HOME Investment Partnerships Program  
Community Development Block Grant  
Rental Assistance Contract

This Tenant Based Rental Assistance contract (the “Contract”) is entered into between the City of North Miami ("Program Administrator"), Aliro Reserve LLC f/k/a BRE Portofino MF Property Owner LLC ("Owner"), and Andre Minto-Coley ("Tenant") as of the “Contract Start Date” as such terms are identified in Exhibit A, Project Specific Information, attached to and incorporated within this Contract.

SECTION 1 – OVERVIEW

This Contract outlines the roles, responsibilities, and obligations of the Program Administrator, Owner, and Tenant under an emergency Tenant Based Rental Assistance (“ETBRA”) Program (the “Program”), as described herein, funded by the City of North Miami (the “PJ”), which is a participating jurisdiction under the HOME Investment Partnerships Program (“HOME”) administered by the United States Department of Housing and Urban Development ("HUD") pursuant to 24 CFR part 92.

The purpose of the Program is to provide emergency housing assistance to assist the Tenant who has experienced financial hardship as a result of the COVID-19 pandemic pursuant to various flexibilities provided for in a HUD memorandum entitled “Suspensions and Waivers to Facilitate Use of HOME-Assisted Tenant-Based Rental Assistance (TBRA) for Emergency and Short-term Assistance in Response to COVID-19 Pandemic,” issued on April 10, 2020, as amended (the “April 2020 TBRA Memo”) and extended through September 30, 2021 (the “extended waiver period”) on December 4, 2020.

In accordance with the terms of this Contract and Program requirements, the Program Administrator has reviewed the lease agreement for the housing unit identified in Exhibit A (the “Unit”) and will make a Rental Assistance Payment for three (3) months not to exceed Four Thousand Dollars ($4,000.00) to the Owner for the Unit. Under the Program, the Tenant will reside in the Unit according to the terms and conditions of the lease, included as Exhibit B (the “Lease”) and this Contract. The Owner has leased the unit to the Tenant and will continue to lease the Unit to the Tenant for occupancy with assistance under the Program, according to the terms and conditions of the Lease and this Contract.

SECTION 2 – TERM OF THIS CONTRACT

The term of this Contract commences on the Contract Start Date and ends on the earliest of (i) the “Contract End Date” identified in Exhibit A, (ii) the date upon which the Lease expires or is terminated, or (iii) the date upon which this Contract is terminated by the Program Administrator as a result of default by the Owner or Tenant. The term of this Contract may not extend beyond September 30, 2021, unless HUD extends the waiver authority provided by the April 10, 2020 Memorandum extended by the December 4, 2020 Memorandum (the “extended waiver period”), in which case the Parties may agree to extend the Term of this Contract to no later than such new time as HUD’s waiver of the TBRA requirements in 24 CFR 92.209 expires.

SECTION 3 – HOME ASSISTANCE TO BE PROVIDED

The right of either the Owner or Tenant to receive TBRA Program assistance under this Contract is, at all times, subject to each party’s compliance with this Contract’s terms and requirements.

IWO #20-594 (JLW)  
Andre Minto-Coley
Rental Assistance Payment
The rent due each month to the Owner under the Lease is identified in Exhibit A (the “Contract Rent”).
The Owner shall not increase the Contract Rent during the term of this Contract.

Owner/Representative Initials: 

The Program Administrator will provide a one time “Rental Assistance Payment” in the amount identified in Exhibit A to the Owner on behalf of the Tenant. The Rental Assistance Payment will be credited against the Contract Rent otherwise due under the Lease.

The Tenant is responsible to the Owner for the “Tenant Contribution” identified in Exhibit A and any additional amounts due under the Lease not covered by the Rental Assistance Payment. Neither the Program Administrator nor the PJ assumes any obligation for the Tenant Contribution due monthly to the Owner, or the payment of any claim by the Owner against the Tenant. The Program Administrator’s Rental Assistance Payment obligation is limited to making payment in the amount identified in Exhibit A on behalf of the Tenant to the Owner in accordance with this Contract.

SECTION 4 – OWNER REQUIREMENTS

4.1 Owner Certification
During the term of this Contract, the Owner certifies that:

a) The Owner will, at all times, maintain the Unit and premises, including common areas accessible to the Tenant, in decent, safe, and sanitary condition and compliant with applicable state or local codes and rental housing requirements; and
b) The Owner will comply in all material respects with this Contract; and
c) The Unit is leased to and, to the best of the Owner’s knowledge, is occupied by the Tenant; and,
d) Owner has taken no action and will not take any action to terminate the Lease and cause the Tenant to vacate the Unit without providing written notice of such action to the Tenant and the Program Administrator; and
e) Other than the Tenant’s Contribution, the Owner has not received and will not receive any payments or other consideration (from the Tenant, HUD, or any other public or private source) for rental of the Unit during the Term of this Contract except as identified in Exhibit A; and
f) To the best of the Owner’s knowledge, the Unit is used solely as the Tenant’s principal place of residence; and
g) The Tenant does not own or have any interest in the Unit; and
h) The Owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the family of the Tenant, unless the Program Administrator has determined (and has notified the Owner and the Tenant of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

4.2 Rental Assistance Payments and Overpayment
The right of the Owner to receive payments under this Contract shall be subject to compliance with this Contract’s provisions. The Owner agrees that, absent written notice to the Program Administrator and
return of the Rental Assistance Payment, acceptance of the Rental Assistance Payment shall be conclusive evidence that the Owner received the full amount due.

Throughout the term of this Contract, Owner agrees to waive any late fees associated with the Rental Assistance Payment, provided that such payment is issued by the Program Administrator by the agreed upon date.

Owner/Representative Initials: 

If the Program Administrator determines that the Owner was not entitled to any payments received, in addition to other remedies, the Program Administrator may require Owner to refund any overpayment to the Program Administrator.

4.3 Property Standards
Owner must maintain the Unit, and any common areas of the property accessible to the Tenant under the Lease, in decent, safe and sanitary condition and comply with all applicable state or local codes and requirements for rental properties.

Upon notice by the Program Administrator following any inspection (whether conducted in-person or virtually in accordance with the Program guidelines), Owner will promptly correct any violations of Program requirements and this Contract. If the Owner fails to correct such violations, the Program Administrator may terminate this Contract and the Rental Assistance Payment even if the Tenant continues occupancy under the Lease.

Owner/Representative Initials: 

4.4 Lead Based Paint
In accordance with 24 CFR 92.355, Owner will incorporate ongoing lead-based paint maintenance activities into regular building operations and will maintain all painted surfaces in the Unit and common areas accessible by the Tenant, conduct visual assessment of painted surfaces at least annually, and stabilize deteriorated paint following safe work practices.

4.5 Prohibition of Discrimination
In accordance with applicable equal opportunity statutes, Executive Orders, and regulations:
   a) The Owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with this Contract. Eligibility for HUD’s programs, including this Program, must be made without regard to actual or perceived sexual orientation, gender identity, or marital status; and
   b) The Owner must cooperate with the Program Administrator and HUD in conducting any equal opportunity compliance reviews and complaint investigations in connection with this Contract; and
   c) The Owner must comply with the Violence Against Women Act, as amended, and HUD’s implementing regulation at 24 CFR part 5, Subpart L, and HOME Program regulations.

4.6 Inspections, Records, and Cooperation
The Owner agrees to provide any information pertinent to this Contract which the Program Administrator, PJ, or HUD may reasonably require. Further, upon reasonable notice to the Owner, Owner agrees to
provide access to the Program Administrator, PJ, HUD, or their representatives to the Unit, the property on which the Unit is located, and the Owner’s records (wherever located) relevant to this Contract and compliance with Program requirements. The Owner further agrees to provide access to such records to the Comptroller General of the United States (commonly known as the Government Accountability Office or “GAO”). The Owner must grant access to relevant computerized or other electronic records and to any computers, equipment, or facilities containing such records, and must provide any information or assistance needed to access the records. Such rights to inspect and review will not expire until five (5) years after the date of expiration or termination of this Contract.

