

## LEASE

THIS LEASE ("Lease") is made as of 09/15/2013 by and between The Irvine Company LLC ("Landlord"), and Sabesan Saidapet Pachai, ("Resident"). If there are multiple signers for Resident, each shall be jointly and severally liable and are all collectively referred to as "Resident" herein.

### **1. Premises:**

1.1. Location. The premises is located at 80 Descanso Drive #2302, San Jose, CA 95134 (the "Premises") in the The Pines Apartment Homes community (the "Community"). The premises leased to Resident consist of a residential unit together with any appliances, window coverings, carpet and other furnishings listed on the move-in form, and the Garage and/or number of Parking Space(s) listed in Section 5. Landlord may change Resident's designated Garage and/or Parking Space(s) from time to time.

1.2. Condition. Resident has inspected the Premises and common areas and upon taking possession knows of their condition and the potential hazards they present, including, but not limited, to unsupervised children, including but not limited to lakes, streams, swimming pools, parking areas, balconies, windows and recreation areas. Resident accepts the Premises and common areas in their existing condition, and acknowledges that Landlord has made no representation or warranty of any nature regarding their condition or of the surrounding area where the Community is located. By Resident's signature on this Lease, Resident shall be deemed to acknowledge that Resident is satisfied as to all matters regarding the Premises and the Community.

1.3. Inspection. Resident acknowledges that an inspection under Section 1938 of the Civil Code has not been conducted by Landlord.

### **2. Term:**

2.1. Commencement. The term of the Lease commences on 09/21/2013 and ends on 11/20/2014 at 11:59 p.m (the "Term"). Landlord makes no representation that the Premises will be ready for occupancy on the commencement date of the Term. If Landlord is unable to deliver possession of the Premises at the commencement of the Term, Landlord shall not be liable for damages to Resident, but Resident shall not be responsible for payment of Rent for the period between the commencement of the Term and the time when Landlord delivers possession. If Landlord is not able to deliver possession within thirty (30) days of the commencement date of the Term, either Landlord or Resident may, prior to the time when Landlord delivers possession, cancel this Lease by giving written notice to the other. The Term of the Lease as set forth herein shall not be affected by the move-in date.

2.2. Expiration. Upon expiration of the Term of this Lease, but not upon the earlier termination hereof, this Lease shall continue as a tenancy from month to month unless either (i) Landlord gives Resident at least sixty (60) days written notice prior to the expiration of any Lease Term if the Resident has resided at the Premises for a year or longer or at least thirty (30) days written notice prior to the expiration of any Lease Term if the Resident has resided at the Premises for less than one year, that such month to month tenancy shall not commence, or (ii) Resident gives written notice to Landlord at least (30) days prior to expiration of the Term of Resident's election that such month to month tenancy shall not commence. **In the event this Lease shall continue as a tenancy from month to month the terms and conditions of the Lease shall apply with respect to such tenancy, except the Term shall be deemed modified to provide that the tenancy shall be from month to month, and Landlord may, at its option, increase the Rent to the monthly rental rate set forth in a written notification to Resident. Resident acknowledges that this section contains provisions under which this Lease may automatically continue as a tenancy from month to month upon the expiration of the Term.**

2.3. Surrender. In the event this Lease shall terminate upon the expiration of the Term, Resident shall vacate the Premises on or before such expiration date, and any holding over by Resident after such expiration date shall not constitute a renewal hereof or give Resident any rights with respect to the Premises. If Resident fails to so vacate and surrender the Premises upon such expiration or termination, Resident shall indemnify and hold Landlord harmless from any loss or liability, including without limitation any claims made by any succeeding resident, from such failure to vacate the Premises. Upon vacating the Premises, Resident shall (a) deliver the Premises empty of all persons, (b) remove all of Resident's personal property from the Premises and from all parking spaces and storage spaces provided under the Lease, (c) clean the Premises in accordance with the Rules and Move-Out Guidelines, and (d) provide Landlord with Resident's forwarding address.

