

THE UNIVERSITY OF ALABAMA®

NOTICE OF AWARD OF PRICE CONTRACT

Haus Tuscaloosa, LLC
Dba Spaces Management (Blue Haus)
PO Box 1400
Tuscaloosa, AL 35405

RFP No: UA21-160
Date: 7/26/2021

Contract Term: 8/1/2021 to 12/31/2021
Renewal Option Thru: 7/31/2026
Terms:

Representative: Andy Turner
Email: andy@spacesmanagement.com
Phone: 205-394-4286

Buyer: Amy Chambley
Email: atchamb@ua.edu

Commodity/Service: Lease of Off-Campus Housing

The Contractor is hereby awarded this Price Contract, (hereinafter “Contract”) to furnish the goods and/or services listed as required by the University of Alabama during the Contract term indicated above. Shipments are to be made only upon receipt of official notification. Unless otherwise specified herein, this Contract incorporates by reference the Solicitation, [The University of Alabama’s General Terms and Conditions](#), and Contractor’s Response to Solicitation and these documents are expressly made a part hereof and, in conjunction with any additional documents listed in Section 1 below, collectively represent the Contract Documents. In the event of any conflict between the terms and provisions of this Contract and the terms and provisions of the Contract Documents, the terms and provisions of the Contract shall control. In the event of conflicts between various instruments comprising the Contract Documents, the priority will be in the order listed in Section 1 below.

DESCRIPTION

This document (“Notice of Award of Price Contract and Agreement”) establishes a contract between The Board of Trustees of The University of Alabama, for and on behalf of The University of Alabama, Tuscaloosa, Alabama (herein referred to as the “the University”) and Haus Tuscaloosa, LLC (DBA Spaces Management, Blue Haus) (hereinafter referred to as “Contractor”) to provide a(n) Commodity/Service as described in the above referenced Request for Proposal.


NOW, THEREFORE, the premises considered and further in consideration of the promises and obligations to be kept and performed by the parties hereto, the University and Contractor hereby agree as follows:

1. The following shall become part of this Price Contract and are incorporated by reference as if set out fully herein:
 - (a) Appendix A – Master Lease Agreement including all referenced Exhibits
 - a. Exhibit B – Schedule of Reserved Beds reflects reserved beds at time of Contract execution. Reserved beds may be modified, added or deducted from this Contract at any time by mutual agreement. If for any reason the Contractor is unable to meet the University’s potential need for additional beds, the University reserves the right to enter into similar Contract(s) with other vendor(s).
 - (b) The University of Alabama Solicitation No. UA21-160 dated 06/03/2021.
 - (c) Contractor response to Solicitation No. UA21-160 dated 06/14/2021.
2. **Signature Authority.** The representative of the University in executing the Contract represents that he/she signs as a properly authorized representative of University and does not assume any personal liability for compliance with the terms and conditions of the Contract. Contractor representative represents and warrants that he/she is the duly appointed agent and representative of Contractor, with full authority to execute the Contract, without any further requirements or approvals.
3. **Captions.** The captions and headings in this Contract are for convenience of reference only and in no way define, limit, or describe the scope or intent of any provision or sections of this Contract.


4. **Counterparts.** This Contract may be executed in multiple counterparts (no one of which need contain the signatures of more than one party hereto so long as each party hereto executes at least one such counterpart), each of which shall be deemed an original and all of which, when taken together, shall constitute and be one and the same instrument.

OFFICIAL APPROVAL
THE UNIVERSITY OF ALABAMA

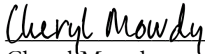
OFFICIAL SIGNATURE
CONTRACTOR NAME

DocuSigned by:


Ken Roberts
Director of Procurement Services
Aug-11-2021
Date

DocuSigned by:


Andy Turner
Aug-11-2021
Date

DocuSigned by:


Cheryl Mowdy
Assistant Vice President for Finance and Operations
Aug-10-2021
Date

Andy Turner

Typed or Printed Name

Managing Member

Title

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

**STATE OF ALABAMA
COUNTY OF TUSCALOOSA**

LEASE AGREEMENT FOR APARTMENTS

THIS LEASE AGREEMENT FOR APARTMENTS Blue Haus Apartments dated as of the 26th_ day of July, 2021 (sometimes herein "Effective Date"), between Haus Tuscaloosa, LLC, 1810 Commons North Drive; Tuscaloosa, Alabama 35406, (hereinafter called "Landlord") and THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA, a public corporation, for and on behalf of The University of Alabama with an address for purposes of this lease of Box 870399, Tuscaloosa, AL 354887-0399 (herein called "Tenant" or the "University").

INTRODUCTION

1. Landlord is the owner of the real property described on Exhibit "A" attached hereto with a street address of 1514 6th Avenue East (sometimes hereinafter, the "Land").
2. Landlord has developed (or is in the process of developing) a residential apartment complex on the Land known as Blue Haus Apartments (sometimes hereinafter, the "Complex").
3. Tenant desires to lease those residential apartments in the Complex which are identified on Exhibit "B" attached hereto (sometimes hereinafter, singularly, as an "Apartment" and, collectively, as "Apartments").
4. Each of the Apartments may sometimes hereinafter be referred to as the "Premises".
5. The Apartments are contained in one (1) or more buildings located in the Complex, singularly, a "Building" and, together, the "Buildings".
6. Tenant intends, subject to the terms and conditions hereof, to assign Tenant's students to the Apartments (each of which may sometimes be referred to herein as a "Subtenant" (and sometimes together as "Subtenants") and pursuant to the University's standard housing contract with each of the Subtenants, such housing contracts being sometimes referred to herein, singularly, as a "Sublease" and, together, as "Subleases".
7. The managing agent of the Complex is Spaces Management, which, together with any successor managing agent for the Complex, shall be referred to as the "Managing Agent."
8. The Complex contains certain Common Areas, defined below, and any reference to Complex herein shall also include areas of the Complex considered as Common Areas.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, Landlord and Tenant agree as follows:

ARTICLE 1

Premises, Term and Fixed Rent

1.01 Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord upon and subject to the terms, covenants, provisions and conditions of this lease, and the warranties set out in Exhibit "E" attached hereto.

1.02 Landlord shall be obligated to provide and pay for the Landlord Supplied Utilities as defined and as provided in Section 13.01 below.

1.03 The term of this lease shall commence on August 1, 2021, and end December 31, 2021, a term of five (5) months or on such earlier date upon which the term of this lease shall expire or be cancelled or terminated pursuant to any of the conditions or covenants of this lease. The Tenant shall have first right to renew the lease for a subsequent six (6) month term by notifying Landlord in writing of their intent no later than forty-five (45) days prior to the end date of the current term. In consideration thereof, Tenant agrees to pay Landlord on the first day of each month of said term in advance, as rent for each bedroom the sum of (\$995) per month for 1- bedroom units, and (\$715) per month per bedroom for two-bedroom units. Room availability shall be as shown in Exhibit B.

Tenant shall have the option to renew this Lease Agreement as needed for an aggregate period not to exceed one (1) year from the commencement date of the term. Such renewal may be subject to the approval of The Board of Trustees of The University of Alabama.

1.04 The rents for each term shall be and shall consist of fixed rent (herein called "Fixed Rent") as specified on Exhibit "C" for those units identified on Exhibit "B" attached hereto (sometimes hereinafter, the "Fixed Rent Schedule") which includes on a per bed basis for each unit a base rent, a fixed fee for furniture, and a fixed utility charge (excluding electricity, which shall be billed by the Landlord to the Tenant directly) all to be paid in lawful money of the United States to Landlord at its office, or such other place, or to Managing Agent and at such other place, as Landlord shall designate by notice to Tenant.

1.05 (a) The "Commencement Date" shall be August 01, 2021.

(b) The "Rent Commencement Date" shall be the Commencement Date.

1.06 Tenant covenants and agrees to pay Fixed Rent per the Fixed Rent Schedule promptly when due, without notice or demand therefor and without any abatement, deduction or setoff for any reason whatsoever, except as may be expressly provided in this lease.

1.07 Fixed Rent shall be due and payable on or before the Due Dates set forth on the Fixed Rent Schedule.

1.08 No payment by Tenant or receipt or acceptance by Landlord of a lesser amount than the correct Fixed Rent shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance or pursue any other remedy in this lease or otherwise at law provided.

ARTICLE 2

Use of Premises

2.01 Tenant shall use the Premises for purposes of entering into Subleases with its Subtenants (who shall utilize the Apartment subject to each Sublease for residential purposes only and subject to the terms and conditions provided in the Subleases). No Apartment shall be utilized for any other purpose.

2.02 If any governmental license or permit shall be required for the proper and lawful use of the Premises or any part thereof as provided in 2.01 above, Landlord, at its expense, shall duly procure and thereafter maintain such license or permit. Tenant shall at all times comply with the terms and conditions of each such license or permit procured by Landlord, as well as any other license or permit affecting the Premises.

