FORM ER-1
4/2018

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Apr 26 2022

DOCKET NO. ER-136 ,SUB 0

FILING FEE RECEIVED _____

BEFORE THE NORTH CAROLINA UTILITIES COMMISSION

APPLICATION FOR CERTIFICATE OF AUTHORITY TO RESELL ELECTRIC SERVICE IN ACCORDANCE WITH G.S. 62-110(h) and NORTH CAROLINA UTILITIES COMMISSION CHAPTER 22

INSTRUCTIONS

If additional space is needed, supplementary sheets may be attached. If any section does not apply, write "not applicable."

Utility laws, the Commission's Rules, and other information may be accessed at http://www.ncuc.net/index.htm

APPLICANT

1. Name of owner: NCST LP
   (Individual name if the owner is a sole proprietor or business name if not a sole proprietor.)
2. Type of Business Entity: Limited Partnership
3. Business mailing address of owner: 575 5th Avenue, Suite 3005
   City and state: New York, New York Zip code: 10017
4. Business telephone number: 919-739-2589 Business fax number: _____
5. Business email address: sgrover@peakcampus.com
6. Person to Contact Concerning this Application (Name, Telephone, and Email):
   Darylene Jacobs: 972-810-2138; Email: darylene.jacobs@realpage.com

PROPOSED UTILITY SERVICE AREA
(Attach additional sheets if more than one property)

7. Name of Single-Family Dwelling, Residential Building, or Apartment Complex (hereinafter leased premises):
   Latitude on Hillsborough
8. Street Address of leased premises: 5701 Hillsborough Street, Raleigh, North Carolina 27606
9. County: Wake
10. Name, address and telephone number of the supplier of electricity: Duke Energy, 550 S. Tryon St. Charlotte, NC 28202
    Phone: (800) 777-9898
11. Number of lessees that can be served at this leased premises: 502 (See Exhibit 30)

RESALE PROVISIONS

12. Describe the method Applicant proposes to use to allocate the supplier's individual electric bill for a unit among all the lessees in the unit (NCUC Rule R22-5): (Note: if it is a single-family dwelling or residential building, there may be no allocation method): See Line 12 exhibit for Applicant's proposed allocation method.

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13. Monthly administrative fee per bill: $3.75

(Pursuant to NCUC Rule R22-5(d), no more than $3.75 per month, the maximum amount authorized for water resellers by NCUC Rule R18-6, may be added as an administrative fee to the cost of electric service. The amount of the administrative fee, up to the maximum amount, should be justified by Applicant's actual costs.)

14. Bills will be past due 25 days after they are mailed or otherwise delivered to lessees. (NCUC Rule R22-7(e) specifies that bills shall not be past due less than twenty-five (25) days after mailing or other delivery to lessees.)

15. Late fee amount: $0 (Pursuant to NCUC Rule 22-5(d) and (e), a late fee of no more than 1% per month of the balance in arrears may be assessed.)

16. Returned check charge: $25.00 (Pursuant to NCUC Rule 22-5(f) and G.S. 25-3-506, a returned check fee of no more than $25.00 may be assessed.)

17. Statement of Applicant's plans for retention and availability of records (see NCUC Rule R22-6(a) and (b)):

See Line 17 exhibit for retention and availability of records

PERSONS TO CONTACT

	NAME	ADDRESS	TELEPHONE
18. Management:	Peak Campus	2970 Clairmont Rd, NE, Suite 310 Atlanta, Georgia 30329 Email sgrover@peakcampus.com	404-920-5300
19. Complaints or Billing:	SimpleBills	220 South 2nd Street, Suite 2020 Waco, Texas 76701 Email info@simplebills.co	254-230-0199
20. Emergency Service:	Brennan McClimon	5701 Hillsborough Street Raleigh, North Carolina 27606 Email bmcclimon@peakcampus.com	919-739-2589
21. Filing and Payment of Regulatory Fees to NCUC:	Sara Grover	5701 Hillsborough Street Raleigh, North Carolina 27606 Email sgrover@peakcampus.com	919-739-2589

OTHER PROVISIONS

22. Applicant must notify the Commission in writing within 30 days following the change of any information supplied on this form.
23. Applicant must also file quarterly Regulatory Fee Reports and make regulatory fee payments. Details are set out in NCUC Rule R15-1.

REQUIRED EXHIBITS

24. If Applicant is a corporation, LLC, LP, or other legal business entity, enclose a copy of the certification from the North Carolina Department of the Secretary of State (Articles of Incorporation or Application for Certificate of Authority for Limited Liability Company, etc.). (**Must match name on Line 1 of application**.)
25. If Applicant is a partnership, enclose a copy of the partnership agreement. (**Must match name on Line 1 of application**.)

26. Enclose a copy of a Warranty Deed showing that the Applicant has ownership of all the property necessary to operate the utility. (**Must match name on Line 1 of application.**)
27. Enclose a vicinity map showing the location of the leased premises in sufficient detail for someone not familiar with the county to locate the leased premises. (A county roadmap with the leased premises outlined is suggested.)
28. Enclose a copy of the supplier's schedule of rates that will be charged to the Applicant for electric service.
29. Enclose a copy of any agreements or contracts that Applicant has entered into covering the provision of billing and collections services to the leased premises.
30. Indicate the number of apartment buildings, residential buildings, or single-family dwellings to be served, the number of units in each apartment building or residential building, and the number of bedrooms in each unit.
31. Enclose a copy of the template or form used for billing statements.
32. Enclose a copy of all forms used for the lease to lessees, including a statement of which parts of the lease relate to billing for electric service.

FILING INSTRUCTIONS

33. Electronic filing is available at www.ncuc.net for application submittal, or mail one (1) original application with required exhibits and original **notarized signature**, plus three (3) additional collated copies to:

USPS Address:	OR	Overnight Delivery at Street Address:
Chief Clerk's Office		Chief Clerk's Office
North Carolina Utilities Commission		North Carolina Utilities Commission
4325 Mail Service Center		430 North Salisbury Street
Raleigh, North Carolina 27699-4300		Raleigh, NC 27603-5918

34. Enclose a filing fee as required by G.S. 62-300. A Class A utility (annual electricity revenues of $1,000,000 or more) requires a $250 filing fee. A Class B utility (annual electricity revenues between $200,000 and $1,000,000) requires a $100 filing fee. A Class C utility (annual electricity revenues less than $200,000) requires a $25 filing fee. **MAKE CHECK PAYABLE TO N.C. DEPARTMENT OF COMMERCE/UTILITIES COMMISSION.**

SIGNATURE

35. Application shall be signed and verified by an authorized representative of Applicant.

Signature: Sara Grover

Printed Name: Sara Grover

Title: Property Manager

Date: 2/17/22

36. (Typed or Printed Named) Sara Grover, personally appearing before me and, being first duly sworn, says that the information contained in this application and in the exhibits attached hereto is true to the best of his/her knowledge and belief.

This the 17th day of February, 2022.

Lisa A. McDermott

Signature of Notary Public

Lisa A. McDermott

Name of Notary Public – Typed or Printed

My Commission Expires: 12-13-22
Date

(NOTARY SEAL)

LISA A MCDERMOTT
Notary Public - State of New York
NO. 01MC6232438
Qualified in Onondaga County
My Commission Expires 12-13-22

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Line 12 – Statement of Applicant's Proposed Method of Allocation

The Company shall equally divide the actual amount charged by the Supplier for the Unit as a whole less any amount charged by the Supplier that is not recoverable from tenants, such as connection or disconnection charges, provider late fees, or amounts attributed to excess usage as provided in Rule R22-7(f) of the Rules and Regulations of the North Carolina Utilities Commission and shall send one bill to Customer each month ("Service"). The amount charged shall be prorated when one or more tenants have not leased the Unit for the same number of days as the other tenants in the Unit during the billing period. The proration shall be determined on the basis of tenant-days; for example, if one tenant has occupied a Unit for 30 days during a month, another has occupied it for 20 days, and a third for 10 days, then the total number of tenant-days for the month is 60, and the three tenants shall be charged one-half (30/60), one-third (20/60) and one-sixth (10/60) of the total bill, respectively.

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Line 17

Statement of Applicant's plans for retention and availability of records

Electronic copies of supplier's utility bills along with lessee's monthly statements will be kept on cloud-based software at the apartment leasing office and corporate office for a minimum of 36 months. Records are available upon request to the onsite management office during regular business hours by the NCUC Public Staff. Lessees have the right to make a written request to examine the records pertaining to the lessee's account during regular business hours. Onsite management office will respond to the written request within 3 business days after receiving said request. Resident may obtain a copy of the records at a reasonable cost, not to exceed 25¢per page.

If the lessee and the property management can't reach an agreement within 10 business days, the lessee may contact the Public Staff - North Carolina Utilities Commission, Consumer Service Division, at (866) 380-9816 (toll-free) or (919) 733-9277 or may write to the Public Staff – North Carolina Utilities Commission, Consumer Services Division, at 4326 Mail Service Center, Raleigh, North Carolina 27699-4300 for assistance in resolving the dispute. This last paragraph is included on the lessee's statement from the provider.

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Exhibit 24

SOSID: 2366506
Date Filed: 3/1/2022 1:46:00 PM
Elaine F. Marshall
North Carolina Secretary of State
C2022 046 01758

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State of North Carolina
Department of the Secretary of State

APPLICATION FOR REGISTRATION AS A FOREIGN LIMITED PARTNERSHIP

Pursuant to §59-902 of the General Statutes of North Carolina, the undersigned hereby submits this application for Registration as a Foreign Limited Partnership for the purpose of obtaining a Certificate of Authority to transact business in this State.

1. The name of the foreign limited partnership is: NCST LP.

2. If the name of the foreign limited partnership is unavailable for use in the State of North Carolina, the name the limited partnership wishes to use is: _____.
(The name must contain the words "Limited Partnership," or the abbreviation "L.P." or "LP," or the combination "Ltd. Partnership".)

3. The jurisdiction in which the limited partnership was formed is DE and the date of formation was 12/14/2021. The limited partnership's period of duration is Perpetual.

4. The street address of the principal office is:

   Number and Street: 5701 Hillsborough St.

   City: Raleigh State: NC Zip Code: 27606 County: Wake

   The mailing address, ***if different from the street address,*** of the principal office:

   Telephone: _____

   Number and Street: _____

   City: _____ State: _____ Zip Code: _____ County: _____

5. Name of Registered Agent: COGENCY GLOBAL INC.

6. Address of Registered Agent's Office:

   Number and Street: 212 South Tryon Street, Suite 1000

   City: Charlotte State: NC Zip Code: 28281 County: Mecklenburg

   The mailing address, ***if different from the street address,*** of the registered office:

   Number and Street: _____

   City: _____ State: NC Zip Code: _____ County: _____

NOTES:
Filing fee is $50. This document must be filed with the Secretary of State.

7. In consideration of the issuance of a Certificate of Authority to transact business in North Carolina, the limited partnership appoints the Secretary of State of North Carolina as the agent to receive service of process, notice or demand, whenever the foreign limited partnership fails to appoint or maintain a registered agent in this State, or whenever such registered agent cannot with reasonable diligence be found at the registered office.

8. (Optional): Please provide a business e-mail address: _____.
The Secretary of State's Office will e-mail the business automatically at the address provided at no charge when a document is filed. The e-mail provided will not be viewable on the website. For more information on why this service is being offered, please see the instructions for this document.

9. Enter the name and address of each general partner: (attach additional sheets if necessary)

Name NCST SM LLC c/o Property Manager	Name _____
Street/No. 5701 Hillsborough St.	Street/No. _____
City Raleigh	City _____
State/Zip NC, 27606	State/Zip _____

10. Limited Partners (select 1 or 2, as appropriate)

[ ] Attached is a list of the names and addresses of all limited partners (include full name/street address/city/state/zip code/county); or

X The location of the office where list of the names and addresses of the limited partners and their capital contributions will be kept as long as the limited partnership transacts business in North Carolina is:

Number and Street: 5701 Hillsborough St.

City: Raleigh State: NC Zip Code: 27606 County: Wake

11. (Select one)

[ ] The foreign limited partnership is a foreign limited liability limited partnership.

[X] The foreign limited partnership is not a foreign limited liability limited partnership.

12. This registration will be effective upon filing, unless a future date and/or time is specified: _____

Eaton Zhou
Typed or printed name

Signature

Authorized Signatory on behalf of the General Partner
Title

NOTES:
Filing fee is $50. This document must be filed with the Secretary of State.

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Exhibit 25

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NCST LP

AGREEMENT OF LIMITED PARTNERSHIP

Dated: as of December 14, 2021

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AGREEMENT OF LIMITED PARTNERSHIP

OF

NCST LP

THIS AGREEMENT OF LIMITED PARTNERSHIP, dated as of December 14, 2021, of NCST LP (the "Partnership") is entered into between NCST SM LLC, a Delaware limited liability company, as general partner (the "General Partner"), and NCST REIT LLC, a Delaware limited liability company, as the initial limited partner (the "Limited Partner" and together with the General Partner, the "Partners").

RECITAL

The General Partner and the Limited Partner desire to form a limited partnership under and pursuant to the Delaware Revised Uniform Limited Partnership Act, Delaware Code Annotated, 6 Del. C. § 17-101 et seq. (as from time to time amended and including any successor statute of similar import, the "Act"). The General Partner filed a certificate of limited partnership with the Secretary of State of the State of Delaware (the "Secretary of State") on December 14, 2021.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

ARTICLE 1
DEFINITIONS

Capitalized terms used in this Agreement shall have the meanings set forth below or in the section of this Agreement referred to below:

"Act" has the meaning ascribed to such term in the Recitals.

"Affiliate" as applied to any Person, means any other Person directly or indirectly controlling, controlled by, or under common control with, that Person. For the purposes of this definition, "control" (including with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management (other than property management) and policies of that Person, whether through the ownership of voting securities, partnership interests or by contract or otherwise.

"Agreement" means this Agreement of Limited Partnership, including all schedules and exhibits hereto, as it and they may be amended, restated or supplemented from time to time as herein provided.

"Available Cash" means the excess of (i) the cash and short-term investments of the Partnership over (ii) any reserves established from time to time by the General Partner.

"Certificate of Limited Partnership" means the Certificate of Limited Partnership of the Partnership filed with the Secretary of State on December 14, 2021, as amended or amended and restated from time to time.

"Code" means the Internal Revenue Code of 1986, as amended from time to time. Each reference to the Code shall be deemed to include (a) any successor internal revenue law and (b) the Treasury Regulations.

"Entity" means any partnership, corporation, joint venture, trust, limited liability company, business trust, cooperative, association or governmental unit.

"Fiscal Year" has the meaning ascribed to such term in Section 4.2.

"General Partner" has the meaning ascribed to such term in the introductory paragraph of this Agreement.

"Limited Partner" has the meaning ascribed to such term in the introductory paragraph of this Agreement.

"Liquidating Transaction" has the meaning ascribed to such term in Section 6.2.

"Partner" has the meaning ascribed to such term in the introductory paragraph of this Agreement.

"Partnership" has the meaning ascribed to such term in the introductory paragraph of this Agreement.

"Partnership Interest" means the interest of each Partner in the Partnership, as expressed on Schedule A opposite the Partner's name.

"Person" means any individual or Entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such individual or Entity where the context so permits.

"Secretary of State" has the meaning ascribed to such term in the Recitals.

"Treasury Regulations" means the federal income tax regulations, including any temporary or proposed regulations, promulgated under the Code, as such Treasury Regulations may be amended from time to time (it being understood that all references herein to specific sections of the Treasury Regulations shall be deemed also to refer to any corresponding provisions of succeeding Treasury Regulations).

ARTICLE 2
FORMATION OF LIMITED PARTNERSHIP

2.1 Formation. The Partners, by execution of this Agreement, hereby enter into and join together in, and do hereby form, the Partnership as a limited partnership under and pursuant to the Act.

2.2 Partnership Name. The name of the Partnership shall be "NCST LP". The business of the Partnership shall be conducted under such name or such other names as may from time to time be established by the General Partner.

2.3 Certificate of Limited Partnership, Etc. The Partners hereby agree to execute, and the General Partner agrees to file and record, all such certificates and documents, including amendments to the Certificate of Limited Partnership, and to cause to be done such other acts as may be necessary or appropriate to comply with all requirements for the formation, continuation and operation of a limited partnership, the ownership of property and the conduct of business under the laws of the State of Delaware and any other jurisdiction in which the Partnership may own property or conduct business.

2.4 Principal Business Office, Registered Office and Registered Agent. The principal business office of the Partnership is located at 168 Robinson Road, #30-01 Capital Tower, Singapore 068912. The registered office of the Partnership is c/o Cogency Global Inc., 850 New Burton Road, Suite 201, Dover, Delaware 19904. The registered agent for service of process on the Partnership is Cogency Global Inc., whose address is 850 New Burton Road, Suite 201, Dover, Delaware 19904. The principal business office, the registered office and the registered agent of the Partnership may be changed from time to time by the

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General Partner and in accordance with the then applicable provisions of the Act and any other applicable laws.

2.5 Term of Partnership. The term of the Partnership shall commence on the date of the initial filing of the Certificate of Limited Partnership with the Secretary of State, and shall continue in perpetuity unless the Partnership is sooner dissolved and terminated pursuant to Article X.

2.6 Purposes. The purpose for which the Partnership is formed is to acquire, own, operate, lease, improve, renovate and manage real property and the improvements thereon and to engage in any lawful activity for which limited partnerships may be formed under the Act, and to conduct such activities as are necessary, incidental or appropriate in connection therewith.

2.7 Powers. In furtherance of its purposes, but subject to any other limitations in this Agreement, the Partnership shall have the power and is hereby authorized to:

(a) acquire by purchase, lease, contribution of property or otherwise and own, hold, sell, convey, transfer or dispose of real or personal property or securities or other interests in Entities which own or hold, directly or indirectly, real property or interests in businesses or ventures which may be necessary, convenient or incidental to the accomplishment of the purposes of the Partnership;

(b) operate, purchase, maintain, finance, improve, expand, own, sell, convey, assign, mortgage, lease or demolish or otherwise dispose of real or personal property or securities or other interests in Entities which own or hold, directly or indirectly, real property or interests in businesses or ventures which may be necessary, convenient or incidental to the accomplishment of the purposes of the Partnership;

(c) borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Partnership, and secure the same by mortgage, pledge or other lien on the assets of the Partnership;

(d) invest any funds of the Partnership pending distribution or payment of the same pursuant to the provisions of this Agreement;

(e) prepay in whole or in part, refinance, recast, increase, modify or extend any indebtedness of the Partnership and, in connection therewith, execute any extensions, renewals or modifications of any mortgage or security agreement securing such indebtedness;

(f) enter into, perform and carry out contracts of any kind, including, without limitation, contracts with any Affiliate of any Partner and contracts in respect of rendering operating or management services or in respect of acting as a manager to any Person or Persons necessary to, in connection with, or incidental to the accomplishment of the purposes of the Partnership;

(g) establish reserves for capital expenditures, working capital, debt service, taxes, assessments, insurance premiums, repairs, improvements, depreciation, depletion, obsolescence and general maintenance of buildings and other property out of the rents, profits or other income received;

(h) employ or otherwise engage employees, managers, contractors, advisors and consultants and pay reasonable compensation for such services;

(i) enter into partnerships, limited liability companies or other ventures with other Persons in furtherance of the purposes of the Partnership; and

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(j) do such other things and engage in such other activities related to the foregoing as may be necessary, convenient or advisable with respect to the conduct of the business of the Partnership, and have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act.

