

General Lease Terms

Lessor's Responsibilities; Lessee's Duties

1. Lessor will comply with all appropriate provisions of federal, state, county, or local statute, code or regulation governing maintenance, construction, use or appearance of the leased premises and the property of which it is a part. Lessee shall (1) comply with all Addenda hereto and the rules, regulations, policies, and guidelines imposed hereunder; (2) prohibit any person, whether on the leased premises or apartment community with or without Lessee's permission, from willfully, wantonly, or negligently destroying, defacing, damaging, impairing, or removing any part of the structure, dwelling unit, or the facilities, equipment, or appurtenances belonging thereto, or engaging in any unlawful conduct; and (3) refrain from interfering with the rights of other leaseholders or occupants to peaceably enjoy, use, or occupy the premises and apartment community. Furthermore, Lessee shall give Lessor prompt written notice of any accident, dangerous conditions, or defacing occurring on the leased premises or the apartment community.

Condition of Premises; License

2. Lessor has examined the leased premises and covenants that the leased premises and all common areas are in clean, habitable, and sanitary condition, free of rodents and vermin, and in compliance with all applicable laws. Lessee hereby acknowledges that execution of this Lease Agreement is conclusive evidence that Lessee accepts delivery of the leased premises and that the leased premises and all common areas are in clean, habitable and sanitary condition, free of rodents and vermin, and in compliance with all applicable laws.

Lessor is duly licensed to operate a multi-family residential dwelling and such license may be inspected by Lessee during normal business hours at the offices of Lessor as stated in this Lease Agreement or at such other place as Lessor may designate.

Lease Application; Credit Disclosures; Venue; Limitations

3. Lessor tenders and Lessee accepts this Lease Agreement based on the representations contained in the Lease Application, which is made a part of this Lease Agreement, submitted by Lessee for the purpose of inducing Lessor to execute this Lease Agreement. In the event that any of the representations contained in the Lease Application shall be found to be misleading, incorrect, untrue, or based on false information, Lessee's act of providing said information shall be deemed a substantial and material breach that warrants eviction, permitting Lessor to terminate this Lease Agreement and repossess the leased premises, reserving all rights and remedies against Lessee as if a default hereunder had occurred.

In consideration of the application and this Lease Agreement, Lessee and Guarantor, if any, authorize Lessor to obtain investigative consumer reports on Lessee and Guarantor during the application process and for so long as the tenancy continues and Lessor claims any sums are due and owing under the Lease Agreement as a result of the tenancy between the parties. Such reports may contain, but may not be limited to, consumer credit reports, criminal history records/court records, verification of residences, employment and income. Lessor is authorized to verify any and all information contained in the Lease Application and to inquire into issues of Lessee's and Guarantor's character, general reputation, personal characteristics, and mode of living. All concerned in this process are released from any liability in connection with any information obtained. Lessee and Guarantor have the right under the Federal Fair Credit Reporting Act ("FCRA") Section 606(b), to make a written request to Lessor and those entities that provide information during this process, within a reasonable time, for a complete and accurate disclosure of the nature and scope of any such investigation. Lessee and Guarantor agree, certify, and acknowledge that the information provided in the Lease Application and the request for, and use of, any such reports are for the permissible business purposes of investigating Lessee and/or Guarantor, Lessee and/or Guarantor's creditworthiness, the collectability of sums due and owing under this Lease Agreement and tenancy, and for any other permissible business purpose as set forth by law or under this Lease Agreement. Lessee, Guarantor, and Lessor further agree that any information so obtained may be used in pursuit of the collection of any debt claim arising out of this Lease Agreement, the Lease Application, or in case of an emergency.

In consideration of this Lease Agreement, upon expiration or termination of this Lease Agreement, Lessee and/or Guarantor agree to promptly pay all sums that remain unpaid hereunder for rent, damages beyond reasonable wear and tear, and other charges that have accrued or have arisen under this Lease Agreement in a prompt manner, but in no event, later than thirty (30) days from Lessor's mailing of an itemized list of claims to Lessee's last known address. If no objection to said charges are made in writing within this time, the entire debt shall be assumed valid. In the event of nonpayment of said charges, Lessee and Guarantor acknowledge and authorize Lessor to report any unpaid claim to credit reporting agencies. In the event Lessor files legal action for any such claims and the leased premises is located in the State of Maryland, Lessee and Guarantor waive any legal rights related to jurisdiction and venue, and the parties' consent that, at Lessor's option, venue shall lie in the District Courts of Maryland for Montgomery County or Prince George's County. If the leased premises is located in the Commonwealth of Virginia, venue shall lie in the General District Court of the County in which the leased premises is located.

Possession

4. Lessor has not guaranteed a specific delivery date for the leased premises. Lessee will only be charged rent from the later of the commencement date specified at the beginning of this Lease Agreement or the date Lessor tenders possession of the leased premises to Lessee. If permission is given to Lessee to enter into possession of the leased premises prior to the date specified for the commencement of the term of this Lease Agreement, and/or to occupy any apartment of Lessor other than the leased premise at any time, Lessee covenants and agrees that such occupancy shall be deemed to be under all of the terms, covenants, rules and regulations of this Lease Agreement, with the rent provided for under this Lease Agreement to be apportioned for such period of occupancy (as to space on a square foot basis, and as to time, on a daily basis) unless otherwise agreed to

between the parties.

