

College Park – Seminole Suites

Tallahassee, Florida



LEASE AGREEMENT
Florida

This Lease Agreement (“Lease”) is entered into and is effective as of _____, 200____, (“Effective Date”) by College Park Management, LLC, a Florida limited liability company (“Agent”), agent for SCI Gateway at Tallahassee Fund, LLC (d/b/a College Park – Seminole Suites) (“Landlord”), and Tenant (identified below), each of which, intending to be legally bound, and to bind their respective heirs, administrators, personal representatives, successors and assigns, hereby agree upon the following terms and conditions:

1. LEASE SUMMARY.

Tenant(s):

Application Fee:

“Security Deposit”: _____, payable upon Tenant’s execution of this Lease.

Furnished: _____ Unfurnished:

Amount of Total Rental Payments

Furniture Fee: _____ per month (if applicable)

To be paid in #_____ equal installments of \$

Pet Fee: _____ per month (if applicable)

Lease Term _____ to

Short Term Lease Fee: _____ per month

Lease Processing Fee:

Concession Terms _____ (if applicable)

Administrative Fees:

Floor Plan Type: (example: 2x2, 3x3, 4x4):

All fees specified above (collectively, “Fees”) are non-refundable and payable by Tenant on the Effective Date of this Lease. Security Deposits (if applicable) are refunded as outlined in Section 3 of the Terms and Conditions attached hereto and made a part hereof (the “Terms and Conditions”).

2. DEFINED TERMS.

“Premises”: [whichever of “A” or “B” is checked is applicable]:

(A) An undivided interest in a bedroom (“Bedroom”) that is part of a unit of bedrooms (“Unit”) at College Park – Seminole Suites, located at 2421 Jackson Bluff Road, Tallahassee, FL 32304 (“Facility”), which Unit Landlord will identify in a written notice to Tenant prior to the beginning of the Term, together with the right to use, in common with others, the furniture, appliances and personal property provided by Landlord in such Bedroom and Unit (collectively, “Personal Property”), and the right to use, in common with others, any common kitchen, bathrooms, personal property, and other common areas, to the extent currently in place at the Unit or the Facility (collectively, “Common Areas”); or

(B) An undivided interest in Bedroom No. _____ (“Bedroom”) that is part of Unit No. _____ (“Unit”) at College Park – Seminole Suites, located at 2421 Jackson Bluff Road, Tallahassee, FL 32304

("Facility"), which Unit Landlord will identify in a written notice to Tenant prior to the beginning of the Term, together with the right to use, in common with others, the furniture, appliances and personal property provided by Landlord in such Bedroom and Unit (collectively, "Personal Property"), and the right to use, in common with others, any common kitchen, bathrooms, personal property, club house, and other common areas, to the extent currently in place at the Unit or the Facility (collectively, "Common Areas").

"Tenant's Assigned Property Address":

"University":

"Term": The period between _____, 200_ ("Commencement Date") and _____, 200_ ("Expiration Date"). The Term of this Lease automatically expires at 12:00pm on the Expiration Date, unless, prior to that time, Landlord and Tenant have entered into a written Lease renewal agreement.

"Fixed Rent": [whichever is checked is applicable]:

(A) \$_____ for the Term, payable in advance, in monthly installments of \$_____ each, on the first day of each month commencing _____, 200_, except that Fixed Rent for the first month of the Term shall be payable on the date hereof; or

(B) \$_____ for the Term, payable in advance in two installments of \$_____ each on _____, 200_ and _____, 200_.

All Rent is payable by Tenant, without notice (except as otherwise expressly provided herein), offset or demand, at Agent's office located at 2421 Jackson Bluff Road, Tallahassee, FL 32304, or to such other person or at such other address as Landlord may notify Tenant. Rent checks and money orders should be made payable to College Park – Seminole Suites_. Any accord, satisfaction, conditions or limitations noted by Tenant in any Rent payment shall be null and void.

