

This Lease Agreement (the "Lease") is executed by and between Midwest Family Housing, LLC (the "Owner"), and the above-named persons (collectively the "Resident") who agree to rent the above-referenced Premises at the address specified on Page 1 (the "Property") on the terms and conditions set forth herein. Occupancy is limited to Residents and the above-referenced Other Occupants for residential purposes only. Each Resident is jointly and severally liable for the payment of rent and the performance of all other terms of this Lease. The Premises to be rented is located in the Neighborhood and at the address specified on Page 1 and includes the housing unit and front and back yards and may include a garage, driveway, designated parking, and/or a carport, as applicable, plus any outside storage located in the yard.

- 1. Term:** The term of this Lease shall begin on the Commencement Date and shall end on the Expiration Date shown above. At Expiration, this Lease shall automatically create a month-to-month tenancy unless: (a) Owner has provided Resident with written notice of intent not to extend the Lease on a month-to-month basis, which notice must be delivered to Resident at least 30 days prior to the Expiration; (b) The parties have renewed this lease for an additional term; or (c) **Resident has delivered, at least 30 days prior to the expiration of this Lease, a 30-day written notice to Owner of Resident's intent to vacate the Premises by the Expiration.** Failure by Resident to provide such notice of intent to vacate shall be deemed an election to continue the Lease on a month-to-month basis. It is specifically understood that upon Expiration, Owner has no obligation to offer Resident a renewal on any term or condition and may demand return of the Premises without cause or reason.

Should this Lease create a month-to-month tenancy, the Expiration shall be extended on a month-to-month basis. Any month-to-month Lease may be terminated by either party upon delivering 30 days written notice to the other party. Resident acknowledges that renewal rates and month-to-month tenancy rates may result in an increase in the Rent. Owner may require the execution of a new lease agreement for a month-to-month tenancy.

- 2. Rent:** The monthly rental payment (the "Rent") shall be the amount shown above. Rent is due in full in advance no later than the first day of each month. Payment is due in the Neighborhood Management Office and should be made payable to "Midwest Family Housing, LLC." In the event that the Commencement of this Lease is a date other than the first day of the month, the Rent for the partial month shall be computed based upon a daily rate equal to 1/30th of the monthly Rent and shall be due upon execution of this Lease.

Rent will be paid by personal check, certified check, cashier's check, electronic funds transfer (EFT), or bank allotment.

When a check is provided as payment for Rent and/or Other Charges and Deposits, the check will be converted into an electronic transaction and processed through the Automated Clearing House (ACH) network. The receipt of the check will authorize Owner to electronically debit the bank account on which the check was written. The check can clear as early as the day it is scanned and will not be received back from the financial institution.

- 3. Late Fees and Other Charges:** Rent received after the due date will be considered delinquent. If the Rent is received after the fifth day of the month, the Resident agrees to pay a late fee of \$50 as additional Rent along with the delinquent Rent as permitted by state/local law. Resident agrees to promptly replace any check returned by a financial institution for any reason with a cashier's check, certified check, or money order. Resident further agrees to pay \$25 as additional rent plus any late fees, if applicable. If two checks are returned for non-payment during the tenancy, all future rental payments shall be payable by cashier's check, certified check, or money order only. The acceptance by Owner of any late or partial payment shall not change the due date or amount of any required payment in the future nor shall it relieve Resident from any obligation to pay the balance of the Rent and any applicable late fees or charges. Any past waivers of late fees or other charges by management shall not relieve Resident from any obligation to pay any applicable late fees or charges.
- 4. Security Deposit:** Upon execution of this Lease, Resident has paid a security deposit (the "Deposit") as shown above.

The Deposit is collected to assure Resident's compliance with the terms and conditions of this Lease. The Deposit shall be held, applied, and refunded as provided herein consistent with state/local law. The Deposit will be held in a separate account at First Tennessee Bank, 5052 Navy Road, Millington, TN 38053. The Deposit will be held, applied and refunded as provided herein and in accordance with Tennessee Code Ann. Sec. 66-28-301, et seq. If Owner keeps any portion of the Deposit, Owner will provide Resident with a written notice listing the reasons for keeping the Security Deposit within thirty (30) days of the date Resident vacates the Premises. If a written notice listing the reasons for keeping the deposit is not provided to Resident, Owner will return the deposit or any portion not retained by Owner within forty-five (45) days after Resident vacates the Premises. If the Security Deposit is insufficient to cover the costs of unpaid Rent, damages, or other charges, Resident will be liable for all such sums due. Resident acknowledges that the Deposit is not the "last month's rent" and cannot be applied by Resident towards Rent. If any portion of the Deposit is retained by Owner, written notice to Resident detailing such retention shall be provided as mandated by state/local law. If the Premises is rented by more than one person, Residents agree they will divide any refund among themselves. Owner may pay the refund to any Resident identified above. It is specifically understood that any Deposit applied by Owner towards Rent, damages, or other charges does not constitute a limit to Owner's legal rights to all such sums due.