SECTION 5 – TENANT REQUIREMENTS

5.1 Tenant Certification and Representations
During the term of this Contract, Tenant hereby certifies that:

   a) Tenant has truthfully and fully disclosed all information required by the Program Administrator in Tenant’s application for assistance, including but not limited to disclosure of all household income; and
   b) The Unit is the Tenant’s primary place of residence; and
   c) Other than the Rental Assistance Payment, the Tenant has not received and will not receive any payments or other consideration (from a federal agency or any other public or private source) for rental of the Unit during the Term of this Contract other than those disclosed to the Program Administrator in the application for assistance or as otherwise required herein; and
   d) Tenant has not and will not sublet the Unit, allowed undisclosed persons to occupy the Unit as part of the Tenant’s household; and
   e) The Tenant does not own or have any interest in the Unit; and,
   f) The Tenant (including a principal or interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the Owner’s family, unless the Program Administrator has determined (and has notified the Owner and the Tenant of such determination) that approving assistance to the Tenant, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities; and
   g) As of the date of this Contract, the Tenant’s household occupying the unit includes the following members:

<table>
<thead>
<tr>
<th>Name (First, M., Last)</th>
<th>Party to Lease</th>
<th>Minor/Under 18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andre Minto-Coley</td>
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5.2 Tenant Obligations
During the term of this Contract, Tenant will:

   a) Promptly pay, when due, any portion of the Contract Rent (or other fees due to the Owner under the Lease) not paid by the Rental Assistance Payment; and
   b) Comply with the Lease in all material respects; and
   c) Promptly notify the Program Administrator of (i) any intention to terminate the Lease and/or vacate the Unit or (ii) the presence of any physical deficiencies in the Unit that present an immediate danger to health and safety (e.g. electrical shorts, gas leaks, etc.) that have not been addressed by the Owner; and
d) Pursuant to the Lease and the Contract, provide access to the Unit to the Program Administrator, PJ, HUD, or their authorized representatives for the purpose of conducting inspections; and
e) Provide such information or documentation required by the Program Administrator, PJ, or HUD to determine compliance with this Contract, Program requirements, or other applicable federal laws and regulations; and
f) Provide prompt notice to the Program Administrator of the anticipated receipt of other rental assistance from any other source whether public or private, including but not limited to the Section 8 Housing Choice Voucher Program.

SECTION 6 – PROGRAM ADMINISTRATOR ROLE
The Program Administrator will (i) determine Tenant and Owner’s eligibility for participation in the Program, (ii) monitor Tenant and Owner’s compliance with the terms of this Contract, the Program, and HOME regulations, and (iii) provide HOME Assistance to or on behalf of the Tenant as described herein.

The Program Administrator does not assume any responsibility for, or liability to, any person injured as a result of either the Owner or Tenant’s action or failure to act in connection with the implementation of this Contract or as a result of any other action or failure to act by either the Owner or Tenant.

The Owner is not the agent of the Program Administrator and this Contract does not create or affect any relationship between the Program Administrator and any lender to the Owner, or any suppliers, vendors, employees, contractors, or subcontractors used by the Owner in connection with this Contract.

The Program Administrator does not guarantee and is in no way responsible to the Owner for Tenant’s performance under the Lease or for any damages of any sort caused by the Tenant’s action or failure to act under the Lease.

Nothing in this Contract shall be construed as creating any right of:
   a) The Tenant to enforce this Contract against the Owner; or
   b) The Owner to enforce this Contract against the Tenant; or
   c) For either the Owner or Tenant to make any claim against HUD or PJ; or
   d) For either Owner or Tenant to make any claim against the Program Administrator other than for the payment of the Rental Assistance Payment due under this Contract.

Other than any rights claimed by HUD to pursue claims, damages, or suits of any sort, nothing in this Contract will be construed to give any third party a right to pursue any claims against HUD, PJ, or the Program Administrator under this Contract.

SECTION 7 – MODIFICATIONS TO LEASE
Notwithstanding any other provisions in the Lease, during the term of this Contract Owner and Tenant mutually agree that:

   a) Termination of Tenancy. Any termination of the lease must also comply with all applicable state or local laws, ordinances, regulations, or similar requirements, including as may be applicable emergency orders restricting evictions during declared emergencies or disasters; and

Owner/Representative Initials:  
Tenant Initials:  

Andre Minto-Coley
SECTION 8 — DEFAULT AND ENFORCEMENT

8.1 Default
Any of the following will be deemed a default under this Contract:

a) Any violation of this Contract by the Tenant or Owner; or
b) A determination by the Program Administrator that the Tenant or Owner has committed fraud or made a false or materially incomplete statement in connection with the Program or this Contract, or has committed fraud or made any false statement in connection with any federal housing assistance program; or
c) Any fraud, bribery, or any other corrupt or criminal act by a party to this Contract in connection with any Federal Housing assistance program; or
d) Any determination, in the sole and exclusive judgement of the Program Administrator, that either Tenant or Owner has materially violated the terms of the Lease.

8.2 Enforcement
In the event of a default, the Program Administrator will notify the defaulting party in writing, specifying the nature of the default, required corrective actions, and the deadline for correction. In the event the defaulting party does not cure the default within the time period provided, as may be appropriate based on the defaulting party and nature of the default, Program Administrator may:

a) Terminate the Owner’s or Tenant’s participation in the Program and cancel future payments to or on behalf of the Tenant; or
b) Require the return of payments related to the default made under this Contract; or
c) Apply to any appropriate court, state or federal, for specific performance, in whole or in part, of the provisions and requirements contained herein or for an injunction against any violation of such provisions and requirements; or
d) Apply to any appropriate court, state or federal, for such other relief as may be appropriate and allowed by law, since the injury to the Tenant or Program Administrator arising from a default under any of the terms of this Contract would be irreparable and the amount of damage would be difficult to ascertain.

Any delay by the Program Administrator in exercising any right or remedy provided herein or otherwise afforded by law or equity shall not be a waiver of or preclude the exercise of such right or remedy. All such rights and remedies shall be distinct and cumulative and may be exercised singly, serially (in any order), or concurrently, and as often as the occasion therefore arises.

SECTION 9 — MISCELLANEOUS PROVISIONS

9.1 Conflict of Interest
Pursuant to HOME regulations at 24 CFR 92.356, no employee, agent, consultant, officer, or elected official or appointed official of the PJ or the Program Administrator, individually known as a “Covered Person,” that exercises or has exercised any functions or responsibilities with respect to HOME-assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to HOME-assisted activities, is eligible to receive HOME assistance under this Program or to have a financial interest in or obtain a financial benefit from any contract, subcontract, or other agreement with respect to the HOME-funded activities contemplated in this Contract or the proceeds from such activities. This provision applies to both Covered Persons and those with whom they have business or
immediate family ties, during their tenure with the PJ or Program Administrator and for one year thereafter. Immediate family ties include (whether by blood, marriage, or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a Covered Person.

Owner hereby certifies that, to the best of its knowledge and belief, it has no Conflict of Interest associated with participation in this Program. Owner, including the underlying individual owners if the Owner is a corporation, partnership, or other such entity, is not a Covered Person or an immediate family member of a Covered Person and has no business relationships with a Covered Person.

Tenant hereby certifies that, to the best of its knowledge and belief, they have no Conflict of Interest associated with participation in this Program. Neither Tenant nor another member of the household is a Covered Person or an immediate family member of a Covered Person and has no business ties with a Covered Person.

9.2 Assignment
Neither the Owner nor the Tenant may transfer or assign this Contract to any other party without the prior written approval of the Program Administrator. Any approval of assignment will be in the sole discretion of the Program Administrator and, if approved, is contingent upon the assignee assuming all obligations of the assigning party in writing.

If the Owner requests the Program Administrator consent to assign this Contract to a new owner, the Owner shall supply any information as required by the Program Administrator pertinent to the proposed assignment.

9.3 Entire Contract, Interpretation, and Amendments
a) The Contract contains the entire agreement between the Owner and Program Administrator and between the Tenant and Program Administrator.
b) In the event of a question about the meaning or interpretation of any provision, requirement, or term in this Contract, the Contract shall be interpreted and implemented in accordance with all Program requirements, statutory requirements, and HUD requirements, including the HOME program regulations at 24 CFR part 92 and the April 2020 TBRA Memo. The determination of the Program Administrator, who may seek input from PJ and/or HUD as appropriate, will be final.
c) No changes or amendments may be made to this Contract except those made in writing and signed by all parties hereto.

9.4 Headings and Pronouns
The headings of the paragraphs in this Contract are for convenience only and do not affect the meanings or interpretation of the contents. Where appropriate, all personal pronouns used herein, whether used in the masculine, feminine or neutral gender, shall include all other genders and singular nouns used herein shall include the plural and vice versa.
IN WITNESS THEREOF, the Tenant, Owner, and Program Administrator have indicated their acceptance of the terms of this Contract, including the Exhibits hereto, which are incorporated herein by reference, by their signatures below on the dates indicated.