2.4 Early Termination. Provided Resident is not in default or breach of this Lease, Resident shall have the option to terminate this Lease early ('Early Termination Option') upon the following terms and conditions: (a) Resident must give Landlord at least thirty (30) days' prior written notice ('Early Termination Notice') specifying the date Resident will

vacate the Premises ("Early Termination Date"); (b) the Early Termination Notice must be accompanied by the following payments (i) the full monthly rent through the Early Termination Date, (ii) a lease break charge in the amount of \$3000.00, and (iii) the Concession Reimbursement Fee, if any; (c) Resident must timely observe and perform all other terms and conditions of the Lease through and including the Early Termination Date; and (d) Resident must deliver possession of the Premises to Landlord on the Early Termination Date. If Resident vacates or abandons the Premises without exercising the Early Termination Option or fails to strictly comply with the terms and conditions of this paragraph, the Lease Term shall be unaffected by the Early Termination Option.

### **3. Rent:**

3.1. Payment. Resident shall pay Landlord \$ 2985.00 each month ("Rent") in advance on or before the first (1<sup>st</sup>) day of each calendar month during the Term (the "Rent Due Date"). If Resident takes possession of the Premises on any day other than the first day of a month, Resident shall pay the initial Rent payment based on a 30-day proration (except February, which shall be prorated by the actual number of days in the month). In addition, all other monetary obligations of Resident under this Lease (except the Security Deposit) shall be deemed to be additional rent. Any reference to the term "Rent" in this Lease shall be deemed to include additional rent. Rent and all other charges due Landlord hereunder shall be payable only by cashier's check, personal check or money order made payable to name of the Community specified in Section 1.1, or by an electronic form of payment acceptable to Landlord. Payment should be mailed or delivered to Landlord at the address specified in Section 20.A.i or at such other place or in such other manner as Landlord may from time to time designate. Resident shall remit one check or money order for the Rent payable for the Premises, and shall write Resident's Unit number on the check or money order. At Landlord's option and without notice, Landlord may apply payments received first to any of Resident's unpaid obligations, then to current rent, regardless of notations on checks or money orders and regardless of when the obligations arose. As required by law, Resident is hereby notified that a negative credit report reflecting on Resident's credit record may be submitted to a credit reporting agency if Resident fails to pay rent or other amounts owing under this Lease on time.

3.2. Late Fees. Resident acknowledges that if Resident pays Rent after the due date, Landlord will incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to determine. Such costs include, without limitation, processing and accounting charges. Therefore, if any installment of Rent due from Resident is not received by Landlord when due, Resident shall pay to Landlord an additional sum of \$50.00 as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of late payment by Resident. Landlord's acceptance of Resident's payment of any late charge shall not constitute a waiver by Landlord of Resident's default with respect to the overdue amount, nor prevent Landlord from exercising any other rights and remedies available to Landlord.

3.3. Returned Check. If Resident's personal check for Rent is not honored or is returned by Resident's financial institution for any reason ("Returned Check"), Landlord will treat this situation as if Resident has not paid Rent for that month. Resident shall be obligated to pay Landlord an additional fee of Twenty-five Dollars (\$25.00) for any Returned Check. Resident shall replace any Returned Check with a cashier's check or money order only. After receipt of two (2) Returned Checks, Landlord shall thereafter accept only a cashier's check or money order for payment of Rent from Resident.

**4. Security Deposit:** At the time Resident signs this Lease, Resident shall also pay Landlord a security deposit in the amount of \$800.00 ("Security Deposit") as security for the faithful performance of Resident's obligations under this Lease. Landlord shall have the right to commingle the Security Deposit with other funds of Landlord. Landlord may, at its option, deduct from the Security Deposit such amounts as are reasonably necessary (a) to remedy Resident's defaults in the payment of Rent, utility charges or any other item for which Resident is responsible under the Lease, (b) to repair damage (other than ordinary wear and tear) to the Premises caused by Resident and/or members of Resident's family, guests, licensees, visitors or pets, including but not limited to stains in carpet, counter damage, drywall repair, painting, drapes and plumbing system, (c) to clean the Premises upon termination of the tenancy, and/or (d) to cover the cost of restoring, replacing or reclaiming any personal property provided to Resident (such as garage door remote control devices, keys, and the like). The Security Deposit shall be refunded or applied as provided in California Civil Code Section 1950.5. In the event Landlord uses any part of the Security Deposit during the tenancy, Resident shall replenish the Security Deposit to its full amount within ten (10) days after Landlord's written notice to Resident of the deduction and Landlord's demand that the Security Deposit be replenished in full.

**5. Parking:** Resident shall have the right to park 2 vehicles in the following parking spaces: Space #247 (the "Parking Space(s)" and/or "Garage"). Use of the Garage or Parking Space(s) for anything other than as specified in the Rules is prohibited.

