

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

**Housing Court Department
Central Division
No. 21H85CV000072**

**XUE CHEN, RAJEEV TRIPATHI,
and MONIKA TRIPATHI,
Individually and on behalf of all others
similarly situated,**

Plaintiffs,

v.

**FPACP4 FOUNTAINHEAD, LLC, and
NORTHLAND FOUNTAINHEAD LLC,**

Defendants

SECOND AMENDED CLASS ACTION COMPLAINT AND JURY DEMAND

Plaintiffs, Xue Chen, Rajeev Tripathi, and Monika Tripathi, bring this Complaint on behalf of themselves and on behalf of all other similarly situated persons due to Defendants’ multiple violations of law committed in connection with their tenancies at an apartment complex located at 293-297 Turnpike Road, Westborough, Massachusetts (the “Apartment Complex”).

PARTIES

1. Plaintiff Xue Chen resides in Worcester, Worcester County, Massachusetts.
2. Plaintiffs Rajeev Tripathi and Monika Tripathi, husband and wife, reside in Sanford, Florida.
3. The defendant, Northland Fountainhead, LLC (“Northland”), is a limited liability corporation organized and existing under the laws of Delaware and registered in

Massachusetts as a foreign corporation with a place of business at 2150 Washington Street, Newton, Massachusetts.

4. At relevant times prior to June 1, 2019, Northland owned, controlled, managed and operated the Apartment Complex under the name “Fountainhead Apartments.”

5. The defendant, FPACP4 Fountainhead, LLC (“FRACP4”), is a limited liability corporation organized and existing under the laws of Delaware with a place of business at 2082 Michelson Drive, 4th Floor, Irving, California. Its Massachusetts registered agent is CT Corporation System, 155 Federal Street, Suite 700, Boston, Massachusetts.

6. On information and belief, on or about June 1, 2019, FPACP4 purchased the Apartment Complex and thereafter controlled, managed and operated it, and changed its name to “Arrive Westborough.”

Facts Related to the Chen Tenancy

7. On or about March 1, 2018, Chen and four co-tenants began a tenancy at Unit 701 of the Apartment Complex at a monthly rent of \$1,910. A true copy of the Lease signed by Chen prior to said date (the “First Chen Lease”) and relevant addenda are attached hereto as Exhibit 1.

8. On or before March 1, 2018, Northland received from Chen a security deposit in the amount of \$750.

9. Chen and her co-tenants executed a second lease for Unit 701 of the Apartment Complex dated October 11, 2018 (the “Second Chen Lease”). A true copy of the Second Chen Lease and relevant addenda are attached hereto as Exhibit 2.

10. Northland gave Chen a security deposit receipt in connection with each lease. The security deposit receipts Northland provided to Chen identified the bank in which her

security deposit was to be held as “Citibank, 111 Huntington Avenue, Boston MA. 02199.”

11. All Citibank branches located in Massachusetts, including the branch listed in Chen’s security deposit receipts, closed in or about January, 2016, and did not re-open during the term of Chen’s tenancy. Therefore, Chen alleges that Northland did not deposit her security deposit in a bank located within the Commonwealth and/or that Northland’s receipts misidentified the bank in which the receipt was deposited.

12. Each Chen lease incorporated a “Lease Addendum” entitled “Liability Insurance Required of Resident” (included in exhibit 1) that stated in pertinent part that Chen was “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 \$100,000.”

13. Each Chen lease also incorporated an “Indemnification & Property Damage Liability Addendum” (included in exhibit 1) (instating that if Chen did not maintain the required insurance, she would be charged additional monthly rent (initially \$10.00, then \$12.00), in which event she would receive a partial waiver of liability, releasing her from liability for damage to her unit in excess of \$250 and below \$100,000 per incident except for damages caused by intentional acts of willful or reckless conduct.

14. Chen did not purchase insurance coverage and was therefore charged an additional \$10.00 per month during the term of the tenancy, which sum was paid as part of the monthly rent.

15. On or about June 1, 2019, Northland sold the Apartment Complex to FPACP4.

16. On information and belief, on or around June 1, 2019, the Second Chen Lease was

assigned by Northland to FPACP4 incidental to the latter's purchase of the Apartment Complex.

17. Upon purchasing the Apartment Complex, FPACP4 became a successor in interest as that term is defined by G.L. c. 186, § 15(B)(5), thereby becoming liable for the retention and return of Chen's security deposit and responsible for complying with G.L. c. 186, § 15(B).

18. FPACP4 failed to provide notice to Chen within 45 days that it had received and was holding her deposit and containing FPACP4's name, business address, business telephone number and the same information regarding its agent, as required by G.L. c. 186, § 15B(5).

19. Under G.L. c. 186, §15B(6)(a), FPACP4's violations of G.L. c. 186, § 15B(5) entitled Chen to the immediate return of her security deposit, damages equal to three times the amount of said deposit or balance thereof plus interest at the rate of 5%/annum from the date when such payment became due, plus costs and reasonable attorney's fees. In addition, FPACP4 forfeited the right to retain any portion of the security deposit for any reason.

20. Northland continues to be liable to Chen under G.L. c. 186, § 15B(5) and (6) in the event her security deposit was not transferred and/or because she was not properly notified of same.

21. On information and belief, following its acquisition of the Apartment Complex FPACP4 maintained Chen's security deposit in a bank not located in the Commonwealth of Massachusetts.

22. Chen's leases contained and incorporated a "Water Sewer Submetering" addendum

(included in exhibit 1) that stated in pertinent part:

WATER AND SEWER SUBMETERING: your dwelling unit is sub metered for water and sewer. Water and sewer bills will be issued monthly to you, based on your consumption per gallon as recorded on the water sub meter for the dwelling unit.

...

MONTHLY BILLING: You will be billed monthly by nwp for your sub metered water and sewer consumption.

...

COVERAGE AND COST: Your monthly bill for water and sewer will cover only water used within and sewer flowing from your dwelling unit. The sub meter bill will not include any water or sewer for common areas or common facilities. Your base water and sewer cost and your per gallon water and sewer cost will be based on the current rates that the local utility company charges us.

23. Chen was charged fees for water and sewer usage separately billed to her by or on behalf of Defendants, and paid said charges. A true copy of a typical sub-metered water and sewer bill issued to Chen is appended hereto as Exhibit 3.

24. The bills issued to Chen for sub-metered water and sewer service did not state the dates of the current submeter readings.

25. The costs per unit for water and sewer charges in Chen's submeter bills were not calculated in accordance with the requirements of G.L. c. 186, § 22(c) and (g).

26. As a result of the improperly calculated costs per unit charges in Chen's submeter bills, the amounts billed to Chen for water and sewer usage were inaccurate and, in some cases, excessive.

27. The numbers of units of water and sewer usage billed to Chen were not calculated in accordance with the requirements of G.L. c. 186, § 22(c), (e) and (g).

28. As a result of the improperly calculated numbers of units of water and sewer usage

billed to Chen, the amounts billed to Chen for water and sewer usage were inaccurate and, in some cases, excessive.

29. The total amount charged to Chen for water usage exceeded the proper cost per unit of water multiplied by the proper number of units of water delivered exclusively to Chen's dwelling unit for the same billing period, in violation of G.L. c. 186, § 22(g).

30. The total amount charged to Chen for sewer service exceeded the proper cost per unit of sewer service multiplied by the proper number of units of sewer service delivered exclusively to Chen's dwelling unit for the same billing period, in violation of G.L. c. 186, § 22(g).

31. On information and belief, Defendants did not verify that the total amounts of water and sewer usage measured by all submeters in the building, including all submeters for common areas, did not exceed the total amount of water and sewer usage in the building for the same billing period as shown on the bills submitted to tenants, including Chen, in violation of G.L. c. 186, § 22(g).

32. G.L. c. 186, § 22, requires Defendants to calculate sub-metered sewer charges in one of two ways:: (a) by calculating the cost per unit of sewer service by dividing the total amount of the sewer charges by the total amount of water usage for the entire premises and multiplying the result by the units of water delivered exclusively to the particular dwelling unit for the same billing period; or (b) by calculating the cost per unit of sewer service by dividing the total amount of the sewer charges by the total amount of sewer usage for the entire premises and multiplying that result by 80% of the units of water delivered exclusively to the particular dwelling unit for the same billing period.

33. Defendants did neither calculation set forth in the preceding paragraph and

improperly calculated the sewer charges billed to Chen by dividing the total amount of the sewer charges by the total amount of sewer usage for the entire premises and multiplying the result by the units of water delivered exclusively to the particular dwelling unit, resulting in a per unit sewer charge to Chen that was 125% of the charge allowed by the statute.

34. As a result of the errors and omissions set forth above, the amounts charged to and paid by Chen for water and/or sewer service were not calculated in accordance with G.L. c 186, § 22, and/or were excessive.

35. On December 31, 2019, Chen's tenancy expired and she and her cotenants vacated the premises.

36. Prior to vacating the apartment, Chen asked an FPACP4 representative if a final walk through should be scheduled, and was told it would not be necessary.

37. On or around January 10, 2020, FPACP4 mailed Chen a notice stating she owed the sum of \$3,241.63 for alleged damage to the unit, which amount included charges for ordinary wear and tear, deep cleaning, upgrades to and replacement of appliances and fixtures, and the assessment of water and sewer charges and "utility fees." A true and accurate copy of the January 10, 2020, invoice is included as Exhibit 4.

38. The notice provided to Chen was not accompanied by itemized details or written evidence supporting the alleged damage and was not sworn to by the lessor or its agent under pains and penalties of perjury, as required by law.

39. FPACP4 failed to return Chen's security deposit within thirty days of expiration of her tenancy in violation of G.L. c 186B, § 15B(4)(iii).

Facts Related to the Tripathi Tenancy

40. On or about November 14, 2015, the Tripathis became tenants at the Apartment Complex, signing a written lease with Northland (the “Tripathi Lease”).

41. The Tripathi Lease was for a one-year term, more or less, and provided for a monthly rent of \$1,800.00.

42. The Tripathi Lease incorporated the same addenda described in paragraphs 12 and 13, above.

43. On information and belief, the Tripathis did not purchase insurance coverage and were charged and paid additional monthly rent during the term of the tenancy.

44. On or before November 14, 2015, Northland received a security deposit from the Tripathis in the amount of \$1,799.00.

45. The Tripathis allege that Northland did not deposit their security deposit in a bank located within the Commonwealth and/or that any receipt that Northland gave the Tripathis misidentified the bank in which the receipt was deposited in violation of G.L. c. 186, § 15B(3)(a).