<table>
<thead>
<tr>
<th>Owner</th>
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<tbody>
<tr>
<td>Owner/Landlord Representative Signature</td>
<td>Sophia Grzeszczak</td>
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<td>Aliro Reserve, LLC</td>
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<td>Owner/Property Manager</td>
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<td>Date: 12/29/2020</td>
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<tr>
<th>Tenant</th>
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<tbody>
<tr>
<td>Signature</td>
<td>Andre Minto-Coley</td>
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<tr>
<td></td>
<td>Tenant</td>
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<td>Date: 12/29/2020</td>
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<thead>
<tr>
<th>Program Administrator</th>
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<tbody>
<tr>
<td>Authorized Representative Signature</td>
<td>Alberte Bazile</td>
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<tr>
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<td>Program Administrator</td>
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<td>Date: 12/29/2020</td>
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<tr>
<th>Attest:</th>
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<tbody>
<tr>
<td>Approve as to Form and Legal Sufficiency</td>
<td>City of North Miami, a Florida Municipal Corporation</td>
</tr>
<tr>
<td>Signature</td>
<td>Jeff P.H. Cazeau, Esq.</td>
</tr>
<tr>
<td></td>
<td>City Attorney</td>
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<td></td>
<td>Date: 12/29/2020</td>
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<tr>
<td>Signature</td>
<td>Theresa Therilus, Esq.</td>
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<tr>
<td></td>
<td>City Manager</td>
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<td></td>
<td>Date: 12/29/2020</td>
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| Signature | Vanessa Joseph, Esq. |
|  | City Clerk |
|  | Date: 12/29/2020 |
## EXHIBIT A: PROJECT SPECIFIC INFORMATION

<table>
<thead>
<tr>
<th>Parties to this Contract</th>
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<tbody>
<tr>
<td><strong>Program Administrator</strong></td>
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<tr>
<td><strong>Owner</strong></td>
</tr>
<tr>
<td><strong>Tenant</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contract Dates</th>
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<tbody>
<tr>
<td><strong>Contract Start Date:</strong> 12/29/2020</td>
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</table>

<table>
<thead>
<tr>
<th>Unit &amp; Lease Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Unit (Address and Unit #):</strong> 14040 Biscayne Blvd, Apt 40-1005, North Miami, FL 33181</td>
</tr>
<tr>
<td><strong>Lease Start Date:</strong> 02/08/2020</td>
</tr>
<tr>
<td><strong>Contract Rent</strong> (total due under Lease): $1,338.00 per month</td>
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<tr>
<th>Rental Assistance</th>
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<tr>
<td><strong>Tenant Contribution:</strong> $ per month</td>
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<tr>
<td><strong>Rental Assistance Payment:</strong> $4,000.00 (3 months, up to $4,000.00 Oct, Nov &amp; partial December)</td>
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<tr>
<th>Rental Assistance from Other Programs</th>
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<tbody>
<tr>
<td><strong>Is other rental assistance (e.g. Section 8/State/Local funds) received?</strong> Yes ☑ No ☐</td>
</tr>
<tr>
<td><strong>If yes, monthly amount of $0.00 paid to</strong> Tenant or Owner from (source):</td>
</tr>
</tbody>
</table>

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<tr>
<th>Payment Information</th>
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<tbody>
<tr>
<td><strong>Rent Payable to:</strong> New Aliro Member, LLC dba Aliro Reserve</td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> 14000 Biscayne Blvd, North Miami, FL 33181</td>
</tr>
<tr>
<td><strong>Electronic Payment Instructions</strong></td>
</tr>
<tr>
<td><strong>Financial Institution:</strong> N/A</td>
</tr>
<tr>
<td><strong>Routing Number:</strong></td>
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<tr>
<td><strong>Account Number:</strong></td>
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<tr>
<td><strong>Account Holder Name:</strong></td>
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EXHIBIT B: EXISTING LEASE

{Attach copy of the Lease for the HOME-TBRA assisted Unit}
APARTMENT LEASE CONTRACT
(For Leases Greater Than One Year)

Date of Lease Contract: February 9, 2020

This Lease Contract will automatically renew month-to-month unless either party gives at least 60 days written notice of termination or intent to move out as required by this paragraph and paragraph 36 (Move-Out Notice). If the number of days isn’t filled in, at least 30 days’ notice is required. In the event you fail to provide us with the required number of days’ written notice of termination and intent to vacate coinciding with the lease expiration date, as required by this paragraph and paragraph 36 (Move-Out Notice), you acknowledge and agree that you shall be liable to us for liquidated damages in the sum of $1511.02 (equal to one month’s rent) if we give you the advanced written notice required by Fla. Stat. §553.575(2). This liquidated damages amount is exclusive of insufficient notice under this paragraph and paragraph 36 (Move-Out Notice), and does not limit collection rights with respect to other amounts potentially owed to us. If the lease term is not a month-to-month tenancy, we must notify you with written notice no later than 60 days before the end of the lease term if the lease will not be renewed.

Month-to-Month Tenancies: In the event this Lease Contract renews on a month-to-month basis, you must pay the amount of rent we charge at the time the month-to-month tenancy commences pursuant to this paragraph and paragraph 15 (Rent Increases and Lease Contract Changes), inclusive of any applicable month-to-month fees and/or premiums. We may change your rent at any time thereafter during a month-to-month tenancy by giving you no less than 30 days’ written notice. You will be required to abide by all notice requirements set forth in the lease and remain liable to pay all other applicable charges due under the lease during your month-to-month tenancy unless specifically changed in writing. All sums due under this paragraph shall be additional rent. We may require you to sign an addendum written for month-to-month tenants. Either party may terminate a month-to-month tenancy by giving the other party written notice no later than 15 days’ prior to the end of the monthly rental period. If you fail to provide us at least 15 days’ written notice to terminate a month-to-month tenancy prior to the end of the monthly rental period, you shall be liable to us for an additional 1 month’s rent.

4. SECURITY DEPOSIT: Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is $500.00 due on or before the date this Lease Contract is signed.

Any security deposit or advance rent paid is being held in one of the following three ways as indicated below [Landlord check one option]:

☐ 1. In a separate NON-INTEREST bearing account for your benefit in the following bank:

who whose address is

☐ 2. In a separate INTEREST bearing account for your benefit in the following bank:

who whose address is

If an Interest bearing account, you will be entitled to receive and collect interest at an amount of 7.5% percent of the annualized average (current rate payable on such account or interest at the rate of 5 percent per year, simple interest, whichever the landlord elects.

☐ 3. In a commingled account at the following bank:

who whose address is

provided that the landlord puts a surety bond with the county or state, as required by law, and pays you interest on your security deposit or advance rent at the rate of 5 percent per year simple interest.

© 2019, National Apartment Association, Inc. - 7/2019, Florida
10. SPECIAL PROVISIONS. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

See special provisions on the last page.

See any additional special provisions.

11. EARLY MOVE-OUT. Unless modified by an addendum, if you:
   (1) move out without paying rent in full for the entire Lease Contract term or renewal period; or
   (2) move out at our demand because of your default; or
   (3) are judicially evicted.
You will be liable for all rent owed at the time and as it becomes due under the terms of your lease agreement until the apartment is re-rented.

12. REIMBURSEMENT. You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment or apartment community due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants or any other cause not due to our negligence or fault as allowed by law, except for damages by acts of God to the extent they couldn’t be mitigated by your action or inaction. You'll defend, indemnify and hold us harmless from all liability arising from your conduct or that of yours, your tenants, your occupants, your guests, or any representatives who at your request perform services not contemplated in this lease. Unless the damage or wastewater stoppage is due to our negligence, we’re not liable for—your rent—repairs, replacement costs, and damage to the following that result from your or your invitees, guests, or occupants’ negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you’re liable. Delay in demanding sums you owe is not a waiver.

13. CONTRACTUAL LIEN AND PROPERTY LEFT IN APARTMENT. All property in the apartment or common areas associated with the apartment is (unless exempt under state statute) subject to a contractual lien to secure payment of delinquent rent. The lien will attach to your property or your property will be subject to the lien at the time you surrender possession or abandon the premises. For this purpose, “apartment” included common areas associated with the apartment and interior living areas and exterior patios, balconies, attached garages, and storage areas for your exclusive use.

Removal After Surrender or Abandonment. We or our officers may, at our discretion, remove, dispose and/or store all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you surrender, are judicially evicted, or abandon the apartment (see definitions in paragraph 41 (Deposits Return, Surrender, and Abandonment)).

THE LANDLORD IS NOT REQUIRED TO COMPLY WITH § 715.104, BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 85, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT’S PERSONAL PROPERTY.

14. FAILING TO PAY RENT. If you don’t pay the first month’s rent when or before the Lease Contract begins, or any other rent due under this lease we may end your right of occupancy and recover damages, attorney’s fees, court costs, and other lawful charges.

15. RENT INCREASES AND LEASE CONTRACT CHANGES. No rent increases or lease contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 18 (Community Policies or Rules). If, at least 5 days before the advance notice deadline referred to in paragraph 3 (Lease Term and Termination Notice Requirements), we give you written notice of rent increases or lease changes effective when the lease term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or lease changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 36 (Move-Out Notice).

16. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident’s holding over, we’re not responsible for your losses. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposits less any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don’t prevent you from occupying the apartment.

If there's a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not before.

(1) If we give written notice to any of you when or after the initial term as set forth in Paragraph 3 (Lease Term and Termination Notice Requirements)—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.

(2) If we give written notice to any of you before the initial term as set forth in Paragraph 3 (Lease Term and Termination Notice Requirements) and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receive written notice, but not later. The readiness date is considered the new initial term as set forth in Paragraph 2 (Lease Term and Termination Notice Requirements) for all purposes. This new date may not be moved to an earlier date unless we and you agree.

17. DISCLOSURE RIGHTS. If anyone requests information on you or your rental history for law enforcement, governmental, or business purposes, we may provide it. At our request, any utility provider may give us information about past or actual connections or disconnections of utility service to your apartment.

18. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

19. LIMITATIONS ON CONDUCT. The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in
building, housing and health codes and maintain the apartment and adjacent common areas in a clean and sanitary manner. You must properly dispose of and promptly remove all of your garbage so as to prevent foul odors, unsanitary conditions, or infestation of pests and vermin in your apartment, adjacent common areas (such as walkways and other common areas of the apartment community.

26. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE TENANT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (EXCEPT IN CASE OF FIRE, SMOKE, GAS, EXPLOSION, OVERFLOWING SEWAGE, UNCONTROLLABLE RUNNING WATER, ELECTRICAL SHORTS, OR CRIME IN PROGRESS). OUR WRITTEN NOTES ON YOUR ORAL REQUEST DO NOT CONSTITUTE A WRITTEN REQUEST FROM YOU.

Our complying with or responding to any oral request regarding security or non-security matters does not mean that we have waived or otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We’re not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. We agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law enforcement agency. You must also furnish us with the law enforcement agency's incident report number upon request.

Fire Protection. Please check only one box: [ ] Fire protection is NOT available [ ] Fire protection is AVAILABLE. Description of fire protection available (not applicable unless the box is checked):

- Sprinkler System in apartment
- Sprinkler System in common areas
- Smoke detector
- Carbon monoxide detector
- Fire extinguisher
- Other (Describe):

Building, Housing, or Health Codes. We will comply with the requirements of applicable building, housing, and health codes. If there are no applicable building, housing, or health codes, we will maintain the roofs, windows, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resists normal forces and loads and the plumbing in reasonable working condition. However, we are not responsible for the repair of conditions created or caused by the negligent or wrongful act or omission of you, a member of your family, or any other person on the premises, in the apartment, or in the common areas of the apartment community with your consent.

2.5. Condition of the Premises and Alterations. You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You'll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. Unless tables or stickers are allowed inside or outside the apartment. But we will permit a reasonable number of small mail boxes for hanging pictures on sheetrock walls and in grooves of wooden walls without our rules state otherwise. No water furniture, washing machine, additional phones or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless authorized or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addition which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements and/or additions to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

Pest Control. We will make reasonable provisions for the extermination of rats, mice, roaches, ants, wood destroying organisms, and bed bugs. If you are required to vacate the premises for such exterminations, we shall not be liable for damages, but rent shall be abated. If you are required to vacate in order to perform pest control or extermination services, you will be given seven (7) days written notice of the necessity to vacate, and you will not be required to vacate for more than fourteen (14) days. We may still enter your apartment as provided in Paragraph 28. If you have a living condition that you believe is harmful to your health, we will provide services to maintain the apartment and any necessary repairs to the apartment. If we are not able to maintain the apartment to your satisfaction, we will make arrangements for the repair of damages that are your responsibility.

27. Animals. No animals (including mammals, reptiles, birds, fish, rodents and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've authorized in writing. If we allow an animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. You must remove an unauthorized animal within 24 hours of notice from us. We will consider in default of this lease. We will authorize assistance animals only if needed because of a disability for you, your guests, and occupants pursuant to the parameters and guidelines established by federal, state and local Fair Housing Laws. We may require a written statement from a qualified professional verifying the need for the support and/or service animal. You must not feed stray or wild animals.

If any animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for the cleaning and decontamination services. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, including labor, overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. You may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment. A 24-hour written notice of intent to remove the animal, and (2) following the procedures of paragraph 28 (When We May Enter). We may keep and assault the animal or turn it over to a humane society or local authority. When keeping or housing an animal, you will not be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.
the violation include, but are not limited to, unauthorized pets, guests, or vehicles, parking in an unauthorized manner, or failing to keep the apartment and premises clean and sanitary. We will also have all rights under Florida law and this lease to tow or remove improperly parked vehicles in addition to our remedy of terminating the lease for such violations.

Termination of this lease for non-compliance with F.S. 83.52 or material provisions of the lease, termination of your possession rights, filing of an action for possession, eviction, issuance of a writ of possession, or subsequent relaying doesn’t release you from liability for future rent or other lease obligations.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; and (2) we may file a holdover eviction lawsuit pursuant to Fl. Stat. §83.58 to recover possession of the dwelling unit, double the amount of rent due for each day that you continue to holdover and refuse to surrender possession during the holdover period, breach of contract damages, attorney fees and court costs as may be allowed by law. We may exercise this Lease Contract term—up to one month from the date of notice of Lease Contract extension—by delivering written notice to you or your apartment while you continue to hold over.

Other Remedies. We may report unpaid amounts to credit agencies, if we, a third-party debt collector we use, try to collect any money you owe us, you agree that we or the debt collector may call you on your cell phone and may use an automated dialer. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10 (Special Provisions), in addition to other sums due. Upon default, we have all other legal remedies under state statutes. Unless a party is seeking exemplary, punitive, sentimental or personal injury damages, the prevailing party may recover all attorneys' fees and litigation costs. Attorney fees and all other expenses shall be deemed "costs". Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney’s fees and litigation costs). All unpaid amounts bear 1% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 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. Unless modified by Addendum, you will also be liable for all of our actual damages related to your breach of the Lease Contract.

Choice of Remedies and Mitigation of Damages. If you move out early, you'll be subject to paragraph 11 (Early Move-Out) and all other remedies. If we regain possession of the apartment as a result of your breach of the lease, or because you surrendered possession of the apartment, or because you abandoned possession of the apartment, or because we obtained possession through eviction proceedings, unless modified by Addendum, we may either (a) treat the lease as terminated as of the date that the lessor (or the lessor’s representative) enters the apartment and has possession of the apartment for our own account, or, you will have no further liability for rents under the remainder of the lease. If we take possession of the apartment for your account and attempt to re-let it, you will remain liable for the difference between the rental remaining due under the lease and the amount we are able to recover by making a good faith effort at re-letting the premises on your behalf. We are not required to make a selection of which remedies we choose to pursue nor notify you of which remedies we will select.

Lease Renewal When A Breach or Default Has Occurred. In the event that you enter into a subsequent lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, we may, at our sole and absolute discretion, terminate the subsequent lease agreement at any time after you have given notice of default, and we have served you with any notices of default and have given you a reasonable opportunity to cure. You will be responsible for paying all unpaid balances due under this Lease. If you default, we may terminate the Lease Contract by sending written notice of our desire to terminate said subsequent lease.

Remedies Cumulative. Except where limited or prohibited by law, any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to landlord under any applicable law.

33. MISCELLANEOUS. You understand and acknowledge that neither we nor any of our representatives have authority to make any statements, promises or representations in conflict with or in addition to the information contained in this Lease Contract or in a separate written agreement signed by you and us, and we hereby specifically disclaim any responsibility for any such statements, promises or representations. You acknowledge that you have not relied upon any such statements, promises or representations for signing this Lease Contract and waive any rights or claims arising from any such statements, promises or representations. Any current or prior understandings, statements, representations and agreements, oral or written, including but not limited to, renderings or representations in brochures, advertising or sales materials and oral statements of our representatives, if not specifically expressed in this Lease Contract, Addenda or separate writing, are void and have no effect. You acknowledge and agree that you have not relied on any such items or statements in signing this Lease Contract. This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing. Any alterations and/or changes provided to you relating to the apartment are only approximations or estimates as actual dimensions and sizes may vary. No action or omission of our representative will be deemed a waiver of any subsequent violation, default, or time of performance. Our noconfiguring or beleaguered written notice requirements, rental due dates, liens, or other rights aren't a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to us or from our managers constitutes notice to, or from, us. Anyone giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax or electronic signatures are binding. All notices must be signed.

Exercising one remedy won't constitute an election or waiver of other remedies. Unless prohibited by law or the respective insurance policies, if you have insurance covering the apartment or your personal belongings at the time you or we suffer or allege a loss, you and we agree to waive any insurance subrogation rights. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of italics on any page invalidates this Lease Contract. All notices and documents may be in English and, at our option and, at our expense, in Spanish. You acknowledge and agree that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option. All Lease Contract obligations must be performed in the county where the apartment is located.

RADON GAS. We are required by Florida Statute 404.055(5) to give the following notification to you. "Radon 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 gas and radon testing may be obtained from your county health department.”

WAIVER OF JURY TRIAL. In order to minimize legal expenses and, to the extent allowed by law, you and we agree that the trial of any lawsuit based upon statute, common law, equity, tort, personal injury, contract, and/or in any way related to this Lease Contract, related to your tenancy, and/or related to your relationship with us, shall be to a judge and not a jury. YOU AND WE VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL.

CONDONOMINUM OR HOMEOWNERS ASSOCIATION RULES. To the extent applicable, you acknowledge that you have reviewed, understand, and will abide by any Condominium or Homeowners Association Rules and Regulations ("HOA Rules") that may be in effect and promulgated from time to time. Your failure to abide by any HOA Rules is a material breach of this Lease Contract. A copy of the HOA rules is on file at the office.
Severability, Signatures, Originals and Attachments

42. SEVERABILITY. If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

43. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and are hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations.

IN WITNESS WHEREOF, the parties have caused this Lease Contract to be executed on the date set forth herein.

Dated (name as on top of page 1):

You are legally bound by this document. Read it carefully before signing.