ARTICLE 3
PARTNERSHIP INTERESTS AND CAPITAL CONTRIBUTIONS; ADDITIONAL LIMITED PARTNERS

3.1 Partnership Interests and Capital Contributions. The General Partner shall have no obligation to make any capital contribution to the Partnership and shall not acquire a partnership interest in the Partnership. The Limited Partner contributed or caused to be contributed, to the capital of the Partnership, cash or other property, in such amounts as is set forth on the books of the Partnership, and the Limited Partner may from time to time contribute or cause to be contributed to the Partnership such additional money or property as the Limited Partner, with the consent of the General Partner, may desire to contribute. Notwithstanding any other provision of this Agreement, at no time shall the Limited Partner be required to contribute additional capital to the Partnership.

3.2 Additional Limited Partners. The General Partner shall not admit any additional limited partners to the Partnership without the prior written consent of the Limited Partner.

ARTICLE 4
FISCAL MATTERS

4.1 Books. The Partnership's and each of its subsidiaries' financial records and books shall be maintained at the principal office of the Partnership and the Partners shall, at all times, have reasonable access thereto at the Partners' expense for any purpose reasonably related to the Partners' Partnership Interests. In the event of a liquidation of the Partnership, for a period of 3 years thereafter, all accounts, books and other relevant Partnership documents shall be maintained. Upon reasonable request, the Partners shall have the right, during ordinary business hours, to inspect and copy such documents of the Partnership or its subsidiaries.

4.2 Fiscal Year. The Partnership's fiscal year (the "Fiscal Year") shall be the 12 month period ending March 31, and the Partnership's taxable year shall be the 12 months period ending December 31.

ARTICLE 5
ALLOCATIONS

5.1 Allocation of Profit and Loss. The profit and loss of the Partnership for each Fiscal Year shall be allocated to the Limited Partner. For purposes of determining profit, loss or any other items allocable to any period, profit, loss and any such other items shall be determined on a daily, monthly or other basis, as determined by the General Partner, with the prior written consent of the Limited Partner, using any permissible method under the Code and the Treasury Regulations.

5.2 Tax Allocations. All items of income, gain, loss, deduction or credit shall be attributed to the Limited Partner.

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ARTICLE 6
DISTRIBUTIONS

6.1 Distributions Other Than Proceeds of Any Liquidating Transaction. Subject to Section 6.2, Section 18-607 of the Act and any other applicable law, Available Cash shall be applied and distributed from time to time, as the General Partner shall determine, to the Limited Partner.

6.2 Proceeds of Any Liquidating Transaction. Upon the occurrence of any transaction (a "Liquidating Transaction") involving the sale or other disposition of all or substantially all of the assets of the Partnership, all Available Cash resulting therefrom (or from any other source during the period of winding up of the Partnership) shall be applied first to the payment of any debts or liabilities of the Partnership to creditors (including, as applicable, the Limited Partner in its capacity as a creditor) or to the funding of reserves for debts or liabilities not then due and owing and for contingent liabilities to the extent deemed reasonable by the General Partner; and second to the Limited Partner. It is understood and agreed that all payments under this Section 6.2 shall be made as soon as reasonably practicable.

ARTICLE 7
RIGHTS AND OBLIGATIONS OF LIMITED PARTNER

7.1 Limited Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Partnership, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Partnership, and no Limited Partner nor any officer of the Partnership shall be obligated personally for any such debt, obligation or liability of the Partnership by reason of being a Limited Partner or an officer of the Partnership. No Limited Partner shall be required to lend any funds to the Partnership.

7.2 No Control. The Limited Partner shall not participate in the management or control of the business of, or transact any business for, the Partnership. The Limited Partner shall have no power to sign for or bind the Partnership. The Limited Partner shall not have the right to have the Partnership dissolved or liquidated or to have its capital contributions returned except as provided in this Agreement. The Limited Partner shall, however, have the approval rights expressly set forth in this Agreement.

ARTICLE 8
RIGHTS AND OBLIGATIONS OF GENERAL PARTNER

8.1 Rights and Obligations. Except as expressly limited by the provisions of this Agreement, the General Partner shall have complete and exclusive discretion in the management and control of the affairs and business of the Partnership and all powers necessary, desirable, convenient or appropriate to carry out the purposes, conduct the business, exercise the powers and administer the affairs of the Partnership. The General Partner shall possess and enjoy, subject to the provisions of this Agreement, with respect to the Partnership all of the rights and powers of a partner of a partnership without limited partners to the extent permitted by Delaware law.

8.2 Appointment of Officers.

(a) The General Partner may appoint a President, one or more Vice Presidents, a Treasurer and a Secretary and such other officers of the Partnership as it shall deem appropriate, each of which may, except to the extent otherwise provided by the General Partner, have the powers attendant to a similar officer of a Delaware corporation; provided, however, that no such appointment by the General Partner by itself shall cause the General Partner to cease to be a "general partner" of the Partnership within the meaning of the Act or this Agreement or restrict the ability of the General Partner to exercise the powers so delegated.

(b) Subject to the express provisions of this Agreement, the General Partner shall have the authority to authorize any one or more of the officers, employees or agents of the General Partner or the Partnership to execute on behalf of the Partnership, as its authorized signatory, such agreements, contracts, instruments and other documents as it shall from time to time approve, such approval to be conclusively evidenced by the certification by any officer of the General Partner of a resolution adopted by the General Partner authorizing execution by such person of such document, including, without limitation: (i) checks, drafts, notes and other negotiable instruments; (ii) deeds of trust and assignments of rights; (iii) contracts for the sale of assets or contracts relating to consulting, advisory or management services, deeds, leases, assignments and bills of sale; and (iv) loan agreements, mortgages, security agreements, pledge agreements and financing statements. The signature of any such officer, employee or agent on any such instrument, agreement, contract, lease, conveyance or document, or upon any check, draft, note or other negotiable instrument, shall be sufficient to bind the Partnership in respect thereof and shall conclusively evidence the authority of the Board with respect thereto, and no third person need look to the application of funds or authority to act or require the joinder or consent of any other party.

8.3 Limited Liability; Indemnification. Neither the General Partner nor any director, officer or other employee of the General Partner or the Partnership shall be liable to any other Person who has an interest in the Partnership for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such director, officer or other employee in good faith on behalf of the Partnership and in a manner reasonably believed to be within the scope of the authority conferred on such director, officer or other employee by this Agreement, except that any director, officer or other employee of the General Partner or the Partnership shall be liable for any such loss, damage or claim incurred by reason of such Person's gross negligence or willful misconduct. To the full extent permitted by applicable law, any director, officer or other employee of the General Partner or the Partnership shall be entitled to indemnification from the Partnership for any loss, damage or claim by reason of any act or omission performed or omitted by such Person in good faith on behalf of the Partnership and in a manner reasonably believed to be within the scope of the authority conferred on such Person by this Agreement, except that no director, officer or other employee of the General Partner or the Partnership shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Person by reason of such Person's gross negligence or willful misconduct; provided, however, that any indemnity under this Section 8.3 shall be provided out of and to the extent of Partnership assets only, and no Partner shall have personal liability on account thereof. No amendment or repeal of this Section 8.3, or (to the maximum extent permitted by applicable law) no amendment to the Act shall apply to or have any effect on the liability or alleged liability of any director, officer or other employee of the General Partner or the Partnership for or with respect to any acts or omissions of such Person occurring prior to such amendment or repeal.

8.4 No Fiduciary Duties. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement or in any agreement contemplated herein or applicable provisions of law or equity or otherwise, the General Partner shall not (i) be deemed to have any fiduciary or other duties (including any duty of care or duty of loyalty) to the Partnership or the Limited Partner or any other Person, or (ii) be obligated to do or perform any act or thing in connection with the Partnership not expressly set forth in this Agreement, and to the fullest extent permitted by law, the Limited Partner hereby agrees not to make or threaten to make (and, if requested, shall cause their Affiliates to irrevocably and unconditionally waive), any claim or bring any action, suit or other proceeding or take any similar action, in each case alleging that the General Partner shall have breached any fiduciary or other duty to the Partnership, the Limited Partner or any other Person. To the extent that, at law or in equity, the General Partner or any Affiliate thereof or any director, officer, shareholder, employee, agent or representative of the Partnership or the General Partner or such Affiliate has duties (including fiduciary duties) and liabilities to the Partnership or to the Limited Partner, no such Person shall be liable to the Partnership or to the Limited Partner for its good faith reliance on the provisions of this Agreement. The Partners agree that the duties

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and liabilities of any such Person otherwise existing at law or in equity, to the extent that they are expanded or restricted by the provisions of this Agreement, replace such other duties and liabilities of such Person.

8.5 Evidence of Authority, Etc. Any Person dealing with the Partnership may rely on a certificate signed by any officer of the General Partner or the Partnership as to:

(a) the identity of the Partners or the officers, employees or agents of the Partnership;

(b) the existence or nonexistence of any fact or facts that constitute conditions precedent to acts by the General Partner or any officer, employee or agent, or that are in any other manner germane to the affairs of the Partnership;

(c) the identity of any Person that is authorized to execute and deliver any instrument or document on behalf of the Partnership;

(d) the authenticity of a copy of this Agreement and amendments hereto;

(e) any act or failure to act by the Partnership or as to any other matter whatsoever involving the Partnership, the Partners, or any director, officer, employee or agent of the General Partner or the Partnership; and

(f) the authority of the General Partner or any officer, employee or agent of the General Partner or the Partnership or any other Person to act on behalf of the Partnership.

8.6 Other Business, Etc.

(a) The Partners and any Affiliate thereof may engage in or possess an interest in other business ventures unconnected with the Partnership of every kind and description, independently or with others, and the Partnership shall not have any rights in or to such independent ventures or the income or profits therefrom by virtue of this Agreement.

(b) Unless otherwise approved by the General Partner, no Person shall use any proprietary or confidential information owned by the Partnership other than for the benefit of the Partnership, whether or not such Person is and remains a Partner, an Affiliate, or a director, officer or employee of the General Partner or the Partnership.

ARTICLE 9
TRANSFERS OF PARTNERSHIP INTERESTS

No Partner may transfer its interest in the Partnership without the prior written consent of all other Partners.

ARTICLE 10
TERMINATION

10.1 Dissolution and Winding Up. The Partnership shall be dissolved and its affairs wound up on the first to occur of the following:

(a) an election to dissolve the Partnership made in writing by the General Partner with the consent of the Limited Partner;

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(b) the withdrawal, removal or occurrence of another event that causes the General Partner to cease to be a general partner of the Partnership under the Act, unless (x) at the time there is at least one other general partner of the Partnership and such general partner agrees to continue the business of the Partnership and said general partner of the Partnership does continue the business of the Partnership or (y) within ninety (90) days after the occurrence of such event, the Limited Partner agrees in writing to continue the business of the Partnership and to the appointment, effective as of the date of such event, of one or more additional general partners; or

(c) any other event which causes the dissolution and/or winding-up of the Partnership under the Act.

Dissolution of the Partnership shall be effective on the day on which the event occurs giving rise to the dissolution, but the Partnership shall not terminate until the assets of the Partnership shall have been distributed as provided herein and a certificate of cancellation shall have been filed with the Secretary of State.

10.2 Distributions Upon Dissolution. Upon the dissolution of the Partnership, the General Partner, or if there is none, such other person as is required by law to wind up the Partnership's affairs, shall proceed with the liquidation of the Partnership (including, without limitation, the distribution of the assets of the Partnership in accordance with the Act). During the period of dissolution and winding up of the Partnership, the General Partner or any person performing such action may exercise all of the powers granted to the General Partner herein, and may adopt such plan, method or procedure as may be deemed reasonable in order to effectuate an orderly winding-up.

ARTICLE 11
MISCELLANEOUS

11.1 Notices.

(a) Any and all notices, consents, offers, elections and other communications required or permitted under this Agreement shall be deemed adequately given only if in writing and the same shall be delivered either in hand or by mail or Federal Express or similar expedited commercial carrier, addressed to the recipient of the notice, postage prepaid and registered or certified with return receipt requested (if by mail), or with all freight charges prepaid (if by Federal Express or similar carrier).

(b) All notices, demands and requests to be sent hereunder shall be deemed to have been given for all purposes of this Agreement upon the date of receipt or refusal.

(c) All such notices, demands and requests given to any Partner shall be addressed to the address set forth on Schedule A hereto or to such other United States address as such Partner may have designated for itself by written notice to the Partnership in the manner herein prescribed, except that notices of change of address shall be effective only upon receipt.

11.2. Word Meanings. The words such as "herein," "hereinafter," "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires.

11.3. Binding Provisions. The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, executors, administrators and legal representatives or successors and assigns, as the case may be, of the party hereto.

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11.4. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware. In the event of a conflict between any provision of this Agreement and any non-mandatory provision of the Act, the provision of this Agreement shall control and take precedence.

11.5. Separability of Provisions. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

11.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement.

11.7. Entire Agreement. This Agreement constitutes the entire understanding of the Partners and the Partnership with respect to the transactions contemplated herein and supersedes all prior understandings or agreements in respect of such transactions.

11.8 Amendments. This Agreement shall not be amended except with the prior written consent of each Partner. Any consent may be given subject to satisfaction of conditions stated therein.

11.9 Partition. No Partner nor any successor-in-interest to any Partner shall have the right while this Agreement remains in effect to have any property of the Partnership partitioned, or to file a complaint or institute any proceeding at law or in equity to have such property of the Partnership partitioned and each Partner, on behalf of such Partner and such Partner's successors, representatives, heirs and assigns, hereby waives any such right. It is the intention of the Partners that the rights of the parties hereto and their successors-in-interest to Partnership property, as among themselves, shall be governed by the terms of this Agreement, and that the rights of the Partners and their successors-in-interest to assign, transfer, sell or otherwise dispose of any interest in the Partnership shall be subject to the limitations and restrictions set forth in this Agreement.

11.10 Tax Principles. The Partners acknowledge that as of the date hereof, the Partnership is a "disregarded entity" for federal income tax purposes pursuant to Sections 301.7701-2 and 301.7701-3 of the Treasury Regulations (and corresponding provisions of state income tax law). All provisions of the Certificate of Limited Partnership and this Agreement are to be construed so as to preserve that tax status. After the date hereof, if the Partnership's classification changes (e.g., through the admission of an additional partner) and the Partnership is deemed to be a partnership for federal income tax purposes, this Agreement shall be amended accordingly to reflect the same.

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement under seal as of the day and year first above written.

GENERAL PARTNER:

NCST SM LLC

By: _____
Name: Eaton Zhou
Title: Authorized Signatory

LIMITED PARTNER:

NCST REIT LLC

By: _____
Name: Eaton Zhou
Title: Member

[Signature Page to NCST LP Agreement of Limited Partnership]

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SCHEDULE A

Name and Address	Partnership Interest
General Partner:	
NCST SM LLC 168 Robinson Road, #30-01 Capital Tower Singapore 068912	0%
Limited Partner:	
NCST REIT LLC 168 Robinson Road, #30-01 Capital Tower Singapore 068912	100%

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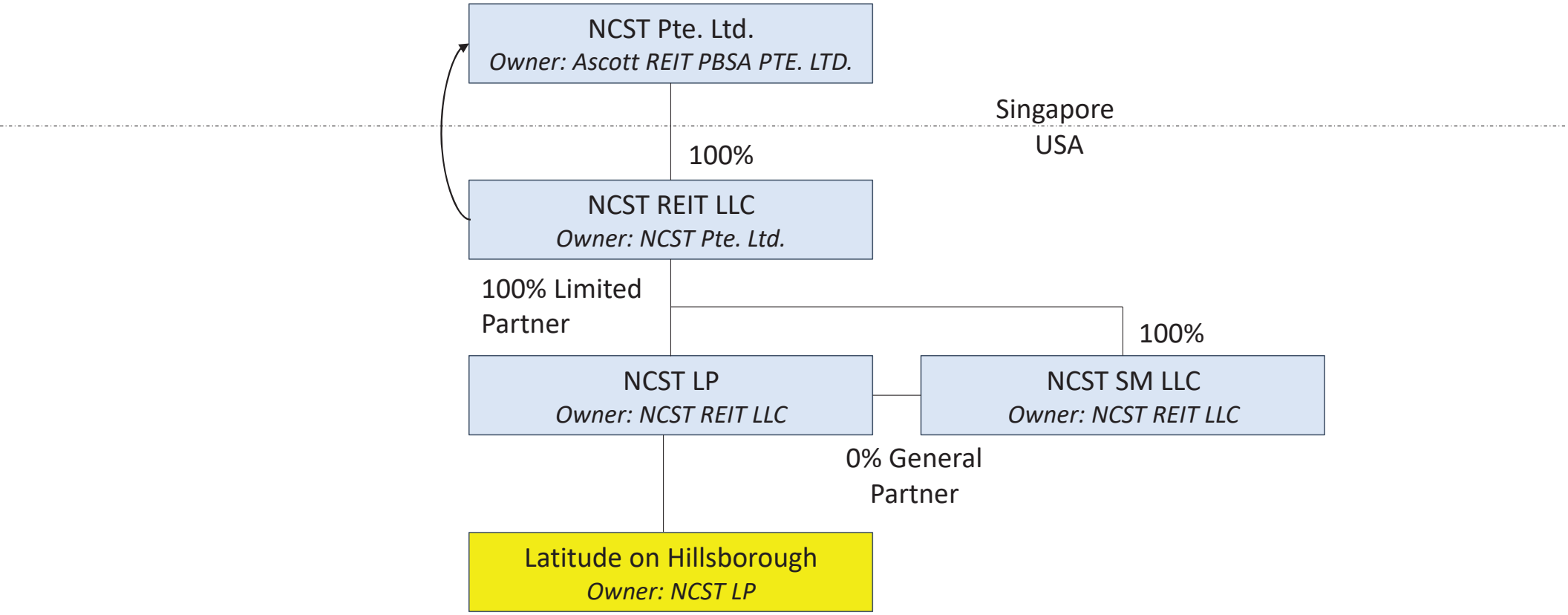
Exhibit 25 - Organization Chart



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WAKE COUNTY, NC
TAMMY L. BRUNNER
REGISTER OF DEEDS
PRESENTED & RECORDED ON
01-05-2022 AT 16:36:08
STATE OF NC REAL ESTATE
EXCISE TAX: $128,000.00
BOOK: 018872 PAGE: 00830 - 00835

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Exhibit 26

Excise Tax: $ 128,000.00 Parcel IDs: 0784007705 and 0784101812

Prepared by: Grantor
Return to: Ronald S. Kornreich, Esq., Akerman LLP, 1251 Avenue of the Americas, 37th Floor, New York, NY 10020
Short Description for Index: Real Estate ID Nos. 0000673 and 0046811

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED is made as of this 29th day of December, 2021, by and between

GRANTOR	GRANTEE
RALEIGH NP PROPERTY OWNER, LLC, a Delaware limited liability company with a mailing address of:	NCST LP, a Delaware limited partnership with a mailing address of:
1 Prudential Plaza 130 E. Randolph Street, Suite 2100 Chicago, Illinois 60601	575 5th Avenue, Suite 3005 New York, NY 10017

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that Grantor, for a valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto Grantee in fee simple, all that certain lot or parcel of land (the "Property") situated in City of Raleigh, Wake County, North Carolina, and more particularly described as follows:

See Exhibit A attached hereto and incorporated herein by reference.

