Street
> Braintree, Massachusetts 02184
> **T** 781.843.8443 **F** 781.843.8442
> This email message is for the sole use of the intended recipient(s) and may contain confidential and privileged information.
>
> ---
>
> **From:** mkassem0115@gmail.com <mkassem0115@gmail.com>
> **Sent:** Thursday, November 7, 2024 11:22 AM
> **To:** MKASSEM0115@gmail.com <MKASSEM0115@gmail.com>
> **Cc:** Lenox Farms <lenoxfarms@udr.com>
> **Subject:** Re: [CASE:1660807] 905 Follow up Lenox Farms
>
> ---
>
> [WARNING: This message is from an EXTERNAL source]
>
> Hello lenox farm team , I would like to proceed early termination 11/11/2024 also can you please send a letter to the apartment as well , please call me if there is additional communication needed.

Date Filed: 4/20/2026 3:04 PM
Date Filed: 6/6/2025 7:18 PM
Housing - Metro South
Docket Number: 24H82SP03575

Best
Mkassem

Sent from my iPhone

> On Nov 6, 2024, at 10:43 AM, MKASSEM0115@gmail.com wrote:
>
> Hello Erika,
> Can you CC in the previous emails to have the full image, because I would get this situation resolved as soon as possible.
>
> Best
> Mkassem
>
> > On Nov 4, 2024, at 2:08 PM, Lenox Farms (SendGrid) <lenoxfarms@apartment-updates.com> wrote:
> >
> > Hello Mohamed,
> >
> > We wanted to follow up on the phone conversation from today 11/4/24.
> >
> > We understand you are looking to be released from the lease agreement. We are able to let you out of the lease agreement waiving the early terminated penalties if you are able to provide us with a date that you and all occupants will vacate the home.
> >
> > Please let us know a date you would like to vacate the apartment home at your earliest convenience.
> >
> > Warmest Regards,
> >
> > Erika Merritt
> > Community Director

Date Filed: 4/20/2026 3:04 PM
Date Filed: 4/20/2026 3:04 PM
Housing Court
Docket Number: 24H82SP05575
Docket Number: 24H82SP05575

Outlook

RE: [CASE:1660807] 905 Lenox Farms-Maintenance Request Access

From Ryan Conefrey <rconefrey@udr.com>
on behalf of
Lenox Farms <lenoxfarms@udr.com>
Date Mon 12/2/2024 2:36 PM
To mkassem0115@gmail.com <mkassem0115@gmail.com>; Lenox Farms <lenoxfarms@udr.com>

Good Afternoon Mohammed,

Below is the most recent email that was sent by Sandra that we are attempting to address with you as the leaseholder to gain access to review the concerns noted. We have not responded or been in communication with Sandra since you requested that to stop. We have been working with legal to try and resolve the matter but circumstances surrounding this situation has not made a resolution simple. We would highly recommend you speak directly with our legal counsel to better understand the process that is currently taking place.

Legal Contact:
Lisa Gouveia
lgouveia@slglegalgroup.com
781-843-7700

From: sandra frommer <sandiafrommer@gmail.com>
Sent: Sunday, December 1, 2024 1:34 PM
To: Erika Merritt <erikajmerritt@udr.com>
Subject: Water stains / Mold

[WARNING: This message is from an EXTERNAL Source]

Good afternoon, Erica,

Happy Thanksgiving! I hope you had a wonderful long weekend with your family.

I wanted to follow up on a few urgent maintenance issues that need attention:

1. HVAC Leak and Structural Concerns:
   - As I mentioned earlier, the gas pipe connected to the HVAC is leaking, and rusting has caused black mold to form against the wall in the master bedroom.
   - There is now a water stain on the ceiling below (the guest bathroom).
   - The water is causing the floor beneath the HVAC to become wet and soft, creating a risk of the HVAC falling due to its weight.
2. Stove Replacement:
   - I want to remind you that the stove was supposed to be replaced, as it is not functioning. I have not received any updates regarding this issue.
3. Leaks in the Facade:
   - There is a leak in the facade of the downstairs bedroom, which will worsen with rain.
   - With this, there are now leaks on both the first and third floors that require urgent attention.

Please let me know how and when these issues will be addressed. The combination of these problems is creating significant safety and health risks.

Thank you,
Sandra
Sent from my iPhone

Ryan Conefrey
District Manager
UDR and its affiliated companies
Boston District

Date Filed: 4/20/2026 3:04 PM
Housing - Metro South
Docket Number: 24H82SP03575
Date Filed: 6/9/2025 7:08 EDT
Housing - Metro South
Docket Number: 24H82SP03575

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508-921-0110
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From: mkassem0115@gmail.com <mkassem0115@gmail.com>
Sent: Monday, December 2, 2024 2:20 PM
To: Lenox Farms <lenoxfarms@udr.com>
Subject: Re: [CASE:1660807] 905 Lenox Farms-Maintenance Request Access

[WARNING: This message is from an EXTERNAL source]

Dear Lenox Farms Representative,

1. Please provide me with all the previous communication between the management and Sandra concerning this apartment.

2. I would also like the building's lawyer to contact me directly to explain why I am still associated with this apartment, considering we had agreed on early termination of my lease as of November 11th.

I look forward to your prompt response to address these concerns.

Best regards,
Mohamed Kassem

> On Dec 2, 2024, at 10:37 AM, MKASSEM0115@gmail.com wrote:
>
> Good Morning,
>
> I'm not sure what maintenance request are you referring too as i already signed the early termination agreement since November 11th, 2024. With that been said i don't authorize or agree to any maintenance request until this legal issue is resolved. I also dont authorize any communication with anyone regarding this apt except me.
>
> Thanks and have a great day ahead
>
> > On Dec 2, 2024, at 8:51 AM, Lenox Farms (SendGrid) <lenoxfarms@apartment-updates.com> wrote:

Date Filed: 4/20/2026 3:04 PM
Date Filed: 6/5/2026 7:18 PM
Housing Court Metro South
Docket Number: 24H82SP03575

Good Morning Mohammed,

Sandra has requested review of a couple maintenance related concerns in the home at Lenox Farms. Since you are the lease holding resident, all of our communication to coordinate access will need to run through you going forward until this legal situation is resolved. Can you confirm we may enter to review these concerns with a vendor on Wednesday or Thursday of this week between 9am-4pm? Since we are coordinating with a vendor to be on-site on this day, we will need confirmation that access will be granted to avoid any last minute cancellation fees.

Thank you,

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COMMONWEALTH OF MASSACHUSETTS

HOUSING COURT – METRO SOUTH DIVISION

DOCKET NO.: 24H82SP03575

MOTION TO INTERVENE

Filed By: Sandra Frommer

550 Liberty st unit 905

Braintree, MA, 02184

INTRODUCTION

Now comes the Proposed Intervenor, **Sandra F.**, and respectfully moves this Honorable Court to allow intervention in the above-referenced matter pursuant to **Massachusetts Rule of Civil Procedure 24(a)**. This motion is brought to protect my housing rights, address false accusations made against me, and ensure that this case is adjudicated fairly and lawfully with all necessary parties included.

The current case is procedurally and substantively defective, as it excludes me a directly affected party, my minor son who is not taken in consideration and is based on false, retaliatory and malicious claims made by Defendant **Mohamed Kassem**, in coordination with Plaintiff **Lenox Farm**. These actions, including the issuance of a retaliatory No-Trespass Order and refusal to accept rent payments, add the minor and myself as spoken and agreed by Ryan

2. 18.25; After hearing where the intervenor was unable to provide any evidence of a tenancy with the Plaintiff, including the lack of a signed lease, evidence of payment of Rent and/or written communication from the Plaintiff denying a tenancy, the motion is DENIED.

