

RELOCATION ADDENDUM

This will serve as an Addendum to the Lease Agreement dated _____, between Midwest Family Housing, LLC, Owner, and _____, (“Resident”), regarding property located at _____, (the “Premises”).

THE PARTIES UNDERSTAND AND AGREE AS FOLLOWS:

1. **Construction and Planned Renovations.** The Neighborhood in which subject Premises is located may undergo an extensive rehabilitation process, which may involve demolition of existing units and common areas and construction of new units and common areas, as well as renovation of existing units (collectively hereafter referred to as “construction”). Construction may be ongoing and Owner makes no warranty regarding the date of completion of such construction and renovations.
2. **Absence of Amenities, Neighborhood Services/Facilities.** The Lease Agreement and information provided to the Resident regarding the Premises and the Neighborhood may refer to amenities and Neighborhood services/facilities (collectively hereafter referred to as "amenities") that may be affected by the rehabilitation. Resident is aware that certain amenities may be demolished and/or constructed and may not be accessible to Resident until conclusion of their construction, or not at all. Such amenities may include but are not limited to parking lots, driveways, landscaping, playgrounds, tot lots and guest parking areas. Unless otherwise specified in writing in the Lease Agreement, Owner makes no representations or warranties regarding the availability of any amenities to Resident.
3. **Construction Noise & Inconvenience.** Resident acknowledges that construction may inconvenience the Resident in the form of lack of access to amenities, as specified in Paragraph 2 above, utility interruptions, construction debris and noise including safety feature testing (such as fire or burglar alarms). Resident agrees that notwithstanding such, the lack of amenities, the noise of construction, and the inconvenience associated with the construction shall not entitle Resident to any offset of Rent obligations, or form the basis for a complaint against Owner, its agents, employees or assigns for Rent relief, or any other claim, right, or remedy against Owner, including constructive eviction, stemming from the Owner-Resident relationship.
4. **Maintenance Relocation.** Resident acknowledges that Owner may require Resident to vacate the Premises because of a condition or location found to be unfit for further occupancy or to make unusual or extensive repairs (collectively hereafter referred to as “maintenance”). Resident may be reassigned to the Premises after the above-described situation or conditions have been rectified.

5. **Lease Agreement Termination.** As specified in Paragraph 1 above, during the term of the Lease Agreement, construction or maintenance activities may require Resident to vacate the Premises. If such construction and/or maintenance is necessary in Owner's sole discretion, Owner may terminate the Lease Agreement upon giving forty-five (45) days written notice to Resident to vacate (hereafter referred to as "Relocation Termination") to accommodate Owner's construction or maintenance work. Relocation Termination shall be at the sole option and discretion of the Owner; Resident shall not have the right to give a Relocation Termination notice.

6. **Personal Property Moving Assistance.** If the Lease Agreement is terminated due to Relocation Termination, Owner will move the Resident's personal property, or Resident may choose to perform a do-it-yourself (DITY) move which cost shall be equal to the then-current amount posted in the Neighborhood Management Office, plus a partial dislocation allowance equal to the partial, federal dislocation allowance at the time of the move.
 - a. If Resident elects to have Owner move Resident's personal property, such move shall be in accordance with Owner-provided Relocation Termination Moving Rules and Guidelines. Resident is aware that a moving company will handle the physical move of personal property on behalf of Owner. Resident agrees that Owner's responsibilities with respect to the personal property moving assistance shall be limited to paying the moving company for its services. Resident releases and discharges Owner and its agents, employees and assigns from all debts, liens, claims, rights, demands, actions, causes of action, known or unknown, whether in contract, tort or otherwise, by reason of any losses, damages or injuries whatsoever sustained by Resident arising from the personal property moving assistance.
 - b. If Resident elects to perform a DITY move, the Resident is responsible for scheduling the move prior to the date specified in the Relocation Termination notice. Payment will be made to Resident within 7 business days of receipt by Owner of keys to Premises that were vacated. The amount paid for the move will be set at the then-current amount posted in the Neighborhood office.
 - c. Owner also agrees to assist Resident relocation by providing Resident with an allowance in an amount equal to the federal partial dislocation allowance, per Joint Federal Travel Regulations paragraph U5630, in effect at the time of the relocation by the Owner, which is intended to offset certain costs associated with the relocation.