SPECIAL PROVISIONS (CONTINUED FROM PAGE 3): Rent is considered late after the close of business on the 3rd day of the month. Late payments must be made by certified funds. After two checks are returned for nonpayment, Resident shall thereafter redeem and pay all future rent by certified funds. A $100 fee will be assessed for any changes made to the lease and/or addendum during the term of this lease. It shall be irrefutably presumed, for purposes of this Apartment Lease Contract, that Resident has not paid rent or any of the charges unless Resident can produce a canceled check, money order, or documentation of electronic payment proving that rent has been paid.

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UTILITY AND SERVICES ADDENDUM

This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated February 6, 2020 between BRR Postofino MF Property Owner LLC

("We" and/or "we" and/or "us") and Andrea Minto-Colley

("You" and/or "you") of Unit No. 40-1005 located at 14040 Bisneye Blvd. $1005 (street address) in North Miami, Fl. 33161

and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.

a) Water service to your dwelling will be paid by you either:
   - [ ] directly to the utility service provider; or
   - [ ] water bills will be billed by the service provider to us and then allocated to you based on the following formula:
     - [ ] if flat rate is selected, the current flat rate is $________ per month.
     - [ ] if 3rd party billing company is applicable...

b) Sewer service to your dwelling will be paid by you either:
   - [ ] directly to the utility service provider; or
   - [ ] sewer bills will be billed by the service provider to us and then allocated to you based on the following formula:
     - [ ] if flat rate is selected, the current flat rate is $________ per month.
     - [ ] if 3rd party billing company is applicable...

c) Gas service to your dwelling will be paid by you either:
   - [ ] directly to the utility service provider; or
   - [ ] gas bills will be billed by the service provider to us and then allocated to you based on the following formula:
     - [ ] if flat rate is selected, the current flat rate is $________ per month.
     - [ ] if 3rd party billing company is applicable...

d) Trash service to your dwelling will be paid by you either:
   - [ ] directly to the utility service provider; or
   - [ ] trash bills will be billed by the service provider to us and then allocated to you based on the following formula:
     - [ ] if flat rate is selected, the current flat rate is $________ per month.
     - [ ] if 3rd party billing company is applicable...

e) Electric service to your dwelling will be paid by you either:
   - [ ] directly to the utility service provider; or
   - [ ] electric bills will be billed by the service provider to us and then allocated to you based on the following formula:
     - [ ] if flat rate is selected, the current flat rate is $________ per month.
     - [ ] if 3rd party billing company is applicable...

f) Stormwater service to your dwelling will be paid by you either:
   - [ ] directly to the utility service provider; or
   - [ ] stormwater bills will be billed by the service provider to us and then allocated to you based on the following formula:
     - [ ] if flat rate is selected, the current flat rate is $________ per month.
     - [ ] if 3rd party billing company is applicable...

g) Cable TV service to your dwelling will be paid by you either:
   - [ ] directly to the utility service provider; or
   - [ ] cable TV bills will be billed by the service provider to us and then allocated to you based on the following formula:
     - [ ] if flat rate is selected, the current flat rate is $________ per month.
     - [ ] if 3rd party billing company is applicable...

h) Master Antenna service to your dwelling will be paid by you either:
   - [ ] directly to the utility service provider; or
   - [ ] master antenna bills will be billed by the service provider to us and then allocated to you based on the following formula:
     - [ ] if flat rate is selected, the current flat rate is $________ per month.
     - [ ] if 3rd party billing company is applicable...

i) Internet service to your dwelling will be paid by you either:
   - [ ] directly to the utility service provider; or
   - [ ] Internet bills will be billed by the service provider to us and then allocated to you based on the following formula:
     - [ ] if flat rate is selected, the current flat rate is $________ per month.
     - [ ] if 3rd party billing company is applicable...

j) Pest Control service to your dwelling will be paid by you either:
   - [ ] directly to the utility service provider; or
   - [ ] pest control bills will be billed by the service provider to us and then allocated to you based on the following formula:
     - [ ] if flat rate is selected, the current flat rate is $________ per month.
     - [ ] if 3rd party billing company is applicable...

k) (Other) service to your dwelling will be paid by you either:
   - [ ] directly to the utility service provider; or
   - [ ] bills will be billed by the service provider to us and then allocated to you based on the following formula:
     - [ ] if flat rate is selected, the current flat rate is $________ per month.
     - [ ] if 3rd party billing company is applicable...

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9. METHOD OF TREATMENT: If Management decides to have the dwelling treated and not terminate the tenancy, Management along with Pest Control shall have the sole right to select the method of treating the dwelling or any affected areas. Resident is responsible to follow all protocols or directions from Management and/or Pest Control. Failure to comply shall constitute a material breach of the Lease Contract and this Addendum.

10. ON SITE TRANSFERS OR TEMPORARY VACATING:
   A. On-Site Transfers: If Resident is allowed to transfer on-site to another dwelling in the community, Resident must have his or her personal property and possessions professionally treated by Pest Control prior to transfer in accordance with the instructions of Management and Pest Control and cooperate in preventing further infestation or spreading of bed bugs to another dwelling or building. TRANSFERS TO ANOTHER DWELLING ARE NOT GUARANTEED even if Resident is deemed by Management or Pest Control not to be at fault. Resident will not be eligible for transfer on-site to another dwelling in the community if, in the sole opinion of Management OR Pest Control, Resident or Resident’s family members, occupants, social guests, or invitees caused, or are responsible for the infestation or presence of bed bugs in the dwelling or building, have not followed the necessary procedures mandated by Management or Pest Control or if in the opinion of Pest Control, the bed bugs have not been eradicated from the Resident’s personal property or an on-site transfer will cause a re-infestation. Failure to comply shall constitute a material breach of the Lease Contract and this Addendum.

   B. Temporary Vacating: If Resident is forced to temporarily vacate the premises and find other temporary accommodations, under Florida law FS 83.51(2)(a)1, Management’s only legal responsibility is to abate the rent for the time period Resident cannot reside in the dwelling. Management may choose at its sole option to pay other expenses Resident may incur but has no legal obligation to do so under Florida law. If Resident is requested to temporarily vacate, they shall do so within 7 days of written notice to Resident or this shall be considered a material breach of the Lease Contract and this Addendum. Once Resident has been advised that the dwelling is habitable, Management shall have no further responsibility to abate rent, and Resident shall owe rent and all sums due per the Lease Contract and any addenda.

11. RESIDENT CAUSED CONDITIONS: If Resident or Resident’s family members, occupants, social guests, or invitees are responsible for causing or introducing bed bugs into the dwelling, Resident shall be in default of the lease, subject to eviction, and shall be liable for all rent, damages, cleaning and pest control fees, and other charges related to dealing with the bed bug issue, and Resident shall pay all reasonable costs of cleaning and pest control treatment. Management incurs to remedy the bed bug infestation situation. If Management must move other residents out of their dwellings in order to treat adjoining or neighboring dwellings, then Resident shall be liable for payment of anylost rental income and other expenses incurred by Management to relocate the other residents and perform pest control treatment to eradicate an infestation in other dwellings.

You are legally bound by this document. Please read it carefully.

Resident or Residents
(All residents must sign)

Owner or Owner’s Representative
(Signs below)

Date of Signing Addendum
2/8/2022

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MOLD INFORMATION AND PREVENTION ADDENDUM

1. DWELLING UNIT DESCRIPTION.
   Unit No. 40-1005
   Blvd. #1005
   (street address) in
   North Miami
   (city), Florida, 33181
   (zip code).

2. LEASE CONTRACT DESCRIPTION.
   Lease Contract Date: February 6, 2020
   Owner's name: DBE Portofino LP Property Owner, LLC

Residents (list all residents):
   Andrea Marbo-Coley

This Addendum constitutes an Addendum to the above described lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. ABOUT MOLD. Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Mold is naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter. Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

4. PREVENTING MOLD BEGINS WITH YOU. In order to minimize the potential for mold growth in your dwelling, you must do the following:
   • Keep your dwelling clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
   • Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, experts recommend that after taking a shower or bath, you: (1) wipe moisture off shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out
   • Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
   • Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
   • Keep the thermostat set on the "COOL" and "FAN/AUTO" setting (not "FAN/ON" setting or "OFF" setting) to automatically circulate air in the event temperatures rise to or above 75 degrees during winter months, or 78 degrees during summer months. Relative humidity levels should be maintained under 60% at all times in order to prevent conditions conducive to the growth of mold and mildew.

5. IN ORDER TO AVOID MOLD GROWTH, it is important to prevent excessive moisture build-up in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:
   • rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
   • overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dishwashers, refrigerators or A/C drip pans or clogged up A/C condensation lines;
   • leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulk/calking around showers, tubs or sinks;
   • washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
   • leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
   • insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

6. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on type household biocide, such as Lysol Disinfector®, Pine-Sol Disinfector® (original pine-scented), Thetis Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Titox® and Clorox® contain bleach which can discolor or stain. Be sure to follow the instructions on the container. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

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ASBESTOS ADDENDUM

Date: February 8, 2020

1. DWELLING UNIT DESCRIPTION.
   unit No. 40-1005 
   14040 Biscayne Blvd., #1005 
   North Miami, Florida 33181

2. LEASE CONTRACT DESCRIPTION.
   Lease Contract Date: February 8, 2020
   Owner’s name: RE Property Owner, LLC
   Residents (list all residents):
   Andre Hinton-Cole

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. ASBESTOS. In most dwellings which were built prior to 1981 and in some built after that, asbestos was commonly used as a construction material. In various parts of your dwelling, asbestos materials may have been used in the original construction or in renovations prior to the enactment of federal laws which limit asbestos in certain construction materials.

