COMMUNITY ADDENDUM

This Community Addendum (this "Addendum") is made and entered into as of the same date as the Resident Lease Contract (the "Lease") to which this Addendum is attached by and between Owner and Resident named therein. The terms of this Addendum shall be in addition to the terms of the Lease as if the terms of this Addendum were written into the Lease. In the event of any conflict between the terms of this Addendum and the Lease, the terms of this Addendum shall control.

All installments and fees made payable to:	**University Meadows Apartments**
NON-REFUNDABLE APPLICATION FEE *Renewals are not required to pay fees twice	$90.00
SECURITY DEPOSIT	$150.00 with Guarantor; $750 without Guarantor
Other Applicable Fees: *See the Lease, Community Policies, and any other document, as applicable.	
LATE CHARGE *Charged on the fourth (4th) day of the month if Rent is not paid by the third (3rd) day of the month. Additional late charge charged on the tenth (10th) day of the month if Rent is not paid by the ninth (9th) day of the month. Rent is delinquent until Rent is paid in full.	$30 – charged on the 4th day of the month $50 – charged on the 10th day of the month
RETURN CHECK CHARGE FOR EACH RETURNED CHECK	$30.00
TRANSFER FEE from ASSIGNED PREMISES / BEDSPACE TO ANOTHER PREMISES / BEDSPACE	$75.00
RELETTING FEE	$250.00
Billing Fee	$5.00/month
Electricity	100% bill-back
Water/Sewer	Included in Rent
Gas	Included in Rent
Trash/Recycling	Included in Rent
Pest Control *Excludes special treatment for bedbugs, fleas, and other pests as determined in Owner's sole and absolute discretion.	Included in Rent
Cable TV	Not Included in Rent
Internet	Included in Rent
Furniture	2 bedroom, 4 bedroom, 1 bedroom, efficiency - $45.00/ month
Reserved Parking *Subject to availability.	$25.00/ month
Non-Refundable Pet Fee	$250.00
Monthly Pet Rent	$30.00/ month
HOLDOVER DAILY FEE *Plus any actual damages incurred (including rescheduling contractors and other vendors)	Daily rent amount + 25% of daily rent amount
INSURANCE NONCOMPLIANCE FEE	$25

UTILITIES AND SERVICES:

A. If Owner agrees to furnish water/sewer, trash, pest control, basic cable TV and Internet for the Premises, Resident and the other residents of the Premises must separately pay and provide required deposits for all other utilities, city services, city fees, charges for local and long distance phone service, additional or private lines, information and 911 calls. Except for utilities provided by Owner, Resident agrees that all utilities and services paid for by Resident will be in Resident's name prior to, but not later than, the Commencement Date or Starting Date. Resident acknowledges that all utilities will be used for normal household purposes only and shall not be disconnected at any time during the Term of the Lease. Owner is not responsible for any discomfort, inconvenience or damage of any kind caused by the interruption or failure of any services. Owner is not responsible for outages or lapses caused by outside providers or for Resident's use of the Internet.

B. Electricity may be billed by Owner using any third party billing service. Resident acknowledges that the billing provider is not a public utility. Owner reserve the right to change the third party billing provider at any time. Any disputes related to the computation of the Resident's bills will be between the Resident and the Owner. Owner will remain the customer of record for electric utilities. The local electric utility provider measures utility usage in each apartment unit and bills Owner directly for such charges. Resident agrees that Owner may estimate any and all utility charges above upon Resident's move-out (or at any other time) and such amounts shall be deemed final.

