

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF ILLINOIS

Donna Sheard, Richard Allen, and
Gabrielle Todd, each individually and on
behalf of all others similarly situated,

Court File No.: 3:23-cv-4012

Plaintiffs,

v.

COMPLAINT

Home Partners Holdings LLC,
OPVHHJV LLC, d/b/a Pathlight
Property Management, and HPA US1
LLC,

JURY TRIAL DEMANDED

Defendants.

Donna Sheard, Richard Allen and Gabrielle Todd, each individually and on behalf of all others similarly situated, bring this action against Home Partners Holdings LLC, OPVHHJV LLC, d/b/a Pathlight Property Management, and HPA US1 LLC (collectively “Defendants”), and allege as follows:

INTRODUCTION

1. Defendants are corporate landlords who collectively own, lease, and manage approximately 17,000 homes in over 80 markets across the United States. Home Partners began in Chicago, Illinois, and was formerly known as Hyperion Homes.

2. Defendants operate as alter egos of each other and market themselves as a joint entity. Pathlight states on its website that both Pathlight and Home

Partners “are proud to offer” lease programs to prospective tenants.¹ Pathlight’s website contains a Home Partners logo, demonstrating their interlocking relationship.

3. Defendants operate two rental programs: a “right-to-purchase” (RTP) program, which is the primary means through which they acquire single family residences, and a “non-right-to-purchase” rental program, through which they rent out homes they have already purchased (NRTP).

4. Whether a prospective tenant chooses the RTP or NRTP program, Defendants represent for every home that is available for lease, that the home is “[p]rofessionally managed by Pathlight Property Management, the exclusive property manager for Home Partners of America, offering excellent customer service, 24/7 emergency maintenance service, online application and payments, and pet-friendly options.”²

5. Despite these promises, Defendants routinely require tenants to enter contracts of adhesion that purport to waive and modify the warranty of habitability through several different lease provisions found throughout Defendants’ uniform contracts.

6. In addition, Defendants, through form contracts of adhesion, require tenants to agree to take on maintenance and repair obligations that otherwise would be borne by Defendants. In their leases, Defendants falsely state that the tenants’

¹ <https://www.pathlightmgt.com/> (last visited December 4, 2023).

² <https://www.pathlightmgt.com/search> (last visited December 4, 2023).

rental rates were negotiated and would otherwise be higher but for the tenants' alleged agreement to maintain and repair.

7. In reality, Defendants unilaterally set rental rates, without assigning any consideration for the tenants' alleged agreement or the value of their services.

8. During and at the end of tenancies, and using the same form leases, Defendants routinely pursue their tenants for payment of normal wear and tear damage, or pre-existing or other damage to Defendants' real property, which was not caused by the tenants at all. This conduct also violates the warranty of habitability and statutory consumer protection laws.

9. Finally, under the leases, Defendants assess tenants with numerous lease administration and property management fees, including but not limited to a "pay-to-pay" utility fee, an HVAC filter fee, late fees, and for the cost of insuring Defendants' property.

10. The reason for Defendants' use of their misleading form leases is simple: Sophisticated corporate landlords intentionally include unenforceable or misleading clauses in their leases "trusting they could profit from inserting such terms. [These clauses] are likely to mislead tenants into believing that they reflect the legal state-of-affairs."³

³ Meirav Furth-Matzkin, *Unenforceable and Misleading Clauses in Consumer Contracts: Evidence from the Residential Real Estate Market*, June 2015, John M. Olin Center for Law, Economics, and Business Fellows, available at http://law.harvard.edu/programs/olin_center/; see also Furth-Matzkin, *On the Unexpected Use of Unenforceable Contract Terms: Evidence from the Residential Real Estate Market*, 9 *Journal of Legal Analysis* 1 (2017).

11. In addition to seeking damages, this action seeks to enjoin Defendants from continuing to use their misleading or unenforceable leases and a return of the monies paid to Defendants through their illegal leases.

PARTIES

12. Donna Sheard is an adult residing in Edwardsville, Illinois and is a citizen of Illinois.

13. Richard Allen is an adult residing in Edwardsville, Illinois and is a citizen of Illinois.

14. Gabrielle Todd is an adult residing in Plainfield, Illinois and is a citizen of Illinois.

15. Defendant Home Partners Holdings LLC (“Home Partners”) is incorporated in Delaware with its principal place of business in Chicago, Illinois.

16. Defendant OPVHHJV LLC, d/b/a Pathlight Property Management (“Pathlight”) is a subsidiary, agent, and alter ego of Home Partners of America. Pathlight is incorporated in Texas with its principal place of business in Texas. Pathlight is wholly owned by Home Partners.

17. Upon information and belief, Defendant Home Partners or one of its subsidiaries operates and purchases homes through separately incorporated limited liability companies (“LLCs”), but Defendant Home Partners (or one of its officers or employees) is a member of those LLCs.

18. Defendant HPA US1 LLC, an LLC incorporated in the State of Delaware with its principal place of business in Chicago, Illinois, is also one of these LLCs. Plaintiffs’ leases each state they entered into an agreement with this entity.

19. HPA US1 LLC and these other LLCs were, at all relevant times, the agents, servants, employees, alter-egos or joint venture of Defendant Home Partners, and acted within the course and scope of such agency, employment, alter-ego and/or in furtherance of the joint venture, and with the permission and consent of each of the other Defendants.

JURISDICTION AND VENUE

20. This Court has original subject matter jurisdiction over this controversy pursuant to the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1332(d), because Plaintiffs and members of the Class are citizens of states different than Defendants’ home states, and the aggregate amount in controversy exceeds \$5 million, exclusive of interests and costs.

21. This Court has personal jurisdiction over Home Partners Holdings LLC because it has conducted substantial business in this District and intentionally and purposefully markets, promotes, and places its homes into the stream of commerce in this District and throughout the United States.

22. This Court has personal jurisdiction over HPA US1 LLC because it is registered to do business in this District and intentionally and purposefully markets, promotes, and purchases homes in this District and throughout the United States.

23. This Court has personal jurisdiction over OPVHHJV LLC, d/b/a Pathlight Property Management, because it serves as the property manager for all of Defendants’ rental properties in this District.

24. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to Plaintiffs’ claims occurred

in this District. Defendants marketed, advertised, leased and sold the affected homes, as well as conducted extensive business, within this District.

FACTUAL ALLEGATIONS

I. Defendants' Scheme

25. Home Partners' website states, "[f]rom the beginning, Home Partners and Pathlight communicate with residents throughout the entire process. Once the house has closed and the Make-Ready renovations have been completed, Pathlight will send a Welcome Email to residents that outlines the move-in process and answers questions that may arise during the lease term."⁴

26. Defendant Home Partners is now a subsidiary of Blackstone Inc., a New York City-based investment firm.⁵

27. In a \$6-billion-dollar deal, Blackstone purchased Defendant Home Partners through an investment fund called Blackstone Real Estate Income Trust.

28. Blackstone is one of many large firms to capitalize off the 2010 foreclosure crisis precipitated by the Great Recession.

29. In the wake of the 2007 housing market crash, as thousands of American families lost their homes, the federal government launched a pilot program that allowed Blackstone and other private investors, some of whom facilitated the

⁴ <https://www.homepartners.com/faqs/Move-In-Pathlight/Pathlight-Property-Management-/When-does-Pathlight-become-the-main-point-of-contact-for-incoming-residents> (last visited December 4, 2023).

⁵ <https://www.wsj.com/articles/blackstone-bets-6-billion-on-buying-and-renting-homes-11624359600> (last visited December 4, 2023).

financial crisis in the first place, to purchase swaths of foreclosed homes from Fannie Mae.

30. Large private equity groups, hedge funds and other large investors spent a combined \$36 billion on more than 200,000 homes between 2011 and 2017.

31. In effect, these large entities are building a new corporate landlord-tenant scheme across the country.⁶

32. While large corporate entities have been involved in the housing market since before the 2010 foreclosure crisis, their involvement only continues to grow. These corporate landlords claim their buying efforts will stabilize the country's most dilapidated housing markets. They claim they will be even better landlords than traditional, local landlords by using their capital to maintain the homes, and they claim to make home rentals easy and affordable.

33. However, over time, these corporations have displaced individual home buyers (or individual landlords and property owners) not only in housing markets decimated by foreclosure, but also in healthy urban, suburban and exurban residential real estate markets.

34. Against this background, Home Partners (then operating as Hyperion) entered the residential real estate market in 2012 as a real estate investment and property management group, and claimed that by purchasing homes on behalf of residents in markets nationwide, they would help thousands of home-seekers live in

⁶ <https://www.theatlantic.com/technology/archive/2019/02/single-family-landlords-wall-street/582394/> (last visited December 4, 2023).

a home they otherwise were not yet ready to purchase, under terms that best fit their needs.

35. Defendants state they rent single-family homes to persons in three primary demographics: (1) recent transferees to an unfamiliar or new city or suburb; (2) persons desiring to live in a single-family home, but who lack the creditworthiness to obtain a mortgage; and (3) persons who want to rent a single-family home but who are “uncertain” about home ownership.

36. Defendants target these demographics through marketing to real estate agents and online and print advertisements that promote the availability of homes.

37. Defendants market extensively through their own websites as well as local real estate agencies.⁷

38. Defendants operate two rental programs: a “right-to-purchase” (RTP) program, which is the primary means through which they acquire single family residences, and a “non-right-to-purchase” rental program, through which they rent out homes they have already purchased (NRTP).

39. The RTP rentals are long-term, up to five years. Each RTP lease contains an automatic renewal provision. The NRTP rental contracts are for one-year terms.

40. In the context of the RTP program, Defendants represent prospective customers, working with their real estate agents, can pick a home being offered for

⁷https://www.pathlightmgt.com/search?sort=&search_text=&rent=&state=IL&city=&available_date=&beds=&bathrooms= (last visited December 4, 2023).

sale, and that Defendants will buy the home for the prospective customer to rent from Defendants, for up to five years. To induce prospective customers to go through Home Partners and the RTP program, Home Partners claims they “buy it and lease it to you with the peace of mind of locked-in rent amounts and purchase prices. Live in the home as a renter with the option to buy it at any point. At the end of your 1-year lease term, you can renew for another year or walk away with no penalties. No matter what you decide, we are your partner. [...] On average, move-in will be 2 weeks after closing to accommodate any necessary repairs found during our home inspection. [...] Your agent facilitates the inspection and will make sure all utilities are on.”⁸

41. Defendants together claim that they expend significant effort and resources to purchase a particular home on the prospective tenant’s behalf.

42. Whether a prospective tenant chooses the RTP or NRTP program, Defendants represent for every home that is available for lease, that the home is “[p]rofessionally managed by Pathlight Property Management, the exclusive property manager for Home Partners of America, offering excellent customer service, 24/7 emergency maintenance service, online application and payments, and pet-friendly options.”⁹

43. Defendants also represent that their houses are “qualified,” “move-in ready” and have passed inspection. Defendants do not share the results of any

⁸ <https://www.homepartners.com/how-it-works> (last visited December 4, 2023).

⁹ <https://www.pathlightmgt.com/search> (last visited December 4, 2023).

inspection reports with their tenants, and thus tenants are unaware of what repairs, if any, were declined or undertaken.

44. Before an RTP tenant signs a lease, Defendants send to tenants an “Anticipated Terms” document that makes representations regarding the terms of the lease and states that tenants are responsible for utilities, such as water, trash, and sewer, lawn and landscape maintenance, snow/ice removal, and “other day-to-day maintenance.” The “Anticipated Terms” document also states Defendants expect tenants to maintain the home as if it were the tenants’ own, and that tenants are required to maintain their own general liability renters’ insurance. The terms do not disclose that tenants may later be force-placed into Defendants’ own insurance if they do not obtain their own renters’ insurance.

45. Defendants’ Anticipated Terms, leases and other pre-lease materials are drafted by Home Partners in Chicago, Illinois. Tenants communicate with and receive lease documents for signature from Home Partners’ leasing, acquisitions, closings and applications teams, which are also based in Chicago. Tenants receive these pre-lease documents and the leases themselves from Home Partners’ leasing and acquisitions teams, and Home Partners’ leasing team facilitates tenants’ wiring of their initial security deposit.

46. Defendants claim to “take the responsibility of managing your home’s safety and maintenance seriously. Our team is always ready to handle large service

requests, but we kindly ask that residents take care of smaller maintenance issues themselves.”¹⁰

47. But prospective customers are not provided a complete list of the obligations and “service requests” and “maintenance issues” that they will be required to take on as tenants, which include but are not limited to managing pest infestations, lawn care, snow removal, and repairing appliances.

48. Nor do Defendants fully disclose the additional fees tenants will be required to pay under the lease, including for the cost of insuring Defendants’ property, paying for HVAC upkeep through an HVAC filter fee charge, and paying for other lease administration expenses connected to utility billing or Defendants’ attempts to evict tenants, even when they are not prevailing parties in an action.

49. For each house, Defendants set a monthly base rent for each year in which a tenant occupies a house.

50. Defendants state and admit they do not negotiate these amounts with tenants.¹¹

51. Nonetheless, in contradiction of the foregoing statements, which are provided to the general public and tenants before they sign any lease, Home Partners represents in its form adhesion leases that “[t]he amount of Rent was agreed upon

¹⁰ <https://app.pathlightmgt.com/help/detail/General-Maintenance/6157473947931/What-are-resident-and-Pathlight-maintenance-responsibilities> (last visited December 4, 2023).

¹¹ <https://app.pathlightmgt.com/help/detail/Lease-Information/360043853871/Is-rent-negotiable> (last visited December 4, 2023).

based on the express understanding that Tenant will be responsible for the maintenance needs of the Premises as provided in this Lease and in the absence of Tenant's agreement to maintain the Premises at its cost in accordance with the terms of this Lease, Landlord would have charged a higher rent amount."

52. Home Partners does not apply or credit any amount paid in rent or on maintenance or repairs during the lease term to reduce the rent.

53. Home Partners does not credit the value of the services tenants provide to maintain Defendants' properties toward the rent, nor represent to tenants what the amount of rent would otherwise be but for the agreement to repair and maintain the property.

54. At bottom, and as further described herein, Defendants' design their marketing to induce and convince prospective customers that they are renting a specially-chosen, i.e., "qualified" and quality home that is different than, and an alternative to, a traditional rental. Then, Defendants convince consumers to agree to take on substantial homecare burdens foisted on tenants by Defendants' adhesive form leases.¹²

55. Despite their effort to establish an extra-legal relationship with their tenants through these elaborate contracts of adhesion, Defendants cannot write their way out of their statutory legal obligations to their tenants.

¹² <https://www.homepartners.com/how-it-works/program-summary?position=advantages> (last visited December 4, 2023).

II. Defendants' Form Contracts Shift the Burden of Maintenance, Repair, and Insurance onto Tenants.

56. Since 2012, Defendant Home Partners has included provisions in its carefully crafted form leases that illegally purport to shift its repair and maintenance obligations onto tenants, as well as other fees associated with lease and property management administration. While Home Partners names one of its various LLCs (such as HPA US1 LLC) as the Landlord in its leases, the LLC entity is controlled and wholly owned by Home Partners.

57. Initially, Defendant Home Partners disclaims in its form leases any obligation to comply with the Covenants of Habitability, stating, “[r]esident acknowledges that any damage to the Premises beyond Wear and Tear will be presumed to have been caused by Resident. Resident agrees that Owner is leasing the Premises to Resident in its AS-IS, WHERE-IS, WITH ALL FAULTS condition as of the Effective Date and specifically and expressly without any warranties, representations or guarantees, either express or implied, as to its condition, fitness for any particular purpose, merchantability or any other warranty of any kind, nature or type whatsoever from or on behalf of Owner’s Agents (all of which are expressly disclaimed by Owner and waived by Resident) and Resident is accepting the Premises on such terms [...]”

58. Defendants also state **“[t]he amount of Rent was agreed upon based on the express understanding that Resident will be responsible for the maintenance needs of the Premises as provided in this Lease and in the absence of Resident’s agreement to maintain the Premises at Resident’s cost**

in accordance with the terms of this Lease, Owner would have charged a higher Monthly Base Rent amount” (emphasis in original).

59. This statement is untrue. Defendants do not negotiate rent

60. Defendants’ leases purport to exempt Defendants from liability, stating Defendants “shall not be liable for any injury or harm to any person or property caused by a defective condition at the Premises” and Defendants “shall be released and discharged from all Claims arising out of any Resident’s, Occupant’s or their guests or invitees use of, or acts or omissions in or about the Premises or arising out of this Lease.”

61. These provisions purport to exempt Defendants from liability for damages for injuries to tenants and their property resulting from Defendants’ negligence in the operation or maintenance of their rental properties in violation of Illinois law and are therefore void and wholly unenforceable.

62. These provisions are designed to obscure, mislead, and misrepresent Defendants’ true legal obligations to renters, and constitute false statements of fact and law.

63. Defendants fail to disclose that nothing in their lengthy “Residential Lease Agreement” can abridge a tenant’s rights, nor does the lease create anything other than a traditional landlord-tenant relationship.

64. Defendants’ “as-is” and burden-shifting repair provisions mislead consumers about their guaranteed rights and remedies under applicable state law by misrepresenting to consumers that they, not Defendants, are required to keep

Defendants' properties in reasonable repair, and further mislead consumers into paying costs associated with Defendants' lease management and administration. Thus, in addition to misrepresenting tenants' rights, Defendants' leases are agreements with tenants that purport to waive or modify the Covenants of Habitability in direct violation of the law.

65. Defendants' burden-shifting maintenance and repair and lease administration provisions not only contravene the warranty of habitability and other state laws, but also deceptively and misleadingly suggest to tenants that their signatures on the lease constitute a waiver of their right to habitable housing. Such unlawful provisions have and continue to have the effect of fraudulently stripping consumers of their legal rights and burdening them with repair efforts and expenses that the law explicitly requires Defendants to bear.

66. When purchasing homes for re-lease, Defendants obtain independent inspections and property appraisals, allegedly for the benefit of the tenant, yet under Defendants' policies, the inspection reports and appraisals are not provided to tenants.

67. Instead, these inspections and appraisals are given to Defendants and undertaken on Defendants' behalf prior to Home Partners' purchase of the home. As owners and property managers of the home, Defendants are in the best position to obtain and provide that information. However, no Defendant discloses the existence of any pre-existing damage to the home of which they may have already been aware.

68. Nor do Defendants disclose the results of municipal inspections. Accordingly, tenants may not be on notice of conditions at the property to review and report during the tenancy, even conditions affecting habitability such as prior mold or mildew.

69. Despite its claim that it “is happy to handle large service requests, and we ask that residents take care of smaller maintenance issues,” Pathlight, as the property management arm of Defendants, does not have a local staff to handle these “large service requests.” Instead, Pathlight contracts with a third party, SMS Assist, which determines whether a tenant’s maintenance request will be fulfilled by a local vendor under policies and procedures established by Pathlight.

70. Under Defendants’ leases, policies, and procedures, tenants may make maintenance and other repair requests by calling a central toll-free number, or by making a request through Defendants’ resident web “portal.” If a tenant calls in a maintenance request, both Pathlight and SMS Assist make an electronic record of the request, which is stored in a database. Pathlight frequently communicates with tenants who have called by responding through the resident portal with a “You Called Us” or “We Called You” signature line. If the request is directed through the portal, an electronic record is also created and stored in the database.

71. If SMS Assist, Pathlight’s agent operating under Pathlight policies and procedures, or Pathlight determines that the request is “resident responsibility,” Pathlight will not fulfill the maintenance request will cancel it.

72. SMS Assist will also request approval directly from Pathlight for certain repairs. If Pathlight denies the request, Pathlight cancels the tenant's work order.

73. Because Pathlight either directly or through its agent SMS frustrates tenants' attempts to successfully make maintenance requests, the result is a system whereby tenants, not Defendants, are actually or constructively forced to pay for repairs and maintenance that they are not required to make under the lease or applicable state law.

The Master Resident Liability Program

74. In addition to paying out of pocket for repairs to Defendants' properties as they arise, or from their security deposits at the end of tenancy, tenants also use their own funds every month to comply with Home Partners' so-called "liability coverage" requirement.

75. The lease requires tenants to procure renters insurance with general liability coverage in the amount of \$300,000 (\$500,000 for a house with a pool) for "damage to our property during your lease term."¹³

76. Home Partners requires tenants to name the Defendants and an entity called POPIC LLC, listed in the lease as an "additional interested party" on the policy and provide "written evidence" of the addition prior to move-in.

77. Although Defendants represent in the leases that tenants are free to obtain their own renters' insurance, the insurance must meet Defendants' coverage

¹³ <https://app.pathlightmgt.com/help/detail/Move-In-and-Liability-Coverage/360043425512/Am-I-required-to-have-renter's-insurance> (last visited December 4, 2023).

criteria. If tenants fail to obtain qualified renters' insurance, they are deemed to be in default of their lease.

78. Nevertheless, before the lease is signed, Defendants discourage tenants from procuring outside insurance, stating the "cost of outside coverage may depend on your provider, creditworthiness, and other factors. Also, it may or may not cover personal belongings," and that "using an outside provider may cost \$20 a month or more."¹⁴

79. Instead, Defendants want tenants to use their own insurance program. Unless and until the tenant provides the requisite proof of renters insurance, Defendants force-place tenants in their own "liability waiver" program (also known as the "Master Resident Liability Program," or "MRLP," and identified as "Replacement Renter Insurance" in the lease). The MRLP is an opt-out, not opt-in, program.

80. Defendants' MRLP costs tenants \$13 per month and is defined as "additional rent" under the lease. Like all rent payments, this additional rent payment is paid to the Home Partners Holdings subsidiary that is identified as the "Landlord" under the lease. Upon information and belief, a portion of the \$13 fee is returned to Defendants.

81. Defendant Home Partners developed the Master Resident Liability Program in 2018 and 2019 in Chicago, Illinois.

¹⁴ <https://app.pathlightmgt.com/help/detail/Move-In-and-Liability-Coverage/360043425512/Am-I-required-to-have-renter's-insurance> (last visited December 4, 2023).

82. Although Home Partners uses the terms “liability coverage” and “Master Resident Liability Program” in the leases and in other documents, in reality, Home Partners is engaging in the sale of insurance to tenants. Home Partners is not licensed to sell insurance in any state in which it does business.

83. Unbeknownst to tenants who are forced to participate, this \$13 is an insurance premium paid to Defendants’ captive insurer.¹⁵ Defendants do not disclose what portion of this amount is reserved to pay administrative costs, or to pay claims for property damage.

84. What Defendants additionally do not disclose is that they intend for tenants (or their independently procured insurance coverage) to pay for and cover pre-existing, accidental, or normal wear and tear damage to Defendants’ buildings and real property, not caused by tenants, which are not covered by the typical renters’ insurance policy. In other words, Defendants deliberately foist the burden of insuring their own real property onto tenants.

85. Upon information and belief, Defendant Home Partners has collected millions of dollars from tenants nationwide through the MRLP replacement insurance program, none of which benefits the tenants.

The UBSF

86. Defendants employ a third party, Conservice, to manage those utilities and services kept in Defendants’ names, such as water, trash and sewer. Conservice

¹⁵ See *Sewall, et al. v. Home Partners Holdings LLC, et al.*, 27-CV-22-10389 (Minn. Dist. Ct.) Index No. 202, Order Certifying Class.

bills the utilities to the tenants, through a separate bill, but all utility amounts are reflected on the tenants' ledgers and tenants can remit payment directly to Defendants.

87. While most tenants understand they have to pay for the utilities they use, are in fact required to pay more than their use. Defendants also require tenants to pay a "Utility Billing Service Fee" (UBSF). The UBSF is a "pay-to-pay" fee for utilities and services that must be kept in the Landlord and property owners' name, which means tenants pay Defendants for the privilege of also paying for their utilities. Tenants do not have the option to opt out of the UBSF. Though the amount varies state to state, Defendants charge this fee in each state they rent their homes.

88. Plaintiffs and other tenants' UBSF is at least \$7.95 per month. Plaintiffs Sheard and Allen pay a \$9.95 UBSF, while Todd's UBSF is \$7.95.

89. In their Anticipated Terms document, Defendants represent the UBSF is to "reimburse" Defendants for "water and other utilities and services bundled with the water bill."

90. The leases do not disclose the nature and purpose of this charge. Similarly, Defendants' representations on their website(s) do not disclose the nature and purpose of this charge.

91. In actuality, the UBSF is a fee Defendants assess to tenants to cover the administrative costs of hiring Conservice to bill tenants for utilities. This is also not disclosed in their form leases or Anticipated Terms.

92. Upon information and belief, a portion of this fee is returned to Defendants and does not reflect the actual administrative costs of managing utilities via Conservice.

HVAC Filter Fees

93. Defendant also required tenants to pay a fee for their “HVAC Filter Program” in the amount of \$15 per month. This amount is non-negotiable. Defendant contracts with a third party, Second Nature, to deliver air filters to tenants every 60 days, and per the form lease and addenda thereto, tenants are not permitted to opt out of this payment obligation or supply their own air filters purchased from other sources. The lease further requires tenants to install the filters within two days after delivery, for the purpose of ensuring that the “air quality in your home is safe and your system is functioning properly,” meaning that the air filter is specifically for the purpose of ensuring the health and safety of the tenants and the habitability of the units. Further, this cost is shifted even where Defendant agrees that furnace and HVAC cleaning and servicing is the landlord’s responsibility under the lease agreement.

94. Defendants mark up the cost of the air filters, but do not disclose this markup to tenants. Further, upon information and belief, the \$15 charge does not reflect the actual cost of the air filters. Only a portion of the fee is paid to Second Nature and Defendants retain a portion.

Legal Fees

95. Finally, Defendants require tenants to pay for Defendants' attorneys to review their ledgers for purposes of determining whether a tenant is allegedly in default on any lease obligation, which is reflected as "Legal Fees Recovery" on tenants' ledgers. Defendants charge the tenants for this attorney review, regardless of whether Defendants attempt to enforce any lease obligation through a legal action.

96. Even if Defendants did not enforce their illegal lease provisions, these provisions are nonetheless deceptive because consumers who read them are likely to believe they are enforceable, or that they have contractually waived their legal rights not to be responsible for certain costs, as well as repairs to Defendants' own property.

III. Plaintiffs' Experiences

Donna Sheard and Richard Allen

97. Donna Sheard, Richard Allen and their autistic son began renting a Home Partners-owned home through their NRTP program on or around January 12, 2023 in Edwardsville, Illinois. Sheard and Allen were looking for a home in their price range with an open floorplan, fireplace, gas hookup for a grill, tall ceilings, natural light and a separate living area for their son[?].

98. Sheard and Allen rented through Defendants because Defendants' representations, as described in paragraphs 25-46 above, led them to believe Defendants would provide a quality, pre-inspected home that would not require substantial upkeep or maintenance, based upon the assurance of quality and inspection provided by Defendants.

99. Sheard and Allen received Defendants' 22-page form "Residential Lease Agreement," which includes 50 additional pages of attachments and addenda for a total of 72 pages, all drafted in Illinois by Home Partners' lawyers in approximately 10-point font. *See Exhibit A.*

100. The Home Partners entity listed on their lease and owner of the property is SFR Borrower 2022-1 LLC, which has a principal place of business in Chicago, Illinois.

101. Sheard and Allen were not provided an opportunity to negotiate the amount of rent, nor the yearly rent hikes.

102. Defendants did not separately negotiate or set forth the list of maintenance and repair responsibilities they required Sheard and Allen to take on.

103. Defendants have assessed a \$9.95 Utility Billing Service Fee for each utility payment. The lease is silent as to the nature and purpose of this fee.

104. Defendants have also assessed a monthly \$15 HVAC filter fee throughout the duration of the lease.

105. Before move-in, Sheard and Allen received a "Welcome Guide" that stated "all homes undergo a general cleaning of plumbing fixtures, appliances, and other surfaces prior to the Lease start date. This does not include windows, exterior areas, or non-habitable spaces." The "Welcome Guide" further claimed additional keys and garage remotes should be found inside the kitchen.

106. However, upon move-in, the house was filthy and nothing had been cleaned as promised. Additionally, there were no garage remotes as described, so Sheard paid out-of-pocket for remotes.

107. Further, despite Defendants' promises in the Welcome Guide and other pre-lease materials promising the home would be move-in ready, the water was not turned on and Sheard had to figure out how to do it herself.

108. At the start of the lease, Sheard and Allen noted on the move-in condition form that the gas fireplace didn't work and there were no remotes provided, even though the Welcome Guide, which Sheard read, stated Defendants would ensure the fireplace was safe and functional.

109. Sheard placed a maintenance request for the fireplace on or around January 12, 2023, which was cancelled by Defendants with no explanation. Sheard placed another maintenance request on or around February 10, and Pathlight sent a vendor who determined the gas grill line was leaking and had been fashioned together using an improper kitchen knob. When the gas line was turned on, the entire basement filled with gas. Sheard and the vendor were unable to clear the gas because the basement windows had been caulked shut.

110. Because Pathlight still hadn't authorized any work to be done on the gas line, Sheard called Pathlight on September 11, 2023 to request maintenance. On October 9, 2023, Pathlight emailed Sheard notifying her the request was closed. Pathlight sent approximately 13 different vendors between February and November. On November 17, vendors came to install a small dual gas fireplace, but cut into a

live wire and connected it to the kitchen lights. The vendors told Sheard this set up would not pass an inspection. The vendors were concerned about undoing the work, so they did not complete the job.

111. Sheard contacted Pathlight through the resident portal on November 29 and has called them every other day to inform them the work was incomplete and the vendor believed the work they did would fail an inspection. Pathlight has not responded and has not sent any other vendors.

112. The gas line is not the only issue Sheard and Allen have dealt with during their lease. In July 2023, Sheard sent several pictures of their sinking back stairway to Pathlight through the resident portal. The photographs showed that the concrete and brick were severely gapping and presented a serious tripping hazard. Pathlight did not respond until August 23, and said they had “escalated” the request “to be reassigned for a more responsive vendor.” As of the date of this filing, Pathlight has not sent a vendor to address the stairs.

113. Had Sheard and Allen known of the issues they would experience with the home, and with getting Defendants to agree to make necessary repairs, they would not have rented a home through Defendants’ program or would have paid considerably less in rent.

Gabrielle Todd

114. Gabrielle Todd and her family began renting a Home Partners-owned home through the RTP program on or about September 2, 2019, in Plainfield, IL. Todd was looking for a safe home for her family to live in while caring for her mother,

who was battling cancer. Todd decided to rent through Defendants because of their representations described in paragraphs 25-46 above, and specifically, because she would be able to “lock down” the price of a home. Todd and her family have grown to value the community they have built around her home.

115. The Home Partners entity listed on Todd’s lease and owner of the property is HPA US1 LLC, which is a Delaware limited liability company whose principal place of business is Chicago, Illinois.

116. Defendants did not allow Todd an opportunity to negotiate rent nor the list of maintenance and repair responsibilities they required Todd and her family to take on.

117. Todd received Defendants’ 19-page form “Residential Lease Agreement,” which includes 42 additional pages of attachments and addenda, for a total of 61 pages, all drafted by Illinois Home Partners’ lawyers in approximately 10-point font. *See Exhibit B.*

118. Todd was not provided an opportunity to negotiate the amount of rent, nor the yearly rent hikes.

119. Defendants have assessed a \$7.95 UBSF for each utility payment. Todd’s lease is silent as to the nature and purpose of this fee.

120. Less than two weeks after moving in, Todd and her family noticed that there were issues with the home’s plumbing. On September 13, 2019, Gabrielle placed her first maintenance request through the portal, noting the toilet was leaking and running constantly. Todd reported that the toilet was leaking sewage, which flooded

the bathroom and damaged the drywall and carpet, causing it to smell like sewage for over a month until Pathlight finally sent a vendor to address the drywall issue in November of 2019. Pathlight did not address sections of the affected carpet until January of 2021 and July of 2023.

121. Since Ms. Todd and her family started living at the property in 2019, they have placed over 190 maintenance requests on the house. These maintenance requests vary from issues related to plumbing, drywall, pest control, flooring, and mold.

122. Todd's lease purports to exempt Defendants from liability for home repairs by stating "Except for the covenants of Landlord expressly contained in this Lease or other documents executed by Landlord, or as otherwise required or specified by Applicable Laws, Tenant agrees that (a) it is leasing the Premises in its **"AS-IS, WHERE-IS, WITH ALL FAULTS"** condition as of the Effective Date and specifically and expressly without any warranties, representations or guarantees, either express or implied, as to its condition, fitness for any particular purpose, merchantability or any other warranty of any kind, nature, or type whatsoever from or on behalf of Landlord, and (b) Landlord has no obligation to perform any work, supply any materials, incur any expense or make any alterations or improvements to any portion of the Premises" (emphasis in original).

123. Todd's lease further states "Except to the extent required by Applicable Laws, Landlord shall not be liable for any destruction, damage, loss of personal property, possessions or personal injury to any Occupant (including as may be

occasioned by fire, smoke, mold, rain, flood, leaking plumbing, gas or water pipes, water, snow, hail, ice, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane or other causes) or for any damage arising from acts, omissions neglect of Landlord or anyone claiming through Landlord, all of which are expressly waived by Tenant, to the maximum extent waivable under Applicable Law.”

124. Home Partners required Gabrielle Todd to sign a “mold addendum” which provides information regarding the nature of mold, steps to reduce the growth of mold, tenant responsibilities, and a section titled “limitations on landlord liability” among other things.

125. Todd waited until January 2021 for sections of the affected carpet from the September 13, 2019 incident to be replaced.

126. In or around November of 2019 Todd and her family started noticing that the leaking toilets and pipes resulted in mold forming at various points throughout the kitchen, the drywall, and the bathroom. Throughout the years, Gabrielle Todd has placed multiple maintenance requests via phone and through the online portal to address plumbing issues, and mold concerns, as per her lease, however, she was often met with responses from Home Partners labeling the various requests as “cosmetic” and closing out work orders.

127. Todd reported on her Move-In Condition Form in September 2019 that the carpet in the home was stained in several areas. After the September 13, 2019 incident in which the toilets soaked various areas on the carpet, Todd reached out to Home Partners September 24, 2019 mentioning that the smell and remaining

moisture on the carpet made her concerned about mold. From 2019 until June 2021 Todd called, messaged, and opened several work orders concerning the carpet, but these work orders were closed for concerning “cosmetic” issues.

128. On June 22, 2021, Home Partners sent Todd the following message regarding her ongoing carpet issues: “Hello, Thank you for submitting a maintenance service request, however, this is considered a resident care item. At this time, we will not be moving forward with this request, but are happy to provide vendor recommendations, should you decide to proceed with hiring professional services. Thank you for your cooperation and your understanding!” This message from Defendants came almost two years after Gabrielle Todd put in the original September 13, 2019 maintenance request regarding the carpet. Pathlight finally sent a vendor to remove sections of the in the beginning of July of 2023.

129. On August 14, 2023, Gabrielle sent a request for a sink repair via the Pathlight residential portal. This maintenance was not addressed until November 2, 2023. Todd and her children were without running water in both the bathroom and kitchen sink until that time.

130. Had she known of the issues she has experienced during her lease with Defendants – including their failure and/or extreme delay in responding to maintenance requests – Todd would not have rented a home through Defendants’ program or would have paid considerably less in rent.

IV. Numerous Tenants Nationwide Complain.

131. Plaintiffs are not alone and represent the experiences of similarly situated tenants. Across the country, numerous complaints have been lodged against

either Home Partners or Pathlight through social media such as LinkedIn or Facebook, through the Better Business Bureau, or in conciliation or housing court litigation, for their failure to return security deposits owed, or to keep their properties in reasonable repair.

132. As reported by numerous tenants, Defendants often ignore tenant repair requests or wait an inordinate amount of time before addressing the repair.

133. Pathlight was initially accredited by the Better Business Bureau in December 2016, but its accreditation was revoked in 2022. Pathlight's accreditation has since been reinstated, but the Customer Review page continues to be flooded with a litany of complaints.¹⁶

134. Hundreds of these complaints exist against Defendants' various entities. Indeed, private Facebook group called "Home Partners of America—Company of Stolen Dreams" contains over 2,000 members.¹⁷

135. Defendants have been subject to numerous suits in housing or small claims actions nationwide, as well as additional actions commenced by the

¹⁶ <https://www.bbb.org/us/tx/plano/profile/property-management/pathlight-property-management-0875-90620230> (last visited December 4, 2023).

¹⁷ <https://www.facebook.com/groups/HomePartnersofAmericaScandalExpose> (last visited December 4, 2023).

undersigned counsel on behalf of their clients in Minnesota,¹⁸ Washington,¹⁹ and Colorado.²⁰

136. Only Defendants, however, are aware of the total number of complaints lodged against them, including through Pathlight’s resident portal and 800-number.

137. As demonstrated, these failures to repair or to agree to repair directly contradict Defendants’ representations that they will quickly make repairs and be available 24/7. These representations misrepresent the service Defendants in reality provide. Defendants routinely fail to make requested repairs or make insufficient or untimely repairs.

CLASS ACTION ALLEGATIONS

138. Plaintiffs bring this action on behalf of themselves and all others similarly situated (“the Class”) pursuant to Federal Rule of Civil Procedure 23.

139. Plaintiffs propose the following Class and Subclass definitions, subject to amendment as appropriate:

Nationwide Class: All persons who have paid rent and other fees to Defendants pursuant to a residential lease agreement with Defendants in the United States.

Illinois Class: All persons who have paid rent and other fees to Defendants pursuant to a lease agreement with Defendants in the state of Illinois.

¹⁸ *Sewall, et al. v. Home Partners Holdings LLC, et al.*, 27-CV-22-10389 (Minn. Dist. Ct.)

¹⁹ *Richmond, et al. v. Home Partners Holdings LLC, et al.*, 3:22-cv-05704 (W.D. Wash.)

²⁰ *Curran, et al. v. Home Partners Holdings LLC, et al.*, 1:23-cv-01279 (Colo.)

140. The Nationwide Class brings claims under Counts I and VIII.

141. The Illinois Class brings claims under Counts I, II, III, IV, V, VI, VII and VIII.

142. The following persons are excluded from the above Class definitions:

- a. Any judge or magistrate presiding over this action and the members of their family;
- b. Defendants and any of Defendants' affiliates, parents, or subsidiaries, any entities in which Defendants have a controlling interest, any officer, director or employee of Defendants, any successor or assign of Defendants, anyone employed by counsel in this action;
- c. Persons who properly execute and file a timely request for exclusion from the Class;
- d. Persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; and
- e. Plaintiffs' counsel and Defendants' counsel.

143. The requirements for class certification under Federal Rule of Civil Procedure 23 are met as follows:

- a. Plaintiffs are informed and believe, and on that basis allege, that there are hundreds of persons who have entered into rental agreements with Home Partners. As such, the members of the

Class are so numerous that joinder of all members in one proceeding would be impracticable.

- b. There are common questions of law and fact common to the Class, including without limitation:
 - i. Whether Defendants' contracts of adhesion illegally disclaim the covenants of habitability and violate state laws;
 - ii. Whether Defendants' lease provisions mislead;
 - iii. Whether Defendants' illegally required tenants obtain insurance to cover damage to Defendants' property;
 - iv. Whether Defendants have failed to return security deposits in full compliance with the law;
 - v. Whether Defendants misrepresented the nature of their services through advertising with the intent to induce persons to sign their contracts of adhesion;
 - vi. Whether Defendants' illegal and unenforceable lease provisions are unfair and deceptive trade practices under state statutes;
 - vii. Whether the members of the Class are entitled to damages and equitable relief, including injunctive and monetary relief.

- c. The claims of the Plaintiffs are typical of the claims of the members of the Class, who entered into rental agreements with Defendants and are now contractually bound to the misleading and unlawful terms of those agreements that breach the covenants of habitability and severely limit any recourse available to Plaintiffs and all members of the Class.
- d. The Plaintiffs will fairly and adequately represent the members of the Class and have retained counsel who are competent and experienced in class action and complex litigation.

144. The requirements of Rule 23(b)(2) are met as described below in Plaintiffs' request for injunctive relief.

145. The requirements of Rule 23(b)(3) are met in that:

- a. The questions of law common to the members of the Class predominate over any questions affecting only individual members.
- b. A class action is superior to other methods for the fair and efficient adjudication of this controversy. Because the damages suffered by many individual members of the Class may be relatively small in relation to the costs of litigation, the expense and burden of individual litigation make it difficult, if not impossible, for members of the Class to redress the wrongs done

to them individually. Furthermore, many of the members of the Class may be unaware that claims exist against Defendants.

- c. Plaintiffs know of no difficulty that will be encountered in the management of this litigation that would preclude its maintenance as a class action. The names and addresses of the members of the Class are available from Defendants. Notice will be provided to the members of the Class via first class mail and/or by the use of techniques and a form of notice similar to those customarily used in class actions.

COUNT I
ILLEGAL FEES IN VIOLATION OF THE ILLINOIS CONSUMER FRAUD
AND DECEPTIVE BUSINESS PRACTICES ACT
815 ILCS 505/1 et seq.

On Behalf of a Nationwide Class, or, Alternatively, an Illinois Subclass

146. Plaintiffs re-allege all prior paragraphs of this complaint.

147. Plaintiffs are “persons” as defined by 815 ILCS 505/1(c).

148. Defendant Home Partners Holdings LLC and HPA US1 LLC each have a principal place of business in Chicago, Illinois.

149. Under the form leases, Defendants charge multiple illegal fees throughout Plaintiffs’ and Class Members’ tenancies. The form leases are drafted in Illinois, at Defendants’ principal place of business, with the advice of their outside counsel, who are also located in Chicago, Illinois.

150. ***The MRLP:*** As described in paragraphs 74-85 above, Defendants require tenants to comply with their “liability coverage” requirement for “damage to

our property during your lease term.”²¹ Defendants’ “liability coverage” is substance over form—in reality, Defendants have engaged in the unlicensed sale of insurance. Defendants automatically enroll tenants in their Master Resident Liability Program for \$13 per month. Defendants induce tenants to enroll in their Master Resident Liability Program by stating “Note that using an outside provider may cost \$20 a month or more,”²² despite the fact that the program does not cover the tenant’s personal property.

151. **UBSF:** As described in paragraphs 86-92 above, Defendants’ websites and Anticipated Terms represent their monthly Utility Billing Service Fee is “to reimburse for utilities and service paid for by Landlord.” In reality, it covers the administrative costs of hiring a third party, Conservice, to bill tenants for utilities that normally must be kept in the landlord’s name, such as water, sewer, and trash. While tenants are also billed for the underlying water, sewer, and trash costs, they must also pay-to-pay for these utilities. This fact is not disclosed in leases, nor in any “Anticipated Terms” sent to Plaintiffs and prospective tenants. Defendants’ leases are entirely silent on the nature and purpose of this fee. This fee is at least \$7.95 per month. Defendants retain at least a portion of this fee, thus the fee does not reflect the actual cost of administering utilities.

²¹ <https://app.pathlightmgt.com/help/detail/Move-In-and-Liability-Coverage/360043425512/Am-I-required-to-have-renter's-insurance> (last visited December 4, 2023).

