

LEASE CONTRACT



Date of Lease Contract: February 28, 2025
(when the Lease Contract is filled out)

**This is a binding document.
Read carefully before signing.**

Moving In — General Information

- 1. PARTIES.** This Lease Contract (sometimes referred to as the "lease") is between you, the resident(s) (*list all people signing the Lease Contract*):

Hyungsuk Choi, Youngmi Kim,
Hyunyoung Choi, Hojune Choi

No one else may occupy the dwelling. Persons not listed above must not stay in the dwelling for more than 14 consecutive days without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, two days per month is the limit.

- 3. LEASE TERM.** The initial term of the Lease Contract begins on the 3rd day of April, 2025, and ends at 11:59 p.m. the 2nd day of June, 2026.

This lease contract will automatically renew month-to-month unless (1) either party gives at least 30 days written notice of termination, (2) Intent to Move-Out as Required by Paragraph 48 (Move-Out Notice), or (3) if this property is subject to the Tenant Protection Act of 2019, and you have a written lease terminated on or after January 1, 2020, we require you to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate this section or any other provision of law. If the number of days isn't filled in, at least 30 days written notice is required. If the Residents have been in possession for longer than one year, Landlord shall provide Residents with at least a 60 day written notice to terminate tenancy. Residents shall comply with all notice provisions in paragraph 32 (Default by Resident).

and us, the owner: GSIC II Sunnyvale Owner, LP

(name of title holder or published and recorded fictitious business name). You've agreed to rent Unit No. 236, at 355 N. Wolfe Rd. #236

(street address) in Sunnyvale
(city), California, 94085 (zip code)
(the "Dwelling") for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest or assigns). Written notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

- 2. OCCUPANTS.** The dwelling will be occupied only by you and (*list all other occupants not signing the Lease Contract*):

- 4. SECURITY DEPOSIT.** Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the dwelling is \$ 4368.00, due on or before the date this Lease Contract is signed. See paragraphs 52 (Security Deposit Deductions and Other Charges) and 53 (Deposit Return, Surrender, and Abandonment) for security deposit return information. The security deposit may not exceed 1 month's rent for a furnished or unfurnished dwelling.

Santa Cruz County Residents. You have the right to receive yearly interest on your security deposit at a rate of _____%. We may be liable for damages if we don't comply under Santa Cruz County Code §8.42 and Cal Civ. Code §1950.5.

- 5. KEYS.** You will be provided 4 Dwelling key(s), 4 mailbox key(s), _____ FOB(s), and/or 1 other access device(s) for access to the building and amenities at no additional cost at move-in. If the key, FOB, or other access device is lost or becomes damaged during your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same. You agree not to clone or otherwise duplicate your assigned access device(s), Dwelling key(s), mailbox key(s), or FOB(s) without express written permission from us.

6. RENT AND CHARGES. Unless modified by addenda, you will pay \$ 3956.00 per month for rent, payable in advance and without demand:

- at the on-site manager's office, or
 at our online payment site, or
 at the on-site manager's office which accepts Cashier's Checks Only

Prorated rent of \$ 3692.27 is due for the remainder of [check one]: 1st month or 2nd month, on April 3, 2025.

Otherwise, you must pay your rent on or before the 4th day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. If you don't pay all rent on or before the expiration of _____ days after the due date, you'll be delinquent. (If the previous field is blank, then your rent will be delinquent if it is not paid in full by the expiration of one business day after the due date.) You will be obligated to pay to us a fee of \$ 50.00 if you fail to pay any amount when due under this Contract. You agree that this amount is the result of our reasonable endeavor to approximate actual losses (administrative wages, interest on late rent accruing) caused by the late payment of rent. The Parties agree that it is impracticable and extremely difficult to affix the actual damage caused by payment of late rent. You'll also pay a charge of \$25.00 for each returned check or rejected electronic payment. For additional returned checks you'll pay a charge of \$35.00. If you are delinquent, all remedies under this Lease Contract will be authorized. If you are delinquent, all remedies under this Lease Contract and California law will be authorized. A negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill your credit obligations under this Lease. All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.

Rent Concession. If this box is checked, you and we have entered into an Addendum for a Rent Concession. The Addendum is attached. Please read it thoroughly.

7. UTILITIES. We'll pay for the following items, if checked:

- water; gas; electricity;
 master antenna wastewater;
 trash; cable TV;
 other _____

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected—including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the Lease Contract term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-powered lighting. If any utilities are submetered for the dwelling unit, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance.

8. INSURANCE. Our insurance does not cover the loss of your personal possessions or personal injury and it is recommended that you consider purchasing renter's insurance and flood insurance to insure your possessions from loss due to fire, flood, or other risk of loss. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

In addition, we urge all residents, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

We require do not require you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

If renter's insurance is required, you shall maintain at all times during the Term of this Lease, at your sole expense, a renter's insurance policy, or its equivalent, issued by a licensed insurance company in a minimum policy coverage amount of \$ _____, and you shall provide us with proof of such insurance to our satisfaction. If no box is checked, renter's insurance is not required.

Additionally, you are [check one] required to purchase personal liability insurance not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

The dwelling is not located in a special flood hazard area or an area of potential flooding. We have knowledge that the dwelling is in a special flood hazard area if: (1) we received written notice

from any public agency, or, (2) our mortgage holder requires us to carry flood insurance, or (3) we currently carry flood insurance. You may obtain more information about hazards, including flood hazards, that may affect your dwelling from the Internet Web site of the Office of Emergency Services (<http://www.caloes.ca.gov/>). The Internet Web site address for the MyHazards tool is <http://myhazards.caloes.ca.gov/>. Our insurance does not cover the loss of the tenant's personal possessions. We recommend that you consider purchasing renter's insurance and flood insurance to insure your possessions from loss due to fire, flood, or other risk of loss. We are not required to provide additional information concerning the flood hazards to the property. The information provided herein is deemed adequate to inform you.

9. LOCKS AND LATCHES. We will provide an operable deadbolt lock on each main swinging entry door of the dwelling in compliance with California Civil Code, Section 1941.3, subject to statutory exceptions. We will provide window security or locking devices as required by that statute. Keyed lock(s) will be

rekeyed after the prior resident moves out. The rekeying will be done before you move in. You must notify us immediately of any inoperable door, window, latch, or lock. You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

Payment for Rekeying, Repairs, Etc. Unless otherwise required by law, you must pay for all repairs or replacements arising from misuse or damage to devices by you or your household members, occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair or change or rekey the same device during the 30 days preceding your request and we have complied with your request. Otherwise, you must pay immediately after the work is completed.

Special Provisions and "What If" Clauses

10. SPECIAL PROVISIONS. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

See any additional special provisions.

11. EARLY MOVE-OUT. If you move out early without our written consent or without paying us a negotiated lease termination fee, you will be liable to us for actual damages, including liability for rents during the entire remainder of your lease term (less mitigation) and for the cost of finding and processing a replacement resident, paying locator service fees, cleaning, make-ready costs, etc. In addition to any other rights and remedies allowed by law, we shall have the remedy set forth in Civil Code Section 1951.2.

12. REIMBURSEMENT. You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the Community due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from you or your invitees, guests, or occupants'

negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your dwelling.

We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

13. PROPERTY LEFT IN DWELLING.

Storage After Surrender, Abandonment, or Eviction. We may remove and/or store all property remaining in the dwelling or in common areas (including any vehicles you or any occupant or guest owns or uses) if you are judicially evicted or if you surrender or abandon the dwelling (see definitions in paragraph 53 (Deposit Return, Surrender, and Abandonment)). We will use reasonable care in storing the property; but we're not liable for casualty loss, damage, or theft unless caused by deliberate or negligent act on our part. We may store the property either in the dwelling or in another safe place until (1) we release the personal property described in the notice to you or other persons we reasonably believe to be the owner of the property and we shall not require you to pay the cost of storage if its owner reclaims the property within two days of you vacating the dwelling, (2) charges (and actual advertising/sale expenses) are paid in full after 2 days, or (3) 18 days have elapsed after "Notice of Right to Reclaim Abandoned Property" has been mailed (or 15 days after it is personally served) by us, as provided below as otherwise required by law.

Notice. The “Notice of Right to Reclaim Abandoned Property” must be in substantial compliance with the statutory form in Section 1984 or 1985, California Civil Code. The notice must be given by personal delivery to you or via regular U.S. mail to you at your last known address or to the person believed by us to be the owner.

Redemption. If we’ve stored property as provided above, you or the person believed by us to be the owner may redeem the property by paying all storage charges (and any actual advertising/sale expenses) on or before the expiration of the Notice of Right to Reclaim Abandoned Property as required by law. The charges for storage will be the fair rental value of the rental space reasonably required for the storage. We may return redeemed property at the place of storage, the management office, or the dwelling (at our option). We may require payment by cash, money order, or certified check. We may also send a copy to your email address.

Other disposition or Sale. If all the property being stored is believed by us to be worth less than \$700 and it has not been redeemed, we may keep, throw away, or give away the property after the 18th day following the giving of the “Notice of Right to Reclaim Abandoned Property” above. If all of the property is believed by us to be worth \$700 or more, we may (1) release the personal property described in the notice to the former tenant and shall not require the former tenant to pay the cost of storage if the property remained in the dwelling and the former tenant or other person reasonably believed by the landlord to be its owner reclaims the property within two days of vacating the dwelling, (2) we release the property to the person believed by us to be the owner, if all storage charges (and actual advertising/sale expenses) are paid in full after 2 days of storage, or (3) sell the property at public sale in compliance with the procedures of Section 1988 of the California Civil Code. Sale may be subject to any third-party ownership or lien claims, must be to the highest cash bidder, and may be in bulk, in batches, or item-by-item. You and the landlord may bid at the sale. Excess sums will be paid over to the county in accordance with statute.

State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out.

14. FAILING TO PAY FIRST MONTH’S RENT. If you don’t pay the first month’s rent when or before the Lease Contract begins, we may end your right of occupancy and recover damages, including future rents (less any mitigation), reletting charges, attorney’s fees (consistent with paragraph 32 (Default by Resident)), court costs, and other lawful charges. Our rights and remedies under paragraphs

11 (Early Move-Out) and 32 (Default by Resident) apply to the failure to pay first month’s rent upon execution of the Lease Contract.

15. RENT INCREASES AND LEASE CONTRACT CHANGES.

No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of dwelling rules allowed under paragraph 19 (Community Policies or Rules), or as otherwise allowed by law. We will give you a minimum of 30 days notice if you are on a month to month tenancy before we increase the rent (a maximum of 10% increase over the previous 12 months). We will give you at least 90 days notice during a month to month tenancy before we raise the rent more than 10% (over the previous 12 months), unless the increase is caused by a change in your income or family composition as determined by a recertification required by statute or regulation.

16. DELAY OF OCCUPANCY.

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

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

(1) If we give written notice to any of you when or after the Lease Contract begins—and the notice states that occupancy has been delayed because of construction or a previous resident’s holding over, and that the dwelling will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.

(2) If we give written notice to any of you before the beginning of the lease term and the notice states that construction delay is expected and that the dwelling will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new beginning date of the lease term for all purposes. This new date may not be moved to an earlier date unless we and you agree.

17. AD VALOREM TAXES/FEES AND CHARGES - ADDITIONAL RENT.

Unless otherwise prohibited by law, if, during the term of this Agreement, any locality, city, state, or Federal Government imposes upon Us, any fee, charge, or tax, which is related to or charged by the number of occupants, or by the

apartment unit itself, such that we are charged a fee, charge, or tax, based upon your use or occupancy of the apartment, we may add this charge as Additional Rent, during the term of the Lease Contract, with thirty (30) days advance written notice to you. After this written notice (the amount or approximate amount of the charge, will be included), you agree to pay, as Additional Rent, the amount of the charge, tax or fee imposed upon us, as a result of your occupancy. As examples, these charges can include, but are not limited to: any charges we receive for any zoning violation, sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute, 911 or other life safety, per person, or per unit charge or tax and any utility bill unpaid by you, which is then assessed to us for payment.

18. DISCLOSURE RIGHTS. During your initial lease application and throughout your tenancy, we may obtain information on you, your rental history, or other personal information that may be provided to law-enforcement, government agencies, or other business entities for other business purposes, at a third party's request. Upon verifiable request from you, we will provide you with any personal information collected, or disclosed for business purposes relating to you, including but not limited to: categories and specific pieces of personal information collected, the categories of sources from which the personal information is collected, the business or commercial purpose for collecting or selling personal information, and the categories of third parties with which we share personal information.

(A) Should we choose to collect your personal information, we will, at or before the point of collection, inform you as to the categories of personal information to be collected and the

purposes for which the categories of personal information will be used. Upon verifiable request from you, we will disclose and deliver the personal information the we collected about you, free of charge, within 45 days of the verified request.

- (B) Upon verifiable request from you to delete personal information from our records, we will do so, and direct service providers to delete any personal information in their records, subject to certain exceptions.
- (C) We will not sell personal information to third parties.
- (D) We do not discriminate against any resident that exercises any of their rights under the California Consumer Privacy Act ("CCPA"). However, we may charge different prices or provide a different quality of goods or services if the difference is reasonably related to the value provided to you by your data. Further, we may offer financial incentives to you for the collection, sale, or deletion of personal information.
- (E) The obligations imposed on us by the CCPA cannot, and will not, restrict our ability to comply with federal, state, or local laws; comply with civil, criminal, or regulatory inquiry, investigation, subpoena, or summons by with federal, state, or local authorities; cooperate with law enforcement relating to violations of with federal, state, or local laws; exercise legal claims; collect, use, retain, sell, or disclose aggregate or deidentified consumer information; or collect or sell personal information where that information is based on commercial conduct wholly outside of California.

While You're Living in the Dwelling Unit

19. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written Community rules, regulations and policies, including instructions for care of the dwelling and the Community. Our rules and Community Policies are considered part of this Lease Contract and are incorporated herein as fully set out word for word. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the Community and do not change dollar amounts on page 1 of this Lease Contract.

20. LIMITATIONS ON CONDUCT. The dwelling and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Doors, windows, and other passageways inside the dwelling must be clear and unobstructed for access to every room in the dwelling, and may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions

such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. You must maintain the dwelling free from clutter or any other condition which may restrict air flow, encourage mold growth, invite pests, creates a fire hazard, or otherwise degrades the habitability of the dwelling. Passageways may be used only for entry or exit. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with dwelling rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the Community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Unless otherwise provided by law, conducting any kind of business in your dwelling or in the Community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or

other business associates do not come to your dwelling for business purposes. You or your guests may not use the dwelling, or any other part of the property, to violate, or in violation of, any law, statute, or ordinance. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

We may exclude from the Community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any dwelling rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the Community.

21. PROHIBITED CONDUCT. You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the Community; disrupting our business activities; manufacturing, cultivating, delivering, selling, possessing with intent to deliver or sell, or otherwise possessing or using a controlled substance or drug paraphernalia for use with a controlled substance (Note: "Controlled substance" includes so-called "medical marijuana" under the law of California and any state having similar laws. The Resident agrees not to violate any law or ordinance. Marijuana is listed as a Class 1 scheduled drug under federal law, and is a prohibited controlled substance. (21 United States Code sections 801-904; 21 United States Code section 841(a)(1); 21 United States Code section 812(b)(1)); engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the Community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the Community; or injuring our reputation by making bad faith allegations against us to others.

22. PARKING. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the Community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license plate or no current registration and/or inspection sticker; or
- (4) takes up more than one parking space; or

- (5) belongs to a resident or occupant who has surrendered or abandoned the dwelling; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated "no parking" area; or
- (10) is parked in a space marked for other resident(s) or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster; or
- (13) belongs to a resident and is parked in a visitor or retail parking space.

23. RELEASE OF RESIDENT. Unless entitled to terminate this Lease Contract by law or pursuant to its terms, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, or death.

24. MILITARY PERSONNEL CLAUSE. All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

25. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke and carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and other access control devices.

Smoke and Carbon Monoxide Detectors. We'll furnish smoke and carbon monoxide detectors only if required by statute, and we'll test them and provide working batteries when you first take possession. After that, you must test the smoke detectors and the carbon monoxide detectors on a regular basis, and pay for and replace batteries as needed, unless the law provides otherwise. You must immediately report smoke and carbon monoxide detector malfunctions to us. Neither you nor others may disable neither the smoke nor the carbon monoxide detectors. If you disable or damage the smoke detector or carbon monoxide detector, or fail to replace a dead battery or report known smoke and carbon monoxide detector malfunctions to us, and if your action or inaction causes loss, damage, or fines from fire, smoke, or water to us or others, you will be liable for such loss, damage, or fines.

Casualty Loss. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood,

water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. We are not responsible for the acceptance or receipt of any mail, messages, or packages left at the entrances to the dwelling or elsewhere on the property, or for any loss or damage to those items or any other material that is delivered to the property. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. During freezing weather, you must ensure that the temperature in the Dwelling is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your dwelling, you'll be liable for damage to our and other's property. You agree to indemnify and hold us harmless from any claims, losses, or expenses (including attorney's fees) that we may incur as result of your negligence, or the negligence of your guests, invitees, or occupants in the dwelling, such as damage is caused by broken water pipes due to your violating these requirements. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the Community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

Compliance with Statutory Obligations. You hereby understand and acknowledge that you have an affirmative duty to comply with the obligations set forth in California Civil Code Section 1941.2:

- (1) To keep the dwelling clean and sanitary as the condition of the dwelling permits.
- (2) To dispose all rubbish, garbage and other waste, in a clean and sanitary manner.

- (3) To properly use and operate all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits.
- (4) Not to permit any person, with his permission, to willfully or wantonly destroy, deface, damage, impair or remove any part of the Community or dwelling unit or the facilities, equipment, or appurtenances thereto, nor himself do any such thing.
- (5) To occupy the dwelling as his abode, utilizing portions thereof for living, sleeping, cooking or dining purposes only which were respectively designed or intended to be used for such occupancies.

26. CONDITION OF THE PREMISES AND ALTERATIONS.

You accept the dwelling, fixtures, and furniture as is, except for conditions causing the premises to be untenable under California Civil Code 1941. You'll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the dwelling and not damaging or littering the Community. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter the dwelling or Community. No holes or stickers are allowed inside or outside the dwelling. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless permission is statutorily required or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the dwelling; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the dwelling (whether or not we consent) become ours unless we agree otherwise in writing.

27. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—it must be submitted through either the online tenant/maintenance portal, or signed and in writing and delivered to our designated representative. (except in case of fire, smoke,

gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the dwelling if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you written notice. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

28. ANIMALS. Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the Dwelling Unit or Community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contact. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. If you or any guest or occupant violates the animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If

an animal has been in the dwelling unit at any time during your term of occupancy (with or without our consent), we'll charge you for any necessary defleeling, deodorizing, and shampooing. You must not feed stray or wild animals.

29. WHEN WE MAY ENTER. Landlord will have the right to enter the premises as allowed by law. Law permits entry in case of emergency to make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, to test smoke and carbon monoxide detectors, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors or to make an inspection pursuant to subdivision (f) of Civil Code §1950.5, when the Resident has abandoned or surrendered the premises and pursuant to court order. Landlord will serve Resident with written notice before entry unless:

- Entry is due to an emergency, surrender or abandonment of the unit, or
- Resident and Landlord agree orally to an entry to make agreed repairs or supply agreed services at an approximate day and time within one week of the oral agreement, or
- Resident is present and consents to entry at the time of entry, or
- To exhibit the unit to prospective or actual purchasers of the property, provided that Landlord has notified Resident in writing within 120 days of the oral notice that the property is for sale and that Resident may be contacted to allow for an inspection.
- Entry to inspect a tenant's dwelling unit shall comply with Section 1954. Entry to inspect any unit selected by the pest control operator and to conduct followup inspections of surrounding units until bed bugs are eliminated is a necessary service for the purpose of Section 1954. Tenants shall cooperate with the inspection to facilitate the detection and treatment of bed bugs, including providing requested information that is necessary to facilitate the detection and treatment of bed bugs to the pest control operator.

The landlord shall notify the tenants of those units inspected by the pest control operator pursuant to Section 1954.604 of the pest control operator's findings. The notification shall be in writing and made within two business days of receipt of the pest control operator's findings. For confirmed infestations in common areas, all tenants shall be provided notice of the pest control operator's findings.

30. JOINT AND SEVERAL RESPONSIBILITY. Each resident is jointly and severally liable for all Lease Contract obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of lease

termination, repair requests, and entry permissions) constitute notice from all residents. Security-deposit refunds and deduction itemizations of multiple residents will comply with paragraph 53 (Deposit Return, Surrender, and Abandonment).

31. ASSIGNMENT AND SUBLETTING. You may not assign or sublet any portion or the entire dwelling, except to the extent required by law. We intend this to be a strict and absolute prohibition against subletting and assignment. We will not acknowledge, communicate, or accept rent from any person other

than you. All guests, residents, occupants, subtenants, or assignees in the dwelling must comply with every term of this Lease. If you no longer permanently reside in the dwelling, we reserve the right to raise the rent and collect rent from any subsequent occupants. You must notify us in writing if you no longer permanently reside in the dwelling, or if it is no longer your principal place of occupancy. You may still be liable for the entire Lease Contract term if you move out early (see paragraph 48 Move-Out Notice).

Responsibilities of Owner and Resident

32. DEFAULT BY RESIDENT. You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the Community rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs; (3) you abandon the dwelling; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (6) any illegal drugs or paraphernalia are found in your dwelling; (7) you or any guest or occupant engages in any of the prohibited conduct described in paragraphs 20 (Limitations on Conduct) or 21 (Prohibited Conduct); or (8) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government. Any of the above defaults shall be a material breach of the Lease and shall be a just cause to evict you from the dwelling.

Eviction. If you default and if we wish to terminate your right of occupancy, we must give you a 3 Court day written notice to cure the default. If the default is incurable (i.e. assigning or subletting or committing waste upon the demised premises, contrary to the conditions or covenants of this Lease, or maintaining, committing, or permitting the maintenance or commission of a nuisance upon the demised premises, or using the premises for an unlawful purpose, or any other incurable default), we may end your right of occupancy by giving you a 3-day notice to vacate. Notice to cure and notice of occupancy termination must be delivered by either: (1) personal delivery to any resident; or (2) personal delivery at the dwelling to any occupant of suitable age and discretion and sending a copy through the regular U.S. mail addressed to the tenant at his or her place of residence; or (3) posting on the outside of the dwelling's front door, accompanied by mailing the notice by regular U.S. mail. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other lease obligations.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) you'll be liable to us for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of holdover (less any mitigation); and (3) at our option, we may extend the lease term—for up to one month from the date of notice of lease extension—by delivering written notice to you or your dwelling while you continue to hold over.

Other Remedies. If your rent is delinquent and we give you 3 days' prior written notice, we may report unpaid amounts to consumer reporting agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies including lease termination, lockout under statute, and the remedy set forth in Civil Code § 1951.2. The prevailing party may recover from a non-prevailing party attorney's fees and any costs of litigation in an amount of no more than \$1800. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 10% interest per year from due date. To the greatest extent allowed by law, you must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline. If you fail to fulfill your obligations under this Lease, we intend to submit a negative report to a consumer reporting agency. The report will summarize your violations and be a possible reflection on your credit record.

Remedies Cumulative. Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

General Clauses

33. ENTIRE AGREEMENT. Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us.

34. NO AUTHORITY TO AMEND UNLESS IN WRITING. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.

35. NO WAIVER. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, liens, or other rights isn't a waiver under any circumstances.

36. NOTICE. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo or letter that was given. Fax signatures are binding. All notices must be signed.

37. MISCELLANEOUS.

- A. Exercising one remedy won't constitute an election or waiver of other remedies.
- B. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties.
- C. All remedies are cumulative.
- D. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.
- E. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract.
- F. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.
- G. This Lease Contract is subordinate or superior to existing and future recorded mortgages or deeds of trust, at our lender's option.
- H. All lease obligations must be performed in the county where the Dwelling is located.
- I. Upon our request, resident shall provide us with a Tenant Estoppel Certificate.
- J. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

38. REGISTERED SEX OFFENDER NOTICE. Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the Community of residence and ZIP Code in which he or she resides.

39. PROPOSITION 65 WARNING. Proposition 65 protects California's drinking water sources from being contaminated with chemicals known to cause cancer, birth defects or other reproductive harm, and requires businesses to inform Californians about exposures to such chemicals. Please see the California Proposition 65 Addendum for warnings and additional information.

40. NOTICE OF NEGATIVE CREDIT REPORT. Pursuant to California Civil Code § 1785.26, you are hereby notified that a negative report reflecting on your credit record may be submitted to credit-reporting agencies if you fail to fulfill the terms of your obligation under this Lease Contract.

