

RESIDENTIAL APARTMENT LEASE – TERMS AND CONDITIONS (TENNESSEE FORM)

These Residential Apartment Lease – Terms and Conditions (“Terms and Conditions”) are attached to and made a part of that certain Residential Apartment Lease - Term Sheet (“Term Sheet”) entered into by Lessor and Resident as of the Effective Date. These Terms and Conditions, the Term Sheet and any written agreements incorporated into the Term Sheet are collectively referred to as the “Lease.” As used in this Lease, the term “Lessor” shall refer collectively to the entity identified as such on the Term Sheet, as agent for the owner of the Community, as well as the owner of the Community; the term “Resident” shall refer collectively to each of the resident(s) identified as such on the Term Sheet, jointly and severally; the term “Occupant” shall refer collectively to each of the occupant(s) identified as such on the Term Sheet and any others living in the Apartment (authorized or otherwise) at any time; the term “Guests” shall refer collectively to any of Resident’s or Occupant’s guests, agents or other invitees; and the term “Effective Date” shall refer to the first day on which both parties have signed the Term Sheet or the Commencement Date of the Lease Term identified on the Term Sheet, whichever is earlier. Unless otherwise defined above and herein, the capitalized terms used in these Terms and Conditions shall have the meaning set forth on the Term Sheet.

Lessor is pleased to rent to Resident, and each Resident agrees to rent from Lessor, the Premises located at the Community, subject to the provisions of the Lease. The “Premises” shall collectively refer to the Apartment located at the Community and identified on the Term Sheet (“Apartment”) as well as any other space(s) located at the Community and identified in the Total Monthly Rent section of the Term Sheet or used exclusively by Resident, if any.

1. Lease Term: The Lease Term (both dates inclusive and including any and all extensions or renewals) is identified on the Term Sheet. However, if any space other than the Apartment is a separate item in the Total Monthly Rent section of the Term Sheet, the period of time identified with that separate item shall be the Lease Term for such other space. At the end of the initial Lease Term, if Resident does not vacate the Premises, this Lease will automatically renew on a month-to-month basis at the then-current market rate for the Premises (but in no event shall the then-current market rate be less than the then-current Total Monthly Rent), together with a month-to-month premium as described below. If Resident intends to vacate the Premises upon the Expiration Date of the initial Lease Term, then Resident must provide Lessor with a notice of Resident’s intent to vacate the Premises (“Notice to Vacate”). Such Notice to Vacate must be in writing and received by Lessor at least the number of days prior to the Expiration Date of the Lease Term as shown in the Lease Term Expiration section of the Term Sheet and must coincide with the end day of the most applicable month per the terms set forth in the term sheet or subsequent month to month tenancy. Such Notice to Vacate will not release Resident from any other of Resident’s obligations under the Lease. If Resident vacates the Premises on or before the end of the initial Lease Term but fails to provide timely written Notice to Vacate the Premises as required by the Term Sheet, then, this Lease will automatically renew for an additional month, and Resident will be responsible for Rent until the earlier of (i) one month following the Expiration Date of the Lease; or (ii) the date on which a new resident’s lease term for the Premises begins.

2. Month-to-Month Tenancy: If this Lease becomes month-to-month and Resident remains in the Premises, then, during any such month-to-month tenancy, Resident shall pay to Lessor each month the then-current market rent for the Premises, together with the month-to-month premium charged by Lessor for month-to-month tenancies. Such month-to-month premium shall be considered Additional Rent and the then-current market rent, as well as the month-to-month premium, shall be payable at the same time and in the same manner as the payment of Total Monthly Rent. During any month-to-month tenancy, any and all components of Rent may be increased by Lessor at any time and from time to time upon 30 days’ prior written notice to Resident. If and when this Lease converts to a month-to-month tenancy, either party may terminate the month-to-month tenancy by giving the other party at least 30 days’ written Notice to Vacate. In the event that either party provides the other party with a timely Notice to Vacate as required under this paragraph, Resident agrees to vacate the Premises on or before the termination date set forth in such Notice to Vacate. If Resident vacates the Premises without providing timely Notice to Vacate to Lessor as required by this paragraph, Resident will be responsible for paying Resident’s then-current Rent and month-to-month premium until the earlier of (i) the expiration of one month following the date Resident provides such Notice to Vacate, or (ii) the date on which a new resident’s lease term for the Premises begins.

3. Holding Over: If Resident fails to vacate on or before the date set forth in any Notice to Vacate, Resident shall pay for the period of holdover a sum equal to the amounts payable for a month-to-month tenancy under the terms of the Month-to-Month Tenancy paragraph above. Lessor may elect to treat the tenancy as not terminated unless and until all of Resident’s personal property has been removed from the Premises and the Community and all keys, access cards and remotes previously issued to Resident by Lessor are returned to Lessor at the Management Office.

4. Termination: Upon termination of the Lease, or the termination of Resident’s right to occupy the Premises, Resident agrees to deliver to Lessor at the Management Office all keys, access cards and remotes previously issued by Lessor to Resident, to vacate the Premises and the Community peaceably and to return possession of the Premises in a clean and undamaged condition, less ordinary wear and tear. If damage to the Premises is shown on a move-in checklist or other written document agreed to in writing by Resident and Lessor at the time of move-in, Resident shall leave the Premises clean and in as good a condition as when received by Resident, less ordinary wear and tear. Notwithstanding anything to the contrary in this Lease, Resident agrees that if the Premises are not returned in such condition, Resident will be charged Lessor’s costs in entirety to repair such damage and to put the Premises in such condition.

5. Rent: For any given month, “Total Monthly Rent” is defined as the sum of all of the items identified as Total Monthly Rent on the Term Sheet for such month. Total Monthly Rent (or that portion of a given month covered by the Lease Term) is due from Resident in advance and without demand on or before the first day of each month at the Community’s on-site management office or at the location designated by Lessor (“Management Office”). All of the Other Fees and Charges identified on the Term Sheet as well as any and all contractual fees and charges owed by Resident according to the terms of this Lease and applicable law shall be deemed “Additional Rent” and, if due from Resident according to the terms of this Lease, Additional Rent shall be due either on demand or as otherwise required by the Lease. Total Monthly Rent and Additional Rent shall be referred to collectively as “Rent.” Rent shall be paid with Resident’s personal check (but not a third party personal check), cashier’s check, certified check or money order in the exact amount due in U.S. dollars; but, unless prohibited by applicable law, Lessor reserves the right to refuse payments of Rent or any or all of the Deposits identified on the Term Sheet in the form of a personal check at any time. The acceptance of partial payment, although prohibited by the stated terms of the lease, does not invalidate or diminish the enforceability, rights or remedies of Lessor under the lease, and does not obligate Lessor to accept future partial payments, nor does it constitute a waiver of any rights of Lessor, nor modify the obligation of Resident to pay the entire Rent as due. Multiple Rent payments made on an individual apartment and/or other included items stated in the term sheet must be made each month at the same time even if there is more than one Resident, as partial Rent payments will not be accepted. For

Resident's as well as Lessor's protection, payments may not be made in cash. If one or more of Resident's personal checks are dishonored by the institution from which the check is drawn, Resident may be required to pay Rent by cashier's check or money order. Lessor is not required to redeposit a dishonored check. Resident hereby waives notice of nonpayment of rent. Resident hereby acknowledges and agrees that the Rent payable hereunder, together with the Rent paid by the other residents, is used in large part to pay the salaries of employees who perform or cause to be performed services, repairs and maintenance at the Community for the benefit of Resident or the collective benefit of all residents, except as prohibited by any religious or secular law.

