

ADDITIONAL LEASE AGREEMENT PROVISION

MOMENTUM VILLAGE APARTMENTS

DESCRIPTION OF PREMISES AND TERM. Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, the premises described in paragraph 1 in MOMENTUM VILLAGE, located at 7037 Islander Way Corpus Christi, Texas 78412 (“Premises”) to be used and occupied by Tenant for the term beginning on the dates listed in Paragraph 2 defined as (the “Term”). At this University, the properties operated by the landlord are as follows: MOMENTUM VILLAGE. Landlord shall assign Tenant to a private bedroom at the beginning of the Term and said assignment shall be solely at the Landlord’s discretion. **All dates referred to in this Lease are the dates referred to in the official calendar of Texas A&M University-Corpus Christi.** Except as provided in this Lease, Tenant’s obligation to pay rent shall continue for the entire Term of this Lease until Landlord has been paid all sums due to it.

6. **RENT.** The Rent and all sums due under this Lease shall be payable without demand or set off at the business office of the Property at which one resides, or at such other place as the Landlord may from time to time designate in writing, and may be paid by Tenant using lawful money of the United States, check, money order, or cashier’s or certified funds. However, Landlord reserves the right to refuse payment in the form of cash for monies due hereunder and to require Tenant to remit said monies using cashier’s or certified funds. All checks for rental payments should be made payable to MOMENTUM VILLAGE. If Rent is not received by Landlord by the close of business on the 5th day of the month, Tenant shall pay a late charge of \$25.00 for Rent paid after the 5th, but on or before the 15th of the month, and a late charge of \$50.00 for Rent paid after the 15th day of the month, and said late charges shall constitute additional rent hereunder and shall be immediately due and payable. Tenant acknowledges that any Rent received by Landlord shall be first applied to any outstanding charges such as late fees, return check charges, cleaning service fees, or the expenses relative to replacing or repairing Tenant’s damages to the Premises, MOMENTUM VILLAGE or the furnishings and fixtures contained therein, or fines for violation of rules and regulations incurred by Tenant, (which items shall also be considered additional rent), and the balance shall be applied to the current Rent due to Landlord. If payment made by Tenant is insufficient to cover the total charges outstanding, then Tenant shall immediately pay the shortage, plus any late charge incurred by virtue of Tenant’s failure to timely pay all sums due from Tenant to Landlord. Tenant shall pay to Landlord a charge of \$25.00 for any check returned for non-sufficient funds, or for any check that fails to clear the issuer’s bank. This charge shall be due and payable immediately upon notification to Tenant of such an occurrence, and shall be in addition to any late charges imposed hereunder for late payment of rent, and said charge shall constitute additional Rent hereunder. When the Tenant is more than sixty (60) days delinquent on payment of Rent or any monies due Landlord hereunder, Landlord shall have the right to report such delinquencies to any and all credit reporting agencies and the University. To the extent of University’s interest in MOMENTUM VILLAGE the University may exercise any rights with respect to payments required by Tenant hereunder that are either not made or made on a delinquent basis that University would have if such payments were due and payable directly to the University, including, but not limited to, the right to place a hold on transcripts, financial aid awards and registration. Rental rates do not include parking. Residents having financial aid available to pay for housing costs, will not have the option of paying for their housing out of pocket in order to receive an overpayment check. The remaining financial aid will be automatically transferred by TAMUCC Business Office, to the Momentum Village, Business Office, to pay for residents’ housing. Residents having insufficient financial aid to pay for all of their housing expenses will be required to pay the balance directly to Momentum Village. Residents remaining in units between semesters will be charged based on a daily rate. In order to stay in one’s unit between semesters, one must notify management and get their approval.
7. **CREDIT CHECKS.** Tenant acknowledges that Landlord shall have the right to obtain a credit report (or summary thereof) or credit scoring of Tenant’s credit history prior to Landlord’s execution of this Lease. If, in the Landlord’s sole discretion, Tenant has a credit history of delinquent payments, defaulted obligations or an overall negative credit history indicating that Tenant may be a poor credit risk, then Landlord may rely on said credit history in denying to lease the Premises to Tenant.
8. **SECURITY DEPOSIT.** Tenant has deposited with Landlord the sum of **\$150.00** as security (not as Rent) for the full and faithful performance and observance by Tenant of the terms and conditions of this Lease. Prior to expiration of the Lease Term, Tenant shall provide Landlord at the business office of MOMENTUM VILLAGE, written notice of Tenant’s permanent forwarding address. If Tenant fails to provide such address, then Landlord shall be entitled to forward all notices and refunds to Tenant’s address as set forth above. The Landlord may, but shall not be obligated to, use, apply, or retain the whole or any part of the security deposit to the extent required for payment of any Rent or any other amounts due from Tenant to Landlord, reimbursement to Landlord for any damages to the Premises or other property of Landlord caused by Tenant or Tenant’s guests, or any other sum as to which the Tenant is in default or for any sum which the Landlord may expend or may be required to expend by reason of the Tenant’s default in respect to any of the terms and conditions of the Lease. Landlord’s rights upon default and Tenant’s obligation to pay Rent and any other amounts due to Landlord shall not be affected by the fact that Landlord holds a security deposit. In the event Tenant should comply with all of the terms and conditions of this Lease, the security deposit will be refunded to Tenant, without interest, at Tenant’s forwarding address, within 30 days following the expiration of the Term.
9. **RELOCATION OF TENANT.** Landlord specifically reserves the right to relocate Tenant to another room in MOMENTUM VILLAGE or to a room in an on-campus housing facility owned, operated or managed by or on behalf of the University (“University On-Campus Housing”). Landlord shall assist Tenant in moving Tenant’s personal property in the event of such relocation. In the event that the room at MOMENTUM VILLAGE assigned to Tenant is not ready for occupancy at the commencement of the Lease Term, as determined solely by Landlord, then Landlord reserves the right to assign Tenant to a room in other University On-Campus Housing.
10. **RELEASES FROM LEASE.** Providing Tenant complies with the requirements of this Paragraph, Landlord shall not unreasonably deny Tenant a release from this Lease if Tenant withdraws from the University or is placed on academic dismissal by the University. Within three (3) days of the effective date of Tenant’s withdrawal or academic dismissal from the University, Tenant shall submit to Landlord at the MOMENTUM VILLAGE business office a letter requesting a release from the Lease, along with correspondence from the University’s Registrar’s Office or Dean’s Office confirming Tenant’s withdrawal or academic dismissal from the University. Within seven (7) days of receipt of said documentation, Landlord will provide a written response granting or denying Tenant’s request for a release from this Lease. If Landlord grants the request, Tenant must vacate Tenant’s assigned room at MOMENTUM VILLAGE and remove Tenant’s personal property from the room no later than three (3) days after the date on Landlord’s written notice to Tenant granting said release. The release granted to Tenant hereunder shall only relieve Tenant and guarantor of their obligations under this Lease, particularly with respect to rental payments, that would have arisen after the date on which Tenant moves out of MOMENTUM VILLAGE.

