

OCCUPANCY AGREEMENT

First Realty Management Corp. with an address of 80 Norman Street, Rockland, MA 02370 ("Management") as agent for Lydia Square Apartments, LP, a Massachusetts limited partnership, the owner of the development ("Owner"), hereby leases to Ramona Downing ("Resident"), the following apartment on the following terms and conditions:

Name of Development: Lydia Square Apartments (the "Development")
Name/Building Number: 80 Norman Street, Rockland, MA 02370
Apartment Address/Number: [REDACTED] the "Apartment")

A. RENT

Resident's monthly rent for the Apartment, except as may be subsequently adjusted pursuant to Paragraph B, shall be [REDACTED]. Resident's rent shall be payable in advance on the first day of each month for that month. This rent includes all utility costs except: **Electric, cable, internet, telephone.** The excluded utilities shall be paid for directly by Resident. If, during the term of this Agreement, the utility allowance for utility charges that are the responsibility of the Resident is reviewed and changed, the net rent to the Resident may change accordingly with a 30-day notice as described in Paragraph B. Because the maximum charge for the Apartment under the Low Income Housing Tax Credit Program is equal to rent plus the utility allowance, if the utility allowance increases the rent would decrease and if the utility allowance decreases, the rent could be increased in the same fashion. Rent does not include the following, which are subject to additional charges: air conditioning usage.

B. RENT ADJUSTMENTS

Resident acknowledges that the Development is operated pursuant to the requirements of the federal Low Income Housing Tax Credit program ("LIHTC Program"), as administered by the Internal Revenue Service ("IRS"). The LIHTC Program provides for a specific maximum monthly tenant rent, which amount is subject to annual adjustment. The LIHTC Program also requires that the Development be leased to "Qualified Households" as defined by Section 42 of the Internal Revenue Code. Qualified Households must meet certain income and asset limitations as well as certain rules regarding student status. Resident agrees to notify Management immediately of any change in the composition of the household residing within the Apartment.

Subject to the provisions of Paragraph G(5), the amount of the monthly rental obligation due under this Agreement may be changed by Management at any time during the term of this Agreement based upon any of the following reasons: (a) a change in the basic rent schedule for the entire Development; (b) a change in household income, household composition, or other factors considered in calculating Resident's rent in accordance with the LIHTC Program or HUD or state established subsidy rules and regulations, whichever is applicable; (c) an adjustment of any applicable utility allowance; (d) the exclusion of a utility cost previously included as part of Resident's rent; (e) changes in rules of any subsidy program pursuant to which Resident is being

assisted; (f) failure of the Resident to provide information as to the Resident's family income, composition, or other factors as required by Management; and (g) termination of the subsidy program under which the Resident is being assisted, if applicable. Resident agrees to be bound by and to pay any such rent change. Except as provided for in subsection (f) above, Management agrees to give thirty (30) days prior written notice of any such rental change to the Resident, which notice shall be accompanied by an addendum to be made a part of this Agreement stating the new amount of Resident's rent. Any such rent change shall become effective on the date stated in the thirty (30) day notice of rent change. In the event of any change in the rent, Resident may terminate this Agreement and not be bound by any such change by giving a written notice of termination to Management within ten (10) days after Management's notice is sent to Resident. Such termination shall be effective thirty (30) days after the date that the rent change was to become effective as stated in the rent adjustment notice.

C. TERM OF AGREEMENT

This Agreement is for a term of one (1) year, commencing on 11/22/2021, unless terminated as hereinafter provided, will automatically be renewed for successive terms of one year each at the end of the initial term. The Resident may terminate this Agreement at the end of the initial term or at the end of any successive term by giving at least thirty (30) days' written notice in advance to Management. Except for conditions described in Paragraph G(7) and (8), Management may terminate this Agreement at the end of the initial term or at the end of any successive term by giving at least thirty (30) days written notice in advance to the Resident. Thirty (30) days notice is effective as of the last day of a calendar month by notice given to the other party no later than the last day of the preceding month.

In the event Management, because of conditions beyond its control, is not able to deliver the Apartment to Resident within thirty (30) days from the time called for herein, either party has the right to terminate this Agreement by written notice to the other party, in which case any payment made by Resident shall be refunded and this Agreement shall terminate without any liability by either party to the other.