C. Resident will receive monthly billing statements. If a third-party billing service is used, utility billing statements may include a monthly service charge not to exceed $5.00. The service charge represents the reasonable value of services provided by Owner, or any other utility billing company to allocate the utility costs to the responsible parties, provide billing, and process payments. The monthly service charge is subject to change upon sixty (60) days' written notice of increase sent by first class mail to Resident. Billing statements are payable within seven (7) days of the statement date. The due date for Rent and the due date for utility charges may not coincide. Failure of the Resident to pay the utility charges by their due date will be considered a material breach of the Lease and grounds for termination of the tenancy. All monetary amounts due under this Addendum are deemed Additional Rent. Utility billings will be prorated, as necessary. Any obligation that remains unpaid, including utility charges that have accrued but have not been invoiced when Owner reacquires possession of Resident's Premises, may be deducted from the Resident's Security Deposit. If actual amounts have not been determined before Owner provides Resident with an accounting of Resident's Security Deposit, Owner may estimate the amount based on prior consumption until actual numbers become available.

D. If it is necessary for Owner to pay any costs or repairs due to failure to pay; failure to activate any utility under Resident's name; or if Resident disconnects any utility before the expiration of the Lease, then Resident will reimburse Owner for such amount plus $50.00 for administrative costs, and the total amount is payable by Resident as Additional Rent. Resident is responsible for paying for all utilities that are in Resident's name during the lease term even if Resident moves out prior to the termination date. Should Owner pay any utility charges on behalf of Resident, Resident shall be jointly and severally liable with the other residents to Owner for such charges which shall be considered Additional Rent. At Owner's option, Resident may be pre-billed for a reasonable estimation of charges for any unbilled period to be calculated based on prior utility charges within the Premises and in accordance with any applicable utility billing laws and regulations. Any failure to pay amounts as listed herein shall result in a default under the Lease.

E. <u>For submeter billing only</u>: If the Premises has a submeter, Electricity will be billed by Owner based on the submeter readings for the Premises. Specifically, the Premises' measured consumption is multiplied by the average rate on the utility provider's bill. The Premises' cost will then be divided by the number of days the Premises was occupied to come up with each resident's charge. If there is a Utility Credit, each month we will apply such Utility Credit to your electric bill. Your monthly bill will cover only electricity consumed within the Premises which exceeds the Utility Credit. In the event the monthly bill is less than the Utility Credit amount listed above, no refund or credit will be applied to your account, but you will not incur any electricity charges due for that month. Your monthly bill for electricity for the Premises will cover only electricity consumed within the Premises. The submeter bill will not include any electricity for common areas or common facilities. Your per-KWH cost will be what the electric utility company charges us for an average KWH, that is, our total bill divided by the apartment community's total KWH consumption. There will be no extra charge of any kind for electrical consumption through your submeter. Your lease provides that you and your Roommates are jointly and severally liable for utility costs for the Premises. However, for your convenience, we will bill each resident individually

for his or her share of the total bill for the Premises. You must pay your monthly electric submeter bill within seven (7) days after the date when we issue it. If you do not pay it within seven (7) days, you will be liable for a late payment charge of five percent (5%) of the bill. Your bill must be paid directly to us at the manager's office (or such other place as we designate in writing). If your electric service is disconnected for nonpayment, we can charge you up to $10 for a reconnection fee.

The billing methods described herein may be changed by Owner by providing Resident with 30 days prior written notice, or by the minimum number of days as required by state and/or local law(s) (whichever is shorter), and Resident acknowledges that in certain situations it is necessary to make a change to the billing method.

SECURITY DEPOSIT:

Residents security deposit shall be held in accordance with MO Rev. Stat. § 535.300. Upon termination of this Lease, Resident shall provide Owner in writing with a forwarding address or new address to which any amount due from the Owner shall be sent within 30 days of termination along with an itemized statement of damage. If Resident fails to provide such forwarding address, then any amount due to Resident shall be sent to the last known address of Resident. Pursuant to MO Rev. Stat. § 535.300, Resident's Security Deposit shall be held in an account at: [(INSERT BANK NAME)]

DELAY OF OCCUPANCY:

Notwithstanding the applicability of MO Rev. Stat §441.645, if occupancy is or will be delayed for construction, repairs, cleaning, a previous resident's holding over, or any other unforeseen delays, we are not responsible for the delay. The Lease will remain in force subject to: (1) abatement of Rent on a daily basis during delay; and (2) at our option, substitute accommodations may be provided until your Premises is available. Rent abatement does not apply if delay is for cleaning or repairs that do not prevent you from occupying the Premises. The date we make the Premises available is considered the new Starting Date for all purposes. This new date may not be moved to an earlier date unless we and you agree.