²² <https://app.pathlightmgt.com/help/detail/Move-In-and-Liability-Coverage/11116760063771/Can-I-use-an-outside-liability-coverage-provider> (last visited December 4, 2023)

152. *HVAC filter fee*: As described in paragraphs 93-94 above, until recently, Defendants required tenants to participate in a mandatory HVAC filter program, through which they charged tenants a mandatory \$15 fee each month for HVAC air filter replacements. Defendants represent their mandatory HVAC filter program “ensures that you have the best possible air quality in your home.” This fee misleads tenants into believing it is their responsibility to keep the homes in compliance with state and municipal law, when it is actually Defendants’ responsibility. Defendants further represent “[e]ach shipment contains the exact number of high-quality filters your home needs at the time you need to change them.” Defendants mark up the cost of the air filters, but do not disclose this markup to tenants. The air filters cost Defendants \$9 per month. Thus, Defendants receive \$6 per month per tenant and the cost of the air filters does not reflect the actual costs to Defendants.

COUNT II
VIOLATION OF THE ILLINOIS CONSUMER FRAUD AND DECEPTIVE
BUSINESS PRACTICES ACT
815 ILCS 505/1 *et seq.*

153. Plaintiffs re-allege all prior paragraphs of this Complaint.

154. Plaintiffs are “persons” as defined by 815 ILCS 505/1(c).

155. Defendant Home Partners Holdings LLC and HPA US1 LLC each have a principal place of business in Chicago, Illinois.

156. Defendants’ leases are drafted by Home Partners’ lawyers in Chicago, Illinois. Tenants, including Plaintiffs, enter into Defendants’ lease agreements with

Home Partners' entities and receive wiring instructions for their security deposits from Home Partners' acquisitions and leasing teams in Chicago, Illinois.

157. Tenants, including Plaintiffs, receive all pre-lease documents from Home Partners' leasing and acquisitions teams in Chicago, Illinois.

158. Under the Illinois Consumer Fraud and Deceptive Business Practices Act ("Illinois CFA"), "unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the use or employment of any practice described in Section 2 of the "Uniform Deceptive Trade Practices Act" [...] in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby." 815 ILCS 505/2.

159. An act or practice can be unfair, but not deceptive.

160. Defendants, through their agents, employees and/or subsidiaries, have repeatedly violated the Illinois CFA by knowingly, recklessly, or intentionally concealing, suppressing, misrepresenting, omitting, and/or failing to disclose material facts regarding Defendants' rental properties, rental practices, and practices as a landlord.

161. Defendants, through their agents, employees and/or subsidiaries, have repeatedly violated the Illinois CFA by knowingly or recklessly making false or

misleading statements of fact and other representations regarding the characteristics and benefits of their properties and property management services.

162. Defendants' misrepresentations and unfair practices begin with dissemination of misleading information on their websites and Anticipated Terms documents, which are directed to tenants and their real estate agents and are intended to induce prospective tenants to enter leases. These misrepresentations, as set forth in paragraphs 25-46 above, falsely assure prospective tenants that they will not be undertaking onerous obligations under the leases. Even if Defendants could legally shift the burden of maintenance and repair onto tenants through their leases—which as noted above, they have not done—these statements have the capacity to deceive. Tenants later learn that Defendants' leases and properties carry repair and maintenance obligations tenants did not intend to take on.

163. Defendants intended to induce Plaintiffs and the Class rely on their misrepresentations and omissions in promoting and renting Defendants' rental properties.

164. Thus, Defendants' conduct, practices, and actions described in this Complaint, with the intent that others rely thereon in connection with Defendants' rental practices, constitute multiple separate violations of the Illinois CFA.

165. Defendants' unfair or deceptive acts or practices had a tendency or capacity to mislead and create a false impression in consumers, and were likely to, and did in fact, deceive reasonable consumers, including Plaintiffs and the Class, about the true nature of Defendants' rental properties, rental practices, and landlord

practices, and the maintenance and repair obligations the tenants were required to assume under the leases.

166. Defendants' misrepresentations and omissions were material to Plaintiffs and the Class because they impact basic human needs: shelter, health and safety.

167. Had Plaintiffs and the Class known the truth and true value of Defendants' rental properties, they would not have rented a home through Defendants, or they would have paid significantly reduced rent.

168. Plaintiffs and the Class had no way of discerning Defendants' misrepresentations were false and misleading, and did not and could not have unraveled Defendants' deception on their own.

169. Defendants had an ongoing duty to consumers, including Plaintiffs and the Class, not only to refrain from their unfair and/or deceptive representations and practices, but Defendants also had a duty to disclose all material facts concerning the rental properties because they possessed exclusive knowledge of the condition of and defects within the properties and the rental services they would actually provide.

170. As a direct and proximate result of Defendants' violations of the Illinois CFA, Plaintiffs and the Class have suffered, and will continue to suffer injury, ascertainable losses of money and/or property, and monetary and non-monetary damages, including not receiving the benefit of their bargain.

171. Defendants' unlawful acts and practices affect the public interest because hundreds, if not thousands, of renters and prospective home buyers in Illinois

are targeted by Defendants' omissions and misstatements, and these omissions and misstatements have the potential to deceive thousands of consumers in the future. The prevention of such false and misleading information is in the public interest. Defendants are sophisticated real estate investors and property managers, and Plaintiffs and the Class have no power to bargain any terms of Defendants' contracts of adhesion.

172. Plaintiffs and the Class seek damages, an order enjoining Defendants' unfair or deceptive acts and practices, actual damages, reasonable attorney fees and any other just and proper relief available pursuant to 815 ILCS 505/10a.

COUNT III
VIOLATION OF UNIFORM DECEPTIVE TRADE PRACTICES ACT
815 ILCS 510/1, *et seq.*

173. Plaintiffs re-allege all prior paragraphs of this Complaint.

174. 815 ILCS 510/2 subdivision (a) states: A person engages in a deceptive trade practice when, in the course of business, vocation, or occupation, he: (2) causes likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services; (5) represents that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that the person does not have; (7) represents that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another; (12) engages in any other conduct which similarly creates a likelihood of confusion or of misunderstanding.

175. Defendants have repeatedly violated 815 ILCS 510/2 subdivision (a), by engaging in the deceptive and fraudulent conduct described in this Complaint with respect to the rental of residential properties. Those deceptive acts and practices include, but are not limited to:

- a. Representing to consumers that they do not negotiate rental rates or purchase prices while requiring consumers to sign leases stating that such amounts have been negotiated;
- b. Representing to consumers that they take the property “AS IS” and must make and pay for maintenance and repairs to Defendants’ rental homes, when in reality, the law requires that Defendants, not tenants, keep the homes in reasonable repair and in compliance with applicable health and safety laws;
- c. Representing to consumers that they must pay for Renters Insurance every month to cover the maintenance of rental homes when the law requires that they, not tenants, keep the homes in reasonable repair and in compliance with applicable health and safety laws;
- d. Representing that consumers must pay fees related to lease management and administration, such as the UBSF, HVAC filter fees, “legal services recovery” for an attorney to review a tenant’s file, as well as cumulative late fees.

176. Defendants' conduct, practices, and actions described in this Complaint constitute multiple separate violations of 815 ILCS 510/2.

**COUNT IV
VIOLATION OF THE ILLINOIS LANDLORD TENANT ACT
765 ILCS 742/5**

177. Plaintiffs re-allege all prior paragraphs of this Complaint.

178. Under 765 ILCS 742/5, "if a repair is required under a residential lease agreement or required under a law, administrative rule, or local ordinance or regulation, and the reasonable cost of the repair does not exceed the lesser of \$500 or one-half of the monthly rent, the tenant may notify the landlord in writing [...] of the tenant's intention to have the repair made at the landlord's expense."

179. If the landlord fails to make the repair within 14 days after tenant's notice, or more promptly as emergency conditions require, the tenant may have the repair made "in a workmanlike manner and in compliance with the appropriate law, administrative rule, or local ordinance or regulation." *Id.*

180. After submitting the paid bill to the landlord, the tenant may deduct from his or her rent the amount of the bill.

181. Defendants' leases are illegal because they prohibit Plaintiffs and the Class from withholding rent. Plaintiff Todd's lease states "[t]enant agrees that it shall not have the right to deduct, withhold or offset any portion of the Rent from any claim it may have against Landlord, in any action by Tenant" and Plaintiffs Sheard and Allen's lease states they "shall not have the right" to "set off or deduct the cost of any repairs against Rent due or otherwise withhold Rent."

182. Defendants' leases and leasing practices as described herein violate the Illinois LTA.

COUNT V
BREACH OF DUTY OF GOOD FAITH AND FAIR DEALING

183. Plaintiffs re-allege all prior paragraphs of this Complaint.

184. Every agreement between Plaintiffs and Defendants includes terms and conditions which are not formally expressed but are implied by law. These implied terms are as binding as the terms that are in the written agreement.

185. Defendants' residential leases contain a contractual duty of good faith and fair dealing that includes, but is not limited to, maintaining their rental properties in accordance with state law, including but not limited to refraining from the unfair, deceptive and misleading practices described herein.

186. Defendants control the performance of virtually every term of their contractual relationship with tenants, including, but not limited to:

- a. the type of insurance tenants must carry and what that insurance covers;
- b. the manner in which tenants pay utilities and their rent;
- c. the type, cost and delivery of mandatory HVAC filter replacements;
- d. whether Defendants or tenants are responsible for certain repairs;
- e. whether Defendants will agree to make requested repairs and maintenance;

- f. the length of time tenants must wait for maintenance and repairs to be completed (if at all);
- g. forcing tenants to be on-site at the rental property when maintenance and repairs are to occur;
- h. whether Defendants will accept rent payment through the resident portal; and
- i. deductions from tenants' security deposits upon termination of the lease.

187. Defendants' residential leases contain provisions that defer a decision regarding performance terms of the contract, leaving Defendants with the sole power to control the terms of performance after formation.

188. Defendants' obligation to abide by the duty of good faith and fair dealing is heightened by the imbalance of power between Plaintiffs and Defendants. This substantial imbalance allows Defendants to implement the business scheme described herein and incorporated by reference. Defendants maintain unilateral discretion under their written agreements, which they abuse in bad faith.

189. Defendants' actions and uniform course of conduct, including, but not limited to their unfair and deceptive practices, constructive refusal to make repairs and maintenance, and their unduly delay of repairs, breach their duty of good faith and fair dealing and unjustifiably hinder Plaintiffs' performance under the contracts.

190. Further, Defendants’ practices defy the reasonable expectations of Plaintiffs and the Class in entering into the landlord-tenant relationship, including, without limitation:

- a. Their reasonable expectations that the property is “professionally managed” with “excellent customer service” and “24/7 emergency maintenance service”;²³
- b. Their reasonable expectations that their landlord will make timely repairs and maintenance;
- c. Their reasonable expectations that they will not be responsible for paying out-of-pocket for maintenance and repairs to the landlord’s property; and
- d. Their reasonable expectations that they will be permitted to use Defendants’ rental portal and 800 numbers at all times for purposes of making a maintenance request, whether routine or emergency;
- e. Their reasonable expectations that they will be permitted to make, and for Defendants to accept, full or partial payments of rent amounts charged, whether such amounts are past due or current;

²³ <https://www.pathlightmgt.com/search> (last visited December 4, 2023).

191. Defendants have acted in bad faith by refusing to perform their contractual duties, effectively foisting the burden of maintaining their homes onto their tenants to generate more revenue and cut their own costs.

192. Plaintiffs have not impeded Defendants from performing their obligations under their lease agreements in any way.

193. As a direct and proximate cause of Defendants' breach of the implied duty of good faith and fair dealing, Plaintiffs and the Class have suffered injury and damages.

**COUNT VI
UNJUST ENRICHMENT**

194. Plaintiffs re-allege all prior paragraphs of this Complaint.

195. Plaintiffs and the Class conferred a benefit on the Defendants by, among other things, paying rent and for the costs of maintenance that Defendants should have paid.

196. Defendants voluntarily accepted and retained through today the benefits conferred by Plaintiffs and the Classes' payments for rent and the costs of maintenance. The circumstances are such that it would be inequitable for the Defendants to retain these payments.

197. Defendants consciously accepted the benefits that Plaintiffs and the Class conferred and those benefits were not conferred gratuitously.

**COUNT VII
RESCISSION**

198. Plaintiffs re-allege all prior paragraphs of this Complaint.

199. Defendants control virtually every aspect of Plaintiffs' lease agreements as set forth in the general allegations hereof at paragraphs 47-96.

200. Defendants' lease agreements illegally and unfairly advantage Defendants through their misleading statements and deceptive practices, as described in this Complaint, with the intent that others rely thereon in connection with the rental or sale of their residential properties. Those practices include Defendants' unlawful lease provisions that deceive and mislead consumers into believing they (a) cannot negotiate their monthly rental rates, while forcing them to sign agreements stating they in fact did, (b) must make repairs to their rental homes because they are rented in an "AS-IS" condition or because Defendants say the repair is "resident responsibility," and (c) must pay for renters' insurance or use Defendants' hand-picked "liability coverage" every month to cover the maintenance of and physical damage to Defendants' rental homes.

201. Defendants represent to consumers that they must pay for their renters' insurance every month to cover all maintenance of their rental homes when Illinois law requires they, not their tenants, maintain the premises in accordance with the warranty of habitability, illegally shifting the burden of maintaining Defendants' own properties onto their renters.

202. Defendants' form lease agreements are unconscionable contracts of adhesion, which are unenforceable as contrary to the public interest, policy and law.

203. Defendants' lease agreements deny consumers the legally cognizable warranty of habitability.

204. Plaintiffs and the Class have incurred out-of-pocket expenses for maintenance costs associated with their leases that should never have been their responsibility to pay as a direct result of the terms of the lease agreement.

205. As a direct and proximate result of Defendants' conduct, Defendants have received substantial benefits to which they have no entitlement, at Plaintiffs' and Class Members' expense, including maintenance costs, rent hikes, insurance premiums and other expenses.

206. Plaintiffs and the Class are entitled to compensation for all of the expenses they were illegally required by Defendants to bear, and that Defendants should have but did not pay.

**COUNT VIII
DECLARATORY RELIEF**

On Behalf of a Nationwide Class, or, Alternatively, an Illinois Subclass

207. Plaintiffs re-allege all prior paragraphs of this Complaint.

208. An actual controversy has arisen between Plaintiffs and the Class on one hand, and Defendants on the other hand, relating to the following matters:

209. Whether Defendants have unlawfully imposed maintenance, repair, and payment burdens and obligations on Plaintiffs under form contracts of adhesion.

210. Whether Defendants have unlawfully failed to maintain the homes rented by Plaintiffs and the Class.

211. What amounts Plaintiffs and the Class are entitled to receive in compensation.

212. Whether Defendants unlawfully require tenants to procure renters' insurance to cover damage not caused by tenants to Defendants' building and structures, or to force place them in the "liability coverage" of Defendants' choosing.

213. Whether the provisions of Defendants' form leases violate the warranty of habitability and illegally thrust the burden of repair onto to tenants.

214. Whether tenants can be forced to sign agreements stating they either negotiated the rental or purchase price of the home when in fact, no negotiations took place.

215. Plaintiffs and the Class further seek entry of declaratory judgment under 28 U.S.C. § 2201 in their favor which declares Defendants' practices as unlawful, and which provides for recovery of sums determined by this Court to be owed by Defendants to the Plaintiffs and Class.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully ask this Court to award judgment against Defendants as follows:

1. Declaring that Defendants' actions, as set forth above, constitute multiple, separate violations of the common law warranty of habitability; 815 ILCS 505/2; 815 ICLS 510/2; and; declaring that Defendants' form lease agreements are void;

2. Enjoining Defendants and their employees, officers, directors, agents, successors, assignees, affiliates, merged or acquired predecessors, parents or controlling entities, subsidiaries, and all other persons acting in concert or

participation with them, from engaging in deceptive practices and making false or misleading statements in violation of 815 ILCS 505/2, 815 ICLS 510/2;

3. Enjoining Defendants and their employees, officers, directors, agents, successors, assignees, affiliates, merged or acquired predecessors, parents or controlling entities, subsidiaries, and all other persons acting in concert or participation with them, from breaching the common law warranty of habitability;

4. Awarding judgment against Defendants for restitution and disgorgement under the general equitable powers of this Court and any other authority for all persons injured by Defendants' acts as described in this Complaint;

5. Awarding Plaintiffs their costs and reasonable attorneys' fees, as provided by applicable law or equity, and as the Court deems just and proper.

6. Awarding prejudgment interest; and

7. Granting such further relief as provided by law or equity, or as the Court deems appropriate and just.

**MILBERG COLEMAN BRYSON
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Date: December 22, 2023

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*(to seek admission, in general, or *pro hac vice*)

ATTORNEYS FOR PLAINTIFFS

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Donna Sheard, Richard Allen, and Gabrielle Todd, each individually and on behalf of all others similarly situated.

(b) County of Residence of First Listed Plaintiff Madison (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Gary Klinger, Milberg Coleman Bryson Phillips Grossman 227 W. Monroe St., Suite 2100, Chicago IL, 60606,

DEFENDANTS

Home Partners Holdings LLC, OPVHHJV LLC, d/b/a Pathlight Property Management. and HPA US1 LLC

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, PERSONAL INJURY, PRISONER PETITIONS, LABOR, IMMIGRATION, FORFEITURE/PENALTY, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like 110 Insurance, 210 Land Condemnation, 310 Airplane, 422 Appeal, etc.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1332(d). Brief description of cause: Defendants' conduct, practices, and actions described in this Complaint . . . constitute multiple separate violations of the Illinois CFA.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 5000000 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD

12-22-2023 s/ Gary M. Klinger

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

EXHIBIT A

DocuSign Envelope ID: 52C18B7B-96BF-486D-857F-6F95D34863DA

RESIDENTIAL LEASE AGREEMENT

KEY PROVISIONS SUMMARY

*THIS IS A SUMMARY OF SOME OF THE BASIC LEASE TERMS OF THE RESIDENTIAL LEASE AGREEMENT TO WHICH IT IS ATTACHED (“**Key Provisions Summary**”). IT IS NOT A SUBSTITUTE FOR THE ACTUAL LEASE PROVISIONS, WHICH WILL CONTROL IF THERE ARE ANY CONFLICTS.*

I. LEASE DETAILS:

a. Address of Premises:	5208 Fox Cove, Edwardsville, IL 62025
b. Owner:	SFR Borrower 2022-1 LLC, a Delaware Limited Liability Company
c. Owner Notice Address:	SFR Borrower 2022-1 LLC, c/o Pathlight Property Management 6500 International Parkway, Suite 1100 Plano, Texas 75093
d. Property Manager:	Pathlight Property Management
e. Property Manager Notice Address and Telephone Number:	Pathlight Property Management 6500 International Parkway, Suite 1100 Plano, Texas 75093 (800) 527-5030 Emergency Contact Telephone:
f. Address for Payment of Rent and Telephone Number:	PO Box 7410630 Chicago, IL 60674 (800) 527-5030 See also the Portal in Additional Lease Definitions
g. Resident Names:	Donna Sheard RICHARD STEVEN ALLEN Christopher Joseph Ahrens
h. Occupant Names (other than Resident):	
i. Resident Notice Recipient:	Donna Sheard

Resident: Donna Sheard, RICHARD STEVEN ALLEN, Christopher Joseph Ahrens

Premises: 5208 Fox Cove, Edwardsville, IL 62025
NRTP LEASE-2022



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RESIDENTIAL LEASE AGREEMENT

KEY PROVISIONS SUMMARY

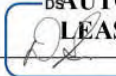
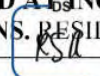

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j. Resident Notice Recipient Address:	5208 Fox Cove, Edwardsville, IL 62025 Email Address: dsmith4359@aol.com With a courtesy copy to:
k. Use of Premises:	Residential Only
l. Service of Process Address or in-State notice address:	See State Addendum, if applicable; otherwise, not applicable

II. TERM OF LEASE:

a. Commencement Date:	01/12/2023 (See also Section 9 of Lease)
b. Expiration Date:	01/11/2024 (See also Section 4 of Lease)

PLEASE NOTE THAT NOTWITHSTANDING THE EXPIRATION DATE SET FORTH IN PARAGRAPH II.b, RESIDENT MUST GIVE OWNER A NOTICE OF NON-RENEWAL IN ORDER TO TERMINATE THE LEASE AT THE END OF THE THEN-SCHEDULED TERM. IF RESIDENT DOES NOT GIVE OWNER A PROPER AND TIMELY NOTICE OF NON-RENEWAL, THE TERM OF THE LEASE SHALL AUTOMATICALLY BE EXTENDED AT INCREASED MONTHLY BASE RENT. SEE SECTION 5 OF THE LEASE, AMONG OTHER SECTIONS. RESIDENT TO INITIAL:

 _____ _____	 _____ _____	 _____ _____
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III. SPECIFIC DETAILS OF THE PREMISES: (check all that apply – see also Owner’s Rules and Regulations)

Detail:	Applicable as of Effective Date if box is checked
a. Premises is located within an HOA:	<input checked="" type="checkbox"/>
b. Pool/Spa Facilities are located at Premises:	<input type="checkbox"/>
c. Premises is served by Septic System:	<input type="checkbox"/>
d. Third-Party Landscape Service IS required (together with payment of Landscape Service Fee):	<input type="checkbox"/>

Resident: Donna Sheard, RICHARD STEVEN ALLEN, Christopher Joseph Ahrens

Premises: 5208 Fox Cove, Edwardsville, IL 62025
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RESIDENTIAL LEASE AGREEMENT

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IV. HOA INFORMATION:

If listed below or the box in Paragraph III.a above is checked, the Premises is located within a community with one or more homeowners associations (individually and collectively, “HOA”). Each Resident, Occupant, and their respective guests and invitees are required to comply with the terms of any covenants, conditions and restrictions (“CC&Rs”) and any other rules and regulations of such HOA (collectively with the CC&Rs, as they now exist or may hereafter be adopted, modified or amended by any HOA, the “HOA Rules”).

Name and contact information of HOA, if any:	Fox Creek Estates Homeowners Association PO Box 131,Edwardsville,IL 62025
--	--

V. RENT AND LATE CHARGES:

a. Monthly Base Rent:	\$2,480.00 per calendar month during the Term, subject to increase in accordance with the terms of the Lease:
b. Additional Rent:	See Subsection 2.B of the Lease
c. Pet Rent:	See VIII.c below
d. Pool/Spa Facility Rent:	(subject to Pool/Spa Addendum), if applicable
e. Rent Due Date:	1st day of each month
f. Returned Payment Fee:	\$25.00 for each Returned Payment
g. Late Payment Fee:	If \$1,000.00 or more of Monthly Base Rent is unpaid as of the fifth day after the Rent Due Date, Resident shall owe and pay a late payment fee of (a) \$10.00 for the first \$1,000.00 and (b) 5.00% of owed amount in excess of \$1,000.00
h. Privilege/Use Tax, as applicable:	See IX.b below and Subsection 2.I of the Lease

VI. FEES:

a. Compliance Administrative Fee:	\$25.00 per occurrence
b. Compliance Charge:	\$100
c. HVAC Air Filter Program Fee:	\$15 per month
d. Key Administrative Fee:	\$30 per occurrence
e. Key Fee:	The amounts specified for the applicable “Key Fee” in the Additional Lease Definitions
f. Landscape Service Fee:	Actual cost per month
g. No-Show Fee(Leasing):	\$75.00 (or such higher amount as may be charged for no-shows by the service provider)
h. Notice Retraction Fee:	\$50.00 per occurrence
i. RLWP Fee:	\$13.00 per month, if applicable (see Required Insurance Addendum)

Resident: Donna Sheard, RICHARD STEVEN ALLEN, Christopher Joseph Ahrens

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j. Service Call Administrative Fee:	\$25.00 per occurrence
k. Service Call Charge:	greater of \$75 or all related actual costs and expenses incurred for the applicable service call
l. Trip Fee (Missed Service Call):	\$75.00 per occurrence
m. Utility Billing Service Fee:	\$9.95 per month (not prorated for partial months)
n. Utility One-Time Fee:	\$30.00
o. Utility Failure to Transfer Service Fee:	\$50.00 per month (not prorated for partial months)
p. [Other]:	

VII. DEPOSITS:

a. Security Deposit:	\$2,480.00
b. Pet Deposit (if applicable):	See VIII.d

VIII. PETS: (see also Pet Addendum)

a. Number of Pets as of Commencement Date:	0 pets
b. Pet Fee (if applicable):	\$0.00 per Pet
c. Pet Rent (if applicable):	\$0.00 per 0 pets
d. Pet Deposit (if applicable):	

IX. MOVE-IN PAYMENT AMOUNT: The following amounts shall be due on before the time periods contained in Subsection 3.A of the Lease and have been calculated based upon Commencement Date of 01/12/2023

a. Pro-Rated Rent:	\$1,600.00
b. Monthly Base Rent	
c. Privilege/Use Tax:	
d. Pet Rent:	\$0.00
e. Pet Deposit:	
f. Pet Fee:	\$0.00
g. Landscape Service Fee:	Actual cost
h. Utility One-Time Fee:	\$30.00
i. Other	
TOTAL:	\$1,630.00

[RESIDENTIAL LEASE AGREEMENT ON FOLLOWING PAGES]

Resident: Donna Sheard, RICHARD STEVEN ALLEN, Christopher Joseph Ahrens

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RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement is made and entered into effective as of the Effective Date by and among the Resident(s) identified on the signature page hereof (individually, or if more than one person is named, collectively, "Resident") and the Owner identified on the signature page hereof ("Owner"). Owner desires to lease the Premises to Resident and Resident desires to lease the Premises from Owner, upon the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations stated herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree that the recitals set forth above are incorporated into this Lease as though fully set forth below, Owner and Resident agree as follows:

1. **LEASE.** Owner and Resident agree that Resident will lease the Premises from Owner pursuant to the terms and conditions contained in this Residential Lease Agreement together with, without limitation: the Key Provisions Summary, the State Addendum, Owner's Rules and Regulations and all other addenda and attachments attached hereto or otherwise incorporated by reference herein (collectively, the "Lease"). Capitalized terms used in this Lease shall have the meaning ascribed thereto in this Lease, the Key Provisions Summary, the Additional Lease Definitions, Owner's Rules and Regulations and all addenda and attachments to this Lease ("Lease Definitions"). References in the body of this Lease to a portion of the Key Provisions Summary shall be deemed and construed to incorporate all of the terms provided under each such referenced portion of the Key Provisions Summary. References in the Key Provisions Summary to a portion of the body of this Lease shall be deemed and construed to incorporate all of the terms provided under each such referenced portion of the body of this Lease. Notwithstanding the foregoing, any inconsistency between the Key Provisions Summary and another portion of this Lease shall be resolved in accordance with Subsection 31.Q below.

2. **RENT; FEES; LATE CHARGES.** Resident agrees to pay Owner all Rent, in advance, and without demand, on or before 11:59 p.m. on the Rent Due Date during the Term.

A. **Monthly Base Rent.** The Monthly Base Rent shall be due and payable by Resident to Owner in advance on each Rent Due Date for the entire Term of this Lease; provided, however, if the Commencement Date occurs on or after the 25th day of a calendar month, then the Monthly Base Rent payable for the first full calendar month of the Term shall be due and payable no later than 72 hours prior to the scheduled Commencement Date. Monthly Base Rent shall be subject to increase in accordance with this Lease.

B. **Additional Rent.** In addition to Monthly Base Rent that is due, Resident shall pay Owner all Additional Rent that is due at the same time as the Monthly Base Rent (for example, any Additional Rent charge shall be due and payable on the next Rent Due Date unless a different date is specified). Unless a different time for payment is indicated in the Lease, Additional Rent shall be due and payable with the next Monthly Rent Payment. "Additional Rent" means:

- (i) all expenses that Owner may incur or suffer by reason of any default of Resident of any terms of this Lease including, without limitation, any and all costs associated with re-letting the Premises, the cost of repairing any damage caused by the Resident or any Occupants or their invitees;
- (ii) reasonable attorneys' fees, costs and expenses incurred in connection with collections or enforcement of Owner's Rights and Remedies (to the extent permitted by Applicable Law);
- (iii) all charges permitted by this Lease and Applicable Laws, including without limitation all charges identified as Fees in this Lease and all repair, maintenance and other costs for which Resident is responsible under this Lease;
- (iv) any and all amounts paid on behalf of Resident by Owner pursuant to this Lease, including without limitation any insurance coverage, utilities and services;
- (v) any charges, fees or fines imposed by the HOA (excluding HOA Monthly Dues) resulting from violations of HOA Rules or separate amenities requested by Resident (e.g., swimming pool or

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health club access, if applicable) or resulting from any Periodic Tenancy or holdover of the Premises, together with municipal violation charges and associated administrative fees as set forth in Section 6;

- (vi) Compliance Charges and Compliance Administrative Fees; and
- (vii) any and all other sums (exclusive of Monthly Base Rent and Pro-Rated Rent) that are required to be paid to Owner by Resident hereunder or which sums are deemed to be Additional Rent under this Lease.

C. **Rent Payment Terms.** Resident shall pay all Rent to Owner (i) online using the Portal or website or pursuant to an online rent payment system designated by Owner or (ii) by personal check, cashier's check, money order, or electronic funds transfer at the Address for Payment of Rent (or such other address as Owner may designate in writing), provided that such payment shall be subject to the Owner's Rules and Regulations which contain further detail regarding such payments. Owner reserves the right to charge the Resident convenience fees or surcharges, subject to Applicable Laws. If Owner is required or agrees to accept Rent from a third party, acceptance of such Rent shall not create a tenancy between the Owner and such third party.

D. **Partial Month Pro-Rated Rent Payments.** If the Commencement Date is not the first day of a calendar month or the Expiration Date is not the last day of a calendar month, then the Monthly Base Rent for such month shall be prorated based upon the actual number of days in such calendar month. For example, if the Commencement Date is the first day of a calendar month, then the Pro-Rated Rent shall be equal to the full amount of the Monthly Base Rent; however, if the Commencement Date is not the first day of a calendar month, then the Pro-Rated Rent shall equal the Monthly Base Rent due for such month multiplied by a fraction, the numerator of which is the number of days from and including the Commencement Date through and including the last day of such month and the denominator of which is the number of days in such calendar month (for example, if Monthly Base Rent equals \$1,000 and the Commencement Date is April 5, then the Pro-Rated Rent shall be equal to \$877.67 [i.e., \$1,000 x 26/30]). For purposes hereof, prorated amounts of all other monthly payment amounts (e.g., Pet Rent and Pool/Spa Facility Rent) shall be calculated in the same manner as Monthly Base Rent and paid simultaneously with the Pro-Rated Rent (unless otherwise provided). See Subsection 2.A if the Commencement Date occurs on or after the 25th of a calendar month.

E. **Partial Rent.** Subject to Applicable Laws, (i) Owner has sole and absolute discretion to reject Rent or reject any partial payment of Rent, when Resident is in default under this Lease or when payment does not comply with this Lease or Owner's Rules and Regulations, (ii) all amounts received by Owner shall be applied first to the oldest outstanding monetary obligations of the Resident, regardless of any other designation of how the payment should be applied, (iii) all payments made by Resident, if less than the full amount due, shall be deemed solely as a partial payment of that Rent, and in no event shall Owner's acceptance of a partial payment be deemed an accord and satisfaction or any forfeiture of Owner's right to collect any Rent balance due, despite any statement, endorsement or other writing on Resident's check or otherwise, and (iv) Owner shall have the right, but shall not be required, to accept any partial payment, including any conditional endorsement, without prejudice to any rights Owner has to recover any amounts still due and owing, or to any of Owner's Rights and Remedies.

F. **Late Payment Fee.** Resident hereby acknowledges that the late payment by Resident to Owner of Rent and other sums due pursuant to this Lease will cause uncertain damages and actual expenses to be incurred by Owner, the amount of which may not be susceptible to precise calculation but include, without limitation, Owner's costs related to any debt that secures the Premises, communicating with Resident regarding the late payment, loss of use of funds and increased accounting and administrative expenses resulting from the late payment of Rent. Therefore, in the event Rent is delinquent, Resident agrees to pay Owner the Late Payment Fee, which shall be immediately due and payable and considered Additional Rent. Owner's acceptance of a Late Payment Fee does not waive any of Owner's Rights and Remedies.

G. **Fees.** Resident agrees that each of the Late Payment Fee, the Returned Payment Fee, the Compliance Administrative Fee, the Key Administrative Fee, the No-Show Fee (Leasing), the RLWP Fee, the Trip Fee (Missed Service Call), the Service Call Administrative Fee, the Utility Billing Service Fee, the Utility One-Time Fee and the Utility Failure to Transfer Service Fee is each a fair and reasonable

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from the Premises no later than one (1) hour after sundown on the Expiration Date, it being understood and agreed that if Resident remains in possession of the Premises beyond the last day of the scheduled Term including any Periodic Tenancy (including failure to comply with such specified move out timing), then Resident shall be considered to be a so-called "holdover tenant" and the terms of Section 8 shall apply.

6. **HOMEOWNERS ASSOCIATION; APPROVAL.** If the Premises is part of an HOA and if this Lease and/or each Resident and Occupant must be approved by such HOA under the applicable HOA Rules, then this Lease is expressly contingent upon receiving all such approvals from the HOA and may be terminated by Owner if such approval has not been received prior to the scheduled Commencement Date. If HOA approval is required, then Owner shall coordinate the application and approval process between the HOA and Resident; however, Resident agrees to promptly apply for such HOA approval and to comply with all requirements for obtaining such approval as requested and/or directed by Owner or the HOA. If any required HOA approval is not obtained prior to the scheduled Commencement Date (as same may be extended pursuant to Section 9), then Owner and Resident shall each have the right, upon written notice to the other, to terminate this Lease without penalty, in which event Owner shall refund any Security Deposit and prepaid Rent previously paid by Resident under this Lease.

A. **HOA Rules.** This Lease is expressly subject to all HOA Rules as they now exist or may hereafter be adopted, modified or amended by any HOA. Resident acknowledges and understands that:

- (i) Owner does not control or have any right to control any decision of or action performed by or at the direction of the HOA or any changes to the HOA Rules;
- (ii) Resident has been provided with a copy of and has familiarized itself with the HOA Rules prior to execution of this Lease and understands that the HOA Rules may be modified at any time in accordance with the terms thereof and Applicable Law;
- (iii) the management company hired by the HOA to manage the HOA and enforce the HOA Rules may change from time to time, the HOA may become self-managed or vice versa;
- (iv) Resident shall have no recourse against Owner's Agents in the event of any HOA Rule changes or the enforcement (or non-enforcement) thereof (whether related to the term of this Lease, amenities provided or otherwise);
- (v) Resident waives all rights and remedies at law or in equity against all Owner's Agents resulting from any enforcement, non-enforcement, discriminatory application and/or modification of an HOA Rule and any other Claims against the HOA (including one which results in the termination of this Lease); and
- (vi) Resident waives the right to sue the HOA directly (unless approved in writing and joined by Owner), it being understood and agreed that Resident hereby assigns to Owner any rights it may have against the HOA.

B. **HOA Rule Change - Residency.** In the event the HOA should amend or modify any applicable HOA Rules or otherwise not provide any required approval resulting in (i) the restriction or prohibition of Owner's right to lease the Premises to Resident beyond the then-scheduled Expiration Date, (ii) requiring an approval of the Resident or Occupant prior to an extension of this Lease beyond the date set forth in a previous HOA approval or (iii) requiring Owner to terminate this Lease prior to the scheduled Expiration Date of this Lease, then Owner shall have the right to terminate the Term of this Lease upon written notice to Resident. Upon the giving of such termination notice by Owner:

- (i) the Term of this Lease shall terminate and expire effective thirty (30) days after giving notice by Owner (or such earlier date as may be required by the HOA or such later date as may be permitted by the HOA, but not later than the scheduled Expiration Date) and such date shall become the scheduled Expiration Date under this Lease;
- (ii) Resident shall have no right to renew the Term beyond the then-applicable Expiration Date; and
- (iii) Resident shall have no recourse against any Owner's Agents and waives all other rights and remedies at law or in equity on account of any such early termination of the Term including any Claim against Owner's Agents.

Resident: Donna Sheard, RICHARD STEVEN ALLEN, Christopher Joseph Ahrens

Premises: 5208 Fox Cove, Edwardsville, IL 62025
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B. Alterations and Improvements. Resident shall not make or permit any alterations, additions or improvements to any part of the Premises including but not limited to painting, wall papering, applying stains, changing of locks, and installation of appliances, nor remove any part of the Premises or improvements thereon or property therefrom (including landscaping) without the prior written consent of Owner, which consent may be withheld in Owner's sole and absolute discretion. In no event shall any such work or equipment penetrate the roof of the Premises nor do anything which could void any warranties on any portion of the Premises. All alterations and improvements, if any, approved by Owner must comply with any directives of Owner, Owner's Rules and Regulations and any HOA Rules and any required HOA approval must be obtained (at Resident's cost) prior to commencement thereof. Any alterations or improvements made to the Premises, even if made by Resident, will become the property of Owner and unless otherwise agreed in writing will remain upon termination of this Lease. Resident shall not create or permit to be created any mechanic, contractor, materialman or other liens, judgements or security interests against the Premises or Resident's interest therein. Owner shall have the right to repair and restore the Premises to the condition existing on the Commencement Date (including as a result of any alterations or improvements made by or on behalf of Resident to the Premises, whether approved or unapproved by Owner) and all costs and expenses of such repair and restoration shall be borne by Resident, including all attorneys' fees and costs incurred to remove any such liens, judgements or security interests from the Premises, all of which shall be considered Additional Rent.

C. Cleaning Prior To Move-Out. Resident shall surrender the Premises to Owner on the last day of the Term as clean, Wear and Tear excepted. Resident must follow this Lease, Owner's Rules and Regulations and any move-out cleaning instructions if they have been provided. If Resident does not clean adequately, as determined in the reasonable discretion of Owner, Resident will be liable, subject to Applicable Laws, for reasonable cleaning and repair charges. In accordance with and subject to the limitations of Applicable Law, Resident may have the right to be present at Owner's move-out inspection of the Premises.

D. Timing for Move-In/Move-Out. Resident agrees that it shall not be allowed to move into the Premises prior to 8 a.m. local time (where the Premises is located) and that it shall complete its move out from the Premises no later than one (1) hour after sundown on the Expiration Date, it being understood and agreed that if Resident remains in possession of the Premises beyond the last day of the scheduled Term (including failure to comply with such specified move out timing), then Resident shall be considered to be a so-called "holdover tenant" and the terms of Section 8 shall apply.

12. **OWNER'S MAINTENANCE AND REPAIR OBLIGATIONS.** Except as otherwise set forth in this Lease or as required by Applicable Law:

- A. Owner Obligations.** Owner shall use reasonable efforts to maintain and repair, at its expense
- (i) the foundation, roof, exterior walls, windows, exterior doors, driveways, structural members and major mechanical systems, including the hot water heater, electrical and plumbing systems (excluding clogs caused by Resident or its guests) and sump pump, if any, at the Premises, in functional and/or habitable condition (excluding, however, any shed or other "outbuilding" used for storage but not living which, if provided, are for the convenience of the Resident; however, if it breaks or otherwise ceases to be safe or useable, Owner will not be obligated to repair or replace same); and
 - (ii) any other items which Applicable Laws require to be maintained by Owner;

provided, however that Resident shall be solely responsible for the cost of such maintenance, repair or replacement required for the foregoing as a result of any action or inaction by any Resident, Occupant or their guests and as otherwise provided in Owner's Rules and Regulations.

B. Waiver of Rights. Nothing contained in this Lease, any Addenda or attachments hereto, shall constitute, or be construed as, Resident's agreement to waive or forego any non-waivable rights or remedies provided under Applicable Law, including, but not limited to the release of Owner of any non-waivable statutory or other legal obligation on the part of Owner to the extent provided under Applicable Law (including but not limited to any obligation on the part of Owner to put or keep the Premises in a fit or habitable condition, maintain the Premises, and otherwise comply with minimum housing codes materially affecting health and safety during Resident's tenancy, in each case to the extent required by Applicable Law), and any such waivers and releases shall be of no force or effect.

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C. **Resident Neglect.** Notwithstanding anything herein to the contrary, Resident shall at all times be liable for all damages and injury related to the Premises resulting from misuse, waste, or neglect to the Premises or anything located thereon or therein by any Resident, Occupant or their guests. Owner may, at Owner's discretion, hire contractors or other third parties to perform maintenance or repairs at the Premises; however, no such contractor shall be considered an employee of Owner. Resident shall promptly notify Owner if any contractor fails to adequately perform the maintenance or repair which such contractor was scheduled to perform. Resident's notification to a contractor of any further maintenance or repair request beyond that communicated to Owner does not constitute sufficient notice to Owner, and Resident agrees to make all maintenance and repair requests directly to Owner in writing.

D. **Appliances.** Owner shall not be required to repaint, re-carpet, or re-finish the floors of the Premises either prior to or during the Term nor to repair conditions caused by any Resident, Occupant, or their guests. Any appliances at the Premises are provided for the Resident's convenience and, subject to Applicable Laws, Owner does not warrant the fitness or uninterrupted use or enjoyment of such appliances and Owner shall not be liable for any damages caused by such appliances' failure nor for their repair or replacement; provided, however, Owner shall exercise reasonable efforts to maintain the following appliances in working order throughout the Term, unless any failure is caused by any Resident, Occupant or their guests, to the extent such appliances were provided by Owner as of the Commencement Date: refrigerator, dishwasher, oven and stove. Any interruption of Resident's use and enjoyment of appliances shall not constitute "constructive eviction" nor shall it form the basis for any defense, set-off or counter-claim by Resident. Resident shall be responsible for the maintenance, repair, and replacement of all appliances owned by Resident and for all damage caused by them, including the cost of removal if Resident fails to remove any such appliances before the last day of the Term.

13. **MALFUNCTIONS; REPAIRS; NOTICE.** In case of emergencies such as fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, water leaks, electrical shorts, crime in progress, or other emergency situation, everyone should **safely evacuate and dial emergency services** as appropriate. After safely evacuating and dialing emergency services, Resident must notify Owner of the emergency as soon as possible, through the Portal or by telephone to Owner's maintenance telephone line, in addition to the formal notice requirement pursuant to the Notice provision. For the most timely response, all notices and requests (e.g., for repairs, installations, services or security related matters) from Resident should be made through the Portal. Owner's written notes or responses to Resident's oral requests do not constitute a written request from Resident and do not waive the strict requirement for written notices under this Lease. Resident must immediately notify Owner of any conditions that pose a hazard to the Premises or personal property, or which pose a health or safety concern, including but not limited to, electrical problems, malfunctioning lights, broken or missing locks or latches, or missing/malfunctioning smoke, carbon monoxide, radon or other detectors. Air conditioning problems are not emergencies; however, if air conditioning or other equipment malfunctions, Resident must notify Owner as soon as possible. Owner shall have the right to change or install utility lines or equipment serving the Premises if the work is done without unreasonably and substantially increasing Resident's utility costs and subject to Applicable Laws. Owner may turn off equipment and interrupt utilities and services as needed to avoid property damage or to perform work upon notice to Resident (which shall be at least 24 hours in advance or such other period of time as may be required by Applicable Law) unless Resident agrees to a shorter notice period or in the event of an emergency, in which case no notice shall be required. If any utility or service malfunctions or is damaged by fire, water or other cause, Resident must notify Owner immediately. Owner will act with reasonable diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received. Rent will not abate in whole or in part except as expressly set forth in this Lease or as otherwise required by Applicable Laws.