41. INDEMNIFICATION. Subject to applicable law, you shall indemnify and hold the owner, its agents and employees, harmless against all claims, expenses, damages, actions, and liabilities of whatever nature, including reasonable attorney's fees, arising from or relating to injury, loss or damage relating to your, your guest's or occupant's negligence, tenancy and/or your failure to comply with this Lease Contract.

42. CONTACTING YOU. By signing this lease, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your lease including any number (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.

43. OBLIGATION TO VACATE. If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with paragraph 3 (Lease Term), and we accept such written notice, then you are required to vacate the dwelling and remove all of your personal property therefrom at the expiration of the Lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us.

44. FORCE MAJEURE. If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

45. POLITICAL SIGNS. You may post or display political signs relating to an election, legislative vote, initiative, referendum, recall process or issues that are before a public commission, public board or elected local body for a vote as allowed by law. Political signs may be posted in the window or on the door of the dwelling. All political signs must be six square feet or less in size and cannot be posted or displayed in a manner that would violate a local, state or federal law. You must post and remove political signs in compliance with the time limits

set by local ordinance. If no local ordinance exists, political signs may be posted no earlier than 90 days prior to the date of the election or vote and must be removed within 15 days of the date of the election or vote.

46. PAYMENTS. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 (Property Left in Dwelling) or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments. We will accept rent payments from a third party, if the third-party signs an acknowledgment stating 1) the third party is not a current tenant of the property and 2) that acceptance does not establish a tenancy.

47. ASSOCIATION MEMBERSHIP. We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local dwelling (multi-housing) associations for the area where the dwelling is located.

When Moving Out

48. MOVE-OUT NOTICE. Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, you must give our representative advance written notice of your intention to vacate as required by the paragraph 3 (Lease Term). The advance notice must be at least the number of days of notice required in paragraph 3 (Lease Terms). The move-out date in your notice [*check one*]: must be the last day of the month, or may be the exact day designated in your notice. If neither box is checked, the second checkbox applies. If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. You will still be liable for the entire Lease Contract term if you move out early under paragraph 23 (Release of Resident), except if you are able to terminate your tenancy under the statutory rights explained under paragraphs 11 (Early Move-Out), 23 (Release of Resident), or under other laws providing a right to terminate this Lease Contract. All notices to vacate must be in writing and must provide the date by which you intend to vacate. If the notice does not comply with the time requirements of the Lease Terms paragraph, even if you move by the last date in the lease term, you will be responsible for an additional month's rent. If you fail to vacate by the date set forth in your notice, you will automatically and immediately become a holdover tenant pursuant to state law, and we will have all remedies available under this Lease Contract and state law.

49. MOVE-OUT PROCEDURES. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in reletting charges and liability for future rent under paragraphs 11 (Early Move-Out) and 32 (Default by Resident). You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

50. CLEANING. You must thoroughly clean the dwelling, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

51. MOVE-OUT INSPECTION. California law provides that you have a right to a pre-move-out inspection and we will give notice of such right. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

52. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.

You may not use the security deposit to pay any month's rent. We may withhold from the security deposit only such amounts as are reasonably necessary to remedy your defaults including, but not limited to, the following:

- a) Defaults in the payment of rent;
- b) To repair damage to the premises caused by you, exclusive of ordinary wear and tear, and/or;
- c) To clean the premises, if necessary, upon termination of the tenancy in order to return the unit to the same level of cleanliness it was in at the inception of the tenancy, and/or;
- d) To restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear.

53. DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.

You are required to provide us written notice of your forwarding address, on or before termination of this Lease Contract. We'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions within 21 days after surrender or abandonment, unless statutes provide otherwise. If you fail to provide us with your forwarding address in writing, as required above, we will process the unclaimed security deposit in accordance with state law.

Surrender. You have surrendered the dwelling when: (1) the move-out date has passed and no one is living in the dwelling in our reasonable judgment; (2) all dwelling keys and access devices listed in paragraph 5 (Keys) have been turned in where rent is paid—whichever date occurs first, or (3) we reasonably believe that you have surrendered the dwelling to us.

Abandonment. You have abandoned the dwelling when we reasonably believe you have abandoned it. California law provides that abandonment will be found when all of the following have occurred: (1) your rent has been due and unpaid for at least 14 days; (2) we give you written notice of such belief and our intent to terminate the lease because of your delinquency; (3) our notice of abandonment follows substantially the form in California Code Section 1951.3(d); (4) such notice is given by (i) personal delivery to you, or (ii) first class mail, postage prepaid to your last known address; (5) the lease termination date in that notice is at least 15 days after personal delivery or 18 days after mailing; and (6) such 15 or 18 day notice period has expired without response from you as per California Code Section 1951.3. If we have reason to believe you won't receive the notice at your last known address, we will, at the same time we mail the above notice to your last known address, mail a copy to any other addresses that are known to us where you could reasonably be expected to receive the notice.

Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the dwelling; determine any security deposit deductions; and remove property left in the dwelling. Surrender, abandonment, and judicial eviction affect your rights to property left in the dwelling (paragraph 13 (Property Left In Dwelling)), but do not affect our mitigation obligations (paragraph 32 (Default by Resident)).

Severability, Originals and Attachments, and Signatures

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

55. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the

Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

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

Name and address of locator service (if applicable)

Date form is filled out (same as on top of page 1)

02/28/2025

(Required by Cal. Civil Code Section 1962)

Name, address and telephone number of Owner or Owner's Agent:

Greystar California, Inc.

355 Wolfe Road

Sunnyvale, CA 94085

(408) 736-4963

Name, address and telephone number of person or entity to whom payments must be made:

Avana Sunnyvale

355 Wolfe Road

Sunnyvale, CA 94085

(408) 736-4963

Acceptable forms of payment:

Online Payments and Cashier's Check

Rent Payments may be made personally Yes No

If yes, the person authorized to accept payments will be available

(usual days and hours authorized person will be available to accept payment).

THIS LEASE CONTRACT WILL AUTOMATICALLY CONTINUE AS A TENANCY FROM MONTH TO MONTH AT THE EXPIRATION OF THE INITIAL LEASE TERM UNLESS (1) PROPER MOVE-OUT OR VACATE NOTICE IS GIVEN UNDER PARAGRAPH 48 (MOVE-OUT NOTICE), OR (2) YOU AND WE AGREE OTHERWISE IN WRITING.

Resident or Residents (*all sign below*)

Owner or Owner's Representative

(signing as agent for and on behalf of Owner)

**Address and phone number of owner's representative
for notice purposes**

355 Wolfe Road

Sunnyvale, CA 94085

(408) 736-4963

SPECIAL PROVISIONS (CONTINUED FROM PARAGRAPH 10)



MOLD INFORMATION AND PREVENTION ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. 236,
355 N. Wolfe Rd. #236

(street address) in
Sunnyvale
(city), California, 94085 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: February 28, 2025

Owner's name: GSIC II Sunnyvale Owner,
LP

Residents (*list all residents*):

Hyungsuk Choi, Youngmi Kim,
Hyunyoung Choi, Hojune Choi

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

3. ABOUT MOLD. Mold is found virtually everywhere in our environment--both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

4. PREVENTING MOLD BEGINS WITH YOU. In order to minimize the potential for mold growth in your dwelling, you must do the following:

- Keep your dwelling clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen *before* you start showering or cooking with open pots. When showering, be sure to keep the shower curtain *inside* the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.
- Promptly notify us in writing about any air conditioning or heating system problems you discover, including non-functioning fans or other ventilation systems. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
- Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.

5. IN ORDER TO AVOID MOLD GROWTH, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;

- overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
 - leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
 - washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
 - leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
 - insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

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

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from *porous* items, such as fibers in sofas, chairs, drapes and carpets—provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

7. DO NOT CLEAN OR APPLY BIOCIDES TO: (1) visible mold on porous surfaces, such as sheetrock walls or ceilings, or (2) large areas of visible mold on non-porous surfaces. Instead, notify us in writing, and we will take appropriate action.

8. COMPLIANCE. Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.

If you fail to comply with this Addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.

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

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(as agent for and on behalf of Owner)

Date of Lease Contract
February 28, 2025

Date of Lease Contract

February 28, 2025



BED BUG ADDENDUM

Date: February 28, 2025
(when this Addendum is filled out)



Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

1. DWELLING UNIT DESCRIPTION.

Unit No. 236,
355 N. Wolfe Rd. #236

(street address) in
Sunnyvale
(city), California, 94085 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: February 28, 2025
Owner's name: GSIC II Sunnyvale Owner,
LP

Residents (*list all residents*):

Hyungsuk Choi, Youngmi Kim,
Hyunyoung Choi, Hojune Choi

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

3. PURPOSE. This Addendum modifies the Lease Contract and addresses situations related to bed bugs (*cimex lectularius*) which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum.

4. INSPECTION AND INFESTATIONS. BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:

- YOU HAVE INSPECTED THE DWELLING PRIOR TO MOVING IN, OR PRIOR TO SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR A BED BUG INFESTATION;

OR

- YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN, OR WITHIN 48 HOURS AFTER SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED BUG INFESTATIONS.

You agree that you have read the information provided in this Addendum and that you are not aware of any infestation or presence of bed bugs in your current or previous dwellings, furniture, clothing, personal property, or possessions. You also acknowledge that you have fully disclosed to us any previous bed bug infestations or bed bug issues that you have experienced.

If you disclose to us a previous experience with bed bug infestations or other bed bug related issues, we can review documentation of the previous treatment(s) and inspect your personal property and possession to confirm the absence of bed bugs.

5. ACCESS FOR INSPECTION AND PEST TREATMENT.

You must allow us and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. Unless otherwise prohibited by law, you are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treat the dwelling. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed bug infestation on your own.

6. NOTIFICATION.

You must promptly notify us:

- of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property.
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

7. COOPERATION. If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned at the time we treat the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in our dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If required to vacate, for your health and safety, and the effectiveness of the treatment, you shall not reenter the dwelling until instructed to by the pest control operator. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

8. RESPONSIBILITIES. You may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other dwellings. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and obtain immediate possession of the dwelling. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.

9. TRANSFERS. If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction.

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

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

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(as agent for and on behalf of Owner)

Date of Signing Addendum

You are entitled to receive an original of this Addendum after it is fully signed. Keep it in a safe place.

BED BUGS — A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanliness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

Identifying bed bugs

Bed bugs can often be found in, around and between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors

- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

Bed bug do's and don'ts

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.

Information about Bed Bugs

Bed bug Appearance: Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.

Life Cycle and Reproduction: An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days. Bed bugs can survive for months without feeding.

Bed bug Bites: Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.

Common signs and symptoms of a possible bed bug infestation:

- Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
- Molted bed bug skins, white, sticky eggs, or empty eggshells.
- Very heavily infested areas may have a characteristically sweet odor.
- Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.

For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.

Please also refer to the Requests, Repairs, and Malfunctions paragraph of your lease.



UTILITY AND SERVICES ADDENDUM



This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated February 28, 2025 between GSIC II Sunnyvale Owner, LP

("We" and/or "we" and/or "us") and Hyungsuk Choi, Youngmi Kim, Hyunyoung Choi, Hojune Choi

("You" and/or "you") of Unit No. 236 located at 355 N. Wolfe Rd. #236

(street address) in Sunnyvale, CA 94085

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

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

a) **Water** service to your dwelling will be paid by you either:

- directly to the utility service provider; or
 water bills will be billed by the service provider to us and then allocated to you based on the following formula: 5
 If flat rate is selected, the current flat rate is \$ _____ per month.
 3rd party billing company if applicable Conservice

***Submetered Water does not apply under this Addendum. Please refer to the Water Submeter Lease Addendum and Water Service Law Additional Information Form for submetered water. The Water Submeter Lease Addendum applies: (1) if your dwelling has a water submeter installed on or after January 1, 2018, and was required to be installed pursuant to a building standard adopted in accordance with Health and Safety Code Section 17922.14, and not exempted per Civil Code 1954.216, or (2) to all dwelling units where submeters are used to charge a tenant separately for water service.

b) **Sewer** service to your dwelling will be paid by you either:

- directly to the utility service provider; or
 sewer bills will be billed by the service provider to us and then allocated to you based on the following formula: 10
 If flat rate is selected, the current flat rate is \$ _____ per month.
 3rd party billing company if applicable Conservice

c) **Gas** service to your dwelling will be paid by you either:

- directly to the utility service provider; or
 gas bills will be billed by the service provider to us and then allocated to you based on the following formula: 5
 If flat rate is selected, the current flat rate is \$ _____ per month.
 3rd party billing company if applicable Conservice

d) **Trash** service to your dwelling will be paid by you either:

- directly to the service provider; or
 trash bills will be billed by the service provider to us and then charged to you based on the following formula: 10
 If flat rate is selected, the current flat rate is \$ _____ per month.
 3rd party billing company if applicable Conservice

- e) **Electric** service to your dwelling will be paid by you either:
- directly to the utility service provider; or
- electric bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 If flat rate is selected, the current flat rate is \$_____ per month.
 3rd party billing company if applicable _____
-
- f) **Stormwater** service to your dwelling will be paid by you either:
- directly to the utility service provider; or
- stormwater bills will be billed by the service provider to us and then allocated to you based on the following formula: **NA** _____
 If flat rate is selected, the current flat rate is \$_____ **NA** per month.
 3rd party billing company if applicable **NA** _____
-
- g) **Cable TV** service to your dwelling will be paid by you either:
- directly to the utility service provider; or
- cable TV bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 If flat rate is selected, the flat rate is \$_____ per month.
 3rd party billing company if applicable _____
-
- h) **Master Antenna** service to your dwelling will be paid by you either:
- directly to the utility service provider; or
- master antenna bills will be billed by the service provider to us and then allocated to you based on the following formula: **NA** _____
 If flat rate is selected, the current flat rate is \$_____ **NA** per month.
 3rd party billing company if applicable **NA** _____
-
- i) **Internet** service to your dwelling will be paid by you either:
- directly to the utility service provider; or
- internet bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 If flat rate is selected, the current flat rate is \$_____ per month.
 3rd party billing company if applicable _____
-
- j) (Other) **Valet Waste** _____ service to your dwelling will be paid by you either:
- directly to the utility service provider; or
- bills will be billed by the service provider to us and then allocated to you based on the following formula: **4** _____
 If flat rate is selected, the current flat rate is \$_____ **27.00** per month.
 3rd party billing company if applicable _____
-
- k) (Other) **Pest Control** _____ service to your dwelling will be paid by you either:
- directly to the utility service provider; or
- bills will be billed by the service provider to us and then allocated to you based on the following formula: **4** _____
 If flat rate is selected, the current flat rate is \$_____ **4.00** per month.
 3rd party billing company if applicable _____
-

METERING/ALLOCATION METHOD KEY

- "1" - Sub-metering of all of your water/gas/electric use
"2" - Calculation of your total water use based on sub-metering of hot water
"3" - Calculation of your total water use based on sub-metering of cold water
"4" - Flat rate per month
"5" - Allocation based on the number of persons residing in your dwelling unit
"6" - Allocation based on the number of persons residing in your dwelling unit using a ratio occupancy formula
"7" - Allocation based on square footage of your dwelling unit
"8" - Allocation based on a combination of square footage of your dwelling unit and the number of persons residing in your dwelling unit
"9" - Allocation based on the number of bedrooms in your dwelling unit
"10" - Allocation based on a lawful formula not listed here

(Note: if method "10" is selected, a separate sheet will be attached describing the formula used)

2. Allocation formulas are used when the dwelling unit has no sub-meter. The formula may be based on factors such as, the interior square footage of the dwelling unit, number of bedrooms, number of occupants, number of bathrooms, presence of washing machine, and average water usage for that floor plan. The allocation is an estimate of usage by the resident. If an allocation method is used, we or our billing company will calculate your allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Under any allocation method, Resident may be paying for part of the utility usage in common areas or in other residential units as well as administrative fees. Both Resident and Owner agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident. Where lawful, we may change the above methods of determining your allocated share of utilities and services and all other billing methods, in our sole discretion, and after providing written notice to you. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.

If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Agreement (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.

3. When billed by us directly or through our billing company, you must pay utility bills within 5 days of the date when the utility bill is issued at the place indicated on your bill, or the payment will be late. If a payment is late, you will be responsible for a late fee as indicated below. The late payment of a bill or failure to pay any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment. To the extent there are any new account, monthly administrative, late or final bill fees, you shall pay such fees as indicated below.

New Account Fee:	\$ <u>0.00</u>	(not to exceed \$ <u>0.00</u>)
Monthly Administrative Billing Fee:	\$ <u>5.78</u>	(not to exceed \$ <u>10.00</u>)
Late Fee:	\$ <u>0.00</u>	(not to exceed \$ <u>0.00</u>)
Final Bill Fee:	\$ <u>17.00</u>	(not to exceed \$ <u>20.00</u>)

If allowed by state law, we at our sole discretion may amend these fees, with written notice to you.

4. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the dwelling. If you breach the Lease, you will be responsible for utility charges for the time period you were obliged to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your dwelling and may charge a reasonable administration fee for billing for the utility service in the amount of \$ 50.00.

5. When you move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.

6. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the dwelling unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the dwelling due to such outages, interruptions, or fluctuations.

7. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease, this Utility Addendum and at law.

8. Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.

9. You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Owner of any change in such number of occupants.

10. You agree that you may, upon thirty (30) days prior written notice from Owner to you, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term Utilities.

11. This Addendum is designed for use in multiple jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

12. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Utility Addendum and will supersede any conflicting provisions of this printed Utility Addendum and/or the Lease Contract.

Method 10: Trash calculated based on the total amount billed by the service provider(s) divided equally among occupied units. Billed trash expense may include, but is not limited to, actual trash invoices, internal trash-related expense, porter service, consulting/management expense, equipment rental, trash management costs, trash-related cleaning costs (including trash chute cleaning), odor control, bulk item disposal, trash auditing costs, and recycling charges. Method 10: Sewer charges are based on the total expense charged to the community by the utility company, divided equally to all units. Water and sewer charges include common area costs. All water and sewer-related charges assessed to the property may be used to calculate the amount charged to you under the selected formula described above including, but not limited to, irrigation, drought surcharges/penalties, stormwater charges, water or sewer related charges contained on tax bills, and all miscellaneous charges contained on the utility bills received from the local water and sewer providers.

Resident Signature _____

Date _____

Management _____

Date _____



ADDENDUM REGARDING RECREATIONAL and MEDICAL MARIJUANA USE

and

LANDLORD'S COMMITMENT TO ENFORCEMENT OF CRIME FREE ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit. No. 236,
355 N. Wolfe Rd. #236

(street address) in
Sunnyvale
(city), California, 94085 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: February 28, 2025
Owner's name: GSIC II Sunnyvale Owner, LP

Residents (*list all residents*):

Hyungsuk Choi, Youngmi Kim,
Hyunyoung Choi, Hojune Choi

or not, is a criminal offense and will not be protected under the fair housing laws. Therefore, dwelling complexes are not required to accommodate the use of marijuana by a tenant who is a current medical marijuana user.

4. The Premises listed above follows and complies with federal law regarding marijuana use and is, and will continue to be, a drug free community. Possession, use, manufacture or sale of any illegal substance, including marijuana, or any use of marijuana by the tenant and/or guests will result in immediate termination. If you have any questions or concerns about this policy, please speak to management.

5. By signing below, the resident acknowledges his or her understanding of the terms and conditions as stated above, and his or her agreement to comply with those terms and conditions.

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

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

3. The Propositions 215 and 64 permit the limited use of medical marijuana and recreational purchase in specific and limited circumstances. However, this is not the case under federal law. Under federal law, specifically the Controlled Substances Act (CSA), marijuana is still categorized as a Schedule I substance. This means that under federal law, the manufacture, distribution, or possession of marijuana is strictly prohibited. Because the U.S. Department of Housing and Urban Development is controlled by the federal government, it agrees that the use of marijuana, whether prescribed for medical reasons

Resident or Residents (sign here)

Date of Signing Addendum

Owner or Owner's Representative
(as agent for and on behalf of Owner)

Date of Signing Addendum



CRIME/DRUG FREE HOUSING ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. 236,
355 N. Wolfe Rd. #236

(street address) in
Sunnyvale
(city), California, 94085 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: February 28, 2025

Owner's name: GSIC II Sunnyvale Owner, LP

Residents (list all residents):

Hyungsuk Choi, Youngmi Kim,
Hyunyoung Choi, Hojune Choi

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

3. ADDENDUM APPLICABILITY. In the event any provision in this Addendum is inconsistent with any provision(s) contained in other portions of, or attachments to, the above-mentioned Lease Contract, then the provisions of this Addendum shall control. For purposes of this Addendum, the term "Premises" shall include the dwelling unit, all common areas, all other dwelling units on the property or any common areas or other dwelling units on or about other property owned by or managed by the Owner. The parties hereby amend and supplement the Lease Contract as follows:

4. CRIME/DRUG FREE HOUSING. Resident, members of the Resident's household, Resident's guests, and all other persons affiliated with the Resident:

A. Shall not engage in any illegal or criminal activity on or about the premises. The phrase, "illegal or criminal activity" shall include, but is not limited to, the following:

1. Engaging in any act intended to facilitate any type of criminal activity.

2. Permitting the Premises to be used for, or facilitating any type of criminal activity or drug related activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
3. The unlawful manufacturing, selling, using, storing, keeping, purchasing or giving of an illegal or controlled substance or paraphernalia as defined in city, county, state or federal laws, including but not limited to the State of California and/or the Federal Controlled Substances Act.
4. Violation of any federal drug laws governing the use, possession, sale, manufacturing and distribution of marijuana, regardless of state or local laws. (So long as the use, possession, sale, manufacturing and distribution of marijuana remains a violation of federal law, violation of any such federal law shall constitute a material violation of this rental agreement.)
5. Engaging in, or allowing, any behavior that is associated with drug activity, including but not limited to having excessive vehicle or foot traffic associated with his or her unit.
6. Any breach of the Lease Contract that otherwise jeopardizes the health, safety, and welfare of the Owner, Owner's agents, or other Residents, or involving imminent, actual or substantial property damage.
7. Engaging in or committing any act that would be a violation of the Owner's screening criteria for criminal conduct or which would have provided Owner with a basis for denying Resident's application due to criminal conduct.
8. Engaging in any activity that constitutes waste, nuisance, or unlawful use.

B. AGREE THAT ANY VIOLATION OF THE ABOVE PROVISIONS CONSTITUTES A MATERIAL VIOLATION OF THE PARTIES' LEASE CONTRACT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this Addendum shall be deemed a serious violation, and a material default, of the parties' Lease Contract. It is understood that a single violation shall be good cause for termination of the Lease Contract. Notwithstanding the foregoing comments, Owner may terminate Resident's tenancy for any lawful reason, and by any lawful method, with or without good cause.

5. CRIMINAL CONVICTION NOT REQUIRED. Unless otherwise provided by law, proof of violation of any criminal law shall not require a criminal conviction.

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

Resident or Residents
(sign here)

Date of Signing Addendum

Owner or Owner's Representative
(as agent for and on behalf of Owner)

Date of Signing Addendum



LEASE CONTRACT BUY-OUT AGREEMENT



1. DWELLING UNIT DESCRIPTION.

Unit No. 236,
355 N. Wolfe Rd. #236

(street address) in
Sunnyvale
(city), California, 94085 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: February 28, 2025

Owner's name: GSIC II Sunnyvale Owner, LP

Residents (*list all residents*):

Hyungsuk Choi, Youngmi Kim,
Hyunyoung Choi, Hojune Choi

3. PURPOSE OF AGREEMENT. We trust you will remain in good standing through the term of the Lease Contract. If you are not in good standing anytime during the Lease Contract, you are responsible for all rents and charges through the balance term of the Lease Contract less any mitigation. Be advised, the amount owed varies for each particular set of facts. In an attempt to resolve all rents and charges through the balance term of the lease, you may choose to terminate the Lease Contract early. If we agree upon a buyout amount and accepted by each party, you are no longer responsible for rent charges after the early termination (you must vacate timely). Moreover, we can market and re-rent the apartment to another prospective resident.

The purpose of this Buy-Out Agreement is to give you the right to buy out of your Lease Contract early—subject to any special provisions in paragraph 10 below. In order to buy out early, your notice must be signed by all residents listed in paragraph 1 of the Lease Contract and all residents must comply with all provisions of this Buy-Out Agreement.

4. You agree that you are voluntarily electing to exercise the buy-out option offered in this Agreement.

5. BUY-OUT PROCEDURES. You may buy out of the Lease Contract prior to the end of the lease term and cut off all liability for paying rent **beyond the new termination date** if all of the following occur:

- (a) you give us written notice of buy-out at least 30 days prior to the new termination date (i.e., your new move-out date), which (check one) must be the last day of a month or may be during a month;
- (b) you specify the new termination date in the notice, i.e., the date by which you'll move out;
- (c) you are not in default under the Lease Contract on the date you give us the notice of buy-out;
- (d) you are not in default under the Lease Contract on the new termination date (move-out date);
- (e) you move out on or before the new termination date and do not hold over;
- (f) you pay us a buy-out fee (consideration) of \$ 7912.00 (this buy-out fee does not cover any of the rent owed through the new termination date);
- (g) resident agrees that buy-out fee listed above does not include rent due during the 30 day notice period. Rent is separate and must be paid timely, or the Buy Out option will be null and void;
- (h) you pay us the amount of any concessions you received when signing the Lease Contract; and
- (i) you comply with any special provisions in paragraph 10 below.