Notwithstanding anything to the contrary herein, said release shall specifically be conditioned upon the following: a) Tenant moving out of MOMENTUM VILLAGE consistent with the manner and time frame outlined above; b) Tenant paying Landlord for Rent and additional rent (as defined earlier above) for any time prior to the date Tenant moves out of MOMENTUM VILLAGE c) Tenant promptly paying Landlord, upon notice from Landlord, for any damage caused by Tenant to the Premises, MOMENTUM VILLAGE or the furnishings and fixtures contained therein; and d) Tenant paying Landlord a release processing fee of \$400.00 on the day Tenant moves out of MOMENTUM VILLAGE. If Tenant has prepaid any sums due hereunder, excluding a security deposit, Landlord shall reimburse Tenant for such prepaid sums, less items "a," "b," "c," and "d" referenced in the proceeding sentence. If Landlord grants Tenant a release hereunder, then Tenant shall be entitled to a refund of Tenant's security deposit subject to Paragraph 4 above.

11. **FURNISHINGS AND FACILITIES.** Landlord will furnish the Tenant's bedroom and shared living/dining as noted in Paragraph 4. No other furnishings will be provided. Tenant assumes full responsibility for said furnished items and agrees to return same to Landlord at the expiration of the term hereof in as good a condition as when received, with normal wear and tear expected. Tenant also shall have non-exclusive use (at times scheduled by Landlord) of all the common facilities at MOMENTUM VILLAGE including, as applicable, a clubhouse with a fitness center and a study room containing personal computers. From time to time, the common facilities may be closed for repairs, during holiday periods or renovation. However, Tenant shall not receive a rent credit or refund because of said closed periods. Tenant shall be responsible for all loss, breakage or other damage or destruction to the items furnished to Tenant's suite and bedroom, and to the common facilities.
12. **CONDITION OF PREMISES.** At the commencement of the Lease Term, Tenant shall conduct an inspection of the Premises, and all furnishings and fixtures. If the Premises, or any of the furnishings or fixtures are not in good repair, intact or otherwise undamaged, then Tenant shall provide written notice to Landlord of such condition(s) within forty-eight (48) hours (two [2] days) after commencement of the Lease Term. If Tenant fails to provide Landlord with such written notice, then Premises, fixtures and furnishings shall be deemed in good repair, intact and not otherwise damaged. Upon termination of this Lease, Tenant shall deliver the Premises, furnishings and fixtures in clean, sanitary and good condition with normal wear and tear expected and Tenant shall remove from the room Tenant's personal property and all items that were not furnished by the Landlord. Tenant and Landlord will conduct an inspection of the Premises upon Tenant's surrender of the same upon the expiration of the Term, but Landlord shall have no duty to conduct a joint inspection with Tenant if Tenant is in default hereunder. Tenant shall return all keys and gate cards to the Premises upon expiration of the Term. There will be a charge of \$100.00 for each key lost on a 2 bedroom apartment and \$125 for each key lost on a 4 bedroom apartment and townhome or not otherwise returned to Landlord. No holes or stickers shall be put on walls anywhere inside or outside the bedroom/suite. Tenant takes possession of the Premises subject to an existing deed of trust and security agreement. Only disputes related to move out charges presented within 30 days of the date on the bill will be accepted for question. It is expected that all others will be promptly paid.
13. **UTILITIES AND SERVICES.** At Landlord's expense, Landlord shall incur the costs associated with furnishing the Premises occupied by Tenant with the following utilities and services: gas, water, sewer, and basic telephone and cable services. Any charges or costs necessary to upgrade Tenant's basic cable services shall be Tenant's sole responsibility. Landlord also agrees to incur the costs associated with furnishing the Premises occupied by Tenant with electricity, **except that, under no circumstances, shall Landlord be responsible for paying more than the amount listed for the unit type listed on paragraph 5 of Tenant's lease agreement towards the total amount of electricity consumed by Tenant and other occupants of the entire apartment.** If the cost of furnishing Tenant's suite with electricity exceeds this amount per month, then Landlord shall provide Tenant with an invoice (on a billing cycle to be established solely at the Landlord's discretion) that itemizes Tenant's portion of said extra usage which portion shall be determined by dividing the total cost of said extra electricity usage by the number of individuals occupying the suite. Tenant assumes financial responsibility for such extra electricity usage and shall pay said invoice in a timely manner as set forth on utility billings, or may incur an additional late charge. In recognition of the national energy conservation efforts, Tenant agrees to use the utilities in a conservative, economic manner. Neither Landlord nor any agent of Landlord shall be liable in any respect for damages to person or property resulting from the interruption of any utility service or the failure of any defect in any equipment or appliance serving the Premises or MOMENTUM VILLAGE. None of the foregoing shall be construed as or constitute an eviction of Tenant, or work an abatement of Rent, or relieve Tenant from fulfillment of any covenant or agreement of this Lease.
14. **RIGHT OF ENTRY.** Landlord, its agents and employees, shall have the right to enter the Premises by passkey or otherwise at all reasonable and necessary times to inspect the Premises for any purpose connected with the maintenance, (including, but not limited to, monthly filter changes to HVAC equipment in the Tenant's suite) housekeeping, and management of the Premises or for any other purpose reasonably connected with Landlord's interest in the Premises and to perform any work or other act found necessary on such inspection or through tenant's submission of work order request. Tenant shall also permit Landlord, or its agents and employees, upon scheduled appointments, to enter the Premises for the purpose of displaying the same to prospective tenants. No such prior appointment shall be required if a default has been declared under this Lease or if the Premises have been abandoned by Tenant.
15. **NONLIABILITY OF LANDLORD.** Landlord, its officers, agents and employees shall not be liable in any manner for any loss, injury or damage to Tenant, its agents, guests, and licensees, including but not limited to, acts of theft, burglary, vandalism, assault or other crimes. Tenant assumes all risk of loss or damage of Tenant's property brought into the Premises which may be caused by water leakage, fire, windstorm, explosion, or other cause, or by the act or omission of any other tenant or person. Tenant agrees to and hereby does indemnify and hold harmless Landlord, its officers, agents and employees from and against any and all claims for injury, loss, or damages to person or property, regardless of cause, arising out of or resulting from damage, injury or loss alleged to have been sustained by Tenant. **TENANT IS ADVISED TO SECURE APARTMENT-DWELLERS OR SIMILAR INSURANCE TO COVER ANY LOSS OR DAMAGE TO PERSONAL PROPERTY.** Loss, due to alleged theft, should be reported immediately to the University Police Department to be officially documented.
16. **DAMAGE, CONDEMNATION OR DESTRUCTION OF PREMISES.** If, in the opinion of the Landlord, the Premises or MOMENTUM VILLAGE should become untenable during the term hereof because of damage, condemnation or destruction by fire or other casualty, Landlord shall have the right to terminate this Lease, or move Tenant to similar accommodations within MOMENTUM VILLAGE and repair and restore the Premises. In the event of such damage, condemnation or destruction to the Premises, or MOMENTUM VILLAGE without the fault of Tenant, his agents or guests, Tenant's obligation to pay Rent hereunder shall be abated only if Landlord terminates this Lease or does not furnish Tenant with similar accommodations at MOMENTUM VILLAGE.
17. **DEFAULT.** In the event of default by Tenant under this Lease, Landlord may, without formal demand or further notice of any kind, peacefully reenter and repossess the Premises and remove Tenant and Tenant's personal property therefrom in accordance with the laws of the State of Texas, without being liable for any damages therefore.