- Rules and Regulations**
5. The rules and regulations in this Lease Agreement are hereafter published as Community Policies and Guidelines. The Community Policies and Guidelines, Addenda to this Lease Agreement, and any other amendments, additions and modifications as they are made from time to time by Lessor, shall be part of this Lease Agreement. Lessee covenants that said rules and regulations shall be faithfully observed by Lessee, all occupants of the leased premises, and Lessee's agents, guests, and invitees. Violation of any of these items shall be deemed a default and a substantial and material violation of the Lease Agreement.
- Upon Lessee's faithful and full performance of this Lease Agreement, Lessee may peacefully and quietly enjoy the leased premises for the term hereof, subject to the terms and conditions of this Lease Agreement.
- Restrictions on Use**
6. Lessee, along with any occupants of the leased premises, invitees, agents, or guests - whether or not known to Lessee - shall not (1) use or permit the use of the leased premises or any part of the property for any unlawful, disruptive, or disorderly activity, or in any manner that interferes with the peaceful enjoyment of other residents or in any manner offensive to the occupants of other apartments; (2) engage in any conduct that is offensive, threatening, abusive, harassing, or otherwise inappropriate - whether verbal, physical, or visual - in relation to other residents, guests, invitees, or any agent, employee, or vendor of Lessor (3) intimidate, harass, or direct aggression toward any person lawfully on the property, including other residents, Lessor's employees, and contractors.
- The leased premises shall be kept in clean, safe, and sanitary condition. Nothing shall be done, nor shall anything be brought into said leased premises or the property of which it is a part, which will increase the rate of fire insurance on the leased premises or any building or property of which it is a part.
- The leased premises and the apartment community of which it is a part is zoned and permitted for multi-family residential dwellings only. Lessee covenants and agrees that the premises shall be used solely for residential purposes and shall not be used for any business, commercial, or non-residential activity, whether for profit or otherwise.
- Authorized Occupants; Restrictions on Subletting**
7. Lessee covenants that the leased premises shall be occupied only by Lessee and persons designated as authorized occupants in the Lease Agreement. The total number of occupants shall not exceed the lesser of: (a) the number specified in this Lease Agreement, or (b) the maximum occupancy permitted by applicable building, zoning, or housing codes.
- Any proposed additional occupant must submit a completed lease application and pay any applicable application fee, subject to the limits imposed by law. In accordance with applicable statutes, the screening fee shall not exceed the maximum amount permitted and may reflect the actual costs incurred by Lessor in processing the application. Lessor retains sole and absolute discretion to approve or deny any proposed occupant based on its established rental criteria, which may include creditworthiness, rental history, income verification, and background checks. If approved, all Lessee shall be required to execute a new Lease Agreement or an addendum thereto, and shall be jointly and severally liable under the terms of the Lease. All occupants shall be subject to all rules, regulations, policies, and guidelines established by Lessor, which may be amended from time to time.
- Lessee shall not sublet, assign, license or transfer this Lease Agreement, rent the leased premises or any part thereof, or suffer or permit the leased premises or any part thereof to be used by any unauthorized occupant. In the event of statutory provisions to the contrary, such actions may not be done without the prior written consent of Lessor, which consent shall not be unreasonably withheld, provided that the proposed occupant submit a completed lease application, pay any applicable application fee, and a screening fee in an amount equal to expenses actually incurred by Lessor to perform screening of the proposed occupant, to the extent allowed by law, and meet Lessor's criteria for approval. Under no circumstances shall Lessee collect any sums of money from those to whom the leased premises are transferred that are over and above the leasehold charges set forth in the Lease Agreement. Lessee shall not take any roomers or boarders into the leased premises and shall not permit any guest to live at the leased premises in excess of fifteen (15) days on the aggregate during any calendar year unless prior written consent is obtained from Lessor.
- Utilities**
8. Lessee shall pay utility bills for all items not included in the Monthly Rent for the leased premises when and as the same shall become due and shall make all required deposits with public utility companies. Failure of Lessee to engage and maintain such utilities shall be deemed a substantial and material breach of lease that warrants eviction and shall not obligate Lessor to provide alternative housing to Lessee in the event the leased premises are deemed uninhabitable as a result thereof. Lessor may, at its option, implement a utility billing system, including, but not limited to, converting to direct metering, sub-metering, an allocated billing system, or ratio billing system for each apartment, subject to applicable law. Should Lessor become liable for amounts due and owing to a utility provider due to Lessee's failure to pay for or maintain such utilities, such amounts or sums shall be considered additional rent under this Lease Agreement, to the extent allowed by law, and shall immediately accrue to the account between the parties.
- Unlawful Activity; Controlled or Dangerous Substance; Other Prohibitions**
9. Lessee, occupants of the leased premises, Lessee's guests, and any other persons on the leased premises - whether or not known to Lessee - shall not use the leased premises or any part of the apartment community or surrounding areas for any unlawful purposes including, but not limited to, the use, possession, cultivation, processing, storing, distribution, or sale of a controlled or dangerous substance prohibited by the federal and/or state law, or for use and/or possession of any apparatus, equipment or paraphernalia related thereto. Without limiting the foregoing, the prohibitions in this paragraph shall apply to all cannabis, cannabis derivatives, or any

cannabis containing substances, whether such cannabis is legal in any amount and/or for any purpose whatsoever under state and/or federal law.

Possession of guns, weapons, or any apparatus related thereto upon the leased premises or any part of the apartment community is strictly prohibited. Lessee agrees that violation of this paragraph shall be deemed a substantial and material breach of lease that warrants eviction and Lessor may terminate this Lease Agreement immediately as a result of said breach.

Animals

10. LESSEE HEREBY COVENANTS AND AGREES THAT NEITHER LESSEE, NOR ANY OCCUPANT OF THE LEASED PREMISES, NOR ANY OF THE LESSEE'S AGENTS, GUESTS, OR INVITEES - WHETHER KNOWN OR UNKNOWN TO LESSEE - WILL PERMIT, KEEP, HARBOR, OR BRING UPON THE LEASED PREMISES OR THE COMMUNITY GROUNDS ANY NON-HOMO SAPIEN ANIMAL OR ANIMALS OF ANY KIND WHATSOEVER WITHOUT PRIOR WRITTEN CONSENT OF LESSOR. Lessee further agrees not to allow or permit occupants of the leased premises, or any of Lessee's agents, guests, or invitees - whether known or unknown to Lessee - to bring any such animals of any kind into or upon the leased premises or the community grounds.