6. WHEN PAYABLE. The buy-out fee in paragraph 5(f) is due and payable no later than 7 days after you give us your buy-out notice. The total dollar amount of any concessions regarding rent or other monetary lease obligations for the entire lease term is \$ _____ and is due payable on the same day as the buy-out fee, subject to any special provisions in paragraph 10 regarding the amount, calculation method, or payment date.

7. SHOWING UNIT TO PROSPECTIVE RESIDENTS.

After you give us notice of buy-out, the Lease Contract gives us the right to begin showing your unit to prospective residents and telling them it will be available immediately after your new termination date.

8. COMPLIANCE ESSENTIAL. Our deposit of all amounts due under paragraphs 5(f) and 5(g) constitutes our approval of the new termination date stated in your notice of buy-out. If you fail to comply with any of the procedures or requirements in this agreement after we deposit such monies, your buy-out right and this agreement will be voided automatically; and (1) any amounts you have paid under this agreement will become part of your security deposit, and (2) the lease will continue

without buy-out. Then, if you move out early, you are subject to all lease remedies, including reletting fees and liability for all rents for the remainder of the original lease term.

9. MISCELLANEOUS. If moving out by the new termination date becomes a problem for you, contact us. An extension may be possible if we have not already relet the dwelling unit to a successor resident. We and any successor residents who may be leasing your unit will be relying on your moving out on or before the new termination date. Therefore, you may not hold over beyond such date without our written consent—even if it means you have to make plans for temporary lodging elsewhere. “Default” as used in paragraphs 5(c) and 5(d) of this agreement means default as defined in the Lease Contract. You will continue to be liable for any damages and any sums accruing and unpaid prior to the new termination date.

10. SPECIAL PROVISIONS. Your right of buy-out (*check one*) is or is not limited to a particular fact situation. If limited, buy-out may be exercised only if the following facts (see below) occur and any described documents are furnished to us. Any special provisions below will supersede any conflicting provision of this printed agreement. Any false statements or documents presented to us regarding buy-out will automatically void your right to buy-out of the Lease Contract. The special provisions are:

Resident or Residents
(*All residents must sign*)

Owner or Owner's Representative
(*as agent for and on behalf of Owner*)

Date of Lease Contract

February 28, 2025



ADDENDUM PROHIBITING SHORT-TERM SUBLetting OR RENTAL



1. DWELLING UNIT DESCRIPTION.

Unit No. 236,
355 N. Wolfe Rd. #236

(street address) in
Sunnyvale
(city), California, 94085 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: February 28, 2025

Owner's name: GSIC II Sunnyvale Owner, LP

Residents (*list all residents*):

Hyungsuk Choi, Youngmi Kim,
Hyunyoung Choi, Hojune Choi

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

3. SHORT TERM SUBLLEASE OR RENTING PROHIBITED. Without limiting the prohibition in the Lease on subletting, assignment, and licensing, and without limiting any of our rights or remedies, this Addendum to the Lease further supplements and defines the requirements and prohibitions contained in the Lease Contract between you and us. You are hereby strictly prohibited from subletting, licensing, or renting to any third party, or allowing occupancy by any third party, of all or any portion of the dwelling, whether for an overnight use or duration of any length, without our prior written consent in each instance. This prohibition applies to overnight stays or any other stays arranged on Airbnb.com or other similar internet sites.

4. PROHIBITION ON LISTING OR ADVERTISING DWELLING ON OVERNIGHT SUBLetting OR RENTING WEBSITES. You agree not to list or advertise the dwelling as being available for short term subletting or rental or occupancy by others on Airbnb.com or similar internet websites. You agree

that listing or advertising the dwelling on Airbnb.com or similar internet websites shall be a violation of this Addendum and a breach of your Lease Contract.

5. VIOLATION OF LEASE AGREEMENT. Your Lease Contract allows for use of your dwelling as a private residence only and strictly prohibits conducting any kind of business in, from, or involving your dwelling unless expressly permitted by law. Separately, your Lease Contract prohibits subletting or occupancy by others of the dwelling for any period of time without our prior written consent. Permitting your dwelling to be used for any subletting or rental or occupancy by others (including, without limitation, for a short term), regardless of the value of consideration received or if no consideration is received, is a violation and breach of this Addendum and your Lease Contract.

6. REMEDY FOR VIOLATION. Any violation of this Addendum constitutes a material violation of the Lease Contract, and as such we may exercise any default remedies permitted in the Lease Contract, including termination of your tenancy, in accordance with local law. This clause shall not be interpreted to restrict our rights to terminate your tenancy for any lawful reason, or by any lawful method.

7. RESIDENT LIABILITY. You are responsible for and shall be held liable for any and all losses, damages, and/or fines that we incur as a result of your violations of the terms of this Addendum or the Lease Contract. Further, you agree you are responsible for and shall be held liable for any and all actions of any person(s) who occupy your dwelling in violation of the terms of this Addendum or the Lease Contract, including, but not limited to, property damage, disturbance of other residents, and violence or attempted violence to another person. In accordance with applicable law, without limiting your liability you agree we shall have the right to collect against any renter's or liability insurance policy maintained by you for any losses or damages that we incur as the result of any violation of the terms of this Addendum.

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

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

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(as agent for and on behalf of Owner)

Date of Signing Addendum



RESIDENT PARKING ADDENDUM

Date: February 28, 2025
(when this addendum is filled out)



1. DWELLING UNIT DESCRIPTION.

Unit No. 236,
355 N. Wolfe Rd. #236

Sunnyvale (street address) in
(city), California, 94085 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: February 28, 2025
Owner's name: GSIC II Sunnyvale Owner, LP

Residents (list all residents):

Hyungsuk Choi, Youngmi Kim,
Hyunyoung Choi, Hojune Choi

The term of this Parking Addendum is as follows:
Begins on April 3rd, 2025 and
ending on June 2nd, 2026.

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

RESIDENT AND OWNER AGREE AS FOLLOWS:

3. You agree to properly register all vehicles with management. If you get a new or replacement vehicle you must notify us and complete a revised agreement.
4. If you are provided with a parking tag or sticker it must be properly installed and displayed.
5. Unless your vehicle(s) has been assigned a specific space(s) you may park in any available space(s) in the parking areas, with the exception of spaces reserved for a particular use or any marked handicap space, unless you possess a government issued handicap decal or similar signage.
6. If you are assigned a specific parking space(s) we shall assign you the space(s) and retain the right to change assigned space(s) at our sole discretion.

7. You understand and accept that we have the right at any time, without notice, to tow unauthorized or non-registered vehicles from any parking space on the property.

8. You agree to use parking spaces in accord with the terms of the Lease and Community Rules.

9. Any vehicles which are improperly parked or are in violation of this addendum, the terms of the Lease or Community Rules will be towed at your expense. You agree that we shall not be liable to you for damages related to the physical towing nor any consequential damages you may incur through loss of use of the vehicle(s).

10. You understand that we will not be held liable for any damage or theft that may occur while your vehicle(s) is parked on any part of the property. Upon signing this agreement you knowingly accept the risk of parking any vehicle(s) on the property.

11. Any action by you, any occupant, guest, or visitor that violates this addendum shall constitute a violation of the Lease Contract.

12. You understand and agree that any judgment of possession entered against you shall be a judgment for possession of any parking spaces which you are entitled to under this addendum. Once such judgment is rendered and executed upon you, you shall immediately remove all vehicles from the property parking areas. If you fail to remove your vehicle(s), we shall tow the vehicle(s) at your expense. You agree that we shall not be liable to you for damages related to the physical towing nor any consequential damages you may incur through loss of use of the vehicle(s).

COST FOR PARKING

Resident agrees to pay a onetime fee of \$ _____ per vehicle on or before the _____ day of _____, _____. In alternative resident agrees to pay \$ 75.00 monthly per vehicle due on or before the 1st day of the month. If no amount is filled in parking shall be free for properly registered and authorized vehicles.

Resident understands and accepts that all-parking rights and privileges will immediately be revoked in the case that Resident is _____ days delinquent in paying the required parking fee.

Resident agrees to pay \$ _____ NSF fee for all checks returned for non-sufficient funds.

VEHICLE INFORMATION:**Vehicle 1**Make: **Acura**Model & Year: **TLX 2021**State: **CA**License Plate: **8XPF507**

Permit Number: _____

Phone Number: **(408) 560-6162**

Parking Space: _____

Vehicle 2Make: **Honda**Model & Year: **ACURA MDX 2018**State: **CA**License Plate: **8CMN300**

Permit Number: _____

Phone Number: **(408) 560-6162**

Parking Space: _____

Vehicle 3

Make: _____

Model & Year: _____

State: _____

License Plate: _____

Permit Number: _____

Phone Number: _____

Parking Space: _____

13. WARNING: Breathing the air in this parking garage can expose you to chemicals including carbon monoxide and gasoline or diesel engine exhaust, which are known to the State of California to cause cancer (a collection of related diseases in which some cells in the body begin to abnormally divide without stopping, and often spread into surrounding tissues) and birth defects or other reproductive harm (Reproductive Harm occurs when a chemical interferes with the ability to produce normal, healthy offspring. This includes effects on the female

and male reproductive systems, and effects on the developing embryo, fetus, or child, resulting from exposure during pregnancy. Under Proposition 65, "reproductive toxicity" includes "developmental toxicity," "female reproductive toxicity," and "male reproductive toxicity"). Do not stay in this area longer than necessary. For more information go to www.P65Warnings.ca.gov/parking.

14. SPECIAL PROVISIONS.

Resident or Residents*(All residents must sign)*

Owner or Owner's Representative*(as agent for and on behalf of Owner)***Date of Signing Addendum**



NO-SMOKING ADDENDUM

Date: February 28, 2025
(when this Addendum is filled out)



All use of any tobacco product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the Community. You are entitled to receive an original of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.

1. DWELLING UNIT DESCRIPTION.

Unit No. 236,
355 N. Wolfe Rd. #236

Sunnyvale (street address) in
(city), California, 94085 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: February 28, 2025
Owner's name: GSIC II Sunnyvale Owner, LP

Residents (list all residents):

Hyungsuk Choi, Youngmi Kim,
Hyunyoung Choi, Hojune Choi

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

3. DEFINITION OF SMOKING. Smoking refers to any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus Nicotiana or the species N. tabacum which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons, and include, but are not limited to, marijuana.

4. SMOKING ANYWHERE INSIDE BUILDINGS OF THE COMMUNITY IS STRICTLY PROHIBITED. All forms and use of burning, lighted, vaporized, or ignited tobacco products and smoking of tobacco products inside any dwelling, building, or interior of any portion

of the Community is strictly prohibited. Any violation of the no-smoking policy is a material and substantial violation of this Addendum and the Lease Contract.

The prohibition on use of any burning, lighted, vaporized, or ignited tobacco products or smoking of any tobacco products extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the Community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, dwellings, club house, exercise or spa facility, tennis courts, all interior areas of the Community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the Community or in the enclosed spaces on the surrounding Community grounds. Smoking of non-tobacco products which are harmful to the health, safety, and welfare of other residents inside any dwelling or building is also prohibited by this Addendum and other provisions of the Lease Contract.

5. SMOKING OUTSIDE BUILDINGS OF THE COMMUNITY. Smoking is permitted only in specially designated areas outside the buildings of the Community. Smoking must be at least _____ feet from the buildings in the Community, including administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the Community, including administrative office buildings. The smoking-permissible areas are marked by signage. Smoking on balconies, patios, and areas attached to your dwelling is not permitted. Smoking in limited areas outside of your dwelling is is not permitted. If no box is checked, smoking outside buildings is not permitted.

The following outside areas of the Community may be used for smoking: We are a smoke-free community, smoking is not permitted within the apartments or on community property.

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the dwellings or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests.

6. YOUR RESPONSIBILITY FOR DAMAGES AND CLEANING. You are responsible for payment of all costs and damages to your dwelling, other residents' dwellings, or any other portion of the Community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of

whether such use was a violation of this Addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease Contract are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of tobacco smoke which permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling or building is in excess of normal wear and tear in our smoke free Community.

7. YOUR RESPONSIBILITY FOR LOSS OF RENTAL INCOME AND ECONOMIC DAMAGES REGARDING OTHER RESIDENTS. You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwellings, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

8. LEASE CONTRACT TERMINATION FOR VIOLATION OF THIS ADDENDUM. We have the right to terminate your Lease Contract or right of occupancy of the dwelling for any violation of this No-Smoking Addendum. Violation of the no-smoking provisions is a material and substantial default or violation of the Lease Contract. Despite the termination of the Lease Contract or your occupancy, you will remain liable for rent through the end of the Lease Contract term or the date on which the dwelling is re-rented to a new occupant, whichever comes first. Therefore, you may be responsible for payment of rent after you vacate the leased premises even though you are no longer living in the dwelling.

9. EXTENT OF YOUR LIABILITY FOR LOSSES DUE TO SMOKING. Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Contract or any other addendum.

10. YOUR RESPONSIBILITY FOR CONDUCT OF OCCUPANTS, FAMILY MEMBERS, AND GUESTS. You are responsible for communicating this Community's no-smoking policy and for ensuring compliance with this Addendum by your occupants, family, guests, and invitees.

11. THERE IS NO WARRANTY OF A SMOKE FREE ENVIRONMENT. Although we prohibit smoking in all interior parts of the Community, there is no warranty or guaranty of any kind that your dwelling

or the Community is smoke free. Smoking in certain limited outside areas is allowed as provided above. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are obligated to investigate and act, and you must thereafter cooperate with us in prosecution of such violations.

This is an important and binding legal document. By signing this Addendum you are agreeing to follow our no-smoking policy and you are acknowledging that a violation could lead to termination of your Lease Contract or right to continue living in the dwelling. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this Addendum.

12. SMOKING COMPLAINT POLICY.

We do do not have a policy in effect for handling smoking complaints. If no box is checked, we do not have a policy in effect. If we do have a policy in effect, you will receive a copy with the new Lease Contract.

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

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(as agent for and on behalf of Owner)



**CALIFORNIA PROPOSITION 65 ADDENDUM
SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986**



This Addendum is incorporated into the Lease Contract (referred to in this Addendum as "Lease Contract" or "Lease") dated February 28, 2025 between GSIC II Sunnyvale Owner, LP

(“We” and/or “we” and/or “us”) and Hyungsuk Choi, Youngmi Kim, Hyunyoung Choi, Hojune Choi

(“You” and/or “you”) of Unit No. 236 located at 355 N. Wolfe Rd. #236

(street address) in Sunnyvale (city), California, 94085 (zip code), and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

Purpose. Proposition 65 requires businesses to provide warnings to Californians about significant exposures to chemicals that cause cancer, birth defects or other reproductive harm. Proposition 65 also protects California's drinking water sources from being contaminated with chemicals known to cause cancer, birth defects or other reproductive harm (www.p65warnings.ca.gov/).

You may be exposed to the following carcinogens and/or reproductive toxicants at this property [check all that apply]:

Asbestos

⚠ WARNING: Asbestos-containing materials, including some ceiling coatings on this property can, if damaged or disturbed, expose you to asbestos, which is known to the State of California to cause cancer. Talk to your landlord or the building manager about how and when you could be exposed to this chemical in your building. For additional information go to www.P65Warnings.ca.gov/apartments.

Lead Paint

⚠ WARNING: Paint chips and dust from lead-containing paint on this property can expose you to lead, which is known to the State of California to cause cancer and birth defects or other reproductive harm. Talk to your landlord or the building manager about how and when you could be exposed to this chemical in your building. For additional information go to www.P65Warnings.ca.gov/apartments.

Lead Plumbing

⚠ WARNING: Use of lead-containing plumbing materials on this property can expose you to lead, which is known to the State of California to cause cancer and birth defects or other reproductive harm. Talk to your landlord or the building manager about how and when you could be exposed to this chemical in your building. For additional information go to www.P65Warnings.ca.gov/apartments.

Designated Smoking Areas

⚠ WARNING: Breathing the air in this smoking area can expose you to chemicals including tobacco smoke and nicotine, which are known to the State of California to cause cancer and birth defects or other reproductive harm. Do not stay in this area longer than necessary. For more information go to www.P65Warnings.ca.gov/smoking-areas.

Fire Places or Unvented Gas Space Heaters

⚠ WARNING: Fireplaces or unvented gas space heaters on this property can expose you to carbon monoxide, which is known to the State of California to cause birth defects or other reproductive harm. Talk to your landlord or the building manager about how and when you could be exposed to this chemical in your building. For additional information go to www.P65Warnings.ca.gov/apartments.

Enclosed Parking Facility

⚠ WARNING: Breathing the air in this parking garage can expose you to chemicals including carbon monoxide and gasoline or diesel engine exhaust, which are known to the State of California to cause cancer and birth defects or other reproductive harm. Do not stay in this area longer than necessary. For more information go to www.P65Warnings.ca.gov/apartments.

Imported Vinyl Miniblinds Manufactured prior to 1997

 **WARNING:** Imported vinyl miniblinds manufactured prior to 1997 on this property can expose you to lead, which is known to the State of California to cause cancer and birth defects or other reproductive harm. Talk to your landlord or the building manager about how and when you could be exposed to this chemical in your building. For additional information go to www.P65Warnings.ca.gov/apartments.

Building Materials Containing Urea-Formaldehyde Resins

 **WARNING:** Building materials containing urea-formaldehyde resins, such as insulation, pressed wood materials, finishes, or adhesives, on this property can expose you to formaldehyde, which is known to the State of California to cause cancer. Talk to your landlord or the building manager about how and when you could be exposed to this chemical in your building. For additional information go to www.P65Warnings.ca.gov/apartments.

Pesticide - Resmethrin

 **WARNING:** Pesticides used on this property can expose you to resmethrin, which is known to the State of California to cause cancer and birth defects or other reproductive harm. Talk to your landlord or the building manager about how and when you could be exposed to this chemical in your building. For additional information go to www.P65Warnings.ca.gov/apartments.

Landscaping and Weed Control

 **WARNING:** Landscaping and weed control activities on this property can expose you to chemicals including glyphosate (also known as Round Up) which is known to the State of California to cause cancer. Talk to your landlord or the building owner about how and when you could be exposed to these chemicals in your building. For additional information go to www.P65Warnings.ca.gov/apartments.



 **WARNING:** _____



 **WARNING:** _____



 **WARNING:** _____



 **WARNING:** _____



 **WARNING:** _____

- ⚠ WARNING:** _____



⚠ WARNING: _____

Resident(s)
(All residents must sign)

Owner or Owner's Representative
(as agent for and on behalf of Owner)

Date of Lease Contract

February 28, 2025



CONSTRUCTION ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. 236,
355 N. Wolfe Rd. #236

(street address) in
Sunnyvale
(city), California, 94085 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: February 28, 2025
Owner's name: GSIC II Sunnyvale Owner, LP

Residents (list all residents):

Hyungsuk Choi, Youngmi Kim,
Hyunyoung Choi, Hojune Choi

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

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

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

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

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

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

The existing, on-going, or future construction at the property includes:

Title/Description: _____

Anticipated Start Date: _____

Anticipated End Date: _____

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

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

forth in your Lease Contract under DELAY OF OCCUPANCY, and in accordance with applicable state law or local ordinance.

Resident hereby knowingly and voluntarily accepts the risks of delays and the dwelling unit not being ready for occupancy on the date set forth in the Lease Contract. Resident agrees that Owner's failure to have the dwelling unit ready on the set date in the Lease Contract due to a repair, renovation, improvement, or construction delay does not constitute a willful failure to deliver possession of the dwelling unit. Resident hereby waives and relinquishes any rights, claims, or causes of action against Owner related to delays in delivering the dwelling unit, including, but not limited to, any holdover rent, or other penalties imposed at Resident's current place of residence, provided however, that Owner agrees that rent will not commence under the Lease Contract until possession is delivered to Resident.

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

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

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

Construction End Date: TBD (To Be Determined)

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(as agent for and on behalf of Owner)

Date of Signing Addendum



**NOTICE OF RESIDENT'S RIGHTS
TENANT PROTECTION ACT OF 2019
RENT CONTROL AND JUST CAUSE TERMINATION
(Civil Code Sections 1946.2 and 1947.12)**



1. PREMISES DESCRIPTION.

Unit No. 236, 355 N. Wolfe Rd. #236
(street address) in Sunnyvale (city),
California, 94085 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: February 28, 2025

Owner's name: GSIC II Sunnyvale Owner, LP

Residents (*list all residents*):

Hyungsuk Choi, Youngmi Kim, Hyunyoung Choi, Hojune Choi

3. This document shall serve as an addendum ("the Addendum") to the Apartment Lease Contract (the "Lease") between Resident and Owner. **Where the terms of the Lease and this Addendum may conflict, the terms of this Addendum shall control.**

4. PURPOSE OF ADDENDUM. The purpose of this Addendum is to provide You with notice that the Premises referenced in paragraph 1 may be subject to the Tenant Protection Act of 2019 ("the Statute"), which regulates the allowable rent increases for the Premises and just cause eviction.

RENT INCREASES AND JUST CAUSE EVICTION

Your Apartment is subject to the following:

- Your premises **is subject** to The Tenant Protection Act of 2019 (AB 1482).
 Your premises **will be subject** to The Tenant Protection Act of 2019 (AB 1482) effective _____ (date).

The following disclosure is applicable if either box above is checked:

California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more, or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.

- Your Apartment **is NOT subject** to the rent limits and **is NOT subject** to the just cause requirements. This property meets the requirements of Sections 1947.12 (d)(4) and 1946.2 (e)(7) of the Civil Code. This property is exempt because it:
- Is subject to a prior enacted local rent control ordinance that is controlling.
 - Is subject to a prior enacted local ordinance requiring just cause termination that is controlling.
 - Is restricted by deed, regulatory restriction in agreement with a government agency, or listed in some other recorded document, as affordable housing, or is subject to an agreement that provides housing subsidies for affordable housing for persons or families of very low, low, or moderate income as defined in Section 50093 of the Health and Safety Code.
 - Was issued a certificate of occupancy within the past 15 years.

SEPARATELY ALIENABLE PROPERTIES (Single Family Homes or Condos):

- This property is NOT subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.

OR

- This property is subject to The Tenant Protection Act of 2019. California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.

Check Only If Applicable:

- The Owner and the Resident agree Owner may terminate the Lease so that the Owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents, unilaterally decides to occupy the Premises.

CALCULATING THE LOWEST GROSS RENTAL AMOUNT. In determining the lowest gross rental amount pursuant to Section 1947.12, any rent discounts, incentives, concessions, or credits offered by the owner of the residential real property and accepted by the resident shall be excluded. The gross per-month rental rate and any owner-offered discounts, incentives, concessions, or credits shall be separately listed and identified in the lease or rental agreement or any amendments to an existing lease or rental agreement. Please refer to **LEASE ADDENDUM FOR RENT CONCESSION OR OTHER RENT DISCOUNT** for applicable discounts.

RENT CAPS APPLICABLE TO SUBLICENSEES. Your Lease does not authorize assignment or subletting without Owner's permission. In the event You sublease or assign without Owner's permission, any consideration paid to You for assignment of this Lease, shall be immediately paid to Owner. In the event of a sublease or assignment (including short term rentals) of all or a portion of the Apartment, all rents payable by the subtenant in excess of rents payable hereunder shall be immediately due and payable to Owner. You agree not to make any profit from any sublease or assignment of the Apartment.

Civil Code section 1947.12 states you shall not enter into a sublease that results in total rent exceeding the allowable rental rate authorized under the statute.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(as agent for and on behalf of Owner)

Date of Signing Addendum





Apartments and Other Residential Rental Properties

Why am I being warned about potential exposure to chemicals in apartments and other residential rental properties?



- Some chemicals that may be found in apartments and other residential rental properties are on the [Proposition 65](#) list because they can cause cancer and/or birth defects or other reproductive harm.
- Proposition 65 requires businesses to determine if they must provide a warning about exposures to [listed chemicals](#).

Apartments and other residential rental properties can expose you to chemicals on the Proposition 65 list. These properties include rental apartments, condominiums, and houses.