Resident has the option but not an obligation to be present for a move-out inspection. Failure by Resident to schedule and attend an inspection of the Premises may constitute a waiver of objection and acceptance by Resident of Owner's assessment of damages as permitted by state/local law.

5. **Utilities:** Resident shall pay for all utilities services and connection charges and deposits for activating existing and/or future utility connections to the Premises. Utilities are defined as but not limited to electric, natural gas, oil, propane, water service, sewer service, septic service, trash removal, cable, phone, and internet access.

Resident agrees to pay all utility charges as additional rent (including utility deposits, new account fees, service fees and late fees) assessed by utility or third-party billing companies engaged by Owner (or Owner in the case of utilities billed to Resident by Owner or its agent) in connection with the use of all utility services provided to the Premises which are separately metered and/or billed to Resident during the term of this Lease as such term may be extended or the period of occupancy of the Premises by Resident, whichever is longer. Unpaid utility charges assessed by the Owner, either directly or through a third-party billing provider, shall be paid as additional rent no later than the due date of the next rental payment after receipt of the notice thereof. Furthermore, if Resident fails to pay all utility charges assessed by the utility companies in connection with the use of utility services for which Resident has herein agreed to pay, and the Owner is billed by the utility company for these utility services, the Owner may pay these utility charges to such utility company and recover the same from Resident as additional rent.

Resident agrees that as of Resident's move-in date, Resident will have placed all utilities in Resident's name for such utility services. In the event that Resident fails to establish an account effective as of Resident's move-in date, Owner may, in addition to other remedies available under law, charge Resident for such utility services billed to Owner for Resident's Premises after the move-in date as additional rent. Owner reserves the right to select the utility providers.

Resident acknowledges that interruptions in the delivery of utilities do occur and Owner shall not be liable for any loss or inconvenience caused by any interruption. Owner will make every effort to notify Resident in advance of any interruptions in utility services resulting from scheduled outages or work elsewhere in the Neighborhood.

Resident shall not tamper with, adjust or disconnect any utility system or device. Violation of this provision is a material breach or default of this Lease and shall entitle Owner to exercise all remedies available under state/local law. If Resident believes the utility system or device is malfunctioning, Resident shall immediately notify Owner and/or the utility provider.

6. **Rent Concession:** If applicable, a rent concession(s) in the amount(s) shown above will be deducted from the Rent during the original lease term subject to the following conditions: (a) The concession will not be applied during any month Rent is delinquent, and (b) If Resident cancels, breaches, or otherwise terminates

this Lease Agreement prior to the Expiration, Owner reserves the right to require repayment of any rent concession(s) taken.

7. **Early Termination Option:** Resident is expected to remain a Resident for the entire term specified in the Lease Agreement. If Resident fails to do so, Resident will be responsible to Owner for all damages provided by law, including but not limited to rent due through the end of the lease term, minus rents paid by a replacement tenant (if any). This amount will vary depending upon how long it takes Owner to find a replacement tenant. Therefore, this amount cannot be determined in advance and it is difficult to estimate.

To avoid this uncertainty, Resident may choose to exercise an early termination option. Resident may choose to pay a flat fee in advance to terminate the Lease early, rather than remaining liable for rent due through the end of the Lease term. To exercise this option, Resident must deliver to Owner:

- (a) A written notice stating that Resident has elected to exercise this option;
- (b) A lease cancellation fee equal to one month's rent;
- (c) Rent and other amounts due through the accelerated termination date;
- (d) Repayment of any rent concessions taken.

When Owner has received the written notice and payment, and has signed the notice, the Lease Expiration Date will be amended. The new Expiration (termination) Date will be the date specified in the notice which must be at least 30 days after the written election and payment are given to Owner. Exercise of the early termination option will affect only Resident's rent obligations after the accelerated termination date; Resident must comply with all other Lease obligations.