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Conefrey (district Manager of Lenox Farms) are part of a broader campaign of retaliation aimed at destroying my family's stability and well-being.

For the reasons outlined below, I also respectfully request this Court to **dismiss the current case** for procedural defects and require Lenox Farm to **refile the matter properly**, ensuring my inclusion as a necessary party.

FACTUAL BACKGROUND

1. My Involvement with the Unit and Lenox Farm

- I began residing in the unit at Lenox Farm in November. Although I was not residing in September and October due to still residing in my old property , I proactively communicated with Lenox Farm management about my status, tenancy, and plans to add myself and my minor son to the lease once and if we moved to the property.
- I informed Lenox Farm of my temporary absence, provided my criminal background, eviction history, and passport voluntarily as an act of transparency, and ensured the building had my information on file, even though they did not explicitly request it. Fully being transparent and in constant weekly contact.

2. Issues with the Unit and Retaliation

- Mold and leaks have been persistent issues in the unit since the first month of the lease and others issues that I will bring to this court.
- Lenox Farm failed to remediate these problems despite my repeated complaints. After moving into Unit 905, mold issues were still unresolved, which is especially concerning as my son has a documented severe allergy to mold, verified by doctors and medical tests.

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- My son's medical needs make the unit's condition a serious health hazard. This information was well-known to Mohamed Kassem, as I had previously discussed it with him years ago during another mold-related issue.

3. Communications with Ryan Conofrey

- I personally initiated and requested contact with **Ryan Conofrey**, the district manager for Lenox Farm, to address the unresolved issues in the unit. I informed Mohamed via message that I intended to contact Ryan, as Mohamed himself seemed unaware of who Ryan was.
- After I spoke with Ryan, he informed me that he had also spoken with Mohamed. Ryan stated that Mohamed agreed to add me to the lease and promised to send me a link to complete the process, he promised to resolve the issues in the unit and requested for me to pay November rent (Mohamed's Obligation) before Monday in order not to file an eviction (due to withholding rent for the month of October due to issues in the unit). Which we agreed.

However, shortly after this, communication from Lenox Farm ceased, and a **No-Trespass Order** was issued against me instead.

4. Contradictions in Plaintiff's Claims

- Defendant Mohamed Kassem claims to have hired attorney Jeremy in December specifically for this matter. However, this is false, as Mohamed has worked with Jeremy for years on unrelated cases involving his unlawful subletting of apartments through Airbnb and Vrbo , using **false city registration licenses** to mislead renters and property owners to represent him in evictions.

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- In fact, Mohamed provided me with attorney Jeremy's contact information years ago during another related issue in my previous unit. I have emails from Jeremy as evidence, proving that both he and Mohamed were aware of my identity and my son's medical condition.
- Despite this knowledge, neither Mohamed nor Jeremy contacted me directly regarding the allegations in this case. If Mohamed genuinely believed I was using his name without authorization, the proper and expected course of action would have been for Jeremy to contact me. Instead, they bypassed me entirely and went directly to Lenox Farm with defamatory statements, leading to retaliatory actions against me and my family, as they state in this court case.

5. Connection to VFC (business partnership of Mohamed Kassem and Dany Abouelkhier) and Broader Retaliation

- Defendant Mohamed Kassem's actions in this case are part of a broader campaign of retaliation against my family.
- In Suffolk Superior Court, Mohamed and his associates filed false affidavits to unlawfully remove **Danny Abouelkhier,** the rightful founder and manager of **Virtual Fulfillment Center, LLC (VFC),** from his business. These affidavits, signed under penalty of perjury, misrepresented Danny's role and ownership. Lawsuit filed by Danny Abouelkhier around the same time of Mohamed and Lenox farm actions (November 2024). Including hiring an attorney specifically to remove Danny Abouelkhier from his founding, ownership and managerial role in VFC illegally.
- The retaliatory actions in this housing case align with the timing of the VFC case, showing a coordinated effort to harm my family financially and emotionally.

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6. Impact on My Son

- My minor son, who is homeschooled, has suffered severe health consequences due to Lenox Farm's refusal to address hazardous conditions in the unit.
- Defendant Mohamed Kassem and Lenox Farm's coordinated actions have placed my son's health and stability at risk, constituting **child endangerment under Massachusetts law.**

LEGAL ARGUMENTS FOR INTERVENTION

1. Direct Interest in the Case

Under **Massachusetts Rule of Civil Procedure 24(a)**, intervention is appropriate where the movant demonstrates a direct interest in the subject matter of the case. My tenancy, housing stability, and my minor son's health and well-being are directly impacted by the actions of Defendant Mohamed Kassem and Lenox Farm in this matter.

2. Procedural Defects in the Current Case

The exclusion of Sandra F. as a party renders this case procedurally defective. My direct involvement with the unit and my communication with both Lenox Farm and Defendant demonstrate that I am an essential party to this matter.

3. Retaliation and Bad Faith Actions

The actions of Plaintiff and Lenox Farm represent unlawful retaliation under **M.G.L. Chapter 186, §18.** Their coordinated efforts to harm my family financially and emotionally are evident in

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the timeline of events, including the issuance of the No-Trespass Order and refusal to accept rent payments.

4. Child Endangerment

Lenox Farm's refusal to address hazardous conditions in the unit, combined with Defendant's interference, has placed my son's health and safety at risk. These actions constitute **child endangerment under M.G.L. Chapter 265, §13J** and require immediate accountability.

REQUEST FOR RELIEF

I respectfully request this Honorable Court to:

1. **Grant my motion to intervene** in this case as a necessary party.
2. **Dismiss the current case** for procedural defects, as it fails to include all relevant parties, including myself.
3. Require Lenox Farm to **refile the case properly**, ensuring all relevant parties are included and given due process.
4. Issue an **order for emergency discovery** of all communications, letters, and emails exchanged between Defendant Mohamed Kassem, attorney Jeremy, and Lenox Farm between **October 31st and December 31st**, to uncover the full extent of their coordinated actions.

CONCLUSION

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This case is not merely a housing dispute it is part of a broader campaign of retaliation and harm orchestrated by Defendant Mohamed Kassem and facilitated by Lenox Farm. Their actions have endangered my family, violated my rights, and undermined the integrity of this Court's proceedings.

I respectfully urge this Court to grant my Motion to Intervene, dismiss the defective case, and require Lenox Farm to refile it with all necessary parties included.

Respectfully submitted,

Sandra Frommer

550 Liberty st unit 905

Braintree, MA 02184

CERTIFICATE OF SERVICE

I certify that a copy of this Motion to Intervene was send via email upon all parties on **01.24.2025 and a certified mail will be sent tomorrow.**

Sandra Frommer

550 Liberty St. Unit 905

Braintree, MA 02184

sandrafrommer@gmail.com

(617) 806-6566



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COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS. HOUSING COURT DEPARTMENT

METRO SOUTH DIVISION

DOCKET No. 24H82SP03575

LENOX FARMS LIMITED PARTNERSHIP,

Plaintiff,

v.

MOHAMED KASSEM, DANY ABOUELKHIER,

Defendants.