**6. Occupancy:** Only the following people are permitted to live at the Premises (full name): Sabesan Saidapet Pachai (the "Occupants"). Resident agrees to use and maintain the Premises solely as a private residence for the Occupants and no other person(s) except for guests in accordance with the Rules.

**7. Use of Premises:** Resident agrees to use the Premises and all common areas in accordance with, and to otherwise comply with, the Resident Policies, Rules and Regulations (the "Rules") established by Landlord from time to time and incorporated herein by reference. Resident has reviewed a current copy of the Rules. Resident shall not, and shall make sure that his/her guests and invitees shall not (a) disturb (including, but not limited to, loud or late parties, loud playing of stereos, musical instruments, etc.), interfere, annoy, endanger or inconvenience other residents of the Community, neighbors, Landlord, Landlord's employees, agents and contractors or (b) violate any law, nor commit or permit waste or nuisance in or about the Premises or the Community or (c) permit pets on the Premises unless specifically authorized in writing by Landlord. Resident shall not have any pets in the Premises at any time without entering into a Pet Addendum with Landlord.

Adult Residents shall be responsible for the supervision and control of all visitors and minor children residing with them in the Premises or visiting with them ("Resident's Related Parties Children") while such persons are within the Premises or anywhere within the Community. Resident agrees to assume the risk of injury to Resident's Related Parties Children, and further agrees to hold Landlord and its agents harmless from any liability arising from the use of the Premises, recreational facilities or common areas by Resident's Related Parties Children. Without limiting any other indemnity contained herein, Resident agrees to fully defend and indemnify Landlord and its agents from any claim brought by or on behalf of Resident's Children. Violation of Section 7, at Landlord's option, shall be deemed a noncurable breach of this Lease.

**8. Alterations and Improvements:** Resident shall make no upgrades to, alterations of or improvements to the Premises without obtaining Landlord's prior written consent, including without limitation, painting, wallpapering, installing any other window covering, wall covering, permanent shelving and flooring, adding or changing any lock or locking device, bolt or latch on the Premises. In the event Landlord consents to any addition or change of lock, Resident shall provide Landlord with a key to any such lock or device upon installation thereof. If Landlord agrees to any such upgrade, alteration or improvement, Resident acknowledges and agrees that upon Landlord's request upon expiration of the tenancy, Resident shall, prior to vacating the Premises, remove such upgrade, alteration or improvement and restore the Premises to the condition in which it existed prior to the installation of such upgrade, alteration or improvement. Resident shall not, as a result of any upgrades, alterations or improvements installed by or on behalf of Resident, create or allow any mechanics or other lien to be placed on the Premises or the Community. If for any reason such lien is so created or placed, Resident shall, upon demand of Landlord, clear the same in a manner acceptable to Landlord and indemnify and save Landlord, the Premises and the Community free and harmless from any liability for any damage, claim, or loss arising therefrom.

## **9. Damage and Repairs:**

9.1. Notice. Resident shall give Landlord immediate written notification if repairs to the Premises may be required. If after receipt of such notice, Landlord's inspection indicates that such repairs are needed, Landlord shall repair the Premises and the cost of such repair shall be paid by Resident unless the Premises is "untenantable" as defined in California Civil Code Section 1941.1 and such condition was not caused by Resident.

9.2. Damage. Resident shall hold Landlord harmless from and shall pay on demand all reasonable costs of repair or restoration resulting from (a) any damage to or destruction of the Premises, any appliances, window coverings, carpet or other furnishings provided by Landlord, or (b) any portion of the Community resulting from any act or omission of Resident and/or Resident's guests and invitees (collectively, "Resident Damage"), including without limitation, damage or destruction resulting from leaving windows open during rains or storms, flows of water from pipes, faucets or other sources, failure to report the presence of bedbugs or other pest infestations, mold or mildew, failure to turn off gas or electrical appliances or lights when not in use, and littering of the Premises or any portion of the Community.

9.3. Insurable Events. In the event of damage to or destruction of the Premises or any portion of the Community by fire, flood, earthquake, or any other cause or causes other than Resident Damage (each, an "Insurable Event"), Landlord shall have the option to (A) treat this Lease as continuing and repair or restore the Premises to its condition before such Insurable Event; or (B) elect not to repair the damage, in which event this Lease shall terminate as provided in Landlord's written notice to Resident. After the occurrence of any Insurable Event, (a) Resident's obligation to pay Rent hereunder shall be abated in an amount which Landlord, in its sole discretion, shall determine to be proportionate to the

area of the Premises rendered unfit for use by Resident during the period of repair or restoration; and (b) Resident's sole remedy against Landlord shall be rent abatement, and Resident shall not be entitled to any other award of damages or compensation from Landlord.