46. Under G.L. c. 186, §15B(6)(a), Northland’s violations of G.L. c. 186, § 15B(3)) entitled the Tripathis to the immediate return of their security deposit, payment of damages equal to three times the amount of the security deposit or balance thereof plus interest at 5%/annum from the date when such payment became due, and costs and reasonable attorney/s fees. In addition, as a result of said failure Northland forfeited its right to retain any portion of the security deposit for any reason.

47. On or around the expiration date of their lease, the Tripathis notified Northland they did not want to renew their lease for an additional one-year period, and instead

requested a month-to-month tenancy.

48. Northland agreed to a month-to-month tenancy for the Tripathis, and raised their monthly rent.

49. On information and belief, the Tripathi Lease contained and incorporated the “Water Sewer Submetering” addendum described in paragraph 22, above.

50. The Tripathis were charged fees for water and sewer usage separately billed to them by or on behalf of Defendants, and paid said charges.

51. The bills issued to the Tripathis for sub-metered water and sewer service did not state the dates of the current submeter reading.

52. The costs per unit for water and sewer charges in the Tripathis’ submeter bills were not calculated in accordance with the requirements of G.L. c. 186, § 22(c) and (g).

53. As a result of the improperly calculated cost per unit charges in the Tripathis’ submeter bills, the amounts billed to the Tripathis for water and sewer usage were inaccurate and, in some cases, excessive.

54. The number of units of water and sewer usage billed to the Tripathis were not calculated in accordance with the requirements of G.L. c. 186, § 22(c), (e) and (g).

55. As a result of the improperly calculated numbers of units of water and sewer usage billed to the Tripathis, the amounts billed to them for water and sewer usage were inaccurate and, in some cases, excessive.

56. The total amount charged to the Tripathis for water usage exceeded the proper cost per unit of water multiplied by the proper number of units of water delivered exclusively to the Tripathis’ dwelling unit for the same billing period, in violation of G.L. c. 186, § 22(g),

57. The total amount charged to the Tripathis for sewer service exceeded the proper cost per unit of sewer service multiplied by the proper number of units of sewer service delivered exclusively to the Tripathis' dwelling unit for the same billing period, in violation of G.L. c. 186, § 22(g).

58. On information and belief, Defendants did not verify that the total amounts of water and sewer usage measured by all submeters in the building, including all submeters for common areas, did not exceed the total amount of water and sewer usage in the building for the same billing period as shown on the bills submitted to tenants, including the Tripathis, in violation of G.L. c. 186, § 22(g).

59. G.L. c. 186, § 22, requires Defendants to calculate the sewer charges in one of two ways: (a) by calculating the cost per unit of sewer service by dividing the total amount of the sewer charges by the total amount of water usage for the entire premises and multiplying the result by the units of water delivered exclusively to the particular dwelling unit for the same billing period; or (b) by calculating the cost per unit of sewer service by dividing the total amount of the sewer charges by the total amount of sewer usage for the entire premises and multiplying that result by 80% of the units of water delivered exclusively to the particular dwelling unit for the same billing period.

60. Defendants did neither calculation set forth in the preceding paragraph and improperly calculated sewer charges by dividing the total amount of the sewer charges by the total amount of sewer usage for the entire premises and multiplying the result by the units of water delivered exclusively to the particular dwelling unit, resulting in a per unit sewer charge to the Tripathis that was 125% of the charge allowed by the statute.

61. As a result of the errors and omissions set forth above, the amounts charged to and

paid by the Tripathis for water and/or sewer service were not calculated in accordance with G.L. c 186, § 22, and/or were excessive.

62. On July 13, 2017, the Tripathis' tenancy expired and they vacated the premises in a timely fashion.

63. Northland conducted a final walkthrough of the Tripathis' unit shortly prior to the time they vacated the unit.

64. Northland agreed at the final walkthrough that everything was in order.

65. After the Tripathis relocated to Florida, Northland emailed them a final statement dated July 14, 2017, which included charges in the amount of \$2,765.19, including \$1,520 for "carpet stained throughout," \$135 for "apartment cleaning," \$380 for "kitchen counter burning," and the final water bill \$155.46 (of which a portion had previously been paid), and which set forth an outstanding balance of \$824.98 after applying the entire security deposit of \$1,799. A true copy of the July 17, 2017 final statement is attached hereto as Exhibit 5.

66. The Tripathis protested the final statement of charges and sought the return of their security deposit.

67. Northland failed to return the security deposit to the Tripathis within thirty days of the termination of their tenancy, and failed to provide them with a list stating in precise detail the nature of the alleged damages and of the repairs necessary to correct such damages, and written evidence, such as estimates, bills, invoices or receipts, indicating the actual or estimated cost thereof as required by G. L. c 186B, § 15B(4)(iii).

68. Northland refused to correct its violations of G. L. c 186, § 15B (6).

CLASS ACTION ALLEGATIONS

69. Plaintiffs bring this action on behalf of themselves and other current or former lessees of the Apartment Complex as follows:

“Class A” is comprised of all lessees whose security deposits, on or after the date which was six years prior to the filing of this action, were at any time maintained by Northland in a bank not located in the Commonwealth of Massachusetts (Count I).

“Class B” is comprised of all lessees who, on or after the date which was six years prior to the filing of this action, were provided with security deposit receipts by Northland that did not state the name and location of the bank in which the deposits had been placed and the amount and account number of said deposit (Count II).

“Class C” is comprised of all lessees whose security deposits, on or after the date which was six years prior to the filing of this action, were at any time maintained by FPACP4 in a bank not located in the Commonwealth of Massachusetts (Count III).

“Class D” is comprised of all lessees who were not given written notice of the transfer of their security deposits to FPACP4 within forty-five days of transfer and/or that failed to state one or more of the following: the lessor’s name business address, and business telephone number; the name, business address, and business telephone number of the lessor’s agent, if any (Count IV).

“Class E” is comprised of all lessees whose tenancies terminated after FPACP4’s acquisition of the property and whose security deposits were not returned in full on the basis of a statement of damages not signed under the pains and penalties of perjury and/or not accompanied by written evidence of alleged damage charges (Count V).

“Class F” is comprised of all lessees who, on or after the date which was six years prior to the filing of this action, had damage charges deducted from their security deposits by Northland on the basis of a statement of damages not accompanied by written evidence of the charges (Count VI).

“Class G” is comprised of all lessees who were charged and paid additional monthly rent in lieu of purchasing liability insurance and who, on or after the date which was six (6) years prior to the filing of this action, had monies in excess of \$250 per any incident withheld from their security deposits by FPACP4 for alleged damage (Count VII).

“Class H” is comprised of all lessees who were charged and paid additional monthly rent in lieu of purchasing liability insurance and who, on or after the date which was six (6) years prior to the filing of this action, had monies in excess of \$250 per any incident withheld from their security deposits by Northland for alleged damage (Count VIII).

“Class I” is comprised of all lessees who, on or after the date that was six years prior to the filing of this action, paid any monies as a result of a water or sewer bill issued by or on behalf of Northland (Counts IX and X). A sub-class (I.1) is comprised of all class members who paid some or all of any such bill that did not state the date of the submeter reading (Count XI).

“Class J” is comprised of all lessees who, on or after the date that was six years prior to the filing of this action, paid any monies as a result of a water or sewer bill issued by or on behalf of FPACP4. (Counts XII and XIII). A sub-class (J.1) is comprised of all class members who paid some or all of any such bill that did not state the date of the submeter reading (Count XIV).

At all relevant times, the Apartment Complex contained 562 units, and Plaintiffs' claims arise from uniform business practices employed by Defendants throughout the class period. Accordingly, and in view of customary turnover rates for residential apartments, Plaintiffs allege that the members of each class and sub-class are sufficiently numerous such that joinder is impracticable.

70. There are questions of law and fact common to the class which predominate over any questions affecting only individual class members. The principal common issues are whether Defendants owned and/or operated the Apartment Complex as alleged; whether Defendants employed standard lease forms (including certain addenda) during the class periods; and whether Defendants and/or their agents engaged in one or more of the allegedly unlawful business practices during the class periods.

71. Plaintiffs' claims are typical of the claims of the Class Members. All claims arise from the same operative facts and are based on the same legal theories.

72. Plaintiffs will fairly and adequately protect the interests of class members. Plaintiffs are committed to vigorously litigating this matter and have retained counsel experienced in handling landlord-tenant, consumer protection and class action litigation. Neither Plaintiffs nor counsel have any interests that might cause them not to vigorously and competently prosecute this action.

73. A class action is superior to other methods for the fair and efficient adjudication of this controversy, as the damages suffered by individual class members are relatively small compared to the expense and burden of litigation, rendering it impractical and economically unfeasible for class members to seek redress individually. In addition, a class action is necessary to vindicate the rights of the many class members who are unaware they

have claims against one or both Defendants.

74. A class action is also a superior method for resolving this controversy because the prosecution of separate actions by individual class members would create a risk of inconsistent or varying adjudications which might establish incompatible standards of conduct for Defendants.

75. There are no unusual or extraordinary difficulties likely to be encountered by the Court in managing this case as a class action.

COUNT I
Plaintiffs v. Northland
Violations of G. L. c. 186, § 15B(3)(a)

76. The allegations of all preceding paragraphs are restated herein as if fully set forth.

77. This count is brought by Plaintiffs against Northland on behalf of themselves and Class A.

78. Northland did not deposit Plaintiffs' security deposits in a bank located within the Commonwealth.

79. Northland violated G. L. c. 186, § 15B(3)(a), entitling Plaintiffs to three times the amounts of their deposits, plus additional relief

WHEREFORE, Plaintiffs demand judgment awarding damages equal to or three times the amounts of their security deposits, and awarding interest, costs, reasonable attorney's fees, and such other relief as this Court deems meet and just.

COUNT II
Chen v. Northland
Violations of G. L. c. 186, § 15B(3)(a)

80. The allegations of all preceding paragraphs are restated herein as if fully set forth.

81. This count is brought by Chen against Northland on behalf of herself and Class B.

82. The security deposit receipts that Northland gave Chen did not identify the name and location of the bank in which the deposit had been placed and the amount and account number of said deposit in violation of G. L. c. 186, § 15B(3)(a), entitling Chen to three times the amount of her security deposit plus additional relief.