DEFAULT BY OWNER:

We'll act with customary diligence to keep common areas reasonably clean; maintain fixtures, hot water, heating, and air-conditioning equipment; substantially comply with all applicable laws regarding safety and sanitation; and make all reasonable repairs, subject to your obligation to pay for damages for which you're liable. **If we violate any of the above, you may possibly exercise certain remedies under MO Rev. Stat. § 441.234.**

DEFAULT BY RESIDENT:

In the event of default by Resident, Owner's rights shall include, but shall not be limited to, terminating Resident's right to occupy the Premises or terminating the Lease, at Owner's sole discretion, upon written notice to vacate and regain possession of the Premises or in the manner provided by applicable law. It is understood that in the event Owner terminates a Resident's right to occupy the Premises, it shall be a default under the Lease by Resident for such Resident to occupy the Premises. In addition, in the event of Resident's default, Resident shall be liable for and shall pay: (i) a reletting fee equal to eighty-five percent (85%) of the highest one month's Rent to offset the costs of reletting the Premises; (ii) all monthly Rent and other charges which are payable during the remainder of the Term of the Lease, which shall be accelerated automatically without notice and shall be immediately due and delinquent; and (iii) any other sums that may be due pursuant to the Lease or applicable law. Resident acknowledges that the reletting fee is not a cancellation fee or a buyout fee. The reletting fee is a liquidated amount covering only Owner's damages associated with Owner's time, effort, and expense in finding and processing another resident to occupy the Premises. Such damages are uncertain and difficult to ascertain.

In addition to events of default in the Lease, the following events shall be deemed to be Events of Default by Tenant under the Lease (collectively, "Events of Default"): criminal conduct, regardless of whether or where arrest or conviction occurs, including but not limited to: manufacturing, delivering, or possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by law; discharging a firearm in the Premises or apartment community; or, except when allowed by law, displaying or possessing a gun, knife, or other weapon in the common area, or in a way that may alarm others.

CASUALTY DAMAGE:

Subject to Section 20, If the Premises are totally destroyed by an insured peril, or so damaged by an insured peril that, in Owner's reasonable estimation, rebuilding or repairs cannot be substantially completed within 180 days after the date of Owner's actual knowledge of such damage, then either Owner or (if Tenant, guest, or occupant did not intentionally cause such damage) Tenant may terminate the Lease by delivering to the other written notice thereof within 30 days after such damage, in which case, the Rent shall be abated during the unexpired portion of this Lease Term, effective upon the date such damage occurred. Time is of the essence with respect to the delivery of such notices.

SMOKE DETECTORS:

You must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working battery. In the event you believe that your smoke detector is malfunctioning or needs to be inspected or repaired, you must give us written notice thereof. YOU SHOULD PERIODICALLY TEST EACH OF THE SMOKE DETECTORS IN THE PREMISES AFTER YOU TAKE POSSESSION TO ENSURE THAT EACH IS IN GOOD WORKING ORDER. Furthermore, Owner inspected all smoke alarms in the Premises on or around the Starting Date, and all were found to either be in working order or were properly replaced. All smoke alarms in the Premises are presumed to be in good working order for the full Term of this Lease unless Owner receives written notice from Tenant indicating otherwise. Resident fully understands that it is solely responsible for the periodic testing and replacement of batteries on the smoke alarms.