Submitted electronically by "First American Title Insurance Company - NCS Chicago"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

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All or a portion of the Property herein conveyed does not include the primary residence of Grantor.

TO HAVE AND TO HOLD the Property and all privileges and appurtenances thereto belonging to Grantee in fee simple.

And Grantor covenants with Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions hereinafter stated.

Title to the Property hereinabove described is subject to the exceptions listed in Exhibit B attached hereto and incorporated herein by reference.

This Property is subject to the Brownfields Agreement attached as Exhibit A to the Notice of Brownfields Property recorded in the Wake County land records, Book 18139, Page 1904.

[Signature Page Follows]

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IN WITNESS WHEREOF, Grantor has hereunto set its hand the day and year first above written.

GRANTOR:

RALEIGH NP PROPERTY OWNER, LLC,
a Delaware limited liability company

By:_____
Name: Jim Reiland
Its: Authorized Signatory

By:_____
Name: Cheng Chen
Its: Authorized Signatory

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On December 17, 2021, before me, a Notary Public in and for the State of Illinois, appeared Jim Reiland and Cheng Chen, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that each executed the same in his capacity as an Authorized Signatory, and that by his signature on the instrument, executed the instrument.

*** of Raleigh NP Property Owner, LLC, a Delaware limited liability company**

Kelli M. David-Low
Notary Signature

Kelli M. David-Low
OFFICIAL SEAL
Notary Public - State Of Illinois
My Commission Expires
July 21, 2025

(Space above for official notarial seal)

OFFICIAL COPY

Apr 26 2022

IN WITNESS WHEREOF, Grantor has hereunto set its hand the day and year first above written.

GRANTOR:

RALEIGH NP PROPERTY OWNER, LLC,
a Delaware limited liability company

By:_____
Name: Jim Reiland
Its: Authorized Signatory

By:_____
Name: Cheng Chen
Its: Authorized Signatory

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On December 17, 2021, before me, a Notary Public in and for the State of Illinois, appeared Jim Reiland and Cheng Chen, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that each executed the same in his capacity as an Authorized Signatory, and that by his signature on the instrument, executed the instrument.

*** of Raleigh NP Property Owner, LLC, a Delaware limited liability company**

Notary Signature

Kelli M. David-Low
OFFICIAL SEAL
Notary Public - State Of Illinois
My Commission Expires
July 21, 2025

(Space above for official notarial seal)

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EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF WAKE, STATE OF NORTH CAROLINA, AND IS DESCRIBED AS FOLLOWS:

LOT #1 (CONSISTING OF 6.63 ACRES, MORE OR LESS) SHOWN ON A MAP TITLED "RECOMBINATION AND EASEMENT MAP FOR 5700 HILLSBOROUGH STREET RALEIGH NP PROPERTY OWNER LLC" AND RECORDED IN BOOK OF MAPS 2019, PAGE 1013 IN THE OFFICE OF THE REGISTER OF DEEDS FOR WAKE COUNTY, NORTH CAROLINA.

LOT #2 (CONSISTING OF 1.60 ACRES, MORE OR LESS) SHOWN ON A MAP TITLED "RECOMBINATION AND EASEMENT MAP FOR 5700 HILLSBOROUGH STREET RALEIGH NP PROPERTY OWNER LLC" AND RECORDED IN BOOK OF MAPS 2019, PAGE 1013 IN THE OFFICE OF THE REGISTER OF DEEDS FOR WAKE COUNTY, NORTH CAROLINA.

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EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes for the year 2022 and all subsequent years, liens not yet due and payable.

2. Easements and any other facts as shown on plat recorded in Book of Maps 2019, Page 1013; Book of Maps 2020, Page 1705; Book of Maps 1980, Page 198; Book of Maps 1920, Page 253; Book of Maps 2015, Page 582; Book of Maps 1920, Page 254; Book of Maps 1935, Page 23; Book of Maps 2003, Page 1532; Book of Maps 1988, Page 464, Wake County Registry.

3. Easement to City of Raleigh, a North Carolina municipal corporation recorded in Book 17480, Page 2263, Wake County Registry.

4. Easement to City of Raleigh, a North Carolina municipal corporation recorded in Book 17480, Page 2272, Wake County Registry.

5. Easement to Duke Energy Progress, LLC, a North Carolina limited liability company recorded in Book 17673, Page 1945, Wake County Registry.

6. Notice of Brownfields Property recorded in Book 18139, Page 1904, Wake County Registry.

7. Rights of tenants in possession, as tenants only, with no right or option to purchase or right of first refusal, as set forth on the rent roll for the Land and attached here to as Exhibit A.

8. Reservation of gas, oil and/or mineral rights.

9. Any inaccuracy in the area, square footage or acreage of the Land to be insured hereunder.

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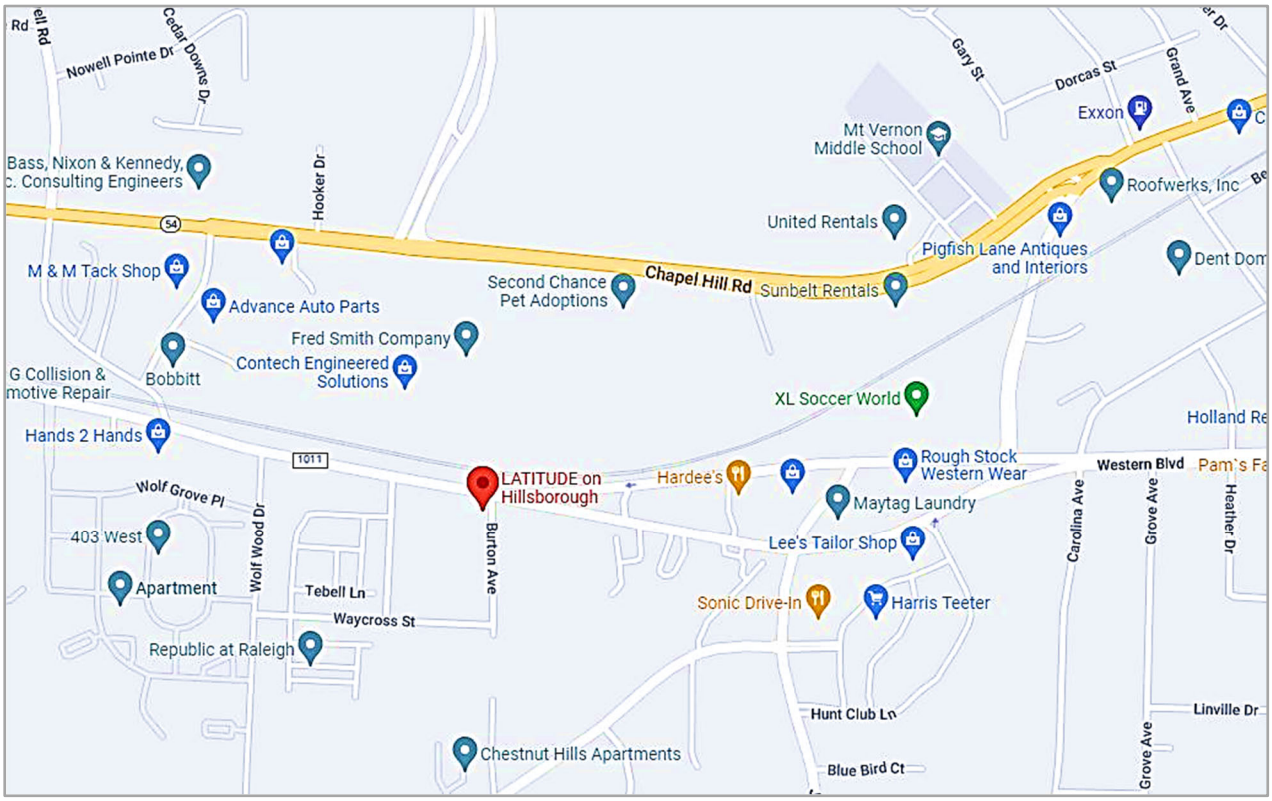
Exhibit 27

Vicinity Map of Latitude on Hillsborough Apartments
5701 Hillsborough Street
Raleigh, North Carolina 27606



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RESIDENTIAL SERVICE
SCHEDULE RES-72

AVAILABILITY

This Schedule is available when electric service is used for domestic purposes in and about (1) a residential dwelling unit, including electric service used on a farm and in the preparation of the farm's products for market, or (2) a family care home. A residential dwelling unit served under this Schedule may be used as a boarding house, fraternity house, tourist home, or like establishment, provided such residential dwelling unit is one which ordinarily would be used as a private residence. A family care home is defined as a home with support and supervisory personnel that provides room and board, personal care and habilitation services in a family environment for not more than six resident handicapped persons.

Service under this Schedule is not available for processing (or handling) for market of farm products produced by others; for separately metered domestic or farm operations; for individual motors in excess of 10 HP (in exceptional cases, motors as large as 15 HP may be served upon approval by the Engineering Department); for commercial or industrial purposes; for other uses not specifically provided for by the provisions herein; or for resale service, except as provided for in Chapter 22 of the Commission Rules regarding the provision of electric service by landlords.

Nonfossil energy sources caused by acts of nature such as wind or solar are permitted as supplement to Customer's energy requirement provided Company is granted the right to install, operate, and monitor special equipment at Company's expense to measure Customer's load or any part thereof and to obtain any other data necessary to determine the operating characteristics and effects of the installation. In situations where special equipment is needed to assure safety, reliability, or metering accuracy, the installation of such equipment shall be at the Customer's expense.

APPLICABILITY

This Schedule is applicable to all electric service of the same available type supplied to Customer's premises at one point of delivery through one kilowatt-hour meter.

TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, either single-phase 2 or 3 wires, or three-phase 4 wires, at Company's standard voltages of 240 volts or less.

MONTHLY RATE

I. For Single-Phase Service:

	Bills Rendered During July - October	Bills Rendered During November - June
A.	Basic Customer Charge: $14.00 per month	Basic Customer Charge: $14.00 per month
B.	Kilowatt-Hour Charge: 11.153¢ per kWh	Kilowatt-Hour Charge: 10.652¢ per kWh

II. For Three-Phase Service:

The bill computed for single-phase service plus $7.00.

III. Renewable Energy Portfolio Standard (REPS) Adjustment:

The monthly bill shall include a REPS Adjustment based upon the revenue classification:

Residential Classification - $1.41/month

Upon written request, only one REPS Adjustment shall apply to premises serving the same customer for all accounts of the same revenue classification. If a customer has accounts which serve in an auxiliary role to a main account on the same premises, no REPS charge should apply to the auxiliary accounts regardless of their revenue classification (see Annual Billing Adjustments Rider BA).

IV. Storm Securitization Charge:

A Storm Securitization charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in the Storm Securitization Rider (STS).

SALES TAX

To the above charges will be added any applicable North Carolina Sales Tax.

PAYMENTS

Bills are due when rendered and are payable within 25 days from the date of the bill. If any bill is not so paid, Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1% per month as provided in Rule R12-9 of the Rules and Regulations of the North Carolina Utilities Commission.

CONTRACT PERIOD

The Contract Period shall not be less than one year.

GENERAL

Service rendered under this Schedule is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission.

ADDITIONAL CHARGES

The MONTHLY RATE includes fuel, DSM, and EE Billing Adjustment Factors set forth in Annual Billing Adjustments Rider BA, Excess Deferred Income Tax Riders EDIT-3 and EDIT-4, Regulatory Asset and Liability Rider RAL, Storm Cost Recovery SCR, Joint Agency Asset Rider JAA, and Competitive Procurement of Renewable Energy Rider CPRE.

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AGREEMENT FOR UTILITY BILL PAYING SERVICE

THIS AGREEMENT FOR UTILITY BILL PAYING SERVICE ("Agreement") is executed to be effective the 15th day of March, 2022, (the "Effective Date") by and between RealPage Utility Management Inc. ("dba SimpleBills"), located at 100 Ritchie Road, Garden Level, Waco, TX 76712 and NCST LP (Latitude at Hillsborough) ("Customer") located at 5701 Hillsborough St., Raleigh, NC 27606. SimpleBills and Customer are sometimes referred to herein, collectively as the "Parties" or, individually as a "Party".

RECITALS

WHEREAS, SimpleBills is in the business of providing roommate utility billing processes for student housing properties and has been engaged in the industry for several years;

WHEREAS, Customer is in the business of providing management services to owners of individual housing units through a student housing Properties throughout the United States;

WHEREAS, Customer desires SimpleBills' services to simplify the utility billing processes in its communities and SimpleBills desires to provide such services to Customer, as agent for individual Properties;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the above premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties, SimpleBills and Customer do hereby agree as follows:

1. **Term:** The Term of this Agreement will commence upon the Effective Date and will remain in effect until July 31, 2023 ("Initial Term"). From and after expiration of the Initial Term, absent an event of default or additional termination event, this Agreement shall automatically renew for on a month-to-month basis (each a "Renewal Term"), unless terminated. Either Party may terminate this Agreement for any reason, with or without cause, by providing at least sixty (60) days' notice prior to the end of the then existing term. If Customer terminates this Agreement without cause prior to the end of the then existing term, Customer will be charged a termination fee equal to the total of SimpleBills' monthly services fees for the then prior month times the lesser of three months or the remaining months of the then existing term. If Customer terminates this Agreement for cause prior to the end of the then existing term, or prior to a Property or Properties beginning to use SimpleBills for billing of Residents, Customer will not be charged a termination fee. Termination will consist of written notice to the other Party mailed via Certified Mail Return Receipt Requested or as the Parties mutually agree in writing.

2. **Utility Billing Procedures:** SimpleBills will provide utility billing service for Common Area (hereinafter defined) and unoccupied Units (hereinafter defined) at the Property (hereinafter defined), as well as, roommate utility billing for occupied Units where Residents (hereinafter defined) choose to use SimpleBills at the Property according to the following:

[redacted]

A. Customer must provide an electronic import of Resident data for SimpleBills' enrollment process.
B. Resident must complete enrollment for the SimpleBills' service online at simplebills.com, including all roommates in the Unit.
C. Customer will include the lease provision approved by the NCUC in the Resident lease agreement.
D. Utilities (hereinafter defined) for those Units will remain in the Customer's name.
E. For occupied Units without a Utility Allowance (hereinafter defined), SimpleBills must bill Resident for the Utility Usage (hereinafter defined).
F. For occupied Units with a Utility Allowance, SimpleBills must bill Company for the Utility Allowance and must bill Resident for the Utility Excess (hereinafter defined). If the total Utility Usage charge is less than the Utility Allowance, SimpleBills must only bill Company for the actual Utility Usage charge.
G. SimpleBills will provide an estimated final bill based on multiple prior months of utility service, historical data and weather factors. For student housing properties, SimpleBills will provide an estimated final bill to Customer for Residents not renewing at their Residence. Based on Customer's approval of Resident's estimated final bill, SimpleBills will issue this final estimated bill to Resident before the end of Resident's lease. Resident can contact SimpleBills at info@simplebills.com to true-up their final estimated bill with the final actual bill. If the estimated final bill is higher than the actual bill, SimpleBills will obtain the Resident's current address and issue a refund check to Resident mailed to that address. If the estimated final bill is less than the actual bill, SimpleBills will make arrangements with Resident for Resident to pay any shortfall between the estimated final bill and actual bill amounts. For Residents renewing their lease at the same Residence, SimpleBills will bill Resident for their actual Utility Usage or Utility Excess and, as applicable, SimpleBills' fees.
H. For any Resident where SimpleBills is unable to collect from Resident, SimpleBills will invoice the unpaid balance to Customer, to include Utility Usage and SimpleBills' fees.
I. For unoccupied Units and Common Areas, SimpleBills must bill Customer for all Utility Usage.
J. SimpleBills will apply appropriate late fees to Resident where applicable.
K. Customer will provide notice to SimpleBills of Resident move-ins, move-outs or change of Units on or before the first (1st) day of each month.
L. If requested by Customer, as outlined in Section 7 herein, on a per-property basis, SimpleBills will bill Property directly for all SimpleBills Resident fees as an alternative to billing Resident directly.
M. On a monthly basis, SimpleBills will provide Customer with total Utility usage costs for each Property, broken down by Occupied Units, Unoccupied Units and Common Areas, as well as a breakdown of costs recovered by SimpleBills during the preceding month.
N. Throughout the Term, SimpleBills will provide high-quality customer service to both Customer and Residents. SimpleBills will provide prompt responses to customer service inquiries, with reasonable resolution (or an adequate and reasonable plan for resolution) as promptly as possible and in no event greater than five business days.

[redacted]

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3. **Payment Obligations of Customer and Funding:** Property, through Customer, must pay SimpleBills the full amount that SimpleBills invoices the Property. SimpleBills requires Property, through Customer, to pay SimpleBills with ACH payments. To the extent allowable under its agreements with its clients, Customer agrees to complete the SimpleBills' ACH Authorization Agreement on behalf of Properties to allow SimpleBills to withdraw funds from Customer's designated property bank account to fund payment of SimpleBills' invoices. SimpleBills will provide Customer with a pre-bill report and a notice the day before the Due Date of the amount for the ACH draw and Customer will be required to provide approval prior to any such ACH draw.

   If Property fails to make payments due to SimpleBills under this Agreement within ten (10) business days of the date of the invoice ("Due Date"), then SimpleBills may, in its sole discretion, find Property in default and immediately cancel this Agreement with the Property, but shall not otherwise impact this Agreement as it relates to other Properties. Upon such default and cancellation of this Agreement for a Property, Customer agrees that SimpleBills will have no further obligations to provide any further services under this Agreement for that Property. If SimpleBills foregoes its right to exercise this option upon default, such forbearance does not constitute a waiver of SimpleBills' right to do so in the future with written notice to Customer.

4. **Designated Bill Payor:** Customer, as agent for the Property, appoints SimpleBills to serve as Customer's agent and attorney-in-fact (with full power and ability to act on behalf of Customer) during the Term of this Agreement for all purposes relating to Customer's relationship with the Utilities. Late fees from utility provider and other charges incurred as a result of late payment or other wrongful action (or wrongful failure to act) by SimpleBills shall be the responsibility of SimpleBills. In the event Customer takes action (or wrongfully fails to take action) which results in loss of utility provider account access for SimpleBills or Customer wrongfully fails to respond to SimpleBills' reasonable information requests in a timely manner or any other wrongful action (or wrongful failure to act) which causes SimpleBills to be unable to fulfill the obligations set forth in this Agreement, all reasonable fees incurred as a result shall be the responsibility of Customer.