D. SECURITY DEPOSIT

1. Management acknowledges receipt from Resident of [REDACTED] to be held by Management during the term hereof, and any extension or renewal, as security for any unpaid rent which has not been validly withheld or deducted pursuant to law and any damage to the Apartment which is the Resident's responsibility under this Agreement; it being understood that said deposit is not to be considered prepaid rent, nor shall damages be limited to the amount of such security deposit.

Management agrees to hold the security deposit in a separate interest-bearing account in a bank within the Commonwealth and shall give the Resident a receipt within thirty (30) days after the security deposit is received, which receipt shall indicate the name and location of the bank in which the security deposit is located and the amount and account number of the security deposit.

2. Management shall, within thirty (30) days after termination of this Agreement or upon Resident's vacating the Apartment completely, whichever shall last occur, return said security deposit or any balance thereof, and any interest thereon, as required by law after deducting the amount of any unpaid rent or any damage caused by the Resident, or for which Resident is liable under the terms of this Agreement, reasonable wear and tear excepted, along with a statement itemizing with particularity the nature of any repairs necessary to correct any damage and the actual or estimated cost thereof, all in accordance with applicable law.

3. If Management holds the security deposit for a period of one year or longer from the commencement of Resident's occupancy, Management shall pay or credit interest at the rate required by law, if any, to the Resident at the end of each year of tenancy.

E. INSPECTION

1. Management and Resident, upon receipt of a security deposit or within ten (10) days after commencement of tenancy, whichever is later, shall inspect the Apartment as to its then-current condition. Management shall furnish a written description of the Apartment indicating the then-current condition including any damage thereto. Resident shall, within (15) days of receipt of such statement or the date Resident moves in, sign it and return it to Management indicating agreement or listing any damage not stated in the description furnished by Management. Resident agrees that at the end of the occupancy hereunder, Resident shall deliver up and surrender the Apartment to Management in as good condition as when received, reasonable wear and tear excepted.

2. Prior to Resident's moving out, Management shall, at Resident's request, conduct with Resident an inspection of the Apartment. At that inspection Management shall determine any need for repairs or redecorating properly chargeable to Resident. A written statement specifying the damage found shall be prepared at that time, and a copy provided to Resident. If Resident moves out without notice or fails or refuses to participate in the inspection, the inspection need not be carried out in Resident's presence, but a written statement specifying the damage found, the corrective action taken and the cost shall still be provided to Resident if Resident provides Management with a forwarding address.

F. RESIDENT AGREEMENTS

Resident agrees:

1. To pay rent on the first day of each month except as modified by Paragraph G(3). It is understood that repeated late payment of rent constitutes a breach of this Agreement sufficient to justify its termination.

2. To live in a peaceful way respecting the rights of other residents to comfort, safety, privacy, security, and peaceful enjoyment and to refrain from all acts which would interfere with such rights.

3. To maintain the Apartment in a clean condition; to use all appliances, fixtures, and equipment in a safe manner and only for the purposes for which they are intended; not to litter, destroy, deface, damage, or remove any part of the Apartment, common areas, or grounds.
4. To request and obtain written consent from Management in advance of any increase in household size for reasons other than the birth or adoption of a child, submitting at the time of the request a revised application for residency, including the proposed new household member(s). Failure to obtain such permission from Management shall be sufficient grounds for Management to terminate this Agreement.
5. To pay amounts due for repairs for property damage, reasonable wear and tear excepted, caused by the intentional or negligent conduct of Resident, a member of the Resident's household or guests, upon receipt of a bill from Management. The written bill sent to Resident shall include the items of damage, the corrective action taken and the cost thereof.
6. To report promptly to Management all maintenance problems and damage to the Apartment or any defect or malfunction of the equipment, fixtures or finishes of the Apartment. The Resident shall not, under any circumstances, undertake any repair of such items.
7. Not to assign or sublet the Apartment or permit occupancy in the Apartment other than on a temporary basis by persons not listed in Paragraph K of this Agreement, without the prior written consent of Management. For the purposes of this paragraph, temporary shall mean occupancy of not more than a cumulative total of fourteen (14) days by any one person in a calendar year.
8. Not to paint, decorate or otherwise embellish or change or make any additions or alterations to the Apartment or to any appliances, fixtures, or equipment, without the prior written consent of Management.
9. Not to install waterbeds, washing machines, dryers, air conditioners, antennas, or other like appliances or equipment, without the prior written consent of Management.
10. Not to change, alter or replace locks or add new locks without the written consent of Management. Any locks so permitted to be installed shall become the property of the Development and shall not be removed by the Resident. Upon expiration of this Agreement, Resident shall deliver to Management all keys to the Apartment, common entrances and spaces.
11. To use the Apartment for a private dwelling and for no other purpose without the prior written consent of Management.
12. To allow Management to enter the Apartment at reasonable times with adequate notice to make repairs or improvements thereto, to make preventive maintenance inspections annually and more frequently as necessary, or to show the Apartment to prospective tenants or to representatives of lenders, investors, Massachusetts Housing Investment Corporation ("MHIC"),