No such reentry and repossession by Landlord shall relieve the Tenant or any guarantor of their respective liability and obligations under this Lease, and such liability and obligation shall survive any such reentry and repossession; provided, however, in the event of any such default, Landlord shall retain the security deposit and the Tenant shall be liable to Landlord for the payment of all of the Rent and other charges due hereunder, including any expenses incurred by Landlord in connection with such repossession and any reletting of the Premises.

18. Default on the part of the Tenant shall include, but is not limited to, the following:

- a) Failure to make any Rent or other payment required hereunder, including, but not limited to the above-referenced electricity utility payments, for more than fifteen (15) days after the date such payment is due;
- b) Maintaining a nuisance within the Premises of MOMENTUM VILLAGE;
- c) Disorderly, or illegal or criminal behavior on the part of Tenant or Tenant's guests;
- d) Keeping any handguns, firearms, or weapons of any type, or any explosive, inflammable, or any extra hazardous substances, or any article or thing of a dangerous nature on the Premises or MOMENTUM VILLAGE;
- e) Misuse, in violation of the laws of the State of Texas and rules and regulations of MOMENTUM VILLAGE of alcoholic beverages or the illegal manufacture, sale, possession, or use of narcotics, marijuana, hypnotics, stimulants, hallucinogens, or other similar known controlled substances or harmful or habit-forming drugs and/or chemicals within the Premises or MOMENTUM VILLAGE by Tenant or Tenant's guests;
- f) Inability or refusal on the part of Tenant to adjust to the concept and requirements of living in a student residence environment;
- g) Violation of any of the covenants and agreements of this Lease by Tenant or of any of the rules and regulations governing the Premises or MOMENTUM VILLAGE made by Landlord, whether such rules and regulations are now in existence or subsequently created in the future;
- h) Default under the provisions of any riders or amendments attached hereto;
- i) Damage by Tenant, Tenant's guests or visitors, to the Premises or MOMENTUM VILLAGE and
- j) Abandonment of the Premises.

19. Landlord's remedies for default shall be cumulative and as broad as authorized under the laws of the State of Texas, including, but not limited to, the right to terminate this Lease while reserving the right to collect all sums due under this Lease, the right to accelerate the entire balance of Rent and other charges for the Term of the Lease, or the right to release the Premises for Tenant's benefit, without thereby waiving the right to collect any deficiency resulting after due allowance for all costs and expenses incurred in connection with such reletting. In addition to any other remedies Landlord may have, Landlord is entitled to employ an attorney to enforce Landlord's right under this Lease, and Tenant shall be liable for all costs and fees incurred by Landlord in connection therewith. All amounts due to Landlord shall, in the event of default, bear interest at the rate of 18% per annum, or the maximum rate allowed by law, whichever is less.

20. **RULES AND REGULATIONS.** TENANT AND TENANT'S GUEST(S) AGREES TO COMPLY WITH ALL RULES AND REGULATIONS MADE BY LANDLORD WITH RESPECT TO ALL UNIVERSITY HOUSING INCLUDING MOMENTUM VILLAGE. A COPY OF THE RULES AND REGULATIONS IS ATTACHED HERETO AS RULES AND REGULATIONS. ANY ALTERATIONS, ADDITIONS, AND MODIFICATIONS TO SUCH RULES AND REGULATIONS AS MAY FROM TIME TO TIME BE PROMULGATED BY LANDLORD SHALL LIKEWISE BE CONSIDERED A PART OF THIS LEASE WITH THE SAME FORCE AND EFFECT AS THOUGH WRITTEN HEREIN. LANDLORD MAY ESTABLISH WHATEVER RULES AND REGULATIONS FOR MOMENTUM VILLAGE THAT LANDLORD DEEMS APPROPRIATE. TENANT ALSO UNDERSTANDS THAT THEY ARE SUBJECT TO, MUST COMPLY WITH AND WILL ABIDE BY ALL UNIVERSITY RULES, REGULATIONS AND PROCEDURES APPLICABLE TO TENANT AS A STUDENT, AND THAT THE VIOLATION OF ANY OF SAID RULES AND REGULATIONS IN ANY HOUSING AREA MAY, IN THE SOLE DISCRETION OF LANDLORD, BE DEEMED A DEFAULT UNDER THIS LEASE.

21. To minimize the occurrence and growth of mold in the Leased Premises, resident hereby agrees to the following:

Resident shall remove any visible moisture accumulation in or on the Leased Premises, including on walls, windows, floors, ceilings, and bathroom fixtures; mop up spills and thoroughly dry affected area as soon as possible after occurrence, use exhaust fans in kitchen and bathroom when necessary; and keep climate and moisture in the Leased Premises at reasonable levels.

Resident shall clean and dust the Apartment regularly, and shall keep the Leased Premises, particularly the kitchen and bath, clean and dry.