2.03 Tenant shall not at any time use or occupy the Premises, or knowingly suffer or permit anyone to use or occupy the Premises, or do anything in the Premises, or knowingly suffer or permit anything to be done in, brought into or kept on the Premises (nor shall Tenant permit any Subtenant or Subtenant Guest, defined below, to do any of the foregoing), that in any manner in the reasonable discretion of Landlord: (a) violates the Certificate of Occupancy for the Complex or any portion thereof; (b) causes or is liable to cause injury to the Premises or any equipment, facilities or systems therein; (c) constitutes a violation of the laws and requirements of any public authorities; (d) impairs or tends to impair the character, reputation or appearance of the Premises or the Complex (or any portion of either); (e) impairs or tends to impair the proper and economic maintenance, operation and repair of the Premises or the Complex (or any portion of either) and/or its equipment, facilities or systems; (f) annoys or inconveniences or tends to annoy or inconvenience other tenants or occupants of the Complex; or (g) constitutes a nuisance, public or private. For purposes of this Lease, "Subtenant Guest" shall mean any guest, invitee, visitor, agent, contractor or vendor of any Subtenant, any guest, invitee, visitor, agent, contractor or vendor of a Subtenant Guest or any other person accompanying a Subtenant or Subtenant Guest, and any other person visiting or otherwise entering upon the Complex with the express or implied permission of a Subtenant or Subtenant Guest.

2.04 With respect to the Subleases and selection of Subtenants, Tenant shall not discriminate on the basis of race, creed, religion, gender or national origin and shall otherwise at all times be in compliance with all applicable law, regulations, orders, decrees and similar requirements of all governmental authorities and/or tribunals with respect to the leasing or subleasing of residential apartments and other residential real property.

2.05 Landlord will furnish one swipe card or similar access card to each Subtenant. Tenant shall require each Subtenant to pay for the replacement of lost or stolen access cards.

ARTICLE 3

Common Areas

3.01 The Common Areas (as defined below) and other facilities in or about the Complex shall at all times be subject to the control and management of Landlord and/or Managing Agent or such other parties as Landlord may designate. Tenant shall have no right or interest in the Common Areas, except as expressly granted in this Lease. Landlord shall have and hereby reserves at any time and from time to time during the term of this Lease the right, in its sole discretion: (a) to redesignate, modify, alter, expand, reduce and to change the Common Areas, including without limitation, the area, level, location and arrangement of all parking areas and driveways; (b) to change the character, dimensions and locations of the Common Areas; and (c) to temporarily close any part of the Common Areas for any periods deemed necessary by Landlord or Managing Agent to make repairs or alterations or otherwise.

3.02 "Common Areas" shall mean those areas of the Complex which Landlord and/or Managing Agent deem, in their discretion in the future, to be generally available to all tenants in the Complex on a non-exclusive basis. Examples may include the clubhouse, conference rooms, if any, lobbies, atriums, hallways, public seating areas, public bathrooms, drinking fountains, entrances, elevators and any passageways thereto, corridors, pool, pool deck, vending areas, parking areas, all streets, sidewalks and landscaped areas and any and all other similar facilities or areas provided for the non-exclusive common use or benefit of tenants in the Complex. Tenant acknowledges that some of the above Common Areas are merely planned and will not exist during all or some of the term of this lease.

3.03 Landlord and Tenant agree that: (a) Tenant and Subtenants shall have non-exclusive use of all Common Areas; and (b) Tenant agrees to obey (and to cause Subtenants and Subtenant Guests to obey) any and all Rules and Regulations relating to the Common Areas from time to time.

3.04 Landlord shall maintain all Common Areas in a reasonable manner, ensuring that all Common Areas are regularly cleaned, maintained, and that all security measures, lights, fans, and other equipment in Common Areas are

kept in working order or repaired in a timely manner. If Landlord fails to maintain Common Areas as required, Tenant may make a written request for such repairs, cleaning, and/or maintenance and may withhold payment until Landlord has complied with the request or provided sufficient assurances that Landlord will comply with the request, the sufficiency of which shall be in the sole discretion of Tenant.

ARTICLE 4

Subordination to Superior Parties

4.01 This lease, and all rights of Tenant hereunder, are and shall be subject and subordinate to all mortgages that may now or hereafter affect the Land and/or any portion of the Complex, whether or not such mortgages shall also cover other lands and/or buildings, to each and every advance made or hereafter to be made under such mortgages, and to all renewals, modifications, replacements and extensions of such mortgages. This section shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Tenant shall promptly execute, acknowledge and deliver any instrument that Landlord, any such mortgage holder or any of their respective successors in interest may reasonably request to evidence such subordination. If Tenant fails to execute, acknowledge or deliver any such instruments within ten (10) days after request therefor, Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's attorney-in-fact, coupled with an interest, to execute and deliver any such instruments for and on behalf of Tenant. Any mortgage to which this lease is subject and subordinate may sometimes be called herein a "Superior Mortgage" and the holder of a Superior Mortgage may sometimes be called herein a "Superior Mortgagee." Superior Mortgages may sometimes herein be collectively referred to as "Superior Instruments" and singularly as a "Superior Interest" and Superior Mortgagees may also be collectively referred to as "Superior Parties" and singularly as a "Superior Party".

4.02 If any act or omission of Landlord would give Tenant the right, immediately or after lapse of a period of time, to cancel or terminate this lease, or to abate or offset against the payment of rent or to claim a partial or total eviction, Tenant shall not exercise such right (a) until it has given written notice of such act or omission to Landlord and each Superior Mortgagee whose name and address shall previously have been furnished to Tenant, and (b) until a reasonable period for remedying such act or omission shall have elapsed following the giving of such notice and following the time when such Superior Mortgagee shall have become entitled under such Superior Mortgage to remedy the same (which reasonable period shall in no event be less than the period to which Landlord would be entitled under this lease or otherwise, after similar notice, to effect such remedy plus thirty (30) days), provided such Superior Mortgagee shall with due diligence give Tenant notice of intention to, and commence and continue to, remedy such act or omission.

4.03 If any Superior Party, or any designee of any Superior Party, shall succeed to the rights of Landlord under this lease, whether through possession or foreclosure action or otherwise, then at the request of such party so succeeding to Landlord's rights (herein called "Successor Landlord") and upon such Successor Landlord's written agreement to accept Tenant's attornment, Tenant shall attorn to and recognize such Successor Landlord as Tenant's landlord under this lease and shall promptly execute and deliver any instrument that such Successor Landlord may reasonably request to evidence such attornment. Upon such attornment this lease shall continue in full force and effect as a direct lease between the Successor Landlord and Tenant upon all of the terms, conditions and covenants as set forth in this lease, and subject to any and all the rights and claims of Tenant based on the actions or omissions of the Landlord that may have accrued prior to such attornment.

ARTICLE 5

Quiet Enjoyment

5.01 So long as Tenant pays all of the Fixed Rent and observes and performs all of Tenant's other obligations hereunder, Tenant shall peaceably and quietly have, hold and enjoy the Premises without hindrance, ejection or molestation by Landlord or any person lawfully claiming through or under Landlord, subject, nevertheless, to the provisions of this lease and to Superior Mortgages.

ARTICLE 6

Assignment, Subletting and Mortgaging

6.01 Except with respect to Subleases permitted as contemplated below and which are otherwise in full compliance with the terms of this lease, Tenant shall not, whether voluntarily, involuntarily, or by operation of law or otherwise (a) assign in whole or in part or otherwise transfer in whole or in part this lease or the term and estate hereby granted, or offer or advertise to do so, (b) sublet the Premises or any part thereof, or offer or advertise to do so, or allow the same to be used, occupied or utilized by anyone other than Tenant, or (c) mortgage, pledge, encumber or otherwise hypothecate this lease or the Premises or any part thereof in any manner whatsoever. Any attempts to do any of the acts referred to in (a) - (c) above shall, at the option of Landlord, be null void and of no effect.

6.02 If this lease be assigned, whether or not in violation of the provisions of this lease, Landlord may collect rent from the assignee. If the Premises or any part thereof are sublet or occupied by any person, firm or entity other than Subtenants, whether or not in violation of this lease, Landlord may, after default by Tenant, and expiration of Tenant's time to cure such default, collect rent from the subtenant or occupant. In either event, Landlord may apply the net amount collected to the Fixed Rent and Additional Charges herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of any of the provisions of Section 6.01, or the acceptance of the assignee, subtenant or occupant as a substitute tenant, or a release of Tenant from the performance by Tenant of Tenant's obligations under this lease. References in this lease to use or occupancy by others (that is, any person, firm or entity other than Tenant) shall not be construed as limited to Subtenants and those claiming under or through Subtenants but shall also include licensees and others claiming under or through Tenant, immediately or remotely.

