



# BUILDING MANAGEMENT PLAN

## THE HUB AT TUCSON

First & Tyndall  
Tucson, Arizona

Core Campus LLC



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## Development Team

### *Core Campus LLC*

2234 W North Ave  
Chicago IL 60647  
Ph. 773.227.2850

Core Campus is a full service student housing company completing acquisition, development and in-house management of core-campus buildings. Core Campus follows a strategy of ‘main-and-main’ location coupled with a superior living experience to the competition. Core Campus’s principals have years of experience developing and managing student housing properties in fourteen top markets; University of Illinois, Iowa State University, The University of Texas, The University of Georgia, The University of South Carolina, Arizona State University, Texas State University, University of Southern California, University of Michigan, Purdue University, University of Mississippi, University of California Santa Barbara, and Baylor University, with experience totaling nearly 9,000 beds.

In-house development enables Core Campus to work strategically with the management team to develop student housing tailored to the needs of the local markets. In-house management allows Core Campus to develop strategic leasing plans that have the ability to quickly adapt to the changes in student preferences. Having both development and management in-house allows Core Campus to design the property management plan specifically to the market and the building. Core Campus strives to be the pioneering student housing operator in each campus we target, so that our name is the first thing students, parents and universities think of when they are looking for innovative first-class student housing.

Core Campus has a robust infrastructure that matches centralized systems and management expertise with decentralized local operational expertise. Core Campus employs a dedicated, skilled management team with significant experience in financing, acquiring, developing and managing student housing projects. We combine comprehensive institutional real estate investment knowledge with local experience and a proven track record. We are committed to providing high-quality student housing communities that go well beyond the expectations of the residents, universities and other stakeholders within the communities we serve. Core Campus creates a home that students want to live in, and parents want to send them to. What differentiates Core Campus from other owners, operators and developers is not simply our ability to target the right opportunities, but the ability to maximize asset value through a comprehensive property management and leasing/marketing plan.

### **Key Development Team Members:**

#### ***Marc Lifshin – Core Campus***

Mr. Marc Lifshin is a managing member of Core Campus and manages all aspects of Development and Construction for the company. Mr. Lifshin develops and maintains project budgets and schedules for Core Campus, as well as manages architects and consulting engineers from schematic design through construction. Mr. Lifshin's technical training allows him to provide Core Campus with valuable construction oversight.

Mr. Lifshin has initiated and promoted future developments for various business approaches utilizing strategic planning, estimated build-outs, strategically implemented PUDs and TIF assignments, Long Term Tax Abatements, and coordinated acquisitions of numerous commercial properties. His background allows support related to due diligence, feasibility, building design and market studies and also enables him to analyze local zoning and applicable building codes to determine the best use of a site and ideal layout of a building(s).

Mr. Lifshin is a graduate of University of Illinois with a Bachelor in Structural Engineering and a Minor in Business Administration.

#### ***Brian Neiswender – Core Campus***

Mr. Brian Neiswender is a managing member of Core Campus, with duties ranging from due diligence to construction to ensure the final product meets Core Campus' unique vision. In addition, Mr. Neiswender handles project financing and investor reporting post construction.

Prior to Core Campus, Mr. Neiswender was a founding member of a national real estate student housing group that acquired and developed more than 7,500 student beds. Mr. Neiswender directly oversaw the property management for an arm of the portfolio, coordinating local leasing efforts for more than 2,500 student-housing beds. In addition, he managed both new and renovation construction for the firm.

Mr. Neiswender is a University of Illinois graduate, with a Bachelor of Science degree in Finance.

#### ***Benjamin Modleski – Core Campus***

Mr. Benjamin F. Modleski is a partner and COO of Core Campus. He oversees the daily operations and management of the Core Campus portfolio. Mr. Modleski has worked with both commercial, conventional multifamily, and mixed-use properties and has nearly eighteen years of experience exclusively in student housing management and operations.

Mr. Modleski seeks to create a living and learning environment with a focus on providing a well-balanced lifestyle for residents. Prior to joining Core Campus, Mr. Modleski served as the EVP

for Campus Acquisitions where he oversaw a national portfolio of nearly 8,000 beds in 12 student markets spread across 9 states. Mr. Modleski has also held management positions with McKinney Properties, JPI Inc, College Park Communities, and GMH Associates Inc. He has extensive experience in property acquisitions, major capital projects and renovations, new development, dining services, residential life services, financial analysis, human resources, and information systems.

Mr. Modleski is a graduate of The Pennsylvania State University with a Bachelor of Science in Management and a focus in economics. He further received a Master in Business Administration in Technology Management from The University of Phoenix.

#### *Barry Howard – Core Campus*

Mr. Barry Howard manages project financials during construction - overseeing the contracts, orders, invoicing, and draw disbursements. Barry started in management consulting at Accenture, and has brought his operational skills to the construction industry. He has created a portfolio of tools to divide roles and responsibilities and track and manage project budgets during construction.

Mr. Howard is a graduate of the University of Illinois at Urbana-Champaign with a Bachelor of Science in Engineering. Mr. Howard further received a Master in Business Administration in Entrepreneurial and Real Estate Management from Northwestern University.

#### *Brian Goldberg – Core Campus*

Mr. Brian Goldberg serves an integral role as a consulting partner in Core Campus. Brian has spent 13 years developing, constructing and renovating high-end Commercial and Residential Projects in the Chicago area. Brian gained experience managing high-end, large scale commercial and retail projects in excess of \$400 million. He has successfully completed and sold over \$80 million in custom single family homes, multi-unit residential and mixed-use projects.

Mr. Goldberg graduated from the University of Illinois with a Bachelors and Masters in General Engineering.

#### *Tom Harrington, Jr – Core Campus*

Mr. Tom Harrington's responsibilities involve the site identification and acquisition process for Core Campus. Mr. Harrington is involved in market analysis, due diligence process and entitlement.

Since 1977, Mr. Harrington has served the commercial real estate needs of Champaign-Urbana and central Illinois. Tom's experience encompasses all aspects of commercial real estate including sales, leasing, property management, and development. In his career, Mr. Harrington has been personally involved in over \$300 million in sales and leasing activities and over \$300

million in development projects involving land, office, residential subdivisions, retail, build-to-suits, multi-family and student housing.

Mr. Harrington served as CEO of The Devonshire Group. Comprised of 265 employees and 600 independent real estate agents, the company's annual revenues were in excess of \$30 million. Devonshire Group provided services such as commercial real estate brokerage, commercial leasing, site selection, and real estate development. The firm also offered services in residential real estate sales, mortgage services, civil engineering, environmental engineering and land surveying, architectural services, property maintenance, property construction management, and auction services.

Mr. Harrington currently serves as the CEO of Associated Capital Title, a title insurance and search service based in central Illinois. He is also highly active in commercial real estate brokerage and development and currently involved in several student housing development projects.

***David Nelson - DRW Real Estate Group***

Mr. David Nelson runs the Real Estate Division within DRW Real Estate, a partner within Core Campus. DRW created the Real Estate Group in 2009 to take advantage of opportunistic investments. Since this time, DRW has invested in more than 27 properties in Chicago, Colorado, Florida, and Arizona. Under Mr. Nelson's leadership, DRW has deployed \$150 million in equity capital with a portfolio in excess of \$280 million in value. DRW has committed to make real estate a key portion of its expanding portfolio of fundamental investments.

*Architect:*

*Antunovich Associates – Joseph Antunovich, Principle Architect*

224 West Huron Street  
Seventh Floor  
Chicago, Illinois 60654  
Telephone: 312.266.1126  
Fax: 312.266.7123

Antunovich Associates is an Architectural, Planning and Interior design firm with a broad range of professional expertise that includes master planning, programming and design of large mixed-use commercial developments, corporate campuses, historic preservation and adaptive re-use, museums, office buildings, higher education facilities, multi-family residential and retail/commercial. Our mission is to create successful design solutions in a timely and cost-effective manner. Antunovich Associates is rooted in the belief that creating exceptional projects is a collaborative process between the client, the builder and the architect.

**SERVICES**

Antunovich Associates provides architectural services and a broad scope of associated services including the following:

- Architectural design
- Urban planning
- Land planning
- Interior design
- Facility programing
- Classroom utilization
- Facilities evaluation
- LEED consulting
- Coordination of large interdisciplinary design teams
- Zoning consultation
- Historic building evaluation
- Retail planning consulting
- Athletic and recreation consulting

As a key aspect of creating successful projects, Antunovich Associates has established long-term relationships with the extensive range of consultants necessary to complete planning, building design and construction projects. This comprehensive working-team strategy allows us to respond to our clients' needs rapidly and with the appropriate expertise to create exceptional projects.

**Unit Mix and Marketing**

The Hub at Tucson is targeting upper classman and graduate students. It starts with the unit mix.

Layout	%	Tenants / Unit
1 BED	7%	1
2 BED	13%	2
3 BED	21%	3
4 BED	36%	4
5 BED	23%	5-6
<b>Total</b>	<b>100%</b>	

**The Hub at Tucson Unit Mix (10/16/2012)**

The unit mix provides a variety of unit configurations. When looking at the unit mix breakdown, 41% of the units are 1 to 3 bedroom units. Our research has found that graduate students and upperclassmen desire 1 to 3 bedroom units.

Our units are designed specifically with students in mind. Each unit has a common living room, kitchen and dining space with a designed number of individual bedrooms. The bedrooms will include ample storage and be rented individually (by the bed) with individual lease liability for each bedroom.

The Hub at Tucson is targeting the serious student. We have a range of amenities that encourage students to study to the best of their capabilities. This includes designated solid core bedroom doors to minimize noise, study rooms, conference rooms and a business center. There are also outdoor study areas with Wi-Fi access so that students can take a break from being indoors and study in the fresh air. We also offer special floors dedicated to studious students. These floors have increased quiet hours and controlled access.

The building will also meet the needs of the 21<sup>st</sup> century student. Connectivity is essential for today’s student. The building will have industry leading band-width as well as up and download speeds. Each bedroom will have a hard Ethernet connection. The study rooms, club room, lobby and amenity deck will all feature wireless internet. The poured concrete construction creates quieter spaces conducive for focused study in the units.

Location plays an important role as well in The Hub at Tucson. Proximity to University of Arizona campus buildings is yet another benefit of the Hub at Tucson. Residents will have a very short walk to class which will make it all that much easier to stay motivated to attend class. Residents will not have to hassle with driving or parking. The Hub at Tucson is located about 2 blocks from campus and from the Modern Street Car mass transit system which will be in place

around fall 2013. There is also ample bike parking provided for those that prefer biking over walking.

In addition to meeting the student's needs, today's parent is more actively involved in the leasing process. They want a safe and study friendly environment. The Hub at Tucson delivers on both. The state of the art security and access systems, coupled with Class A construction that meets the most current life safety requirements, giving parents one less thing to worry about while their child is away at college.

The building is accessed via secure electronic key access on amenity front doors and at the front door of each unit. The building offers controlled access garage parking and storage for students' bikes and scooters. We also have on-site courtesy officers on patrol and the building is equipped with an array of high resolution security cameras.

Finally, based on our experience the biggest deterrent of unruly behavior is being proactive. We intend to accomplish this by conveying the building rules early in the leasing process. Behavioral expectations will be clearly spelled out. The management and leasing staff will be trained to thoroughly review the Rules and Regulations section of the lease with every prospective tenant. See attached **Exhibit 1 - Standard Lease**.

The Hub at Tucson lease is extremely thorough as it has evolved from various leases from our core managements' previous projects. In addition to the standard residential agreement, the lease includes several additional addendums to help maintain the safety of the tenants and the integrity of the property. First, the lease includes an entire addendum dedicated to the rules and regulations of the property and the consequences of breaking such rules. For example, the below balcony clause is included in this section and is just one of the many rules that will be strictly enforced:

Throwing objects from balconies, windows, sliding glass window/wall or any other area of the building are strictly prohibited. TENANT understands that in the event that ANY items are thrown from UNIT balcony or windows, TENANT will be subject to an immediate \$1,000 fine and potential eviction and shall be subject to criminal prosecution. Items which may fall from the balcony are not allowed on the balcony and therefore any object which falls from a balcony will be treated the same as any that were thrown. Any investigation of alleged incidents will be reported to the University of Arizona. In the event of abuse of the balcony or violation of this rule, LANDLORD reserves the right to secure the balcony door so that TENANT may not access the balcony.

Second is the Security Policy Addendum. This section offers suggestions on how to remain secure and safe in and out of resident units. Also included, is an Addendum for a Drug-Free Crime-Free Housing. By signing, tenants agree to abstain from illegal activity. This applies to guests as well. The section outlines ways to spot and report illegal activity.

## Building Design

The Hub at Tucson has been designed hand-in-hand with the Core Campus Management Team. Having Design and Management working side-by-side throughout the Development process has many benefits to the end product, including seamless integration of the latest property management techniques as they relate to design, flow, egress and security.

The Hub at Tucson is designed for the student lifestyle. That lifestyle needs to be managed and it starts with the building design. Our design team has the benefit of recent and relevant new student housing projects. Every new project benefits from what we learn from our existing properties. The Hub at Tucson is no exception.

The exterior amenity space is extremely important to the Tucson student market. It also poses some of the most challenging control issues. The Hub at Tucson is designed with this in mind. The balconies and terraces have been scaled down to prevent large crowds from congregating on them, and the numbers of balconies and terraces have been limited to a small portion of units. In addition to the balcony size being scaled down, all balconies are all private to individual units so there is no shared balcony access. Past projects had shared balconies which made it difficult to hold specific units/tenants accountable for misconduct.

The Hub at Tucson has two proposed amenity areas. The amenity at the third floor consists of indoor and outdoor amenities, including fitness rooms, locker rooms, private study areas and an outdoor 'reflection' area where residents can go to lounge, study and get some fresh air. This outdoor area is envisioned to have lush landscaping, small seating areas and walk-ways. The second amenity area is off of the 13<sup>th</sup> floor. This amenity area consists of an indoor lounge area and outdoor pool deck. The designed flow of the spaces, plan breaks that divide up the spaces into smaller sub spaces, and strategically places access control systems will help control flow and density. Detailed security and access control plans are included in **Exhibit 2 – Preliminary Security Camera and Access Control Schematic**.

The outdoor amenity areas will be accessed through the interior amenity spaces. Residents will need their activated fobs to enter the spaces. In addition fob access the decks will be staffed with an attendant during peak hours. The amenity deck will close at approximately 11:00 PM. The spaces will be monitored with an alarm after hours so authorities and staff will be alerted to unauthorized activity. High resolution cameras will cover the entire spaces as well.

The 3<sup>rd</sup> Floor outdoor space will border the alley off of First Street. We have designed a few key elements to prevent residents from gathering and looking down onto the alley, which will also help mitigate noise from traveling off the outdoor amenity spaces. In addition to code required railings, we also envision these areas to have large built in planters that keep residents away

from the edge of the building, and also provide opportunity to incorporate beautiful landscaping into the design of the façade.



**Street Scape View on First Street**

Egress pathways are another critical design element. The main entrance and exit is strategically located directly adjacent to our leasing office with direct access between the two spaces. This will enable management staff to monitor those coming and going during hours. The lobby is also designed with a hotel style reception desk that will be staffed after hours. Refer to the Staffing section for more information.

Code dictates stair tower and exit locations to some degree but our team placed them to aid in the controlled access of residents and guests. A main stair and exit flows through the lobby for easy monitoring. None of the stair exits are equipped with keyed or fob access from the exterior. They will all be equipped with door alarms to alert staff when doors are propped open. High resolution cameras will also be give view and record all ground floor exits.

The parking garage is wrapped by ground floor retail space, residential lobby and leasing center. The parking consists of two floors with a single entry/exit point which helps control access. The parking access will be secured with fob controlled garage doors.

### Site Staffing

At Core Campus, we pride ourselves on our management history and industry leading service. We manage all properties in house and never utilize third party managers.

The Hub at Tucson will provide on-site management and maintenance. Our professional management and maintenance team is located right on site so students can pop in with questions, queries or concerns during regular business hours. Below is our standard staff plan:

The site management starts with the General Manager. The GM will have a minimum of 10 years of experience in property and student housing management. He/she will oversee all aspects of daily operations and manage all site employees. The GM reports directly to the Vice President of Property Operations and COO.

Site staff will also consist of a full time Assistant Manager. He/she will be primarily responsible for leasing and tenant relations. Ideally, this position will be filled with someone having local student housing experience.

The leasing office will employ several part timers. One will be responsible for accounts receivable and payable. The others will assist with leasing of the property and provide administrative support.

Our Resident Managers differentiate us from our competition. Unlike many properties that employ one, we employ several. The Hub at Tucson has well over 5,000 employee hours budgeted annually for resident managers alone. A resident manager is always on call and making rounds at all times when the office is closed. The reception desk is staffed with two resident managers during peak evening hours, four nights per week. While on call and during shifts, resident managers will perform periodic floor inspections to ensure no illegal or unruly behavior is taking place in the building's common areas. Each employee will receive training on operational procedures and safety, as well as the building and property. Each employee will sign, review, and follow the rules set forth in the Employee Handbook. See **Exhibit 3 – Employee Handbook**.

The amenity deck is staffed with a resident manager as well. It will be staffed 7 days per week during prime activity hours. The employee on duty will enforce all building and amenity deck rules. Some rules include: one guest per resident (resident must be present), no glass, no outside music source, no kegs, etc. The outdoor amenity space is designed to be a fun, lively atmosphere but safety comes first. Staffing the deck from day one helps enforce the rules early and sets the tone for rest of the year.

On the maintenance side, the building will employ a full time maintenance technician with property maintenance and supervisory experience. He/she will coordinate with our team of local subcontractors. The role will also involve management of a full time porter/painter and a part time porter/painter.

The plan is set for staffing to begin in Spring 2013. The goal of the staff is to prepare the temporary leasing office (location TBD). Start communication with the University and local authorities. We believe it is critical to proactively open the lines of communication so all parties are kept current on concerns and activities. This includes being a responsible neighbor during construction. The plan is to begin leasing at the start of the 2013 Fall Semester.

## Security

Tenant security and safety is our primary goal. Our development team has devoted considerable time and resources insuring that all Hub developments meet or exceeds the industry in every category. The security detail considerations are built into the design of the building from the start, enabling a comprehensive security plan. Camera and access systems are thoroughly reviewed in design and architecture meetings and incorporated into the building plan. The preliminary schematic design for security and access will be available for review shortly.

### IP Based CCTV (Scope of Work)

Our security consultant is in the process of designing a “State of the Art” IP based digital CCTV Surveillance system for the Hub at Tucson. The design consists of approximately 100 IP surveillance cameras, all with megapixel resolution or higher for crystal clear images on both lives and recorded images.

The cameras will be on a secure network with a fiber back bone infrastructure and managed PoE network switches. The cameras will be stored on (2) enterprise class Video Servers with 6 Terabytes of hard drive storage on each server. The VMS (Video Management Software) will be ExacqVision’s advanced surveillance software. The ExacqVision software supports latest IP camera technology including megapixel cameras (up to 10 Megapixel) , H.264 compression and advanced video analytics. This software will allow fast interface and export of recorded images both locally and remotely if desired. The system can offer staff and security with a robust monitoring client that is compatible with multi-monitor display and a multitude of mapping and split-screen display options.

The software also can email out messages with thumbnail photos on event driven alarms, such as after hour motion in a secured or closed area. Video Clips that need to be saved permanently or exported for law-enforcement can easily be done with a basic USB jump drive. The video is then self-starting, watermarked, and compatible with all operating systems and PC formats.

The system will be housed in secure communication room on the 1<sup>st</sup> floor of the building with “point to point” multi-mode fiber ran to network switches in secure IDF-Data Rooms throughout the building/s.

### CCTV Camera Locations:

- Every Entry/Exit point on the First Floor of the Property
- All Common Corridors on the First & Second Floors
- All Residential Corridors on Floors 2-13

- All Elevator Cabs
- Outside Coverage of the 3<sup>rd</sup> Floor Amenity Deck
- Interior Coverage of the 3<sup>rd</sup> Floor Amenities, Gym, Club, etc
- Outside Coverage of the Rooftop Pool Deck

### Card Access Control System (Scope of Work)

All residents will be issued key fobs. The fobs will be used to gain entry and the system will be active 24 hours a day. Any lost or stolen fobs will be deactivated immediately.

The preliminary design includes a DSX Commercial Card Access System for the Hub at Tucson. This Electronic Card Access System will secure all main entry exit points of the building, parking garage, entry, common areas, and secure amenity areas from after hour usage. The system consists of HID iClass readers and cards / key fobs with 13.56 MHz smart card technology. All State and local building & fire codes on access control devices and egress paths with taken into consideration with system design. Each card reader point will be installed with a door position switch and “Request to Exit” device that will indicate forced door and door held open alarms.

The access system has been designed with DSX commercial grade hardware and software. The DSX 1048 Series access control panels with the WinDSX control software and database will control and allow an administration interface the system. The access control panels will be located in secure IDF-data rooms located throughout the building/s and the building. All cabling will be secured located in conduit to each door location and access device.

For non-resident entry, a telephone entry system will be installed outside the first floor main entry lobby double doors. This unit can dial resident’s phone lines to verify visitors and allow access to the building. A camera will be placed in the main lobby to view this entry system as well as the main double doors.

### Building DSX Card Access Locations:

- Every Entry/Exit point on the First Floor of the Property
- Sales Office Located on the First Floor
- All 3<sup>rd</sup> Floor Amenity Deck Entry Points
- All 3<sup>rd</sup> Floor Interior Amenities Entry Points, Gym, Club, etc
- All Rooftop pool Entry Points
- Vehicle Entry into Parking Garage

The system will also include motion sensors on the outside of the pool area and the outdoor amenity area on the 3<sup>rd</sup> Floor. This adds a level of redundancy in the event the secure areas are breached after hours.

## Relevant Management Experience

University of Illinois – Champaign, IL  
*309 Green Street*

### **Property Profile**

Invested, developed and manage.  
110-unit, 416-bed luxury student high rise  
Delivered August 2008  
Designed by Hartshorne Plunkard  
Architecture

### **Property Reputation**

Fully leased for 2011  
Established as anchor student housing property in the  
heart of campus town  
Near University of Illinois campus for superior student  
campus experience  
First class amenities and reasonable price point provide  
students with a meaningful value proposition



**University of Illinois – Champaign, IL**  
*Lofts 54*

**Property Profile**

Invested, developed and manage.  
43-unit, 172-bed luxury student development just 3 blocks from the University of Illinois Campus  
Delivered August 2008  
Designed by Booth Hansen Architecture

**Property Reputati on**

Fully leased  
Well maintai facilities and  
Cornerston e of student



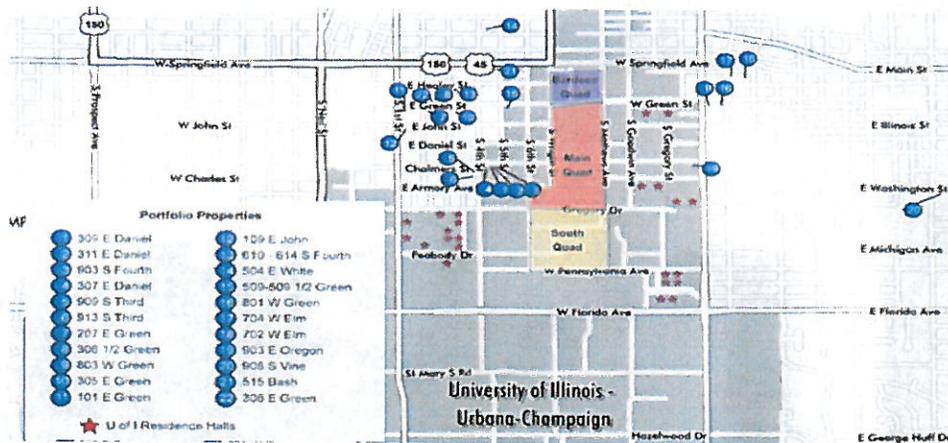
**University of Illinois – Champaign, IL**  
*Student Housing Portfolio*

**Property Profile**

287 Total Units (99% within 2 blocks of campus)  
 22 Sites Owned

**Property Reputation**

Pre-acquisition portfolio was well leased, but poorly marketed. Rents were believed to be 7-15% below market, but were at outstanding locations. Leveraged capital improvements to increase tenant experience. Achieved strong rent growth and lease rates.