RENEWED MOTION TO INTERVENE AND MOTION TO REMOVE NO-TRESPASS ORDER WITH REQUEST FOR PROTECTIVE ORDER BY SANDRA FROMMER ON BEHALF OF HERSELF AND HER MINOR SON

NOW COMES Sandra Frommer, pro se, and respectfully renews her request to intervene in the above-captioned matter on behalf of herself and her minor child, pursuant to **Mass. R. Civ. P. 24** and Housing Court equity powers, and further moves this Honorable Court to:

1. REMOVE the retaliatory No-Trespass Order issued by Plaintiff in November 2024;

2. ENTER a Protective Order barring Plaintiff and Co-Defendant Mohamed Kassem from continuing retaliatory conduct against Ms. Frommer and her child; and

3. RECOGNIZE Ms. Frommer's lawful interest and factual status as co-occupant and caretaker of the unit subject to this Summary Process action.

6/9/25 - Denied in Lenox, See Affidavit order on Sandra Frommer's renewed motion to intervene.

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EXHIBIT G

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COMMONWEALTH OF MASSACHUSETTS

NORFOLK, SS. METRO SOUTH HOUSING COURT
DEPARTMENT OF THE TRIAL COURT
CANTON SESSION

* * * * * * * * * * * * * * * * * *
LENOX FARMS LIMITED PARTNERSHIP,
Plaintiff,

vs. Docket No. 24H82SP03575

MOHAMED KASSEM, et al.,
Defendants
* * * * * * * * * * * * * * * * * *

BEFORE THE HONORABLE NEIL K. SHERRING

APPEARANCES:

For the Plaintiff:
Scolnick, Laverty and Gouveia, LLP
25 Braintree Hill Office Park
Suite 205
Braintree, Massachusetts 02184
By: Lisa M. Gouveia, Esq.

For the Defendant Mohamed Kassem:
Law Offices of Grant B. Hecht, LLC
1443 Beacon Street
Brookline, Massachusetts 02446
By: Grant B. Hecht, Esq.

Defendant Danny Abouelkhier, Pro Se

Canton, Massachusetts
October 29, 2025

Lisa Cimmino, CET
Approved Court Transcriber

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(Court called to order.)

(9:39 a.m.)

THE CLERK: All right. We're now on the record with 24SP3575, Lenox Farms Limited Partnership vs. Mohamed Kassem and Danny Abouelkhier. This is on for Plaintiff's Motion to Order Defendants to Post Use and Occupancy, and it's also on for the Motion to Stay Proceedings Pending Appeal filed by Danny Abouelkhier.

THE COURT: All right. Thank you, Mr. Maguire. And if counsel and the parties could please state their names for the record, starting with the plaintiff.

MS. GOUVEIA: Good morning again, Your Honor. Lisa Gouveia, attorney for the plaintiff.

THE COURT: And good morning again, Attorney Gouveia. And counsel for the defendant, Mohamed Kassem.

MR. HECHT: Good morning, Your Honor. Grant Hecht for Defendant Mohamed Kassem.

THE COURT: And good morning to you, counsel. And the defendant, Danny Abouelkhier.

MR. ABOUELKHIER: Good morning, Your Honor. Danny Abouelkhier, pro se.

THE COURT: All right. Good morning to you.

MR. ABOUELKHIER: Defendant.

THE COURT: And, Mr. Maguire, could you please swear the defendant in.

THE CLERK: Can you please raise your right hand.

DANNY ABOUELKHIER, Sworn

MR. ABOUELKHIER: I do.

THE CLERK: Thank you.

THE COURT: All right. So I'm going to first address the Motion to Stay the Proceedings Pending Appeal. Was such a motion, counsel, filed in front of the Appeals Court, and to your understanding, who filed it?

MR. HECHT: I believe such motion was filed before the Appellate Court. It was not my client. I believe it was --

THE COURT: Okay.

MR. HECHT: -- the defendant, and I believe the Appellate Court denied it, stating, and this is off memory, Your Honor, that there was, like, a four-standard test, one of them being a likelihood of success on the merits, the harm and everything, and they found no likelihood of success on the merits, and they denied it -- I think they denied it twice, if I'm not mistaken. They said this --

MS. GOUVEIA: I believe that's correct.

MR. HECHT: -- this is the same motion you filed before, we're denying it again.

THE COURT: Okay. All right. Thank you. So can you tell me, Mr. Abouelkhier, why I should stay these proceedings when the Appeals Court has already denied your request to stay the proceedings?

MR. ABOUELKHIER: Well, I did not file that myself. It was Sandra for her -- for the decision of her not being intervened --

THE COURT: Oh.

MR. ABOUELKHIER: -- and that's first of all. Second of all, she still -- she will apply for the -- to re-appeal it again, meaning, like, to re-file it again to put exactly the merits that -- the points that were needed --

THE COURT: So tell me --

MR. ABOUELKHIER: -- as she is a pro-se as well.

THE COURT: -- about your motion.

MR. ABOUELKHIER: Yes. So my motion is because I think the whole case was based on unauthorized occupancy, and the co-defendant and the plaintiff --

THE COURT: Well, it's two things. It's unauthorized occupancy and also failure to pay use and occupancy following receipt of the notice, right? Those are the two things before the Court --

MR. ABOUELKHIER: I understand. So --

THE COURT: -- I believe. Is that correct, Attorney Gouveia?

MS. GOUVEIA: Yes, Your Honor.

THE COURT: All right. So what --

MR. ABOUELKHIER: Well, the whole -- the basis of the case was based on unauthorized occupancy, and when it was

filed, it was only filed for possession. There was no -- it was not filed for any monetary payments, not for non-payment of rent. It was only regarding a possession.

THE COURT: So are you --

MR. ABOUELKHIER: It's a summary -- it was a summary judgment.

THE COURT: So is it your position that because it was filed for unauthorized occupancy, you get to stay without paying?

MR. ABOUELKHIER: No, so -- well, regarding that motion for use and occupancy, I preserve my right to put it in writing, as I'm not good at speaking. I don't want to put myself in -- say something today I cannot, like, (indiscernible at 9:43:31) or prejudice myself, so I, like, I put a statement together so I could read it to the Court, because I'm not well at speaking.

THE COURT: Well, is your statement included in your motion?

MR. ABOUELKHIER: No, it's a statement I wanted to read to the Court to explain my position --

THE COURT: Okay, you can read it --

MR. ABOUELKHIER: -- regarding the motion, if --

THE COURT: -- yeah. I mean, your motion is --

MR. ABOUELKHIER: Can I read it out?

THE COURT: -- ten pages, so I figured it would be in

there, but --

MR. ABOUELKHIER: No, it's -- well, it's something I wanted to be -- so I can be prepared.

THE COURT: Okay.

MR. HECHT: Your Honor, if I may, is this for the use and occupancy hearing or --

THE COURT: No, it's for the --

MR. ABOUELKHIER: No, this is regarding the Motion to Stay.

THE COURT: -- motion to stay -- excuse me.

MR. HECHT: Okay.

THE COURT: Excuse me.

MR. ABOUELKHIER: Yes.

THE COURT: The question was to me, not to you.

MR. ABOUELKHIER: I apologize.

THE COURT: It's for the Motion to Stay --

MR. HECHT: Okay.

THE COURT: -- Proceedings Pending Appeal. All right. All right, you may proceed, Mr. Abouelkhier.

MR. ABOUELKHIER: Thank you, Your Honor. Apologize again. So the Massachusetts Appeals Court presently has jurisdiction over Frommer dvs. Lenox Farms Partnership, which squarely concerns who lawfully (indiscernible at 9:44:27) controls the subject premises. That question who is in -- who is the person in possession defines the limits of this

court's authority under GLC 239, Section 1. The landlord itself alleges that Ms. Frommer resides in the unit, yet refuses to join her -- join or serve her. A summary process action may proceed only between the person entitled to possession and the person in possession.

THE COURT: So, Mr. Abouelkhier, you're asking me to stay the proceedings, right?

MR. ABOUELKHIER: Correct.