6.03 In order for a Sublease to a Subtenant to be permitted under the provisions of this lease, it is agreed:

- (a) The Sublease shall be to a student of Tenant;
- (b) The Sublease shall be in a form approved by Landlord prior to the execution of such sublease;
- (c) No subletting under the Sublease shall be for a term (including any renewal or extension options contained in the sublease) ending later than one (1) day prior to the expiration date of this lease;
- (d)

(e) Each Sublease shall provide that the Subtenant may not assign its rights thereunder or further sublet the Apartment demised under the Sublease, in whole or in part.

ARTICLE 7

Compliance with Laws

7.01 Tenant shall give prompt notice to Landlord of any notice it receives of the violation of any law or requirement of any public authority with respect to the Premises or the use or occupation thereof by the Subtenants. Landlord, at its expense, shall comply with all laws and requirements of public authorities as shall affect the Premises, but may defer compliance so long as Landlord shall be contesting the validity or applicability thereof. Tenant shall be responsible for ensuring that Subtenants comply with all present and future laws and requirements of any public authorities applicable to the Complex and/or the Premises or the use and occupation thereof, and for the abatement of any nuisance in, on or about the Premises or the Complex arising from or attributable to Subtenant's use and occupation thereof.

ARTICLE 8

Insurance

8.01

Landlord and Tenant each agree to provide and maintain during the entire term of this lease at its sole expense insurance coverage as set out on Exhibit "F".

ARTICLE 9

Rules and Regulations

9.01 Tenant, through the terms of its Sublease with Subtenants, shall require each Subtenant to faithfully observe and comply with any and all rules and regulations as Landlord and/or Managing Agent at any time or times hereafter may make and communicate to Tenant or Subtenant, that, in Landlord's judgment, shall be necessary for the reputation, safety, care and appearance of the Complex, or the preservation of good order therein, or the operation or maintenance of the Complex (any and all of rules and regulations being herein called "Rules and Regulations" and a copy of the current version of the same being attached hereto as Exhibit "D"); provided, however, that in case of any conflict or inconsistency between the provisions of this lease and any of the Rules and Regulations, the provisions of this lease shall control.

9.02 Nothing in this lease contained shall be construed to impose upon Landlord any duty or obligation to enforce the Rules and Regulations against Tenant, Subtenant, Subtenant Guest or any other tenant or any employees or agents of Tenant or any other tenant, and Landlord shall not be liable to Tenant, any Subtenant or any Subtenant Guest, for violation of the Rules and Regulations by another tenant or her/his/its employees, agents, invitees, guests, visitors or licensees.

ARTICLE 10

Discharge of Liens

10.01 Tenant will not create, or permit to be created, and remain any mechanics' lien filed against the Premises, the Complex or the Land, for work, labor, services, or materials, done for or supplied to or claimed to have done for or supplied to Tenant. Tenant shall discharge any such lien, at its sole cost and expense by the payment thereof or by filing any bond required by law, within ten (10) days from the earlier of:

- (i) the date Tenant receives written demand from Landlord to discharge said lien, or
- (ii) the date Tenant obtains knowledge that any such lien has been filed.

If Tenant shall fail to discharge any such lien, Landlord may at its option, discharge the same and treat the cost thereof as additional rent, due and payable upon receipt by Tenant of a written statement of cost from Landlord. It is

hereby expressly agreed that such discharge of any lien by Landlord shall not be deemed to waive or release Tenant from its Default under this lease for failing to discharge the same.

ARTICLE 11

Removal of Property of Tenants and Subtenants

11.01 On or before the Expiration Date of this lease (or immediately upon any earlier termination of this lease) Landlord and Tenant shall conduct an inspection of each unit to determine if any repairs or other refurbishment of the Apartments is necessary before an Apartment will be made available for subsequent occupation. If so, Landlord shall, on behalf of Tenant, repair, or make suitable arrangements for making such repairs, any and all damage to the Premises and/or any repairs necessary in order to comply with Tenant's obligations under this lease including, without limitation, the obligations under Article 12 and the representations of Landlord in Exhibit "E", Tenant shall reimburse Landlord for the reasonable cost of such repairs.

11.02 Any other items of Tenant/Subtenant Property that shall remain in the Premises after the Expiration Date of this lease, or within 15 days following an earlier termination date, may at the option of Landlord, be deemed to have been abandoned, and in such case such items may be retained by Landlord as its property or disposed of by Landlord, without accountability, in such manner as Landlord shall determine.

ARTICLE 12

Repairs and Maintenance

12.01 Tenant shall (and shall require each Subtenant in each Sublease), at Tenant's expense if Subtenant shall violate such requirement, throughout the term of this lease, to take good care of and maintain in good order and condition the Apartments and the fixtures and improvements therein. Tenant shall be responsible for all repairs, interior and exterior, structural and non-structural, ordinary and extraordinary, foreseen or unforeseen, in and to the Apartments, if and only if the need for which arises out of: (a) the failure of Tenant or Subtenant to comply with the foregoing repair and maintenance obligations; or (b) (i) the performance, installation, removal, or existence of alterations to an Apartment by Tenant, or Subtenant without the Landlord's prior consent, (ii) the moving of any Tenant/Subtenant Property in or out of the Apartments, or (c) any act, omission, misuse or neglect of Tenant, any Subtenants or Subtenant Guests, or their respective employees, agents, contractors, guests, vendors, visitors or invitees, but excluding normal wear and tear.

12.02 Tenant or Subtenant shall give Landlord prompt notice of any defective condition in any plumbing, heating, air-conditioning or ventilation system or electrical lines or other mechanical systems located in, servicing or passing through the Premises. Following such notice, Landlord shall endeavor to remedy the conditions, but at the expense of Tenant if Tenant, any Subtenant or any Subtenant Guest is solely responsible for same under the provisions of this article.

12.03 Except as otherwise expressly provided in this lease, Landlord shall have no liability to Tenant or any Subtenant, nor shall Tenant's covenants and obligations under this lease be reduced or abated in any manner whatsoever, by reason of any reasonable inconvenience, annoyance, interruption or injury arising from Landlord's making any repairs or changes that Landlord is required or permitted by this lease, or required by law, to make in or to the fixtures, equipment or appurtenances of the Premises.

ARTICLE 13

Landlord Services

13.01 The only services which Landlord shall be required to provide in connection with this lease and the Premises shall be to supply the following utility services: water, sewer, trash, internet (from a provider with which Landlord will contract for the Complex) and basic cable service (together "Landlord Supplied Utilities"). Landlord shall have no other responsibility for the supply of any other services including, without limitation, telephone service.

13.02 The Parties understand and acknowledge that any failure of Landlord to provide the Landlord Supplied Utilities for any period of time longer than 24 hours would cause irreparable harm to Tenant and Subtenants and would require Tenant to provide alternate boarding and services to Subtenants. Landlord agrees that any such failure would permit Tenant, at its sole option, to terminate this Lease Agreement without further liability or obligation for any further payment and demand a prorated refund of all amounts prepaid by Tenant up to and including the date the failure to provide the Landlord Supplied Utilities began or, in the alternative, to demand that Landlord pay all reasonable costs associated with providing alternative living arrangements for Subtenants until all Landlord Supplied Utilities are restored. Any right exercised by Tenant under this section shall be cumulative and shall not prevent Tenant from exercising any other rights available to it. For the sake of clarity, this section shall only apply to the extent the failure to provide Landlord Supplied Utilities is caused by the action(s) or inaction(s) of Landlord and/or its employees, agents, contractors, and representatives.

ARTICLE 14

Compliance with Subleases

14.01 Except as otherwise provided in this lease, the Managing Agent shall be responsible for ensuring that each Subtenant will perform the obligations of Subtenant under each Subtenant housing contract.

ARTICLE 15

Landlord Access to Building and Premises

15.01 Landlord reserves the right and Tenant agrees that Landlord, Managing Agent and/or any person authorized by either of them shall be permitted to conduct, and each and every Sublease shall contain a provision specifically permitting Landlord, Managing Agent and/or persons authorized by either to conduct the activities provided in this Article 15.

15.02 Landlord reserves the right, and upon reasonable prior notice, Tenant shall permit Landlord, Managing Agent and/or persons authorized by either, to install, erect, use and maintain pipes, ducts and conduits in and through the Premises.

15.03 Landlord, Managing Agent and/or persons authorized by either of them shall have the right to enter and/or pass through the Premises at any time or times (a) to examine the Premises and to show them to Superior Mortgagees, or prospective purchasers, mortgagees or lessees of the Premises; (b) to make such repairs, alterations, additions and improvements in or to the Premises and/or in or to the Building(s) or its facilities and equipment as Landlord, Managing Agent and/or persons authorized by either of them is or are required or desire to make, and (c) to read any utility meters located in or around the Premises; provided, however, that if such entry and/or pass through requires entry into an Apartment, then before entering the Apartment Landlord shall give Tenant no less than 48 hours advance notice of its impending entry into the Apartment. For the purpose of making repairs or maintaining its Premises, Landlord, Managing Agent and such persons authorized by either of them shall be allowed to take all necessary repair and maintenance materials into any of the Apartments and/or in or around any of the Buildings that may be required in connection therewith, without any liability to Tenant or any Subtenant and/or without any reduction of covenants and obligations hereunder, subject to the notice to tenant requirement.