In the event an animal brought into or upon the leased premises or the community grounds by Lessee, any occupant of the leased premises or any of Lessee's agents, guests or invitees causes property damage, personal injury, or death to an individual upon the leased premises or community grounds, Lessee shall be solely responsible therefore and shall fully indemnify Lessor for all costs, judgments, damages, awards, and attorney's fees incurred as a result. All such costs or sums shall be considered additional rent under this Lease Agreement, to the extent allowed by law, and shall immediately accrue to the account between the parties.

In the event an animal brought into or upon the leased premises or the community grounds by Lessee, any occupant of the leased premises or any of Lessee's agents, guests or invitees, defecates or urinates in the leased premises, anywhere in the apartment building, or upon the community grounds, Lessee shall immediately clean up after the animal. Failure to do so shall constitute a violation of this Lease Agreement, and Lessee agrees to pay a charge of \$25 per occurrence, or the maximum amount permitted by applicable law. Nothing herein shall prohibit Lessor from charging an animal deposit and/or rent, in addition to the rent set forth in the Lease Agreement or increasing the charge set forth herein, to the extent allowed by law. Such animal deposit, rent, and/or charges applied shall be considered additional rent under this Lease Agreement, to the extent allowed by law.

Notwithstanding the foregoing, Lessee may request that Lessor provide a reasonable accommodation for a service animal based upon a disability-related need in accordance with applicable laws, this Lease Agreement, and any applicable addenda.

Liability and Renters Insurance; Waiver of Subrogation

11. Lessor shall not be liable to Lessee, occupants of the leased premises, or Lessee's agents, guests, or invitees for any damage or injury caused to any person or property, or for failure to provide services, caused by water, rain, snow, ice, sleet, fire, storms, other acts of God, acts of nature, acts of war, acts of terrorism, criminal activity or accidents, or by breakage, stoppage, or leakage of water, gas, heating, and sewer pipes or plumbing on or about, or adjacent to the leased premises and Lessee does hereby release and discharge Lessor, its representatives, agents, servants, and employees from liability for failure to provide services and for any injury or damage to the person or property of Lessee, the occupants of the leased premises, Lessee's agents, guests or invitees, resulting from any cause whatsoever by Lessor, its representatives, agents, and employees excluding gross negligence or violation of law. Lessor shall not be liable to Lessee, occupants of the leased premises or Lessee's agents, guests, or invitees, for any damages or injuries caused by second hand or secondary smoke originating from or about the leased premises of other leaseholders, occupants, or their agents, guests, or invitees. Lessor does not carry any insurance on possessions of Lessee or occupants of the leased premises.

Lessee is required to obtain and maintain apartment renters insurance providing personal liability coverage with limits of liability in an amount not less than \$100,000 per occurrence and coverage for Lessee's personal property, which shall be maintained, at Lessee's sole expense, during the term of the lease and any subsequent lease renewal period and month-to-month thereafter. Such policy shall name Lessor as a "Party of Interest" or "Interested Party" where the "Party of Interest" or "Interested Party" must be notified within ten (10) days in the event Lessee's insurance company or agent cancels or non-renews Lessee's policy ("Interested Party Requirement"); include a waiver of subrogation in favor of Lessor; and any claim for damages to property shall be made pursuant to said insurance policy. Failure to include Lessor as the "Party of Interest" or "Interested Party" with the address listed in the Lease Agreement will constitute a substantial and material breach of the Lease Agreement. Lessor may, upon 30-days' prior written notice, amend the contact information for the Interested Party Requirement, which Lessee agrees to implement not later than 30 days after notice of the change is sent by Lessor.

Lessee acknowledges that Lessor has made available a program (the "Program") providing an opportunity to purchase policies of renter's insurance. Lessee is under no obligation to purchase an insurance policy through the Program. In the event Lessee elects to purchase an insurance policy outside of the Program, Lessee shall provide Lessor with written proof of compliance on or prior to the Commencement Date of the Lease Agreement, and from time to time thereafter upon Lessor's request. Lessee's failure to purchase insurance in accordance with this paragraph is a substantial and material breach of the Lease Agreement and Lessor is entitled to exercise all rights and remedies under the law.

In the event Lessee fails to obtain and maintain insurance coverage as required by this Lease Agreement, Lessor reserves the right, but has no obligation, to obtain personal liability insurance coverage on Lessee's behalf, and to charge Lessee monthly for the amount of the premium paid to the insurance company, which may be subject to change without notice, but shall not exceed \$180 per year, unless notified and in adherence with applicable law. Such an insurance program provided to Lessor by an insurance company Lessor has partnered with, provides

the minimum coverage in personal liability insurance to Lessee, but may not include any personal property coverage that protects Lessee's property in the event of theft, fire or weather damage. Upon Lessee's enrollment in the insurance program set forth in this section, Lessee will receive an insurance certificate evidencing and describing the coverage. Lessee may cancel Lessee's participation in this insurance program at any time if Lessee purchases Lessee's own renters insurance policy meeting the requirements of this Lease Agreement and provide proof of coverage to Lessor.

Lessee agrees that Lessor's insurance partner may communicate with Lessee electronically, if Lessee elects to purchase insurance through Lessor's insurance partner. These communications may be related to the status of Lessee's renters insurance, requests for documentation and/or other servicing communications. Lessee may withdraw Lessee's consent to receive electronic communications at any time by following the unsubscribe options in the email. Lessee acknowledges that Lessee has the hardware and software suitable for connecting to the Internet, viewing PDF files, and electronic storage capacity to retain the communications and/or a printer. Lessee further acknowledges that it is Lessee's responsibility to update Lessee's contact information pursuant to Paragraph 28 of the General Lease Terms.