THE COURT: And you've already told me you're not a lawyer.

MR. ABOUELKHIER: Correct.

THE COURT: Right? So under Massachusetts law, are you aware that it's a crime to act as a lawyer?

MR. ABOUELKHIER: I didn't know that. I'm not acting as a lawyer.

THE COURT: Okay. But you're advocating for someone else, aren't you?

MR. ABOUELKHIER: I see.

THE COURT: That's what a lawyer does. The lawyer advocates for the client.

MR. ABOUELKHIER: Okay, understood.

THE COURT: So you can't do that.

MR. ABOUELKHIER: Okay.

THE COURT: If you want to tell me why these proceedings need to be stayed from your perspective, I'll hear from you,

but I'm not going to be able --

MR. ABOUELKHIER: Okay.

THE COURT: -- to allow you to advocate for someone else.

MR. ABOUELKHIER: I understand.

THE COURT: Is that clear?

MR. ABOUELKHIER: Clear, very clear.

THE COURT: All right. I don't want to put you in that position.

MR. ABOUELKHIER: Thank you, Your Honor.

THE COURT: All right. Thank you.

MR. ABOUELKHIER: Thank you.

THE COURT: So you can continue.

MR. ABOUELKHIER: Appreciate that. So my position is, as we said, like, this situation, everybody's saying that Sandra was occupying unlawfully and unauthorized. Everybody's accusing her. Nobody communicated with me regarding the lease. I have no communications with the plaintiff, and all the communication was with her.

So I cannot -- like, she -- we need to find out, like, if the appeals will allow her to be -- like, give her the chance to be -- to interview in this court, she can explain her position and what happened.

THE COURT: Okay.

MR. ABOUELKHIER: I don't have much information --

THE COURT: All right.

MR. ABOUELKHIER: -- because I never talked to the landlord. I was --

THE COURT: Right, but how does that affect you? In other words, the plaintiff has filed a eviction action against you. Do you understand that?

MR. ABOUELKHIER: Correct.

THE COURT: And the plaintiff's claim against you is, one, you violated the lease by allowing a third party -- don't interrupt me -- by allowing a third party to reside at the premises without the authority or consent. That's the claim. That's what the plaintiff has to demonstrate at trial. And the other claim against you is that you haven't paid for your use and occupancy following the termination of your tenancy.

Those are the two claims against you that the trial will address. So if you can explain to me how a third party intervening in the case or not affects those claims against you.

MR. ABOUELKHIER: I believe the claims -- shouldn't be any claims against me, because I never signed the lease. They never communicated with me.

THE COURT: Right.

MR. ABOUELKHIER: When I tried to --

THE COURT: So --

MR. ABOUELKHIER: -- fix the issue --

THE COURT: So, but that's your defense.

MR. ABOUELKHIER: Okay.

THE COURT: That's your defense.

MR. ABOUELKHIER: Correct.

THE COURT: And you're entitled to that defense at trial, hundred percent. You have the absolute right to be heard on a defense at trial. But that's not what this hearing is about. This hearing is to whether or not we need to stop this case until the Appeals Court, who has already denied a Motion to Stay the Proceedings that was filed by the proposed intervenor, from what you tell me, but that's what's before me is whether we should stop this -- these proceedings until the Appeals Court makes a decision on intervention.

And my question to you again is, how does an intervenor coming into this case affect your defense? You're telling me you didn't sign the lease. You're telling me that the plaintiff doesn't have a claim. That's -- whether someone else is a party to the action or not doesn't affect that, does it?

MR. ABOUELKHIER: But if they become a party, the dynamic of the whole case will change, in my belief.

THE COURT: Not the case against you, would it?

MR. ABOUELKHIER: Well, I -- if I never signed the lease, I was never -- never involved in any communication,

and when they refused to communicate with me and saying that I'm not a tenant --

THE COURT: Right. You can still raise that whether there's a party in the case or not.

MR. ABOUELKHIER: Understandable.

THE COURT: All right. But that's the basis of you asking to stay the proceedings.

MR. ABOUELKHIER: No, there's a minor involved. There's harm, that could cause harm. There's pending health violations.

THE COURT: You have a minor child?

MR. ABOUELKHIER: Well, Sandra has a minor child.

THE COURT: And how does that affect you? Is that your child? Is it your child? Is it -- is the child yours?

MR. ABOUELKHIER: It -- yes.

THE COURT: Why do you hesitate?

MR. ABOUELKHIER: I'm just, like, thinking of what should I say, like, in general, like. I'm trying to, like, find a way to, like, answer, like, how can I, ahh, umm, prove, like, my Motion to Stay should be, like, granted.

THE COURT: So --

MR. ABOUELKHIER: I'm just --

THE COURT: -- your test- --

MR. ABOUELKHIER: I just don't want to say something, like, that will put me in a bad position.

THE COURT: Well, no, it's a question based on --

MR. ABOUELKHIER: But I'm not the legal guardian of the child (indiscernible at 9:49:27).

THE COURT: So what is your definition of legal guardian?

MR. ABOUELKHIER: Like, I cannot make decisions of him.

THE COURT: You can what?

MR. ABOUELKHIER: Cannot take decisions on behalf of him.

THE COURT: You cannot --

MR. ABOUELKHIER: Like his mother, yeah. She has the right to do so.

THE COURT: Is this child your biological child?

MR. ABOUELKHIER: Correct, he is.

THE COURT: He's your biological child.

MR. ABOUELKHIER: Yes.

THE COURT: All right. Okay. So you're saying that your biological child and your biological child's mother need to be in the case or need to stay with you in the unit?

MR. ABOUELKHIER: To stay -- to be in the case.

THE COURT: Okay. Are they currently with you in the unit?

MR. ABOUELKHIER: They are in the unit.

THE COURT: Okay. All right. What do you say to that, Attorney Gouveia?

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MS. GOUVEIA: Your Honor, I would say there's no basis to stay the case. This is -- as you indicated, there's a use and occupancy claim in this case. It's a cause eviction. There are no 239 8A defenses or counterclaims allowed here. The fact that she wants to stay in the unit as an unauthorized occupant, this third party that's not part of this case should have no bearing on this case proceeding forward or why use and occupancy has not been paid.

And one very, very clear question that has not been asked, in my opinion, is, does this defendant actually reside in the unit, because I keep hearing him indicating that Ms. Frommer is living there with his minor child, but at no point in time has he indicated that he is living in this unit. And as you recall, this is the issue of the case, who has possession of this unit, who has legal rights to this unit, and at no point in time has he indicated on the record that he actually resides in this unit. He just keeps indicating that Ms. Frommer and his minor child live in this unit.

So that's a question, Your Honor, it can be answered right now. If he no longer has possession and I believe the co-defendant is saying, I'm no longer in possession, not really sure why we're proceeding if they're willing to give up possession on both of their behalfs, and then we can deal with Ms. Frommer separately.

MR. HECHT: We're willing to give up possession.

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THE COURT: What do you say? Are you -- are you willing to give up possession?

MR. ABOUELKHIER: Your Honor, I will preserve my right to answer this in writing.

THE COURT: No, you're going to answer it now under oath. I'm going to ask you the question, do you reside in the unit?

MR. ABOUELKHIER: I would like to write that -- put that in writing, Your Honor. I never object to any --

THE COURT: So I'm going to ask the question again, and I'm going to keep asking that question, and each time I ask the question, I'm going to advise you of your rights. So I would be very careful and listen to what I'm saying. Sir, do you live in the unit?

MR. ABOUELKHIER: I co-reside with Sandra and the minor son.

THE COURT: Define co-reside.

MR. ABOUELKHIER: Like, I spend time there.