The notice will not accelerate the Expiration Date if:

- (a) Resident is in default under the Lease at the time that Resident gives notice of Resident's exercise of the option;
- (b) Resident provides the notice unaccompanied by the fee above; or
- (c) Resident does not properly exercise the early termination option by following the procedure specified above, but vacates the property before the Expiration Date specified in the Lease.

If Resident fails to vacate by the date set forth in Resident's notice, the notice shall be deemed void. As permitted by state/local law, Owner shall have the right, at its option and without further notice, to evict Resident relying upon the notice, or to continue with the tenancy in accordance with this Lease Agreement. The Owner shall retain all remedies for non-compliance with the Lease and the Resident shall be liable for any damages for non-compliance as permitted by state/local law.

8. **Military Clause:** Resident may terminate the Lease Agreement if Resident enlists or is drafted or commissioned in the U.S. Armed Forces. Resident may terminate the Lease Agreement if:

- (a) Resident is (i) a member of the U.S. Armed Forces or reserves on active duty *or* (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; *and*
- (b) Resident (i) receives orders for permanent change-of-station, *or* (ii) receives orders to deploy with a military unit or as an individual in support of military operation for 90 days or more.

After Resident delivers to Owner Resident's written termination notice, the Lease Agreement will be terminated under this military clause 30 days after the **first** date on which Resident's next rental payment is due **and payable after the date upon which the written termination is delivered.**

Resident must furnish Owner a copy of Resident's military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or letter. After Resident moves out, Owner will return Resident's security deposit, less lawful deductions. For the purposes of this Lease Agreement, orders described in (b) above will only release the Resident who qualifies under (a) and (b) above and receives orders during the Lease Agreement terms and such Resident's spouse or legal dependents living in the Resident's household. A co-resident who is not the military member's spouse or dependent cannot terminate under this military clause. Resident represents when signing this Lease Agreement that: (a)

Resident does not already have deployment or change-of-station orders; (b) Resident will not be retiring from the military during the Lease Agreement term; and (c) the term of Resident's enlistment or obligation will not end before the Lease Agreement term ends. As permitted by state or local law, liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the Lease term when and if Resident moves out, less rents from others received in mitigation. Resident must immediately notify Owner if Resident is called to active duty or received deployment or permanent change of station orders.

Delivery of written notice must be (a) by hand delivery, (b) by private business carrier, or (c) by placing the notice in an envelope with sufficient postage and with return receipt requested, and addressed to Owner or Owner's agent at the Management Office listed on Page 1 of the Lease and depositing the written notice in the U.S. mails.

- 9. Default:** It is specifically agreed that each obligation of the Lease and Application is material and that violation of any obligation or misrepresentation of any information shall constitute a breach of the Lease. Owner may, at its option, enforce the performance of this Lease or give notice to Resident of its election to terminate the Lease as permitted by state/local law.

If Resident does not pay Rent by the due date, Owner may give Resident written notice demanding payment. If the Rent is not paid within the time specified (not less than fourteen [14] days) after receipt of notice, Owner may terminate the Lease Agreement. If Owner employs an attorney or collection agency, Resident must pay attorney or collection agency fees and costs, regardless of whether or not a lawsuit is filed.

If Resident fails to comply with any of the terms of the Lease Agreement, including damaging the Premises or violating any of the rules and regulations contained in the Community Handbook, or other restrictions, Owner will give Resident written notice ("Notice of Violation/Breach") of the violation/breach. If the damage is not repaired or the violation/breach is not corrected within the time period specified in the Notice of Violation/Breach from receipt of the notice, Owner may correct the violation/breach or damage and charge the cost to the Resident and/or give Resident a fourteen (14) day notice to terminate the Lease Agreement ("Notice of Termination of Tenancy") unless the violation/breach is remedied by Resident within the fourteen (14) day period and provided that the violation/breach can be remedied. Notice is hereby given that Resident is responsible for paying any fines, penalties, or other assessments charged because of Resident's failure to comply with the terms of the Lease Agreement.

If the breach of the Lease Agreement is due to Resident's, Occupants' and/or guests' use of the Premises for unlawful purposes, or if Resident, Occupants or guests cause or threaten to cause injury to any person, Owner may terminate the Lease Agreement.

Neither Owner nor Resident shall forfeit or waive any existing or future right or remedy by pursuing a lawsuit. Resident's eviction by a court or other breach of this Lease Agreement or Owner's Service of a Notice of Termination of Tenancy on Resident shall not release Resident from liability for payment for the balance of the term of the Lease Agreement.