INSURANCE:

A. Owner requires that Resident purchase renter's insurance prior to, but no later than, the Commencement Date or Starting Date. AT OWNER'S OPTION, THE LEASE AND YOUR RIGHT TO POSSESSION OF THE PREMISES MAY TERMINATE IF PROOF OF RENTER'S INSURANCE IS NOT PROVIDED TO THE MANAGER ON, OR PRIOR TO, THE COMMENCEMENT DATE OR STARTING DATE. Resident shall not be released from any obligations unless Owner agrees in writing.

B. You understand and agree that the Lease and this Addendum require Resident, at Resident's sole expense, to buy and maintain a liability insurance policy during the entire Lease Term and any renewal periods that provides limits of liability to third parties in an amount not less than $[100,000] per occurrence. The liability insurance policy Resident buys and maintains must cover the actions or inactions of Resident and your occupants and guests, and be issued or underwritten by a carrier of your choice licensed to do business in the state where the Premises is located. The required insurance policy must identify the Owner identified in the Lease (or another entity designated by Owner) as an "Interested Party," "Party of Interest," or additional insured that will be notified by the insurer of any cancellation, non-renewal, or material change in your coverage no later than 30 days after such action. You must provide us written proof of compliance with this Addendum on or prior to the Lease Commencement Date or Starting Date; and if you do not you may not be granted possession of the Premises. You must also provide us written proof of compliance within 7 days of our written request at any other time we request it.

C. You acknowledge that Owner does not acquire or maintain insurance for Resident's benefit or which is designed to insure you for personal injury, loss or damage to your personal property or belongings, or your own liability for injury, loss or damage that you (or your occupants or guests) may cause others. Any insurance policy that insures you for personal injury, loss or damage to your personal property or belongings, or provides you coverage for your own liability for injury, loss or damage that you (or your occupants or guests) may cause others must be bought and maintained solely by you. We do not and are not able to provide you with information on insurance coverage, rates, or terms and conditions. You should instead seek such information from a licensed insurance company, licensed insurance agent, other licensed insurance professional, or the applicable department of insurance, if any. The department of insurance or other state regulatory agency website at may contain useful consumer information regarding renter's insurance. You further acknowledge that we have made no referrals, guarantees, representations or promises whatsoever concerning any insurance or services provided by any insurance company. At all times you have been and remain free to contract for the required insurance with the insurance carrier of your choosing.

D. You understand and agree that your failure to comply with either the requirements herein this Addendum, is a material breach by you of the Lease and an Event of Default under the Lease for which Owner may sue you

for eviction. If you fail to buy and maintain insurance as required by this Addendum, we may, in our sole discretion, agree to refrain from filing an eviction against you for your default for not having the appropriate insurance in place upon payment by you to Owner of a fee in this Addendum (the "Insurance Noncompliance Fee"), which you agree is not a liquidated damages amount and which sum shall only apply to each month (or part thereof) you remain in breach of this Addendum. Owner will agree to forego commencement of an eviction based upon non-compliance with this Addendum for a one-month period, during which you shall come into compliance with this Addendum. Our choice to accept money from you to forego pursuit of an eviction for one month does not require us to accept money from you or forego pursuit of our remedies hereunder for any subsequent months. The Insurance Noncompliance Fee is due on the 1st day of the month following the calendar month (or part thereof) during which you do not have the required insurance, with no grace period. PAYMENT OF THE INSURANCE NONCOMPLIANCE FEE DOES NOT RELIEVE YOU OF YOUR OBLIGATION TO BUY AND MAINTAIN INSURANCE AS PROVIDED HEREIN THIS ADDENDUM, DOES NOT CURE THE MATERIAL BREACH AND DEFAULT DESCRIBED HEREIN, IN WHOLE OR IN PART, AND DOES NOT RELIEVE YOU OF ANY OBLIGATION TO COMPENSATE US OR ANY OTHER PARTY INJURED OR DAMAGED BY THE ACTIONS OR INACTIONS OF RESIDENT OR YOUR OCCUPANTS OR GUESTS. You further understand that we will not buy an insurance policy for you or for your benefit, and that nothing in the Lease shall be considered an agreement by Owner to furnish you with any insurance coverage.