3. UTILITIES & SERVICES.

(A) Utilities and services supplied to the Facility shall be paid as follows:

	<u>Paid By:</u>	<u>Monthly Utility Cap</u>
Basic Cable Television	<u>Landlord</u>	<u>N/A</u>
Water & Sewer*	<u>Landlord*</u>	<u>\$</u>
Electric*	<u>Landlord*</u>	<u>\$</u>
Gas*	<u>N/A</u>	<u>N/A</u>
Internet/Ethernet Services (Review Section 8 of the Terms and Conditions)	<u>Landlord</u>	<u>N/A</u>
Telephone, Local Service	<u>Tenant</u>	<u>N/A</u>
Telephone, Long Distance Service (Review Section 8 of the Terms and Conditions)	<u>Tenant</u>	<u>N/A</u>
Mail Delivery and Mail Forwarding (Review Section 14 of the Terms and Conditions)	<u>Landlord</u>	<u>N/A</u>
Pest Control (excluding flea or other treatments that are not considered normal pest control services)	<u>Landlord</u>	<u>N/A</u>
Lawn Maintenance	<u>Landlord</u>	<u>N/A</u>

I have read and understand Utilities and Services (Section 3) of this lease.

Initials:

Tenant: _____

Manager: _____

[If applicable] *Utility Conservation Caps: In order to promote responsible use of and conservation of utilities, Landlord has placed caps on Landlord's obligation to pay for certain utilities as listed above per Bedroom within each Unit. If Tenant's pro rata share of actual charges for Water & Sewer, Electric and Gas in the Unit exceeds the Monthly Utility Cap (the "Utility Caps") for the Bedroom as referenced above, Tenant shall be responsible for paying such excess amount as provided in Section 2 of the Terms and Conditions. For purposes of this calculation, only occupied Bedrooms will be used. Upon Tenant's request, Landlord will provide a copy of its applicable utility bills and all applicable bills issued to tenants. The billing period for the utility bill will generally be the 1st to the 31st of the month or the billing period of the local utility. At Landlord's option, and only to the extent permitted under applicable laws, Tenant may be pre-billed for the estimated amount of charges above the applicable utility conservation cap for the last three months of the Lease Term, to be calculated based on prior utility charges within the Unit and in accordance with any applicable utility billing laws and regulations.

(B) Utilities and Expenses: Any charges in excess of the Utility Caps may be billed on a monthly or quarterly basis, in Landlord's sole discretion, as additional rent to Tenant as provided in Section 2 of the Terms and Conditions. Landlord may, in its sole discretion, elect to use a third-party company as its agent and/or the utility billing provider representative with respect to providing, billing, and/or servicing the tenant utility account. Tenant acknowledges that the third-party company is not a utility. Landlord shall not be liable, under any circumstances, for any interruption or failure of any such utility service to the Facility, or for any damage directly or proximately caused thereby. Landlord's sole obligation is to be reasonably diligent in Landlord's effort to restore and maintain any such service which is interrupted. Tenant shall be solely responsible for acquiring and maintaining, at Tenant's sole cost and expense, any and all utilities, other than those specifically set forth in this paragraph as Landlord's responsibility.

1. Charges referenced in section B above shall be calculated with one of the following methods. Please contact the property management for more specific details on methods used for your Unit:
 - a. Direct metering by the local utility. The local utility measures utility usage in each Unit and bills Landlord directly for such charges. Charges for each Unit will be divided equally by the number of tenants in each Unit to calculate the charges for each Bedroom.
 - b. Full Capture Submetering. A submeter is installed in each Unit to measure the total amount of that utility used in the Unit. Charges for each Unit will be calculated by multiplying the submetered usage for that Unit by a utility rate based on the utility rates of the local utility provider (which may include base or fixed charges). Charges for each Unit will then be divided equally by the number of tenants in that Unit to calculate the charges for each Bedroom. Tenant acknowledges that the rates charged for the utility service may not match the rate of the local utility (as that rate may not be appropriate to charge to an individual tenant), but that the rates used are designed in a manner to allocate Landlord's actual utility costs to the Units.
 - c. Partial Capture Submetering. A submeter is installed in each Unit to measure a portion of the utility usage in each Unit. Landlord's utility bills will be allocated to each Unit based on a percentage assigned to each Unit based on the amount of utilities used in that Unit compared to the total amount of that utilities used by all tenants at the Facility. Charges for each Unit will then be divided equally by the number of tenants in that Unit to calculate the charges for each Bedroom. Prior to allocating the property's utility bills using the method described above, Landlord may or may not deduct an amount to account for common area usage. Landlord and Tenant agree that the exact amount of the utilities consumed in Tenant's Unit and the exact amount of utilities used in the common area cannot be determined precisely, but that the methods described above to calculate those amounts are reasonably accurate estimates thereof.
 - d. Allocation. Utility charges are calculated without the use of meters. The utility bills received by Landlord from the local utility(ies) will be used to calculate the charges per Unit. Landlord's bill will be allocated to each Unit based on one of the following factors, or combination thereof: square footage of each Unit, number of tenants in each Unit, number of bedrooms in each Unit, or the number and/or type of appliances in each Unit. Charges for each Unit will then be divided equally by the