5. **Utility Payment:** SimpleBills shall timely pay Property's utility bills covered by this Agreement on or before the respective due dates thereof for as long as this Agreement remains in effect.

6. **Responsible Party:** Customer will indemnify and hold SimpleBills, its vendors and their respective directors, officers, employees and agents harmless against any damages, costs and fees reasonably incurred (including attorneys' fees) arising from any third party allegation relating to Customer's (i) access to or use of the SimpleBills services in a manner not contemplated or permitted under the terms of this Agreement, (ii) failure to comply with any provision of this Agreement, (iii) failure to comply with any laws applicable to the use of the SimpleBills services, unless (a) any such failure is caused by SimpleBills' negligence, or (b) or SimpleBills' failure to notify Customer of the legal/compliance requirement under utility billing regulations, statutes, or other requirement applicable to the use of SimpleBills' services as required under Section 2 of this Agreement, or (iv) failure to comply with the terms of use for any third-party application or service used by Customer in conjunction with the SimpleBills services.

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SimpleBills will indemnify, defend and hold Customer and Properties, their clients and their respective directors, officers, members, managers, affiliates, insurers, employees and agents harmless against any damages, costs and fees reasonably incurred (including attorneys' fees) arising from any third-party allegation relating to (i) SimpleBills' provision of the services or (ii) SimpleBills' failure to comply with any laws applicable to its services, unless such third-party allegation is due to an indemnitee's failure to utilize SimpleBills' recommendations or services appropriately (including without limitation an indemnitee's failure to provide SimpleBills with accurate lease documentation at the time of implementation or following any subsequent lease modifications throughout the duration of this Agreement).

7. **Cost of Service:** SimpleBills must pass along to each Property the rates charged by the utility service provider. Fees charged for additional services, penalties and costs of recovery and attorney's fees will be assessed against the Property. SimpleBills utility billing service is based on the type of property listed below.

SimpleBills will honor the current utility billing fees as identified by Property as allowed under local law and/or the in-place or already executed future Leases. Beginning with new leases, SimpleBills' pricing will include the following:

A. For occupied Units without a Utility Allowance, Customer understands that SimpleBills will charge Resident a service fee of THREE DOLLARS AND SEVENTY-FIVE CENTS ($3.75) per month per Resident. The Resident's electronic payment method submitted at enrollment ("Payment Method on File") must be a bank account for Utility Usage billing each month Resident occupies a Unit.

B. For occupied Units with a Utility Allowance, Customer understands that SimpleBills will charge Resident a service fee of THREE DOLLARS AND SEVENTY-FIVE CENTS ($3.75) per month per Resident. The Resident's electronic payment method submitted at enrollment ("Payment Method on File") must be a bank account for Utility Excess billing each month Resident occupies a Unit.

C. For occupied Units where SimpleBills does not bill Residents for Utility Usage, SimpleBills will charge Customer [redacted] per utility bill per month.

D. For occupied Units where SimpleBills will not bill Residents with sub-metered utilities, SimpleBills will charge Customer [redacted] per sub-metered bill.

E. SimpleBills will bill Customer for all Utility Usage applicable to the Common Areas (hereinafter defined) and unoccupied Units at no service fee to Customer.

8. **On-boarding and Application Management Service Fee:** If needed, SimpleBills will assist in any effort with the Utilities to ensure the utility bills are handled correctly, such as, transfer

[redacted]

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ownership name for Property, redirect addresses for paper bills, combine online logins, and set up continuing utility services for Property if not previously established.

SimpleBills will assist Customer in preparing Form ER-1, Application for Certificate of Authority to Resell Electric Service, with the North Carolina Utilities Commission (NCUC). SimpleBills will provide Customer with a check list identifying items required for the application. SimpleBills will collect the required items from Customer, add the SimpleBills' documents, review all information for accuracy, submit the entire package to the NCUC, including the required number of duplicates, and assist Customer in responding to the NCUC should they identify deficiencies with the application. This fee is due in advance of beginning the Application Management Service. Should excessive deficiencies be identified by the NCUC, SimpleBills will bill Customer at an hourly rate, subject to Customer's prior approval.

The On-boarding and Application Management Fee is due when services from SimpleBills are provided. Service fees are based on the size of the Property and the price scale provided below:

Units at Property	Service Fee
< 100	[redacted]
100-250	
> 250	

9. **Integration of Data:** Customer agrees to provide Resident certain non-sensitive Resident data to SimpleBills in an electronic format for an import into SimpleBills' enrollment process. To the extent allowable and feasible, Customer also allows SimpleBills to integrate with Customer's property management software for the purpose of providing monthly rent roll updates and sharing of accounting information and uploading charges to Resident ledgers.

10. **Payment and Disputed Amounts:** SimpleBills will invoice Customer no less than monthly, including a detailed list of all utility charges for the Property by Unit. All payments must be made to:

SimpleBills Corporation
100 Ritchie Road – Garden Level
Waco, TX 76712

If the payment of all undisputed amounts is not received by the Due Date, Customer will be charged a late fee equal to the lesser of (a) one and one-half percent (1.5%) per month (18% per annum) or (b) the maximum rate permitted by applicable law from the Due Date until paid in full. Customer must provide SimpleBills with a detailed written notice setting forth any disputed amounts, including the calculations with respect to any errors or inaccuracies claimed. If the Parties subsequently determine that Customer owes SimpleBills any portion of the disputed amount, Customer must remit to SimpleBills within five (5) calendar days following such resolution of the outstanding balance plus interest at the rate set forth above plus any legal and/or collection fees, if incurred internally or

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from a third party, as a result of collecting or attempting to make collection on Customer's unpaid amounts.

11. **Billing and Collection:** Customer acknowledges and agrees that SimpleBills has the right to collect utility payments for Property owed to SimpleBills by either Property or any Residents. For utility charges owed to SimpleBills by Property, SimpleBills will invoice Property electronically each month for any applicable utility charges. Notifications sent by SimpleBills for regular recurring electronic monthly billing will be in e-mail format and must be sent to e-mail addresses designated by Customer on file with SimpleBills. Customer hereby consents to receipt of electronic notifications and bills from SimpleBills. E-mail notice must be effective upon sending. Customer understands that it is solely Customer's responsibility to ensure receipt of this e-mail and in the event that no e-mail is received, it is Customer's responsibility to notify SimpleBills of such. SimpleBills must send utility invoices each month after it receives the utility bill from the utility provider for the Property. Any utility bills for a specific Unit not received by SimpleBills from the utility provider in time to be sent out will be held by SimpleBills until the following month's receipt by SimpleBills of the utility bill from the utility provider. For utility charges owed to SimpleBills by Residents, SimpleBills will invoice according to the provisions of the SimpleBills Terms of Service.

12. **Event of Default:** A failure to comply with one or more of the terms and conditions of this Agreement constitutes an event of default.

13. **Change of Service:** In the event of default by all Residents in a Unit, SimpleBills will bill for utility service to Property. Default by Resident will occur should Resident fail to make payment on or before the Due Date.

14. **Confidentiality:** SimpleBills must not share Customer's information with any Party except as provided herein. Notwithstanding the preceding sentence, if SimpleBills is required to send an account to an outside debt collections agency, SimpleBills must provide any information necessary to employ such a service.

15. **Non Disclosure:** Customer agrees to not share any terms of this Agreement with any outside Party.

16. **Disclaimer of Warranties:** SimpleBills hereby warrants and represents to Customer that any Services will be provided and performed in a timely, competent and professional manner. EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE, SIMPLEBILLS MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS AGREEMENT. SIMPLEBILLS SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

17. **Limitation of Liability:** Customer agrees that SimpleBills is not liable for loss, injury or damage caused by delays, interruptions or causes beyond SimpleBills' control. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER HEREUNDER FOR ANY INCIDENTAL,

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INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY THEREOF. EXCEPT FOR DAMAGES INCURRED AS A RESULT OF SIMPLEBILLS' GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, THE AGGREGATE LIABILITY OF SIMPLEBILLS FOR ANY MATTER RELATED TO OR ARISING IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON ONE OR MORE ACTIONS OR CLAIMS IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, WILL NOT EXCEED SIX MILLION DOLLARS ($6,000,000.00). THE FOREGOING LIMITATIONS OF LIABILITY WILL APPLY EVEN IF THE LIMITED REMEDIES HEREIN FAIL OF THEIR ESSENTIAL PURPOSE.

18. **Exclusive Remedy:** Except as expressly provided for herein, Customer acknowledges that its sole and exclusive remedy for SimpleBills' breach of this Agreement is to cause SimpleBills to correct any failure on the part of SimpleBills in order to obtain the result for which the Customer contracted with SimpleBills. SimpleBills agrees in good faith to attempt to resolve any contractual disputes within thirty (30) calendar days written notice of the dispute to SimpleBills. If such disputes are unable to be resolved, Customer may terminate this agreement upon thirty (30) days' written notice.

19. **Legal Costs:** The non-prevailing party agrees to pay the prevailing party's reasonable costs and reasonable legal fees in any legal action to enforce their respective rights under this Agreement.

20. **Insurance**: SimpleBills will maintain the following types and amounts of annual insurance coverage: (i) commercial general liability with limits no less than $1,000,000 per occurrence and $2,000,000 in the aggregate; (ii) excess umbrella liability with limits no less than $2,000,000; (iii) worker's compensation with limits no less than the minimum required by applicable law; (iv) employer's liability insurance with limits no less than $1,000,000 bodily injury by disease; (v) errors and omissions insurance on a form specifically designed to protect against acts, errors or omissions in the rendering of professional services by SimpleBills with limits not less than $2,000,000 per claim and aggregate (vi) technology, media, and information errors & omissions liability with limits no less than $3,000,000 per occurrence and in the aggregate. All policies will be issued by an insurance company with a Best's Rating of no less than A/XI; and (vii) crime with limits of liability not less than $1,000,000 per occurrence.

21. **Choice of Law; Venue:** This Agreement is governed solely by the internal laws of the State of Texas, without reference to any conflicts of law principle that would require the application of the substantive laws of another jurisdiction. The parties consent to (and waive any objection to) the personal and exclusive jurisdiction of the federal and state courts in Dallas, Texas.

22. **Binding on Successors:** This Agreement is binding upon the Parties and their respective heirs, executors, administrators, legal representative, successors and assigns.

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23. **Assignment:** In the event Property is sold or there is a loss of management, and the new owner or acquiring entity or management does not assume the contract, Customer and Property will not be responsible for the termination fee listed in Section 1 (Term). Customer will make good faith effort to introduce SimpleBills to new acquiring entity.

24. **Headings:** Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

25. **Severability Clause:** If any clause, sentence, paragraph, section or part of this Agreement is judged to be invalid, such judgment must not affect, impair or invalidate the remainder thereof.

26. **Survival:** Customer's obligation to pay any outstanding balance pursuant to the terms of this Agreement must survive termination of this Agreement.

27. **Definitions:** The following definitions apply throughout this Agreement:

Utilities:	Any electric, gas, water, sewer, trash, cable and Internet bill
Property:	Collectively, apartment complex managed by Customer or its affiliates and that apartment complex's legal owner.
Resident:	Resident at Property managed by Customer or its affiliates.
Unit:	Resident's dwelling at Property
Common Area:	An area which is available for use by all Residents and their invitees.
Utility Usage:	The actual amount of utility charges from the utility provider and/or sub-metered usage.
Utility Allowance:	Amount Customer pays each month per Resident for Utility Usage.
Utility Excess:	Utility amount above the Utility Allowance that must be paid by Residents of occupied Units.

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[redacted]

This Agreement is executed as of the date stated at the top of the first page.

SimpleBills Corporation, a Texas corporation	**Customer:** NCST LP (Latitude at Hillsborough)
_____	*Steven J. Lewis*
Signature	Signature
_____	Steven J. Lewis
Name	Name
_____	Regional Vice President
Title	Title

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[redacted]

Exhibit 30 - Apartment Complex Size

Building	Address	Number of Units	Bedroom Units	Total Beds
1	5701 Hillsborough St	12	1*	0
1	5701 Hillsborough St	45	2	90
1	5701 Hillsborough St	9	3	27
1	5701 Hillsborough St	7	4	28
1	5701 Hillsborough St	7	5	35
2	11 Burton Ave	9	1*	0
2	11 Burton Ave	13	2	26
2	11 Burton Ave	18	3	54
2	11 Burton Ave	8	4	32
2	11 Burton Ave	2	5	10
3	10 Burton Ave	5	4	20
4	20 Spellman Loop	4	4	16
5	10 Spellman Loop	4	4	16
6	50 Spellman Loop	4	4	16
7	40 Spellman Loop	4	4	16
8	31 Oakdale Dr	5	4	20
9	30 Spellman Loop	6	4	24
10	5720 Waycross St	6	4	24
11	5710 Waycross St	6	4	24
12	5700 Waycross St	6	4	24

Total Number of Beds 502

*1 Bedroom units are billed directly by the supplier.

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Your bill, simplified.

Exhibit 31

John Doe
Latitude on Hillsborough
5701 Hillsborough Street, Apt. 313
Raleigh, NC 27606

John's bill

Issued July 2, 2022

$13.32

Past Due Date: July 27, 2022

Pay Bill

Invoice # 2334940 | Bill History

Electricity	$9.57
SimpleBills Service	$3.75

Total **$13.32**

How to reach us
By calling: (254) 230-0199 or (866) 835-5872
By emailing: info@simplebills.com

If using auto pay:
Your bill will be auto paid 5 days after your bill date.

If paying by check, mail checks to:

SImpleBills
PO Box 370
Waco, TX 76703

Explanation of Charges:
Electricity: Your apartment home is individually metered by the utility supplier, listed above. The electric bill represents the billed amount provided to us by the utility supplier. The allocation of charges is based on the number of tenant-days of occupancy for each tenant.
Monthly Fee: Monthly SimpleBills fee that will be assessed in addition to utility charges.

Note:
Please contact the provider's office with any questions regarding bills or complaints about service. In cases of dispute, contact the North Carolina Utilities Commission either by calling the Public Staff - North Carolina Utilities Commission, Consumer Services Division, at (866) 380-9816 (Toll-free) or (919) 733-9277 or by appearing in person or writing the Public Staff - North Carolina Utilities Commission, Consumer Services Division, 4326 Mail Service Center, Raleigh, North Carolina 27699-4300.

The dates listed below your provider and supplier are the start and end dates of service.

Please note that the service end date is the same as the Meter Read Date.

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Apr 26 2022

Your bill, simplified.

John Doe
Latitude on Hillsborough
5701 Hillsborough Street, Apt. 313
Raleigh, NC 27606

John's bill Issued

July 2, 2022

$13.32

Past Due Date: July 27, 2022

Pay Bill

Invoice # 2334940 | Bill History

Electricity — Provider: NCST, LP — Supplier: Duke Energy — $9.57

5701 Hillsborough Street, Apt. 313, Raleigh, NC 27606
May 4, 2022 - June 2, 2022
(29 days)

Bill Amount:	$38.31
Your Percentage:	24.99%
Your Total	$9.57

PDF

SimpleBills Service — $3.75

Total **$13.32**

How to reach us
By calling: (254) 230-0199 or (866) 835-5872
By emailing: info@simplebills.com

If using auto pay:
Your bill will be auto paid 5 days after your bill date.

If paying by check, mail checks to:

SImpleBills
PO Box 370
Waco, TX 76703

Explanation of Charges:
Electricity: Your apartment home is individually metered by the utility supplier, listed above. The electric bill represents the billed amount provided to us by the utility supplier. The allocation of charges is based on the number of tenant-days of occupancy for each tenant.
Monthly Fee: Monthly SimpleBills fee that will be assessed in addition to utility charges.

Note:
Please contact the provider's office with any questions regarding bills or complaints about service. In cases of dispute, contact the North Carolina Utilities Commission either by calling the Public Staff - North Carolina Utilities Commission, Consumer Services Division, at (866) 380-9816 (Toll-free) or (919) 733-9277 or by appearing in person or writing the Public Staff - North Carolina Utilities Commission, Consumer Services Division, 4326 Mail Service Center, Raleigh, North Carolina 27699-4300.

The dates listed below your provider and supplier are the start and end dates of service.

Please note that the service end date is the same as the Meter Read Date.

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Exhibit 32

The following sections of the lease relate to billing for electric service: Section 4.3, Utility and Services Addendum, SimpleBills Utility Billing Service Lease Addendum, and a Notice to Pay (applicable only if resident does not pay SimpleBills and property management sends notice for payment).

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Exhibit 32

STUDENT HOUSING LEASE CONTRACT

NATIONAL APARTMENT ASSOCIATION — We Lead the Way Home

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This is a binding document. Read carefully before signing.

General Lease Provisions

1. PARTIES. This Lease Contract (sometimes referred to as the "lease") is between *you*, the resident:
Paloma P. Paloma

and *us*, the owner: NCST, LP

(name of apartment community or title holder).

2. APARTMENT.
You are renting:
- ❑ Apartment Number 8X8,
- ❑ Bedroom Number _____, or
- ☒ Floor Plan 8X8

at 5701 Hillsborough Street

(street address), in Raleigh *(city)*, North Carolina, 27606 *(zip code)*,for use as a private residence only.

When this lease is signed, all fees are paid and any guarantor paperwork is received, we will set aside a bedroom from our inventory for you. We will notify you of your bedroom assignment prior to move-in if not noted above. **You acknowledge and agree that your unit and specific bedroom will be assigned at move-in. As such, you accept this condition and you waive any objection or defense as to the enforceability of the Lease.**

2.1. Use and Occupancy. Your access may include exclusive areas, shared common space in the unit, and common areas in the property.

We may assign another person to share a bedroom with you. If the apartment has a separate bathroom for each bedroom, you and any other person assigned to your bedroom will have exclusive use of that bathroom. We do not make any representations about the identity, background or suitability of any other resident, and we are under no obligation to perform any resident screening of any kind, including credit, prior resident history or criminal background. Any disputes that arise are your responsibility to resolve directly in a reasonable manner that complies with this Lease. Disputes are not grounds to terminate this Lease. You have a non-exclusive right to use other areas in the unit, including the kitchen, living area, patios/balconies and other shared spaces. Both you and other residents have equal rights to use the space and amenities in the unit common area. It is a violation of this Lease to use any spaces not assigned to you, and we have the right to assign a roommate to any vacancy at any time with or without notice.