**University of Texas at Austin – Austin, TX**  
*The Castilian*

**Property Profile**

- Acquired and managed.
- 371 unit, 742 bed private university certified dorm adjacent to the University of Texas
- Amenities include heated indoor swimming pool, state of the art fitness center, student lounges, spacious study lounges, conference facilities, computer center, entertainment lounge, pool tables, movie theater/ media room
- 4 retail spaces on 1st floor, 346 stall parking garage
- 11th floor dining hall offers highly acclaimed daily menus in an attractive, buffet-style setting
- Residential Units on floors 12-22

**Property Reputation**

- 100% occupancy during the past 4 academic years
- Offers numerous amenities not available in the UT dorms
- Enhanced common areas and property infrastructure
- Best located off-campus dormitory at UT
- Registered as an Austin Landmark



**University of Texas at Austin – Austin, TX**  
*Texan West Campus*

**Property Profile**

Acquired and managed.  
62 Unit, 190 bed student housing development  
Amenities include rooftop swimming pool and sun deck, outstanding views of the Texas Hill Country  
134 underground parking spaces and gated entry to both the complex and parking garage  
Offers variety of units ranging from 1 – 4 bedrooms

**Property Reputation**

Outstanding location three blocks from campus  
Well-appointed units with desirable amenities

**University of Texas at Austin – Austin, TX**  
*Vintage West Campus*

**Property Profile**

Invested, developed and managed.  
62 unit, 121 bed luxury student housing development  
Outstanding location just three blocks from campus.  
Near University shuttle stop, dining/ nightlife and shopping  
Units offer hardwood floors, granite countertops, 9' ceilings, cherry cabinetry and stainless steel appliances  
Occupancy August 1, 2009  
Designed by Chiles Architects

**Property Reputation**

Outstanding location near campus  
100% leased  
Superior student living experience to competition

**Texas State University – San Marcos, TX**  
*Bishop Square*

**Property Profile**

Acquired and managed.  
Harrison Street Capital Equity Partner  
Completed in 2002; Purchased March 2008  
134 Unit, 315 Bed student housing development

**Property Reputation**

95.5% leased

**University of South Carolina, Columbia, SC**  
*The Sterling*

**Property Profile**

**Property Reputation**

Acquired and managed.  
Harrison Street Capital Equity Partner  
Completed in 2007: Purchased in March 2008  
170 Unit, 472 Bed student housing development

Over 98% leased  
One of the best-located newer student housing developments in a rapidly growing metro area  
Outstanding Amenity package

## University of Georgia, Athens, GA

### *River Mill Apartments*

#### **Property Profile**

Acquired and managed.  
244 Unit, 462 Beds property immediately adjacent to the University of Georgia  
Property amenities include a spacious pool and sun deck, fitness center, game room and access to city bus lines  
Unit amenities include large floor plans, fully-equipped kitchens, microwave, dishwasher and washer / dryers in select units

#### **Property Reputation**

Complex is closest major student housing facility to the University of Georgia campus and football stadium  
Leases with little leasing effort or marketing  
Newer properties are all much farther from campus  
River views

## Iowa State University – Ames, IA

#### **Property Profile**

Acquired and manage  
The portfolio consists of 20 properties concentrated in a 3 block area  
458 units and 1,220 beds in total  
19 of 20 properties purchases for \$51 million in August 2006; Welch Crown Center purchased for \$4.8 million in May 2008  
Wide variety of units and styles  
Abundant parking includes surface, heated enclosed garage spaces totaling 1,018 stalls

#### **Property Reputation**

Entire portfolio is within 3 blocks of campus and 'Campustown'  
Newer properties among the nicest in Ames, IA  
Properties were mismanaged and below market rents  
Amenity package includes high speed internet, cable tv, free local phone, exercise facility, rooftop restaurant, rooftop deck with hot tub, secured access, video surveillance

## University of Mississippi, Oxford, MS

### *Hub at Oxford*

#### **Property Profile**

Under construction.  
162 Unit, 582 Beds  
Property amenities include a resort style pool, sun deck, fitness center, outdoor theater, putting green, business center, study rooms and access to city and school bus lines  
Unit amenities include large floor plans, fully-equipped kitchens, microwave, dishwasher and washer / dryers in select units

#### **Property Reputation**

Complex is within 2 miles from Ole Miss University  
Amenity package will be the best in the market  
Superior student living experience to competition

**Exhibit 1 - Standard Lease Form**



**RESIDENTIAL LEASE AGREEMENT – HUB AT TUCSON**

DATE OF LEASE: \_\_\_\_\_

LANDLORD: **CORE CAMPUS COMMUNITIES TUCSON 1, LLC** TENANT: \_\_\_\_\_

LANDLORD agrees to rent and TENANT accepts this LEASE on the following Conditions: THIS IS A JOINT AND SEVERAL LEASE WITH INDIVIDUAL RENT RESPONSIBILITY. All TENANTS in the UNIT are jointly responsible for all obligations under this LEASE except for RENT, the SECURITY DEPOSIT amount (if required) and any Fees which are the individual responsibility of each TENANT.

**1. PROPERTY AND OCCUPANTS.**

LANDLORD agrees to rent to TENANT the following UNIT at:

- a) PROPERTY: HUB AT TUCSON (also referred to in this Lease as the "Apartment Community")
- b) UNIT: TENANT'S specific Building, UNIT and Bedroom will be assigned to TENANT by LANDLORD prior to the beginning of the TERM listed in **Paragraph 2.**
- c) ADDRESS OF PROPERTY: Street Address TBD  
Tucson, AZ 85281

UNIT #: \_\_\_\_\_

Bedroom (A, B, C, D, E) \_\_\_\_\_ which is a  
private bathroom OR  
shared bathroom

accommodation in a \_\_\_\_\_ bedroom \_\_\_\_\_ bathroom UNIT  
in floor plan type \_\_\_\_\_

located within the Apartment Community at the address listed above.

The UNIT will be used as a private residence and for no other purpose.

LANDLORD has the right to relocate TENANT from one Bedroom to another or even to another Bedroom in a different UNIT within the Apartment Community during the term of this Lease.

d) OCCUPANTS: The Bedroom will be occupied only by TENANT and (list all other occupants not signing this LEASE or another LEASE within the Bedroom):  
\_\_\_\_\_  
\_\_\_\_\_

No one else may occupy the Bedroom. Persons not listed above must not stay in the Bedroom for more than two consecutive days without LANDLORD'S prior written consent, and no more than four days in any one calendar month. TENANT hereby agrees that LANDLORD may share TENANT'S name and contact information with Roommates prior to commencement of the Lease Term.

If TENANT allows another person to occupy any unrented/vacant bed space in the UNIT, TENANT will be responsible for the RENT for that bed space. TENANT will be responsible for all costs associated with returning the unrented/vacant bed space to its original condition. LANDLORD has the right, when any bed space within the UNIT is unoccupied, to place a new tenant in the unoccupied bed space unless TENANT and all other TENANTS in the UNIT agree to pay LANDLORD, as part of TENANT'S reserve RENT, the RENT and other charges that would be charged for such bed space if occupied.

Roommate compatibility is not guaranteed. The fact that TENANT and/or TENANT'S roommates may be in conflict with each other will not result in any termination of this LEASE.

The LANDLORD may enter the common area of the premises to show the unoccupied bedroom and common areas to leasing prospects without notice to the TENANT.

The portions of the PROPERTY and UNIT leased to Tenant are defined as including each of the following:

- (1) TENANT'S use of the assigned Bedroom in the UNIT.
- (2) Together with the other tenants of the UNIT, TENANT'S shared use of the Common Areas in the UNIT and

the Apartment Community (for purposes of this LEASE, "Common Areas" are those areas within the UNIT to which TENANT has access without going into another Bedroom and, within the Apartment Community, those areas to which all tenants have general access);

(3) TENANT'S use (shared with other tenants in the Unit, if applicable) of all appliances within the Common Areas of the UNIT; and

(4) If Bedroom or UNIT is furnished: TENANT'S sole (if Bedroom is Private) or shared (if Bedroom is Shared) use of TENANT'S furniture within TENANT'S Bedroom; and TENANT'S shared use of all furniture within the Common Areas of the UNIT; and

(5) TENANT'S shared use of the mailbox assigned to TENANT by LANDLORD. If the Postmaster serving the Apartment Community has instituted or begins instituting during this LEASE "single drop delivery", LANDLORD will place TENANT'S mail in the mail box, but shall have no liability for misdelivery, delays in delivery and/or failure of delivery.

(6) TENANT'S shared use of all Common Areas, amenities, and grounds of the Apartment Community at the address listed in **Paragraph 1.**

**2. TERM.**

The term of this LEASE shall commence at Noon on  
MONTH: August DAY: 15 YEAR: 2013

The term of this LEASE shall end at Noon on  
MONTH: July DAY: 31 YEAR: 2014

Such period of time is referred to as the "TERM."

**3. RENT.**

Payment must be made without demand in advance of each month:  
at the on-site manager's office or  
through LANDLORD'S online payment site

Total RENT due for this lease term is

\$ \_\_\_\_\_

RENT will be due in twelve (12) equal installments of

\$ \_\_\_\_\_ per month. There are no prorated RENT amounts under this LEASE. TENANT must also pay additional charges as identified in this LEASE when due. The first RENT payment is due on July 1<sup>st</sup> – prior to the lease commencement date. All subsequent payments of RENT must be paid on or before the first day of each and every calendar month during the TERM. If TENANT does not pay the first month's RENT on or before July 1<sup>st</sup>, all RENT for the entire TERM will be automatically accelerated and immediately due and payable in full. If TENANT does not pay any subsequent installment of RENT on or before the first day of the applicable calendar month, all RENT for the entire remaining balance of the TERM, at LANDLORD'S option, may be accelerated and immediately due and payable in full.

Simultaneously with the payment of any sums required to be paid under this LEASE as RENT, TENANT agrees to pay LANDLORD a sum equal to any and all excise, transaction privilege, and license taxes, sales taxes, rental taxes, use taxes, and any other similar taxes imposed by the State of Arizona, any other state, any political subdivision of any state, and any other governmental agency, upon the RENT and all additional charges to be paid by TENANT hereunder. Pursuant to A.R.S. § 33-1314(E), LANDLORD may adjust rental tax with 30 days notice if changed by the applicable municipality during the LEASE TERM. Currently, the applicable tax to be paid monthly is:

TENANT shall not pay RENT or additional charges in cash without LANDLORD'S prior written permission. TENANT must not withhold or offset RENT unless authorized by statute. LANDLORD may, at LANDLORD'S option, require at any time that TENANT pay all RENT and other sums in cash, certified or

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cashier's check, money order, credit card, or one monthly check rather than multiple checks. If TENANT does not pay all RENT on or before the 3<sup>rd</sup> day of the month, TENANT shall pay an initial late charge of \$55 plus a late charge of \$10 per day after that date until the entire outstanding balance is paid in full. On the beginning of the fourth day of the month, LANDLORD will impose late fees. TENANT shall also pay a charge of \$35 for each returned check or rejected automatic electronic draft, plus initial and daily late charges until LANDLORD has received acceptable payment. Daily late charges will not exceed 15 days for any single month's RENT. If TENANT does not pay RENT on time, TENANT will be in default and all remedies under state law and this LEASE will be available to LANDLORD.

**4. RENTAL PAYMENTS.**

a) RENT is due on the applicable due dates listed in Paragraph 3 and TENANT must pay RENT on the due dates listed in Paragraph 3 without prior notice or demand from LANDLORD.

b) RENT will not be considered late if it is received by LANDLORD by the 3<sup>rd</sup> day of the month in which it is due.

c) TENANT must pay full RENT when due and may not deduct funds from rental payments for any reason, unless otherwise allowed by law. LANDLORD may first apply payment(s) towards any outstanding balances due, such as, but not limited to, delinquencies, prior balances, maintenance and/or damage charges, additional charges and lockout fees before crediting such payment to the current RENT.

d) TENANT may NOT pay RENT in cash without prior written permission from LANDLORD. TENANT must pay RENT by check or money order, online payment, or as otherwise agreed by LANDLORD in writing. If LANDLORD agrees to accept RENT in any other form than check or money order, a convenience fee will be added to the amount due. The convenience fee may change during the lease TERM. LANDLORD is not required to provide a receipt for payments made by check or money order, and evidence of such payments shall be maintained by TENANT. Currently the convenience fees for paying online are set dependent on payment type as follows:

- a) \$24.95 per charge for VISA payments.
- b) 2.95% of MasterCard payments + \$2.50.
- c) \$1.95 for one-time e-check payments.
- d) \$1.00 per month for recurring e-checks.

These convenience fees are subject to change at any time.

e) Any accord, satisfaction, conditions or limitations noted by TENANT on or in any payment shall be null and void.

f) Without being required to do so, LANDLORD can accept partial payment of RENT along with a signed copy of a Partial Payment Agreement containing terms acceptable to LANDLORD, but LANDLORD does not waive LANDLORD'S rights in such circumstance to collect and enforce the payment of the remainder of such RENT.

TENANT is liable for all costs or charges associated with LANDLORD having to provide special services (unless required by law) to TENANT or at TENANT'S request and for all fees or fines as described in Rules and Regulations. Unless required by law, the provision of any special services shall be at Landlord's sole and absolute discretion.

**5. SECURITY DEPOSIT AMOUNT.**

The SECURITY DEPOSIT is \$\_\_\_\_\_. The SECURITY DEPOSIT must be paid on or before the date this LEASE is signed. This amount does NOT include any animal deposit if applicable.

**6. FEES.**

In addition to RENT and all other charges due under this Lease, TENANT agrees to pay LANDLORD the following fees and charges (list number of each in space below)

\_\_\_\_\_ Application Fee                      \$50.00 /Lease  
 \_\_\_\_\_ Administrative Fee              \$150.00 /Lease  
 \_\_\_\_\_ Other Fee (describe below) \$ \_\_\_\_\_ / \_\_\_\_\_

**7. PLACE AND NAME OF PAYMENTS.**

RENT payments are to be made payable to HUB AT TUCSON. Unless electronic payment arrangements are made, RENT must be paid to LANDLORD at the following address:

**Hub at Tucson  
 Street Address TBD  
 Tucson, AZ 85281**

**8. RETURNED CHECKS.**

If TENANT'S check is returned by the bank, TENANT:  
 a) shall pay a charge of \$35.00 as Additional RENT;  
 b) shall pay late charges retroactive to the due date listed in Paragraph 3; and  
 c) will be in violation of the LEASE for failing to pay the RENT on time, unless the fee and any late RENT charges are paid within the notice requirements of Arizona law.

If two (2) of TENANT'S personal checks are returned to LANDLORD, LANDLORD will require that all sums from TENANT be payable to LANDLORD in either certified or cashier's check or money order during the remaining balance of the TERM.

**9. PARENTAL GUARANTEE.**

Each TENANT listed on Page 1 of this LEASE must provide LANDLORD a legally binding parental or sponsor's GUARANTEE in a form acceptable to LANDLORD in LANDLORD'S sole and absolute discretion. The GUARANTEE for each TENANT must be delivered to LANDLORD within 7 days of TENANT signing this LEASE. LANDLORD may cancel this LEASE at anytime thereafter if TENANT does not provide the GUARANTEE to LANDLORD. TENANT will not be allowed to move-in without a complete LEASE file including the GUARANTEE. If TENANT does not have a signed GUARANTEE form, TENANT is still liable for all LEASE payments for the TERM. It is the LANDLORD'S option as to whether to accept the GUARANTEE or not. It is not the option of the TENANT as to whether or not to have the GUARANTEE completed and returned to LANDLORD.

**10. MEALS.**

Meals are not offered at the PROPERTY.

**11. TENANT'S UNIVERSITY.**

TENANT'S UNIVERSITY shall mean any of the following institutions in which TENANT is either enrolled currently or attempting to enroll: University of Arizona, Scottsdale Community College, Mesa Community College and University of Phoenix.

**12. RIGHT TO TERMINATE LEASE.**

See Paragraphs 40 and 41.

**13. NOTICES.**

LANDLORD and TENANT must send all notices by pre-paid postage via certified or registered mail, return receipt requested, or via hand delivery (hand delivery shall include delivery by LANDLORD of the notice to the UNIT or in the TENANT mailbox or delivery to the Management Office by TENANT). Notice is given when notice is mailed or hand delivered.

TENANT must send or hand deliver notices to LANDLORD at the address listed in Paragraph 7 of this LEASE. LANDLORD must send or hand-deliver notices to TENANT at TENANT'S UNIT or mailbox.

**14. UTILITIES.**

a) LANDLORD will supply and pay for the following utilities / services:  
 Basic Cable Television  
 Internet Service  
 Trash

NOTE: TENANT agrees to use utilities in a careful and conservative manner. TENANT is responsible for all other utilities including (but not limited to): water, waste water, electricity, gas,

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and phone.

b) At the end of the LEASE, TENANT must provide LANDLORD with satisfactory proof that all utilities, if any, billed to TENANT have been paid in full. LANDLORD does not have to return any SECURITY DEPOSIT to TENANT until TENANT gives LANDLORD proof that TENANT has paid all utilities, and may at its option apply the SECURITY DEPOSIT to any outstanding utility charges. **TENANT must keep electric service in TENANT'S name for four (4) days following the end of the TERM.**

c) LANDLORD agrees to furnish trash removal at specific locations throughout the PROPERTY (this does NOT include door-to-door trash pickup), basic cable television, and internet service for the UNIT. Internet service will be provided by LANDLORD in each bedroom through an arrangement with an outsourced service provider. The gas, water and sewer service will be arranged by LANDLORD and the cost thereof will be allocated according to the total number of tenants engaged in lease contracts at the PROPERTY and charged to each tenant individually. TENANT will be required to pay those utilities directly to LANDLORD'S office during the TERM. TENANT must arrange for and place electric service in TENANT'S name and usage will be sub-metered by the service provider and billed to the UNIT. TENANT will be responsible for payment directly to the electric service provider. If TENANT desires additional cable channels, they will be at TENANT'S expense and TENANT must contact the appropriate utility service provider. If TENANT fails to place electric service in TENANT'S name and such service is billed to LANDLORD, LANDLORD will invoice TENANT for electric services used plus a 15% administrative fee.

d) **INTERNET & TELEVISION SERVICE**

**Telecommunications Services**

LANDLORD is providing basic internet and basic television service to TENANT. This service includes television service and high speed broadband available in select locations throughout the building. Service is subject to Network Access, Acceptable Use and Performance Level terms (see below). If TENANT wants additional television channels, voice service or additional internet capacity, they will be at TENANT'S expense and TENANT must make arrangements through the LANDLORD-approved provider. These additional services not paid by LANDLORD must remain on and paid for by TENANT, in TENANT'S names, through their contracted ending date regardless of whether TENANT has vacated.

LANDLORD will not be liable for any interruption, surge, or failure of telecommunications services (including internet access, television service and voice service) to the Apartment or any damage directly or indirectly caused by the interruption, surge or failure. TENANT hereby releases LANDLORD from any and all such claims and waives any claims due to such outages, interruptions, or fluctuations.

**Network Access**

TENANT may find it necessary to purchase a network interface card, wireless PC card or other hardware in order to connect to the internet service. LANDLORD is not responsible for the purchase of these items and LANDLORD cannot guarantee compatibility with any device TENANT may have. The computer and network card must have software installed that supports the Internet Protocol commonly referred to as TCP/IP. Any conflicts between the software compatibility of the network and the TENANT'S computer operating system or any other feature will be the responsibility of the TENANT to resolve. LANDLORD will not be responsible for software issues related to the user's personal computer.

**Acceptable Use**

Internet services, equipment, wiring and/or jacks may not be tampered with or modified. Internet users shall not setup, host or maintain "server" type services.

The Internet may be used for only legal purposes and to access only those systems, software and data for which the user is authorized. Sharing access to copyrighted material on the network is prohibited. Be advised that LANDLORD and LANDLORD-approved providers will cooperate fully with any law enforcement agency or official in the disclosure of all pertinent information pertaining to any investigation or prosecution of illegal conduct by an individual or suite where access of the Internet services were obtained. Tenant consents to any and all such disclosures.

All users of the Internet are advised to consider the open nature of information disseminated electronically, and should not assume any degree of privacy or restricted access to such information. LANDLORD and LANDLORD-approved providers strive to provide the highest degree of security for transferring data, but cannot be held responsible if these measures are circumvented and information is intercepted, copied, read, forged, destroyed or misused by others.

**Performance Levels**

Many factors affect the speed of access to the Internet. Internet users are not guaranteed the maximum service performance (throughput speed) levels but reasonable efforts will be made to ensure the highest possible quality of service is delivered. Internet users understand that any content that they may access may be subjected to "caching". Simultaneous use of bandwidth applications (e.g.: streaming media) by multiple users may result in a user experience that is slower when compared to single user.

Reasonable efforts will be made to ensure availability of the Internet services to users. Service outages for routine maintenance, equipment or service failures, or emergency servicing will happen over the course of the year and LANDLORD shall have no liability for any outages.

15. **CONDITION OF UNIT.**

TENANT accepts the UNIT and PROPERTY in its present condition and designates it fit and habitable. Within 48 hours of taking possession of the UNIT, TENANT must inspect the UNIT and provide LANDLORD a list of any defects or damages to the UNIT by completing a Move-in Condition Form. As part of this list, TENANT must test all smoke detectors. The purpose of the list is to document the condition of the UNIT at the time the term of the LEASE commences. Any items not identified by TENANT shall be deemed in good condition.

The list should be delivered to the LANDLORD at the address listed in Paragraph 7. TENANT should keep a copy of the list signed by LANDLORD or LANDLORD'S representative. If LANDLORD receives no list within the time given, TENANT acknowledges that there are no defects or damages. The UNIT must be returned to LANDLORD in the same condition as it was provided, reasonable wear and tear accepted. TENANT is responsible for all damage to the UNIT that occurs after acceptance, reasonable wear and tear excluded. **TENANT acknowledges and agrees that having to paint a UNIT at any time after TENANT takes possession of the UNIT could be billed back to TENANT if the damages are considered above reasonable wear and tear.**

16. **APPLIANCES AND FURNITURE.**

a) LANDLORD will provide the appliances and furniture listed below:

- Refrigerator/Freezer
- Dishwasher
- Range
- Washer & Dryer
- Microwave
- Flat Panel Television
- Couch and/or love seat
- Love Seat (not applicable in studios/1 bedrooms)
- Coffee Table
- Bar stools (not applicable in studios/1 bedrooms)
- Mattress and Bed frame
- Desk
- Desk Chair
- Mini Fridge

b) LANDLORD will repair or replace non-working appliances.

c) TENANT agrees to keep all appliances and furniture clean and to immediately report any appliance or furniture that is broken, damaged or not working properly. TENANT is responsible for the cost of repairing or replacing any appliance or furniture item which is broken, damaged, not working or not in the UNIT because of the fault of TENANT or TENANT'S guests. TENANT agrees to not add any additional refrigeration to the UNIT at any time.

17. **LANDLORD UNABLE TO GIVE POSSESSION.**

a) LANDLORD shall not be responsible or liable to pay any damages, or, be held liable, to TENANT if LANDLORD cannot give possession of the UNIT on the lease commencement date, for any reason whatsoever.

b) If LANDLORD is unable to give possession of the UNIT to TENANT on the date when the LEASE is to commence, RENT will be abated on a daily basis during the delay. LANDLORD shall not be liable for any such delay in delivering possession of the UNIT to TENANT. TENANT must pay RENT or additional charges for any

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part of a month that TENANT has possession.

c) TENANT may terminate the LEASE if possession of the UNIT is not given to TENANT within 60 days of the LEASE commencement date. TENANT must give notice of such termination to LANDLORD in writing before the 6th day after the 60-day period has expired. The LEASE will continue if TENANT does not give LANDLORD written notice that TENANT is terminating the LEASE pursuant to this paragraph, and TENANT's right to terminate the lease shall thereafter be null and void and all duties and obligations of TENANT under the LEASE will remain in full force and effect.

**18. USE.**

a) Only the TENANT listed on this LEASE may live in the UNIT; however, TENANT acknowledges that the UNIT may be occupied by another tenant provided the additional tenant has an executed LEASE for the UNIT or is listed in Paragraph 1 of this LEASE.

b) TENANT may not commit any act or allow any activity to occur in the UNIT or on the PROPERTY, which violates or breaks any Federal, State or local laws or ordinances, or any applicable rules or regulations. TENANT may not use or allow the UNIT or the PROPERTY to be used for any disorderly or illegal purpose. The UNIT may only be used as a private residence.

c) TENANT may not store or allow any hazardous, flammable or toxic substances in or on the UNIT or the PROPERTY. TENANT may not do or allow any behavior in the UNIT or on the PROPERTY which is a nuisance or which creates a risk of injury, loss or damage. TENANT may not engage in or allow any activity, which increases the costs of insurance or the LANDLORD's ability to either obtain or maintain insurance coverage on the PROPERTY.

**19. TENANT'S RESPONSIBILITY FOR INJURY OR DAMAGE.**

TENANT agrees that TENANT is responsible for:

a) all personal property of TENANT and TENANT's family, guests or persons invited by TENANT in or on the PROPERTY, including automobiles;

b) loss, damage, costs, injury or death caused by TENANT or TENANT's family, guests or persons invited by TENANT for the use of TENANT's property;

c) any claim due to acts or from any failure to act by TENANT or TENANT's family, guests or persons invited by TENANT; and

d) payment for damages or costs of LANDLORD from any claim based upon the acts of TENANT or TENANT's family, guests or persons invited by TENANT.

**20. TENANT'S INSURANCE.**

TENANT shall acquire and maintain for the TERM of the LEASE insurance coverage for:

a) the protection of any personal property of TENANT and TENANT's family or guests;

b) all claims by TENANT or TENANT's family, guests or persons invited by TENANT for injury or death occurring in or about the PROPERTY; and

c) TENANT's automobile(s).

**DAMAGE TO TENANT'S PROPERTY AND INSURANCE:**

LANDLORD does not provide any insurance coverage for TENANT's property. Unless caused by the willful or grossly negligent actions of LANDLORD, or LANDLORD's agent's or employee's, neither LANDLORD nor LANDLORD's agents and/or employees shall be responsible for any theft, damage, loss or destruction of personal property of TENANT or TENANT's occupants, guests, licensees, invitees or agents due to fire, water, flooding, other casualty, act of God, or any other causes. TENANT IS ENCOURAGED TO INSURE PERSONAL PROPERTY IN AN AMOUNT SUFFICIENT TO COVER THE PROPERTY.

TENANT expressly and unequivocally agrees to be liable to

LANDLORD and/or LANDLORD's insurer for damage to the UNIT or the PROPERTY, including but not limited to fire and water damage, caused by TENANT's negligent conduct, or the negligent conduct of TENANT's occupants, guests, licensees, invitees or agents. TENANT agrees to comply in all respects with any applicable policy of insurance so as to not cause an increase in premium or void any insurance policy.

**21. LANDLORD'S ENTRY ONTO THE PROPERTY.**

LANDLORD or LANDLORD'S agent may enter the UNIT by any means necessary:

a) by giving TENANT a 48-hour written notice of intent to enter the UNIT; or

b) without notice to TENANT in the event of an emergency or situation where it is impractical to give 48-hour notice such as inspection of possible lease violation; or

c) if noise inside the UNIT is too loud to hear someone knock at the door; or

d) to show the common area of the UNIT and any vacant bedroom to a prospective tenant.