6. Late Charges and NSF Fee: Resident acknowledges that late payment of Rent by Resident to Lessor will cause Lessor to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs may include, without limitation, the following: lost use of funds by Lessor; charges that may be imposed on Lessor by reason of late payments owed on any obligation covering the Premises; costs incurred in connection with accounting for and attempting to collect late payments; collection agency expenses; and other administrative and accounting costs related to late payments. Therefore, if Rent is not paid on or before that day of the month identified in the Late Charge Terms section of the Term Sheet, late charges will be due from Resident in accordance with such Late Charge Terms. In no event, however, shall such late charges exceed any maximum that may be provided for by applicable law. If Resident's check is dishonored by the institution from which the check is drawn, Resident will pay an NSF Fee as set forth on the Term Sheet. In addition, applicable late charges will be due from Resident if the dishonored check is not replaced in time to avoid such late charges. The parties agree that these late charges and NSF Fees represent a fair and reasonable estimate of the costs that Lessor will incur by reason of late payment of Rent by Resident and/or Resident's payment of Rent with a dishonored check. The Lessor may increase the Late Charges and/or NSF Fees at any time with a written 30-day notice to Resident.

7. Application and Acceptance of Payments: Payments received by Lessor from or on behalf of Resident shall be applied to satisfy Resident's obligations under this Lease in the order of priority determined by Lessor, regardless of notations on checks or money orders and regardless of when the obligations arise. Lessor is not obligated to accept unpaid Rent or any other unpaid amounts, except to the extent required to be accepted by law. If Lessor accepts an amount less than the full amount due, Lessor in no way waives any of its rights and remedies under the Lease or otherwise for unpaid Rent or any other unpaid amounts. To the extent permitted by law, Lessor may, but has no obligation to, terminate this Lease if Resident is chronically late with Rent payments. Chronic late payment is defined as paying Rent so as to incur late charges under the Late Charges and NSF Fee paragraph above (whether or not actually assessed or collected) on three or more occasions in a one year period. Lessor's acceptance of multiple late payments or Lessor's agreement to forgive a late fee or to otherwise insist upon strict compliance with the terms of this Lease or Lessor's delay in demanding strict compliance with this Lease shall not, consistent with the Waiver paragraph below, constitute a waiver.

8. Security Deposit: Before Resident may occupy the Premises, Resident must pay Lessor the Total Deposits identified on the Term Sheet. These Total Deposits are not prepaid Rent, but are a good faith deposit for Resident's faithful fulfillment of each provision of this Lease as provided by applicable law and as a contingency against damages to the Premises or the Community caused by Resident, Occupant or any of their Guests. The Total Deposits will be held by Lessor without liability for interest, unless otherwise required by law. No portion of the Total Deposits may be applied by Resident to any Rent payment. Resident's responsibility for damages under this Lease is not limited to the amount of the Total Deposits, and Lessor may use any and all of the rights and remedies provided to Lessor by law and in equity to recover any and all damages Lessor sustains. After Resident vacates the Premises and the Community, the Total Deposits identified on the Term Sheet will be reconciled and returned to Resident in accordance with applicable law. The condition of the Premises at the time of vacating shall be inspected by an authorized representative of Lessor who has the final authority to determine how

much of the Total Deposits shall be refunded in accordance with the conditions set forth in this Lease. Upon vacating the Premises, the Resident agrees to have carpet professionally cleaned and to provide Lessor with a copy of said work receipt, or allow the Lessor to deduct from the security deposit the amount of the professional cleaning charges. If the charges exceed the amount of the security deposit, the Resident agrees to reimburse the Lessor for the amount of the overage. Unless otherwise required by law, if Resident makes prior arrangements with Lessor through the management office, a walk through may be requested at the time Resident vacates the Premises. If no prior arrangements are made by Resident, an authorized representative will walk the Premises within 48 hours of the date on which Resident vacates the Premises. Following compliance with all applicable federal, state and local law, the amount of the Total Deposit returned to Resident in accordance with the provisions of this Lease may be reduced by unpaid Rent, Additional Rent, and other charges and fees due and payable under this Lease, as well as amounts necessary to repair damages caused by the Resident or any Occupant or pet, and to put the Premises in the condition required by the terms of this Lease. The Total Deposit (or any portion of it remaining after any deductions by Lessor in accordance with the terms of this Lease and applicable law) will be returned in one check payable to all Residents (unless all Residents have authorized in writing that Lessor may return such deposit in one check payable to less than all Residents) and mailed to the last known address, whether that be the address of the Premises or a forwarding address provided by Resident. It is the sole responsibility of the Resident to provide to the Lessor a valid and current forwarding address upon vacating the Premises.

9. One-time Fees: In addition to the Rent and the Total Deposits identified on the Term Sheet, Resident agrees to pay, prior to occupying the Premises, the Other Fees and Charges, if any, identified on the Term Sheet. Such Other Fees and Charges are not deposits, are not refundable, and in no way release Resident from the obligation of leaving the Premises in the condition required by this Lease.

10. Lease Concessions: Lease concessions, if any, received by Resident as set forth on the Term Sheet, are contingent upon Resident's fulfilling all of Resident's obligations under this Lease for the entire Lease Term. Any concession shown on the Term Sheet that is designated as a one-time concession or a concession for "free" rent and not designated as Rent Adj/Concession, a recurring deduction from the Monthly Apartment Rent, or a concession for another specified scheduled period, must be applied toward Rent during the first month of the Lease Term and consecutive subsequent months thereafter until the balance of the concession credit reaches zero. If this Lease is terminated for any reason prior to the Expiration Date of the Lease, including, but not limited to, Resident's default or early termination of this Lease, or the termination of Resident's right to occupy the Premises, then Resident shall be obligated to pay Lessor a portion of the total lease concessions set forth on the Term Sheet in a prorated amount equal to the total lease concessions multiplied by a fraction, the numerator of which is the number of days from the date this Lease is terminated, to and including the last day of the Lease Term, and the denominator of which is the number of days in the entire Lease Term. If the concession is designated as Rent Adj/Concession or is in the form of a recurring deduction from the Monthly Apartment Rent shown on the Term Sheet or a concession for another specified scheduled period, the Rent that will be charged, after move-out, to a Resident who moves out prior to the Expiration Date of the Lease Term will be in the amount of the Monthly Apartment Rent shown on the Term Sheet, without a deduction for the recurring concession.

11. Failure to Pay Deposits, Other Fees and Charges and First Month's Rent: Unless otherwise agreed to in writing by Lessor, if Resident fails to pay, prior to occupying the Premises or on or before the Commencement Date of the Lease Term, whichever is earlier, an amount equal to the Total Deposits, the Other Fees and Charges, the Total Monthly Rent for the first full month of the Lease Term and, if the Lease Term commences on a day other than the first day of the month, that portion of the Total Monthly Rent due for the first partial month of the Lease Term, Resident shall be in default under this Lease and Lessor will have no obligation to give possession of the Premises to Resident.