Resident(s)

Date of Signing Addendum
2/8/2020

Owner or Owner’s Representative

Date of Signing Addendum
2/8/2020

4. FEDERAL RECOMMENDATIONS. The United States Environmental Protection Agency (EPA) has determined that the mere presence of asbestos materials does not pose a health risk to residents and that such materials are safe so long as they are not dislodged or disturbed in a manner that causes the asbestos fibers to be released. Disturbances include sanding, scraping, pounding, or other techniques that produce dust and cause the asbestos particles to become airborne. The EPA does not require that intact asbestos materials be removed. Instead, the law simply requires that we take reasonable precautions to minimize the chance of damage or disturbance of those materials.

5. COMMUNITY POLICIES AND RULES. You, your families, other occupants, and guests must not disturb or attach anything to the walls, ceilings, floor tiles, or insulation behind the walls or ceilings in your dwelling unless specifically allowed in owner’s rules or community policies that are separately attached to this Lease Contract. The foregoing prevails over other provisions of the Lease Contract to the contrary. Please report any ceiling leaks to management promptly so that pieces of acoustic ceiling material or ceiling tiles do not fall to the floor and get disturbed by people walking on the fallen material.

6. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached (nails, screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost repair or restoration after removal, etc.

12. WHEN YOU MAY BEGIN INSTALLATION. You may start installation of your satellite dish, antenna or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 10 of this addendum; (3) paid us the additional security deposit, if applicable, in paragraph 11; and (4) received our written approval of the installation materials and the person or company that will do the installation, which approval may not be unreasonably withheld.

13. MISCELLANEOUS. If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.

14. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign here)

Owner or Owner’s Representative
(signs here)

Date of Lease Contract
February 8, 2020
Resident or Residents
(All residents must sign)

[Signature]

[Signature]

[Signature]

[Signature]

Owner or Owner's Representative
(Sign as below)

[Signature]

Date of Signing Addendum
2/6/2020
MIXED USE ADDENDUM

1. DWELLING UNIT DESCRIPTION.
   Unit No.: 40-1005
   Blvd. #1005
   North Miami
   (city), Florida, 33181
   (street address) in
   (zip code).

2. LEASE CONTRACT DESCRIPTION.
   Lease Contract date: February 8, 2020
   Owner’s name: BBR Portfolio MF Property Owner LLC

   Residents (list all residents):
   Andra Minto-Coley

   This document shall serve as an addendum ("the Addendum") to the residential lease contract (the "Lease") between Resident and Owner. Where the terms of the Lease and this Addendum may conflict, the terms of this Addendum shall control.

3. PURPOSE OF ADDENDUM. The purpose of this Addendum is to provide you with notice that the dwelling is located in a mixed-use living environment. The area surrounding the dwelling contains both residences and commercial businesses. These commercial entities will produce certain noises, sounds, and odors up to twenty-four (24) hours a day.

4. RESIDENT ACKNOWLEDGEMENT. By signing this Addendum, Resident acknowledges, understands and hereby agrees:

   The dwelling is located in the immediate area of commercial businesses, including, but not limited to, bars, nightclubs, restaurants and retail stores. Certain challenges may be associated with living in immediate proximity to such commercial businesses. These challenges may include those businesses emitting, but are not limited to: lights, noises, sounds (including but not limited to music, voices and other forms of entertainment), vibrations, odors and smoke, which may penetrate the walls and floors of the dwelling. Such challenges may occur up to twenty-four (24) hours a day.

5. RESIDENT DUE DILIGENCE. Landlord has encouraged resident to research the area around their dwelling. You agree that you were given the opportunity to exercise due diligence by reading this Addendum and researching the area surrounding the dwelling. You acknowledge and understand the risks disclosed herein. Having conducted your due diligence, you agree to fully assume the risks set forth in this Addendum.

6. ASSUMPTION OF RISK / WAIVER. You have chosen to reside at the dwelling despite any inconveniences such as those disclosed herein or any other inconvenience, which may be associated with living in a mixed-use environment. You further agree: You are voluntarily assuming the risks of inconvenience and nuisance related to residing in a dwelling located in a mixed-use area. You agree that any inconvenience associated with the mixed-use and/or the surrounding area, such as, but not limited to, those disclosed herein, will not be deemed to give you any offset to rent obligations, nor will they be the basis for a complaint against us for rent relief, constructive eviction, fitness and habitability, peaceful and quiet enjoyment, nuisance, or any other claim, right or remedy. We shall have no duty to evict any commercial business for any lights, sounds, vibrations, odors, etc., that may occur as a result of their commercial business. As such, you waive any and all claims against us that arise out of or are in any way related to lights, noises, sounds, vibrations, smoke, odors or any other inconvenience that may be caused by commercial businesses within the mixed-use area and/or their guests.

7. SEVERABILITY. If any provision of this addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease.

8. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

   Owner or Owner’s Representative
   (Signs below)

   Date of Signing Addendum
   2/8/2020

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Policies and Regulations

Rental Payments
The grace period outlined in the Lease Contract expires at close of business. All rental payments received after this time must be submitted in a cashier’s check or money order and include all late fees.

Move-In Inventory Form
You will find a Move-In Inventory form in your move-in packet. Please return the completed form to the office within 72 hours of move-in. This form documents the condition of the apartment at the time of move-in and helps eliminate security deposit discrepancies upon move-out. Please note you may be liable for any damages documented at the time of move-out that were not noted on the Move-In Inventory Form.

Emergency Maintenance:
Routine maintenance requests may be submitted to the office in person, via phone, email or Gables Gateway; however, if an emergency arises after hours or on the weekends, please call the office and the answering service will contact a service team member. In the event of fire or danger to life, call 911 immediately, then call the community office.

The following maintenance items are considered an emergency:
- Possibility of fire.
- No electricity throughout the apartment.
- No water.
- No heat.
- No air conditioning on a day of extreme heat (80+ degrees). AC work cannot be completed at night or in inclement weather.
- Water entering the apartment.
- Running water that cannot be shut off.
- Impaired plumbing in an apartment with only one bathroom.
- Non-functioning or malfunctioning smoke detector.
- Gas leak (also call the gas company).
- Malfunctioning door or window locks.

Please note: Resident service requests cannot be fulfilled if pets are left in your apartment unattended. Please make arrangements to be home or keep your pet in one of the bedrooms for the day so service can be completed.

Lockouts
If you are locked out of your apartment during business hours, we will be happy to provide you with a key; however, if you are locked out of your apartment after business hours, we do not consider that to be a maintenance emergency and you will need to contact a locksmith, at your expense.

A/C Filters
Please make sure you come to the Leasing Office monthly to pick up an A/C filter. Don’t forget to check the size used for your apartment because there are many sizes available.

Key Release
If you are expecting a delivery, service person or guest at your apartment and would like to provide them access to your apartment you may complete a Key Release form. The staff is unable to accompany visitors to your apartment. Note: Please plan ahead! For your protection, we will not accept a key release authorization over the phone or via email; it must be submitted in writing or via Gables Gateway.

Please check with your leasing office to verify if they offer this package service prior to having any packages sent to the leasing office. Gables reserves the right to terminate package service at any community with written notification.

Noise
For the mutual enjoyment of all residents, we ask everyone’s cooperation in keeping the volume of stereos, televisions, and musical instruments at a level that cannot be heard by your neighbors.

July 25, 2017
Inspect the caulking around your windows for any signs of peeling. Cracks in the caulking will allow moisture in and should be immediately sealed by maintenance.

By following these simple guidelines, you can control the level of humidity in your apartment and help prevent mold and mildew growth. Nevertheless, if you do find any mold or mildew in your apartment please contact us immediately. For additional information please refer to the Mold Information and Prevention Addendum.

Pest Control
Pest control is provided by management through exterior and interior treatments. We will notify you in writing of the service schedule for your apartment home. If you have a special problem with pests, notify the office and the exterminator will pay special attention to your needs on the next visit. You are asked to assist pest control efforts by maintaining a high standard of good housekeeping. Pet owners may wish to contact the exterminator for flea spraying, for an additional charge. Please keep your pets in one of the bedrooms on the day service is provided.

Recreational Facilities
With respect to all recreational facilities, including but not limited to (if applicable) clubhouse, pool, spa, sauna, fitness center, tennis court(s), basketball court(s), racquetball court(s), playground, etc., management reserves the right to close the facilities, or restrict access for cleaning, repair, maintenance, meetings, community functions, and other similar or related activities. Management also reserves the right to permanently close any of the recreational facilities by posting a sign or notice on the affected facility. Closure or restriction of access to any or all recreational facilities shall not constitute grounds for residents to withhold or abate rent or any other charge under the Rental Agreement/Lease. The Recreational Facilities shall not be used for any purpose other than the resident’s personal use. Residents are prohibited from using the Recreational Facilities for any business purpose, including, but, not limited to conducting personal training sessions. All persons who use the recreational facilities do so at their own risk. No loitering in these areas after dark are permitted by anyone. Residents are encouraged to immediately report any unusual persons or suspicious activity.