Notwithstanding any other provision of the Lease Agreement to the contrary, neither Lessor, Lessee, nor any of their respective officers, directors, partners, members, managers, employees, agents, concessionaires, licensees and invitees, shall be liable to the other for loss or damage caused by any risk covered by insurance required to be carried under this Lease Agreement, and each party to the Lease Agreement hereby waives any rights of recovery against the other and its officers, directors, partners, members, managers, employees, agents, concessionaires, licensees and invitees for injury or loss on account of such covered risks. Lessor and Lessee shall require their respective insurance providers to include a waiver of subrogation in the insurance policies required to be carried under this Lease Agreement.

Personal and Property Risk

12. All personal property placed in the leased premises, laundry room, storage room, or in any other portion of said building, the apartment community, or any place appurtenant thereto, shall be at the sole risk of Lessee or the parties owning the same, except that Lessor shall be liable for and will reimburse Lessee for any damage to the property of Lessee caused by the gross negligence or violation of law by Lessor. If any goods, wares or merchandise of Lessee or Lessee's guests shall be placed in the hand or custody of any of the employees or agents of Lessor for safekeeping, or for delivery to said Lessee, or to any person for said Lessee, then such employee shall be deemed the agent of Lessee, and Lessor is hereby expressly released from any and all loss, damage or expense in connection therewith.

Access by Lessor for Inspection Maintenance and Servicing

13. Lessor shall retain duplicate keys to all the doors of the leased premises. Lessor shall have access to the leased premises, upon due notice, to inspect the leased premises or to make necessary repairs, decorations, alterations or improvements, either in the leased premises or in said building of which the leased premises is a part, and Lessee shall not unreasonably refuse access to Lessor. Notwithstanding the above, if Lessee or any occupant of the leased premises requests, consents to, or otherwise communicates the need for maintenance, repairs, decorations, alterations, or improvements - whether verbally, in writing, or through electronic means - such communication shall constitute advance and continuing authorization for Lessor, its agents, employees, or contractors to enter the leased premises without further notice, for the purpose of performing the requested or related work. Lessee waives any right to additional notice for such entry, and Lessor shall not be liable for any inconvenience resulting from such access.

In the event of an emergency that may affect the health, safety, or welfare of Lessor, Lessor's employees or contractors, Lessee, occupants of the leased premises, or leaseholders or occupants of other units, Lessor shall have access to the leased premises, without a prior notice to Lessee, in order to inspect the leased premises or to make necessary repairs, decorations, alterations or improvements, either in the leased premises or in said building of which the leased premises is a part.

Lessor shall have the right, during the last thirty days of the term hereby created, to show the leased premises to prospective Lessees; and during the last ten (10) days of said term, Lessor shall have access to the leased premises in order to make repairs or redecorate same for the incoming Lessee, should Lessor deem this action necessary. Lessor shall exercise these rights of access only after due notice to Lessee, and Lessee shall not unreasonably refuse access to Lessor. Lessor shall supply such services during normal business hours, except in case of an emergency. Normal business hours shall exclude weekends and federal and state holidays unless otherwise agreed to between the parties.

Nothing herein shall prohibit Lessor from entering upon the leased premises in an emergency to allow local authorities to inspect the leased premises, or when Lessor has good cause to believe Lessee may have damaged the leased premises or may be in violation of law.

Damage to Premises; Cleaning; Extermination Services and Third-Party Service Providers

14. Lessee shall not engage any independent contractors, extermination services, or third-party providers to perform work on the leased premises without first obtaining Lessor's prior written consent. Unauthorized services shall be deemed a breach of this Lease Agreement, and Lessor shall not be liable for any resulting damages or costs.

If Lessor performs repairs, cleaning, or other services necessitated by Lessee's actions, negligence, or failure to maintain the leased premises in accordance with this Lease Agreement, Lessee shall reimburse Lessor for the full cost of such services, excluding ordinary wear and tear. Charges shall be presented to Lessee in the form of an itemized invoice and may be substantiated upon written request or as required by applicable law. All such charges or sums shall be considered additional rent under this Lease Agreement, to the extent allowed by law, and shall immediately accrue to the account between the parties.

In the event that extermination services or other remedial services are performed at the leased premises, in any part of the apartment community, or in surrounding areas by Lessor or a third-party authorized by Lessor, Lessee shall be responsible for the full cost of such services if, in Lessor's reasonable judgment and sole discretion, the need for such services arises from the actions, omissions, or negligence of Lessee, any occupant of the leased premises, or Lessee's agents, guests, or invitees. Lessee shall also be liable for such costs if Lessee fails or refuses to properly prepare the leased premises for such services after receiving advance notice from Lessor and Lessor has incurred costs as a result. All such charges or sums shall be considered additional rent under this Lease Agreement, to the extent allowed by law, and shall immediately accrue to the account between the parties.

At the termination of this tenancy, Lessee shall return the leased premises, including all furniture, fixtures and equipment, in the same good order in which they were at Lessee's initial possession, ordinary wear and tear excepted; otherwise, Lessee shall reimburse Lessor for any amount incurred by Lessor to make any necessary repairs, whether said repairs are done in-house or by an outside contractor.

Lessee shall give Lessor prompt notice of any defects in or to the leased premises including, but not limited to, water or steam pipes, electric wiring, heating apparatus, pest infestation, suspected mold growth, and appliances, in order that the same may be repaired with due diligence. Lessee acknowledges that any failure to give prompt notice to Lessor of such a defect or damage shall be considered a substantial and material breach of the lease agreement.

Lessee shall further indemnify and reimburse Lessor, upon demand, for any fines, penalties, charges, or associated costs - including reasonable attorney's fees - incurred by Lessor as a result of any citation, violation, or enforcement action issued by any environmental control board, fire marshal, housing authority, or other governmental or regulatory agency, when such citation or violation is attributable to any act, omission, or condition caused by Lessee, any occupant of the leased premises, or Lessee's agents, guests, or invitees - regardless of whether such cause was known to Lessee. This obligation shall not apply to violations resulting from Lessor's failure to fulfill its duties under this Lease Agreement.