number of tenants in that Unit to calculate the charges for each bedroom. Prior to allocating the property's utility bills using the method described above, Landlord may or may not deduct an amount to account for common area usage. Landlord and Tenant agree that the exact amount of the utilities consumed in Tenant's Unit and the exact amount of utilities used in the common area cannot be determined precisely, but that the methods described above to calculate those amounts are reasonably accurate estimates thereof.

(C) Landlord shall have the right to temporarily suspend any utility or other service to the Premises in order to do maintenance and/or repair and/or protect the Facility, Premises or Tenant from risk of harm or loss.

(D) Neither Landlord nor Agent (regardless of the negligence of Landlord or Agent) shall be liable for loss or damages resulting from the interruption of heat, electrical, water, sewer, telephone, cable TV, Internet, or any other utility services, or for the malfunction of machinery or appliances serving the Premises or any part of the Facility in which the Premises is located. Neither Landlord nor Agent (regardless of the negligence of Landlord or Agent) shall be liable for injury or damage to persons or property caused by any defect in the heating, gas, electrical, water, or sewer systems serving the Premises or Facility. In no event shall Landlord or Agent (regardless of the negligence of Landlord or Agent) be liable for damages or injury to persons or property caused by wind, rain, fire or other acts of God, and Tenant hereby expressly waives all claims for such injury, loss, or damage.

(E) In connection with the administration of utility billing during the term of this Lease, Tenant will be required to, and agrees to pay prior to occupying the Premises, an up-front billing service fee of \$30.00. This service fee is for administration, billing, overhead and similar expenses and charges incurred by Landlord for providing billing services. At the direction of Landlord, this service fee will be payable by Tenant directly to the third-party billing company that may be engaged by Landlord to provide utility billing services for the Facility, or to Landlord. In addition, this service fee will be required to be paid in the form of a personal check, cashier's check, money order or credit card.

(F) As a regular part of each utility bill, Tenant may be charged and agrees to promptly pay late payment penalties and nonsufficient funds (NSF)/chargeback fees directly to the third-party billing provider for the Facility in order to cover the administrative costs of generating your bill and servicing your account. These fees are in addition to the specific utility service charges for which you are billed. Landlord and Tenant agree that the actual cost to Landlord and/or billing provider when Tenant fails to pay the utility bill on time is difficult or impossible to ascertain, but the parties agree that Landlord and/or billing provider does, in the event of a late payment, incur certain costs, such as additional bookkeeping and administrative charges, additional charges from the billing provider, costs in printing and mailing late notices, lost opportunity costs of the payment, etc. Accordingly, Landlord and Tenant agree that if the payment is received after the enumerated due date, Tenant shall immediately pay a late payment fee in the amount set forth below, which is a reasonable estimate of the costs incurred.

- i. Late Payment Penalty: \$10.00
- ii. NSF/Chargeback Penalty: \$25.00

(G) Tenant will be charged for the full period of the time from the Commencement Date of the Lease until its Expiration Date, regardless of whether Tenant physically occupies the Premises. Tenant agrees to pay for all charges billed in accordance with this Lease Agreement during the Lease Term.