Tennis Courts (if applicable)
Tennis shoes and appropriate attire should be worn on the courts at all times. When the courts are busy and others are waiting to play, court time is limited to one hour. Please observe all rules posted in the tennis court area.

Pool Rules (if applicable)
The pool area is a popular community facility at many of our Gables communities. The following considerations help keep these areas clean and enjoyable for all:

- Unless required by local law, no lifeguard is provided. All persons swim at their own risk.
- Access is permitted during the posted hours of operation only.
- NO DIVING! NO JUMPING! NO RUNNING
- Adequate supervision is required for non-proficient swimmers at all times while at the pool.
- You may invite up to two guests per apartment to accompany you to the pool. Unaccompanied visitors are not permitted and will be asked to leave the pool area.
- Please wear appropriate swimwear in the pool. No cut-offs or thongs allowed.
- Glass is a safety hazard. Please use only unbreakable containers in the pool area.
- Suntan oils cause a major maintenance problem for pool equipment. Please remove lightly and rinse off before swimming.
- Health regulations prohibit pets in or around the pool area.
- Common courtesy dictates that profanity, horseplay, bicycle riding, skating, or harassment of swimmers is strictly prohibited.
- For everyone’s protection, please refrain from using the pool if you have a health condition, particularly conditions involving broken or abraded skin, cuts, eye disease, nasal or ear discharge, communicable diseases.
- Owners and management are not responsible for loss, damage or injury.
- Personal items are not to be left unattended.
- Management reserves the right to deny pool privileges to anyone at any time.
- Please observe all rules posted in the pool area.

A REMINDER: ROPE AND LIFE RINGS ARE SAFETY EQUIPMENT, NOT TOYS. PLEASE DO NOT PLAY WITH THEM.
Controlled Access Addendum

This Addendum shall become a part of the Residential Apartment Lease ("Lease") for Apartment No. 40-1005 at Aliro Apartments, which Lease is dated the 8th day of February 2020 and executed by BRR Portofino MF Property Owner LLC as Manager ("Manager") and Andre Minato-Coley Resident(s) ("Resident(s)").

The Property shall be furnished with controlled access, subject to the following:

1. Resident(s) acknowledges that Manager has furnished controlled access on the Property for the sole purpose of protecting the Property and not for Resident(s) security. Resident(s) further acknowledges that any benefit Resident(s) may receive from the controlled access is only incidental to the existence of the controlled access.

2. Resident(s) agrees that the installation or use of the controlled access shall not in any way prevent Manager, at any time, from permanently removing the controlled access. Manager has absolutely no obligation to continue to maintain the controlled access and should Manager elect, at any time, to remove the controlled access the removal shall not be a breach of any expressed or implied warranty, covenant or obligation.

3. Resident(s) represents and warrants that Resident(s) understands how to use the controlled access and how the controlled access functions. Resident(s) will not act in any way to impair the use or function of the controlled access. By the execution of this Addendum, Resident(s) acknowledges receipt of 1 access device(s) to be used in the operation of controlled access. Resident(s) agrees to use reasonable care in the operation of those controlled access device(s) and to comply with any and all instructions, rules or procedures instituted by Manager regarding the operation of the same. Should Resident(s) fail to return the access device(s) to Manager upon request, or should Resident(s) lose or damage the access device(s), Resident(s) shall be liable for a charge of $150.00 per device.

4. Resident(s) acknowledges and agrees that Resident(s) security is the responsibility of the local law enforcement agency and Resident(s) self. In the event that Resident(s) are in need of police protection of any kind, Resident(s) will contact the local law enforcement agency. Resident(s) should not contact the answering service or management office for Resident(s) security needs, for this could only delay the response time.

5. Resident(s) agrees the Manager's installation or use of the controlled access does not constitute a voluntary undertaking, representation or agreement by Manager to provide security to Resident(s), Resident(s) family, Resident(s) guests, or other occupancy of Resident(s) unit. There is absolutely no guarantee that the presence of controlled access will in any way increase Resident(s) personal security or the safety of Resident(s) family or guests or their respective belongings. The controlled access is a mechanical device and can be rendered inoperative at any time. Manager is not an insurer of Resident(s), Resident(s) family, Resident(s) guests or other occupants and Resident(s) agree to assume all responsibility for obtaining insurance to cover losses of all types. Resident(s) acknowledges that Resident(s) personal security is Resident(s) responsibility.

Revised October 2013
Hold Harmless Notice and Acknowledgment

Community Name: Aliso
Apartment Number: 40-1005

Welcome to our community, we hope that you will find living here to be an enjoyable experience. Unfortunately, we live at a time when crime is a genuine concern. We should all take care to protect our person and property. By taking an active role in our own security, we can hopefully minimize our exposure to the criminal element.

We do our best to keep residents informed of significant issues at our community. We hope that doing so will assist residents to take appropriate precautions to protect themselves, guests, and personal property. The terms used in this Addendum are the same as the terms in your Apartment Lease Contract.

Notice to Resident:

In your Lease you have agreed that none of our security measures are an express or implied warranty of security – or a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, we are not liable to you, your occupants, or 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.

You have also agreed that you will defend, indemnify and hold us harmless from all liability arising from your conduct or that of your invitees, your occupants, your guests, or our representatives who at your request perform services not contemplated in your lease.

Please note that even if previously provided, we are not obligated to furnish security personnel, patrol, lighting, gates, fences, or other forms of security unless required by law. If you, your occupants or your guests are affected by crime, you should report to the appropriate local law enforcement agency.

No security system, including controlled access gates, courtesy patrol services or electronic intrusion safety devices can guarantee protection against crime. Even elaborate security systems are subject to mechanical malfunctions, tampering, human error or personnel absenteeism, and can be defeated or avoided by a person with a criminal intent. Further, even if the owner is aware of a problem with security devices, repairs to such devices cannot always be completed immediately. Therefore, residents should always proceed on the assumption that no security systems exist.

If security systems, security devices or patrol services are used at this community, no representation is being made that they will be effective to prevent injury, theft or vandalism. Any patrol service that may be provided is made up of unarmed independent contractors that have no greater authority under the law to restrain or arrest criminals than the ordinary citizen.

We do not warrant that any security systems, security devices or services employed at this community will discourage or prevent breaches of security. Intrusions, thefts or incidents of violent crime. Further, we reserve the right to reduce, modify or eliminate any security system, security devices or services (other than those required by statute) at any time; and Resident agrees that such action shall not be a breach of any obligation or warranty.

If controlled access gates or intrusion alarms are provided, Resident will be instructed by Management, or furnished written operating instructions. It is Resident's responsibility to become familiar with proper operation and to bring any questions to the attention of Management. Further, Resident agrees to promptly notify Management in writing of any problem, defect, malfunction or failure of door locks, window latches, controlled access gates, intrusion alarms and any other safety-related device.

Revised March 15, 2019
PERSONAL SAFETY TIPS

We would like to thank you for choosing a community managed by Gables Residential as your home. We hope you will find living in our community to be an enjoyable experience. The following are a few safety tips for your consideration. This is not intended to be an exhaustive list, but merely suggestions to assist you in being safe. In the event that you are in need of police assistance or protection of any kind, you should always contact the local law enforcement agency immediately. In the event of an emergency, call 911. Please do not contact the answering service first, as this could delay the response time. Your safety is the responsibility of the local law enforcement agency and yourself. It is our sincere desire that you have a happy, healthy, and safe living experience in our community. We believe that by taking an active role in your own safety, you can avoid any unnecessary problems.

EMERGENCY TELEPHONE NUMBERS:
It is important that each member of your household knows or has access to local emergency telephone numbers. We encourage you to obtain and record the appropriate telephone number for ambulance services, the fire department, and the local police department, and any other emergency service you think could be needed. You may want to consider posting them inside a kitchen cabinet, or on the refrigerator. Be sure and ask the local police department if you can utilize the 911 number to access all emergency services.

FIRE SAFETY:
• Grilling on your patio is strictly prohibited. This is dangerous and is in violation of your lease agreement.
• Dispose of fireplace embers/ashes properly. Remember — they stay hot long after the fire is extinguished.
• Keep combustible items away from the fireplace.
• Check your smoke detector regularly and contact the management staff immediately if repairs are necessary.
• Have an escape plan and practice it.
• Know where the nearest fire extinguisher is located and how to operate it properly. Use only a Type B fire extinguisher on a grease fire.

COOKING SAFETY:
• Do not leave cooking food unattended.
• If a grease fire starts:
  o Cover the fire with a metal lid or similar object.
  o Turn off the burner.
  o Do not use water to extinguish the fire.
  o Do not handle/move the burning pan while it is on fire or hot.
  o Call the fire department if you have any doubt that the fire is out or you think it will restart.