12. Delay in Delivery of Possession: If Lessor does not deliver possession of the Premises on or before the Commencement Date of the Lease Term for any reason, Lessor shall not be liable for failure to deliver possession on that date and the Lease Term will not be extended, but that portion of Resident's Rent for the undelivered Premises payable under this Lease shall be abated on a per diem basis until Lessor delivers possession to Resident. Subject to applicable law, if the Premises are not delivered to Resident within 30 days from the date promised, either Resident or Lessor may thereafter terminate this Lease by written notice. If this Lease is not terminated, the Expiration Date of the Lease Term shall not be extended by reason of any delay in delivering possession of the Premises to Resident. Rent abatement or lease termination does not apply if delay is for cleaning or repairs that do not prevent Resident from occupying the Apartment or, for any undelivered Premises (other than the Apartment), if Lessor has offered to Resident substitute Premises of comparable location and quality at no additional cost to Resident.

13. Rental Application and Resident Information Updates: Resident will promptly notify Lessor in writing of any change in the information provided by Resident on Resident's rental application or any subsequent information provided to Lessor by Resident including, but not limited to any Resident Information Update Form. If any information given by Resident to Lessor is materially false, incomplete or misleading or if Resident fails to so notify Lessor of any such change, Resident shall be in default under this Lease.

14. Disclosure of Information: To the extent permitted by applicable law, Lessor may provide information on Resident or Occupant or on Resident's rental history to a third party, including, but not limited to, law enforcement personnel, future landlords, mortgagees, attorneys and collection agencies, for law-enforcement, governmental or Lessor's business purposes. If such information is requested by or on behalf of Resident, Lessor may charge Resident an administrative service fee for complying with such request. If a Guaranty is entered into in connection with this Lease, Lessor may, without notice to Resident, provide application, rental history, payment and other information concerning Resident, Occupants and/or Guests that Lessor reasonably deems relevant to any Guarantor under the Lease.

15. Utilities and Utility Cost Adjustments During Lease Term: During the Lease Term, Resident shall pay for those utilities identified but not checked on the Term Sheet ("Utilities") as well as all other utilities not identified on the Term Sheet, if any, and all deposits, fees, charges and services on utility bills for utilities connected in Resident's name. Additional terms and conditions applicable to the Utilities are set forth in the Utilities Addendum attached to this Lease. Any billing discrepancy is the sole responsibility of the resident and should be addressed to the applicable utility provider in writing.

16. Right to Enter: Subject to notice requirements imposed by applicable law, Resident consents to Lessor or Lessor's agents entering the Premises during reasonable hours for any inspections, maintenance, repairs and pest control procedures which Lessor deems necessary in its sole discretion and for delivering notices and for other purposes as provided by law. Subject to applicable law, Lessor also has the right to enter the Premises at any time in the event of an emergency or to abate a nuisance. If it is necessary to require Resident to temporarily vacate the Premises for the purpose of extermination of bugs or wood-infesting organisms or for any other reason, Resident agrees to do so upon at least seven days' notice, and Resident agrees not to hold Lessor liable for any of Resident's costs, expenses or inconvenience; provided, however, that Lessor shall abate the Total Monthly Rent for the period of time (if longer than one day) during which Resident will be required to vacate the Premises.

17. Right to Exclude: Lessor may exclude from the Community premises any Guest or Occupant who violates this Lease or any of the Community's policies, rules and regulations or disturbs other residents, occupants, any of their guests, agents or other invitees or Lessor's employees or agents. Lessor may also exclude from any common area of the Community a person who refuses to show photo identification or refuses to identify himself or herself as a resident,

occupant or a guest, agent or other invitee of a specific resident or occupant in the Community.

18. Liens or Sales by Lessor: This Lease is subject and subordinate to all present or future ground or underlying leases, mortgages or deeds of trust affecting the Premises and the Community entered into by Lessor. Resident hereby appoints Lessor as attorney-in-fact to execute and deliver any and all necessary documents to evidence such subordination. Foreclosure of any mortgage or any sale of all or any portion of the Community shall not constitute a constructive eviction of Resident and Resident agrees to attorn to the purchaser at such foreclosure or sale as if this Lease was by and between Resident, as tenant, and such purchaser, as landlord. Upon any such foreclosure or sale, Lessor shall be released from all obligations hereunder accruing from and after the date of such foreclosure or sale and Resident shall look solely to the then owner of the Community for the performance of the duties of "Lessor" hereunder, including the return of the Total Deposits as long as Lessor has assigned such Total Deposits to such purchaser.

19. Security: Resident acknowledges and agrees that protection against criminal action is not within Lessor's power, that Lessor does not provide (and does not have a duty to provide) any security protection services, security lighting or any other security measures at the Community, that Lessor has no obligation to conduct criminal background checks on actual or potential residents or occupants, that Resident shall look solely to the public police for security protection and that Resident and Occupant are responsible for their personal security. Lessor shall not be liable for failure to provide such security measures, for failure to conduct such criminal background checks or for criminal or wrongful actions by others against Resident, Occupant, Guests or others, including actions by others which cause damage to the property of Resident, Occupant or Guests.

20. Patrol Services: If, from time to time, Lessor provides patrol services at the Community (but Lessor has no obligation to provide such services), such patrol services are only for Lessor's own purposes and shall not constitute a waiver of, or in any manner modify, the security provision set forth above. Lessor shall not be liable for failure to provide patrol services and Lessor may decrease or discontinue such patrol services at any time, without notice to or consent of Resident. Resident, on their own behalf and on behalf of all Occupants and Guests does hereby hold harmless Lessor regarding any action(s) or inaction(s), taken or not taken, by patrol services, law enforcement and/or any service personnel while fulfilling their duties while at the Community.

21. Limited Access Gates: If Lessor has installed limited access gates at the Community (but Lessor has no obligation to install such gates), such gates are only for Lessor's own purposes and shall not constitute a waiver of, or in any manner modify, the security disclaimer set forth above. Resident agrees not to act in any way which may impair the use or function of such gates. Resident acknowledges and agrees that such gates are mechanical devices and can be rendered inoperative at any time and that Lessor shall not be liable for failed operations of the limited access gates. Lessor may remove such gates at any time, without notice to or consent of Resident.