Allocation of Payments

15. All sums that become due under this Lease Agreement shall be retroactively due and may, at Lessor's option, be added to the arrearage for the month or months for which said charges accrue. Once Lessee has become liable for sums due and owing under the Lease Agreement including, but not limited to, damages, cleaning charges over and above ordinary wear and tear, services provided by Lessor or by a third party and paid for by Lessor, late fees, attorney's fees, or court costs, all payments made by Lessee to shall, at Lessor's option, be applied to those amounts, charges, or sums furthest in arrears, first to attorney's fees, costs, legal charges, late fees, insufficient funds charges, damages to property, cleaning charges over and above ordinary wear and tear, additional appliance charges, then to monthly rent, unless otherwise prohibited by law. Should an agreement to pay any of said charges or the allocation of payment in the sequence designated by Lessor be limited by law, the parties agree to be bound for payment of charges to the fullest extent permitted by law. Unless otherwise prohibited by law, all such charges or sums shall be considered additional rent under this Lease Agreement and shall immediately accrue to the account between the parties.

If Lessee is in arrears for any sums due and owing under this Lease Agreement and is transferred or temporarily relocated to another apartment community or property managed by Southern Management Companies LLC before this Lease Agreement expires, unless otherwise prohibited by law, any sums paid by Lessee to Lessor subsequent to such transfer or relocation may first be applied to those amounts or sums due and owing under this Lease Agreement first, at Lessor's sole discretion, starting with those amounts, charges, or sums furthest in arrears, first to attorney's fees, costs, legal charges, late fees, insufficient funds charges, damages to property, cleaning charges over and above ordinary wear and tear, additional appliance charges, then to monthly rent, unless otherwise prohibited by law. Should an agreement to pay any of said charges or the allocation of payment in the sequence designated by Lessor be limited by law, the parties agree to be bound for payment of charges to the fullest extent permitted by law.

Payment of Rent; Receipt; Failure to Pay and Action by Lessor Upon Default

16. Lessee shall make all rental payments in full, and in advance, on or before the first day of each month ("due date"). All payments tendered by a personal check, draft, or money order shall not be deemed made until good funds are actually received by Lessor and posted to Lessee's account. Placement of payments in a mail slot, under a door, or by any other informal means shall not be deemed as receipt by Lessor. Payments made using a credit or debit card, or electronic payment methods including, but not limited to, a digital/mobile wallet or app, ACH transfers, or echeck, may take up to three business days for funds to clear, and such payments shall not be deemed made until good funds are actually received by Lessor and posted to Lessee's account.

Subject to any applicable local law, Lessor will provide a receipt for payment made by Lessee in cash or by money order, or upon request by Lessee.

Where Lessee fails to make all rental payments and payment of other sums due and owing under this Lease Agreement on or before the due date, Lessor may seek legal possession of the leased premises in accordance with the applicable law. Payment or receipt of a payment of less than the amount stated in the Lease Agreement shall be deemed to be nothing more than partial payment made on the account. Under no circumstances shall Lessor's acceptance of any payment constitute an accord and satisfaction, nor will Lessor's acceptance of any payment forfeit Lessor's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on the payment. Should Lessee at any time during occupancy of the leased premises fail to timely pay any one of the monthly installments of rent reserved as aforesaid, then, in such event Lessor shall have the right to avail itself of all legal remedies including the right to re-enter and take possession of the leased premises by legal process from the court having jurisdiction over the leased premises and without any previous demand or notice, except such notice as may be required by law. Acceptance of rent or other payments by Lessor after the effective date of any notice or action to terminate tenancy shall not be a waiver of Lessor's right or action in that regard. In the event a judgment of possession is entered against Lessee, Lessor, at its sole

discretion, without any prior notice, may require rent payments be made by certified funds or cash only and restrict Lessee's access to online/electronic payment portal until all judgments have been satisfied and all Warrants of Restitution ("Writs") have been redeemed.

Except for the Security Deposit specified in Section (I) of the Lease Agreement, the refund of which is subject to the terms of this Agreement and the applicable law, and any overpayment determined to be due to Lessee after the termination of this Lease Agreement, all payments made to Lessor under this Lease Agreement are non-refundable. Any payment in excess of the monthly rent (and to the extent allowed by law, additional rent) due under this Lease Agreement shall be deemed a prepayment of future rent and sums due under this Lease Agreement and will be applied accordingly to Lessee's account to the extent allowed by law.

**Action by Lessor
Upon Default**

17. Should Lessee fail to pay any one of the monthly installments of rent when the same shall become due, or should Lessee violate any one of the terms or conditions of this Lease Agreement or any rules and regulations herein, or hereafter adopted, Lessor shall have the right and option to re-enter and take possession of the leased premises forthwith by legal process from the Court having jurisdiction over the leased premises, or to terminate this Lease Agreement by giving Lessee, personally or by leaving or mailing to the leased premises, a written notice to quit and/or vacate in compliance with the jurisdiction's applicable required notice period for the leased premises. Upon notice, Lessee's right to possession shall terminate upon the last day of the next succeeding month after which said notice is given. In either case, Lessee shall remain fully liable to Lessor for sums equal to the amount of each full month's rent plus other charges set forth herein to the lease termination date or until the leased premises is relet, plus damages. Furthermore, in the event Lessor claims that sums remain due and owing under the Lease Agreement after Lessee has vacated the leased premises, Lessee hereby authorizes Lessor to report any and all such delinquencies to any credit reporting agencies at Lessor's option.