WHEREFORE, Chen demands judgment awarding damages equal to the amount of her security deposit, and awarding interest, costs, reasonable attorney's fees, and such other relief as this Court deems meet and just.

COUNT III
Chen v. FPACP4
Violations of G. L. c. 186, § 15B(3)(a)

83. The allegations of all preceding paragraphs are restated herein as if fully set forth.

84. This count is brought by Chen against FPACP4 on behalf of herself and Class C.

85. Following its acquisition of the Apartment Complex, FPACP4 maintained Chen's security deposit in a bank that was not located within the Commonwealth.

86. FPACP4 violated G. L. c. 186, § 15B(3)(a), entitling Chen to three times the amount of her security deposit plus additional relief.

WHEREFORE, Chen demands judgment awarding damages of three times the amount of her security deposit, and awarding interest, costs, reasonable attorney's fees, and such other relief as this Court deems meet and just.

COUNT IV
Chen v. Defendants
Violations of G. L. c. 186, § 15B(3) and G. L. c. 93A

87. The allegations of all preceding paragraphs are restated herein as if fully set forth.

88. This count is brought on behalf of Chen and Class D.

89. Following the sale of the Apartment Complex to FRACP4, Chen was not provided

with timely written notice of transfer by either defendant of her security deposit containing FPACP4's name, business address, and business telephone number and the same information regarding its agent, thus violating G.L. c. 186, § 15B(5).

90. As a result of the above violation, Defendants forfeited the right to retain any portion of Chen's security deposit for any reason as provided by G.L. c. 186, § 15B(6)(d).

91. Pursuant to G.L. c. 186, § 15B(7), Chen is entitled to three times the amount of her security deposit plus additional relief.

WHEREFORE, Chen demands judgment against Defendants, jointly and severally, awarding damages equal to three times the amounts of her security deposit, awarding interest, costs, and reasonable attorney's fees, and awarding such other relief as this Court deems meet and just.

COUNT V
Chen v. FPACP4
Violations of G. L. c. 186, § 15B(4)(iii)

92. The allegations of all preceding paragraphs are restated herein as if fully set forth.

93. This count is brought by Chen on behalf of herself and Class E.

94. FPACP4 failed to provide Chen, within thirty days of termination of her tenancy, an itemized list of damages sworn to by FPACP4 or its agent under pains and penalties of perjury accompanied by written evidence such as estimates, bills, invoices or receipts, indicating the actual or estimated cost thereof as required by G. L. c 186, § 15B(4)(iii).

95. FRACP4 unlawfully retained and failed to return Chen's security deposit within thirty days of termination of her tenancy in violation of G. L. c 186, § 15B(4)(iii).

96. Pursuant to G. L. c. 186, § 15B(4)(iii), FPACP4 forfeited its right to retain any portion of Chen's security deposit for any reason.

97. Under G. L. c. 186, § 15B(7), FPACP4 is liable for three times the amount of Chen's security deposit plus additional relief.

WHEREFORE, Chen demands judgment against FPACP4 awarding damages equal to three times the amounts of her security deposit, awarding interest, costs, and reasonable attorney's fees, and awarding such other relief as this Court deems meet and just.

COUNT VI
Tripathis v. Northland
Violations of G. L. c. 186, § 15B(4)(iii)

98. The allegations of all preceding paragraphs are restated herein as if fully set forth.

99. This count is brought by the Tripathis on behalf of themselves and Class F.

100. Northland failed to provide the Tripathis, within thirty days of termination of their tenancy, an itemized list of damages accompanied by written evidence such as estimates, bills, invoices or receipts, indicating the actual or estimated cost thereof as required by G. L. c 186, § 15B(4)(iii).

101. Northland unlawfully retained and failed to return the Tripathis' security deposit within thirty days of termination of their tenancy in violation of G. L. c 186, § 15B(4)(iii).

102. Pursuant to G. L. c. 186, § 15B(4)(iii), Northland forfeited its right to retain any portion of the Tripathis' security deposit for any reason.

103. Under G. L. c. 186, § 15B(7), Northland is liable for three times the amount of the Tripathis' security deposit plus additional relief

WHEREFORE, the Tripathis demand judgment against Northland awarding damages equal to three times the amounts of their security deposit, awarding interest, costs, and reasonable attorney's fees, and awarding such other relief as this Court deems meet

and just.

COUNT VII
Chen v. FPACP4
Breach of Contract

104. The allegations of all preceding paragraphs are restated herein as if fully set forth.

105. This count is brought by Chen on behalf of herself and Class G.

106. FPACP4 breached Chen's lease by charging her in excess of \$250 per incident for alleged damage caused to her unit even though she had been charged and paid additional rent as consideration for a waiver of liability for damages exceeding \$250 per incident.

WHEREFORE, Chen demands judgment awarding her damages, awarding interest, costs, and reasonable attorney's fees, and awarding such other relief as this Court deems meet and just.

COUNT VIII
Tripathis v. Northland
Breach of Contract

107. The allegations of all preceding paragraphs are restated herein as if fully set forth.

108. This count is brought by the Tripathis and Class H.

109. Northland breached the Tripathis' lease by charging them in excess of \$250 per incident for alleged damage caused to their unit even though they had been charged and paid additional rent as consideration for a waiver of liability for damages exceeding \$250 per incident.

WHEREFORE, the Tripathis demand judgment awarding damages, awarding interest, costs, and reasonable attorney's fees, and awarding such other relief as this Court deems meet and just.

COUNT IX
Plaintiffs v. Northland
Breach of Contract (Excessive Water/Sewer Charges)

110. Plaintiffs restate the allegations contained in all preceding paragraphs as if separately set forth herein.

111. This count is brought by Plaintiffs and Class I.

112. Northland breached its leases with Plaintiffs by causing them to be billed for water and sewer charges that were in excess of the proportional amounts attributable to them as billed by the Town of Westborough.

WHEREFORE, Plaintiffs demand judgment against Northland awarding damages equal to excessive water and sewer charges paid, awarding interest, costs, and reasonable attorney's fees, and awarding such other relief as this Court deems meet and just.

COUNT X
Plaintiffs v. Northland
Violations of G. L. c. 186, § 22(c) and (g)

113. Plaintiffs restate the allegations contained in all preceding paragraphs as if separately set forth herein.

114. This count is brought by Plaintiffs and Class I.

115. Northland caused Plaintiffs to be issued bills for water and sewer service that were not calculated in accordance with G.L. c. 186, § 22; hence, Plaintiffs should not have been billed at all.

116. As a result of said violations, Plaintiffs suffered financial loss.

WHEREFORE, Plaintiffs demand judgment awarding damages against Northland equal to all water and sewer charges paid, awarding interest, costs, and reasonable attorney's fees, and awarding such other relief as this Court deems meet and just.

COUNT XI
Plaintiffs v. Northland
Violations of G. L. c. 186, § 22(c) and (f)

117. The allegations of all preceding paragraphs are restated herein as if separately set forth herein.

118. This count is brought on behalf of Plaintiffs and sub-class I.1.

119. Northland caused bills to be issued to Plaintiffs for water and sewer charges that did not state the dates of their submeter readings, thus violating G.L. c. 186, § 22(c) and (f).

120. Northland unlawfully caused Plaintiffs to be billed for water and sewer charges, resulting in harm including financial loss.

WHEREFORE, Plaintiffs demand judgment against Northland awarding damages equal to all water and sewer fees paid, awarding interest, costs, and reasonable attorney's fees, and awarding such other relief as this Court deems meet and just.

COUNT XII
Chen v. FPACP4
Breach of Contract (Excessive Water/Sewer Charges)

121. Chen restates the allegations contained in all preceding paragraphs as if separately set forth herein.

122. This count is brought by Chen and Class J.

123. FPACP4 breached its lease with Chen by causing her to be billed for water and sewer charges that were in excess of the proportional amounts attributable to them as billed by the Town of Westborough.

WHEREFORE, Chen demands judgment against FPACP4 equal to excessive water and sewer charges paid, awarding damages, awarding interest, costs, and

reasonable attorney's fees, and awarding such other relief as this Court deems meet and just.

COUNT XIII
Chen v. FPACP4
Violations of G. L. c. 186, § 22(c) and (g)

124. Chen restates the allegations contained in all preceding paragraphs as if separately set forth herein.

125. This count is brought by Chen and Class J.

126. FPACP4 caused Chen to be issued bills for water and sewer service that were not calculated in accordance with G.L. c. 186, § 22; hence, Chen should not have been billed at all.

127. As a result of said violations, Chen suffered financial loss.

WHEREFORE, Chen demands judgment awarding damages against FPACP4 equal to all water and sewer charges paid, awarding interest, costs, and reasonable attorney's fees, and awarding such other relief as this Court deems meet and just.

COUNT XIV
Chen v. FPACP4
Violations of G. L. c. 186, § 22(c) and (f)

128. Plaintiffs restate the allegations contained in all preceding paragraphs as if separately set forth herein.

129. This count is brought on behalf of Chen and sub-class J.1.

130. FPACP4 caused bills to be issued to Chen for water and sewer charges that did not state the dates of her submeter readings, thus violating G.L. c. 186, § 22(c) and (f).

131. FPACP4 unlawfully caused Chen to be billed for water and sewer charges, resulting in harm including financial loss.

WHEREFORE, Chen demands judgment against FPACP4 awarding damages equal to all water and sewer fees paid, awarding interest, costs, and reasonable attorney's fees, and awarding such other relief as this Court deems meet and just.

PLAINTIFFS CLAIM TRIAL BY JURY.

**XUE CHEN
RAJEEV TRIPATHI
MONIKA TRIPATHI, by:**

/s/Charles G. Devine, Jr. (BBO # 548053)
DEVINE BARROWS, LLP
40 Washington Street, Suite 200
Wellesley, MA 02481
(617) 723-8988
cdevine@devinebarrowslaw.com

/s/Lei Zhao Reilley (BBO # 674373)
44 Mechanic Street, Suite 211
Newton, MA 02464
(617) 299-6627
leizhaolaw@gmail.com

/s/Kenneth D. Quat
BBO #408640
QUAT LAW OFFICES
373 Winch Street
Framingham MA 01701
508-872-1261
kquat@quatlaw.com

Certificate of Service

I certify that on June 1, 2022, I served the foregoing document upon all parties and/or counsel via electronic mail.