2.2. Access Devices. In accordance with our policies, you'll receive access devices for your apartment and mailbox, and other access devices including:
FOB for Unit/BLDG/Amenities

3. TERM. The term of the Lease Contract begins on the 15th day of August, 2022 *(year)*, and ends at noon the 31st day of July, 2023 *(year)*. **This Lease does not automatically renew.**

3.1. Holdover. You or any occupant, invitee, or guest must not hold over beyond the lease end date above (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then:
(A) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand;
(B) rent for the holdover period will be increased by 25% over the then-existing rent, without notice;
(C) you'll be liable to us for actual damages arising out of full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; ***and***
(D) at our option, we may extend the lease term—for up to one (1) month from the date of notice of lease extension—by delivering written notice to you or your apartment while you continue to hold over.

4. RENT AND CHARGES. Your rent for the term is $ 120000. Under this Lease and in accordance with our policies, your total amount due is payable in advance and without demand in 12 installments of $ 10000.00 each. This amount may include or exclude other fees and charges as outlined in your lease package.

The first installment is due on or before the first (1st) of the month in which this Lease begins. All other payments must be made by the first (1st) of the month in which they are due, with no grace period. This amount is owed by you and is not the total rent owed by all residents.

If you don't pay the first installment by the date above, we may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. Our rights, remedies and duties under paragraph 24 (Default by Resident) apply under this paragraph. ***You must pay your installments on or before the first (1st) day of the month in which they are due. There is no grace period, and you agree that not paying by the first (1st) of the month is a material breach of this Lease. Cash is not acceptable without our prior written permission. You cannot withhold or offset rent unless authorized by law. Your obligation to pay rent does not change if there is a reduction of amenity access or other services performed by us.*** If you don't pay rent on time, you'll be in default and subject to all remedies under state law and this Lease.

4.1. Payments. You will pay your rent:
- ☒ at the onsite manager's office
- ☒ through our online payment site
- ❑ at _____

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 (1) 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. Rent and late charges are due without demand, and all other sums are due upon our demand.

4.2. Application of Money Received. At our option and without notice, we may apply money received 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. This excludes any previously charged late fees and/or unpaid utility payments which are submetered by us. 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.

4.3. Utilities and Services. We'll pay for the following if checked:

❑ gas	☒ wastewater	☒ trash/recycling
☒ water	❑ electricity	☒ stormwater/drainage
❑ Internet	❑ cable/satellite	❑ government fees

❑ other _____

Your per-person share of any submetered or allocated utilities or services for the apartment will be included as an itemized charge on a billing statement to you. For utilities that are billed to us by the utility provider, and which we provide and bill to you, each Resident is responsible only for that Resident's proportionate share along with an administrative fee, as permitted by law and approved by the N.C. Utilities Commission. "Per person" is determined by the number of residents authorized to be living in the apartment at the time of the utility billing to you by us or our agent. Pursuant to the N.C. Gen. Stat. § 62-110(h), your per-person share of electric utilities for the apartment shall be split equally among all co-residents in the apartment and will be included as an itemized charge

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on a monthly billing to you, together with an additional monthly administrative fee authorized by the N.C. Utilities Commission. You'll pay for all other utilities and services, related deposits, and any charges or fees on such utilities and services during your Lease term. You are responsible for having all utilities for which You are paying the provider directly, set up in Your name prior to taking possession of the Premises.

4.4. Late Charges. If you don't pay all rent on or before the 5th day of the month (late charge cannot be charged before the sixth (6th) day of the month), you'll pay a late charge of 5% of the rental payment or $15.00, whichever is greater—or, where your rent is subsidized in any way, the late fee shall not exceed $15.00 or an amount equal to 5% of your share of the rental payment. The late fee shall be considered additional rent and you will owe such late fee without us having to demand it from you. You'll also pay a charge of $ 25.00 or the maximum amount allowed by law as of the date the check is tendered to us (whichever is greater) for each returned check or rejected electronic payment.

4.5. Lease Changes. No rent increases or Lease changes are allowed during the Lease term, except for those allowed by special provisions, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under the provisions herein.

5. SECURITY DEPOSIT. Your security deposit is $ 10.00, due on or before the date this Lease Contract is signed, to be administered in accordance with the North Carolina Tenant Security Deposit Act, N.C.G.S. § 42-50 et seq. You may be required to pay a security deposit for all of your obligations under this Lease Contract. In the event you are required to pay a security deposit, it shall serve as partial security for all Residents' obligations under this Lease Contract. The security deposit will not be our limit of damages if you violate the lease contract. Any animal deposit will be stated in an animal addendum.

In holding your security deposit, we will *[check one]*:

☒ Deposit the security deposit in a trust account with (name of bank or savings institution) SunTrust Bank located at (address) 2101 Clark Avenue, Raleigh, North Carolina 27605.

or

❑ Furnish a bond from (name of bonding company) _____ located at (address) _____.

The security deposit may, in our discretion, be deposited in an interest-bearing account with the bank or savings institution named above. We may retain any interest earned upon the security deposit and may withdraw such interest, if any, from such account as it accrues as often as is permitted by the terms of the account.

Your security deposit will be held and, upon termination of your tenancy, be applied in the manner and for the purposes set forth in this paragraph and paragraph 27 (Surrender and Abandonment) of this Lease Contract.

5.1. Refunds and Security Deposit Deductions. ***In accordance with our policies and as allowed by law, we may deduct from your security deposit the amount of damages beyond normal wear and tear.*** You are required to provide us written notice of your forwarding address, on or before termination of this Lease Contract. If we can determine the full extent of our deductions from your security deposit, we'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than thirty (30) days after termination of your tenancy under this Lease Contract and delivery of possession by you, unless statutes provide otherwise. If we cannot determine the full extent of our deductions from your security deposit within the aforementioned thirty (30) day period, we'll mail you an interim itemized accounting of our deductions from the deposit within thirty (30) days after termination of your tenancy under this Lease Contract and delivery of possession by you, and we'll also mail your security deposit refund (less lawful deductions) and a final itemized accounting of any deductions no later than sixty (60) days after termination of your tenancy under this Lease Contract and delivery of possession by you. 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. We may deduct sums from your security deposit for charges related to the following: your possible non-payment of rent, costs of water and sewer services provided, damage to the premises, damage or destruction of smoke detectors or carbon monoxide detectors, nonfulfillment of the rental period, any unpaid bills that become a lien against the demised property due to your occupancy, costs of re-renting the premises after breach by you, including but not limited to any reasonable fees or commissions paid by the landlord to a licensed real estate broker to re-rent the premises, costs of removal and storage of your property after a summary ejectment proceeding, court costs, or any fee authorized by N.C. GEN. STAT. § 42-46. ***We may also deduct from your security deposit our reasonable costs incurred in rekeying security devices required by law if you vacate the apartment in breach of this Lease.***

6. GUESTS. "Guests" include anyone entering the apartment for any reason related to your occupancy. You are responsible for the conduct of your guests, invitees, family members, and any other person whom you allow to enter the property or apartment, as if such conduct were your own. Unless otherwise stated in this Lease or in our policies, no more than 10 people may be present in the apartment at one time. Other than residents and authorized occupants, no one else may occupy the apartment. In the event we receive any complaints of unreasonable disturbances in the Apartment, you agree that we may limit the number of guests that may enter the Apartment at any one time.

6.1. Exclusion of Persons. We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment 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.

7. CARE OF COMMON AREAS. You must promptly reimburse us for lost rent, loss, damage, government fines, or cost of repairs or service in the apartment community resulting, directly or indirectly, from You, your occupants, guests or visitors. The parties expressly agree that NCGS 42-10 shall not apply to your tenancy and, as such, resident shall be strictly liable for any damage incurred by us, including but not limited to lost rent, even where the premises is not habitable.

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 your or your invitees, guests, or occupants' negligence or intentional acts:

(A) damage to doors, windows, or screens;
(B) damage from windows or doors left open; ***and***
(C) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment.

Each resident is jointly and severally liable for all Lease Obligations relating to any shared areas and utilities (if applicable, and as permitted by law). All residents will be jointly responsible for damage to the Apartment that we do not determine (in our sole discretion) was caused by a specific Resident, and other amounts due under the Lease. In addition to other obligations outlined in this Lease, you are liable for your per-person share of animal violation charges, missing batteries from smoke or other detectors, government fines, or damages to the apartment if we cannot, in our reasonable judgment, ascertain the identity of the person who caused the damages or the charge or fee to be incurred. "Per person" is determined by the number of persons, including you and other residents, authorized to live in the apartment at the time of the damage, charge, fine or violation. Whether or not you pay for the damage, we may still declare a default of the Lease Contract and terminate your right to possession of the premises pursuant to paragraph 24 (Default by Resident) herein.

8. INSURANCE. ***We do not maintain insurance to cover your personal property or personal injury.***

8.1. Renter's Insurance Requirement

You are:

❑ required to buy and maintain renter's insurance, and you shall provide us with proof of such insurance to our satisfaction; ***or***

☒ not required to buy renter's insurance.

8.2. Personal Liability Insurance Requirement

You are:

☒ required to purchase and maintain personal liability insurance, and you shall provide us with proof of such insurance to our satisfaction; ***or***

❑ not required to buy liability insurance.

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You understand and agree that should you allow your liability coverage to lapse, expire or otherwise be terminated, we may, at our sole option (in lieu of declaring an incurable breach), elect to purchase a liability policy on your behalf and assess the premium to you as additional rent which is due and payable with the monthly rent.

If neither option is checked, insurance is not required but is still strongly recommended. Even if not required, we urge you to get your own insurance for losses due to theft, fire, water, pipe leaks, and similar occurrences. Renter's insurance doesn't cover losses due to a flood. We urge all residents, and particularly those residents in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

9. SECURITY AND SAFETY DEVICES.

9.1. Smoke Detectors and Carbon Monoxide Detectors. We'll furnish smoke detectors and carbon monoxide detectors as required by statute, and we'll test them and provide working batteries, if applicable, when you first take possession. After that, you must pay for and replace batteries as needed, unless the law provides otherwise. We may install additional detectors not so required. Upon request, we'll provide, as required by law, a smoke alarm or carbon monoxide detector capable of alerting a person with a hearing-impairment disability.

We may replace dead or missing batteries at your expense, without prior notice to you. You must periodically inspect the smoke detectors and carbon monoxide detectors to ensure their operability and immediately report smoke detector and carbon monoxide detector malfunctions to us.

9.2. Duty to Report. Neither you nor others may disable smoke detectors and carbon monoxide detectors. If you disable or damage the smoke detector and carbon monoxide detectors, or fail to replace a dead battery or report malfunctions to us, you may be liable to us and others for any loss, damage, or fines from fire, smoke, or water.

10. DELAY OF OCCUPANCY. We are not responsible for any delay of your occupancy caused by construction, repairs, cleaning, or a previous resident's holding over.

The Lease Contract will remain in force subject to:
(1) abatement of rent on a daily basis during delay; ***and***
(2) your right to terminate as set forth below.

Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. You hereby acknowledge and agree that we shall not be responsible for any other damages that may result from our failure to deliver possession of the premises, including but not limited to, moving expenses, lodging, storage, or any other cost, expense or damage whatsoever. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there 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 apartment is ready for occupancy, but not later. **Termination notice must be in writing.**

(a) If we give written notice to any of you when or after the Lease begins—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within three (3) days of your receiving the notice, but not later.
(b) If we give written notice before the date of the Lease begins and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within seven (7) days after any of you receives written notice, but not later.

The readiness date is considered the new initial term as set forth in paragraph 3 (Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree in writing.

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Resident Life

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

11.1. Photo/Video Release. When signing this Lease, you grant us permission to use any photograph or video taken of you while you are using property common areas or participating in any event sponsored by us.

11.2. Limitations on Conduct. Your apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment 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. Conducting any kind of business (including child care services) in your apartment or in the apartment 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 apartment for business purposes. 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.

11.3. Notice of Convictions and Registration. You agree to notify us if you or any occupants are convicted of (A) any felony, ***or*** (B) any misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

11.4. Attendance and Enrollment. We may, at our option, require information about your attendance and enrollment. If required by us, you must notify us prior to any extended absence from your unit that is for more than fourteen (14) days and not during a regular school break. If you are suspended or expelled by an educational institution, we have the right, but not the obligation, to terminate your Lease. Within ten (10) days of your suspension or expulsion, you must give us written notice if our policies require this information. At our request, the educational institution may give us information about your enrollment status.

11.5. Common Areas. As used in this Agreement, the terms "Common Area" or "Common Areas" shall refer to all land and fixtures and spaces (other than Our business and management offices) outside the premises that are owned and maintained by us and comprise the single piece of real property that form the single community in which the premises is located. You understand and agree that the use of the Common Areas (including any amenity, swimming pool, exercise room, basketball court, parking areas, laundry facilities, hallways, breezeways, roadways, and so forth) is subject to any Rules and Regulations set by us and that such Rules and Regulations may be changed at any time without notice. You understand and agree that your payment of rent to us only entitles you to the rental and use of the premises and your ingress and egress to and from the premises while you remain in legal possession of the premises; you also understand and agree that your use of any Common Area facility is not included as part of the rent but instead is a privilege grated to you by us. We may revoke your privilege

to use any facility upon your default of this Agreement, or if we deem, in our sole discretion, that you or an occupant or guest has misused the facility in any way or has disturbed the rights or comfort of other people. In the event we revoke your privilege to use a facility, you agree that we have the right to trespass you and your occupant(s) criminally from the facility. You also further agree that:

(A) We may close or eliminate any facility at any time;

(B) that we may bar you or any occupant or guest from entering or using any facility based on your, or their, misuse of same or based upon your default of this Agreement, including but not limited to your failure to pay rent or any other debt when due under this Agreement;

(C) You would not be entitled to any rent reduction or abatement or rescission or damages of any kind whatsoever relating in any way to your inability to access or use any facility.

You also agree that we may remove, or we may request that any law enforcement officer remove or otherwise trespass, any person from the Common Areas where such person cannot or will not establish that they are a resident, occupant or guest.

11.6. Amenities. We reserve the right to set the days and hours of use for all Amenities and to change the character of, or close, any Amenity based upon our needs and in our sole and absolute discretion, without notice, obligation or recompense of any nature to you.

12. PROHIBITED CONDUCT. You, your occupants or guests, or the guests of any occupants, may not engage in the following activities:

(a) criminal conduct of any kind; including, but not limited to: manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others;

(b) behaving in a loud or obnoxious manner;

(c) disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community;

(d) disrupting our business operations;

(e) storing anything in closets having gas appliances;

(f) tampering with utilities or telecommunications;

(g) bringing hazardous materials into the apartment community;

(h) using windows for entry or exit;

(i) heating the apartment with a gas-operated cooking stove or oven; ***or***

(j) allowing or inviting any previously trespassed and/or banned guest or visitor into the community.

13. PARKING. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, scooters, 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 apartment community if it:

(1) has a flat tire or other condition rendering it inoperable;

(2) is on jacks, blocks or has wheel(s) missing;

(3) has no current license plate or no current registration and/or inspection sticker;

(4) takes up more than one parking space;

(5) belongs to a resident or occupant who has surrendered or abandoned the apartment;

(6) is parked in a marked handicap space without the legally required handicap insignia;

(7) is parked in space marked for manager, staff, or guest at the office;

(8) blocks another vehicle from exiting;

(9) is parked in a fire lane or designated "no parking" area;

(10) is parked in a space marked for other resident(s) or unit(s);

(11) is parked on the grass, sidewalk, or patio;

(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.

14. RELEASE OF RESIDENT. Unless allowed by this Lease Contract, federal or state law, you won't be released from this Lease Contract for any reason.

15. 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.

16. RESIDENT SAFETY AND LOSS. ***We are not liable to you, other residents in your unit or your guests for any damage, injury or loss to person or property caused by persons, including but not limited to theft, burglary, assault, vandalism or other crimes.*** You shall immediately notify us of any damage to the premises by fire, flooding, or other casualty not caused by us, including any type of catastrophic damage which renders the premises or a substantial portion of the premises, uninhabitable. We're not liable to you, other residents, guests, or occupants 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 or other occurrences unless such damage injury or loss unless otherwise required by law. Furthermore, where such damage is not caused by us, we shall have no obligation to provide alternative housing for you or to pay relocation expenses associated with vacating the premises. During freezing weather, you must ensure that the temperature in the apartment 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 apartment, you'll be liable for damage to our and other's property. 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.

You acknowledge that we are not equipped or trained to provide personal security services to you, other residents or your guests. You recognize that we are not required to provide any private security services and that no security devices or measures on the property are fail-safe. You further acknowledge that even if an alarm is provided it is a mechanical device that requires proper operation by you regarding coding and maintaining the alarm. Any charges resulting from the use of an intrusion alarm will be charged to you, including but not limited to any false alarms with police/fire/ambulance response or other required city charges.

We do not warrant security of any kind. You agree that you will not rely upon any security measures taken by us for personal security, and that you will call local law enforcement authorities if any security needs arise, along with 911 or any other applicable emergency number if an emergency occurs.

17. CONDITION OF THE PREMISES AND ALTERATIONS.

17.1. As-Is. You'll be given an Inventory and Condition form on or before move-in. Within seven (7) days of 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.

17.2. Standards and Improvements. You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. 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 statutorily allowed 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 detectors and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. When you move in, we'll supply the initial batteries for any battery-operated smoke detectors and carbon monoxide detectors; after that, you'll be responsible for testing such batteries and replacing the same for the duration of the tenancy and any renewal thereof. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

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18. REQUESTS, REPAIRS, AND MALFUNCTIONS.

18.1. Written Requests Required. IF YOU NEED TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE RESIDENT PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except for fair-housing accommodation or modification requests or situations involving imminent danger or threats to health or safety such as fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, crime in progress, or imminently dangerous conditions as specifically defined by law). Our written notes on your oral request do not constitute a written request from you. A request for maintenance or repair for your bedroom may be made by you or another occupant of the bedroom only. A request for maintenance or repair of any joint-use area may be made by you or any resident.

18.2. Notifications and Requirements. 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. Unless we instruct otherwise, you are required to keep the apartment cooled or heated according to our policies.

18.3. Utilities. We may change or install utility lines or equipment serving the apartment 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 rarely 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.

18.4. Our Right to Terminate for Casualty Loss/Property Closure. We may, in our sole discretion, elect to repair substantial damage to the premises within a reasonable time under the circumstances, and in such an event, your obligations under the Lease Contract shall continue. Any obligation to pay rent during such period of repair shall be abated so long as the substantial damage was not caused by you, your occupants, guests or visitors. 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 (dating back to the date of the casualty) and all deposits, less lawful deductions. Should you fail to vacate the Premises (by removing all personal property therefrom) within the timeframe provided for herein, you shall be considered a holdover tenant and subject to immediate termination with no further notice.

19. ANIMALS.

19.1. No Animals Without Consent. ***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 apartment or apartment Community unless we've so authorized in writing.*** 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. The animal addendum includes information governing animals, including assistance or service animals. We will authorize an assistance animal for a disabled person without requiring an animal deposit. 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. You represent that any requests you made are true, accurate and made in good faith. You must not feed stray or wild animals.