APARTMENTS AND OTHER RESIDENTIAL RENTAL PROPERTIES

- It is difficult to generalize about chemical exposures in apartments and other residential rental properties, because each one is different. Many do not cause chemical exposures and do not require Proposition 65 warnings.
- When you rent an apartment or other residential property, you may see a Proposition 65 warning in your rental agreement, or in a letter or e-mail, and you may receive one annually from your building owner or manager.
- If a warning is provided, it should state the names of one or more chemicals on the premises, and identify how or where you might be exposed to these chemicals.

Examples of Proposition 65-listed chemicals you may be exposed to in apartments and other residential rental properties include:

- [Formaldehyde](#) in some building materials, including some insulation, composite-wood cabinetry, and wall and flooring materials.
- [Carbon monoxide](#) from any fireplaces or unvented gas space heaters.
- [Lead](#) from pre-1997 vinyl imported mini-blinds, or plumbing materials or paint chips in older buildings.
- [Asbestos](#) in ceiling materials, if disturbed, in older buildings.
- Some [pesticides](#) that are on the Proposition 65 list, for indoor or outdoor use.

March 2019

- Other chemical exposures that can occur at apartments or other residential rental properties include:
 - ▶ Carbon monoxide and motor vehicle exhaust in enclosed parking structures.
 - ▶ Tobacco smoke and nicotine in designated smoking areas.
- During pregnancy, some of these Proposition 65-listed chemicals can pass from mother to baby.

How can I reduce my potential exposure to these chemicals in apartments and other residential rental properties?

- ✓ Ask your building owner or manager if you have questions about any Proposition 65 warning you receive. Ask about exposures to any other Proposition 65 chemicals on the premises that may not be named in the warning.
- ✓ Where possible, choose apartments or other residential rental properties that are smoke-free and nicotine-free. Avoid spending time in designated smoking areas on the premises.
- ✓ When you use enclosed parking facilities, stay no longer than necessary.
- ✓ To help reduce your exposure to some Proposition 65-listed chemicals:
 - ▶ Wash your hands and your child's hands frequently, especially before eating.
 - ▶ Clean floors regularly, using a wet mop, and a vacuum cleaner with a high-efficiency particulate air (HEPA) filter, if possible.
 - ▶ Wipe up dust regularly, using a damp cloth.

For more information:

General Fact Sheets and Resources

- California Environmental Protection Agency (CalEPA)
Office of Environmental Health Hazard Assessment (OEHHA)
 - ▶ Asbestos
<https://oehha.ca.gov/air/asbestos-fact-sheet-information-health-risks-exposures-asbestos>
 - ▶ Carbon Monoxide
<https://www.p65warnings.ca.gov/fact-sheets/carbon-monoxide>
 - ▶ Designated Smoking Areas
<https://www.p65warnings.ca.gov/fact-sheets/designated-smoking-areas>
 - ▶ Enclosed Parking Facilities
<https://www.p65warnings.ca.gov/fact-sheets/enclosed-parking-facilities>
 - ▶ Formaldehyde
<https://www.p65warnings.ca.gov/fact-sheets/formaldehyde>
 - ▶ Lead and Lead Compounds
<https://www.p65warnings.ca.gov/fact-sheets/lead-and-lead-compounds>
 - ▶ Pesticides
<https://oehha.ca.gov/pesticides>

Proposition 65

- California Environmental Protection Agency (CalEPA)
Office of Environmental Health Hazard Assessment (OEHHA)
 - ▶ Proposition 65: Background
<https://www.p65warnings.ca.gov/faq>
 - ▶ Proposition 65: The Chemical List
<https://www.p65warnings.ca.gov/chemicals>

SUSTAINABLE LIVING ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. 236,
355 N. Wolfe Rd. #236

(street address) in
Sunnyvale
(city), California, 94085 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: February 28, 2025

Owner's name: GSIC II Sunnyvale Owner, LP

Residents (*list all residents - leaseholders and occupants*):

Hyungsuk Choi, Youngmi Kim,
Hyunyoung Choi, Hojune Choi

Occupants:

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

3. PURPOSE OF ADDENDUM. This Addendum will provide requirements and guidelines that are beneficial to improve the quality of the Community's social, environmental, and economic impact for all. All Residents are required to sign this Addendum.

4. ENERGY EFFICIENCY. The following are guidelines recommended to reduce overall energy consumption and reduce electricity/gas expenses.

Thermostat Settings. During the winter months, Energy.gov (<https://www.energy.gov>) recommends setting your thermostat to 68°F while you are awake and setting it lower while you are asleep or away from home. Considerations should be made for extremely cold temperatures as to avoid freezing pipes.

During the summer months, with central air conditioning, Energy.gov recommends setting the thermostat to 78°F while you are occupying the apartment and need cooling and setting the thermostat higher while you are away. Energy.gov recommends that you set your thermostat at as high a temperature as comfortably possible and ensure humidity control if needed.

Please note that the thermostat settings listed above are only recommended guidelines and that the appropriate thermostat setting will depend upon weather conditions and the size and layout of your unit.

Lighting and Light Bulbs. Use natural light when possible. Consider replacing standard incandescent light bulbs with energy-saving compact fluorescent light bulbs (CFLs) or light-emitting diodes (LEDs).

Appliances. We strongly encourage the use of appliances that have the ENERGY STAR label or other energy-efficient labeling.

Conserve Electricity. Consider unplugging chargers for power tools, mobile phones, laptops, televisions, and other electronic devices when not in use, or when you plan to be away from the apartment for an extended period of time.

5. WATER EFFICIENCY – REQUIREMENTS AND SUGGESTIONS. The following requirements and suggestions will help reduce overall water consumption at the Community.

Requirements.

- Residents are required to report leaks to owner immediately to prevent damage, conserve water, and manage water/sewer costs.
- The apartment may come equipped with water saving fixtures and appliances, including, but not limited to, showerheads, toilets, faucets, dishwashers, and washing machines. Residents are required to receive written approval from us prior to replacing or altering any of these fixtures/applications.

Suggestions.

- Every drop counts! Turn off water when shaving, washing hands, and brushing your teeth.
- When doing laundry, also consider only washing full loads. When washing small loads, be sure to use the appropriate water level setting.

6. WASTE AND RECYCLING – REQUIREMENTS AND SUGGESTIONS. The following requirements and suggestions will help reduce overall waste consumption and reduce waste expenses.

Requirements.

- All Residents are required to dispose of waste and recyclables in the appropriate containers in accordance with the Owner's Rules and Regulations, in addition to any applicable local ordinances.
 - Per common practice, the following materials are generally not recyclable: Styrofoam, window glass and mirrors, electronic waste (TVs and computers), motor oil containers, yard waste, chemicals, cleaning products or solutions, chemical containers, shredded paper, plastic bags, ceramics or dishes, food waste, scrap metal, monitors.

Suggestions.

- For materials that are not recyclable, we recommend finding ways to reduce and reuse those items. Visit <https://www.plasticfilmrecycling.org> for additional information.
 - We encourage you to contact your local Waste Industries branch or recycling center to find a list of accepted materials for your recycling center.

7. INDOOR ENVIRONMENT AND WELLNESS. The following are guidelines which promote the quality of the indoor environment and wellness:

- This Community is is not a smoke-free environment. If the Community is a smoke-free environment, then no smoking or vaping is allowed anywhere in the Community, at any time. Smoking refers to any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus Nicotiana or the species N. tabacum which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons. Please refer to the No-Smoking Addendum for further information.

Resident or Residents

(All residents must sign)

- Owner provides common area cleaning using products that have the Green Cleaning® seal or a similar green certification. Owner recommends that Residents also use like products in the cleaning of their units.

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

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

Owner or Owner's Representative
(as agent for and on behalf of Owner)

Date of Signing Addendum



**SUNNYVALE, CA AMENDMENT
TO THE NO-SMOKING ADDENDUM**



Date: February 28, 2025
(when this Addendum is filled out)

All use of any tobacco product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the Community. You are entitled to receive an original of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.

1. DWELLING UNIT DESCRIPTION.

Unit No. 236,
355 N. Wolfe Rd. #236

(street address) in
Sunnyvale
(city), California, 94085 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: February 28, 2025
Owner's name: GSIC II Sunnyvale Owner,
LP

Residents (list all residents):

Hyungsuk Choi, Youngmi Kim,
Hyunyoung Choi, Hojune Choi

This Amendment to the No-Smoking Addendum constitutes an Amendment to the No-Smoking Addendum to the Lease Contract for the described premises on page 1, paragraph 1 (Parties) of the Lease Contract, and is hereby incorporated into and made a part of such No-Smoking Addendum. Where the terms or conditions found in this Amendment to the No-Smoking Addendum vary or contradict any terms or conditions found in the No-Smoking Addendum, this Amendment to the No-Smoking Addendum shall control.

3. SMOKING ANYWHERE INSIDE BUILDINGS OF THE COMMUNITY IS STRICTLY PROHIBITED. Any violation of the no-smoking policy is a material and substantial violation by the resident(s), person(s) subject to the control of the resident(s), or person(s) present on the premises by invitation or permission of the resident(s) of this Addendum and the Lease Contract.

4. SMOKING OUTSIDE BUILDINGS OF THE COMMUNITY. The smoking-permissible areas are marked by signage.

The following outside areas of the Community may be used for smoking: We are a smoke-free community, smoking is not permitted within the apartments or on community property.

5. OTHER RESIDENTS MAY SUE. Other occupant(s) of the property are made express third-party beneficiaries of the provisions in this agreement regarding smoking, and may bring a civil action against you in a court of law to enforce such provisions in accordance with Sunnyvale Municipal Code.

6. LEASE CONTRACT TERMINATION FOR VIOLATION OF THIS ADDENDUM. It is a material and substantial default of this addendum and lease contract for a resident(s) or any person(s) subject to the control of the resident(s), or persons(s) present on the premises with permission or invitation of the resident(s) to smoke in the unit or exclusive use areas such as balconies, porches or patios as of September 23, 2016. Smoking in any common area of the residence other than a designated smoking area, and violating any law regulating smoking while on the property are material and substantial breaches of this addendum and the lease contract.

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

Resident or Residents

(All residents must sign here)

Owner or Owner's Representative
(as agent for and on behalf of Owner)





Information on Dampness and Mold for Renters in California

Main points:

- Living in damp or moldy buildings increases the chances of respiratory problems like asthma.
- The critical warning signs are visible mold, water damage, damp materials, or mold smell.
- Dampness is needed for mold to grow, so if you control the dampness, you control the mold.
- Dampness or mold indoors may make housing substandard, per the California Health & Safety Code.



Beginning January 1, 2022, residential landlords shall provide this booklet to prospective residential tenants prior to entering the rental or lease agreement, in accordance with the 2001 Toxic Mold Protection Act (HSC #26148). This booklet, which explains the potential health risks and health impacts that may result from exposure to mold, was produced by the California Department of Public Health (CDPH) in 2020, in both English and Spanish versions.

⁵⁰ Hyunyoung Choi

¹²¹ Hojune Choi

¹⁹² Hyungsuk Choi

²⁶³ Youngmi Kim

³³⁴ Tasha Gray

Health Problems from Damp or Moldy Buildings

Living or working in damp or moldy buildings increases the risk of many harmful health problems, including:

- asthma attacks in people who already have asthma
- a new asthma diagnosis
- respiratory infections, such as bronchitis
- breathing symptoms, such as hay fever, sneezing, stuffy nose, sore throat, wheezing, breathing difficulty, or cough
- eczema or skin rash

Mold can affect people differently. How much a person is affected depends on how sensitive they are and on how much they are exposed. Damp or moldy buildings are linked to health problems in people even if they do not have allergies.

Signs of Dampness or Mold

Signs of dampness or mold that may cause health problems include:

- **visible mold** (regardless of color), such as on walls or ceilings, behind furniture or appliances, under carpets, or even hidden in areas not seen in the occupied areas of homes
- **mold odor**, noticed as an earthy, musty, or moldy smell
- **visible water damage**, such as water-stains or discoloration on walls or ceilings, peeling or bubbled paint, warped floors, or rotting wood
- **damp or moist materials**, including condensation on windows or walls

Any one of these signs indicates increased risks to health, and the more that any of them are present, the greater the risk of health problems. Tests that identify the types of mold or the amounts of mold in buildings are not useful in telling us about the health risks. This is why CDPH does not recommend testing for mold, such as measuring mold spores in the air.



Causes of Building Dampness that Can Allow Mold to Grow

The dampness that is necessary for indoor mold to grow can come from either inside or outside a building.

Indoor sources include:

- leaking or burst water pipes, for instance under sinks inside walls
- not enough venting to the outside by open windows or exhaust fans in places where water is used or moisture is produced (for example, bathrooms, laundry areas, kitchens, and water heaters)
- condensation (water droplets) on cold surfaces, including windows



Outdoor sources include:

- water coming in through leaky roofs or poorly-sealed windows, or from flooding
- damp, exposed dirt in crawl spaces
- outdoor surfaces that slope and drain water toward a building, including from a downspout

Fixing Dampness and Mold Problems

The California Health & Safety Code (HSC §17920.3) says that when dampness or visible mold (or certain other conditions) in a home is a hazard to the health of occupants, the home is *substandard* and the property owner must fix the conditions. The Code excludes mold that is “minor and found on surfaces that accumulate moisture as part of their properly functioning and intended use.”

CDPH recommends fixing dampness and mold problems as follows:

- identifying and correcting the source of any water that may allow mold to grow
- rapid drying or removal of damp materials
- cleaning or removing mold and moldy materials as rapidly and safely as possible

Note: if a moldy area is simply bleached, cleaned, or painted over—without fixing the source of the dampness—the mold is likely to grow again.



Renters in California

The California Health & Safety Code requires property owners to provide a rental unit that is safe and healthy for the people living in it. Prospective renters should look for obvious conditions that show dampness or mold, and also less obvious signs like water leaks under the kitchen and bathroom sinks or moldy odor in a sealed-up home. Also look for conditions likely to cause future problems, like a bathroom that has no working vent fan or no window that opens, or a clothes dryer without an outside vent.

For renters who suspect there is dampness or mold:

1. Tell the property owner or manager. Early detection and correction of the dampness and mold problems can reduce the risks to your health and prevent the problem from getting worse.
2. If your property owner will not respond to your concerns in a reasonable amount of time, contact your local (city or county) code enforcement agency and ask for a code enforcement officer to inspect for violations. Many dampness or mold problems in rental homes are the responsibility of the property owner and must be addressed by them. However, a code enforcement officer may determine that dampness or mold in a building results from a tenant's actions or inactions – for instance, not using available bathroom ventilation during showers.
3. If the local inspector determines there is a violation, they can require the property owner to correct the problem.

Additional Resources

For general information on dampness and mold and a list of local code enforcement agencies, with a focus on dampness and mold, see www.cdph.ca.gov/iaq/mold. To see an animated video series, Mold in the Home, visit www.cdph.ca.gov/mold.

Property owners must provide a rental unit that is safe and healthy for the people living in it.

Tenants must notify property owners of any dampness or mold problems.

For more information, visit CDPH website (www.cdph.ca.gov/Pages/contact_us.aspx)



LEASE ADDENDUM FOR CALIFORNIA ENVIRONMENTAL LAW FOR TRASH/WASTE/RECYCLING AND COMPOSTING

1. DWELLING UNIT DESCRIPTION.

Unit No. 236, 355 N. Wolfe Rd. #236 _____ (street address)
in Sunnyvale _____ (city), California, 94085 _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: February 28, 2025

Owner's name: GSIC II Sunnyvale Owner, LP

Residents (*list all residents*):

Hyungsuk Choi, Youngmi Kim, Hyunyoung Choi, Hojune Choi

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

New Recycling and Composting Program

Beginning January 1, 2022 (unless your local government sought an extension for implementation purposes), California Mandatory Commercial Recycling Law and Mandatory Commercial Organics Recycling Law (SB 1383) requires businesses within your city and/or county meet certain thresholds to separate recyclables from garbage and to separate organics from garbage. To comply with the new laws and to help the meet its goals and to be in compliance with the Mandatory Recycling and Composting laws, we are implementing a new recycling and composting program.

Our building typically generates approximately 60% recyclable paper, bottles and cans, 30% compostables and only 5-10% materials that actually belong in the garbage. Our goal is to make recycling and composting easy for you and increase the amount we divert from the landfill. Recycling more helps our environment by reducing energy use and pollution, and conserving natural resources.

Here is how the program will work:

Central Collection:

Containers for the collection of trash, recyclables and compostables are located in the Dumpster Areas _____, and other central areas.

Please keep your materials separate; see details below about what goes in each container. The three containers will be emptied: weekly or daily or other 2-3 times a week _____.

What Goes in Each Container?

Recyclables

All clean office paper, glass bottles and jars, aluminum foil and cans, steel/tin cans, and almost all plastics (no soft plastics like bags and wrappers) belong in the blue containers. Please empty food or liquid from recyclables before depositing in blue recycling container.

All recyclable material is sent to a material recovery facility for sorting into separate commodities, which are then sold to recyclers and made into other products.

Compostables

Most of the material that used to go in the trash, can now be composted including paper take-out containers, paper coffee cups, used napkins, used tissues, used paper towels, milk cartons, left-over food, and compostable plastics. Remember composting is not just for food scraps but also for soiled paper and paper food packaging- think coffee cups, napkins, and to-go boxes!

All compostable material is sent to a SMaRT Station Recycling, Sunnyvale, CA, 94089 [composting facility] where it is turned into compost, a nutrient for local, organic agriculture.

Garbage

Very few items actually belong in the trash. These include: **Styrofoam, candy or chip wrappers, plastic wrap, plastic bags, and aseptic packaging (juice boxes/Tetrapaks).**

Any material put in the garbage will be sent to landfill.

BUILDING RECYCLING PROCEDURES

This building has established the above procedures for handling designated trash, recyclables and compostables that apply to all residents, housekeepers, guests, subtenants, homecare workers, and other visitors:

We understand the following:

We have been given information about designated recyclable and compostable materials that must be kept separate from my trash.

We know the location of the building's recycling and composting area(s) and the procedures for discarding designated recyclables and compostables.

We understand that recycling and composting requirements apply to all residents, housekeepers, guests, subtenants, homecare workers, and other visitors.

We have received the annual education on how to properly sort organic waste into the correct bins.

SPECIAL PROVISIONS:

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(signing as agent for and on behalf of Owner)

Date of Signing Addendum

CITY OF SUNNYVALE NOTICE OF TENANT RIGHTS

Effective June 23, 2023, the City of Sunnyvale Residential Tenant Protections Program requires landlords to: (1) Provide relocation assistance to tenants for no-fault, just cause evictions, and (2) Provide tenants a written lease with minimum lease terms.

Tenant Relocation Assistance

Landlords are required to pay relocation assistance to tenants who are evicted as a result of a no-fault, just cause. The relocation assistance amount shall be equal to two times the tenant's monthly rent in effect when the landlord issued the notice to terminate. In order to qualify for relocation assistance, the tenant must have continuously and lawfully occupied the property for no less than 12 months.

No-fault, just cause evictions include the following as provided in Civil Code Section 1946.2(b)(2):

- Compliance with a government order or local ordinance requiring vacatin of the unit;
- Removal of the rental unit from the marketplace;
- Intent to demolish or substantially remodel the unit;
- Intent to occupy the residential property by the owner or their spouse, domestic partner, children, grandchildren, parents, or grandparents.

Minimum Lease Terms

- **New Leases:** Landlords must offer tenants the option to enter into a written lease which has a minimum term of one year. It is the tenant's choice whether or not to enter into such a written lease with a landlord and the tenant must accept or reject the lease term in writing. If tenant rejects the initial offers of a written lease with a minimum term of one year, the tenant and landlord may enter into a written lease with a term of fewer than 12 months. Alternatively, Landlords may offer an upfront menu of lease terms to tenants prior to lease acceptance, which shall allow the tenant the choice of the minimum number of options as follows: one (1) month, three (3) months, six (6) months and twelve (12) months.
- **Renewals of Leases:** If the tenant previously accepted a one year term written lease, landlords must follow the New Leases procedure described above. If the tenant has previously rejected such offers described above and tenant and landlord previously agreed to a written lease term of fewer than 6 months, the landlord is not required to re-offer a 12 month lease term.

Applicability

The above provisions apply to all rental housing units in the City of Sunnyvale regardless of date of certificate of occupancy, unless the unit falls into one of the following categories:

- Single-family owner-occupied residences in which the owner-occupant rents no more than two bedrooms or units, including accessory dwelling units and junior accessory dwelling units;
- Duplexes in which the owner occupies one of the units;
- Single-family homes and condominiums if both a) and b) apply:
 - a) the property is not owned by a real estate trust, corporation, or LLC with at least one corporate member, AND
 - b) the landlord notified the tenant in writing that the tenancy is not subject to the provisions specifically described in Civil Code Sections 1946.2 and 1947.12;
- Deed-restricted housing that is affordable to lower-income households.

Contact Information

Project Sentinel For Tenant/Landlord Compliance Concerns Phone: 1-800-339-6043 Email: info@housing.org Website: https://www.housing.org	City of Sunnyvale Housing Division Phone: 408-730-7250 Email: housing@sunnyvale.ca.gov Website: https://www.sunnyvale.ca.gov/homes-streets-and-property/housing
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ARBITRATION AGREEMENT

APARTMENT UNIT DESCRIPTION. Apt. No. 236, 355 N. Wolfe Rd. #236

(street address) in Sunnyvale
(city), CA (state), 94085 (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract date: February 28, 2025

Owner's name: GSIC II Sunnyvale Owner, LP

Residents (list all residents): Hyungsuk Choi, Youngmi Kim, Hyunyoung Choi, Hojune Choi

Where the terms or conditions found in this Addendum vary from the Lease, this Addendum shall control.

We agree that any and all claims between us and/or arising from or relating to this Addendum, including disputes between you and a third-party agent of us, shall be subject to binding arbitration under the Federal Arbitration Act ("FAA"). This includes but is not limited to claims based on contract, tort, equity, statute, or otherwise. This includes all claims by or against You, other Residents, Owner, and Owner's Agents. However, at the election of any party, a court of competent jurisdiction may adjudicate small claims and/or any claims for eviction or recovery of possession of the premises, but all other claims will be decided by arbitration under this Addendum. The arbitrator shall also be empowered to rule on the merits of any claim seeking the remedy of public injunctive relief. If the claimant is successful in arbitration, the claimant may seek a public injunction from a court of competent jurisdiction in the county where the relevant Apartment Community is located. A single Arbitrator shall preside over any arbitration under this Addendum and shall render a final, binding decision.

Claimant may choose the American Arbitration Association ("AAA") or JAMS to administer the arbitration. Consistent with the FAA, the Arbitrator shall determine the relevant AAA or JAMS arbitration rules. However, if claimant's arbitration would qualify as forming part of a "mass arbitration" as that term is defined in the AAA's Mass Arbitration Supplementary Rules or in JAMS's Mass Arbitration Procedures and Guidelines, then (as warranted based on claimant's choice of arbitral forum) claimant agrees that the AAA's Mass Arbitration Supplementary Rules or JAMS's Mass Arbitration Procedures and Guidelines, as effective at the time arbitration is initiated, will apply to claimant's claims. For AAA and JAMS, these rules can be found at www.adr.org and www.jamsadr.com.

Unless otherwise agreed by the parties, the arbitration shall take place in the county where the relevant Apartment Community is located.

By signing this Addendum, you are agreeing to waive any right to bring representative claims on behalf of a class of individuals or participate as a member of a class or in a class or representative action against the Owner/Landlord (the "CLASS ACTION WAIVER").

You also cannot bring any claims in arbitration on a class or representative basis. The arbitrator can decide only your and/or Owner/Landlord's individual claims.

At the time of initiating arbitration, the party seeking to initiate arbitration must provide the other party with the demand for arbitration, a copy of this executed Addendum, and a short and plain statement of the claims asserted and the relief sought. The parties hereto agree that Federal Rule of Civil Procedure 11 shall apply to the arbitration proceeding, including to the parties' counsel (if any). The parties further agree that any claims and relief sought in arbitration are neither frivolous nor brought for an improper purpose.