The Commonwealth of Massachusetts or other public agencies and in case of emergency, to allow Management to enter immediately.

13. Not to maintain pets without the prior written consent of Management, unless otherwise permitted by an Addendum to this Agreement.

14. Not to create, or allow to be created by members of Resident's household, relatives, guests, invitees or agents, any disruptive, noisy or otherwise offensive use of the Apartment or the Development.

15. Not to commit any disturbance or nuisance, private or public;

16. Not to obstruct free use or access of common areas.

17. Not to engage in, or allow to be engaged in by members of Resident's household, relatives, guests, invitees or agents, any unlawful acts or any unlawful use of the Apartment or common areas such acts or use to include but not be limited to the sale, use, distribution, manufacture, storage or possession of illegal firearms, illegal drugs or other controlled substances or the commission of acts that cause or threaten to cause physical harm or hazardous conditions to others.

18. To actively and properly supervise Resident's children, household members, relatives, guests and invitees and to be held fully accountable and responsible under this Agreement for their actions and conduct with respect to the Apartment, the common areas and other residents, as if such actions and conduct were the Resident's own.

19. To comply with the rules, regulations and guidelines pertaining to Resident under the LIHTC Program and any subsidy program through which the Resident is being assisted.

20. To live in the Apartment and to use the Apartment as the Resident's only place of residence.

21. To obey the rules and regulations of the Development.

22. To be solely responsible for insuring the personal property, including vehicles, of the Resident in the Development. The Resident hereby acknowledges that all personal property in or about the Apartment or any other part of the Development shall be at the sole risk of the Resident, subject to the provisions of applicable law. Neither Management nor the Owner shall be liable for property of any kind which may be lost or stolen, damaged or destroyed by fire, water, steam or by any other cause whatsoever, while in the Apartment or in any storage space in the Development or elsewhere on or about the Development or for any personal injury unless caused by the negligence or other misconduct of Management. The Resident acknowledges that neither Management nor the Owner provides insurance for Resident's personal property.

23. To maintain and keep the smoke detectors in the Apartment operational at all times and to keep circuit breakers in the "on" position and batteries in place at all times. Should the Resident disconnect the smoke detector, Management assumes no responsibility for any resulting damage. Resident will notify Management immediately if Resident finds that a smoke detector is not functioning.

G. MANAGEMENT AGREEMENTS

Management agrees:

1. To maintain the Development (including the common areas), the Apartment and the equipment serving the Apartment in good condition and in compliance with the State Sanitary Code and all other applicable laws, rules and regulations of agencies of competent jurisdiction.

2. Without limiting the foregoing, to repair all defects, as promptly as possible, after receipt of notice from Resident.

3. To allow Resident, for good cause shown, including the timing of welfare or benefit payments, to pay portions of rent more frequently than once monthly in accordance with the scheduled receipt of such welfare or benefit payments.

4. To enter the Apartment only for the purposes of (i) showing the Apartment to prospective applicants for housing or to representatives of lenders, investors, MHIC, the Commonwealth or appropriate public agencies, (ii) making repairs or improvements, (iii) extermination, or (iv) preventative maintenance inspections annually and more frequently as necessary. Management shall enter the Apartment only after giving reasonable notice, at least 24 hours, to Resident and at a reasonable time, provided that Management may enter immediately and at any time if Management believes that an emergency exists. Management must always give prompt notice within 24 hours to Resident of the date, time and nature of the emergency which necessitated entry if Resident was not at home at the time of entry.