**22. LANDLORD'S RESPONSIBILITY.**

LANDLORD is not responsible for any loss, expense, injury or damage to any person or property caused by items including but not limited to:

- a) theft;
- b) fire;
- c) ice, snow or rain;
- d) water;
- e) plumbing or pipe leaks;
- f) malfunction of appliances;
- g) interruption of any utilities or services at the UNIT or the PROPERTY
- h) power surges;
- i) sprinkler systems.

LANDLORD has no duty to remove ice, sleet or snow, but LANDLORD may do so in whole or in part, with or without notice to TENANT. EXCEPT FOR LANDLORD'S LIABILITY ARISING UNDER APPLICABLE LAW, TENANT, FOR TENANT AND FOR TENANT'S GUESTS, RELEASE LANDLORD, AND LANDLORD'S RESPECTIVE SUCCESSORS AND ASSIGNS AND LANDLORD'S AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS AND AFFILIATES (collectively, the "RELEASED PARTIES") FROM ANY AND ALL CLAIMS AND/OR DAMAGES (i) FOR LOSS OR THEFT OF TENANT'S OR TENANT'S GUEST'S PERSONAL PROPERTY, AND/OR (ii) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO TENANT, MEMBERS OF TENANT'S FAMILY OR TENANT'S GUESTS, IN OR ABOUT THE BEDROOM, THE UNIT, OR THE PROPERTY, EVEN IF SUCH CLAIM OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASED PARTIES. TENANT ASSUMES FOR TENANT AND ALL MEMBERS OF TENANT'S FAMILY AND TENANT'S GUESTS, ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF THE UNIT, THE COMMON AREAS, THE PROPERTY OR THE PROPERTY'S RECREATIONAL FACILITIES OR OTHER AMENITIES, IT BEING UNDERSTOOD THAT ALL SUCH FACILITIES AND AMENITIES ARE GRATUITOUSLY SUPPLIED FOR TENANT'S USE, AND AT THE USER'S SOLE RISK. TENANT HEREBY INDEMNIFIES LANDLORD AND EACH OF THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, ACTIONS, COSTS AND DAMAGES WHICH LANDLORD OR ANY OF THEM MAY SUFFER OR INCUR AS A RESULT OF TENANT'S NEGLIGENCE, WILLFUL MISCONDUCT AND/OR VIOLATION OF THIS LEASE.

**23. RULES AND REGULATIONS.**

a) LANDLORD may make reasonable rules and regulations to protect:

1) the PROPERTY and the property of other TENANTS, neighbors, or other people; and,

2) the comfort, safety or rights of other TENANTS, neighbors, or other people.

b) TENANT will follow all rules and regulations made by LANDLORD, which are now in effect and attached to this LEASE. TENANT will follow any new rules and regulations made by LANDLORD during the TERM. **LANDLORD may charge TENANT a rule violation charge for each violation of the**

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applicable Rules and Regulations. TENANT's parents and/or Guarantor may be contacted for any violation of the rules and regulations.

**24. PETS.**

No animals (including mammals, reptiles, birds, fish, rodents, amphibians, arachnids, and insects) are allowed, even temporarily, anywhere in the UNIT or PROPERTY unless LANDLORD has authorized so in writing. If LANDLORD allows an animal, TENANT must sign a separate Pet Addendum and pay a pet deposit and pet fee. A pet deposit is considered a general SECURITY DEPOSIT. LANDLORD will authorize a support animal for a disabled person but will not require a pet deposit nor a pet fee. LANDLORD may require a written statement from a qualified professional verifying the need for the support animal. TENANT must not feed stray or wild animals.

If TENANT or any guest or occupant of the UNIT violates pet restrictions (with or without TENANT'S knowledge), TENANT will be subject to charges, damages, eviction, and other remedies provided in this LEASE. If a pet has been in the UNIT at any time during TENANT'S term of occupancy (with or without LANDLORD'S consent), LANDLORD will charge TENANT for de-fleing, deodorizing, and shampooing. Initial and daily pet-violation charges and pet-removal charges are liquidated damages for LANDLORD'S time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing pet restrictions and rules. LANDLORD may remove an unauthorized pet after leaving, in a conspicuous place in the UNIT, a 24-hour written notice of intent to remove the pet. LANDLORD may keep or kennel the pet or turn it over to a humane society or local authority. When keeping or kenneling a pet, LANDLORD shall not be liable for loss, harm, sickness, or death of the pet unless due to LANDLORD'S gross negligence or willful misconduct. LANDLORD will return the pet to TENANT upon request if it has not already been turned over to a humane society or local authority. TENANT must pay for the pet's reasonable care and kenneling charges.

A \$500 fine will be assessed to TENANT for any violation of this policy by TENANT or TENANT'S guest.

LANDLORD has no lien on the pet for any purpose.

**25. TRASH REMOVAL / RECYCLING.**

Trash must be disposed of in accordance with the directions of the LANDLORD. All trash must be removed as it accumulates in the UNIT. Trash may not be kept in closets, hallways, basements, etc. Additionally, TENANT may never place trash or debris near the front door or on the patio or balcony. If any trash or debris is found in these areas, a reasonable fee will be charged for the removal of all items. If TENANT violates local ordinances for removal of trash/recycling and LANDLORD is fined, TENANT must pay the fine and any costs incurred by LANDLORD as a result of TENANT'S actions.

**26. UNAUTHORIZED VEHICLES.**

a) TENANT may not park any vehicle on the PROPERTY unless LANDLORD and TENANT execute a Parking Lease allowing the TENANT to park a vehicle on the PROPERTY.

b) No unregistered or disabled automobiles, trailers, campers, boats, etc are allowed on the PROPERTY at any time.

c) TENANT may not make repairs to automobiles on the PROPERTY.

d) LANDLORD may tow at TENANT'S expense any vehicle determined by LANDLORD to have been abandoned or parked in violation of this LEASE, other applicable parking rules or regulations, or in violation of applicable law.

**27. MAINTENANCE.**

LANDLORD agrees to do any maintenance or structure repairs that are needed to the UNIT. TENANT agrees to keep the UNIT clean, neat and safe.

LANDLORD shall act with customary due diligence to:

(a) keep Common Areas of the PROPERTY (but not the UNIT, which shall be the responsibility of TENANT) reasonably clean;

(b) maintain fixtures, furniture, hot water, heating, and A/C equipment;

(c) substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing;

and

(d) make all reasonable repairs, subject to TENANT'S obligation to pay for damages for which TENANT is liable.

LANDLORD may temporarily turn off equipment and/or interrupt utilities to the UNIT and/or the PROPERTY to avoid property damage or to perform work requiring such interruption as determined in LANDLORD'S sole judgment. LANDLORD will not be liable for any inconvenience, discomfort, disruptions or interference with TENANT'S use of the PROPERTY because LANDLORD is making repairs, alterations or improvements to the UNIT or the PROPERTY. If TENANT requests any repairs, and LANDLORD approves such request, the repairs will be done during LANDLORD'S usual working hours unless TENANT requests in writing that such repairs be done during other hours and such request is approved by LANDLORD. If LANDLORD approves such request TENANT will have to pay in advance any additional charges resulting from such request.

TENANT agrees to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the UNIT. To prevent or minimize the occurrence and growth of mold in the UNIT, TENANT hereby agrees to the following:

TENANT is responsible for replacing the HVAC filter at least four times during the lease TERM at TENANT'S expense. TENANT may purchase filters from LANDLORD at a cost of \$5.00 each.

TENANT shall (a) remove any visible moisture accumulation in or on the UNIT, including on walls, windows, floors, ceilings, and bathroom fixtures, (b) mop up spills and thoroughly dry affected area as soon as possible after occurrence, (c) use exhaust fans in kitchen and bathroom when necessary, and (d) keep climate and moisture in the UNIT at reasonable levels.

TENANT shall clean and dust the UNIT regularly, and shall keep the UNIT, particularly the kitchen and bath, clean and dry.

**TENANT shall promptly notify LANDLORD in writing of the presence of any of the following conditions:**

Any water leak, excessive moisture, or standing water inside the UNIT or any Common Areas.

Mold or mildew growth in or on the UNIT that persists after TENANT has tried to remove it with an appropriate household cleaning solution, such as Lysol or Pine-Sol disinfectants, Tilex Mildew Remover, or Clorox, or a combination of water and bleach.

A malfunction in any part of the heating, air-conditioning, or system in the UNIT.

TENANT shall be liable to LANDLORD for damages sustained to the UNIT or the PROPERTY as a result of TENANT'S failure to comply with the terms of this section, and LANDLORD shall not be liable for any damages sustained to TENANT'S person or property as a result of any such failure.

TENANT is responsible for all pest control, except that LANDLORD shall provide an initial pest control treatment if the need for such treatment is reported to LANDLORD in writing within 10 days after move-in. If LANDLORD incurs the cost of pest control in the UNIT or the PROPERTY as a result of the actions or inactions of any tenant in the UNIT, all tenants in the UNIT shall be responsible for the cost thereof.

**28. REPAIRS.**

TENANT agrees to:

a) immediately report to LANDLORD any damages or needed repairs; and

b) pay for repairs which are needed due to the fault of TENANT or any of TENANT'S family or guests.

If TENANT or any occupant needs to send a notice or request—for example, for repairs, installations, services, ownership disclosure or security-related matter— **IT MUST BE SIGNED AND PROVIDED IN WRITING** to LANDLORD'S designated representative (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). LANDLORD'S written notes on TENANT'S oral request do not constitute a written request from TENANT.

LANDLORD'S compliance with or responding to any oral request regarding security or any other matters does not waive the strict requirement for written notices under this LEASE. TENANT must promptly notify LANDLORD in writing of: water leaks; mold; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard

to property, health, or safety. LANDLORD may change or install utility lines or equipment serving the UNIT if the work is done reasonably without substantially increasing TENANT's utility costs. LANDLORD 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, TENANT must notify LANDLORD's representative immediately. If air conditioning or other equipment malfunctions, TENANT must notify LANDLORD's representative as soon as possible on a business day. LANDLORD will act with customary diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received. RENT will not abate in whole or in part.

If LANDLORD believes in its sole judgment that damage is substantial, or that performance of needed repairs poses a danger to TENANT, LANDLORD may terminate this LEASE without liability by giving TENANT at least five (5) days written notice. LANDLORD may also remove personal property if it causes a health or safety hazard. If the LEASE is so terminated, LANDLORD will refund prorated RENT and all deposits, less lawful deductions.

In compliance with Arizona Revised Statutes 33-1366, if TENANT'S UNIT is damaged to the extent that the UNIT becomes unlivable, TENANT may elect to vacate the UNIT after giving LANDLORD 14 days notice that the premises are uninhabitable, or TENANT can elect to live in UNIT if part of the UNIT is habitable. TENANT would then pay a reasonably prorated rental value until all repairs are completed.

#### **29. CHANGES TO THE PROPERTY.**

TENANT must obtain written permission from LANDLORD before TENANT makes any changes, improvements or additions to the UNIT. TENANT agrees that LANDLORD will not pay for changes made to the UNIT unless LANDLORD agreed in writing to pay for such changes.

#### **30. LAUNDRY FACILITIES.**

Individual washer and dryer is included in each unit. TENANT is responsible for cleaning lint trap after each dryer use to prevent fire.

#### **31. TAKING OF PRIVATE PROPERTY.**

a) Legal authorities are able to take property after paying for it. This is known as "condemnation".

b) TENANT agrees that if the PROPERTY, part of the PROPERTY, or the land on which the PROPERTY is located are taken:

1) LANDLORD can end this LEASE;

2) LANDLORD is not responsible for claims of TENANT for inconvenience or loss of use of the PROPERTY or any part of the PROPERTY; and

3) TENANT, by signing this LEASE, has assigned to LANDLORD any rights which TENANT may have to any money paid by the legal authorities for or relating to the taking of the PROPERTY.

#### **32. UNENFORCEABLE LEASE CONDITIONS.**

If any court determines that any condition or part of this LEASE is illegal or unenforceable, the rest of the LEASE shall continue in full force and effect.

#### **33. SALE OF PROPERTY.**

A new owner can end this LEASE by giving TENANT 90 days written notice if there is:

a) a sale or transfer of the PROPERTY; or

b) a sale of the land or buildings in which the UNIT is located.

#### **34. TRANSFER BY LANDLORD.**

LANDLORD may transfer this LEASE. If transferred, TENANT's obligations shall continue in full force and effect to the new LANDLORD. The new LANDLORD will have all of the rights that the current LANDLORD has under this LEASE. LANDLORD may transfer this LEASE without obtaining TENANT'S approval.

#### **35. SECURITY DEVICES.**

LANDLORD is NOT obligated to furnish security personnel,

security lighting, security gates or fences, or other forms of security and LANDLORD can discontinue any such items at any time without notice.

#### **36. DEFAULT BY TENANT.**

TENANT shall be in default of this LEASE if TENANT:

- a) fails to pay RENT or any other charges when due; or
- b) does anything which is not permitted by this LEASE;

or

- c) fails to do anything which is required by this LEASE;

or

d) gives LANDLORD false information, including information or signatures on TENANT's or the Guarantor's/Co-signers rental application, on the LEASE or on the GUARANTEE; or

e) any of the utilities which are payable by TENANT or the other tenants of the UNIT are not paid in a timely manner or are disconnected or shut-off; or

f) TENANT fails to pay any fine within 10 days after it is levied in accordance with this LEASE or the **Rules and Regulations**.

#### **37. LANDLORD'S RIGHTS.**

LANDLORD shall have the following rights in addition to any other rights of LANDLORD under this LEASE or applicable law.

a) If TENANT breaks any condition of this LEASE, any Addendum to this LEASE, or the **Rules and Regulations**, LANDLORD can:

(i) collect any past due RENT and utility payments and any sums which are due for the rest of the TERM from TENANT;

(ii) collect from TENANT for damages caused by TENANT or TENANT's breaking of any conditions of the LEASE or TENANT's doing of any act which is not permitted by the LEASE;

(iii) evict TENANT and take possession of the UNIT;

(iv) recover or file suit to recover:

(a) all RENT and additional charges which are due from TENANT;

(b) reimbursement for any damages; and,

(c) reasonable costs and expenses which are incurred by LANDLORD to enforce this LEASE, including court costs, collection costs and attorneys' fees.

b) These are not the only rights LANDLORD has if TENANT breaks this LEASE. Besides ending this LEASE and getting a court order to evict TENANT, LANDLORD can sue TENANT for unpaid RENT and other damages, losses or injuries.

If LANDLORD obtains a money judgment against TENANT, LANDLORD may use the court process or any other available process to take TENANT'S personal goods, furniture, motor vehicles and other assets to the maximum extent allowed by law.

**FIRE OR OTHER CASUALTY.** If in LANDLORD'S reasonable judgment, the Bedroom, the Building or the Property is materially damaged by Fire or other casualty, LANDLORD may terminate this LEASE within a reasonable time after such determination by giving TENANT written notice of such termination. If LANDLORD does terminate the LEASE, and TENANT did not cause the loss, LANDLORD will refund prorated, prepaid RENT and the Security Deposit, less lawful deductions. If LANDLORD determines that material damage has not been caused to the UNIT, the Building or the PROPERTY, or, if LANDLORD has elected not to terminate this LEASE, LANDLORD will, within a reasonable time, rebuild the damaged improvements.

#### **38. CONTRACTUAL LIEN.**

This section is intentionally left blank.

#### **39. OTHER REMEDIES.**

In addition to all of LANDLORD's other rights and remedies under Arizona law and this LEASE, if TENANT'S RENT is delinquent and LANDLORD gives TENANT 5 days' prior written notice, LANDLORD may terminate electricity that LANDLORD has furnished at LANDLORD'S expense, unless applicable law provides otherwise. LANDLORD may report unpaid amounts to credit agencies. If TENANT defaults and moves out early, TENANT will pay LANDLORD any amounts stated to be rental amounts in **Paragraph 3** for the entire TERM, in addition to other sums due. Upon TENANT'S default, LANDLORD reserves all other available legal remedies, including LEASE termination. Late charges are liquidated damages for LANDLORD'S time, inconvenience, and overhead in collecting late RENT (but are

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not for attorney's fees and litigation costs). TENANT must pay all collection-agency fees if TENANT fails to pay all sums due within 10 days after LANDLORD mails TENANT a letter demanding payment and stating that collection agency fees will be added if TENANT fails to pay all sums by that deadline. LANDLORD may accelerate RENT – see Paragraph 46.

#### 40. ENDING THE LEASE.

a) This LEASE will end at the time and date listed in Paragraph 2. LANDLORD may not extend the term of this LEASE without the written consent of TENANT. TENANT may not extend the term of this LEASE without the written consent of LANDLORD. Failure to vacate the UNIT at the end of LEASE shall be a violation of this LEASE.

b) If LANDLORD fails to repair or remedy a condition for which it is obligated, by law, to repair or remedy, TENANT may pursue remedies under Arizona law, including the possibility of terminating this LEASE, by following this procedure:

(1) TENANT must make a written request for repair or remedy of the condition – after which LANDLORD shall have a reasonable time for repair or remedy;

(2) if LANDLORD fails to do so, TENANT must make a second written request for the repair or remedy (to make sure that there has been no miscommunication) – after which LANDLORD will have a reasonable time for the repair or remedy; and

c) If TENANT does not vacate the UNIT upon expiration of the TERM, TENANT shall pay, in addition to the normal RENT, an additional charge of \$200.00 per day until TENANT vacates. This additional charge is due for each day that TENANT stays in possession of the UNIT after expiration of the TERM. Nothing contained in this LEASE shall give TENANT the right to remain in possession of the UNIT following expiration of the TERM.

#### 41. EARLY TERMINATION.

Except as otherwise expressly stated in this LEASE, and excepting cases of default by TENANT, this LEASE may not be terminated early unless it is agreed to in writing by both LANDLORD and TENANT. LANDLORD has no obligation to terminate this LEASE early. If LANDLORD agrees to any early termination of this LEASE, a termination charge will apply as specified by LANDLORD and must be paid before the LEASE is officially terminated. The Application Fee is never refundable.

**UNLAWFUL EARLY MOVE-OUT; RELETTING CHARGE.** TENANT will be liable for a re-letting charge of 85% of the highest monthly RENT, in addition to all RENT, fees, and other charges due during the TERM, if TENANT:

- (1) fails to move in, or fails to give written move-out notice
- (2) moves out without paying RENT in full for the entire TERM or renewal period; or
- (3) moves out at LANDLORD's demand because of TENANT's default; or
- (4) is evicted.

**NOT A RELEASE.** The re-letting charge is not a cancellation fee or buyout fee. It is a liquidated amount covering only part of LANDLORD's damages; that is, LANDLORD's time, effort and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain—particularly those relating to make ready, inconvenience, paperwork, advertising, showing the UNIT, utilities for showing, checking prospects, overhead, marketing costs, and locator-service fees. TENANT agrees that the re-letting charge is a reasonable estimate of such damages and that the charge is due whether or not LANDLORD's re-letting attempts succeed. The re-letting charge does not release TENANT from continued liability for: future or past-due RENT; charges for cleaning, repairing, repainting, unreturned keys, or other sums due. TENANT is expected to return the UNIT to the condition in which possession was taken in order to avoid incurring damage charges. LANDLORD will inspect the UNIT after TENANT vacates to assess damages and make any necessary repairs to the unit before a replacement TENANT moves in.

#### 42. SUBLETTING.

TENANT may not transfer this LEASE or sublet the UNIT, nor any part of the UNIT without LANDLORD's prior written approval which may be granted or withheld in LANDLORD's sole and absolute discretion.

If TENANT permits another person to live in UNIT or provides key to a person not named on this LEASE, TENANT will be subject to a \$1,000 fine. If departing or remaining tenants find a replacement tenant acceptable to LANDLORD before moving out and LANDLORD expressly consents to the replacement, subletting, or assignment, then:

- (1) a re-letting charge will not be due;
- (2) an administrative (paperwork) fee of \$500 will be due; and a rekeying fee will be due if rekeying is requested or required; and
- (3) the departing TENANT will no longer remain liable for remaining balance of the TERM.

**Procedures for Replacement.** If LANDLORD approves a replacement tenant, then, at LANDLORD'S option: (1) the replacement tenant must sign a new lease contract or an Addendum to this contract (at LANDLORD'S discretion) with or without an increase in the total SECURITY DEPOSIT; or (2) the remaining and replacement tenants must sign an entirely new lease contract. Unless LANDLORD agrees otherwise in writing, TENANT'S SECURITY DEPOSIT will automatically transfer to the replacement tenant as of the date LANDLORD approves. The departing tenant will no longer have a right to occupancy or a SECURITY DEPOSIT refund, but will remain liable for the remainder of the original Lease Contract term unless LANDLORD agrees otherwise in writing—even if a new lease contract is signed.

#### 43. LEAVING THE UNIT.

##### **DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.**

LANDLORD will mail TENANT'S SECURITY DEPOSIT refund (less lawful deductions) and an itemized accounting of any deductions no later than 14 days after written request therefore, which request shall provide TENANT'S new address, unless applicable statutes provide otherwise.

TENANT will have *surrendered* the UNIT when: (1) the move-out date has passed and no one is living in the UNIT in LANDLORD'S reasonable judgment; or (2) all UNIT keys and access devices have been turned in where RENT is paid—whichever date occurs first.

TENANT will have *abandoned* the UNIT when all of the following have occurred: (1) all tenants appear to have moved out of the UNIT in LANDLORD'S reasonable judgment, and have been absent for at least seven (7) days; (2) clothes, furniture, and personal belongings have been substantially removed in LANDLORD'S reasonable judgment; (3) TENANT has been in default for non-payment of RENT for at least ten (10) days; and (4) TENANT has not responded for five (5) days to LANDLORD'S notice left on the outside of the main entry door and mailed to TENANT, stating that LANDLORD considers the UNIT abandoned. A UNIT may also be "abandoned" as specified by applicable statute.

If TENANT abandons the UNIT, LANDLORD may take possession of the UNIT and its contents. LANDLORD may dispose of the contents and re-rent the UNIT without obligation to TENANT. TENANT must pay the cost for removal and other associated costs.

If LANDLORD sells the contents, TENANT will be credited with the actual amount received, less the cost of removal and sale. LANDLORD may destroy or otherwise dispose of some or all of the contents if LANDLORD reasonably determines that the value of the contents is so low that the cost of moving, storage and conducting a public sale exceeds the amount that would be realized from the sale.

TENANT must still pay the RENT for the entire term.

#### 44. TENANT'S DUTIES AT END OF THE LEASE.

In addition to any other duties which TENANT has under this LEASE, TENANT will:

- a) leave the UNIT when the LEASE ends and return all keys and access devices/remotes to LANDLORD;
- b) return the UNIT:
  - 1) clean and free of garbage or trash; and
  - 2) in good order and repair, reasonable wear and tear excepted; and

c) comply with all other terms of this LEASE.

TENANT may obtain a free copy of the Arizona Residential

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Landlord and Tenant Act online from the Secretary of State's Office.

TENANT may be present at the time of the move-out inspection at the end of the TERM, if requested. TENANT must contact management to schedule an appointment for the inspection at least seven (7) days prior to the move out date assigned on page 1 of this LEASE.

**45. SECURITY DEPOSIT TERMS.**

- a) Before moving into the UNIT, TENANT must pay the SECURITY DEPOSIT amount listed in Paragraph 5.
- b) TENANT may not apply or use the SECURITY DEPOSIT for payment of RENT under the LEASE.
- c) TENANT agrees that during the TERM or prior to returning the SECURITY DEPOSIT to the TENANT, LANDLORD may decide to use all or part of the SECURITY DEPOSIT:
  - 1) to pay for damages caused by TENANT to the UNIT and/or the PROPERTY; and/or
  - 2) to pay for any unpaid RENT or additional charges owing to LANDLORD.

If all or part of the SECURITY DEPOSIT is used in the manner described above or for any other reason as permitted by law, TENANT will immediately deposit with LANDLORD the amount needed to replenish the SECURITY DEPOSIT to equal the amount listed in Paragraph 5.

See Paragraph 43.

e) A copy of the move-out procedures, which detail the cleaning and UNIT standards as well as the potential charges, may be obtained from LANDLORD at TENANT's request. TENANT is responsible for cleaning the UNIT, including all Common Areas, thoroughly and following all of LANDLORD's cleaning instructions prior to move-out. If TENANT does not clean UNIT to LANDLORD's specifications then LANDLORD will charge TENANT a reasonable fee for the cleaning of the UNIT. If UNIT is furnished, TENANT will be responsible for the cost, if any, for relocating the furniture in the UNIT to the appropriate place within the UNIT. Common Area damages will be split amongst all tenants in the UNIT. Bedroom damages will be split amongst all tenants who have leases for that specific bedroom.

f) A fifteen percent (15%) administrative charge will be added to all damage/cleaning/painting charges to the UNIT when resulting from damages caused by tenants. Charges for damages may occur at any time during the TERM.

The SECURITY DEPOSIT will not be LANDLORD's limit of damages if TENANT violates this LEASE, and TENANT may be liable for damages in excess of the Security Deposit. Among other items, the cost of labor and materials for cleaning and repairs, in excess of "normal wear" and the amount of delinquent payments of RENT and other charges, and late charges, may be deducted by LANDLORD from the Security Deposit.

**46. ACCELERATION.**

All monthly RENT for the rest of the LEASE contract will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if TENANT is evicted from the UNIT or abandons the UNIT.

**47. LOSS OF LANDLORD'S RIGHTS.**

LANDLORD does not give up rights by accepting RENT or any additional charges, or by delaying or not enforcing any term or condition of this LEASE.

**48. NO JURY TRIAL.**

LANDLORD and TENANT hereby waive their right to a jury trial in any lawsuit involving this LEASE.