9.4. Relocation. For any repairs that Landlord makes, Landlord shall have the right to cause Resident to vacate the Premises upon reasonable notice from Landlord. Resident shall not be entitled to any compensation for vacating the Premises provided Resident is temporarily or permanently relocated to another residence in the Community, other comparable rental community owned by Landlord or its affiliate or hotel.

**10. Resident Insurance Requirements:** Resident shall maintain at all times during the Term of this Lease, at Resident's sole expense, a standard type of tenant's or Renter's Homeowners insurance policy, or its equivalent, issued by a licensed insurance company. Such policy shall provide limits of liability of (i) \$100,000 personal liability, and (ii) the greater of \$10,000 or the full replacement value of Resident's personal property, or greater amounts as may be needed as determined by Resident. If Resident elects to install a satellite dish as permitted by this Lease, Resident shall maintain public liability and property damage insurance with a single combined liability limit of \$100,000.00 and property damage limit of not less than \$50,000.00 insuring against claims for bodily injury, death or property damage occurring from the installation, maintenance, operation and/or removal of the satellite dish. The policy shall name Landlord as an additional insured. Resident shall provide Landlord with proof of such insurance to Landlord's satisfaction before any satellite dish is installed. Resident hereby (a) releases Landlord and its contractors, agents, authorized representatives and employees (collectively, "Landlord's Agents") from any and all claims for damages or loss to Resident's personal property (including any deductible and including loss caused by earthquake or other Insurable Event) and from any and all claims for personal liability, damages or loss in, on or about the Premises that are caused by or result from risks that are or would be insured under Resident's insurance coverage, including, but not limited to, damage or loss caused by fire, theft, rain, water overflows and leakage, and (b) waives any and all rights of recovery and rights of subrogation against Landlord and Landlord's Agents in connection with any damage, claim or loss that is or would be covered by Resident's insurance coverage.

**11. Landlord's Liability; Resident's Indemnity:**

11.1. Limitation on Liability. To the greatest extent provided by law, Landlord and Landlord's Related Parties shall not be liable for any injury (including death) to any person caused by any use of the Premises or the Community by Resident, Resident's Related Parties, or arising from any other cause whatsoever, nor shall Landlord or Landlord's Related parties be liable for any loss or damage to any personal property belonging to Resident or located on the Premises, the Community or other facility under the control of Landlord. To the greatest extent allowed by law, Resident hereby agrees to hold Landlord and Landlord's Related Parties harmless from all liability for any such injury, loss or damage. To the extent allowed by law, Resident agrees to assume all risk of harm, and waive all claims against Landlord and Landlord's Related Parties, resulting from use of common area amenities, even if caused by the negligence of Landlord and Landlord's Related Parties. To the extent allowed by law, use of the common area amenities is at the sole risk of Resident and Resident's Related Parties.

11.2. Indemnity. Resident shall indemnify, defend and hold harmless Landlord for any liability, damage, claims for personal injury and/or property damage, cost or expense (including reasonable attorneys' fees), whether incurred by or made against Landlord, caused by the negligent, willful or intentional act or omission of Resident, Resident's guests and/or invitees. Resident also agrees that Landlord shall not be liable for matters (and this Lease shall not be terminated by any interruption or interference with services or accommodations due Resident) caused by strike, riot, orders or acts of public authorities, acts of other residents, accidents, interruption in or shortages of public utilities, the making of necessary repairs to the building of which the Premises are a part, or any other cause beyond Landlord's control. Resident shall also defend, indemnify and hold Landlord and Landlord's Agents harmless from and against any claims, costs and liabilities, including attorneys fees and costs, arising out of or in connection with (a) any storage, use and/or disposal of hazardous, toxic or radioactive matter (b) any damage or injury resulting from Resident's negligent or improper installation, maintenance, operation or removal of any satellite dish.

**12. Assignment and Subletting:** Resident shall not assign its interests under this Lease and shall not sublet all or any part of the Premises, or allow any other person or entity other than the Occupants, or guests pursuant to Section 6, to occupy or use all or any part of the Premises. Any attempted assignment, whether voluntary or involuntary, at Landlord's election, shall constitute a default.