If twenty-five (25) or more similar claims are asserted against Owner/Landlord at or around the same time by the same or coordinated counsel or are otherwise coordinated and your claim is one such claim (a "Mass Arbitration"), you understand and agree that the resolution of your claim might be delayed. You also agree to the following "batching" process regarding the claims - i.e., twenty (20) claims shall be selected to proceed to individual arbitration proceedings as part of a first

batching process, ten (10) of which will be selected by the claimants and ten (10) of which will be selected by Owner/Landlord. The remaining claims shall not be filed or deemed filed in arbitration nor shall any arbitration fees be assessed in connection with those claims until they are selected to proceed to individual arbitration proceedings as part of the staged process described herein. If the parties are unable to resolve the remaining claims after the conclusion of the initial twenty (20) proceedings, the parties shall participate in a global mediation session before a retired state or federal court judge, for which Owner/Landlord will pay the mediator's fee. If the parties are unable to resolve the remaining claims through mediation at this time, then forty (40) claims shall be selected to proceed to individual arbitration proceedings as part of a second batching process, twenty (20) of which will be selected by the claimants and twenty (20) of which will be selected by Owner/Landlord. (If there are fewer than forty (40) claims remaining, all shall proceed.) The remaining claims shall not be filed or deemed filed in arbitration nor shall any arbitration fees be assessed in connection with those claims until they are selected to proceed to individual arbitration proceedings as part of the staged process described herein. In any batching process, a single arbitrator shall preside over each proceeding, and only one proceeding may be assigned to each arbitrator unless the parties agree otherwise. If the parties are unable to resolve the remaining claims after the conclusion of the forty (40) proceedings, the parties shall participate in another global mediation session before a retired state or federal court judge, for which Owner/Landlord will pay the mediator's fee. If the parties are unable to resolve the remaining claims in mediation at this time, this staged process shall continue with no more than one hundred (100) claims proceeding at any time in a staged order that is selected randomly or by the arbitration provider, until all the coordinated claims, including your claim(s), are adjudicated or otherwise resolved.

At any time during these Mass Arbitration proceedings, we agree to participate in a global mediation session should your counsel request it in an effort to resolve all remaining claims. Any applicable statute of limitations on your claim(s) and filing fee deadlines shall be tolled for all such Mass Arbitration claims from the time claims are selected for the first set of batching proceedings until the time your claim(s) is selected to proceed in arbitration, withdrawn, or otherwise resolved. A court of competent jurisdiction shall have authority to enforce these "Mass Arbitration" provisions and, if necessary, to enjoin the filing or prosecution of arbitration demands against Owner/Landlord. Should a court of competent jurisdiction decline to enforce these Mass Arbitration requirements, you and Owner/Landlord agree that your and our counsel shall engage in good faith and with the assistance of a Process Arbitrator to devise and implement procedures that ensure that arbitration remains efficient and cost-effective for all parties. Either party may engage with JAMS or AAA to address reductions in arbitration fees.

For the purposes of these Mass Arbitration provisions, if your lawyer or his/her/their business partner is directly or indirectly paying the arbitration fees and costs in a mass arbitration on your behalf, your lawyer must split the fees and costs charged by the arbitrator and/or arbitration provider equally with Owner/Landlord as they become due. In this situation, in the final decision, the arbitrator can divide the fees and costs of the arbitration provider and the arbitrator among the parties in amounts they see fit to ensure a fair division among the parties provided that the amount you are ordered to pay does not exceed the amount already paid by your lawyer.

With the exception of the class action waiver, this Addendum may be severed or modified if necessary to render it enforceable. If the class action waiver is deemed unenforceable, then the entire Addendum will be unenforceable.

You may opt-out of this arbitration provision by providing written notice to the Owner within thirty days of signing this Addendum.

By signing below, I affirm that I have read and understand the terms of this Addendum to the Lease.

Resident(s)
(All residents must sign)

Date of Signing Addendum

Owner or Owner's Representative

Date of Signing Addendum

Community Policies/Master Lease Addendum

1. Preface

This Master Lease Addendum contains community rules, regulations, and/or policies that are incorporated into and part of your Lease Contract. They apply to you and your occupants, guests, and invitees. Use of "we", "us", and "our" in this Addendum refers collectively to the owner of the community and the owner's authorized agents/representatives. Violation of any provision of this Addendum may result in termination of your right of possession and/or your Lease Contract. The community rules, regulations, and/or policies in this Addendum may be added to, amended or repealed at any time in accordance with your Lease Contract. This Addendum is intended to supplement your Lease Contract. To the extent there is any inconsistency between this Addendum and the Lease Contract, the provisions of the Lease Contract control.

2. No Reliance on Security Devices or Measures

You acknowledge that cameras may be installed at some or all of the gates and in various common areas throughout the community. If cameras are installed, these areas may be recorded. Cameras, if installed, are for the sole purpose of protecting our real and personal property. Such cameras are not intended to protect, monitor, provide security for, or give a sense of security to you or any occupant or guest. You acknowledge that, given the limited purpose for which cameras may be installed or used, we have no obligation to cause such cameras to be monitored. We have no obligation to preserve or make available the contents of any recordings to you or others.

3. Entry Devices

In the event your community requires an entry device, the following policies apply.

- a) **Access Card, Remote or Key Fob:** You and each occupant if you request, will receive one controlled access device of our choice. Additional devices may be available for an additional charge of \$ 25.00.
- b) **Damaged, Lost or Unreturned Cards, Remotes, or Fobs:** If a controlled access device is lost, misplaced, stolen damaged, or not returned at termination of this Agreement, a fee of \$ 25.00 will be charged for each device replacement.
- c) **Duplicate, Lost or Unreturned Keys:** A charge of \$ 25.00 will be owed for each duplicate, lost or unreturned key.
- d) **Re-keying Lock:** If you wish to have your apartment home, storage, mailbox, and/or garage lock(s) re-keyed because you have lost your key or for any other reason you agree to pay a re-keying fee of \$ 50.00 which is due prior to changing your locks.
- e) **After Hours Lock Outs:** After office hours, you must contact and pay for a locksmith if you have locked yourself out.
- f) **Lock Outs During Office Hours:** If you are locked out of your apartment home during business hours, contact us. A picture I.D. may be required to gain access to your apartment home.

4. Patios / Balconies / Private Yards

In the event your community has patios, balconies, or private yards, the following policies apply.

Items Prohibited

Combustible Materials	Flags	Furniture designed for Indoor Use
Firewood	Charcoal & Gas Grills	Bicycles hung from ceilings or walls
Unsightly or Heavy Items	Propane Tanks	Laundry
Motorcycles	Automobile Tires, Parts, Equipment	Signs

- a) **Resident Responsible for Private Yard:** In the event your apartment home has a private yard and you are responsible for maintenance of the yard, maintenance will include, but not be limited to, mowing, edging, shrub trimming, watering, debris removal, weeding, etc. You agree to maintain the landscaping in a healthy condition (free of weeds, holes, fungus/parasites, pet feces, trash, debris and consistent color in sod, etc.). If your private yard is not maintained to the community standards, we have the right to maintain it and charge our actual cost each time maintenance is required. Upon move-out, we can deduct any amounts owed for damage to the private yard which exceed ordinary wear and tear from the security deposit as allowable under the Lease Contract.
- b) **Community Landscaper Utilized for Private Yard:** In the event your apartment home has a private yard and your community landscaper maintains the private yard, there may be an additional monthly fee of \$ 50.00 required. You are still responsible for maintaining the landscaping in a healthy condition (free of weeds, holes, fungus/parasites, pet feces, trash, debris and consistent color in sod, regular watering, etc.). You agree to provide access so that routine yard management maintenance can occur. If your private yard is not maintained to the community standards, we have the right to maintain it and charge our actual cost each time maintenance is required. Upon move-out, we can deduct any amounts owed for damage to the private yard which exceed ordinary wear and tear from the security deposit paid as allowable under the Lease Contract.

5. Gardens

In the event your community has a garden for the enjoyment of all residents, the following policies apply.

- a) Unless otherwise posted, the hours are from dawn to dusk.
- b) Use at your own risk. In case of emergency, call 911.
- c) You agree to plant the garden plot within two weeks of being assigned a designated area.
- d) You agree to maintain the designated plot and to keep plants within the assigned/designated area.
- e) We encourage an organic gardening program. Use of pesticides, herbicides, and insecticides made from synthetic materials as well as use of chemical fertilizers are not advisable. Slug bait is permitted only when used in enclosed containers, which must be removed from the site after use. Use of raw human and/or animal waste is not allowed due to environmental and health concerns. Fully composted manures, such as steer and chicken manure, are allowed.
- f) No illegal plants may be grown, including but not limited to any plant listed by the state agencies and weed control board as noxious weeds.
- g) Only water your assigned garden plot.
- h) Maintain healthy plants and remove dead plants in a timely manner (not to exceed one week duration).
- i) Materials other than plants are prohibited, except items that assist in growth.
- j) All tools provided by us must remain in designated areas. We are not responsible for injuries due to the use of tools. If you need any additional tools, they are your responsibility.
- k) Debris after planting, any remaining soil, fertilizer, etc. must be swept immediately.
- l) Garden plots will expire with your lease, and may be renewed at the time of lease renewal. If you decide not to renew usage, the plot must be cleaned out and left in the original condition. Renewal is not guaranteed.
- m) We are not responsible for lost, stolen, or damaged plants or other items.
- n) Please be respectful of the neighbors who live around the gardens. No smoking, noise disturbances, or horseplay is allowed.
- o) Animals are not allowed in the garden plot areas, except assistance animals.

6. Inside or Near the Apartment Home

6.1 Windows and Doors: Any window treatment installed by you shall present a uniform appearance with the exterior of the building. The use of foil and other similar materials, on windows is strictly prohibited. You will not obstruct any windows or doors.

6.2 Welcome Mats and Heavy Items: You may place a welcome mat in front of your entry door subject to our approval. Rugs or carpet remnants are not permitted. You shall not place any unusually heavy objects on the floor of the Premises, such as pool tables, waterbeds, etc. without our prior written permission. You will not obstruct any doorways, stairs, entry passages, breezeways, courtyards, or halls of the community.

6.3 Soliciting: Soliciting is not permitted in the community. Unless allowed by law or following our prior written permission, you shall not distribute, post, or hang any signs, flyers, advertisements, or notices in any portion of the community.

6.4 Fireplace: In the event your apartment home has a fireplace, you agree to use the fireplace for the intended purpose and at your own risk. Never use flammable liquids to start fires and never burn anything other than seasoned firewood. Clean your hearth of any flammable materials. Do not attempt to clean the inside of the chimney. Report maintenance needs to us immediately. Use a mesh screen and leave glass doors open when burning fires. If applicable, open the flue/damper before lighting a fire. Close the flue/damper only when the fire is completely out, the smoke has ceased to rise, and the wood is cool. Never leave a fire unattended. Put all fires out completely before going to bed or leaving the apartment home.

6.5 Furniture, Televisions, Appliances: In the event your apartment home has furniture, televisions, and/or appliances included, you agree to maintain them in a clean condition, reasonable wear and tear excepted. Removal of these items is not allowed. Upon move-out, these items must be placed in the same location they were upon move-in. You will pay the cost to repair, replace, or clean the furniture, televisions, and/or appliances.

6.6 Wires and Personal Items Outside the Home: No radio, television other wires are permitted on any part of the apartment home. You shall not store personal items in the outside walkways, breezeways or under stairs.

7. Odors

You, your occupants, guests, and invitees acknowledge that we cannot prevent odors in and around your apartment home and community.

7.1 Resident Responsibilities: If you create odors, you shall provide proper ventilation so you do not disturb or cause inconvenience to others.

7.2 Removal of Odors: If the carpet, walls, A/C ducts, or other items in the apartment home retain odors due to your use or surrounding residents complain about the odors, you will be responsible for the cost for removing unwanted smells and odors.

8. Parking and Vehicles

In the event your community has parking for residents, the following policies apply. Guests must park in guest parking only.

- a) **Speed Limit:** Unless otherwise posted, the speed limit is ten (10) miles per hour.
- b) **Posted Signs:** You are responsible for following all posted signs including height restrictions, mounted mirrors, and traffic control devices.
- c) **Unassigned Parking:** In the event parking at your community is unassigned, you can park on a first-come, first-serve basis, except in designated areas. Parking spaces are not guaranteed.
- d) **Assigned Parking:** In the event parking at your community is assigned, you must park only in your assigned space.
- e) **Limitation of Vehicles:** We will advise you if your community has a limitation on the number of vehicles allowed.
- f) **Restricted Vehicles:** Unless specifically allowed in designated areas, including carports and/or garages, the following are not allowed: campers, trailers, boats, buses, large trucks, commercial vehicles, mobile homes, trailers, recreational vehicles and equipment. Violators will be towed away without notice at the vehicle/equipment owner's expense.
- g) **No Vehicle Repairs:** Automobile repair work is not allowed on the community. Washing vehicles is not allowed unless there is a designated car care facility.
- h) **Vehicle Insurance:** All vehicles will be parked at your own or the vehicle's owner's risk, and you will maintain proper insurance on your vehicles.
- i) **No Loitering or Recreational Activities:** You, your occupants, guests, and invitees may not engage in the following activities in parking areas: loitering (standing or waiting around), recreational activities, or disrupting the flow of traffic.
- j) Improperly parked, non-operable, abandoned, or unauthorized vehicles or equipment are not permitted in the community and may be removed by us at your expense or the expense of any other person owning same, for storage or public or private sale, at our option with no right of recourse against us. The definition of improperly parked, non-operable, abandoned, or unauthorized vehicles or equipment shall be liberally construed in our favor. In addition, but not limited to their generally accepted definitions, "improperly parked", "non-operable", "abandoned", and "unauthorized" shall also mean vehicles or equipment which: (1) Are noxious, offensive, unsightly, unpleasant or unkempt such as could reasonably affect the appearance or rental marketability of the community or such as could reasonably cause embarrassment, discomfort, annoyance, or nuisance to us or other residents; (2) Are not displaying any required hangtag, decal, or other identifier provided by us; (3) Are left unattended for a period of not less than thirty (30) days without anyone having claimed ownership of it.

9. Parking Tags/Stickers

In the event your community requires parking tags/stickers, the parking tag/sticker must be visibly displayed either on the rear-view mirror or taped next to the vehicle registration. We are not responsible for damage to tint or glass due to the sticker. The vehicle can be towed without notice at the vehicle owner's expense in accordance with state law.

- a) You agree to advise your guests and invitees to park in the designated guest parking spaces only.
- b) If your sticker/tag is lost, stolen, damaged, or not returned upon move-out, a replacement fee of \$ 10.00 will be assessed to your account.

10. Animals

10.1 Assistance Animals: Assistance animals required pursuant to a disability-related need are welcome. Assistance animals must be disclosed to and approved by us. The appropriate reasonable accommodation process will apply.

10.2 Pet Policies: No animals of any kind are permitted in your apartment or the community without our prior written consent. In the event your community allows pets, the following policies apply.

- a) **No More Than Two Pets:** A maximum of two pets per apartment home is permitted.
- b) **Weight Limits:** Pets shall not exceed your community's weight limit.
- c) **Restricted Breeds and Prohibited Dogs:** The following breeds are not permitted on the community: Rottweiler, Doberman Pinscher, Pit Bull Terrier/Staffordshire Terrier, Chow, Presa Canarios, Akita, Alaskan Malamutes, Wolf-Hybrid, or any mix thereof. Specific communities may have additional breed restrictions. In addition, we prohibit any dog with a history of biting, injuring any person or animal, or damaging property.
- d) **Determination of Breed:** Regardless of your representation as to the breed or classification of any animal, you agree that we shall make the final determination as to the breed or classification of your pet or animal in our sole and absolute discretion. Restricted Breeds shall have the broadest possible meaning, and includes, but is not limited to, any animal displaying physical traits or characteristics of any restricted breed animal, whether by observation or by standards established by the American Kennel Club, or other applicable association, or defined by any law, statute, or ordinance. If applicable, a canine DNA test may be requested at your expense.
- e) **Cats:** Cats must be spayed or neutered.
- f) **Animals Not Allowed in Amenities:** Animals, except Assistance Animals, are not permitted in the pool, pool area, or community amenity areas such as the business and fitness centers. No animals will be allowed in the pool or spa water.
- g) **No Staking Animals:** Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.
- h) **Aquariums:** Aquariums up to 20 gallons are allowed without a pet deposit or fee. Aquariums over 20 gallons may require a pet deposit or fee in addition to proof of renter's insurance.
- i) **Secure Animals During Service Requests:** Remove animals or place them in a room behind a closed door or kennel/crate with notification to us.

11. Trash Removal and Disposal

- a) **Curbside Pick Up:** In the event your community offers curbside trash pick-up, contact us for the scheduled days and times of pick-up. You agree not to leave any trash out on days that are not scheduled for pick-up. We reserve the right to remove curbside trash pick-up service upon written notice to you of the change.
- b) **No Curbside Pick Up:** In the event your community does not offer curbside trash pick-up, you shall dispose of your bagged and tied trash inside the compactor/dumpster facility as instructed by us or by the sign near the compactor/dumpster.
- c) **Trash Chutes:** In the event your community has trash chutes, contact us for the scheduled hours of operation. Securely tied, kitchen-sized bags are required. No loose items can be put in the trash chute. Do not use the chute for recycling. No boxes or large trash can be placed in the chutes. Contact us for details or questions regarding the use of the trash chutes.
- d) **Recycling:** In the event recycling is offered at your community, you are responsible for complying with all recycling regulations.
- e) **Potential Charges:** You may be charged \$25 per bag for any trash left outside your apartment home or in breezeways. Please contact us if you require further instruction regarding proper disposal of garbage with the compactors, dumpsters, or chutes.

- f) **No Litter:** Do not leave cigarette butts or other trash near or around patios/balconies, under windows, or near entry doors. We reserve the right to assess a fine of \$25 per incident.
- g) **No Furniture as Trash:** No furniture may be left for trash removal.
- h) **Dumpster Use for Residents Only:** Only you and your occupants are permitted to use the dumpster/compactor.
- i) **No Dumpster Diving:** Do not retrieve items from the dumpster. Digging or scavenging is prohibited.
- j) **General:** Please break down empty boxes. Keep the area clean and litter free. If applicable, close the lid after use.
- k) **No Parking in Front of Dumpster:** Parking in front of the dumpster/compactor is not allowed.
- l) **Prohibited Items:** You understand that you cannot place the following items in or around the trash dumpster or compactor: propane tanks, flammable or toxic materials, furniture, bedding, appliances, auto batteries, tires, and oil/petroleum products.

12. Pest Control

12.1 Extermination: Unless prohibited by statute or otherwise stated in your Lease Contract, we may have extermination operations conducted in the apartment home several times a year and as needed to prevent insect infestation. If pest control services are provided, you shall pay the amount of \$ 4.00 on or before the first day of each month to reimburse us for extermination services to the apartment home. You shall pay such fee in the same time and manner as you pay rent pursuant to your Lease Contract. You must request in writing extermination treatments in addition to those regularly provided by us.

12.2 Preparations for Extermination: If the apartment home is not prepared for a scheduled treatment date, we will reschedule treatment at your expense. You agree to perform the tasks necessary to prepare the apartment home for extermination, including:

- a) removing people sensitive to the extermination treatment from the apartment home;
- b) removing animals or placing them in bedrooms with notification to us;
- c) removing animal food bowls;
- d) removing all food, utensils, glasses, and dishes and food containers from countertops and floors;
- e) removing chain locks or other obstructions on the day of service;
- f) removing contents from shelves, cabinets, and floors where pests have been seen;
- g) cleaning all cabinets, drawers, and closets in kitchen and pantry; and
- h) refraining from wiping out cabinets after the treatment.

12.3 Notify Us of Health Issues: You are solely responsible for notifying us in writing prior to extermination of any anticipated health or other concerns related to extermination and the use of pesticides.

12.4 Your Responsibilities: To reduce the possibility of pests, you shall: (a) store all food in sealed containers; (b) not leave food or dirty dishes out; (c) empty all cans and bottles and rinse them with water; (d) immediately dispose of unused paper grocery sacks; (e) sweep and mop the kitchen regularly; (vi) vacuum carpets frequently to remove crumbs and other food particles; (f) remove trash immediately; (g) not put wet garbage in the trash; (h) use the garbage disposal if available; (i) not leave windows or doors open allowing pests to enter; and (j) comply with any instructions/protocol from the extermination company.

13. Packages / Deliveries

In the event your community accepts packages for residents we do so in our sole discretion and the following policies apply:

- a) We will only accept packages from a commercial delivery service (UPS, Federal Express, etc.) and United States Postal Service. We will not accept any package shipped COD or having postage due.
- b) In the event your community offers a package locker system, couriers will make all deliveries exclusively through the locker system. Refer to your community for the locker location name to be placed on address delivery label(s), which will instruct couriers of proper delivery.
- c) We will not be responsible or liable for any lost or stolen deliveries which we sign for or accept. While your deliveries are in our possession, both during and after office hours, your deliveries are not secured.
- d) Pick up your deliveries within 48 hours. If you do not pick up your delivery within 48 hours, we reserve the right to return to sender.
- e) Occasionally the number of deliveries may become too great or too cumbersome; therefore, we reserve the right at all times to refuse deliveries.
- f) We have no obligation to contact you when accepting packages. This is your and the deliverer's responsibility.
- g) Deliveries or service requiring entrance into your apartment home by anyone other than us will be allowed only with your prior written permission.
- h) We are not responsible for articles or parcels left at your door or in the office by delivery services.
- i) We will not be available after hours to allow you access to your deliveries. You must pick up your packages during regular office hours.
- j) You shall not have perishable goods delivered to the office unless your community has approved such delivery in advance or offers refrigerated lockers.
- k) We may not accept packages that are over 25 pounds or larger than 2'x2'x2'.
- l) You may be required to present a photo ID and/or signature when picking up a package.

14. Maintenance Emergencies

Service requests will be handled after office hours if they are emergencies. We define emergencies as the following:

- a) Electrical or gas failure of any nature
- b) Broken or non-working exterior doors, locks, windows
- c) Malfunctioning access gates that are locked and will not open
- d) No heat (when outside temperature is below 60 degrees)
- e) No air conditioning (when outside temperature is above 85 degrees)
- f) No water
- g) Overflowing toilet
- h) Flooding
- i) Broken pipes
- j) Fire (call 911 immediately)
- k) After business hours, emergency service requests can be reported by calling the office. The on-duty service technician will be notified and will respond as quickly as possible.

15. Apartment Home Transfers

When transferring to another apartment home within the community:

- a) You shall not replace or transfer your interest in the Lease Contract, or any part hereof, without our prior written consent. If you are in violation of the Lease Contract, you will not be approved for a transfer.
- b) You must sign a Transfer form.
- c) The criteria for qualifications of credit, income and employment, residence, and criminal must be met for residents that transfer within the lease term or at the end of the lease term.
- d) You must fulfill at least 3 months of your current lease term before you will be eligible to transfer to a new apartment home.
- e) If applicable, a transfer fee must be paid prior to transferring. A new security deposit may be required to secure the new apartment home. In addition, market rent, new pet deposit/fees (if applicable) and other applicable fees must be paid.
- f) You are required to provide a written move-out notice according to your Lease Contract from the current apartment home. The vacated apartment home must be left in the condition described in the move-out cleaning instructions. We will inspect the apartment home and forward statements and deposit refunds to your new address.
- g) If you cancel the transfer after the new apartment home has been assigned and taken off the market, you will be responsible for any economic loss sustained resulting from your failure to rent the new apartment home.
- h) You shall be responsible for all moving costs including those associated with switching utilities and services to the new apartment home if a transfer is approved.

16. Amenities / Facilities

<i>Swimming Pool</i>	<i>BBQ Grill/Fire Pit</i>	<i>Spa or Hot Tub</i>	<i>Club Room</i>	<i>Dog Park/Spa</i>
<i>Sports Court</i>	<i>Car Cleaning Facility</i>	<i>Game Room/Theater</i>	<i>Laundry Room</i>	
<i>Tanning Facilities</i>	<i>Sauna</i>	<i>Business Center</i>	<i>Fitness Facilities</i>	
<i>Video Library</i>	<i>Nature/Hiking Trail</i>	<i>Playground</i>	<i>Roof Top Deck</i>	

In the event that your community hosts any of the above or other amenities, the following apply:

- In an emergency, call 911
- Attendants are not provided
- Use amenities at your own risk
- Comply with posted signs
- Use equipment in the manner it is intended
- Do not destroy any equipment/amenity
- Report any equipment needing repair or vandalism
- Do not remove any equipment
- Wear appropriate attire
- Be mindful of others when using amenities and limit time as necessary
- Only two guests are allowed and must be accompanied by you
- We are not responsible for accidents, injuries, or lost, stolen, damaged, or misplaced items
- You agree to hold us harmless from any and all claims, damages, or expenses related to the use of amenities

17. Amenity / Facility Safety-Related Restrictions

17.1 Safety-Related Restrictions: Our community contains amenities/facilities that are intended to enhance the living experience for you and your occupants. You agree that, for safety-related reasons, certain amenities/facilities may require restrictions on use. You agree to abide by posted signs. You further agree that you, your occupants or guests will be supervised, as needed, by someone possessing the proper skills to supervise the particular activity at the amenities/facilities.

17.2 Residents Shall Exercise Their Own Prudent Judgment: You, occupants and guests are advised to exercise their own prudent judgment with respect to the unsupervised use of the facilities located throughout the community. By establishing safety-related use restrictions, we are not in any manner representing, guaranteeing or ensuring the safety of any persons when participating in the activities or using the facilities of the community with or without supervision.

18. Swimming Pool and Spa / Hot Tub

In the event your community has a pool and/or hot tub for the enjoyment of all residents, the following policies apply. Please follow posted signage.