E. YOU SHOULD BE AWARE THAT THE REQUIRED INSURANCE POLICY UNDER THIS ADDENDUM DOES NOT PROTECT YOU AGAINST LOSS OR DAMAGE TO YOUR PERSONAL PROPERTY OR BELONGINGS. YOU ARE STRONGLY ENCOURAGED TO BUY INSURANCE THAT COVERS YOU AND YOUR PROPERTY.

ABANDONMENT:

Pursuant to MO Rev. Stat. § 441.065, the premises is deemed abandoned if (1) Owner reasonably believes Resident has vacated the premises and does not intend to return; (2) the rent is due and unpaid for thirty day; and (3) we post written notice on the premises and mail to your last known address by certified mail, return receipt requested, a notice of our belief of abandonment per § 441.065.; and (4) Resident fails to pay rent or respond in writing to our notice within 10 days after the date of posting and deposit of such notice in the U.S. Mail, stating your intention not to abandon the premises. All personal property in abandoned Premises (and all personal property of Resident located elsewhere in the Premises) shall also be deemed to be abandoned and disposed of pursuant to state and local law. Owner may remove, store, or dispose of any remaining property in the premises in compliance with Missouri law. Such personal property (except property statutorily exempt by state law) may be subject to a contractual lien to secure payment of delinquent Rent pursuant to and in accordance with state law.

PARKING:

In addition to the other rights Owner has to tow vehicles in the Community pursuant to applicable law, Owner shall have the right to tow a vehicle that does not display an unexpired license plate or registration by complying with applicable law including giving the owner or operator of the vehicle at least ten (10) days' written notice that the vehicle will be towed from the Community at the vehicle owner's or operator's expense if it is not removed from the parking area.

EARLY TERMINATION:

Except as otherwise provided in the Lease, there is no early termination clause in this Lease. However, you may be able to transfer your rights under this Lease to another person if we give our written consent, but the giving of our consent is at our sole discretion. We are not responsible for finding a person to whom you can transfer this Lease, nor are we obligated to assist you in finding a potential replacement or to fill your bedspace before filling other bedspaces at the Property. Even if we agree to the transfer, you will still be responsible for all of the obligations under this Lease unless we specifically agree, in writing, to release you. A reletting fee must be paid to us by you, and the new resident must take possession of your bedspace, before the transfer will be considered complete. Our consent to one or more transfers will not be a waiver of our rights of consent to any future transfer.

Prior to the Start Date, you may terminate this Lease if you will not be attending The University (or any other institution of higher education within 30 miles of the Property), provided you (i) notify us in writing at least sixty (60) days prior to the Start Date of the Term, and pay to us a Termination Fee in the amount of $750.00, or (ii)

notify us in writing less than sixty (60) days prior to the Start Date of the Term, and pay to us a Termination Fee in the amount of $1000.00. Termination fees must be paid on the date you give us written notice.

After the Start Date, you may terminate this Lease if you are no longer enrolled at, or employed by The University (or any other institution of higher education within 30 miles of the Property), provided you (i) give us sixty (60) days prior written notice, and (ii) pay to us (in addition to the required Rental Installment Payments due during the 60-day notice period) a Termination Fee, on the date you give us written notice, in an amount equal to (a) sixty (60 times) the daily rate (calculated by dividing the Total Contract Value set forth in Part 3 of this Lease by the total number of days in the Term of the Lease) ("60-Day Fee"), plus (b) 30 percent (30%) of the balance of the remaining Rental Installment Payments attributable to the unexpired Term of the Lease (following the 60 day notice period).