14. **OWNER'S RIGHT OF ENTRY AND ACCESS.** Subject to Applicable Laws, Owner's Agents shall have the right, but not the obligation, to enter the interior and exterior of the Premises at all reasonable times with reasonable notice in order to inspect, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, test smoke and other detectors, or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workmen or contractors, or enforce the provisions of the Lease. Notice shall be at least 24 hours in advance (or such other period of time as may be required by Applicable Law) of the intended entry unless (a) Resident agrees to a shorter notice period or in the event of an emergency, in which case no notice shall be required or (b) if Resident notifies Owner of a service request or a request for maintenance of the Premises, such notice from Resident to be deemed to constitute permission from Resident for Owner's Agents to enter the Premises for the sole purpose of acting on the service or maintenance request. Resident shall not unreasonably withhold any

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if Resident defaults under this Lease. Owner exercising one remedy will not constitute an election or waiver of any other of Owner's Rights and Remedies.

H. No Third-Party Beneficiaries. The Lease does not create any rights, claims, or benefits inuring to any person or entity that is not a Party to the Lease, nor does it create any third-party beneficiary to the Lease. Neither Resident nor any Occupant shall be a third-party beneficiary of any agreements entered into or contemplated by Owner regarding the Premises.

I. Non-Terrorist Certification. Each person or entity constituting Resident, by executing the Lease, certifies that Resident has not been and will not be designated or named as a terrorist, a "Specially Designated National and Blocked Person," or any other banned or blocked individual or entity pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control or on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website. Any violation of this Subsection I shall constitute a default under the Lease. Resident shall defend, indemnify, and hold harmless Owner's Agents, from and against any and all Claims, damages, losses, risks, liabilities, and expenses, including reasonable attorneys' fees and costs, arising from or related to any breach of the foregoing certification.

J. No Discrimination. It is the policy and intent of Owner to do business in accordance with State and Federal Fair Housing Laws. It is illegal to discriminate against any person in the provision of services or in any other manner on the basis of race, color, religion, sex, gender, gender identity, national origin, familial status nor disability/handicap, nor on the basis of any class protected by Applicable Law.

K. Disclosure Rights. If a third party requests information on Resident pursuant to any lawful order or subpoena, Owner shall have the right to provide the requested information requested without notice to or claim from Resident. Owner shall also have the right, but not the obligation, to report or cause to be reported, payment information, including both positive and negative payment history, and any Overdue Payment Amount to credit agencies, and to provide any screening information required by any HOA.

L. Privacy Policy and Privacy Statement. Property Manager (i) collects and uses Personal Information from Resident and Occupants in accordance with the Privacy Policy and Applicable Laws and (ii) will share the information with Owner, which will use the information in accordance with the Privacy Policy, and Home Partners, which will use the information in accordance with its privacy policy available at <https://www.homepartners.com/privacy-policy>. By executing this Lease and subject to Applicable Laws, each Resident and Occupant expressly (a) affirms his/her consent to the Privacy Policy and to the collection and use by Property Manager, Owner and Home Partners of his/her Personal Information (whether collected via use of the Site, provided offline or otherwise obtained), (b) authorizes Property Manager, Owner and Home Partners to use and disclose Personal Information, for purposes as disclosed in the Privacy Policy, which includes but is not limited to the following: (1) to communicate with Resident and/or Occupant, including through all contact information provided by Resident and/or Occupant; (2) to process and verify information contained in Resident's lease application, to perform background and credit checks, and to enforce the Lease and other Resident and Occupant obligations; (3) for promotional or marketing purposes or similar business purposes; (4) to share with credit reporting agencies, Owner's Agents, affiliates, or third parties in connection with providing services and fulfilling the responsibilities of this Lease, and for collection of money owed to Owner; (5) as required or permitted in the event of a criminal investigation, suspected illegal activity, or as requested by government or regulatory authorities; and (6) in connection with an acquisition, financing, merger, restructuring, sale, or other transfer involving the Premises, this Lease, or all or any portion of Owner's or Owner's Agents' business. For additional information regarding Resident's and Occupant's rights and choices, please review the Privacy Policy. Owner will provide Resident with notice of any material updates to the Privacy Policy by posting notice in the Portal and will provide additional notice, such as through Resident's provided contact information, in its discretion or as required by Applicable Law.

M. Representations In Application For Lease. This Lease is entered and agreed to by Owner in reliance upon the information provided in Resident's application for Lease, which information is re-affirmed as being true and correct in all respects and is made a part of this Lease by this reference. As such, all statements and representations made, and information contained in Resident's lease application, shall be considered material representations in this Lease. Any omissions or misrepresentations therein shall be considered a default of the Lease by Resident and Owner may elect to pursue any of Owner's Rights and Remedies. Resident

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STATE ADDENDUM TO
RESIDENTIAL LEASE AGREEMENT

ILLINOIS

This State Addendum to Residential Lease Agreement (“State Addendum”) is attached to and made a part of that certain Residential Lease Agreement by and between the undersigned Resident and Owner with an Effective Date of 1/9/2023 (“Lease”) and is incorporated therein by this reference. Capitalized terms used in this State Addendum which are not otherwise defined herein shall have the meanings ascribed thereto in the Lease. Any conflict between the provisions of this State Addendum and any provisions of the Lease, including the “Key Provisions Summary” shall be resolved in accordance with Subsection 31.Q of the Lease. This State Addendum shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Owner and Resident, as a condition precedent to and as consideration for the execution of the Lease, agree as follows:

1. **Illinois Acts, Local Ordinances and Illinois Executive Orders.** To the extent applicable, the Lease is governed by the Illinois Forcible Entry and Detainer Act, 735 ILCS § 5/9-101, et. seq. (the “Eviction Act”), the Illinois Security Deposit Return Act, 765 ILCS § 710/0.01, et seq., the Cook County Residential Tenant and Landlord Ordinance (the “Ordinance”) and Executive Orders (“Executive Orders”) as issued from time to time by the Governor of Illinois.
2. **Defined Terms.** The following terms contained in the Lease shall have the following meaning ascribed thereto:
 - a. “Owner’s Negligence” shall mean gross negligence on the part of Owner.
 - b. “Wear and Tear” shall mean normal wear and tear.
3. **Late Charges and Late Payment Fees.** The Parties agree that any late fees and late charges contained in the Lease (including the Late Payment Fee) are not a penalty but instead represent compensation for the additional costs incurred by the Owner due to any late payments. The parties agree that the actual costs incurred by the Owner due to late payment are impracticable or extremely difficult to ascertain and the late charges are reasonable estimates of the actual additional costs created by the Resident’s late payment of Rent. For purposes of the Late Payment Fee, all payments of Rent due from Resident shall be deemed to have been paid late if not paid within five (5) days from the date when due.
4. **Attorneys’ Fees.** To the extent permitted by Applicable Laws, including court rules, statutes or the Ordinance, if at any time after the Effective Date, either Owner or Resident institutes any action or proceeding against the other relating to the provisions of the Lease or any other document entered into among the parties hereto pertaining to the Premises, or any default under any of them or the Premises (whether founded in tort, contract, equity or to secure a declaration of rights thereunder), the party not prevailing in the action or proceeding or appeal therefrom will reimburse the prevailing party for its reasonable attorneys’ fees (not to exceed the sum of \$2,000.00 in the aggregate for any specific action or case which amount shall be inclusive of (a) fees incurred at trial or arbitration, any appeal therefrom, or in connection with any bankruptcy proceedings and (b) all costs and expenses incurred in connection with such action, proceeding, appeal or in collection of any judgment including expert fees, any post-judgment fees and costs). Such fees and costs may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision. The term “prevailing party” shall include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense. No action shall be entertained by any court of competent jurisdiction if filed more than one (1) year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise calculable as of said time. Any other matters may only be advanced by a separate suit instituted by Resident.
5. **Waiver of Jury Trial.** EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, EACH PARTY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THE LEASE, and agrees that a trial of any lawsuit related to the Lease shall be to a judge and not a jury.
6. **Asbestos.** If the Premises was constructed before 1981, it may contain asbestos-containing materials. If checked, Owner has provided Resident with an Asbestos Addendum disclosing any information known by Owner regarding the location and condition of asbestos actually known to exist in the Premises. Resident may not disturb in any manner any areas noted in any Asbestos Addendum.

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6. The following number of Pets have been approved by Owner at the Premises (check as applicable) as of the date set forth below:

0 1 2 3

Description of approved Pet(s) (identify if House Dog or House Cat and if the animal is neither, it must be pre-approved by Owner):

Type: _____ ; Breed: _____ ; Weight: _____ pounds; Name: _____
 replacement pet*

Type: _____ ; Breed: _____ ; Weight: _____ pounds; Name: _____
 replacement pet*

Type: _____ ; Breed: _____ ; Weight: _____ pounds; Name: _____
 replacement pet*

*If the replacement pet box is checked, Resident represents that the subject pet is a replacement for a prior pet which was (1) identified on a prior executed Pet Addendum, (2) the Pet Fee (if applicable) was paid for the prior pet; and (3) no new Pet Fee shall be due for the replacement pet.

The undersigned Resident has read and agrees to the conditions of this Pet Addendum and represents that, as of the date of Resident's signature below (or, if later, the Commencement Date of the Lease), Resident:
 shall have the Pet(s) listed above occupying the Premises; or
 shall not have any Pet occupying the Premises.

IN WITNESS WHEREOF, each of the undersigned has executed this Pet Addendum as of the date set forth below Owner's signature with respect to the Premises located at 5208 Fox Cove, Edwardsville, IL 62025

DocuSigned by:

Resident:

Donna Sheard

D7DA81871CE64C1...

DocuSigned by:

1/3/2023

DocuSigned by:

RICHARD STEVEN ALLEN

F15B2F00735D4A3...

DocuSigned by:

1/3/2023

DocuSigned by:

Christopher Joseph Ahrens

F81BD61AEE53458...

DocuSigned by:

1/3/2023

Christopher Joseph Ahrens

Owner:

SFR Borrower 2022-1, LLC,

DocuSigned by:

a Delaware Limited Liability Company

Donna Sheard

By:

D7E1DF3AFCF0412...

Name:

Title: Authorized Person

Date: 1/9/2023

Resident: Donna Sheard, RICHARD STEVEN ALLEN, Christopher Joseph Ahrens

Premises: 5208 Fox Cove, Edwardsville, IL 62025
RTP LEASE-2022-01



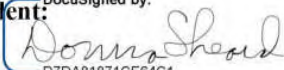
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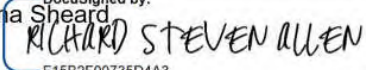
HVAC AIR FILTER ADDENDUM

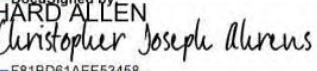
This HVAC Air Filter Addendum (the “Air Filter Addendum”) is attached to and made a part of that certain Residential Lease Agreement by and between the Resident and Owner with an Effective Date of 1/9/2023. Capitalized terms used in this Air Filter Addendum which are not otherwise defined herein shall have the meanings ascribed thereto in the Lease. Any conflict between the provisions of this Air Filter Addendum and any provisions of the Lease shall be resolved in accordance with Subsection 31.Q of the Lease. This Air Filter Addendum shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Owner and Resident, as a condition precedent to and as consideration for the execution of the Lease, agree as follows:

1. **HVAC Air Filter Program.** To assist Resident with fulfilling its maintenance obligations of the Premises, one (1) HVAC filter appropriate to the size of each HVAC system or intake vent, as appropriate and determined by Owner, will be delivered to the Premises during the Term on a schedule appropriate for the Premises’ location and equipment (the “HVAC Air Filter Program”).
 - a. Resident shall properly install the appropriate filter into each HVAC system in the Premises within two (2) days after receipt thereof.
 - b. Resident acknowledges that Resident must date each filter prior to installing same and the timely installation of the filters shall be subject to inspection by Owner upon reasonable prior notice to verify that replacement has been timely made.
 - c. If at any time Resident is unable to properly or timely replace a filter, Resident shall immediately notify Owner in writing, it being understood and agreed that Resident’s failure to properly and timely replace filters is a breach of the Lease and Owner shall have the right to exercise all Owner’s Rights and Remedies.
 - d. Resident shall be liable to Owner for all damages caused to the Premises or the HVAC system caused by Resident’s neglect or misuse or failure to timely replace the filters.
 - e. In the event Resident does not receive replacement filters in a timely fashion, Resident shall promptly notify Owner so that replacement filters can be delivered to the Premises.
2. **HVAC Air Filter Program Fee.** Resident agrees to pay Owner, without demand, the HVAC Air Filter Program Fee, with Monthly Base Rent on or before the (1st) first day of each calendar month during the Term.

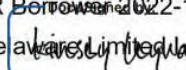
IN WITNESS WHEREOF, each of the undersigned has executed this HVAC Air Filter Addendum as of the Effective Date with respect to the Premises located at: 5208 Fox Cove, Edwardsville, IL 62025

Resident: DocuSigned by:

D7DA81871CE64C1... 1/3/2023

DocuSigned by:
 Donna Sheard

F15B2F00735D4A3... 1/3/2023

DocuSigned by:
 RICHARD ALLEN

F81BD61AEE53458... 1/3/2023

Christopher Ahrens

Owner:
 SFR Borrower 2022-1 LLC,
 a Delaware Limited Liability Company
 By: 
D7E1DF3AFCF0412...

Name: _____
 Title: Authorized Person

Resident: Donna Sheard, RICHARD STEVEN ALLEN, Christopher Joseph Ahrens

Premises: 5208 Fox Cove, Edwardsville, IL 62025



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fuses, light bulbs, batteries, furnace filters, laundry wash trays, janitor service, garbage collection, or any items or services not specifically listed as supplied by Owner in the Lease, and any installation, repair or replacement thereof shall be done at Resident's sole cost and expense, except as expressly required by Applicable Law. Resident shall (i) not obstruct or cover the windows or doors of the Premises nor leave them open during inclement weather; (ii) keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair; and (iii) if allowed by Applicable Law, maintain, repair and/or replace, as necessary all windows and doors (including storms and screens).

- O. Mailboxes. A mailbox is located on or near the Premises and it shall be Resident's responsibility to maintain, repair and replace (with a USPS-approved mailbox) any damage to the mailbox and keys, except if due to Wear and Tear. If applicable, Resident shall apply and pay for the community or group mailbox key serving the Premises. The installation and location of mailbox banks are at the discretion of Owner and the United States Postal Service.
- P. Concrete. All concrete, asphalt and other surfaces shall be kept clean and maintained free of oil and all other sticky or oily substances.
- Q. Snow/Ice/Debris Removal. Resident will keep all walkways, sidewalks, entryways, steps and driveways within the property lines of the Premises free and clear of ice and snow (including using ice melt or salting), as necessary and appropriate within such time periods as may be required by Applicable Law and any HOA Rules, so that same are in a safe condition. Resident shall not deposit any snow onto any area that may be prohibited (e.g., public ways). Resident shall sweep patio, driveway, sidewalks and walkways at the Premises as needed and keep the street area in front of their Premises free from debris.

6. USE OF PREMISES; COMPLIANCE WITH APPLICABLE LAWS, HOA RULES AND OWNER'S RULES AND REGULATIONS; ACCESS.

- A. Residential Use. The Premises shall be used and occupied only as a private, single-family dwelling/residence by Resident and the Occupants identified in the Lease and no others without Owner's prior written consent; provided, however, that Resident may notify Owner of additional Occupants in the case of minors who are under 18 years of age. No retail, commercial or professional use of the Premises shall be made unless Resident has obtained the prior written consent of Owner (which consent may be withheld in Owner's sole discretion) and such use (including any home-office provided that customers or clients do not visit the Premises) conforms to and is not in violation of Applicable Laws, HOA Rules and Owner's Rules and Regulations.
- B. Duty to Report Defects. Resident shall promptly report to Owner any defect in the Premises including, but not limited to, the following: water leaks; gas leaks; potholes or cracks in the driveway or sidewalks; inoperable appliances provided by Owner; standing water; problems with the HVAC; discolored or bad smelling or inadequate water supply or pressure; problems with the electrical system; leaks or backups or lack of capacity of the sewer system; and holes or worn spots in floors, decks or stairs. Resident shall give such Notice in writing to Owner in according with the Notice provision promptly but in no event later than sixty (60) days after Resident's discovery of any of the conditions set forth above, failure of which shall be a default under the Lease. Resident shall be deemed to have agreed that such claimed defect is minor and has caused, or causes, no harm or injury either directly or indirectly to Resident, Occupants or their guests should Resident fail to report any such defect promptly after its discovery.
- C. Prohibitions. Resident, Occupant and their guests shall (i) not use any portion of the Premises, nor perform any acts, which will increase the existing rate of insurance or cause the cancellation of any insurance policy covering the Premises or any part thereof; (ii) not permit to be kept, used or sold in or about the Premises any article which may be prohibited by standard form of fire insurance policies; (iii) comply with any and all requirements pertaining to any insurance organization or company necessary for the maintenance of reasonable fire and public liability insurance covering the Premises; and (iv) not commit, or suffer to be committed, any waste, nuisance or any other act or thing, including offensive odors, which may disturb the quiet enjoyment of neighbors.
- D. Vacation. If Resident will be away from the Premises for an extended period of time, all newspapers and other deliveries should be suspended or cancelled (or request the service of a friend or neighbor to pick them up) to discourage vandalism -- newspapers and other such items accumulating in the driveway send a signal to vandals that the Premises is unattended.

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- M. Hazardous Substances. Anything which creates a threat to health and safety shall not be permitted on or about the Premises.
- (i) For purposes of this provision, “hazardous substance” refers to any flammable, combustible, explosive or toxic fluid, material, chemical, or substance (including, but not limited to, paint, motor oil, antifreeze, and other vehicle fluids, herbicides, insecticides, poisons, solvents, chemicals or other toxic materials).
 - (ii) No hazardous substances may be stored on the Premises, except those customarily used for normal household purposes (and then only in quantities reasonably necessary for normal household purposes which shall be properly stored within the home and/or garage).
 - (iii) Resident shall not dispose of any hazardous substances in or about the Premises (including, but not limited to, the sewer system or other drainage areas, the street gutters, the driveway areas or elsewhere on the Premises) or otherwise in a manner which is inconsistent with Applicable Law, HOA Rules or the Owner’s Rules and Regulations.
 - (iv) In the event Resident stores or disposes of hazardous substances at the Premises, Resident shall immediately and appropriately remove and appropriately dispose of the hazardous substances at Resident's own expense. If the Resident fails to remove the hazardous substances within ten (10) days after receipt of notice to remove the same, the actual cost of such removal and disposal shall be immediately due and payable to Owner as Additional Rent.
 - (v) Resident shall indemnify, defend and hold harmless the Owner’s Agents with respect to all Claims which Owner’s Agents may incur or suffer by reason of (either directly or indirectly) the storage or disposal by Resident of any hazardous substances in or about the Premises.
- N. Storage. Storage of anything beneath, behind or on the outside of the home is prohibited. This includes, but is not limited to, storage of boxes, trunks, wood, pipe, bottles, garden tools, mops, ladders, paint cans or any item which is unsightly in appearance. Only outdoor patio furniture and appropriate grills and barbecues may be used on the patio, porch, yard or other exterior portions of the Premises. Except for appropriately used grills and barbecues, fireplaces and other appliances installed in the Premises, no fires are permitted.
- O. Parking and Vehicles. Parking is only permitted in the driveway, garage, or designated spaces of the Premises. The driveway, garage, and/or parking spaces are to be used for parking properly licensed and operable motor vehicles. Vehicles leaking oil, gas, or other motor vehicle fluids must not be parked at the Premises or on the streets which are adjacent thereto. Mechanical work or storage of inoperable vehicles is not permitted at the Premises except for emergency repair (e.g., flat tire, charge battery or add fluid). Resident is responsible for making sure that all Occupants and invitees park in the appropriate parking areas. and parking in yards, lawns, landscaped areas is prohibited at all times. Vehicles shall not be parked in non-parking areas, such as driveways or sidewalks, in a manner that impedes pedestrians, in front of mailboxes in violation of post office delivery requirements, on the neighbors' property or in a manner that blocks or interferes with access to driveways from the street.
- (i) No vehicle leaking oil or any other substances or fluids shall be allowed at the Premises – any vehicle dripping oil or gasoline must be repaired immediately. Resident must keep the Premises (including the driveway and garage) free from leaks and oil stains and immediately clean up any leaks or spills.
 - (ii) Owner shall not be responsible for the maintenance, insurance, liability, theft, vandalism or any damage which may come to any vehicle at or about the Premises. **THE VEHICLE OWNER SHALL BE SOLELY RESPONSIBLE FOR ANY VEHICLE PARKED AT OR NEAR THE PREMISES (INCLUDING PERSONAL PROPERTY THEREIN).**
 - (iii) Resident shall comply with all HOA Rules and Applicable Laws and regulations regarding parking and agrees to be responsible for any tickets, violations or summons (including from an HOA) received with respect to any moving and non-moving violations at or near the Premises (including but not limited to parking illegally, lack of insurance or registration, or equipment violations).

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7. OCCUPANTS; LIMITS; EXTRA PERSON; GUEST FEE.

- A. Occupants. Resident must obtain Owner's approval of each Occupant over the age of 18 (including any minors that become 18 during the Term and any requested new Occupant).
- B. Occupancy Limits. Subject to Applicable Law, no more than two (2) persons per bedroom plus one (1) additional person per Premises may regularly occupy the Premises. For purposes of this restriction, "bedroom" is a room intended to be regularly used as a bedroom (e.g., it must be considered to be a "bedroom" under Applicable Law as of the Commencement Date of the Lease) and, for purposes hereof, Resident is prohibited from creating a "bedroom" that does not otherwise exist as of the Effective Date. From time to time during the Term, Resident shall complete, sign and provide to Owner, within three (3) Business Days after written request, an "Occupancy Questionnaire" containing such information as may be reasonably requested by Owner including the names of all Residents and Occupants and the number of pets at the Premises.
- C. Extra Person. If Resident desires to have a companion or live-in caregiver (whether family member or not) for a Resident or a family member under the care of a Resident living in the Premises, (i) Resident must notify Owner and (ii) a separate Addendum to the Lease must be executed.
- D. "Guest" shall mean any person who has not previously been identified as a Resident or Occupant and who has stayed at the Premises more than a total of thirty (30) calendar days (for purposes hereof, staying more than twelve [12] hours or overnight shall constitute a calendar day) within any Lease year (not calendar year). For illustrative purposes only, a college-aged child who is not identified as an Occupant who lives at the Premises for more than 30 days shall be considered a Guest. Resident must notify Owner prior to anyone becoming a Guest at the Premises. Except if prohibited by Applicable Law, for each Guest, Resident shall pay Owner the Guest Fee. The Guest Fee shall apply separately for each guest and shall commence the day immediately following the 30-day period described in this Subparagraph, which shall be due and payable on or before the first day of the following calendar month unless one of the exemptions under Applicable Law applies to the payment thereof or such person is governed by a separate agreement with Owner. In accordance with Applicable Law, the Guest Fee may be increased upon at least ninety (90) days' prior notice to Resident and shall be considered to be and shall be collectible as Additional Rent.

8. LANDSCAPE MAINTENANCE.

- A. Landscape Maintenance. Resident shall maintain the yard area and related landscape located at the Premises during the Term (collectively, "Landscape Maintenance") at its sole cost and expense. Landscape Maintenance shall be performed by Resident in strict conformance with and pursuant to the following standards and shall include but not be limited to the following (all of which must be performed in a manner that also complies with all Applicable Laws and HOA Rules pertaining to landscape maintenance):
- (i) Lawn and Plant Watering. Resident must sufficiently water, on a regular and routine basis, all lawn and grass areas, landscaping and vegetation at the Premises, as needed to keep them green and growing (and free of brown spots), regardless of whether there is any functioning irrigation system, re-sodding grass areas as needed. To minimize evaporation and promote deeper saturation, the recommended watering time is early in the morning. Watering times and duration may need to be adjusted to accommodate different types of sprinklers, climates and seasonal changes.
- Note: (a) any watering schedules may also need to be adjusted to comply with HOA and state and local watering restrictions (including reducing or eliminating watering of vegetation or lawns during a water emergency declared by the state or local government), (b) Resident is encouraged to conserve water consumption at all times and not to over-water the yard, and (c) when vacationing or absent for any other reason, it is the responsibility of the Resident to arrange for someone to water and to maintain the Premises.
- (ii) Lawn Maintenance. Resident must perform the following lawn maintenance: (a) weekly mowing during the spring and summer and as needed in the fall and winter, (b) edging around the driveway, sidewalks and planter areas at the same time the lawn is mowed, (c) as needed, removal of weeds and debris, fertilizing, mulching and (d) all debris and grass clippings must be blown off or swept clean from the driveway and surrounding yard and placed in the trash or a green recycling/compost bin.

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- (iii) Debris. Resident shall be responsible for maintaining the Premises (including sidewalks and driveways) reasonably clean and free from dirt, weeds and rubbish so that same are in a safe condition.
- B. Irrigation Systems. The Premises may be equipped with an automatic sprinkler and timer system that can be set to water at the appropriate time and frequency. Resident shall (i) remain aware of warning signs that the sprinkler system might need adjustment; (ii) inspect the lawn and plants weekly for mildew or excessive yellow coloration which can be signs that the system timer is incorrect or malfunctioning; (iii) check the irrigation system regularly to ensure that it is working properly; (iv) replace any damaged or broken sprinkler heads, mini sprayers, drip lines and/or accessories with parts of "like kind"; and (v) depending on the climate, drain and/or winterize the irrigation system, as necessary. Resident agrees that if any irrigation system at the Premises breaks or otherwise ceases to function properly, (a) Resident shall nevertheless manually water the lawn and landscaping and (b) Owner will not be obligated to repair or replace any irrigation system, but Resident may choose to do so at Resident's sole expense to avoid having to manually water the lawn and landscaping.
- C. Trees, Shrubs and Hedges. Resident shall (i) provide regular and routine maintenance of the garden, foliage, flowers, landscaping, trees and shrubs at the Premises; (ii) provide regular and routine landscape care including trimming and/or pruning all trees, shrubs and hedges as needed and necessary to prevent excessive or unkempt growth; (iii) keep all vegetation aesthetically pleasing and in accordance with the general standards and character of the neighborhood, HOA Rules and Owner's Rules and Regulations and so that same are in a clean, slightly and safe condition; and (iv) keep all trees and shrubs on the Premises properly trimmed and in a safe condition. In the event the Premises is at the corner of intersecting streets, Resident must keep all hedges or shrubs trimmed to a height that does not obstruct or obscure traffic visibility across the Premises.
- D. Changes to Landscaping. Prior to commencing any landscaping of the Premises, including changes to existing landscaping, Resident shall submit a detailed landscaping plan to the Owner for approval. All approved changes must be completed within sixty (60) days after approval, at Resident's sole cost. The following general landscaping standards are provided only to assist Residents in their preliminary planning:
- (i) Trees may only be potted - they may not be planted in the ground due to extensive destruction to foundations and concrete caused by the roots; however, a tree may be planted on the Premises with prior written approval of Owner, in which event Owner retains the option to determine the location of and the type of tree which may be planted.
 - (ii) Front lawns are required from the curb to the front of the flower bed and grass to be kept green year-round, climate depending. Flower beds are to be no wider than four (4') feet. Evergreen grasses, ground covers, flowers and small shrubs are generally acceptable and Resident is encouraged to install and maintain same.
 - (iii) Resident shall not, unless authorization is given by Owner, remove any outdoor plants without Owner's approval.
 - (iv) Owner prohibits the use of any manures or odorous chemical fertilizers.
 - (v) Waterfalls, statuary and other forms of decor will be permitted only with Owner's approval.
 - (vi) Decorative rock (red lava rock or river rock) may be used for drainage areas of the Premises. All decorative rock must be washed frequently and additional rock added as necessary, to ensure that there is sufficient rock at all times to adequately cover the area over which the rock is spread. In non-drainage areas, decorative rock with an underlining weed barrier may be used with Owner's prior consent. The use of tree bark or wood chips is prohibited except in small areas such as planter beds.
 - (vii) Small vegetable or fruit gardens not to exceed one hundred square feet (100') are permissible in the rear of the Premises providing it is out of view from streets. Resident must contact Owner to determine whether the vegetables or plants they intend to plant are permissible, as several varieties or plants that may infringe on a neighbor's property, are invasive or are unsightly, are expressly prohibited.

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- (viii) To avoid damage to underground utilities, Resident must have Owner's prior consent before digging or driving rods or stakes into the ground. Resident shall bear the cost of repairs to any utilities or property damaged by Resident. Plants, trees, shrubs, etc. must be at least three (3') feet from the Premises' property lines or any easements.
 - (ix) The existing drainage pattern and grading of the Premises may not be changed without Owner's consent.
- E. **Dry Climate Watering.** Watering tools, systems, methods, times, and duration must be adjusted to comply with Applicable Law and any government orders which may be issued from time to time to preserve resources. Resident shall use water sparingly if the Premises is located in an area with frequent droughts. Excessive water-usage or over-use during a drought may deplete ground water which could cause foundation issues at the Premises. Resident shall immediately report to Owner any sinking, structural cracking or fault lines, leaking pipes, or other signs of foundational instability associated with the Premises.
- F. **Foundation Watering.** Depending on where the Premises is located, it may be crucial to water the foundation of the home as foundations are prone to shifting because clay-like soils shrink and swell due to moisture changes, whether rain or drought. Consequently, Resident must water the home foundation at reasonable and appropriate times in order to minimize/prevent the cracking of the foundation and possible shifting of the home. Resident shall: (i) when watering the yard, ensure the sprinkler is putting water against the base of the home's foundation; (ii) leave the water on for 30 to 60 minutes, two to three times a week; (iii) water the foundation late in the evening; (iv) ensure to water uniformly around the entire foundation; (v) if the soil is pulling away from the foundation, insufficient water is being put around the house; and (vi) during drought conditions, there may be times when different areas or water districts start water rationing or other restrictions and Resident should refer to the local water company to determine what "Stage Restriction" the Premises is currently under and the watering time and dates for the Premises' location. If Resident is unclear if watering of the foundation is necessary, Resident should check with Owner.
- G. **Periodic Inspections.** Pursuant to Applicable Law, Owner shall have the right to conduct exterior inspections of the Landscape Maintenance. Resident's failure to promptly comply with any notice (whether from Owner, the HOA or other enforcement agency) identifying any Landscape Maintenance that fails to meet the requirements contained in this Paragraph 8, the HOA Rules or Applicable Laws shall constitute a default of the Lease.
- H. **Default.** In accordance with Applicable Laws, if at any time Resident, in Owner's sole determination, fails to comply with its Landscape Maintenance obligations, then regardless of whether or not the Premises is located within an HOA and whether or not the Third-Party Landscape Services are already being performed by a Third-Party Landscape Servicer, Owner shall have the right, but not the obligation, to cause all or a portion of the Landscape Maintenance obligations to be performed on Resident's behalf, in which event (i) Subparagraph 8.I shall be applicable and (ii) Resident shall be liable to Owner for all costs and expenses caused by Resident's failure including, but not limited to, the cost of such services (which may be higher than the Landscape Service Fee) plus applicable Compliance Charges and Compliance Administrative Fees, all of which shall be due and payable at the same time and manner as the next Rent payment.
- I. **Third-Party Landscape Servicer.** **If the Third-Party Landscape Servicer requirement box in Paragraph III.D of the Key Provisions Summary to the Lease has been checked or** during the Term Owner notifies Resident that Third-Party Landscape Services are required pursuant to Subparagraph 8.H, then Owner has required a Third-Party Landscape Servicer perform certain Third-Party Landscape Services (defined below), in which event this Subparagraph 8.I shall apply and Resident shall be obligated to pay the Landscape Servicer Fee as follows:
- (i) **Third-Party Landscape Servicer.** Owner has determined that it requires a Third-Party Landscape Servicer to perform the following landscaping services at the Premises: weekly (or less frequently, depending on the season and locale) lawn mowing, lawn edging and leaf and debris blowing, as necessary (collectively, "**Third-Party Landscape Services**"). Owner shall hire one or more landscape service companies, from time to time, to perform the Third-Party Landscape Services. Notwithstanding the performance of the Third-Party Landscape Services, Resident shall nevertheless remain obligated to perform the remainder of the Landscape Maintenance obligations at its sole cost and expense; however, Resident shall have the right, but not the obligation, to

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separately hire the Third-Party Landscape Servicer (or a different company) to provide additional lawn care services to the Premises.

- (ii) Landscape Service Fee. Resident agrees to pay Owner, without demand, the Landscape Service Fee, with Rent on or before the (1st) first day of each calendar month during the Term while Owner is providing the Third-Party Landscape Services.

9. ANIMALS AND PETS. Subject to Applicable Laws, Owner's consent is needed to keep any Pet or other animal at the Premises. All Pets must be house pets which is defined as a pet that spends its primary existence within the Premises. No more than three (3) Pets are allowed in the Premises (which number may be lower depending on HOA Rules and Applicable Laws). Written permission to acquire a new Pet must be obtained from Owner and a new Pet Addendum to the Lease must be executed each time a new or replacement Pet is brought into the Premises.

- A. Leashes. Any Pet when at the Premises, when not inside the home or contained within a fenced yard (if applicable), must be on a short leash that is being controlled by a person. Pets and other animals must be restrained or confined whenever a service call is requested or whenever it is likely to limit or prohibit Owner, Owner's Agents or others' access to the Premises as permitted by the Lease. The tying up of Pets and other animals and leaving them unattended outside the Premises is prohibited.
- B. Compliance. Resident shall (i) abide by the Lease, all Applicable Laws, insurance requirements, Owner's Rules and Regulations and HOA Rules with respect to Pets (including but not limited to any applicable registration, licensing and inoculation requirements and providing evidence thereof upon request of Owner); (ii) be responsible for preventing Pets and other animals from (a) engaging in behaviors or creating a nuisance or excessive noise at levels that may disturb neighbors including, but not limited to, barking, jumping, and running off-leash and (b) causing or creating: danger, damage to person or property (including the Premises and property of others), health hazards or soiling the Premises, grounds, or landscaping in or around the Premises; (iii) immediately pick up and appropriately dispose of all pet excrement in an appropriate trash receptacle; and (iv) be solely responsible for all costs involved to restore any damage caused by Pets or other animals to the original undamaged condition, it being agreed that if same cannot be repaired or restored, then Resident agrees to pay the full cost of replacement.
- C. Withdrawal of Owner Consent. Owner reserves the right to withdraw its consent for any Pet or other animal previously approved for the Premises upon the first complaint registered against the animal or evidence of injury or damage to person or property caused by such animal.
- D. Responsibility. Owners are legally responsible for the conduct of all Pets and other animals at the Premises and any injuries or damages (to person or property) caused by them. Resident accepts full responsibility and liability for all Claims, damage, injury or actions arising from or caused by any breach of Resident's obligations hereunder or from having any Pets or other animals at the Premises (both to the interior and exterior of the Premises or to person and whether such Pet or other animal has been approved by Owner or not), and agrees to indemnify, defend and hold harmless Owner's Agents against same.
- E. Guests. Guests and invitees are not permitted to bring any animal into the Premises, other than Assistance Animals.
- F. Offspring. No animals of any kind shall be kept for breeding or maintained for any commercial purpose. In the event of offspring, Resident must notify Owner and written permission must be obtained for the offspring to stay in the Premises for an interim period.
- G. Wild Animals: Alligators. Wild animals, including feral cats, birds, squirrels, racoons, armadillos, catfish, stingrays, iguanas, opossum, coyotes, cougars, snakes, and alligators, may be found on or around the Premises. These animals may pose a health risk, safety hazard, and/or nuisance. Residents must not feed any wild or stray animals. These animals may attack or carry rabies, disease, insects, ticks, and/or fleas. Alligators are very common in certain states which may include the State in which the Premises is located (for example, Texas, Florida and other southern states). Resident should assume an alligator is present in any pond or body of water near the Premises. Alligators are extremely dangerous and should not be approached, frightened, or fed. This notice is provided so that Resident is aware of and can protect Resident, Occupants, members of the household, and guests from the risk of an alligator encounter inherent when fishing, swimming, or being in proximity to a pond or body of water on or around the Premises.

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- (iii) Resident is solely responsible, at its sole cost and expense, for the installation, maintenance and removal of the Alarm System and all related equipment in accordance with this Paragraph 12 and the Lease and for any damage caused by such installation and/or removal.
- (iv) If Resident has requested and been granted permission in writing by Owner to have a home security or alarm system ("Alarm System") installed at the Premises or if such a system already existed in the Premises, then this Paragraph 12 shall be applicable.

E. Prior to the Expiration Date or Resident's earlier move out of the Premises, Resident shall confirm with Owner or Owner's Agent whether Owner elects to have Resident either (a) cause the Alarm System (if installed by or at the request of Resident) and any other materials involved in the installation of the Alarm System to be removed from the Premises (in which event Resident shall restore the Premises to its condition prior to such installation, including repairing any damage caused by such installation or removal [including required patching and repainting, if necessary]) or (b) leave the Alarm System and all related equipment in place, in which event title thereto shall automatically transfer to Owner as a leasehold fixture/improvement upon its installation in the Premises.

13. SATELLITE DISH/CABLE. Owner will permit Resident to install a satellite dish, antennas or cables for personal, private use on the Premises only if Resident so requests in advance of any installation and enters into a separate Satellite Dish and Antenna Addendum in such form as Owner may reasonably require governing such installation and use including installation by a qualified person or company. Any such installation must be performed in a professional manner and in conformity with Applicable Law, Owner's Rules and Regulations and HOA Rules. In no event shall any such work or equipment penetrate the roof of the Premises nor do anything which could void any warranties on any portion of the Premises.

14. PLAYSET. If an outdoor playset ("Playset") is either currently located at the Premises or Resident has requested that Resident be permitted to install a Playset and Owner has approved same, then this Paragraph 14 shall apply to the installation, use and/or maintenance of such Playset.

- A. Resident agrees that it shall, at its sole cost and expense: (i) properly maintain in good working order and use, operate and supervise the use of the Playset at all times in accordance with this Paragraph 14; (ii) follow any written directions regarding the use or maintenance of the Playset which are provided in writing by Owner from time to time or which are provided or recommended by the manufacturer thereof; (iii) use and cause others to use the Playset only in its intended manner; (iv) abide by and cause all invitees to abide by all Applicable Laws, insurance requirements, governmental ordinances and HOA Rules with respect to the use and maintenance of the Playset; and (v) at all times, keep all enclosures, fences and yard gates surrounding the Playset in good operable condition and closed (and locked, as required by Applicable Laws).
- B. Resident must take reasonable action to: (i) prohibit young children from using the Playset or accessing the area in which same is located without appropriate supervision present and (ii) prohibit persons under the influence of drugs or alcohol from using the Playset.
- C. Resident will permit Owner and Owner's Agents reasonable access to the Playset in order to confirm that Resident is complying with this Paragraph 14.

15. PROPANE TANK. If the Premises is served by propane gas, then this Paragraph 15 shall apply. Resident shall be responsible for the payment of all propane costs associated with the Premises, just as if heating were by a public utility such as gas or electric. Immediately upon taking occupancy of the Premises, regardless of the time of year, Resident, at Resident's expense, shall have the propane gas tanks filled. Owner does not represent nor warrant that there will be a sufficient amount of propane in the tank on the Commencement Date. Upon the expiration of the Term, Resident shall not be reimbursed nor credited for any propane gas remaining in the tank. Resident agrees to use propane gas appropriate to the propane tanks and not to use a different or lower grade of gas which may clog the feed lines, burner or furnace. Resident agrees to pay as Additional Rent the cost of priming the burner if the tank runs dry, and the cost of repairs due to use by Resident of a lower or different grade of propane gas than that recommended by the manufacturer. Resident agrees to purchase a propane gas from a reputable company and to have the tanks inspected no less frequently than annually. The tanks cannot be removed under any circumstances. If there is a problem with the tanks, Resident agrees to notify Owner immediately.

16. FUEL TANK. If the Premises is heated by or served by fuel oil, then this Paragraph 16 shall apply. Resident shall be responsible for the payment of all fuel oil costs associated with the Premises, just as if heating were by a public utility such as gas or electric. Immediately upon taking occupancy of the Premises, regardless of the time of year, Resident, at Resident's expense, shall have fuel tank filled. Owner does not represent or warrant that there will be a sufficient amount of fuel in the tank on the Commencement Date. Upon the expiration of the Term, Resident shall not be reimbursed or credited

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for any fuel oil remaining in the tank. Resident agrees to use heating oil appropriate to the fuel tank and not to use a lower grade of heating oil which may clog the feed lines, burner or furnace. After initial priming of the burner by Owner, Resident agrees to pay as Additional Rent the cost of priming the burner if the tank runs dry, and the cost of repairs due to use of a lower grade heating oil by Resident. Resident agrees to purchase a burner service contract from a reputable company to clean the furnace and burner unless Owner notifies Resident that there is an existing service contract, in which event Resident shall be responsible for the cost of same. The tanks cannot be removed under any circumstances. If there is a problem with the tanks, Resident agrees to notify Owner immediately.

17. SEPTIC SYSTEM. If the Septic System box in Paragraph III.C of the Key Provisions Summary to the Lease has been checked, then Resident has been informed that the Premises is served by septic tank(s) and/or a drain field sewage system and this Paragraph 17 shall apply.

- A. Resident acknowledges, represents and agrees that (i) Resident has been informed that the Premises is served by septic tank(s) and/or a drain field sewage system located at or serving the Premises (such system, "Septic System"); (ii) Resident has, prior to the execution of the Lease, inspected (or had the opportunity to inspect) the Septic System; (iii) Resident shall abide by the terms and conditions of this Paragraph 17; and (iv) Resident accepts and assumes full responsibility for any and all risk of bodily injury, death or property damage (including any personal property of Resident located at the Premises) caused, in whole or in part, by (a) the acts, omissions or negligence of any person and/or (b) the Septic System, whether such risks or known or unknown by Resident or any other person.
- B. Resident acknowledges and agrees that:
- (i) **items such as paper towels, disposable wipes or diapers, feminine hygiene products (including tampons and sanitary napkins), cat litter, grease, coffee grounds, dental floss, cigarette butts or filters, grease, coffee grounds, facial tissue, tissue paper, or any non-biodegradable item should NEVER be flushed down any toilet, sink or drain located at the Premises;**
 - (ii) toilets should be protected from receiving items such as toys, combs and toothbrushes and any other items not intended to be flushed down a toilet associated with a Septic System as these items (a) will lodge outside of sight in the toilet's internal trap and are difficult if not impossible to remove and (b) frequently plug the toilet and/or snag in the drain lines and block the entire septic line to the house. A blocked line will not usually be discovered until sewerage starts backing up into the house. **Nothing that does not come out of a human shall go into the toilets except toilet paper;**
 - (iii) a Septic System is vulnerable to bleach, laundry detergents, dishwashing soaps, and corrosive chemicals of any kind as these materials kill the bacteria that are necessary for the Septic System to function properly; accordingly, bleach must be used sparingly (if at all), the amount of detergent and dish soap should be minimized and only biodegradable soap should be used (Tide-brand products should not be used unless they specifically state that they are biodegradable). Products labeled "antiseptic" should not be introduced into toilets or drains as they will kill the "good" bacteria necessary for the Septic System to properly function;
 - (iv) Resident will watch for (and shall contact Owner immediately should it become aware of) constantly running water in toilets or sinks if Resident is unable to stop them from running or any leakage in the plumbing;
 - (v) in order to aid the bacteria necessary for a Septic System to work properly, Resident agrees to purchase (at Resident's cost) and add enzymes to the Septic System on a monthly basis (such enzymes are available at most grocery and/or hardware stores);
 - (vi) most plumbing problems are related to grease, food, sand (from washing pets, toys, or kids), hair, kitchen utensils, bottle caps, etc., and will plug drain lines quickly; therefore, unused food and plate scrapings should be treated as solid waste for the garbage rather than scraped into the sink;
 - (vii) grease and oil solidify in the lines when they cool, build up over time, and slowly plug the arteries of the septic lines and drain field associated with the Septic System; therefore, to prevent this, Resident agrees to pour grease and oil into a container (can, milk jug, etc.) which shall be disposed of as solid waste and, before they are washed, pans or plates containing grease or oil should be wiped with paper towels and the paper towels should be disposed of as solid waste;

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- (viii) major chemicals designed for unplugging sinks tend to eat the pipes as well; therefore, Resident shall refrain from using corrosive or similar chemicals in the Septic System;
- (ix) Resident shall not drive over the drain field or permit its Occupants or guests to do so nor shall Resident erect or place any structure on top of such drain field or cover it with any hard material such as concrete or asphalt;
- (x) Resident shall not exceed the capacity of the Septic System nor overload/over-use same it being understood and agreed that it may be necessary to limit the number of washing machine and dishwasher loads or showers (or length thereof) taken each day as well as the length of time between them;
- (xi) Resident shall not (a) plant gardens (especially vegetable gardens) near the septic tank as it is likely the vegetables will become contaminated by the wastewater, (b) do any landscaping near the septic tank nor (c) place any heavy objects in the septic drainage field; and
- (xii) Resident shall not install a garbage disposal system within the Premises.