(H) Tenant and any Guarantor(s) to the Lease are jointly and severally liable for paying all charges billed to Tenant under this Lease Agreement. The failure to make the utility payment is material and substantial breach of your Lease and shall entitle Management to exercise all rights and remedies available under the Lease or at law or in equity.

(I) Tenant acknowledges and agrees that continued occupancy of the Premises when electricity, gas, water or sewer services have been discontinued is hazardous. Tenant agrees not to terminate, cut off, interfere with, or disconnect any utility submetering system or device. Violation of this provision is a material breach or default of the Lease and shall entitle Management to immediately exercise all rights and remedies available under the Lease or at law or in equity.

(J) The authorized third-party billing service provider may change during the Lease Term, at Landlord's sole discretion. Management may increase or change the administrative service fees referenced above by giving

Tenant thirty (30) days prior written notice of the change or such other notice as required by applicable law.

4. LEASE GUARANTY. At Landlord's option, the Lease shall be null and void if either (i) the attached Guarantor Joinder is not executed, notarized and delivered by the parent(s) or sponsor(s) of Tenant named therein and returned to Landlord within fifteen (15) days of the date of Tenant's execution of the Lease or (ii) the Guarantor has a credit rating that is not acceptable to Landlord. Tenant acknowledges that this is a Lease for an essential necessity of Tenant. Tenant agrees to be fully bound by all the terms and conditions hereof irrespective of the age or condition of Tenant and irrespective of the execution of a guaranty. The guaranty shall be an additional assurance to Landlord of the performance of the covenants of the Lease and not in substitution of Tenant's responsibilities and obligations hereunder. THE GUARANTY SHALL BE VALID FOR THE ENTIRE TERM OF THE LEASE AS WELL AS SUBSEQUENT TERMS OR RENEWALS WITHOUT THE NECESSITY TO HAVE GUARANTOR EXECUTE A REAFFIRMATION OF SUCH GUARANTY.

5. STATE-SPECIFIC AMENDMENTS TO THE TERMS AND CONDITIONS.

(a) Section 1(B) is hereby deleted in its entirety and replaced with the following:

During the Lease Term, Tenant shall use the Premises for residential purposes only, and shall use the Common Areas only for the purposes for which Landlord makes them available for tenants of the Facility, all subject to the Community Rules. Landlord may, from time to time, amend and supplement the Community Rules, effective upon posting a notice at the Facility or, at Landlord's election, upon notice to Tenant. Additionally, any persons not listed herein as an occupant shall be considered a trespasser and treated accordingly within the legal limits of the law.

(b) Section 2(A) is hereby deleted in its entirety and replaced with the following:

The Fixed Rent, the Fees and all other sums payable by Tenant hereunder (collectively, "Rent") shall be payable by Tenant when due, without demand, offset or deduction. If Tenant fails to pay any Rent within four (4) days of its due date, then Tenant shall pay Landlord a late charge of \$35.00, plus \$10.00 per day not to exceed \$185.00 per month from the due date until the date paid, plus any costs and attorney's fees incurred by Landlord as a result of Tenant's failure to pay such Rent. No partial payments will be accepted. All amounts due under this Lease are deemed additional Rent if not paid when otherwise due. Tenant acknowledges that any Rent received by Landlord will first be applied to any outstanding charges (including but not limited to late charges, utility charges, cleaning charges, returned check charges) incurred by or on behalf of Tenant prior to applying same to the current monthly Rent. Additionally, if any Rent check is returned unpaid, then Tenant shall pay Landlord a bad check fee of \$35.00, and, if Landlord so elects, all further Rent payments shall be made by Tenant by money order, cashier's check, approved credit card or check. *By providing a check for payment, Tenant is hereby given notice that Tenant's signed and completed check may be converted to an electronic fund withdrawal upon receipt by Landlord or Agent via U.S. Mail or in designated dropbox locations. Landlord or Agent's receipt of your check shall constitute your authorization of such electronic fund withdrawal.* Rent is payable for the entire Lease Term, regardless of whether Tenant vacates the Premises before the Expiration Date for any reason. Landlord may apply any payment received from Tenant or Guarantor to then outstanding unpaid Rent in whatever order and priority Landlord may elect.