Resident shall promptly notify Manager in writing of the presence of the following conditions:

- A water leak, excessive moisture, or standing water inside the Leased Premises.
- A water leak, excessive moisture, or standing water in any community common area.
- Mold growth in or on the Leased Premises that persists after resident has tried several times to remove it with household cleaning solution, such as Lysol or Pine-Sol disinfectants, Tilex Mildew Remover, or Clorox, or a combination of water and bleach.
- A malfunction in any part of the heating, air-conditioning, or ventilation system in the Leased Premises.

Resident shall be liable to owner for damages sustained to the Leased Premises or to Resident's person or property as a result of Resident's failure to comply with the terms of this section.

22. **USE OF PREMISES.** Tenant shall use and occupy the Premises solely for private dwelling purposes relative to Tenant's enrollment at University for educational purposes and, in no event, shall carry on or conduct any commercial enterprises in the Premises. Tenant agrees to comply with all governmental laws, ordinances and rules and regulations, and to refrain from any disruptive behavior or conduct.

23. **TENANT'S MAINTENANCE OBLIGATIONS.** Tenant shall keep and maintain the Premises in good and clean condition with reasonable wear and tear expected. Tenant shall make no alterations or additions to the Premises, including, but not limited to, painting walls, without Landlord's prior written consent. Tenant shall promptly report any maintenance needs or damage reports to Landlord. It shall be the obligation of Tenant to reimburse Landlord for all expenses incurred in connection with any repairs resulting from the actions of Tenant or Tenant's guests and invitees.
24. **ASSIGNMENT OR SUBLETTING.** Tenant shall not assign this Lease or sublet all or any part of the Premises, or otherwise allow any person to share or otherwise occupy the Premises without the prior written consent of Landlord.
25. **PARENTAL OR SPONSOR'S GUARANTY.** It is acknowledged by Tenant that Landlord, may, in its sole discretion, require as a condition of this Lease, a binding parental or sponsor's guaranty, which guaranty shall be a substantial inducement for Landlord to enter into this Lease. A copy of said guaranty is attached hereto as Rider Number 1. If Tenant delivers a forged or otherwise false or invalid guaranty to Landlord, then Landlord reserves the right to immediately cancel this Lease and retain the security deposit, without thereby waiving Landlord's right to pursue all civil or criminal penalties which may be appropriate. Tenant acknowledges that this Lease is for an essential necessity of Tenant, and that Tenant shall be fully bound by all of its terms and conditions, regardless of Tenant's age or legal status.
26. **ABANDONMENT.** The Landlord may assume that Tenant has abandoned the assigned room if 1) Tenant, in Landlord's reasonable judgment, appears to have moved out; or 2) either the Lease Term has expired or Tenant has not been in the room for five (5) consecutive days while the Rent is due and unpaid. If Tenant has abandoned Tenant's room, then Landlord may remove and dispose of Tenant's personal property.
27. **ILLNESS.** If Resident becomes ill or incapacitated, Tenant authorizes Landlord to engage the services of the local emergency medical service or physician(s) at the expense of Tenant to administer to immediate medical needs of Tenant until Tenant's parents or guardians are contacted for instructions. Upon the advice of emergency medical personnel or a physician, Tenant may be required to be removed from MOMENTUM VILLAGE for care in a medical facility, and any expense so incurred is the obligation of Tenant. Tenant must inform Landlord of any special medical requirements which Tenant has on a continuing basis so that such information will be available if an emergency arises.
28. **FITNESS FACILITIES WAIVER. IN CONSIDERATION OF LANDLORD'S PERMISSION TO USE THE FITNESS FACILITIES AT MOMENTUM VILLAGE THE TENANT WAIVES ANY AND ALL CLAIMS THAT MAY BE ASSERTED AGAINST LANDLORD OR LANDLORD'S AGENTS, REPRESENTATIVES, EMPLOYEES OR CONTRACTORS, ARISING FROM OR WITH RESPECT TO TENANT'S USE OF THE FITNESS FACILITIES. THIS WAIVER ALSO APPLIES WITH RESPECT TO ANY INJURY OR ILLNESS THAT MAY RESULT (DIRECTLY OR INDIRECTLY) FROM ANY UTILIZATION OF FITNESS FACILITIES. FITNESS FACILITIES INCLUDE, BUT ARE NOT LIMITED TO, THE WEIGHT ROOM, THE BASKETBALL COURT, THE SAND VOLLEYBALL COURT AND THE SWIMMING POOL. IF TENANT USES THE FITNESS FACILITIES, TENANT REPRESENTS AND WARRANTS THAT TENANT IS IN PROPER PHYSICAL CONDITION TO UTILIZE THE FITNESS FACILITIES.**
29. **GOVERNING LAW.** This Lease is to be governed by and construed in accordance with the laws of the State of Texas. If any of the terms or conditions hereof conflict with such law, then such terms or conditions shall be deemed inoperative and null and void insofar as they may be in conflict therewith and shall be deemed modified and amended to conform to such law. Venue for any action hereunder shall be Nueces County, Texas.
30. **SEVERABILITY.** The invalidity of any provision of this Lease or of its application to any person or circumstance as determined by any governmental agency or court, shall in no way affect the validity of any other provision hereof and all the terms of this Lease shall be valid and enforceable to the fullest extent permitted by law.
31. **ENTIRE AGREEMENT.** It is expressly understood and agreed that this Lease contains the entire agreement between the parties hereto and that Landlord is not and shall not be bound by any representations, agreements, or promises, oral or written, which are not contained in this Lease. This Lease may not be modified orally.
32. **RIGHT OF REFUSAL.** Until Landlord has executed this Lease, Landlord shall have the right to refuse acceptance of Tenant for any reason whatsoever, provided, however, such refusal shall not be based on Tenant's race, religion, sex, marital status, disability or national origin. In the event of refusal, Landlord shall refund to Tenant, if applicable, the security deposit and any previously paid rent.
33. **HEADINGS.** The headings preceding each paragraph herein are inserted merely as a matter of convenience, and shall not be deemed to be a part of the Lease terms.
34. **PERSONS BOUND.** All of the terms, provisions, covenants and conditions of this Lease shall bind and inure to the benefit of Landlord and Tenant, their legal representatives, successors and assigns.
35. **TIME OF ESSENCE.** Time is of the essence with respect to this Lease and to each and every term and condition herein contained and especially those provisions concerning payments to be made by Tenant.
36. **WAIVER. THE FAILURE OF THE LANDLORD TO INSIST UPON A STRICT PERFORMANCE OF ANY TERM OR CONDITION OF THIS LEASE, OR TO EXERCISE ANY RIGHT HEREIN CONFERRED IN ANY ONE OR MORE INSTANCES SHALL NOT BE DEEMED A WAIVER OR RELINQUISHMENT OF ANY RIGHT OR REMEDY THAT THE LANDLORD MAY HAVE AND SHALL NOT BE DEEMED A WAIVER OF ANY SUBSEQUENT BREACH OF SUCH TERM OR CONDITION.**
37. **ATTORNEY'S FEES.** In the event Landlord is required to employ an attorney to represent it in connection with the enforcement of this Lease, whether the litigation be instituted or not, Tenant shall be obligated to reimburse to Landlord all such attorney's fees incurred by Landlord, and, in the event of litigation, Tenant shall be liable for reimbursement to Landlord of all costs incurred in connection therewith.