THE COURT: Do you receive mail there?

MR. ABOUELKHIER: Yes, I do.

THE COURT: And do you have a key to the unit?

MR. ABOUELKHIER: I do.

THE COURT: So it is your position that you possess the unit. Is that correct?

MR. ABOUELKHIER: Well, what do you mean by possess the

unit?

THE COURT: Well, are you willing to give the key, and remove all your belongings from the unit, to the plaintiff?

MR. ABOUELKHIER: The main key is with Sandra.

THE COURT: So you don't have a key to the unit?

MR. ABOUELKHIER: I have access to the garage.

THE COURT: So my question then is, do you have -- would you be willing to represent to the Court and to the attorneys here that you no longer have possession of the unit and you are giving possession to the plaintiff? It's a yes or no.

MR. ABOUELKHIER: Can you repeat that question again, Your Honor?

THE COURT: I can. Are you willing to represent to the Court and to the attorneys that you no longer have possession of the unit and you're willing to give the plaintiff possession of the unit?

MR. ABOUELKHIER: Can you repeat the -- I'm so sorry, Your Honor, I'm just like --

THE COURT: Okay.

MR. ABOUELKHIER: -- all over the place.

THE COURT: The plaintiff is looking for possession against you, right. The co-defendant, Mohamed Kassem, is representing, through his attorney, that possession is being given to the plaintiff by his client, meaning that there's no

longer a need to have a trial on possession, because his client is giving it to the plaintiff. That leaves you.

You've just testified to me that you don't have a key and that you have access to the garage, and so the only issue before the Court against you at the moment, because there is a money-damage claim, but you understood in the beginning that possession is something that the plaintiff is looking for against you.

And if you're saying to me that you don't have a key and that you are there from time to time, are you willing to give possession to the plaintiff as to you? Not to anyone else. You can only speak for yourself.

MR. ABOUELKHIER: I'm not going to be able to give possession.

THE COURT: Okay. All right. So, counsel, do you have any questions for the defendant?

MS. GOUVEIA: I do.

THE COURT: You may proceed.

MS. GOUVEIA: So, sir, you indicated that you're not willing to give possession of the apartment to the landlord today, correct?

MR. ABOUELKHIER: Correct.

MS. GOUVEIA: Okay. Do you have any personal belongings in the apartment?

MR. ABOUELKHIER: I do.

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MS. GOUVEIA: I'm sorry, I didn't hear you?

MR. ABOUELKHIER: I do.

MS. GOUVEIA: You do. Are you aware how much the monthly rent is for the apartment?

MR. ABOUELKHIER: No, I'm not.

MS. GOUVEIA: No. How much monthly rent did you think you were going to pay when you moved in?

MR. ABOUELKHIER: I was not -- I never signed the lease, so I was not planning to pay any rent. There's a separate issue regarding the rent between Sandra and Mohamed Kassem.

MS. GOUVEIA: Isn't it true that you tendered a payment to the landlord for one month's worth of rent?

MR. ABOUELKHIER: I did it on behalf of Sandra.

MS. GOUVEIA: It was in your own name --

MR. ABOUELKHIER: And it was not a full rent payment.

MS. GOUVEIA: That payment was in your own name, wasn't it?

MR. ABOUELKHIER: It came from my bank account.

MS. GOUVEIA: Okay. So you were aware that you owed use and occupancy or rent to the landlord at some point, correct?

MR. ABOUELKHIER: No. Sandra requested me to make a certain payment, and I allowed her to do it.

MS. GOUVEIA: So if you're living in the apartment with Ms. Frommer, why would you think you didn't have to pay

rent?

MR. ABOUELKHIER: Because that issue is between Mohamed Kassem and Sandra, and that's the reason I'm asking Sandra to be involved, because there is a dispute regarding who's paying rent for that unit, and there is a reason for Mohamed Kassem to be -- to sign the lease, and he was liable for the rent due to an agreement between him and Sandra.

MS. GOUVEIA: So you believe that you can live in an apartment and not pay rent?

MR. ABOUELKHIER: With my partner, I can, yes.

MS. GOUVEIA: Then why did you pay rent?

MR. ABOUELKHIER: Because she requested me to pay on her behalf.

MS. GOUVEIA: But you're the tenant in the apartment, correct?

MR. ABOUELKHIER: I'm not the tenant. I never considered a tenant, even when I met Erika after you send the eviction, and I send you an email, you never responded. I asked Erika to -- I went to speak to Erika. She said, I will not talk to you, 'cuz you're not a tenant. So nobody ever said that I was a tenant.

MS. GOUVEIA: So you're not a tenant. Are you a trespasser?

MR. ABOUELKHIER: I'm not a trespasser, no, I'm --

MS. GOUVEIA: Then what --

MR. ABOUELKHIER: -- I'm staying with Sandra.

MS. GOUVEIA: As a guest?

MR. ABOUELKHIER: Yes.

MS. GOUVEIA: Not a tenant?

MR. ABOUELKHIER: I'm not -- I don't consider myself a tenant.

MS. GOUVEIA: No? Your Honor, I would say if he doesn't consider himself a tenant and he considers himself a guest, he doesn't actually reside in that apartment as a tenant. I don't understand why he's standing before the Court indicating he resides in that apartment and he has certain legal rights to which he's not entitled to, as, by his own admission, he is not a tenant.

THE COURT: And you would be free to proceed accordingly --

MS. GOUVEIA: Yes.

THE COURT: -- and file whatever motion you wish to address that, either in this case or a separate action.

MS. GOUVEIA: That is correct, Your Honor.

THE COURT: All right. Duly noted. Counsel, do you have any questions for the defendant?

MR. HECHT: Attorney Gouveia handled it perfectly. I have no questions, Your Honor.

THE COURT: All right. All right. So with respect to the Motion to Stay All Proceedings Pending Appeal, after

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hearing and considering the Appeals Court decision as to staying these proceedings, I do not find that the defendant has demonstrated a likelihood of success on the merits.

I also do not find that the defendant has demonstrated any articulable harm, particularly because the defendant has testified and represented to this Court that he does not view himself as a tenant. And on that basis, the motion is denied.

Counsel, I will now hear you on your motion, if you wish to proceed, on your Motion for Use and Occupancy.

MS. GOUVEIA: What I would ask on my Motion for Use and Occupancy, Your Honor, is it possible to continue the date on that Motion for Use and Occupancy? Given the circumstances that have been conveyed this morning, I think it may be rendered not needed in this case, so I'd hate to waste the Court's time on the motion. So perhaps we could get a short continuance of perhaps two to three weeks on the motion?

THE COURT: That motion is allowed, given the testimony, and Mr. Maguire will -- you'll provide notice to counsel and the defendant Mr. Abouelkhier?

THE CLERK: Yes, Your Honor.

THE COURT: All right. All right. Thank you.

MS. GOUVEIA: Thank you.

MR. HECHT: Thank you, Your Honor.

THE CLERK: Thank you very much, everyone. We are now

off --

(Case concluded at 9:59 a.m.)

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Housing - Metro South
Docket Number: 24H82SP03575

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, SS:

HOUSING COURT DEPARTMENT
METRO-SOUTH DIVISION
DOCKET NO. **24H82SP03575**

LENOX FARMS LIMITED PARTNERSHIP,
Plaintiff

VS.