15.04 Landlord reserves the right, without it being deemed a constructive eviction and without incurring any liability to Tenant or Subtenant therefor, or affecting or reducing any of Tenant's covenants and obligations hereunder, to make or permit to be made, at reasonable times and under reasonable conditions, such repairs in or to the Premises and/or any of the Buildings and the fixtures and equipment thereof, as well as in or to the entrances, doors, halls, passages, elevators, escalators and stairways thereof, and other public parts of the Premises or Building(s), as Landlord shall deem necessary or desirable.

15.05 If Tenant or any Subtenant shall not be personally present to open and permit an entry into the Premises at any time when for any reason an entry therein shall be urgently necessary by reason of fire or other emergency, Landlord, Managing Agent or any person authorized by either of them, with concurrent notice to the Tenant, may forcibly enter the same without liability or obligation to Tenant or any Subtenant (provided, however, reasonable care shall be afforded to Subtenant Property) and without in any manner affecting the obligations and covenants of Tenant under this lease.

ARTICLE 16

Damage or Destruction

16.01 If any Building or any Apartment situated therein shall be partially or totally damaged or destroyed by fire or other casualty (and if this lease shall not be terminated as in this article hereinafter provided), Landlord shall repair the damage to and restore and rebuild the Building and the Apartment (excluding Subtenant Property) with reasonable dispatch after notice to Landlord of the damage or destruction.

16.02 If all or part of any Building or any Apartment situated therein shall be damaged or destroyed or rendered completely or partially untenantable on account of fire or other casualty, the Fixed Rent under Article 3 hereof shall be abated in the proportion that the untenantable area of the Premises bears to the total area of the Premises, for the period from the date of the damage or destruction to (i) the date the damage to the Premises shall be substantially repaired (provided, however, that if in Landlord's judgment such repairs would have been substantially completed at an earlier date but for Tenant's having failed to reasonably cooperate with Landlord in effecting such repairs, then the Premises shall be deemed to have been repaired substantially on such earlier date and any reduction or abatement shall cease) or (ii) if the Building and not an Apartment is so damaged or destroyed, the date on which the Apartment shall be made tenantable; provided, however, should Tenant or any of its Subtenants reoccupy a portion of the Apartment during the period the repair work is taking place and prior to the date that the an Apartment are substantially repaired or made tenantable, the Fixed Rent allocable to such reoccupied portion, based upon the proportion that the area of the reoccupied portion of the Apartment bears to the total area of the Apartment, shall be payable by Tenant from the date of such occupancy.

16.03 If any of the Buildings shall be totally damaged or destroyed by fire or other casualty, or if the Building(s) shall be so damaged or destroyed by fire or other casualty (whether or not the any of the Apartments therein are damaged or destroyed) that its repair or restoration requires more than ninety (90) days, then in any such case Landlord or Tenant may terminate this lease by giving the other notice to such effect within thirty (30) days after the date of the casualty.

16.04 Landlord shall have no liability to Tenant for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Premises or of the Building(s) pursuant to this article. Landlord shall use reasonable efforts to make such repair or restoration promptly and in such manner as to not unreasonably interfere with Tenant's use and occupancy of the Premises.

16.05 Landlord will not carry insurance of any kind on Subtenant Property and shall not be obligated to repair any damage to or replace any Subtenant Property and Subtenants agree to look solely to their respective insurance for recovery of any damage to or loss of Subtenant Property.

ARTICLE 17

Eminent Domain

17.01 If the whole or a substantial part of the Premises is condemned or acquired in lieu of condemnation for any public or quasi-public use or purpose, by right of eminent domain or otherwise, then the term of this Lease shall cease and terminate as of the date when title vests in such governmental authority. Landlord shall be entitled to receive the entire award or payment in connection with any taking without reduction therefrom for any estate vested in Tenant by this lease or any value attributable to the unexpired portion of the term of this lease and Tenant shall receive no part of such award except as hereinafter expressly provided in this article. Tenant hereby expressly assigns to Landlord all of its right, title and interest in and to every such award or payment and waives any right to the value of the unexpired portion of the term of this lease. Tenant may make a separate claim against the condemning authority for a separate award for the value of any Tenant's tangible personal property and trade fixtures, for moving and relocating expenses and for such business damages and/or consequential damages as may be allowed by law, provided the same shall not diminish the amount of Landlord's award.

17.02 If less than a substantial part of the Premises is condemned or acquired in lieu of condemnation for any public or quasi-public use or purpose, by right of eminent domain or otherwise, the rent shall be equitably adjusted on the date when title vests in such governmental authority and the Lease shall otherwise continue in full force and effect. For purposes of this article, Landlord, in its sole discretion, shall have determined whether a "substantial part of the Premises" shall be taken.

ARTICLE 18

Surrender; Tenant's Duties Upon Expiration or Termination

18.01 On or before Expiration Date or earlier termination of this lease and in addition to, and not in lieu of the other duties and obligations under this lease and other applicable laws and requirements of any public authorities, or in any document incorporated herein by reference, Tenant shall require each Subtenant to fulfill all requirements outlined in the Rules and Regulations: and also (b) Tenant shall fulfill or perform the following duties:

1. remove all items of Subtenant Property on or before the Expiration Date or the date of the earlier termination of this lease;
2. have its Subtenants immediately vacate all Apartments at the time of said expiration or termination;

3. return all Apartments to Landlord in substantially the same or better condition as the Apartments existed, subject to normal wear and tear, when Tenant took possession, clean and free of trash and debris, and with all appliances and fixtures in good condition and clean and suitable for use by the subsequent tenant;

4. pay all Fixed Rent due from Tenant to Landlord, including, without limitation, charges for damages, the amount of which shall be determined in the reasonable discretion of Landlord;

5. comply with and fulfill all other duties, liabilities, requirements and obligations of Tenant under this Lease and Subtenant under the Sublease.

18.02 No act or thing done by Landlord or its agents shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing and signed by Landlord and each Superior Mortgagee whose mortgage provides that no such surrender may be accepted without its consent.

ARTICLE 19

Default by Tenant

19.01 The happening of any one or more of the following listed events (hereafter referred to singly as a "Default" and plurally as "Defaults") shall constitute a breach of this lease on the part of the Tenant, namely:

(a) the failure of Tenant to pay any part or portion of the Fixed Rent as provided for in this Lease, although no legal or formal demand has been made, and such failure to pay continues for a period of five (5) days after written notice addressed to Tenant has been delivered by Landlord; or

(b) if Tenant violates or fails to perform any of the other conditions, covenants, or agreements of this Lease made by Tenant, and any violation or failure to perform any of those conditions, covenants, or agreements continues for a period of five (5) days after written notice thereof has been delivered by Landlord to Tenant, or, in the case where the violation or failure to perform cannot be corrected within five (5) days, Tenant does not begin to correct the violation or failure to perform within five (5) days after receiving Landlord's written notice and/or Tenant thereafter does not diligently pursue the correction of the violation or failure to perform and cure the same within a period not to exceed thirty (30) days.

ARTICLE 20

Landlord's Remedies

20.01 Upon the occurrence of any Default, Landlord shall have the right, at any time thereafter without limiting Landlord in the exercise of any right or remedy at law or in equity which Landlord may otherwise have by reason of such Default, to exercise any or all of the following remedies:

(a) maintain the lease in full force and effect and recover the rent and other monetary charges as they become due, without terminating Tenant's right to possession irrespective of whether Tenant shall have abandoned the Premises. Landlord at any time during the term of this Lease may elect to terminate this Lease by virtue of such previous default of Tenant; or

(b) terminate Tenant's right to possession by any lawful means, and Tenant shall immediately surrender possession of the Premises to Landlord; or

(c) recover from Tenant the entire rent then remaining unpaid for the full lease term and any other damages incurred by Landlord by reason of Tenant's default.

ARTICLE 21

No Waivers

21.01 The failure of Landlord to insist in any one or more instances upon the strict performance of any one or more of the obligations of Tenant under this lease, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this lease or of the right to exercise such election, and such right to insist upon strict performance shall continue and remain in full force and effect with respect to any subsequent breach, act or omission. The receipt by Landlord of Fixed Rent or partial payments thereof with knowledge of breach by Tenant of any obligation of this lease shall not be deemed a waiver of such breach.