38. INDEMNIFICATION. TENANT HEREBY AGREES TO DEFEND, HOLD HARMLESS AND INDEMNIFY LANDLORD, ITS AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS, AGAINST ALL ACTIONS, CAUSES OF ACTIONS, CLAIMS, LIABILITIES AND DAMAGES OF EVERY KIND AND NATURE WHATSOEVER TO PERSONS AND/OR PROPERTY ARISING OUT OF OR RESULTING FROM THE ACTIONS OF TENANT, TENANT'S GUESTS AND/OR INVITEES. THIS INDEMNIFICATION SHALL ALSO INCLUDE REASONABLE EXPENSES, INCLUDING ATTORNEY'S FEES, INCURRED BY LANDLORD IN CONNECTION WITH THE DEFENSE PAYMENT AND/OR SETTLEMENT OF ANY SUCH ACTIONS, CAUSES OF ACTIONS, LIABILITY AND DAMAGES.

39. TENANT'S REMEDIES. ANYTHING IN THIS LEASE TO THE CONTRARY NOTWITHSTANDING, TENANT AGREES THAT IT SHALL LOOK SOLELY TO THE INCOME DERIVED BY LANDLORD THROUGH ITS MANAGEMENT OF MOMENTUM VILLAGE FOR THE COLLECTION OF ANY JUDGMENT (OR OTHER JUDICIAL PROCESS) REQUIRING THE PAYMENT OF MONEY BY LANDLORD IN THE EVENT OF ANY DEFAULT OR BREACH BY LANDLORD WITH RESPECT TO ANY OF THE TERMS, COVENANTS AND CONDITIONS OF THIS LEASE TO BE OBSERVED OR PERFORMED BY LANDLORD. NO OTHER ASSETS OF THE LANDLORD, OR LANDLORD'S PARTNERS, OFFICERS, MEMBERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, AFFILIATES OR SUBSIDIARIES SHALL BE SUBJECT TO LEVY, EXECUTION OR OTHER PROCEDURE FOR THE SATISFACTION OF TENANT'S REMEDIES. NO CLAIM FOR ANY DEFICIENCY REMAINING SHALL EVER BE ASSERTED AGAINST THE PARTNERS, OFFICERS, MEMBERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, AFFILIATES OR SUBSIDIARIES OF LANDLORD OR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. TENANT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY EXPRESSLY WAIVES ANY RIGHT TO CLAIM A STATUTORY LIEN IN FAVOR OF TENANT PURSUANT TO SECTION 91.004 OF THE TEXAS PROPERTY CODE IN THE EVENT OF LANDLORD'S BREACH OF THIS LEASE. IN THE EVENT OF ANY ACT OR OMISSION BY LANDLORD AT THE BUSINESS OFFICE OF MOMENTUM VILLAGE WHICH WOULD GIVE TENANT THE RIGHT TO DAMAGES FROM LANDLORD OR THE RIGHT TO TERMINATE THIS LEASE BY REASON OF A CONSTRUCTIVE OR ACTUAL EVICTION FROM ALL OR PART OF THE PREMISES OR OTHERWISE, TENANT SHALL NOT SUE FOR SUCH DAMAGES OR EXERCISE ANY SUCH RIGHT TO TERMINATE UNTIL TENANT SHALL HAVE FIRST GIVEN WRITTEN NOTICE OF SUCH ACT OR OMISSION TO LANDLORD AND A REASONABLE PERIOD OF TIME (NOT LESS THAN 30 DAYS) FOR COMMENCING TO REMEDY SUCH ACT OR OMISSION SHALL HAVE ELAPSED FOLLOWING THE GIVING OF SUCH NOTICE, DURING WHICH TIME LANDLORD SHALL BE ENTITLED TO ENTER UPON THE PREMISES AND DO THEREIN WHATEVER MAY BE NECESSARY TO REMEDY SUCH ACT OR OMISSION.

COPY

**RULES AND REGULATIONS
MOMENTUM VILLAGE APARTMENTS**

These Rules and Regulations are incorporated by reference into the Lease Agreement between Landlord and Tenant and are a part thereof. They are promulgated for the purpose of preserving the welfare, safety, and convenience of tenants in MOMENTUM VILLAGE, and for the purposes of making a fair distribution of services and facilities for all tenants, and for the purpose of preserving Landlord's property from abusive treatment. Violating any of the Rules and Regulations can result in but not limited to, fines, deferred eviction, etc. If a tenant is placed on deferred eviction and during the period of deferment another violation occurs, an immediate eviction will take place and the landlord will not be subject to give the tenant three (3) days to vacate the assigned unit.