If either Resident or Owner fails to perform any obligation required by this Lease (including but not limited to the timely payment of Rent), the nondefaulting party may exercise all rights and remedies against the defaulting party. Should Owner pursue judicial action in the event of default, Resident shall be responsible for Owner's attorney fees to the extent permitted by state/local law. If a collection agent is used, Resident agrees to pay collection costs in addition to other delinquent amounts as permitted by state/local law. Except as may be required by law, neither party shall forfeit or waive any existing or future right or remedy by pursuing such judicial action. The parties expressly agree that service of a default notice and/or the eviction by a court or otherwise of Resident for a breach of this Lease shall not release Resident from liability for payment for the balance of the term of the Lease.

- 10. Abandonment:** Any personal property left in the Premises after Resident has vacated or has been evicted is considered abandoned. If Owner determines the personal property to be of value, Owner will mail a notice to Resident at Resident's forwarding or last known address. If Owner does not receive a response

and/or the abandoned property is not claimed within 30 days, Owner has the unilateral right to dispose of said property.

- 11. Notices:** All notices provided herein shall be delivered to Owner at the Neighborhood Management Office and to the Resident at the Premises. All notices shall be mailed, personally delivered or served as otherwise required by state/local law.
- 12. Diplomats:** As a condition of Owner entering into this Lease, any Resident who has been granted diplomatic immunity by the United States Government shall: (a) Provide a notarized statement signed by the Ambassador or head of the mission of the government to which Resident is attached, in which Resident's government agrees to waive the diplomatic immunity of Resident and indemnify Owner for any of Resident's obligations arising under this Lease, including but not limited to, payment of rent, late charges, and court costs; *or* (b) Have the option to terminate this Lease in accordance with No. 7 above, Early Termination Option, except that the maximum required notice period for diplomats is 30 days; *or* (c) Remain liable for all lease terms through the Expiration Date.
- 13. Parking/Vehicles:** Resident will operate and park all vehicles in accordance with guidelines stated in the Community Handbook. All vehicles must be licensed with current license plates and must be in operating condition. Unauthorized or illegally parked vehicles will be towed by Owner at Resident's expense. Owner assumes no responsibility or liability whatsoever for loss of or damage to any vehicle while parked in the Neighborhood. Boats, trailers, and oversized vehicles are not permitted in the Neighborhood at any time unless Owner has granted permission in writing.
- 14. Storage:** Resident understands that if supplemental storage is available at this Property, it is assigned on a first come, first serve basis. Owner may require the execution of a storage agreement that may entail an additional fee(s). Owner makes no representation that sufficient supplemental storage space will be available at any particular time.
- 15. Right of Entry:** Owner may enter the Premises to inspect the Premises, make necessary repairs or services, verify occupancy, or show Premises to prospective purchasers or mortgagees. Owner may also allow a licensed exterminator to enter the Premises for the purpose of pest control. Except in the case of emergency or if it is impractical to do so, Owner shall give Resident at least 48 hours notice of Owner's intent to enter the Premises as provided by state/local law. Upon notice by either party of intent to terminate tenancy, Resident agrees to permit Owner to show the Premises to prospective residents upon 48 hours notice. Owner may also enter if the Premises appears to have been abandoned by Resident or as otherwise permitted by state/local law.
- 16. Alteration of Premises:** Resident will not alter or repair the interior, exterior, or the structure of the Premises in any way without express written consent of Owner. Resident is liable for the cost to repair any alterations made by Resident. Alteration includes but is not limited to painting, wallpaper, modification of electrical appliances. Commercially available analog or digital TV antennas or antenna less than 39.37 inches in diameter or length may be installed for direct broadcast satellite or fixed wireless signals via satellite so long as installed safely, securely, and entirely within the Resident's Premises and not in any common areas. Satellite dish, antennae or other reception devices shall only be allowed in accordance with Owner's reception device policy and any applicable law. Waterbeds and aquariums in excess of 35 gallons are not permitted without providing Owner with acceptable liability insurance. No mechanical, electrical, plumbing or structural equipment or major appliance or configuration on any part of the Premises may be altered, modified, installed or removed without express written consent of Owner. Resident shall be responsible for all costs for repair or replacement of any removals or changes.