MOHAMED KASSEM AND DANNY ABOULEKHIER,
Defendants

FINDINGS AND ORDER

PROCEDURAL HISTORY[1]

1. On December 23, 2024, the Plaintiff, Lenox Farms Limited Partnership ("Plaintiff"), commenced this summary process (eviction) action against the Defendants, Mohamed Kassem ("MK") and Danny Aboulekhier ("DA") (collectively referred to as the "Defendants"), seeking possession of the subject residential premises located at 550 Liberty Street, apartment 905, in Braintree, MA 02184 ("premises" or "apartment 905") and money damages for use and occupancy.
2. The Complaint alleges that the Defendants failed to vacate the premises after being served with a notice terminating their tenancy for violating their lease agreement – to wit:

[1] For a more detailed procedural history of this case, see this Court's February 17, 2026 Order allowing Plaintiff's motion to enforce the Court's December 4, 2026 use and occupancy order and strike the Defendant Danny Aboulekhier's jury demand pursuant to the *Davis v. Comeford* standard. On February 25, 2026, the Defendant Danny Aboulekhier filed a Notice of Appeal from the Court's February 17th Order.

allowing an unauthorized individual known as Sandra Frommer ("SF") to reside at the premises. The Complaint also seeks unpaid use and occupancy after the Complaint was filed.

3. MK filed an Answer alleging that he never entered into a tenancy with the Plaintiff for the premises, he never signed a lease and never agreed to a tenancy. MK's Answer does not seek a jury trial. Furthermore, he asserts that he never occupied or even entered the premises in any capacity and that he never received a notice to quit.
4. DA filed an Answer asserting the following defenses and counterclaims against the Plaintiff: (1) procedural defects; (2) breach of the implied warranty of habitability; (3) retaliatory eviction; (4) bad faith conduct; (5) violation of G.L. c. 93A; (6) harassment and emotional distress; and (7) constructive eviction.
5. DA's Answer asserts the following cross-claims against MK: (1) fraud and misrepresentation (MK knowingly misrepresented his role in the lease, falsely claimed he had no involvement and authorized SF to occupy the premises and forwarded the lease to her); (2) breach of lease (forcing DA to cover lease obligations) and seeking reimbursement for all rent payments since October; (3) violation of G.L. c. 93A (deliberate refusal to fulfill lease obligations and misrepresentations); (4) tortious interference with contractual relations; (5) bad faith and malicious conduct; (6) unjust enrichments; (7) intentional infliction of emotional distress; and (8) civil conspiracy with Plaintiff.
6. On June 9, 2025, pursuant to G.L. c. 239, sec. 8A, the Court allowed Plaintiff's motion to strike DA's conditions-based counterclaims and related defenses (without prejudice) as no opposition was filed.

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SF's Motion to Intervene

7. SF filed a motion to intervene in this action.
8. The Plaintiff opposed SF's motion to intervene asserting that she is not a tenant or authorized occupant of the premises.
9. After hearing on July 18, 2025, the Court denied SF's motion finding that SF failed to provide any evidence of a tenancy with the Plaintiff including the lack of a signed lease, evidence of rent payment and/or written communications from the Plaintiff demonstrating a tenancy agreement or authority to reside at the premises.

The October 29, 2925 Testimony of DA[2]

10. On October 29, 2025, during a hearing in this matter, DA testified that he never signed a lease, he was not planning to pay any rent, and any rent he paid he paid on behalf of SF on not for himself.
11. Durin the hearing, DA testified that he is not a tenant and he never considered himself a tenant.
12. Furthermore, DA testified that he is staying with SF as her "guest."

Plaintiff's January 16, 2026 civil action against DA

13. Following DA's October 29, 2025 testimony that he is he never signed a lease, he was not planning to pay any rent, any rent he paid he paid on behalf of SF on not for himself, he is not a tenant, he never considered himself a tenant, and he is staying with SF as her "guest, on January 16, 2026, the Plaintiff commenced a civil action against DA. See, *Metro South Civil Action Number 26H82CV00011.*

[2] Following DA's October 29, 2025 testimony, Plaintiff commenced a civil action against DA seeking, among other things, injunctive relief, alleging that he occupies the premises without any tenancy with the Plaintiff and without the consent or authority of the Plaintiff.

14. The Complaint alleges that as of January 2026, there was an outstanding balance of use and occupancy due in the instant summary process action of $72,048.00. *Id.*

15. The Plaintiff's Verified Complaint and Application for Preliminary and Permanent Injunction ("Complaint"), alleges that pursuant to Court's prior finding that SF is not a tenant or authorized occupant of the premises and DA testimony that he is not a tenant but a "guest" of SF, SF does not have the legal authority to grant DA any tenancy rights. *Id.*

16. The Complaint seeks a preliminary and permanent injunction against DA prohibiting him from entering, residing, and/or remaining at the premises.

The Court's February 17, 2026 Use and Occupancy Order

17. On February 17, 2026, the Court allowed Plaintiff's motion to enforce this Court's December 4th use and occupancy order and strike the DA's jury demand ("February 17th Order").

The April 6, 2026 Hearing

18. Pursuant to the Court's February 17th Order striking DA's jury demand, on April 6, 2026, this matter was before the Court for summary process bench trial with counsel for the Plaintiff, Plaintiff's representative, counsel for MK, MK and DA, without counsel present.

19. Prior to the trial, the Court held a hearing on the Plaintiff's motion seeking an order finding that MK and DA are not tenants at the premises, are not parties to any lease with the Plaintiff and they do not reside at the premises at tenants of the Plaintiff. Plaintiff also seeks dismissal of DA's counterclaims against it.

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DA's Affidavit in Opposition

20. Prior to the April 6, 2026 hearing, DA submitted an Affidavit in opposition to Plaintiff's motion in limine ("*DA Affidavit*").

21. DA's Affidavit states "under the pains and penalties of perjury" that he "never signed any lease with Plaintiff and have never entered into any written or oral agreement with Plaintiff to rent the premises." See, *DA Affidavit, para. 2.*

22. Furthermore, DA's Affidavit states that he was never "screened or added to the lease as a tenant by Plaintiff" and that he "did not have any direct contractual relationship or privity with Plaintiff at any time." *Id. at para. 3-4.*

23. DA's Affidavit states that he "never agreed to pay rent or use and occupancy to Plaintiff and Plaintiff has never obtained my agreement to assume such obligation" and that "any account or ledger maintained by Plaintiff is not in my name and reflects charges associated with another individual's tenancy." *Id. para. 7.*

DA's Testimony During the April 6th Hearing

24. Consistent with his prior testimony and Affidavit, during the hearing, DA testified that he is not a tenant of the Plaintiff and he is not a party to a lease with the Plaintiff.

25. DA also testified that he does not reside at the premises but is a "guest" from time to time.

MK's testimony During the April 6th Hearing

26. MK testified at the hearing that he is not a tenant of the Plaintiff, is not a party to a lease with the Plaintiff and he does not reside at the premises.

27. MK does not oppose Plaintiff's motion.

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28. After hearing, the Court finds and rules as follows:

FINDINGS AND RULINGS

29. Based upon the foregoing and the undisputed testimony of the parties, the Court finds and rules that the Defendants are not parties to any lease with the Plaintiff relative to the premises.

30. Based upon the foregoing and the undisputed testimony of the parties, the Court finds and rules that the Defendants do not have any tenancy with the Plaintiff relative to the premises.

31. Based upon the foregoing and the undisputed testimony of the parties, the Court finds and rules that the Defendants do not have a superior right to possession of the premises.

32. Based upon the foregoing and the undisputed testimony of the parties, the Court finds and rules that the Defendants do not reside at the premises with the authority and/or consent of the Plaintiff.

33. Based upon the foregoing and the undisputed testimony of the parties, the Court finds and rules that Plaintiff's claim for possession in this summary process action based upon a claim that the Defendants are tenants under a lease is moot.