/s/Kenneth D. Quat

EXHIBIT 1



Apartment Lease Contract

Date of Lease Contract: March 1, 2018
(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 signing the Lease Contract):

Xue Chen, Peng Huang, Shuhua Yu, Qi Wu

Northland Fountainhead LLC and us, the owner:

(name of apartment community or title holder). You've agreed to rent Apartment No. 701 at 297 Turnpike Road

in Westborough (city), Massachusetts, 01581 (zip code) 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 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):

Heqiang Wu

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than _____ 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 1st day of March, 2018, and ends at midnight the 31st day of December, 2018. 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 33. The monthly rental rate for any Extended Term will be the market rate (at the time of the applicable extension) for a comparable apartment in the development plus a month-to-month premium of _____.

☐ 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 (at the time of the applicable extension) for a comparable apartment in the development plus a month-to-month premium of _____.

4. **SECURITY DEPOSIT.** Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ 750.00, due on or before the date this Lease Contract is signed. 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 37 and 38 for security deposit return information.

5. **KEYS AND FURNITURE.** You will be provided 2 apartment key(s), 2 mailbox key(s), and 4 other access devices for ramp/fob. Your apartment will be (check one):

☐ furnished or ☒ unfurnished.

☐ (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 \$ 1910.00 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 _____

Prorated rent of \$ _____ is due for the remainder of the first month, on _____ (year). 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. If you don't pay all rent on or before 30 days after the first of the month, you'll pay a late charge of \$ 75.00. You'll also pay a charge of \$ 50.00 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 not required to, apply payments by you to the oldest outstanding amount(s) due on your resident ledger.

7. **UTILITIES.** We'll pay for the following items, if checked:

- ☒ gas ☒ electricity ☐ master antenna
☒ trash ☐ cable TV ☐ other _____
☒ heat ☐ water

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. Cable channels that are provided may be changed during the Lease Contract term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. 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 agency rules or city ordinance.

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.

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 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, 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. **SECURITY DEVICES.** What We Must Provide. When occupancy begins we will provide you with: (1) an operating locking device on your door; and, (2) an operating locking device on every openable exterior window. Keyed locks will be re-keyed after the prior resident moves out and charged accordingly. The rekeying will be done either before you move in or within 7 days after you move in. You may not duplicate any

keys provided to you, and shall not provide or transfer your keys to anyone without management's prior written consent.

You may at any time ask us to: (1) install one keyed deadbolt lock on an exterior door if it does not have one; (2) install a bar on a sliding glass door if it does not have one; and (3) change or rekey locks or latches. We will comply with those requests, but you may be required to pay for them unless prohibited by state law.

What You Are Now Requesting You now request the following items installed at your expense (if not already installed).

- | | |
|----------------------------------------------|-----------------------------------------------|
| <input type="checkbox"/> keyed deadbolt lock | <input type="checkbox"/> doorviewer |
| <input type="checkbox"/> keyless deadbolt | <input type="checkbox"/> sliding door pinlock |
| <input type="checkbox"/> sliding door bar | |

Payment. We will pay for missing devices that are required by statute. You will pay for: (1) re-keying that you request (except when we failed to rekey after the previous resident moved out); and (2) repairs or replacements due to misuse or damage by you or your family, occupants, or guests. You must pay immediately after the work is done.

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 any additional special provisions.

- 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 caused by our fault, omission, misconduct or negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following if occurring during the Lease Contract term or renewal period: (1) damage to doors, windows, or screens caused by you, your guests and/or invitees; (2) damage from windows or doors left open; and (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.** No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 15.

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, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

- 16. LIMITATIONS ON CONDUCT.** The apartment and other areas reserved for your private use must be kept clean. 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. Any 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 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 in the apartment community 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 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 himself or herself as a resident, occupant, or guest of a specific resident in the community.

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 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.

- 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, misconduct or any other reason outside of our reasonable control. 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—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 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 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.

- 17. PROHIBITED CONDUCT.** You and your occupants or guests 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 in the common area in a way that may alarm others; 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 or no current 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.

19. RELEASE OF RESIDENT. Unless provided by this Lease Contract, 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. You may terminate the Lease Contract if you enlist or are drafted or commissioned and on active duty in the U.S. Armed Forces. You also may terminate the Lease Contract if:

- (1) you are (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; and
- (2) you (i) receive orders for permanent change-of-station, (ii) receive orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, or (iii) are relieved or released from active duty.

After you deliver to us your written termination notice, the Lease Contract will be terminated under this military clause 30 days after the date on which your next rental payment is due. You must furnish us a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or written notification from your commanding officer. Military permission for base housing does not constitute change-of-station order. After you move out, we'll return your security deposit, less lawful deductions. For the purposes of this Lease Contract, orders described in (2) above will only release the resident who qualifies under (1) and (2) above and receives the orders during the Lease Contract term and such resident's spouse or legal dependents living in the resident's household. A co-resident who is not your spouse or dependent cannot terminate under this military clause. Unless you state otherwise in paragraph 10, you represent when signing this Lease Contract that: (1) you do not already have deployment or change-of-station orders; (2) you will not be retiring from the military during the Lease Contract term; and (3) the term of your enlistment or obligation will not end before the Lease Contract term ends. Even if you are entitled to terminate this Lease Contract under this paragraph, liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the lease term when and if you move out, less rents from others received in mitigation under paragraph 29. You must immediately notify us if you are called to active duty or receive deployment or permanent change-of-station orders.

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 other safety or security devices. You agree to make every effort to follow the Security Guidelines in this Lease Contract.

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. After that, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. 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. If you disable or damage the smoke detector and/or carbon monoxide detector, or fail to replace a dead battery, or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water.

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. Unless we instruct otherwise, you must—for 24 hours a day during freezing weather—(1) keep the apartment heated to at least 50 degrees; (2) keep cabinet and closet doors open; and (3) drip hot and cold water faucets. You'll be liable for damage to our and others' property if damage is caused by broken water pipes due to your violating these requirements. 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.

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. You won't treat any of our security measures as an express or implied warranty of security, or as a guarantee against crime or of reduced risk of crime. 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. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or 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 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. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed 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 security 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 REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SIGNED AND IN WRITING 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 on a business day. 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 totally destroys the apartment, or repair is beyond reason we may terminate this Lease Contract within a reasonable time by giving you written notice. If the Lease Contract is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

24. ANIMALS. 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. If we allow an animal, you must sign a separate animal addendum, which may require additional rents, fees or other charges. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize a service animal and/or support animal and be required to sign an addendum regarding any such service or comfort animal for a disabled (handicapped) person. We may require a written statement from a qualified professional verifying the need for the support animal. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), 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 defecating, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal by following the procedures of paragraph 29.

25. WHEN WE MAY ENTER. If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives, or other persons listed in (2) below may peacefully enter the apartment at reasonable times and not with less than 24 hours notice for the purposes listed in (2) below. If nobody is in the apartment, then such persons may enter peacefully and at reasonable times and not with less than 24 hours notice by duplicate or master key (or by breaking a window or other means when necessary) if:

- (1) written notice of the entry is left in a conspicuous place in the

- apartment immediately after entry; and
- (2) entry is for inspecting the apartment, making repairs or showing apartment to prospective residents (after move-out or vacate notice has been given), purchasers or mortgage lenders (or their agents), or verifying compliance with this Lease Contract.

26. MULTIPLE RESIDENTS OR OCCUPANTS. Each resident is jointly and severally liable for all Lease Contract obligations. If you or any guest or occupant violates 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 Lease Contract termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident hereby appoints all other residents of your apartment as an agent authorized to receive notices and service of process. 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.

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;
- (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 to 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 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; (7) you or any guest or occupant engages in any of the prohibited conduct described in Paragraph 17; or (8) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government.

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 to 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 or subsequent reletting 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 fees or other sums

27. REPLACEMENTS AND SUBLETTING. Replacing a resident, subletting, or assignment is allowed only when we consent in writing which consent shall not be unreasonably withheld or delayed. If departing or remaining residents find a replacement resident acceptable to us before moving out and we consent in writing to the replacement, subletting, or assignment, then:

- (1) an administrative (paperwork) and/or transfer fee will be due, and a rekeying fee will be due if rekeying is requested or required; and
- (2) you will remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.

Procedures for Replacement. If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract; or (2) the remaining and replacement residents must sign an entirely new Lease Contract. 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.

due; the filing or acceptance doesn't waive or diminish our right of eviction, or any other contractual or statutory right. If your one (1) year 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 fees 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, 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, Lease Contract termination, pursuit of an eviction, and reimbursement for any and all attorney's fees and/or litigation costs/expenses. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). 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).

Mitigation of Damages. If you move out early, you'll be subject to all remedies. We'll exercise customary diligence to relet and minimize 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.

General Clauses

30. MISCELLANEOUS. 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. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing. 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, acceleration, liens, or other rights isn't a waiver under any circumstances. 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.

Exercising one remedy won't constitute an election or waiver of other remedies. All remedies are cumulative. 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. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option. All Lease Contract obligations must be performed in the county where the apartment is located. In the event that you commence any litigation against us, and you fail to obtain judgment in your favor, you agree to reimburse us for any and all attorney fees and costs that we incur in relation to the defense of such action.

Cable channels that are provided may be changed during the Lease Contract term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting.

All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

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. In the event that the Resident vacates 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.

31. 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 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.

Security Guidelines for Residents

- 32. SECURITY GUIDELINES.** We'd like to give you some important safety guidelines. We recommend that you follow these guidelines and use common sense in practicing safe conduct. Inform all other occupants in your dwelling, including any children you may have, about these guidelines.

PERSONAL SECURITY—WHILE INSIDE YOUR APARTMENT

1. Lock your doors and windows—even while you're inside.
2. Engage the keyless deadbolts on all doors while you're inside.
3. When answering the door, see who is there by looking through a window or peephole. If you don't know the person, first talk with him or her without opening the door. Don't open the door if you have any doubts.
4. Don't put your name, address, or phone number on your key ring.
5. Dial 911 for emergencies. If the 911 number does not operate in your area, keep phone numbers handy for the police, fire, and emergency medical services. If an emergency arises, call the appropriate governmental authorities first, then call the management.
6. Check your smoke detector monthly to make sure it is working properly and the batteries are still okay.
7. Check your doorlocks, window latches, and other devices regularly to be sure they are working properly.
8. Immediately report to management—in writing, dated and signed—any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems.
9. Immediately report to management—in writing, dated and signed—any malfunction of other safety devices outside your apartment, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
10. Close curtains, blinds, and window shades at night.

