

**APARTMENT LEASE
NOT FURNISHED**

In consideration of the mutual agreements and covenants set forth in this Apartment Lease, Lessor hereby leases to Tenant and Tenant hereby leases from Lessor for use in accordance with paragraph 8 hereof the Apartment Unit designated below, together with the fixtures and accessories belonging thereto, for the below Term. All parties listed below as Lessor and Tenant are herein referred to individually and collectively as Lessor and Tenant respectively.

TENANT(S)
UNIT NO.: **BUILDING:** ABC Apartments
ADDRESS:
CITY, STATE, ZIP: Chicago, Illinois 606xx

LESSOR(S)

-
- Related Management Company, L.P.
- 2 North LaSalle Street, Suite #2300
- Chicago, Illinois 60602-3975
- (312) 726-5600

Length of Time (Term)

DATE OF LEASE	INITIAL TERM OF LEASE	
	BEGINNING	ENDING

Rent

MONTHLY PAYMENT	
Rent	
Other (Specify)	
Other (Specify)	
Total Monthly Payment	\$0.00
<p>Tenant agrees to pay \$0 for the partial month ending on N/A. After that, Tenant agrees to pay rent as set forth in Paragraph 1 of this Lease. Rent and all other monthly payments are due on or before the 1st day of the month.</p>	

DEPOSITS		
SECURITY DEPOSIT	PET DEPOSIT	PARKING DEPOSIT FOR SPACE NO.
Security Deposit Held at: _____		

ADDITIONAL AGREEMENTS AND COVENANTS (including DECORATING AND REPAIRS), if any.

Person authorized to receive notices, demands and service of process.
Name: Jane Doe or current Property Manager
Address:
Phone:

Attachments to the Agreement

Manager: Check all applicable Attachments to this Agreement.	
Tenant(s): Initial all Attachments checked below acknowledging receipt thereof.	
<input checked="" type="checkbox"/>	Attachment No. 1 - Rental Application.
<input checked="" type="checkbox"/>	Attachment No. 2 - Unit Inspection Report.
<input checked="" type="checkbox"/>	Attachment No. 3 - Chicago Residential Landlord and Tenant Ordinance Summary.
<input checked="" type="checkbox"/>	Attachment No. 4 - Security Deposit Receipt.
<input checked="" type="checkbox"/>	Attachment No. 5 - House Rules and Regulations.
<input checked="" type="checkbox"/>	Attachment No. 6 - Smoke/CO Detector Addendum
<input checked="" type="checkbox"/>	Attachment No. 7 - Lead Based Paint Notification (applicable only to buildings constructed prior to 1978).
<input checked="" type="checkbox"/>	Attachment No. 8 - Bed Bug Prevention Brochure.
<input type="checkbox"/>	Attachment No. 9 - Pet Addendum (if applicable).
<input type="checkbox"/>	Attachment No. 10 - CHA RAD Addendum (if applicable).
<input type="checkbox"/>	Attachment No. 11 - Heating Cost Disclosure (if applicable).
<input type="checkbox"/>	Attachment No. 12 - Notice of Conditions Affecting Habitability (if applicable).
<input type="checkbox"/>	Attachment No. 13 - Other (Please describe): _____
<input type="checkbox"/>	Attachment No. 14 - Other (Please describe): _____
<input type="checkbox"/>	Attachment No. 15 - Other (Please describe): _____

TENANT(S) SIGNATURE

OWNER SIGNATURE

Related Management Company, L.P., as Agent

/Date

/Date

/Date

/Date

LEASE AGREEMENTS AND COVENANTS

1. RENT: Tenant shall pay to the Lessor at the above address (or such other address as Lessor may designate in writing) the monthly rent set forth above on or before the first day of each month in advance. THE TIME OF EACH AND EVERY PAYMENT OF RENT IS OF THE ESSENCE OF THIS LEASE. TO COVER LESSOR'S ADDED COSTS FOR LATE PAYMENTS, THE MONTHLY RENT SET FORTH ABOVE SHALL BE INCREASED \$10.00 IF PAID AFTER THE 5TH OF THE MONTH. RENT MAILED IN SHALL BE DEEMED PAID ON DATE OF POSTMARK.