(c) Section 3 is hereby deleted in its entirety and replaced with the following:

(A) SECURITY DEPOSIT: The Security Deposit is being held in a non-interest bearing account at _____ Bank and is refundable, less charges if any, pursuant to Chapter 83 of Florida Statutes. Tenant acknowledges that the Premises was cleaned to Tenant's satisfaction at the time of occupancy. Should Landlord, at the termination of this Lease, deem the Premises not adequately cleaned by Tenant and in need of additional cleaning, Tenant agrees to the following charges for same: actual expenses if and when incurred. Tenant agrees that responsibility for damages under this Lease is not limited to the amount of the Security Deposit and Landlord may use all the rights and remedies provided by law to recover all damages sustained. Once any costs and materials for cleaning and repairs have been deducted along with outstanding Rent or late charges, and any other reasonable charges, the remaining balance of said Security Deposit will be returned by check addressed to Tenant. If this is a joint and several Lease, the check will be written to the first name on the Lease and all other parties to the Lease will

hold Landlord harmless from any loss incurred by said action. Upon the termination of this Lease, or vacating of the Premises by Tenant with proper statutory notice of termination, Landlord shall comply with Florida law relative to security deposits (Section 83.49, Florida Statutes).

(B) DISCLOSURES: Pursuant to Florida Statutes Landlord makes the following disclosures to Tenant:

1. Landlord is authorized to receive notices and demands of Tenant's in regard to the Premises.

2. No part of Tenant's Security Deposit will be held in an interest bearing account. Landlord is holding the Security Deposit in a separate non-interest bearing account for the benefit of Tenant. This means that the Security Deposit is held in said account and cannot be (1) commingled with other funds of Landlord; or (2) hypothecated, pledged or in any other way used by Landlord until such money is actually due Landlord. The institution in which the Security Deposit funds are held is set forth in Section 3(A).

3. The Security Deposit money will be returned to Tenant after termination of the Lease, less any charges for damages above normal wear and tear. Tenant is also hereby informed of Tenant's right to recover the Security Deposit as provided in Section 83.49, Florida Statutes, which reads as follows:

Upon the vacating of the premises for termination of the lease, if Landlord does not intend to impose a claim on the Security Deposit, Landlord shall have 15 days to return the Security Deposit together with interest if otherwise required, or Landlord shall have 30 days to give Tenant written notice by certified mail to Tenant's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form:

This is a notice of my intention to impose a claim for damages in the amount of \$ _____ upon your Security Deposit, due to _____. It is sent to you as required by s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your Security Deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your Security Deposit. Your objection must be sent to: 2421 Jackson Bluff Road, Tallahassee, FL 32304. If Landlord fails to give the required notice within the 30-day period, Landlord forfeits its right to impose a claim upon the Security Deposit.

Unless Tenant objects to the imposition of Landlord's claim or the amount thereof within 15 days after receipt of Landlord's notice of intention to impose a claim, Landlord may then deduct the amount of his or her claim and shall remit the balance of the deposit to Tenant within 30 days after the date of the notice of intention to impose a claim for damages.

If either party institutes an action in a court of competent jurisdiction to adjudicate the party's right to the Security Deposit, the prevailing party is entitled to receive his or her court costs plus a reasonable fee for his or her attorney. The court shall advance the cause on the calendar.

(d) Section 4(A) is hereby deleted in its entirety and replaced the following:

At the time Tenant moves into the Premises, Tenant shall complete and deliver to Landlord a Move-In/Move-Out Condition Report ("Report"), which shall specify any existing damage to, or need for repair of, the Premises. If the Premises is occupied by more than one tenant, Tenant acknowledges that execution of the Report by any one of the tenants shall be binding on all tenants and a copy of same will be furnished to tenants upon request.

(e) Section 4(C) is hereby amended to add the following:

If upon inspection, Landlord determines that Tenant is keeping the Premises in an unreasonably dirty or unsafe condition, Landlord shall have the right to cause such conditions to be corrected, in Landlord's sole opinion. All costs thereof shall be reimbursed to Landlord, by Tenant, immediately upon written request.