Residents of historic homes must comply with further restrictions as outlined in the Historic Home Addendum. Residents may not encumber the Premises or permit any person to claim or assert any lien for the improvement or repair of the Premises made by Resident. Resident shall notify all parties performing work on the Premises at Resident's expense that the Lease Agreement does not allow any such liens to attach to Owner's interest.

Locks shall not be changed, altered or replaced nor shall new locks be added by Resident without the written permission of Owner. Any locks so permitted to be installed shall become the property of Owner and Resident must promptly provide a duplicated key to Owner.

- 17. Maintenance of Premises:** Resident has examined the Premises and is satisfied with its physical condition, order, and repair. Within five days of the Commencement Date, Resident shall complete and return to Owner a Move-In/Move-Out Unit Inspection and Inventory Report detailing any deficiencies noted with the Premises. Failure to return the Move-In/Move-Out Unit Inspection and Inventory Report shall be deemed an acceptance of the Premises without exception. Any subsequent damage or deficiency noted by Owner upon move-out shall be charged to Resident. Upon termination or expiration of the Lease, Resident agrees to surrender the Premises to Owner in the same condition as it was delivered at the commencement of tenancy, less ordinary wear and tear.

Resident shall maintain the Premises in a neat, clean and undamaged condition and, in particular, shall comply with all applicable provisions of ordinances and building codes regarding public health and safety. Resident agrees to (a) dispose of all ashes, rubbish, garbage, and waste in a clean and safe manner; (b) use all plumbing, electrical, sanitary, heating, ventilating, air conditioning facilities and appliances in a safe and reasonable manner; and (c) not deface, damage, or otherwise harm any part of the Premises. Any damage(s) to glass on the Premises or in the common area caused by Resident, Occupant(s), or Resident's guests shall be paid by Resident. Resident has inspected and tested all smoke detectors and determined them to be in workable condition. Resident shall be responsible for testing smoke detectors on a regular basis, and replacing batteries, unless hard-wired. Resident shall not tamper with, adjust or disconnect any smoke detectors. Violation of this provision is a material breach or default of this Lease and shall entitle Owner to exercise all remedies available under state/local law. Resident shall notify Owner of all repair needs promptly. Resident shall be liable for any damages resulting from Resident's failure to promptly notify Owner.

Resident acknowledges that it is necessary for Resident to keep the Premises clean and take other measures to prevent infestation by pests, including but not limited to, insects, birds, rodents, and other vermin. Resident agrees to keep the Premises in a clean and sanitary condition to ensure a healthy and safe environment for all residents and occupants, as well as to prevent infestation by insects, birds, rodents, and other vermin. To prevent such infestation, Resident needs to limit food and water sources for insects, birds, rodents, and other vermin. Resident agrees to: (a) promptly and regularly dispose of garbage, trash, and debris. Resident agrees not to accumulate excessive amounts of trash inside the Premises or on the Property; (b) not leave food out and store food in airtight containers; (c) not feed wild birds or other wild animals. They may become pests by leaving toxic droppings on balconies, etc. (d) **immediately** notify Owner of any infestations by insects, birds, rodents, or other vermin in the Premises or in any other areas of the Property; (e) **immediately** notify Owner of any plumbing and other water leaks or other moisture problems; (f) comply with any and all instructions given by Owner and by extermination or fumigation service providers hired by Owner; and (g) as necessary, discard household items that cause, or contribute to, pest infestation.

If Resident has caused any insect/bird/rodent/vermin infestation by insufficient housekeeping or has aggravated it, Owner may charge Resident for reasonable extermination, treatment, and/or fumigation costs as permitted by federal/state/local laws. Resident agrees to permit Owner to periodically inspect the Premises on an "as needed" basis after reasonable notice to Resident under state/local laws for recurring extermination or fumigation services and to verify that Resident has cured insufficient housekeeping and/or pest infestation. **Resident agrees not to apply any pesticides unless it obtains Owner's permission to apply such pesticides.**

As required by any state or local law, Owner will notify Resident of extermination or fumigation services with 48 hours advance written notice unless an emergency requires immediate treatment or fumigation. As permitted by federal/state/local laws, Resident shall be responsible for damages to the Premises and to Resident's property resulting from Resident's failure to maintain sanitary Premises, unauthorized use of pesticides, and/or failure to comply with instructions from extermination or fumigation service providers or Owner. A breach of any of the above-described obligations may be deemed good cause for the termination of Resident's tenancy.