2. POSSESSION: At the commencement of the term of this Lease, Lessor shall deliver possession of the Apartment to Tenant. If Lessor fails to do so within 10 days from the date thereof, this Lease shall terminate unless reaffirmed in writing within an additional 5 days by Tenant. Upon such termination Lessor shall refund all prepaid rent and security, which shall be Tenant's sole remedy. Decorating, if any, to be performed by Lessor shall not be a condition precedent to possession or payment of rent.

3. APPLICATION: The application for this Lease and all representations and promises contained therein are hereby made a part of this Lease. Tenant warrants that the information given by Tenant in the application is true. If such information is false, Lessor may at Lessor's option terminate this Lease by giving Tenant not less than 30 days' prior written notice.

4. PROMISES OF THE PARTIES: The terms and conditions contained herein shall be conclusively deemed the agreement between the Tenant and the Lessor and no modification, waiver or amendment of this Lease or any of its terms, conditions or covenants shall be binding upon the parties unless made in writing and signed by the party sought to be bound.

5. SECURITY DEPOSIT: Tenant has deposited with Lessor the Security Deposit in the amount set forth above for the performance of each and every covenant and agreement to be performed by Tenant under this Lease. Lessor shall have the right, but not the obligation, to apply the Security Deposit in whole or in part as payment of such amounts as are reasonably necessary to remedy Tenant's defaults in the payment of rent or in the performance of the covenants or agreements contained herein. Lessor's right to possession of the Apartment for non-payment of rent or any other reason shall not be affected by the fact that Lessor holds security. Tenant's liability is not limited to the amount of the Security Deposit.

Lessor shall give Tenant written notice of the application of the Security Deposit or any part thereof, and if the application is on account of maintenance, repairs or replacements necessitated by Tenant, said notice shall be made within thirty (30) days of said application and include the estimated or actual cost of the same, attaching estimates or paid receipts. Upon receipt of said notice, if the lease has not been terminated, Tenant shall at once pay to Lessor an amount sufficient to restore the Security Deposit in full. Upon termination of this Lease, full payment of all amounts due, and performance of all Tenant's covenants and agreements (including surrender of the Apartment in accordance with Paragraph 16), the Security Deposit or any portion thereof remaining unapplied shall be returned to Tenant within forty-five (45) days of said termination with interest as provided by law.

In the event of a sale, lease, or other transfer of the Building, Lessor may transfer or assign said Security Deposit to Lessor's grantee, lessee, or assignee. Tenant agrees to look solely to such grantee, lessee, or assignee for the return of said Security Deposit provided said grantee, lessee or assignee assumes, by written undertaking to Lessor, all Lessor's obligations hereunder. The provisions hereof shall apply to each and every sale, lease or other transfer of the Building.

THE SECURITY DEPOSIT SHALL NOT BE DEEMED OR CONSTRUED AS ADVANCE PAYMENT OF RENT FOR ANY MONTH OF THE LEASE TERM.

6. LESSOR TO MAINTAIN:

A. Tenant hereby declares that Tenant has inspected the Apartment, the Building and all related areas and grounds and that Tenant is satisfied with the physical condition thereof. TENANT AGREES THAT NO PROMISES, REPRESENTATIONS, WARRANTIES (EXPRESS OR IMPLIED) OR COVENANTS WITH RESPECT TO THE CONDITION, MAINTENANCE OR IMPROVEMENTS OF THE APARTMENT, BUILDING, OR OTHER AREAS HAVE BEEN MADE TO TENANT EXCEPT THOSE CONTAINED IN THIS LEASE, THE APPLICATION, OR OTHERWISE IN WRITING SIGNED BY LESSOR.

B. Lessor agrees that Lessor will perform work set forth in this Lease within a reasonable time not to exceed 60 days from the commencement of the Term unless otherwise agreed.

C. Lessor covenants that at all times during the Term hereof, the Lessor shall maintain the Apartment and the Building to the following minimum standards:

(1) Effective weather protection, including unbroken windows and doors;

(2) Plumbing facilities in good working order;

(3) A water supply which either under the control of the Tenant is capable of producing hot and cold running water, or under the control of the Lessor produces hot and cold running water, furnished to appropriate fixtures, and connected to a sewerage system;

(4) Heating (and, if furnished, air conditioning and ventilation) facilities in good working order which, if under the control of the Tenant, are capable of producing heat, or, if under the control of the Lessor, produce heat (and, if furnished, air conditioning and ventilation) in fixtures provided (and no other) within reasonable accepted tolerances and during reasonable hours. (In the case of heat, minimum tolerances shall be those established by municipal code.);