- C. Resident shall comply with the terms and conditions contained in this Paragraph 17 and the proper disposal of waste as described herein. If a toilet, sink or any portion of the Septic System is plugged up, backed up or repairs thereto are required due to improper disposal of waste during the Term, Resident will be charged for all costs and damages associated with such repairs (including labor) which amounts shall constitute and, if allowed by Applicable Laws, be payable as Additional Rent.
- D. Resident shall be responsible for the cost of having the Septic System (including the septic tank) pumped and/or emptied to the extent same is reasonably necessary to be performed during the Term of the Lease (whether the reasons therefor are for ordinary or extraordinary causes) and, if allowed by Applicable Laws, the cost thereof shall be considered Additional Rent. Upon request from Resident, Owner shall cause the initial "pump" of the Septic System performed, at Owner's cost.
- E. From time to time during the Term, and in accordance with Applicable Laws, Owner shall have the right to enter the Premises for the purpose of inspection and having repair and/or maintenance work performed to portions of the Septic System (which may include plumbing systems inside the home and/or having the septic tank pumped). Resident acknowledges that performance of such work may need to be delayed (despite the necessity thereof) based on the then-current weather conditions and/or time of year (e.g., work may not be able to be performed during the winter/freezing months in northern states or during periods of heavy rain) in which event such work will be performed when the conditions permit performance of same (and the issuance of any applicable required licenses and permits) and Owner shall not be liable for failure to complete such repairs or maintenance work due to such delays which are beyond Owner's reasonable control.

18. WELLS; WATER SOFTENERS. If the Premises is served by well water (as opposed to municipal water), then this Paragraph 18 shall apply.

- A. Hard water is a broad term used for any water with a high mineral content which can be absorbed by porous surfaces, leaving behind a colored build-up. A water softener (i) is required to be used at the Premises in order to give drinking water a more palatable taste and keep iron deposits from staining fixtures and clothing; (ii) helps to combat that mineral content, which in turn helps to avoid mineral build-up and hard water stains; and (iii) includes a brine tank that uses regular salt to maintain a good mineral content in the water. If drinking water smells like rotten eggs, it could indicate the presence of hydrogen sulfide, a colorless gas with an unpleasant odor which can be corrected by installing an under-cabinet or countertop water filter.
- B. In accordance with Applicable Laws, Resident shall, at Resident's expense, maintain the water softener in good condition and repair, check its salt levels and regularly and sufficiently replenish the salt each month depending on water usage at the Premises. Owner reserves the right to specify the type of salt that must be used.
- C. Hard water causes unsightly orange or yellow water stains in porcelain sinks, toilets and shower tile which may be mitigated by (i) using a squeegee after each shower to remove water from tile before stains set or scrubbing the stains with white vinegar and baking soda or (ii) improving the Premises' water with a water softening system, which will significantly reduce or eliminate such stains and is easier on appliances.

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- D. It is recommended that Resident regularly test the water quality to check for coliform bacteria, nitrates, iron, manganese, water hardness, sulfides, and any other potential contaminants in the area. Resident should ask the local health department about recommended testing for other contaminants.
- E. If the Premises is in an area prone to flooding, more frequent testing, or testing after flooding may be desired. Water testing kits are available at most hardware stores or may be purchased on-line, and allow testing of a water sample mailed into a testing facility which will provide results. The water should be tested each year. If test results show signs of water quality issues, Resident should use a state-certified laboratory to make sure the water-quality test results are valid. Resident shall not use water treatment equipment or chemicals unless reliable test results indicate problems with the water and Resident is reasonably able to safely perform the treatment. Additional information regarding well water can be found at <https://www.epa.gov/privatewells/private-drinking-water-well-programs-your-state>.
- F. Resident shall promptly notify Owner if any testing shows inappropriate water quality or if Resident notices any signs of settling or cracking, which may expose the well to contaminants (such as from fertilizer or stormwater).
- G. Resident shall (i) make sure the well's sanitary seal is intact and water-tight (if the well is designed to have one); (ii) make sure any unused wells are tightly capped or sealed until properly abandoned by a licensed well contractor; (iii) routinely check the well head and aboveground pipes for cracks, leaks and corrosion; (iv) if the well head is underground, the location should be marked with a permanent stake or an aboveground marker; (v) keep the area around the well clean, clear and well-maintained; (vi) keep a log of all inspections and tests on the well system; and (vii) test the well water at least annually.
- H. To maintain the safety of the water quality and potability for any well at the Premises, Resident **MUST NOT** do any of the following: (i) pour poisonous chemicals down household drains; (ii) pour used car oil or other chemicals on the ground; (iii) mix or store pesticides, fertilizers, fuels or other chemicals near the well; (iv) drain water softener or washing machine wastewater near the well; (v) dump any type of waste in dry or abandoned wells; (vi) let rainfall puddle around the well; (vii) dig near the Premises' underground water lines; (viii) modify well pump or equipment in any way without prior written consent of Owner; nor (ix) treat the well water via the application of chemicals or otherwise without prior written consent of Owner.
- I. In accordance with Applicable Laws, Owner reserves the right to test the well, water, pumps and water softener system serving the Premises and to repair or replace same from time to time.

19. INDEMNIFICATION FOR CLAIMS. Resident shall indemnify and hold harmless the Owner's Agents with respect to all Claims (including but not limited to municipal and HOA citations, fines or fees) which Owner's Agents may incur or suffer by reason of (either directly or indirectly) Resident's failure to comply with its obligations under the Owner's Rules and Regulations.

20. PARAGRAPH HEADINGS. The headings and titles of the Paragraphs and Sections within these Owner's Rules and Regulations are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions of the Owner's Rules and Regulations.

[remainder of page intentionally left blank]

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RESIDENT HEREBY ACKNOWLEDGES AND AGREES THAT RESIDENT HAS (i) CAREFULLY READ, UNDERSTANDS AND AGREES WITH EACH OF THE TERMS AND PROVISIONS CONTAINED IN OWNER'S RULES AND REGULATIONS; (ii) BEEN ADVISED THAT THE TERMS HEREOF ARE AS BINDING AS IF THEY HAD BEEN INCLUDED IN THE ACTUAL LEASE; (iii) HAD THE OPPORTUNITY TO SEEK THE ADVICE OF ANY ATTORNEY IN ANY MATTER CONNECTED WITH THE OWNER'S RULES AND REGULATIONS BEFORE SIGNING; AND (iv) AGREED TO EXECUTE AND AGREED TO BE BOUND BY THESE OWNER'S RULES AND REGULATIONS OF HIS/HER OWN FREE WILL.

Resident:

DocuSigned by:
Donna Sheard
D7DA81871CE64C1...

1/3/2023

DocuSigned by:

RICHARD STEVEN ALLEN
F15B2F00735D4A3...

1/3/2023

RICHARD STEVEN ALLEN

DocuSigned by:

Christopher Joseph Ahrens
F81BD61AEE53458...

1/3/2023

Christopher Joseph Ahrens

Owner: SFR Borrower 2022-1 LLC,

a Delaware Limited Liability Company

Address of Premises: 5208 Fox Cove, Edwardsville, IL 62025

Effective Date of Lease: 1/9/2023

EXHIBIT B

HPA US1 LLC



Partial Summary of Residential Lease Agreement

The following is a summary prepared for informational purposes only and does not substitute, replace or alter the applicable lease agreement with the tenant(s) identified below ("Lease"). In the event of a conflict between the Lease and the terms of this summary, the terms and provisions of the Lease shall govern and control.

Premises Address: 4955 Vermette Circle
Plainfield IL
60586

Tenant (s): GABRIELLE TODD DORIS TODD ERNEST WEST JASMINE WEST
(collectively)

Contact Info: Email: sassyjazzie123@aol.com

Estimated Commencement Date: 09/02/2019

Last day of Initial Term: 09/01/2020

Rent Due Date: 1st day of each month

Late Payment Fee: See Section 3 of Lease

Initial Pet Fee: \$ 600
(non-refundable)

Security Deposit: 5100.00


Monthly Base Rent:	<u>2550.00</u>	(yr. 1)
	<u>2650.00</u>	(yr. 2)
	<u>2750.00</u>	(yr. 3)
	<u>2850.00</u>	(yr. 4)
	<u>2960.00</u>	(yr. 5)

**DOCUMENT REVIEW ACKNOWLEDGEMENT
(HOME PARTNERS ILLINOIS)**

Each of the undersigned persons identified as Tenant in the signature lines below (jointly and severally, "Tenant") acknowledges and agrees that he/she has had the opportunity to consult with his/her legal counsel regarding the Residential Lease Agreement ("Lease"), the Residential Right to Purchase Agreement together with the form Purchase Contract attached thereto ("RTP Agreement"), the Stewart Title Guaranty Company ("Escrow Agent") Sole Order Escrow Instructions together with the Escrow Instruction Agreement, together with all Exhibits and Addenda and other documents related to any of them, copies of which were delivered to Tenant, as well as this Document Review Acknowledgement ("Acknowledgment") and collectively with the foregoing referenced agreements, the "Agreements"). Whether each of the Tenants has chosen to consult with his/her legal counsel of choice regarding the Agreements or has voluntarily chosen to waive his/her right to consult with legal counsel, he/she acknowledges, agrees and represents to HPA US1 LLC a Delaware limited liability company ("Home Partners") which is party to one or more of the Agreements, as follows:

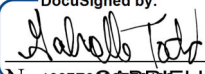
1. he/she has completely read and voluntarily accepts the terms and conditions of each of the Agreements;
2. the terms of each of the Agreements shall not be construed against Home Partners, its affiliates, agents, successors or assigns, or any other party because of that party's role in drafting or revising such Agreements, nor construed in favor of any party because that party failed to understand the legal effect of the terms and conditions contained therein;
3. Home Partners has submitted (or will submit) an offer to purchase a property which has been selected by Tenant and that will constitute the "Premises" as such term is used in the Agreements and which is identified below, which purchase offer has only been submitted (or will be submitted) in express reliance upon (a) the execution and delivery of this Acknowledgement by Tenant, (b) Tenant's acknowledged satisfaction with such Premises as well as the terms and conditions contained in each of the Agreements (including, if available, the estimated costs for Home Partners to acquire and rehabilitate the Premises, it being understood and agreed that the final costs thereof may not be known as of the date hereof, and are subject to adjustment as set forth in the Agreements), such satisfaction being confirmed by virtue of Tenant's execution and delivery of this Acknowledgement, the Lease and the RTP Agreement to Home Partners, and (c) Tenant's irrevocable offer to execute and deliver to Home Partners each of the Agreements in the event Home Partners' offer to purchase the Premises (as same may be modified) is accepted by the current owner thereof ("Purchase Offer"), without further negotiation or modification by Tenant, and after the blanks contained in the Lease and the RTP Agreement have been filled in with the deal-specific information (for example, the name(s) of Tenant and the Purchase Right Holder, the address of the Premises, the lease term dates, the rent schedule, the amount of the security deposit, the purchase price of the Premises during each year of the Lease term, town-specific addendums (if any) requiring provisions mandated by law, etc.);
4. the submission of this Acknowledgment executed by Tenant to Home Partners shall constitute (a) Tenant's irrevocable authorization to Home Partners to make and enter into a Purchase Offer for the Premises (or a ratification of such authorization if such Purchase Offer has already been made based upon the verbal commitment of Tenant to sign the Agreements) and (b) an irrevocable offer by Tenant to enter into the Agreements if the Purchase Offer is accepted by the owner of the Premises, without which Home Partners would not be making a Purchase Offer or pursue such purchase to completion;
5. simultaneously with the submission of this Acknowledgment executed by Tenant to Home Partners, Tenant will deliver to Home Partners a deposit in the amount of \$ 5100.00 ("Deposit") which shall be in the form of cashier's check, money order or other immediately available funds. The Deposit will initially be held as a good faith deposit under this Acknowledgement (and shall be deposited by Home Partners into a sole order escrow with the Escrow Agent upon the full acceptance and execution of the Purchase Offer). Upon the later to occur of (a) the full execution and delivery of the Lease and the RTP Agreement by Tenant and Home Partners and (b) the acquisition of title to the Premises by Home Partners, the Deposit shall automatically be credited toward the Security Deposit required under the Lease; provided, however that (i) if the amount of the Deposit is insufficient to cover all Security Deposit amounts required by the Lease, then Tenant shall immediately deposit any Security Deposit short-fall to Home Partners in accordance with the terms of the Lease and (ii) if the amount of the Deposit exceeds the amount of the Security Deposit required by the Lease, then Home Partners shall apply such excess amount to the Rent then due and coming due under the Lease or, if required by Applicable Law, refund such excess amount to Tenant;
6. Tenant acknowledges that Home Partners shall have incurred significant costs in an attempt to purchase (or the actual purchase of) the Premises and **SPECIFICALLY ACKNOWLEDGES AND AGREES THAT HOME PARTNERS SHALL HAVE THE RIGHT TO RETAIN THE DEPOSIT MADE UNDER THIS ACKNOWLEDGMENT (PRIOR TO THE APPLICATION OF SUCH DEPOSIT BY HOME PARTNERS AGAINST THE SECURITY DEPOSIT REQUIRED UNDER THE LEASE AS DESCRIBED IN PARAGRAPH 5 ABOVE), (a) TO REIMBURSE HOME PARTNERS FOR ITS OUT-OF-POCKET COSTS AND EXPENSES INCURRED IN CONNECTION WITH PURCHASING OR ATTEMPTING TO PURCHASE THE PREMISES (INCLUDING, BUT NOT LIMITED TO, PROCESSING TENANT'S APPLICATION AND SCREENING TENANT FOR THE HOME PARTNERS' LEASE**


WITH RIGHT TO PURCHASE PROGRAM, INSPECTION COSTS, THIRD PARTY PROFESSIONAL COSTS, CLOSING COSTS, REHABILITATION COSTS OF THE PREMISES, ATTORNEYS' FEES AND SIMILAR COSTS; COLLECTIVELY, "TERMINATION COSTS") AND (b) TO THE EXTENT THAT THE AMOUNT OF THE DEPOSIT SO RETAINED BY HOME PARTNERS EXCEEDS THE AGGREGATE AMOUNT OF THE TERMINATION COSTS, SUCH DIFFERENCE SHALL BE DEEMED TO BE LIQUIDATED DAMAGES TO COMPENSATE HOME PARTNERS FOR THE LOSS OF ITS BARGAIN (TENANT ACKNOWLEDGES AND AGREES THAT THE AMOUNT OF HOME PARTNERS' ACTUAL DAMAGES IN SUCH CIRCUMSTANCE WOULD BE DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE AND THAT THE AMOUNT OF THE DEPOSIT IN EXCESS OF THE TERMINATION COSTS ARE A REASONABLE ESTIMATE OF DAMAGES AND NOT A PENALTY), in the event Tenant changes its mind or fails to execute and deliver all of the remaining Agreements (or attempts to revoke same if delivered prior to the full execution and delivery thereof by Home


Partners): ^{DS} ^{DS}
 (Tenants' Initials)

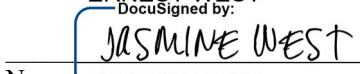
- 7. Tenant acknowledges that Home Partners shall have expended significant time and resources in connection with reviewing any application and/or documentation submitted by Tenant and its efforts to make a Purchase Offer for the Premises (whether accepted by the seller or not) and agrees that should Tenant fail to consummate the transactions contemplated by the Agreements, then Tenant agrees that for a period of seven (7) years after the date below (the "Restricted Term"), each Tenant shall be disqualified from participation in the Home Partners' Lease with a Right to Purchase Program and none of them shall submit an application for any such (or similar) program with Home Partners or its affiliates and in the event such application is made, Tenant acknowledges and agrees that Home Partners and/or its affiliates shall have the right during the Restricted Term to disapprove any application for a lease or residency made by any of them;
- 8. the terms of this Acknowledgement shall be binding on Tenant whether or not the remainder of the Agreements are executed (in whole or in part) or if executed, later terminated; and
- 9. the common address of the Premises is: 4955 Vermette Circle, Plainfield, IL, 60586
- 10. If Tenant disputes Home Partners' right to collect and/or retain all or any portion of the Deposit or if there are any controversies related to the Deposit or this Acknowledgment, then Tenant agrees that it must submit the claim, dispute or controversy to arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Each party shall pay its own attorneys' fees, costs, and expenses including any filing, appearance or other arbitration fees. If Tenant files suit instead of instituting arbitration proceedings, then Tenant shall pay Home Partners' reasonable attorneys' fees, costs and expenses, including court costs, seeking to compel arbitration in accordance with this agreement to arbitrate and the terms contained in this Paragraph shall supersede any conflicting provisions of the American Arbitration Association. Tenant shall not be entitled to any consequential, incidental or exemplary damages. For the avoidance of doubt, the terms of this Paragraph pertaining to arbitration shall pertain solely to resolution of who is entitled to retain the Deposit pursuant to this Acknowledgement and shall not apply to any of the other Agreements.

Tenant and Home Partners has each executed this Document Review Acknowledgment as of the date written below.

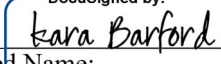
TENANT:
 DocuSigned by:

 Name: GABRIELLE TODD

DocuSigned by:

 Name: DORIS TODD

DocuSigned by:

 Name: ERNEST WEST

DocuSigned by:

 Name: JASMINE WEST

Date: 7/29/2019

Acknowledged and agreed to by the undersigned as of
8/22/2019;
 HPA US1 LLC, a Delaware limited liability
 company
 DocuSigned by:
 By: 
 Printed Name: _____
 Title: Authorized Agent

ESCROW INSTRUCTION AGREEMENT

Each of the undersigned persons who collectively constitute the "Tenant" for purposes hereof, understands agrees and acknowledges that HPA US1 LLC, a Delaware limited liability company ("Home Partners") has submitted a purchase offer to buy that certain residential property located at 4955 Vermette Circle, Plainfield, IL, 60586 that will constitute the "Premises" as such term is used in the Residential Lease Agreement ("Lease") and the Residential Right to Purchase Agreement ("RTP Agreement" and collectively with the Lease and any Addenda thereto, the "Agreements"), which purchase offer was submitted in reliance on the Tenant's acknowledgment that it has both selected and confirmed its satisfaction with both the Premises and all of the terms and conditions contained in the Agreements together with the Document Review Acknowledgment executed by Tenant, and Stewart Title Guaranty Company's ("Escrow Agent") Sole Order Escrow Instructions, copies of which have been provided to Tenant (collectively, the "Final Documents") and the unconditional commitment on behalf of the Tenant to execute and deliver to Home Partners the Final Documents, without further negotiation or changes.

Home Partners' offer to purchase the Premises has been accepted by the current owner of the Premises. Concurrently with the execution of this Escrow Instruction Agreement, Tenant (a) shall execute and deliver to Home Partners the Lease, the RTP Agreement and the Document Review Acknowledgment, (b) unconditionally and irrevocably agrees that Home Partners shall have the right to issue a written sole order direction substantially in the form of Exhibit A attached hereto to Escrow Agent to release to Home Partners (or as Home Partners shall direct) the Deposit previously submitted by Tenant to Home Partners (which was previously deposited into escrow pursuant to the Sole Order Escrow Instructions) upon the earlier to occur of (i) the closing of the purchase of the Premises by Home Partners (or its assignee) from the current owner thereof or (ii) Home Partners becoming entitled to all or any portion of such funds pursuant to the terms of any of the Final Documents, (c) acknowledges that the sole condition to Home Partners' right to collect and retain the escrowed funds is either of the reasons identified in (b) above, and (d) shall promptly be mailed a copy of the sole order direction submitted by Home Partners to Escrow Agent for return of the funds if such demand is made pursuant to subsection (b)(ii) above.

If Tenant claims all or any portion of the escrowed funds or disputes Home Partners' right to collect, direct and/or retain the escrowed funds or if there are any controversies related to the escrowed funds, the escrow, the Sole Order Escrow Instructions or this Escrow Instruction Agreement, then Tenant must submit the claim, dispute or controversy to arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Each party shall pay its own attorneys' fees, costs, and expenses including any filing, appearance or other arbitration fees. If Tenant files suit instead of instituting arbitration proceedings, then Tenant shall pay Landlord's reasonable attorneys' fees, costs and expenses, including court costs, seeking to compel arbitration in accordance with this arbitration agreement. Tenant shall not be entitled to any consequential, incidental or exemplary damages. The terms of the arbitration agreement shall supersede any conflicting provisions of the American Arbitration Association. For the avoidance of doubt, the terms of the arbitration agreement shall not apply to the Lease, the RTP Agreement or any of the other Final Documents, but shall only pertain to resolution of the escrowed funds pursuant to this Escrow Instruction Agreement.

8/22/2019

ACKNOWLEDGED AND AGREED TO this date: _____.

TENANT:

DocuSigned by:
Gabrielle Todd
Name: GABRIELLE TODD

DocuSigned by:
Doris Todd
Name: DORIS TODD

DocuSigned by:
Ernest West
Name: ERNEST WEST

DocuSigned by:
Jasmine West
Name: JASMINE WEST

Tenant Name: GABRIELLE TODD DORIS TODD
Premises Address: 4955 Vermette Circle, Plainfield, IL, 60586

ERNEST WEST JASMINE WEST

EXHIBIT A
TO ESCROW INSTRUCTION AGREEMENT

Stewart Title Guaranty Company

Date: 8/22/2019

ESCROW ACCOUNT NUMBER: _____

ADDRESS OF PREMISES: 4955 Vermette Circle, Plainfield, IL, 60586

Ladies and Gentlemen:

Pursuant to the Sole Order Escrow Instructions entered into by the undersigned for the above-referenced Escrow and Address of Premises, effective immediately, the undersigned hereby orders and directs Stewart Title Guaranty Company, as Escrowee, to deliver all amounts previously deposited with it as Escrowee pursuant to the above Escrow Account Number, to HPA US1 LLC, a Delaware limited liability company (or as the undersigned shall direct), together with any interest that may have been earned thereon, pursuant to such instructions as the undersigned or its legal representatives or assigns provide.

HPA US1 LLC, a Delaware limited liability company

DocuSigned by:
By: Kara Barford
Name: 15997C2DF1E4AE...
Title: Authorized Agent

**RESIDENTIAL LEASE AGREEMENT
(HOME PARTNERS ILLINOIS)**

This Residential Lease Agreement (the "Lease") is made and entered into effective as of the Effective Date (defined below) by and among GABRIELLE TODD DORIS TODD ERNEST WEST JASMINE WEST (individually or if more than one person is named, collectively, "Tenant") and HPA US1 LLC, a Delaware limited liability company ("Landlord").

WHEREAS, Landlord desires to lease to Tenant upon the terms and conditions contained herein the Premises (defined below) and Tenant desires to lease the Premises from Landlord on the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations stated herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree that the recitals set forth above are incorporated into this Lease as though fully set forth below, and otherwise agree as follows:

1. BASIC LEASE INFORMATION.

- A. "Effective Date" shall have the meaning set forth on the signature page of this Lease.
- B. "Household Members" shall mean Tenant and each of the following people who shall be members of the household:

Name: AIDEN WEST Name: _____
 Name: _____ Name: _____

- C. "Landlord Notice Address" shall mean:

HPA US1 LLC
 120 S. Riverside Plaza, Suite 2000,
 Chicago, IL 60606
 Attn: General Counsel
 Telephone: (877) 234-5155
 Email: notices@homepartners.com
 FAX: (312) 780-1669

With a copy to:
 HPA US1 LLC
 c/o Pathlight Property Management
 6500 International Pkwy #1100
 Plano, TX 75093
 Attn: Property Manager
 Telephone: (800) 527-5030
 Email: movein@pathlightmgt.com
 FAX: (866) 221-8563

- D. "Monthly Base Rent" shall mean \$ 2550.00 per calendar month during the Initial Term. Effective as of the first day of each Renewal Term, the Monthly Base Rent amount shall be increased to the following amount specified for such Renewal Term (subject to adjustment in accordance with the terms of this Lease):

LEASE TERM	ANNUAL BASE RENT	MONTHLY BASE RENT
Initial Term (Year 1)	\$ 30600.00	\$ 2550.00
First Renewal Term (Year 2)	\$ 31800.00	\$ 2650.00
Second Renewal Term (Year 3)	\$ 33000.00	\$ 2750.00
Third Renewal Term (Year 4)	\$ 34200.00	\$ 2850.00
Fourth Renewal Term (Year 5)	\$ 35520.00	\$ 2960.00



E. Payments of Rent (as defined in Section 2.T) and all other amounts due under this Lease shall be made payable to the order of: "Pathlight Property Management" and shall be paid at the following address or such other name and address as Landlord shall, from time to time, designate in writing:

Pathlight Property Management
6500 International Pkwy #1100
Plano, TX 75093

Telephone: (800) 527-5030

F. "Premises" shall mean the real property (together with improvements located thereon owned by Landlord) having a street address of: 4955 Vermette Circle, Plainfield, IL, 60586.

G. "Security Deposit" shall mean an amount equal to \$ 5100.00.

H. "Tenant's Notice Address" shall mean the Premises (and 4955 Vermette Circle, Plainfield, IL, 60586 for information purposes only) and Email shall be sassyjazzie123@aol.com.

I. "Tenant Notice Recipient" shall mean GABRIELLE TODD.

J. "Utility Billing Service Fee" shall mean an amount equal to \$ 7.95 per calendar month.

K. "Utility One-Time Fee" shall mean an amount equal to \$ 30.00, which shall be due and payable on or before the first day of the month immediately following the month in which the Commencement Date occurs (for the avoidance of doubt, if the Commencement Date is February 1 or February 15, such amount shall be due and payable on or before March 1).

2. **DEFINITIONS.** The following are definitions of some of the defined terms used in this Lease. The definitions of other defined terms are found throughout this Lease. Capitalized terms used in this Lease which are not otherwise defined herein shall have the meanings ascribed to them in the Right to Purchase Agreement, which is being signed concurrently with this Lease.

A. "Additional Rent" shall mean any and all sums (exclusive of Monthly Base Rent and Pro-Rated Rent) that are required to be paid to Landlord by Tenant hereunder, or which sums are deemed to be Additional Rent under this Lease.

B. "Applicable Laws" shall mean, collectively, any and all laws, ordinances, statutes, rules, regulations and orders of any and all governmental or quasi-governmental authorities or bodies applicable to the Premises.

C. "Business Day(s)" shall mean Mondays through Fridays exclusive of normal Federal holidays.

D. "Business Hours" shall mean 9 a.m. through 5 p.m., **Central Time**.

E. "Commencement Date" shall be the date that Landlord tenders possession of the Premises to Tenant which shall be documented in the Commencement Date Notification.

F. "Estimated Commencement Date" is 09/02/2019.

G. "Expiration Date" shall mean 11:59 p.m. on the last day of the Term, as the same may be extended pursuant to Paragraph 1.f.ii of the Right to Purchase Agreement.

H. "First Renewal Term Start Date" will be the first day of the First Renewal Term, which shall be documented in the Commencement Date Notification.

I. "HOA Rules" shall mean, collectively, all rules, regulations, declaration of covenants, conditions and restrictions, and/or bylaws of any applicable homeowner association, master/umbrella association or condominium association ("HOA").



- J. "Initial Term" shall mean a period of twelve (12) calendar months commencing on the Commencement Date. "Renewal Term" shall mean each consecutive twelve (12) calendar month period immediately following the Initial Term and starting on the First Renewal Term Start Date or previous Renewal Term. The Initial Term, as extended by all effective Renewal Terms is referred to herein as the "Term."
- K. "Landlord's Agents" or "Landlord Indemnitees" shall mean in each case, collectively, any member, officer, director, employee, agent (including Landlord's property managers), representatives, personnel and assigns of Landlord or any of its affiliates.
- L. "Landlord's Rights and Remedies" shall mean, collectively, each and every right and remedy contained in this Lease, other written agreements among the parties relating to the Premises, or which is afforded to Landlord pursuant to Applicable Laws or in equity.
- M. "Late Payment Fee" shall have the meaning set forth in Section 4.
- N. "Occupants" shall mean any of Tenant, Household Members, occupants, invitees, licensees, guests, visitors, agents or employees or any person entering the Premises except Landlord and Landlord's Agents.
- O. "Pro-Rated Rent" shall mean the amount of Monthly Base Rent due for the month in which the Commencement Date occurs. For example, if the Commencement Date is the first day of a calendar month, then the Pro-Rated Rent shall be equal to the full amount of the Monthly Base Rent; however, if the Commencement Date is not the first day of a calendar month, then the Pro-Rated Rent shall equal the Monthly Base Rent due for such month multiplied by a fraction, the numerator of which is the number of days from and including the Commencement Date through and including the last day of such month and the denominator of which is the number of days in such calendar month (for example, if Monthly Base Rent equals \$1,000 and the Commencement Date is April 16, then the Pro-Rated Rent shall be equal to \$500 (i.e., \$1,000 x 15/30)).
- P. "Pro-Rated Rent Due Date" shall have the meaning set forth in Section 4, which shall be documented in the Commencement Date Notification.
- Q. "Purchase Right Holder" shall mean all of the persons identified as such in the Right to Purchase Agreement.
- R. "Purchaser" shall have the meaning set forth in the Right to Purchase Agreement.
- S. "Renewal Term" shall have the meaning set forth in Section 2.J.
- T. "Rent" shall mean all Monthly Base Rent, Pro-Rated Rent and Additional Rent together with any other amounts due and payable by the Tenant under this Lease.
- U. "Right to Purchase Agreement" or "RTP Agreement" shall mean that certain Residential Right to Purchase Agreement of approximately even date herewith (together with any Addenda or amendments thereto), entered into between Landlord and Purchase Right Holder.
- V. "Term" shall have the meaning set forth in Section 2.J.

3. **LEASE TERM.** Subject to the terms and conditions of this Lease, the Right to Purchase Agreement, any other written agreements among the parties pertaining to the Premises, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, for use as a private, single family dwelling/residence only, the Premises commencing on the Commencement Date and ending on the Expiration Date. **Unless Tenant is in default under any provision of this Lease or Purchase Right Holder is in default of the Right to Purchase Agreement, upon each scheduled Expiration Date, the Term of this Lease will automatically renew for one (1) additional Renewal Term unless Tenant shall have given Landlord written notice of Tenant's intention to terminate this Lease effective as of the then-scheduled Expiration Date, which notice must be given at least sixty (60) days prior to the then-scheduled Expiration Date. Each Renewal Term shall be upon the same terms and conditions as are contained in this Lease, except for the amount of the Monthly Base Rent. Notwithstanding anything contained herein or in the Right to Purchase Agreement to the contrary, (a) the Term shall not automatically renew at the end of the Fourth (4th) Renewal Term and (b) the last day of the Term shall be no later than the last day of the Fourth Renewal Term.**



Each Tenant acknowledges and agrees that his or her right to continue leasing and/or occupying the Premises may cease sooner than the scheduled Expiration Date in the event (i) the Purchase Right Holder purchases the Premises, in which event the Term of this Lease shall terminate effective as of the actual Closing Date (as defined in the Right to Purchase Agreement) or (ii) Landlord terminates this Lease in the event of a default by Tenant under this Lease. **If Tenant is in default of this Lease, Landlord shall have the right to exercise Landlord’s Rights and Remedies including the right to terminate this Lease (that would automatically result in a termination of the Right to Purchase Agreement) or the right to notify Tenant that this Lease shall expire upon the expiration of the then-existing Term and shall not automatically renew for any subsequent Renewal Term.** This Lease will not renew on a month-to-month basis under any circumstances. Tenant may have rights under Applicable Laws to terminate this Lease in certain situations involving family violence, sexual assault or military deployment or transfer.

If the Premises is part of an HOA and this Lease, Tenant and/or the Occupants must be approved by such HOA, then this Lease is expressly contingent upon receiving such approvals from the HOA. Any application fee or separate security deposit required by the HOA shall be paid by Landlord. If any required HOA approval is not obtained prior to the Estimated Commencement Date (as same may be extended pursuant to Section 44), then upon notice from Landlord, this Lease shall terminate and Tenant shall receive a return of any Security Deposit and pre-paid Rent. Tenant agrees to use due diligence in applying for HOA approval and to comply with the requirements for obtaining approval. Furthermore, and notwithstanding anything contained in this Lease to the contrary, in the event the HOA should amend or modify any applicable HOA Rules resulting in the restriction or prohibition of Landlord’s right to lease the Premises to Tenant beyond the then-applicable Initial Term or Renewal Term or in the event that the HOA refuses to approve the Lease and/or the Tenant for any applicable Renewal Term, then Landlord shall have the right to terminate the Term of this Lease upon notice to Tenant, which notice shall be given promptly after Landlord has actual knowledge of such HOA restriction or refusal. Upon the giving of such termination notice by Landlord, the Term of this Lease shall terminate and expire effective as of the date set forth in such notice, which date shall be the then-scheduled Expiration Date (or such earlier date as may be required by the HOA) and Tenant shall have no further rights to renew the Term of this Lease.

4. RENT AND LATE CHARGES. Tenant agrees to pay to Landlord the Monthly Base Rent together with any Additional Rent in advance, and without demand, on or before 11:59 p.m. on the first day of every month during the Term at the address contained herein for payment of Rent (or such other address as Landlord may designate in writing to Tenant) or pursuant to an online rent payment system designated by Landlord or Landlord’s Agents). On or before three (3) Business Days after Tenant’s receipt of notice that Landlord has closed on the acquisition of title to the Premises (the “*Pro-Rated Rent Due Date*”), Tenant shall pay to Landlord the Pro-Rated Rent due for the month of the Commencement Date. If the Expiration Date is not the last day of a calendar month, then the Monthly Base Rent for such last month of the Term shall be prorated based upon the number of days in such calendar month. Landlord shall provide Tenant with a Commencement Date Notification identifying the Commencement Date, Expiration Date and Pro-Rated Rent. If the first day of a Renewal Term is not the first day of a calendar month, then the Monthly Base Rent for the month in which it occurs shall be prorated based upon the amounts payable before and after the commencement of such Renewal Term.

Tenant agrees to make all Rent payments on or before the date when due and all Rent shall be paid by check or certified funds (i.e., money order, wire transfer or cashier’s check). If payment is made by personal check, Landlord is authorized to scan the check and convert it into a one-time electronic debit from the bank account against which the check was written. In addition to Landlord’s Rights and Remedies, Tenant agrees to pay a service charge equal to the sum of Forty-Five Dollars (\$45.00) for each check or other bank instrument tendered for payment of any of Tenant’s obligations hereunder that is returned, dishonored or unpaid by the institution upon which it was drawn (whether for insufficient funds, stop payment or any other reason) or is a rejected electronic payment (but in no event an amount that is higher than permitted by Applicable Law) (each, a “*Returned Payment*” and each such service charge, a “*Returned Payment Fee*”). Returned Payment Fees shall be considered Additional Rent. Additionally, after two (2) or more Returned Payments within any rolling twelve-month period or upon the occurrence of a default by Tenant under this Lease, Landlord shall have the right to require Tenant to make all future Rent payments with certified funds (i.e., money order, wire transfer or cashier’s check). Rent sent by U.S. mail or otherwise shall be deemed paid on the date actually received by Landlord or Landlord’s Agent.

If any portion of any required Rent payment is not received by Landlord on or before five (5) days from the date when due including any Returned Payment (each such unpaid amount, an “*Overdue Payment Amount*”), then Tenant shall pay to Landlord, in addition to such Overdue Payment Amount, a “late fee” in the amount of, whichever is highest, (a) Twenty Dollars (\$20.00) or (b) ten percent (10%) of the applicable Overdue Payment Amount (not to exceed the maximum late fee permitted by Applicable Law) (each, a “*Late Payment Fee*”), per month, for each month that any portion of such Overdue Payment Amount remains delinquent, to cover administrative expenses for the late payment. In the event that any such payment is due to a Returned Payment, Tenant shall also pay the Returned Payment Fee in addition to the Late Payment Fee, plus any applicable bank fees. Tenant and Landlord each agrees that the Late Payment Fee is based on a fair and reasonable estimate of uncertain damages and actual expenses incurred by



Landlord as a result of Tenant’s failure to pay Rent when due, and that the amount of actual expenses and damages are not susceptible to precise calculation but include Landlord’s costs of communicating with Tenant regarding the late payment, loss of use of funds, and increased accounting and administrative expenses resulting from the late payment of Rent. Landlord’s acceptance of a Late Payment Fee does not waive any of Landlord’s Rights and Remedies. Any Late Payment Fees shall be automatically due and payable and considered Additional Rent.

Timely payment of all sums due under this Lease by Tenant is an independent covenant of each and every other covenant of this Lease. Tenant agrees that it shall not have the right to deduct, withhold or offset any portion of the Rent from any claim it may have against Landlord, in any action by Tenant, except to the extent expressly authorized by Applicable Laws. Regardless of any notation or restrictions on a check or money order, all sums received by Landlord from Tenant shall be applied to the oldest outstanding monetary obligation owed by Tenant to Landlord (except if Applicable Law requires that it be applied in a different order). After the applicable Rent due date, Landlord is not obligated to accept Rent payments, any Overdue Payment Amounts or Rent in less than the full amount due, and Landlord’s refusal to accept such payments (or acceptance of less than the full amount due) shall not constitute a waiver of any of Landlord’s Rights and Remedies. Should Tenant fail to make timely Rent payments under this Lease, Tenant agrees to pay Landlord’s costs and expenses incurred in collecting any such Rent, together with reasonable attorneys’ fees to the extent permitted under Applicable Law. Furthermore, Tenant’s failure to make timely Rent payments shall constitute a default under this Lease and may result in its termination by Landlord.

5. **SECURITY DEPOSIT.** Upon the last to occur of (i) the full execution and delivery of this Lease and the RTP Agreement and (ii) Landlord’s acquisition of title to the Premises, the Deposit made by Tenant as required by the Document Review Acknowledgment shall automatically convert to and become the Security Deposit required under this Lease. However, if it shall be insufficient to cover the entire required Security Deposit, then Tenant must deposit with Landlord the shortfall within three (3) days after notice from Landlord (but in any event prior to Tenant gaining possession of the Premises). In the event the Deposit exceeds the Security Deposit required, the excess shall be credited against the Rent or Pro-Rated Rent then due. It is understood and agreed that prior to the full execution and delivery of this Lease and the RTP Agreement, all funds deposited by Tenant shall be deemed to be the “Deposit” under the Document Review Acknowledgment and not a security deposit or prepaid rent under this Lease, unless Tenant is otherwise notified in writing by Landlord to the contrary.

The Security Deposit shall be held by Landlord as security for the complete performance by Tenant of each covenant and obligation under this Lease, including the timely payment of Rent. The Security Deposit shall not be considered an advance payment of Rent and Tenant is prohibited from applying any portion of the Security Deposit to Rent or other payments owed to Landlord and may not be used to pay the last month’s Rent. The Security Deposit is not a measure of Tenant's liability for damages. Except and to the extent otherwise required by Applicable Laws, Landlord (a) shall not be required to keep the Security Deposit separate from its other assets but may be commingled therewith and shall have no fiduciary or trust obligations, (b) shall have the right to place the Security Deposit in an interest-bearing or income-producing account and retain any interest or income earned and (c) shall not be obligated to pay and Tenant is not entitled to interest on the Security Deposit. Landlord shall have the right, from time-to-time, without prejudice to any other remedy and without waiving such default, to use all or any portion of the Security Deposit to the extent necessary to cure or attempt to cure, in whole or in part, any default of Tenant under this Lease. Following any such application of the Security Deposit, Tenant shall pay to Landlord, within three (3) days after demand, the amount so applied in order to restore the Security Deposit to its original amount. If Landlord transfers or assigns its interest in the Premises during the Term, Landlord shall assign and transfer the Security Deposit to the transferee or assignee in which event Landlord shall thereafter have no further liability for the return of such Security Deposit.

Upon the expiration or earlier termination of this Lease and within the time periods required by Applicable Law, Landlord will (I) notify Tenant of its intention to impose a claim on the Security Deposit and the reasons for imposing such claim (including an itemized accounting of any set-offs or deductions made by Landlord from the Security Deposit) which reasons may include, but shall not be limited to, the cost of: replacing any missing keys, cleaning the Premises to the extent same was not cleaned in accordance with the terms of this Lease, repairing any damage to the Premises (normal wear and tear excepted), repairing any damage caused by scratches or indentations caused by furniture or other means in wood or resilient floorings within the Premises, cleaning, repairing or replacing more than normal wear and tear on floors and carpeting, repairing, the cost of steam cleaning carpeting, re-painting and performing or taking such other actions as Landlord deems reasonable to eliminate smells of smoke, pets or other odors, restoring or replacing personal property, payment of outstanding Rent obligations pursuant to this Lease, and any other reason permitted by Applicable Law and (II) refund to Tenant the balance of the Security Deposit remaining after permitted deductions and applications have been made therefrom.

If there shall be more than one Tenant who executes this Lease, any deductions to be made from the Security Deposit will be joint and several, and Landlord shall not be liable for any understanding that may exist among two (2) or more Tenants as to the



portion of the Security Deposit that one Tenant may be entitled to, as opposed to another Tenant. Security Deposit refunds may be made by one check payable collectively to all Tenants or, at Landlord’s election, to any one Tenant, and shall be sent to the forwarding address provided by the Tenant Notice Recipient (otherwise, it shall be mailed to the Premises for forwarding by the postal service) in accordance with Sections 25 and 39 below, in which event that Tenant shall be responsible for distribution of such refund and the itemization, if any, to the other Tenants. Tenant is responsible for providing Landlord, in writing, with a forwarding address on or before vacating the Premises.