If damage to the Premises from fire or casualty is a result of Resident's negligence, recklessness, or intentional or deliberate actions, Resident will be responsible for payment of the repair and damages to restore the Premises to its original condition. Failure to pay such amount constitutes material breach or default of this Lease and shall entitle Owner to exercise all remedies available under state/local law.

18. Liens: Resident shall not have the right or authority to encumber the Premises or to permit any person to claim or assert any lien for the improvement or repair of the Premises made by Resident. Resident shall notify all parties performing work on the Premises at Resident's expense that the Lease does not allow any such liens to attach to Owner's interest.

19. Violating Laws and Causing Disturbances: Resident, Occupant(s), and Resident's guests will not commit any acts or use the Premises or common areas in such a way as to (a) violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs; (b) commit property damage; or (c) annoy, disturb, inconvenience or interfere with the quiet enjoyment and peace and quiet of any other resident, management staff, contractors or vendors.

As allowed by federal, state, and local laws, Owner, upon issuance of duly served tenancy termination and/or eviction notices, may terminate this Lease Agreement for criminal activity by any Resident, Occupant, guest, or any other person under Resident's control. Criminal activity includes, but is not limited to, felonies and misdemeanors. Owner may evict the household and/or otherwise terminate this Lease Agreement regardless of whether there has been an arrest or a conviction for such activity, as permitted by state/local law.

As allowed by federal, state, and local laws, if a Resident or Occupant is listed on a state/county/city/local sex offender registry or it otherwise comes to Owner's attention that a Resident or Occupant is a registered sex offender, Owner may evict the household and/or otherwise terminate this Lease Agreement after duly serving eviction or tenancy termination notices.

Engaging in threats of violence and the unlawful discharge of firearms on or near the Premises or Neighborhood constitutes a breach of this Lease Agreement.

20. Owner's Obligation: At all times during the Lease, Owner shall maintain the Property and the mechanical devices within the Premises in a clean, safe, and workable condition as required by state/local law. Resident shall report all needed repairs to Owner at the Neighborhood Management Office. Repairs shall be made within a reasonable time following notification during normal business hours. Emergency maintenance service is available after hours to handle requests of a true emergency nature that cannot wait until normal business hours. If such repairs are of an emergency nature, the repairs shall be addressed within a reasonable time under the circumstances. Resident acknowledges that mechanical items do break and that repairs are an ongoing process at any rental property. It is expressly agreed, if Owner is diligent in its effort to effect repairs, temporary suspension of services within the Premises and on the Property shall not constitute a basis for the termination of this Lease or for an abatement of Rent. As provided by law, Resident shall not make any repairs or hire third parties to make repairs without proper notification to Owner.

21. Owner's Liability: Owner shall not be liable for any injury to any person or damage or loss to any property of Resident, any Occupant, guest or invitee, unless due to the specific negligence of Owner. Owner strongly recommends that Resident secure renter's insurance to protect against liability, property damage, and casualty losses. Unless inconsistent with state/local law, Owner shall not be liable for the loss or damage to Resident's personal property from theft, vandalism, fire, water damage, smoke, Owner supplied appliances, operating systems, interruption of utility services, or other cause, unless due to the specific negligence of Owner. If for any reason Owner agrees to render services such as handling furniture, cleaning, delivering or accepting packages, or providing access, Resident specifically agrees to hold Owner harmless from all liability in connection with such services.

In the event of damage to the Premises or Property through fire, water, or other casualty, which are of sufficient nature that occupancy cannot be reasonably continued; Owner may offer Resident alternative

premises if such space is available. Resident may, at his/her option, accept the alternative premises, in which event the Lease terms, including but not limited to the timely payment of rent, shall continue in full force and effect. Notwithstanding other provisions in this Lease to the contrary, in the event that no alternative premises is available or Resident elects not to accept alternative premises offered by the Owner, the Lease may be terminated by Resident without notice. In this event, neither party shall have any further obligation to each other. Any rent paid for the month shall be prorated and the unearned portion refunded to Resident.

Owner shall not be liable to Resident for any lack of access to the Premises, the Neighborhood, or any other land under the control of the Federal Government.