22. Criminal Activity: Resident, Occupant, any of their Guests or any other person under the Resident's control shall not (i) engage in any criminal activity of any kind, including, without limitation, drug related criminal activity, as described below, prostitution or criminal street gang activity, on or near the Community or otherwise ("Criminal Activity"), (ii) engage in any act intended to facilitate Criminal Activity, (iii) use or permit the Premises to be used for, or to facilitate, Criminal Activity, or (iv) engage in any acts of violence or intimidation or any threats of violence, verbal or otherwise, including, but not limited to, the discharge or brandishing of firearms or other weapons, on or near the Community or otherwise. "Drug related criminal activity" means (i) the use of or (ii) the manufacture, sale, distribution, dispensation or possession with intent to manufacture, sell, distribute, or dispense, marijuana or any other Controlled or Counterfeit Substance, as such terms are defined in the Controlled Substances Act (21 U.S.C. 802), as amended from time to time. One or more violations of the provisions of this paragraph shall be a default under the Lease and good cause for the immediate termination of tenancy and eviction from the Premises. Unless otherwise provided by law, proof of violation

shall not require criminal conviction, but shall be by preponderance of the evidence and upon Lessor's reasonable suspicion, at Lessor's sole discretion. In addition, if Lessor has actual notice that Resident or any Occupant has engaged in any Criminal Activity during the Lease Term or otherwise, Lessor may take action to terminate the Lease and evict Resident from the Premises in accordance with applicable law. Additionally, should it be discovered that the Resident, or anyone residing with the Resident, has pled guilty to or been convicted of a sexually oriented offense and is listed or been ordered listed on the state registry of sex offenders and child-victim offenders under R.C. 2950.13 or any other similar or related law, Lessor may terminate the tenancy and evict the Resident and/or such person residing with the Resident, at the Lessor's sole and absolute discretion.

23. Use and Occupancy: The Apartment is to be occupied and used solely as a private residential household. Conducting any kind of business in the Premises or in the Community is prohibited; provided, however, 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 the Premises for business purposes and any such business must be conducted in accordance with applicable laws. Occupation of the Apartment is subject to applicable occupancy standards identified by Lessor. Only those Residents and Occupants identified on the Term Sheet, and, subject to applicable occupancy standards identified by Lessor, children born or adopted during the Lease Term, may occupy the Apartment without Lessor's prior written consent. Resident is responsible for Resident's conduct and the conduct of other persons on the Premises with Resident's consent whether known by Resident or not, to ensure that his/her neighbor's peaceful enjoyment will not be disturbed. In the event the Apartment is occupied by any other person(s) for more than seven days, consecutive or otherwise, in any one month, such person(s) shall be deemed an occupant and subject to approval by Lessor, which approval Lessor may withhold in its absolute discretion. Lessor reserves the right to require any such person(s) to (i) complete an application, which shall be subject to Lessor's approval and which approval Lessor may withhold in its absolute discretion; and (ii) pay Lessor's application fee in effect at the time of execution of such application. If Lessor consents to the occupancy of the Apartment by such other person(s), Resident and such additional person(s) must enter into a new lease for the Premises prior to the occupancy by such additional person(s). If Resident will be absent for more than seven consecutive days, Resident must notify Lessor in writing.

24. Assignment or Subletting by Resident: Resident may not assign this Lease or sublet all or any portion of the Premises without the prior written consent of Lessor. Notwithstanding any permitted assignment, subletting or replacement, Resident shall at all times remain fully responsible and liable for the payment of the Rent herein specified and the performance of all of Resident's other obligations under the terms and provisions of this Lease.

25. Pets/Animals: Lessor has approved the keeping by Resident of the pet(s) or animal(s) identified on the Term Sheet, if any, and Resident has agreed to pay the Rent, Deposits and Other Fees and Charges attributable to pets and animals as identified on the Term Sheet. Resident agrees to keep all such pets and animals currently licensed and tagged with all inoculations required by a government authority. Resident may not keep any other pets or animals (including mammals, reptiles, birds, fish, rodents and insects), even temporarily, in or about the Premises or the Community unless approved in writing by Lessor, which approval may be withheld in Lessor's absolute discretion. If subsequently approved by Lessor, then Resident and Lessor must enter into either an amendment to this Lease or a separate pet agreement for such pet or animal and, in any event, if required by Lessor, Resident must also pay a one-time non-refundable pet privilege fee, post an additional deposit (which will thereafter be included in the Total Deposit) and begin paying the monthly pet rent charged by Lessor (which will thereafter be included in the Total Monthly Rent). Any pet(s) and animal(s) approved by Lessor must be kept inside the Apartment at all times except when on a leash and accompanied by Resident and under Resident's control. Any damage, including personal injury, caused by Resident's pet or animal to the Premises, the Community, persons or the property of others is Resident's responsibility. If, in Lessor's sole discretion, the pet or animal becomes annoying, bothersome or in any way a nuisance or threat to other residents or occupants or to the Community's operation,

then upon notice from Lessor, Resident agrees to immediately remove the pet or animal from the Premises and the Community. If Resident, Occupant or any Guest violates pet or animal restrictions included in this Lease or in the Community policies, rules or regulations (with or without Resident's or Occupant's knowledge), Resident will be subject to charges, damages, eviction and other remedies provided in this Lease, at law or in equity. If a pet or animal has been in the Premises at any time during the Lease Term (with or without Lessor's consent and with or without Resident's knowledge), Lessor reserves the right to, in addition to other rights and remedies provided herein, charge Resident for defleaing, deodorizing and shampooing the Premises as necessary in Lessor's sole discretion. The Premises must be returned to rent-ready condition less normal wear and tear, up to and including replacement of applicable implements. Any such pet-related fees, deposits or pet rent shall in no way limit Lessor's right to recover from Resident the costs to repair any damage caused by such pet or animal.

26. Repair and Maintenance: Resident acknowledges that Resident has carefully inspected the Premises, finds the Premises to be in a clean, rentable, undamaged condition (except as otherwise agreed by Resident and Lessor in writing pursuant to a move-in checklist or other written document), is fully satisfied with the Premises and accepts the Premises in its "as is" condition. Resident is responsible for all tenant obligations as established by applicable law, including, but not limited to, the removal of trash and garbage from the Premises to the appropriate collection point and maintaining the Premises in a clean, sanitary, safe and undamaged condition, normal wear and tear excepted. Air conditioning and heating equipment, where and when provided by Lessor, will be maintained by Lessor, although Resident must pay for any repair required due to Resident's misuse or neglect. Resident must not obstruct or place any personal property in front of any air conditioning or heating equipment or vents. Resident must use plumbing fixtures and facilities, electrical systems and other mechanical systems and appliances in the manner designed. Any damage to the Premises or other areas of the Community caused by Resident, Occupant or any of their Guests will be corrected, repaired, or replaced at Resident's expense. Resident must immediately notify Lessor in writing of any needed maintenance or repair.

27. Fair Housing Accommodations: Lessor is dedicated to honoring Federal and state fair housing laws. Accommodations in policies and/or modifications to the Premises will be permitted and made in accordance with and as required under such fair housing laws. Prior to making any such accommodations or modifications, Resident and Lessor shall enter into a modification agreement to govern the approval and implementation of such accommodations or modifications as well as restoration obligations, if any.

28. Decorations/Alterations: Resident may not (i) decorate (other than the hanging of pictures which shall be done with care) or make alterations or other additions to the Premises, or (ii) install or maintain in the Premises or any part of the Community premises, any fixtures, major appliances, devices, or signs, without, in each case, Lessor's prior written consent. Any decorations, alterations, additions or fixtures which are made or installed after Resident has received Lessor's prior written consent shall be made or installed at Resident's expense in accordance with Lessor's standards and specifications and will remain a part of the Premises, unless Lessor specifically agrees or directs otherwise or unless otherwise required by law. In addition, Lessor may require that the Premises be returned to original rent ready condition, less normal wear and tear at the sole expense of the Resident. Any decorations, alterations, additions or fixtures which are made or installed without Lessor's prior written consent will be removed, corrected, repaired or replaced at Resident's expense. Without limiting the foregoing, Resident shall not, without Lessor's prior written consent, install or use in the Premises any electrical equipment which, in Lessor's reasonable opinion, will overload the existing wiring installations in the Premises or interfere with the use of such electrical equipment wiring facilities by other residents of the Community.