PERSONAL SECURITY—WHILE OUTSIDE YOUR APARTMENT

11. Lock your doors while you're gone. Lock any door handle lock, keyed deadbolt lock, sliding door pin lock, sliding door handle latch, and sliding door bar that you have.
12. Close and latch your windows while you're gone, particularly when you're on vacation.
13. Tell your roommate or spouse where you're going and when you'll be back.
14. Don't walk alone at night. Don't allow your family to do so.
15. Don't hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
16. Don't give entry keys, codes or electronic gate cards to anyone.
17. Let the manager and your friends know if you'll be gone for an extended time. Ask your neighbors to watch your apartment since the management cannot assume that responsibility.
18. While on vacation, temporarily stop your newspaper and mail delivery, or have your mail and newspaper picked up daily by a friend.
19. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.

PERSONAL SECURITY AWARENESS

No security system is fail-safe. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.

When Moving Out

- 33. MOVE-OUT NOTICE.** Before moving out, you must give our representative advance written move-out notice as provided below. Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire Lease Contract term if you move out early (paragraph 19) except under the military clause (paragraph 20). **YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:**

- We must receive advance written notice of your move-out date. The advance notice must be at least the number of days of notice required in paragraph 3. Oral move-out notice will not be accepted and will not terminate your Lease Contract.
- Your move-out notice must not terminate the Lease Contract sooner than the end of the Lease Contract term or renewal period.

YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE. Please use our written move-out form. You must obtain from our representative written acknowledgment that we received your move-out notice.

- 34. 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. 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.

Signatures, Originals and Attachments

- 39. ORIGINALS AND ATTACHMENTS.** This Lease Contract has been executed in multiple originals, each with original signatures—one for you and one or more for us. Our rules and community policies, if any, will be attached to the Lease Contract and given to you at signing. When an Apartment Condition Statement form is completed, both you and we should retain a copy. The items checked below are attached to this Lease Contract and are binding even if not initialed or signed.

- ☐ Animal Addendum
- ☐ Apartment Condition Statement
- ☐ Mold Addendum
- ☐ Enclosed Garage, Carport, or Storage Unit Addendum
- ☒ Community Policies Addendum
- ☐ Lease Contract Guaranty (_____ guaranties, if more than one)
- ☐ Notice of Intent to Move Out Form
- ☐ Parking Permit or Sticker (quantity: _____)
- ☐ Satellite Dish or Antenna Addendum
- ☒ Asbestos Addendum (if asbestos is present)
- ☒ Lead Hazard Information and Disclosure Addendum (federal)
- ☐ Utility Addendum
- ☒ Remote Control, Card or Code Access Gate Addendum
- ☐ Lease Contract Buy-Out Agreement
- ☐ Intrusion Alarm Addendum
- ☐ Other _____
- ☐ Other _____

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.

Name and address of locator service (if applicable)

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.

Resident's Signature

[Handwritten Signature]
[Handwritten Signature]
[Handwritten Signature]
[Handwritten Signature]

*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
297 Turnpike Rd
Westborough, MA 01581
(508) 366-4556

Date form is filled out (same as on top of page 1) 03/01/2018

SPECIAL PROVISIONS (CONTINUED FROM PAGE 2)

[Empty lines for special provisions]





LEASE ADDENDUM **LIABILITY INSURANCE REQUIRED OF RESIDENT**

1. Dwelling Unit Description. Unit No. 701,
297 Turnpike Road (street address)
in Westborough (city),
Massachusetts, 01581 (zip code).

2. Lease Contract Description.
Lease Contract date: March 1, 2018
Owner's name: Northland Fountainhead LLC

Residents (list all residents): Xue Chen

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 paragraph 8 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 \$_____ 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: Northland Fountainhead LLC
must be listed as an ADDITIONAL INTEREST

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

Resident or Residents
(All residents must sign here)

Xue Chen
Peig Hui
Heqing Qiu

Owner or Owner's Representative
(signs here)

Date of Lease Contract

March 1, 2018



Indemnification & Property Damage Liability Addendum

This is an addendum to your Apartment Lease Contract for apartment number 701 in the Fountainhead Apartments Apartment Homes in Westborough, MA 01581. It is intended to be a part of the Apartment Lease Contract between the parties for leasing a residential rental unit. Residents are required to secure liability coverage prior to their move in date.

Indemnification to Owner. Notwithstanding anything in the Apartment Lease Contract to the contrary, Resident shall indemnify and hold Owner harmless from any claims, damages, liabilities and expenses (including attorney's fees and costs) for damages or injury to any person or any property occurring within the leased premises, or any part thereof, attributed or caused by resident's actions or inactions. It is agreed that Owner carries insurance for its own protection; Resident is not a coinsured under Owner's own insurance nor a beneficiary thereof. Resident shall be responsible to Owner for all costs of repair for damages as stated herein and in the Apartment Lease Contract regardless of Owner's insurance.

Property Damage Liability. As required by the Apartment Lease Contract, Resident is obligated to maintain Property Damage Liability coverage during the term of the Apartment Lease Contract and any subsequent renewal periods. Coverage is required in the amount of one hundred thousand dollars (\$100,000.00) or more, for damages to Owner's property with provisions covering at least perils of fire, explosion, sewer backup, smoke, and accidental water discharge. Resident shall request that the Owner be named as an "interested party" or be noted to be informed if the Resident's policy has been cancelled. Such policy shall be written as a policy not contributing with and not in excess of coverage which Owner may carry.

Costs of Coverage. All costs of Resident's insurance coverage as required in this addendum shall be paid by Resident. Resident agrees to purchase coverage from an insurance company of his/her choosing meeting all requirements of the Apartment Lease Contract. If Resident fails to maintain the required insurance coverage an additional monthly rent charge of \$10.00 will apply. If Resident chooses to pay the additional rent of \$10 per month, Resident will remain liable to Owner for damages he or she causes up to the first \$250 per incident and any damages exceeding \$100,000 per incident. This is a partial waiver of liability, it is not insurance, and it is not the same as Resident procuring its own insurance. This partial waiver of liability does not apply if Resident is in violation of the terms and conditions of the Apartment Lease Contract, nor does it apply to any damages caused by intentional acts, or willful or reckless conduct by Resident or any damages caused by Resident's invitees, guests or occupants.

IT IS RECOMMENDED THAT ALL RESIDENTS OBTAIN PERSONAL PROPERTY AND CONTENTS COVERAGE

☐ I have read this Indemnification Addendum and have provided/will provide evidence of my insurance policy meeting the requirements of the Apartment Lease Contract and add owner as "interested party".

☒ I have read this Indemnification Addendum and have not purchased an insurance policy meeting the requirements of the Apartment Lease Contract. I understand that additional rent of \$10.00 per month will apply as described above.

Dated and Effective as of 03/02/2018

Resident

Resident

Resident

Resident

Apartment Owner or Owner's Representative

Updated on 6/1/2017

NORTHLAND ADDENDUM – WATER SEWER SUBMETERING

In this document the terms "you" and "your" refer to all lessees signing below; the terms "we", "us", and "our" refer to the lessor named in the rental agreement.

Sub metering of water bills saves money for residents because it encourages them to conserve water and wastewater and enables them to economically benefit by their individual conservation efforts. We as owners also have incentive to conserve because we are required by law to pay a portion of the total water bill(s) for the entire community.

1. **WATER AND SEWER SUBMETERING:** your dwelling unit is sub metered for water and sewer. Water and sewer bills will be issued monthly to you, based on your consumption per gallon as recorded on the water sub meter for the dwelling unit described below:

Apt Number: 701 Apartment Community: Fountainhead Apartments

Street Address: 297 Turnpike Road

Date of lease contract: 03/02/2018

2. **MONTHLY BILLING:** You will be billed monthly by nwp for your sub metered water and sewer consumption. Resident agrees to provide forwarding address information to the property management office upon move-out. If the resident's account balance is a credit balance, the credit balance will be refunded to the resident to the resident within 30 days of the final billing date. Prior to or upon move-out, resident's final water and sewer bill will be charged and an invoice will be sent.
3. **COVERAGE AND COST:** Your monthly bill for water and sewer will cover only water used within and sewer flowing from your dwelling unit. The sub meter bill will not include any water or sewer for common areas or common facilities. Your base water and sewer cost and your per gallon water and sewer cost will be based on the current rates that the local utility company charges us. Reporting water leaks within your apartment is the responsibility of the resident. Water leaks will impact your monthly water costs and should be reported to the management office immediately. Should you fail to report leaks to the management representative, the costs incurred will not be waived from your monthly billing statement.
4. **TIMELY PAYMENT:** You must pay your monthly water and sewer sub meter bill within 30 days after issued. If payment is not received by the designated due date, you will be liable for a late payment charge of \$ 7.50. A \$ 50.00 returned check charge will be added to any billing for checks returned to. Payments received will be applied to outstanding fees first.
5. **PENALTIES:** You will be responsible and liable for tampering and/or damaging the sub-metering equipment located within your apartment dwelling. Lessor may impose maintenance expenses and criminal penalties for willful and knowing violations.
6. **PAYMENTS:** Payments should be submitted to Northland Fountainhead LLC (For any questions concerning your bill please call: nwp customer service at _____)

Executed 03/01/2018

Lessee(s)
(all lessees must sign.)

Xue Chu
Chen Wu
Shu Huang
Heping Qiu

owners and/or
Owner's representative

EXHIBIT 2



Apartment Lease Contract

Date of Lease Contract: October 11, 2018
(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 signing the Lease Contract):
Xue Chen, peng huang, shuhua yu, qi wu

and us, the owner:
Northland Fountainhead LLC

(name of apartment community or title holder). You've agreed to rent Apartment No. 701 at 237 Turnpike Road

in Westborough (city), Massachusetts, 01581 (zip code) 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 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):
heqiang qiu

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 1st day of January, 2019, and ends at midnight the 31st day of December, 2019. 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 33. The monthly rental rate for any Extended Term will be the market rate (at the time of the applicable extension) for a comparable apartment in the development plus a month-to-month premium of _____.

☐ 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 (at the time of the applicable extension) for a comparable apartment in the development plus a month-to-month premium of _____.

4. **SECURITY DEPOSIT.** Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ 750.00, due on or before the date this Lease Contract is signed. 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 37 and 38 for security deposit return information.

5. **KEYS AND FURNITURE.** You will be provided 2 apartment key(s), 2 mailbox key(s), and 4 other access devices for camp/foh. Your apartment will be (check one):
☐ furnished or ☒ unfurnished.