**Method of
Tender;
Return Payment
Charge;
Convenience/
Transaction Fees**

18. Lessor shall have the right to require rent payments be made by certified funds such as cashier's check or money order. All payments tendered by a personal check, draft, or money order shall not be deemed made until good funds are actually received by Lessor and posted to Lessee's account. Placement of payments in an overnight slot, depository, or mail slot shall not be deemed as receipt by Lessor. Payments made using a credit or debit card, or electronic payment methods including, but not limited to, a digital/mobile wallet or app, ACH transfers, or echeck, may take up to three business days for funds to clear, and such payments shall not be deemed made until good funds are actually received by Lessor and posted to Lessee's account. If a payment in full is not made (i.e., good funds are not received) by the due date or a date specified by the applicable law as the last date for payment before a late fee may apply, Lessee shall be charged the applicable late fees.

Payment that is returned unpaid by a financial institution for any reason including, but not limited to, non-sufficient funds and a dispute by payor, costs Lessor additional expenses; therefore, Lessee shall pay to Lessor a processing charge plus any costs charged to Lessor by its financial institution for each tender returned unpaid. All such charges or sums shall be considered additional rent under this Lease Agreement, unless otherwise prohibited by law, and shall immediately accrue to the account between the parties. In the event of a payment reversal or a chargeback, Lessor, in its sole discretion, may restrict Lessee's access to online/electronic payment portal without prior notice to Lessee.

Online, mobile, and in-office payments using credit card, ATM/debit card, or electronic bank-to-bank payment ("ACH payment") will be subject to a non-refundable convenience fee ("the Fee") set and charged by a third-party vendor ("the Vendor"). The amount of the Fee may vary depending on the Vendor processing the payment, payment method and/or payment amount and may be subject to change; however, the Fee will be disclosed by the Vendor to Lessee prior to Lessee's authorization of online payment. Lessor does not receive or retain the Fee or any portion thereof. Lessor will only be credited the amount Lessee pays, less the Fee Lessee pays to the Vendor. The Fee charged by the Vendor is subject to change without a separate notice from Lessor. The Fee is incurred by the Lessee only if the Lessee exercises the option of online and in-office payments through the aforementioned payment types. Lessee has the option to pay without incurring the Fee by delivering a check or money order to Lessor.

Payments made to a retailer that participates in a payment processing platform, or a Walk-in Payment System ("WIPS"), using any accepted payment type determined by said retailer, may be subject to an applicable transaction fee ("the Fee") set and charged by a third-party vendor ("the Vendor") and/or the retailer. The amount of the Fee may vary depending on the retailer, payment method, and payment amount, and will be disclosed by the Vendor and/or retailer to Lessee prior to Lessee's authorization of payment. The Fee is non-refundable. Lessor does not receive or retain the Fee or any portion thereof. Lessor will only be credited the amount Lessee pays, less the Fee paid to the Vendor and/or the retailer. The Fee charged by the Vendor and/or the retailer is subject to change without a separate notice from Lessor. The Fee is incurred by the Lessee only if the Lessee exercises the option of making payments through the aforementioned payment types. Lessee has the option to pay without incurring the Fee by delivering a check or money order to Lessor.

**Recovery of Legal
Fees, Costs, and
Charges**

19. This paragraph applies to all jurisdictions except for Howard County, Maryland, where court costs, legal fees, and attorney's fees apply as allowed by law.

If Lessee shall violate any covenant, term, or condition of this Lease Agreement, including the covenant to pay rent, and Lessor shall employ an attorney to file suit or to take other action in connection with the lease or occupancy of the leased premises, Lessee shall be liable to pay all costs incurred by Lessor, including reasonable attorney's fees, as follows:

- (1) Lessor may recover reasonable attorney's fees, plus court costs, and actual costs incurred by Lessor in the event of any default by Lessee or in the event of any action filed by Lessor.
- (2) Lessor's actual costs and reasonable attorney's fees of twenty-five percent (25%) of the indebtedness or, if

such amount exceeds the fees allowed under the applicable law, the maximum amount recoverable under the law, for recovery of balances due and owing under the Lease Agreement or for occupancy of the leased premises. For damages to the leased premises beyond reasonable wear and tear, Lessor's actual costs and reasonable attorney's fees for legal proceedings instituted after Lessee or occupants have quit and/or vacated the leased premises. In such cases, Lessee consents to jurisdiction and venue in the state courts in which the leased premises are located, or in the county or city selected by Lessor's managing agent, in its sole discretion.

(3) In the event Lessor employs an Agent to institute proceedings for rent and/or possession of the leased premises for non-payment of any installment of rent, or if Lessor, itself, institutes said proceedings and should such rent be due and owing as of the filing of said proceedings, Lessor may recover from Lessee reasonable charges incurred by Lessor in filing said action on its own or by utilizing the services of said Agent, plus eviction service charges, unless otherwise prohibited by law.

If Lessee shall make any claim, file suit, or take other action arising out of the lease or occupancy of the leased premises against Lessor, and if Lessor is awarded judgment or otherwise prevails in the matter, Lessee shall be liable to pay all costs incurred by Lessor, including reasonable attorney's fees. All charges or fees recoverable by Lessor under this paragraph shall be considered additional rent under this Lease Agreement, unless otherwise prohibited by law, and shall immediately accrue to the account between the parties.