(5) Gas and/or electrical appliances which are supplied by Lessor in good working order, and appropriate gas piping and electrical wiring system to the extent existing in the Building maintained in good working order and safe condition;

(6) Building, grounds and areas under the control of the Lessor in clean, sanitary and safe condition free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin;

(7) Adequate and appropriate receptacle(s) for garbage and rubbish, and, if under the control of the Lessor, in clean condition and good repair;

(8) Floors, stairways, and railings and common areas in good repair;

(9) Apartment floors, walls and ceilings in good repair and safe condition; and

(10) Elevators (if existing) in good repair and safe condition.

D. It is, however, understood and agreed that buildings are physical structures subject to aging, wear, tear, abuse, inherent defects, and numerous forces causing disrepair or breakdown beyond Lessor's reasonable control, and that components and skilled workmen are not always immediately available. It is therefore understood and agreed that Lessor's delay in performing agreements set forth in Paragraph 6B, interruptions in services provided by Lessor, breakdowns of equipment or disrepair caused by (1) conditions caused by Tenant, members of Tenant's household, guests or other persons on the premises with Tenant's consent, or other tenants; (2) Tenant's unreasonable refusal of or other interference with entry of Lessor or Lessor's workmen or contractors into the Apartment or Building for purposes of correcting defective conditions; (3) lack of reasonable opportunity to Lessor to correct defective conditions; (4) conditions beyond Lessor's reasonable control, including strikes or lockouts; (5)

Lessor's not having actual knowledge of such defective conditions; or (6) Lessor's having exercised due care but such defective condition(s) continuing to persist, shall not be considered a breach of the terms of this Lease and shall be defenses to any action against Lessor for breach of covenant based upon the duties of Lessor to maintain the Apartment or Building. Except as otherwise provided by law, Lessor's failure or inability to make repairs or provide services in any of the just described circumstances shall not in any event form the basis of any claim or set-off for damages against Lessor nor a basis for an abatement of rent nor a cause for termination of the Lease.

E. Nothing herein contained shall, in the event of fire, explosion or other casualty, impose upon Lessor any obligation to make repairs which are more extensive or different from those required by the provisions of Paragraph 15 of this Lease (Fire & Casualty).

7. UTILITIES: Unless otherwise agreed in writing, if the Apartment is individually metered, payment to the utility company or authorized metering agency of the applicable charges for gas, electricity or water consumed by the Tenant in the Apartment, including, if applicable, current used for electric heating, ventilation, air conditioning, hot water, etc., shall be Tenant's sole responsibility.

8. TENANT'S USE OF APARTMENT: The Apartment shall be occupied solely for residential purposes by Tenant, those other persons specifically listed in the Application for this Lease, and any children that may be born to or legally adopted by Tenant during the Term. Any change in Tenant's household composition must be immediately reported to the Lessor. Unless otherwise agreed in writing, Tenant's household occupancy shall not exceed two persons per bedroom. Unless otherwise agreed in writing, guests of Tenant may occupy the Apartment in reasonable numbers for no more than three weeks each during each year of the Term hereof. Neither Tenant nor any of Tenant's guests shall perform or permit any practice that may damage the reputation of or otherwise be injurious to the Building or neighborhood, or be disturbing to other tenants, be illegal, or increase the rate of insurance on the Building.

9. GENERAL RESTRICTIONS: Tenant agrees that Tenant, Tenant's guests and other household members shall not engage in or permit any activity or behavior in any dwelling unit, in the common areas or in, on, or around the project grounds that is unlawful (including but not limited to the possession, use or sale of illegal drugs, and disturbances or acts of violence or vandalism), or damages or destroys any dwelling unit, the common areas or the project grounds, or adversely affects the health, safety or well being of, or otherwise disturbs the right of any Tenant to the quiet enjoyment of the leased premises and related project facilities, or disrupts or interferes with the management of the project.

