

RHODE ISLAND

1. This Lease is governed by Chapter 34 of the Rhode Island General Laws (“Code”) and any other applicable federal, state or local laws. You are advised to read the Code before signing this Lease. In the case of any conflict between the terms of this Lease and the Code, the terms of the Code will control.

2. Excepted from Section 1(b) are the limited circumstances where there is a failure by us to make available heat, water, hot water or other essential services, consistent with Rhode Island laws and regulations

3. The second to last line in Section 3 is hereby deleted. For the avoidance of doubt, the following sentence is deleted “Except as set forth in this Section, no other remedy is available to you and you waive your right to any other remedy.”

4. Section 8(e) is made subject to the remedies for abandonment as set forth in Section 10 of the Lease.

5. The second line in Section 10(b) is deleted in its entirety and replaced with the following “You may substitute a new resident without our assistance, and if we accept such new resident as determined in our sole judgment, you will be liable for a reletting charge of \$300.00 to cover administrative expenses.”

6. Section 10 is also amended to add the following subsection (c):

(c) Absence and Abandonment. You must notify us of any anticipated extended absence from the Premises in excess of ten (10) days no later than the first day of the extended absence. If you abandon the Premises (that is, you appear to have moved out before the end of the Lease without notice to us and have no intention of returning, as evidenced by nonpayment of rent for more than fifteen (15) days and clothes and personal belongings have been substantially moved out), we shall send a certified letter, return receipt requested, to your last known address giving notice that unless a reply is received from you within seven (7) days, we shall re-rent the Premises. If the notice is returned as undeliverable, or you fail to contact us within seven (7) days, we shall make reasonable efforts to rent the Premises at a fair rental. If we rent the Premises for a term beginning before the expiration of the rental agreement, the tenancy terminates as of the date of the new tenancy.

7. Section 11(a) is hereby deleted in its entirety and replaced with the following:

If the Summary of Lease Terms shows a Security Deposit amount, then you are required to deposit a Security Deposit, not to exceed the amount of one month’s rent, with Management as partial security for all of your obligations under this Lease (the Security Deposit will not be our limit of damages if you violate this Lease). If you have made an application deposit in connection with this Lease, then at your request we will apply the application deposit toward payment of your Security Deposit. Among other items, any damage to the Premises, the cost of labor and materials for cleaning and repairs, and the amount of delinquent payments, late charges and other amounts you owe us under this Lease may be deducted from the Security Deposit. If, prior to the date of your moving out, the Security Deposit is reduced because we applied all or part of it to your unpaid obligations, you agree that within three (3) days after receipt of written notice from us, you will deposit with Management the funds necessary to restore the Security Deposit to its full amount. You cannot use the Security Deposit to offset or pay in advance any month’s Rent or any other charges under this Lease, but we can use, if we want to, all or any part of the Security Deposit, for any unpaid obligations. If you have notified us of your forwarding address, you agree that we have twenty (20) days from the later to occur of (i) termination of the tenancy; (ii) delivery of possession; or (iii) receipt of your forwarding address, to return any unused portion of the Security Deposit to you after the expiration or termination of this Lease. We will provide to you a description and itemized listing of deductions that we have taken from the Security Deposit along with the amount of the Security Deposit that is due to you. If we sell the Apartment Community, your Security Deposit will be transferred to the new owner, and we will not have any further liability to you for the return of all or any portion

of the Security Deposit - you must look to the new owner. If applicable, the Security Deposit will be deposited at ___N/A___ in an [interest-bearing] [non-interest bearing] account. Any interest earned on the Security Deposit will accrue for the benefit of, and will be paid to us or as we direct, and such interest, if any, may be withdrawn by us or our agent from such account as it accrues as often as is permitted by the terms of the account.

8. Section 14(f) is hereby deleted in its entirety and replaced with the following:

(f) We are not liable to you for personal injury or damage or loss of personal property from fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosion, theft, vandalism, or surges or interruption of utilities: except to the extent that such injury, damage or loss is caused by our gross negligence. We do not insure the contents of your Apartment. We require that you obtain a renter's insurance policy or verify coverage with another policy such as a guarantor's homeowner policy. Your insurance policy should include liability coverage and personal property coverage. We also require that you provide sufficient proof of such insurance coverage and that you maintain that coverage. We will comply with Section 23-13 of the Providence, Rhode Island Code of Ordinances as it pertains to removal of snow and ice on any sidewalk, including the area around fire hydrants and opening of catch basins, bordering any street, highway or public place. Otherwise, we have no duty to remove ice, sleet or snow, but we may do so in whole or in part, with or without notice to you.

9. The first sentence in Section 15 is hereby deleted in its entirety. For the avoidance of doubt, the following sentence has been deleted: "TO THE FULLEST EXTENT ALLOWED BY LAW YOU, FOR YOURSELF AND ALL OTHER PARTIES, RELEASE US FROM ANY AND ALL CLAIMS, LOSSES, LIABILITIES AND/OR DAMAGES FOR (i) LOSS OR THEFT OF YOUR AND ANY OTHER PARTY'S PERSONAL PROPERTY, (ii) ACCIDENTS OR INJURIES TO YOU, OR ANY OTHER PARTY, IN OR ABOUT THE PREMISES OR THE APARTMENT COMMUNITY, AND/OR (iii) MOLD, MILDEW OR OTHER POTENTIALLY HEALTH AFFECTING SUBSTANCES OR CONDITIONS IN THE APARTMENT, EVEN IF CAUSED IN PART (BUT NOT IN WHOLE) BY OR RELATED TO OUR NEGLIGENCE."

10. The first sentence in Section 17 is deleted in its entirety and replaced with the following: "WE, AND OUR RESPECTIVE AGENTS, EMPLOYEES, MAINTENANCE, REPAIRERS, SERVICERS AND REPRESENTATIVES MAY, WITHOUT TWO (2) DAYS' NOTICE, AT ANY REASONABLE TIME (UNLESS IT IS AN EMERGENCY OR IS IMPRACTICAL TO PROVIDE SUCH NOTICE), ENTER THE PREMISES FOR ANY REASON THAT WE DEEM TO BE REASONABLE, INCLUDING WITHOUT LIMITATION OUR ENTRY OF THE APARTMENT FOR THE PURPOSE OF PREPARING ANY UNOCCUPIED BEDROOM IN THE APARTMENT FOR RE-RENTAL, TO INSPECT THE APARTMENT FOR THE PRESENCE OF MOLD OR OTHER CONDITIONS OR TO MAKE REPAIRS OR REMEDY ANY VIOLATION OF THIS LEASE TO THE APARTMENT." Additionally, we can enter the Premises upon two (2) days' prior notice to show a bedroom or Apartment to government inspectors, lenders, prospective buyers or residents, other tenants or insurance agents.

11. The parenthetical in Section 18(d) is deleted in its entirety.

12. The parenthetical in the first sentence in Section 19 is hereby deleted in its entirety and replaced with the following "(or following any applicable notice and cure period by law)".

13. Section 26 is hereby deleted in its entirety and replaced with the following: "If we violate this Lease, before you bring any action against us, you first have to give us written notice of the nature of our violation and allow us thirty (30) days to cure it."

14. The last sentence in Section 27 is hereby deleted in its entirety.

15. Section 33 is hereby added to the Lease and shall read as follows:

"33. MANAGEMENT. Management is authorized to manage the Premises on behalf of the Landlord, and to give and accept notices, demands and service of process on behalf of Landlord. "