PERSONAL SAFETY:
• Always ensure that your apartment is locked securely.
• Avoid walking outside alone.
• Leave a radio playing softly when you are not home.
• Close and lock your windows and sliding glass doors.
• Purchase a lamp timer at a hardware store and set it to light the apartment when you are not home.
• If you have an entry code, don’t give it out to guests or strangers.
• Arrange to have your newspaper delivery stopped when you are on vacation.
• Use your deadbolt, even when you are at home.
• Never answer your door unless you know who is on the other side. If you do not know the person, do not open the door unless you are satisfied with their identity.
• Be careful to whom you give or lend your keys.
• If you have lost a key, ask management to re-key the locks.

Revised March 15, 2019
Privacy Policy for Personal Information
of Rental Applicants and Residents

We are dedicated to protecting the privacy of our rental applicants and resident's personal information, including their Social Security number, government issued identification, and other personal account numbers. We have adopted a privacy policy to help ensure that all rental applicants and residents information is kept secure and we are committed to following all federal and state laws regarding the protection of your personal information.

How information is collected. Personal information will be requested during the rental application process and may include Social Security Number, government identification, name and address, age or date of birth, email address, income information, employment information, pet information, telephone number, and/or other personal numbers. This information will be collected on the rental application form and/or other documents provided directly to us or to an apartment locator service, either on paper or through electronic communication.

How and when Information is used. Gables may use personal information for the purpose of verifying statements made on rental applications, including rental, credit and employment history. We may also use information during the lease renewal process or to assist us in obtaining payment of amounts owed to us in the future. Additionally, we may collect information to provide you with opportunities for other similar Gables products and services we believe will be of interest to you and to better understand how we can help prospective residents.

How the information is protected and who has access. Only authorized associates have access to personal information including Social Security Numbers or other government issued identification numbers. All personal information (electronic and print) will be maintained in a secure area, only accessible by authorized personnel as categorized by the type of information.
- make verifiable "requests to know" which of their personal information, categorically or specifically, is collected and with whom the information is shared by us, for what business purpose, and the sources of the respective information;

- make verifiable "requests to delete" their personal information as collected by us;

- use authorized agents to exercise their rights under the CCPA;

- request these CCPA Notices in an alternative format by calling us at 1-888-965-0330; and,

- exercise their rights under the CCPA free of discrimination by us including, but not limited to: denying goods or services to the Consumer; charging different prices or rates for goods or services, including through the use of discounts or other benefits or imposing penalties; providing a different level or quality of goods or services to the Consumer; suggesting that the Consumer will receive a different price or rate for goods or services or a different level or quality of goods or services.

Consumers may make CCPA requests by contacting us at 1-888-965-0330 or by completing the webform located on our website (Gables.com). Before we can honor any such requests, we must confirm that the requesting party is the Consumer whose Information is sought or a person authorized to act on that Consumer's behalf. If a requesting party is an online account holder with a password-protected account, it may be necessary for the account to be accessed by the requesting party to confirm the request(s). In addition, depending on the type of request and the categories of information subject to the request, we will request verifying information from the requesting party such as identifiers or commercial information (e.g., service history) already known to or collected by us. Receipt of the request(s) will be confirmed within 10 days and initial responses can be expected within 45 days.
CONSTRUCTION ADDENDUM

1. DWELLING UNIT DESCRIPTION.
   Unit No. 40-1005, 14040 Biscayne Blvd., North Miami, Florida, 33181.

2. LEASE CONTRACT DESCRIPTION.
   Lease Contract Date: February 8, 2020
   Owner’s name: NRE Postofino MF Property Owner LLC
   Residents (list all residents):
   Andre Minto-Coley

   This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE OF ADDENDUM. By signing this Addendum, Resident acknowledges that existing, on-going, or future construction on the property may affect your use, view, and enjoyment of such property.

4. RESIDENT ACKNOWLEDGMENT OF CONSTRUCTION ON PROPERTY. Resident acknowledges that the property, including its common areas and dwelling units, may currently or in the future, be under repair, renovation, improvement, or construction. Owner does not guarantee that the repair, renovation, improvement, or construction will be completed on a set date or time and therefore, is not under any obligation to have said repair, renovation, improvement, or construction completed by a set date or time. Resident also acknowledges that the repair, renovation, improvement, or construction does not represent a breach of Owner’s obligations under the Lease Contract.

5. USE OF AMENITIES AND SERVICES. Repair, renovation, improvement, or construction at the property may create conditions where Resident’s use of the property’s amenities and services may be limited or not available.

6. NOISE AND OTHER DISTURBANCES. Repair, renovation, improvement, or construction at or near the property may create noise or other disturbances, and the property itself, or portions thereof, may be unfinished for some time with respect to landscaping, building exteriors, interiors, amenities, walkways, lighting and the like. Resident acknowledges that these conditions may create inconveniences that may be beyond the control of the Owner. Resident agrees that despite these inconveniences, the obligations of the Resident, including payment of rent, as set forth in the Lease Contract will still be in effect.

7. RELEASE OF LIABILITY. To the extent allowed by state law or local ordinance, by signing this Addendum, Resident agrees to waive all claims related to Resident’s inability to access, use, and enjoy the amenities, services, and facilities affected by existing, on-going, or future repair, renovation, improvement, or construction on the property.
   The existing, on-going, or future construction at the property includes:
   Title/Description:

   Anticipated Start Date:
   Anticipated End Date:

   To the extent allowed by state law or local ordinance, Resident further agrees that any inconvenience associated with the repair, renovation, improvement, or construction, such as, but not limited to, those disclosed herein, will not be deemed to give Resident any offset to rent obligations, or other compensation, nor will they be the basis for a complaint(s) or defense(s) against Owner for rent relief, constructive eviction, fitness and habitability, peaceful and quiet enjoyment, nuisance, or any other claim, right or remedy.

8. DELAY OF OCCUPANCY. Resident acknowledges that occupancy of the dwelling unit may be delayed due to repair, renovation, improvement, or construction of the property, including common areas and dwelling units. Such repair, renovation, improvement, or construction may cause unforeseen delays due to scheduling conflicts, delay in permitting, or any other factors beyond the control of Owner. The Lease Contract will remain in effect subject to:
   (1) the start date of the term of the lease contract shall be changed to the first day that Owner provides Resident the Dwelling Unit for occupancy, and rent shall be abated until occupancy is provided; and
   (2) your right to terminate as set forth in your Lease Contract under DELAY OF OCCUPANCY, and in accordance with applicable state law or local ordinance.

   Resident hereby knowingly and voluntarily accepts the risks of delays and the dwelling unit not being ready for occupancy on the date set forth in the Lease Contract. Resident agrees that Owner’s failure to have the dwelling unit ready on the set date in the Lease Contract due to a repair, renovation, improvement, or construction delay does not constitute a willful failure to deliver possession of the dwelling unit in a habitable condition.

   Resident hereby waives and relinquishes any rights, claims, or causes of action against Owner related to delays in delivering the dwelling unit, including, but not limited to, any holdover rent, or other penalties imposed at Resident’s current place of residence, provided however, that Owner agrees that rent will not commence under the Lease Contract until possession is delivered to Resident.

9. DISPLACEMENT. In the event Resident must be displaced from the dwelling unit that is the subject of the Lease Contract due to a repair, renovation, improvement, or construction in or around the dwelling unit, Owner, at Owner’s sole option, shall transfer Resident to another dwelling unit within the apartment community that is not affected by the repair, renovation, improvement, or construction or shall provide appropriate comparable accommodations for Resident. However, in the event of Resident’s displacement and subsequent re-location, the terms of the Lease Contract, including but not limited to the payment of rent shall remain in full force and effect.

10. SEVERABILITY. If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. If the court shall interpret the lease contract and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the interest of the parties.
# Articles of Amendment

**September 30, 2020**

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<td>Customer Reference:</td>
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**Transaction Reference:**

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**Status:**

Accepted

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**Order Request:**

Expedited

**Notes:**

"Please file 1hr expedited service, thank you!"
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "BRE PORTOFINO MF PROPERTY OWNER LLC", CHANGING ITS NAME FROM "BRE PORTOFINO MF PROPERTY OWNER LLC" TO "ALIRO RESERVE LLC", FILED IN THIS OFFICE ON THE THIRTIETH DAY OF SEPTEMBER, A.D. 2020, AT 2:28 O’CLOCK P.M.

Jeffrey W. Bullock, Secretary of State
STATE OF DELAWARE
CERTIFICATE OF AMENDMENT TO THE
CERTIFICATE OF FORMATION
OF
BRE PORTOFINO MF PROPERTY OWNER LLC

It is hereby certified that:

1. The name of the limited liability company (hereinafter called the “limited liability company”) is BRE Portofino MF Property Owner LLC.

2. The Certificate of Formation of the limited liability company is hereby amended by striking our Paragraph First thereof and by substituting in lieu of said Paragraph the following new Paragraph First:

FIRST: The name of the limited liability company is Aliro Reserve LLC

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment on the 29th day of September, 2020.

By: ____________________________
Name: Lakecia Stanford, Authorized Person
ATTN: MM-AIRO RESERVE LLC

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