☐ (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 \$ 1910.00 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 www.Fountainheadapartmentsma.com

Prorated rent of \$ _____ is due for the remainder of the first month, on _____ (year). 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. If you don't pay all rent on or before 30 days after the first of the month, you'll pay a late charge of \$ 75.00. You'll also pay a charge of \$ 50.00 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 not required to, apply payments by you to the oldest outstanding amount(s) due on your resident ledger.

7. **UTILITIES.** We'll pay for the following items, if checked:

- ☒ gas ☒ electricity ☐ master antenna
☒ trash ☐ cable TV ☐ other _____
☒ heat ☐ water

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. Cable channels that are provided may be changed during the Lease Contract term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. 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 agency rules or city ordinance.

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.

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 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, 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. **SECURITY DEVICES.** What We Must Provide. When occupancy begins we will provide you with: (1) an operating locking device on your door; and, (2) an operating locking device on every operable exterior window. Keyed locks will be re-keyed after the prior resident moves out and charged accordingly. The rekeying will be done either before you move in or within 7 days after you move in. You may not duplicate any

19. RELEASE OF RESIDENT. Unless otherwise provided by this Lease Contract, 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. You may terminate the Lease Contract if you enlist or are drafted or commissioned and on active duty in the U.S. Armed Forces. You also may terminate the Lease Contract if:

- (1) you are (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; and
- (2) you (i) receive orders for permanent change-of-station, (ii) receive orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, or (iii) are relieved or released from active duty.

After you deliver to us your written termination notice, the Lease Contract will be terminated under this military clause 30 days after the date on which your next rental payment is due. You must furnish us a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or written notification from your commanding officer. Military permission for base housing does not constitute change-of-station order. After you move out, we'll return your security deposit, less lawful deductions. For the purposes of this Lease Contract, orders described in (2) above will only release the resident who qualifies under (1) and (2) above and receives the orders during the Lease Contract term and such resident's spouse or legal dependents living in the resident's household. A co-resident who is not your spouse or dependent cannot terminate under this military clause. Unless you state otherwise in paragraph 10, you represent when signing this Lease Contract that: (1) you do not already have deployment or change-of-station orders; (2) you will not be retiring from the military during the Lease Contract term; and (3) the term of your enlistment or obligation will not end before the Lease Contract term ends. Even if you are entitled to terminate this Lease Contract under this paragraph, liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the lease term when and if you move out, less rents from others received in mitigation under paragraph 29. You must immediately notify us if you are called to active duty or receive deployment or permanent change-of-station orders.

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 other safety or security devices. You agree to make every effort to follow the Security Guidelines in this Lease Contract.

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. After that, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. 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. If you disable or damage the smoke detector and/or carbon monoxide detector, or fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water.

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. Unless we instruct otherwise, you must—for 24 hours a day during freezing weather—(1) keep the apartment heated to at least 50 degrees; (2) keep cabinet and closet doors open; and (3) drip hot and cold water faucets. You'll be liable for damage to our and others' property if damage is caused by broken water pipes due to your violating these requirements. 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.

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. You won't treat any of our security measures as an express or implied warranty of security, or as a guarantee against crime or of reduced risk of crime. 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. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or 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 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. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed 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 security 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 REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SIGNED AND IN WRITING 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 on a business day. 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 totally destroys the apartment, or repair is beyond reason we may terminate this Lease Contract within a reasonable time by giving you written notice. If the Lease Contract is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

24. ANIMALS. 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. If we allow an animal, you must sign a separate animal addendum, which may require additional rents, fees or other charges. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize a service animal and/or support animal and be required to sign an addendum regarding any such service or comfort animal for a disabled (handicapped) person. We may require a written statement from a qualified professional verifying the need for the support animal. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), 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. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal by following the procedures of paragraph 29.

25. WHEN WE MAY ENTER. If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives, or other persons listed in (2) below may peacefully enter the apartment at reasonable times and not with less than 24 hours notice for the purposes listed in (2) below. If nobody is in the apartment, then such persons may enter peacefully and at reasonable times and not with less than 24 hours notice by duplicate or master key (or by breaking a window or other means when necessary) if:

- (1) written notice of the entry is left in a conspicuous place in the

- apartment immediately prior to the entry, and
- (2) entry is for: inspecting the apartment, making repairs or showing apartment to prospective residents (after move-out or vacate notice has been given), purchasers or mortgage lenders (or their agents), or verifying compliance with this Lease Contract.

26. MULTIPLE RESIDENTS OR OCCUPANTS. Each resident is jointly and severally liable for all Lease Contract obligations. If you or any guest or occupant violates 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 Lease Contract termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident hereby appoints all other residents of your apartment as an agent authorized to receive notices and service of process. 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.

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;
- (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 to 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 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; (7) you or any guest or occupant engages in any of the prohibited conduct described in Paragraph 17; or (8) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government.

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 or subsequent reletting 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 fees or other sums

General Clauses

30. MISCELLANEOUS. 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. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing. 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, acceleration, liens, or other rights isn't a waiver under any circumstances. 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.

Exercising one remedy won't constitute an election or waiver of other remedies. All remedies are cumulative. 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. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option. All Lease Contract obligations must be performed in the county where the apartment is located. In the event that you commence any litigation against us, and you fail to obtain judgment in your favor, you agree to reimburse us for any and all attorney fees and costs that we incur in relation to the defense of such action.

27. REPLACEMENTS AND SUBLETTING. Replacing a resident, subletting, or assignment is allowed only when we consent in writing which consent shall not be unreasonably withheld or delayed. If departing or remaining residents find a replacement resident acceptable to us before moving out and we consent in writing to the replacement, subletting, or assignment, then:

- (1) an administrative (paperwork) and/or transfer fee will be due, and a rekeying fee will be due if rekeying is requested or required; and
- (2) you will remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.

Procedures for Replacement. If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract; or (2) the remaining and replacement residents must sign an entirely new Lease Contract. 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.

due; the filing or acceptance doesn't waive or diminish our right of eviction, or any other contractual or statutory right. If your one (1) year 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 fees 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, 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, Lease Contract termination, pursuit of an eviction, and reimbursement for any and all attorney's fees and/or litigation costs/expenses. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). 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).

Mitigation of Damages. If you move out early, you'll be subject to all remedies. We'll exercise customary diligence to relet and minimize 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.

Cable channels that are provided may be changed during the Lease Contract term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting.

All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

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. In the event that the Resident vacates 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.

31. 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 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.

Security Guidelines for Residents

- 32. SECURITY GUIDELINES.** We'd like to give you some important safety guidelines. We recommend that you follow these guidelines and use common sense in practicing safe conduct. Inform all other occupants in your dwelling, including any children you may have, about these guidelines.

PERSONAL SECURITY—WHILE INSIDE YOUR APARTMENT

1. Lock your doors and windows—even while you're inside.
2. Engage the keyless deadbolts on all doors while you're inside.
3. When answering the door, see who is there by looking through a window or peephole. If you don't know the person, first talk with him or her without opening the door. Don't open the door if you have any doubts.
4. Don't put your name, address, or phone number on your key ring.
5. Dial 911 for emergencies. If the 911 number does not operate in your area, keep phone numbers handy for the police, fire, and emergency medical services. If an emergency arises, call the appropriate governmental authorities first, then call the management.
6. Check your smoke detector monthly to make sure it is working properly and the batteries are still okay.
7. Check your doorlocks, window latches, and other devices regularly to be sure they are working properly.
8. Immediately report to management—in writing, dated and signed—any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems.
9. Immediately report to management—in writing, dated and signed—any malfunction of other safety devices outside your apartment, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
10. Close curtains, blinds, and window shades at night.

PERSONAL SECURITY—WHILE OUTSIDE YOUR APARTMENT

11. Lock your doors while you're gone. Lock any door handle lock, keyed deadbolt lock, sliding door pin lock, sliding door handle latch, and sliding door bar that you have.
12. Close and latch your windows while you're gone, particularly when you're on vacation.
13. Tell your roommate or spouse where you're going and when you'll be back.
14. Don't walk alone at night. Don't allow your family to do so.
15. Don't hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
16. Don't give entry keys, codes or electronic gate cards to anyone.
17. Let the manager and your friends know if you'll be gone for an extended time. Ask your neighbors to watch your apartment since the management cannot assume that responsibility.
18. While on vacation, temporarily stop your newspaper and mail delivery, or have your mail and newspaper picked up daily by a friend.
19. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.

PERSONAL SECURITY AWARENESS

No security system is failsafe. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.

When Moving Out

- 33. MOVE-OUT NOTICE.** Before moving out, you must give our representative advance written move-out notice as provided below. Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire Lease Contract term if you move out early (paragraph 19) except under the military clause (paragraph 20). **YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:**

- We must receive advance written notice of your move-out date. The advance notice must be at least the number of days of notice required in paragraph 3. Oral move-out notice will not be accepted and will not terminate your Lease Contract.
- Your move-out notice must not terminate the Lease Contract sooner than the end of the Lease Contract term or renewal period.

YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE. Please use our written move-out form. You must obtain from our representative written acknowledgment that we received your move-out notice.

- 34. 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. 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.

- 35. 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, which shall be deemed property damage.

- 36. 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.

- 37. 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).

- 38. DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.** We'll mail you 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.

Signatures, Originals and Attachments

- 39. ORIGINALS AND ATTACHMENTS.** This Lease Contract has been executed in multiple originals, each with original signatures—one for you and one or more for us. Our rules and community policies, if any, will be attached to the Lease Contract and given to you at signing. When an Apartment Condition Statement form is completed, both you and we should retain a copy. The items checked below are attached to this Lease Contract and are binding even if not initialed or signed.

- ☐ Animal Addendum
- ☐ Apartment Condition Statement
- ☐ Mold Addendum
- ☐ Enclosed Garage, Carport, or Storage Unit Addendum
- ☒ Community Policies Addendum
- ☐ Lease Contract Guaranty (_____ guaranties, if more than one)
- ☐ Notice of Intent to Move Out Form
- ☐ Parking Permit or Sticker (quantity: _____)
- ☒ Satellite Dish or Antenna Addendum
- ☒ Asbestos Addendum (if asbestos is present)
- ☒ Lead Hazard Information and Disclosure Addendum (federal)
- ☐ Utility Addendum
- ☒ Remote Control, Card or Code Access Gate Addendum
- ☐ Lease Contract Buy-Out Agreement
- ☐ Intrusion Alarm Addendum
- ☐ Other _____
- ☐ Other _____

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.

