

RELOCATION ADDENDUM

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

THE PARTIES UNDERSTAND AND AGREE AS FOLLOWS:

- Lease Term/Automatic Renewal.** The Term of this Lease shall be for six (6) months, unless Owner approves a shorter term. This Lease shall begin on the Commencement Date specified on Page 1 Number 6.a. and terminate on the Expiration Date specified on Page 1 Number 6.b. However, unless written notice is provided (as discussed below) on the Expiration Date, the Lease shall automatically renew on a month-to-month basis. Owner may terminate this Lease at the expiration date by giving Resident at least thirty (30) days notice before the expiration date or, if the Lease has renewed on a calendar month-to-month basis, at least twenty (20) days notice before the last day of the calendar month. Resident may terminate this Lease at the expiration date by giving the Owner at least thirty (30) days notice before the expiration date or, if the Lease has renewed on a month-to-month basis, at least twenty (20) days notice before the end of the calendar month.
- Construction and Planned Renovations.** The Neighborhood in which the Premises is located may undergo an extensive rehabilitation process, which may involve demolition of existing Premises and common areas and construction of new Premises and common areas, as well as renovation of existing Premises. Construction may be ongoing and Owner makes no warranty regarding the date of completion of such construction and renovations. Under current plans, this Premises is tentatively scheduled for renovation or demolition on or about _____. This plan and schedule are subject to change. If the renovation or demolition schedule changes, Owner will notify Resident by written notice or by posting updates on Owner’s website at www.pacificnorthwestcommunities.com.
- 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, 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. Unless otherwise specified in writing in the Lease Agreement, Owner makes no representations or warranties regarding the availability of any amenities to Resident.

4. **Construction Noise & Inconvenience.** Resident acknowledges that construction may inconvenience the Resident in the form of lack of access to amenities as specified in Paragraph 3 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 to rental 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.
5. **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 situation or conditions have been rectified.
6. **Lease Agreement Termination.** During the term of the Lease Agreement, Owner may require extensive renovations and repairs of the existing Premises and/or common areas, which may require Resident to vacate the Premises. If such renovations and repairs are necessary in Owner’s sole discretion, Owner may terminate the Lease Agreement during or after the initial term upon giving at least forty-five (45) days written notice to Resident to vacate or ninety (90) days notice to vacate for Seattle Residents only (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.
7. **Assistance Provided to Resident Upon Termination.** If the Lease Agreement is terminated due solely to “Relocation Termination,” Owner will provide Resident with (a) personal property moving assistance and (b) relocation allowance, as set forth below, unless the “Relocation Termination” is required as a result of habitability deficiencies caused by Resident, Occupants, or Resident’s guests, in which case the Resident shall be required to pay for relocation expenses in addition to the cost to repair any habitability deficiencies. In the event of a Relocation Termination, Resident retains the right to elect to move to a home in the local community and still receive Owner-paid move and associated incidental costs.
 - a. **Personal Property Moving Assistance.** If the Lease Agreement is terminated due to “Relocation Termination,” Owner will either move the Resident’s personal property in accordance with Relocation Termination Moving Rules & Guidelines then in effect or Resident may choose to elect to perform a do-it-yourself (DITY) move. The Relocation Termination Moving Rules & Guidelines may be amended from time to time at Owner’s sole discretion. Resident may obtain copies of the current Relocation Termination Moving Rules & Guidelines at the Resident Services Office upon request. Owner reserves the right to deny personal property moving assistance or relocation assistance to Residents who fail to comply with the Relocation Termination Moving Rules & Guidelines then in effect.

If the Resident elects to have the Owner move the Resident’s personal property, Resident is aware that a moving company 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 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.

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. Resident will be reimbursed the cost of such move within 10 business days of receipt by Owner of the original invoice from the moving company, provided however, Owner is not responsible for DITY moving costs that exceed the amount specified in the Relocation Termination Moving Rules and Guidelines then in effect.

b. **Relocation Allowance.** If the Lease Agreement is terminated due to “Relocation Termination”, Owner agrees to assist Resident’s relocation by:

- i. Providing Resident with reasonable information about replacement housing available to Resident within one (1) commuting hour of the Premises’ location.
- ii. Providing a relocation 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.

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 to charge the daily rental value of the Premises, plus an additional amount may also be incurred if the Resident delays construction. Resident should be aware that actual damages may be extremely costly.

Resident:

Forest City Residential Management, Inc.
Agent for Owner

By: _____

Date: _____

Date: _____

RELOCATION TERMINATION MOVING RULES & GUIDELINES

Pacific Northwest Communities, LLC (“Owner”) will be undergoing an extensive renovation or repairs, which may involve Resident vacating the Premises during demolition of Premises and/or common areas and construction or repair of new Premises and/or common areas. These Relocation Termination Moving Rules & Guidelines apply to Resident moves necessitated by Owner’s 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 & 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.

At least thirty (30) days before the moving date, Owner will provide Resident with written notice of moving dates available to Resident.

Should the Resident choose to have the Owner arrange for a local moving company, the Owner at Owner’s sole discretion will choose the available moving date. 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 (3) days of receiving the moving date notice, Resident shall select one of the moving dates and give written notice to Owner of the selected date. If Resident does not notify owner of the selected moving date within three (3) days of receiving the Relocation Termination notice, the Owner will assign a date.

The moving company will provide packing 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. The Resident may 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. 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. 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.