OTHER LEASE TERMINATION:

Resident may terminate the Lease as provided herein, provided that: (i) Resident is not in default beyond the expiration of any applicable notice or cure periods; and (ii) upon the terms and conditions set forth below:

Except as otherwise provided in the Lease, there is no early termination clause in this Lease. However, you may be able to transfer your rights under this Lease to another person if we give our written consent, but the giving of our consent is at our sole discretion. We are not responsible for finding a person to whom you can transfer this Lease, nor are we obligated to assist you in finding a potential replacement or to fill your bedspace before filling other bedspaces at the Property. Even if we agree to the transfer, you will still be responsible for all the obligations under this Lease unless we specifically agree, in writing, to release you. A Reletting Fee must be paid to us by you, and the new resident must take possession of your bedspace, before the transfer will be considered complete. Our consent to one or more transfers will not be a waiver of our rights of consent to any future transfer.

Prior to the Start Date, you may terminate this Lease if you will not be attending The University (or any other institution of higher education within 30 miles of the Property), provided you (i) notify us in writing at least sixty (60) days prior to the Start Date of the Term, and pay to us a Termination Fee in the amount of $750.00, or (ii) notify us in writing less than sixty (60) days prior to the Start Date of the Term, and pay to us a Termination Fee in the amount of $1000.00. Termination fees must be paid on the date you give us written notice.

After the Start Date, you may terminate this Lease if you are no longer enrolled at, or employed by The University (or any other institution of higher education within 30 miles of the Property), provided you (i) give us sixty (60) days prior written notice, and (ii) pay to us (in addition to the required Rental Installment Payments due during the 60-day notice period) a Termination Fee, on the date you give us written notice, in an amount equal to (a) sixty (60) times the daily rate (calculated by dividing the Total Contract Value (as defined in Section 4 of the Lease) by the total number of days in the Term of the Lease) ("60-Day Fee"), plus (b) 30 percent (30%) of the balance of the remaining Rental Installment Payments attributable to the unexpired Term of the Lease (following the 60 day notice period).

CLASS ACTION WAIVER:

RESIDENT AGREES THAT HE/SHE SHALL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM ARISING FROM OR RELATING TO THE CONTRACT, THIS ADDENDUM OR ANY OTHER LEASE DOCUMENTATION. THE PARTIES AGREE AND UNDERSTAND THAT THE ARBITRATOR SHALL HAVE ALL POWERS PROVIDED BY THE LAW AND THIS CONTRACT. THESE POWERS SHALL INCLUDE ALL LEGAL AND EQUITABLE REMEDIES, INCLUDING, BUT NOT LIMITED TO, MONEY DAMAGES, DECLARATORY RELIEF, AND INJUNCTIVE RELIEF.

EXCLUDED CLAIMS:

AN EXCLUDED CLAIM IS ANY ACTION, PROCEEDING OR CAUSE OF ACTION BY OWNER OR ITS AGENT FOR THE EVICTION OF RESIDENT FROM THE PREMISES, TO RECOVER POSSESSION OF THE PREMISES, OR TO COLLECT PAST-DUE RENTS OR OTHER SUMS DUE UNDER THE CONTRACT, THIS ADDENDUM OR ANY OTHER LEASE DOCUMENTATION. AN EXCLUDED CLAIM ALSO INCLUDES ANY ACTION, PROCEEDING OR CAUSE OF ACTION BROUGHT BY RESIDENT PURSUANT TO MISSOURI LANDLORD-TENANT LAW. AN ACTION

ON AN EXCLUDED CLAIM SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN THE STATE IN WHICH THE COMMUNITY IS LOCATED. THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THE CONTRACT.

Resident acknowledges that Resident has read this Addendum. **RESIDENT ALSO ACKNOWLEDGES, UNDERSTANDS AND AGREES TO THE CLASS ACTION PROVISION IN THIS ADDENDUM. RESIDENT ACKNOWLEDGES THAT THIS ADDENDUM IS A LEGAL DOCUMENT AND IS ENFORCEABLE AGAINST RESIDENT.** Resident acknowledges that accepting this Addendum electronically is the same as a written signature and that a notarized, facsimile signature is just as binding as an original.