21.02 If there be any agreement between Landlord and Tenant providing for the cancellation of this lease upon certain provisions or contingencies and/or an agreement for the renewal hereof at the expiration of the term, the right to such renewal or the execution of a renewal agreement between Landlord and Tenant prior to the expiration of the term shall not be considered an extension thereof or a vested right in Tenant to such further term so as to prevent Landlord from cancelling this lease and any such extension thereof during the remainder of the original term; such privilege, if and when so exercised by Landlord, shall cancel and terminate this lease and any such renewal or extension; any right herein contained on the part of Landlord to cancel this lease shall continue during any extension or renewal hereof; any option on the part of Tenant herein contained for an extension or renewal hereof shall not be deemed to give Tenant any option for a further extension beyond the first renewal or extended term.

ARTICLE 22

Curing Tenant's Defaults

22.01 If Tenant shall default in the performance of any of Tenant's obligations under this lease, Landlord or any Superior Mortgagee without thereby waiving such default, may (but shall not be obligated to) perform the same for the account and at the expense of Tenant, without notice in a case of emergency, and in any other case only if such default continues after the expiration of the applicable grace period, if any.

ARTICLE 23

Broker

23.01 Tenant covenants, warrants and represents that no broker was instrumental in bringing about or consummating this lease and that Tenant had no conversations or negotiations with any broker except the Broker concerning the leasing of the Premises.

ARTICLE 24

Notices

24.01 Any notice, statement, demand, consent, approval or other communication required or permitted to be given, rendered or made by either party to this lease or pursuant to any applicable law or required of public authority (collectively, "notices") shall be in writing (whether or not so stated elsewhere in this lease) and shall be deemed to have been properly given, rendered or made only if sent by registered or certified mail, return receipt requested, posted

in a United States post office station or letter box in the continental United States, or by overnight mail through a reputable courier such as UPS or FedEx, addressed to the other party at the address set forth Section 24.03 below, and shall be deemed to have been given, rendered or made on the day so mailed. Either party may, by notice as aforesaid, designate a different address or addresses for notices intended for it. Notwithstanding the foregoing, with respect to an occurrence presenting imminent danger to the health or safety of persons or damage to property in, on or about the Premises or during a postal strike, notices may be hand delivered to a party at the address to which notices to that party are to be sent, provided that the same notice is also sent in the manner set forth above.

24.02 Notices hereunder from Landlord may be given by Managing Agent or by Landlord's attorney.

24.03 Unless a different address is designated in the manner described in Section 24.01, notice shall be set to the parties at the following addresses:

If to Landlord, to:

Spaces Management
1810 Commons North Drive
Tuscaloosa, Alabama 35406
Attn: Andy Turner

With a required copy to:

Rosen Harwood
2200 Jack Warner Parkway, Suite 200
Tuscaloosa, Alabama 35401
Attn: Matt Tompkins

If to the University, to:

Office of Counsel, University of Alabama Office
222 Rose Administration Building, Box 870106
Tuscaloosa, Alabama 35487

With a required copy to:

Executive Director
Housing and Residential Communities
Robert E. Witt Student Activity Center
Box 870399
654 Abercrombie Lane
Tuscaloosa, Alabama 35487-0399

ARTICLE 25

Estoppel Certificates

25.01 Each party agrees, at any time and from time to time, on or prior to the tenth day following a written request by the other party, to execute and deliver to the other a statement certifying that this lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), certifying the Commencement Date, Expiration Date and the dates to which the Fixed Rent have been paid, certifying whether or not any security deposit has been delivered in connection herewith and the amount thereof, stating whether or not, to the best of the signer's knowledge, the other party is in default in performance of any of its obligations under this lease, and, if so, specifying each such default of which the signer shall have knowledge and stating whether or not, to the best of the signer's knowledge, any event has occurred that with the giving of notice or passage of time, or both, would constitute such a default, and, if so, specifying each such event, it being intended that any such statement delivered pursuant hereto shall be deemed a representation and warranty to be relied upon by the party requesting the certificate and by others with whom such party may be dealing, regardless of independent investigation. Tenant also shall include or confirm in any such statement such other information concerning this lease as Landlord may reasonably request. Tenant also shall execute and deliver such a statement to any Superior Party within ten (10) days after request by any such Superior Party therefor, and to include or confirm any such statement such other information concerning this lease as such Superior Party may reasonably request.

ARTICLE 26

No Representation by Landlord

26.01 Tenant expressly acknowledges and agrees that Landlord has not made and is not making, and Tenant, in executing and delivering this lease, is not relying upon, any warranties, representations, promises or statements, except to the extent that the same are expressly set forth in this lease or in any other written agreement that may be made between the parties concurrently with the execution and delivery of this lease and shall expressly refer to this lease. All understandings and agreements heretofore had between the parties are merged in this lease and any other written agreement(s) made concurrently herewith, which alone fully and completely express the agreement of the parties and which are entered into after full investigation, neither party relying upon any statement or representation not embodied in this lease or any other written agreement(s) made concurrently herewith.

ARTICLE 27

Holdover

27.01 In the event the lease is not renewed or a new lease is not entered into between the parties, and if Tenant shall then hold over after the expiration of the term of this lease, and if Landlord shall then not proceed to remove Tenant from the Premises in the manner permitted by law (or shall not have given written notice to Tenant that Tenant must vacate the Premises) irrespective of whether or not Landlord accepts rent from Tenant for a period beyond the Expiration Date, the parties hereby agree that Tenant's occupancy of the Premises after the expiration of the term shall be under a month-to-month tenancy commencing on the first day after the expiration of the term, which tenancy shall be upon all of the terms set forth in this lease. Further, Landlord shall not be required to perform any work, furnish any materials or make any repairs within the Premises during the holdover period. It is further stipulated and agreed that if Landlord shall, at any time after the expiration of the original term or after the expiration of any term created thereafter, proceed to remove Tenant from the Premises as a holdover, the Fixed Rent for the use and occupancy of the Premises during any holdover period shall be calculated at one hundred fifty percent (150%) of the Fixed Rent then payable by Tenant. In addition to the foregoing, Landlord shall be entitled to recover from Tenant any losses or damages arising to the subject property from such holdover. Notwithstanding the foregoing, a Subtenant who after the Expiration Date or

date of earlier termination of this lease signs a lease with the Landlord may continue to occupy the Apartment under the terms and conditions and at the rent specified in the lease between the Subtenant and Landlord.

ARTICLE 28

Miscellaneous Provisions and Definitions

28.01 No agreement shall be effective to change, modify, waive, release, discharge, terminate or effect an abandonment of this lease, in whole or in part, including, without limitation, this Section 28.01, unless such agreement is in writing, refers expressly to this lease and is signed by the party against whom enforcement of the change, modification, waiver, release, discharge, termination or effectuation of the abandonment is sought.

28.02 Except as otherwise expressly provided in this lease, the obligations of this lease shall bind and benefit the successors and assigns of the parties hereto with the same effect as if mentioned in each instance where a party is named or referred to; provided, however, that no violation of the provisions of Article 6 shall operate to vest any rights in any successor or assignee of Tenant.

28.03 Tenant shall look only to Landlord's estate and property in the Land and the Building(s) for the satisfaction of Tenant's remedies, for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default by Landlord hereunder, and no other property or assets of Landlord or its partners, members, officers, directors, shareholders or principals, disclosed or undisclosed, shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this lease, the relationship of Landlord and Tenant hereunder or Tenant's use or occupancy of the Premises.

28.04 For the purposes of this lease, the following terms have the meanings indicated:

(a) The term "mortgage" shall include a mortgage and the term "holder of a mortgage" or "mortgagee" or words of similar import shall include a mortgagee of a mortgage or a beneficiary of a deed of trust.

(b) The term "laws and requirements of any public authorities" and words of a similar import shall mean laws and ordinances of any or all of the federal, state, city, town, county, borough and village governments and rules, regulations, orders and directives of any and all departments, subdivisions, bureaus, agencies or offices thereof, and any other governmental, public or quasi-public authorities having jurisdiction over the Premises, and the direction of any public officer pursuant to law, whether now or hereafter in force.

(c) The term "Tenant" shall mean the Tenant herein named or any assignee or other successor in interest (immediate or remote) of the Tenant herein named, which at the time in question is the owner of the Tenant's estate and interest granted by this lease; but the foregoing provisions of this subsection shall not be construed to permit any assignment of this lease or to relieve the Tenant herein named or any assignee or other successor in interest (whether immediate or remote) of the Tenant herein named from the full and prompt payment, performance and observance of the covenants, obligations and conditions to be paid, performed and observed by Tenant under this lease.

(d) The terms "Landlord shall have no liability to Tenant" or "the same shall be without liability to Landlord" or "without incurring any liability to Tenant therefor," or words of similar import shall mean that Tenant is not entitled to terminate this lease, or to claim actual or constructive eviction, partial, or total, or to receive any abatement or diminution of rent, or to be relieved in any manner of any of its other obligations hereunder, or to be compensated for loss or injury suffered or to enforce any other right or kind of liability whatsoever against Landlord under or with respect to this lease or with respect to the use or occupancy of the Premises by Tenant or Subtenant.