10. TENANT'S UPKEEP AND WORK REQUIREMENT: Tenant covenants to perform the following obligations during the term hereof: (A) maintain the Apartment and appurtenances in a clean, sanitary and safe condition; (B) dispose of all rubbish, garbage and other waste in a clean and sanitary manner from the Apartment to the refuse facilities; (C) properly use and operate all appliances, electrical, gas and plumbing fixtures; (D) not place in the Apartment or Building any furniture, plants, animals, or any other things which harbor insects, rodents, or other pests; (E) keep out of the Apartment and Building materials which cause a fire hazard or safety hazard and comply with requirements of Lessor's fire insurance carrier; (F) not destroy, deface, damage, impair, or remove any part of the Building or Apartment or facilities, equipment or appurtenances thereto; (G) prevent any person in the Apartment or Building with Tenant's permission from violating any of the foregoing Tenant obligations; and (H) except as otherwise designated in Section 28 hereafter, Tenant's household either qualifies as and remains "Working" or "Exempt from Working," as applicable, as each term is defined in Section 28 hereafter. Tenant shall not suffer or commit any waste in or about the Apartment or Building and shall at Tenant's expense keep the Apartment in good order and repair (except to the extent Lessor has in this Lease agreed to do so). On termination of this Lease, Tenant shall return the Apartment to Lessor in like condition, reasonable wear excepted. Tenant agrees to pay Lessor for all expenses incurred by Lessor in repairing damage to the Apartment, Building, or other common areas due to Tenant's conduct or neglect.

11. ALTERATIONS, ADDITIONS, FIXTURES, APPLIANCES, PERSONAL PROPERTY: Tenant shall make no alterations or additions nor install, attach, connect, or maintain in the Apartment or any part of the Building, interior or exterior, major appliances or devices of any kind without in each and every case the written consent of the Lessor and then, if granted, only upon the terms and conditions specified in such written consent. All alterations, additions and fixtures (including security devices) whether temporary or permanent in character, made by Lessor or Tenant, in or upon the Apartment shall, unless otherwise agreed or unless Lessor requests their removal, become Lessor's property and shall remain in the Apartment at the termination of the Lease without compensation to Tenant. The foregoing notwithstanding, neither Lessor nor Lessor's insurance carrier shall be liable to Tenant for the replacement of such alteration, addition or fixtures in the event of casualty loss. If Lessor shall permit or demand removal, Tenant shall put that part of the Apartment into like condition as existed prior to the installation of such alteration, addition, or fixture.

12. ACCESS: Lessor reserves the right in accordance herewith to enter the Apartment in order to inspect same, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the Apartment to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors, or as is otherwise necessary in the operation and/or protection of the Building, its components or persons therein. At Lessor's discretion, Lessor shall be provided with and may retain and use copies of any keys necessary for access to the Apartment. In the event of apparent or actual emergency, Lessor may enter the Apartment at any time without notice. At any time during the term hereof, Lessor may, after a single general notice and as often as necessary after 48 hours from the delivery of said single notice, and without limitation to days, show the Apartment for rent between the hours of 8 AM and 8 PM on not less than 15-minute specific notice if Tenant or any other person is in the Apartment. At all other times entry shall be in accordance with agreement with Tenant or if same is impractical or refused, after 48 hours' notice and only during the period of 8 AM to 8 PM Monday through Saturday. In the event of the willful or negligent breach of this provision, the non-breaching party shall at once be entitled to actual damages and an injunction, if necessary, to prevent continuation of such breach.

13. ASSIGNMENT AND SUBLETTING: Tenant shall not sublet or assign the unit or any part of the unit.

14. ABANDONMENT: Abandonment of the Apartment shall be deemed to have occurred when (A) Tenant gives Lessor actual notice of Tenant's intention to abandon the Apartment; (B) all persons entitled to occupy the Apartment under this Lease are absent from the Apartment for 21 days or for one rental period if the rental period is less than one month, and such persons have removed their personal property from the Apartment, and rent for that period is unpaid; or (C) all persons entitled to occupy the Apartment under this Lease are absent for a period of 32 days and rent for that period is unpaid. Notwithstanding the above, if Tenant provides Lessor with a written notice that Tenant still intends to occupy the Apartment and Tenant makes full payment of all amounts due Lessor, no abandonment shall be deemed to have occurred. After 7 days from abandonment, Tenant shall be

conclusively deemed to have abandoned any personal property remaining in the Apartment and Tenant's title thereto shall thereby pass under this Lease as a bill of sale to Lessor without additional payment or credit by Lessor to Tenant.

15. FIRE AND CASUALTY:

A. If the Apartment is only partially damaged by fire or casualty and is habitable, and the Lessor makes full repairs within 60 days, this Lease shall continue without abatement or apportionment of rent (unless otherwise permitted by law).