34. Based upon the foregoing and in particular: (a) DA's affidavit and testimony asserting that he resides at the premises as a guest of SF (who the Court has previously found has no right to possession of the premises either as a tenant, lessee or otherwise) and (b) the Court's findings herein, the Plaintiff is free to pursue its rights, remedies and claims in its previously filed civil action (*Metro South Civil Action Number 26H82CV00011)* seeking preliminary and permanent injunctive relief on the grounds that SF is not a tenant or

authorized occupant of the premises and SF does not have the legal authority to grant DA any tenancy rights.

ORDER

For the foregoing reasons, findings and rulings, the Court hereby ORDERS as follows:

1. The Plaintiff's claim for unpaid use and occupancy shall be transferred to the civil docket.
2. The Defendant, Danny Abouelkhier's remaining defenses and counterclaims against the Plaintiff set forth in his Answer and pursuant to this Court's June 9, 2025 Order, shall be transferred to the civil docket.
3. The Defendant, Danny Abouelkhier's cross-claims against the Co-Defendant, Mohamed Kassem shall be transferred to the civil docket.
4. The Clerk's Office shall schedule a case management conference following the transfer of claims to the civil docket with notice to all parties.
5. The Plaintiff is free to pursue its previously filed civil action (*Metro South Civil Action Number 26H82CV00011)* seeking preliminary and permanent injunctive relief on the grounds that SF is not a tenant or authorized occupant of the premises and SF does not have the legal authority to grant DA any tenancy rights.

SO ORDERED. **Sherring, FJ**

April 15, 2026 NEIL SHERRING, FIRST JUSTICE

cc. Lisa Gouveia, Esq.
Grant B. Hecht, Esq.
Danny Aboulekhier

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COMMONWEALTH OF MASSACHUSETTS

NORFOLK, SS:

HOUSING COURT DEPARTMENT
METRO-SOUTH DIVISION
DOCKET NO. **24H82SP03575**

LENOX FARMS LIMITED PARTNERSHIP,
Plaintiff

VS.

MOHAMED KASSEM AND DANNY ABOULEKHIER,
Defendants

ORDER ON PLAINTIFF' MOTION TO ENFORCE USE AND OCCUPANCY ORDER AND STRIKE JURY DEMAND[1]

Procedural History

1. On December 23, 2024, the Plaintiff, Lenox Farms Limited Partnership ("Plaintiff"), commenced this summary process (eviction) action against the Defendants, Mohamed Kassem ("MK") and Danny Aboulekhier ("DA") (collectively referred to as the "Defendants"), seeking possession of the subject residential premises located at 550 Liberty Street, apartment 905, in Braintree, MA 02184 ("premises" or "apartment 905").
2. The "Case Type" section of the Complaint checks off the "Residential - Cause Other Than Nonpayment of Rent."
3. The Complaint alleges that the Defendants failed to vacate the premises after being served with a notice terminating their tenancy for violating their lease agreement – to wit: allowing an unauthorized individual known as Sandra Frommer ("SF") to reside at the

[1] Along with the Court's Order on the Defendant, Danny Aboulekhier's motions to reconsider the December 4, 2025 use and occupancy order; to modify the December 4th use and occupancy order; and opposition to the Plaintiff's motion to enforce the Court's December 4th use and occupancy order and strike his jury demand.

premises. The Complaint also seeks unpaid use and occupancy after the Complaint was filed.

4. MK filed an Answer alleging that he never entered into a tenancy with the Plaintiff for the premises, he never signed a lease and never agreed to a tenancy. MK's Answer does not seek a jury trial. Furthermore, he asserts that he never occupied or even entered the premises in any capacity and that he never received a notice to quit. Finally, MK's Answer requests that the matter be dismissed or that judgment be entered in his favor.
5. DA filed an Answer with Jury Demand asserting the following defenses and counterclaims against the Plaintiff: (1) procedural defects; (2) breach of the implied warranty of habitability; (3) retaliatory eviction; (4) bad faith conduct; (5) violation of G.L. c. 93A; (6) harassment and emotional distress; and (7) constructive eviction.
6. DA's Answer asserts the following cross-claims against MK: (1) fraud and misrepresentation (MK knowingly misrepresented his role in the lease, falsely claimed he had no involvement and authorized SF to occupy the premises and forwarded the lease to her); (2) breach of lease (forcing DA to cover lease obligations) and seeking reimbursement for all rent payments since October; (3) violation of G.L. c. 93A (deliberate refusal to fulfill lease obligations and misrepresentations); (4) tortious interference with contractual relations; (5) bad faith and malicious conduct; (6) unjust enrichments; (7) intentional infliction of emotional distress; and (8) civil conspiracy with Plaintiff.
7. SF filed a motion to intervene in this action[2] and after hearing on July 18, 2025, the Court denied SF's motion finding that SF failed to provide any evidence of a tenancy with the

[2] The Plaintiff opposed SF's motion arguing that SF is not a tenant or authorized.

Plaintiff including the lack of a signed lease, evidence of rent payment and/or written communications from the Plaintiff demonstrating a tenancy agreement.

8. On March 31, 2025, the Plaintiff filed a motion to strike and dismiss DA's conditions-based counterclaims and related defenses pursuant to G.L. c. 239, sec. 8A.
9. On June 9, 2025, the Court allowed Plaintiff's motion to strike DA's conditions-based counterclaims and related defenses as no opposition was filed.
10. On June 9, 2025, the Court denied DA's motion to dismiss alleging that this Court does not have jurisdiction along with other procedural defects.
11. On September 8, 2025, the Court denied MK's motion for summary judgment finding that genuine issues of material fact exist.
12. On December 3, 2025, the Plaintiff's attorney with witness, MK with his attorney, and DA without an attorney, appeared before this Court for hearing on the Plaintiff's motion for use and occupancy payments pending jury trial.
13. After hearing, on December 4, 2025, the Court allowed Plaintiff's use and occupancy motion and issued the following order (the "December 4th use and occupancy order"):

It is **ORDERED** that Defendants, jointly and severally, pay use and occupancy at the rate of $4,552.00 per month, which the Court finds to be the fair value of the use and occupancy of the premises. Payment of use and occupancy shall be paid into escrow in order to maintain the status quo pending final adjudication. Use and occupancy of $4,552.00 for the month of December 2025 shall be paid on or before December 15, 2025. Further payments of $4,552.00 shall be paid on the **fifteenth** day of each month thereafter until final judgment is entered. If the fifteenth of the month falls on Saturday, Sunday or holiday, payment shall be due on the next business day.

It is further **ORDERED** that each such use and occupancy payment shall be made to Plaintiff's attorney, Lisa M. Gouveia, Esq., Scolnick, Laverty & Gouveia, LLP, 25 Braintree Hill Office Park, Suite 205, in Braintree, MA 02184, in the form of a certified or bank check

or money order made payable to Attorney Lisa M. Gouveia, as attorney for Plaintiff, Lennox Farms Limited Partnership. Attorney Gouvia shall hold all such use and occupancy payments in escrow, shall not release such funds to Plaintiff without leave of this Court, and shall account to the Court upon request. **If the Defendants fail to make any one (1) of the required payments for the use and occupancy of the premises as set forth in this Order, then upon motion with written notice to the Defendants, the Plaintiff may move for sanctions, which sanctions may include the striking of Defendant, Danny Aboulekhier's jury demand**. [emphasis added].