Name and address of locator service (if applicable)

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.

Resident or Residents (all sign below)

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

**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.

Address and phone number of owner's representative for notice purposes
297 Turnpike Rd
Westborough, MA 01581
(508) 366-4556

Date form is filled out (same as on top of page 1) 10/11/2018

SPECIAL PROVISIONS (CONTINUED FROM PAGE 2)

Fountainhead Apartments
Xue Chen, peng huang, shuhua yu, qi wu





Additional Special Provisions

DWELLING UNIT DESCRIPTION. Unit No. 701 , 297 Turnpike Road
(street address) in Westborough (city), Massachusetts, 01581 (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract date: October 11, 2018

Owner's name: Northland Fountainhead LLC

Residents (list all residents): Xue Chen, peng huang, shuhua yu, qi wu

For all after hours lock out calls, we will only open the door for you or occupants listed in the Lease Contract and who have provided proper photo identification. We will assess a charge of \$200 for after hours lock out calls. "After hours" is defined as any time the community's management office is not open for business.

Resident(s)
(All residents must sign)

[Handwritten signatures of residents]

Owner or Owner's Representative

Date of Signing Addendum

10/13/18
10/14/18
10/13/18
10/14/18

Date of Signing Addendum

Xue Chen, peng huang, shuhua yu, qi wu





LEASE ADDENDUM
LIABILITY INSURANCE REQUIRED OF RESIDENT

1. Dwelling Unit Description. Unit. No. 701
297 Turnpike Road (street address)
in Westborough (city),
Massachusetts, 01581 (zip code).

2. Lease Contract Description.
Lease Contract date: October 11, 2018
Owner's name: Northland Fountainhead LLC

Residents (list all residents): Xue Chen, peng huang,
shuhua yu, qi wu

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 paragraph 8 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 \$ _____ 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: "Northland Fountainhead LLC
297 Turnpike Rd. Westborough, MA 01581"
must be listed as an ADDITIONAL INTEREST.

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

Resident or Residents
[All residents must sign here]

Xue Chen
peng huang
shuhua yu
qi wu

Owner or Owner's Representative
[signs here]

Date of Lease Contract

October 11, 2018



Indemnification & Property Damage Liability Addendum

This is an addendum to your Apartment Lease Contract for apartment number 701 in the Fountainhead Apartments Apartment Homes in Westborough, MA 01581

It is intended to be a part of the Apartment Lease Contract between the parties for leasing a residential rental unit. Residents are required to secure liability coverage prior to their move in date.

Indemnification to Owner. Notwithstanding anything in the Apartment Lease Contract to the contrary, Resident shall indemnify and hold Owner harmless from any claims, damages, liabilities and expenses (including attorney's fees and costs) for damages or injury to any person or any property occurring within the leased premises, or any part thereof, attributed or caused by resident's actions or inactions. It is agreed that Owner carries insurance for its own protection; Resident is not a coinsured under Owner's own insurance nor a beneficiary thereof. Resident shall be responsible to Owner for all costs of repair for damages as stated herein and in the Apartment Lease Contract regardless of Owner's insurance.

Property Damage Liability. As required by the Apartment Lease Contract, Resident is obligated to maintain Property Damage Liability coverage during the term of the Apartment Lease Contract and any subsequent renewal periods. Coverage is required in the amount of one hundred thousand dollars (\$100,000.00) or more, for damages to Owner's property with provisions covering at least perils of fire, explosion, sewer backup, smoke, and accidental water discharge. Resident shall request that the Owner be named as an "interested party" or be noted to be informed if the Resident's policy has been cancelled. Such policy shall be written as a policy not contributing with and not in excess of coverage which Owner may carry.

Costs of Coverage. All costs of Resident's insurance coverage as required in this addendum shall be paid by Resident. Resident agrees to purchase coverage from an insurance company of his/her choosing meeting all requirements of the Apartment Lease Contract. If Resident fails to maintain the required insurance coverage an additional monthly rent charge of \$12.00 will apply. If Resident chooses to pay the additional rent of \$12 per month, Resident will remain liable to Owner for damages he or she causes up to the first \$250 per incident and any damages exceeding \$100,000 per incident. This is a partial waiver of liability, it is not insurance, and it is not the same as Resident procuring its own insurance.

This partial waiver of liability does not apply if Resident is in violation of the terms and conditions of the Apartment Lease Contract, nor does it apply to any damages caused by intentional acts, or willful or reckless conduct by Resident or any damages caused by Resident's invitees, guests or occupants.

IT IS RECOMMENDED THAT ALL RESIDENTS OBTAIN PERSONAL PROPERTY AND CONTENTS COVERAGE

☐ I have read this Indemnification Addendum and have provided/will provide evidence of my insurance policy meeting the requirements of the Apartment Lease Contract and add owner as "interested party".

☒ I have read this Indemnification Addendum and have not purchased an insurance policy meeting the requirements of the Apartment Lease Contract. I understand that additional rent of \$12.00 per month will apply as described above.

Dated and Effective as of 01/01/2019

Resident

Resident

Resident

Resident

Apartment Owner or Owner's Representative

NORTHLAND ADDENDUM - WATER SEWER SUBMETERING

In this document the terms "you" and "your" refer to all lessees signing below; the terms "we", "us", and "our" refer to the lessor named in the rental agreement.

Sub metering of water bills saves money for residents because it encourages them to conserve water and wastewater and enables them to economically benefit by their individual conservation efforts. We as owners also have incentive to conserve because we are required by law to pay a portion of the total water bill(s) for the entire community.

1. **WATER AND SEWER SUBMETERING:** your dwelling unit is sub metered for water and sewer. Water and sewer bills will be issued monthly to you, based on your consumption per gallon as recorded on the water sub meter for the dwelling unit described below:

Apt Number: 701

Apartment Community: Fountainhead Apartments

Street Address: 297 Turnpike Road

Date of lease contract: 01/01/2019

2. **MONTHLY BILLING:** You will be billed monthly by NWP for your sub metered water and sewer consumption. Resident agrees to provide forwarding address information to the property management office upon move-out. If the resident's account balance is a credit balance, the credit balance will be refunded to the resident within 30 days of the final billing date. Prior to or upon move-out, resident's final water and sewer bill will be charged and an invoice will be sent.
3. **COVERAGE AND COST:** Your monthly bill for water and sewer will cover only water used within and sewer flowing from your dwelling unit. The sub meter bill will not include any water or sewer for common areas or common facilities. Your base water and sewer cost and your per gallon water and sewer cost will be based on the current rates that the local utility company charges us. Reporting water leaks within your apartment is the responsibility of the resident. Water leaks will impact your monthly water costs and should be reported to the management office immediately. Should you fail to report leaks to the management representative, the costs incurred will not be waived from your monthly billing statement.
4. **TIMELY PAYMENT:** You must pay your monthly water and sewer sub meter bill within 30 days after issued. If payment is not received by the designated due date, you will be liable for a late payment charge of \$ 7.50. A \$ 50.00 returned check charge will be added to any billing for checks returned to. Payments received will be applied to outstanding fees first.
5. **PENALTIES:** You will be responsible and liable for tampering and/or damaging the sub-metering equipment located within your apartment dwelling. Lessor may impose maintenance expenses and criminal penalties for willful and knowing violations.
6. **PAYMENTS:** Payments should be submitted to Northland Fountainhead LLC
call: NWP (For any questions concerning your bill please customer service at _____)

Executed 10/11/2018

Lessee(s)
(all lessees must sign.)

[Signature]
[Signature]
[Signature]
[Signature]

owners and/or
Owner's representative

EXHIBIT 3

911580709-001

BILL DATE

12420

ACCOUNT #



SERVICE ADDRESS

297 TURNPIKE RD APT 701

BILLING PERIOD

04/11/2018-05/10/2018

DAYS BILLED

11/06/01 12:28:11

SERVICE TYPE

DESCRIPTION

AMOUNT

Submetered Water Service
Submetered Sewer Service

0.97 units @ 0.008084 per unit
0.97 units @ 0.010972 per unit

\$70.31
\$93.42

DUE DATE

07/01/2018

NET AMOUNT DUE

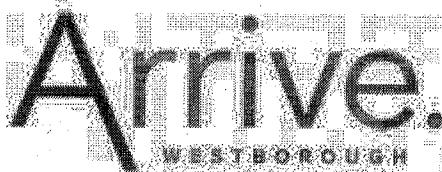
\$165.74

CUSTOMER INFORMATION

<u>Service</u>	<u>Begin</u>	<u>End</u>	<u>Usage</u>	<u>UOM</u>	<u>Rate</u>
Hot/Cold	53840	54251	611	1 GAL	0.008084
Hot/Cold	72683	74259	1576	1 GAL	0.008084
Hot/Cold	204699	211209	6510	1 GAL	0.008084

- Please log onto the Resident Portal at <https://fountainhead-apts.residentportal.com> and submit your payment online.
 - For billing information please contact RealPage Utility Management Billing Support at 800.690.7355.
 - Send billing disputes and written inquiries to: Fountainhead Apartments Attn: Property Manager, 297 TURNPIKE RD, WESTBOROUGH, MA, 01581
- Enroll in our eBill service TODAY. Go Green. Go Paperless! Visit us online at <https://one.nwresident.com/>

EXHIBIT 4



Arrive Westborough
297 Turnpike Rd.
Westborough, MA 01581

Statement Date: Jan 10, 2020

Outstanding Balance: **\$2,487.01**

Xue Chen
14 LINDEN ST UNIT 14
NEWTON, MA 02464

Lease: 13725282
Unit: 297 701
Move In Date: 03/01/2018
Lease Start Date: 01/01/2019
Lease End Date: 12/31/2019
Notice Given Date: 12/19/2019
Move Out Date: 12/31/2019

Lease Holders

Name

Occupant Type

Xue Chen	Primary
Peng Huang	Roommate
Shuhua Yu	Roommate
Heqiang Qiu	Roommate
Qi Wu	Roommate

Outstanding Charges

Date	Description	Notes	Amount	Taxes	Total Amount
01/10/2020	Move Out Charge	Replace Stove	\$1,299.00	\$0.00	\$1,299.00
01/10/2020	Move Out Charge	Replace Hood Vent	\$124.95	\$0.00	\$124.95
01/10/2020	Move Out Charge	Respray Kitchen Countertop	\$380.00	\$0.00	\$380.00
01/10/2020	Move Out Charge	Replace All Carpet	\$947.23	\$0.00	\$947.23
01/10/2020	Move Out Charge	Apartment Cleaning	\$225.00	\$0.00	\$225.00
01/10/2020	Move Out Charge	Respray Common Bathroom Vanity	\$130.00	\$0.00	\$130.00
01/10/2020	Move Out Charge	Final Water Bill 12.01.2019 - 12.31.2019	\$15.70	\$0.00	\$15.70