B. If the Apartment is damaged or destroyed by fire or casualty and rendered (1) uninhabitable, (2) continued occupancy would be illegal, or (3) Lessor informs Tenant that Lessor will make repairs but does not within a reasonable time, Tenant may immediately vacate the Apartment and notify Lessor in writing within 5 days thereafter of Tenant's intent to terminate, in which case this Lease shall terminate as of the date of fire or casualty and all prepaid rent and unapplied Security Deposit shall be returned to Tenant.

16. TERMINATION AND RETURN OF POSSESSION:

A. Upon the termination of this Lease, whether by lapse of time or otherwise, or upon termination of Tenant's right of possession without termination of this Lease, Tenant shall yield up immediately possession to Lessor and deliver all keys to Lessor at the place where rent is payable, or as otherwise directed by Lessor. The mere retention of possession thereafter shall constitute a forcible detainer. Lessor shall have the right and license with process of law (and if Tenant abandons the Apartment, Tenant grants Lessor and Lessor shall have such right and license with or without process of law) to enter into the Apartment and to be returned the Apartment as of Lessor's former estate and to take possession of the Apartment and to expel and remove Tenant and any others who may be occupying or within the Apartment and any and all property from the Apartment, without relinquishing Lessor's right to rent or any other right given to Lessor hereunder or by operation of law. If Tenant abandons the Apartment and Lessor exercises the right and license to enter without process of law, Lessor may use such force as may be necessary without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer.

B. Tenant agrees that in the event Tenant fails to vacate the Apartment upon termination of this Lease or Tenant's right of possession that:

(1) Tenant shall pay as liquidated damages for the entire time that possession is withheld a sum equal to three times the amount of rent herein reserved, pro rated per day of such withholding, or Lessor's actual damages if same are ascertainable; or

(2) Lessor, at its sole option, may, upon giving Tenant written notice, extend the term of this Lease for a like period of time not to exceed one year but at a rent equal to 120% of the rent then in effect; or

(3) If Lessor fails to notify Tenant within 45 days of said termination date of Lessor's election under either (1) or (2), Tenant's continued occupancy shall be for a month-to-month term. Tenant shall also compensate Lessor for any damages, costs, and expenses incurred by Lessor by virtue of Tenant's failure to vacate the Apartment in accordance with the terms of this Lease.

(4) No action or non-action by Lessor except as herein provided shall operate as a waiver of Lessor's right to terminate this Lease or Tenant's right of possession nor operate to extend the term hereof.

17. EMINENT DOMAIN (CONDEMNATION): If the whole or any substantial part of the Building is taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Building, the term of this Lease shall at the option of the Lessor or the condemning authority be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose and Lessor shall be entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date of Tenant's vacating as the result of said termination.

18. SUBORDINATION: Tenant shall not do any act that shall encumber Lessor's title to the Premises, and if Tenant causes a lien to be placed on the title, or premises, Lessor may discharge the lien and Tenant shall reimburse Lessor any amounts so incurred by Lessor as a result thereof. This Lease is not to be recorded and is subordinated to any present or future mortgages on the real estate (or any part of it) upon which the Building is situated and to all advances upon the security of such mortgages.

19. LEASE BINDING ON HEIRS, ETC.: All covenants and agreements of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of Lessor and Tenant, subject to the restrictions set forth in Paragraph 13 hereof, except that where there are only one or two persons named or remaining as Tenants herein, then in the event of the death of one or both Tenant(s), the surviving Tenant and/or the heirs or legal representatives of the deceased Tenant may terminate this Lease at the end of any calendar month within 120 days of said occurrence by giving Lessor not less than 30 days' prior written notice.

20. NOTICES: Notices, including those provided by statute or local ordinance, shall be in writing and served by delivery (A) in person or (B) by (1) United States regular or (2) certified or registered mail, postage prepaid, at the addresses shown for Lessor and Tenant at the beginning of this Lease or at such other addresses as either party may designate to the other party by written notice. If service is by mail, the mailing shall be deemed delivery and the date of mailing the date of delivery. Notices served in person on Tenant may be served if left with some person residing in or in possession of the Apartment above the age of 12 years, and in the event of an apparent abandonment, then notice may be served by posting same on the door to the Apartment in addition to (B) above. Notices served in person on Lessor may be served on any office employee of Lessor.