**49. WRITTEN CHANGES TO THE LEASE.**

All of the promises and understandings between LANDLORD and TENANT are contained in this LEASE. There are no other

promises or understandings between the parties. Any changes to this LEASE require writing and signature by LANDLORD and TENANT, or written notice delivered to TENANT 30 days prior to LEASE change effective date. Neither LANDLORD nor any of LANDLORD's representatives have the authority to make any oral promises, representations or agreements. This LEASE is the entire agreement between LANDLORD and TENANT. LANDLORD's representatives have no authority to waive, amend, or terminate this LEASE or any part of it, unless in writing and signed by LANDLORD, and no authority to make promises, representations or agreements that impose security duties or other obligations on LANDLORD or LANDLORD'S representatives shall be binding on LANDLORD unless in writing and signed by LANDLORD.

**50. ATTORNMENT.**

TENANT hereby agrees that TENANT will recognize as its LANDLORD under this LEASE CORE CAMPUS COMMUNITIES TUCSON 1, LLC and shall attorn to any person succeeding to the interest of LANDLORD in respect of the land and the buildings on or in which this UNIT is contained upon any foreclosure of any mortgage upon such land or buildings or upon the execution of any deed in lieu of such foreclosure in respect of such mortgage.

**51. ADDITIONAL TERMS.**

See attached addendum(s) for any additional terms, which are part of this LEASE.

**52. SIGNATURES AND ACCEPTANCE OF CONTRACT.**

This LEASE and any addenda may be signed in counterpart signatures. The lease application is considered a part of the LEASE. If there are any conflicts between this LEASE and the application then this LEASE shall control.

LANDLORD and TENANT agree to the terms and conditions in this LEASE.

TENANT acknowledges and agrees that TENANT has carefully read and understands this LEASE and that TENANT acknowledges that this LEASE constitutes a binding and enforceable contract between LANDLORD and TENANT.

This entire LEASE is 17 pages in length and includes:

- 1) Residential Agreement (Pages 1-8)
- 2) Rules and Regulations (Pages 9-14)
- 3) Security Acknowledgement and Guidelines (Page 15)
- 4) Drug-Free Crime-Free Lease Addendum (Page 16-17)

**TENANT:**

\_\_\_\_\_  
TENANT Signature Date

**LANDLORD:**  
CORE CAMPUS COMMUNITIES TUCSON 1, LLC

\_\_\_\_\_  
OWNER'S REPRESENTATIVE Date

## HUB AT TUCSON – RULES AND REGULATIONS ADDENDUM

The following RULES AND REGULATIONS are a binding part of TENANT'S LEASE. LANDLORD provides these RULES AND REGULATIONS for TENANT'S benefit and the benefit of the other tenants. Please understand that any violation of one of these RULES AND REGULATIONS by TENANT or TENANT'S guest constitutes a violation of this LEASE and LANDLORD may proceed with an eviction action or other legal proceedings provided for under this LEASE and provided by law. Defined terms used herein, which are not otherwise defined herein, shall have the meanings ascribed to them in this LEASE.

**TENANT Accountability:** The PROPERTY operates in a fun, yet adult atmosphere where most tenants will never find themselves involved with a disciplinary action. The majority of those who do require disciplinary attention will simply need a verbal warning. For those persons whose behavior is such that it requires further attention, any or all of the following may occur: A private meeting with the Property Manager, a written warning (with copies placed in file and sent to guarantors), restriction from areas or events, relocation within the community, fines, eviction or criminal and/or civil prosecution.

**Violations** of these RULES AND REGULATIONS will result in tenant fines as follows:

FIRST:	A written warning in the form of a first breach of rental agreement will be issued to the TENANT stating the first breach.
SECOND:	A \$100 charge will be assessed against the TENANT.
THIRD:	A \$250 charge will be assessed against the TENANT.
FOURTH:	Possible Eviction

Fines are never split amongst all TENANTS but may be assessed individually in their full amount to each TENANT of a UNIT in instances where more than one TENANT has been involved in a RULES AND REGULATIONS violation. The fines above may be increased at Manager's discretion and manager may elect to EVICT TENANT for ANY SINGLE VIOLATION OF THE RULES AND REGULATION should manager reasonably believe the infraction was severe enough to warrant such action. ALL VIOLATIONS REGARDING THE THROWING OF ITEMS OFF BALCONIES OR FROM WINDOWS, THE TAMPERING OF LIFE SAFETY EQUIPMENT, or FIGHTING CARRY AN IMMEDIATE \$1,000 FINE AND POSSIBLE EVICTION. Fines will double and/or result in eviction in the event the TENANT is found to have lied to or deceived the LANDLORD when discussing the details of a lease violation.

### SECURITY CAMERAS

The common areas or certain parts of the common areas of the PROPERTY may be monitored by either recorded or live surveillance devices. Any person or persons engaging in illegal activities, damaging actions, and/or vandalism may be subject to prosecution under Arizona statutes and legal action by LANDLORD. No cameras exist in any restroom or tanning bed room. These common areas are the only areas, besides the UNIT, on the PROPERTY where there is a reasonable expectation of privacy.

### WINDOWS, DOORS & WINDOW COVERINGS

Windows and doors shall not be obstructed, and use of foil or other similar materials over windows is prohibited. If LANDLORD provides blinds on windows, TENANT may not remove such blinds. If TENANT installs draperies over the blinds, any damage will be repaired by TENANT or at TENANT'S expense. No article, sign, poster, decoration or thing may be hung or placed on the outside of a UNIT, or displayed on the inside of UNIT so as to be visible from the outside of UNIT. Screens, if provided, must remain permanently in place at all times and should never be removed. Nothing shall be thrown out of the windows.

Damage to property, including but not limited to paint, plaster, walls, appliances, doors, cabinets, carpet, floors or furniture, or damage to any part of the UNIT caused by leaving windows or doors open during inclement weather will be the responsibility of TENANT.

### BALCONIES AND PATIOS

Balcony and patio areas (both front and rear) are to be kept clean and orderly. They are not to be used as storage areas and articles must not be hung over railings. No trash may be kept on balconies or patios at any time. Kegs are prohibited on the PROPERTY and within the UNIT, they are not to be permitted on balconies or patios. Additional lights are not permitted on the balconies or patios. Only bona fide patio furniture may be kept on balconies or patios. Only 1/3 of balcony space may be covered by patio furniture. TENANT hereby acknowledges that all gas and charcoal barbecue grills, patio torches, fire pits and chimineas are strictly prohibited on balconies and patios. It is agreed that LANDLORD shall have the right to remove barbecue grills and any other of TENANT'S personal items or to remove and dispose of rubbish left on any outdoor porch or in the yard at TENANT'S sole expense. There will be a \$100.00 fine for each bag of trash for small debris removed from the balcony and \$100 per large item that requires removal from the balcony. The TENANT further agrees that they will be responsible for any property damage or bodily injury liabilities and responsibilities arising from any violation of this rule. **LANDLORD reserves the right to remove and discard any items stored in the balcony or patio area that is not permitted. Balcony fines will be assessed to the entire UNIT unless it can be proven that the belongings in violation are the sole responsibility of one or a fraction of the TENANTS occupying said UNIT.**

Throwing objects from balconies, windows, sliding glass window/wall or any other area of the building are strictly prohibited. TENANT understands that in the event that ANY items are thrown from UNIT balcony or windows, TENANT will be subject to an immediate \$1,000 fine and potential eviction and shall be subject to criminal prosecution. Items which may fall from the balcony are not allowed on the balcony and therefore any object which falls from a balcony will be treated the same as any that were thrown. Any investigation of alleged incidents will be reported to University of Arizona. In the event of abuse of the balcony or violation of this rule, LANDLORD reserves the right to secure the balcony door so that TENANT may not access the balcony.

### NO SOLICITATION OR DISTRIBUTION OF MATERIALS

TENANT(S) may not distribute, post or hang any signs or notices in any portion of the PROPERTY, without written approval from LANDLORD.

Solicitation shall not be permitted at the PROPERTY, either by TENANT or others.

### SUBLETS AND ASSIGNMENTS

TENANT agrees that UNIT, or any part of UNIT, shall not be assigned, sub-let, or permitted to be used for any purposes not expressly permitted herein, without the advance written consent of LANDLORD. In the event TENANT permits another individual to occupy the leased premises without the written consent of LANDLORD, the unauthorized individual will be required to immediately vacate the UNIT, the locks will be changed, the key fobs will be deactivated, and the TENANT will be subject to a \$1,000 fine, in addition to the lock rotation charge.

### LOCKS AND KEYS

Locks may not be changed or added by TENANT without prior written permission of LANDLORD. Locks must be left in place upon vacating the UNIT. LANDLORD must have keys to all changed locks. All keys and, if applicable, gate cards, fobs and remotes must be returned to LANDLORD upon termination of occupancy, or LANDLORD may charge actual replacement costs plus a 15% administrative fee.

If TENANT finds it necessary to have authorized personnel unlock UNIT or Bedroom, a \$50.00 fee will apply, payable at the time service is rendered. LANDLORD will furnish TENANT with one key to the main entry door, one key to the Bedroom (if applicable), and one key to the mailbox. TENANT will be charged \$50.00 per lost key (entry door, bedroom door, mailbox) and \$50.00 per gate remote or key fob not returned, or for those requiring replacement during the TERM of TENANT'S occupancy. Each TENANT may only possess one main entry door key; therefore, if the main entry door key is lost and TENANT requires a replacement, locks will be changed and TENANT will be charged \$75.00 for the lock rotation. TENANT agrees that such keys are provided solely for TENANT'S own use; duplicates will not be made of such nor will keys be loaned to any person. LANDLORD reserves the right to suspend this service at any time.

### TRASH AND TRASH CHUTE

TENANT must dispose of all trash in the proper bins in various collection areas on the PROPERTY. If property is equipped with a Trash Chute or Dumpster available to TENANT, then TENANT must use the Trash Chute or Dumpster to dispose of all waste. **TENANT may NOT leave trash around the outside of TENANT'S UNIT or on the PROPERTY for ANY LENGTH OF TIME.** LANDLORD will impose a fine of \$100 per bag or item for violation of this policy as

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well as for any littering by TENANT or TENANT'S guests. TENANT agrees to bag all trash entering the garbage chute in accordance with applicable garbage and recycling principles followed in the building. Any combustible, smoldering, or explosive material is strictly prohibited from entering the trash chute. TENANT agrees not to dispose of large items or dispose of loose cardboard boxes in the chute. TENANT shall be liable for any damages caused by violation of this rule.

#### **NO SMOKING**

Smoking is strictly prohibited on the premises including in the UNIT, all amenity areas, and common areas (including the amenity and pool deck). Any TENANT found in violation of this policy will be immediately fined by management and risks fines imposed by city ordinances. Violations of this policy will result in fines as follows:

- First: A \$250 charge will be assessed against the TENANT
- Second: A \$500 charge will be assessed against the TENANT
- Third: Eviction

#### **UTILITIES**

TENANT must keep all utilities to the UNIT active; TENANT cannot turn off TENANT'S utilities if TENANT leaves, even for vacation. Unless LANDLORD instructs TENANT otherwise, TENANT must, for 24-hours a day during freezing weather, (a) keep UNIT heated to at least 50 degrees F., (b) keep cabinet and closet doors open; and (c) drip hot and cold water faucets. For any day with weather exceeding 100 degrees, TENANT must keep UNIT cooled to a temperature no higher than 85 degrees. TENANT is liable for damage to both LANDLORD'S and TENANT'S property and the property of others if the damage is the result of the utilities being turned off or because of broken water pipes due to TENANT'S violation of these requirements. All light bulbs must be operational at the time TENANT vacates the UNIT. Colored bulbs are not allowed in any exterior light fixtures.

#### **PETS**

Pets are not allowed in UNIT in any instance besides the use of a service animal. In the case that TENANT utilizes a service animal, management should be made aware of the specifications of the animal.

#### **STAFF COMPLIANCE**

TENANTS are required to comply with directives from staff, security personnel, and police and/or fire personnel at all times. Failure to comply with staff, security personnel, police and/or fire personnel will be considered a material breach of the lease and in addition to any other remedy allowed in this LEASE or by law, shall subject TENANT to an immediate fine of up to \$1,000 and/or eviction.

#### **ALCOHOL, DRUGS, STOLEN PROPERTY**

The decision to drink alcohol, and how much to drink is a personal one. Alcohol related conduct, which infringes on the rights of others to a quiet, orderly living environment is not acceptable under any circumstances

Consumption of alcohol must be in compliance with all federal, state, and local laws. No alcohol containers, which are larger than one gallon, are permitted on the PROPERTY. Kegs are prohibited on the PROPERTY and within the UNIT and on balconies. **Glass containers of any type or any other container containing alcohol are not permitted in common areas of the PROPERTY. Open containers of any kind containing liquid are not permitted in the hallways, lobby, or parking garage.**

LANDLORD or its agents may make periodic inspections of TENANT'S UNIT in order to ascertain any physical problems and also to ensure that LANDLORD'S property is being cared for properly. If during the course of an inspection, stolen property (I.E., unauthorized property, highway signs, etc.) or contraband is found, it will be removed by personnel immediately and TENANTS of UNIT may be subject to civil action.

It is illegal to use or possess illegal drugs or other controlled substances in both public and private spaces. TENANT(S) using, possessing or selling illegal drugs will be subject to disciplinary and/or criminal action, fines and possible eviction per these RULES AND REGULATIONS. No warning notice will be given and fines and/or eviction may be assessed at the LANDLORD'S discretion.

TENANT, on behalf of TENANT and TENANT'S guests and invitees, agrees to use and occupy the UNIT in strict accordance with all applicable laws, regulations and ordinances, including without limitation those of the State of Arizona, the City of Tucson, and University of Arizona, including the Student Code of Conduct. This shall specifically apply, without limitation, to all laws, regulations and ordinances relating to the possession and consumption of alcohol and drugs. A breach of this paragraph shall be a material breach of this lease. Failure to comply with the provisions of this paragraph shall be deemed a material breach of this LEASE, and in addition to any other remedy allowed in LEASE or at law, shall subject the TENANT to an immediate fine at minimum \$150.00 and/or eviction. The Property Manager has full discretion regarding disciplinary action depending on the severity of the incident.

#### **PLUMBING AND GARBAGE DISPOSAL**

Lavatories, sinks, toilets, and all water and plumbing apparatus shall be used only for the purpose for which they are constructed. Sweepings, rubbish, rag, or other foreign substances shall not be thrown in such plumbing apparatus. The cost of repairs/replacement resulting from any damage to such apparatus and the cost of cleaning or repairing plumbing resulting from misuse shall be borne by TENANT.

TENANT agrees to not place hard objects, such as bottle caps, tab tops, pits of fruit, etc. in the garbage disposal in order to avoid a jam. Fibrous materials such as cigarettes, paper, banana skins, etc. will plug the disposal. In the event LANDLORD is called to fix a disposal and such materials are found therein, LANDLORD reserves the right to charge TENANT for the expense occurred.

#### **FURNITURE**

If UNIT is furnished by LANDLORD, TENANT may not remove any furniture, equipment or appliances from UNIT.

#### **CONDITION OF THE UNIT AND ALTERATIONS**

TENANT accepts UNIT, fixtures, and furniture as is. LANDLORD disclaims all express and implied warranties. TENANT will be given a Move-In Condition Form at the time of move-in. Within 48 hours after move-in, TENANT must sign and note on the form all defects or damage and return it to LANDLORD. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

When TENANT moves in, LANDLORD will supply light bulbs for fixtures LANDLORD furnishes, including exterior fixtures operated from inside UNIT; after 30 days, TENANT will replace them at TENANT'S expense with bulbs of the same type and wattage. All light bulbs must be operational at the time TENANT vacates the UNIT. Colored bulbs are not allowed in any exterior light fixtures. **FOR LIGHT FIXTURES WITH HALOGEN BULBS, TENANT MUST HAVE LANDLORD CHANGE BULB. BULB MAY BE PURCHASED BY TENANT AND LANDLORD WILL NOT CHARGE LABOR COSTS TO INSTALL THE BULB.**

TENANT must use customary diligence in maintaining UNIT and not damaging or littering the common areas. Unless authorized by statute or by us in writing TENANT must not conduct any repairs, paint, install wallpaper, install carpeting, perform electrical changes, or otherwise alter LANDLORD'S property. No holes or stickers are allowed inside or outside UNIT. No water furniture, refrigeration, washing machines, extra phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless allowed by statute or LANDLORD has consented in writing. TENANT agrees not to alter, damage, or remove LANDLORD'S property, including alarm systems, detection devices, furniture, telephone and cable TV wiring, screens, locks, and security devices.

No painting is allowed in UNIT. TENANT should not cover more than 25% of each wall with papers, posters, fabric, etc. In addition, no holes of any kind are permitted on any room or interior door. All window coverings must be approved by LANDLORD. LANDLORD may enter UNIT to remove, without notice, any unapproved window coverings. Any and all repairs needed within TENANT'S room and UNIT and other areas must be performed only by authorized maintenance personnel. TENANT(S) will be charged for the repair of any damage for which TENANT or TENANT'S guests are responsible.

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TENANT may not install any wiring within UNIT. Absolutely no holes may be drilled within UNIT by TENANT - including without limitation outside or inside walls, roof, windows, or balcony railings. TENANT may not store anything in closets where gas appliances, or heating and cooling equipment is installed.

Welcome mats, rugs or carpet remnants are not permitted in hallways.

TENANT'S improvements to UNIT (whether or not LANDLORD consents) become LANDLORD'S unless LANDLORD agrees otherwise in writing. LANDLORD shall have the right to immediately dispose of all TENANT'S belongings that remain in the UNIT after the termination of the lease term. The LANDLORD shall have no obligation to notify the TENANT regarding the disposal of personal belongings left in the UNIT after the lease termination.

**TENANT is responsible for carpet cleaning at the end of the LEASE. Carpets must be cleaned by a professional cleaning company and a receipt must be delivered to LANDLORD on or prior to move-out.**

A fifteen percent (15%) administrative charge will be added to all damage/cleaning/painting charges to the UNIT. Charges for damages may occur at any time during the LEASE TERM.

#### **MAIL**

The mailbox is to be used jointly by all the tenants assigned to TENANT'S UNIT. Packages may be received at the office. However, **LANDLORD takes no responsibility for lost, damaged or stolen property left with the office.** If TENANT decides to have packages dropped at the office, TENANT is doing so at TENANT'S own risk. LANDLORD encourages all tenants to obtain the appropriate insurance when having packages delivered. Packages which are not claimed within 30 days will not be held. LANDLORD reserves the right, at any time, to discontinue its acceptance of packages and reserves the right, on a case by case basis, to refuse to accept certain packages if LANDLORD is not comfortable accepting a particular package.

#### **GUESTS / DELIVERIES**

TENANT'S guests must abide by these RULES AND REGULATIONS. As host, TENANT is held accountable and is responsible for the conduct of TENANT'S guests at all times. LANDLORD reserves the right to exclude guests or others who, in LANDLORD'S sole judgment, have been violating the law, violating the LEASE or any rules or policies of the PROPERTY, or disturbing other tenants, neighbors, visitors or LANDLORD'S representatives. LANDLORD may also exclude from any patio/balcony or anywhere on the PROPERTY a person who refuses to or cannot identify himself or herself as TENANT or TENANT'S guest.

LANDLORD reserves the right to deny any guest access to the PROPERTY for any reason including non-payment of rent by TENANT.

TENANT must notify LANDLORD in writing of any expected guest(s), delivery service, maid service, etc. No key will be given to any guest, delivery service, maid service, and etc. without prior written permission from TENANT.

LANDLORD acknowledges the right of TENANT to entertain guests, but requires that no more than ten (10) persons are allowed in UNIT at one time and that order and tranquility prevail at all times. Any guest staying overnight for more than 2 consecutive 24-hour periods must receive written approval from LANDLORD. TENANT will be charged \$250 per night and will be subject to disciplinary/legal action, up to and including eviction for all violations of this rule. TENANT will also be responsible to pay all fines as a result of guest behavior that violates rules, regulations, and policies of this LEASE.

Guests become the responsibility of TENANT once they enter the building.

TENANT will be responsible for the cost of repairs for any and all damages caused by an excess number of people within the UNIT. TENANT is responsible for the actions of TENANT'S guests at all times while guests are on the PROPERTY or in any UNIT. LANDLORD may exclude guests or others who, in LANDLORD'S judgment, have been violating the law, violating this LEASE or any property rules, or disturbing other tenants, neighbors, visitors, or LANDLORD'S representatives. LANDLORD may also exclude from any patio/balcony or anywhere on the PROPERTY a person who refuses to or cannot identify himself or herself as TENANT or TENANT'S guest. TENANT'S failure to comply with LANDLORD'S request of exclusion of a guest will result in eviction of TENANT. **ALL TENANTS AND TENANT'S GUESTS OF HUB AT TUCSON MUST CARRY A GOVERNMENT ISSUED PHOTO IDENTIFICATION CARD AT ALL TIMES.**

#### **NOISE**

TENANT, members of TENANT'S family, and guests shall at all times maintain order in UNIT and at all places on the PROPERTY, and shall not make or permit any loud, improper, objectionable, disturbing or boisterous conduct or noise or otherwise disturb the comfort or interrupt the sleep of other tenants.

Musical instruments, radios, stereos, television sets, amplifiers and other instruments or devices may not be used in such a manner as may constitute a nuisance or disturb other tenants. LANDLORD reserves the right at any time to fine TENANT, contact guarantors, or declare TENANT in violation of the LEASE due to excessive noise and disturbances. LANDLORD and/or its agents on duty are the sole judge(s) of excessive volume levels, and reserve the right to enforce these rules.

Any general noise disturbances, i.e. noise from music, parties, machinery, etc., should be reported to LANDLORD or LANDLORD'S representative immediately. TENANT waives all rights to privacy when noise coming from UNIT is so loud that TENANT is unable to hear LANDLORD knock. LANDLORD may enter unit to lower or eliminate noise levels.

*TENANT will be found in violation of this LEASE and will be subject to fines and other disciplinary action if LANDLORD receives notice from the Police Department that noise levels were excessive.*

If TENANT does not answer the door for police, security, and/or Hub at Tucson staff, TENANT will be subject to an immediate fine of \$250 and will be considered in default of the LEASE.

#### **COMMON AREAS**

TENANT recognizes that the common area facilities which may include such items as a Fitness Center, Sauna, Volleyball Court, BBQ Area, Swimming Pool, Parking Garage, Commercial Spaces, Television Room, Hot Tubs, Theater Room, Game Room, Study Lounge, Business Center or other similar facilities (hereinafter said Common Area Facilities are collectively referred to as "FACILITIES") have been made available by LANDLORD to TENANT.

**Policies for FACILITIES are posted in a conspicuous location and MUST be observed at all times. Anyone who violates these policies risks losing the privilege of using these FACILITIES and/or eviction.**

Only TENANT and invited guests accompanied by TENANT may use the FACILITIES provided by LANDLORD. FACILITIES may be used by such persons only in strict compliance with posted FACILITY policies and procedures. From time to time supplemental rules and regulations may be adopted by LANDLORD with respect to each FACILITY and will either be posted in appropriate areas or furnished in writing to tenants.

Neither TENANT nor TENANT'S guests may use the FACILITIES, parking lots or grounds in such a manner that interferes with the enjoyment of other tenants.

The driveways, sidewalks, courts, entry passages, stairs and halls shall not be obstructed or used for any purpose other than ingress and egress. Bicycles and other like vehicles shall not be allowed to obstruct the driveways, sidewalks, courts, entry passages, stairs or halls.

Use of common areas within the PROPERTY shall be governed by these RULES AND REGULATIONS and any Policies posted in the FACILITIES and shall be used at the risk of TENANT and TENANT'S family and guests. No guest shall be permitted within the FACILITIES unless TENANT is also present. **TENANT indemnifies LANDLORD and holds LANDLORD harmless against all claims for personal injury sustained by TENANT and TENANT'S family and/or guests in their use and enjoyment of the FACILITIES.** Glass containers pose a serious risk of injury and are prohibited anywhere in the

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Common Areas on the PROPERTY.

In order to use FACILITIES, TENANT agrees that:

- a. TENANT shall not permit any guests to use FACILITIES without TENANT present;
- b. TENANT shall use FACILITIES in a prudent manner, consistent with the customary use of the FACILITIES;
- c. TENANT shall not use FACILITIES in a manner which is offensive or dangerous to TENANT or any users of FACILITIES;
- d. TENANT will follow policies as established by LANDLORD in connection with the operation of FACILITIES;
- e. LANDLORD shall have the right to discontinue providing any or all FACILITIES at any time and for any reason;
- f. LANDLORD does not provide attendants or supervision of any kind for FACILITIES;
- g. LANDLORD has made no representation (i) that LANDLORD'S representatives have any expertise in the operation of FACILITIES, (ii) that FACILITIES are fit for any particular purpose or (iii) as to the physical condition and operation of FACILITIES; and
- h. USE OF FACILITIES BY TENANT SHALL BE WHOLLY AT TENANT'S OWN RISK.

LANDLORD reserves the right to prohibit use of FACILITIES to any individual that LANDLORD, in its sole judgment, believes has failed to comply with any of the provisions of this Section.

Unauthorized PETS are not allowed within the FACILITIES or UNIT at any time for any reason. A \$500 fine will be assessed to TENANT for any violation of this policy by TENANT or TENANT'S guest.

In connection with TENANT'S use of FACILITIES, TENANT is responsible for payment for damages or costs to LANDLORD from any claim based upon the acts of TENANT or OCCUPANT or TENANT'S guests (which are prohibited from using FACILITIES); and

TENANT may not access any property facilities, common areas, or commercial spaces during unauthorized hours or times.