6. UTILITIES AND SERVICES. In addition to Monthly Base Rent, Tenant shall be responsible for obtaining and paying the cost of all utilities and services provided to the Premises during the Term which are identified as Excluded Utilities & Services (collectively, “*Excluded Utilities & Services*”) on *Attachment A* including any related deposits, connection, disconnection, re-connection or other charges or fees charged by such utility or service provider. **Tenant shall transfer and commence utility service for each of the Excluded Utilities & Services into the name of one or more Tenant no later than 72 hours after the Commencement Date,** it being understood and agreed that if it shall fail to do so, then Tenant shall pay Landlord the sum of Fifty Dollars (\$50.00) as an administrative fee for each month or partial month where Tenant shall have failed to do so (and same shall constitute Additional Rent which the parties agree is a fair and reasonable estimate of uncertain damages and actual expenses incurred by Landlord as a result of Tenant’s failure as aforesaid) and Landlord shall have the right to cause all such Excluded Utilities & Services to be cancelled or disconnected without notice to Tenant. Landlord shall have the right, but not the obligation, to transfer water, sewer and/or garbage/trash removal service into Landlord’s name notwithstanding that they are included within Excluded Utilities & Services (as well as any other Excluded Utilities that Tenant has failed to transfer into Tenant’s name), and bill Tenant for such services to the Premises during the Term as Additional Rent which shall be due and payable with the next Monthly Base Rent payment. Except for amounts billed to Tenant by Landlord, all Excluded Utilities & Services shall be paid by Tenant directly to the service providers. During the Term, Tenant shall not allow Excluded Utilities & Services to be disconnected for any reason including due to Tenant’s failure to pay the same (but excepting only when such failure is due to force majeure beyond Tenant’s reasonable control, or when the applicable system is to be repaired or under repair). Tenant shall pay Landlord, as Additional Rent: (a) the Utility Billing Service Fee along with the Monthly Base Rent for each month where Landlord provides Tenant a bill for reimbursement for any Excluded Utility & Service paid for by Landlord plus (b) the Utility One-Time Fee on or before the date set forth in Section 1.K.

Landlord shall be responsible for payment of the utilities and services which are identified as Included Utilities & Services (collectively, “*Included Utilities & Services*”) on *Attachment A* including any related deposits, charges or fees. Landlord shall not be liable for failure to furnish such Included Utilities when such failure is beyond Landlord’s reasonable control, due to force majeure, or when the applicable system is to be repaired or under repair.

7. PETS. No animals are allowed, even temporarily, anywhere on the Premises without Landlord’s prior written consent, which consent may be withheld in Landlord’s sole discretion. As a condition of obtaining Landlord’s consent, Tenant must sign a separate “Pet Addendum” to this Lease which may require the payment of separate pet fees, separate deposits, pet rents and/or other charges (all of which shall be considered and collectable as Additional Rent for all purposes under this Lease) and which may set limits on the number, types and weight of allowable pets.

8. USE OF PREMISES; COMPLIANCE. The Premises shall be used and occupied only as a private, single-family dwelling/residence by Tenant and the Household Members identified in Section 1.B and no others except as Tenant may notify Landlord in the case of minors who are under 18 years of age. Tenant shall not allow any other person to use or occupy the Premises for more than 14 days within any one calendar month without Landlord’s prior written consent. No part of the Premises shall be used at any time during the Term by any Occupant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private, single-family dwelling/residence; provided, however, that Tenant shall be entitled to have a home-office provided that customers or clients do not visit the Premises and the same does not violate Applicable Laws or the HOA Rules.

Tenant shall ensure that all Occupants comply with all Applicable Laws and HOA Rules as well as any occupancy rules and regulations of Landlord which Landlord may distribute from time to time and failure to comply with same will be considered a default under the terms of this Lease. Tenant shall be responsible for any fees, penalties, charges or payments for violation of any HOA Rules to the extent caused by or on behalf of any Occupant and if Tenant fails to timely pay the same, then Landlord shall have the right to pay them on Tenant’s behalf which payments by Landlord shall be considered Additional Rent to be included with the next Monthly Base Rent payment, it being understood and agreed that Landlord’s obligation to pay HOA dues or fees as part of the Included Utilities & Services shall not include any such payments to the extent due to a violation or alleged violation of HOA Rules by or on behalf of any Occupant.



9. **DISCLOSURE RIGHTS.** If a third party requests information on Tenant or Tenant’s rental history, whether for law-enforcement or governmental purposes or otherwise pursuant to an order of any court of competent jurisdiction, Landlord may provide such information as may be permitted by Applicable Law without claim from Tenant. Landlord shall also have the right to report Overdue Payment Amounts to credit agencies.

10. **MOVE-IN CONDITION OF PREMISES.** Tenant confirms that it has physically inspected the Premises and acknowledges that the Premises are in good order and repair and in a safe and clean condition. No representations as to the condition or repair of the Premises have been made by Landlord prior to or at the execution of this Lease that are not contained in this Lease. Tenant will be provided with a Move-In Condition Form (“*Condition Form*”) for the Premises on or before the Commencement Date and, **within three (3) Business Days after the Commencement Date, Tenant must sign and return the Condition Form to Landlord’s Agent** on which Tenant must note all defects or damage relating to the Premises existing as of the Commencement Date (except to the extent such damage was caused by or on behalf of any Occupant). Tenant acknowledges that any damage to the Premises beyond normal wear and tear which is not so noted on the Condition Form returned by Tenant will be presumed to have been caused by Tenant; therefore, it is important to note any such damage and to timely return the Condition Form. Except for the covenants of Landlord expressly contained in this Lease or other documents executed by Landlord, or as otherwise required or specified by Applicable Laws, Tenant agrees that (a) it is leasing the Premises in its "**AS-IS, WHERE-IS, WITH ALL FAULTS**" condition as of the Effective Date and specifically and expressly without any warranties, representations or guarantees, either express or implied, as to its condition, fitness for any particular purpose, merchantability or any other warranty of any kind, nature, or type whatsoever from or on behalf of Landlord, and (b) Landlord has no obligation to perform any work, supply any materials, incur any expense or make any alterations or improvements to any portion of the Premises.

Attachment B to this Lease entitled “State and Federal Disclosures” contains a list, summary and/or copies of certain disclosures provided by Landlord to Tenant prior to execution of this Lease and by its execution of this Lease, Tenant acknowledges receipt thereof.

Landlord shall not discriminate against Tenant in the provision of services or in any other manner on the basis of race, religion, sex, national origin, familial status or disability, nor on the basis of any class protected by Applicable Law.

11. **TENANT SAFETY AND PROPERTY LOSS.** Each Occupant must exercise due care for their safety and security, especially in the use of smoke and carbon monoxide detectors, keyed deadbolt locks, window latches and other safety or security devices. Tenant must promptly notify Landlord in the event any window or door locks are inoperable. Unless Landlord instructs otherwise, during freezing weather conditions, Tenant must keep the Premises heated to at least 50 degrees Fahrenheit. Tenant will be liable for damage to the Premises and others’ property if damage is caused due to violation of these requirements including but not limited to, by frozen, leaking or broken water pipes. Tenant shall be responsible for maintaining the Premises (including sidewalks and driveways) reasonably clean and free from dirt, weeds and rubbish, snow and ice (including salting when necessary) so that same are in a safe condition. Landlord has the right, but no obligation, to remove any ice, sleet, snow, dirt, weeds and rubbish, and the cost thereof shall be considered and collectable as Additional Rent. Landlord makes no promise or in any way guarantees the safety or security of any Occupant against the criminal actions of other Occupants or third parties, it being understood and agreed that the responsibility of protecting Occupants and their property, family, guests, agents and invitees from acts of crime is solely the responsibility of Tenant and law enforcement agencies. Landlord has not in any way stated or implied to Tenant that the security of any person or property was or is provided or that the Premises and/or surrounding neighborhood has been or will be free of crime.

Landlord shall (a) not be liable to any Occupant for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism or other crimes, (b) not be obligated to furnish security personnel, security lighting, security gates or fences, alarm systems or other forms of security, and (c) not be responsible for obtaining criminal-history checks on any Occupant. If Tenant or any Occupant is affected by a crime involving damage to person or property or theft in or about the Premises, Tenant must promptly notify Landlord and provide a written report to Landlord and to the appropriate law-enforcement agency and Tenant also must furnish Landlord with the law-enforcement agency’s incident report number upon request. **Tenant should dial 911 or immediately call local rescue/emergency, fire, or police personnel in case of accident, fire, smoke, suspected criminal activity, or other emergency involving imminent damage or harm in or about the Premises.**

12. **INSURANCE; LIMITATION OF LIABILITY.** Landlord is not an insurer and does not maintain insurance to cover the personal property, possessions or personal injury of any Occupant. Except to the extent required by Applicable Laws, Landlord shall not be liable for any destruction, damage, loss of personal property, possessions or personal injury to any Occupant (including as may be occasioned by fire, smoke, mold, rain, flood, leaking plumbing, gas or water pipes, water, snow, hail, ice, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane or other causes) or for any damage arising from acts, omissions or



neglect of Landlord or anyone claiming through Landlord, all of which are expressly waived by Tenant, to the maximum extent waivable under Applicable Law.

Tenant agrees that all damage to personal property and possessions and any personal injury of any Occupant in the Premises shall be at the risk of the owner of such personal property. During the Term, Tenant shall maintain in full force and effect, renter's insurance ("Renter's Insurance") on an occurrence basis which must include (1) general liability coverage in an amount of not less than \$300,000.00 (or such higher amount as may be required by any Pool/Spa or other Addendum now or hereafter made a part of this Lease) and (2) personal property coverage in an amount that Tenant deems sufficient to cover the repair or replacement costs of any loss to Tenant's personal property located at the Premises. Tenant is required to (a) cause Landlord to be named as an "additional interested party" (or similar status) on the general liability portion of the Renter's Insurance policy, (b) cause the insurer or agent to provide Landlord with written evidence of such insurance prior to taking possession of the Premises (e.g., by delivery of a certificate of insurance) and (c) take all actions necessary for Landlord to be notified by the issuer of the Renter's Insurance if such coverage is terminated or not renewed (i.e., the issuer of such insurance must agree to name Landlord as an additional interested party and provide at least 30 days' prior written notice to Landlord of its intention to cancel or not renew such policy, 10 days for nonpayment). Unless Landlord otherwise indicates in writing, evidence of insurance required to be maintained by Tenant pursuant to this Lease shall be delivered by Tenant to Landlord's Agent at the address indicated in Section 1.C.

Tenant's failure to maintain or provide evidence of the required Renter's Insurance is a default under this Lease and may result in, with or without notice to Tenant and/or Tenant's opportunity to cure (except as otherwise provided by Applicable Laws), Landlord's purchasing insurance up to the amounts specified herein for Renter's Insurance (such insurance being referred to herein as "Replacement Renter Insurance"), in which event (A) the cost of such Replacement Renter Insurance plus an administrative fee in the amount of \$3.00 for each month or partial month during the period during which such Replacement Renter Insurance is applicable (or, if lower, the maximum amount of such administrative fee as is permitted by Applicable Law, it being understood and agreed that such administrative fee is a fair and reasonable estimate of actual expenses incurred by Landlord as a result of having to obtain the Replacement Renter Insurance and that the amount of actual expenses are not susceptible to ready calculation but include Landlord's costs of communicating with Tenant, and increased accounting and administrative expenses resulting from Tenant's failure to provide Landlord with evidence of the required Renter's Insurance) shall constitute Additional Rent payable by Tenant with Tenant's next Monthly Base Rent payment due, (B) Landlord shall not be obligated to include Tenant as an insured on such Replacement Renter Insurance (or if included, Tenant may be a secondary beneficiary under such policy while Landlord is the primary beneficiary thereof), (C) Landlord shall not be obligated to include Tenant's personal belongings in the coverage of such Replacement Renter Insurance, and (D) Landlord shall have no liability for failure to obtain any Replacement Renter Insurance or for the failure of such insurance to cover Tenant's belongings. **Any Replacement Renter Insurance policy obtained by Landlord shall terminate contemporaneously with the expiration or termination of this Lease.** At least fifteen (15) days prior to the cancellation or expiration of each policy of Renter's Insurance, Tenant shall provide Landlord with written evidence of renewal thereof and payment of the premium therefor. Any Renter's Insurance maintained (or required to be maintained) by Tenant hereunder shall be primary to any insurance carried independently by Landlord, and Tenant agrees to look solely to, and seek recovery only from, Tenant's insurance carriers in the event of a loss. To the maximum extent allowed under Applicable Laws, Tenant hereby waives and releases every right and claim against Landlord Indemnitees and their respective insurance companies for any and all losses or damages to the Premises, the contents thereof or injury or death to any person, except to the extent such loss, damage or injury is due to Landlord's gross negligence.

13. SUBLET; ASSIGNMENT. Tenant shall not (a) assign this Lease (in whole or in part), (b) sublet or grant any license to use the Premises (in whole or in part), nor (c) permit the transfer of any interest in the Premises acquired through this Lease. Any assignment, subletting or license in violation of this Section shall be null and void and shall, at Landlord's option, be a default under this Lease for which Landlord may terminate the same. Subject to Applicable Laws, Landlord shall have the absolute right to transfer and/or assign, in whole or in part, all of its rights and obligations under this Lease and in the Premises whereupon (i) Landlord shall be released from any further obligations under this Lease and (ii) Tenant shall look solely to such successor in interest of Landlord for the performance of such obligations, subject to Landlord's transfer of the remaining Security Deposit in accordance with Section 5. The Premises shall not be used or occupied as a hotel or for any other transient use, rented for any short-term basis, nor advertised or listed for rental on sites such as Airbnb, craigslist or the like.

14. ALTERATIONS AND IMPROVEMENTS. Tenant will use customary diligence in maintaining the Premises and will not make or permit any alterations or improvements to any part of the Premises (including painting, wall papering and other decorating or installation of any appliances or other equipment of any kind [except those that only need to merely be plugged into an outlet]), nor allow any signs or placards posted or placed thereon, without the prior written consent of Landlord, which consent may be withheld in Landlord's reasonable discretion. Landlord will permit Tenant to install a satellite dish, antennas or cables for personal, private use on the Premises only if Tenant so requests in advance of any installation and enters into a separate Satellite Dish and



Antenna Addendum in such form as Landlord may reasonably require governing such installation and use. Any such installation must be performed in a professional manner and in conformity with any applicable HOA Rules. In no event shall any such work or equipment penetrate the roof of the Premises nor do anything which could void any warranties on any portion of the Premises.

Tenant shall not alter, damage, disable or remove any part of the Premises or property therefrom including alarm systems, telephone and internet/television cables or wiring, screens, locks, security devices or fire extinguishers. Any alterations or improvements that are made to the Premises (whether made by Tenant or Landlord) will become the property of Landlord and will remain upon termination of this Lease. Should Landlord give its prior written consent to any alterations or improvements, Tenant shall promptly pay for same in full and shall obtain lien waivers from all third party vendors as Landlord may require. Tenant shall not create or permit to be created any mechanic, contractor, materialman or other liens or security interests against the Premises. Tenant shall be responsible for all costs and expenses incurred by Landlord for repair or restoration as a result of any alterations or improvements made by or on behalf of Tenant to the Premises (whether approved or unapproved by Landlord, however, if the same were not approved by Landlord, Landlord shall have the right to restore the Premises to the condition existing on the Commencement Date and the cost of such restoration shall be borne by Tenant), including all attorneys' fees and costs incurred to remove any liens from the Premises, all of which shall be considered Additional Rent.

15. **KEYS; LOCKS; DAMAGE CHARGE LIST.** Locks to the Premises have been changed or re-keyed or the access code changed prior to the Commencement Date. Tenant will be provided two (2) copies of keys for each lock on the Premises and one (1) access device for remote garage access (if applicable) on the Premises and Tenant shall pay for any other keys, access device, or locks replaced by Landlord. No additional alarm systems, lock changes, additions or re-keying is permitted unless Landlord has given prior written consent thereto. Tenant shall not remove any locks from the Premises, even if installed by Tenant. The cost of Landlord or its agent opening or re-keying the Premises if Tenant is locked out or loses keys and requires or requests access to the Premises or re-keying to the Premises shall be borne by Tenant as Additional Rent.

16. **MAINTENANCE AND REPAIR.** Subject to the terms of this Section, Sections 8 and 17 hereof, Landlord shall use reasonable efforts to maintain, at its cost (but subject to the terms of the Right to Purchase Agreement): (1) the foundations, roof, exterior walls, structural members and mechanical systems (including HVAC systems, hot water heater, electrical and plumbing systems and sump pump, if any) of the residence located at the Premises, in habitable condition, together with (2) any items which are required by Applicable Laws to be maintained by Landlord. Landlord shall not be required to repaint, re-carpet or re-finish the floors of the Premises either prior to or during the Term (unless same is included within "Landlord Work," in the Renovation Addendum For Landlord Work) nor to repair conditions caused by any Occupants. Any appliances contained in the Premises are provided for the Tenant's convenience and Landlord does not warrant the fitness or uninterrupted use or enjoyment of such appliances by Tenant and Landlord shall not be liable for any damages caused by such appliances' failure nor for their repair or replacement except Landlord shall exercise reasonable efforts to cause the following appliances to be in working order throughout the Term (except if such failure is caused by an Occupant), to the extent same were provided by Landlord as of the Commencement Date: refrigerator, dishwasher, oven and stove. Landlord shall not be responsible for any appliances owned by Tenant. Any interruption of Tenant's use and enjoyment of appliances shall not constitute "constructive eviction," nor form the basis for any defense, set-off or counter-claim by Tenant. Tenant shall be responsible for the maintenance, repair and replacement of all appliances owned by Tenant and for all damage caused by them, including if Tenant fails to remove any appliances from the Premises on or before the last day of the Term. Nothing set forth herein is intended to abrogate or waive any obligations of Landlord required by Applicable Laws to repair conditions at the Premises.

Tenant shall, at Tenant's expense, maintain the Premises (including all appliances, systems and fixtures located thereon but excluding only those items which are required to be maintained by Landlord) and keep same in a clean, safe and healthy condition and in good working order, at all times during the Term, and shall suffer no waste therein, and shall be responsible for payment of the cost of (a) all repairs, maintenance or replacement required to the Premises, including the walls, windows, storms doors/windows and screens, ceilings, paint, plastering, plumbing work, pipes, appliances and fixtures belonging to the Premises, whenever such damage or injury to the same shall have resulted from misuse, waste or neglect by any Occupant, and (b) any and all repairs, maintenance or replacement required to the Premises that shall be necessary to restore the Premises to the same condition as when Tenant took possession of the Premises (including any work performed by Landlord thereafter), normal wear and tear excepted. Landlord shall have the right to cause such repairs, maintenance or replacements described in this Section 16 to be made and to recover all costs and expenses relating thereto from Tenant as Additional Rent and shall be due and payable with the next Monthly Base Rent payment after receipt of notification from Landlord of the costs thereof. Unless otherwise permitted by Applicable Laws, Tenant shall not, without the prior written consent of Landlord, have the right to make repairs to the Premises and set them off or deduct them against Rent due or otherwise withhold Rent (including Monthly Base Rent or Additional Rent). **The amount of Rent was agreed upon based on the express understanding that Tenant will be responsible for the maintenance**



needs of the Premises as provided in this Lease and in the absence of Tenant’s agreement to maintain the Premises at its cost in accordance with the terms of this Lease, Landlord would have charged a higher rent amount.

Tenant shall maintain the garden, landscaping, trees and shrubs located at the Premises and provide regular and routine landscape care. Tenant agrees to water, on a regular and routine basis, the lawn and landscaping at the Premises but shall observe all Applicable Laws and HOA Rules pertaining thereto, such as times watering is permitted.

Tenant shall be charged an amount equal to \$75.00 (or such higher amount as may be charged for no-shows by the service provider) (“*No-Show Fee*”) any time that Landlord shall have the right or shall be obligated to perform work or inspections or Landlord’s Agents are entitled to show the Premises to the extent Landlord or Landlord’s Agent has (A) scheduled an appointment with Tenant and (B) Tenant was not at the Premises at the scheduled time of the appointment or Tenant has repeatedly refused to schedule an appointment. Additionally, Landlord reserves the right to charge Tenant a fee for each service call (“*Service Call Fee*”) resulting from Tenant’s maintenance or repair request regarding the Premises (in addition to any other charges which Tenant may be responsible in connection with such service call); provided, however, (x) no Service Call Fee shall exceed the sum of \$35.00 and (y) Service Call Fees shall be waived if the service call relates solely to an item that Landlord is required to maintain pursuant to the first grammatical paragraph of this Section 16. No-Show Fees and Service Call Fees shall constitute and be collectable as Additional Rent.

Tenant shall, at Tenant’s expense: (aa) take all such actions as are reasonably necessary to promptly eliminate any dangerous condition on the Premises, (bb) not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous, such as kerosene or fuel oil heaters which are expressly prohibited, (cc) know the location and operation of the main water cut-off valve and all electric breakers and how to switch the valve or breakers off at appropriate times to mitigate any potential damage, (dd) keep the Premises and exterior in a neat and sanitary condition and in compliance with all applicable health and safety regulations, Applicable Laws and HOA Rules, (ee) supply and immediately replace at Tenant’s cost: (1) all light bulbs, fluorescent tubes, and batteries for smoke detectors and carbon monoxide detectors, garage door openers, ceiling fan remotes and (2) air conditioning/furnace filters at least once every three (3) calendar months, (ff) inspect and maintain in compliance with the information tag thereon, all Landlord-supplied fire extinguishers, if any, it being understood and agreed that any fire extinguishers supplied are without charge for convenience of Tenant only and no warranty is made as to their sufficiency for the Premises, and (gg) use reasonable efforts (including providing appropriate climate control) to maintain the Premises in such a condition as to prevent the accumulation of moisture and the growth of mold or mildew in the Premises and remove any standing water from the Premises. No waterbeds or other liquid-filled furniture are permitted inside the Premises.

Applicable Laws may require that the Premises be equipped with carbon monoxide or smoke detectors and/or other detectors in certain locations. Requests from Tenant for additional installation, inspection or repair of any detectors provided by Landlord must be in writing and delivered to Landlord. Disconnecting, relocating, damaging or disturbing a carbon monoxide, smoke or other detector or removing a battery without immediately replacing it with a working battery are expressly prohibited by this Lease and may subject Tenant to civil penalties and liability for damages and attorneys’ fees. Tenant agrees that it shall check the operation of each detector at least monthly, change each battery, at Tenant’s cost, at least once every six (6) months and immediately notify Landlord if it becomes aware that the detectors cease working at any time.

17. DAMAGE TO PREMISES. Tenant must promptly reimburse Landlord for all loss, damage, government or HOA fines, and cost/expenses of repairs or service to the extent caused by an Occupant or resulting from a violation of Tenant’s obligations under this Lease (including damages resulting from Tenant’s failure to maintain utilities or services resulting in damage to the Premises such as from frozen pipes). Tenant shall provide Landlord with immediate notice of any fire or other casualty that occurs and causes damage to the Premises.

If (a) the Premises are destroyed or rendered wholly or partially uninhabitable by fire, storm, earthquake or other casualty, or (b) Landlord reasonably believes that such damage to the Premises is catastrophic or substantial (for example, if water enters the Premises in significant amounts), or (c) performance of needed repairs to the Premises would pose a danger to the Occupants, then Landlord shall notify Tenant within thirty (30) days after Landlord becomes aware of such casualty whether Landlord has elected to repair the Premises or terminate this Lease (including the effective date of such termination). If the Premises are not habitable and repairing the Premises would be expected to take more than thirty (30) days from the date of such casualty, then Tenant shall have the right to terminate this Lease upon written notice given to Landlord within ten (10) days after such casualty. The Term shall expire upon receipt of a termination notice from the other party given pursuant to this Section (or the termination date set forth in such notice if from Landlord), Landlord shall have the right to remove Tenant’s personal property and belongings from the Premises if Landlord believes they would cause a health or safety hazard (including the creation of mold in the event of water infiltration) and



Landlord shall refund any prepaid Rent (on a pro-rata basis) accruing from and after the date of such termination. Tenant shall be responsible for all costs and expenses incurred by Landlord to repair or restore the Premises to the condition it was in immediately prior to the fire or other casualty to the extent the damage was caused by any Occupant. Landlord shall not be obligated to repair or restore the Premises if insurance proceeds are insufficient to complete same.

18. **REQUESTS, REPAIRS, MALFUNCTIONS.** All notices and requests (e.g., for repairs, installations, services or security related matters) from Tenant must be in writing (except in the case of emergencies). **IN CASE OF EMERGENCIES SUCH AS FIRE, SMOKE, GAS, EXPLOSION, OVERFLOWING SEWAGE, UNCONTROLLABLE RUNNING WATER, WATER LEAKS, ELECTRICAL SHORTS OR CRIME IN PROGRESS OR OTHER EMERGENCY SITUATION, TENANT MUST PROMPTLY NOTIFY LANDLORD AND LANDLORD’S AGENTS BY TELEPHONE OR ELECTRONIC MAIL IN ADDITION TO THE** FOREGOING FORMAL NOTICE REQUIREMENT. Landlord’s written notes or responses to Tenant’s verbal requests do not constitute a written request from Tenant and do not waive the strict requirement for written notices under this Lease. Tenant must promptly notify Landlord of any conditions that pose a hazard to the Premises, personal property, health, or safety of the Tenant or any Occupants, including but not limited to electrical problems, malfunctioning lights, broken or missing locks or latches. Air conditioning problems are not emergencies; however, if air conditioning or other equipment malfunctions, Tenant must notify Landlord as soon as possible. Landlord may change or install utility lines or equipment serving the Premises if the work is done without unreasonably and substantially increasing Tenant’s utility costs. Landlord may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, Tenant must notify Landlord immediately. Landlord will act with reasonable diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received. Rent will not abate in whole or in part except to the extent required under Applicable Laws.

19. **LANDLORD’S RIGHT OF ENTRY AND ACCESS.** Except to the extent prohibited by Applicable Law, Landlord and Landlord’s Agents shall have the right (but not the obligation) to enter the interior and exterior of the Premises at all reasonable times with reasonable notice (which notice shall be at least 24 hours in advance of the intended entry unless Tenant otherwise agrees to a shorter notice period), and at all times in the event of an emergency, in order to inspect, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, test smoke and other detectors, or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workmen or contractors, or enforce the provisions of this Lease. Tenant shall not unreasonably withhold consent (to the extent such consent is required by Applicable Law) to Landlord’s entering the Premises at a specified time where the Landlord has given at least one day's notice of intent to enter. Tenant will allow Landlord to have prominently placed upon the Premises, at all times, “For Rent/Lease/Sale” notices or similarly worded notices and will not interfere therewith, it being understood and agreed that Landlord shall not post such signs unless Tenant is in default under this Lease or during the two (2) months prior to the scheduled Expiration Date if Tenant shall have provided notice of its intention not to renew this Lease or if there shall be no remaining Renewal Term.

Landlord’s Agents are authorized to place and use a keysafe/lockbox (“*Keybox*”) on the Premises containing a key to the Premises which is opened by a special combination, key or programmed access device so that persons with the access device may, in Tenant’s absence, access the interior of the home from time to time in order to show it to prospective residents or purchasers during the last two (2) months prior to the then-scheduled Expiration Date. Tenant shall have the right to withdraw Tenant’s authorization to use a Keybox by providing written notice to Landlord in which event Landlord will remove the Keybox within a reasonable period of time. Landlord’s removal of the Keybox does not alleviate Tenant’s obligation to make the Premises available for showings and inspections pursuant to this Lease. If Landlord’s Agent has given Tenant the requisite notice of their intent to access the Premises in order to show it to prospective residents or purchasers and are denied or are not able to access the Premises because either of Tenant’s failure to make it accessible or is absent after having scheduled a time for a showing, then as consideration for the withdrawal of the Keybox, Landlord shall have the right to charge Tenant a “*No-Show Fee*” in the amount of \$75.00 for each time that Landlord or Landlord’s Agent shall have the right to show the Premises pursuant to this Section and Tenant has either (A) refused to schedule an appointment for at the time requested for such showing or (B) Tenant was not at the Premises at the scheduled appointment time. The Keybox is a convenience but involves risk (such as unauthorized entry, theft, property damage, or personal injury) and Landlord and Landlord’s Agents are not responsible to any Occupants for any damages, injuries, or losses arising from use of the Keybox. Tenant acknowledges that Landlord has advised Tenant of the need for safeguarding and insuring Tenant’s personal property and valuables located on the Premises. During any inspection of the Premises, Tenant hereby authorizes Landlord and Landlord’s Agents to take videos or photographs or other images of the interior and exterior of the Premises and to use same in any advertisements to lease or sell the Premises as well as to document the condition of the Premises.

20. **SUBORDINATION; ATTORNMENT; ESTOPPEL CERTIFICATES.** This Lease and Tenant’s interest hereunder are and shall be subject to and subordinate, junior and inferior to (a) any and all mortgages, deeds of trust, deeds to secure debt, security devices, liens or encumbrances now or hereafter placed on or against any part of the Premises and any and all renewals,



extensions or modifications thereof (“*Liens*”) and to any and all advances now or hereafter made under any such Liens (including future advances) and the interest payable on such Liens, (b) any restrictive covenants affecting the Premises, (c) the rights of any HOA affecting the Premises (including any HOA Rules), and (d) any existing or future deeds placed on the Premises. Upon Landlord’s request, Tenant will execute such instruments evidencing such subordination at Landlord’s request and shall recognize and attorn to any successor to Landlord’s interest in this Lease (including a mortgagee or other person acquiring Landlord’s interest by way of foreclosure, deed in lieu of foreclosure or other proceedings) as “Landlord” hereunder. Tenant shall within ten (10) days after receiving a request from Landlord, provide a certificate signed by Tenant stating whether or not all conditions under this Lease to be performed by Landlord prior the date of such certificate have been satisfied and whether or not Landlord is then in default in the performance of any covenant, agreement or condition contained in this Lease and specifying, if any, each such unsatisfied condition and each such default. Landlord and anyone identified in such estoppel shall have the right to rely upon the information provided by Tenant therein.

Upon the first day of each Renewal Term, each person constituting Tenant shall be deemed to have acknowledged and agreed that as of such date: (i) Tenant has no claims arising under this Lease against Landlord or Landlord’s Agents, (ii) to the best of his/her knowledge, Tenant is not aware of any default or failure on the part of Landlord to keep or perform any covenant, condition or undertaking to be kept or performed by Landlord under this Lease, and (iii) the Premises is in good working order and repair.

21. TIME IS OF THE ESSENCE. Tenant agrees that time is of the essence for any and all payments, charges, costs and expenses required to be paid by Tenant and the performance of each and every covenant, term, agreement and condition hereunder including but not limited to the giving of notices, and Tenant shall be held in strict compliance with the same.

22. TENANT’S HOLDOVER. If Tenant continues to occupy any portion of the Premises after the expiration or other termination of this Lease or the termination of Tenant's right of possession, then such occupancy shall not constitute a tenancy-at-will by Tenant but shall be that of a tenancy at sufferance. Tenant shall, throughout the entire holdover period, be subject to all the terms and provisions of this Lease and, subject to Applicable Law, shall pay for its use and occupancy of the Premises an amount (on a per month basis without reduction for any partial months during any such holdover) equal to one hundred fifty percent (150%) of the Monthly Base Rent for the then-existing Term beyond which Tenant retained possession plus applicable Additional Rent and any other damages suffered by Landlord as a result of the holdover including the loss of prospective income and/or claims for damages asserted by a successor tenant or purchaser. No holding over by Tenant or payments of money by Tenant to Landlord after the expiration of the Term shall be construed to extend the Term or prevent Landlord from recovery of immediate possession of the Premises by summary proceedings or otherwise and Landlord shall be entitled to exercise any of Landlord’s Rights and Remedies and recover from Tenant all damages sustained as a result of Tenant’s failure to vacate the Premises, including direct and consequential damages, lost rent, court costs and reasonable attorneys’ fees, to the extent permitted or provided for by Applicable Laws.

23. RELEASE; INDEMNIFICATION; LIMITATION OF LIABILITY. There are some limitations on Tenant’s ability to bring an action against Landlord which are described in this Section. Some of these limitations are, however, subject to Applicable Laws. Tenant, on behalf of all Occupants (and their respective personal representatives, heirs, executors, administrators, agents and permitted assigns), agrees that (a) Landlord Indemnitees shall not be liable for any injury or harm to any person or property caused by a defective condition of the Premises to the greatest extent permitted by Applicable Laws and (b) all Occupants release and discharge the Landlord Indemnitees from any and all suits, actions, causes of action, damages, demands, claims, liabilities, judgments, fines, penalties and costs, and fees and expenses including, without limitation, reasonable attorneys’ fees and costs of enforcement for the subject matter therein, whether known or unknown (collectively, “*Claims*”) arising out of Occupants’ use of, or acts or omissions in or about the Premises, or this Lease, except to the extent such Claims are due to Landlord’s gross negligence.

TENANT ACKNOWLEDGES THAT, TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAWS: (i) TENANT HAS CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTANDS THAT IT IS A RELEASE OF LIABILITY, and (ii) ON BEHALF OF ALL OCCUPANTS, TENANT IS RELEASING THE LANDLORD INDEMNITEES FROM, AND WAIVING ANY RIGHTS WHICH SUCH OCCUPANTS MAY HAVE, TO BRING OR ASSERT A CLAIM OR ACTION AGAINST THE LANDLORD INDEMNITEES, WITH RESPECT TO ANY CLAIMS AGAINST ANY LANDLORD INDEMNITEES, THE PREMISES OR THIS LEASE.

Tenant shall indemnify, protect, defend and hold Landlord Indemnitees harmless from any and all Claims associated with any injury or harm to any person or property occurring on or about the Premises including but not limited to any breach by Tenant of this Lease and/or any damage or liability caused by any Occupant during the Lease Term, except to the extent that the injury or harm is caused by the gross negligence on the part of Landlord.



Any liability of Landlord under this Lease shall be limited solely to its interest in the Premises or the proceeds therefrom and in no event shall any individual or personal liability be asserted against Landlord or any Landlord Indemnitees in connection with this Lease or the Premises nor shall any recourse be had to any other property or assets of any Landlord Indemnitees. In no event shall Landlord be liable for consequential or punitive damages as a result of a breach or default under or otherwise in connection with this Lease. None of Landlord’s Agents shall be personally liable for any of Landlord’s contractual, statutory, or other obligations merely by virtue of acting on Landlord’s behalf. All provisions contained in this Lease regarding Landlord’s non-liability and non-duty apply to Landlord’s Agents.

24. **DEFAULT.** If (a) Tenant fails to comply with any of the provisions of this Lease (including but not limited to the failure to timely pay Rent or perform any other obligations under this Lease) and fails to cure such default within any applicable notice or cure periods contained in this Lease, (b) the Right to Purchase Agreement is terminated due to a default on the part of the Purchase Right Holder, or (c) the Executed Purchase Contract is terminated due to a default on the part of the purchaser thereunder, then such default shall constitute a default under this Lease and Landlord shall have the right, at any time thereafter, at its election, without limiting Landlord’s Rights and Remedies, to do any one or more of the following: (i) terminate this Lease, (ii) terminate Tenant’s right of possession of the Premises (including that of any Occupants), (iii) terminate the Right to Purchase Agreement and/or Executed Purchase Contract, if applicable, (iv) exercise any of Landlord’s Rights and Remedies, and/or (v) re-enter the Premises or any part thereof, with or without (to the extent permitted by Applicable Laws) notice or process of law, regain possession thereof, and remove Tenant and any Occupants therefrom. To the extent not prohibited by Applicable Laws, upon any default by Tenant, all Rent for the remainder of the Term will be accelerated and will be immediately due and payable together with such expenses as Landlord may incur including, but not limited to, attorney’s fees, court costs and constable fees, brokerage fees and costs of putting the Premises in good order and/or preparing the Premises for re-rental. Tenant’s right of possession may be terminated without terminating Tenant’s liability to pay Rent.

25. **MULTIPLE TENANTS.** Each person constituting Tenant (should there be more than one) is and shall be jointly and severally liable for all obligations of Tenant under this Lease. If there is a violation of this Lease by any one Occupant, then all persons constituting Tenant will be considered to have violated this Lease. Each person constituting Tenant irrevocably acknowledges and agrees that Landlord’s requests and notices required or permitted to be sent pursuant to the terms of this Lease shall be sent to the Tenant Notice Recipient at the Premises and such notice shall conclusively constitute notice to all persons constituting Tenant and Occupant. Notices and requests from any Tenant to Landlord (including notices of Lease termination, repair requests, and entry permissions) shall constitute notice from all persons constituting Tenant. Tenant shall have the right to change the person identified as the Tenant Notice Recipient pursuant to a notice to Landlord signed by all of the Tenants identifying such new Tenant Notice Recipient. Tenant shall cause the Tenant Notice Recipient to be the same person who is identified as the Purchase Right Holder Notice Recipient under the Right to Purchase Agreement.

26. **SURRENDER; ABANDONMENT; RIGHT TO RE-LET.** If at any time during the Term, Tenant surrenders, abandons or vacates the Premises (or any material part thereof), Landlord shall have the right, at its option, to re-enter and obtain possession of the Premises and without becoming liable to Tenant for damages or for any payment of any kind whatsoever. Tenant shall give Landlord notice of any anticipated extended absence from the Premises of more than fourteen (14) days. If Tenant is absent from the Premises for three (3) consecutive weeks without notifying Landlord in writing of Tenant’s absence, Landlord may deem the Premises abandoned unless there is no outstanding default in the payment of Rent. Landlord may, at its discretion, on behalf of Tenant, re-let the Premises for such rent and on such other terms and conditions as Landlord may see fit, including re-letting Premises, for the whole or any part of the then unexpired Term. Landlord shall have the right to receive and collect all rent payable by virtue of such re-letting and, at Landlord’s option, hold Tenant liable for any difference between: (i) the Rent that would have been payable under this Lease during the balance of the unexpired Term as if this Lease had continued in force, and (ii) the net rent for such period realized by Landlord by means of such re-letting. If Landlord’s right of re-entry is exercised following abandonment, surrender or vacation of the Premises by Tenant or at any time after the Term has expired or been terminated, then Landlord shall have the right to consider any personal property left on the Premises to also have been abandoned and title thereto shall automatically transfer to Landlord without the necessity of a bill of sale and Landlord may, at its election, dispose of such personal property in any manner allowed by Applicable Law which Landlord, at its sole discretion, determines is appropriate, including, without limitation: (a) disposing of such personal property in the trash or a landfill; (b) giving such personal property to a charitable organization; and/or (c) storing and selling such personal property, and Tenant shall be liable for reimbursing Landlord for all of Landlord’s reasonable costs for packing, removing, storing and/or selling the personal property left in the Premises after surrender or abandonment to the extent permitted by Applicable Law. Tenant agrees that the value of any personal property left in the Premises after Tenant’s move-out has a value of \$0. Surrender, abandonment, or judicial eviction shall end Tenant’s right of possession for all purposes under this Lease and shall give Landlord the immediate right to: clean up, make repairs in, and re-let the Premises; determine any Security Deposit set-offs or deductions; remove abandoned property left on the Premises; and/or exercise any other of Landlord’s Rights and Remedies.



27. **EMINENT DOMAIN.** If any portion of the Premises is condemned or expropriated by any governmental authority or title thereto is conveyed in lieu of condemnation (“*Eminent Domain*”) in a manner that would prevent lawful occupancy of the remainder of the Premises, then this Lease shall be terminated effective as of the date of such taking, in which event Rent and other charges shall be prorated based upon such termination date and Landlord shall refund to Tenant any Rent or other charges paid in advance. Unless this Lease is so terminated, Rent shall not abate. Landlord shall not be liable to Tenant for any damages, payments, amounts or compensation due or payable to Landlord as a result of Eminent Domain and Landlord shall be entitled to (and Tenant hereby assigns to Landlord) the entire award or compensation and any portion of any compensation awarded for the diminution in value of the leasehold interest or fee of the Premises.

28. **CLEANING PRIOR TO MOVE-OUT.** Tenant shall surrender the Premises to Landlord on the last day of the Term as clean as and otherwise in the same condition as when Tenant took possession of the Premises, normal wear and tear excepted. Prior to the last day of the Term, Tenant must thoroughly clean the entire Premises, all personal property and furniture belonging to Tenant must be removed and all debris removed and placed in appropriate garbage containers. Tenant must follow any move-out cleaning instructions if provided. If Tenant does not clean adequately, as determined in the reasonable discretion of Landlord, Tenant will be liable for reasonable cleaning charges.

29. **MOVE-OUT INSPECTION.** Tenant shall give Landlord prior notice of the date on which Tenant is moving out of the Premises, if prior to the last day of the Term (it being understood and agreed that such move-out notice will not release Tenant from liability for the remainder of the Term). Landlord’s Agent will conduct a move-out inspection of the Premises upon expiration of the Term, it being understood and agreed that Landlord’s Agent has no authority to bind or limit Landlord regarding set-offs or deductions for repairs, damages, or charges for items discussed during any move-out inspection, and any statements or estimates made by Landlord’s Agent during or after any inspection are subject to correction, modification, or disapproval before Tenant is provided with final refunding or accounting. Landlord encourages Tenant to take pictures of the interior and exterior of Premises at the move-out inspection to document the condition of the Premises.

30. **ATTORNEYS’ FEES.** If at any time after the Effective Date, either Landlord or Tenant institutes any action or proceeding against the other relating to the provisions of this Lease, the Right to Purchase Agreement or any other document entered into among the parties hereto pertaining to the Premises, or any default under any of them or the Premises (whether founded in tort, contract, equity or to secure a declaration of rights thereunder), the party not prevailing in the action or proceeding or appeal therefrom will reimburse the prevailing party for its reasonable attorneys’ fees (not to exceed the sum of \$2,000.00 in the aggregate for any such action which amount shall be inclusive of (a) fees incurred at trial or arbitration, any appeal therefrom, or in connection with any bankruptcy proceedings, and (b) all costs and expenses incurred in connection with such action, proceeding, appeal or in collection of any judgment including expert fees, any post-judgment fees and costs). Such fees and costs may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision. The term “prevailing party” shall include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense.

31. **RENT AFTER NOTICE OR SUIT.** After giving notice to vacate to Tenant, the service of notice or commencement of a suit (including eviction), or after final judgment for possession of the Premises, Landlord shall have the right to receive, accept and collect any Rent or other sums due, and the payment of such shall not waive or affect said notice, filing or judgment or diminish Landlord’s Rights and Remedies, including right of eviction, or any other contractual or statutory right, as allowed by Applicable Laws. Accepting money at any time does not waive Landlord’s right to damages, or past or future Rent or other sums.

32. **RECORDING.** Tenant shall not record this Lease nor any memorandum hereof in the public records of any public office. In the event that Tenant shall violate such no-recording prohibition, Landlord shall have the right to immediately terminate this Lease and to unilaterally record a termination notice in such public records.

33. **GOVERNING LAW; TRIAL BY JURY; APPLICABLE LAWS.** This Lease shall be governed, construed and interpreted by, through and in accordance with Illinois law, without reference to its conflict of law provisions. The parties agree that any suit or proceeding arising under this Lease shall be brought solely in a federal or state court serving the county in which the Premises is located. Each party consents to the jurisdiction of these courts and waives any objection to jurisdiction or venue. **EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, EACH PARTY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS LEASE. Notwithstanding anything contained in this Lease to the contrary, in the event any of Landlord’s rights, obligations or remedies contained in this Lease are subject to, inconsistent with or are prohibited by the terms of Applicable Laws, then each such provision shall automatically be deemed to have been modified and limited so that it complies with such Applicable Laws** (for example, if Applicable Law requires that Landlord perform an obligation within 3 days but the Lease states that it will be



performed promptly, the 3-day period of time shall govern). Likewise, nothing contained herein is intended to limit or interfere with any rights which are expressly granted to Tenant pursuant to Applicable Laws and which are considered by such Applicable Laws to be non-waivable by Tenant. In construing this Lease and the Right to Purchase Agreement, no provision hereof or thereof shall require the performance or waiver by Tenant of any applicable obligation or right that would violate Applicable Laws and any such provision shall be interpreted so as to comply therewith.