21. RULES AND REGULATIONS: The rules and regulations at the end of this Lease shall be a part of this Lease. Tenant covenants and agrees to keep and observe these rules and regulations. Tenant also covenants and agrees to keep and observe such further reasonable rules and regulations as may be attached to and made a part of this Lease or later be promulgated by Lessor or Lessor's agent for the necessary, proper and orderly care of the Building (provided such later rules do not materially change the terms contained in the body of this Lease).

22. TENANT TO INSURE POSSESSIONS: Lessor is not an insurer of Tenant's person or possessions. Tenant agrees that all of Tenant's person and property in the Apartment or elsewhere in the Building shall be at the risk of Tenant only, and that Tenant will carry such insurance as Tenant deems necessary therefor. Tenant further agrees that, except for the negligent acts or willful misconduct of Lessor, its agents or employees, neither Lessor, nor its agents and employees, shall be liable for any damage to the person or property of Tenant or any other person occupying or visiting the Apartment or Building, sustained due to the Apartment or Building or any part thereof or any appurtenance thereof becoming out of repair (as example and not by way of limitation, damage caused by water, snow, ice, frost, steam, sewerage, sewer gas or odors, heating, cooling, and ventilating equipment, bursting or leaking pipes, faucets, and plumbing fixtures, mechanical breakdown or failure, electrical failure, security services or devices or mailboxes being misused or becoming temporarily out of order, and fire), or due to the happening of any

accident in or about the Building, or due to any act or neglect of any other Tenant or occupant of said Building or any other person.

23. REMEDIES CUMULATIVE, NON-WAIVER:

A. (1) All rights and remedies given to Tenant or to Lessor shall be distinct, separate, and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law, unless specifically limited or waived in this Lease; (2) no waiver of any breach or default of either party hereunder shall be implied from any omission by the other party to take any action on account of any similar or different breach or default; (3) the payment or acceptance of money after it falls due after knowledge of any breach of this Lease by Lessor or Tenant, the termination in any way of the Term or of Tenant's right of possession hereunder, or after the service of any notice, or after the commencement of any suit, or after final judgement for possession of the Apartment shall not reinstate, continue, or extend the Term of this Lease nor affect any such notice, demand or suit or any right hereunder not expressly waived; (4) no express waiver shall affect any breach other than the breach specified in the express waiver and then only for the time and to the extent therein stated.

B. Tenant's obligation to pay rent during the Term or any extension thereof or any holdover tenancy shall not be waived, released or terminated by the service of any five-day notice, demand for possession, notice of termination of tenancy, institution of any action or forcible detainer, ejectment or for any judgement for possession, or any other act or acts resulting in termination of Tenant's right of possession.

24. LESSOR'S REMEDIES:

A. If Tenant (1) defaults in the payment of any single installment of rent or in the payment of any other sum required to be paid under this Lease or under the terms of any other agreement between Tenant and Lessor and such default is not cured within 5 days of written notice; or (2) defaults in the performance of any other covenant or agreement hereof, and such default is not cured by Tenant within 10 days after written notice to Tenant from Lessor (unless the default involves a hazardous condition which shall be cured forthwith); then Lessor may treat such event as a breach of this Lease and Lessor shall have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:

(a) Lessor may terminate this Lease and the term created hereby, in which event Lessor may forthwith repossess the Apartment in accordance with Paragraph 16(A) hereof and Tenant agrees to pay Lessor damages in an amount equal to the amount of rent provided in this Lease to be paid by Tenant for the balance of the term as set forth in this Lease, and, in addition, any other sum of money and damages owed by Tenant to Lessor.

(b) Lessor may terminate Tenant's right of possession and may repossess the Apartment in accordance with Paragraph 16(A) hereof without further demand or notice of any kind to Tenant and without such entry and possession terminating this Lease or releasing Tenant in whole or in part from Tenant's obligation to pay rent hereunder for the full Term. Upon and after such entry into possession without termination of this Lease, Lessor may, but need not, make repairs, alterations and additions in or to the Apartment and redecorate, all under the same terms and conditions as set forth in Paragraph 13 hereof. Tenant shall on demand pay to Lessor damages and all Lessor's expenses of reletting as set forth and described in Paragraph 13 hereof. If the consideration collected by Lessor from any such reletting for Tenant's account is not sufficient to pay the amount provided in the Lease to be paid monthly by Tenant together with all such expenses, Tenant shall pay to Lessor, as damages, the amount of each monthly deficiency. Tenant agrees that Lessor may from time to time file suit to recover any such sums falling due under the terms of this paragraph and that no suit or recovery of any portion due Lessor hereunder shall be a defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Lessor except that Lessor shall not be permitted more than one recovery in the aggregate amount so due.