29. Locks/Security Systems: Resident shall not change door locks or add new locks or security systems, without in each instance first obtaining the prior written consent of Lessor and, if so consented to, such lock or security system shall be installed by Lessor or by a third

party approved by Lessor at Resident's expense and Resident must immediately deliver a key or access code for each such lock or security system to Lessor at the Management Office. Damage to locks by Resident will be repaired and/or replaced by or on behalf of Lessor at Resident's expense.

30. Parking: Resident is hereby authorized to use that number of Parking Space(s) identified on the Term Sheet. Lessor may, in its sole discretion, assign and reassign parking spaces or areas for residents and guests of the Community. If Lessor does not assign Resident a parking space, parking shall be on a first come basis and the number of parking spaces may be limited by Lessor at any time and from time to time. Lessor may terminate Resident's use of any and all parking space(s) as well as terminate the Lease if Resident, Occupant or any of their Guests violate any of the following provisions: (i) subject to item (iv) below, Resident shall use each parking space only for parking a passenger vehicle; (ii) passenger vehicles will be parked only in areas that are designated for parking and shall not be parked in a parking space assigned to another resident; (iii) Resident shall not use any parking space for storage of any kind; (iv) Resident shall not use any parking space for recreational vehicles, boats, trailers or similar non-passenger vehicles, unless Lessor has designated a parking area for such non-passenger vehicles, in which case such non-passenger vehicles may only be parked in such designated area; (v) no vehicle may be parked on the grass, in front of dumpsters, in any other area not appropriately marked for vehicle parking or, unless the legally required handicap insignia is displayed, in a marked handicap space; (vi) Resident shall not use any parking space to park a vehicle which is inoperable, leaks fluid onto the pavement, is unsightly, is a safety hazard or does not display a valid license plate; (vii) Resident shall not use any parking space to wash or repair vehicles, to change oil in vehicles or for any other purpose other than parking; and (viii) vehicles parked at the Community must be parked "head in" only and show current registration as well as the parking sticker, if any, required by Lessor. Resident agrees that Resident's use of any parking space shall be at the sole risk of Resident. Subject to local law, inoperable, abandoned, damaged or unauthorized vehicles or vehicles which are in violation of any posted signage relating to traffic and parking restrictions will be towed away at the vehicle owner's expense. Vehicles parked in a space assigned to another resident, parked in a marked handicapped space (unless the legally required handicapped insignia is displayed), tow-away zone or fire lane, or parked to impede traffic or trash collection may be towed away immediately without warning at the vehicle owner's expense. Resident agrees to hold Lessor harmless and indemnify Lessor if such towing is required for the vehicle of Resident, Occupant or their Guests.

31. Garage and Storage: Resident shall not store any goods or materials of any kind or description on the Premises, in the common areas of the Community, or in any storage space if such goods or materials are combustible or would increase the risk of fire or damage to the Premises or the Community. Resident will be responsible, at Resident's sole cost and expense, for providing a padlock for any storage space used by Resident. Any item stored by Resident in any storage space shall be stored at Resident's risk and Lessor shall not be responsible for any loss or damage thereto by fire, theft, water or otherwise. A garage may be used for parking a motor vehicle, storing permissible (see below) personal belongings, and for no other use without prior written consent from the Lessor. Under no circumstances is Resident allowed to conduct any commercial activity, including storage of items used in a commercial activity, in the garage. Furthermore, Resident is prohibited from performing any maintenance on any type of motor vehicle in the garage or on the Premises. The Resident agrees not to store any flammable, biodegradable, combustible, hazardous, or toxic materials in the garage. The electricity supplied to the garage is for lighting purposes and to provide power to the garage door opener (if applicable) and for no other use. Lessor shall have no liability for the failure of utility service to the garage for any reason. The Resident is prohibited from installing any other locking device and shall make no alterations whatsoever to the interior of the garage. Lessor may specifically terminate any garage or storage agreement upon 30-day notice without taking action to terminate the Apartment Lease Agreement and, upon expiration of said 30-day period, remove all items remaining in the garage without any further notice or liability to Resident. If Resident is no longer on the premises, it shall be sufficient for Lessor to mail a copy of said notice to Resident's last known address and to proceed thereafter as

set forth above. Resident may terminate this agreement without terminating the Apartment Lease Agreement by providing Lessor with a 30-day written notice and the payment of an amount equal to two times (2x) the then current monthly rent for the garage and/or storage.

32. Satellite Dishes: Resident shall not install a satellite dish in, on or about the Premises or the Community unless Resident complies with all applicable laws, regulations, ordinances, and building codes as well as the terms contained in the applicable Community Guidelines and/or any applicable addendum.

33. Smoke and Carbon Monoxide Detectors: During the Lease Term, Resident shall test each smoke detector and each carbon monoxide detector, if any, in the Premises monthly using the test button. Resident shall immediately replace dead or low batteries at Resident's expense, unless the law provides otherwise. Resident must immediately report smoke detector and carbon monoxide detector malfunctions or deficiencies to Lessor. Neither Resident nor others may disable any smoke detector or carbon monoxide detector in the Premises. Resident shall hold Lessor harmless of any malfunction of smoke detectors and/or carbon monoxide detectors in the Premises if Resident fails to comply with the above requirements.

34. Keys, Access Cards and Remotes: Resident acknowledges receipt of at least the number of keys, access cards and remotes identified on the Term Sheet. If any key, access card or remote issued by Lessor to Resident, including, without limitation, those identified on the Term Sheet are lost, damaged or stolen, Resident must immediately notify the Management Office. Resident will be charged a reasonable fee for the replacement of each damaged, lost or stolen key, access card or remote. If all of such keys, access cards and remotes are not surrendered to Lessor on or before the termination of Resident's occupancy under this Lease, Resident will be charged a reasonable fee of \$25 per key or access card or per each lock that must be changed, and \$50 per garage opener in need of replacement, or such amounts may be deducted from the Total Deposits in accordance with applicable law.