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| Bankruptcy | 20. | In the event Lessee is adjudicated bankrupt or makes an assignment for the benefit of creditors, this Lease Agreement, shall at Lessor's option, cease and terminate, and said leased premises shall be surrendered to Lessor, who hereby reserves the right to forthwith repossess the leased premises in accordance with applicable law. Subject to applicable law, filing of bankruptcy proceedings shall in no way relieve Lessee from paying pre- and post-petition rent and other charges in a timely manner. |
| Lease Binding on Occupants, Guarantors, Heir; Death of Lessee | 21. | <p>This Lease Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of Lessor and the heirs, executors, administrators and, to the extent herein permitted, on the assigns of Lessee, but nothing herein contained shall be deemed to require or permit the passing of the leasehold to Lessee's heirs, devisees, or personal representatives. All Lessees and occupants of the leased premises and Guarantors shall be jointly and severally liable for all acts and all sums due and owing under the Lease Agreement, for the terms and conditions of this Lease Agreement, and any extension or holdover periods hereunder.</p> <p>The parties agree that the term of this Lease Agreement shall cease and terminate upon Lessee's death at the option of Lessor and no interest whatsoever shall pass to Lessee's heirs, executors, administrators or assigns by will or intestacy.</p> |
| Early Termination by Military Personnel | 22. | <p>If the Lessee, or the Lessee's spouse, is on active duty with the United States military and receives a change of assignment, which includes (a) permanent change of station orders, or temporary duty orders for a period exceeding ninety (90) days; (b) orders requiring a person to move into quarters located on a military installation; (c) a release from active duty, including (i) retirement; separation or discharged under honorable conditions; and (iii) demobilization of an activated reservist or a member of the National Guard who was serving on active duty orders for at least 180 consecutive days, Lessee may terminate this Lease Agreement by providing Lessor with a thirty (30) days prior written notice of Lessee's intention to quit and vacate the premises, along with a proof of the change of assignment.</p> <p>Upon receipt of proper notice and documentation, this Lease Agreement shall terminate as of the effective date specified in the notice, and Lessee shall be released from further liability for Monthly Rent payments for the remainder of the lease term. However, Lessee shall remain responsible for (1) all rent and other lawful charges (including but not limited to utility charges, parking fees, and pet fees) due and payable; (2) 30 days' rent after the written notice and proof of the change of assignment is given to Lessor; and (3) the reasonable cost of repairing any damage to the leased premises that exceeds ordinary wear and tear, whether or not such damage was known to Lessee, and whether caused by Lessee, occupants, agents, guests, or invitees.</p> |
| Diplomats | 23. | As a condition to Lessor entering into this Lease Agreement, any Lessee who has been granted diplomatic immunity by the United States Government must provide a notarized statement signed by the Ambassador or head of the commission for the government to which Lessee is attached, in which Lessee's government agrees to waive the diplomatic immunity of Lessee and indemnify Lessor for any of Lessee's obligations arising under this Lease Agreement including, but not limited to, payment of rent, late fees, attorney's fees, court costs and damages. |
| Cancellation by Lessee; Abandonment | 24. | <p>If Lessee shall give a notice to terminate during the lease term, then Lessee shall 1) pay the cost of cleaning the leased premises over and above ordinary wear and tear, plus all administrative expenses and the cost of advertising incident to reletting the leased premises; 2) pay any and all expenses incurred by Lessor to repair any damages to the leased premises, ordinary wear and tear excepted; and 3) Lessee shall be liable to Lessor for rent for the remaining period of the lease term for which the leased premises is vacant and unrented, it being understood and agreed that Lessor will use its best efforts to relet the leased premises to other persons for such remaining period as required by law.</p> <p>If Lessee shall abandon or quit and vacate the leased premises, voluntarily or involuntarily, except as provided herein, Lessee shall remain liable for all charges under this Lease Agreement for the balance of the lease term. The leased premises may be relet by Lessor for such rent and upon such terms as Lessor may deem reasonable and advantageous; in the event of such reletting, Lessee shall be liable only for the deficiency in rent, any expenses incident to such reletting, any damages which Lessor may have sustained by virtue of Lessee's use and occupancy of the leased premises, and all costs for redecorating the leased premises.</p> |

If Lessee moves out or abandons the leased premises or is disposed thereof voluntarily or involuntarily, Lessee is to remove all personal property from the leased premises prior to such move-out, abandonment, or dispossession. Upon such move-out, abandonment, or dispossession, any personal property of any kind whatsoever found upon the leased premises shall be deemed to be abandoned by Lessee and shall become the property of Lessor, who in any event shall not be liable to Lessee for its loss, destruction, or damage thereto, and furthermore, Lessee shall be responsible for the removal of said items.