Date	Description	Notes	Amount	Taxes	Total Amount
01/10/2020	Move Out Charge	Replace Bedroom Door	\$100.00	\$0.00	\$100.00
12/28/2019	Utility Fees	Utility Fees 11/01/2019 - 11/30/2019	\$19.75	\$0.00	\$19.75

Total Unpaid Charges: \$3,241.63

Repayment Agreements

ID	Start Date	End Date	Payments Due	Payment Amount	Due Now	Balance
----	------------	----------	--------------	----------------	---------	---------

Total Repayment Agreement Balance: \$0.00

Deposits

Date	Description	Amount
03/01/2018	Beginning Deposit Held	\$750.00

Total Deposits Held: \$750.00

Unapplied Payments / Credits

Date	Description	Notes	Amount	Taxes	Total Amount
01/10/2020	Security Deposit Interest	Deposit Interest Posted From 05/31/2019 To 01/10/2020	\$4.62	\$0.00	\$4.62

Total Unapplied Payments / Credits: \$4.62

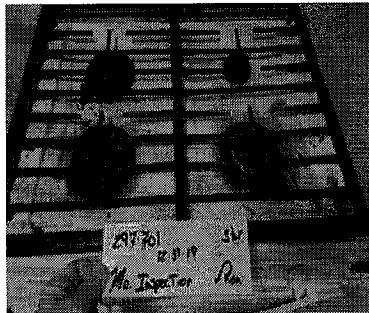
Outstanding Balance: \$2,487.01

Thank you for residing at our community. We have completed your Final Move-Out Statement and have determined you owe a balance. Please be advised that you must submit the amount owed within 30 days.

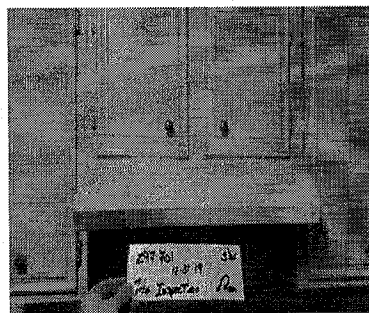
You should expect to receive an email with a link to an online payment portal. From there, you can make payments 24/7 and view a copy of your move-out itemization. We make any and all efforts to avoid sending your account to a collection agency. However, in the event you are unable to make a timely payment, your account will be forwarded to a collection provider and your credit may be adversely affected. Should you have any questions about this statement and/or would like to set up a payment arrangement, please contact Central Accounting at (888) 260-2262 or trinity@centralaccountingmgr.com. We are happy to be of service. Thank you again for calling our community your home.

Charge Details

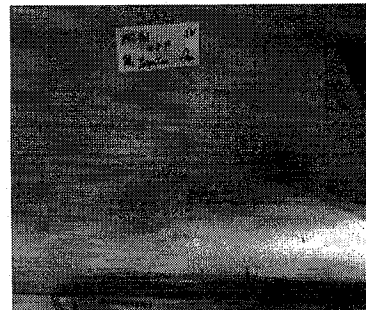
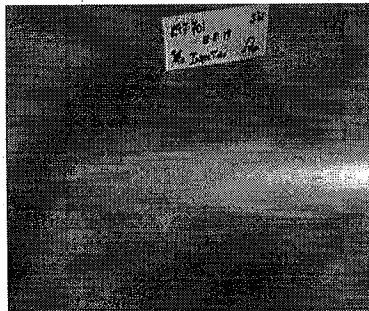
Date	Description	Amount	Description
01/10/2020	Move Out Charge	\$1,299.00	Replace Stove



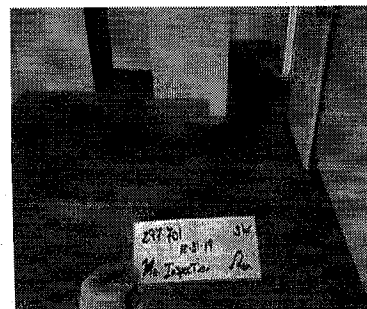
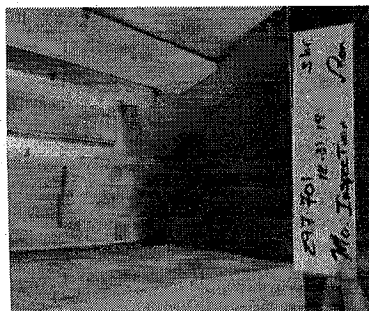
01/10/2020	Move Out Charge	\$124.95	Replace Hood Vent
------------	-----------------	----------	-------------------

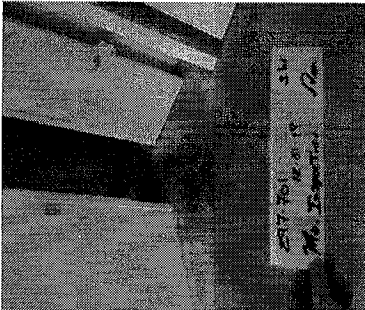
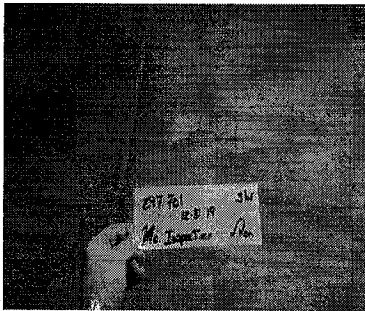
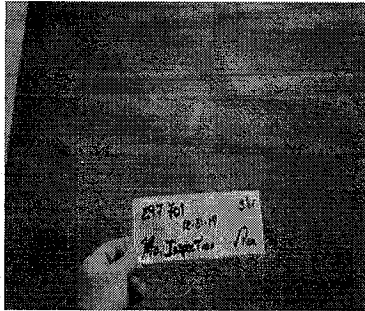
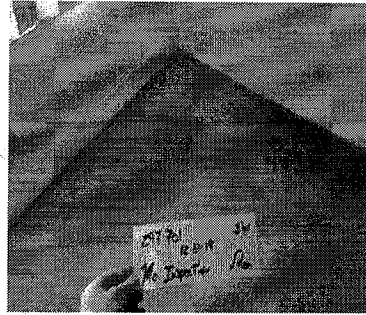
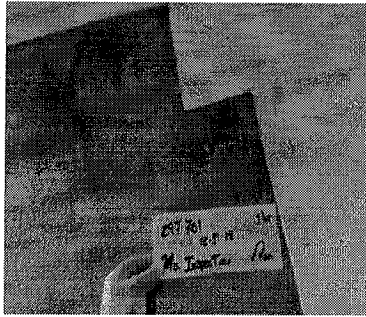


01/10/2020	Move Out Charge	\$380.00	Respray Kitchen Countertop
------------	-----------------	----------	----------------------------



01/10/2020	Move Out Charge	\$947.23	Replace All Carpet
------------	-----------------	----------	--------------------



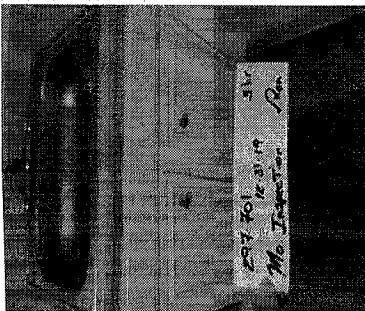


01/10/2020

Move Out Charge

\$225.00

Apartment Cleaning



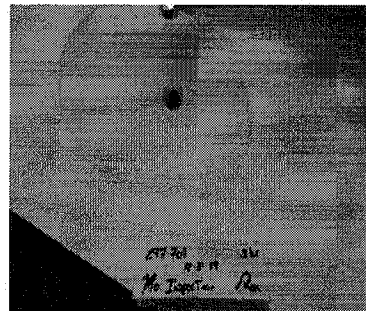
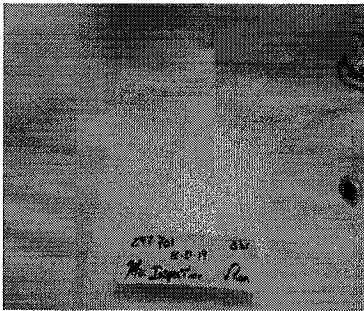


01/10/2020

Move Out Charge

\$130.00

Respray Common Bathroom
Vanity



01/10/2020

Move Out Charge

\$100.00

Replace Bedroom Door



EXHIBIT 5

Statement of Deposit Detail

From: Fountainhead
297 Turnpike Road
Westborough, MA 01581

Date Printed: 7/17/2017
Date Prepared: 6/1/2017

To: Rajeev Tripathi
297 Turnpike Road
Westborough, MA 01581

Account Number: M2400-240-297525-2

Apartment	Move In Date	Lease Expire Date	Notice Given Date	Move out Date
240-297525	11/14/2015	7/13/2017	6/1/2017	7/13/2017
Recurring Charges				
IRLL	Addl Monthly Rent - No HO4 Policy		10.00	
RENT	Monthly Rent		2,421.00	
Deposits /Interest				
SEC	Security Deposit		1,799.00	
Total			1,799.00	
Charges				
CAR	carpet stained throughout		1,520.00	
DMG	kitchen cabinets heavily stain		225.00	
DMG	bathroom vanities stained		240.00	
DMG	kitchen counter burned		380.00	
HSK	apartment cleaning		135.00	
WTR	04/11/17-05/10/17		109.73	
WTR	final water bill		155.46	
Total			2,765.19	
Credits /Write offs / Forfeitures				
IRLL	Scheduler Move Out		5.81	
RENT	Scheduler Move Out		103.92	
SDIN	Yrly Sec. Dep. Interest		17.99	
SDIN	Yrly Sec. Dep. Interest		13.49	
Total			141.21	

	Charges	Deposits	Credits
Totals	2,765.19	1,799.00	141.21
Credits Applied	-141.21		-141.21
Security Applied	-1,799.00	-1,799.00	
Amount Refunded		0.00	0.00
Adjustments / Write offs / Forfeitures	0.00	0.00	
Remaining Balance		0.00	0.00
Amount Due Property	824.98		

* Signed under the pains and penalties of perjury.

Manager's Signature: _____