5. Intentionally omitted.

6. To give Resident not less than thirty (30) days written notice prior to termination of this Agreement.

7. To give any and all notices of termination in clear and understandable terms, including the following.

(a) The specific date this Agreement will be terminated.

(b) A full statement of the reason(s) for the action, including reference to the alleged violation(s) of this Agreement and the alleged facts upon which the action is based;

- (c) A statement that if a Resident is considered disabled under applicable state or federal law that the Resident may have a right to a reasonable accommodation to resolve violations if such violations were a result of any such disability;
 - (d) A statement that the Resident has the right to discuss the proposed termination of tenancy with Management at any time prior to the termination date set in the notice;
 - (e) A statement that if Resident remains in the Apartment after the date specified as the termination date of this Agreement, eviction will occur only after judicial action at which time the Resident may present a defense.
8. To terminate this Agreement or evict Resident for no reason other than the following:
- (a) nonpayment of rent;
 - (b) other material noncompliance with this Agreement, which term shall include (i) one or more substantial violations of this Agreement; (ii) repeated minor violations of this Agreement that (w) disrupt the livability of the Development, (x) adversely affect the health or safety of any person or the right of any resident to the quiet enjoyment of the Development and related facilities, (y) interfere with the management of the Development, or (z) have an adverse financial effect on the Development; (iii) failure of the Resident to timely supply all required information on the income and composition or eligibility factors of the Resident's household (including, but not limited to, failure to meet the disclosure and verification requirements for Social Security numbers or failure to sign and submit consent forms for obtaining wage and claim information from state unemployment agencies); and (iv) failure to provide information needed to determine whether the Resident's household is a Qualified Household under the LIHTC Program, or to knowingly provide incomplete or inaccurate information.
 - (c) other good cause, provided Management has given Resident thirty (30) days' prior notice that the conduct constitutes a basis for termination of the tenancy. Other good cause shall include, but not be limited to, any civil or criminal breach of the peace which occurs within the Apartment or Development; substantial repeated or intentional interference with the rights of other residents and/or staff; use of the Apartment for unlawful purposes; permitting unauthorized persons to live in the Apartment; repeated late payment of rent; and the Resident's refusal to accept Management's proposed changes to this Agreement.
9. Not to interfere with Resident's right to organize and join a tenant organization.
10. To impose no fees, penalties, costs or other charges on Resident except those specifically provided for in this Agreement or in the rules and regulations for the Development.

11. Not to discriminate against Resident in the provision of services, or in any other manner, on grounds of race, color, sexual orientation, creed, religion, sex, handicap, disability, or national origin, membership in a class such as unmarried parents or recipients of public assistance, or because there are children in the family.

H. ANNUAL RECERTIFICATIONS AND INTERIM RECERTIFICATIONS

1. Annual Recertifications

- (a) Resident agrees to complete and file with Management each year a recertification form providing accurate information as to household income, employment and composition. Resident must return the completed form within thirty (30) days after receipt of the form. Elderly, handicapped or otherwise disabled persons may complete this process via mail or home visit and will not be required to physically present themselves at Management's offices. Resident further agrees to furnish to Management such additional information or documentation as is needed by Management to verify information on the recertification form. Management shall then determine, on the basis of such information, whether Resident's rent should be changed, whether Resident's apartment size is still appropriate for Resident's needs, and whether Resident is still within the income limits for continued receipt of subsidy or to qualify as an LIHTC Program or HOME Program tenant. Resident agrees to pay any resulting rent adjustment when an adjustment is warranted by such recertification. Resident further agrees to accept an apartment unit of a different size, special quality of accessibility, and location if recertification indicates the current Apartment no longer is appropriate for the household's needs.
- (b) If Resident does not submit the required recertification information by the date specified in Management's request, Management may: (i) require Resident, effective the first rent period commencing after the end of the thirty (30) day recertification notice period, to pay the approved market rent established for occupants whose rents are neither restricted nor subsidized by an affordability program. The "approved market rent" shall be the greater of the achievable market rent or the HUD Contract Rent for Section 8 Certificate holders and Massachusetts Rental Voucher Program holders or the maximum allowable rent for LIHTC Program or Home Program tenants; (ii) implement any increase in rent resulting from the recertification process without providing the thirty (30) day notice that otherwise may be required by Paragraph B; or (iii) terminate the Resident's tenancy for failure to recertify.
- (c) The LIHTC Program restricts occupancy by households whose members are all full-time students. Resident acknowledges that qualification to remain as a tenant of the Development is at all times dependent upon the household meeting all student status requirements. Should Resident's household fail to meet all student status requirements, this Agreement may be terminated. Resident agrees to notify

Management immediately of any change in student status by any member of the household.