- 22. Pets:** No pets are permitted on the Property at any time except by prior written consent of Owner. A maximum of two (2) authorized pets will be permitted on the premises. Should Owner agree to permit a pet, both parties must sign a separate agreement, which may entail a separate deposit, additional fee, and/or rent. The following breeds of dogs and dogs that have any of the breed lineages will not be permitted to be moved into the Premises or Neighborhood: Pit Bulls (including but not limited to Staffordshire Bull Terrier and American Staffordshire Terrier), Rottweilers, Chow Chows, Doberman Pinschers, Perro de Presa Canarios, and Wolf hybrids. The keeping of a pet for any duration without written consent shall constitute a material breach of this Lease. Such breach may result in the termination of the Lease by Owner and eviction from the Premises.
- 23. Acknowledgment of Security Policy:** Resident acknowledges that Owner has not made any representations, written or oral, concerning the safety of the community or the effectiveness or operability of any security devices or security measures.

Resident acknowledges that Owner does not warrant or guarantee the safety or security of Residents, Occupants, and their guests or invitees against the criminal or wrongful acts of third parties. Each Resident, Occupant, guest, and invitee is responsible for protecting his or her own person and property.

Resident acknowledges that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, Resident acknowledges that they will not rely on such devices or measures and will protect themselves and their property as if these devices or measures did not exist.

- 24. Assignment:** Resident shall not sublet, transfer, or assign this Lease, the Premises, or any part thereof, without Owner's prior written consent. If Owner agrees to an assignment, the assignee(s) must apply for residency and meet the resident selection criteria. No assignment shall be valid hereunder unless in writing with Owner's prior written consent.
- 25. Guests:** Occupancy by guests is outlined in the Community Handbook. Resident must register and obtain written approval from Owner for guests staying at Premises longer than twenty-one (21) days. Resident acknowledges that Resident shall be held responsible for the actions of Resident's guests that violate the Lease or Rules and Regulations. Resident acknowledges that the Rules and Regulations pertaining to visitors are material to this Lease and that violations shall be considered material and may result in termination of the Lease.
- 26. Community Handbook and Rules/Regulations.** Resident agrees to comply with all occupancy rules and regulations contained in the Community Handbook governing the Premises or Neighborhood whether now in effect or subsequently issued by Owner and delivered to Resident. Resident acknowledges receipt of the Community Handbook in effect as of the date of this Lease Agreement, which is incorporated into this Lease Agreement. Violation of the occupancy rules and regulations contained within the Community Handbook may be considered a violation of this Lease Agreement.
- 27. Recreational/Fitness Facilities:** If Owner maintains recreational and/or fitness facilities, Resident agrees to strictly comply with all Rules and Regulations as issued by Owner. Owner reserves the right to revoke or suspend the use of any recreational and/or fitness facilities due to the violation of said Rules and Regulations. Resident, Occupant(s), and Resident's guests shall assume the risk of all use of any of

Owner's recreational and/or fitness facilities. Owner shall not be responsible for any injuries, damages or losses sustained by Resident, Occupant(s), or Resident's guests. Owner reserves the right to suspend the use of any recreational and/or fitness facilities for the purpose of repairs or modifications. Such action shall not form a basis for a claim for damages, for the termination of this Lease, or for a reduction or abatement of the Rent herein.

- 28. Entrance Access Devices:** All devices (access cards, codes, keys, etc.) issued to Resident for access to common areas, garages, homes, etc. are the property of Owner to be utilized solely by and held in possession of the Resident and authorized Occupants. These devices may be subject to additional Rules and Regulations as issued by Owner. If Resident provides an entrance device to any person without authorization, other than a key to Resident's individual Premises, it shall constitute a material breach of this Lease Agreement and Owner may terminate tenancy.
- 29. Holdover Tenancies:** A holdover tenancy will be created if the Resident fails to turn in keys and vacate the Premises on or before the termination or Expiration of the Lease Agreement and Resident will be assessed an amount in accordance with state/local law. If Resident fails to vacate on or before the date set forth in any termination notice given by either Resident or Owner, Resident shall be liable for liquidated damages in an amount equal to two times the monthly rent as permitted by state/local law.
- 30. Delivery of Premises:** In the event Owner is not able, through no fault of its own, to deliver the Premises to Resident at the time called for herein, the rent shall be abated on a pro-rata basis until such time as occupancy can be obtained. Any abatement shall constitute full settlement of all damages caused by such delay or the Owner, at its election, shall be allowed reasonable time to deliver possession of the Premises.