(e) The terms "herein," "hereof," and "hereunder," and words of similar import, shall be construed to refer to this lease as a whole, and not to any particular article or section, unless expressly so stated.

(f) The term “and/or” when applied to one or more matters or things shall be construed to apply to any one or more or all thereof as the circumstances warrant at the time in question.

(g) The term “person” shall mean any natural person or persons, a partnership, a corporation, and any other form of business or legal association or entity.

28.05 Except as otherwise provided in this lease, whenever prior consent or permission of Landlord is required before the Tenant is authorized to take a particular type of action, the decision to do so shall be within the sole discretion of the Landlord. This decision shall not constitute a breach under this lease, or a defense by the Tenant to its performance of any covenant, duty, or obligation hereunder that the Landlord delayed or withheld the granting of consent or permission, whether or not the decision to do so was, in the Tenant's opinion, prudent, reasonable, or based on good cause.

28.06 Tenant agrees that any clerical errors or mistakes in this Lease arising from oversight or omission may be corrected by the Landlord at any time and at its own discretion.

28.07 Upon the expiration or other termination of this lease neither party shall have any further obligation or liability to the other except as otherwise expressly provided in this lease and except for such obligations as by their nature or under the circumstances can only be, or by the provisions of this lease, may be, performed after such expiration or other termination; and, in any event, unless otherwise expressly provided in this lease, any liability for a payment that shall have accrued to or with respect to any period ending at the time of expiration or other termination of this lease shall survive the expiration or other termination of this lease.

28.08 If any Superior Mortgagee shall require any modification(s) of this lease, Tenant shall, at Landlord's request, promptly execute and deliver to Landlord such instruments effecting such modification(s) as Landlord shall require, provided that such modification(s) do not adversely affect in any material respect any of Tenant's rights under this lease.

28.09 The submission by Tenant of the lease in draft form shall be deemed submitted solely for Landlord's consideration and not for acceptance and execution. Such submission shall have no binding force or effect and shall confer no rights nor impose any obligations, including brokerage obligations, on either party unless and until both Landlord and Tenant shall have executed the lease and duplicate originals thereof shall have been delivered to the respective parties.

28.10 Irrespective of the place of execution or performance, this lease shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to conflict of laws principles. If any provisions of this lease or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this lease and the application of that provision to other persons or circumstances shall not be affected but rather shall be enforced to the extent permitted by law. The table of contents, captions, headings and titles in this lease are solely for convenience of references and shall not affect its interpretation. This lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this lease to be drafted. Each covenant, agreement, obligation or other provision of this lease on Tenant's part to be performed, shall be deemed and construed as a separate and independent covenant of Tenant, not dependent on any other provision of this lease. All terms and words used in this lease shall be deemed to include any other number and any other gender as the context may require.

28.11 All bills, invoices or statements rendered to Tenant pursuant to the terms of this lease shall be deemed binding and conclusive if, within sixty (60) days of receipt of the same, Tenant fails to notify landlord, in writing, of its intention to dispute such bill, invoice or statement.

28.12 Tenant shall not record this lease or any memorandum thereof.

28.13 The rights in favor of Landlord and Tenant set forth in this lease shall be for the exclusive benefit of Landlord and Tenant, respectively, it being the express intention of the parties that in no event shall such rights be conferred upon or for the benefit of any third party, except for the Subtenants who are students at The University of Alabama.

28.14 Any claims against the Tenant shall be submitted to the Alabama State Board of Adjustment to the extent within its jurisdiction. The Tenant does not waive and specifically reserves all immunities to which it is entitled by the laws of the State of Alabama and the United States, including Article I, section 14 of the Constitution of Alabama, and the Eleventh Amendment to the United States Constitution. Exclusive jurisdiction and venue of any claims not barred by immunity, nor required to be filed before the Alabama State Board of Adjustment shall be in the Circuit Court of Tuscaloosa County, Alabama, or the United States District Court for the Northern District of Alabama, Western Division.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this lease as of the day and year first below written.

TENANT:

The Board of Trustees of
The University of Alabama

DocuSigned by:

By: Cheryl Mowdy
Cheryl Mowdy

Assistant Vice President for Administration
The University of Alabama

Date: Aug-10-2021

LANDLORD:

Haus Tuscaloosa, LLC

DocuSigned by:

By: Andy Farmer
Andy Farmer

Managing Member

Date: Aug-11-2021

Exhibit "A"

DESCRIPTION OF THE LAND

Two apartment buildings consisting of 54 one-bedroom/one-bathroom units and 30 two-bedroom/two-bathroom units located on approximately 1.8+/- acres with surface parking.

Exhibit "B"**SCHEDULE OF RESERVED BEDS**

Bldg	Floor	Unit	Unit Type	Bed Count
2	1	2101	2BD/2BA	2
2	1	2103	2BD/2BA	2
2	1	2105	2BD/2BA	2
2	1	2107	2BD/2BA	2
2	1	2109	2BD/2BA	2
2	1	2110	2BD/2BA	2
2	3	2303	2BD/2BA	2
2	3	2305	2BD/2BA	2
2	3	2306	2BD/2BA	2
2	3	2307	2BD/2BA	2
2	3	2308	2BD/2BA	2
2	3	2309	2BD/2BA	2
1	1	1103	1BD/1BA	1
1	1	1105	1BD/1BA	1
1	1	1116	1BD/1BA	1
1	1	1117	1BD/1BA	1
1	1	1118	1BD/1BA	1
1	2	1207	1BD/1BA	1
1	2	1211	1BD/1BA	1
1	2	1213	1BD/1BA	1
1	3	1307	1BD/1BA	1
1	3	1309	1BD/1BA	1
1	3	1315	1BD/1BA	1
Total		23 Units		35 beds

Exhibit "C"**FIXED RENT SCHEDULE**

Unit Type	Square Feet	Monthly Base Rent/Bed	Monthly Furniture Package	Monthly Utility Package	Monthly Total/Bed
1 bedroom/1 bath – with 1 parking pass	715	\$995.00	\$0.00	\$35.00*	\$1,030.00

Unit Type	Square Feet	Monthly Base Rent/Bed	Monthly Furniture Package	Monthly Utility Package	Monthly Total/Bed
2 bedroom/2 bath – with 2 parking passes	1,075	\$715.00	\$0.00	\$35.00*	\$750.00

***Electricity is not included in the monthly utility package. Landlord shall bill Tenant monthly for these costs.**

Exhibit "D"

Property Rules and Regulations
Addendum

This Addendum shall act as an addendum to the Property Rules and Regulations, which has been made a part of the Lease Agreement. The provisions contained herein shall exist independent of the Property Rules and Regulations and minor offenses (determined in Landlord's sole and absolute discretion) shall be generally enforced according to the procedure listed below. Non- minor offenses shall be enforced according to Landlord's sole and absolute discretion.

First Offense: You will be issued a written warning outlining the violation.

Second Offense: You will be assessed a fine commensurate with the offense, which you will be required to promptly pay.

Third Offense: You will be assessed fine commensurate with the offense, which you will be required to promptly pay, your Guarantor may be notified, and we may terminate your Lease.

1. APARTMENT

- a. No neon, flashing or other signs or use of foil or other unsightly materials to cover or display in windows are permitted. No objects may be thrown from patios, balconies, or windows.
- b. No garments, rugs, bed sheets, blankets, nor any other items shall be hung from the patios, balconies, common hallways or any other exterior area of the community without the prior written consent of the Management.
- c. Balconies and patios shall be kept in a clean and orderly manner. With the exception of outdoor furniture, Residents' garbage, rugs, bed sheets, grills (gas, charcoal, or electric), torches, open flames, or any other personal property shall not be kept on balconies or patios. If this Section is violated, Management may remove the items and issue a fine to the Resident for the removal of the items or for a violation of state law.
- d. No distributing, posting, hanging signs or notices, or soliciting or canvassing in any area of the Property is allowed without Management's prior written consent.
- e. Possession and consumption of alcoholic beverages must be in full compliance with local, state and federal laws and regulations and in accordance with the Property Rules and Regulations. We reserve the right to confiscate any alcohol at the Property that violates these Rules and Regulations and/or local and federal laws.
- f. Welcome mats may be placed in front of the doors, but rugs or carpet remnants are not permitted. For communities with an interior corridor, entrance mats are not permitted.
- g. After moving into the Premises residents are responsible for supplying and changing all interior light bulbs. Colored bulbs are not permitted in any exterior light fixture.
- h. Hot plates, candles, halogen lamps, incense, space heaters, or lighter fluid are prohibited within the Apartment. Owner will not be responsible for any damages incurred from use of the preceding items.
- i. No appliance shall be removed from the Apartment or Common Areas at any time. Residents will be responsible for damages to the furniture that has been provided in each apartment.
- j. Residents shall not perform any repairs, painting, wall papering, electrical changes or other alterations (other than for small nail holes in sheet rock for hanging pictures)