7. **Relocation Termination Due to Resident-Caused Deficiencies.** If the Relocation Termination is required as a result of habitability deficiencies caused by Resident, Occupants, or Resident's guests, then Resident shall be required to pay for relocation expenses in addition to the cost to repair any habitability deficiencies.

8. **Damages Caused by Relocation Delay.** Resident is aware that Owner may have extremely tight construction deadlines to meet, and that any delay by Resident in relocating could cause significant damage to Owner for which Resident may be liable. It is agreed between the Owner and the Resident that failure by the Resident to comply with Resident's responsibilities to move as provided in the Relocation Termination notice provided to the Resident by the Owner will entitle the Owner, in addition to the daily rental value of the Premises, at its option, to impose either liquidated damages of \$50.00 per day or to seek actual damages. Resident should be aware that actual damages may be extremely costly.

Resident:

Forest City Residential Management, Inc.
Agent for Owner

By: _____

Date:

Date: _____

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RELOCATION TERMINATION MOVING RULES & GUIDELINES

Midwest Family Housing, LLC will be undergoing an extensive renovation or repairs, which may involve Resident vacating the Premises during demolition of existing units and/or common areas and construction or repair of new units and/or common areas. These Relocation Termination Moving Rules and Guidelines apply to Resident moves necessitated by Owner's 45 days written Relocation Termination notice to Residents.

Residents: Please note that it is extremely important that Resident meets the responsibilities under these Relocation Termination Moving Rules and Guidelines. If Resident fails to comply, Owner reserves the right to deny personal property moving assistance or relocation assistance to Resident. Additionally, if Resident fails to comply, and is unable to move in a timely fashion, Resident may be responsible for \$50.00 per day in addition to the daily rental value of the Premises and other damages recoverable by Owner from Resident. Owner has extremely tight construction deadlines to meet, and any delay by Resident in relocating could cause significant damage to Owner for which Resident may be liable.

When Owner delivers a 45-day written Relocation Termination notice to the Resident, Owner will provide Resident with written notice of three different moving dates available to Resident. The Owner at Owner's sole discretion will choose the three available moving dates. At least two weeks prior to the move, the Resident will receive notice from the designated moving company as to the time the move will take place. The moving company will provide instructions to the Resident as to how to prepare for its arrival.

Within three days of receiving the Relocation Termination notice, Resident will be responsible for selecting one of the three dates and giving written notice to Owner of the selected date. If Resident does not pick a date, the Owner will assign a date and Resident will not be given priority for newly constructed PPV housing.

The moving company will provide written guidelines, dates and times for Residents to follow. Listed below are basic provisions that will be provided to the Resident during the moving process.

1. Two weeks prior to the move, the Resident will be given an inventory worksheet that will help to itemize the entire household, which will assist the moving company in providing

the proper moving staff. This list must be returned to the moving company no later than 72 hours prior to the scheduled move. The moving company may also schedule with the Resident an appointment to perform an on-site inspection of the home to determine the amount of household goods that must be packed and moved.

2. The moving company will provide professional certified moving staff.
3. The moving company will pack each room individually.
4. Residents will be responsible for packing and moving their own food, soiled clothing, medicines, hazardous materials and items of a personal nature.

Resident is aware that a moving company not affiliated with the Owner will handle the physical move of personal property. Resident agrees that Owner's responsibilities with respect to the personal property moving assistance shall be limited to paying the moving company for its services. Resident releases and discharges Owner from all debts, liens, claims, rights, demands, actions, causes of action, known or unknown, whether in contract, tort or otherwise, by reason of any losses, damages or injuries whatsoever sustained by Resident arising from the personal property moving assistance.