

**STADIUM WALK LEASE CONTRACT
(NEBRASKA – LINCOLN)**

LEASE SUMMARY:

Date:
Landlord (Owner): MAX Iconic Investors, LLC (us, we or our)

Resident: (you or yours)

Starting Date of Lease Term: Ending Date of Lease Term:

Your total Rent for the Term is \$_____ (plus incidental additional charges as identified in the Lease and applicable sales taxes). It is payable in monthly installments of \$_____ (plus the incidental charges and applicable sales taxes). The breakdown of your regular installments are:

- \$_____ for Base Rent;
- \$35.00 per month for Cable and Internet
- \$40.00 per month for Garage
- \$30.00 per month/per pet for Pet Rent

Total: \$ Monthly Installment

The breakdown of your non-recurring fees:

- Utility Administrative Fee - \$75.00 per year
- Pet Fee - \$100 per pet

Deposits: Security Deposit \$_____ (not to exceed one month's rent, plus an additional 25% of one month's rent for a pet deposit)

Apartment Community: Stadium Walk
Apartment Number:
Bedroom:
Mail Box No.
Street Address: 1341 N. 9th Street, Lincoln, Nebraska 68508

INSTALLMENT AMOUNT	DUE DATE	INSTALLMENT AMOUNT	DUE DATE
\$	August 1, 2016	\$	Feb. 1, 2017
\$	Sept. 1, 2016	\$	March 1, 2017
\$	Oct. 1, 2016	\$	April 1, 2017
\$	Nov. 1, 2016	\$	May 1, 2017
\$	Dec. 1, 2016	\$	June 1, 2017
\$	Jan. 1, 2017	\$	July 1, 2017

SPECIAL PROVISIONS The following special provisions have been added to and are a part of this Lease; Lease Addendum, Parental or Sponsor Guaranty.

UTILITIES. Utilities and services supplied to the Premises shall be paid as follows:

Resident Sign and Date

Owner's representative sign and date

	Paid By:	Installment Charge*
Water & Sewer	Resident*	Varies
Electric	Resident	N/A
Gas	Resident	N/A

I have read and understand Utilities and Services section of this Lease.	
Resident(s) Initials:	
_____	_____
_____	_____

Resident shall establish service for and separately pay and provide required deposits for electricity, and all utilities (other than water, sewer and trash which are addressed below), 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 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 outages or lapses caused by outside providers or for Resident’s use of the internet. We won’t be liable for any interruption, surge or failure of utility services by us to the Premises or any damage directly or indirectly caused by the interruption, surge or failure.**

Water/Sewer: Water/Sewer usage will be billed by Owner by allocating the monthly mastermeter water/sewer bill based on the following allocation method: 1) half of the Resident’s bill (the “Bill”) will be the number obtained when fifty percent (50%) of the total Apartment Community water and sewer bills are multiplied by the percentage resulting from the square footage of your Apartment divided by the total rentable and occupied square footage of all apartments units at the Apartment Community and 2) the remaining half of the Bill will be the number obtained when fifty percent (50%) of the total water and sewer bill for the Apartment Community is multiplied by the percentage resulting from the number of occupants in the Apartment divided by the total number of occupants at the Apartment Community. Each month we will apply a credit to your water/sewer Bill up to \$50.00 every other month (the “Green Cap”). Your monthly Bill will cover only water/sewer usage consumed within your Apartment which exceeds the \$50.00 per month Green Cap. In the event the monthly Bill is less than the Green Cap amount, no refund or credit will be applied to your account, but you will not incur any water/sewer usage charges due for that month.

Water Billing and Due Date. After the master meter for the Apartments is read by the retail public utility serving the Apartments, and after the Owner receives the water bill from the retail public utility, the Bill will be calculated. Resident shall pay the Bill as calculated above seven (7) days after the Bill is mailed or hand-delivered by Owner or Owner’s representative, unless the due date falls on a federal holiday or a weekend; in which case, the following work day shall be the due date. In the event that Resident fails to pay all or any portion of the Bill on or before the due date, there will be a late charge of \$15.00 assessed against Resident. In the event that the bill is paid with a returned check, the Owner reserves the right to assess a returned check fee as provided in the Lease. In addition to the foregoing, in the event that Resident fails to pay all or any portion of the Bill, such failure to pay shall be deemed a default by Resident of the Lease as if Resident failed to pay all or any portion of the Rent due under the Lease and Owner shall be entitled to pursue any rights or remedies Owner would otherwise be entitled to pursue under the Lease or Nebraska law for Resident’s failure to pay Rent or comply with the Lease. A billing fee of \$3.75 per month will be added to each Bill. If Owner uses an outside vendor to provide billing services, Owner has the right to charge Resident for such services, and such amount will be payable by Resident as Additional Rent.

Utility Administrative Fee. A one-time fee of \$75.00 per Resident will be charged annually.

The due date for Rent and the due date for utility and other charges may not coincide. All monetary amounts due under this utilities section 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 Bedroom, 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.

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 Ending Date. Should Owner pay any utility charges on behalf of Resident, Resident shall be jointly and severally liable with its Roommates 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

Resident Sign and Date

Owner’s representative sign and date

any unbilled period to be calculated based on prior utility charges within the Apartment and in accordance with any applicable utility billing laws and regulations.

1. LEASE TERM.

- a. The Lease starts on the Starting Date, and ends at 10:00 a.m. on the Ending Date (the fact that you are no longer a student doesn't shorten the term or reduce your liability), but you cannot occupy your Premises until we have complete and executed lease documents and any guaranty. **Even if we can't provide your Bedroom to you when we're supposed to, we won't be liable to you for damages because of the delay, you just don't owe us Rent for that period. You may also terminate this Lease on five (5) days' written notice.**
- b. The Lease ends on the Ending Date and DOES NOT automatically renew on any basis. You must surrender possession of your Bedroom on the Ending Date. You will be given the opportunity to sign a renewal lease for next school year during the Lease term and remain in your current Bedroom. **However, if you do not sign a renewal lease, your Bedroom will be placed on our "available" list and may be leased to another applicant. Once the Bedroom has been leased to another applicant, you WILL NOT be able to sign a renewal lease for your Bedroom.**

2. DESCRIPTION. This Lease is between us and you. We agree to lease to you and you agree to lease from us, the Premises. The "Premises" is defined as including each of the following:

- a. Your sole use of the Bedroom in the Apartment in the Building;
- b. Together with the other residents of the Apartment, your joint use of the Common Areas in the Apartment and the Apartment Community (for purposes of this Lease, "Common Areas" are those areas within the Apartment to which you have access without going into another Bedroom, and, within the Apartment Community, those areas to which all residents have general access);
- c. Your sole use of the furniture within the Bedroom; and your joint use of all appliances and furniture within the Common Areas of the Apartment; and
- d. Your joint use of the Mail Box and your sole use of the Parking Stall if one or both have been assigned to you. If the Postmaster serving the Apartment Community has instituted or begins during this Lease "single drop delivery," we will place your mail in the Mail Box, but assume no liability for misdelivery, delays in delivery and/or failure of delivery.

While we will not act arbitrarily, commencing not earlier than 5 days after we provide written notice to you, we have the right to relocate you from one Bedroom in the Apartment to another or even to another apartment in the same or another Building.

3. GENERAL. Timing is very important in the performance of all matters under this Lease. Your execution of this Lease confirms that no oral promises, representations or agreements have been made by us or any of our representatives. This Lease is the entire agreement between the parties. We make no representations or warranties that all residents of the Apartment Community will be students. Our representatives (including management and leasing personnel, employees, and other agents) have no authority to waive, amend or terminate this Lease or any part of it and no authority to make promises, representations or agreements which impose duties of security or other obligations on us unless done in writing and signed by us. All Lease obligations are to be performed in the county where the Apartment is located. Unless this Lease states otherwise, all sums owed by you are due upon demand. Our delay or non-enforcement of our rights shall not be a waiver under any circumstances of our future right to enforce such rights. If any part of this Lease is not valid or enforceable, it shall not invalidate the remainder of this Lease.

4. RESIDENT INFORMATION. If you or the Guarantor has supplied information to us by means of a rental application or similar instrument, you represent that all such information is true and correct and was given by you and the Guarantor voluntarily and knowingly. If someone requests information on you or your rental history for law enforcement, governmental or business purposes, we can provide it.

5. GUARANTY/CONDITIONAL APPROVAL. THE PARENTAL OR SPONSOR'S GUARANTY PROVIDED TO YOU MUST BE SIGNED AND RETURNED TO MANAGER WITHIN 14 DAYS AFTER THE DATE OF THIS LEASE. AT OUR OPTION THIS LEASE AND YOUR RIGHT TO POSSESSION OF THE PREMISES MAY TERMINATE IF THE PARENTAL OR SPONSOR'S GUARANTY IS NOT SIGNED AND RETURNED TO THE MANAGER. IF YOUR APPROVAL WAS CONDITIONED UPON PROVIDING PROOF OF ENROLLMENT, SUCH PROOF MUST BE SUBMITTED WITHIN 14 DAYS OF THE COMMENCEMENT DATE OF THIS LEASE. FAILURE TO PROVIDE SUCH PROOF MAY, AT OUR OPTION, RESULT IN THIS LEASE AND YOUR RIGHT TO POSSESSION OF THE PREMISES BEING TERMINATED.

6. SECURITY DEPOSIT. Once you sign the application, you will be required to deposit with the Manager the Security Deposit as partial security for all of your obligations under this Lease (the Security Deposit will not be our limit of damages if you violate the Lease). Among other items, the cost of labor and materials for cleaning and repairs, over and above "normal wear" and the amount of

Resident Sign and Date

Owner's representative sign and date

delinquent payments and late charges may be deducted from the Security Deposit. If the Security Deposit is reduced because we have had to apply all or part of it to your unpaid obligations, you agree that on our written demand, you will deposit with the Manager, within three (3) days, the funds necessary to restore the Security Deposit to its full amount. You can't use the Security Deposit to offset or pay in advance any month's Rent or any other charges under this Lease, but we can use, if we want to, all or any part of the Security Deposit, for any unpaid obligations. You agree that we have fourteen (14) days after the later of (a) expiration or termination of this Lease, (b) the date on which we received written notice of your forwarding address, and (c) payment in full of amounts that you owe to us, to return any unused portion of the Security Deposit to you. Along with that return, we will provide to you a description and itemized listing of deductions that we have taken from the Security Deposit. If we sell the Apartment Community and if your Security Deposit is transferred to the new owner, we don't have any further liability to you for the return of all or any portion of the Security Deposit—you must look to the new owner.

7. RENT AND ADDITIONAL CHARGES. You will pay us the **Rent Installment** (Base Rent and other recurring fees) on or before the 1st day of each month, in advance and without us having to make demand for payment. The Installment is payable at the Manager's office (or at such other place as of which we notified you in writing). **Except as provided by law, you have no right to withhold Rent for any purpose, even an Act of God, or to reduce or offset Rent payable to us** by any of your costs or damages against us. Your first Month's Installment is payable to us before you move in. At our option, we can require that all money payable to us is to be paid in cash, certified or cashier's check, money order or personal check but we are not obligated to accept personal checks after the 10th day of the month. Cash will not be accepted without our prior written permission. **Your obligation to pay Rent is a promise by you which is independent from all of our promises, duties and obligations.**

a. **Regardless of whether it's a holiday or weekend, if you haven't paid everything that is due on the fifth of the month (or on the Starting Date, as applicable), and if Owner elects to accept a late payment, then as of 2 p.m. on the 5th of the month, a late fee shall be assessed to Resident equal to five percent (5%) of the rental installment amount. There will be an additional late fee assessed equal to five percent (5%) of the rental installment if rent is paid in full by midnight on the 15th of the month; and a third late fee assessed equal to five percent (5%) of the rental installment amount if rent is paid in full by 2 p.m. on the 25th of the month. You also agree to pay a \$35.00 charge for each returned check plus the above late charges until we receive acceptable payment. Any late fees or returned check charges constitute Rent and failure to pay such fees and/or charges gives rise to all remedies available to us for nonpayment of Rent.**

b. At our option and without notice to you, any money that we receive can be applied first to your non-rent obligations and, then to Rent (any past due Rent being paid first), regardless of whether or not you have made notations on checks or money orders and regardless of when the obligation came about.

c. While we don't have to, we can accept partial rental payment, but we don't waive our rights to collect and enforce the payment of the remainder.

d. You are liable for all costs or charges associated with our having to provide special services to you or on your behalf and for all fees or fines as described in the Lease Addendum which are attached to this Lease.

8. OCCUPANTS. Only you can live in the Premises. It will be used only as a private residence and for no other purpose. While you can't lease any part of your Premises to another person, 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. Even if we agree to the transfer, you will still be liable for all of the obligations under this Lease unless we specifically agree, in writing, to release you. Our consent to one or more transfers won't be a waiver of our rights of consent to any future transfer. If the Apartment consists of more than one bedroom, we have the right, when any bedroom within the Apartment is unoccupied, to place a new resident in the unoccupied bedroom unless you and all other residents in the Apartment, agree to pay us, as part of your respective Rent, the Rent due for such unoccupied bedroom. **The fact that you and your roommates may be in conflict with each other won't act as grounds to terminate the Lease.** If your roommate or a potential roommate was not truthful on their roommate preference card, we are not liable, but that person could be in default under their lease.

9. MULTIPLE RESIDENTS. Each resident of an Apartment is jointly and severally liable with the other residents of the Apartment for all lease obligations relating to Common Areas and utilities; however only you are liable for the lease obligations relating to your Bedroom and the payment of your Rent. You are not liable for any of your fellow resident's obligations as to their bedroom and their rent payable to us.

10. MOVE-IN. An Inventory and Condition Form will be provided to you at the time that you move into the Premises. This form can be turned into the office or submitted online. By the end of the day on which you move-in, you need to tell us in writing of any defects or damages in your Premises; otherwise, the Premises, fixtures, appliances and furniture will be considered to be in a clean, safe and good working condition and you will be responsible for defects or damages that may have occurred before you moved in. Except for what you tell us, you accept the Premises, fixtures, appliances and furniture in their "AS-IS" CONDITION, WITH ALL FAULTS. WE MAKE NO EXPRESS AND DISCLAIM ANY AND ALL IMPLIED WARRANTIES WITH REGARD TO THE PREMISES, FIXTURES, APPLIANCES OR FURNITURE.

Resident Sign and Date

Owner's representative sign and date

11. LEASE ADDENDUM. You and your guests must comply with all written rules and policies which we adopt for the Apartment Community. These rules and policies are considered to be a part of this Lease and we can revise, amend, expand or discontinue the rules and policies at any time at our sole discretion by posting a notice on a bulletin board or other area that we designate for notices to residents.

12. SAFETY. YOU MUST EXERCISE DUE CARE FOR YOUR AND OTHER'S SAFETY AND SECURITY. PLEASE READ THE SAFETY GUIDELINES ATTACHED TO THIS LEASE. None of our safety measures are an express or implied warranty of security or are a guarantee against crime or of a reduced risk of crime. We are not liable to you or any of your guests for injury, damage, or loss to person or property caused by criminal conduct of other persons. We are not obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security and we can discontinue any of such items provided at any time without notice.

13. LIABILITY. Neither we nor the Manager, or our respective employees, agents and affiliates, will be liable to you or any of your guests for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes or your personal conflict with your roommates. We have no duty to remove ice, sleet or snow, but we may do so in whole or in part, with or without notice to you. **YOU, FOR YOURSELF AND FOR YOUR GUESTS RELEASE US AND THE MANAGER, AND OUR RESPECTIVE SUCCESSORS AND ASSIGNS AND OUR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS AND AFFILIATES (the "RELEASEES") FROM ANY AND ALL CLAIMS AND/OR DAMAGES (i) FOR LOSS OR THEFT OF YOUR OR YOUR GUEST'S PERSONAL PROPERTY, AND/OR (ii) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO YOU, MEMBERS OF YOUR FAMILY OR YOUR GUESTS, IN OR ABOUT THE PREMISES OR THE APARTMENT COMMUNITY UNLESS SUCH CLAIM OR DAMAGE WAS CAUSED BY THE NEGLIGENCE OF THE RELEASEES. YOU ASSUME FOR YOURSELF AND ALL MEMBERS OF YOUR FAMILY AND YOUR GUESTS, ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF THE APARTMENT COMMUNITY OR THE APARTMENT COMMUNITY'S RECREATIONAL FACILITIES OR AREAS, IT BEING UNDERSTOOD THAT ALL SUCH AREAS AND FACILITIES ARE GRATUITOUSLY SUPPLIED FOR YOUR USE, AND AT THE USER'S SOLE RISK.**

14. MAINTENANCE, ALTERATIONS AND REPAIRS.

a. You are responsible for and will take good care of the Premises and the furniture in the Premises and Common Areas. You will not remove any of our property, and you will not perform any repairs, painting, wall papering, electrical changes or other alterations (other than for small nail holes in sheet rock for hanging pictures) of the Premises without our prior written consent. We can require you to prepay or, if we elect, you agree to repay us, within 10 days after we send you an invoice, for the cost of all repairs made necessary by you, your guest's or any other person's violation of this Lease or the negligent or careless use of the Premises or any part of the Apartment Community including without limitation damage from waste water stoppages caused by foreign or improper objects in lines serving your bathroom, damages to furniture, appliances, doors, windows or screens, damage from window or doors left open and repairs or replacements to security devices necessitated by misuse or damage by you or your guests (this includes damages that may have been caused to the Apartment by other residents of the Apartment if we cannot determine who did it). If you prepay, any over-payment will be applied against any amount that you owe us, and the remainder will be returned to you; if your prepayment was less than the cost incurred, you will pay us that amount within ten (10) days after we send you an invoice. Your obligations to pay the charges described in this paragraph will survive after the ending of this Lease.

b. **You must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working one. AFTER YOU MOVE IN, YOU ARE RESPONSIBLE FOR KEEPING THE SMOKE DETECTOR IN WORKING ORDER.**

c. Except in the event of an emergency, if you have a request for repairs or services to the Premises, or repairs or replacements of security device or smoke detectors, the request must be in writing to us. In case of malfunction of utilities or damage by fire, water, or similar cause you must notify us immediately. In case of malfunction of air conditioning or other equipment, you must notify us as soon as possible. Additionally, you are required to notify us in writing promptly of: water leaks, electrical problems, carpet holes, broken glass, broken locks or latches, and any condition which you reasonably believe poses a material hazard to health or safety. Once we receive the notice, we will act with reasonable diligence in making repairs and reconnections, but during that time you can't stop payment of or reduce the Rent except to the extent allowed by law.

d. We can temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interruption as determined in our sole judgment.

e. Neither we nor the Manager will be liable for any inconvenience, discomfort, disruptions or interference with your use of the Premises because we or the Manager are making repairs, alterations or improvements to the Premises, the Apartment, the Building or the Apartment Community. If you request any repairs, they will be done during our usual working hours unless you request in writing that such repairs be done during other hours. If we approve such request you will have to pay in advance any additional charges resulting from such request.

Resident Sign and Date

Owner's representative sign and date

f. We are not liable to you or your guests for personal injury or damage or loss of personal property from any cause, including, but not limited to, fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosion, or surges or interruption of utilities; except to the extent that such injury, damage or loss is caused by our negligence or the negligence of Manager. We urge you to obtain your own insurance for losses due to such causes.

15. RIGHT OF ENTRY. Both we and the Manager, and our respective agents, employees, repairers, servicers and representatives may, upon 24 hours' written notice, enter the Premises for any reason that we or the Manager deem to be reasonable, including without limitation our entry of the Apartment for the purpose of preparing any vacant bedroom in the Apartment for re-rental. The entry can be gained by use of a pass key or other means (to include disarming any intrusion alarm, if applicable, or by breaking a window or other means if locks have been changed in violation of this Lease, and you will be liable for any damage caused thereby). Both we and the Manager can also enter the Premises, upon giving you prior notice, to show a Bedroom or the Apartment to government inspectors, lenders, prospective buyers, prospective residents, other tenants or insurance agents. You must notify us of any anticipated extended absence from the Premises greater than seven (7) days. During this absence, we may enter the Premises at times reasonably necessary to protect the Premises. If you fail to give us such notice, we may recover actual damages from you.

16. MOVE-OUT.

a. If you intend to leave the Premises permanently prior to the Ending Date and you want us to return to you any remaining Security Deposit you must provide the Manager with advance written notice of the specific date by which you will leave. Telling us about your leaving without putting it in writing is not sufficient. We suggest that you use our form for a move-out notice. If you don't, you are responsible for obtaining the Manager's written acknowledgement that the move-out notice has been received. Even if you give proper notice, you are still obligated under the Lease and we can apply your Security Deposit to your account. You will be responsible for monthly Installments of Rent through the end of the Lease Term or until a replacement resident is found, whichever occurs first. We will exercise customary diligence to re-rent and minimize the amount you owe us. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability or past-due and future rent and other sums due.

b. When you leave, whether at or prior to the Ending Date, the Premises, including the carpets, windows, bathrooms, patios, balconies, kitchen, appliances and furniture in the Bedrooms and Common Areas, must be clean and in good repair and condition. If they are not, you will be liable for reasonable charges to complete such cleaning, repair or replacement.

c. If you leave any of your property in the Premises after you leave or after the end of this Lease, that property is deemed to be abandoned by you and we can take such action as we desire and charge you with costs incurred to keep, sell or dispose of such property without liability to you.

17. RELETTING CHARGE. There is no early termination clause in this Lease. You will be liable for a reletting charge equal to 85% of the highest monthly rent during the Lease Term if you (1) fail to move in or (2) move out without our prior written approval, or (3) are judicially evicted. **The reletting charge is not a cancellation fee and does not release you from your obligations under the Lease.**

Not a Release. The reletting charge is not a Lease cancellation fee or buyout fee. It is an agreed-to liquidated amount covering only part of our damages, that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain - particularly those relating to administrative and marketing costs. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. The reletting charge does not release you from continued liability for future or past-due Rent, charges, fees or other sums due under this Lease.

18. HOLDOVER. If you still occupy the Premises past the Ending Date, the date contained in your Move-Out Notice, or the date on which we notify you to leave the Premises, then you owe us an amount not more than three months' Rent, of three times our actual damages incurred because of your holdover, whichever is greater, and reasonable attorneys' fees.

19. DEFAULT. You are in violation of this Lease if:

- a. You fail to pay Rent or any other amount owed under this Lease as directed by this Lease;
- b. You or your guest violates this Lease or any addendum to it, any apartment rules, or fire, health or criminal laws, regardless of whether arrest or conviction occurs;
- c. Any of the utilities which are payable by you or the other residents of the Apartment are disconnected or shut-off because of non-payment;
- d. You fail to move into the Premises after completion of all required documentation, or, if you abandon the Premises (that is, you have been absent from the Premises without notice to us for thirty (30) days; ten (10) days after your death; or three (3) days after your scheduled move-in day if you fail to move in;
- e. You or the Guarantor have made any false statement or misrepresentation on any information provided to us;

Resident Sign and Date

Owner's representative sign and date

- f. You or your guest is arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia as defined in applicable law;
- g. Any illegal drugs or illegal drug paraphernalia are found in the Premises (whether or not we can establish possession); or
- h. You fail to pay any fine within ten (10) days after it is levied in accordance with this Lease or the Lease Addendum; or
- i. You misrepresent student status on any information provided to us, fail to maintain student status and/or fail to provide confirmation of your student status upon request.

20. REMEDIES. If you are in violation of this Lease, we can, without demand or notice (other than is provided in this paragraph) in addition to other remedies allowed by law:

- a. Collect any fine imposed by the Lease Addendum;
- b. Sue to collect past due Rent and any other damages we have incurred because of your violating the Lease;
- c. Terminate your right to occupy the Premises, institute an action for eviction, but not terminate the Lease or end your monetary obligation for the Premises by giving you three (3) days' written notice in the case of non-payment of Rent, and in the case of other material breach of the Lease giving you written notice that the lease will terminate on thirty days' notice if the breach is not remedied within fourteen (14) days;
- d. Sue to collect all unpaid Rent and other sums which would become due until the Ending Date of the Lease or until another person takes occupancy (and then, we can still recover from you the difference between the Rent you were supposed to pay and the rent actually paid by the new resident together with any expense incurred to relet the Premises);
- e. Terminate the Lease and your right to occupy the Premises and institute an action for eviction, by giving you written notice and providing 24 hours for you to leave;
- f. Report all violations to credit reporting agencies;
- g. Charge you a reinstatement fee of \$_____ if we file a lawsuit to evict you for nonpayment of rent, to cover the administrative costs incurred by us for preparing to file the lawsuit; and
- h. Do any combination of a, b, c, d, e, f or g.

All unpaid amounts will bear interest at 16% per year from the date originally due through the date of payment. If allowed by Nebraska law, the prevailing party in a lawsuit under this Lease may recover from the non-prevailing party attorneys' fees and all other litigation costs. You must pay all collection agency fees if you fail to pay all sums due within ten (10) days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

21. CUMULATIVE REMEDIES. The exercise of any remedy by us shall not be taken to exclude or waive the right to exercise any other right or remedy which we might have. After we give you notice to leave the Premises or if we file an eviction suit, even if we accept Rent or other sums due, such acceptance does not waive or diminish our continuing rights of eviction or any other contractual or statutory right unless we specifically agree to it.

22. CASUALTY LOSS. If in our reasonable judgment, the Premises, the Building or the Apartment Community is materially damaged by fire or other casualty, we may terminate this Lease within a reasonable time after such determination by giving you written notice. If we terminate the Lease, and you did not cause the loss, we will refund prorated, prepaid Rent and all deposit(s) less lawful deductions. If we determine that material damage has not been caused to the Premises, the Building or the Apartment Community, or, if we have elected not to terminate this Lease, we will, within a reasonable time, rebuild the damaged improvements. During such reconstruction, there shall be a reasonable reduction of the Rent for the unusable portion of the Premises unless you or your guest is the cause of the fire or casualty.

23. SALES. Any sale of the Apartment Community shall not affect this Lease or any of your obligations, but upon such sale we will be released from all of our obligations under this Lease and the new owner of the Apartment Community will be responsible for the performance of the duties of "Landlord" from and after the date of such sale.

24. SUBORDINATION AND RIGHT TO ENCUMBER. The lien of any lender(s) on the Apartment Community will be superior to your rights as a tenant. Therefore, if we violate the loan and a lender takes over ownership, it can end this Lease or it may elect to continue the Lease. It is at the discretion of the holder of the mortgage documents. Your rights under this Lease are therefore subject to the rights of the lender(s) on the Apartment Community.

25. LIABILITY OF LANDLORD. If we violate this Lease, your damages (and those of anyone else) cannot exceed our equity in the Apartment Community but before you bring any action against us, you first have to give us written notice of the nature of our violation and allow us 30 days to cure it.

26. MILITARY SERVICE. Under the following circumstances, you may terminate the Lease by giving us written notice if: (1) you are or become a member of the U.S. Armed Forces on extended active duty and receive change-of-station orders to permanently

Resident Sign and Date

Owner's representative sign and date

depart the local area, or if you are relieved from active duty (subject to the exception noted below); or (2) you are deployed to a foreign country as a member of the U.S. Armed Forces and are not continuing to receive housing allowance from the military. In either case, upon your notice, the Lease will terminate the later of (1) the next rental due date following the 30th day after you give us your termination notice, or (2) the next rental due date following the effective date of your deployment or station change. The date of deployment or station change in the future must be before your Lease term ends. You must furnish us either a copy of the official permanent change-of-station orders or a deployment letter or order. Military permission for base housing doesn't constitute a permanent change-of-station order. After move out, you're entitled to the return of your Security Deposit, less lawful deductions. When signing or renewing a lease, if you already have deployment or change-of-station orders, or if you know that you will be retiring or that your enlistment term will end before the end of the Lease term, you will not be released from this Lease without our prior approval. Deployment or station change orders will only release the resident who qualifies (1) or (2) above and receives such orders during the Lease term, and such resident's spouse and/or legal dependents.

27. OWNER'S AGENT. Grand Campus Living, a division of Lincoln Property Company, 6500 Greenville Avenue, Suite 307, Dallas, Texas, 75206, is authorized to manage the Apartment Community and to accept service of process and receive and receipt notices and demands.

28. INSURANCE. Our insurance does not provide coverage for your personal property. Resident's Insurance. Landlord requires that Resident carries a renter's insurance policy for the entire term of the lease. Resident agrees to release and indemnify Landlord and its agents from and against liability for injury to the person of Resident or to any members of his household, licensees, and invitees resulting from any cause whatsoever. Tenant understands that the insurance coverage purchased by Landlord is not intended to protect tenant against any loss or damage, including but not limited to: burglary, vandalism, fire, smoke or flood. Landlord is not responsible for loss or damage resulting from tenant negligence. Additionally, Landlord is not responsible for any damage to the property caused by tenant and/or all associated guests including but not limited to roommates, family members or guests, whether caused willfully, accidentally or through negligence. Tenant hereby acknowledges that he/she has been advised that Landlord is not responsible for damages to tenant personal property. The policy must meet Landlord's minimum requirements. Failure to comply with this requirement is a material violation of the Lease Agreement. Resident will provide proof of such insurance to Landlord prior to tenancy, and will not be given possession to the Premises until this requirement has been met.

Landlords Minimum Renter's Insurance Requirements:

- a) Coverage of at least \$50,000 in personal liability (bodily injury and property damage) for each occurrence
- b) The premises listed above must be listed as the location of resident insured
- c) Landlord is listed as a certificate holder
- d) Coverage of all furniture, television(s) and other items leased or provided by Stadium Walk Apartments against theft or damage.

Resident Sign and Date

Owner's representative sign and date