34. **SEVERABILITY.** If any clause, phrase, provision or portion of this Lease or the application thereof, including without limitation, to any person or circumstance, shall, for any reason and to any extent, be invalid or unenforceable under Applicable Laws, such event shall not affect, impair or render invalid or unenforceable, the remainder of this Lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances, but instead the remainder shall remain in full force and effect as though any invalid or unenforceable part was not written into this Lease and shall be enforced to the maximum extent permitted by Applicable Laws. The omission of initials on any page shall not invalidate this Lease.

35. **SURVIVAL.** Notwithstanding anything contained in this Lease to the contrary, all of Landlord’s rights and Tenant’s outstanding payment obligations shall survive the expiration or earlier termination of this Lease, whether by lapse of time or otherwise, and shall not relieve Tenant from Tenant's obligations accruing prior to the expiration of the Term.

36. **CONSTRUCTION; SUCCESSORS; BINDING EFFECT.** The words “Landlord” and “Tenant” wherever used herein shall be construed to mean “Landlords” and “Tenants” in case more than one person constitutes either party to this Lease. The covenants, obligations, conditions and agreements herein shall be binding upon and inure to the benefit of their respective successors, heirs, executors, administrators and permitted assigns. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

37. **NO WAIVER.** All rights and remedies of Landlord provided herein shall be cumulative, the exercise or use of any one or more shall not bar Landlord from the exercise or use of any other right or remedy provided herein or otherwise provided by law nor shall the exercise of any right waive any other right or remedy of Landlord. No waiver of a breach or default by either party shall be deemed a continuing waiver and no indulgence, waiver, election or non-election by Landlord under this Lease or the Right to Purchase Agreement shall affect Tenant’s or Purchase Right Holder’s duties and liabilities hereunder or under the Right to Purchase Agreement, as the case may be. Failure of Landlord to declare any default immediately upon its occurrence, or delay of Landlord in taking any action or pursuing remedies in connection with an event of default shall not constitute a waiver of such default, nor shall it constitute an estoppel against Landlord nor a waiver with respect to any subsequent default. The acceptance by Landlord of Rent hereunder shall not be construed to be a waiver of any breach by Tenant of any term, covenant or condition of this Lease. No act or omission by Landlord or Landlord’s Agents during the Term shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such a surrender shall be valid unless in writing and signed by Landlord. Except when notice or demand is required by statute, Tenant waives any notice and demand for performance from Landlord if Tenant defaults under this Lease. Landlord’s exercising one remedy will not constitute an election or waiver of any other of Landlord’s Rights and Remedies.

38. **ATTORNEY REVIEW.** Tenant acknowledges that (a) it has received a copy of the Right to Purchase Agreement and that it is familiar with the terms thereof, (b) certain terms and provisions of the Right to Purchase Agreement may affect Tenant’s rights under this Lease (and vice versa) and (c) Tenant has had an adequate opportunity to read and study this Lease and the Right to Purchase Agreement (and associated documents) and to consult with legal counsel if Tenant so desired. Accordingly, the terms of this Lease and the Right to Purchase Agreement are not to be construed against any party because of that party’s role in drafting such documents nor construed in favor of any party because that party failed to understand the legal effect of the provisions of such documents.

39. **NOTICES.** Except as otherwise provided elsewhere in this Lease, all notices permitted or required under this Lease shall be in writing and shall be served by one party to the other party (each, a “Notice”) at the addresses set forth below. **If notice is required to be given to Landlord, notice must be sent to both Landlord and Landlord’s Agent at the addresses set forth below.** Notice shall be given in the following manner (or otherwise as permitted by Illinois law): (i) by personal delivery of such Notice (in which event such Notice shall be effective on the date of such delivery); (ii) in the case of Notice to Tenant, Landlord shall have the right to post the Notice upon the front door of the Premises and mail a copy if required by Applicable Law (in which event such Notice shall be effective on the date of such delivery); (iii) in any other manner permitted by Applicable Law; (iv) by mailing the Notice to the addresses contained herein by U.S. regular, registered or certified mail, return receipt requested (in which event such notice shall be effective three (3) Business Days after the date of mailing); (v) by facsimile transmission in which event it shall be effective as of date and time of delivery thereof provided that the Notice transmitted shall be received on a Business Day and during Business Hours and in the event such Notice is received either on a non-Business Day or during non-Business Hours,



then the effective date and time of delivery of such Notice shall be 9:00 a.m. **Central Time** of the first Business Day after delivery; (vi) by electronic mail transmission in which event it shall be effective as of the date and time of the electronic mail transmission, provided that the Notice transmitted shall be sent on a Business Day during Business Hours and recipient shall have acknowledged such transmission (or it can be shown that the transmission was opened by the recipient). In the event an electronic mail transmission Notice is transmitted either during non-Business Hours or a non-Business Day, the effective date and time of Notice shall be 9:00 a.m. **Central Time** of the first Business Day after delivery; or (vii) by a nationally-recognized overnight delivery or courier company (e.g., FedEx) in which event such Notice shall be effective one (1) Business Day after the date of deposit with the courier, shipping prepaid. In addition to the foregoing delivery options, notices from Landlord may be delivered to Tenant via a link to Landlord’s portal.

Notices to Landlord shall be sent to Landlord’s Notice Address in Section 1.C and Notices to Tenant shall be addressed to the Tenant Notice Recipient and sent to the Premises; provided, however, that if a physical mailing address other than the Premises is inserted in Section 1.H as Tenant’s Notice Address, then such address shall be used solely for the mailing by U.S. regular mail of an informational copy of Notices otherwise sent to the Premises, it being agreed that Landlord’s failure to send such informational copy shall not affect the effectiveness of Notices sent to the Premises or otherwise delivered in accordance with this Section. The person identified as the Tenant Notice Recipient in Section 1.I is authorized to deliver and accept Notices on behalf of all Tenants and Occupants pursuant to Section 25 above. **THERE SHALL BE ONLY ONE DESIGNATED TENANT NOTICE RECIPIENT.**

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this Section (or, in the case of notices to Tenant Notice Recipient, where an informational copy is to be sent) by written notice thereof to the other party. Written notice from Landlord, Landlord’s Agent or Landlord’s attorney shall constitute notice from Landlord. Any person giving a notice under this Lease should retain a copy of the memo, letter, or facsimile document that was given. Facsimiles and portable document format (pdf) signatures are binding. All notices must be signed (if by email, signature may be typed within the email). Tenant must give Landlord Tenant’s forwarding address in writing within five (5) days after the Expiration Date.

40. DESCRIPTIVE HEADINGS; ENTIRE AGREEMENT; MODIFICATION. The descriptive headings used herein are for convenience of reference only, and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant. This Lease, together with any Addenda and attachments hereto which are by this reference incorporated herein and made a part hereof, the Right to Purchase Agreement, the Document Review Acknowledgment signed by Tenant, together with any other written documents signed by Landlord and/or Tenant and delivered to the other, constitute the complete and entire agreement among the parties with respect to the Premises, and no representations or oral statements of either party are binding unless contained herein or therein; however, the statements made and information contained in Tenant’s lease application shall be considered material representations in this Lease such that any omissions or misrepresentations therein shall be considered a default of this Lease by Tenant. Neither Landlord nor any of Landlord’s Agents has made any oral or other promises, representations, or agreements except to the extent contained in this Lease, the Right to Purchase Agreement, the Document Review Acknowledgment and any other written documents signed by Landlord and delivered to Tenant. Landlord’s Agents have no authority to waive, amend, or terminate this Lease or the Right to Purchase Agreement or any part of either and no authority to make promises, representations, or agreements that impose security duties or other obligations on Landlord or Landlord’s Agents unless in each instance such authority is in writing from Landlord. Landlord and Tenant expressly agree that except as otherwise provided by Applicable Laws, there are and shall be no implied warranties of merchantability, suitability, fitness for a particular purpose or of any other kind arising out of this Lease or the Premises, all of which are hereby waived by Tenant, and that there are no warranties which extend beyond those expressly set forth in this Lease. This Lease and the Right to Purchase Agreement and other written documents signed by Landlord and/or Tenant pertaining to the Premises shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto and thereto, as applicable.

41. RIGHT TO PURCHASE AGREEMENT. Notwithstanding anything contained in this Lease to the contrary, (a) Tenant authorizes and directs Landlord to apply a credit against the Purchase Price for the benefit of the Purchaser at Closing (in the event the Premises are sold as a result of the exercise of the Purchase Right contained in the Right to Purchase Agreement), in an amount equal to (i) the pro-rated amount of pre-paid Rent owing to Tenant under this Lease based upon the Closing Date, if any, plus (ii) any remaining Security Deposit then being held by Landlord as of the date of Closing (subject to permitted setoffs), plus (iii) any pet fees paid by Tenant under this Lease, in each of the foregoing cases to the extent same would otherwise be due and owing to Tenant under this Lease; provided, however, that if all (but not less than all) of the persons who comprise Tenant collectively direct Landlord, in writing delivered at least five (5) days prior to the scheduled Closing Date, that any or all of such amounts not be applied against the Purchase Price, then Landlord shall comply with such direction; (b) the Term of this Lease may be extended pursuant to the terms of the Right to Purchase Agreement; and (c) this Lease shall automatically terminate and expire on the date on which the sale of the Premises is consummated pursuant to the Right to Purchase Agreement or Executed Purchase Contract, as applicable, and such Closing Date shall, for all purposes under this Lease, be deemed to be the last day of the Term of this Lease.



Tenant specifically waives any right it may have to a return of the Security Deposit, pet fees or pre-paid Rent so long as same are paid or credited to the Purchaser at Closing as set forth in the immediately preceding paragraph or are otherwise applied by Landlord as permitted by this Lease, and hereby irrevocably assigns to the Purchase Right Holder and/or the Purchaser under the Right to Purchase Agreement or the Executed Purchase Contract, as applicable, any and all rights Tenant may have thereto, it being understood and agreed that any amounts credited against the Purchase Price as aforesaid shall automatically be deemed to have been returned to the Tenant under this Lease and Landlord shall have no further obligation to account to Tenant for same under this Lease. Furthermore, Landlord shall have the absolute right to terminate the Right to Purchase Agreement upon a default by Tenant hereunder which is not cured within any applicable notice or cure periods. Likewise, a default by the Purchase Right Holder and/or the Purchaser, as applicable or a termination of the Right to Purchase Agreement or the Executed Purchase Contract shall constitute a default under this Lease and Landlord shall have the right (but not the obligation) to exercise any of Landlord's Rights and Remedies.

42. **NO THIRD PARTY BENEFICIARIES.** This Lease does not create any rights, claims or benefits inuring to any person or entity that is not a party to this Lease, nor does it create or establish any third party beneficiary to this Lease. Tenant shall not be a third party beneficiary of any agreements entered into by Landlord which may affect the Premises.

43. **NON-TERRORIST REPRESENTATION.** Each person or entity constituting Tenant by its execution of this Lease certifies that he/she has not been nor will be designated or named as a terrorist, a "Specially Designated National and Blocked Person," or any other banned or blocked individual or entity pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control or on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website. Any violation of this Section shall constitute a default under this Lease. Tenant shall defend, indemnify, and hold harmless the Landlord Indemnitees from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any current or future breach of the foregoing certification.

44. **POSSESSION; AGREEMENT EFFECTIVENESS; NO OFFER.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the Estimated Commencement Date identified in Section 2.F, then Landlord shall have no liability to Tenant, but Rent shall abate until possession is given and the Commencement Date and Expiration Date shall automatically be extended for such additional period of time until possession can be given to Tenant; provided, however, that if (a) Landlord is unable to deliver possession of the Premises to Tenant within thirty (30) days after the Estimated Commencement Date (and such delay was not caused by Landlord's performance of Landlord Work, Repair & Maintenance Work or other work requested by Tenant and agreed to by Landlord in writing) or (b) Landlord has not acquired title to the Premises within 30 days after the Estimated Commencement Date (it being understood and agreed that Landlord's obligations under this Lease are expressly contingent upon Landlord acquiring title to the Premises prior to the expiration of such 30-day period), then Landlord and Tenant shall each have the right to terminate this Lease and the Right to Purchase Agreement (but not one without the other) upon notice to the other delivered after the 30th day after the Estimated Commencement Date but prior to Landlord's actual delivery of the Premises to Tenant, in which event this Lease and the Right to Purchase Agreement shall each be deemed to have been void *ab initio* (to have never been of any force or effect), neither party shall have any further obligation to the other hereunder or thereunder, and any Security Deposit and prepaid Rent shall be promptly refunded to Tenant, except as otherwise provided in the Document Review Agreement to the contrary. Notwithstanding the foregoing to the contrary, it is understood that if Landlord has not acquired title to the Premises based upon Tenant's indication that it has withdrawn or revoked (or attempted to withdraw or revoke) this Lease or the RTP Agreement prior to their full execution and delivery (or thereafter but prior to the Commencement Date), whether or not same is prohibited by the terms thereof, then Landlord shall be entitled to retain the Deposit described in the Document Review Acknowledgment.

Landlord has delivered a copy of this Lease to Tenant for Tenant's review only, and the delivery hereof does not constitute an offer or an option to Tenant. **Notwithstanding anything contained in this Lease to the contrary, the submission of this Lease to Landlord, executed on behalf of Tenant, shall constitute an irrevocable offer to Landlord to enter into this Lease which may be accepted by Landlord within fifteen (15) days after Tenant's submission thereof to Landlord, and Tenant shall not have the right to terminate this Lease nor revoke its offer within such 15-day period.**

Landlord has made or will be making an offer to purchase the Premises in reliance upon Tenant's having submitted a signed copy of this Lease and the Purchase Right Holder having submitted a signed Right to Purchase Agreement to Landlord. Tenant acknowledges that Landlord shall have incurred significant costs in an attempt to purchase (or the actual purchase of) the Premises in material reliance upon such irrevocable offer. As such, in the event Tenant or the Purchase Right Holder changes its mind or attempts to revoke or terminate this Lease or the Right to Purchase Agreement prior to the last to occur of (i) the full execution and delivery of this Lease and the Right to Purchase Agreement by Landlord and (ii) Landlord's acquisition of title to the Premises, then if Landlord agrees to a termination of Tenant's irrevocable submission of this Lease and the Right to Purchase Agreement to Landlord within such 15-day period (it being understood and agreed that Landlord shall have no obligation to so agree



in either event), Landlord shall have the right to retain the Deposit made by Tenant pursuant to the Document Acknowledgement Agreement (regardless of whether or not same is deemed to be prepaid Rent, Security Deposit or otherwise) to reimburse Landlord for the out-of-pocket costs and expenses incurred by Landlord in connection with purchasing or attempting to purchase the Premises (including but not limited to inspection costs, third party professional costs, closing costs, rehabilitation costs of the Premises, attorneys' fees and the like, as same may more particularly be described in the Document Review Acknowledgment, collectively, the "Termination Costs"), and to the extent that amount of the Deposit retained by Landlord exceeds the aggregate amount of the Termination Costs, such difference shall be deemed to be liquidated damages to compensate Landlord for the loss of its bargain. The parties acknowledge and agree that the amount of Landlord's actual damages in such circumstance would be difficult, if not impossible, to determine and that the amount of the Deposit in excess of Termination Costs is a reasonable estimate of Landlord's damages and not a penalty. Except for the rights and obligations of Landlord and Tenant contained in Paragraph 21 of the Right to Purchase Agreement, this Section and the obligations contained in the Document Review Acknowledgment (which shall all become binding against Tenant and Purchase Right Holder upon their execution and submission to Landlord of this Lease, the Right to Purchase Agreement and the Document Review Acknowledgment, whether or not they are accepted by Landlord or if accepted, later terminated), this Lease (and the Right to Purchase Agreement) shall not otherwise become effective against Landlord until this Lease and the Right to Purchase Agreement have been executed by Landlord and Tenant or Purchase Right Holder, as applicable, and a fully executed copy of each is delivered to Tenant and the Purchase Right Holder, as applicable.

45. **PRIVACY STATEMENT.** By executing this Lease, Tenant hereby (a) reaffirms its consent to be bound by Landlord's Privacy Statement which can be found at www.homepartners.com ("Site"), as same may be modified from time to time ("Privacy Statement"), (b) consents to the collection and use by Landlord and Landlord's Agents (on Landlord's behalf) of Tenant's personally identifiable information ("Personal Information") whether via use of the Site, provided offline to or obtained by Landlord (e.g., a paper lease application, social security number, information contained in a credit or employment history check, etc.) and (c) expressly authorizes Landlord to use and/or disclose Personal Information for any of the following reasons: (i) to communicate with Tenant, (ii) to share or use such Personal Information to process and verify information contained in Tenant's lease application, to perform background and credit checks, and to enforce this Lease, the Right to Purchase Agreement and other Tenant obligations, (iii) promotional or marketing purposes, (iv) to share such Personal Information with Landlord's Agents, affiliates or third parties in connection with the business purposes of Landlord, the Site or the Premises, (v) as required or permitted by Applicable Laws in the event of a criminal investigation, suspected illegal activity or as requested by government or regulatory authorities, (vi) in connection with an acquisition, financing, merger, restructuring, sale or other transfer involving the Premises, this Lease or all or any portion of Landlord's business and/or (vii) for other business purposes of Landlord. If Tenant does not wish to receive future commercial email messages from Landlord, it may opt out of receiving such commercial email messages by following the link and instructions provided in the Site or in such email messages, which opt-out right applies to commercial email messages only.

46. **REPRESENTATIONS IN APPLICATION FOR LEASE.** This Lease has been entered into in reliance on the information given by Tenant on Tenant's application for Lease which information is made a part of this Lease by this reference. Tenant shall promptly advise Landlord in writing of any changes to the information contained in the application. If any of Tenant's material representations are found to be misleading, incorrect, untrue or omitted, it shall constitute a default under this Lease and Landlord shall have the right to immediately terminate this Lease and require Tenant to vacate the Premises, to the extent permitted by Applicable Law.

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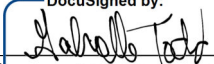
47. **ORIGINALS AND ATTACHMENTS.** This Lease has been executed in multiple originals, each with original signatures. When the Condition Form is completed, both Tenant and Landlord should retain a copy. The items checked below are attached to this Lease and are incorporated herein by this reference and are binding upon the parties even if not initialed or signed:

- Attachment A (Utilities & Services)
- Attachment B (State and Federal Disclosures)
- Crime Free Lease Addendum
- Utilities Transfer Authorization
- Pet Addendum
- Condition Form (to be provided on or about the Commencement Date)
- HOA Rules and Related Documents
- Rules and Regulations
- Renovation Addendum For Landlord Work
- Repair, Maintenance & Improvement Addendum
- Mold Addendum
- Commencement Date Notification (form attached)
- Other: _____

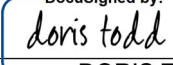
In Witness Whereof, the parties have executed this Lease, intending to be legally bound thereby, effective as of the date set forth after Landlord's signature below as the Effective Date.

Tenant:

Landlord:

DocuSigned by:

 Name: GABRIELLE TODD

HPA US1 LLC _____,
 a Delaware limited liability company

DocuSigned by:

 Name: DORIS TODD

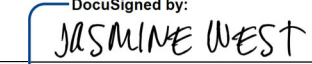
DocuSigned by:

 By: _____
 Name: B15997C2DF1E4AE...

DocuSigned by:

 Name: ERNEST WEST

Title: Authorized Agent

DocuSigned by:

 Name: JASMINE WEST

"Effective Date": 8/22/2019



ATTACHMENT A

UTILITIES & SERVICES

Excluded Utilities & Services** (Tenant’s responsibility and expense) (check all that apply):

- Electricity
- Gas/Heating fuel
- Window and Door storms & screens replacement, except to the extent performance of same is required by Landlord pursuant to Applicable Law
- Pest control (interior and exterior), except to the extent performance of same is required by Landlord pursuant to Applicable Law
- Furnace/HVAC - supply and change heating and air conditioning filters at least once a month
- Water and, where applicable, irrigation service
- Sewage disposal and, where applicable, storm sewer service
- Rubbish removal
- Regular lawn mowing
- Landscape maintenance which includes, but is not limited to, lawn mowing, removing weeds and debris, fertilizing, mulching and trimming all lawns, shrubbery, flowers, trees and other landscaping and foliage
- Snow and ice removal and salting, as necessary
- Replacement with working batteries in smoke/carbon monoxide detectors no less than every 6 months
- Replacement of light bulbs, as needed
- Day-to-day maintenance and repairs but excluding any repairs required to be made by Landlord pursuant to Applicable Laws
- Other: _____

Included Utilities & Services** (Landlord’s responsibility and expense) (check all that apply):

- Real property taxes assessed on the property, including water and sewer improvement assessments, but specifically excluding service fees, usage and sales taxes and any other taxes whatsoever thereon
- HOA dues or fees (if any) excluding any amenity service fees, usage and sales or other taxes thereon*
- Furnace/HVAC cleaning and servicing (if Landlord elects to perform same, which it shall not be obligated to do)
- Storms & Screens replacement, but only to the extent Applicable Law requires same to be performed by Landlord
- Pest control (interior and exterior), but only to the extent Applicable Law requires same to be performed by Landlord
- Any repairs required to be made by Landlord pursuant to Applicable Laws (except as otherwise provided in the Lease)
- Other: _____

* To the extent Excluded Utilities & Services are included within HOA dues or fees (if applicable), Tenant shall not be responsible for the separate payment thereof.

** Tenant shall at all times be responsible for all service fees, usage and sales taxes and any other taxes whatsoever related to any utility or service to the Premises regardless of whether they are related to Included or Excluded Utilities & Services.

Tenant Name: **GABRIELLE TODD** **DORIS TODD**
Premises Address: **4955 Vermette Circle, Plainfield, IL, 60586**
Lease--IL: 2019-05

ERNEST WEST

JASMINE WEST

ATTACHMENT B

STATE (ILLINOIS) AND FEDERAL PURCHASE AND LEASE DISCLOSURES

1. ASBESTOS: If the Premises was constructed before 1981, it may contain asbestos-containing materials. If checked, Landlord has provided Tenant with an Asbestos Addendum disclosing any information known by Landlord regarding the location and condition of asbestos actually known to exist in the Premises. Tenant may not disturb in any manner any areas noted in any Asbestos Addendum.

Check if Premises was built before 1981.

_____ **Check and Tenant to initial** if Landlord provided Tenant with an Asbestos Addendum.

2. LEAD WARNING STATEMENT: Housing built before 1978 may contain lead-based paint. Lead-based paint, paint chips, and dust can pose health hazards if not maintained properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, (i) landlords must disclose in writing the presence of known lead-based paint and/or lead-based paint hazards in the Premises in an owner’s “Disclosure of Information on Lead-Based Paint and/or Lead Based Hazards” and (ii) tenants must also receive a federally-approved EPA information pamphlet “Protect Your Family From Lead in Your Home” on lead poisoning prevention (jointly, "**Lead Disclosures**"). Note to Tenant and Landlord: Waiver of Statutory and Lead Disclosures is prohibited by Law.

Check if Premises was built before 1978.

_____ **Check and Tenant to initial** if Tenant acknowledges that it received both of the Lead Disclosures from Landlord prior to the Commencement Date.

“Every tenant of a residential dwelling that was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impair memory. Lead poisoning also poses a particular risk to pregnant women.

The owner of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the owner’s possession and notify the tenant of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.” (24 CFR 35.80 et seq. & 42 USC 4852d).

3. RADON GAS NOTIFICATION: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building, in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Illinois. Additional information regarding radon and radon testing may be obtained from your county public health unit.

_____ **Check and Tenant to initial** if Landlord provided Tenant with the Illinois Emergency Management Agency pamphlet entitled “Radon Testing Guidelines for Real Estate Transactions and the Illinois Disclosure of Information on Radon Hazards.

4. HOMEOWNERS’ ASSOCIATION:

Check if Premises is located within an HOA. See Section 3 of the Lease for additional HOA provisions.

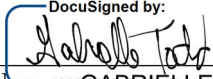
5. See Commencement Date Notification and the Right to Purchase Agreement for additional disclosures which may have been provided to and acknowledged by Tenant.

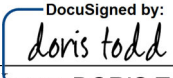
_____ **Check and Tenant to initial** if Landlord provided Tenant with a Real Property Disclosure.


FOR PURPOSES OF THIS ATTACHMENT B, REFERENCES TO TENANT SHALL INCLUDE THE PURCHASE RIGHT HOLDER.

THE UNDERSIGNED ACKNOWLEDGES HAVING RECEIVED AND READ THE FOREGOING LIST OF DISCLOSURES AS WELL AS HAVING RECEIVED ANY SEPARATE DISCLOSURES REFERENCED IN THIS ATTACHMENT B AS OF 8/22/2019.

Tenant:

DocuSigned by:

Name: GABRIELLE TODD

DocuSigned by:

Name: DORIS TODD


DocuSigned by:

Name: ERNEST WEST

DocuSigned by:

Name: JASMINE WEST

Landlord:

HPA US1 LLC _____,
a Delaware limited liability company

By: 
Name: _____
B15997C2DF1E4AE...

Title: Authorized Agent

CRIME FREE LEASE ADDENDUM

As part of the consideration for the execution or renewal of a lease of the Premises identified in the Residential Lease Agreement (“Lease”) among the undersigned parties to which this Crime Free Lease Addendum (“Crime Free Addendum” or “Addendum”) is attached, in addition to all other terms of the Lease, Landlord and Tenant hereby agree that this Crime Free Addendum expressly amends the Lease as follows:

1. Tenant covenants and agrees that each Occupant:

- a. Shall not engage in any criminal activity or violation of local municipal code or any other violations as defined by local, state or federal law, including drug-related criminal activity, on, near or off the Premises. Drug related criminal activity shall mean the illegal manufacture, sale, distribution, use, possession and possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance (also as defined in § 102 of the Controlled Substance Act [21 U.S.C. 802]).
- b. Shall not engage in any act that is intended to facilitate any criminal activity or violation of local municipal ordinances or any other violations as defined by any local, state or federal law and/or obstruct or resist law enforcement’s efforts against criminal activity on, near or off the Premises.
- c. Shall not permit the Premises to be used for or to facilitate any violations of Applicable Laws.
- d. Shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of an illegal or controlled substance as defined in any Applicable Laws, at any locations, whether on, near or off the Premises.
- e. Shall not engage in any illegal activity, including, but not limited to prostitution, criminal street gang activity, threatening or intimidating acts, the unlawful discharge of a weapon on, near or off the Premises, or any breach of the Lease that otherwise jeopardizes the health, safety and welfare of Landlord, Landlord’s Agents, or any person or Occupant, or involving risk of imminent or actual damage to person or property.

To the maximum extent not prohibited by Applicable Laws, Tenant agrees to be responsible for the actions of all Occupants, regardless of whether Tenant knew or should have known about any such actions.

2. *VIOLATION OF ANY OF THE PROVISIONS CONTAINED IN PARAGRAPH 1 ABOVE SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND SHALL CONSTITUTE GOOD CAUSE FOR IMMEDIATE TERMINATION OF THE LEASE, TENANT’S TENANCY AND EVICTION FROM THE PREMISES.* It is understood and agreed that a single violation of any of the provisions of this Addendum shall be deemed to constitute a serious, material and irreparable breach of the Lease for which no notice or opportunity to cure shall be required to be given and that such violation shall constitute good cause for immediate termination of the Lease or the exercise of other Landlord’s Rights and Remedies. There is no “good cause” requirement in the State of Illinois for lease terminations. Unless otherwise provided by law, proof of violation shall not require a criminal conviction, but shall only require a preponderance of the evidence.

3. Tenant hereby authorizes Landlord and Landlord’s Agents to use police-generated reports and/or business records as a hearsay exemption against Tenant and agrees that same shall constitute reliable, direct evidence in all eviction hearings and other litigation matters.

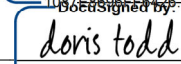
4. This Addendum is incorporated into the Lease as though fully set forth therein. In case of conflict between the provisions of this Addendum and any provisions of the Lease, the provisions of this Addendum shall govern. Capitalized terms used in this Addendum which are not otherwise defined herein shall have the meanings ascribed thereto in the Lease. This Addendum may be executed in one or more counterparts, each of which shall be deemed an original. The Lease, as amended by this Addendum, shall continue in full force and effect, subject to the terms and provisions thereof. This Addendum shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.


IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the Effective Date of the Lease.

Tenant:

DocuSigned by:

Name: GABRIELLE TODD


Name: DORIS TODD

DocuSigned by:

Name: ERNEST WEST


Name: JASMINE WEST

Landlord:

HPA US1 LLC
a Delaware limited liability company

DocuSigned by:

By: Kara Barford
Name: B15997C2DF1E4AE...
Title: Authorized Agent

Tenant Name: GABRIELLE TODD DORIS TODD
Premises Address: 4955 Vermette Circle, Plainfield, IL, 60586
Lease-IL: 2018-01

ERNEST WEST JASMINE WEST

UTILITIES TRANSFER AUTHORIZATION

As part of the consideration for the execution or renewal of a lease of the Premises identified in the Residential Lease Agreement (“Lease”) to which this Utilities Transfer Authorization (“Utilities Authorization”) is attached, in addition to all other terms of the Lease, Landlord and Tenant hereby agree as follows:

If Tenant fails to transfer accounts for utilities and services for which Tenant is responsible under the Lease (i.e., Excluded Utilities & Services) into the name of one or more of the persons who constitute Tenant **within 72 hours of the Commencement Date**, the same shall constitute a default under the terms of the Lease, and Tenant hereby unconditionally authorizes Landlord and its representatives to do so on Tenant’s behalf (in the name of one or more of the persons who constitute Tenant, in Landlord’s discretion) and to provide any information and take any actions necessary to do so.

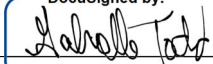
Tenant agrees that if Tenant fails to timely pay for all Excluded Utilities, Landlord shall have the right, but not the obligation, to pay them on Tenant’s behalf, and such payment shall not be considered a waiver under any circumstances under the Lease, but any and all such payments made by Landlord on Tenant’s behalf shall be considered Additional Rent to be included with Tenant’s next Monthly Base Rent payment due and payable in accordance with the terms of the Lease.

This Utilities Authorization is attached to and incorporated into the Lease as though fully set forth therein. In case of conflict between the provisions of this Utilities Authorization and any provisions of the Lease, the provisions of this Utilities Authorization shall govern. Capitalized terms used in this Utilities Authorization which are not otherwise defined herein shall have the meanings ascribed thereto in the Lease. This Utilities Authorization shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the undersigned has executed this Utilities Authorization as of 8/22/2019 with respect to the Premises located at: 4955 Vermette Circle, Plainfield, IL, 60586.

Tenant:

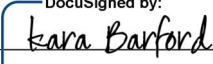
Landlord:

DocuSigned by:

Name: GABRIELLE TODD

HPA US1 LLC _____,
a Delaware limited liability company

DocuSigned by:

Name: DORIS TODD

By: 
Name: _____
Title: Authorized Agent

DocuSigned by:

Name: ERNEST WEST

DocuSigned by:

Name: JASMINE WEST

PET ADDENDUM

As part of the consideration for the execution or renewal of a lease of the Premises identified in the Residential Lease Agreement (“Lease”) to which the undersigned Landlord and Tenant are parties and to which this Pet Addendum to Residential Lease Agreement (“Pet Addendum”) is attached, Landlord and Tenant hereby agree that this Pet Addendum expressly amends the Lease. Landlord and Tenant each hereby agrees to the following rules and regulations regarding the presence of pets in or around the Premises.

1. Tenant agrees that only the pets listed and named below will occupy the Premises at any time. No additional, replacement or different pets are allowed. Only a combined maximum number of three (3) pets are allowed on the Premises at any time, each must be a non-aggressive breed and all must weigh less than 180 pounds in total combined weight. Any dog which is one of or a mix of the following breeds is expressly prohibited from being on the Premises: Rottweiler, Pit Bull, Doberman or Mastiff. Any pet that demonstrates aggressive behavior toward an individual or another animal shall be promptly and permanently removed from the Premises and failure to do so could result in legal action.
2. Tenant shall abide by all Applicable Laws, insurance requirements and HOA Rules with respect to pets (including but not limited to licensing and shot requirements), and agrees that pets will not cause: danger, damage, nuisance, noise, health hazard or soil the Premises, grounds, or landscaping in or around the Premises. Tenant hereby accepts full responsibility and liability for any damage, injury or actions arising from or caused by the pets (both to the interior and exterior of the Premises). Tenant shall be responsible for ensuring that the pets do not damage property (including the Premises and property of others) and Tenant shall be solely responsible for all costs involved to restore same to the original undamaged condition, it being agreed that if same cannot be repaired or restored, then Tenant agrees to pay the full cost of replacement. Tenant shall be responsible for preventing the pets from engaging in behaviors or creating excessive noise at levels that may disturb neighbors including, but not limited to, barking, jumping, and running off-leash. Pets must be restrained or confined whenever a service call is requested or whenever it is likely to limit or prohibit Landlord or Landlord’s Agents or others access to the Premises as permitted by the Lease. Landlord reserves the right to require that Tenant purchase and maintain dog bite liability insurance if Landlord has approved a dog at the Premises (other than a service or assistance animal).
3. If there is reasonable cause to believe an emergency situation exists with respect to a pet and if reasonable efforts to contact Tenant are unsuccessful, Landlord or Landlord’s Agents shall have the right to contact the local animal control authority and assist its staff in entering the home. Examples of an emergency situation include suspected abuse, abandonment, fire or other disaster, or any prolonged disturbance. If it becomes necessary for the pet to be boarded, all costs incurred will be the sole responsibility of Tenant.
4. As a condition of Landlord consenting to Tenant having the pet(s) identified in this Pet Addendum at the Premises, Tenant agrees to pay a **\$300.00 pet fee for each pet**. Tenant acknowledges that allowing pets to occupy the Premises will, of necessity, cause Landlord to incur additional cleaning and related expenses over and above normal expenses. The initial pet fee shall be due and payable on or before the Commencement Date or the date that the pet is first brought into the Premises, if after the Commencement Date. **The pet fee is non-refundable and shall be deemed to have been earned upon payment**, unless the Purchase Right Holder exercises the Purchase Right and purchases the Premises in accordance therewith, in which case (a) amounts paid by Tenant as a pet fee under this Lease shall be given as a credit against the Purchase Price at the Purchase Contract Closing (as such term is defined in the Right to Purchase Agreement) and (b) any damage to the Premises caused by the pets shall be deemed to have been caused by and accepted by Tenant, Purchase Right Holder and Purchaser, as the case may be, and neither Seller nor Landlord shall be responsible for repairing same. Landlord shall have the right, in accordance with Applicable Laws, to deduct from the Security Deposit the cost of repairing any damage caused to the Premises by any animals or pets during the Term which shall include, but not be limited to, the cost to professionally treat the Premises (interior and exterior) for fleas, ticks and the like if there is reasonable evidence of pet damage, repaint and clean carpets and window treatments, in each case with contractors selected by Landlord. Neither the amount of the pet fee nor Security Deposit shall limit Tenant’s liability for damages as a result of such pets under the terms of this Pet Addendum or the Lease nor waive any of Landlord’s Rights and Remedies.
5. In the event of a violation of this Pet Addendum or any agreement in the Lease pertaining to pets or animals, Landlord shall have the right to take any or all of the following actions: (a) declare Tenant to be in default of this Pet Addendum and the Lease and exercise Landlord’s Rights and Remedies including but not limited to termination of the Lease, (b) charge Tenant, as Additional Rent, an initial amount of \$60.00 for the first day and \$25.00 per day thereafter per pet for each day that such violation exists, (c) terminate this Pet Addendum (and Tenant’s right to have a pet at the Premises) and require Tenant to immediately remove or cause to be removed the applicable pet from the Premises, with such removal time to depend on the severity of the situation, but in no event more than three (3) days after notice from Landlord, and/or (d) if Tenant fails to have the pet removed pursuant to (c), Landlord may remove or cause to be removed such pet from the Premises and deliver it to appropriate local authorities by

Tenant Name: GABRIELLE TODD DORIS TODD
Premises Address: 4955 Vermette Circle, Plainfield, IL, 60586
Lease-IL: 2018-01

ERNEST WEST

JASMINE WEST

providing at least 24 hours' prior notice to Tenant of Landlord's intention to remove the unauthorized pet; and (e) charge Tenant Landlord's cost to remove any unauthorized pet, exterminate the Premises for fleas and other insects, clean and deodorize the carpets and drapes located in the Premises and repair any damage to the Premises caused by the unauthorized pet (including repainting if necessary). When taking any action under this Pet Addendum (including this Paragraph 5), Landlord shall not be liable for any harm, injury, death or sickness to any pet.

- 6. Tenant agrees that even if no pets occupy the Premises upon execution of the Lease, if a pet is brought onto the Premises at any time, the above conditions apply and Tenant shall be obligated to immediately notify Landlord of same and execute a new copy of this Pet Addendum.
- 7. Notwithstanding anything to the contrary contained herein, no pet rent, pet fee or deposit shall be required under this Pet Addendum to the extent same is prohibited under the Americans with Disabilities Act, the Fair Housing Act or other Applicable Laws with respect to a "service or assistance" or similar animals. Landlord reserves the right to require that such service or assistance animal be governed by a separate agreement in accordance with Applicable Laws.
- 8. This Pet Addendum is incorporated into the Lease as though fully set forth therein. In case of conflict between the provisions of this Pet Addendum and any provisions of the Lease, the provisions of this Pet Addendum shall govern. Capitalized terms used in this Pet Addendum which are not otherwise defined herein shall have the meanings ascribed thereto in the Lease. This Pet Addendum may be executed in one or more counterparts, each of which shall be deemed an original. The Lease, as amended by this Pet Addendum, shall continue in full force and effect, subject to the terms and provisions thereof. This Pet Addendum shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Type of House Pet Description (identify if House Dog or House Cat and if the animal is neither, it must be pre-approved by Landlord):

Call Name: _____ **Type:** Cat **Breed:** BURMESE
Color: _____ **Weight:** 10 **Whelp Date:** _____

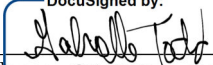
Call Name: _____ **Type:** Dog **Breed:** SHIH TZU
Color: _____ **Weight:** 15 **Whelp Date:** _____

Call Name: _____ **Type:** _____ **Breed:** _____
Color: _____ **Weight:** _____ **Whelp Date:** _____

IN WITNESS WHEREOF, the parties hereto have executed this Pet Addendum as of the date set forth below.

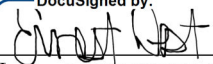
The undersigned Tenant has read and agrees to the conditions of this Pet Addendum and **WILL** have the pet(s) listed and named above occupying the Premises or **WILL NOT** have any pet occupying the Premises.

Tenant:

DocuSigned by:

Name: GABRIELLE TODD

DocuSigned by:

Name: DORIS TODD

DocuSigned by:

Name: ERNEST WEST

DocuSigned by:

Name: JASMINE WEST

Date: 7/29/2019

Landlord:

HPA US1 LLC, a Delaware limited liability company

DocuSigned by:

By: _____
B15997C2DF1E4AE...

Date: 8/22/2019

Name: _____

Its: Authorized Agent

Tenant Name: GABRIELLE TODD DORIS TODD
Premises Address: 4955 Vermette Circle, Plainfield, IL, 60586
Lease-IL: 2018-01

ERNEST WEST JASMINE WEST

RENOVATION ADDENDUM FOR LANDLORD WORK

This Renovation Addendum For Landlord Work (“*Addendum*”) is attached to and made a part of that certain Residential Lease Agreement (as heretofore amended and together with any other addenda thereto, the “*Lease*”) to which the undersigned Landlord and Tenant are parties with respect to that certain home located at 4955 Vermette Circle, Plainfield, IL, 60586 (“*Premises*”). Landlord and Tenant agree as follows:

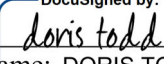
1. Landlord has agreed to perform or cause to be performed the renovation work to the Premises which is identified on Exhibit A attached to this Addendum and by this reference made a part hereof (collectively, “*Landlord Work*”) and Landlord shall make a good faith effort to have such work substantially completed prior to the Commencement Date of the Lease.
2. Other than as provided in this Addendum or the Lease, Landlord has no obligation to improve, alter or remodel the Premises. All installations made to the Premises shall be and shall remain the property of Landlord. If Landlord Work has not been substantially completed on or before the Commencement Date (provided the Premises may be occupied as a residence without material inconvenience to the Tenant and any life and safety issues of which Landlord has actual knowledge have been adequately addressed (“*Life Safety Issues*”)), then within three (3) Business Days after the Commencement Date, Tenant shall provide Landlord with a written “*Punch List*” of any items constituting Landlord Work that Tenant identifies as being incomplete or incorrect (which Tenant may include in the Condition Form), the Commencement Date shall remain unchanged and Landlord shall exercise reasonable efforts to cause the Punch List items to be promptly completed or corrected. In the event of any dispute as to whether the Landlord Work has been substantially completed, Life Safety Issues have been adequately addressed, or whether the Punch List items have been completed, the decision of Landlord shall be final and binding on Landlord and Tenant absent manifest error. By taking possession of the Premises, Tenant shall be deemed to have accepted the physical condition of Premises and agreed that the Premises is in good order and satisfactory condition with all Landlord Work having been completed, except for items identified in the Punch List. The failure of Tenant to prepare and deliver to Landlord a written Punch List within the aforesaid period of time (time being of the essence), shall be deemed an acceptance by Tenant of the Premises and Landlord Work and a waiver of Tenant’s right to provide a Punch List relative thereto. Landlord and Landlord’s Agents together with their respective agents, contractors, mechanics and workmen, shall have the right to enter the Premises, at any time and with proper notice (if required by Applicable Law), to complete Punch List items, except to the extent prohibited by Applicable Laws, and such entry for such purpose shall not constitute an actual or constructive eviction in whole or in part, nor shall it entitle Tenant to any abatement or diminution of Rent, nor shall it relieve Tenant from any of its obligations under the Lease, nor shall it impose any liability upon Landlord or Landlord’s Agents.
3. Tenant acknowledges that the Purchase Price (as defined in the Right to Purchase Agreement) may be adjusted in accordance with the terms of Paragraph 22 of the Right to Purchase Agreement based, in part, on the cost of performing Landlord Work. The cost of Landlord Work shall not affect Tenant’s Monthly Base Rent obligations under the Lease.
4. This Addendum may be executed in one or more counterparts, each of which shall be deemed an original. In case of a conflict between the provisions of this Addendum and any provisions of the Lease, the provisions of this Addendum shall govern and control. Capitalized terms used in this Addendum which are not otherwise defined herein shall have the meanings ascribed thereto in the Lease. This Addendum may be executed in one or more counterparts, each of which shall be deemed an original. This Addendum shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the Effective Date.

Tenant:

DocuSigned by:

Name: GABRIELLE TODD
1087E2697F8626...

DocuSigned by:

Name: DORIS TODD
3E6142F04F9340A...

DocuSigned by:

Name: ERNEST WEST
213269495877402...

DocuSigned by:

Name: JASMINE WEST
B114311E66...

Landlord:

HPA US1 LLC
a Delaware limited liability company

DocuSigned by:

By: Kara Barford
B15997C2DF1E4AE...

Name:
Title: Authorized Agent

Tenant Name: GABRIELLE TODD DORIS TODD
Premises Address: 4955 Vermette Circle, Plainfield, IL, 60586
Lease-IL: 2018-01

ERNEST WEST JASMINE WEST

EXHIBIT A

TO RENOVATION ADDENDUM FOR LANDLORD WORK

Landlord Work consists solely of the following items of work:

1. none requested
- 2.