#### OUTDOOR DECK USE

TENANTS and TENANT'S GUESTS are required to wear LANDLORD-issued wristbands on the outdoor deck at all times. TENANTS will be provided with a wristband at the time of move-in and guest wristbands can be obtained during normal business hours from the front desk. Individuals without a wristband will be required to leave the outdoor deck and will be subject to disciplinary action in accordance with paragraph 3 of the rules and regulations.

Smoking and glass are strictly prohibited on the outdoor deck. Individuals caught smoking or possessing glass will be subject to an immediate \$500 fine and will be required to leave the outdoor deck. Repeat violations will result in additional fines, revocation of amenity privileges, and/or eviction.

All food or beverage containers must be stored in a cooler at all times on the outdoor deck. No glass is allowed on the deck. Beverage containers in excess of 24oz are not allowed on the deck. If asked by Landlord, Tenant will remove all food and beverage from the deck for any reason. Styrofoam cups and plates are prohibited on the outdoor deck at all times.

#### HAZARDOUS MATERIALS

TENANT will not store or bring any hazardous materials on the PROPERTY or use the PROPERTY for any hazardous purposes.

#### FIRE SAFETY

Immediately call 911 in the event of a fire emergency.

LANDLORD shall furnish smoke detectors in good working order, when TENANT first takes possession. TENANT must immediately report smoke detector malfunctions to LANDLORD. The intentional sounding of any smoke alarm is prohibited. Neither TENANT nor others may disable smoke detectors. If TENANT disconnects or intentionally damages the smoke detector or does not replace batteries as needed, TENANT may be liable to LANDLORD for necessary damages as stated in Arizona statutes. If TENANT disables or damages the smoke detector or fails to report malfunctions to LANDLORD, TENANT will be liable to LANDLORD and others for any loss, damage, or fines from fire, smoke, or water. TENANT is responsible for the cost of battery replacement for the smoke detectors.

TENANT agrees:

- a. to notify LANDLORD immediately in writing if TENANT perceives there to be any problem, defect, malfunction or failure with the smoke detectors in UNIT;
- b. not to remove, modify, damage or service the smoke detector(s) other than replacing batteries when needed.
- c. that LANDLORD is not the operator, manufacturer, distributor, retailer or supplier of the smoke detector(s);
- d. that TENANT assumes full and complete responsibility for all risk and hazards attributable to, connected with or in anyway related to the operation, malfunction or failure of the smoke detector(s). This responsibility will exist even if such malfunction or failure is attributable to, connected with, or in any way related to the use, operation, manufacture, distribution, repair, servicing or installation of the smoke detector(s); and
- e. that LANDLORD is not responsible for false alarms or malfunctions of the smoke detector(s) or any resulting inconvenience, expense, or consequences.

If TENANT'S UNIT contains an overhead sprinkler system, TENANT must take care not to unintentionally trigger the overhead sprinkler system in TENANT'S UNIT. TENANT may NOT hang items from the overhead sprinklers. A simple depression of the sprinkler head will result in a total draining of water from the system. LANDLORD will not be responsible for any damage that occurs as a result of such situations.

Space heaters and other similar appliances are prohibited. Appliances or items that use excessive amounts of electricity and/or create excessive heat are prohibited.

Candles or any other burning devices (including incense, sterno, kerosene, or oil lamps) are not permitted within UNIT or any area of the PROPERTY. Neither LANDLORD nor Management Company will be responsible for any damage resulting from the use of such items.

#### VEHICLES/PARKING

TENANTS and/or guests are not permitted to park in garaged parking spaces unless assigned by LANDLORD.

Improperly parked vehicles will be towed at the vehicle owner's expense and sole risk.

If LANDLORD provides TENANT with a vehicle identification sticker (decal), it must be displayed in the front windshield (above the registration and inspection stickers) of TENANT'S vehicle at all times (if applicable). TENANT must return TENANT'S vehicle identification sticker when TENANT moves out.

TENANT may not repair any gasoline or gas-fueled vehicle, motorcycle, boat, moped, or other similar vehicle in any area of the PROPERTY.

Vehicles in use on the PROPERTY may not exceed a speed of 10 miles per hour.

If LANDLORD designates certain parking areas within the PROPERTY as TENANT Only Parking or Guest Only Parking, TENANT acknowledges that TENANT and/or TENANT'S Guests who violate these designations may be towed at the expense and sole risk of the vehicle owner.

The washing of cars or other vehicles on the PROPERTY is prohibited. If there is a designated car wash area, TENANT may wash TENANT'S vehicle in this area only. The repairing or performing of other mechanical or maintenance work on TENANT'S vehicle within the PROPERTY is prohibited at all times.

Trailers, campers, mobile homes, recreational vehicles, commercial vehicles (commercial trucks or equipment or vehicles that carry or are mounted with equipment used in a profession or employment, including taxis), trucks (other than a standard size or smaller pick-up truck or van), inoperable vehicles of any kind, boats, or similar equipment or vehicles, cannot remain in any area of the PROPERTY except for the temporary purpose of loading or unloading of

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passengers or personal property unless TENANT has a written agreement with LANDLORD. Vehicles parked in violation of this provision are subject to towing at the vehicle owner's expense.

Prohibited vehicles include: those having a flat tire or other condition rendering it inoperable; those having an expired license or inspection sticker; those taking up more than one parking space; those belonging to a person who does not have a current parking contract or former tenant who has been evicted; those parked in a designated handicap space without the required handicap insignia; those blocking another vehicle from exiting or entering; those parked in a fire lane or designated "no parking" area; or those parked in a space designated to or assigned to other tenant(s).

TENANT(S) should call the designated towing company or management office to report a parking violation. The management office may notify the towing company, who will tow the vehicle, if any of the following situations exist:

- a. The unauthorized vehicle is parked in such a manner as to obstruct a fire lane;
- b. The unauthorized vehicle is obstructing an entrance, exit, space or aisle of the parking facility;
- c. The unauthorized vehicle is parked in a space that has been reserved by another vehicle owner; or
- d. The unauthorized vehicle is parked in any space for which they do not have the required permit or authorization.

TENANT must park inside designated gate(s).

#### PROPERTY GATES

TENANT agrees as follows:

- a. LANDLORD has furnished gate(s) on the PROPERTY for the sole purpose of restricting access to the PROPERTY, not for TENANT'S safety.
- b. The installation or use of the gate(s) shall not in any way prevent LANDLORD at any time, from permanently removing the gate(s) and removal thereof shall not be a breach of any expressed or implied warranty, covenant, or obligation under the LEASE; and
- c. TENANT understands how to use the gate(s) and shall not act in any way to impair the use or function of the gate(s).
- d. TENANT shall comply with the approved guidelines of the gate(s) in that one vehicle at a time is permitted through the gate(s). Following another vehicle too closely through the gate could result in damage to TENANT'S vehicle and is not allowed.
- e. Entering through an exit gate is prohibited and could cause severe tire damage.

#### EXPRESS WAIVER OF WARRANTY:

- a. TENANT is advised that the gate(s) are mechanical devices and can be rendered inoperative at any time. LANDLORD shall not be liable for a temporary failure of the gate(s).
- b. TENANT agrees that LANDLORD'S installation or use of the gate(s) does not constitute a voluntary understanding or agreement by LANDLORD to provide security to TENANT, TENANT'S family, guests, or other occupants of UNIT.
- c. LANDLORD is not and shall not become liable to TENANT, TENANT'S family, guests or other occupants for any injury, damage or loss whatsoever which is caused as a result of any problem, defect, malfunction or failure of the performance of the gate(s). TENANT further agrees that LANDLORD is not liable for injury, damage, or loss of any person or property caused by any other person, including, but not limited to, theft, burglary, trespass, assault, vandalism or any other crime. Neither LANDLORD nor LANDLORD'S agents, contractors, employees, or representatives shall be liable in any way for any disruption in the operation of the gate(s) and TENANT agrees on behalf of themselves, TENANT'S family, guests and the other occupants, that TENANT shall never make demand upon, look to, institute, or prosecute suit against LANDLORD, or any of LANDLORD'S agents, contractors, employees or representatives, that are incidental to the installation, operation, repair or replacement or use of the gate(s). This is an express covenant not to sue and TENANT releases LANDLORD, LANDLORD'S agents, contractors, employees, and representatives, their heirs, and successors from any and all liability connected with the gate(s).
- d. TENANT'S safety is the responsibility of the local law enforcement agency. In the event that TENANT is in need of police protection of any kind TENANT will contact the local law enforcement agency. TENANT acknowledges and agrees not to contact LANDLORD for TENANT'S security needs as this could only delay the response time of the local law enforcement agency.

#### WEAPONS

Possession of any weapon or ammunition is prohibited unless authorized by the law. This includes but is not limited to guns, swords and knives with the blade over five and a half inches. Possession of facsimile weapons is also prohibited. This includes but is not limited to pellet guns, air soft pistols and B.B. guns. Serious injury has occurred in situations where facsimile weapons have been mistaken for actual weapons.

#### HARASSMENT

Harassment involves behavior towards another person that is unwanted. This can include, but is not limited to, unwanted comments, unwanted touching, derogatory language or bullying. Any of these behaviors will lead to disciplinary action.

#### PHOTOGRAPHS

TENANT hereby gives LANDLORD permission to take photographs during LANDLORD hosted functions or activities which may then be used for the community newsletter, bulletin board, website, or other publications for marketing purposes.

#### VANDALISM

Vandalism of UNIT and/or PROPERTY (with reference to both the room, unit, and all common areas) will not be tolerated and will result in an immediate minimum fine of \$100 in addition to the costs of repair to the vandalized property being passed on to TENANT.

#### USE OF UNIT

TENANT shall use UNIT for residential purposes only. TENANT shall not use UNIT or any part of the PROPERTY for any commercial business or purpose. TENANT shall use and occupy UNIT and PROPERTY in compliance with all applicable local, state, and federal laws and any rules and regulations of any governmental board having jurisdiction.

#### SERVICE REQUESTS

LANDLORD offers 24-hour response to emergency service requests. The following issues will be considered maintenance emergencies: broken water lines, no heat when the outside temperature is below 55 degrees F, no a/c when the outside temperature is above 85 degrees F, no electricity (TENANT(S) will be charged if LANDLORD responds and finds that the electric service was disconnected by the utility company for non-payment), refrigerator/freezer not cooling, and no hot water. For after-hours emergencies, call our 24-hour on-call phone line and explain the situation. The attendant will be instructed to contact the proper service personnel. For non-emergency service requests, please call during regular management office hours. **TENANT must first Call 911 in case of fire and other life-threatening situations.**

#### MODIFICATION OF RULES AND REGULATIONS

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TENANT and TENANT'S guests will be required to comply with all of the requirements set forth in these RULES AND REGULATIONS. LANDLORD has the right to change these RULES AND REGULATIONS from time to time, as LANDLORD deems necessary. Any changes to these RULES AND REGULATIONS will be effective and will become part of the LEASE once they have been delivered to TENANT or posted in a public area of the PROPERTY used for such purposes. TENANT is responsible for TENANT'S guest's compliance with all of these RULES AND REGULATIONS. Neither Management nor LANDLORD will be responsible to TENANT if LANDLORD fails to cause compliance by any person with these RULES AND REGULATIONS.

**TENANT:**

\_\_\_\_\_  
TENANT Signature

\_\_\_\_\_  
Date

**LEASE ADDENDUM  
FOR  
A DRUG-FREE CRIME-FREE HOUSING**

In consideration of the execution or renewal of a LEASE of the UNIT identified in the LEASE, LANDLORD and TENANT agree as follows:

1. TENANT, any member of the TENANT's household or a guest or other person under the TENANT's control shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 or the Controlled Substance Act [21 U.S.C. 802]).
2. TENANT, any member of the TENANT's household, or a guest or other person under the TENANT's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the PROPERTY.
3. TENANT or members of the TENANT's household will not permit the UNIT to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or guest.
4. TENANT or members of the TENANT's household or guest, or another person under the TENANT's control shall not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near the UNIT, PROPERTY, or otherwise.
5. TENANT, any member of the TENANT's household, or a guest or another person under the TENANT's control shall not engage in any illegal activity, criminal street gang activity, threatening or intimidating, assault, including but not limited to the unlawful discharge of firearms, on or near the UNIT, or any breach of the LEASE that otherwise jeopardizes the health, safety, and welfare of the landlord, his agent, or other TENANT or involving imminent serious property damage.
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.** A single violation of any provisions of the addendum shall be deemed a serious violation, and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for **immediate termination of the LEASE.** Unless otherwise prohibited by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the LEASE, the provisions of the addendum shall govern.
8. This **LEASE ADDENDUM** is incorporated into the LEASE executed or renewed this day between LANDLORD and TENANT.

\_\_\_\_\_  
TENANT Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
OWNER'S REPRESENTATIVE

Date: \_\_\_\_\_

## HOW TO REPORT SUSPICIOUS OR CRIMINAL ACTIVITY

Use "911" only for medical emergencies, fires, reporting crimes in progress or that have just occurred. For non-emergency situations or relaying criminal information, call police department at 662-234-8789 or 662-234-6421. The Call-Taker will record the information and do one of the following.

1. Dispatch a Beat Officer to your location.
2. Connect you with an Officer working the front desk.
3. Arrange to have an Officer call you back.
4. Send your information to the appropriate Division for further follow-up.

While you may provide information anonymously, it is more helpful if the Call-Taker has your name and phone number for re-contact. Further questions may arise during a follow-up investigation, and a successful outcome may hinge on whether you can be contacted to answer them. In any event, when calling provide as much information and as many details as you can.

Describe the activity and its location.

- ✓ Provide names ("street names," nicknames, aliases) of persons involved
- ✓ Describe the persons involved one at a time, including:
  - Sex            -Height            -Hair color
  - Race           -Weight           -Eye color
  - Age
- ✓ Any distinguishing features: unusually hairstyles, tattoos, etc.
- ✓ Give addresses and apartment numbers of the people involved.
- ✓ Describe the residence/business (actual address if known), which side of the street, which corner, color of building, distinguishing features, etc.

### CRIME FREE MULTI-HOUSING PROGRAM A Practical Guide for TENANTS

Hub at Ole Miss is committed to keeping illegal activity out of the apartment community you reside in. Your LANDLORD has taken positive steps to promote effective management to improve the health of the community and the quality of life for all TENANTS in your PROPERTY. Your LANDLORD has implemented positive changes to develop an environment where the potential crime cannot flourish.

To address the crime problem in rental properties it requires a unique coalition of landlords, TENANTS and the police. The most effective way to deal with any illegal activity on rental property is through a coordinated effort.

The following information is provided to help you protect your PROPERTY, your vehicles and most importantly, your personal safety.

#### Property Crime Prevention

- Always keep your doors locked – even when you are home
- Use your deadbolt lock at all times
- Identify who is knocking or buzzing your residence – ask for identification if you don't know the person-before you open the door
- Use your peep hole or nearby window to view guests prior to opening the front door
- Never leave an extra key outside the door
- Never lend your key to other people
- Report lost or stolen keys to the manager immediately and have the locks changed
- Secure all windows and utilize the secondary lock
- Secure your sliding patio door and utilize the secondary lock
- Close your blinds to deter criminals from scouting out your valuables
- Do not allow newspapers, handbills, etc. to accumulate at the front door

#### Vehicle Theft

- Auto Theft Protection – Starts With You
- Take your keys
- Lock your car
- Park in well-lighted areas
- Don't leave your car running unattended, even for a minute
- Completely close your car windows
- Do not leave valuables in plain view
- Remove your stereo face plate
- Do not hide a spare set of keys in the car – the pros know where to look
- Keep your vehicle registration information with you – not in the glove compartment
- In you have a garage, use it
- Using a visible and audible deterrents – alert thieves that your car is protected
- Use a visual anti-theft device – steering wheel lock
- Audible alarms
- Window Etching – etch vehicle identification number on vehicle windows

#### Bicycle Theft

- Be sure to secure your bicycle inside your apartment
- Do not leave your bicycle on the balcony, even the second level
- If you choose to leave your bicycle on the balcony secure it with a working locking device
- Be sure to write down your serial number in case your bicycle is stolen. Law Enforcement will require this information in reporting the theft.

#### Assault Prevention

- Protecting yourself is a matter of avoiding the situation before it happens
- Keep your doors locked and windows rolled up to prevent anyone from reaching inside your car
- Always lock your doors when you park
- Always be attentive in parking lots as you return to your car
- Get in the habit of locking your doors and windows at all times
- Never remain in the laundry room in an apartment community alone
- Plan your route, especially at night. Follow well-lighted and populated streets



## HOW TO REPORT SUSPICIOUS OR CRIMINAL ACTIVITY

Use "911" only for medical emergencies, fires, reporting crimes in progress or that have just occurred. For non-emergency situations or relaying criminal information, call (480) 966-6211 or (480) 350-8311. The Call-Taker will record the information and do one of the following.

5. Dispatch a Beat Officer to your location.
6. Connect you with an Officer working the front desk.
7. Arrange to have an Officer call you back.
8. Send your information to the appropriate Division for further follow-up.

While you may provide information anonymously, it is more helpful if the Call-Taker has your name and phone number for re-contact. Further questions may arise during a follow-up investigation, and a successful outcome may hinge on whether you can be contacted to answer them. In any event, when calling provide as much information and as many details as you can.

Describe the activity and its location.

- ✓ Provide names ("street names," nicknames, aliases) of persons involved
- ✓ Describe the persons involved one at a time, including:
  - Sex            -Height            -Hair color
  - Race           -Weight           -Eye color
  - Age
- ✓ Any distinguishing features; unusually hairstyles, tattoos, etc.
- ✓ Give addresses and apartment numbers of the people involved.
- ✓ Describe the residence/business (actual address if known), which side of the street, which corner, color of building, distinguishing features, etc.

### DOCUMENTING (KEEPING TRACK OF INCIDENTS)

The Police Department will make every effort to advise you when they have had to respond to your rental property. However, at times another emergency call may require the Officer's presence and they will be unable to contact you or leave a card. Also, in some cases, it would be inappropriate to reveal the details of the incident to you. In the event there is no manager or responsible party available to contact, there **must** be a secured box or drop slot where an Officer could drop off a "Crime Free Multi-Housing Incident Card."

Initials \_\_\_\_\_

**CRIME FREE MULTI-HOUSING PROGRAM**  
**A Practical Guide for TENANTS**

Your LANDLORD is committed to keeping illegal activity out of the apartment community you reside in. Your LANDLORD has taken positive steps to promote effective management to improve the health of the community and the quality of life for all TENANTS in your PROPERTY. Your LANDLORD has implemented positive changes to develop an environment where the potential crime cannot flourish.

To address the crime problem in rental properties it requires a unique coalition of landlords, TENANTS and the police. The most effective way to deal with any illegal activity on rental property is through a coordinated effort. The Crime Free Multi-Housing Program is solution-oriented and is designed to reduce crime on rental properties.

The Tempe Police Department needs you to get involved in protecting your PROPERTY and yourself from theft and assault. The following information is provided to help you protect your PROPERTY, your vehicles and most importantly, your personal safety.

**Property Crime Prevention**

- Always keep your doors locked – even when you are home
- Use your deadbolt lock at all times
- Identify who is knocking or buzzing your residence – ask for identification if you don't know the person-before you open the door
- Use your peep hole or nearby window to view guests prior to opening the front door
- Never leave an extra key outside the door
- Never lend your key to other people
- Report lost or stolen keys to the manager immediately and have the locks changed
- Secure all windows and utilize the secondary lock
- Secure your sliding patio door and utilize the secondary lock
- Close your blinds to deter criminals from scouting out your valuables
- Do not allow newspapers, handbills, etc. to accumulate at the front door

**Vehicle Theft**

- Arizona is number one for auto theft and the top location is apartment communities
- Auto Theft Protection – Starts With You
- Take your keys
- Lock your car
- Park in well-lighted areas
- Don't leave your car running unattended, even for a minute
- Completely close your car windows
- Do not leave valuables in plain view
- Remove your stereo face plate
- Do not hide a spare set of keys in the car – the pros know where to look
- Keep your vehicle registration information with you – not in the glove compartment
- In you have a garage, use it
- Using a visible and audible deterrents – alert thieves that your car is protected
- Use a visual anti-theft device – steering wheel lock
- Audible alarms
- Window Etching – etch vehicle identification number on vehicle windows
- Register for the Watch Your Car Program [www.azwalchyourcar.com](http://www.azwalchyourcar.com)

**Bicycle Theft**

- Be sure to secure your bicycle inside your apartment
- Do not leave your bicycle on the balcony, even the second level
- If you choose to leave your bicycle on the balcony secure it with a working locking device
- Be sure to write down your serial number in case your bicycle is stolen. Law Enforcement will require this information in reporting the theft.

**Assault Prevention**

- Protecting yourself is a matter of avoiding the situation before it happens
- Keep your doors locked and windows rolled up to prevent anyone from reaching inside your car
- Always lock your doors when you park
- Always be attentive in parking lots as you return to your car
- Get in the habit of locking your doors and windows at all times
- Never remain in the laundry room in an apartment community alone
- Plan your route, especially at night. Follow well-lighted and populated streets
- Try to walk with someone else whenever possible
- Avoid dark places, short cuts, bushy trees and shrubs, and sparsely traveled areas
- Stay Alert and attentive to your surroundings at all times

Please keep in mind that this is your home, your neighborhood and your community. Much of your personal safety and that of the neighborhood depends on your active participation in the crime prevention efforts. You are a vital part of your community security and welfare.

Report Crimes in Progress to 9-1-1  
Non Emergency Number (480) 350-8311

\_\_\_\_\_  
**TENANT's Signature** \_\_\_\_\_  
**Date**

\_\_\_\_\_  
**OWNER'S REPRESENTATIVE** \_\_\_\_\_  
**Date**

Initials\_\_\_\_\_

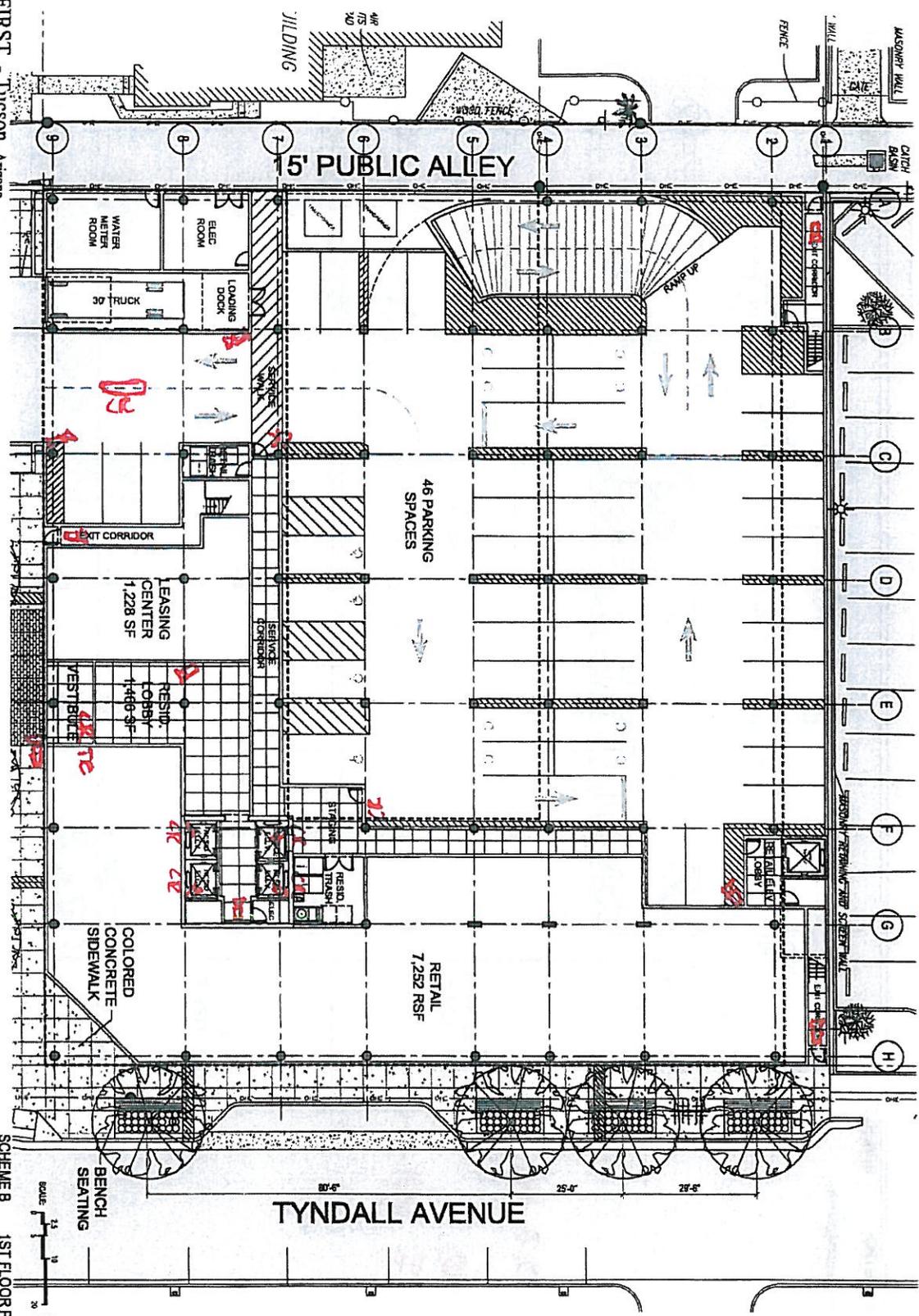


**Exhibit 2 - Security Camera and Access Schematic**



**THE HUB ON FIRST - TUCSON, ARIZONA**

FIRST STREET & TYNDALL AVENUE  
 City Center - Developer  
 Associated Architects - Architects  
 201 West Alhambra Street, Chicago, Illinois 60611 Phone: 312.265.1108 Fax: 312.265.8112