(f) Section 4(E) is hereby deleted in its entirety and replaced with the following:

Tenant acknowledges that it is necessary for Tenant to provide appropriate climate control, keep the Premises clean, and take other measures to retard and prevent mold and mildew from accumulating in the Premises. Tenant agrees to clean and dust the Premises on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Tenant also agrees not to block or cover any of the heating, ventilation or air conditioning ducts in the Premises. Tenant also agrees to immediately report to Landlord, (i) any evidence of water leaks or excessive moisture in the Premises, as well as in any storage room, garage, or other common areas, (ii) any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area, (iii) any failure or malfunction in the heating, ventilation or air conditioning system in the Premises, and (iv) any inoperable doors or windows. Tenant further agrees that Tenant shall be responsible for damage to the Premises and site lot, as well as injury to Tenant and occupants resulting from Tenant's failure to comply with the terms of this Lease provision.

In this regard, Tenant agrees, immediately upon written demand (which demand may be made by hand delivery, mail or facsimile), to hold Landlord harmless from and indemnify Landlord for any and all damages, whether to persons or property, which arise out of Tenant's failure to comply with the terms of this Lease provision and for which Landlord may be found to be liable.

Default under the terms of this Lease provision shall be deemed an Event of Default under the terms of the Lease, and Landlord shall be entitled to exercise all rights and remedies at law or in equity. Except as specifically stated herein, all other Terms and Conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Lease provision and the terms of the Lease, the terms of this Lease provision shall control. Any term that is capitalized but not defined in this Lease provision that is capitalized and defined in the Lease shall have the same meaning for purposes of this Lease provision as it has for purposes of the Lease.

Tenant's Initials _____

(g) Section 4(G) is hereby deleted in its entirety and replaced with the following:

Pursuant to section 83.67(5) of the Florida Statutes, upon surrender or abandonment of the Premises by Tenant(s) or recovery of possession of the Premises by Landlord due to the death of the last remaining tenant, Landlord shall not be liable or responsible for storage or disposition of Tenant's(s) personal property.

Tenant's Initials _____

(h) Section 4(H) is hereby deleted in its entirety and replaced with the following:

At the end of the Lease Term, Tenant shall pay all Rent due in full, pay Landlord for any damages to the Premises (including the Personal Property) caused by Tenant or any guest of Tenant, clean the Premises, remove all trash and other debris, lock and fasten all doors and windows, remove all Tenant's property from the Premises, surrender the Premises to Landlord in good and clean condition, and shall return all keys to the Premises to Landlord. Tenant shall remain responsible for the Premises until all keys for the Premises are so returned and a final inspection of the Premises has been conducted by Landlord.

(i) Section 5 is hereby deleted in its entirety and replaced with the following:

ASSIGNMENT: (A) Tenant shall not assign this Lease or assign the Premises, or any part thereof, without Landlord's prior written consent. Tenant shall pay Landlord a non-refundable processing fee of \$350.00 for each application to Landlord for Landlord's consent to an assignment. Tenant shall register with Agent in writing each guest of Tenant who occupies the Premises for more than one day. If any guest of Tenant occupies all or part of the Premises for more than seven (7) days during the Lease Term without Landlord having approved an assignment by Tenant, then an Event of Default shall be deemed to have occurred and, without limitation to any other remedy of Landlord, Tenant shall pay Landlord on demand damages equal to \$100 per day of such occupancy. It is not the obligation of Landlord to find someone to take over Tenant's Lease. Tenant shall also pay Landlord all lawful

expenses and damages resulting from the assignment and Tenant's vacating the Premises including, but not limited to, Landlord's actual court costs, actual attorney's fees, a \$350.00 re-let fee as liquidated damages for our cost incurred in re-renting the Premises (since our actual costs cannot be readily determined) and our actual costs of repainting, cleaning and preparing the Premises. Landlord's acceptance of the keys or possession of the Premises shall not be deemed an acceptance of Tenant's surrender of the leasehold nor a rescission of this Lease.