[end of Exhibit A]

REPAIR, MAINTENANCE & IMPROVEMENT ADDENDUM

This Repair, Maintenance & Improvement Addendum to Residential Lease & Right to Purchase (“Addendum”) expressly amends both that certain Residential Lease Agreement (“Lease”) and that certain Residential Right to Purchase Agreement (“RTP Agreement”) and together with the Lease and any addenda or modifications to either of them, the “Agreements”), each between the Landlord identified below (“Landlord”) and the Tenant and Purchase Right Holder, as applicable, who are identified below (who shall collectively be referred to herein as “Tenant” for purposes of this Addendum) with respect to that certain home located at 4955 Vermette Circle, Plainfield, IL, 60586 (“Premises”).

Capitalized terms which are used in this Addendum but are not defined herein shall have the meaning ascribed thereto in the Agreements.

1. Tenant has agreed to accept possession of the Premises in its current AS-IS, WHERE-IS, WITH ALL FAULTS condition and, except as expressly set forth in the Agreements or as provided by Applicable Laws, Landlord has no obligation to repair, improve, alter or remodel the Premises. The Rent and Purchase Price amounts were negotiated with the express understanding that Tenant will be responsible for repair and maintenance needs of the Premises, as specified in the Lease and RTP Agreement. In the absence of Tenant’s agreement to maintain the Premises, Landlord would have charged a higher Rent and Purchase Price amount.
2. “Repair & Maintenance Costs” shall mean Landlord’s aggregate cost of repairing, replacing and improving any portion of the Premises including but not limited to (a) the appliances and fixtures currently or hereafter located within or serving same which shall include but not be limited to the range, oven, broiler, washer/dryer, microwave, refrigerator, sinks, toilets, dry-wall, cabinets, showers/tubs, and any other improvement, appliance or fixture located in or serving the Premises, to the extent same are owned by Landlord and Landlord has either agreed or is required to repair or replace same, (b) the items which are required to be maintained by Landlord pursuant to Section 16 of the Lease, Applicable Law, or otherwise, (c) any items which Landlord has expressly agreed to perform at its sole cost and expense (including at Tenant’s request) pursuant to the Agreements (excluding Landlord Work) (collectively, “Repair & Maintenance Work”). The aggregate cost to Landlord of performing or causing to be performed all Repair & Maintenance Work is referred to as “Repair & Maintenance Costs”. Repair & Maintenance Costs shall exclude any items which Tenant owns or is otherwise obligated to maintain and/or repair at Tenant’s cost pursuant to the terms of the Lease and/or Applicable law and nothing contained herein shall relieve Tenant of the repair, maintenance or payment obligation relating thereto. Nothing contained herein is intended to modify any of the terms of the Renovation Addendum For Landlord Work which forms a part of the Lease.
3. Landlord shall have the right to perform or cause to be performed any of the Repair & Maintenance Work and all such items shall become part of the Premises and shall be and shall remain the property of Landlord. Tenant shall provide Landlord with a Punch List any Repair & Maintenance Work that Tenant identifies as being incomplete or incorrect within ten (10) days after the performance thereof, in which event Landlord shall exercise reasonable efforts to cause the Punch List items to be promptly completed or corrected. In the event of any dispute as to whether any portion of the Repair & Maintenance Work has been completed, the decision of Landlord shall be final and binding on Landlord and Tenant absent manifest error. The failure of Tenant to notify Landlord of any deficiencies in the performance of any Repair & Maintenance Work within ten (10) days after the performance thereof (time being of the essence) shall be deemed an acceptance of the Repair & Maintenance Work, and a waiver of Tenant’s right to provide a Punch List relative thereto or dispute same.
4. Landlord, Landlord’s Agents, contractors, mechanics and workmen shall have the right to enter the Premises at any time to perform the Repair & Maintenance Work and complete the Punch List items in accordance with Applicable Law and such entry for such purpose shall not constitute an actual or constructive eviction in whole or in part, nor shall it entitle Tenant to any abatement or diminution of Rent, nor shall it relieve Tenant from any of its obligations under the Agreements, nor shall it impose any liability upon Landlord.
5. The Purchase Price as set forth in the RTP Agreement includes a Repair & Maintenance Reserve (as defined in the RTP Agreement) in the initial amount of \$2,500.00 which may result in either a credit against or a reduction in the final Purchase Price by an amount equal to the balance, if any, then remaining in such Repair & Maintenance Reserve as of the Closing. In accordance with the RTP Agreement, the amount of the Repair & Maintenance Reserve shall be reduced from time to time (but not below zero) by, among other things, the Price Adjustment (as defined in the RTP Agreement) and the aggregate Repair & Maintenance Costs incurred by Landlord; provided, however, that (a) except as set forth in the remainder of this Paragraph or the RTP Agreement, the aggregate Repair & Maintenance Costs applied as a reduction to the amount of the Repair & Maintenance Reserve shall not exceed the aggregate sum of \$2,500.00 and (b) any adjustments to the Repair &

Tenant Name: GABRIELLE TODD DORIS TODD
Premises Address: 4955 Vermette Circle, Plainfield, IL, 60586
Lease-IL: 2018-01

ERNEST WEST

JASMINE WEST

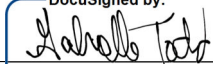
Maintenance Reserve shall become effective as of the substantial completion of the applicable item of Repair & Maintenance Work, it being understood that there may be more than one item of Repair & Maintenance Work prior to Closing. From time to time, Landlord shall have the right to provide Tenant (and shall so provide Tenant promptly after receipt of the Exercise Notice) an update of the calculation of the amount of the Purchase Price (including the amount of the Repair & Maintenance Reserve that has been used as of the date of such update) based upon any adjustments to the Purchase Price pursuant to this Addendum or any other provision of the Lease or RTP Agreement, it being understood and agreed that Landlord's calculation of the adjusted Purchase Price and the Repair & Maintenance Reserve, provided same is calculated consistently with the terms hereof and thereof shall be final and binding on Landlord and Tenant absent manifest error. The Monthly Base Rent payable under the Lease shall not be adjusted based upon any adjustments to the Purchase Price or the Repair & Maintenance Reserve. Nothing contained in this Addendum shall affect Tenant's obligation under the Lease to perform or pay for any repair or maintenance work to the Premises which was Tenant's obligation pursuant to the terms of the Lease or the cost of which is otherwise deemed to be Additional Rent.

- 6. This Addendum may be executed in one or more counterparts, each of which shall be deemed an original. The Agreements, as amended by this Addendum, shall continue in full force and effect, subject to the terms and provisions thereof. In the event of any conflict between the terms of the Agreements and the terms of this Addendum, the terms of this Addendum shall control. This Addendum shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

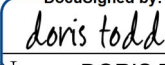
IN WITNESS WHEREOF, the parties hereto have executed this Repair, Maintenance & Improvement Addendum to Residential Lease & Right to Purchase as of 8/22/2019.

Tenant/Purchase Right Holder:

Landlord:


DocuSigned by:

Name: GABRIELLE TODD

HPA US1 LLC _____,
a Delaware limited liability company


DocuSigned by:

Name: DORIS TODD

DocuSigned by:

By: _____
BT5997C2DF1E4AE...

DocuSigned by:

Name: ERNEST WEST

Name: _____
Title: Authorized Agent

DocuSigned by:

Name: JASMINE WEST

MOLD ADDENDUM

This Mold Addendum to Residential Lease Agreement (“*Addendum*”) is attached to and made a part of that certain Residential Lease Agreement (as heretofore amended and together with any other addenda thereto, the “*Lease*”) to which the undersigned Landlord and Tenant are parties with respect to that certain home located at 4955 Vermette Circle, Plainfield, IL, 60586 (“*Premises*”). Landlord and Tenant hereby agree to the following terms and provisions:

1. **NATURE OF MOLD GROWTH.** Mold is a type of fungi which occurs naturally in the environment and is necessary for the natural decomposition of plant and other organic material. It spreads by means of sharing in microscopic spores borne on the wind, and is found everywhere life can be supported. Most people are familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile. Residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in the Premises. In order to grow, mold requires a food source. This might be supplied by items found in the home, such as fabric, carpet, or even wallpaper, or by building materials, such as drywall, wood, and insulation, to name a few. Also, mold growth requires a temperate climate. The best growth occurs at temperatures between 40°F and 100°F. Most importantly, mold growth requires moisture.

2. **MOISTURE AND MOLD GROWTH.** Moisture availability is the only mold growth factor that can be controlled in a residential setting. By minimizing moisture, Tenant can reduce or eliminate mold growth. Moisture in the home can have many causes. Spills, leaks, overflows, condensation, and high humidity are common sources of home moisture. Good housekeeping and home maintenance practices are essential in the effort to prevent or eliminate mold growth. If moisture is allowed to remain on the growth medium, mold can develop within 24 to 48 hours. If moisture sources are not removed or addressed, mold will continue to grow. All mold growth is not necessarily harmful, but mold has been linked with adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. However, there are no specific mold cleanup levels or established numerical abatement standards for mold remediation. The most effective remedy for mold is to remove the source(s) of excess water or continuing moisture intrusion.

3. **STEPS TO REDUCE MOLD GROWTH.** Mold growth depends largely on how Tenant maintains the Premises. Tenant shall take action to prevent conditions which cause mold, mildew or moisture build-up, and minimize any effects that may be caused by mold growth, including the following actions:

- Before bringing items into the Premises, Tenant shall check for signs of mold on the items. For example, potted plants (roots and soil), furnishings, or stored clothing and bedding material, as well as many other household goods, could already contain mold growth.
- Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating or preventing mold growth if used in accordance with the manufacturer’s recommendations.
- Keep the humidity in the Premises low. Vent clothes dryers to the outdoors. Ventilate kitchens and bathrooms by opening the windows, by using exhaust fans, or by running the air conditioning to remove excess moisture in the air, and to facilitate evaporation of water from wet surfaces.
- Promptly clean up spills, condensation, and other sources of moisture. Thoroughly dry any wet surfaces or material. Do not let water pool or stand in the home. Promptly replace any materials that cannot be thoroughly dried, such as drywall or insulation.
- Inspect for leaks on a regular basis. Look for discolorations or wet spots. Repair any leaks promptly. Empty water from condensation pans (refrigerators and air conditioners). Take notice of musty odors, and any visible signs of mold.
- Should mold develop, thoroughly clean the affected area. First, test to see if the affected material or surface is color safe. Porous materials, such as fabric, upholstery, or carpet should be discarded. Should the mold growth be substantial, contact Landlord for further direction on the use of services from a qualified mold abatement professional.

4. **FURTHER INFORMATION AND RESOURCES.** The U.S. EPA provides information and numerous resources regarding excess water, moisture intrusion and mold: <http://www.epa.gov/mold/>. The U.S. Centers for Disease Control and Prevention also provide details about mold growth and human health: <http://www.cdc.gov/mold/>.

5. **DUTIES OF TENANT.** Tenant agrees to assume responsibility for following the recommendations set forth in this Addendum. It is the responsibility of Tenant to take action to reduce or eliminate the occurrence of mold growth in the home. Tenant’s failure to take preventative actions may reduce or preclude Landlord’s responsibility for water damage or water intrusion. If there is any water damage or water intrusion to the Premises, Tenant shall take prompt action to prevent conditions which cause mold growth to develop. Tenant shall **immediately** notify Landlord in writing of water intrusion or mold and allow Landlord the

Tenant Name: GABRIELLE TODD DORIS TODD ERNEST WEST JASMINE WEST
Premises Address: 4955 Vermette Circle, Plainfield, IL, 60586
Lease-IL: 2018-01

opportunity to inspect the problem. Failure to notify Landlord of water intrusion or water damage or mold and/or the failure of Tenant to allow Landlord access to the Premises for the purpose of inspection, evaluation and/or corrective action shall be an affirmative defense to any Claims by Tenant arising from water damage or water intrusion.

6. NO REPRESENTATIONS. Tenant acknowledges and accepts that, except as expressly contained in the Lease, as provided to Tenant in a writing signed by Landlord or as required by Applicable Law, Landlord and Landlord’s Agents (i) have not made any representations, warranties nor indemnifications, either expressed or implied, as to (a) the physical condition of the Premises, nor (b) indoor air quality conditions (including the presence or absence of Substances [defined below]) at the Premises, and (ii) are not responsible in any way for conditions that may exist at the Premises or health problems or property damage that might develop from or be related to such conditions or Substances. Naturally occurring radon, molds, fungi, spores, pollens and/or botanical substances or other allergens (e.g., dust, pet dander, insect waste material, etc.) may be found in a home, including radon and mold. In addition, certain building materials (such as asbestos, urea-formaldehyde foam insulation (“UFFI”) and drywall—also known as wallboard, gypsum board or plasterboard manufactured in China (“Chinese Drywall”)) have been linked to health concerns and/or property damage. These are all collectively referred to as “Substances.” To the greatest extent permitted by Applicable Law, Tenant (for itself and all others claiming through Tenant) hereby releases Landlord Indemnitees (and prior owners) from any claims or liability relating to the presence or non-disclosure of Substances in or about the Premises. Tenant is directed to consult the U.S. Environmental Protection Agency website at www.epa.gov or the equivalent state environmental/health services agency if additional information concerning indoor air quality and Substances is desired.


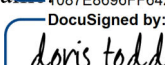
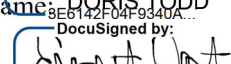

7. LIMITATIONS ON LANDLORD LIABILITY. Tenant acknowledges and agrees that Landlord shall not be liable for (and hereby releases Landlord from) any and all Claims with respect to the presence and/or existence of molds, mildew, and/or microscopic spores unless caused by the sole gross negligence or willful misconduct of Landlord. To the extent Landlord may be liable, if at all, Tenant, on behalf of itself, and any Occupants, hereby indemnifies Landlord Indemnitees from and against any and all Claims for property damage, injury, or death resulting from the exposure to microscopic spores, mold, fungi, and/or mildew and from any loss of resale value due to the presence and/or existence of mold, mildew and/or microscopic spores; provided, however, that in no event is Tenant indemnifying Landlord as a result of the presence and/or existence of mold, mildew, and/or microscopic spores if caused by the sole gross negligence or willful misconduct of Landlord.

8. CONFLICT/LEASE. This Addendum is incorporated into the Lease as though fully set forth therein and in case of a conflict between the provisions of this Addendum and any provisions of the Lease, the provisions of this Addendum shall govern and control. Capitalized terms used in this Addendum which are not otherwise defined herein shall have the meanings ascribed thereto in the Lease. This Addendum may be executed in one or more counterparts, each of which shall be deemed an original. This Addendum shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Tenant: It is important that you carefully inspect the Premises for mold before the Commencement Date and identify any problems to Landlord. To minimize the likelihood of mold it is important that you read and follow the requests and recommendations in this Addendum.


IN WITNESS WHEREOF, the parties hereto have executed this Mold Addendum as of the Effective Date.

Tenant:

DocuSigned by:

Name: GABRIELLE TODD
1087E8696FF6426...
DocuSigned by:

Name: DORIS TODD
8E6742F04F9340A...
DocuSigned by:

Name: ERNEST WEST
2152024599174C2...
DocuSigned by:

Name: JASMINE WEST
B1419161FE4F463...

Landlord:

HPA US1 LLC _____,
a Delaware limited liability company

By: 
B15997C2DF1E4AE...
Name: _____
Title: Authorized Agent

COMMENCEMENT DATE NOTIFICATION

This Commencement Date Notification to Residential Lease & Right to Purchase ("Notification") is being delivered to GABRIELLE TODD DORIS TODD ERNEST WEST JASMINE WEST ("Tenant") by Landlord pursuant to that certain Residential Lease Agreement ("Lease") and that certain Residential Right to Purchase Agreement ("RTP Agreement") and together with the Lease, the "Agreements") to which the undersigned Landlord ("Landlord") and Tenant are parties with respect to that certain home located at 4955 Vermette Circle, Plainfield, IL, 60586 ("Premises"). Capitalized terms which are used in this Notification but are not defined herein shall have the meaning ascribed thereto in the Agreements.

1. The Commencement Date of the Lease is 09/02/2019.
2. The Initial Term of the Lease (i.e., Year 1) shall expire on 09/01/2020.
3. The First Renewal Term shall begin on 09/02/2020 (the "First Renewal Term Start Date").
4. The Pro-Rated Rent for the month in which the Commencement Date occurs is \$ 2465.00 and is due on or before 09/02/2019 ("Pro-Rated Rent Due Date").
5. If the Commencement Date and/or the Initial Term set forth in this Notification is different from the dates set forth in the Agreements, then the dates contained in this Notification shall supersede and control (i.e., if the Lease states that the Estimated Commencement Date is March 1, 2017 but the Commencement Date does not in fact occur until March 5, 2017, then the March 5, 2017 date contained in the Notification shall be the date used to calculate the Initial Term, Renewal Terms and all other dates which are calculated from the Commencement Date). The Agreements shall continue in full force and effect, subject to the terms and provisions of this Notification.
6. Tenant has been provided with a Condition Form ("Condition Form") for the Premises and has had the opportunity to note any defects or damage relating to the Premises on the Condition Form before returning same to Landlord. **Tenant must return the Condition Form to Landlord within three (3) Business Days after the Commencement Date** in accordance with the Lease -- any damage to the Premises beyond normal wear and tear which is not so noted by Tenant on the Condition Form will be presumed to have been caused by Tenant.

Landlord:

HPA US1 LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: Authorized Agent

Date: _____

**RESIDENTIAL RIGHT TO PURCHASE AGREEMENT
(HOME PARTNERS ILLINOIS)**

This Residential Right to Purchase Agreement (the “*Right to Purchase Agreement*,” “*RTP Agreement*” or “*Agreement*”) is made and entered into as of the date set forth on the signature page hereof by and among the person(s) identified on the signature page hereof as the Purchase Right Holder (individually or if more than one person is named, collectively, “*Purchase Right Holder*”) and the Landlord identified on the signature page hereof, as seller (herein, “*Landlord*” or “*Seller*”).

WHEREAS, concurrently with the execution of this Agreement, Seller, as landlord, has entered into a Residential Lease Agreement of approximately even date herewith (the “*Lease*”) with Purchase Right Holder and the additional other tenants, if any, who are named therein (collectively, the “*Tenant*”), as tenant, upon the terms and conditions contained therein with respect to the real property having a street address of 4955 Vermette Circle, Plainfield, IL, 60586 and which is legally described on *Exhibit B* attached hereto (together with improvements thereon now or hereafter owned by Seller, the “*Premises*”). Capitalized terms used in this Agreement which are not otherwise defined herein shall have the meanings ascribed to them in the Lease; and

WHEREAS, Purchase Right Holder and Seller desire to enter into this Agreement with respect to the Premises upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations stated herein and in the Lease and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree that the recitals set forth above are incorporated into this Agreement as though fully set forth below, and otherwise agree as follows:

1. **RIGHT TO PURCHASE.** Subject to the terms and conditions of this Agreement, Seller hereby grants to Purchase Right Holder the right to purchase the Premises (the “*Purchase Right*”) during the Term of the Lease at the purchase price which is set forth on *Exhibit A* attached hereto which corresponds to the actual Closing Date (defined below) (as applicable, the “*Purchase Price*”) and in accordance with the terms and conditions which are contained in this Agreement and the Real Estate Sale Contract (or successor form reflecting substantially similar terms) attached hereto as *Exhibit C* including any addenda attached hereto or thereto or disclosures that may be provided relative thereto (such Real Estate Sale Contract, together with such addenda or disclosures, is referred to as the “*Purchase Contract*”). **THIS RIGHT TO PURCHASE AGREEMENT IS NOT A CONTRACT TO BUY.** The Purchase Price may be further adjusted in accordance with Paragraph 22 below. The Purchase Right is expressly conditioned upon Purchase Right Holder’s compliance with each the following conditions:
 - a. If Purchase Right Holder wishes to exercise its Purchase Right, Purchase Right Holder must notify Seller in writing of its election to exercise such Purchase Right (“*Exercise Notice*”) at least thirty (30) but no more than sixty (60) calendar days prior to the proposed Closing Date (which proposed Closing Date must be identified in the Exercise Notice). If the Purchase Right Holder consists of more than one (1) person, then the Exercise Notice shall not be valid unless all persons constituting Purchase Right Holder shall sign the same Exercise Notice (it being understood and agreed that such Exercise Notice may be signed in counterparts, but all shall be delivered to Seller simultaneously). Provided that all steps and conditions specified below are met, title to the Premises shall be transferred to such persons who are identified as the purchasers in such Exercise Notice (collectively, “*Purchasers*”), as tenants in common, unless otherwise designated in the Exercise Notice or in the Executed Purchase Contract (defined below), upon the terms specified below. Furthermore, if less than all Purchase Right Holders sign an Exercise Notice, it will be of no force or effect.
 - b. At the time of delivery of the Exercise Notice and continuing through the Closing Date, (i) Purchase Right Holder shall not be in default or have defaulted in the performance of any of its obligations under this Agreement (beyond expiration of applicable notice and cure periods) and (ii) Tenant shall not then be in default in the

Purchase Right Holder Name: GABRIELLE TODD DORIS TODD
Premises Address: 4955 Vermette Circle, Plainfield, IL, 60586
RTP - IL: 2018-01

ERNEST WEST

JASMINE WEST
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performance of any of its obligations under the Lease (beyond expiration of applicable notice and cure periods); otherwise, in either event, at Landlord's option and upon notice to Purchase Right Holder, the Exercise Notice shall be of no force or effect.

- c. At the time of delivery of the Exercise Notice and continuing through the Closing Date, the Lease shall not have expired or been terminated; otherwise, the Exercise Notice shall be of no force or effect.
- d. Within ten (10) days after delivery of the Exercise Notice, Purchaser must execute and deliver (i) to Seller counterparts (originals if required by Seller) of the Purchase Contract reflecting the Purchase Price (as adjusted pursuant to this Agreement and/or the Lease) as of the proposed Closing Date (such agreement, once fully executed and delivered by Seller, the "*Executed Purchase Contract*") together with (ii) the \$1,000 earnest money deposit required by the Purchase Contract, in good and collectible funds, made payable and delivered to Seller or as Seller shall otherwise direct. **Notwithstanding anything contained in this Agreement to the contrary, in the event that any of the conditions contained in this Paragraph 1 has not been completely satisfied at the time Seller receives either the Exercise Notice or the Purchase Contract signed on behalf of the Purchaser, then Seller shall not be obligated to execute the submitted Purchase Contract and the Exercise Notice shall be deemed invalid for all purposes. In the event that Seller does not execute and return to Purchaser the Executed Purchase Contract as aforesaid, then Seller shall refund the earnest money deposit made by Purchase Right Holder pursuant to this Subparagraph 1.d.**
- e. Purchase Right Holder shall not have the right to assign any of their rights under this Agreement or the Executed Purchase Contract it being understood and agreed that only the persons identified in this Agreement as the Purchase Right Holder shall be named as Purchaser in the Purchase Contract, and Purchase Right Holder shall not be permitted to name additional purchasers to the Purchase Contract nor remove any person identified as a Purchase Right Holder; provided, however, that notwithstanding the foregoing, if more than one person is identified in this Agreement as the Purchase Right Holder, then all (but not less than all) of the Purchase Right Holders identified in this Agreement may designate a subset of Purchase Right Holders to be Purchaser in the Purchase Contract provided that such designation is contained in the Exercise Notice signed by all of the Purchase Right Holders and all (but not less than all) of the Purchase Right Holders agree to execute such documents or instruments as may be necessary to effectuate such designation in connection with the Closing (defined below).
- f. The closing date pursuant to the Executed Purchase Contract (the "*Closing Date*") shall be a date that is mutually agreed to by Purchaser and Seller, but shall be a date that is:
 - i. no sooner than thirty (30) but no more than sixty (60) days after the date of delivery of the Exercise Notice provided that the Executed Purchase Contract is fully executed no less than ten (10) days after the Exercise Notice; and
 - ii. no later than the scheduled Expiration Date of the Term of the Lease; provided, however, in the event that the Closing Date is scheduled for, or is delayed such that it will actually occur, after the scheduled Expiration Date of the current Term of the Lease (but in no event beyond the last day of the Fourth Renewal Term of the Lease), then:
 - A. the Term of the Lease shall automatically be extended for the subsequent Renewal Term of the Lease (should one remain) and any termination notice given by Tenant pursuant to Section 3 of the Lease shall automatically and irrevocably be deemed to have been rescinded by Tenant; and
 - B. the Purchase Price shall be adjusted pursuant to the terms of this Agreement to reflect the actual Closing Date.



Notwithstanding anything contained in the Lease or this Agreement to the contrary, the Term of the Lease shall automatically terminate and expire (and such date shall become the "Expiration Date" under the Lease for all purposes) effective as of the earliest to occur of: (I) the actual Closing Date, (II) the last day of the Fourth Renewal Term of the Lease, and (III) such other Expiration Date as may be provided in the Lease, it being understood and agreed that any holdover of the Premises beyond the date set forth in this paragraph shall be subject to the holdover provisions contained in the Lease.

- g. **The Purchase Right (and the Executed Purchase Contract if same shall have been entered into) shall, at Seller's option and upon notice to Purchase Right Holder, terminate, become null and void and of no force or effect (subject to Applicable Laws [as defined in the Lease]), upon the occurrence of any of the following:**
- i. Purchase Right Holder fails to duly deliver an Exercise Notice to Seller in accordance with this Agreement at least sixty (60) days prior to the scheduled Expiration Date of the Lease (subject to Paragraph 1.f.ii above) but in all events at least sixty (60) days prior to the last day of the Fourth Renewal Term of the Lease;
 - ii. Purchase Right Holder defaults under this Agreement including, without limitation, if the Purchase Right Holder violates the restrictions on who may be named as Purchaser in the Purchase Contract, the restrictions against changing the person(s) named as Purchaser in the Executed Purchase Contract, or the restrictions on transfer of the Purchase Right set forth herein;
 - iii. Purchaser assigns or attempts to assign any rights it may have in the Executed Purchase Contract, except as expressly allowed in this Agreement;
 - iv. Tenant assigns or attempts to assign the Lease or any interest therein, sublets or attempts to sublet (whether Landlord consents to same or not) all or any portion of the Premises, or issues or attempts to issue a license to use all or any portion of the Premises, in violation of the Lease;
 - v. Tenant has defaulted under its obligations under the Lease and such default has not been cured within any applicable notice and cure periods, if the Lease has expired or is terminated for any reason or if Tenant has been lawfully evicted from the Premises; or
 - vi. Upon failure of the Closing to occur within thirty (30) days after the initially scheduled Closing Date due to Purchaser's default under the Executed Purchase Contract (but in no event later than the last day of the Fourth Renewal Term of the Lease).

In the event the first Executed Purchase Contract is terminated by the Purchaser as a result of the Appraisal Contingency contained therein, then (and only then) shall Purchase Right Holder have the right to submit a second (2nd) Exercise Notice in accordance with the terms of this Agreement (and execute a second Purchase Contract). For clarification purposes, Purchase Right Holder shall be entitled to issue an Exercise Notice no more than two (2) times provided that the initial Exercise Notice resulted in a termination of the Executed Purchase Contract due to an Appraisal Contingency. It shall be irrelevant that any such Exercise Notice may be deemed invalid, revoked, of no force or effect, void or terminated pursuant to the terms of this Agreement.

- h. Upon Closing, (A) Landlord or Seller, as the case may be, shall credit Purchaser an amount equal to (i) any unapplied Security Deposit then held by Landlord under the Lease (subject to permitted setoffs), (ii) a pro-rated amount of any prepaid Rent as of the Closing Date, plus (iii) any other amounts which Landlord has expressly agreed to credit to Tenant in accordance with the terms of the Lease (e.g., pet fees previously paid by Tenant) and (B) all such amounts so applied or credited shall automatically be deemed to have been returned to the Tenant under the Lease and Landlord shall have no further obligation to account for same to the Tenant under the Lease. However, at least five (5) days prior to the scheduled Closing Date, Purchase Right Holder shall have



the right to direct Seller in writing to refund the Security Deposit and prepaid Rent to the Tenant in accordance with the terms of the Lease.

- i. The Purchase Right is personal to Purchase Right Holder. Purchase Right Holder shall not permit the transfer, assignment or other conveyance (including by operation of law) of all or any interest in the Purchase Right or in this Agreement, except as otherwise expressly stated in this Agreement. Likewise, Purchaser shall not have the right to assign any right or interest it may have in and to the Executed Purchase Contract.
- j. Notwithstanding anything contained in this Agreement to the contrary, Purchase Right Holder's delivery of the Exercise Notice or Purchaser's entering into an Executed Purchase Contract shall not extinguish or release Purchase Right Holder or any Tenant from any liability or obligations under this Agreement or the Lease, as applicable, including but not limited to the obligation to pay Rent through the last day of the Term of the Lease. Landlord shall have the right to collect all outstanding payments due under the Lease as a condition of consummating the Closing.

Each of the terms and conditions contained in this Paragraph 1 must be fully satisfied in order for the Purchase Right Holder to validly exercise the Purchase Right and for the Purchaser to consummate the Closing. The consummation of the purchase of the Premises by Purchaser pursuant to the Executed Purchase Contract is referred to as the "Closing".

- 2. **CONDITION OF PREMISES.** EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY OTHER DOCUMENT EXECUTED BY SELLER PURSUANT TO THIS AGREEMENT OR THE EXECUTED PURCHASE CONTRACT, AND TO THE GREATEST EXTENT ALLOWED BY APPLICABLE LAW, (A) PURCHASE RIGHT HOLDER, FOR ITSELF AND ON BEHALF OF PURCHASER, REPRESENTS, WARRANTS AND ACKNOWLEDGES THAT PURCHASER IS PURCHASING THE PREMISES IN ITS "AS-IS, WHERE-IS, WITH ALL FAULTS" CONDITION AS OF THE DATE OF EXECUTION OF THE EXECUTED PURCHASE CONTRACT AND THE CLOSING DATE AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, HABITABILITY OR ANY OTHER WARRANTY OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF SELLER; (B) SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE PREMISES; AND (C) PURCHASE RIGHT HOLDER, IN ITS CAPACITY AS TENANT UNDER THE LEASE, SHALL BE DEEMED TO BE FULLY AWARE OF THE CONDITION OF THE PREMISES AND ACKNOWLEDGES THAT IT SHALL HAVE HAD AMPLE OPPORTUNITY TO INSPECT THE PREMISES PRIOR TO ISSUANCE OF THE EXERCISE NOTICE AND THE EXECUTION OF THE CONTRACT AND, TO THE EXTENT THAT THE PREMISES HAS BEEN DAMAGED PRIOR TO CLOSING, PURCHASE RIGHT HOLDER (AND PURCHASER) SHALL BE DEEMED TO HAVE CONSENTED TO AND/OR CAUSED SUCH DAMAGE AND TO ACCEPT THE PREMISES IN ITS DAMAGED CONDITION AS OF THE CLOSING. IN FURTHERANCE THEREOF, TO THE GREATEST EXTENT ALLOWED BY APPLICABLE LAW, SELLER SHALL HAVE NO OBLIGATION UNDER THIS AGREEMENT OR THE EXECUTED PURCHASE CONTRACT TO REPAIR OR RESTORE THE PREMISES. PURCHASE RIGHT HOLDER ACKNOWLEDGES AND AGREES THAT: (I) THE PURCHASE PRICE WAS NEGOTIATED WITH THE EXPRESS UNDERSTANDING THAT PURCHASE RIGHT HOLDER IS RESPONSIBLE FOR ALL PROPERTY MAINTENANCE NEEDS OF THE PREMISES PURSUANT TO THE LEASE (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE LEASE TO THE CONTRARY), THIS AGREEMENT AND THE EXECUTED PURCHASE CONTRACT AND (II) **THE LEASE PROVIDES THAT THE TENANT (WHICH INCLUDES THE PURCHASE RIGHT HOLDER) WILL OCCUPY THE PREMISES DURING THE TERM OF THE LEASE, AND THE PARTIES HERETO EXPRESSLY CONTEMPLATE THAT TENANT/PURCHASE RIGHT HOLDER WILL THEREFORE BE IN A UNIQUE POSITION TO INVESTIGATE ALL MATTERS RELATED TO THE CONDITION OF THE PREMISES.**

Purchase Right Holder Name: GABRIELLE TODD _____ DORIS TODD _____
Premises Address: 4955 Vermette Circle, Plainfield, IL, 60586 _____
RTP - IL: 2018-01

ERNEST WEST

JASMINE WES
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Purchase Right Holder acknowledges and agrees that it is familiar with and has been provided with each of the disclosures identified in the Lease and that same shall be deemed to be incorporated into this Agreement and the Executed Purchase Contract by this reference without the necessity of attaching same hereto or thereto.

Seller shall not discriminate against Purchase Right Holder in the provision of services or in any other manner on the basis of race, religion, sex, national origin, familial status or disability, nor on the basis of any class protected by Applicable Law.

- 3. **SUBORDINATION.** This Agreement and Purchase Right Holder’s interest in this Agreement are and shall be subject to and subordinate, junior and inferior to any and all Liens (as defined in the Lease and to the extent not prohibited by Applicable Laws) now or hereafter affecting the Premises and to any and all advances now or thereafter made under any such Liens (including future advances) and the interest payable on such Liens and to any existing or future deeds placed on the Premises. Purchase Right Holder will execute such instruments evidencing such subordination and attornment at Seller’s request. If Purchase Right Holder fails to comply with such request, Purchase Right Holder hereby irrevocably empowers and appoints Seller his/her attorney-in-fact to do so in Purchase Right Holder’s name and on Purchase Right Holder’s behalf. Such power shall be deemed to be coupled with an interest and shall be irrevocable.
- 4. **TIME IS OF THE ESSENCE.** Purchase Right Holder agrees that time is of the essence for the performance of each and every covenant, term, agreement and condition contained in this Agreement and the Executed Purchase Contract (including but not limited to delivery of notices and payment obligations) by or on behalf of the Purchase Right Holder and Purchaser and that each of them shall be held in strict compliance with the same.
- 5. **DEFAULT.** If Purchase Right Holder fails to comply with any of the provisions of this Agreement, if Purchaser defaults in any of its obligations under the Executed Purchase Contract, or if any Tenant fails to comply with any of the provisions of the Lease, and such failure or default is not cured within applicable notice and cure periods, if any, then (a) Seller shall have the right, upon notice to Purchase Right Holder, to terminate this Agreement, the Lease and/or the Executed Purchase Contract, or any of them, and (b) a default under any one of the Lease, this Agreement and the Executed Purchase Contract shall constitute a default under all of them and shall afford Landlord the right to exercise any or all of Seller’s or Landlord’s rights and remedies applicable thereto, at law or in equity. See also Paragraph 21 of this Agreement.
- 6. **ATTORNEYS’ FEES.** If at any time after the date of this Agreement, either party institutes any action or proceeding (including an arbitration proceeding) against the other relating to the provisions of the Lease, this Agreement or any default under either of them or the Premises (whether founded in tort, contract, equity or to secure a declaration of rights thereunder), the party not prevailing in the action or proceeding or appeal therefrom will reimburse the prevailing party for its reasonable attorneys’ fees (not to exceed the sum of \$2,000.00 in the aggregate for any such action which amount shall be inclusive of (a) fees incurred at trial or arbitration, any appeal therefrom, or in connection with any bankruptcy proceedings, and (b) all costs and expenses incurred in connection with such action, proceeding, appeal or in collection of any judgment including expert fees, any post-judgment fees and costs). The term “prevailing party” shall include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense.
- 7. **RECORDING OF AGREEMENT.** Neither Purchase Right Holder nor Purchaser shall record this Agreement or the Executed Purchase Contract (or any memorandum hereof or thereof) in the public records of any public office and should this provision be violated, then (a) same shall constitute a default under this Agreement and the Executed Purchase Contract, (b) Seller shall have the right to immediately terminate this Agreement, the Lease and/or the Executed Purchase Contract and shall be entitled to all of Seller’s and Landlord’s Rights and Remedies available at law or in equity and (c) Purchase Right Holder and Purchaser hereby irrevocably empower and appoint Seller his/her



attorney-in-fact to record a termination of any such agreement in their name and on their behalf, such power shall be deemed to be coupled with an interest and shall be irrevocable.

- 8. **GOVERNING LAW; CONSTRUCTION; TRIAL BY JURY.** This Agreement shall be governed, construed and interpreted by, through and in accordance with the laws of the state in which the Premises is located, without reference to its conflict of law’s provisions. The parties hereto agree that any suit or proceeding arising under this Agreement shall be brought solely in a federal or state court serving the county in which the Premises is located. Each party consents to the jurisdiction of these courts and waives any objection to jurisdiction or venue. EACH PARTY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS AGREEMENT, BUT ONLY TO THE EXTENT SUCH WAIVER IS NOT PROHIBITED BY APPLICABLE LAW. It is understood and agreed that notwithstanding anything contained in this Agreement to the contrary, in the event that any of Seller’s rights or remedies contained in this Agreement are subject to or are prohibited by the terms of Applicable Laws, then Seller’s/Landlord’s rights and remedies shall be limited so that they comply with and shall be subject to such Applicable Laws. Likewise, nothing contained herein is intended to limit or interfere with any rights which are expressly granted to Purchase Right Holder pursuant to Applicable Laws and which are considered by such laws to be non-waivable by Purchase Right Holder. In construing this Agreement and the Lease, no provision hereof or thereof shall require the performance or waiver of any obligation or right, as applicable, which would violate any Applicable Laws and any such provision shall be interpreted so as to comply therewith.
- 9. **SEVERABILITY.** If any clause, phrase, provision or portion of this Agreement or the application thereof, including without limitation, to any person or circumstance, shall, for any reason and to any extent, be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable, the remainder of this Agreement nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances, but instead the remainder shall remain in full force and effect as though any invalid or unenforceable part was not written into this Agreement and shall be enforced to the maximum extent permitted by law. The omission of initials on any page shall not invalidate this Agreement.
- 10. **SURVIVAL.** Except as otherwise expressly provided herein, nothing contained in this Agreement shall serve to extinguish any of Tenant’s outstanding obligations under the Lease.
- 11. **CONSTRUCTION; SUCCESSORS; BINDING EFFECT.** The words “Landlord”, “Tenant,” “Purchaser” and “Purchase Right Holder” wherever used herein shall be construed to mean “Landlords,” “Tenants,” “Purchasers” and “Purchase Right Holders” in case more than one person constitutes either party to this Agreement. The covenants, obligations, conditions and agreements herein shall be binding upon and, to the extent expressly permitted in this Agreement, inure to the benefit of, their respective successors, heirs, executors, administrators and permitted assigns. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
- 12. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only, and they are not intended to have any effect whatsoever in determining the rights or obligations of the parties hereto.
- 13. **NO WAIVER.** All remedies provided herein shall be cumulative. No waiver of a breach or default by Seller shall be deemed a continuing waiver. No indulgence, waiver, election or non-election by Seller under this Agreement or Landlord under the Lease shall affect such party’s duties and liabilities hereunder or thereunder, as the case may be. No action or omission of Seller, including without limitation, making payments on behalf of Purchase Right Holder or Tenant, not enforcing or belatedly enforcing written notice requirements, rental due dates, acceleration, liens, or other of Seller’s or Landlord’s Rights and Remedies will be considered a waiver under any circumstances. Except when notice or demand is required by statute, Purchase Right Holder waives any notice and demand for performance from Seller if Purchase Right Holder defaults under this Agreement. Seller’s exercising one remedy will not constitute an election or waiver of any other of Seller’s or Landlord’s Rights and Remedies. None of Seller’s or Landlord’s Agents is personally liable for any of Seller’s contractual, statutory, or other obligations merely by virtue of acting on Seller’s behalf, and all provisions regarding Seller’s non-liability and non-duty apply to the same.



14. **COUNTERPART EXECUTION; MODIFICATION.** This Agreement and the Purchase Contract may be executed in one or more counterparts, each of which shall be deemed an original. Furthermore, executed counterparts of this Agreement or the Purchase Contract, any amendment hereto or thereto may be delivered by facsimile or other reliable electronic means (including emails of pdf/tif documents), and such facsimile or other electronic transmission shall be valid and binding for all purposes when transmitted to and actually received by the other party. Notwithstanding the foregoing, each party delivering executed documents by facsimile or other electronic means agrees to provide the other party with an original, hard copy of the relevant signed documents promptly after the request of the other party.
15. **ATTORNEY REVIEW.** Purchase Right Holder acknowledges that (a) it has received a copy of the Lease and the Purchase Contract, (b) it is familiar with the terms thereof and (c) it has had the opportunity to consult with its legal counsel regarding this Agreement, the Purchase Contract and the Lease, and that, accordingly, the terms of this Agreement, the Purchase Contract and the Lease are not to be construed against any party because of that party's role in drafting same or construed in favor of any party because that party failed to understand the legal effect of the provisions thereof.
16. **MULTIPLE PURCHASE RIGHT HOLDERS.** Each person constituting Purchase Right Holder is jointly and severally liable for all obligations under this Agreement. If one person constituting Purchase Right Holder violates its obligations under this Agreement, then all persons constituting Purchase Right Holder will be considered to have violated this Agreement. Each person constituting Purchase Right Holder acknowledges and agrees that Seller's requests and notices (including sale notices) sent to the person and address identified as the Purchase Right Holder Notice Recipient in Paragraph 17 below conclusively constitutes notice to all persons constituting Purchase Right Holder. The Purchase Right Holder Notice Recipient for Seller's requests and notices hereby acknowledges and agrees that he or she (and not Seller) is responsible for ensuring that all other persons constituting Purchase Right Holder receive all requests, notices to which they are entitled. Purchase Right Holder shall have the right to change the person then-designated as the Purchase Right Holder Notice Recipient pursuant to a notice signed by all of the persons constituting the Purchase Right Holder which identifies such new Purchase Right Holder Notice Recipient. In the event Seller receives conflicting notices from the various persons constituting Purchase Right Holder, Seller shall have the right to rely upon notices only from the person then-identified as the Purchase Right Holder Notice Recipient and to disregard all other notices. Purchase Right Holder agrees that it shall, at all times, cause the Purchase Right Holder Notice Recipient to be the same person who is identified as the Tenant Notice Recipient under the Lease.
17. **NOTICES.** Except as otherwise provided herein (including, without limitation, the provisions of Paragraph 16 concerning a multiple-person party), all notices required shall be in writing and shall be served by one party to the other party (each, a "Notice"). **If notice is required to be given to Seller, notice must be in writing and sent to Seller at the address set forth below.** Notice shall be given as required by Applicable Law and otherwise in the following manner: (a) by personal delivery of such Notice (in which event such Notice shall be effective on the date of such delivery); or (b) in the case of Notice to Purchase Right Holder, Seller shall have the right to provide Notice to Purchase Right Holder by posting the Notice upon the front door of the Premises and, if required by Applicable Law, mailing a copy; or (c) by mailing of such Notice to the addresses contained herein by U.S. regular mail or U.S. registered or certified mail, return receipt requested (except as otherwise provided herein, Notice served pursuant to this subclause (c) shall be effective three (3) Business Days after the date of mailing); or (d) Notice shall be effective as of date and time of receipt of a facsimile transmission, provided that the Notice transmitted shall be received on a Business Day and during Business Hours (in the event such Notice is received either on a non-Business Day or during non-Business Hours, the effective date and time of receipt of such Notice shall be 9:00 a.m. **Central Time** of the first Business Day after receipt); or (e) Notice shall be effective as of date and time of electronic mail transmission of a Notice, provided that the Notice transmitted shall be sent on a Business Day during Business Hours and recipient shall have acknowledged such transmission (in the event an electronic mail transmission Notice is transmitted either during non-Business Hours or a non-Business Day, the effective date and time of Notice shall be 9:00 a.m. **Central Time** of the first Business Day after receipt); or (f) Notice by a nationally-recognized overnight delivery or courier company (e.g., FedEx) shall be effective one Business Day after delivery to the courier, shipping prepaid. In addition



to the foregoing delivery options, notices from Landlord may be delivered to Purchase Right Holder via a link to Seller's portal.