**SCHEME B  
 1ST FLOOR PLAN  
 10.15.2012**

(75) TOTAL BUILDING CAMEERAS  
 (18) TOTAL CARD READERS

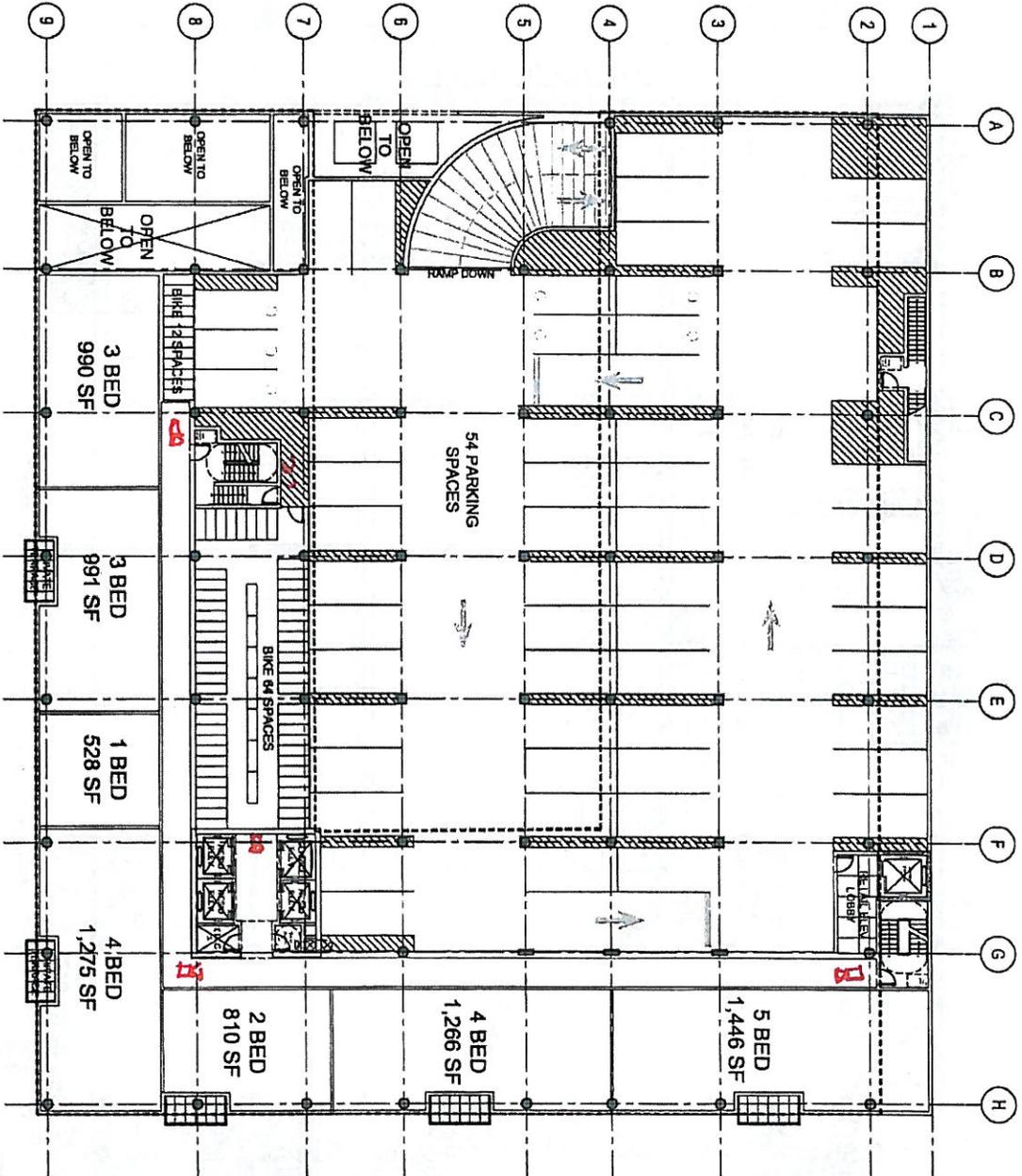
(12) TOTAL CAMEERAS  
 (8) CARD READER  
 (5) INT CAMEERAS  
 (3) EXT CAMEERAS  
 (4) ELE CAMEERAS

(1) TELEPHONE  
 ENTRY  
 AND OFFICE

**THE HUB ON FIRST - TUCSON, ARIZONA**

FIRST STREET & TYNDALL AVENUE

221 First Street, Tucson, Arizona | Phone: 313-286-1105 | Fax: 313-286-1102



(4) IUT  
CAMERAS  
(1) CR

SCHEME B

2ND FLOOR PLAN

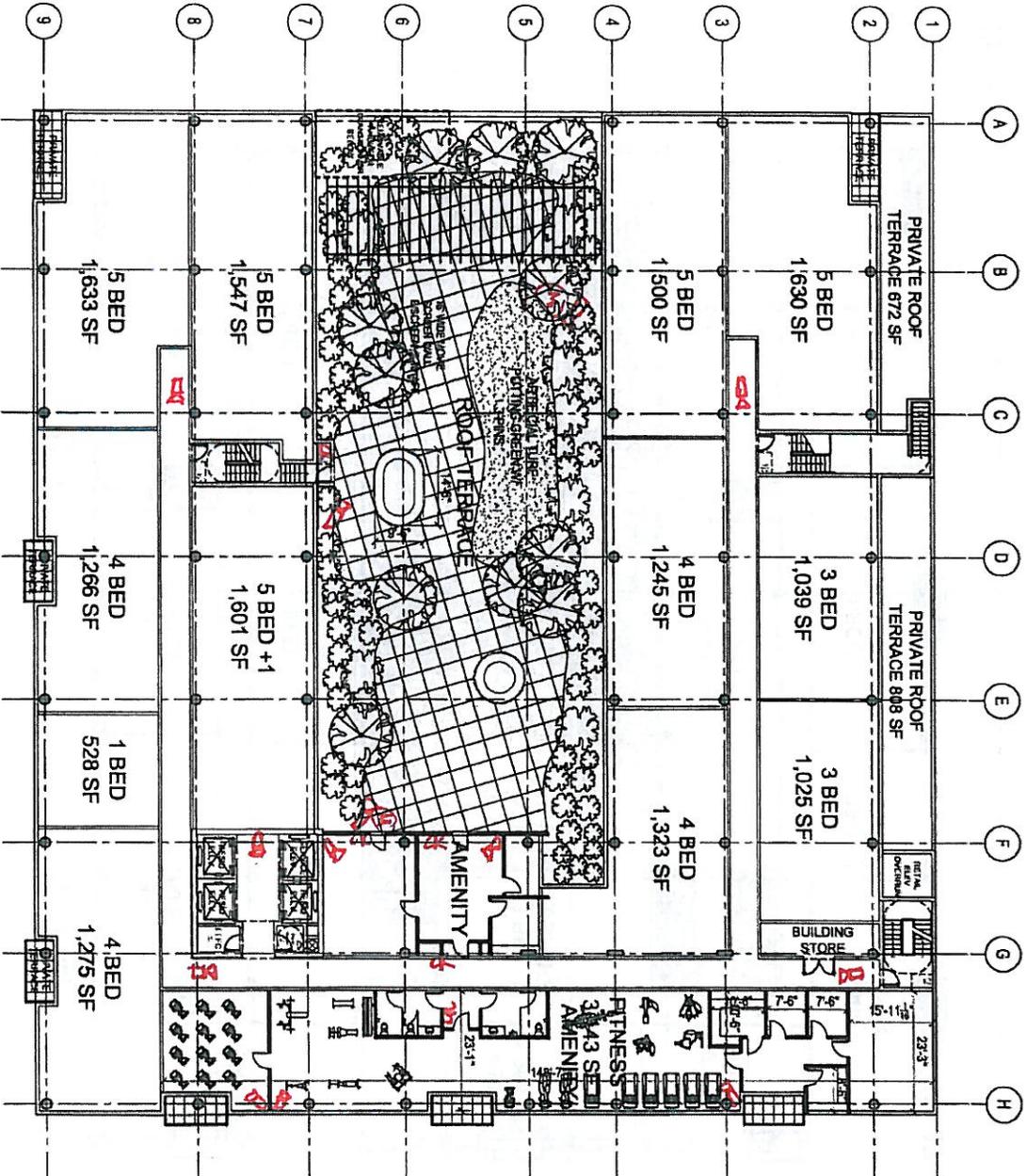


10.11.2012

THE HUB ON FIRST - TUCSON, Arizona

FIRST STREET & TYNDALL AVENUE

Architect: Anderson Associates, Inc. | 221 W. Harrison Street, Chicago, IL 60604 | Phone: 312.261.1500 Fax: 312.269.7122



- (5) CR
- (10) INT
- CAMERAS
- (3) EXT
- CAMERAS
- (2) MOTION

SCHEME B

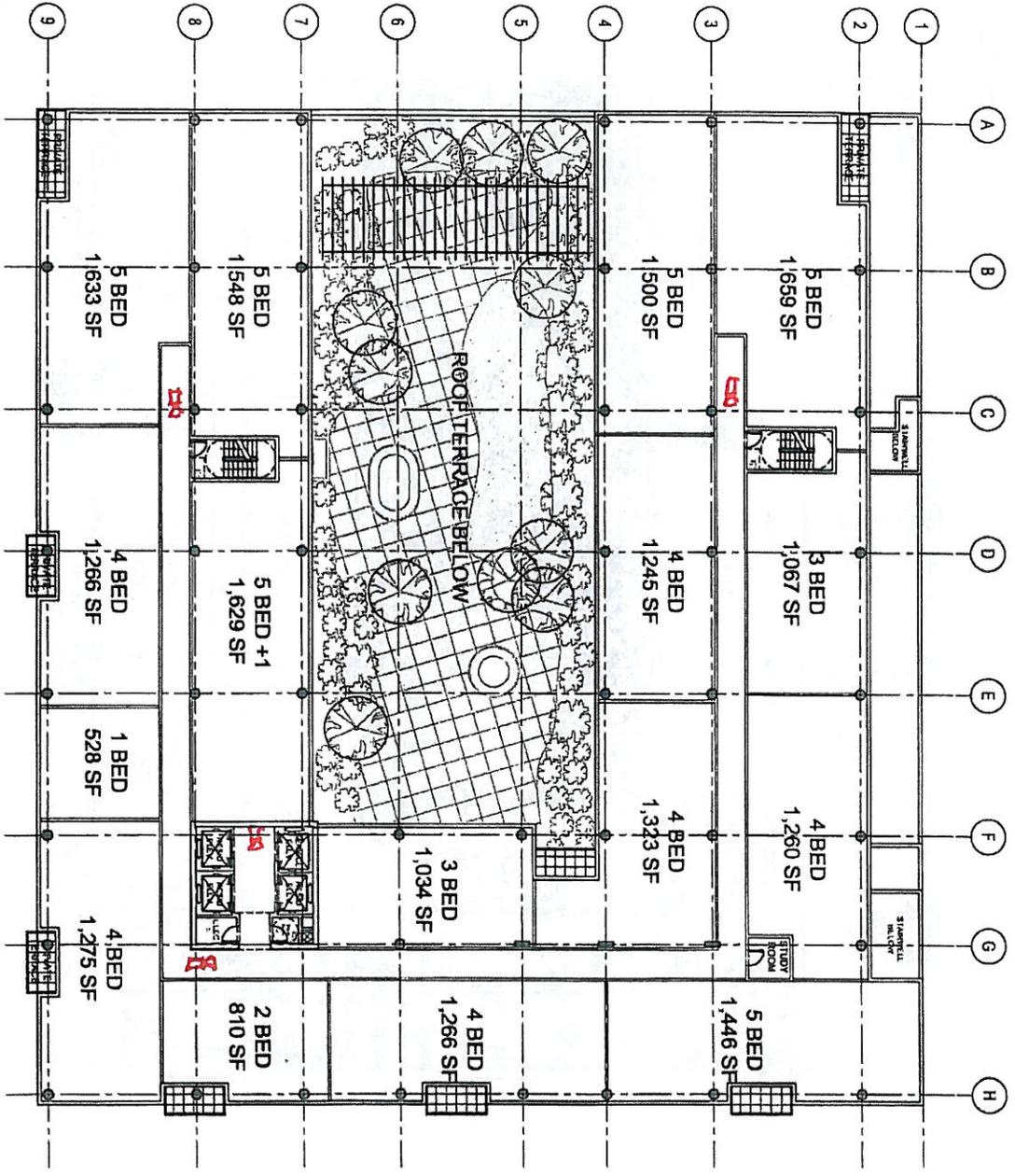
3RD FLOOR PLAN

10.15.2012



THE HUB ON FIRST - TUCSON, ARIZONA  
 FIRST STREET & TYNDALE AVENUE

City Center - Developer | Management/Investment - Architects | 24 West Hill Street, Suite 500, Chandler, AZ 85226 | Phone: 480-794-1128 Fax: 480-794-1123



(4) INT  
 CANNERS

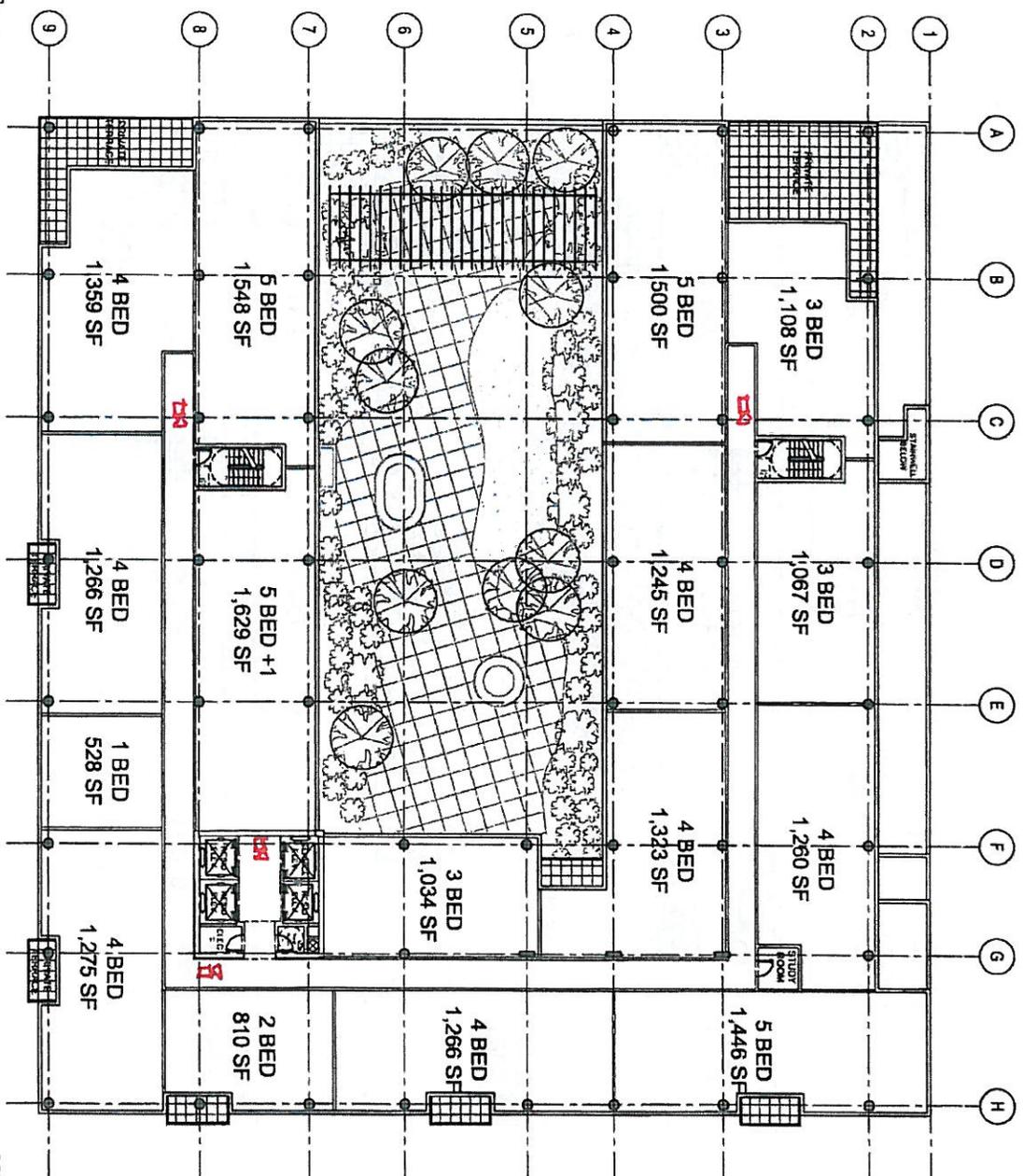
SCHEME B  
 4TH FLOOR PLAN



10.15.2012

**THE HUB ON FIRST - TUCSON, Arizona**  
**FIRST STREET & TYNDALE AVENUE**

Chief Designer: [Name] | Architect: [Name] | 220 West Adams Street, Chicago, IL 60601 | Phone: 312.562.1175 | Fax: 312.239.1122



*(4) East  
 CANNERS*

SCHEME B

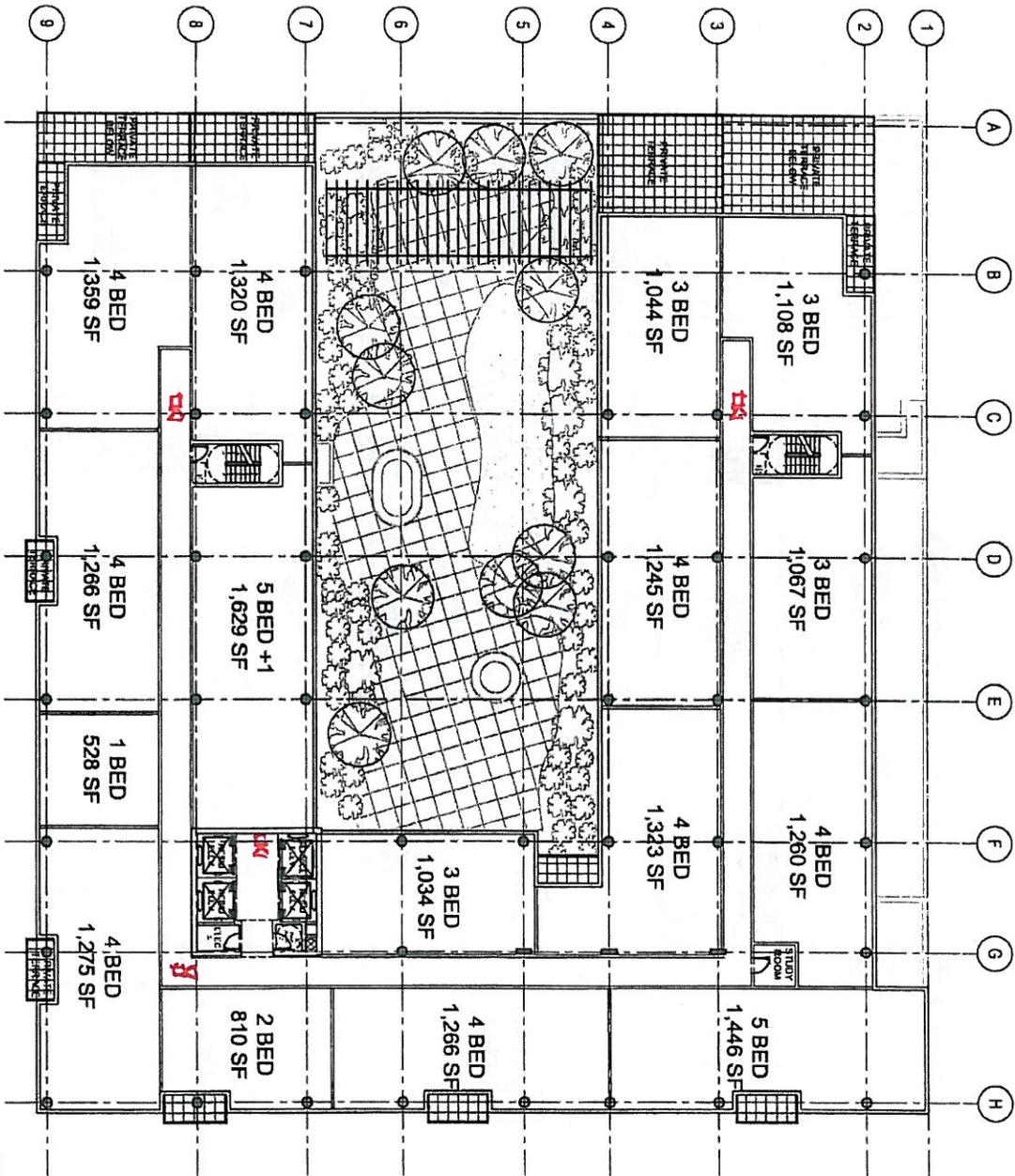


5TH FLOOR PLAN  
 10.11.2012

**THE HUB ON FIRST - TUCSON, ARIZONA**

FIRST STREET & TYNDALL AVENUE

70th Capital Division | American Residential Architects | 221 West Main Street, Chicago IL 60604 | Phone: 312.281.1128 | Fax: 312.281.7123



*(4) IUT  
COURT*



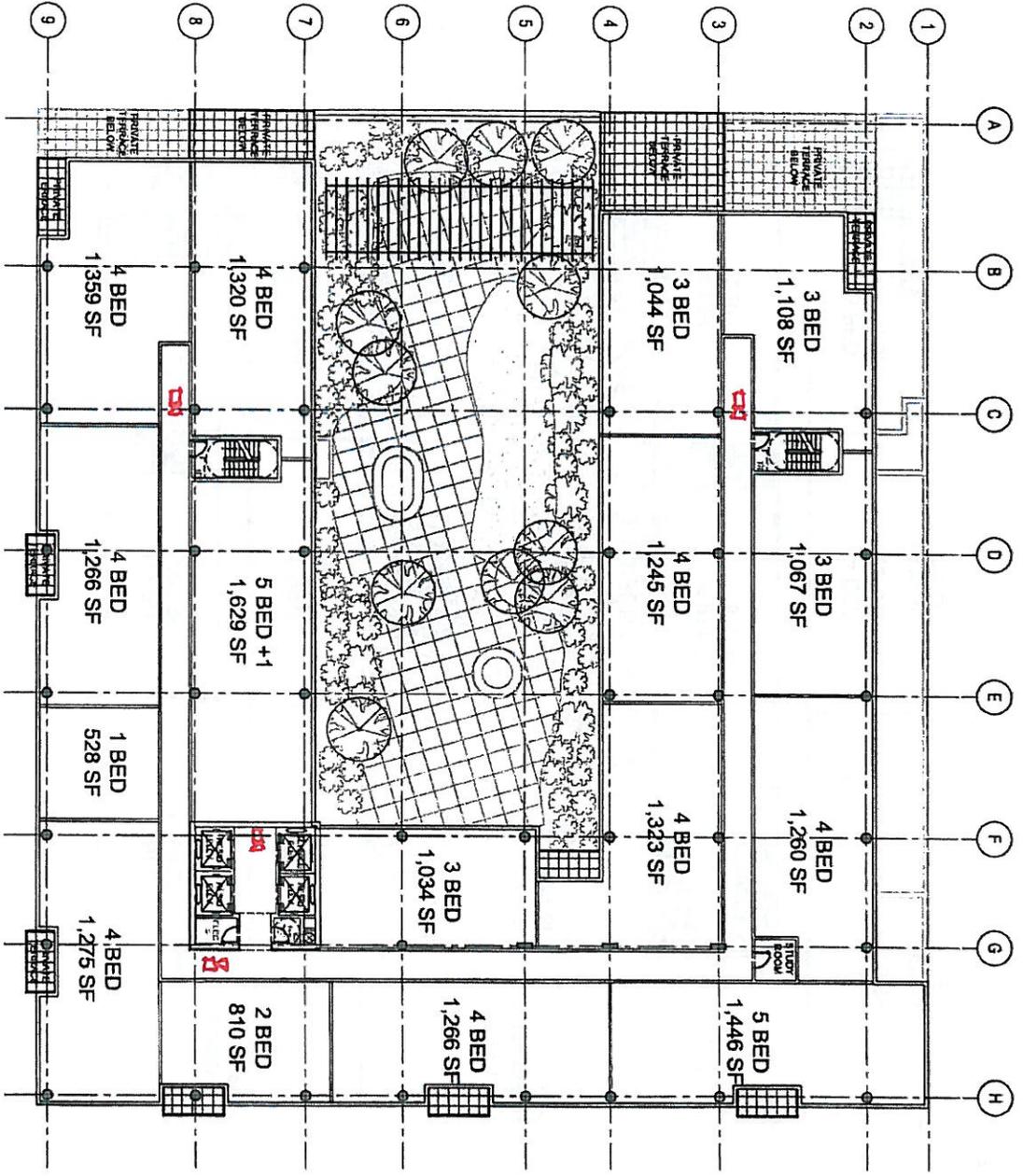
SCHEME B

6TH FLOOR PLAN

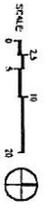
10.11.2012

**THE HUB ON FIRST - Tucson, Arizona**  
**FIRST STREET & TYNDALL AVENUE**

City Planner: [Name] | Architect: [Name] | 231 First Hub Drive, Chicago, IL 60601 | Phone: 312.266.1206 | Fax: 312.266.1172