19.2. Removal of Unauthorized Animal. We may remove an illegal or unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a written notice of our intent to remove the animal within 24 hours; ***and*** (2) following the procedures of Paragraph 20 (When We May Enter). We won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

19.3. Violations of Animal Policies and Charges. If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this, including an initial charge of $ 100.00 per animal (not to exceed $100 per animal) and a daily charge of $ 10.00 per animal (not to exceed $10 per day per animal) from the date the animal was brought into your apartment until it is removed. You shall remove any pet previously permitted under this Lease Contract and the Animal Addendum within 24 hours of written notification from us that the pet, in our sole judgment, creates a nuisance or disturbance or is, in our opinion, undesirable. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules.

20. WHEN WE MAY ENTER. If you or any co-resident, guest or occupant is present, then repairers, servicers, contractors, our representatives or other persons listed in (2) below may peacefully enter the bedroom or apartment at reasonable times for the purposes listed in (2) below. If nobody is in the bedroom or apartment, such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary in emergencies) if:

(1) written notice of the entry is left in a conspicuous place in the apartment immediately after the entry; ***and***

(2) entry is for: responding to your or any co-resident's request; making repairs or re-placements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-and/or carbon monoxide detector(s) batteries; retrieving unreturned tools, equipment, or appliances; preventing waste of utilities; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices; removing or rekeying unauthorized access control devices; stopping excessive noise; cutting off electricity according to statute; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing entry by a law officer with search or arrest warrant or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing apartment to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and to lenders, appraisers, contractors, prospective buyers, or insurance agents. Should you fail or refuse to allow us access to the premises pursuant to the terms of this paragraph, you shall be in default of this Lease Contract.

21. NOTICES. Notices and requests from you or any other resident or occupant of the apartment constitute notice from all co-residents. Unless this Lease or the law requires otherwise, any notice required to be provided, sent or delivered in writing by us may be given electronically, subject to our rules. Your notice of Lease Contract termination or intent to move out must be signed by you. A notice from us to you to pay sums owed only by you, or regarding sale of property that belongs only to you or that was in your possession and care, will be addressed to you only. You represent that you have provided your current electronic mail address to us, and that you will notify us in the event your electronic mail address changes.

22. SUBLETTING, TRANSFER, RELOCATION AND REPLACEMENTS. ***Prior written consent required. Replacing a resident, subletting, assignment , or granting a right or license to occupy is allowed only when we expressly consent in writing.***

22.1. Transfers. You must get our prior written approval for any transfer. If transfer is approved, you must:

(a) be in compliance with all terms of this Lease;

(b) execute a new Lease or other agreement for the space to which you are transferring;

(c) complete all required forms;

(d) pay a new security deposit in advance if required; ***and***

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(e) pay transfer fee of $ 250.00 in advance if you are moving from one unit to another or $ 150.00 in advance if you are moving from one exclusive space to another in the same unit.

Under no circumstances will we be responsible for paying for moving costs.

22.2. Relocation. We reserve the right at any time, upon five (5) days prior written notice to you and without your having to pay any transfer fee, to relocate you to another bedroom in the Apartment or to another Apartment within the Apartment community. We will assist you in moving your personal property and pay for rekeying if we require you to relocate.

22.3. Replacement. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent, in writing, to the replacement, subletting, assignment, or granting a right or any license to occupy, then:

(a) a reletting charge *will not* be due;

(b) a reasonable administrative (paperwork) and/or transfer fee *will* be due, and a rekeying fee *will* be due if rekeying is requested or required; ***and***

(c) the departing and remaining residents *will* remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.

If we approve a replacement resident, then, at our option, that resident must sign a new Lease. Deposits will not transfer, unless we agree otherwise in writing. The departing resident will no longer have a right of occupancy or security-deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing—even if a new Lease Contract is signed.

22.4. Rental Prohibited. You agree that you won't rent or offer to rent your bedroom or all or any part of your apartment to anyone else. You agree that you won't accept anything of value from anyone else for the use of any part of your apartment. You agree not to list any part of your apartment on any lodging rental website or with any service that advertises dwellings for rent.

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Owner's Rights and Remedies

23. RESPONSIBILITIES. We'll act with customary diligence to:

(a) comply with the applicable building and housing codes;

(b) make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition;

(c) keep all common areas of the premises in safe condition;

(d) maintain in good and safe working order and promptly repair all facilities and appliances supplied or required to be supplied by us; ***and***

(e) provide operable smoke and/or carbon monoxide detectors and replace or repair the smoke and/or carbon monoxide detectors within fifteen (15) days of receipt of your written notification to us.

24. DEFAULT BY RESIDENT.

24.1. Acts of Default. You'll be in default if you or any guest or occupant violates any terms of this Lease Contract or Addenda including but not limited to the following violations:

(A) you don't pay rent or other amounts that you owe when due;

(B) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs;

(C) you abandon the apartment;

(D) you give incorrect or false answers in a rental application;

(E) 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;

(F) any illegal drugs or paraphernalia are found in your apartment;

(G) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government; or

(H) you allow a co-resident who has been evicted to stay in your bedroom or the apartment.

The resident defaults contained in the Lease will be limited to conduct by you or any of your invitees, guests or occupants, or to conduct in which you and any invitee, guest, occupant or resident participated. The remedies for a default committed solely by a resident in the apartment will be limited to those that affect that resident only.

24.2. Lease Renewal When A Breach or Default Has Occurred. In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, We may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease.

24.3. Eviction. If you default, we may re-enter and re-take possession of the premises and may immediately institute proceedings for summary ejectment as provided by law without notice or demand. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other lease obligations. **After filing a summary ejectment suit, we may still accept a partial payment of rent or a partial housing subsidy payment;** the filing or acceptance doesn't waive or diminish our right of eviction, or any other contractual or statutory right. Accepting a partial payment of rent or a partial housing subsidy payment at any time doesn't waive your default of this Lease Contract; our right to damages; past or future rent or other sums; or to file an eviction or to continue with filed eviction proceedings; nor does our exercise of any of our rights in this paragraph violate Chapter 75 of the N.C. General Statutes. If you are evicted, you must leave the apartment and cannot live in another bedroom or anywhere else in the apartment. Pursuant to NCGS 42-73, we may accept a full payment of rent due with full and complete knowledge of any criminal acts that violate this Lease Contract without such acceptance of rent constituting any waiver of your default or our rights to enforce the same.

24.4. Other Remedies. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us all sums due and owing. Upon your default, we have all other legal remedies, including lease termination and summary ejectment under state statute. We may recover from you attorney's fees and all litigation costs to the extent permitted by law. In the event we file a summary ejectment lawsuit against you, we may also recover from you the highest one of the following fees (which shall be in addition to late fees, attorney's fees, and any applicable court costs):

(1) Complaint Filing Fee. If you are in default of this Lease Contract and if we file and serve a summary ejectment complaint or a complaint for money owed against you, and if we elect to dismiss the complaint after you cure the default, you shall owe Us a Complaint Filing Fee equal to $15.00 or five percent (5%) of the monthly rent, whichever is higher. If the rent is subsidized by a government entity, the Complaint Filing Fee will be $15.00 or 5% of your share of the monthly rent, whichever is higher.

(2) Court Appearance Fee. In the event that (A) we file, serve, and prosecute successfully a summary ejectment complaint or complaint for money owed against you ***and*** (B) a judgment is entered against you, you shall owe us—in lieu of the Complaint Filing Fee—a Court Appearance Fee equal to ten percent (10%) of the monthly rent. If the rent is subsidized by a government entity, the Court Appearance Fee will be 10% of your share of the monthly rent.

(3) Second Trial Fee. In the event that (A) you appeal a judgment of a magistrate and (B) we prove that you are in default of the lease at the new trial ***and*** (C) we obtain a judgment against you at the new trial, you shall owe us—in lieu of the Complaint Filing Fee and Court Appearance Fee—a Second Trial Fee equal to twelve percent (12%) of the monthly rent. If the monthly rent is subsidized by a government entity, the Second Trial Fee will be 12% of your share of monthly rent.

24.5. Mitigation of Damages. If you move out early, you'll be subject to all remedies under North Carolina law. We'll exercise customary diligence to relet and mitigate damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

24.6. Default by Other Residents. If there is a default by another resident, it may not be possible to prevent their occupancy of the apartment during legal proceedings.

25. OTHER IMPORTANT PROVISIONS.

25.1. Representatives' Authority; Waivers; Notice.
Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.

Any dimensions and sizes provided to you relating to the apartment are only approximations or estimates; actual dimensions and sizes may vary. 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. 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, letter or fax that was given. Fax or electronic signatures are binding. All notices must be signed.

25.2. 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.

25.3. 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.
(F) This Lease remains in effect if any provision or clause is invalid or if initials are omitted on any page.
(G) All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.
(H) This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.
(I) All Lease Contract obligations must be performed in the county where the apartment is located.
(J) All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.
(K) The term "including" in this Lease should be interpreted to mean "including but not limited to."
(L) Nothing in this Lease constitutes a waiver of our remedies for a breach under your prior lease that occurred before the lease term in Paragraph 3 (Term) begins.

25.4. Rooming House. In no event shall the Apartment be deemed a rooming or lodging house and, in the event any state or local agency makes any determination to the contrary, we reserve the right to terminate the Lease upon seven (7) days' notice.

25.5. 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 our control, then we shall be excused from any further performance of obligations and undertakings hereunder, to the fullest extent allowed under applicable law. Your exposure to or contracting of a Virus does not excuse you from fulfilling your Lease obligations.

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.

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End of the Lease

26. 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. 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. All residents, guests, and occupants must vacate the apartment before the thirty (30)-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

26.1. Cleaning. You must thoroughly clean the apartment, 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 if the cleaning was excessive or the damages were beyond normal wear and tear.

26.2. Move-Out Inspection. You should meet with our representative for a move-out inspection. 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.

27. SURRENDER AND ABANDONMENT.

You have ***surrendered*** the bedroom and the apartment when:
(A) the move-out date has passed and no one is living in the apartment in our reasonable judgment; ***or***
(B) all bedroom and apartment keys and access devices listed herein have been turned in where rent is paid—whichever date occurs first.

You have ***abandoned*** the bedroom and the apartment when all of the following have occurred:
(A) you appear to have moved out in our reasonable judgment;
(B) clothes, furniture, and personal belongings have been substantially removed from the bedroom in our reasonable judgment;
(C) you've been in default for non-payment of rent for five (5) consecutive days or water, gas, or electric service for the apartment not connected in our name has been terminated; ***and***
(D) you've not responded for two (2) days to our notice left on the inside of the main entry door, stating that we consider the apartment abandoned. An apartment is also "abandoned" ten (10) days after the death of a sole resident.

27.1. The Ending of Your Rights. 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 apartment, and determine any security deposit deductions. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment but do not affect our mitigation obligations.

27.2. Eviction or Summary Ejectment and Property Left in the Apartment. In the event you violate any terms or conditions of this Lease Contract or Addenda or fail to perform any promise, duty or obligation you have agreed to or imposed upon you by law, then we, in addition to all other rights and remedies provided by law, may, at our option and with or without notice to you, either (1) terminate this Lease Contract or (2) terminate your right to possession of the premises without terminating this Lease Contract.

Regardless of whether we terminate this Lease Contract or only terminate your right of possession without terminating this Lease Contract, we shall be immediately entitled to possession of the premises and you shall peacefully surrender

possession of the premises to us immediately upon our demand. In the event that you fail to surrender possession, we shall re-enter and re-take possession through a summary ejectment proceeding or expedited eviction proceeding as provided by North Carolina law. In the event that we terminate this Lease Contract, all of our duties under this agreement shall terminate and we shall be entitled to collect from you all accrued and unpaid rents, and damages arising under this Lease Contract.

If we bring a suit against you for summary ejectment, the County sheriff may remove your personal property from the apartment within seven (7) days from the time the sheriff executes the Writ of Possession. You must retake possession of your property if it is removed by the sheriff. If you do not do so, the sheriff may arrange for the storage of your property, and you will be liable for the costs of the proceedings and the storage of your property.

If the sheriff does not store your personal property removed from the apartment, we may take possession of it and move it for storage purposes. In the event of an execution of a Writ of Possession against you, you agree that this sentence hereby constitutes our offer to release your personal property to you during our regular business hours for the seven calendar-day period following the execution of a Writ of Possession. Seven (7) days after being placed in lawful possession of your personal property by execution of the Writ of Possession, we may throw away, dispose of, or sell your property. If you request that we release your property to you during the seven (7) day period, we must do so during our regular business hours. If we elect to sell your property, we must give you at least seven (7) days notice prior to the sale, and we must release your property to you if you so request before the sale. If you do not request the release of your property within seven (7) days, all costs of summary ejectment, execution and storage proceedings shall be charged to you as court costs and shall constitute a lien against the stored property. In the event we terminate your right of possession without terminating this Lease Contract, you shall remain liable for the full performance of all the covenants, and we shall use reasonable efforts to re-rent the premises on your behalf and you shall remain liable for any resulting costs, deficiencies or damages. Any such rentals reserved from re-renting shall be applied first to the cost of re-renting the premises and then to the rentals due under this Lease Contract. Re-entry shall not bar the right of recovery of rent or damages for breach of covenants, nor shall the partial receipt of rent after conditions broken be deemed a waiver of forfeiture, as provided by N.C.G.S. In order to entitle us to re-enter and/or terminate this Lease Contract for default, it shall not be deemed necessary to give notice of rent being due and unpaid or of other conditions broken or to make demands for rent, the execution of this Lease signed by you and us being sufficient notice of all terms of this Lease Contract including of the rent being due and demand for the same. We shall have all rights granted pursuant to N.C.G.S. §42-25.9 and §42-25.6.

27.3. Abandoned Property. If you abandon personal property with a value of $750 or less from apartment or fail to remove such property at the time of execution of a Writ of Possession, we may, as an alternative to the procedures described above, deliver the property to a non-profit organization regularly providing free or inexpensive clothing or household furnishings to people in need, provided that such organization agrees to store the property separately for a thirty (30)-day period, and to release it to you without charge during this thirty (30)-day period. We will deem personal property to be abandoned if we find evidence clearly showing the apartment has been voluntarily vacated after the rental period has expired and we have no notice of a disability that caused the vacancy.

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General Provisions and Signatures

28. DISCLOSURE RIGHTS. If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

29. 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 apartment (multi-housing) associations for the area where the apartment is located.

30. CANCELLATION. If written cancellation is received within 72 hours of the date you sign this Lease, the Lease will be voided with no penalties to you, unless we have received the first installment or you have been issued keys.

31. 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.

32. 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.

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

See Additional Special Provisions

34. RENTAL APPLICATION. You understand and agree that we have relied upon the Rental Application ("application") submitted by you as an inducement for entering into this Lease Contract, and you warrant that the facts contained in such application are true. If we determine or learn that any fact or representation in the application is false or deceptive or omits material facts, you shall be in default of this Lease Contract, and in such an event, we shall have all of the rights and remedies set forth in this Lease Contract.

You understand and agree that we reserve the right to check the criminal records of you and your occupants at any time during the original term or any renewal terms of this Lease Contract, though you also agree that we have no affirmative duty to anyone to research or monitor the criminal records or sex offender records of any person.

Before submitting a rental application or signing a Lease, you should review the documents and consult an attorney. You are legally bound by this Lease when you sign it. A facsimile or an electronic signature on this Lease is as binding as an original signature.

The leasing process will be completed after we review, approve and return a countersigned Lease to you. You understand a contract has been formed even if the specific apartment or bedroom is to be assigned at a later date.

Additional provisions or changes may be made in the Lease if agreed to in writing by the parties. This Lease is the entire agreement between you and us. You are NOT relying on any oral representations.

You are entitled to receive a copy of this Lease after it is fully signed.

Keep it in a safe place.

Resident *(sign below)*

Date Signed

Owner or Owner's Representative *(signing on behalf of owner)*

Date Signed

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

2970 CLAIRMONT RD STE 310

Atlanta, Georgia 30329

(404)920-5300

Name and address of locator service *(if applicable)*

After-hour phone number (919) 980-4203

(Always call 911 for police, fire, or medical emergencies.)

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SPECIAL PROVISIONS (CONTINUED FROM PAGE 8). SEE COMMUNITY ADDENDUM AND ALL OTHER ADDENDA ATTACHED HERETO. The Non-Refundable Application Fee shall be $50 and the Administration Fee shall be $150. Guests are not permitted to stay in the apartment for more than 3 consecutive days without our prior written consent. Only apartments with assigned floorplan of 1x1 will have another person assigned to share your bedroom. All other assigned floorplans will have single-occupancy bedrooms.

RALEIGH ADDENDUM
CAUSING A STRIKE IS A DEFAULT OF THE LEASE CONTRACT; APARTMENT UNIT REGISTRATION FEE

Becomes part of Least Contract

Date: April 4, 2022
(when this Addendum is filled out)

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Apr 26 2022

1. UNIT DESCRIPTION.
Unit No. 8X8, 5701 Hillsborough Street
(street address)
in Raleigh, North Carolina, 27606 *(zip code)*.

2. LEASE CONTRACT DESCRIPTION.
Lease Contract Date: April 4, 2022
Owner's name: NCST, LP

Residents *(list all residents)*:
Paloma P. Paloma

The terms "you" and "your" refer to all residents listed herein and all occupants, visitors or guests; and the terms "we," "us," and "our" refer to the owner named in the Lease Contract. For purposes of this addendum, the terms "property" or "premises" mean the apartment community. The terms "unit" or "apartment" means the dwelling unit leased by the resident(s).

3. REGULATED ACTIVITIES, ASSESSMENT OF STRIKES AND DAMAGES. The Ordinance also allows the City of Raleigh to assess a "Strike" ("Strike") for any of the following occurrences ("Regulated Activities"):

A. Possession of an unlicensed, uninspected or inoperable vehicle at the apartment community;
B. Violations of the noise regulations defined in § 12-5007;
C. Violations of the occupancy regulations defined in § 10-5151;
D. Violations of § 13-3017;
E. Causing a nuisance pursuant to § 12-6002;
F. Engaging in any criminal actions including but not limited to disorderly conduct, unlawful possession of weapons, prostitution, or possession of stolen property.

Any act or omission by you that results in a Strike against any property owned by us is a material breach and default of the Lease Contract. Any criminal acts or omissions by you during the term of the Lease Contract (whether such acts are committed at the property or elsewhere) shall be deemed to be Regulated Activities and place you in material breach and default of the Lease Contract. In the event you engage in conduct that a reasonable person would deem a Regulated Activity or are charged with a violation of any Regulated Activities (whether the violation is civil or criminal in nature) you shall be in material default of the Lease Contract regardless of whether your behavior results in an arrest, conviction, citation or any formal civil or criminal liability.

Immediately upon default, we shall have all rights and remedies under the law, including but not limited to the right to enter and re-take possession of the unit without any form of notice to you. We may also file a summary ejectment action against you. You need not be arrested, convicted, receive a citation from the City of Raleigh or admit liability for us to succeed in the summary ejectment proceeding.

In the event your acts or omissions cause a Strike or probationary status to be placed against the property or the unit by the City of Raleigh we shall be entitled to damages including but not limited to the following: (1) lost rents or other revenue, (2) fines, fees, penalties or other assessments by the City of Raleigh or any other any other entity, (3) attorneys fees and (4) any diminution in value of the apartment community.