14. This matter was before the Court on February 12, 2026, for hearing on: (a) Plaintiff's motion to enforce the Court's December 4th use and occupancy order and strike DA's jury demand; (b) DA's motion to reconsider the December 4th use and occupancy order; (c) DA's motion to modify the December 4th use and occupancy order; and DA's opposition to the Plaintiff's motion to enforce the Court's December 4th use and occupancy order and strike DA's jury demand. The hearing was conducted virtually in accordance with the applicable Housing Court Standing Order with the Plaintiff's counsel, MK's counsel, and DA, without counsel, present.

15. After hearing, the Court finds and rules as follows:

DA's Motion for Reconsideration

In order for a party to succeed on a motion for reconsideration of a matter that previously ruled upon by this Court, the moving party is required to set forth new or different evidence or information which was not available at the time of the original motion, or alternatively, demonstrate a substantial reason why the information was not presented to the court at the time of the earlier motion. If there is no material change in circumstances, a judge is not obliged to reconsider a case, issue, or question of law after it has been decided. *See, Chase Precast Corp. v.*

John J. Paonessa Co., 409 Mass. 471, 479 (1991*); Clamp-All Corp. v. Foresta*, 53 Mass. App. Ct. 795, 806-807 (2002). *Lit-ties v. Commissioner of Correction,* 444 Mass. 871, 878 (2005).

At the December 3, 2025 hearing on Plaintiff's motion for use and occupancy, DA did not testify or submit any written opposition to the Plaintiff's motion. DA conditions-based defenses and counterclaims have been stricken in this caused-based eviction. Furthermore, DA did not provide any relevant factors that the Court would be permitted to consider under the *Davis v. Comeford* legal standard. Instead, at the December 3, 2025 hearing DA argued, as he does so again in his motion for reconsideration, that the Housing Court does not have jurisdiction to hear summary process eviction actions for cause. In its December 4, 2025 use and occupancy order, the Court considered DA's argument that this Court lacks jurisdiction and determined, pursuant to G.L. c. 185C, § 3, that such an argument lacked merit. By repeating this precise argument in his motion for reconsideration, DA has failed to set forth new or different evidence or information which was not available at the time of the original motion, and/or demonstrate a substantial reason why the information was not presented to the Court at the time of the earlier motion.[3]

For the foregoing reasons, the Court finds and rules there is no material change in circumstances, and it shall not reconsider this case, issue and question of law after it has already been decided. *See, Chase Precast Corp. v. John J. Paonessa Co.,* 409 Mass. 471, 479 (1991*); Clamp-All Corp. v. Foresta*, 53 Mass. App. Ct. 795, 806-807 (2002). *Lit-ties v. Commissioner of Correction,* 444 Mass. 871, 878 (2005). *Davis v. Comerford, 483 Mass. 164, 170, f.n. 14 (2019).*

[3] DA also raises additional challenges under the auspices of his argument that the Court lacks jurisdiction including he did not waive any arguments, the notice to quit is not valid, the return of service is invalid and the unauthorized occupant, Sandra Former, should have been named in this summary process action. On June 9, 2025, the Court previously ruled on these issues when it denied his motion to dismiss. Once again, DA has failed to set forth new or different evidence or information which was not available at the time of the original motion, and/or demonstrate a substantial reason why the information was not presented to the Court at the time of the earlier motion.

DA's Opposition to Plaintiff's Motion and Request that the Order be Modified

DA does not dispute that since the Court's December 4th use and occupancy order, he has failed to make a single $4,552.00 use and occupancy payment in accordance with the Court's Order. DA opposes the Plaintiff's motion seeking to enforce the Court's December 4th use and occupancy order and strike his jury demand by arguing that the Court should modify the use and occupancy payment to $0.00. DA had an opportunity to present this argument during the *Davis v. Comeford* hearing that took place on December 3, 2025, however, he elected not to do so and provides no persuasive circumstance that would warrant the Court granting such a request. DA also raises the argument that the Court lacks jurisdiction to hear this summary process (eviction) case. For the reasons set forth above in denying his motion for reconsideration, the Court's findings and ruling set forth in its December 4th use and occupancy order, and pursuant to G.L. c. 185C, § 3, the Court is unpersuaded by these arguments[4].

Plaintiff's motion to enforce the Court's Order and Strike DA's Jury Demand

In the landlord-tenant context, the Court in *Davis v. Comerford, 483 Mass. 164, 170, f.n. 14 (2019)* observed that the United States Supreme Court has suggested that due process issues might arise if a "tenant remained in possession without paying rent." *Id.* Massachusetts General Laws Chapter 186, § 3, provides that "[t]enants at sufferance in possession of land or tenements shall be liable to pay rent therefor for such time as they may occupy or detain the same." *See, Rubin v. Prescott, 362 Mass. 281, 285 (1972), quoting G. L. c. 186, § 3; Ghoti Estates, Inc. v.*

[4] MK does not oppose Plaintiff's motion to enforce the Court's December 4th use and occupancy order and strike DA's jury demand. MK did not assert a jury demand and wishes to proceed to bench trial.

Freda's Capri Restaurant, Inc., 332 Mass. 17, 26 (1954), citing G. L. (Ter. Ed.) c. 186, § 3 ("tenant at sufferance was liable to pay for use and occupation for such time as it occupied the premises"). "A tenant at sufferance is the term used for a person who continues in possession of premises after termination of a tenancy *"G. Warshaw, Massachusetts Landlord-Tenant Law § 6:2, at 207 (2d ed. 2001). See Margosian v. Markarian, 288 Mass. 197, 199, 192 N.E. 612 (1934)* (tenant who remains on premises following lease termination becomes tenant at sufferance).

The payment for use and occupancy imposed by *G.L. c. 186, § 3,* was intended to "prevent any tenant from occupying premises without making compensation to his landlord." *Davis v. Comerford, 483 Mass. 164,170 (2019) citing to Lowell Hous. Auth. v. Save-Mor Furniture Stores, Inc., 346 Mass. 426, 430 (1963), quoting Merrill v. Bullock, 105 Mass. 486, 491 (1870).* The tenant owes the landlord the "fair rental value of the premises." *Id; Lowell Hous. Auth., supra at 431. Accord Kobayashi v. Orion Ventures, Inc., 42 Mass. App. Ct. 492, 502 (1997)* ("correct measure for a use and occupancy charge" owed by tenant at sufferance following lease termination "was the then current fair rental value of the premises").

The Court's December 4th use and occupancy order is clear and unequivocal in notifying DA that if the Defendants fail to make any one (1) of the required $4,552.00 monthly payments for the use and occupancy of the premises as set forth in its December 4th use and occupancy Order, then upon motion with written notice to the Defendants, the Plaintiff may move for sanctions, which may include the striking of Defendant, Danny Aboulekhier's jury demand. There is no dispute and DA acknowledges that DA has failed to make any of the required $4,552.00 use and occupancy payments pursuant to the Court's Order. Accordingly and for the foregoing reasons, the Plaintiff's Motion is **ALLOWED.**

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ORDER

For the reasons set forth above and pursuant to this Court's December 4, 2025 use and occupancy Order:

1. The Plaintiff's motion to enforce this Court's December 4th use and occupancy order and strike the Defendant Danny Aboulekhier's jury demand is ALLOWED.
2. The Defendant Danny Aboulekhier's jury demand is hereby stricken.
3. The Defendant Danny Aboulekhier's motion for reconsideration is DENIED.
4. The Defendant Danny Aboulekhier's motion to modify the Court's December 4th use and occupancy order is DENIED.
5. The Clerk's Office shall schedule this matter for summary process bench trial with notice to all parties.

SO ORDERED. **Sherring, FJ**

February 17, 2026 NEIL SHERRING, FIRST JUSTICE

cc. Lisa Gouveia, Esq.
Grant B. Hecht, Esq.
Danny Aboulekhier