(B) It is understood that in the event Tenant wants to be released from the obligation of this Lease, he/she must find someone to take over the full obligation of his/her Lease. If Tenant does not find someone, he/she may sign a re-lease agreement, which will be kept on file in Landlord's office in the event of an inquiry from a prospective resident. It is understood by Tenant that completion of re-lease agreement does not release Tenant from his/her obligation until someone has completed all necessary paperwork, all parties including Landlord have signed said form, all fees have been paid and replacement resident has moved in. Tenant understands that in the event someone is not found by either Tenant or Landlord, Tenant will be responsible for payment for the entire Lease Term. Fees associated with the re-lease agreement are set forth in the above Section 5(A) "ASSIGNMENTS". **As stated in Section 4 of the Lease, "LEASE GUARANTY", it is understood by Tenant that failure to return the Parental Guarantee document does not release Tenant from his/her responsibilities and obligations for the entire Term of this Lease.**

Tenant's Initials _____

(j) Section 9(B) is hereby deleted in its entirety and replaced with the following:

Notwithstanding the foregoing, if Tenant is accused of committing a felony or a violent misdemeanor, or if illegal drugs or weapons are found in the Premises, or if Tenant commits an act of violence in the Premises, then immediately upon notice from Landlord, an Event of Default shall be deemed to have occurred for which Landlord may exercise its rights hereunder.

(k) Section 9(D) is hereby deleted in its entirety and replaced with the following:

IN THE EVENT OF A DEFAULT IN THE PERFORMANCE OF ANY OF THE COVENANTS OF THIS LEASE AND BY REASON THEREOF TENANT OR LANDLORD EMPLOY THE SERVICES OF AN ATTORNEY TO ENFORCE PERFORMANCE OF THIS LEASE OR TO PERFORM ANY SERVICES RELATING TO SAID DEFAULT, THEN IN ANY OF SAID EVENTS, THE DEFAULTING PARTY AGREES TO PAY A REASONABLE ATTORNEY'S FEE AND ALL EXPENSES AND COSTS INCURRED BY THE PREVAILING PARTY PERTAINING THERETO AND IN ENFORCEMENT OF ANY OTHER REMEDY AND, IN THE CASE OF LANDLORD'S ATTORNEY, WHETHER LANDLORD'S ATTORNEY FILES SUIT TO ENFORCE THIS LEASE OR NOT.

(l) Section 9(E) is hereby deleted in its entirety and replaced with the following:

If Tenant fails to deliver all keys and vacate the Premises on or before the termination of this Lease, Tenant shall pay for the holdover period, a sum equal to two (2) times the daily rate for the Premises or the maximum sum as provided for by state law, whichever is less. The daily rate for the Premises shall be calculated by dividing the monthly Rent by the number of days in the applicable month.

This Lease can be renewed or extended only by a written agreement signed by both Landlord and Tenant, but no renewal may extend the Term or a date more than one year after the renewal Lease begins. A new lease is required for each year.

(m) Section 9 is hereby amended to add the following:

(G) In the event that Landlord has given Tenant concessions/incentives in the form of free Rent as an inducement to enter into this Lease, if there is a default by Tenant as otherwise contemplated under this provision, Tenant agrees that all such concessions/incentives shall be forfeited.

(n) Section 11(A) is hereby deleted in its entirety and replaced with the following:

DAMAGE/DESTRUCTION. (A) If, during the Lease Term, the Premises is damaged or destroyed by fire or other casualty, then, at Landlord's option: (i) the Premises shall be promptly restored and repaired by the Landlord and, if the Premises is damaged or destroyed, any Rent for the period that the Premises are uninhabitable by Tenant shall abate, unless and to the extent Landlord provides Tenant with comparable alternative living space, in which event Rent will not be abated, or (ii) Landlord may terminate this Lease by so notifying Tenant in which event the Rent shall cease to accrue as of the date of such damage or destruction, or (iii) Landlord may relocate Tenant to another Premises within the Facility or a comparable facility. Notwithstanding the foregoing, Tenant shall not be excused from paying Rent if the damage or destruction to the Premises is caused by Tenant or any guest of Tenant. In the event of an impairment of the use of the Premises for a period of three (3) days that does not materially affect the beneficial use by Tenant, the obligation to pay Rent shall not abate but the full use shall be restored or the rental period reduced proportionately at the option of Landlord.