Notice Addresses:

Seller's Notice Address:

HPA US1 LLC
120 S. Riverside Plaza, Suite 2000,
Chicago, IL 60606
Attn: General Counsel
TELEPHONE: (877) 234-5155
EMAIL: notices@homepartners.com
FAX: (312) 780-1669

With a copy to:

HPA US1 LLC
c/o Pathlight Property Management
6500 International Pkwy #1100
Plano, TX 75093
Attn: Property Manager
EMAIL: movein@pathlightmgt.com
TELEPHONE: (800) 527-5030
FAX: (866) 221-8563

Purchase Right Holder Notice Address:

THE FOLLOWING PERSON SHALL BE THE DESIGNATED "PURCHASE RIGHT HOLDER NOTICE RECIPIENT" AUTHORIZED TO DELIVER AND ACCEPT NOTICES ON BEHALF OF ALL PURCHASE RIGHT HOLDERS PURSUANT TO PARAGRAPH 16 ABOVE (THERE SHALL BE ONLY ONE DESIGNATED PURCHASE RIGHT HOLDER NOTICE RECIPIENT AT ANY TIME) AND THE PURCHASE RIGHT HOLDER NOTICE RECIPIENT ADDRESS SHALL BE THE PREMISES; provided, however, that if a physical mailing address other than the Premises is inserted below, such below address shall be used solely for the mailing by U.S. regular mail of an informational copy of Notices otherwise sent to the Premises, it being agreed that Seller's failure to send such informational copy shall not affect the effectiveness of Notices sent to the Premises or otherwise delivered in accordance with this Paragraph):

PURCHASE RIGHT HOLDER NOTICE RECIPIENT: GABRIELLE TODD
ADDRESS (for information purposes only): 4955 Vermette Circle, Plainfield, IL, 60586
EMAIL: sassyjazzie123@aol.com
FAX: _____

Each party shall have the right from time to time to change the place notice is to be given under this Paragraph (or, in the case of notices to Purchase Right Holder Notice Recipient, where an informational copy is to be sent) by written notice thereof to the other party. Written notice from Seller's or Landlord's Agent or Seller's or Landlord's attorney shall constitute notice from Seller. Any person giving a notice under this Agreement should retain a copy of the memo, letter, or fax that was given. Facsimiles and portable document format (pdf) signatures are binding. All notices must be signed (if by email, signature may be typed within the email).

18. **ENTIRE AGREEMENT.** This Agreement, the Lease together with the Document Review Acknowledgment signed by Tenant and any other written documents signed by Seller or Landlord and Purchase Right Holder or Tenant, and delivered to the other (including the Executed Purchase Contract, if executed), constitute the complete and entire agreement among the parties, and no representations or oral statements of either party are binding unless contained herein or therein. None of those agreements may be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties thereto. Neither Seller nor any of Seller's or Landlord's Agents has made any oral promises, representations, or agreements not contained herein. Seller's Agents have no authority to waive, amend, or terminate this Agreement, the Lease or any part of it, unless such authority is in writing and signed by Landlord, and no authority to make promises, representations, or agreements that impose security duties or other obligations that would be binding or enforceable on Seller or Seller's or Landlord's Agents unless in each such instance such authority is in writing signed by Landlord.



19. **NO THIRD PARTY BENEFICIARIES.** This Agreement does not create any rights, claims or benefits inuring to any person or entity that is not a party to this Agreement nor does it create or establish any third party beneficiary to this Agreement or the Purchase Contract. Purchase Right Holder shall not be a third party beneficiary of any agreements entered into by Seller which may affect the Premises.
20. **ASSIGNMENT BY SELLER; LIMITATION OF LIABILITY.** Seller shall have the absolute right to sell, transfer and/or assign, in whole or in part, all of its rights in the Premises and its rights and obligations under this Agreement and upon such sale, transfer and/or assignment, Seller shall transfer all of its rights and obligations under this Agreement to such assignee/transferee and Seller shall thereupon be released from any further obligations under this Agreement, and Tenant agrees to look solely to such successor in interest of Seller for the performance of such obligations. Any liability of Seller under this Agreement shall be limited solely to its interest in the Premises and in no event shall any personal liability be asserted against Seller, its members, or their respective members, partners, shareholders, officers, directors, agents or employees, in connection with this Agreement nor shall any recourse be had to any other property or assets of Seller, its members, or their respective members, partners, shareholders, officers, directors, agents or employees. In no event shall Seller nor any of its agents be liable for consequential or punitive damages as a result of a breach or default under or otherwise in connection with this Agreement. No member, officer, director, employee, agent, management representative, or personnel of Seller shall be personally liable for any of Seller’s contractual, statutory, or other obligations merely by virtue of acting on Seller’s behalf.
21. **AGREEMENT EFFECTIVENESS; NO OFFER.** Seller has delivered a copy of this Agreement to Purchase Right Holder for its review and Seller’s delivery thereof does not constitute an offer by Seller to Purchase Right Holder, nor an option. Notwithstanding anything contained in this Agreement to the contrary, the submission of this Agreement to Seller, executed on behalf of Purchase Right Holder, shall constitute an irrevocable offer to Seller to enter into this Agreement which may be accepted by Seller within fifteen (15) days after Purchase Right Holder’s submission thereof to Seller, and Purchase Right Holder shall not have the right to terminate this Agreement nor revoke its offer within such 15-day period. Seller has made (or will be making) an offer to purchase the Premises in reliance upon Purchase Right Holder’s having indicated its agreement to submit (or having submitted) a copy of this Agreement signed by such Purchase Right Holder to Seller and Tenant’s agreement to submit (or having submitted) a copy of the Lease signed by such Tenant to Landlord. Furthermore, Purchase Right Holder acknowledges that Seller shall have incurred significant costs in an attempt to purchase (or the actual purchase of) the Premises in material reliance upon such irrevocable offer and acknowledges and agrees that Seller shall have the right, in the event that it agrees (it being understood and agreed that Seller/Landlord shall have no obligation to so agree) to either (a) a revocation or termination of Purchase Right Holder’s irrevocable submission of this Agreement and the Lease by the Tenant to Landlord within such 15-day period or (b) a termination of the Lease or this Agreement prior to Seller’s acquisition of title to the Premises, to retain the “Deposit” under the Document Review Acknowledgment submitted by one or more of the parties constituting Purchase Right Holder (regardless of whether or not same is deemed to be prepaid Rent, Security Deposit or otherwise) to reimburse Seller for out-of-pocket costs and expenses incurred by Seller in connection with purchasing or attempting to purchase the Premises (including but not limited to inspection costs, third party professional costs, closing costs, rehabilitation costs of the Premises, attorneys’ fees and the like; collectively, the “*Termination Costs*”) and to the extent that the amount of the Deposit retained by Seller exceeds the aggregate amount of the Termination Costs, such difference shall be deemed to be liquidated damages to compensate Seller for the loss of its bargain. The parties hereto acknowledge and agree that the amount of Seller’s actual damages in such circumstance would be difficult, if not impossible, to determine and that the amount of the Deposit in excess of the Termination Costs is a reasonable estimate of Seller’s damages and not a penalty.

Except for the rights and obligations of Seller and Purchase Right Holder contained in this Paragraph 21 and in Section 44 of the Lease (which shall become binding against Tenant and Purchase Right Holder upon their execution and submission of the Lease and this Agreement whether or not they are accepted by Seller or if accepted, later terminated) and the obligations contained in the Document Review Acknowledgment, (a) this Agreement and the Lease shall not otherwise become effective until this Agreement and the Lease have both been executed by Seller and a fully executed copy of each is delivered to Tenant and the Purchase Right Holder, as applicable, (b) none of Seller, Landlord, Tenant nor Purchase Right Holder shall be bound by the Lease nor this Agreement and neither shall



become effective unless and until each of the parties hereto and thereto shall have executed and delivered to each other both the Lease and this Agreement, (c) this Agreement is expressly contingent upon Seller acquiring title to the Premises on or before the scheduled Estimated Commencement Date under the Lease (as such date may be extended by the terms of the Lease), and (d) in the event that the Lease is terminated pursuant to Section 44 of the Lease or otherwise, then this Agreement shall automatically terminate and be of no further force or effect except for such obligations which are expressly intended to survive such termination pursuant to the terms of this Agreement.

22. PURCHASE PRICE ADJUSTMENT. Purchase Right Holder acknowledges that it has been advised and agrees that the Purchase Price of the Premises shall be calculated and adjusted in accordance with the following provisions.

- a. Purchase Right Holder acknowledges and agrees that (i) Seller’s final costs to be incurred in connection with acquiring, improving and/or rehabilitating the Premises (which shall include, but not be limited to, amounts paid by Seller to purchase the Premises, inspection and closing costs [including items such as transfer taxes, survey costs, title insurance, escrow/closing fees], homeowner’s association application and approval fees, costs to perform Landlord Work, make-ready work, life-safety repair work, asset preservation, lock changes, cleaning, initial landscape clean-up, pool start-up (where applicable) and similar items of work that Seller elects or is required to have made to the Premises together with a fee not to exceed 0.5% of such costs reflecting Seller’s internal costs in completing the acquisition of the Premises) (collectively, “*Acquisition Costs*”) have not been determined as of the Effective Date, (ii) the Purchase Price identified in the initial **Exhibit A** hereto has been calculated as of the Effective Date and is the product of (x) Seller’s pre-inspection estimates of Acquisition Costs (collectively, the “*Estimated Acquisition Cost*”) multiplied by (y) one hundred and three and one-half percent (103.5%) (the “*Price Adjustment Factor*”), which amounts have been approved in writing by Purchase Right Holder prior to the Effective Date, and (iii) Seller shall have the right to perform a more thorough inspection of the Premises either prior to or after the Effective Date (which may, at Seller’s option, include obtaining third-party cost estimates to perform all or a portion of the improvements/rehabilitation work to the Premises) which may affect the Purchase Price as provided below.
- b. Within one hundred eighty (180) days after the Commencement Date of the Lease, Seller shall provide Purchase Right Holder with a statement (“*Price Adjustment Statement*”) which shall identify, as applicable: (i) the aggregate amount of actual Acquisition Costs (collectively, “*Final Acquisition Cost*”) incurred by Seller in acquiring, improving and/or rehabilitating the Premises as described in subparagraph (a) above, calculated as of the date such Price Adjustment Statement is issued, (ii) the difference, if any, between the Estimated Acquisition Cost and the Final Acquisition Cost, (iii) the amount of any resulting reduction in the amount of the Purchase Price in the event that the Final Acquisition Cost is less than the Estimated Acquisition Cost (in which event an updated **Exhibit A** to this Agreement shall be included), and (iv) the balance then remaining, if any, in the Repair & Maintenance Reserve (defined below).

The Price Adjustment Statement may contain estimated costs (as opposed to actual costs) for one or more items of work comprising Acquisition Costs to the extent that the performance thereof has been delayed or not yet completed due to things like weather conditions (e.g., air-conditioning, roof or asphalt repairs which may not be able to be performed during certain seasons depending on where the Premises is located), in which event the Price Adjustment Statement shall be sent (or updated if previously sent) once all outstanding items of work have been completed and the Final Acquisition Cost determined, which may be after such 180-day period but no later than the Closing Date. Seller shall not be obligated to provide receipts nor a detailed breakdown of the various cost components comprising the Final Acquisition Cost but will do so by general categories upon request from Purchase Right Holder if such request is made within 60 days after issuance of the Price Adjustment Statement.

“*Price Adjustment*” is equal to the product obtained by multiplying (A) the difference between the Estimated Acquisition Cost and the Final Acquisition Cost by (B) the Price Adjustment Factor.



If the Final Acquisition Cost is less than the Estimated Acquisition Cost, then the **Purchase Price contained in the initial Exhibit A hereto shall be reduced by an amount equal to the Price Adjustment**, which amount shall be reflected in the updated **Exhibit A** provided with the Price Adjustment Statement and the Repair & Maintenance Reserve shall remain unchanged.

Alternatively, if the Final Acquisition Cost is greater than the Estimated Acquisition Cost, then the **Purchase Price shall remain unchanged**, however, the Repair & Maintenance Reserve shall be reduced by an amount equal to the Price Adjustment and such amount shall be reflected on the Price Adjustment Statement.

- c. The Purchase Price of the Premises as reflected on the initial **Exhibit A** hereto includes a repair and maintenance reserve in the amount of \$2,500.00 ("*Repair & Maintenance Reserve*") which amount shall be reduced (but not below zero), by an amount equal to (i) the Price Adjustment (in the event that the Final Acquisition Cost is greater than the Estimated Acquisition Cost as described in Paragraph 22.b above) and (ii) the aggregate amount of Repair & Maintenance Costs that are incurred by Landlord from time to time during the Term of the Lease (as described in the Repair, Maintenance & Improvement Addendum to Residential Lease & Right to Purchase which is attached to the Lease and which shall be deemed to be incorporated into this Agreement by this reference as though fully set forth herein).

If there shall be a balance remaining in the Repair & Maintenance Reserve as of the Closing, then Seller shall, at its option, either (A) issue a credit against the Purchase Price or (B) reduce the Purchase Price, in each case by the amount of such remaining balance which amount may be reflected on the closing disclosure at the Closing.

Notwithstanding anything contained in this Paragraph 22.c to the contrary, to the extent that Tenant fails to either pay for, reimburse Landlord or perform any portion of the Repair & Maintenance Work which is Tenant's obligation to pay or perform pursuant to the terms of the Lease or should there be any Rent payments outstanding, then if such items have not been paid in full by Tenant prior to the Closing, then Landlord shall have the right to either increase the Purchase Price or reduce the Repair & Maintenance Reserve then remaining by the outstanding aggregate amount thereof.

- d. Promptly after receipt of the Exercise Notice, Seller shall provide Purchase Right Holder with a calculation of the Purchase Price (based upon the then-outstanding balance of the Repair & Maintenance Reserve as of the date of such calculation) as of the proposed Closing Date which shall be the amount inserted into the Executed Purchase Contract but which shall remain subject to adjustment in accordance with the terms of this Paragraph 22 including if the actual Closing Date would delay the Closing until the subsequent Renewal Term. Additionally, Seller shall provide Purchase Right Holder with a calculation of the Purchase Price as aforesaid upon request from Purchase Right Holder, no more than once during any calendar.
- e. Prior to the Closing, Purchase Right Holder agrees that Seller shall have the right to adjust the amount of the Purchase Price and/or the amount of any closing credit contained in such Executed Purchase Contract (or the closing disclosure): (i) for any matters that have either not yet occurred or the final cost thereof determined as of the date such calculation was initially made, (ii) based upon any reductions to the Repair & Maintenance Reserve (including Repair & Maintenance Costs incurred after the date of the Executed Purchase Contract), (iii) as permitted by the Lease and this Agreement, (iv) in accordance with the Executed Purchase Contract and (v) if the actual Closing Date would cause the Purchase Price to be adjusted based on **Exhibit A**.
- f. It is expressly understood and agreed by the Parties that any adjustments to Purchase Price contained in the Executed Purchase Contract as a result of matters occurring prior to the Closing shall occur, if at all, prior to the Closing. Once the Closing has occurred, each party hereto waives the right to dispute the calculation of the Purchase Price (including the calculation of the Repair & Maintenance Reserve) paid pursuant to the Executed Purchase Contract (including credits or adjustments shown on the final disclosure statement), all of which shall be final and binding on the parties hereto and to the Executed Purchase Contract.



g. Any updated or revised **Exhibit A** to this Agreement or calculation of the Repair & Maintenance Reserve prepared by Seller and delivered to Purchase Right Holder in accordance with the terms of this Agreement shall automatically be deemed to supersede and replace any then-existing **Exhibit A** to this Agreement and the Repair & Maintenance Reserve for all purposes, it being understood and agreed that Seller's calculation of any revisions to the Repair & Maintenance Reserve and/or the Purchase Price (provided same shall have been calculated in accordance with the terms of this Agreement and the Lease and absent manifest error) shall be final and binding on Seller and Purchase Right Holder. Purchase Right Holder acknowledges that adjustments to the dates of the Initial Term under the Lease could affect the Purchase Price.

23. **FIRE OR CASUALTY.** Notwithstanding anything contained in this Agreement to the contrary, if all or a material part of the Premises is damaged or destroyed or is taken by eminent domain, then each of Purchase Right Holder and Seller shall have the right to terminate this Agreement, upon written notice to the other, whereupon this Agreement shall be of no further force or effect. For purposes hereof, "material damage" shall mean the time to repair the Premises would take, in Landlord's reasonable estimation, more than thirty (30) days from the date of such casualty. However, if the damage was caused, in whole or in part, by the negligence or intentional or willful acts or omissions of Tenant or any Occupant, then Landlord shall have the right to terminate this Agreement upon notice to Tenant regardless of the extent of the damage. If the damage occurs after execution of the Executed Purchase Contract, the terms and provisions thereof shall govern such fire or casualty. Nothing contained herein shall relieve Tenant from liability under the Lease with respect to such casualty.

24. **ADEQUATE CONSIDERATION.** Purchase Right Holder and Seller each acknowledges and agrees that their respective rights and obligations contained in this Agreement as well as the Purchase Right are supported by adequate consideration, which consideration includes but is not limited to (a) the payment of the "Deposit" pursuant to and as defined in the Document Review Acknowledgment submitted by at least one of the Purchase Right Holders, (b) the payment of the Security Deposit and the Rent pursuant to and in accordance with the terms of the Lease, (c) the credits and other payments which would have been credited by Seller to the Purchaser under the Purchase Contract if the sale of the Premises were consummated pursuant to the terms of this Agreement, and (d) Tenant's entering into the Lease and agreeing to be bound pursuant to the obligations contained therein.

25. **EXPIRATION.** Except as set forth in the last sentence of this Paragraph and the Executed Purchase Contract, if applicable, all of Purchase Right Holder's rights contained in this Agreement to purchase the Premises (including the Purchase Right which must be exercised, if at all, in accordance with Paragraph 1 above), shall expire, terminate, **become null and void and of no force or effect in accordance with the terms of this Agreement but in no event later than the earlier to occur of the Expiration Date of the Lease or the day immediately preceding the fifth (5th) anniversary of the Commencement Date of the Lease**, time being of the essence and notwithstanding anything contained in this Agreement to the contrary. Notwithstanding the immediately preceding sentence, the provisions contained in this Agreement and the Lease pertaining to the calculation of the Purchase Price and the Repair & Maintenance Reserve and adjustments thereto in the event the Executed Purchase Contract is entered into shall survive and be binding in connection with the Executed Purchase Contract.

[remainder of page intentionally left blank]



In Witness Whereof, and intending to be legally bound hereby, the parties have executed this Residential Right to Purchase Agreement effective as of 8/22/2019 (“Effective Date”).

Purchase Right Holder:

DocuSigned by:
Gabrielle Todd
1087E8696FF6426...

Name: GABRIELLE TODD

DocuSigned by:
Doris Todd
3E6142F04F9340A...

Name: DORIS TODD

DocuSigned by:
Ernest West
2132024999174C2...

Name: ERNEST WEST

DocuSigned by:
Jasmine West
B1419161FE4F463...

Name: JASMINE WEST

Landlord/Seller:

HPA US1 LLC,
a Delaware limited liability company

By: Kara Barford

Name: B15997C2DF1E4AE...

Title: Authorized Agent

LIST OF EXHIBITS:

- Exhibit A - Purchase Price
- Exhibit B - Legal Description of Premises
- Exhibit C - Purchase Contract



**EXHIBIT A
TO RESIDENTIAL RIGHT TO PURCHASE AGREEMENT**

(Effective as of 8/22/2019)

Date of Closing:

**Purchase Price*
(as of the date of this Exhibit A)**

Initial Term of Lease (Year 1)	\$ <u>322800.00</u>
First Renewal Term of Lease (Year 2)	\$ <u>334000.00</u>
Second Renewal Term of Lease (Year 3)	\$ <u>345600.00</u>
Third Renewal Term of Lease (Year 4)	\$ <u>357600.00</u>
Fourth Renewal Term of Lease (Year 5)	\$ <u>370000.00</u>

* The Purchase Price set forth in this **Exhibit A** shall be: (1) calculated and adjusted in accordance with Paragraph 22 of the Right to Purchase Agreement and (2) subject to adjustment pursuant to and in accordance with the terms of the Right to Purchase Agreement and/or the terms of the Lease (including the Repair, Maintenance & Improvement Addendum thereto).

The Purchase Price set forth herein includes a Repair & Maintenance Reserve in the initial amount of \$2,500. Any balance in the Repair & Maintenance Reserve at the time of Closing may result in a credit or reduction in the Purchase Price in accordance with Paragraph 22 of the Right to Purchase Agreement.

This Exhibit A may be updated from time to time pursuant to and in accordance with the terms of Paragraphs 22.b and 22.c of the Right to Purchase Agreement.

For the avoidance of doubt, the Purchase Price shall be calculated based upon the actual Closing Date, not the estimated or target Closing Date contained in the Executed Purchase Contract.

Purchase Right Holder Name: GABRIELLE TODD DORIS TODD
Premises Address: 4955 Vermette Circle, Plainfield, IL, 60586

ERNEST WEST

JASMINE WEST
EXHIBIT A

EXHIBIT B

LEGAL DESCRIPTION OF PREMISES

If not available at time of execution of the Right to Purchase Agreement, to be provided by Seller at Purchase Right Holder's request or as part of the Executed Purchase Contract.

Purchase Right Holder Name: GABRIELLE TODD DORIS TODD ERNEST WEST JASMINE WEST
Premises Address: 4955 Vermette Circle, Plainfield, IL, 60586 EXHIBIT B

EXHIBIT C

REAL ESTATE SALE CONTRACT (ILLINOIS)

1. The person(s) who are identified on the signature page hereof as the Purchaser (individually or if more than one person is named, collectively, "**Purchaser**") who is identified as one or all of the persons constituting the Purchase Right Holder in that certain Residential Right to Purchase Agreement ("**Right to Purchase Agreement**"), agrees to purchase at a purchase price of \$ _____, subject to adjustment in accordance with the terms hereof ("**Purchase Price**") and on the terms set forth herein, the real estate located at the commonly known address of _____

and with approximate lot dimensions of _____ x _____, which may be legally described in **Exhibit A** attached hereto and incorporated herein by this reference, together with any and all personal property and fixtures located thereon to the extent owned by Seller collectively, the "**Premises**". Capitalized terms which are used in this Contract but which are not otherwise defined herein shall have the meaning ascribed thereto in the Lease (defined below) or the Right to Purchase Agreement, as applicable.

Each person constituting Purchaser (should there be more than one) is and shall be jointly and severally liable for all obligations of Purchaser under this Contract. Purchaser shall not have the right to assign this Contract nor any rights or interests herein.

2. This Real Estate Sale Contract ("**Contract**") is for the sale of the real estate and property (including fixtures, equipment and personal property) in its "**AS IS, WHERE IS, WITH ALL FAULTS**" condition, and Purchaser acknowledges and agrees that, except as expressly set forth in this Contract, (a) no representations, warranties or guarantees with respect to the condition of the Premises, the real estate or property located thereon have been made by Seller other than those known defects, if any, disclosed in writing by Seller, (b) the sale of the Premises is without any representations or warranties by Seller, including, without limitation, habitability or fitness for a particular purpose, (c) one or more of the persons who constitute Purchaser has been in occupancy of the Premises in its capacity as Tenant pursuant to that certain Residential Lease Agreement ("**Lease**") with the Seller, Purchaser shall be deemed to be fully aware of the condition of the entire Premises and acknowledges that it has had ample opportunity to inspect the Premises prior to execution of this Contract, (d) to the extent that the Premises has been damaged prior to Closing, Purchaser shall be deemed to have caused and/or consented to/accepted such damage and expressly accepts the Premises including all such damage, and (e) Seller has not agreed to and shall have no obligation to perform any repair or maintenance work to the Premises under this Contract. IN FURTHERANCE THEREOF, TO THE GREATEST EXTENT ALLOWED BY APPLICABLE LAWS, SELLER SHALL HAVE NO OBLIGATION UNDER THIS CONTRACT TO REPAIR OR RESTORE THE PREMISES. PURCHASER ACKNOWLEDGES AND AGREES THAT: (I) THE PURCHASE PRICE WAS NEGOTIATED WITH THE EXPRESS UNDERSTANDING THAT PURCHASER IS RESPONSIBLE FOR ALL REPAIR AND MAINTENANCE NEEDS OF THE PREMISES PURSUANT TO THE LEASE, THE RIGHT TO PURCHASE AGREEMENT AND THIS CONTRACT; (II) TENANT (WHICH INCLUDES THE PURCHASER) HAS BEEN IN OCCUPANCY OF THE PREMISES SINCE THE COMMENCEMENT DATE UNDER THE LEASE AND IS AND WAS IN A UNIQUE POSITION TO INVESTIGATE ALL MATTERS RELATED TO THE CONDITION OF THE PREMISES; (III) THIS OFFER IS MADE BY PURCHASER PURSUANT TO THE RIGHT TO PURCHASE AGREEMENT, (IV) TENANT SHALL NOT BE RELIEVED OF OBLIGATIONS ACCRUING UNDER THE LEASE PRIOR TO THE EXPIRATION OR TERMINATION THEREOF, AND (V) UPON CLOSING, PURCHASER SHALL BE DEEMED TO HAVE UNCONDITIONALLY WAIVED AND RELEASED SELLER FROM ALL OBLIGATIONS SELLER MAY HAVE UNDER THE LEASE, THE RIGHT TO PURCHASE AGREEMENT AND THIS CONTRACT TO PERFORM ANY REPAIR OR MAINTENANCE OBLIGATIONS THEREUNDER, IT BEING UNDERSTOOD AND AGREED THAT ALL SUCH OBLIGATIONS THAT REMAIN OUTSTANDING AS OF CLOSING SHALL EXPIRE AND TERMINATE UPON CLOSING; ACCORDINGLY, SELLER SHALL HAVE NO OBLIGATION UNDER THIS CONTRACT OR OTHERWISE TO REPAIR OR RESTORE ALL OR ANY PART OF THE PREMISES AFTER CLOSING.

3. The seller who is identified on the signature page of this Contract ("**Seller**") agrees to sell the Premises at the price and terms set forth herein, and to convey or cause to be conveyed to Purchaser, title thereto (as tenants in common unless Seller is notified that Purchaser desires to hold title differently at least five (5) Business Days prior to Closing) by a recordable special warranty deed, with release of homestead rights, if applicable, and a proper bill of sale, if needed, subject only to: (a) easements, agreements, covenants, conditions and restrictions of record; (b) private, public and utility easements and roads and highways, if any, not materially affecting the value of or unduly interfering with Purchaser's reasonable use of the Premises as a single family residence; (c) party wall rights and agreements, if any; (d) special taxes or assessments for improvements not yet completed

Purchase Right Holder Name: _____
Premises Address: _____

and not yet due and payable as of Closing; (e) any unconfirmed special tax or assessment; (f) installments not due at the time of Closing of any special tax or assessment for improvements heretofore completed; (g) real estate taxes not due and payable as of the date of Closing and subsequent years including taxes which may accrue by reason of new or additional improvements; (h) any matters that are the result of any actions or inactions of the Purchaser (or those claiming through Purchaser) during its tenancy; (i) homeowner association or similar dues, if any, not due and payable as of the date of Closing, (j) the following mortgage or trust deed (applicable only if filled in by the parties): _____, and (k) _____.

4. Simultaneously herewith, Purchaser shall pay \$1,000.00 to Seller or as Seller shall otherwise direct, as earnest money to be applied to the Purchase Price (or closing costs or credits) at Closing (unless otherwise agreed in writing), and agrees to pay or satisfy the balance of the Purchase Price at the time of Closing as follows:

- A. The payment of the balance of the Purchase Price, by wire transfer or certified funds, adjusted for earnest money deposits, prorations and customary closing costs (which amounts shall be identified on the closing disclosure). For proration and other purposes, Purchaser shall be deemed to own the Premises as of the Closing Date.
- B. The Purchase Price contained in this Contract (i) was determined in accordance with the Right to Purchase Agreement and (ii) was based on the initial Closing Date contained in this Contract (it being understood and agreed that if the Closing Date should be delayed and the actual Closing Date would result in an increase in the Purchase Price in accordance with the Right to Purchase Agreement, then the Purchase Price contained in this Contract shall automatically be increased by the same amount).
- C. Seller shall have the right to adjust the amount of the Purchase Price and/or the amount of any closing credit contained in this Contract (or any credits contained in the closing statement): (x) for any matters that were not known or finalized as of the date the Purchase Price contained in this Contract was calculated, (y) based upon any reductions to the Repair & Maintenance Reserve (including Repair & Maintenance Costs incurred after or not known/finalized as of the Effective Date of this Contract), and (z) as expressly permitted by the Lease and the Right to Purchase Agreement (it being understood and agreed that the terms and provisions contained in the Right to Purchase Agreement and the Lease as they affect the calculation of the Purchase Price or the Repair & Maintenance Reserve shall survive any termination or expiration of the Right to Purchase Agreement or the Lease, as the case may be, prior to Closing).
- D. Prior to closing, Seller shall determine the outstanding balance, if any, of the Repair & Maintenance Reserve and such balance shall either (i) be given to Purchaser as a closing credit or (ii) the Purchase Price shall be reduced by such amount.
- E. Purchaser directs Seller that an amount equal to any unapplied Security Deposit and any prepaid Rent then held by Landlord under the Lease together with any pet fees or pet deposits previously paid by Tenant to Landlord under the Lease, in each case subject to permitted setoffs as of Closing, be applied or credited against the Purchase Price (or closing costs or credits) unless otherwise agreed in writing. Seller shall have the right (but will not be required) to require written authorization from all Tenants or Purchase Right Holders confirming such direction. Upon Closing, such amounts so applied toward the Purchase Price or closing costs will be deemed to have been returned to Tenant pursuant to the terms of the Lease and Landlord will have no further obligation to account for same under the Lease.

As of the Effective Date of this Contract, Seller confirms that (i) the Security Deposit currently being held by Landlord under the Lease is in the amount of \$ _____ and (ii) Tenant has paid pet fees under the Lease in the aggregate amount of \$ _____. Such amounts (adjusted as of Closing) shall be identified on the settlement statement.

It is expressly understood and agreed by Purchaser and Seller that any adjustments to Purchase Price contained in this Contract shall occur, if at all, prior to consummation of the Closing. Once the Closing has occurred, each party hereto waives the right to dispute the calculation of the Purchase Price (including the calculation of the Repair & Maintenance Reserve) paid pursuant to this Contract (including credits or adjustments shown on the final closing statement), all of which shall be final and binding on the parties to this Contract, the Lease and the Right to Purchase Agreement notwithstanding anything contained therein to the contrary (however Tenant shall not be relieved of any obligations under the Lease accruing prior to the Closing).

5. The time of Closing shall be on _____ or on the date, if any, to which such time is extended by reasons of paragraph 12. B below hereafter becoming operative (whichever date is later), unless otherwise subsequently

Purchase Right Holder Name: _____
Premises Address: _____

mutually agreed in writing, at the office of _____ (to be designated by Seller) provided title is shown to be good or is otherwise accepted by Purchaser.

- 6. Possession shall be deemed to have been delivered by Seller at the time of Closing. Seller will not be obligated to deliver the Premises to Purchaser vacant at the time of Closing, it being understood and agreed that one or more of the persons who constitute Purchaser has been in possession of the Premises pursuant to the terms of the Lease and although the Lease provides that it shall automatically terminate and expire upon the sale of the Premises pursuant to this Contract, Purchaser is expressly taking title subject to any holdover by any tenant or occupant under the Lease. Keys and/or means to operate all locks, mailboxes, security systems, alarms and garage door openers have previously been provided to Purchaser and no additional copies will be provided to Purchaser except to the extent in Seller's possession.
- 7. Purchaser represents to Seller that no broker was used in connection with this Contract and no commissions, fees or other compensation shall be payable or owed to a broker as a result of the sale of the Premises to Purchaser (except for any broker retained by Seller in which event Seller shall be responsible for any commission due such broker) and Purchaser shall indemnify Seller against a breach of such representation. This provision shall survive the closing or termination of this Contract indefinitely. Real estate broker fees or commissions, if any, shall be paid at Closing in accordance with the listing agreement, buyer service agreement or other written agreement for compensation by the party obligated to pay same per such agreement.
- 8. At Seller's option, the earnest money shall be held (a) by a title company or escrow agent identified by Seller or (b) by Seller, for the mutual benefit of the parties.
- 9. If applicable, prior to signing this Contract Purchaser:
 - (check one) ___ has ___ has not received a completed Illinois Residential Real Property Disclosure Report;
 - (check one) ___ has ___ has not received the EPA Pamphlet, "Protect Your Family From Lead in Your Home";
 - (check one) ___ has ___ has not received a Lead-Based Paint Disclosure;
 - (check one) ___ has ___ has not received the IEMA Pamphlet "Radon Testing Guidelines for Real Estate Transactions"; and
 - (check one) ___ has ___ has not received the Disclosure of Information on Radon Hazards.

In addition to the disclosures made pursuant to the terms of this Contract, Purchaser acknowledges and agrees that, prior to the execution of this Contract: (a) it has received copies of and is familiar with each of the disclosures which is identified in the Lease and/or the Right to Purchase Agreement and that all such disclosures shall be deemed to be incorporated into this Contract by this reference without the necessity of attaching same hereto; and (b) it was provided with an opportunity to conduct a paint inspection or risk assessment for lead-based paint or lead-based paint hazards (unless required by law to be conducted by Landlord or Seller) and it has either completed such inspections and is satisfied with the results thereof or has waived the opportunity to perform such inspections.

Purchaser and Seller agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement Procedures Act of 1974. In the event that either party shall fail to make appropriate disclosure when asked, such failure shall be considered a breach on the part of said party.

Purchaser certifies that he/she/it has not been designated or named as a terrorist, a "Specially Designated National and Blocked Person," or any other banned or blocked individual or entity pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control or on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website. Purchaser shall defend, indemnify, and hold harmless Seller from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any current or future breach of the foregoing certification.

- 10. Purchaser acknowledges that Seller may be entering into this transaction in connection with a tax-deferred exchange (the "Exchange") and if requested by Seller, Purchaser shall cooperate with Seller's request to effectuate such Exchange, including executing any documents, instruments or agreements reasonably requested by Seller provided Purchaser shall not be obligated to (i) expend any costs in connection with such Exchange or (ii) accept or assume any additional obligations or liabilities in connection with such Exchange.
- 11. If Purchaser does not receive a fully executed copy or duplicate original of this Contract (duly executed by the Seller) within ten (10) days from the date Seller receives it signed by the Purchaser, then Purchaser shall have the right to notify Seller that

Purchase Right Holder Name: _____
Premises Address: _____

it has revoked this Contract in which event it shall become null and void and the earnest money shall be refunded to the Purchaser.

12. The following Conditions and Stipulations are expressly made a part of this Contract:

- A. Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent, not less than 5 days prior to the time of Closing, a title commitment for an owner's title insurance policy issued by a title insurance company or agent selected by Seller in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the intended grantor subject only to (a) the general exceptions contained in the policy unless the real estate is improved with a single family dwelling or an apartment building of four or fewer residential units; (b) the title exceptions set forth above, including, without limitation, the title exceptions set forth in Paragraph 3 above; and (c) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of Closing and which Seller may so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the "Permitted Exceptions"). The title commitment shall be conclusive evidence of good title therein known as to all matters insured by the policy, subject only to the exceptions therein stated. Seller also shall furnish Purchaser an affidavit of title in customary form covering the date of Closing and showing title in Seller subject only to the foregoing Permitted Exceptions and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in the manner specified in Subparagraph B below.
- B. If the title commitment discloses Unpermitted Exceptions, Seller shall have 30 days from the date of delivery thereof to have the exceptions removed from the commitment or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions, and, in such event, Seller shall have the right to delay the date of Closing from the date specified in Paragraph 5 until no later than 35 days after delivery of the commitment. If Seller fails to have the exceptions removed, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions within the specified time, Purchaser may terminate this Contract or may elect, upon notice to Seller within 10 days after the expiration of the 30-day period, to take title as it then is, without a reduction in the purchase price. If Purchaser does not so elect to take title as it then is, this Contract shall become null and void without further actions of the parties. Purchaser shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.
- C. Rents, water and other utility charges, fuels, prepaid service contracts, property taxes and other similar items shall be adjusted ratably as of the time of Closing. The amount of the current property taxes not then ascertainable shall be adjusted on the basis of 100% of the most recent ascertainable taxes. All prorations are final.
- D. Seller shall pay the amount of any real estate transfer or stamp tax imposed by State law on Seller on the transfer of the title, and shall furnish a completed Real Estate Transfer Declaration signed by the Seller or the Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois and shall furnish any declaration signed by the Seller or the Seller's agent or meet other requirements as established by State law or any local ordinance with regard to a transfer or transaction tax; such tax required by local ordinance shall be paid by the party upon whom such law or ordinance or local custom places responsibility therefor.
- E. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract for any casualty or condemnation that occurs after the execution of this Contract and prior to Closing. However, nothing contained in this Contract or in such Act shall relieve Tenant from liability under the Lease with respect to damage or a casualty occurring on or before the Expiration Date of the Lease.
- F. Seller shall terminate and cancel all hazard and other insurance held by it in connection with the Premises as of Closing. Purchaser shall obtain new insurance policies at Closing, to the extent desired by Purchaser or required by Purchaser's lender.
- G. If this Contract is terminated without Purchaser's fault, the earnest money shall be returned to the Purchaser as its sole remedy but if the termination is caused by the Purchaser's fault, then the earnest money shall be forfeited to the Seller as liquidated damages. The parties acknowledge and agree that the amount of Purchaser's actual damages in such circumstance would be difficult, if not impossible, to determine and that the above amount is a reasonable estimate of damages and is not a penalty.

Purchase Right Holder Name: _____
Premises Address: _____

- H. At the election of either party, not less than five (5) Business Days prior to Closing, this sale shall be closed through an escrow with the title company in accordance with the provisions of the customary form of Deed and Money Escrow as agreed upon between the parties, with provisions inserted in such Escrow Agreement as may be required to conform with this Contract. The cost of the escrow shall be paid by the party requesting the escrow. If this transaction is a cash purchase (no mortgage secured by Purchaser), the parties shall share the title company escrow closing fee equally.
- I. Time is of the essence of this Contract and each of the provisions contained herein.
- J. All notices under this Contract shall be in writing and shall be served on the parties at the addresses following their signatures. Personal delivery, electronic mail, or the mailing of a notice by registered or certified mail, return receipt requested, or the sending of a notice by commercial overnight delivery or courier company (e.g., FedEx), shall be sufficient service. Notices may be given by a party's attorney.
- K. This Contract may be executed in one or more counterparts, each of which shall be deemed an original. Furthermore, executed counterparts of this Contract and any amendment hereto may be delivered by facsimile or other reliable electronic means (including emails of pdf/tif documents), and such facsimile or other electronic transmission shall be valid and binding for all purposes when transmitted to and actually received by the other party; however, each party delivering executed documents by facsimile or other electronic means agrees to provide the other party with an original, hard copy of the relevant signed documents promptly after the request of the other party. This Contract constitutes the complete and entire agreement among the parties pertaining to the sale of the Premises, and no representations or oral statements of either party are binding unless contained herein (except to the extent expressly contained in the Lease or the Right to Purchase Agreement). This Contract may not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto. Neither Seller nor any of its agents has made any oral promises, representations, or agreements not contained in this Contract and no agent of Seller has any authority to waive, amend, or terminate this Contract or any part of it, and no authority to make promises, representations, or agreements that impose duties or other obligations on Seller or waives any obligation of Purchaser hereunder.
- L. If at any time after the this Contract has been fully executed and delivered, either party institutes any action or proceeding against the other relating to the provisions of this Contract, the party not prevailing in the action or proceeding will reimburse the prevailing party for its reasonable attorneys' fees (not to exceed the sum of \$1,000.00 in the aggregate for any such action which amount shall be inclusive of (a) fees incurred at trial or arbitration, any appeal therefrom, or in connection with any bankruptcy proceedings, and (b) all costs and expenses incurred in connection with such action, proceeding, appeal or in collection of any judgment including expert fees, any post-judgment fees and costs). The term "prevailing party" shall include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense.
- M. If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed but in no event beyond the date which is six (6) months after the date of Closing (unless such provision expressly contains a different survival period).
- N. Seller shall not be obligated to provide Purchaser with a current survey of the Premises but agrees that if it has a copy of a survey in its possession, it will provide a copy thereof to Purchaser. Purchaser acknowledges that should its lender or the title company require a current survey of the Premises, obtaining such current survey shall be Purchaser's obligation and at Purchaser's sole cost.
- O. This Contract shall be governed, construed and interpreted by, through and in accordance with the laws of the state where the Premises is located, without reference to its conflict of law's provisions. In case any provisions contained in this Contract is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Contract.

Purchase Right Holder Name: _____
 Premises Address: _____

P. If Seller is a "foreign person", as defined by applicable law, or if Seller fails to deliver an affidavit to Purchaser that Seller is not a "foreign person", then Purchaser shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

13. _____ (This section is applicable (a) only if checked and initialed by Seller and (b) for the first Executed Purchase Contract associated with the Right to Purchase Agreement and there shall be no Appraisal Contingency thereafter).

Appraisal Contingency. Purchaser shall have the right to terminate this Contract in the event an Appraisal (defined below) obtained by Purchaser certifies an appraised value for the Premises that is less than the Purchase Price ("Appraisal Contingency"). For purposes hereof, the "Appraisal" must be in writing, prepared and signed by a licensed real estate appraiser in the state in which the Premises is located and must be dated no earlier than the Effective Date of this Contract and no later than the scheduled Closing Date set forth above (as same may be extended in writing). In order to terminate this Contract due to an Appraisal Contingency, Purchaser must provide Seller, prior to the scheduled Closing Date, with a written notice of such termination together with a copy of the Appraisal satisfying the foregoing requirements. Promptly after such termination due to an Appraisal Contingency, the earnest money (minus any out-of-pocket costs incurred by Seller in connection with preparing for the Closing such as ordering a title commitment or obtaining a pay-off letter, which amounts shall be retained by Seller) shall be promptly refunded to Purchaser.

[remainder of page intentionally left blank]

Purchase Right Holder Name: _____
Premises Address: _____

This Real Estate Sale Contract is dated effective as of _____ (“Effective Date”).

Purchaser:

Seller:

_____,
a Delaware limited liability company

Printed Name: _____

By: _____

Name: _____

Printed Name: _____

Title: Authorized Agent

Seller’s Address:

Printed Name: _____

120 S. Riverside Plaza, Suite 2000,
Chicago, IL 60606

Purchaser’s Address if different from the Premises

Attention: Closing Department

SAMPLED
DO NOT SIGN

Purchase Right Holder Name: _____
Premises Address: _____

EXHIBIT A
TO
REAL ESTATE SALE CONTRACT

Legal Description of Premises

If not attached at the time the Real Estate Sale Contract is executed, the legal description shall be the same legal description as is contained in the title commitment or owner's title insurance policy provided by Seller.

SAMPLE DO NOT SIGN

Purchase Right Holder Name: _____
Premises Address: _____

EXHIBIT C – Page 8