2. Interim Recertifications

- (a) Resident agrees to report to Management within thirty (30) days any change in household composition, any decrease in the number of persons residing in the Apartment caused by departure of a household member, or any change in household income due to the employment of any adult household member reported as unemployed on the most recent certification or recertification. Management shall then determine, on the basis of such information, whether Resident's rent should be changed, and whether Resident is still within the income limits for continued receipt of subsidy and/or is still considered a Qualified Household within the meaning of the LIHTC Program. Resident agrees to pay any resulting rent adjustment when an adjustment is warranted by such recertification.
- (b) If Resident does not advise Management of interim changes of the type described above, Management may increase Resident's rent to the approved market rent as defined in Paragraph H(1)(b)(i) without providing the thirty (30) day notice that would otherwise be required by Paragraph B.
- (c) Resident may report any decrease in income or any change in other factors considered in calculating Resident's rent. If the decrease in income or change in other factors will last more than 30 days, Management will verify the information and make the appropriate rent reduction in accordance with the rules of any applicable subsidy program, to the extent subsidy funds are available for that purpose and to the extent the Resident is eligible for such subsidy funds in accordance with the tenant selection plan applicable to the Development.

3. Request for Meeting. The Resident may request to meet with Management to discuss any change in rent or assistance payment resulting from the recertification process. If Resident requests such a meeting, Management agrees to meet with Resident and to discuss how Resident's rent and assistance payment, if any, were computed.

4. Penalties. If Resident knowingly fails to report or falsely reports information on any application or recertification, or interim change regarding family composition or other data on which Resident's eligibility or rent is determined, and as a result is charged a rent less than the amount required by applicable subsidy rules, Resident agrees to reimburse Management for the difference between the rent that should have been paid and the rent that was charged. In addition, Resident may be subject to eviction because of material non-compliance with this Agreement and subject to penalties under federal and/or state law, which can involve fines and/or imprisonment. Resident is not required to reimburse Management for undercharges caused solely by Management's failure to follow applicable subsidy procedures for computing rent or assistance payments.

I. SIZE AND TYPE OF APARTMENT

Resident acknowledges that Management is required to assign apartments according to the number of household members in order to effectively allocate apartments to those with the greatest needs and to assign apartments with handicapped accessibility features to those in need of such features. If, in the judgment of Management, Resident is or becomes eligible for a different size apartment or does not need the Apartment's special accessibility features, and the appropriate size and type of apartment becomes available, Resident agrees to:

- (a) Move within thirty (30) days after Management notifies her/him that an apartment of the required size is available within the Development; or
- (b) If the Apartment is larger than needed, to remain in the Apartment and pay the approved market rent as defined in Paragraph H(1)(b)(i); or
- (c) If the Apartment is an accessible apartment, acknowledge that failure to accept the alternative Apartment offered will constitute grounds for eviction as material non-compliance with this Agreement.

J. GENERAL PROVISIONS

1. The above are the important terms governing the relationship between Management and Resident. Other terms consistent with this Agreement may be contained in the approved rules and regulations for the Development. Copies of the current rules and regulations are attached hereto.

2. If the whole or any substantial part of the Apartment, shall during the term of this Agreement, be destroyed by fire or other disaster, then:

- (a) If Management or Resident choose, this Agreement shall terminate by notice to the other party; or
- (b) If neither Management nor Resident terminates this Agreement, then a just portion of the rent to be determined by Management shall be abated until the Apartment is restored and suitable for occupation.

A notice of termination under this Paragraph shall cause this Agreement to terminate on the last day of the month in which the notice is given.