- a) We do not provide, at any time, safety or supervisory personnel at the pools, hot tubs, spas, or any other common area. LIFEGUARDS ARE NOT PROVIDED. SWIM AT YOUR OWN RISK. FOR YOUR SAFETY, DO NOT SWIM ALONE.
- b) No diving. Diving may result in injury or death.
- c) We cannot and do not assure, guarantee or warrant your safety.
- d) Assistance animals are allowed in the pool area if necessary due to a disability-related need; however, no animals will be allowed in the pool or spa water.
- e) We are not responsible for accidents, injuries, or lost, stolen, damaged or misplaced items.
- f) No jumping into the pool from balconies, patios, fountains, or other structures near the pool.
- g) Keep gates closed at all times.
- h) Respect others by covering pool furniture with a towel. Do not remove pool furniture from pool areas. Dispose of trash properly.
- i) Overexposure to hot water may cause dizziness, nausea, and fainting. Hot water exposure limitations vary from person to person.
- j) Check the hot tub temperature before entering the hot tub. Do not use the hot tub if the temperature is above 104 degrees. Do not operate the hot tub if the suction outlet cover is missing, broken, or loose.
- k) Do not place electrical appliances (telephone, radio, TV, etc.) within five feet of the pool or hot tub.
- l) Appropriate swimwear is required at all times as determined by us. Diapers are not allowed unless they are swim diapers.
- m) You are limited to 2 guests to any pool/hot tub area, and you must accompany your guests at all times.

19. Sports Courts (Tennis, Volleyball, Basketball, etc.)

In the event your community has sports courts (tennis, volleyball, basketball, etc.) for the enjoyment of all residents, the following policies apply.

- a) Motorcycles, bicycles, tricycles, roller blades, skateboards and skates are not permitted on the court surface.
- b) Do not sit or lean on the net. Do not hang from or climb on the goal or nets.
- c) Proper athletic shoes with rubber soles are required.

20. Club Room / Game Room / Theater

In the event that your community provides a club room, game room, and/or theater for the enjoyment of all residents, the following policies apply.

- a) No wet clothing permitted.
- b) Clubroom hours are determined by us.
- c) All items must be returned, in the condition in which they were received prior to leaving.
- d) Use the facility at your own risk. Use the equipment only in the manner intended by manufacturer.
- e) Do not remove or damage equipment and supplies.

21. Tanning Bed, Tanning Dome, or Spray Tan Booth

In the event a tanning device(s) is provided for the enjoyment of all residents, the following policies apply:

- a) Failure to use the eye protection may result in permanent damage to your eyes.
- b) Overexposure to ultraviolet light (whether from natural or artificial sources) causes burns.
- c) Repeated exposure to ultraviolet light (whether from natural or artificial sources) may result in premature aging of the skin and skin cancer.
- d) Abnormal skin sensitivity or burning may be caused by reactions of ultraviolet light to certain food, cosmetics, and medications.

22. Video / DVD Library

In the event your community provides a video/DVD library, the following policies apply.

- a) You acknowledge and agree to be fully responsible for any and all videos/DVDs borrowed by self or other occupants while using the video services provided.
- b) All videos/DVDs must be returned in good working condition (except reasonable wear and tear) within 48 hours.
- c) We are not responsible for persons borrowing videos/DVDs that may not be suitable for themselves or others.
- d) We may charge your account the total amount owed including late charges and/or market value of all items not returned in good working condition.

23. Business / Computer Center

In the event your community has a business center for the enjoyment of all residents, the following policies apply:

- a) The center is for use by you and occupants only.
- b) We are not responsible for lost, stolen or damaged items, content viewed, viruses or loss of information.

- c) Smoking, food and drinks are prohibited.
- d) Please be considerate of others. Limit computer use to 30 minutes when others are waiting.
- e) You must provide their own document/data storage. Do not install or download any program, file or software on the business center equipment. Data created, stored or saved on the business center equipment will not be private, may be used by us for any purpose and will likely be deleted. *Incoming faxes are prohibited.*
- f) We reserve the right to monitor, intercept, review, and erase, without further notice, all content created on, transmitted to, received or printed from, or stored or recorded on the courtesy devices.
- g) Users should not use the courtesy device to transmit or store personal information, including user names, passwords, addresses, driver's license numbers, social security numbers, bank information, or credit card information.
- h) The courtesy device and associated access to the internet may not be used to (a) violate United States, state, or foreign laws; (b) transmit or receive material that is threatening, obscene, harassing, discriminatory, defamatory, illicit, or pornographic; or (c) interfere with or disrupt network users, services, or equipment.
- i) Attempts to remove equipment from the business center will engage the alarm system.
- j) Users may not alter or damage existing hardware or software. Do not modify screensavers or background images on business center equipment.
- k) Violation of any or all of the above stated rules may result in termination of business center use or other remedies under the lease.

24. Barbecue Grill / Outdoor Kitchen / Fire Pit / Fire Place

In the event your community has barbecue grills, outdoor kitchens, fire pits, or fire places for the enjoyment of all residents, the following policies apply.

- a) Barbecue grill instructions may be posted at each location or are available from us. Please contact us before attempting to use these grills.
- b) Keep pets and persons requiring supervision away from open flames.
- c) Your community may require a deposit or fee to use the facility. Contact us for further details.
- d) Never leave a fire unattended. Do not leave until the fire is completely out.
- e) Keep flammable materials away from the fire.

25. Laundry Room

In the event your community has laundry rooms, the following policies apply.

- a) Use appropriate settings on washers and dryers. Any loss or damage to clothing is not our responsibility.
- b) No dying of clothes is permitted.
- c) Do not wash or dry oversized items.
- d) Remove lint from dryer before and after each use. Wipe down after use. Please leave machines clean.
- e) Facilities are for use by you and occupants only.

26. Dog Park/Spa

In the event your community has a Dog Park or Spa for the enjoyment of all residents, the following policies apply.

- a) Animal owners are responsible for their animal's behavior, for damage or injury inflicted to or by their animal(s). Animal owners must remain with dogs in fenced area at all times.
- b) You are limited to 2 animals per person in the Dog Park or Spa
- c) Dogs must be leashed when entering and exiting the park and must be leashed in the transition corridor, if applicable. You must have a visible leash for each dog at all times.
- d) Animals with a known history of dangerous or aggressive behavior are prohibited. Immediately leash your dog(s) and leave the Dog Park if your dog behaves aggressively.
- e) Puppies under 6 months of age and female dogs in heat are not allowed in the Dog Park.

27. Roof Top Deck

In the event your community has a roof top deck for the enjoyment of all residents, the following policies apply.

- a) You, your occupants and guests shall not walk in any areas on the roof other than the designated walkway and roof top deck itself.
- b) Nothing shall be thrown or intentionally dropped over the edge of the roof. You, upon the first infraction of this policy by you, your occupants or guests, may have use privileges revoked and/or residency terminated.

28. Photographs, Digital Images, Video

All residents, occupants, visitors and guests, while in common areas, give Owner, management company, their employees, agents, subsidiaries and authorized vendors the right to record their image and/or voice, and grant Owner and management company all rights to use these sound, still, or moving images in any and all media, now or hereafter known, and for any purpose whatsoever.

A release to Owner, management company, their employees, agents, subsidiaries and authorized vendors is granted for all rights to exhibit this work in all media, including electronic form, publicly or privately. The rights, claims or interest controlling the use of identity or likeness in the sound, still or moving images is waived and any uses described herein may be made without compensation or consideration.

29. Wildlife

29.1 Definition of Wildlife: Wildlife can include the presence of alligators, bears, crocodiles, snakes, opossums, raccoons, or other non-domesticated animals. In the event wildlife is found on the community, you agree to the following.

29.2 Resident Acknowledgements: You assume the risk with respect to having wildlife near your apartment home and acknowledge that we are not liable for any injuries, damages or losses to persons or property caused by or related to the wildlife.

29.3 Resident Responsibilities: You will be responsible for informing occupants, guests and invitees about the wildlife and enforcing their compliance with the following:

- You, your occupants and guests will not:
- a) feed, get close to, or attempt to catch the wildlife;
 - b) swim, wade or play near the wildlife;
 - c) dispose of garbage or scraps near a water source, pond, lake, or other area that may contain wildlife.

30. Body of Water (Lake, Pond, Water Features)

You will be responsible for informing occupants, guests and invitees about the bodies of water and enforcing their compliance with the following:

No one will

- a) swim or wade in any body of water that is not designated as a swimming pool;
- b) boat on any body of water unless approved by us;
- c) ice skate or conduct any other type of water sport in or on the bodies of water.

31. Elevators

In the event your community has an elevator (s) for the enjoyment of all residents, the following policies apply.

- a) Do not attempt to maneuver or stop closing doors. Wait for the next elevator car.
- b) In the event of a fire or other situation that could lead to a disruption in electrical services, take the stairs.
- c) When entering and exiting the elevator, watch your step as the elevator car may not be perfectly level with the floor.
- d) Do not climb out of a stalled elevator. Use the alarm, help, or telephone button to call for assistance.

32. Construction or Renovation

In the event your community is under construction or renovation, the following policies apply:

- a) **Inform Occupants and Guests:** You will be responsible for informing occupants, guests, and invitees about these policies.
- b) **Stay Away from Construction Areas:** You agree to observe all warning signs and blockades. You agree to stay away from the construction areas and shall not climb on or enter onto scaffolding or other construction equipment at any time. You acknowledge there may be construction debris, trip hazards, and uneven surfaces. Construction crews may work throughout the days to complete construction.
- c) **Machinery and Equipment:** You acknowledge the construction areas will have machinery and equipment to be used by authorized personnel only and entry into those areas by you, your occupants, guests or invitees is strictly prohibited.
- d) **Minor Disturbances:** You acknowledges that the construction/renovation may cause noise, dust, and minor disturbances to the egress/ingress on or about the community and minor disturbances to the quiet and enjoyment of the apartment home.
- e) **Amenities May Be Unavailable:** You further agree that the amenities, including the clubhouse, pool, or other common areas, may be unavailable for use by you, your occupants, guests and invitees during the period of construction.
- f) **Resident Waives Right to Withhold Rent:** Except as otherwise prohibited by law, you hereby waive any right to withhold rent due to inconvenience or disturbance of quiet enjoyment of your apartment home or the inability to use the amenities or common areas or put forward such noise or construction activity as a breach of our duty pursuant to applicable law.
- g) **Move-In Date Not Guaranteed Due to Construction Delays:** You acknowledge that the move-in date cannot be guaranteed in the case of unforeseen construction delays. You acknowledge that you will not be compensated for any unforeseen occupancy delays. If you terminate the Lease Contract early for any reason other than construction delays, you will be responsible for all applicable early termination charges and procedures.

33. Prevention of Mold

You agree not to conduct any mold or other environmental testing of your apartment without giving us at least 72 hours advance written notice to enable us to have a representative present during testing. You agree that failure to provide such notice means the testing is not admissible in any legal proceedings.

34. Fire/Freezing Weather/Floods/Other Emergencies

Emergency situations may occur during your residency. Please remember that you are responsible for your own safety and the safety of your occupants, guests and invitees. You should look to the proper authorities for any assistance when needs exceed your abilities. Please note the following regarding certain emergency situations.

34.1 Fire Hazards:

- a) Follow fire safety and fire safety regulations while in the apartment home and community.
- b) No flammable or combustible objects/substances are to be stored on patios, balconies, under stairwells, in your garage or storage space and should not be within 30 inches of an item which produces heat (water heater, furnace, stove, oven, candle, curling iron, etc.).
- c) Items which require an open flame to operate or which produce heat (e.g., Bunsen burners, sterno/canned heat, lighted candles, alcohol burners, heating elements, irons, curling irons, halogen bulbs, stove, oven) must be supervised at all times during use and should never be left unattended.
- d) Do not obstruct or use the driveways, sidewalks, entry passages, stairs, breezeways, courtyards, or halls for any purpose other than ingress or egress.
- e) Fireworks are prohibited inside the apartment home or anywhere within the community.

34.2 Fire Alarms: In the event residents are given procedures for fire alarms, you, your occupants, guests and invitees are required to adhere to all procedures.

- a) You and your occupants, guests, and invitees must not tamper with, interfere with, or damage any alarm equipment and/or installation.
- b) In the event the community has a fire sprinkler system, you acknowledge and hereby agree that it is important to be careful near fire sprinkler heads so as not to falsely trigger or activate them. If you trigger or activate the fire sprinkler system, you will be responsible for all damages caused by the activation.
- c) Anyone found to falsely pull a fire alarm will be subject to criminal charges, a fine, and/or a default of the Lease Contract.
- d) An extension cord must be UL approved, 16 gauges, and not exceed an un-spliced length of six feet with a polarized plug and a single outlet; it may not be placed under floor coverings or furnishings and may not be secured by penetrating the insulation.

34.3 Freezing Weather: You shall follow these precautions when subfreezing weather occurs.

- a) Leave the heat on 24 hours a day at a temperature setting of no less than 55 degrees. Keep all windows closed.
- b) Leave open the cabinet doors under the kitchen sink and bathroom sink to allow heat to get to the plumbing.
- c) Drip all your water faucets 24 hours a day. If severe subfreezing weather occurs, it may be necessary to run your faucets at a steady, pencil-lead stream when you are in the apartment home and when you are gone. This includes hot and cold water in your kitchen, bathroom lavatories, bathtubs, shower, wet bar sinks, etc.
- d) Leave all drains open and clear of obstacles; including lavatories, sinks and bathtubs.
- e) If you notice a water leak, icy spot or other hazardous condition on the community, notify us IMMEDIATELY.

34.4 Floods:

- a) If heavy rain, storms or flooding is forecast, you should follow the guidelines below. Do not put tape on the windows unless directed by us.
- b) Unplug all appliances and televisions. Do not plug appliances back in until the water completely recedes and community personnel give you permission.

35. Power Outage

In the event of a power outage that lasts more than 24 hours, we have the right, but not an obligation, to dispose of the contents of the refrigerator/freezer in your apartment home. You waive any claim and hold us harmless for the disposal of such contents. You agree not to seek recovery against us for interruption of power that results in disposal, loss, or spoilage of refrigerated or frozen food.

36. Payments

Unless otherwise allowed at your community, we only accept electronic payments. Cash, paper checks, paper money orders or other forms of payment will not be accepted. Credit and Debit Card transactions may not be allowed.

36.1 ACH, Credit, and Debit Cards: Automated electronic payments include ACH and Credit and Debit Card transactions. ACH refers to the nationwide network of banking institutions that have agreed to process electronic payments automatically from your bank account to our bank accounts. Virtually all banks and credit unions participate. Credit and debit card transactions refers to credit and debit card transactions, including those cards bearing the Visa, MasterCard, Discover and American Express logos. Collectively, "automated electronic payments" are paperless transactions that occur instantly and automatically without a check being hand-processed through a local bank clearinghouse or the Federal Reserve System.

36.2 Advantages in Paying Rent via ACH: There are advantages for you in paying your rent via automated electronic payments, including:

- a) Greater convenience since you won't have to worry each month with writing, mailing or delivering a rent check;
- b) No late charges since your rent will be paid timely, assuming there are sufficient funds in your checking account;
- c) Greater security since there is little chance that a check signed by you will fall into the wrong hands or get lost in the mail; and
- d) Proof that you've paid since your bank statement is evidence of payment according to ACH and card network rules.

36.3 Electronic Money Orders: We also accept electronic money orders. Details on this payment option are available at the office.

36.4 Check Scanner: If your community accepts paper checks and uses a check scanner, you are hereby advised that personal checks remitted for normal payments will be scanned and the funds will be electronically withdrawn from your bank account via "Automated Clearing House" (ACH). If you wish to opt out of this process, you must choose another payment method. Standard ACH bank drafts occur after one business day.

36.5 Electronic Check Conversion: If your community accepts paper checks, please be aware that we may use electronic check conversion. This is a process in which your check is used as a source of information (for the check number, your account number, and the number that identifies your financial institution). The information is then used to make a one-time electronic payment from your account (an electronic fund transfer). The check itself is not the method of payment. Your electronic transaction may be processed faster than a check. Be sure you have enough money in your account at

the time you make a purchase or payment. Your financial institution will not return any checks that are converted, even if you normally receive your original checks or images of those checks with your statement. Always review your regular account statement from your financial institution. You should immediately contact your financial institution if you see a problem. You have only 60 days (from the date your statement was sent) to tell the financial institution about a problem. Depending on the circumstances, the financial institution may take up to 45 days from the time you notify it to complete its investigation. Your checking account statement will contain information about your payment, including the date, the check number, the name of the person or company you have paid, and the amount of the payment.

37. Data and Communication

You understand and accept that we may collect, retain, use, transfer, and disclose personal information, such as the first name, last name, email address, and phone number of you or your occupants in the unit. We may collect, retain, and use that information, or disclose that information to third parties to, among other things, (a) operate the Property; (b) provide services consistent with the Lease; (c) refer you to third parties that provide products or services that may be of interest to you or your occupants in the unit; (d) collect debts; and (e) conduct and analyze resident surveys. Please review the privacy policy of the owner's authorized agent at the time of residence for a discussion of the treatment of information during your lease. The current policy may be viewed at <https://www.greystar.com/privacy>.

Providing an email address or cell phone number to us enables us to send important announcements, including notices regarding an emergency water shut off, work to be done at the Property, or changes in office hours. By providing this contact information, you and your occupants consent to receive communications regarding marketing materials, promotional offers, community messages, and service reminders via e-mail, voicemail, calls and/or text.

By providing your and your occupants' phone numbers, you acknowledge and agree that we may contact you and your occupants at the phone number(s) that you and your occupants have provided, including through an automatic telephone dialing system and/or an artificial prerecorded voice, with information and notifications about the community and for other non-marketing, informational purposes, including in connection with expiration of your lease. You further warrant to us that you or your occupants are the subscriber for any wireless number that you or your occupants have provided. You agree to immediately notify us if you or your occupants are no longer the subscriber for a wireless number, or if a wireless number changes. Text messaging and data rates may apply.

You authorize us to deliver messages regarding renewal of your lease and other offers to you at the telephone number(s) that you have provided, including through the use of an automatic telephone dialing system and/or artificial or prerecorded voice. You acknowledge and agree that this authorization is made voluntarily.

The permissions and consents granted herein apply to the owner of the community and the owner's authorized agents/representatives, including its property manager, and will continue even after your lease expires, the owner of the community sells the community, or the property manager no longer manages the community.

38. Subletting and Replacements

38.1 When Allowed: Replacing a resident, subletting, assigning, or licensing a resident's rights are allowed only when we consent in writing. Residency at your community is subject to an application and/or approval by us. Occupancy is restricted to only the named residents and occupants that are identified in your Lease Contract.

38.2 Advertising Your Apartment: You are not allowed to advertise your apartment homes(s) without our written consent. This prohibition on advertising includes online postings, print advertising or other formats such as craigslist, Airbnb, etc.

39. Conduct

You agree to communicate and conduct yourself at all times in a lawful, courteous, and reasonable manner when interacting with us; our employees, agents, independent contractors, and vendors; other residents, occupants, guests or invitees; or any other person in the community. Any acts of unlawful, discourteous, or unreasonable communication or conduct by you or your occupants, guests or invitees, shall be a material breach of this Agreement and will entitle us to exercise all of our rights and remedies for default.

You agree not to engage in any abusive behavior, either verbal or physical, or any form of intimidation or aggression directed at us; our employees, agents, independent contractors, and vendors; other residents, occupants, guests or invitees; or any other person in the community. Any acts of abusive or offensive behavior whether verbal or physical by you or your occupants, guests or invitees, shall be a material breach of this Lease and will entitle us to exercise all of our rights and remedies for default.

If requested by us, you agree to conduct all further business with us in writing.

40. Special Provisions

The following special provision will become a part of this Addendum and will supersede any conflicting provision of this printed Addendum and/or the Lease.

The amounts listed for Trash Clean Up and Litter Fines in this addendum are not applicable and do not apply.

Summary	
Section and Description	Charge
Additional Controlled Access Device	\$ 25.00
Damaged/Lost/Unreturned Cards/Remotes/Fobs (per device)	\$ 25.00
Duplicate/Lost/Unreturned Key	\$ 25.00
Re-keying Lock	\$ 50.00
Private Yard Maintenance Fine	\$ 50.00
Lost/Stolen/Unreturned Parking Tag/Sticker (per item)	\$ 10.00
Trash Clean-up (per bag)	\$ 25
Litter Fine (per incident)	\$ 25
Pest Control Monthly Fee	\$ 4.00

This is a binding document. Read carefully before signing.

Resident(s) Signature(s) (18 years of age and over)

Date:

Date:

Date:

Date:

Date:

Owner's Representative Signature:

VALET WASTE RESIDENT LEASE ADDENDUM

Valet trash service will be provided for each resident 5 nights per week (no pick-up Friday-Saturday, no holidays, or holidays). The cost for trash collection is \$27.00 per month in addition to your monthly rent and is not included in the monthly base rent of the Apartment Lease Contract. A container will be provided to each resident and must be used in conjunction with the valet service.

Containers with bagged trash should be placed outside front door only between the hours of 5pm-8pm. Service will begin at 8:00PM. All trash must be in bags and securely tied. Bags must be placed inside the container. No trash will be collected without the use of the container. No loose trash will be collected. All boxes must be broken down and flattened.

After collection, residents are required to bring containers inside by **9:00am** the following morning. Containers are the property of the community. It is the responsibility of each resident to keep his or her container clean. There will be a \$50.00 charge to the resident if an additional or replacement container is needed, or if container is not left in the apartment at move-out.

If any resident misses service on any of the designated nights, it is their responsibility to bring trash to the designated compactor or dumpster area or keep the trash inside his or her apartment until the next collection evening. **Containers/trash may NOT be left out for any reason during non-designated times.** If not complied with, resident will receive a warning. If after the first warning the resident is again in violation, his or her container will be removed and/or a fine of \$25.00 per bag will be issued. Containers may be returned after a return fee of \$25 is paid and with the resident's thorough understanding of the procedures for the service. If this problem continues beyond that, valet service for that resident will be terminated and disposing of trash will become the resident's responsibility.

By signing this addendum you are stating that you are fully aware of the rules for the valet trash service and the penalties that may be incurred.

Resident(s) Signature(s)

Date: _____

Date: _____

Date: _____

Date: _____

Apartment Number: 236

Owner's Representative Signature:

Title: _____ Date: _____

Title: _____

- Newspapers and inserts
- Paper boxes (cereal, tissue, etc.; remove inserts)
- Office paper
- Non-metallic gift wrap and greeting cards
- Cardboard (small pieces OK, see details below in cardboard section)

- Metal cans
- Plastic bottles and tubs*
(such as shampoo, detergent, yogurt)
- Milk, soup and juice cartons*
- Clean foil OK

*Rinse containers,
remove and recycle
lids.

Garbage

Place these items in your split garbage cart or garbage bin

- Frozen food boxes
- Clam shells/hinged plastic containers
- Black plastic (bowls, plates, nursery pots, etc.)
- Hot and cold cups (including cup lids and straws)
- Egg cartons (paper, plastic or foam)
- Foam – peanuts, packaging or food trays
- Plastic wrap and packaging
- Hard plastic toys and buckets
- Takeout containers (paper, plastic or foam)
- Ceramics, glassware, window glass, mirrors
- Plastic bags – recycle at grocery stores. Search [How to get rid of anything](#) at Sunnyvale.ca.gov for retailer list

Food Scraps

Use a clear plastic bag* to place these items in your split food scraps cart or food-only bin/cart

- Fruit and vegetable scraps
- Shells, peels, pits and bones
- Tea bags, coffee filters/grounds
- Cheese, dairy products
- Spoiled, moldy or freezer burned food
- Pet food (no pet waste)
- Cooled cooking oil or grease



*Compostable or paper bags ok. No black or opaque bags.

All multi-family homes can now recycle food scraps at their complex! 

If you need a countertop or mini pail, pick one up at Utilities Customer Service (650 W. Olive Ave.) or the SMaRT Station (301 Carl Rd.).

For more information go to Sunnyvale.ca.gov and search [FoodCycle](#).

	 Single Family Homes	 Apartments or Condos
Cardboard	Flatten all boxes first. Small pieces go in split recycling cart. Tie or tape large pieces and place next to cart.	Flatten all boxes first. Place inside garbage bin or in designated cardboard bin.
Batteries	Tape positive (+) ends, place in plastic zip locked bag on top of recycling cart.	Bring to SMaRT Station or drop off at retail locations. Search Batteries at HHW.org for list of retailers.
Motor Oil/Filters	Place used motor oil in gallon jug next to cart and filters in zip locked bag on top of recycling cart.	Bring to SMaRT Station.
Cooking Oil/Grease	Pour cooled oil and grease in zip locked bags into food side of split cart. Pour large quantities into a clear plastic jug with a screw-top lid and place curbside next to your cart on collection day. Limit two jugs per household.	Pour cooled oil and grease in zip locked bags then place in food scraps cart/bin at your complex. Bring large quantities in container with screw-top lid to the SMaRT Station for recycling. Limit two jugs per household.

