



MOVE-IN DELAY AGREEMENT

Apartment Community: Academy 65

Resident(s): [REDACTED]

Guarantor(s): [REDACTED]

Date: Aug 29, 2019

Lease Contract Dates: [REDACTED]

This is an addendum to the Lease and controls in the event of conflict with the Lease. All terms in this addendum will have the same meaning as in the Lease.

A member of our staff has made contact with you regarding our Move-In delay via phone and email. Management has been informed of an unexpected delay in obtaining city approval for occupancy, which has pushed back our move-in date to September 6th at the earliest. Residents will not be permitted in the building until this is resolved.

As mentioned in both the call and email, we share your concerns, and recognize this presents challenges for our residents. To help ease the burden until official move-in, we are offering two options:

Note: *Each of these options requires that August rent be paid in full.*

Resident Response Received: YES NO
(If NO, you have been assigned Option 2.)

[REDACTED] Option 1: Delay move-in and receive \$500 in gift cards

Should you have the ability to find other accommodations and elect to do so and delay move-in to Academy 65, we will provide you with \$500, as long as your August rent is paid in full. If move-in to Academy 65 is delayed beyond September 6th, we will communicate with you and additional concessions will be provided.

- *You are choosing this option in lieu of being provided temporary relocation premises even though they have been offered. You still agree to the terms of your lease agreement, including all fees due, regardless of when you are able to assume occupancy of the apartment.*

[REDACTED] Option 2: Secure a hotel room accommodation

So long as August rent is paid in full, we will provide a local hotel room at double occupancy until you are permitted to return to Academy 65. We will also offer an additional allowance of \$250 per resident per displaced week to help cover food, transportation, laundry, and other daily expenses.

We will report back with next steps on hotel assignments and how to receive your concessions once finalized.

[REDACTED]



GENERAL RELEASE

KNOW ALL PERSONS BY THESE PRESENTS, that [REDACTED], an individual ("Releasor") who is currently leasing [REDACTED] Apartments in Academy 65 Sacramento, CA (the "Property"), owned by Academy on 65th Street Owner, LLC, a Delaware limited liability company ("Releasee"), for good and valuable consideration, hereby agrees not to move into the Property until September 6th.

IT IS FURTHER UNDERSTOOD AND AGREED that Releasor does hereby release, remise, acquit, exonerate and forever discharge the Releasee and its partners, members, parent companies, subsidiaries and affiliates, and their directors, officers, stockholders, principals, agents, servants, employees, attorneys, insurers, trustees, successors and assigns (collectively, the "Released Parties"), from any and all claims, actions, causes of action, demands, rights, damages, costs, defenses, contracts, and guarantees of whatsoever kind or nature, whether at law, in equity or mixed, known or unknown, in connection with Releasor's move into the Property, Releasor's lease at the Property, or in any way arising on or before the date hereof.

IT IS FURTHER UNDERSTOOD AND AGREED that the terms of this Release shall be kept confidential except for the parties' respective attorneys, accountants and tax advisors, each of whom shall be advised of the confidentiality restriction set forth herein. Furthermore, Releasor, unless required to do so by legal process, will not make any disparaging statements or representations, either directly or indirectly, whether orally or in writing, by word or gesture, to any person whatsoever, about the Released Parties. For purposes of the foregoing, a disparaging statement or representation is any communication which, if publicized to another, would cause or tend to cause the recipient of the communication to question the business condition, integrity, competence, good character or product quality of the person or entity to whom the communication relates.

IT IS FURTHER UNDERSTOOD AND AGREED that this Release shall inure to the benefit of, and be binding upon, Releasee, Releasor, and their successors and assigns. This Release shall be governed and construed under the laws of the State of California, without regard to conflict of laws. This Release contains the entire agreement among Releasee and Releasor pertaining to the subject matter of this Release and may not be waived, altered, modified, changed, amended, rescinded or terminated except by an instrument in writing signed by or on behalf of Releasee and Releasor hereto. If any part of this Release is construed to be unenforceable or void, then the remainder of this Release shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has signed this General Release on behalf of the Releasor effective as of Aug 29, 2019.

Move-In Delay Agreement & Release

Signature Details

	Signer	IP Address	Date Signed
1			
2			