**13. Defaults:** The following shall constitute a material default and a breach of this Lease by Resident:

A. Resident abandons or vacates the Premises prior to the end of the Term.

B. Resident fails to make any payment of Rent or any other payment required to be made by Resident hereunder, as and when due, which failure continues for a period of three (3) days after written notice thereof from Landlord to Resident.

C. Resident fails to comply with any provision of this Lease or to perform any of Resident's obligations under this Lease, including but not limited to compliance with the Rules, where such failure continues for more than three (3) days after written notice thereof from Landlord to Resident. If the breach is of a nature that cannot be cured within such three (3) day period or is deemed a noncurable breach under this Lease (e.g., illegal activity, waste, nuisance, violation of Sections 7, 12 or 13.D, etc.), then at Landlord's option, this Lease shall be terminated upon service of three days written notice to quit.

D. Resident provides false information on the Application to Rent or Resident's credit application or omits to disclose any information required by the Application to Rent or this Lease (such matter shall be deemed to be a noncurable default at the time of Landlord's discovery that any such information was false).

**14. Remedies:** In the event of any default or breach by Resident, Landlord may at anytime thereafter, with or without notice or demand, and without limiting Landlord in the exercise of any right or remedy that Landlord may have by reason of such default or breach:

A. Terminate Resident's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Resident shall immediately surrender possession of the Premises to Landlord.

B. In the event of such termination, Landlord may recover from Resident the amount provided in California Civil Code Section 1951.2, including the worth at time of the award of the amount by which (i) the unpaid Rent owing from the date Resident vacates the Premises until the end of the Lease Term (including the balance of the Lease Term after the date of judgment) exceeds (ii) the amount of such rental loss for the same period that Resident proves could be reasonably avoided.

C. Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state where the Premises are located. The expiration or termination of this Lease and/or the termination of Resident's right to possession shall not relieve Resident from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the Term or by reason of Resident's occupancy of the Premises.

D. No remedy or election under this Lease shall be deemed exclusive, but shall, wherever possible, be cumulative with all other remedies at law or in equity.

**15. Limitation of Actions and Claims:** Any claim or action of any kind by Resident against Landlord or Landlord's manager (including, but not limited to, any claims for wrongful eviction, breach of the covenant of quiet enjoyment, breach of the warranty of habitability, or violation of any rent control law) arising out of or related to this Lease shall be barred or waived unless the action, suit, administrative hearing or other proceeding is commenced within one hundred eighty (180) days after the occurrence of the matter giving rise to the action or claim. This limitation shall also apply to claims that might otherwise be asserted as a "set off," credit, cross-complaint, or defense in such action or claim or in the context of the proceeding brought by either Landlord or Resident. If any legal action or proceeding is brought by either party to enforce any part of this Lease, the prevailing party shall recover, in addition to all other relief, reasonable attorneys' fees not to exceed \$1,000, plus court costs.

**16. Disclosures:** Resident has received and reviewed a copy of the Community Disclosures as of the date of this Lease. The Community Disclosures are incorporated into the Lease by this reference.

**17. Detectors:** The smoke and carbon monoxide detection alarms in the Premises have been tested prior to Resident's move-in to insure operational performance. Resident shall not disable the smoke or carbon monoxide detection alarms. Resident is responsible for self-testing the smoke and carbon monoxide detectors on a monthly basis to insure their proper operation, and for replacing batteries as required. If the smoke or carbon monoxide detection alarms are not operational or Resident is unable to self-test the smoke or carbon monoxide detection alarm, the Resident must notify Landlord to arrange for inspection by Landlord's maintenance staff.

**18. Right of Entry:** After giving prior reasonable (not less than 24 hours) notice to Resident, Landlord may enter the Premises during normal business hours, (a) to make necessary or agreed repairs, (b) to install decorations, or to make alterations or improvements deemed necessary or desirable by Landlord, (c) to supply necessary or agreed services, (d) to show the Premises to workers and contractors and to prospective purchasers, lenders or tenants, and/or (e) to make an "initial move-out inspection" as described in the "Move-Out Guidelines". In addition, if a detached garage is included in the Premises leased to Resident, Landlord may, after giving prior reasonable (not less than 24 hours) notice to Resident, enter the Garage during business hours of the Community office to inspect the Garage for compliance with the terms of

this Lease and Rules. Landlord may enter the Premises and/or any detached garage included within the Premises without advance notice to Resident and at any time (i) in case of an emergency, (ii) when Resident has abandoned or surrendered the Premises, and/or (iii) pursuant to court order or search warrant