**SCHEME B 7TH & 8TH FLOOR PLAN**

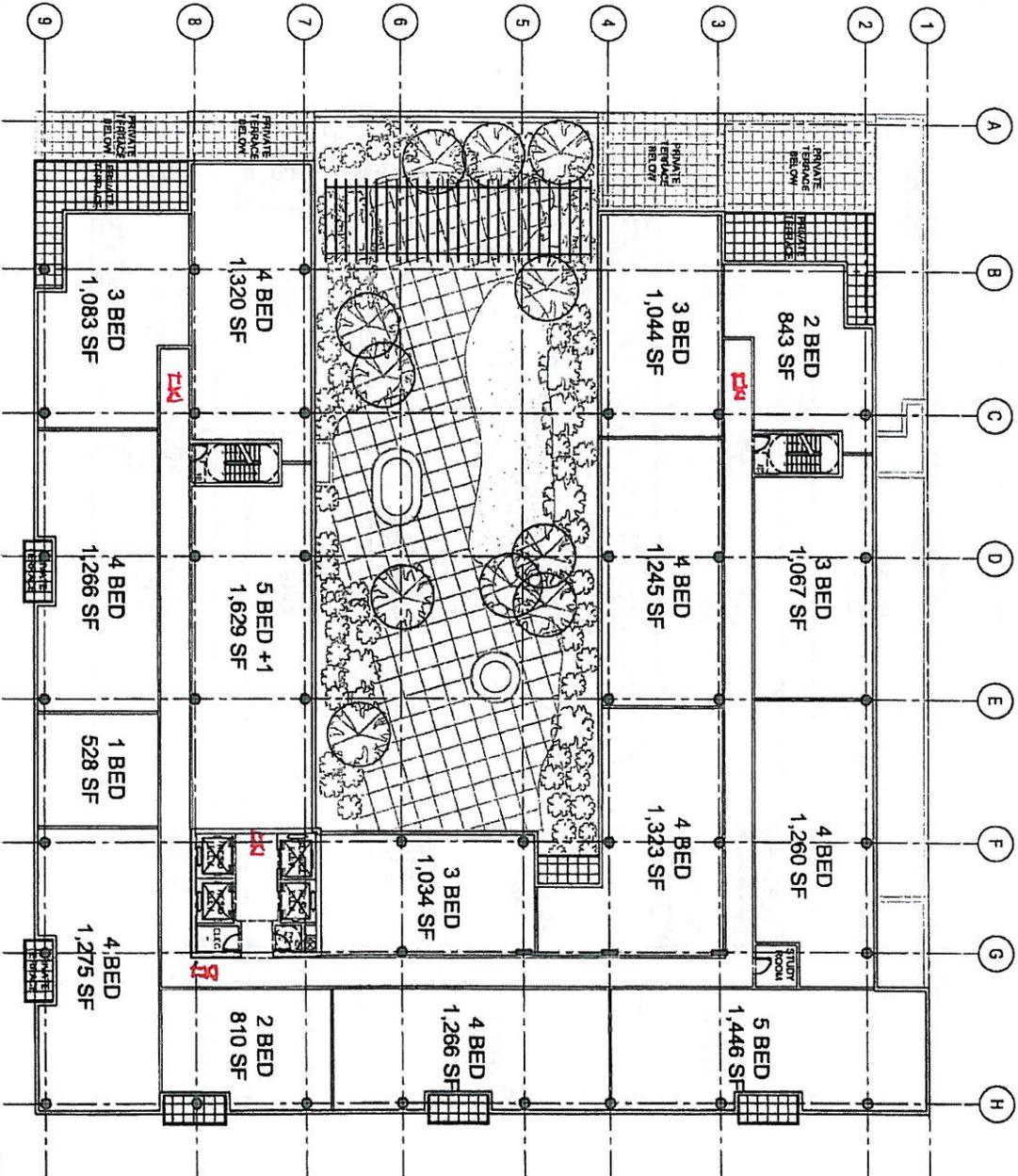


(4) INT  
 CARWASH  
 X 2  
 (8) TOTAL

THE HUB ON FIRST - Tucson, Arizona

FIRST STREET & TYNDALL AVENUE

City Center - Developer | Advanced Standards - Analyst | 2N First Street, Chicago, IL 60604 | Phone: 312.284.1128 | Fax: 312.285.1122



(4) Int  
Curtains



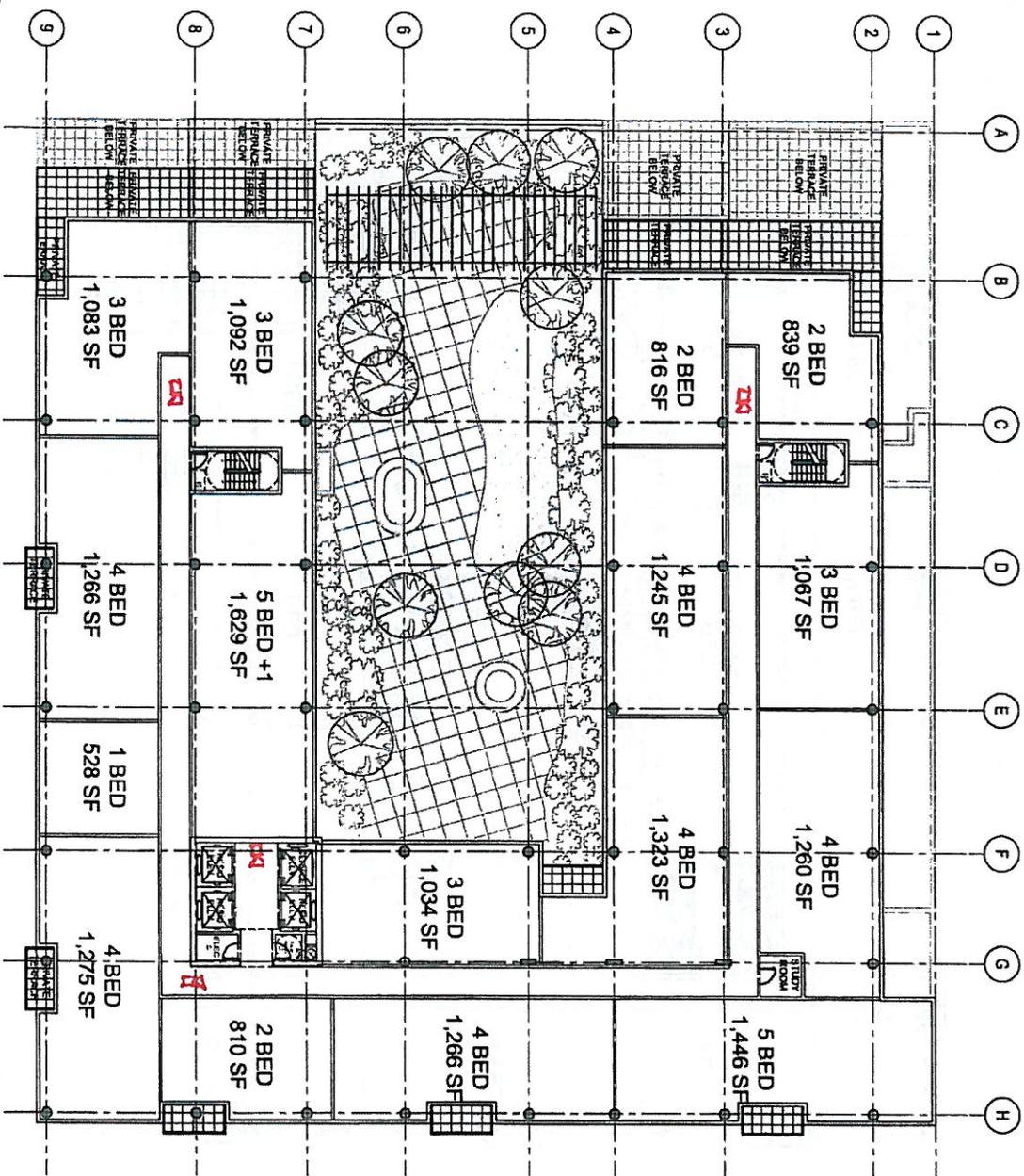
SCHEME B

9TH FLOOR PLAN

10.11.2012

**THE HUB ON FIRST - Tucson, Arizona**  
**FIRST STREET & TYNDALE AVENUE**

Chris Carpenter - Developer | Associated Architects - Architects | 221 North First Street, Chicago, IL 60604 | Phone: 312.266.1028 | Fax: 312.266.7122



*(4) INT  
 COMMONS*

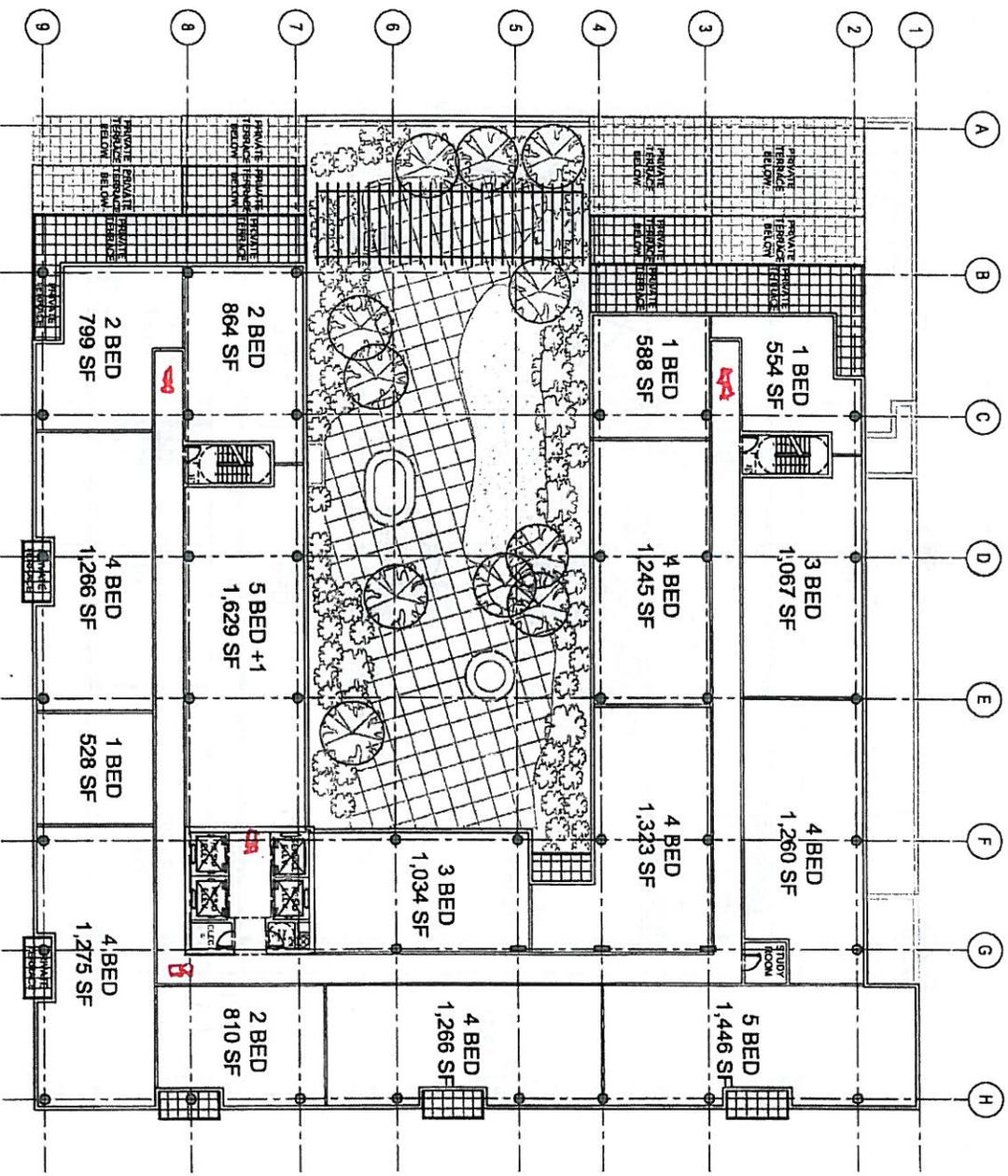
**SCHEME B**  
**10TH FLOOR PLAN**



10.11.2012

THE HUB ON FIRST - TUCSON, ARIZONA  
 FIRST STREET & TYNDALL AVENUE

Cam Casas - Designer  
 Address@Cam Casas - Address  
 224 West Hurst Street, Orange, CA 92668  
 Phone: 949.288.1105 Fax: 949.288.1121



(4) IUT  
 CAMERAS

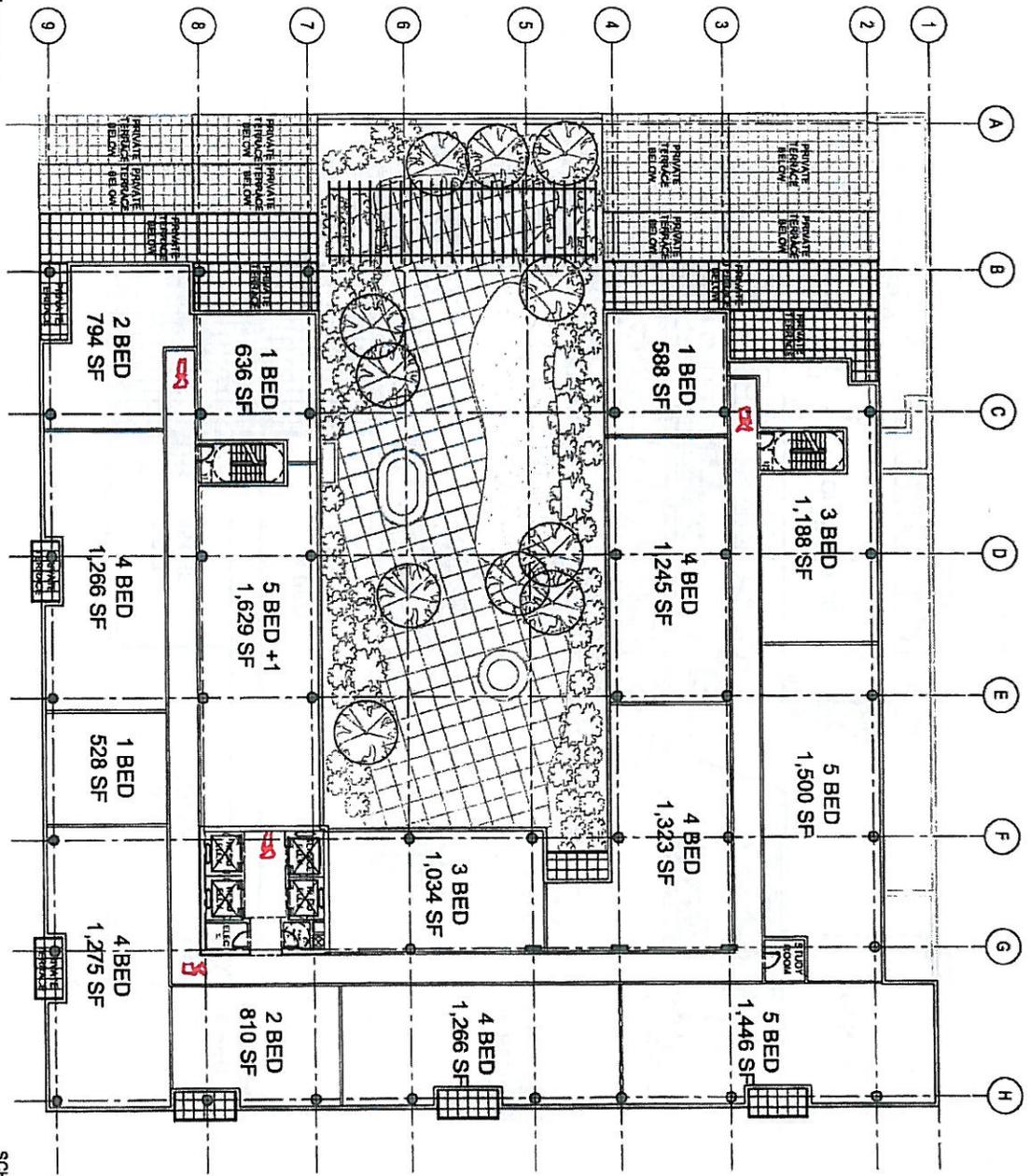
SCHEME B  
 11TH FLOOR PLAN



10.11.2012

**THE HUB ON FIRST - Tucson, Arizona**  
**FIRST STREET & TYNDALE AVENUE**

City Center - Downtown  
 Address: 127th Street, Chicago, IL 60641 | Phone: 312.326.1100 Fax: 312.326.2129



*(4) IPT  
 CAMERAS*

**SCHEME B**

**12TH FLOOR PLAN**

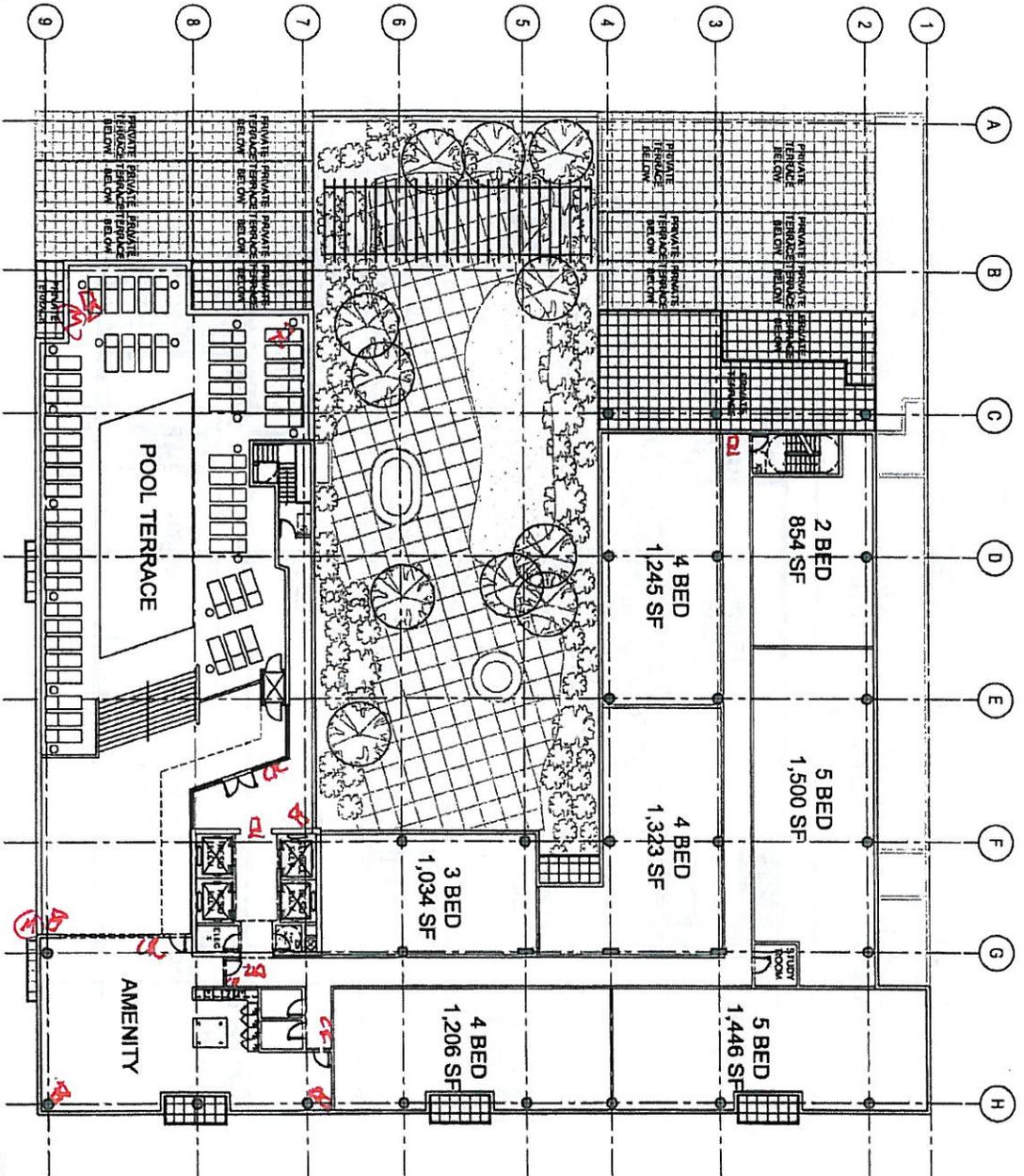
10.11.2012



THE HUB ON FIRST - TUCSON, Arizona

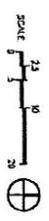
FIRST STREET & TYNDALL AVENUE

Over Campus - Developer | Awarded Architect: Architects | 224 W 4th Street, Suite 1000, Phoenix, AZ 85004 | Phone: 313-782-1118 Fax: 313-782-7172



SCHEME B 13TH FLOOR PLAN

10.15.2012



- (1D) Tork Cameras
- (1) More Ext Camera on Mech Roof
- (2) Motion
- (3) Ext Camera
- (4) CR
- (6) Int Camera

**Exhibit 3 - Employee Handbook**



# **CORE CAMPUS**



# **EMPLOYEE HANDBOOK**

**Effective June 2012**

## **WELCOME TO CORE CAMPUS!**

I would like to take this time to welcome you to Core Campus. We are delighted to have you join our team.

We hope your new job will live up to your expectations and your stay with us will be a rewarding one. If you have been working for us, I wish to express my sincere appreciation for your valued service.

Core Campus prides itself in owning, developing, managing, and operating high quality real estate and food service operations.

As an organization, we are committed to providing you with the opportunity to grow personally and professionally. Core Campus values the talents and abilities of our employees and seeks to foster an open, cooperative, and dynamic environment in which employees and the Company alike can thrive. We will strive to motivate and challenge you. We recognize and reward hard work and excellent performance.

As a Core Campus employee, we have high expectations of you. You will be asked to work hard and deliver the results and productivity that we desire. You also have a responsibility to maintain our good reputation and high standards.

This employee handbook contains the key policies, goals, benefits, and expectations of Core Campus, as well as other information that you will need as part of our team. Use this handbook as a reference during your career with us.

From time to time, some of the policies and practices in this handbook will change. Your supervisor will notify you of any changes.

I look forward to working with you.

Sincerely,

Benjamin F. Modleski  
Chief Operating Officer  
Core Campus

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# I. INTRODUCTION

## ***Conditions of Your Employment at Core Campus***

This employee handbook is intended to provide employees with a general understanding of Core Campus' employment practices, personnel policies, the benefits provided to you as a valued employee, as well as the conduct expected from you. In addition, it is intended to answer frequently asked questions. This handbook, however, cannot anticipate every situation or answer every question about employment, nor would we want to restrict the normal question and answer interchange among us. It is in our person-to-person conversations that we can better know each other, express our views, and work together in a harmonious relationship.

With the sole exception of the employment-at-will policy, the contents of this handbook do not create a binding employment contract. Core Campus reserves the right to change or revise policies, procedures, and benefits described in this handbook, other than the employment-at-will provisions, at any time and without notice.

No one other than authorized management may alter or modify any of the policies in this Employee Handbook. No statement or promise by a supervisor, manager, or department head is to be interpreted as a change in policy, nor will it constitute an agreement with an employee.

Should any provision in this Employee Handbook be found to be unenforceable and invalid, such finding does not invalidate the entire Employee Handbook, but only the subject provision.

If you have any questions about our policies and practices, please contact management. We ask that you read this guide carefully, become familiar with the Company and our policies, and refer to it whenever questions arise. When you are finished, please sign the page at the end of this handbook indicating you've read and understood it and return it to the designated person.

## ***At-Will Employment***

Your employment with Core Campus is at-will. This means that neither you nor Core Campus has entered into a contract regarding the duration of your employment. You are free to terminate your employment with Core Campus at any time, with or without reason. Likewise, Core Campus has the right to terminate your employment, or otherwise discipline, transfer or demote you at any time, with or without reason, and with or without notice.

This Employee Handbook does not constitute an expressed or implied contract in whole or in part. This Employee Handbook does not constitute an agreement or contract for employment for any specified period, a definite duration, or a particular position. No one other than the owner/president can alter this at-will agreement, and any alteration must be in writing and signed by the owner/president. This employee handbook supersedes all previous employee handbooks.

## ***Definitions***

### Regular Employees

Employees hired to work for an indefinite period of time are classified as regular employees. Such employees may be either full-time or part-time.

### Regular Full-Time Employees

An employee who has successfully completed his or her Introductory Period (see the Introductory Period Policy for a specific definition) and who works at least thirty-five (35) hours per week is considered a regular full-time employee. The employee may be exempt or non-exempt and is eligible for all employment benefits offered by the Company.

### Regular Part-Time Employees

An employee who has successfully completed his or her Introductory Period (see the Introductory Period Policy for a specific definition) and who works no more than thirty-five (35) hours per week. Regardless of the number of hours you work per week, you are expected to comply with all of the policies and procedures contained within this Employee Handbook. The employee may be exempt or non-exempt and is eligible for some benefits offered by the Company.

### Nonexempt (Hourly) Employees

Nonexempt employees are employees whose positions do not meet Fair Labor Standards Act (FLSA) exemption tests and state law exemption tests. These employees must complete timesheets and will receive overtime pay in accordance with federal and state law.

### Exempt (Salaried) Employees

Exempt employees are managers, executives, professional staff, technical staff, outside sales representatives, officers, directors, owners and others whose duties and responsibilities allow them to be exempt from overtime pay provisions as provided by the Fair Labor Standards Act (FLSA) and applicable state laws. If you are an exempt employee, you will be advised that you are in this classification at the time you are hired, transferred or promoted.

### Independent Contractor

An independent contractor maintains or works for an independent business and is not an associate of Core Campus. An independent contractor is separately responsible for taxes, workers' compensation and general liability insurance, and any other applicable insurance plans. The provisions of this handbook do not cover independent contractors.

### Inactive Employees

Inactive employees do not earn paid time off, vacation or sick leave. Inactive status includes, but is not limited to, leaves of absence, periods of work-related disability, and other periods of non-work-related disability.

### Temporary or On-Call Individuals

Individuals who are hired for short periods of time or on a fill-in basis for an absent employee are considered temporary or on-call. These individuals are paid by the hour and are not eligible for benefits including paid time off. These positions are not necessarily intended to be a part of our continuing operations. Interns are considered temporary.