B. If Tenant is the subject of an involuntary proceeding under any section of any bankruptcy act and any court or tribunal shall adjudge Tenant insolvent or unable to pay Tenant's debts and such order is not vacated within 30 days after its entry, or if Tenant files any voluntary petition or similar proceedings under any section of any bankruptcy act in any court or tribunal to delay or reduce or modify Tenant's debts or obligations, or if Tenant is declared insolvent according to law, or if any assignment of Tenant's property shall be made for the benefit of creditors, or if any receiver or trustee is appointed for Tenant or his property, this Lease shall automatically terminate without need of an election by Lessor and Lessor's remedy shall be set forth in Subparagraph A above.

C. Tenant shall pay Lessor all Lessor's costs, expenses and attorneys' fees as provided for by court order, or local or state statute or ordinance, in and about the enforcement of the covenants and agreements of this Lease.

25. OTHER AGREEMENTS:

A. The headings or captions for paragraphs are for identification purposes only and do not limit or construe the contents of the paragraphs.

B. "Lessor" as used herein shall refer to the person, partnership, corporation, limited liability company or trust herein above set forth in that capacity. If such person be designated an agent, Lessor shall also refer to and include the principal. Obligations and duties to be performed by Lessor may be performed by Lessor, its agents, employees or independent contractors. Only Lessor or its designated agent may amend or modify this Lease or Lessor's obligations thereunder.

C. All rights and remedies of Lessor under this Lease, or that may be provided by law, may be exercised by Lessor in Lessor's own name individually, or in Lessor's name by Lessor's agent, and all legal proceedings for the enforcement of any such rights or remedies, including distress for rent, forcible detainer, and any other legal or equitable proceedings, may be commenced and prosecuted to final judgement and execution by Lessor in Lessor's own name individually, or by agent of any Lessor who is a principal.

D. Tenant agrees that Lessor may at any time and as often as desired assign or re-assign all of its rights as Lessor under this Lease.

E. The words "Lessor" and "Tenant" as used herein shall be construed to mean plural where necessary and the necessary grammatical changes required to make the provisions hereof apply to corporations or persons, women or men, shall in all cases be assumed as though in each case fully expressed.

F. The obligations of two or more persons designated Tenant in this Lease shall be joint and several. If there be more than one party named as Tenant, other than children in a family, all must execute this Lease and any modification or amendment hereto.

G. "Apartment" used herein shall refer to the dwelling unit leased to Tenant.

H. Tenant's occupancy and use of any storeroom, storage area, parking space or garage space in or about Building shall be as licensee only. Tenant understands that due to the construction, location and use of any storeroom, storage area or garage space, Lessor cannot and shall not be liable for any loss or damage of or to any property placed therein. **DO NOT STORE VALUABLE ITEMS IN SUCH AREAS.** The termination of this Lease for any reason shall also serve to terminate Tenant's right to use such storeroom, storage area, parking space or garage space.

I. "Building" as used herein shall include the entire physical structure located at and about the address hereinabove stated, including machinery, equipment and appurtenances which are a part thereof, grounds, recreational areas and facilities, garages and out-buildings, and other apartment buildings which form a complex owned and operated as a single entity.

J. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provision.

26. TAX CREDIT COMPLIANCE: Tenant understands and acknowledges that the leased premises, including the Apartment and the Building, are subject to the requirements and regulations of the Low Income Housing Tax Credit Program (LIHTC Program) and Tenant agrees to comply with the requirements thereof. Tenant understands that under the LIHTC Program occupancy at the Building is restricted to tenants who meet certain required income limit criteria and that Tenant shall be required to provide to Lessor, and certify as to the accuracy of information regarding Tenant's income and assets at initial occupancy and from time to time, but no less than annually, thereafter. Tenant's failure to provide said information or to allow Lessor to verify such information at any time requested by Lessor, or Tenant's failure to sign any necessary verification or certification required under the LIHTC Program, shall be considered a material breach of the Lease and shall be grounds for termination of tenancy. In addition, as defined under the LIHTC Program requirements in Section 42 of the Internal Revenue Code, unless certain specific exceptions are met, Tenant's household cannot be comprised entirely of full time students (the "LIHTC Student Rule"). If, at any time during the term of the Lease, it is determined that the household does not meet the requirements of the LIHTC Student Rule, it shall be considered a material breach of the Lease and shall be grounds for termination of tenancy.