1. Solicitation and/or canvassing of any kind, without the prior written consent of the Landlord, will not be permitted in the Premises or about MOMENTUM VILLAGE APARTMENTS. Tenants are requested to notify Landlord of any such activity.
2. Tenants shall not hang or erect anything on or about the exterior of the Premises (room) or MOMENTUM VILLAGE APARTMENTS, nor place nails, hooks, etc. on exterior walls or ceilings of the Premises (room) or MOMENTUM VILLAGE APARTMENTS, without the prior written consent of management. Tenants are allowed to hang or erect anything on or about the interior of the Premises (room) or MOMENTUM VILLAGE APARTMENTS utilizing finishing nails, thumbtacks and command strips. All interior and exterior doors of the Premises (room) and MOMENTUM VILLAGE APARTMENTS, shall remain free of nails, stickers, tape, or any other additions to the original surface. To avoid marring the facilities, no posters or flyers are to be posted on windows or doors.
3. Pets or any animals are absolutely prohibited from being brought into the premises of MOMENTUM VILLAGE APARTMENTS, at any and all times. Pet prohibitions apply to all mammals, reptiles, birds, fish and insects. Notwithstanding the foregoing, nothing herein shall be construed to prohibit seeing-eye dogs in MOMENTUM VILLAGE APARTMENTS, for the visually impaired. In the event of a violation of this rule, a \$150 fine may be assessed against the Tenant, and Landlord, at its discretion, may declare the Lessee in Default. In the event of a subsequent violation, a \$150 fine will be assessed against Tenant and the Landlord will declare the Lease to be in default. Pets must be removed from the premises immediately. Owner may remove any unauthorized pet if one day's written notice of intent to remove the pet is left in a conspicuous place in the apartment. Owner may turn the pet over to a humane society or local authority.
4. Fire warning devices and safety equipment are to be used only in case of emergency. The sounding of a fire alarm should be taken seriously. In the event of an alarm, tenants should proceed in accordance with the instructions posted in and about MOMENTUM VILLAGE APARTMENTS. The intentional sounding of an alarm outside of an emergency situation is a criminal offense and a material breach of the Lease Agreement. At lease commencement Landlord will test the smoke detectors in premises (room) for proper operation and working batteries. Upon notification by resident owner will replace battery. Tampering or altering the smoke detector will result in a \$50.00 fine. Any violation is a default under the Lease, which would entitle Landlord to declare a default and pursue all remedies provided to Landlord.
5. Fire code prohibits **storage** or use of barbecue grills in or on any building, walkway, stairway or balcony. Grills found on the premises will be disposed of by landlord. Community grills are available for residents only. Grills and grill area should be left clean for use by others.
6. The use of candles on the premises is not permitted. Violation could result in a fine of up to \$150.00.
7. Some small appliances, such as radios, televisions, irons, refrigerators not exceeding four cubic feet and microwaves not exceeding 600 watts are permitted. Space heaters and other heating devices present a fire hazard and are prohibited. Violation will result in a fine as suggested by State Fire Marshall.
8. Landlord recognizes the right of Tenant to entertain friends and have guests. Tenant, members of Tenant's family and guests shall at all times conduct themselves in an orderly manner, and shall not make or permit any loud or offensive conduct or otherwise disturb the comfort or quiet enjoyment of the other Tenants. Tenants will be held responsible for the conduct of their visitors and guests; however, the privacy and right to normal use of the Premises by Tenant's roommate must be respected by Tenant when entertaining visitors and guests.
9. It is understood that Tenant may have visitors or guests from time to time, but Tenant expressly understands that occupancy of the Premises is limited to Tenant only and that guests must adhere to the rules and regulations and respect the rights of roommates. Any person occupying or otherwise staying in Tenant's room or suite as a guest for more than two (2) consecutive days shall be deemed a guest only if the prior written consent to such occupancy or stay is secured from Landlord, except that, under no circumstances, may such person's stay in the room exceed four (4) days. In recognition that the Premises are primarily for Tenant's occupancy relative to Tenant's enrollment at University for educational purposes, Tenant may not request permission for a guest to stay in Tenant's room beyond two (2) consecutive days any more than four (4) times during the Lease Term. Tenant's failure to observe the above requirements shall constitute a default by the Tenant and entitle Landlord to exercise its rights and remedies hereunder.
10. All radios, televisions, stereo equipment or any other appliances or items which generate noise or sound, shall be turned down to a level that does not annoy or interfere with the quiet enjoyment of the other Tenants.
11. No percussive or electronically amplified musical instruments may be played on the premises. Non-electronically amplified acoustic instruments may be played in the Premises or in MOMENTUM VILLAGE APARTMENTS, at a level that does not annoy or interfere with the quiet enjoyment of the other Tenants.
12. No incense or other odor producing items shall be used in or about the Premises. It is understood by Tenant that offensive noises and odors are expressly prohibited.
13. Driveways, sidewalks, courts, halls, entry passages, stairs and other public areas shall not be obstructed at any time. Bicycles may be parked or stored only in the areas provided for bicycle parking. Bicycles are not permitted inside the Premises, nor may they be chained to any exterior railings, trees, etc. Bicycles may be removed from such areas by Landlord and a \$25.00 removal fee will be charged to the owner of the bicycle. Landlord shall not be liable for damage or loss of any bicycles.