4. NOTICE. You must notify us of any civil or criminal citations or warnings issued to you, any other residents, your occupants or guests from any governmental official within twenty four hours of citation.

5. INDEMNIFICATION. To the extent allowed by law, you agree to hold us harmless and to indemnify us from any and all lawsuits, costs, lost rents or other revenues, fines, penalties, fees, attorney's fees, or other damages that we incur as a result of your breach of this addendum or the Lease Contract.

6. MISCELLANEOUS. Any provision of this Addendum that is prohibited by or unenforceable under any law shall be ineffective only to the extent of such prohibition without invalidating the remaining provisions of this Addendum. All remedies are cumulative. Failure by us to exercise all or any of our remedies under this addendum or the Lease Contract does not constitute a waiver or waive any of our rights.

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

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

Resident or Residents *(All residents must sign and date)*	**Owner or Owner's Representative** *(Signs and dates below)*

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COMMUNITY POLICIES, RULES AND REGULATIONS ADDENDUM

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Apr 26 2022

This addendum is incorporated into the Lease Contract (the "Lease") identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:

Property Owner: NCST, LP

Resident(s): Paloma P. Paloma

Unit No:/Address: #8X8, 5701 Hillsborough Street, Raleigh, NC 27606

Lease Date: 04/04/2022

I. GENERAL CONDITIONS FOR USE OF DWELLING PROPERTY AND RECREATIONAL FACILITIES.

Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, "Amenities") located at the Dwelling Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease, this Addendum, and the Community rules and regulations ("Rules") in effect at any given time, and such permission may be revoked by Owner at any time for any lawful reason. In all cases, the most strict terms of either the Lease, this Addendum, or the Community Rules shall control. Owner reserves the right to set the days and hours of use for all Amenities and to change the character of or close any Amenity based upon the needs of Owner and in Owner's sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. Owner and management may make changes to the Rules for use of any Amenity at any time.

Additionally, Resident(s) expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity, related to Resident's use of the amenities at the Community. Resident(s) agrees to hold Owner harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident(s) may have against Owner and that are in any way related to or arise from such use. This provision shall be enforceable to the fullest extent of the law.

THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S)' OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND COMMUNITY RULES AND REGULATIONS, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term "Owner" shall include the Management, officers, partners, employees, agents, assigns, Owners, subsidiaries and affiliates of Owner.

II. POOL. This Community ☒ **DOES**; ❑ **DOES NOT** have a pool. When using the pool, Resident(s) agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
- All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries.
- For their safety, Residents should not swim alone.
- Pool hours are posted at the pool.
- No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
- Proper swimming attire is required at all times and a swimsuit "cover up" should be worn to and from the pool.
- No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.
- Resident(s) must accompany their guests.
- Resident(s) must notify Owner any time there is a problem or safety hazard at the pool.

III. FITNESS CENTER. This Community ☒ **DOES**; ❑ **DOES NOT** have a fitness center. When using the fitness center, Resident agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies.
- The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment.
- Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
- Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of Management Rules and Policies.
- Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Resident's physician.
- Resident(s) will keep Fitness Center locked at all times during Resident's visit to the Fitness Center.
- Resident(s) will not admit any person to the Fitness Center who has not registered with the Management Office.
- Resident(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.

Card # issued:(1) _____ (3) _____ (5) _____
(2) _____ (4) _____ (6) _____

IV. PACKAGE RELEASE. This Community ☒ **DOES**; ❑ **DOES NOT** accept packages on behalf of Residents.

For communities that do accept packages on behalf of its Residents:

Resident(s) gives Owner permission to sign and accept any parcels or letters sent to Resident(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same.

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V. BUSINESS CENTER. This Community ☒ **DOES**; ❑ **DOES NOT** have a business center.
Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Rules and Regulations posted in the business center and Management policies. Owner is not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to _____ minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center.

VI. AUTOMOBILES/BOATS/RECREATIONAL VEHICLES. The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:

- Only ___1___ vehicle per licensed Resident is allowed.
- All vehicles must be registered at the Management office.
- Any vehicle(s) not registered, considered abandoned, or violating the Lease, this Addendum, or the Community Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after a __24__ hour notice is placed on the vehicle.
- Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner's expense.
- The washing of vehicles is not permitted on the property unless specifically allowed in designated area.
- Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
- Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.

VII. FIRE HAZARDS. In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:

- Residents and guests will adhere to the Community rules and regulations and other Management policies concerning fire hazards, which may be revised from time to time.
- No person shall knowingly maintain a fire hazard.
- **Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of _____ feet from any building.** Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
- **Fireplaces:** Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
- Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in dwellings, near exits, stairways breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
- No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
- Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.

VIII. EXTERMINATING. Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Residents' dwelling several times a year and as needed to prevent insect infestation. Owner will notify Residents in advance of extermination in Residents' Dwelling, and give Resident instructions for the preparation of the Dwelling and safe contact with insecticides. Residents will be responsible to prepare the Dwelling for extermination in accordance with Owner's instructions. If Residents are unprepared for a scheduled treatment date Owner will prepare Residents' dwelling and charge Residents accordingly. Residents must request extermination treatments in addition to those regularly provided by Owner in writing. **Residents agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:**

- Clean in all cabinets, drawers and closets in kitchen and pantry.
- If roaches have been seen in closets, remove contents from shelves and floor.
- Remove infants and young children from the dwelling.
- Remove pets or place them in bedrooms, and notify Owner of such placement.
- Remove chain locks or other types of obstruction on day of service.
- Cover fish tanks and turn off their air pumps.
- Do not wipe out cabinets after treatment.

In the case of suspected or confirmed bed bug infestation, resident will agree to the following:

- Resident will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
- Resident will thoroughly clean, off premises, all luggage, handbags, shoes and clothes hanging containers.
- Resident will cooperate with Owner's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.

RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO EXTERMINATION AND THE USE OF INSECTICIDES

IX. DRAPES AND SHADES. Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance.

X. WATER BEDS. Resident shall not have water beds or other water furniture in the dwelling without prior written permission of Owner.

XI. BALCONY or PATIO. Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios. No misuse of the space is permitted, including but not limited to, throwing, spilling or pouring liquids or other items, whether intentionally or negligently, over the balconies or patios.

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XII. SIGNS. Resident shall not display any signs, exterior lights or markings on dwelling. No awnings or other projections shall be attached to the outside of the building of which dwelling is a part.

XIII. SATELLITE DISHES/ANTENNAS. You must complete a satellite addendum and abide by its terms prior to installation or use.

XIV. WAIVER/SEVERABILITY CLAUSE. No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Part is invalid for any reason whatsoever, this finding shall not effect the validity of the remaining portions of this addendum, the Lease Contract or any other addenda to the Lease Contract.

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

Grills or any other outdoor cooking or open flame devices are prohibited unless provided by the community in common areas. The fine for a grill on a patio/balcony is a minimum of $100.00. If Resident activates the fire sprinkler system without the danger of fire present, Resident will be responsible for all damages caused by the activation. Anyone found to falsely pull a fire alarm will be subject to criminal charges, a minimum fine of $300.00, and/or a default of the Contract.

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Apr 26 2022

I have read, understand and agree to comply with the preceding provisions.

Resident	Date	Resident	Date
Resident	Date	Resident	Date
Resident	Date	Resident	Date
Owner Representative		Date	

North Carolina/National Apartment Association Official Form, September 2018
© 2018, National Apartment Association, Inc.

UTILITY AND SERVICES ADDENDUM

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Apr 26 2022

This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated April 4, 2022 between NCST, LP

("We") and Paloma P. Paloma

("You") of Apt. No. 8X8 located at 5701 Hillsborough Street

(street address) in Raleigh, NC 27606

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 utility and service bills, including charges for usage, deposits, and any charges, taxes, fees, administrative fees or costs associated with the utility services or billing (collectively, "costs"), and the method of metering or otherwise allocating the payment of utility services and costs, will be as indicated below.

   a) **Water** service to your apartment and costs will be paid by you either:
      - ❑ Directly to the water service provider; or
      - ❑ Water service will be billed by the service provider to us and then allocated to you based on sub-metering of all your water use.

   b) **Sewer** service to your apartment and costs will be paid by you either:
      - ❑ directly to the utility service provider; or
      - ❑ Sewer service will be billed by the service provider to us and then allocated to you based on sub-metering of all your water use.

   c) **Gas** service to your apartment and costs will be paid by you directly to the gas service provider.

   d) **Trash** service to your apartment will be paid by you either:
      - ❑ directly to the utility service provider; or
      - ❑ Trash bills will be billed by the trash service provider to us and then charged 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 _____

   e) **Electric** service to your apartment and costs will be paid by you directly to the electric service provider.

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

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

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

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

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

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

   METERING/ALLOCATION METHOD KEY
   "1" - Sub-metering of all of your water/gas/electric use
   "2" - Flat rate per month
   "3" - Allocation based on the number of persons residing in your apartment
   "4" - Allocation based on the number of persons residing in your apartment using a ratio occupancy formula
   "5" - Allocation based on square footage of your apartment
   "6" - Allocation based on a combination of square footage of your apartment and the number of persons residing in your apartment unit
   "7" - Allocation based on the number of bedrooms in your apartment
   "8" - Allocation based on a lawful formula not listed here
   (Note: if "8" is selected, a separate "Exhibit A" will be attached describing the formula used)

2. 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.

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If a flat fee method for trash 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, your payment of utility and/or services bills must be received within 30 days of the date when the bill is issued at the place indicated on your bills, or the payment will be late. The late payment of a bill or failure to pay any utility and/or services bill is a material breach of the Lease and we will exercise all lawful remedies available under the Lease. To the extent there is a billing fee for the production of any utility or services bill by us or our billing company, you shall pay such billing fee in an amount not to exceed $3.75 or any higher amount as approved by the North Carolina Utilities Commission.
4. You will be charged for the full period of time that you are living in, occupying, or responsible for payment of rent and utility or service charges on the apartment. If you breach the Lease, you will be responsible for utility and service charges for the time period you were obligated to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish non-water/sewer utilities and services accounts for which you are responsible, we may charge you for any such utilities and services billed to us with respect to your apartment.
5. When you move out, you will receive a final bill, which may be estimated by us based on your prior utility and services usage. This bill must be paid at the time you move out or it will be deducted from the security deposit, as permitted by state law. Unless prohibited by law, bills may also be estimated on a temporary basis when necessary due to equipment malfunctions or other problems.
6. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utilities or any other services provided to the apartment unless such loss or damage was the direct result of an intentional or negligent act or omission 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 apartment due to such outages, interruptions, or fluctuations.
7. You agree not to tamper with, adjust, or disconnect any utility or services 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 and this Addendum.
8. Owner has the sole authority to select and approve all utility and services providers who may provide services to Resident(s) at the apartment community, to the extent not prohibited by law.
9. Where lawful, all utilities, charges and fees of any kind under this lease (except water and sewer charges) 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.
10. 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.
11. 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.
12. 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.
13. 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.

If you reside in a one-bedroom unit, you must contact the local electric provider to establish your own electric service account, and shall be responsible for all such charges, deposits, fees, and payments connected therewith. Resident agrees to pay an account set-up fee (Telecom Fee) of $105 for new leases and $60 for renewal leases at the time of new move-in or renewal. Such Telecom Fee is required by Owner and includes the cost of set up and management of cable and Internet services. Owner uses Simple Bills, an outside vendor, to provide billing services. Owner has the right to charge Resident for such services, and such amount will be payable by Resident as additional rent. Owner has the right to change the third-party billing provider at any time upon written notice to Resident.

I have read, understand, and agree to comply with the preceding provisions: *(All residents must sign here)*

Resident Signature _____ Date _____
Resident Signature _____ Date _____
Resident Signature _____ Date _____
Resident Signature _____ Date _____
Resident Signature _____ Date _____
Resident Signature _____ Date _____
Owner Representative _____ Date _____

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Apr 26 2022

CRIME/DRUG FREE HOUSING ADDENDUM

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Apr 26 2022

1. DWELLING UNIT DESCRIPTION.
Unit No. 8X8, 5701 Hillsborough Street *(street address)* in Raleigh *(city)*, North Carolina, 27606 *(zip code)*.

2. LEASE CONTRACT DESCRIPTION.
Lease Contract Date: April 4, 2022
Owner's name: NCST, LP

Residents *(list all residents)*:
Paloma P. Paloma

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 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 North Carolina 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 offederal 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 ***(signs here)***

Date of Signing Addendum

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NO-SMOKING ADDENDUM

Date: April 4, 2022
(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 apartment 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. 8X8, 5701 Hillsborough Street *(street address)* in Raleigh *(city)*, North Carolina, 27606 *(zip code)*.

2. LEASE CONTRACT DESCRIPTION.
Lease Contract Date: April 4, 2022
Owner's name: NCST, LP

Residents *(list all residents)*:
Paloma P. Paloma

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.

4. SMOKING ANYWHERE INSIDE BUILDINGS OF THE APARTMENT 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 apartment 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 apartment 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 apartment community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the apartment 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 APARTMENT COMMUNITY. Smoking is permitted only in specially designated areas outside the buildings of the apartment community. Smoking must be at least _____ feet from the buildings in the apartment 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 apartment community, including administrative office buildings. The smoking-permissible areas are marked by signage.

Smoking on balconies, patios, and limited common areas attached to or outside of your dwelling ☐ is ☒ is not permitted.

The following outside areas of the community may be used for smoking: none - smoke free community

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 apartment 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 apartment 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.

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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 apartment community, there is no warranty or guaranty of any kind that your dwelling or the apartment 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. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

    Initial smoking violation charge is $50. Owner reserves the right to escalate per occurrence.

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Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(Sign here)

North Carolina/National Apartment Association Official Form, October 2018
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ADDENDUM REGARDING MEDICAL MARIJUANA USE
and
LANDLORD'S COMMITMENT TO ENFORCEMENT OF CRIME/DRUG FREE ADDENDUM

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Apr 26 2022

1. DWELLING UNIT DESCRIPTION.
Unit. No. 8X8, 5701 Hillsborough Street *(street address)* in Raleigh *(city)*, North Carolina, 27606 *(zip code)*.

2. LEASE CONTRACT DESCRIPTION.
Lease Contract date: April 4, 2022
Owner's name: NCST, LP

Residents *(list all residents)*:
Paloma P. Paloma

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 North Carolina Epilepsy Alternative Treatment Act, NC Gen. Stat. 90-113.100 (Repealed effective July 1, 2021) permits the limited use of medical marijuana 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 or not, is a criminal offense and will not be protected under the fair housing laws. Therefore, apartment complexes are not required to accommodate the use of marijuana by a tenant who is a current medical marijuana user. Disabled tenants who are registered medical marijuana users, however, should not feel discouraged to request reasonable accommodations if the need arises.

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:

Resident or Residents *(sign here)*	**Date of Signing Addendum**

Owner or Owner's Representative *(signs here)*	**Date of Signing Addendum**

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ADDENDUM PROHIBITING SHORT-TERM SUBLETTING OR RENTAL

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Apr 26 2022

1. DWELLING UNIT DESCRIPTION.
Unit No. 8X8, 5701 Hillsborough Street (*street address*) in Raleigh (*city*), North Carolina, 27606 (*zip code*).

2. LEASE CONTRACT DESCRIPTION.
Lease Contract Date: April 4, 2022
Owner's name: NCST, LP

Residents (*list all residents*):
Paloma P. Paloma

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 SUBLEASE OR RENTING PROHIBITED. Without limiting the prohibition in the Lease on subletting and assignment 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 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
(signs below)

Date of Signing Addendum

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MOLD INFORMATION AND PREVENTION ADDENDUM

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Apr 26 2022

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 any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

1. DWELLING UNIT DESCRIPTION.
Unit No. 8X8, 5701 Hillsborough Street *(street address)* in Raleigh *(city)*, North Carolina, 27606 *(zip code)*.

2. LEASE CONTRACT DESCRIPTION.
Lease Contract Date: April 4, 2022
Owner's name: NCST, LP

Residents *(list all residents)*:
Paloma P. Paloma

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. 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 f looring, 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

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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:

   Do not block or cover heating, ventilation or air conditioning ("HVAC") ducts in the premises. Resident must operate the HVAC system in a reasonable manner so as to maintain temperatures in the premises within a range of 62 to 78 degrees Fahrenheit. Resident must use bathroom fans while bathing or showering, kitchen fans while cooking, and utility area fans while water is being used. Continue use of fans for at least 30 minutes after the activity. Resident must notify Owner of any signs of water leaks, water infiltration, or mold within 24 hours of discovery.

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Apr 26 2022

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(Signs here)

Date of Lease Contract

April 4, 2022

North Carolina/National Apartment Association Official Form, September 2018
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BED BUG ADDENDUM

Date: April 4, 2022
(when this Addendum is filled out)

OFFICIAL COPY

Apr 26 2022

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. 8X8, 5701 Hillsborough Street *(street address)* in Raleigh *(city)*, North Carolina, 27606 *(zip code)*.

2. LEASE CONTRACT DESCRIPTION.
Lease Contract Date: April 4, 2022
Owner's name: NCST, LP

Residents *(list all residents)*:
Paloma P. Paloma

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 treated 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.
- of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling.
- 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 as close as possible to the time we treated 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 your 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 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.

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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 provisions of this printed form:

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OFFICIAL COPY

Apr 26 2022

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

Resident or Residents
(All residents must sign)

_____
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_____

Owner or Owner's Representative
(Signs below)

_____

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.

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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.

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Apr 26 2022

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PACKAGE ACCEPTANCE ADDENDUM

OFFICIAL COPY

Apr 26 2022

1. DWELLING UNIT DESCRIPTION.
Unit No. 8X8, 5701 Hillsborough Street *(street address)* in Raleigh *(city)*, North Carolina, 27606 *(zip code)*.

2. LEASE CONTRACT DESCRIPTION.
Lease Contract Date: April 4, 2022
Owner's name: NCST, LP

Residents *(list all residents)*:
Paloma P. Paloma

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, you wish for us to sign for, and to accept, U.S. mail and privately-delivered packages or other items on your behalf, subject to the terms and conditions set forth herein.

4. PACKAGE ACCEPTANCE.

A. Generally. You hereby authorize us and our agent to accept, on your behalf, any package or item delivered to our on-site management office during disclosed business hours, including but not limited to any package delivered by the U.S. Postal Service or by any private courier service or individual. You also specifically authorize us to sign on your behalf if the person or entity delivering said package or item requires an adult signature prior to delivery, including but not limited to the delivery of certified or registered mail. A photo I.D. is required before any packages will be released. Packages will only be released to verified Residents or approved representatives.

B. Limitations. You understand and agree that we may refuse to accept any package for any reason or no reason at all.

5. TIME LIMITATION. Due to limited storage space, we must ask that you pick up your package as soon as possible. You also agree that we shall have no duty whatsoever to hold or store any package for more than 30 days after receipt (accordingly, you should notify the management office if you are going to be away from the apartment home and expect to be receiving a package(s)). After said time, you agree that any such package is deemed abandoned and you authorize us to return the package to its original sender.