(o) Section 14(D) is hereby deleted in its entirety and replaced with the following:

This Lease and its Addenda represent the final and entire agreement between Tenant and Landlord and supersedes all other communications, negotiations, representations and agreements by Landlord, Agent and Tenant. This Lease may be amended only in writing signed by both Landlord and Tenant.

(p) Section 14 is hereby amended to add the following:

(N) If after Landlord notifies or attempts to notify Tenant, Tenant fails to pay any unpaid Rent or damages, Landlord will be authorized to report such unpaid charges to the local credit bureau for recordation on Tenant's credit record.

(O) Any amounts due and owing to Landlord will accrue interest at a rate of 18% per annum. Any Final Judgment obtained against Tenant for unpaid Rent, damages, court costs and/or attorneys' fees will accrue interest at a rate of 18% per annum.

(q) The Terms and Conditions is hereby amended to add the following provisions:

15. WAIVER. Landlord's failure to enforce by any lawful action any provision hereof shall not be considered a waiver of Landlord's right to future enforcement of said provision or to demand compliance with all other terms of the Lease including collection of Rent due.

16. CRIMINAL ACTIVITY/DRUG FREE HOUSING. Tenant, any member of Tenant's household, or a guest or other person under Tenant's control shall not engage in or facilitate criminal activity, including drug-related criminal activity, on or near the Premises or within the Facility. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)). Tenant or members of the household will not permit the Premises to be used for, or to facilitate criminal activity, nor will they engage in the manufacture, sale or distribution of illegal drugs at any location, whether on or near the Premises or otherwise. Tenant, any member of Tenant's household, or a guest or other person under Tenant's control, shall not engage in acts of violence or threats of violence, including but not limited to, the unlawful discharge of firearms, on or near the Premises or within the Facility.

Violation of the above provisions shall be an Event of Default under the Lease and good cause for termination of the Lease. It is understood and agreed that a single violation shall be good cause for termination of the Lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction but shall be by a preponderance of the evidence. It is Landlord's and/or Agent's policy to cooperate in full with local law enforcement agencies in the acquiring of evidence for prosecution.

17. RADON GAS. Radon gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over

time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

18. SMOKING. Tenant has agreed that no persons, including but not limited to Tenant, his or her minor children, guests, invitees, or vendors, will smoke tobacco or any other substance within the Premises or the adjoining balconies, patios or Common Areas during the Lease Term.

6. RULES AND REGULATIONS. The Community Rules and Regulations (“Community Rules”) attached hereto are hereby incorporated into and made a part of this Lease as if set forth in full herein.

7. INCORPORATION OF TERMS AND CONDITIONS; INCONSISTENCY. The Terms and Conditions attached hereto are hereby incorporated into and made a part of this Agreement. In the event of any inconsistency between this Lease and the Terms and Conditions, the provisions of this Lease shall control, and all other provisions of the Terms and Conditions will remain in full force and effect. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Terms and Conditions.

8. BINDING EFFECT. This Lease shall be binding upon, and shall inure to the benefit of Landlord and its successors and assigns. This Lease represents the complete understandings between the parties hereto as to the subject matter hereof, and supersedes all prior negotiations, representations, warranties, promises, statements or amendments, either oral or written, among the parties hereto as to the subject matter hereof. This Lease may only be amended by a written instrument executed by both Landlord and Tenant.

9. COUNTERPARTS. This Lease may be executed by the parties hereto in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and a facsimile copy shall be deemed to be as sufficient as an original for all purposes.

10. GOVERNING LAW. This Lease shall be governed by and construed in accordance with the laws of the state in which the Facility is located.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date and year first above written.

LANDLORD:

TENANT:

SCI Gateway at Tallahassee Fund., LLC, by its Agent
College Park Management, LLC

Tenant: _____
(Print)

By: _____

Signature: _____

Date: _____

Date: _____