35. Mold and Mildew: Resident represents to Lessor that neither Resident nor Occupants has known allergies or sensitivities to mold. Resident acknowledges that it is necessary for Resident to provide appropriate climate control, keep the Premises clean, and take other measures to retard and prevent mold and mildew from accumulating in the Premises. Resident agrees to clean and dust the Premises on a regular basis and to remove visible moisture accumulation on windows, walls, floors, ceilings, bathroom fixtures and bathtub fixtures, tile and Fiberglass areas and all other surfaces as soon as reasonably possible. Resident will use range hood and bathroom exhaust fans to remove moisture and condensation. Resident agrees not to block or cover any of the heating, ventilation, or air-conditioning ducts in the Premises and keep climate and moisture in the leased Premises at reasonable levels. Resident agrees to immediately report in written form to the management office with copy to Vice President / Property Management, T&R Properties, Inc., 3895 Stoneridge Ln., Dublin, Ohio 43017: (i) any evidence of a water leak or excessive moisture in the apartment, as well as in any storage room, garage, or other common area; (ii) any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner or a combination of water and bleach and wiping the area; (iii) any failure or malfunction in the heating, ventilation, air conditioning systems or laundry systems in the premises; (iv) any inoperable doors or windows; and (v) should resident or occupants develop any allergy or sensitivity to mold in or around the premises during occupancy. Should such allergy or sensitivity develop during occupancy, Resident agrees to notify Lessor of such allergy or sensitivity and provide Lessor a letter signed by a duly licensed medical doctor who is treating such person for mold sensitivity or allergy. Such letter should be addressed Lessor and say that the doctor reasonably believes his patient's health is being seriously and significantly affected by mold in the leased premises and state his reasoning for such belief. Upon receipt of such letter, Lessor shall have the option of canceling the lease immediately, or continuing the lease. If Lessor cancels the lease, Resident shall vacate the premises and return possession to Lessor no more than 5 days after notification of Lessor's notification to cancel the lease. Such lease cancellation shall be Resident's exclusive and only remedy for any and all damages against Lessor

caused by such mold. Resident shall remain liable for all Rent through the date the Premises is vacated.

Resident further agrees that Resident shall be responsible for damage to the Premises and Resident's property as well as injury to Resident, other Occupants of the apartments or visitors resulting from Resident's failure to comply with these terms. A default under the terms herein shall be deemed a material default under the terms of the Lease, and Lessor shall be entitled to exercise all rights and remedies at law or in equity. In the event of any conflict between the terms of this provision and the remaining terms of the Lease, the terms of this provision shall control.

36. Freezing Pipes: Resident acknowledges that in cold weather conditions, it is necessary for Resident to provide appropriate climate control and take other measures to avoid freezing pipes in the Premises. If Resident controls the climate in the Premises, Resident agrees to maintain a temperature in the Premises of at least 50 degrees Fahrenheit at all times. During freezing weather (i.e., when the outdoor temperature falls below 32 degrees Fahrenheit), Resident agrees to keep sink cabinet doors open and to leave hot and cold water faucets dripping when requested by the Management Office. Resident agrees to immediately report to the Management Office any evidence of a water leak or excessive moisture in the Premises, as well as in any storage room, garage or other common area and any failure or malfunction in the heating system in the Premises. Resident further agrees that Resident shall be responsible for damage to the Premises and Resident's property as well as damage, loss or injury to Resident and Occupants resulting from Resident's failure to comply with the terms of this Paragraph.

37. Packages: Unless Resident notifies Lessor otherwise in writing, Resident authorizes Lessor to accept, but Lessor has no obligation to so accept, packages on behalf of Resident and Occupant on the terms set forth in this paragraph. Once the delivery company has notified Resident that it has delivered a package for Resident to the Management Office, Resident must pick-up such package within two business days. If the package is not picked up within this time period, Lessor may charge Resident a reasonable storage fee. Resident acknowledges and agrees that Lessor has no obligation to provide Resident with notice that a package has been received by Lessor. Resident assumes all risks associated with authorizing Lessor to accept packages on Resident's behalf and agrees that Lessor shall not be responsible for lost, misplaced, stolen or damaged packages accepted by Lessor on behalf of Resident or Occupant.

38. Use of Amenities and Recreational Facilities: Resident agrees (i) that only Resident, Occupant and Guests may use the recreational facilities and amenities located in the Community, including, without limitation, the community center, laundry facilities, swimming pools, tanning beds, spas, tennis courts, fitness centers and exercise equipment, if any (collectively, "Facilities"); (ii) to abide, and to cause each Occupant and Guest to abide, by all rules and regulations (posted or otherwise, as the same may be amended by Lessor from time to time) for the use of the Facilities; (iii) to avoid, and to cause each Occupant and Guest to avoid, conduct which Lessor in its reasonable business judgment deems inappropriate or disruptive; and (iv) that, in the event of a default under this paragraph by Resident or any Occupant or Guest, Lessor may suspend or revoke Resident's or any Occupant's or Guest's use of any or all of the Facilities and such a default shall constitute a default under the Lease. Resident, on his/her own behalf and, to the extent permitted by law and in equity, on behalf of each of Occupant and Guest, hereby assumes all health risks and all risks of personal injury, death, property loss or other damages (and releases Lessor from liability therefor) which may result from or arise out of attendance at or use of the Facilities by Resident, Occupant or Guests, as the case may be.

39. Community Policies and Rules: Resident, Occupant and their Guests shall comply with all policies and rules now or hereafter promulgated or posted by Lessor for the Community, including, without limitation, the printed policies and rules set forth in the Resident Handbook or Applicable Community Guidelines Addendum, the Community policies established by Lessor and the rules posted in the common areas of the Community, all of which are incorporated herein by reference (collectively, "Community Policies.".) Resident agrees that any violation of any of the Community Policies shall constitute a default under this Lease.

40. Additional Resident Covenants: Resident shall, and shall cause all Occupants and any Guests to: (i) show due consideration for neighbors and not interfere with, disturb or threaten the rights, comfort, health, safety, convenience, quiet enjoyment and use of the Community by Lessor, other residents and occupants and any of their guests, agents or invitees, and Lessor shall be the sole judge of acceptable conduct; (ii) not engage in abusive, threatening or harassing conduct toward Lessor or its employees, agents or representatives or unreasonably interfere with Lessor's management of the Community; (iii) exercise reasonable care in the use of the Premises and maintain the Premises in a clean, safe and undamaged condition, ordinary wear and tear excepted; (iv) comply with federal, state and local laws, regulations, statutes and ordinances which are applicable to the Premises; (v) keep barbecue grills, outdoor fireplaces, heaters, firepots, fire rings, and any other similar devices off of any patios, porches, balconies or any other area on the Premises; and (vi) not have a water bed or other water-filled furniture, without first obtaining written permission from Lessor, which permission Lessor may withhold in its discretion and, if granted or if required by law to be granted, which permission Lessor may place conditions on in accordance with applicable law.