2. COMMON AREAS

- a. The driveways, sidewalks, entry passages, stairs, and halls are not to be obstructed.
- b. Bicycles and other personal property may not be parked or left outside premises, except on private balconies, patios, or bicycle racks that owner may provide. Bicycles, motorcycles and scooters are not to block stairwells, hallways, sidewalks, or other fire escape routes.
- c. All trash and garbage must be placed in receptacles in locations designated by the Property. Resident agrees to deposit trash and refuse directly into such dumpsters and not leave it in the apartments or common areas, hallways, or the Property. The Property reserves the right to impose a charge for the violation of this provision as well as for littering (including but not limited to cigarette butts, bottles, cans, and mail).
- d. Fire warning devices and safety equipment are to be used only in case of emergency. The intentional sounding of an alarm, or tampering with any other safety equipment, outside of any emergency situation is considered a criminal offense.
- e. There will be no smoking permitted in any of the Community public areas at any times. This includes the clubhouse, fitness centers, pool area, and study room. Cigarette butts are to be disposed of properly.
- f. As a convenience, we may accept mail/UPS/FedEx, etc. packages on your behalf; however, we will not be held responsible for damages resulting from theft, damage or other loss. To retrieve your package, you must show your valid picture ID.
- g. No hoverboards driven within the community common areas.
- h. You must comply with posted rules and regulations.

3. PARKING AND TOWING

- a. Vehicles in use in the community may not exceed the set speed limit.
- b. No parking allowed on the grass, sidewalks, or any other area not designated as an appropriate parking space within the parking lot. Any vehicle parked in a handicap space must display the licenses and tags required by the State in which the Property is located.
- c. Vehicle maintenance or repairs is not to be made on any vehicle within the community.
- d. Commercial vehicles, trailers, campers, mobile homes, and recreational vehicles cannot remain on any area of the community except for the temporary purpose of loading or unloading of passengers or personal property. Vehicles violating this provision may be towed at the vehicle owner's expense.
- e. Other vehicles illegally or improperly parked at the Property may be towed at the vehicle owner's expense.
- f. All vehicles must properly display their parking permit at all times in the area designated by the Landlord.

4. SHUTTLE (IF APPLICABLE)

- a. All passengers (except authorized prospective residents) will be required to show their access card or proof of residency to ride the shuttle at all times. Residents shall have priority over authorized prospective residents or other non-residents.

Schedule – a new schedule is posted each semester and will be adhered to as closely as possible.

- a. The schedule could vary due to weather or traffic/construction issues. The shuttle does not operate when universities or colleges are not in session.
- b. All residents are required to conduct themselves appropriately on the shuttle at all times. Riders could be denied access due to foul language, inappropriate behavior, or behavior that is disruptive to the safety of the driver and all passengers.

Please Remember: Call 911 in case of an extreme emergency!

The property reserves the right at any time to make changes to this Addendum as Landlord shall in its judgement determine to be necessary for the safety, care, and cleanliness of the premises and for the preservation of good order, comfort and benefit of residents in general and for the efficient operation of the apartment community.

Resident Signature

Date

Exhibit "D"

Pet Rules and Regulations

These policies take into account the needs of management, pet owning Residents and non-pet owning Residents, as well as the needs of the pets themselves. The intent of this policy is to create harmonious community living situations by fostering an attitude of respect, cooperation and consideration.

The following rules and guidelines are enforceable by Management. Resident (as defined by the Pet Amendment and as represented below) agrees to pay for any damages caused by his or her pet and abide by the following rules. Resident further agrees that if these rules are not followed by Resident or Resident's pet, Resident must find a new home for the pet or be subject to possible eviction. The Resident(s) agrees to abide by the following:

1. **Permission to keep a pet shall be granted to Resident upon Resident's payment of the non-refundable pet fee, execution of this policy, and execution of the Pet Agreement as an addendum to the lease with its exclusive requirement to pay the monthly pet rental fee. A \$500 fine shall be imposed on those Residents found housing unregistered pets.**
2. **Nuisance:** The pet may not cause any damage to the premises or to the grounds. Nor may the pet cause any discomfort, annoyance, or nuisance to any other Resident.
3. **Sanitation:** All dogs and cats must be housebroken. The pet may not be fed, given water, or allowed to urinate or defecate on any unprotected carpet, decks, patios, or any other unapproved area. Resident(s) shall immediately remove and properly dispose of all pet waste on the grounds. If Resident does not pick up after pet, management has the right to fine Resident. Residents are responsible for keeping all areas where pets are housed clean, safe and free of parasites, including fleas. **PET DEFECATION** - Resident is responsible for any pet defecation outside of your building (front/back/sides). If Management has to pick up the defecation and cannot identify to whose animal it belongs, all Residents owning a pet in the building shall be charged a cleanup fee.
4. **Prohibited areas:** The pet is not allowed in the fitness center, clubhouse, near the pool, or any other congregative area. Notwithstanding the foregoing, pets are only allowed to be housed in those areas

designated by Management in management's sole and absolute discretion.

5. **Abandonment:** Resident(s) may not abandon the pet, leave it unsupervised for any period of time, or fail to provide appropriate care if it is sick. No pet is to be left unattended in a Resident's apartment for a period longer than that which is appropriate in light of the needs of the pet. In general, dogs should not be left unattended for more than 9 hours and other pets for more than 24 hours. No pets are to be left unattended outside or on the patio.
6. **Compliance with Laws:** Resident(s) agrees to comply with all applicable governmental laws and regulations including licensing and vaccination.
7. **Qualified Pets:** Only Cats, Dogs, Birds, and Fish are the pets that are permitted to be kept at the property ("Qualified Pets"). A maximum of two pets per dwelling is allowed. The following rules apply to Qualified Pets.
 - a. Cats:
 - i. Cats over 6 months must be sprayed or neutered. We strongly recommend your cat be declawed as to not cause damage in the apartment or its furnishings. Resident shall be responsible for paying for all damages caused by the pet.
 - ii. Resident(s) must provide and maintain an appropriate litter box.
 - b. Dogs:
 - i. When outside of the apartment, dogs must be leashed at all times and never left unattended. Dogs must be under the control of their owner at all times and not tied to any structure on the property grounds whatsoever.
 - ii. All dogs are required to have proper license and be current on their vaccinations.
 - iii. All pet droppings must be cleaned up and disposed of IMMEDIATELY!
 - iv. No vicious breeds or aggressive-behavior dogs including but not limited to Pit Bull, Doberman, Rottweiler, Chow, Akita, German Shepherd, Boxer, Airedale Terrier, Staffordshire Bull Terrier.
 - c. Birds & Fish:
 - i. Birds must remain in clean, maintained cages at all times.
 - ii. Fish tanks may not exceed 30 gallons and must be cleaned regularly.
8. **Removal of Pet by Resident(s):** If, in Management's sole judgement, any rules or provisions of the Pet Agreement are being violated by the Resident(s) or their guest(s), Resident(s), upon written notification by the Management, shall promptly remove the pet from the Premises.
9. **Removal of Pet by Management:** If, in Management's sole judgement, Resident(s) have abandoned the pet, left the pet for any extended period of time without food or water, failed to care for pet if pet becomes sick, or left pet unattended in violation of the rules herein, then Management may, upon one day's prior written notice left in a conspicuous place, and in accordance with the terms of the Lease dealing with the entry of the Premises, enter the dwelling unit to remove the pet, and turn the pet over to the Humane Society or Local Authority. Management shall not be liable for loss, harm, sickness, or death of pet unless due to Management's gross negligence. Resident(s) shall pay for reasonable care and kenneling charges as well as the cost of removal if the pet is removed in accordance with this paragraph.
10. **Cleaning and Repairs:** Resident(s) shall be jointly and severally liable for the entire amount of all damages caused by the pet. If any item cannot be satisfactorily cleaned or repaired to Management's satisfaction, Resident(s)

must pay for the complete replacement of such item.

11. **Injuries:** Resident(s) shall be strictly liable for the entire amount of an injury to any person or property caused by the pet, and shall indemnify Management for all costs of litigation and attorney's fees resulting from the same.
12. **Move-out:** After the Resident(s) vacates the premises they shall reimburse Management for the costs of de-bugging, cleaning, replacing, deodorizing, or shampooing as determined by the Management to be necessary.
13. **Other remedies:** This Pet Agreement is an Addendum to the Lease between Management and Resident(s). If any rule of this Pet Agreement is violated Management shall, in addition to the foregoing, have all rights and remedies set forth in the Lease for violations thereof, including, but not limited to eviction, damage, and attorney's fees.
14. **Additional Rules:** Management may, from time to time, upon written notice to the Resident(s) make reasonable changes or additions to the Pet Rules set forth above.
15. Nothing in this Addendum shall be interpreted to apply to a service animal or emotional support animal that has been approved by the University for a Resident's use.
16. Owner represents and warrants that it shall be solely responsible for any injuries, damages, and other liabilities arising out of illegal acts on the Premises.