Single Family Homes – Got Extra Garbage?

 **Have extra garbage?** Purchase an extra garbage bag tag for \$6. Go to Sunnyvale.ca.gov and search [Extra Garbage](#) for locations.

 **On-Call Collection:** curbside collection of up to two bulky items and two cubic yards of extra trash. Maximum two appointments per year. To make an appointment, go to Sunnyvale.ca.gov and search [Extra Garbage](#) or call 408-730-7400.

Contact Us

Utilities Customer Service

408-730-7400

- Start, stop or change garbage or recycling services
- Broken carts

Recycling Program

408-730-7262

- Questions about recycling or food scraps programs

Specialty Solid Waste & Recycling

408-565-9900

SSWR.com

- Missed pick-ups for garbage and recycling



Sunnyvale



Moving?

Moving is a perfect opportunity to sort through and organize your stuff. Use this moving guide to help manage your move, find new homes for reusable items, and recycle or safely dispose of items that cannot be recycled or disposed of where you live.

Someone, Somewhere Can Use Your Stuff

Consider selling, donating or recycling outgrown clothing and shoes, toys and games, electronics, furniture, bedding and household goods rather than throwing them away. If your community offers a bulletin board, post items you want to sell or donate and share with neighbors.

SELL

Onsite or Online

Check with your property owner or manager about hosting a garage sale, or use online personal marketing sites such as: **Nextdoor**, **Craigslist**, **eBay**, **Amazon** or **Facebook**.

DONATE

Neighborhood resources such as **Freecycle.org** (enter "Sunnyvale, CA"), and **TrashNothing.com** are sites where you can "Offer" or donate items locally. Check sites such as Nextdoor for local organizations accepting donations.

RECYCLE

Everything You Can

Visit **How to Get Rid of Anything at Sunnyvale.ca.gov**, or call 408-730-7262 to learn how to recycle items not accepted in onsite carts. Look for the **Environmental Events Calendar** to take advantage of scheduled disposal events.

Do not abandon items in waste areas or place hazardous materials in garbage bins or recycling carts.



Sunnyvale

Sunnyvale.ca.gov 408-730-7262

Common Household Items Residents Can Recycle and Safely Dispose

ITEM	WHERE TO DROP OFF, RECYCLE OR DISPOSE
Clothing, Shoes, Accessories	SMaRT Station Recycling Center* — Clothing donation boxes.
Cooking oil, Motor oil, Antifreeze	SMaRT Station Recycling Center — Leave with attendant.
Electronics, Cell phones, Small appliances	SMaRT Station Recycling Center — Green box drop off.
Empty gas cylinders - one-pound only	SMaRT Station Recycling Center — Cylinder drop-off bin, three per customer max.
Furniture, Large items	SMaRT Station Self-Haul Disposal — Dumping area, fees apply.
Hazardous Waste – including Chemicals and Cleaners	Hazardous Waste Drop-off Event — For an appointment, call 408-299-7300, or visit HHW.org
Household and Automotive batteries	SMaRT Station Recycling Center — Tape positive ends, place in zip-locked bag.
Large appliances	SMaRT Station Self-Haul Disposal — Dumping area, fees apply.
Mattresses	SMaRT Station Self-Haul Disposal — No fees.
Plastic toys, Crates, Storage bins	SMaRT Station Self-Haul Disposal — Dumping area, fees apply.
Plastic bags, Bubble wrap, Plastic film	Bins for recycling plastic bags are located outside local grocery stores. Search for How to Get Rid of Anything at Sunnyvale.ca.gov for a list of participating stores.
Pharmaceuticals, Medications	Sunnyvale Fire Stations — Drop off anytime.

*SMaRT Station is located at 301 Carl Road, Sunnyvale, (408) 752-8530, Open daily 8 a.m. – 5 p.m.
Closed Thanksgiving Day, December 25, and January 1.

Packing Materials

Save newspapers to wrap and pack your belongings, recycle paper when you unpack at your new home. To help reduce moving costs, post a request for boxes on your community bulletin board. As part of U-Haul's waste reduction efforts, U-Haul's Box Exchange Program helps customers sell, give away, or find boxes and moving supplies.

For more information, search How to Get Rid of Anything at Sunnyvale.ca.gov.



Sunnyvale

408-730-7262

**LEASE ADDENDUM
PERSONAL LIABILITY INSURANCE REQUIRED**

In this document, the terms "you" and "your" refer to all residents signing below; the terms "we," "us," and "our" refer to the Owner or Owner's representative named in the Lease Contract (not to the Community Manager or anyone else).

1. **Addendum.** This Addendum is incorporated into the Lease (referred to in this addendum as "Lease Contract" or "Lease" dated 02/28/2025 between GSIC II Sunnyvale Owner, LP

(the "Owner") and Hyungsuk Choi, Youngmi Kim, Hyunyoung Choi, Hojune Choi

(the "Resident") for the premises located at #236, 355 N. Wolfe Rd. #236

2. **Insurance Acknowledgment.** You acknowledge that we do not maintain insurance to protect you against personal injury, loss or damage to your personal property or to cover your own liability for injury, loss or damage you (or your occupants or guests) may cause others. You also acknowledge that you may be responsible to others (including us) for the full cost of any injury, loss or damage caused by your negligent actions or the negligent actions of your occupants or guests, including but not limited to damage caused by fire, smoke, explosion or water damage liability.

3. **Required Renters Insurance Policy.** You are required to purchase and maintain a renter's personal liability insurance policy which provides limits of liability to third parties in an amount not less than \$ 100000.00 per occurrence through an insurance company or insurance agent authorized to issue insurance in this state. Proof of coverage must be submitted for all leaseholders. Such insurance policies are often referred to as "renter's insurance policies" or "liability-only insurance policies." Most renter's insurance policies contain personal liability coverage and also personal property coverage for your own property. You are only required to have personal liability insurance, however we highly recommend that you obtain coverage for your personal property too. Personal property coverage protects your property in the event of theft, fire or weather-related loss to your property. The required personal liability insurance policy must cover all residents in your unit. The policy must identify Insurance Tracking, P.O. Box 100513, Florence, SC 29502

as a "Party of Interest" or "Interested Party" where the "Party of Interest" or "Interested Party" must be notified within ten (10) days after your insurance company or agent renews, cancels or non-renews your policy. When insurance providers are paperless and only submit communications electronically, they are required to submit policy documents to greystar@assurant.com. Failure to include Insurance Tracking as the "Party of Interest" or "Interested Party" with the above-listed address and/or greystar@assurant.com will constitute a breach of this Lease.

4. **Insurance Election.** If you choose not to purchase insurance through the carrier of your choice or are unable to secure satisfactory personal liability insurance coverage, you have the option to obtain insurance coverage under an insurance program issued by an insurance carrier we have partnered with. As a resident of this property, you automatically qualify for this coverage with our preferred insurance provider with no underwriting or lengthy application. Participation in this program allows you to conveniently pay the insurance charges with your monthly rent. Following your execution of this Lease, you will be sent a link via email or text message to an online insurance portal where you must either enroll in the insurance program offered by our preferred insurance provider or upload proof of insurance if you already have insurance or if you decide to

purchase the insurance through a carrier or agency other than our preferred insurance provider.

If you choose to participate in this preferred insurance provider's program, you agree that you will be charged monthly with your rent for the amount of insurance premium paid to the insurance company, which amount is subject to change with notice, but shall not exceed the state approved rate for the insurance. The current rate is \$ 14.50 per month. This amount covers the costs of securing personal liability coverage in an amount of \$ 100000.00 and personal property coverage in an amount of \$ 10000.00. The insurance company will issue a certificate of insurance to you that will describe the limits, conditions and terms of the coverage provided. A description of the insurance coverage and the insurance carrier are available by visiting the online insurance portal. If you have questions regarding the insurance program, including other available options, please call (800) 249-1104.

If you decide not to enroll in the preferred insurance provider's program described above, you will be required to upload proof of insurance coverage via the link you receive by email from donotreply.pol@assurant.com or help@updater.com to meet the Lease's insurance requirement. If you do not have access to upload your proof of insurance, you must contact the leasing office and the on-site staff may be able to provide you with an alternative method (e.g. business center computer, iPad, etc.).

If Owner's representative/agent no longer manages this community, it is possible the Owner's new representative may not participate in the insurance program offered by our preferred provider, and the insurance you obtained under our preferred provider's program may terminate. You will receive notice prior to termination of your policy. Upon notification of policy cancellation, you are required to purchase renter's insurance through another insurance carrier of your choice.

5. **Freedom of Choice.** At all times, you are able to purchase insurance through the carrier or agency of your choice and are not required to purchase insurance through a particular carrier or agency, including the preferred provider. However, the insurance you purchase must meet the Lease's minimum requirements at all times. By signing this Addendum, you consent to the sharing of information with our preferred insurance provider, which includes, but is not limited to, your name, address, lease status/expiration, current renter's insurance policy information, email address and telephone number(s).

6. **Subrogation Allowed.** You acknowledge that subrogation is allowed by all parties and that this Addendum supersedes any language to the contrary in the Lease. Accordingly, our commercial insurance carrier may make a claim against you for losses it pays as a result of your negligence, and your insurance carrier may make a claim against us for losses it pays as a result of our negligence. We retain the right to hold you responsible for any loss in excess of your insurance coverage.

7. **Your Insurance Coverage.** By signing this Addendum, you acknowledge that you have purchased (or agree to purchase) the insurance described above or you have agreed to participate in the insurance program. If you purchase insurance through a carrier or agency other than the preferred insurance provider, you must provide proof of insurance via the online insurance portal prior to taking possession of the apartment. You further acknowledge that you will keep your insurance policy in-force for the entire term of the Lease. If any material terms of your insurance policy change, you agree to promptly provide proof of the modified policy terms to greystar@assurant.com.

8. **Default.** Unless otherwise prohibited by law, and subject to any right to cure a default under the Lease, any default under

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70 *Hyunyoung Choi*

141 *Hojune Choi*

212 *Hyungsuk Choi*

283 *Youngmi Kim*

354 *Tasha Gray*

the terms of this Addendum shall be deemed a material default of the Lease, and we are entitled to exercise all rights and remedies under the law. If you fail to obtain and maintain personal liability insurance as required by this Addendum, you will be in violation of your Lease. In such event, we may send a written notice to you demanding that you cure the violation by purchasing the required insurance and providing evidence of coverage to us. If you fail to supply evidence of such insurance to us on or before the specified date set forth in your notice, we reserve the right to obtain personal liability insurance coverage on your behalf, and to charge you monthly for the amount of the insurance charges paid to the insurance company, which may be subject to change with notice, but shall not exceed the state approved rate for the insurance. The amount is currently \$ 10.75. This is an insurance program provided to us by an insurance company we have partnered with and provides \$ 100000.00 in personal liability insurance to you but does not include any personal property coverage to protect your property from any loss or damage, including but not limited to from theft, fire or weather. You may cancel your participation in this insurance program at any time if you purchase your own personal liability insurance policy or renter's insurance policy and provide proof of coverage to greystar@assurant.com. Upon your enrollment in the insurance program set forth in this paragraph, the insurance company will deliver you an insurance certificate evidencing and describing the coverage.

9. Miscellaneous.

- a. Except as specifically stated in this Addendum, all other terms and conditions of the Lease shall remain unchanged.
- b. The insurance required by the Lease Contract is not required by any law. Your obligation to provide insurance stems solely from the Lease Contract.
- c. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.
- d. The insurance required by the Lease is not an attempt to limit our liability for our own negligence or your liability for your own negligence.
- e. CAS Insurance Agency, LLC, a licensed insurance agency and affiliate of property manager, may receive compensation on policies issued by the preferred insurance provider for administrative, brokerage or marketing support. Owner may be receiving compensation or other payments from CAS Insurance Agency, LLC or one of its affiliates where permitted by law.

f. The insurance required by the Lease is not in lieu of, or in any way a component of, any security deposit required by the Lease.

g. **You understand that the personal liability insurance coverage set forth in paragraph 8 may cost more than similar insurance you can purchase on your own and will only cover you for your own liability for injury, loss or damage caused by you (or, in some cases, your occupants or guests) to others and DOES NOT INCLUDE COVERAGE FOR PERSONAL INJURY OR LOSS OR DAMAGE TO YOU OR YOUR PERSONAL PROPERTY. THE PERSONAL LIABILITY INSURANCE DESCRIBED IN PARAGRAPH 8 IS LIMITED IN SCOPE AND MAY NOT FULLY PROTECT YOUR INTERESTS.**

- h. You agree that you have not received any oral representations from Owner or any representative of Owner which are inconsistent with or not contained in the Lease Contract, the addenda attached to the Lease Contract, or in the Rules and Regulations. If you have received any such oral representations, you agree that you did not rely on them to decide to enter in the Lease Contract or this Addendum.
- i. You must refer to the actual insurance policy or certificate for a complete description of the coverage, as this Addendum only provides a general summary. If you have an annual renter's insurance policy and decide to switch to the insurance program offered by our preferred insurance provider, please compare the terms of coverage between the two policies, as not all policies are the same and coverage may differ.
- j. By signing this Addendum, you consent to receive communications from the insurance company via email, text, or other electronic means with respect to insurance related matters. You may withdraw your consent to receive electronic communications at any time by following the unsubscribe options in the email. It's your responsibility to provide us with an accurate email address and to promptly update any changes by contacting the leasing office.

By signing below, you acknowledge and agree to be bound to the terms of this Addendum.

User

[All users must sign here]

Landlord/Property Manager

Signature

Date

Rev 09/2024

⁷¹ Hyunyoung Choi

¹⁴² Hojune Choi

²¹³ Hyungsuk Choi

²⁸⁴ Youngmi Kim

³⁵⁵ Tasha Gray

Blue Moon Lease - Avana Sunnyvale

Signature Details

	Signer	IP Address	Date Signed
1	Hyunyoung Choi Co-Applicant (16122562)	2600:1010:b013:8a6e:a00	03/01/2025 01:23:57 PM
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167	Hyungsuk Choi Primary (16122560)	2601:647:4901:1870:c03d	03/02/2025 09:44:08 PM
168	Hyungsuk Choi Primary (16122560)	2601:647:4901:1870:c03d	03/02/2025 09:44:08 PM
169	Hyungsuk Choi Primary (16122560)	2601:647:4901:1870:c03d	03/02/2025 09:44:08 PM
170	Hyungsuk Choi Primary (16122560)	2601:647:4901:1870:c03d	03/02/2025 09:44:08 PM
171	Hyungsuk Choi Primary (16122560)	2601:647:4901:1870:c03d	03/02/2025 09:44:08 PM
172	Hyungsuk Choi Primary (16122560)	2601:647:4901:1870:c03d	03/02/2025 09:44:08 PM
173	Hyungsuk Choi Primary (16122560)	2601:647:4901:1870:c03d	03/02/2025 09:44:08 PM
174	Hyungsuk Choi Primary (16122560)	2601:647:4901:1870:c03d	03/02/2025 09:44:08 PM

175	Hyungsuk Choi Primary (16122560)	2601:647:4901:1870:c03d	03/02/2025 09:44:08 PM
176	Hyungsuk Choi Primary (16122560)	2601:647:4901:1870:c03d	03/02/2025 09:44:08 PM
177	Hyungsuk Choi Primary (16122560)	2601:647:4901:1870:c03d	03/02/2025 09:44:08 PM
178	Hyungsuk Choi Primary (16122560)	2601:647:4901:1870:c03d	03/02/2025 09:44:08 PM
179	Hyungsuk Choi Primary (16122560)	2601:647:4901:1870:c03d	03/02/2025 09:44:08 PM
180	Hyungsuk Choi Primary (16122560)	2601:647:4901:1870:c03d	03/02/2025 09:44:08 PM
181	Hyungsuk Choi Primary (16122560)	2601:647:4901:1870:c03d	03/02/2025 09:44:08 PM
182	Hyungsuk Choi Primary (16122560)	2601:647:4901:1870:c03d	03/02/2025 09:44:08 PM
183	Hyungsuk Choi Primary (16122560)	2601:647:4901:1870:c03d	03/02/2025 09:44:08 PM
184	Hyungsuk Choi Primary (16122560)	2601:647:4901:1870:c03d	03/02/2025 09:44:08 PM
185	Hyungsuk Choi Primary (16122560)	2601:647:4901:1870:c03d	03/02/2025 09:44:08 PM
186	Hyungsuk Choi Primary (16122560)	2601:647:4901:1870:c03d	03/02/2025 09:44:08 PM
187	Hyungsuk Choi Primary (16122560)	2601:647:4901:1870:c03d	03/02/2025 09:44:08 PM
188	Hyungsuk Choi Primary (16122560)	2601:647:4901:1870:c03d	03/02/2025 09:44:08 PM
189	Hyungsuk Choi Primary (16122560)	2601:647:4901:1870:c03d	03/02/2025 09:44:08 PM
190	Hyungsuk Choi Primary (16122560)	2601:647:4901:1870:c03d	03/02/2025 09:44:08 PM
191	Hyungsuk Choi Primary (16122560)	2601:647:4901:1870:c03d	03/02/2025 09:44:08 PM
192	Hyungsuk Choi Primary (16122560)	2601:647:4901:1870:c03d	03/02/2025 09:44:08 PM
193	Hyungsuk Choi Primary (16122560)	2601:647:4901:1870:c03d	03/02/2025 09:44:08 PM
194	Hyungsuk Choi Primary (16122560)	2601:647:4901:1870:c03d	03/02/2025 09:44:08 PM
195	Hyungsuk Choi Primary (16122560)	2601:647:4901:1870:c03d	03/02/2025 09:44:08 PM
196	Hyungsuk Choi Primary (16122560)	2601:647:4901:1870:c03d	03/02/2025 09:44:08 PM

197	Hyungsuk Choi Primary (16122560)	2601:647:4901:1870:c03d	03/02/2025 09:44:08 PM
198	Hyungsuk Choi Primary (16122560)	2601:647:4901:1870:c03d	03/02/2025 09:44:08 PM
199	Hyungsuk Choi Primary (16122560)	2601:647:4901:1870:c03d	03/02/2025 09:44:08 PM
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202	Hyungsuk Choi Primary (16122560)	2601:647:4901:1870:c03d	03/02/2025 09:44:08 PM
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204	Hyungsuk Choi Primary (16122560)	2601:647:4901:1870:c03d	03/02/2025 09:44:08 PM
205	Hyungsuk Choi Primary (16122560)	2601:647:4901:1870:c03d	03/02/2025 09:44:08 PM
206	Hyungsuk Choi Primary (16122560)	2601:647:4901:1870:c03d	03/02/2025 09:44:08 PM
207	Hyungsuk Choi Primary (16122560)	2601:647:4901:1870:c03d	03/02/2025 09:44:08 PM
208	Hyungsuk Choi Primary (16122560)	2601:647:4901:1870:c03d	03/02/2025 09:44:08 PM
209	Hyungsuk Choi Primary (16122560)	2601:647:4901:1870:c03d	03/02/2025 09:44:08 PM
210	Hyungsuk Choi Primary (16122560)	2601:647:4901:1870:c03d	03/02/2025 09:44:08 PM
211	Hyungsuk Choi Primary (16122560)	2601:647:4901:1870:c03d	03/02/2025 09:44:08 PM
212	Hyungsuk Choi Primary (16122560)	2601:647:4901:1870:c03d	03/02/2025 09:44:08 PM
213	Hyungsuk Choi Primary (16122560)	2601:647:4901:1870:c03d	03/02/2025 09:44:08 PM
214	Youngmi Kim Co-Applicant (16122561)	2601:647:4901:1870:a4e7	03/02/2025 09:54:50 PM
215	Youngmi Kim Co-Applicant (16122561)	2601:647:4901:1870:a4e7	03/02/2025 09:54:50 PM
216	Youngmi Kim Co-Applicant (16122561)	2601:647:4901:1870:a4e7	03/02/2025 09:54:50 PM
217	Youngmi Kim Co-Applicant (16122561)	2601:647:4901:1870:a4e7	03/02/2025 09:54:50 PM
218	Youngmi Kim Co-Applicant (16122561)	2601:647:4901:1870:a4e7	03/02/2025 09:54:50 PM

285	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:02 PM
286	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:02 PM
287	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:02 PM
288	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:02 PM
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290	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:02 PM
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294	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:02 PM
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296	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:02 PM
297	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:02 PM
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304	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:02 PM
305	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:02 PM
306	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:02 PM

307	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:02 PM
308	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:02 PM
309	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:02 PM
310	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:02 PM
311	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:02 PM
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313	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:02 PM
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316	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:03 PM
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322	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:03 PM
323	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:03 PM
324	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:03 PM
325	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:03 PM
326	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:03 PM
327	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:03 PM
328	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:03 PM

329	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:03 PM
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332	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:03 PM
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337	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:03 PM
338	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:03 PM
339	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:03 PM
340	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:03 PM
341	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:03 PM
342	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:03 PM
343	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:03 PM
344	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:03 PM
345	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:03 PM
346	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:03 PM
347	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:03 PM
348	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:03 PM
349	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:03 PM
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351	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:03 PM
352	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:03 PM
353	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:03 PM
354	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:03 PM
355	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:03 PM

Move-In Inventory and Condition Form

Unit Description.

Unit No. 236, 355 N. Wolfe Rd. #236, Sunnyvale, CA, 94085 (street address) in Sunnyvale (city),
CA (state) 94085 (zip code).

Lease Contract Description.