14. Tenants will not be permitted to construct lofts, waterbeds, wall partitions, or any similar structure without the written consent of the Landlord, which consent may be withheld in the sole discretion of Landlord.
15. All tenants shall comply with QUIET HOURS as posted, and shall comply with all rules and regulations as posted from time to time for use of the recreational areas. No guests or visitors shall be authorized in the recreational areas except when accompanied by Tenant.
16. All organized parties must be planned in advance with and be approved in writing by the management.
17. The University prohibits the possession and consumption of alcoholic beverages for students under the age of 21 on university premises, including MOMENTUM VILLAGE APARTMENTS.
18. Windows and doors shall not be obstructed. The use of foil and other similar materials over windows is not permitted. Window screens must remain permanently in place to fulfill their purpose and to avoid loss. In the event that Tenant removes or damages the window screen a charge of \$25.00 will be imposed for each offense, and payment must be made within ten (10) days from date Tenant receives notice of the charge. Any Tenant throwing anything, placing or hanging anything, out of their window will be subject to immediate eviction.
19. It is essential that tenants observe good taste and common sense in decorating their apartments. No articles are to be displayed in the windows since the public views the facility from the outside. Tenants will be charged for damage caused by any affixation of decorations, which marks, defaces, or mars the interior and exterior. Seasonal decorations must be of a fire retardant material.
20. All trash and refuse should be placed in the receptacles provided by Landlord and not left in the Premises or in any of the common areas, hallways, or similar places in MOMENTUM VILLAGE APARTMENTS. Tenants should deposit items to be recycled in the appropriately designated recycle receptacles when available. A \$25.00 service charge will be immediately due and payable by resident(s) for any refuse, which is left outside residents' unit or left elsewhere on the property.
21. It is the responsibility of the tenant to clean and maintain her/his apartment in a sanitary and safe condition.
22. Parking is by permit only in specified areas. The parking fee is for rental of space, which cost is borne only by those requiring such facility. Parking double, in fire lanes, in staff spaces or spaces assigned to other tenants will result in the vehicle being ticketed or towed at vehicle owner's expense. Landlord is not responsible for damage, which may occur during towing. Vehicle reconditioning, repair, maintenance (including changing of oil or changing tires) is not permitted on site. Washing cars is not permitted unless designated at a specific time and area by manager. Vehicles deemed inoperable or in disrepair by management may be removed at owner's cost if one day's written notice of intent to remove the vehicle is left in a conspicuous place on the vehicle.
23. No furniture is to be removed from public areas and tenant units. Removal of such will be considered disorderly conduct or theft and the person or persons responsible may incur charges for replacement, fines or other disciplinary actions.
24. At certain times if a tenant is accompanied by a guest, the guest must surrender valid I.D. and sign in before entry.
25. Locks may not be altered, changed, or added under any circumstances. Keys and Electronic Access Cards are the property of Landlord and must be returned to Landlord at the end of Tenant's occupancy. Duplication of keys is prohibited. Unless the loss of one's key was beyond the control of tenet & tenet is in possession of a valid police report stating that, due to circumstances, loss was unavoidable, tenant will be charged the following to replace keys/locks: MOMENTUM VILLAGE: Key- \$25.00 ; Locks- 4 bedroom apartments and townhomes & 2 bedroom apartments, \$125.00 & \$75.00, respectively.
26. No recreational or sporting games in any form are permitted in the buildings, breezeways, balconies or parking lots.
27. No storage for unwanted furniture is available. Tenants will be held responsible for furniture returned to its original position prior to check-out. No furniture may leave the premises at anytime.
28. **Smoking is prohibited in MOMENTUM VILLAGE.** This includes any public areas, e.g. hallways, lounges, laundry room, etc.
29. Baby-sitting is not allowed in MOMENTUM VILLAGE APARTMENTS. Children may create a disturbance for other tenants, therefore, their presence is not allowed. Section 15 of the Lease Agreement, Use of Premises, prohibits any commercial or business activity within the apartment units.
30. The use, sale, or distribution of illicit drugs will not be tolerated. Residents or guests caught using or soliciting drugs will be turned over to the criminal or university authority. Residents or guests caught or suspected of using drugs will face disciplinary actions including the possibility of eviction. Contraband inspection services utilizing contraband detection canines will be conducted on an unannounced basis. Communal areas, individual rooms and automobiles shall be subject to inspection.
31. Gambling is prohibited in MOMENTUM VILLAGE APARTMENTS.
32. Hazing by any club, group, organization or individual is strictly forbidden by State law. Hazing includes "any act that injures, degrades, disgraces, any fellow student or person."
33. All signs, posters or other items must be approved by Landlord before they may be posted in any public area. Approved materials must be posted in approved areas.
34. Laundry facilities, if available, are for residents' use only.
35. No loitering on MOMENTUM VILLAGE premises after 11p.m.

EXCEPT AS TO FINES SPECIFICALLY SET FORTH IN THESE RULES AND REGULATIONS, LANDLORD MAY IMPOSE A FINE OF NOT MORE THAN \$150 FOR ANY VIOLATION OF THESE RULES AND REGULATIONS. ANY VIOLATION OF THESE RULES AND REGULATIONS ALSO CONSTITUTES A DEFAULT UNDER THE LEASE AGREEMENT AND SHALL ENTITLE THE LANDLORD TO PURSUE ALL REMEDIES AVAILABLE TO LANDLORD PURSUANT TO SAID LEASE. LANDLORD'S DETERMINATION OF A VIOLATION SHALL BE FINAL.

TENANT ACKNOWLEDGES THAT TENANT HAS READ THESE RULES AND REGULATIONS PRIOR TO EXECUTING THE LEASE AGREEMENT AND TENANT AGREES TO ABIDE BY THESE RULES AND REGULATIONS DURING THE TERM OF THE LEASE. TENANT ALSO ACKNOWLEDGES THAT LANDLORD EXPRESSLY RESERVES THE RIGHT TO PROMULGATE ADDITIONAL RULES AND REGULATIONS APPLICABLE TO MOMENTUM VILLAGE APARTMENTS AND TO AMEND OR MODIFY ANY RULE OR REGULATION CONTAINED HEREIN AS LANDLORD FROM TIME TO TIME DETERMINES TO BE APPROPRIATE.

**CONTINUING PARENTAL OR SPONSOR GUARANTY
MOMENTUM VILLAGE APARTMENTS**

THIS GUARANTY AGREEMENT ("Guaranty") is executed and delivered by the undersigned Guarantor, pursuant to Paragraph 18 of that certain lease agreement ("Lease") executed by and between the undersigned tenant ("Tenant") and landlord ("Landlord") attached hereto. Whereas, Tenant has applied to become a resident of MOMENTUM VILLAGE, Corpus Christi, Texas; and Whereas Landlord requires, as possible condition of the acceptance of such Tenant, that all payment and performance obligations of the Tenant under the Lease (and the rules and regulations of MOMENTUM VILLAGE referenced under Rules and Regulations Momentum Village Apartments, be personally and unconditionally guaranteed by the Tenant's parent, guardian or other sponsor ("Guarantor"). The requirement of this Guaranty is in recognition of the fact that the Tenant may not have independent financial means, but this Guaranty shall be in force irrespective of the financial means of the Tenant. The Guarantor represents that his or her relationship with the Tenant is as listed below.

In order to induce Landlord to lease to the Tenant, the undersigned does hereby (if more than one, jointly and severally) guarantee the payment in full of all obligations under the Lease to be executed by the Tenant or any renewal, extension or subsequent Lease (whether for the same or different unit), and to pay all amounts, including fines imposed pursuant to the Rules and Regulations, or attorney's fees incurred in the enforcement of the subject Lease or any renewal, extension or subsequent lease. This is a continuing and absolute guaranty of payment and not of collection.

This Guaranty may be enforced against Guarantor without the necessity of recourse against Tenant or any other parties responsible. The validity and enforceability of this Guaranty shall not be affected by the invalidity or unenforceability of the Lease, or any renewal, extension or substitution thereof, as against the Tenant for any reason whatsoever, including any defense that Tenant lacks sufficient legal capacity to enter into the Lease or any renewal, extension or substitution thereof. Guarantor consents that any proceedings to enforce this Agreement or related rights may be brought before the court sitting in the judicial district or circuit in which MOMENTUM VILLAGE is located, and Guarantor consents to personal jurisdiction of such courts and agrees that it may be served with process by certified mail addressed to it at the address shown below. Any actions to enforce this Guaranty shall be governed by the laws of the State of Texas.