Owner shall and does release, discharge, indemnify, and hold harmless Licensee, its affiliated foundations, trustees, directors, officers, employees, agents, and representatives, from any and all claims for personal injury, death, or property damage and any other losses, damages, claims, suits, rights of action, costs, liabilities, charges or expenses, including attorney's fees, that arise out of, in connection with, or are otherwise related to this Lease Agreement. Owner hereby unconditionally, irrevocably and absolutely agrees to protect, defend, indemnify, and hold harmless Licensee, its affiliated foundations, trustees, directors, officers, employees, agents, and representatives, from and against any and all adverse consequences incurred, paid or sustained by any of the foregoing, in each case in connection with, arising out of, based upon, relating to or otherwise involving: (i) Owner's misrepresentation of any facts related to this Lease Agreement or the breach thereof; (ii) Owner's non-fulfillment of any covenant or condition under this Lease Agreement; and (iii) any liability or damages for personal injury, death or breach of contract, arising directly or indirectly from the Lease Agreement. Adverse consequences shall mean any and all manner of claims, controversies, damages, liabilities, losses, penalties, fines, amounts paid in settlement and reasonable incurred costs, expenses and fees (including reasonable attorneys' fees and court costs).

Exhibit "E"

LANDLORD'S REPRESENTATIONS

1. The Landlord shall provide an attractive, well-maintained facility (or facilities) which meets all the appropriate fire, health, building and safety codes of the State of Alabama, the City of Tuscaloosa, Tuscaloosa, County and the terms and conditions of this Request for Proposal.
2. The Landlord shall supply all of the necessary utilities including but not limited to water, sewer, garbage, electricity, cable and high speed internet (wireless internet is acceptable) and maintain the infrastructure for utilities.
3. The Landlord shall pay all taxes and insurance requirements.
4. The Landlord will provide maintenance of the grounds, including mowing, sweeping, landscape maintenance, and trash/garbage removal.
5. The Landlord will provide maintenance services, to include, all plumbing repair, all electrical repair, maintenance of heating ventilation and air conditioning (HVAC) systems, carpentry work, painting, plaster repair, window repair, and maintenance of the basic structure of the building(s) (roofs, windows, doors, gutters, sidewalks, etc.)
6. The Landlord must have a clearly defined preventative maintenance program during the contract period and this program must be included in the vendor's proposal.
7. The Landlord must provide an on-site live-in maintenance person and/or a 24-hour on-call emergency maintenance service. Landlord must respond and initiate repairs with one hour to emergency calls, 24-7. Emergency calls are defined as ceiling leaks, no electricity, no HVAC, no hot water, clogged commodes (depending on each unit).
8. The Landlord must provide housekeeping services, to include regular sweeping and cleaning of all external hallways, stairwells, laundry facilities, entries, and public areas.
9. The facility (or facilities) must be secure with working dead-bolt locking systems in exterior entrance doors and apartment entry and hallways. The Landlord must provide exterior lighting at all entrances. All doors to individual rooms/apartments must have security devices. Facilities must meet the approval of the University Department of Public Safety.
10. The Landlord must provide a fully automatic, addressable fire alarm system that transmits an emergency signal to police (city or campus) or fire department. The system signal must indicate the location of the trouble by building, floor and apartment with interconnected alarm devices showing smoke detection, heat detection (from kitchens and furnace rooms), with internal audible and visual alarm devices in each apartment. The alarms will notify occupants in each building if an alarm is activated. Other buildings in a complex may not be notified simultaneously. A central alarm panel may be installed to monitor all devices from each facility at one location.
11. Apartments in a facility offered by the Landlord must include in each kitchen unit a full size frost free refrigerator, microwave, and an electric range. The Landlord must be responsible for maintenance, repair, or replacement of each.
12. The Landlord must provide the Tenant with sufficient keys or similar to provide each individual tenant one key. Tenant reserves the right to request keys for each unit, at additional charge, should this become necessary.

13. The Landlord must certify the leased space to be free of friable asbestos and lead based paint.
14. The facility (or facilities) must provide adequate well-lighted on-site parking. Lighting must meet the Illumination Engineering Society of North America standards for parking lots.
15. Deleted
16. Deleted
17. The Landlord must provide individual washers/dryers within the units or offer coin operated laundry on site.
18. Tenant will provide:
 - Housekeeping of individual units at end of semesters or as room changes occur, unless provided satisfactorily by the Landlord
 - Payment for rent on a monthly basis
 - Assignment of residents
 - Necessary staffing to support the programmatic needs of the UA residents living within the facility
 - Residents will be subject to the rules and regulations of Housing and Residential Communities.
20. Landlord shall conduct a thorough criminal background check on all employees providing service to the Tenant, which shall include drug testing. If a Landlord employee's background check reveals any convictions or there is a positive finding of drug use on the drug test, Landlord shall not assign that employee to work on the Premises or University campus, unless otherwise agreed to in advance by the Tenant.
21. Landlord employees must conduct themselves at all times in a pleasant, courteous manner toward the public, providing excellent customer service. Operations shall be conducted in an orderly and proper manner so as not to annoy, disturb, or be offensive to others. Landlord and its employees will comply with all applicable ethical standards. Landlord's employees shall comply with and adhere to applicable University policies which address such matters as sexual harassment and other matters. The policies can be found at: <http://policies.ua.edu/>.
22. Landlord shall be responsible for the acts of its employees and agents while performing services for the Tenant.

Exhibit "F"**INSURANCE REQUIREMENTS**

Landlord shall procure and maintain, at its expense, the following minimum insurance coverage insuring all services, work activities and contractual obligations undertaken in this Contract. Landlord shall bear the full and complete responsibility for all risk of damage or loss of equipment, products, or money resulting from any cause whatsoever and shall not penalize the University for any losses incurred in association with this agreement. It is the Landlord's responsibility to verify compliance of their company's insurance coverage with the following requirements and to obtain pricing to meet these requirements prior to submitting the solicitation response. These insurance policies must be with insurers acceptable to Tenant.

Tenant shall procure and maintain, at its expense, the following minimum insurance coverage:

Property damage liability insurance coverage and general liability insurance coverage, including a minimum (\$50,000) liability coverage per incident.

Tenant shall assume all risk of loss or damage for property loaned, leased, rented to, or in possession of Tenant and provided by Landlord in the Apartments. This includes the loss of value due to the damage or other financial loss resulting from an inability to use the property for future endeavors. Tenant shall purchase property insurance on property, loaned, leased or rented to Tenant (and its Subtenants) and the cost of insurance shall be the obligation of the Tenant.

These limits may be accomplished through a combination of primary and excess/umbrella liability policies written on a follow form basis. A Landlord with a desire to self-insure part or all of insurance requirements outlined above must provide audited financials for the most recent fiscal year for review and acceptance by the University. If Landlord is owned by a parent company and the financials are in the name of the parent, the University requires a parental guarantee contract for the obligations accepted by the Landlord. The University reserves the right to review and revoke self-insure status, if Landlord's financial ratings with Standard & Poor and/or Fitch ratings drop below investment grade, there is a material change in the audited financials, or Landlord entity is acquired or there is any change in the ownership structure.

TYPES OF INSURANCE	BASIC INSURANCE POLICY MINIMUM LIMITS OF LIABILITY
Worker's Compensation	Statutory - Alabama
Employers Liability (EL)	\$500,000 (each employee, each accident and policy limit)
Commercial General Liability (CGL) Each Occurrence Personal and Advertising Injury General Aggregate	\$1,000,000 \$1,000,000 \$2,000,000
Commercial Automobile Liability (CAL) (Including Hired & Non-Owned Vehicles)	\$1,000,000 each accident - combined single limit
Umbrella Liability or Excess Liability (Excess must follow-form and attach	\$4,000,000

above primary CGL, CAL & EL)	
------------------------------	--

Unless precluded by law, all policies of insurance maintained by Landlord or Tenant shall waive the right to recovery or subrogation against the Board of Trustees of The University of Alabama, its individual trustees, officers, directors, employees, agents and representatives and against Landlord, its agents, representatives, and affiliates respectively. Coverage is to be primary and non-contributory with other coverage, if any, purchased by the University.

The insurance policies shall be issued by an insurance company licensed to do business in the State of Alabama carrying an AM Best's rating of A- VII or better, and the certificate must be signed by an authorized agent.

In the event the Landlord was to cancel or non-renew the required insurance program, the Landlord must provide prompt written notice to the University explaining the situation. Failure to maintain the required insurance program may result in cancellation or suspension of the Contract until a replacement certificate of insurance evidencing coverage in compliance with the University's insurance requirements is provided. The Landlord may elect to change insurance carriers without prior approval, but any replacement policy(s) must provide equal coverage and the insurance company must meet the minimum financial rating (A.M. Best's A-) established by the University.