6. DUTY OF CARE, INDEMNIFICATION, ASSUMPTION OF RISKS AND WAIVER. As to any package for which we sign and/or receive on your behalf, you understand and agree that we have no duty to notify you of our receipt of such package, nor do we have any duty to maintain, protect, or deliver said package to you, nor do we have any duty to make said package available to you outside disclosed business hours. Any packages or personal property delivered to us or stored by us shall be at your sole risk, and you assume all risks whatsoever associated with any loss or damage to your packages and personal property. You, your guests, family, invitees, and agents hereby waive any and all claims against us or our agents of any nature regarding or relating to any package or item received by us, including but not limited to, claims for theft, misplacing or damaging any such package, except in the event of our or our agent's gross negligence or willful misconduct. You also agree to defend and indemnify us and our agents and hold us both harmless from any and all claims that may be brought by any third party relating to any injury sustained relating to or arising from any package that we received on your behalf. You also agree to indemnify us and our agents and hold us harmless from any damage caused to us or our agents by any package received by us for you. You also authorize us to throw away or otherwise dispose of any package that we, in our sole discretion, deem to be dangerous, noxious, or in the case of packaged food, spoiled, and waive any claim whatsoever resulting from such disposal.

7. SEVERABILITY. If any provision of this Addendum or the Lease Contract is illegal, invalid or unenforceable under any applicable law, then it is the intention of the parties that (a) 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, (b) the remainder of this Addendum shall not be affected thereby, and (c) it is also the intention of the parties to this Addendum that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Addendum a clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

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

If Owner uses a third-party package delivery, storage, or locker system to receive or store resident packages, then resident may be required to register for such service directly with the provider before resident's packages can be delivered to the community. If resident fails to complete any such registration, packages may be refused.

Resident or Residents *(All residents must sign)*

Owner or Owner's Representative *(Signs below)*

Date of Signing Addendum

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LEASE CONTRACT ADDENDUM
FOR SATELLITE DISH OR ANTENNA

OFFICIAL COPY

Apr 26 2022

Under a Federal Communications Commission (FCC) order, you as our resident have a right to install a transmitting or receiving satellite dish or antenna on the leased dwelling, subject to FCC limitations. We as a rental housing owner are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you and we agree to follow.

1. DWELLING UNIT DESCRIPTION.
Unit No. 8X8, 5701 Hillsborough Street *(street address)* in Raleigh *(city)*, North Carolina, 27606 *(zip code)*.

2. LEASE CONTRACT DESCRIPTION.
Lease Contract Date: April 4, 2022
Owner's name: NCST, LP

Residents *(list all residents)*:
Paloma P. Paloma

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. NUMBER AND SIZE. You may install 1 satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR § 1.4000 are prohibited.

4. LOCATION. Your satellite dish or antenna must be located: (1) inside your dwelling; or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.

5. SAFETY AND NON-INTERFERENCE. Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.

6. SIGNAL TRANSMISSION FROM EXTERIOR DISH OR ANTENNA TO INTERIOR OF DWELLING. You may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is installed outside your dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window—without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us in writing.

7. SAFETY IN INSTALLATION. In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualilied person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.

8. MAINTENANCE. You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.

9. REMOVAL AND DAMAGES. You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. In accordance with the Lease Contract, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear.

10. LIABILITY INSURANCE. You must take full responsibility for the satellite dish, antenna and related equipment. If the dish or antenna is installed at a height that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance (if available) to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna and related equipment. The insurance coverage must be $ 100000.00, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc.

11. SECURITY DEPOSIT. An additional security deposit of $ 0.00 will be charged. We *(check one)* ❑ will consider or ❑ will not consider this additional security deposit a general security deposit for all purposes. The security deposit amount in the Security Deposit paragraph of the Lease Contract *(check one)* ❑ does or ❑ does not include this additional deposit amount. Refund of the additional security deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

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This additional security deposit is required to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached (nails,screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost repair or restoration after removal, etc.

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

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

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

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OFFICIAL COPY

Apr 26 2022

Resident or Residents
(All residents must sign here)

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_____

Owner or Owner's Representative
(signs here)

_____

Date of Lease Contract

April 4, 2022

North Carolina/National Apartment Association Official Form, September 2018
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ARBITRATION AGREEMENT

NATIONAL APARTMENT ASSOCIATION
We Lead the Way Home

OFFICIAL COPY

Apr 26 2022

1. **DWELLING UNIT DESCRIPTION.**
Unit No. 8X8, 5701 Hillsborough Street *(street address)* in Raleigh *(city)*, North Carolina, 27606 *(zip code)*.

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract Date: April 4, 2022
Owner's name: NCST, LP

Residents *(list all residents)*:
Paloma P. Paloma

3. **ARBITRATION CLAUSE.** We agree that any and all claims between us and/or arising from or relating to this Lease Contract shall be subject to binding arbitration under the Federal Arbitration Act ("FAA"). This includes claims based on contract, tort, equity, statute, or otherwise, as well as claims regarding the scope and enforceability of this provision. 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, any request for injunctive relief, and/or any claims for eviction or recovery of possession of the premises, but all other claims will be decided by arbitration under this Lease Contract.

   A single Arbitrator shall preside over any arbitration under this Lease Contract and shall render a final, binding decision.

   You may choose the American Arbitration Association ("AAA"), JAMS, or other similar arbitration service provider acceptable to us to administer the arbitration. Consistent with the FAA, the Arbitrator shall determine the relevant AAA, JAMS, or other arbitration rules. 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.

   Each party to the arbitration shall pay his, her, or its own costs of arbitration. If you cannot afford your arbitration costs, you may apply for a waiver under the relevant rules.

4. **CLASS ACTION WAIVER.** The parties waive any right to bring representative claims on behalf of a class of individuals (the "Class Action Waiver"). This Class Action Waiver means that You waive your ability to participate either as a class representative or member of any class action claim(s) against Owner or Owner's Agents ("us"). While You are not waiving any right(s) to pursue claims against us related to Your tenancy, You hereby agree to file any claim(s) against us in Your individual capacity only, and You may not be a class action plaintiff, class representative, or member in any purported class action lawsuit ("Class Action"). ACCORDINGLY, **YOU EXPRESSLY WAIVE ANY RIGHT AND/OR ABILITY TO BRING, REPRESENT, JOIN, OR OTHERWISE MAINTAIN A CLASS ACTION OR SIMILAR PROCEEDING AGAINST US IN ANY FORUM. ANY CLAIM THAT ALL OR ANY PART OF THE CLASS ACTION WAIVER IS UNENFORCEABLE, UNCONSCIONABLE, VOID, OR VOIDABLE SHALL BE DETERMINED BY THE ARBITRATION SERVICE CHOSEN BY THE PARTIES.**

   YOU UNDERSTAND THAT, WITHOUT THIS ARBITRATION PROVISION AND ITS CLASS ACTION WAIVER, YOU MAY HAVE POSSESSED THE ABILITY TO BE A PARTY TO A CLASS ACTION LAWSUIT. BY SIGNING THIS AGREEMENT, YOU UNDERSTAND AND CHOOSE TO WAIVE SUCH ABILITY AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY.

   This arbitration provision, and its Class Action Waiver, shall survive the termination or expiration of this Lease Contract.

5. **SEVERABILITY.** This arbitration provision may be severed or modified if necessary, to render it enforceable.

6. **OPT-OUT REQUIREMENT.** You may opt-out of this arbitration provision by providing written notice to the Owner within thirty days of signing this Agreement.

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

Resident's Acknowledgment | **Date of Signing**

Landlord (or Landlord Agent) Acknowledgment | **Date of Signing**

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REASONABLE MODIFICATIONS AND ACCOMMODATIONS POLICY

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Apr 26 2022

1. DWELLING UNIT DESCRIPTION.
Unit No. 8X8, 5701 Hillsborough Street (*street address*) in Raleigh (*city*), North Carolina, 27606 (*zip code*).

2. LEASE CONTRACT DESCRIPTION.
Lease Contract Date: April 4, 2022
Owner's name: NCST, LP

Residents *(list all residents)*:
Paloma P. Paloma

3. EQUAL HOUSING OPPORTUNITY POLICY. We provide rental housing on an equal opportunity basis. Consistent with this policy, we welcome persons with disabilities to our community and will not discriminate against any person because of his or her disability, or his or her association with anyone with a disability. In addition, we know that it may sometimes be necessary for persons with disabilities to be able to make modifications to their surroundings or to have accommodations made in our practices or procedures to enable them to fully enjoy and use their housing, and we have created the policy described herein to meet that need.

4. PURPOSE OF POLICY. A resident or applicant may be entitled under state and federal fair housing laws to a reasonable accommodation and/or reasonable modification when needed because of a disability of the resident, the applicant, and/or a person associated with a resident or applicant, such as a member of the household or frequent guest. The reasonable accommodation and/or reasonable modification must be necessary for the individual with the disability to have an equal opportunity to fully use and/or enjoy housing services offered to other residents and/or the individual dwelling unit. We will grant requests for accommodations or modifications that are reasonable and necessary because of a disability, would not impose an undue financial or administrative burden on our operations, and do not fundamentally alter the nature of services or resources we provide as part of our housing program.

5. DEFINITIONS.

A. Disability. The Federal Fair Housing Act defines a person with a disability to include: (1) individuals with a physical or mental impairment that substantially limits one or more major life activities; (2) individuals who are regarded as having such an impairment; or (3) individuals with a record of such an impairment.

B. Reasonable Modifications. A reasonable modification is a structural change made to existing premises, occupied or to be occupied, by a person with a disability, in order to afford such person full enjoyment of the premises. These are typically structural changes to interiors and exteriors of dwellings and to common and public use areas, which are necessary to accommodate a person with a disability. Depending on the nature of the request, reasonable modifications are typically granted at the expense of the person requesting them.

C. Reasonable Accommodation. A reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common areas.

6. REQUESTS FOR REASONABLE MODIFICATIONS.

A. Generally. If you are a resident or an applicant (i) with a disability, or (ii) with someone associated with you who has a disability, you have the right to request a reasonable modification to your dwelling or the common areas, in accordance with fair housing laws, if such modifications may be necessary to allow you to have an equal opportunity to fully use and/or enjoy your dwelling.

B. Reasonable Modification Expenses. Expenses for reasonable modifications, and restoration expenses, if applicable, of such modifications, shall be allocated in accordance with state and federal fair housing laws.

C. Permission Required, Evaluation of Disability. If you would like to request a reasonable modification to your dwelling or the common areas of the community that is necessary because of a disability, you must first obtain permission from us. We prefer that you use the attached "Reasonable Accommodation and/or Modification to Rental Unit" form, but you are not required to use this form. If you would like or need assistance in completing this form, please let us know, and we will be glad to provide assistance. Whether you use our form or your own form of request, we will need to know what specific modification is being sought. In addition, if the disability or the disability-related need for the modification is not obvious, we may ask for information that is reasonably necessary to evaluate the disability-related need for the modification; however, we will only request information necessary to evaluate your request, and all information will be kept confidential.

D. Reasonable Assurances. Depending on the modification requested, we may require you to provide reasonable assurances that the modification will be done in a workmanlike manner and that any required building permits will be obtained. In some cases, any third-party retained to perform the modification may also have to be approved in writing by us, and be properly licensed and insured. During and upon completion of the modification, we may inspect the work in connection with our overall property management responsibilities. We will not increase your security deposit as a result of a modification request. However, when applicable, if you fail to restore the interior of the dwelling to its original condition, excluding normal wear and tear, at the end of the tenancy, we may assess the cost of restoration against your security deposit and/or final account upon move-out.

E. Restoration Reimbursement. At the end of your tenancy, you may be responsible to restore the interior of your dwelling to its pre-modification condition at your expense, depending on the nature of the modification. Again, depending on the modification, we may request that you deposit sufficient funds for that restoration in an interest bearing escrow account to ensure any required restoration can be completed. Regardless of modification, you will remain responsible to pay for damage to your dwelling in excess of ordinary wear and tear.

F. Alternative Modification. Depending on the circumstances, we may not be able to grant the exact modification you have requested and we may ask to discuss other alternatives with you.

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7. REQUESTS FOR REASONABLE ACCOMMODATIONS.

A. Generally. We will make reasonable accommodations in our rules, policies, practices, and/or services, to the extent that such accommodations may be reasonably necessary to give you, as a disabled person, an equal opportunity to fully use and enjoy your dwelling, and the public and common areas of the premises, and as otherwise required by law.

B. Request for Accommodation, Evaluation of Disability. If you would like a reasonable accommodation that is necessary because of a disability, please submit a request to us, preferably using the attached "Reasonable Accommodation and/or Modification to Rental Unit" form, but you are not required to use this form. If you would like or need assistance completing this form please let us know and we will be glad to provide assistance. Whether you use our form or your own form of request, we will need to know what accommodation is being sought. In addition, if the disability is not obvious, we may ask for information that is reasonably necessary to evaluate the disability-related need for the accommodation. We will only request information that is reasonably necessary for us to evaluate your request, and we will keep all information you provide confidential.

C. Alternative Accommodation. Depending on the circumstances, we may not be able to grant the exact accommodation you have requested and we may ask to discuss other alternatives with you.

8. OWNER RESPONSIBILITY. We will respond to all requests for a reasonable accommodation and/or modification in a timely manner. If we deny your request for a reasonable modification and/or accommodation, we will explain the reason for our denial and we will discuss with you whether there are alternative accommodations and/or modifications that we could provide that would meet your needs. We also are committed to entering into an interactive dialogue with you in relation to any request, and therefore agree to speak with you in relation to any request so that you have sufficient opportunity to provide us with any information you believe is relevant to our evaluation of your request for the modification(s) and/or accommodation(s).

9. AMENDMENT TO POLICY. This policy may be amended and updated at any time upon written notice to you. In addition, in the event of any conflict between this policy and/or state, local or federal law, the provisions of such law shall control.

If you have any questions about this policy, you should contact:

Property Manager

by writing or calling:

Leasing Office

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Apr 26 2022

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing

SimpleBills Utility Billing Service Lease Addendum

Owner of the premises ("Provider") has chosen to use a third-party utility billing service, SimpleBills Corporation, as its billing agent for electric utility service from the public utility ("Supplier"). You shall enroll with SimpleBills (at SimpleBills.com) prior to commencement of this lease and shall agree to SimpleBills' Terms of Service, which are consistent with this lease, and which govern the relationship between SimpleBills and you. You shall be responsible for keeping your account active with SimpleBills during the lease term and until the final bill from SimpleBills is provided to you. In the event of a conflict between this Addendum and any other provision in the lease, the terms of this Addendum shall control.

SimpleBills will charge each resident in a unit equally, on a pro rata basis, for the amount charged by the Supplier, less any amount charged by the Supplier that is not recoverable from the residents, such as connection or disconnection charges, Provider late fees, or amounts attributed to excess usage as provided in Rule R-22-7(f) of the Rules and Regulations of the North Carolina Utilities Commission, and shall send one bill to each resident in the unit. You shall pay SimpleBills in full for all amounts billed.

You must provide SimpleBills with a bank routing number and checking account number from an ACH-enabled checking account ("Payment Method") in order to use the service provided by SimpleBills. You must maintain a valid Payment Method with SimpleBills during the lease term. You are not required to pay using the Payment Method, and may instead pay with a check, money order, recurring or one-time bank bill-payment, or bank draft at your own election.

Any payment to the Provider shall be applied first to the rent owed, and then to charges for utility services, unless otherwise designated by the Resident. Notwithstanding any other provision in the lease, your nonpayment of any electric utility bill, including associated fees, is not an event of default under this lease, and Owner's remedies for such nonpayment are strictly limited to:

1. The right to recover such charges, along with any associated late fees, returned check charges, interest, reasonable attorney's fees, and court costs, where applicable and as provided by law;
2. The right to deduct unpaid electric charges, late fees, and returned check charges from your security deposit pursuant to N.C. GEN. STAT. § 42-52; and
3. The right to report your failure to pay any electric utility bill to any credit bureau or collection agency.

Provider shall not terminate a lease for nonpayment of the utility service. In addition, Provider shall not disconnect or request the Supplier to disconnect the utility service due to Tenant's nonpayment of a bill.

Provider will maintain, for a minimum of 36 months, records that demonstrate how each resident's allocated costs were calculated for electric service, as well as any other electric utility service-related fees charged to each resident. These records shall be kept at an office at the community or some other designated local address and shall be made available during regular business hours for inspection by Resident, the North Carolina Utilities Commission, or the Public Staff. You may obtain a copy of those records at a reasonable cost, which shall not exceed twenty-five cents (25¢) per page. In addition, Provider will ensure that backup copies of these records are maintained, so that they will be available if the original records are lost or otherwise unavailable. Provider may delegate this responsibility to SimpleBills but retains ultimate responsibility for ensuring that both the original records and the backup copies are maintained.

The third-party utility billing service provided by SimpleBills shall be governed by and provided in accordance with North Carolina law and the rules, regulations, and orders of the North Carolina Utilities Commission. Your rights with regard to utility billing are set out in Rule R-22 of the Rules and Regulations of the North Carolina Utilities Commission, a copy of which is available online at www.ncuc.net.

Owner:

_____

Resident:

_____

Guarantor:

_____

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Apr 26 2022

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Apr 26 2022

This NOTICE TO PAY billing statement will be used to bill tenants for resold electric service charges that are billed directly by the Applicant, and not through the Applicant's billing agent, SimpleBills.

NOTICE TO PAY

Statement Date:_____

From: Peak Campus / Agent for Owner
LATITUDE ON HILLSBOROUGH
NCST LP
5701 Hillsborough Street
Raleigh, North Carolina 27606
TELEPHONE

To: _____

Apt: _____

Dear _____

The amount due of $_____ for electric service is described on the attached electric service invoice and will be past due if not paid 25 days from the date of the Statement Date.

As of this date, our records indicate that there is an unpaid past due balance on your electric service account for the current month. The total amount past due is $_____ for your electric service charge(s). Please see the attached statement(s) for the month(s) that you are past due.

You are assessed a returned check fee of $25.00. [This sentence will be used only if the tenant has in fact issued a check with insufficient funds.]

Your total amount due is $_____. Please remit this payment by check, money order, one-time bank bill payment or bank draft and made payable to NCST, LP within 25 days from the Statement Date shown above. The payment should be hand delivered or mailed to 5701 Hillsborough Street, Raleigh, North Carolina 27606. You may also pay be credit card; contact us at the telephone number above to inquire about this payment method.

If you have any questions, regarding this balance due, please call or come by the management office. In cases of dispute, contact the North Carolina Utilities Commission either by calling the Public Staff – North Carolina Utilities Commission, Consumer Services Division, at (866) 380-3916 (toll-free) or (919) 733-9277, or by writing the Public Staff – North Carolina Utilities Commission, Consumer Services Division, 4326 Mail Service Center, Raleigh, North Carolina 27699-4300.

Sincerely,

NAME, TITLE / Agent for Owner