If Owner cannot deliver such possession within 30 days from the beginning of said term, either Owner or Resident may terminate this Lease by giving written notice to the other, and any payment(s) made under this Lease shall be refunded.
- 31. Right to Relocate.** Owner reserves the right to relocate Resident due to construction and renovations or habitability conditions. Owner will give Resident no less than a forty-five (45) day advance notice. Relocations directed by Owner to a Premises designated by Owner and accepted by Resident will be at no cost to Resident. Resident will be responsible for relocation due to habitability deficiencies caused by Resident, Occupant, or guests. In such event, Resident will pay for relocation expenses in addition to the cost to repair any habitability deficiencies.
- 32. Registered Sex Offender Disclosure.** Under Government policy, except where prohibited by law or otherwise waived by the Installation Commanding Officer, no person convicted of a criminal offense requiring registration per the National Guidelines for Sex Offender Registration and Notification Act (SORNA) may reside in the Premises. If Resident or any person living in the Premises becomes a registered/convicted sex offender after the Lease Commencement Date, then Resident shall immediately take the actions required by Government regulations, including notification to the Owner and the submission of any required reports. Any Resident or person living in the Premises found to be a registered sex offender after taking occupancy shall be in default of the Lease Agreement and subject to termination of tenancy.
- 33. Debarment.** If Resident, Occupant, or any person living in the Premises is debarred from the Installation by the Commanding Officer in accordance with the authority provided in 18 U.S.C. § 1382, Resident shall vacate the Premises and the Lease shall terminate not later than thirty (30) days from the date of the debarment. It shall then be lawful for Owner to enter the Premises, and again have, repossess, and enjoy the same as if this Lease Agreement had not been made. Owner shall have a right of action for arrears of rent or breach of covenant, and the commencement of a proceeding or suit in forcible entry and detainer or in ejectment, after any default by Resident, shall be equivalent in every respect to actual entry by Owner. In the case of any such default and entry by Owner, said Owner may relet the Premises for the remainder of said term and recover from Resident any deficiency between the amount so obtained and the rent herein required to be paid.

- 34. Commanding Officer Authority.** Nothing contained in this Lease Agreement shall be construed to diminish, limit, or restrict any right, prerogative, or authority of the Commanding Officer over the Premises relating to the security or mission of the Installation, the health, welfare, safety or security of persons on the Installation or the maintenance of good order and discipline on the Installation, as established in law, regulation or military custom to include the right at all times to order the permanent removal and barment of anyone from the Installation, including but not limited to Resident, Occupant, or any person living in the Premises. Except as provided above, nothing in this Lease Agreement shall be construed to diminish, limit or restrict any right of Resident under this Lease Agreement or the rights of residents as prescribed under any resident leases or applicable law.
- 35. Waiver:** The waiver of one breach of any term, condition, covenant, obligation, or agreement of this Lease shall not be considered to be a waiver of that or any other term, condition, covenant, obligation, or agreement or of any subsequent breach thereof.
- 36. Disclosure:** Hunt MH Property Management, LLC, at 4402 N. Mesa, El Paso, Texas 79902, or at the address and telephone number listed on Page 1 of the Lease, is authorized to manage the Premises and Property, receive rents, execute leases, enforce leases, and receive legal notices, as agent for the owner of the property.
- 37. Change in Ownership/Subordination:** Resident hereby agrees that Resident will recognize Hunt MH Property Management, LLC, as his/her Owner/Agent under this Lease and shall attorn to any person succeeding to the interest of Owner in respect of the land and the buildings on or in which the Premises is contained upon any foreclosure of any deed of trust upon such land or buildings or upon the execution of any deed in lieu of such foreclosure in respect of such deed of trust. If requested, Resident shall execute and deliver an instrument or instruments confirming its attornment as provided for herein; provided, however, that no such beneficiary or successor-in-interest shall be bound by any payment of rent for more than one (1) month in advance, or any amendment or modifications of this Lease made without the express written consent of such beneficiary.
- 38. Severability:** If any section, subsection, clause, phrase or covenant of this Lease is determined to be unconscionable, unenforceable, or in violation of local law, such provision shall become null and void. The parties expressly understand that the invalidation of any provision herein shall not affect the remainder of this Lease Agreement which shall remain in full force and effect. This Lease shall be construed and enforced in accordance with the laws of the State of Illinois and County referenced on Page 1 of this Lease Agreement.

The Owner, its agents, and employees are pledged to both the letter and spirit of the U.S. policy for the achievement of equal housing opportunity throughout the nation. Owner strictly abides by all applicable Federal, state, and county laws. Management does not discriminate on the basis of race, color, religion, sex, national origin, familial status, disability, or any other protected classes under state/local law.