27. RAD UNITS. The following provisions of this Lease apply to any Apartment designated as a RAD Unit and to which a project-based Section 8 voucher applies.

A. The Addendum to Rental Assistance Demonstration Program (RAD) Lease for RAD Residents in Mixed-Income Developments, where attached hereto as an Addendum and as identified on the first page of the Lease (the "RAD Addendum") is an integral part of this Lease and is incorporated herein by reference. In the event of any conflict between the terms of this Lease and the RAD Addendum, the RAD Addendum shall control as provided therein.

B. The following terms in the RAD Addendum have the following meanings:

1. "Lease Agreement" means this Apartment Lease Not Furnished.
2. "RAD Unit" means any Apartment that is subject to the Rental Assistance Demonstration Program between the Owner and the United States of America, acting through the Secretary of Housing and Urban Development ("HUD"). The Rental Assistance Demonstration program was created by the Consolidated and Further Continuing Appropriations Act, 2012 (Public Law 112-55), as amended, and was developed and administered by HUD.
3. "Housing Choice Voucher" means a tenant-based Section 8 rental assistance voucher issued pursuant to HUD's Housing Choice Voucher Program created under the United States Housing Act of 1937, 42 United States Code Section 1437, as amended, and its implementing regulations 24 Code of Federal Regulations Section 982.
4. "RAD Grievance Procedure" means the Chicago Housing Authority Grievance Procedure for the Rental Assistance Demonstration (RAD) Program.
5. "Management" and "Management Agent" means any property manager or property management agent hired by Owner (Lessor) concerning the Apartment or Building.
6. "Income-Based Rent" means a monthly rent payment that is calculated based upon a household's adjusted income. A household's adjusted income is determined in accordance with 24 Code of Federal Regulations 5.611.
7. "Total Tenant Payment" means the highest of the following amounts, rounded to the nearest dollar: (a) 30 percent of the family's monthly adjusted income; (b) 10 percent of the family's monthly income; (3) if the family is receiving payment for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments so designed, and (d) the minimum rent for section 8 programs established at 24 Code of Federal Regulations 5.630(a).
8. "Public Requirements" means all statutory, regulatory and administrative guidance, including the policies and procedures of HUD and the Chicago Housing Authority, relating to (i) the RAD Units and the Rental Assistance Demonstration Program, and (ii) the project-based voucher Section 8 program.

28. WORKING AND EXEMPT FROM WORKING: DEFINITIONS

The Tenant's household qualifies as "Working" when the adult member(s) of the household age 18 or older, including a member between ages 17 and 18 if the member has dropped out of school, are:

- (a) employed;
- (b) enrolled and consistently attending a regular program of education, including general equivalency diploma classes, secondary or post-secondary education, or English proficiency or literacy classes;
- (c) engaged in a verified job search and/or regularly attending employment counseling;
- (d) participating in basic employment skills training; and/or
- (e) engaged in verified volunteer community service opportunities with a bona fide charitable non-profit corporation registered with the State of Illinois; *and*

the cumulative average number of hours engaged in work or in qualifying work-related activities described above by such adult household member(s) is, on a weekly basis, not less than thirty (30), provided that no more than fifteen (15) volunteer community service hours may be counted towards the thirty (30) hour cumulative weekly requirement.

Tenant's household qualifies as "Exempt from Working" when the adult member(s) meet one or more of the following exemption criteria:

- (a) each adult member is at least 62 years of age or older;
- (b) at least one adult member has a verified disability that precludes working;

- (c) at least one adult member is a verified primary caregiver for a person with a verified disability; *or*
- (d) either adult member receives a pension or the adult members have sufficient assets to meet all rent obligations for the term of the lease.

The requirements of this paragraph 28 shall not apply upon initial lease signing for residents who, immediately prior to their occupancy under this Lease, resided at Lathrop Homes under the CHA's RCC program. Such residents hereby agree that their household must be Working or Exempt from Work by the first anniversary of the effective date of this Lease and thereafter in accordance with Section 10(H) above.