- Damage or Destruction of the Leased Premises** 25. If the leased premises is damaged by fire, rain, wind, or other cause beyond control of Lessor, unless the same shall occur for any reason for which Lessee is responsible, the leased premises shall be repaired within a reasonable time at the expense of Lessor. If the damage rendered is so extensive as to render the leased premises uninhabitable in Lessor's sole opinion, Lessor shall have the option to terminate the Lease Agreement immediately or, unless the damage occurred for any reason for which Lessee is responsible, cease collecting the rent until the leased premises is repaired. If the leased premises is totally destroyed without fault of Lessee, rent shall be paid up to the time of destruction and this Lease Agreement shall come to an end. Any claim for abatement of rent, set off from rent due, or constructive eviction based on housing code violations or uninhabitability of the leased premises may only be made during the tenure of occupancy by a named Lessee. Lessee must first pursue said claim with the appropriate county or city administrative agency, which shall determine whether abatement or set-off is warranted and whether said condition persists after Lessor has had a reasonable opportunity to cure said defect in accordance with the applicable law.
- Early Termination Due to Substantial Rehabilitation or Renovation** 26. In the event that Lessor seeks to substantially rehabilitate or renovate the leased premises or any part of the building, and Lessor, in Lessor's sole discretion, determines that said rehabilitation or renovation work cannot be completed while the leased premises is occupied or without interfering with Lessee's quiet enjoyment of the leased premises, Lessor may terminate this Lease Agreement by providing written notice to Lessee in accordance with the minimum notice period required by applicable state or local law. In no event shall such notice be less than thirty (30) days. This clause shall not be construed to waive any rights Lessee may have under Maryland or Virginia law.
- Condemnation** 27. In the event the leased premises or any part thereof is taken by condemnation by any governmental agency or authority, this Lease Agreement shall be terminated at the option of Lessor, and Lessee waives any right to damages, right to participate in the proceed, and right to recover any award made by reason thereof.
- Notices** 28. All notices authorized or required by the terms of this Lease Agreement shall be in writing. Notices to Lessor shall be given by (a) regular mail, postage prepaid, to the address of the business office of the property, or (b) hand delivery to the business office of the property. The name, address, and telephone number of both Lessor and Lessor's agent authorized to accept notice of service of process on behalf of Lessor are posted in the business office of the property.
- Notices to Lessee may be delivered by any method permitted under applicable law, including but not limited to: (a) first-class mail addressed to the leased premises or to Lessee's last known address on file with Lessor; (b) electronic delivery to Lessee's registered account on the resident portal; or (c) personal delivery or posting at the leased premises, where permitted by law.
- If Lessor delivers notice to Lessee electronically through the resident portal or another authorized digital method, such notice shall be deemed received by Lessee on the date it is transmitted by Lessor, unless applicable law expressly requires a specific form of receipt or proof of transmission for that type of notice.
- Lessee may elect to opt out of certain electronic delivery communications by submitting a written request to Lessor. If Lessee elects to receive electronic communications, it shall be Lessee's sole responsibility to maintain accurate and up-to-date contact information on the resident portal and to notify Lessor in writing of any changes. Failure by Lessee to update electronic contact information or to provide a forwarding address prior to or at the time of vacating the leased premises shall result in the leased premises being deemed Lessee's last known address for purposes of notice, unless otherwise required by applicable law. Lessor shall not be responsible for any delay, failure, or misdelivery of notice resulting from Lessee's failure to maintain current contact information or technical issues beyond Lessor's control.
- Subordination** 29. This Lease Agreement and all of its terms, covenants and provisions are subject and subordinate to any mortgage or Deed of Trust constituting a lien now or hereafter placed upon the property of which the leased premises is a part. Lessee agrees that this Lease Agreement will remain in effect upon any transfer of ownership of the property of which the leased premises is a part. Lessee agrees to recognize as Lessor the mortgagee, trustee, or the purchaser at any sale, including a sale pursuant to the enforcement of any mortgage or Deed of Trust obligation, for the balance of the term of this Lease Agreement, subject to all terms and provisions hereof. Lessee hereby appoints and approves Lessor as Lessee's attorney-in-fact to execute any such document or certificate for and on behalf of Lessee. Lessor may assign this Lease Agreement or any of Lessor's rights herein at any time.
- Management** 30. The fee simple owner of the leased premises has appointed and designated SOUTHERN MANAGEMENT COMPANIES LLC as its lawful agent to manage, control, and enforce the terms of this Lease Agreement and the Addenda attached hereto, and to enforce and defend all terms and conditions of this Lease Agreement on behalf of and in the name of the owner. This shall include the filing and defense of all legal actions arising out of this Lease Agreement. SOUTHERN MANAGEMENT COMPANIES LLC is the assignee of all causes of action arising under this Lease Agreement, and any judgment, award, or payment arising therefrom shall be payable directly to SOUTHERN MANAGEMENT COMPANIES LLC. Any action by SOUTHERN MANAGEMENT COMPANIES LLC shall be conclusive as to Lessee who shall have no right to inquire into the extent and terms of SOUTHERN MANAGEMENT

COMPANIES LLC's agency for Owner.

- No Waiver** 31. The failure of Lessor to insist upon a strict compliance with any of the covenants, rules, or regulations of this Lease Agreement, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, rule, regulation or option, and all covenants, rules, regulations and options shall remain in full force and effect. Lessor shall not be liable or responsible to Lessee for the violation of any covenant, rule, or regulation in any other lease by any other tenant or occupant. Acceptance of rent or other payment for the use and occupancy of the leased premises after issuance of a Notice to Quit, the filing of a tenant holdover, breach of lease, or wrongful detainer action, shall not be construed as an acquiescence to breach or waiver by Lessor to pursue possessory or monetary actions, and Lessee consents that Lessor may accept all sums tendered thereafter on account of and/or for use and occupancy of the leased premises, with all Lessor's rights reserved.
- Severability** 32. If any term, covenant, condition, or provision of this Lease Agreement, or the construction thereof to any person or circumstance, shall, to any extent, be deemed invalid, unenforceable, or in conflict with any law or statute, the remainder of this Lease Agreement, or the construction of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and each term, covenant, condition, and provision of this Lease Agreement so affected shall be valid and enforced to the fullest extent permitted by law.
- Superseding Authority** 33. Statutory provisions with respect to notice requirements and the assessment of late fees, legal fees, and return payment charges shall prevail over the terms and conditions of this Lease Agreement and any Addenda hereto. In the event statutory provisions are in place or are subsequently enacted that provide for notices to be given at an earlier time or date than those set forth herein, the parties' right to give said notice shall be the earliest date allowable by law. In the event statutory provisions are in place or are subsequently enacted that provide for the assessment of late fees, legal fees, or return payment charge at an amount greater than or at a time earlier than that set forth in the Lease Agreement, Lessor shall have the right to impose said charges at the greater rate from the effective date of said statutory change.
- Entire Agreement** 34. Lessor and Lessee covenant and agree that this Lease Agreement contains the entire agreement of the parties. No oral representations, oral agreements, collateral or other provisions are incorporated herein, other than Addendum A, Addendum B (Community Policies and Guidelines), and other addenda to the Lease Agreement, copies of which are attached hereto and receipt of which are hereby acknowledged by Lessee. In the event of a conflict between the provisions of the General Lease Terms and any Addenda hereto, the terms of the Addenda shall supersede those set forth in the General Lease Terms. No oral modifications shall be made to the terms and conditions of this Lease Agreement. Lessee acknowledges that prior to the signing of this Lease Agreement, Lessor delivered to Lessee a copy of the proposed Lease Agreement; that Lessee was given an opportunity to examine said proposed Lease Agreement and the leased premises; and that the leased premises is acceptable and in good order. This Lease Agreement and the attachments hereto have been executed by Lessee under seal and Lessee acknowledges that a copy thereof was delivered to Lessee at the time the Lease Agreement was fully executed.