Lease Contract date: 04/03/2025

Move-In Date: 01/04/2024

Move-Out Date: _____

Owner's name: Avana Sunnyvale _____

Resident(s): Hyungsuk Choi, Hojune Choi, Hyunyoung Choi, Youngmi Kim and Eunsue Jung
(Guarantor) _____

**Unless noted on this form, everything will be considered to be in a clean, safe, and good working condition.
Accurately completing this form protects both parties as this form will be used determining what should and
should not be considered your responsibility upon move-out.**

Living Room

Living Room Cleaning Only _____
Baseboards _____
Crown Molding _____
Windows, Latches, Screens, Blinds _____
Water Stains or Mildew on Walls Ceilings or Baseboards _____
Walls, Ceiling Paint _____
Sheet Rock Damage/Holes _____
Light Switches _____
Outlets / Including Cable, Phone, USB _____
HVAC Vent _____
Light Fixtures / Light bulbs _____
Ceiling Fan _____
Flooring _____
Doors / Stops, Lock, Handle, Knob, Door Jam _____
Closets / Rods, Shelves, Lights, Fixtures _____
Other _____

Dining Room

Dining Room Cleaning Only _____
Baseboards _____
Crown Molding _____
Windows, Latches, Screens, Blinds _____
Water Stains or Mildew on Walls Ceilings or Baseboards _____
Walls, Ceiling Paint _____
Sheet Rock Damage/Holes _____
Light Switches _____
Outlets / Including Cable, Phone, USB _____
HVAC Vent _____
Light Fixtures / Light bulbs _____
Ceiling Fan _____
Flooring _____
Doors / Stops, Lock, Handle, Knob, Door Jam _____
Closets / Rods, Shelves, Lights, Fixtures _____
Other _____

Hallway

Hallway Cleaning Only _____
Baseboards _____
Crown Molding _____
Windows, Latches, Screens, Blinds _____
Water Stains or Mildew on Walls Ceilings or Baseboards _____
Walls, Ceiling Paint _____
Sheet Rock Damage/Holes _____
Light Switches _____
Outlets / Including Cable, Phone, USB _____
HVAC Vent _____
Light Fixtures / Light bulbs _____

Kitchen

Kitchen Cleaning Only _____
Cabinets/ Drawers, Handles, Interiors, Doors _____
Countertops _____
Dishwasher, Dispenser, Racks _____
Microwave _____
Plumbing Leaks, Water stains or Mildew on Walls, Ceilings or Baseboards _____
Refrigerator/ Light, Crisper, Trays, Shelves, Icemaker _____
Sink/ Caulking, Disposal, Faucet, Vegetable Sprayer, Stoppers, Basket Strainers _____
Stove/Oven, Drip Pans, Racks, Oven Top _____
Baseboards _____
Crown Molding _____
Windows, Latches, Screens, Blinds _____
Water Stains or Mildew on Walls Ceilings or Baseboards _____
Walls, Ceiling Paint _____
Sheet Rock Damage/Holes _____
Light Switches _____
Outlets / Including Cable, Phone, USB _____
HVAC Vent _____
Light Fixtures / Light bulbs _____
Ceiling Fan _____
Flooring _____
Doors / Stops, Lock, Handle, Knob, Door Jam _____
Closets / Rods, Shelves, Lights, Fixtures _____
Other _____

Ceiling Fan

Flooring _____
Doors / Stops, Lock, Handle, Knob, Door Jam _____
Closets / Rods, Shelves, Lights, Fixtures _____
Other _____

Bedroom 5

Bedroom 5 Cleaning Only _____
Baseboards _____
Crown Molding _____

1 HC 5 HC 9 HC 13 YK

Move-In Inventory and Condition Form

Primary Bedroom

Primary Bedroom Cleaning Only _____
 Baseboards _____
 Crown Molding _____
 Windows, Latches, Screens, Blinds _____
 Water Stains or Mildew on Walls Ceilings or Baseboards _____
 Walls, Ceiling Paint _____
 Sheet Rock Damage/Holes _____
 Light Switches _____
 Outlets / Including Cable, Phone, USB _____
 HVAC Vent _____
 Light Fixtures / Light bulbs _____
 Ceiling Fan _____
 Flooring _____
 Doors / Stops, Lock, Handle, Knob, Door Jam _____
 Closets / Rods, Shelves, Lights, Fixtures _____
 Other _____

Bedroom 2

Bedroom 2 Cleaning Only _____
 Baseboards _____
 Crown Molding _____
 Windows, Latches, Screens, Blinds _____
 Water Stains or Mildew on Walls Ceilings or Baseboards _____
 Walls, Ceiling Paint _____
 Sheet Rock Damage/Holes _____
 Light Switches _____
 Outlets / Including Cable, Phone, USB _____
 HVAC Vent _____
 Light Fixtures / Light bulbs _____
 Ceiling Fan _____
 Flooring _____
 Doors / Stops, Lock, Handle, Knob, Door Jam _____
 Closets / Rods, Shelves, Lights, Fixtures _____
 Other _____

Bedroom 3

Bedroom 3 Cleaning Only _____
 Baseboards _____
 Crown Molding _____
 Windows, Latches, Screens, Blinds _____
 Water Stains or Mildew on Walls Ceilings or Baseboards _____
 Walls, Ceiling Paint _____
 Sheet Rock Damage/Holes _____
 Light Switches _____
 Outlets / Including Cable, Phone, USB _____
 HVAC Vent _____
 Light Fixtures / Light bulbs _____
 Ceiling Fan _____
 Flooring _____
 Doors / Stops, Lock, Handle, Knob, Door Jam _____
 Closets / Rods, Shelves, Lights, Fixtures _____
 Other _____

Bedroom 4

Bedroom 4 Cleaning Only _____
 Baseboards _____
 Crown Molding _____
 Windows, Latches, Screens, Blinds _____
 Water Stains or Mildew on Walls Ceilings or Baseboards _____
 Walls, Ceiling Paint _____
 Sheet Rock Damage/Holes _____
 Light Switches _____
 Outlets / Including Cable, Phone, USB _____
 HVAC Vent _____
 Light Fixtures / Light bulbs _____
 Ceiling Fan _____
 Flooring _____
 Doors / Stops, Lock, Handle, Knob, Door Jam _____
 Closets / Rods, Shelves, Lights, Fixtures _____
 Other _____

Bathroom 3

Bathroom 3 Cleaning Only _____

Windows, Latches, Screens, Blinds _____
 Water Stains or Mildew on Walls Ceilings or Baseboards _____
 Walls, Ceiling Paint _____
 Sheet Rock Damage/Holes _____
 Light Switches _____
 Outlets / Including Cable, Phone, USB _____
 HVAC Vent _____
 Light Fixtures / Light bulbs _____
 Ceiling Fan _____
 Flooring _____
 Doors / Stops, Lock, Handle, Knob, Door Jam _____
 Closets / Rods, Shelves, Lights, Fixtures _____
 Other _____

Bathroom 1

Bathroom 1 Cleaning Only _____
 Towel Bars _____
 Cabinets/ Drawers, Handles, Interiors, Doors _____
 Medicine Cabinet _____
 Shelving _____
 Countertops _____
 Plumbing Leaks, Water Stains or Mildew on Walls, Ceilings or Baseboards _____

Sink / Caulking, Stoppers and Popup, Faucet _____
 Toilet / Paper Holder, Seat _____
 Shower/Tub, Tile, Doors, Rods, Drain Stopper _____
 Exhaust Fan (clean and operable) _____
 Baseboards _____
 Crown Molding _____
 Windows, Latches, Screens, Blinds _____
 Water Stains or Mildew on Walls Ceilings or Baseboards _____
 Walls, Ceiling Paint _____
 Sheet Rock Damage/Holes _____
 Light Switches _____
 Outlets / Including Cable, Phone, USB _____
 HVAC Vent _____
 Light Fixtures / Light bulbs _____
 Ceiling Fan _____
 Flooring _____
 Doors / Stops, Lock, Handle, Knob, Door Jam _____
 Closets / Rods, Shelves, Lights, Fixtures _____
 Other _____

Bathroom 2

Bathroom 2 Cleaning Only _____
 Towel Bars _____
 Cabinets/ Drawers, Handles, Interiors, Doors _____
 Medicine Cabinet _____
 Shelving _____
 Countertops _____
 Plumbing Leaks, Water Stains or Mildew on Walls, Ceilings or Baseboards _____

Sink / Caulking, Stoppers and Popup, Faucet _____
 Toilet / Paper Holder, Seat _____
 Shower/Tub, Tile, Doors, Rods, Drain Stopper _____
 Exhaust Fan (clean and operable) _____
 Baseboards _____
 Crown Molding _____
 Windows, Latches, Screens, Blinds _____
 Water Stains or Mildew on Walls Ceilings or Baseboards _____
 Walls, Ceiling Paint _____
 Sheet Rock Damage/Holes _____
 Light Switches _____
 Outlets / Including Cable, Phone, USB _____
 HVAC Vent _____
 Light Fixtures / Light bulbs _____
 Ceiling Fan _____
 Flooring _____
 Doors / Stops, Lock, Handle, Knob, Door Jam _____
 Closets / Rods, Shelves, Lights, Fixtures _____
 Other _____

Garage

Garage Cleaning Only _____
 Carport Damage _____

2 HC 6 HC 10 HC 14 YK

Move-In Inventory and Condition Form

Towel Bars _____
 Cabinets/ Drawers, Handles, Interiors, Doors _____
 Medicine Cabinet _____
 Shelving _____
 Countertops _____
 Plumbing Leaks, Water Stains or Mildew on Walls, Ceilings or Baseboards _____

Sink / Caulking, Stoppers and Popup, Faucet _____
 Toilet / Paper Holder, Seat _____
 Shower/Tub, Tile, Doors, Rods, Drain Stopper _____
 Exhaust Fan (clean and operable) _____
 Baseboards _____
 Crown Molding _____
 Windows, Latches, Screens, Blinds _____
 Water Stains or Mildew on Walls Ceilings or Baseboards _____
 Walls, Ceiling Paint _____
 Sheet Rock Damage/Holes _____
 Light Switches _____
 Outlets / Including Cable, Phone, USB _____
 HVAC Vent _____
 Light Fixtures / Light bulbs _____
 Ceiling Fan _____
 Flooring _____
 Doors / Stops, Lock, Handle, Knob, Door Jam _____
 Closets / Rods, Shelves, Lights, Fixtures _____
 Other _____

Half Bath

Half Bath Cleaning Only _____
 Towel Bars _____
 Cabinets/ Drawers, Handles, Interiors, Doors _____
 Medicine Cabinet _____
 Shelving _____
 Countertops _____
 Plumbing Leaks, Water Stains or Mildew on Walls, Ceilings or Baseboards _____

Sink / Caulking, Stoppers and Popup, Faucet _____
 Toilet / Paper Holder, Seat _____
 Exhaust Fan (clean and operable) _____
 Baseboards _____
 Crown Molding _____
 Windows, Latches, Screens, Blinds _____
 Water Stains or Mildew on Walls Ceilings or Baseboards _____
 Walls, Ceiling Paint _____
 Sheet Rock Damage/Holes _____
 Light Switches _____
 Outlets / Including Cable, Phone, USB _____
 HVAC Vent _____
 Light Fixtures / Light bulbs _____
 Ceiling Fan _____
 Flooring _____
 Doors / Stops, Lock, Handle, Knob, Door Jam _____
 Closets / Rods, Shelves, Lights, Fixtures _____
 Other _____

Patio / Balcony / Yard / Storage Unit

Patio / Balcony / Yard Cleaning Only _____
 Railing / Fences / Gates _____
 Walls, Ceiling Paint _____
 Sheet Rock Damage/Holes _____
 Light Switches _____
 Outlets / Including Cable, Phone, USB _____
 Light Fixtures / Light bulbs _____
 Doors / Stops, Lock, Handle, Knob, Door Jam _____
 Closets / Rods, Shelves, Lights, Fixtures _____
 Other _____

Garage Door, Garage Door Opener _____
 Windows, Latches, Screens, Blinds _____
 Water Stains or Mildew on Walls, Ceilings or Baseboards _____
 Walls, Ceiling Paint _____
 Sheet Rock Damage/Holes _____
 Light Switches _____
 Outlets / Including Cable, Phone, USB _____
 Light Fixtures / Light bulbs _____
 Doors / Stops, Lock, Handle, Knob, Door Jam _____
 Closets / Rods, Shelves, Lights, Fixtures _____
 Other _____

General Items

Apartment # Sign _____
 Washer _____
 Dryer _____
 Laundry Room / Counter, Shelving _____
 Fireplace _____
 Exterior Door, Stops, Locks, Screens, Peep Hole _____
 Doorbell _____
 Fire Extinguisher _____
 Keyed Deadbolts / Locks _____
 Keyless Bolting Device _____
 Other Detectors _____
 Pest - Related Concerns _____
 Sliding Door Latches _____
 Other _____

Move-In Inventory and Condition Form

Acknowledgment. This Inventory and Condition Form sets forth items, characteristics, appliances, and areas (collectively “features”) which may be present in your Unit. You acknowledge that you have inspected all features present in your Unit and that all are, as applicable, working, undamaged, and not in need of repair except as noted above. All features will be considered to be in good condition unless otherwise noted on this form. You further acknowledge that you have specifically tested all of the safety-related items and that they are working, except as noted above. You acknowledge receipt of written operating instructions on the alarm system and gate access entry systems (if applicable). You acknowledge that you have tested the smoke alarms and any other detector(s) and you verify they are operating correctly. You acknowledge that you have inspected the Unit and that no signs of bed bugs or other pests are present.

In signing below, you accept this Inventory and Condition Form as part of the Lease Contract and you agree that you have hereby brought to our attention any safety or pest-related concerns you have and that this form accurately reflects the condition of the Unit for purposes of determining any refund due to you when you move out.

Date: _____

Resident Signature: _____

Date: _____

Community Manager Signature: _____

Greystar Inventory and Condition Form (Default)

Signature Details

	Signer	IP Address	Date Signed
1	Hyunyoung Choi Co-Applicant (16122562)	2600:1010:b013:8a6e:a00	03/01/2025 01:24:13 PM
2	Hyunyoung Choi Co-Applicant (16122562)	2600:1010:b013:8a6e:a00	03/01/2025 01:24:13 PM
3	Hyunyoung Choi Co-Applicant (16122562)	2600:1010:b013:8a6e:a00	03/01/2025 01:24:13 PM
4	Hyunyoung Choi Co-Applicant (16122562)	2600:1010:b013:8a6e:a00	03/01/2025 01:24:13 PM
5	Hojune Choi Co-Applicant (16122563)	2601:647:4901:1870:3881	03/01/2025 01:29:37 PM
6	Hojune Choi Co-Applicant (16122563)	2601:647:4901:1870:3881	03/01/2025 01:29:37 PM
7	Hojune Choi Co-Applicant (16122563)	2601:647:4901:1870:3881	03/01/2025 01:29:37 PM
8	Hojune Choi Co-Applicant (16122563)	2601:647:4901:1870:3881	03/01/2025 01:29:37 PM
9	Hyungsuk Choi Primary (16122560)	2601:647:4901:1870:c03d	03/02/2025 09:44:45 PM
10	Hyungsuk Choi Primary (16122560)	2601:647:4901:1870:c03d	03/02/2025 09:44:45 PM
11	Hyungsuk Choi Primary (16122560)	2601:647:4901:1870:c03d	03/02/2025 09:44:45 PM
12	Hyungsuk Choi Primary (16122560)	2601:647:4901:1870:c03d	03/02/2025 09:44:45 PM
13	Youngmi Kim Co-Applicant (16122561)	2601:647:4901:1870:a4e7	03/02/2025 09:55:16 PM
14	Youngmi Kim Co-Applicant (16122561)	2601:647:4901:1870:a4e7	03/02/2025 09:55:16 PM
15	Youngmi Kim Co-Applicant (16122561)	2601:647:4901:1870:a4e7	03/02/2025 09:55:16 PM
16	Youngmi Kim Co-Applicant (16122561)	2601:647:4901:1870:a4e7	03/02/2025 09:55:16 PM
17	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:13 PM

LEASE CONTRACT GUARANTY

*Do not sign this form unless you understand that you have the same liability
as all residents for rent and other monies owed.*



Lease Contract Information

ABOUT LEASE: Date of Lease Contract (*top left hand corner of Lease Contract*): March 4, 2025

Owner's name (*or name of dwelling*): GSIC II

Sunnyvale Owner, LP

Resident names (*list all residents on Lease Contract*):
Hyungsuk Choi, Youngmi Kim, Hyunyoung Choi, Hojune Choi

Unit No. 236 and street address of dwelling being leased: 355 N. Wolfe Rd.
#236

City/State/Zip of above dwelling:
Sunnyvale, CA 94085

Monthly rent for dwelling unit: \$ 3956.00

Beginning date of Lease Contract: 04/03/2025

Ending date of Lease Contract: 06/02/2026

Guarantor Information *Use for one guarantor only*

ABOUT GUARANTOR: Full name (*exactly as on driver's license or govt. ID card*) Eunsue Jung

Manager's name: _____

Phone: _____

Your Social Security #: ***-**-xxxx

Driver's license # and state: _____

OR govt. photo ID card #: _____

Birthdate: xx/xx/xxxx

Total number of dependents under the age of 18 or in college: _____

What relationship are you to the resident(s)?

parent sibling employer
 other _____

Are you a guarantor for any other lease? Yes No

If so, how many? _____

YOUR WORK: Present employer: Super Micro Computer Inc

How long? _____

Position: _____

Your gross monthly income is over: \$ 30833.33

Supervisor's name: _____

Phone: _____

Employer's address: _____

Work phone: _____

Alternate phone: _____

Email address: _____

YOUR CREDIT/RENTAL HISTORY:

Your bank's name: _____

To your knowledge, have you or any resident listed in this Guaranty ever:

been asked to move out?
 broken a rental agreement?
 declared bankruptcy? or
 been sued for rent?

City/State: _____

To your knowledge, has any resident listed in this Guaranty ever: been sued for property damage?

List major credit cards: _____

California Consumer Privacy Act (CCPA), California Civil Code § 1798.100 et seq.

We (“Owner”) collect the information requested in this application to determine whether to approve your rental application. If approved, the information collected may also be used to provide services to you and other residents, as well as for our internal business purposes, sharing, and any other purposes allowed under the CCPA. Under the CCPA, some of this sharing is considered a “sale” even if we do not receive money in exchange for the information we share. You have the right to “opt-out,” which instructs us to stop sharing the collected information in any way that the CCPA treats as a “sale,” and only sell the information in the future with your permission. Opting-out does not prevent us from using your information to provide you services and other exceptions listed in the CCPA. By opting out, you are asking us not to sell the provided information. You can get our privacy policy from the leasing office by phone email website, and request to opt-out by phone email website, or checking the box.

- Opt-out: Do not use this form to collect information to sell.

You, as guarantor signing this Lease Contract Guaranty, guarantee all obligations of resident(s) under the above Lease Contract, including but not limited to rent, late fees, property damage, repair costs, animal violation charges, reletting charges, utility payments and all other sums which may become due under the Lease Contract. You agree that your obligations as guarantor will continue and will not be affected by amendments, modifications, roommate changes or deletions, unit changes, or renewals in the Lease Contract which may be agreed to from time to time between resident(s) and us. If we, as owner of the dwelling, delay or fail to exercise lease rights, pursue remedies, give notices to you, or make demands to you, as guarantor, you will not consider it as a waiver of our rights as owner, against you as guarantor. All of our remedies against the resident(s) apply to guarantor as well. All residents and guarantors are jointly and severally liable. It is unnecessary for us to sue or exhaust remedies against residents in order for you to be liable.

This Guaranty is part of the Lease Contract and shall be performed in the county where the dwelling unit is located.

You represent that all information submitted by you on this Guaranty is true and complete. You authorize verification of such information via consumer reports, rental history reports, and other means. A facsimile signature by you on this Guaranty will be just as binding as an original signature. It is not necessary for you, as guarantor, to sign the Lease Contract itself or to be named in the Lease Contract. This Guaranty does not have to be referred to in the Lease Contract. It is not legally necessary for this Guaranty to be notarized. Payments under this Guaranty must be mailed to or made in the county where the dwelling unit is located. We recommend that you obtain a copy of the Lease Contract and read it. This Guaranty applies even if you don't do so. We will furnish you a copy of the Lease upon written request.

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

After signing, please return the signed original of this Guaranty to **GSIC II Sunnyvale Owner, LP**

at (street address or P.O. Box) 355 Wolfe Road, Sunnyvale, CA 94085

or (*optional*) fax it to us at _____ Our telephone number **(408) 736-4963**

Date of signing Guaranty

Signature of Guarantor

FOR OFFICE USE ONLY

Guarantor(s) signature(s) was (were) verified by owner's representative.

Verification was by phone or face-to-face meeting. Date(s) of verification _____

Telephone numbers called (if applicable) _____

Name(s) of Guarantor(s) who was (were) contacted _____

Name of Owner's Representative who talked to Guarantor(s) _____



REQUIRED APPLICATION SUPPLEMENT
Authorization for Background Check and
Summary of Your Rights Under the
Investigative Consumer Reporting Agencies Act



APPLICANT INFORMATION

Eunsue Jung

Full Name (Exactly as it appears on Driver's License or Govt. ID card)

xx/xx/xxxx ***-**-xxxx

Birthdate **Social Security #** **Driver's License # and State**

Government Photo ID card # **Type**

Home Phone Number **Cell Phone Number** **Work Phone Number**

eric.jungsjc@gmail.com

Email Address

I am applying for the dwelling located at: 355 N. Wolfe Rd. #236

AUTHORIZATION

Authorization for Background Check and Summary of Your Rights Under the Investigative Consumer Reporting Agencies Act

Check here to have a copy of your consumer report sent directly to you. The landlord is to provide a copy of the report to you in accordance with California Civil Code § 1786.16. If requested, a copy of your consumer report will be sent to you within three business days of receipt of your request.

The investigative consumer report and/or consumer report(s) will be obtained from the following Investigative Consumer Reporting Agency:

Name: _____

Address: _____

Telephone Number: _____

Their information and privacy policy can be found at:

Website Address: _____

Investigative Consumer Reporting Agencies through the Investigative Consumer Reporting Agencies Act (ICRAA) have assumed a vital role in collecting, assembling, evaluating, compiling, reporting, transmitting, transferring, or communicating information on consumers for employment, and insurance purposes, and for the purposes relating to the hiring of dwelling units, subpoenas, court orders, licensure and other lawful purposes. The California legislature finds there is a need that Investigative Consumer Reporting Agencies exercise their grave responsibilities with fairness, impartiality, and a respect for consumers rights to privacy. The crime of identity theft in this new computer era has exploded and has become the fastest growing white-collar crime in America. The unique nature of this crime means that it can often go undetected for years without the victim being aware that his or her identity has been misused. Because notice of identity theft is critical before the victim can take steps to stop and prosecute this crime, consumers are best protected if they are given copies of any investigative consumer reports made on them. The ICRAA requires that Investigative Consumer Reporting Agencies adopt reasonable procedures for meeting the needs of commerce for information related to the renting of dwellings in a manner which is fair and equitable to the consumer, with regard to the confidentiality, accuracy, relevancy, and proper utilization of the information in accordance with the requirements of the ICRAA.

The ICRAA gives you specific rights, as outlined below. You may have additional rights under federal law. For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington DC 20006.

We ("Owner") may obtain information about you for renting a dwelling unit from a third-party consumer reporting agency (Investigative Consumer Reporting Agency). You may be the subject of a "consumer report" and/or an "investigative consumer report" which may include information about your character, general reputation, personal characteristics, and/or mode of living, and can involve personal interviews with sources such as your neighbors, friends, supervisors, or associates. These reports may contain information regarding your credit history, criminal history, social security verification, motor vehicle records ("driving records"), verification of your education or employment history, or other background checks.

AUTHORIZATION (continued)

Further, you understand that information may be requested from various Federal, State, County and other agencies that maintain records concerning your past activities relating to your driving, criminal, civil, education, credit, and other experiences. Your credit history will be requested as the information substantially relates to the ability to rent the dwelling unit.

You have the right, upon written request made within a reasonable time period after receipt of this notice, to request whether a consumer report has been conducted about you, disclosure of the nature and scope of any investigative consumer report, and to request a copy of your report.

Please be advised that the nature and scope of the most common form of investigative consumer report obtained with regard to applicants for renting is an investigation into your rental and credit history. The scope of this notice and authorization is all-encompassing, however, allowing us to obtain consumer reports and investigative consumer reports now and throughout your tenancy to the extent permitted by law.

You should carefully consider whether to exercise your right to request disclosure of the nature and scope of any investigative consumer report.

California Civil Code §1786.22.

- (a) An investigative consumer reporting agency shall supply files and information required under Section 1786.10 during normal business hours and on reasonable notice.
- (b) Files maintained on you shall be made available for your visual inspection, as follows:
 - (1) In person, if you appear in person and furnish proper identification. A copy of his file shall also be available to the consumer for a fee not to exceed the actual costs of copying.
 - (2) By certified mail, if you make a written request, with proper identification, for copies to be sent to a specified address. Investigative consumer reporting agencies complying with requests for certified mailings under this section shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the investigative consumer reporting agencies.
 - (3) A summary of all information contained in files on you and required to be provided by Section 1786.10 shall be provided by telephone, if you have made a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to you.
- (c) The term "proper identification" as used in subdivision (b) shall mean that information generally deemed sufficient to identify a person. Such information includes documents such as a valid driver's license, social security number, military identification card, and credit cards. Only if the consumer is unable to reasonably identify himself with the information described above, may an investigative consumer reporting agency require additional information concerning the consumer's employment and personal or family history in order to verify his identity.
- (d) The investigative consumer reporting agency shall provide trained personnel to explain to the consumer any information furnished him pursuant to Section 1786.10.
- (e) The investigative consumer reporting agency shall provide a written explanation of any coded information contained in files maintained on a consumer. This written explanation shall be distributed whenever a file is provided to a consumer for visual inspection as required under Section 1786.22.
- (f) The consumer shall be permitted to be accompanied by one other person of his choosing, who shall furnish reasonable identification. An investigative consumer reporting agency may require the consumer to furnish a written statement granting permission to the consumer reporting agency to discuss the consumer's file in such person's presence.

If you checked the box above, you will receive a copy of your investigative consumer report within three business days of receipt of your request.

I agree that the Owner, and its agents and/or employees, may rely upon this form to order background reports, including investigative consumer reports from companies other than Owner without asking me for my authorization again as allowed by law. I further agree that a copy of this form is valid as a signed original. I certify that all of my personal information is true and correct.

Applicant

Date

AUTHORIZATION

I authorize GSIC II Sunnyvale Owner, LP

(name of owner/complex) to obtain reports from consumer record reporting agencies before, during, and after tenancy on matters relating to a lease by the above owner to me and to verify, by all available means, the information in this application, including income history and other information reported by employer(s) to any state employment security agency. Work history information may be used only for this Rental Application. Authority to obtain work history information expires 365 days from the date of this Application.



Blue Moon Lease - Avana Sunnyvale

Signature Details

	Signer	IP Address	Date Signed
1	Eunsue Jung Guarantor (16122564)	12.226.201.122	03/14/2025 01:56:22 PM
2	Eunsue Jung Guarantor (16122564)	12.226.201.122	03/14/2025 01:56:22 PM
3	Eunsue Jung Guarantor (16122564)	12.226.201.122	03/14/2025 01:56:22 PM
4	Eunsue Jung Guarantor (16122564)	12.226.201.122	03/14/2025 01:56:22 PM
5	Eunsue Jung Guarantor (16122564)	12.226.201.122	03/14/2025 01:56:22 PM
6	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:13 PM
7	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:13 PM
8	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:13 PM
9	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:13 PM
10	Tasha Gray Greystar Agent	2600:1702:2111:9e10:f5a	03/14/2025 03:17:13 PM