41. Transfer Clause:

a. If Resident becomes an active duty member of the United States Armed Forces during the Lease Term, Resident may terminate the Lease, without penalty, in accordance with the following terms and conditions: (i) Resident must deliver to Lessor a copy of Resident's official orders; (ii) if possible, Resident must deliver to Lessor at least 30 days prior written Notice to Vacate; (iii) all unpaid Rent, if any, must be paid through the effective date of such termination; and (iv) Resident must make satisfactory arrangements with Lessor to pay all costs incurred by Lessor to repair the damages referred to below, if any.

b. In the event Resident is an active duty member of the United States Armed Forces at the time this Lease is signed, Resident may be released from Resident's obligations under the Lease, without penalty, in accordance with the following terms and conditions: (i) Resident must deliver to Lessor a copy of the: (a) official permanent change-of-station orders or (b) official orders to deploy for a period of not less than 90 days; (ii) if possible, Resident must deliver to Lessor at least 30 days prior written Notice to Vacate; (iii) all unpaid Rent, if any, must be paid through the effective day of such termination; and (iv) Resident must make satisfactory arrangements with Lessor to pay all costs incurred by Lessor to repair the damages referred to below, if any.

c. In either event, upon completion of the above terms and conditions, Resident's obligations and responsibilities under the Lease shall then be deemed fulfilled. Notwithstanding the provisions of the Lease Concessions paragraph above, if Resident is exercising his/her termination rights under this section, Resident will not be required to repay any portion of Lease concessions set forth on the Term Sheet. A transfer due to separation, retirement or enlistment term expiration and/or a move to base housing does not constitute a permanent change-of-station order. After Resident has vacated the Premises, Resident is entitled to the return of Resident's Total Deposits, less lawful deductions for damages to the Premises, ordinary wear and tear excepted. The release of a Resident under this paragraph will not release any other Resident, unless such other Resident is the spouse or legal dependent of the Resident who is or becomes an active duty member of the United States Armed Forces who is exercising rights under this paragraph.

d. In the event that Resident obtains employment which necessitates a change of residence, the following conditions must be met in order to enact the employment transfer option herein: a) Resident must provide a written confirmation of the change of employment signed by an officer of said company b) New employment must be no less than sixty (60) miles from community currently being occupied by Resident c) Lease must have been successfully completed for a minimum term of four (4) months. In the event that these qualifying events are satisfied, Resident is eligible to submit a sixty (60) day written notice of job change and is responsible for timely payments per lease agreement for said notice period, after which

Resident may terminate the lease by vacating the Premises and paying the next two (2) months of Rent per the terms stated in the Term Sheet. Upon receipt of said funds following the notice period and timely vacating of the Premises, the Lease shall be terminated and no further Rent shall be due. Resident shall remain liable, however, for any damage to the Premises.

42. Resident Insurance. Lessor is not responsible for, and will not provide, fire or casualty insurance for Resident's personal property. Lessor strongly recommends that Resident secure property insurance covering the contents of the Premises and personal liability insurance covering Resident's actions. Lessor reserves the right to require Resident to maintain, at Resident's sole expense, during the Term of the Lease and any subsequent renewal periods, a policy of personal liability insurance, issued by a licensed insurance company of Resident's selection, which provides limits of liability in an amount not less than \$50,000 per occurrence. If the Renters' Insurance Addendum, (Liability Insurance Required by Resident) is attached to this Lease, then Resident is required to maintain such insurance immediately upon the Commencement Date of the Lease Term, and Resident shall furnish proof of such insurance to Lessor on or before the Commencement Date. If Lessor does not currently require Resident to maintain such insurance, Lessor reserves the right to impose such requirement upon 30 days' notice to Resident. On or before the commencement date identified in any notice from Lessor imposing this requirement, Resident shall obtain the required insurance and provide proof of such insurance to Lessor. If Resident fails to obtain and maintain such insurance, then Resident shall be in default under this Lease.

43. Corporate Units: If the Resident identified on the Term Sheet is a company or business (and not an individual person), then the named Resident/Company assumes all responsibility for all damage to the Premises and loss to Lessor or any third party caused by any Occupant residing in the Apartment and agrees to indemnify Lessor for all such claims, damages, losses and expenses arising from the Occupant's occupancy of the Premises. Prior to or contemporaneously with allowing any individual to occupy the Premises as an Occupant, Resident/Company will notify Lessor as to the identity of each such Occupant and will specifically authorize Lessor to release keys, key cards, and/or access cards to such Occupant. Resident/Company will not allow any individual to occupy the Premises other than those Occupants who have been specifically identified to Lessor.

44. Default by Resident and Remedies of Lessor: Subject to, but without limiting the rights and remedies available to Lessor under applicable law or elsewhere in this Lease, if Resident fails to perform any of his or her obligations or agreements under this Lease or otherwise defaults under this Lease, then Lessor may, but has no obligation to, exercise any and all of Lessor's rights under this Lease, at law or in equity, including, but not limited to, giving Resident notice to correct such default, taking action to recover possession of the Premises, and/or terminating the Lease, in accordance with applicable law. In addition, Lessor may recover all damages, costs and expenses as provided by applicable law, including, but not limited to, all delinquent Rent and utilities, late fees, NSF charges, and Rent for the Premises until a new resident's lease term for the Premises begins or until the conclusion of the Lease Term, whichever comes first. Lessor may also recover all costs of taking possession of and re-renting the Premises including, but not limited to, reasonable attorney fees, court costs, and other fees and charges incurred by Lessor in obtaining possession of the Premises, as well as reasonable attorney's fees, court costs, and other fees and charges incurred by Lessor in enforcing this Lease and collecting outstanding amounts hereunder, whether or not formal litigation is instituted. Resident shall also be obligated to pay Lessor a portion of the total lease concessions set forth on the Term Sheet in accordance with the Lease Concessions paragraph above. To the extent permitted by applicable law, Resident shall pay such damages to Lessor even if Rent is accepted by Lessor and even if a lawsuit is not actually filed, and Lessor may report such unpaid amounts to the credit bureau for recordation in Resident's credit record.

44A. Abandoned Property: Resident agrees that if any personal or other property is left in the Premises or on the Community premises after Resident vacates the Premises or after Resident is removed from the Premises through legal process, such property shall be deemed

abandoned, and Lessor may remove or dispose of said property as deemed appropriate in the sole discretion of Lessor, and Lessor may charge Resident all costs associated with such removal and disposal. Resident waives any and all rights and claims pertaining to property left in the premises and agrees to hold harmless and indemnify Lessor and any person or entity involved in the removal or disposal of said property from any and all claims, liabilities, and lawsuits of any nature arising from or pertaining to the removal or disposal of said property in accordance with this provision. Resident agrees that this provision shall be an absolute bar to Resident bringing any claim or action, in law or in equity, pertaining to property left in the Premises, and Resident stipulates and agrees that this provision shall provide the Lessor the right to summary dismissal and judgment as to any claim or action, in law or in equity, brought by or through Resident pertaining to property left in the Premises. Resident further agrees that the bringing of any claim or action, in law or in equity, for property left in the Premises in contravention of this provision shall constitute frivolous conduct. Resident further agrees to indemnify and hold harmless Lessor against claims brought by any Occupant or guest pertaining to property left in the Premises after Resident vacates or is removed from the Premises by legal process.

45. Notices: Any notices from Lessor to Resident shall be deemed delivered when deposited with the U.S. Postal Service, addressed to the Apartment Address identified on the Term Sheet or Resident's last known address, first class postage prepaid; when sent certified mail, addressed to the Apartment Address or Resident's last known address, postage prepaid and return receipt requested; personally handed to Resident or anyone in the Apartment; or left at the Apartment in Resident's absence attached to the outside of the door or delivered in any other manner allowed by applicable law. Any notice from Resident to Lessor shall be deemed delivered when deposited with the U.S. Postal Service, addressed to the Management Office, certified mail, return receipt requested or personally delivered to an employee of Lessor at the Management Office during normal business hours. The person designated as the on-site manager for the Community is the person authorized to act on behalf of Lessor in connection with this Lease. Lessor is agent for the owner of the Community and service of process can be made through Lessor's statutory Registered Agent for Service.