**19. Release of Information:** Resident hereby grants Landlord the right to disclose information contained in Landlord's lease files regarding Resident or this Lease during or following the Term as follows: (a) in connection with the filing of negative credit report information as a result of Resident's failure to pay for amounts owing hereunder, (b) pursuant to subpoena, court order, applicable law or regulation, or governmental request, or (c) where necessary for Landlord's accountants, attorneys or insurers in connection with Landlord's business operations. Nothing contained in this Lease should be construed to create any expectation of privacy by Resident regarding information pertaining to Resident, the Lease and/or information concerning Resident and/or the Lease contained in Landlord's lease files

**20. Notices, Demands, Requests And Service Of Process:**

A. All notices, demands and requests that may be or are required to be given pursuant to the provisions of this Lease may be served pursuant to California Code of Civil Procedure Section 1162. Any such notice shall be given as follows:

- i. If to Landlord, the Notice shall be sent to Annette Taula (the "Community Manager") at 70 Descanso Dr, San Jose, CA, 95134 or to such other person or to such other address as Landlord may hereafter designate by written notice.
- ii. If to Resident, the Notice shall be given to Resident at the address of the Premises specified in Section 1.1 above.

B. Service of process upon Landlord may be served as provided by law upon Landlord's authorized agent at the following address or upon such other person or at such other address as Landlord may designate by written notice: The Irvine Company, General Counsel Office, 550 Newport Center Drive, Newport Beach CA 92660 (949) 720-2000.

C. Landlord's requests and notices to any person comprising Resident constitute notice to all persons comprising Resident and all Occupants. Notices and requests from any person comprising Resident or any Occupant (including notices of lease termination, repair requests and entry permissions) constitute notice from all persons comprising Resident.

**21. Survival:** No indemnity in this Lease shall in any way limit any other indemnity contained in this Lease. Resident's obligations in Sections 2.2, 2.3, 4, 7, 8, 9, 10, 11.2, 14, 15 and 18 shall survive the expiration and/or termination of this Lease.

**22. Time:** Time is of the essence in this Lease.

**23. No Waiver:** No failure by Landlord to enforce any term of this Lease shall be deemed to be a waiver of Landlord's right to enforce such provision on the same or any future occasion, nor shall Landlord's acceptance of a partial payment of rent be deemed a waiver of Landlord's right to the full amount of rent. Landlord's acceptance of rent with knowledge of any default by Resident shall not be deemed a waiver of such default, nor shall it limit Landlord's rights, including Landlord's rights to terminate the Lease, Landlord's rights under any notices served upon Resident, or Landlord's right to file and prosecute an unlawful detainer action.

**24. Interpretation:** Headings at the beginning of each section are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Lease. The singular form shall include the plural, and vice versa. In the event of any conflict between the terms and provisions of this Lease and applicable California law, California law shall control, unless waived herein. If any provision of this Lease, or its application to any person, place or circumstance, is held by an arbitrator or court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced to the fullest extent permitted by law, and the remainder of this Lease and such provision(s), as applied to other persons, places and circumstances, shall remain in full force and effect.

**25. Entire Agreement:** This Lease, together with the Rules and Disclosures, constitutes the entire agreement between Landlord and Resident. The parties consider each and every term, covenant and provision of this Lease to be material and reasonable. This Lease supersedes any and all oral or written representations or agreements that may have been made by either party prior to or on the date Landlord and Resident execute this Lease. Any modification to the terms of this Lease must be in writing and signed by both Landlord and Resident to be effective and enforceable.

RESIDENT:

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_


LANDLORD:

The Irvine Company LLC

By: The Irvine Company Apartment Communities, Inc.,  
a Delaware corporation, its duly authorized agent


By: \_\_\_\_\_

Acceptance by : HEAD OF HOUSEHOLD

 SABESAN SAIDAPET PACH 09/15/2013

ID : 31CA5270-9EF1-4D16-BDEE-E2E0AA29E9E3

Acceptance by : IC - ESIGNATURE

 ANNETTE TAUALA 09/16/2013

ID : A9E17F3C-D622-4EF1-AAF1-DC8F09022CBD