3. Management may, with the prior approval of MHIC, change any or all terms and conditions of this Agreement effective at the end of the initial term or at any time during a successive term, by serving an appropriate notice on Resident together with the offer of a revised agreement or an addendum revising this Agreement. This notice and offer must be given to Resident at least (60) days prior to the effective date of the change. Resident must, within ten (10) days after receipt of such notice, either accept the modified terms and conditions by executing the

offered revised agreement or addendum, or reject the modified terms and conditions by giving Management written notice in accordance with this Agreement that Resident intends to terminate the tenancy. Such termination shall be effective as of the date upon which the modification was to become effective as stated in the modification notice. Failure of Resident to execute the modification or to terminate his or her tenancy shall be grounds for eviction.

4. If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, the remainder of this Agreement and the application of this Agreement to other persons or circumstances shall not be affected.

5. Notices required by this Agreement shall be deemed to be properly given:

(a) To Management if mailed by registered or certified mail to Management at the address indicated in Paragraph M or at such other address as Management may designate in writing or if delivered in hand to the property manager of the Development but not to any resident superintendent or maintenance personnel.

(b) To Resident, if mailed to Resident by first-class mail addressed to the Resident at the Apartment or personally delivered to the Apartment.

Notice by Management of termination of this Agreement shall be given (i) by mail, addressed to Resident at the Apartment and (ii) by delivery of a copy of the notice to any adult person answering the door at the Apartment or, if no adult responds, by placing the notice under or through the door to the Apartment, or by affixing the notice to the door if the notice cannot be placed under or through the door of the Apartment. Residents with disabilities who have made a written request to Management that notices be given in an alternative format, such as large print or tape, or have requested that notices be sent to their representatives, shall not be considered to have received notice unless the requested instructions have been followed.

6. This Agreement is subordinate to and the rights of all parties shall be subject to all state or federal interest reduction contracts; all Section 8 contracts; all statutes, rules and regulations, including Section 42 of the Internal Revenue Code, governing the LIHTC Program; and other rules and regulations of applicable federal, state or other governmental bodies. In the event of any conflict or inconsistency, the provisions and conditions of such agreements, contracts, statutes, rules and regulations and amendments thereto shall take precedence over this Agreement.

7. The waiver of any breach of a term, condition, promise, or obligation contained in this Agreement by either Resident or Management shall not be considered to be a waiver of that or any other term, condition, promise or obligation, or of any subsequent breach thereof.

8. Subject to the maximum available under applicable law or insurance underwriting guidelines, Management will maintain insurance to cover the actual costs of relocation of Resident if displaced by fire or damage resulting from fire.

K. APPROVED OCCUPANTS

Resident agrees and certifies by signing this Agreement that only the following named persons shall be residents-in-occupancy of the Apartment, and that Resident shall not (i) assign this Agreement, (ii) sublet the Apartment, (iii) give permanent accommodation to any roomers, lodgers, or other persons not listed in this Paragraph, or (iv) permit the use of the Apartment for any purposes other than as a private dwelling solely for the following residents-in-occupancy:

Ramona Downing

L. RESIDENT'S TELEPHONE NUMBERS

Resident shall provide Management with the telephone number at which Resident can be reached at home and work, if applicable. Any change in these telephone numbers must be promptly reported.


Home Telephone Cell phone


Work Telephone

Resident shall provide Management with the telephone number of a party not living with Resident who can be called in case of an emergency.

Mitchell Downing
Name of Person


Telephone Number

M. OWNER/AGENT ADDRESS AND TELEPHONE

The present address and telephone number of the Owner is:

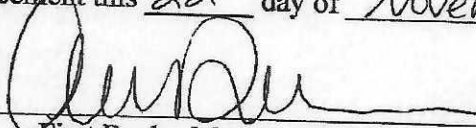
**NewGate Housing LLC
61 Blueberry Lane
Westwood, MA 02090
(617) 571-6404**

The present address and telephone number of Management, who is authorized to receive notices of violations of law and to accept service of process on behalf of the Owner, is:

**First Realty Management
80 Norman Street
Rockland, MA 02370
(781) 421-3074**

Having read and understood the above, Management and Resident sign this Occupancy Agreement this 22 day of November, 2021.

BY:



First Realty Management (Agent)
Property Manager
Lydia Square Apartments

Ramona Downing
Head of Household: Ramona Downing

Resident:

Resident: