

LEASE ADDENDUM

REMEDICATION OF MOLD

TENANT AGREES to use his/her best efforts to prevent any conditions including excessive moisture that could or would create an opportunity for the growth of mold. If tenant allows such conditions to develop, he/she agrees to correct such conditions.

LANDLORD will not be responsible for any conditions allowed or caused by Tenant's conduct that leads to or aggravates the growth of mold. Tenant will indemnify and hold Landlord harmless from any such conduct of the Tenant.

TENANT AGREES to promptly report to Management, in writing, any actual or potential mold problems regardless their cause. Failure to make such a written report will constitute a breach and unconditional waiver and release of any and all claims for any relief, including any alleged damages whether accrued, contingent, suspected or unsuspected, related to or occurring from or out of the unreported conditions.

IN THE EVENT Landlord notifies Tenant that the Landlord intends to remediate the mold in the Tenant's unit, the Tenant will give immediate access to the Landlord to the unit. Should Landlord determine that the Tenant must vacate the unit during the remediation, Tenant will relocate at Landlord's expense to another unit within the Community while the remediation takes place. If there is no unit in the Community available, Landlord shall provide Tenant at Landlord's discretion either:

1. Relocation at Landlord's expense to another nearby Community owned or managed by the Landlord or Management Company; or
2. Termination of the Lease Agreement without penalty or any financial obligation beyond the date of such termination.

Should the Tenant refuse to relocate in accordance with these provisions or interfere with the Landlord's remediation efforts, said action shall constitute a breach of the Lease Agreement and an unconditional waiver and release of any and all claims for any relief, including any alleged damages, whether accrued, contingent, or otherwise, or occurring or arising from or out of exposure to the presence of mold.

LANDLORD may terminate the Lease Agreement and/or evict Tenant immediately upon the Tenant's breach of any provision of this Addendum. Landlord may exercise any one or more of any other remedy available to Landlord under the terms of the Lease Agreement for a breach or at law remedy available to Landlord under the terms of the Lease Agreement for a breach or at law or in equity.

IF the Tenant has presented the Landlord with a written report of an actual mold problem in the unit and IF the Landlord has not within five (5) days inspected said unit or begun remediating the mold in the Tenant's unit or has not provided the Tenant with a Plan of Action for the remediation of the mold in the Tenant's unit, the Tenant may terminate the Lease Agreement without penalty for such termination and without any financial obligation beyond the date of such termination.

NOTHING in this Addendum shall release the Tenant from any obligations or claims related to delinquent and/or past due rent and/or other fees or charges or other amounts due and owing including, without limitation, rent and utility or other similar fees prorated to the date of such termination.

EXCEPT AS SPECIFICALLY STATED HEREIN, all other terms and conditions of the Lease Agreement shall remain unchanged and the provisions of the Lease Agreement shall be applicable to the fullest extent not inconsistent with this Addendum. In the event of any conflict between the terms of this Addendum and the terms of the Lease Agreement, the terms of this Addendum shall control.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Remediation of Mold as Attachment No. 6 of the Lease Agreement as of the day and year first above written.

SIGNATURES:

Tenant(s):

AGENT FOR LANDLORD

DATE

TENANT

DATE

TENANT

DATE