46. Liability: To the maximum extent permitted by applicable law, Resident specifically agrees to look solely to the owner's interest in the Community for the recovery of any judgment against Lessor, it being agreed that Lessor and any of its related and affiliated entities (and any of its past, present or future officers, directors, trustees, employees, partners, shareholders, insurers, agents and representatives) shall never be personally liable for such judgment. Except to the extent prohibited by applicable law, Lessor shall not be liable for any damage, loss or injury to persons or property occurring in or on the Premises or in or on the other areas of the Community. Resident, with respect to Resident, Occupant or any of their Guests, agrees to save and hold Lessor harmless and indemnify Lessor from any liability or claim to the full extent permitted by law. Resident, and guests of Resident(s), will not hold Lessor liable for personal injury or damage or loss of personal property from fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, war, Acts of God, and interruption of utilities unless caused as a direct result of Lessor's negligence. The Lessor has no duty to remove ice, sleet, or snow; but the Lessor may do so in whole or in part, with or without notice and be held harmless for such services rendered, and without creating a duty upon Lessor to do so on any subsequent occasion. In the event Lessor's employees are requested to render services not contemplated in the Lease, the Resident shall hold the Lessor harmless for all liability for same.

47. Fire and Casualty:

a. If the Premises are unable to be occupied by Resident, as determined by Lessor in its sole discretion, due to fire, explosion or other casualty which is not a result of the negligence or intentional conduct of Resident or any Occupant or invited guest of said Resident or Occupant, Lessor may, at its option, either terminate this Lease or repair the Premises. If Lessor elects to repair the Premises, the Rent on the damaged Premises shall be abated and prorated from the date on which the Premises became unable to be occupied to the date on

which Resident may reoccupy the Premises, as determined by Lessor in its sole discretion.

b. If the Premises are unable to be occupied by Resident, as determined by Lessor in its sole discretion, due to fire, explosion or other casualty which is a result of the negligence or intentional conduct of Resident or any Occupant or invited guest of said Resident or Occupant, Lessor may terminate this Lease and Resident shall be liable to Lessor or Lessor's agent for all damage caused by such negligence or intentional conduct. If Lessor elects to repair the Premises and does not terminate the Lease, Rent on the damaged Premises shall not be abated or prorated, and Resident shall be liable to Lessor or Lessor's agent for all damage caused by such negligence or intentional conduct.

c. If Lessor does not elect to repair the Premises or if the building in which the Apartment is located is substantially (as determined by Lessor in its sole discretion) or totally destroyed, Resident shall be transferred to an available apartment most similar in type to the damaged unit within community currently occupied by Resident.

48. Waivers: Lessor's failure to insist upon strict compliance with the terms of this Lease or Lessor's delay in demanding any amounts due under this Lease shall not constitute a waiver of its right to act on any current or future default under this Lease or make any current or future demand of amounts due under this Lease. Resident's obligation to pay Rent during the Lease Term, shall not be waived, released, or terminated by the service to Resident of any notice, demand for possession, notice of termination of tenancy, institution of any action or forcible detainer, or any other act which might result in termination of Resident's right of possession. Unless otherwise restricted by applicable law, Lessor's acceptance of Rent after it falls due or after knowledge of a default under this Lease by Resident is not a waiver of Lessor's rights under this Lease, which are expressly reserved by Lessor, nor an election not to proceed under any provision of this Lease or the law. Lessor's rights and remedies under this Lease are cumulative and the use of one or more remedy shall not exclude or waive Lessor's right to other remedies.

49. Severability: If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, statutes, ordinances or regulations effective during the Lease Term, then in lieu of each such clause or provision, there shall be added as a part of this Lease a clause or provision similar in terms which shall make such clause or provision legal, valid, and enforceable, if possible, or such clause or provision shall be ineffective to the extent of such illegality, invalidity or unenforceability only. In any case, the remainder of the Lease shall not be affected.

50. Waiver of Jury Trial: Unless otherwise prohibited by applicable law, the parties waive trial by jury on any action arising in any way from Resident's tenancy and agree that a non-jury trial is the selected forum for adjudication of all actions arising from the tenancy, inclusive of, but not limited to, causes of action arising from contract and tort claims.

51. Laws Governing This Lease: This Lease shall be construed in accordance with the laws of the jurisdiction in which the Community is located, and all legal action arising from this Lease shall be tried in the county where said Community is located.

52. Written Agreement: This Lease contains the entire agreement between the parties and shall not be changed, modified, or discharged in whole or in part except by an agreement in writing signed by an

authorized representative of Lessor and by each Resident. There are no oral understandings, terms or conditions and neither party has relied upon any representations, express or implied, not contained in this Lease.

53. Joint and Several Liability: Each Resident is jointly and severally liable for each provision of this Lease and for liabilities and damages arising hereunder. Lessor may compromise, settle, or release liabilities and claims against any Resident, Occupant, or Guarantor without releasing or prejudicing its rights and claims against any other Resident, Occupant, or Guarantor

54. Eminent Domain. Should there be a complete taking of the Premises through eminent domain or through a settlement with the condemnor in lieu of an appropriation, this Lease shall terminate upon the date the condemnor takes physical possession of the Premises. All compensation awarded for any eminent domain proceeding or in settlement of any actual or threatened eminent domain proceeding, whether a complete taking or a partial taking, shall belong entirely to the Lessor and Resident hereby assigns to Lessor all such compensation and any and all rights Resident may have to any separate leasehold or other interest of any nature..

55. General: Each Resident states that he or she is of legal age to enter into a binding Lease for lodging. Time is of the essence with respect to this Lease.

56. Recertification (Section 42 Communities only): The Resident hereby acknowledges and affirms under penalty of perjury that:

- a.** Resident has been informed that occupancy of the Premises is subject to certain income restrictions and qualification criteria established under Section 42 of the IRC.
- b.** Resident has provided a true and correct list of all people who will reside in the Premises and their student status.
- c.** Each Occupant has provided true and correct information with respect to their anticipated annual income.
- d.** Each Occupant has provided true and correct information with respect to their personal assets.

Each Occupant hereby certifies that the statements are true, correct, and complete to the best of each Occupant's knowledge and belief. The Occupants collectively acknowledge that certain provisions of the IRC (Internal Revenue Code) require at least annual re-certification of the income and agree to provide such verification for each Occupant upon request. The Occupants collectively acknowledge that any falsification or misrepresentation of this certification by any individual Occupant will be considered a material breach of the Lease. Penalties (including, but not limited to, termination of the Lease and eviction) will be enforceable jointly against all Occupants. With regard to students, the Resident acknowledges that pursuant to the rules and regulations of the Section 42 program there are specific qualification restrictions with respect to occupancy of any unit by full-time students. The Resident acknowledges that qualification to remain as a resident is at all times dependent upon the household meeting all student status requirements and furthermore acknowledges that failure to meet all student status requirements shall result in being deemed an unqualified resident and will be subject to immediate eviction. Resident agrees to notify Lessor immediately of any change in student status by any member of the household or other Occupant.