The Guarantor waives (1) renewal or notice of extension of time within which payment of rental, damages or repairs or the performance of other obligations shall be due; (2) necessity of recourse against Tenant; (3) any understanding that any other person or entity was to sign this Guaranty; (4) the incapacity or bankruptcy of Tenant or any other Guarantor; (5) any notice of change or amendment to the Lease, the Rules and Regulations, or the right to any notice of default.

Failure of Landlord to enforce right of recovery against other occupants of the suite and any third parties shall not release Guarantor, provided that Guarantor is only liable for payments or obligations of Tenant whose name is set forth below in accordance with the terms of the Lease.

Guarantor also acknowledges that if Tenant or Guarantor is more than sixty (60) days delinquent on payment of rent or any monies due Landlord pursuant to the Lease, then Landlord shall have the right to report Tenant's and/or Guarantor's delinquency to any and all credit reporting agencies. Guarantor also acknowledges that Landlord shall have the right to obtain a credit report (or summary thereof) of or credit scoring of Guarantor's credit history prior to Landlord's execution of this Lease. If, in the Landlord's sole discretion, Guarantor has a credit history of delinquent payments, defaulted obligations or an overall negative credit history indicating that Guarantor may be a poor credit risk, then Landlord may rely on said credit history in denying to lease the Premises to Tenant.

In addition, Guarantor agrees to guaranty and pay all reasonable attorneys' fees and all costs that are incurred by Landlord in the enforcement of Landlord's rights under the Lease or this Guaranty.

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT ("Guaranty") IS EXECUTED BY THE UNDERSIGNED GUARANTOR IN CONNECTION WITH THAT CERTAIN LEASE AGREEMENT (the "Lease") EXECUTED BY Momentum Village/ American Campus Communities ("Landlord") and ("Tenant"), A COPY OF WHICH LEASE IS ATTACHED HERETO.

1. **UNCONDITIONAL GUARANTY.** In consideration of the execution by Landlord of the Lease, Guarantor absolutely, irrevocably and unconditionally guarantees full and complete payment and performance by Resident of all of the duties and obligations of Resident under the Lease and further covenants with the Landlord that if default shall at any time be made by the Resident in payment of Rent or other payments under the Lease or in the performance of any other duties or obligations of the Resident contained in the Lease, Guarantor will pay to the Landlord or Landlord's successors or assigns any delinquent Rent and any damages or other sums that may arise or be due to Landlord under the Lease as a result of any violation or default by the Resident, on receipt of written notice of such violation or default from Landlord or Landlord's successors or assigns. Releasing or assignment of the Lease by Resident with or without Guarantor's approval shall not affect Guarantor's liability under this Guaranty. Modifications or amendments to the Lease or extensions, renewals, or apartment reassignment of or during the Lease Term or Renewal Terms shall not affect Guarantor's liability under this Guaranty. Guarantor shall be liable for such modifications, amendments, or extensions or changes to the Lease or Renewal Agreements.
2. **NOTICE TO GUARANTOR/WAIVER.** This Guaranty shall be a continuing and irrevocable guaranty. Guarantor waives notice of Guarantor's acceptance of this Guaranty and further waives demand, notice of default, protest or notice of protest of every kind, notice of any and all proceedings in connection with the Lease (including notice of Resident's default or violation under the Lease), diligence in collecting any sums due under the Lease or enforcing any of the obligations under the Lease, bringing of suit and diligence in taking any action with reference to the Lease or in handling or pursuing any of Landlord's rights under the Lease.
3. **DEATH OF GUARANTOR.** In the event of the death of an individual Guarantor, the obligation of such Guarantor under this Guaranty shall continue in full force and effect against Guarantor's estate as to all indebtedness and other obligations of Resident under the Lease. Landlord shall not be required to pursue any other remedies before invoking the benefits of this Guaranty. In particular, Landlord shall not be required to exhaust Landlord's remedies against Resident or other guarantors. Landlord may from time to time at Landlord's discretion and with or without valuable consideration, release Resident from all or part of Resident's obligations without affecting this Guaranty.
4. **ENFORCEMENT.** This Guaranty shall inure to the benefit of the transferee or subsequent owner of the Apartment Community. This Guaranty shall be binding upon the Guarantor and Guarantor's personal representatives, notwithstanding any change in status or organization of the Landlord or Resident or any reletting by Resident. Suit may be brought against any single Guarantor or against all Guarantors without impairing the rights of Landlord, its successors or assigns, against other Guarantors. If Resident is in default or violation under the Lease and if it becomes necessary for Landlord to place this Guaranty in the hands of an attorney to enforce the rights and remedies of Landlord, Landlord may recover reasonable attorneys' fees from Guarantor, even if suit has not been filed. In any lawsuit to enforce the provisions of this Guaranty, the prevailing party shall be entitled to recover reasonable attorney's fees from the non-prevailing party, including all out-of-pocket costs of litigation as set forth in the Lease. This Guaranty may be enforced against Guarantor without the necessity of recourse against Resident or any other party. The validity or enforceability of this Guaranty shall not be affected by the invalidity or unenforceability of the Lease or Resident's lack of sufficient legal capacity to enter into the Lease. Failure of Landlord to enforce the Lease or enforce Landlord's rights against the Resident shall not operate to release Guarantor from Guarantor's obligations under this Guaranty.
5. **MISCELLANEOUS.** Guarantor acknowledges that but for the execution of and delivery of this Guaranty, Landlord may not have entered into the Lease. The obligations of this Guaranty shall be performed in the same county or counties where the Resident's obligations are to be performed under the Lease. Guarantor acknowledges that Landlord has relied on all written information furnished by Guarantor to Landlord in connection with this Lease. No oral agreements or representations have been made in connection with this Guaranty. The obligations under this Guaranty are absolute, irrevocable and unconditional. Guarantor hereby submits and consents to personal jurisdiction of the courts in the State and/or County in which the Premises are located. Defined terms used herein which are not otherwise defined herein shall have the meanings ascribed to them in the Lease. The absence of a copy of the Lease attached hereto shall not affect the validity or effectiveness of this Guaranty.

GUARANTOR UNDERSTANDS AND AGREES THAT THIS GUARANTY REPRESENTS A LEGAL, BINDING OBLIGATION ON THE PART OF GUARANTOR.

GUARANTOR:

<hr/> Name	<hr/> Employer
<hr/>	<hr/> Employer Address
<hr/> Home Address	<hr/>
<hr/> Cell Phone	<hr/>
<hr/> Home Phone	<hr/> Employer Telephone
<hr/> E-Mail Address	<hr/> SSN
<hr/> Signature	<hr/> Date