### ***Introductory Period***

The Introductory Period for new employees lasts ninety (90) days from your date of hire. During this time, you will have an opportunity to evaluate Core Campus, and we have an opportunity to evaluate you as an employee. During the Introductory Period, you cannot take vacation or PTO time unless pre-arrangement by management. However, vacation time accrues at the normal rate for employees who successfully complete the Introductory Period. Core Campus may extend the Introductory Period at its discretion. Employment is not guaranteed for the entire ninety (90) days of the Introductory Period and an employee may be terminated at will during this time.

Please understand that completion of the introductory period does not guarantee continued employment for any specified period of time, nor does it require that an employee be discharged only for cause. Please also understand that completion of the introductory period does not imply that you now have a contract of employment with the Company, other than at-will. Satisfactory completion of the Introductory Period does not alter the at-will character of the employment relationship at Core Campus.

## **II. EMPLOYMENT POLICIES & PRACTICES**

### ***Accidents on Company Premises***

If at any time you have witnessed or been made aware of any of our guests, clients, residents, employees, suppliers, subcontractors or any persons being injured on the Core Campus premises, you are required to notify your supervisor immediately. We have insurance to protect us, but without knowledge of the accident, our insurance may be ineffective.

If you injure yourself on the job, please notify your supervisor immediately and seek necessary medical treatment.

### ***Anti-Harassment***

Core Campus has adopted a policy of “zero-tolerance” with respect to prohibited employee harassment. Core Campus expressly prohibits any form of prohibited employee harassment based on race, color, religion, creed, sex, gender, national origin, ethnicity, disability (physical or mental), genetic information, pregnancy, age, citizenship status, ancestry, alienage, marital status, sexual orientation, military service, veteran status, or any other characteristic protected by local, state or federal employment discrimination laws (“Protected Categories”). Improper interference with the ability of Core Campus employees to perform their expected job duties is not tolerated. This policy applies to all agents and employees of Core Campus, including supervisors and non-supervisory employees.

At the end of this handbook, you’ll find a signature page indicating you’ve read and understand this anti-harassment policy. Please sign this page and return it to the designated official.

### ***Prohibited Conduct***

Prohibited harassment includes, but is not limited to, the following types of conduct and activities relating to Protected Categories:

- Offensive comments, jokes, innuendoes, and other statements.
- Ethnic, sexist or racist slurs.
- Staring, stalking and blocking someone’s normal movement.
- Displaying posters, calendars, photographs, graffiti or cartoons that could incite prejudice or bias against Protected Categories.
- Unwanted or offensive letters or poems.
- Offensive e-mail, text messages, or voice-mail messages.
- Remarks, including written or oral references to Protected Categories and gossip relating to Protected Categories.
- Other derogatory, offensive, or objectionable conduct.

### ***Sexual Harassment***

Sexual harassment is a form of sex discrimination, which includes gender-based harassment of a person of the same sex as the harasser. It is the express policy of the Company that sexual harassment of employees or applicants, by an employee or agents of the Company, is unacceptable

and will not be tolerated. With respect to sexual harassment, Core Campus prohibits the following conduct:

a. Unwelcome sexual advances, requests for sexual favors, and all other verbal, visual or physical conduct of a sexual or otherwise offensive nature, especially where:

- Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
- Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or
- Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment.

b. Offensive comments, jokes, innuendoes, and other sexually oriented statements.

c. Examples of the types of unwelcome conduct expressly prohibited by this policy include, but are not limited to, the following:

- Unwanted and unnecessary touching, such as rubbing or massaging someone's neck or shoulders, stroking someone's hair, or brushing against another's body.
- Sexually suggestive touching.
- Grabbing, groping, kissing, fondling.
- Sexual favors in return for employment rewards, or threats if sexual favors are not provided.
- Lewd, off-color, sexually-oriented comments or jokes.
- Suggestive or sexually-explicit posters, calendars, photographs, graffiti, cartoons.
- Unwanted or offensive letters or poems.
- Offensive e-mail, text messages, or voice-mail messages.
- Repeated requests for dates.
- Sexual assault or rape.
- Any other conduct or behavior deemed inappropriate by Core Campus.

### ***Anti-Harassment Complaint Procedure and Penalties***

Any employee who feels that he or she is a victim of discrimination or harassment, including but not limited to, any of the conduct listed above, by any supervisor, management official, other employee, client, or any other person in connection with employment at Core Campus, should bring the matter to the immediate attention of his or her immediate supervisor or, in the alternative, to a company Vice President.

Likewise, employees witnessing discrimination or harassment directed at other employees should immediately report any such incidents to his or her immediate supervisor or, in the alternative, to a company Vice President.

### ***No Retaliation Policy***

Under no circumstances will any employee who in good faith reports alleged incidents of discrimination or harassment, or who cooperates in an investigation of any such report, be subjected

to any form of reprisal or retaliation on account of his or her having made such report or cooperated in such investigation. All allegations of discrimination, harassment or retaliation will be taken seriously and will be promptly investigated in as confidential a manner as possible. Appropriate and prompt corrective action will be taken if warranted. Any employee who is determined, after an investigation, to have engaged in any form of discrimination, harassment or retaliation in violation of this policy will be subject to appropriate disciplinary action, up to and including termination.

While Core Campus is committed to preventing and punishing prohibited discrimination, harassment and retaliation, it also recognizes that false accusations of discrimination, harassment or retaliation may harm an innocent party who is falsely accused. Accordingly, any employee who is found after an investigation to have knowingly made a false accusation of discrimination, harassment or retaliation may be subject to appropriate disciplinary action, up to and including termination.

### ***Drug & Alcohol Workplace Policy***

Core Campus recognizes the importance of maintaining a safe, productive and efficient work environment for its employees. Because the use and abuse of alcohol or drugs can impair the ability of employees to perform their jobs, and can also result in the potential for accidents and because of the illegal nature of this practice, use of alcohol, drugs or controlled substances while on the job or while representing Core Campus will not be tolerated.

Employees are required to comply with all aspects of this policy, in accordance with applicable local, state or federal law and regulations as a condition of employment or continued employment with Core Campus.

Any employee involved in a work-related accident may be tested for alcohol, drugs, and controlled substances as part of initial treatment by a physician unless prohibited by state law. In the event an employee is involved in a work-related accident that does not require treatment by a physician, the employee will be required to provide a urine and/or blood specimen to a medical facility or lab that can provide validated test results on the use of alcohol, drugs and/or controlled substances as soon as possible but no later than 32 hours after the accident. A seriously injured employee who is unable to provide a specimen at the time of the accident shall agree to allow Core Campus any necessary authorization for obtaining hospital reports and other documents needed to determine whether any alcohol, illegal drugs and or controlled substances were present in his/her system. Any employee that does not submit to a drug and alcohol test at time of accident, or provide a validated sample within 32 hours, understands that this may be viewed as negative by the Workers' Compensation Insurance administration and also understands that this could be cause for termination.

### ***Attendance / Tardiness***

Any employee who is absent for three days without notifying Core Campus is considered to have voluntarily resigned without notice as of the close of the third day.

Any employee who is absent from and/or unable to work for three (3) to six (6) consecutive months, not counting federal or state mandated or approved leave, will be terminated. This policy applies to all employees, regardless of the reason(s) for the absence or inability to work.

Any employee on leave of absence in excess of thirty (30) weeks, regardless of the reason for the leave of absence, will be terminated. If an employee is covered by the Americans with Disabilities Act (ADA) and requires as a reasonable accommodation a leave period of longer than six (6) months, a decision regarding the length of that employee's leave will be made on a case-by-case basis.

Excessive tardiness shall be subjected to corrective discipline or termination. Excessive tardiness is defined as three or more instance of lateness in a calendar month and is subject to corrective discipline. Any 12 instances of lateness in a calendar year are considered grounds for discharge.

### ***Change in Status***

It is your responsibility to ensure your employment records are current. This includes notifying us of any changes, as soon as possible, in the following types of information:

- Name
- Telephone number
- Home and/or mailing address
- Marital status (for benefits and tax purposes only)
- Number and identity of dependents (for benefits and tax purposes only)
- Beneficiary designations
- Driving record or status of driver's license (if you operate a company vehicle, company rental vehicle, or your position routinely requires you to drive during regular business hours)

### ***Breaks***

Nonexempt employees receive two paid 10-minute breaks per workday. Smoking is NOT allowed during these break periods (see Smoking policy for additional information).

Office Staff, Desk Personnel and Resident Life Staff are not covered under this policy.

Break periods may be taken in designated areas of the cafeteria (as designated by the Food Service Manager), the department offices (housekeeping department office and maintenance department office) or behind the front desk (as long as break-related activities do not interfere with the work, order, and cleanliness of that area).

Unacceptable break areas include the building's rooftop, boiler/mechanical room, swimming pool area, storage closets, chute room, woodshop, electrical room, and resident amenity areas such as: the computer lab, piano lounge, floor TV lounges, study lounge, fitness center and game room.

Employees are not allowed use of the resident amenities during their workday, including lunch periods and break times. After the workday has completed, or before the workday has begun, employees may use these areas.

Lunch breaks are required for all personnel working 8-hour days. Employees are required to take a 30-minute lunch at a time designated by your immediate supervisor. Employees are not paid for their lunch breaks and all hourly employees must punch (or swipe) out for this break. Failure to do so is considered falsifying time card records and will result in disciplinary action.

Please see the Addendum for your state for additional information regarding Breaks, if applicable.

### ***Confidentiality***

It is the policy of Core Campus to ensure that the operations, activities, and business affairs of Core Campus and our clients are kept confidential to the greatest possible extent. If, during the course of their employment, employees acquire confidential or proprietary information about Core Campus and its clients, such information is to be handled in strict confidence and not to be discussed with outsiders.

Employees are also responsible for the internal security of such information. Employees must not use any confidential, sensitive, or proprietary information of Core Campus in any manner that is unauthorized or detrimental to the best interests of the company. Employees in violation of this policy are subject to discipline, up to and including termination.

Certain positions may require an additional confidentiality agreement to be signed.

### ***Conflict of Interest***

Employees are expected to devote their full efforts, energies, and loyalty to Core Campus. Due to the importance of this requirement, the company strictly prohibits any outside employment or other activities or relationships that create any actual, potential or apparent conflict of interest.

Examples of situations that violate this policy include acting as a consultant, advisor, employee or independent contractor of or with a competitor, customer or vendor of Core Campus, owning any significant interest (other than as a shareholder of a publicly traded firm) in any business or organization that conducts or seeks to conduct business with Core Campus, or using any assets or resources of Core Campus for personal gain or advantage.

Additionally, any leasing agent representing Core Campus will not be allowed to service, represent, sell, or share information with any other competing business.

Additionally, employees may not solicit or accept gifts, rewards, payments, commissions, gratuities, discounts or services of any kind or value from anyone having or seeking business with Core Campus, except as follows:

- a. Unsolicited token gifts (such as food, flowers and promotional items) inscribed with the supplier's or customer's logo or business name, with nominal values generally not exceeding \$25.
- b. Business-related functions or meals, so long as the function is necessary and the value and frequency of business meals are not excessive.

Employees may not have any personally beneficial financial dealings with any individual or business organization that furnishes merchandise, supplies, property or services to Core Campus. This includes arrangements to receive loans (other than bank loans), commissions, royalties, stock ownership or anything of value.

Employees directly concerned with the purchase of merchandise and services from supplier firms, including management personnel with approval authority, may not make investments in those companies, other than normal stock and bond market transactions.

Employees may not make or influence any decision that could directly or indirectly benefit a relative, and should disclose to Core Campus whenever a relative has a significant interest in a transaction or a significant relationship with a vendor.

This policy applies to all Core Campus officers, managers and employees. Violations of this policy may result in disciplinary action, up to and including termination.

### ***Dating***

Consenting romantic or sexual relationships between a supervisor and a subordinate may sometimes lead to complications and difficulties for both parties and for Core Campus. Because such relationships may be contrary to the best interests of Core Campus, Core Campus discourages any conduct that may lead to, or be anticipated to lead to, the formation of a romantic or sexual relationship between a supervisor and a subordinate (full-time, part-time, or contract).

Dating relationships between a supervisor and a subordinate in a direct reporting relationship, or between a full-time employee and residents, are never allowed. If a relationship arises between a supervisor and a subordinate, one of the individuals must accept a transfer out of the direct reporting relationship if approved by management. This policy applies regardless of the gender of the participants in the relationship. It is the responsibility of the party in the senior role to report the relationship to management.

Employees are strictly prohibited from engaging in physical contact that would in any way be deemed inappropriate by a reasonable person while anywhere on company premises, whether during working hours or not. Although we encourage our employees to be friends with one another, employees should ensure that their relationships remain strictly professional. Any behavior by any full-time or part-time employee that impacts the workplace will be treated consistently with other workplace disruptions, conflicts of interest or comparable violations, and if warranted, that individual may be terminated.

### ***Dress Code***

You are expected to present a clean and professional appearance when you represent Core Campus inside and outside of work. How you present yourself is a statement about you and the Core Campus team. Whether you'll be interacting with co-workers, meeting with customers, suppliers or other business people, or representing the company at an industry conference, your attire, behavior and attitude say a lot about you and us as a whole.

### ***Business Casual Dress***

We practice a business casual dress policy for office employees. We trust employees will come to work well groomed and dressed in business attire. This includes dress shirts, ties, blouses, skirts and slacks. Clothes such as jeans, t-shirts, sandals or sneakers are not appropriate dress. Male Leasing employees are expected to be clean-shaven with no facial hair. Exception to no-facial hair policy for men is permissible for certain individuals, such as men with pseudofolliculitis barbae (a skin condition common with some minorities) and those whose religious practices may require wearing of a beard.

## Uniform Dress

Core Campus requires Housekeeping, Porters, Maintenance, RA/CA and Food Service employees to wear a standard uniform during working hours. It is the employee's duty to be attired in the appropriate dress code upon the start of a work shift and to maintain the appearance and cleanliness of their attire throughout their shift.

The chart below details acceptable and unacceptable dress code standards, which may be relaxed on certain days by your supervisor.

Group	Do's	Don't
All Employees	<ul style="list-style-type: none"> <li>• Clothing must be clean, wrinkle free and properly fitted</li> <li>• Good grooming: Bathing daily, good oral hygiene, use of deodorant, clean nails.</li> <li>• Hair and sideburns must be clean, dry and neatly groomed.</li> <li>• Hats must always be worn in proper straight-forward manner.</li> <li>• Facial hair must be neatly groomed.</li> <li>• Proper undergarments are required with all clothing.</li> </ul>	<ul style="list-style-type: none"> <li>• Beach Outfits</li> <li>• Flip-flops or bare feet</li> <li>• Halter tops or midriff tops</li> <li>• T-shirts with offensive slogans or pictures</li> <li>• See-through or mesh clothing</li> <li>• Ragged, ripped, torn or dirty clothing.</li> <li>• Collars and large chain jewelry</li> <li>• Gang related clothing of any type</li> </ul>
All Office	<ul style="list-style-type: none"> <li>• If you retain any odor from smoking you will be asked to go home and change.</li> <li>• The same policy exists for excessive use of cologne and perfumes.</li> <li>• Hairstyles must be appropriate for a business office.</li> <li>• Hair color must be natural in appearance</li> <li>• Suits, khaki/twill pants, corduroys</li> <li>• Polo/golf shirts</li> <li>• Sweaters and turtlenecks</li> <li>• Belts</li> <li>• Shirts tucked in when appropriate</li> </ul>	<ul style="list-style-type: none"> <li>• Patched clothing</li> <li>• T-shirts</li> <li>• Overalls</li> <li>• Visible tattoos</li> <li>• Sweatpants or gym attire</li> <li>• Shorts in cool/cold weather</li> <li>• Bandannas</li> <li>• Hats</li> </ul>
Male Office	<ul style="list-style-type: none"> <li>• Neat and clean dress trousers, shirts and shoes</li> <li>• Ties, business style cufflinks</li> <li>• Collared shirts</li> <li>• Shoes nicely polished and in excellent condition</li> </ul>	<ul style="list-style-type: none"> <li>• Earrings and facial piercing</li> <li>• Hair trimmed above the collar</li> <li>• Sneakers, tennis shoes, military boots</li> <li>• Anything sleeveless</li> <li>• Jeans</li> <li>• Open-toed shoes</li> </ul>
Female Office	<ul style="list-style-type: none"> <li>• Neat and clean dress skirts, dresses, slacks, tops, Capri pants, blouses and shirts and shoes</li> <li>• Hosiery should be plain and in a color that flatters your skin tone</li> <li>• Nails must be manicured and polish must be appropriate for a business office</li> <li>• Hair accessories should be kept to a minimum</li> </ul>	<ul style="list-style-type: none"> <li>• Sneakers, tennis shoes, military boots</li> <li>• Spaghetti straps only allowed on dresses</li> <li>• Jeans, mini-skirts, and short-shorts</li> <li>• Very low-cut U &amp; V-neck shirts</li> </ul>
Residence Life	<ul style="list-style-type: none"> <li>• Proper uniform for duties being performed as determined by Residence Manager</li> <li>• Projecting a similar image to the Office Staff</li> <li>• Safety equipment as needed</li> </ul>	<ul style="list-style-type: none"> <li>• Open-toed shoes</li> <li>• Bandannas</li> </ul>
Facilities	<ul style="list-style-type: none"> <li>• Proper company uniform as determined by management</li> <li>• Uniform will be typical for a large hotel facility staff</li> <li>• Safety equipment as needed</li> </ul>	<ul style="list-style-type: none"> <li>• Open-toed shoes</li> <li>• Jewelry that is loose or dangles</li> </ul>
Dining Facility	<ul style="list-style-type: none"> <li>• Proper uniform as determined by the Food Service Manager</li> </ul>	<ul style="list-style-type: none"> <li>• Open-toed shoes</li> <li>• Jewelry that is loose or dangles</li> </ul>

	<ul style="list-style-type: none"> <li>• Uniform will be typical for a large corporate dining facility</li> <li>• Hair nets on long hair</li> <li>• Safety equipment as needed</li> </ul>	<ul style="list-style-type: none"> <li>• Long hair unable to fit into a hair net</li> </ul>
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It is the duty of employees to be attired in the appropriate dress code upon the start of a work shift and to maintain the appearance and cleanliness of their attire throughout their shift.

When an employee is found to be outside acceptable grooming and attire standards, the employee will be sent home on lost time or annual leave. A subsequent deviation from acceptable grooming and attire standards may result in disciplinary action up to and including termination.

### ***Driving***

Individuals who seek or hold positions that involve driving responsibilities for Core Campus work in occupations for which Core Campus may have direct or indirect legal responsibility. Core Campus is committed to making certain that employees who have driving responsibilities do not place Core Campus, employees, or members of the public at risk.

In keeping with this policy, employees with driving responsibilities must:

- Have a valid driver's license and good driving record.
- Maintain legal limits on their insurance and provide Core Campus a copy of such
- Drive safely and defensively.
- Wear safety belts at all times without exception.
- Drive within posted speed limits and observe all traffic laws.
- Never drive while fatigued.
- Never use cell phones while operating a motor vehicle.
- Be familiar with general vehicle safety and maintenance.
- Carry current liability insurance.

Any parking tickets or fines incurred while on the job are the responsibility of the employee and not Core Campus.

### ***Drug Testing***

Core Campus is committed to a workplace free of drugs and other controlled substances in order to provide a safe working environment for employees. To accomplish this, Core Campus adheres to a policy of drug testing for existing and future employees under any of the following circumstances.

#### **For Cause Testing**

Core Campus may ask an employee to submit to a drug test at any time it is believed that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity, unusual conduct on the employee's part that reasonably suggests impairment or influence of drugs or alcohol, negative performance patterns, or excessive and unexplained absenteeism or tardiness. Refusal to submit to testing is grounds for termination.

#### **Pre-Employment Testing**

Core Campus requires drug testing during the hiring process and requires all new employees to submit to testing within the first 72 hours of acceptance of position.

### ***Privacy Expectations***

Employees should note that they have no reasonable expectation for privacy and all personal items brought to work may be subject to random inspections by management.

### ***Electronic and Telephonic Communications***

The use of Core Campus automation systems, including computers, fax machines, and all forms of Internet/Intranet access, is for company business and for authorized purposes only. Brief and occasional personal use of the electronic mail system or the Internet is acceptable as long as it is not excessive or inappropriate, occurs during personal time (lunch or other breaks), and does not result in expense to Core Campus.

Use is defined as “excessive” if it interferes with normal job functions, responsiveness, or the ability to perform daily job activities. Electronic communication should not be used to solicit or sell products or services that are unrelated to the Company’s business; distract, intimidate, or harass coworkers or third parties; or disrupt the workplace.

Core Campus expects all employees to use these information technologies solely for business purposes. Employees should not assume that any computer equipment or technologies, such as electronic mail and data are confidential or private. Core Campus (or its designated representatives) maintains the right and ability to enter these computer systems to access and review any information.

This policy applies to all Core Campus employees, contractors, vendors and agents with Core Campus owned or personally-owned computer or workstation used to connect to the Core Campus network.

Disciplinary action will occur whenever a breach of security or hacking is detected and determined intentional or negligent. Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

If you are unsure as to an item’s appropriateness, consult your Supervisor.

### **Security**

To protect the information contained on Core Campus enterprise network there have been a number of security measures implemented. Each user is issued an account and password. This password will grant the user access to information based on their job requirements and security level.

You may change your password at any time. If you believe your password is known by another user, you should change it immediately. If you require assistance please contact your supervisor. Your password may not be given to anyone. If a person has requested the use of your network account, you may direct them to your supervisor. In addition, using another’s account or

representing another user is prohibited. You may be held responsible for any abuse if you knowingly let someone use your account.

Ways in which you can help protect the network are:

- Never give your password to anyone.
- Choose passwords that are not obvious and do not write them down. A good password includes a combination of letters, numbers and symbols that are 7 characters or more.

## **Security/Video Surveillance**

Company has a Security and Video Surveillance policy in place. Please be advised that all employee actions are videotaped. Any actions revealed by security surveillance may result in disciplinary action up to and including termination. All employees will be asked to sign an acknowledgement notifying them that facilities are under video surveillance and should note that their recorded actions may be subject to discipline and or termination.

The Video Surveillance system and all of its components (including video tapes, digital media, etc.) are owned by the company. No individual is permitted to duplicate, remove or upload any video surveillance material without the expressed written consent of the company's President.

## **Fraudulent Use or Behavior**

Users must respect the integrity of computing and network systems; for example, users shall not intentionally develop or use programs that harass other users or infiltrate a computer, computing system, or network and/or damage or alter the software components of a computer, computing system or network.

Under no circumstances is an employee of Core Campus authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing Core Campus owned resources. An employee that suspects or is aware of such activity is required to notify a manager immediately.

Network security is a very serious issue. Tampering with data or attempting to circumvent the flow of data is strictly prohibited.

If a user creates any liability on behalf of Core Campus due to inappropriate use of the network, the employee agrees to indemnify and hold Core Campus harmless, should it be necessary for Core Campus to defend itself against such actions engaged in by the user.

The lists below are by no means exhaustive, but attempt to provide a framework for activities which fall into the category of unacceptable use. An employee aware of any activity or activity by another employee that violates this policy is required to notify your supervisor immediately.

The following activities are strictly prohibited, with no exceptions:

## **System and Network Activities**

- Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of “pirated” or other software products that are not appropriately licensed for use by Core Campus.
- Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which Core Campus or the end user does not have an active license is strictly prohibited.
- Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws, is illegal. Your supervisor should be consulted prior to export of any material that is in question.
- Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
- Revealing your account password to others or allowing use of your account by others. This includes family and other household members when work is being done at home.
- Using a Core Campus computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws in the user’s local jurisdiction.
- Making fraudulent offers of products, items, or services originating from any Core Campus account.
- Making statements about warranty, expressly or implied, unless it is a part of normal job duties.
- Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, “disruption” includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information.
- Port scanning or security scanning is expressly prohibited unless authorized by a manager.
- Executing any form of network monitoring which will intercept data not intended for the employee’s host, unless this activity is a part of the employee’s normal job/duty.
- Circumventing user authentication or security of any host, network or account.
- Interfering with or denying service to any user other than the employee’s host (for example, denial of service attack).
- Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user’s terminal session, via any means, locally or via the Internet/Intranet/Extranet.
- Using a system other than those provided by the Core Campus to store files.

## **Email and Communications Activities & Privacy Expectations**

- Although all emails and communications will not be monitored regularly, employees should expect no privacy with regard to personal email that comes to them within company systems and company equipment may be reviewed for usage at any time.
- Employees should not expect any reasonable expectation for privacy.
- What you bring with you to work can be viewed at any time should management request to do so and employees should understand privacy of their personal belongings is not protected if management deems it reasonable to request to view.

- Sending unsolicited email messages, including the sending of “junk mail” or other advertising material to individuals who did not specifically request such material (email spam).
- Any form of harassment via email, telephone or paging, whether through language, frequency, or size of messages.
- Unauthorized use, or forging, of email header information.
- Solicitation of email for any other email address, other than that of the poster’s account, with the intent to harass or to collect replies.
- Creating or forwarding “chain letters”, “Ponzi” or other “pyramid” schemes of any type.
- Use of unsolicited email originating from within Core Campus networks of other Internet/Intranet/Extranet service providers on behalf of, or to advertise, any service hosted by Core Campus.
- Posting the same or similar non-business-related messages to large numbers of Usenet newsgroups (newsgroup spam).
- To prevent potentially inadvertent transmission of sensitive information by all employees, vendors, and agents operating on behalf of Core Campus, automatic email forwarding to an address outside the organization is unauthorized unless approved by a manager.

## **General Uses and Actions that Are Also Prohibited**

- Any commercial use or any use for personal gain
- Adding, removing, or modifying identifying network header information (aka “spoofing”).
- Attempting to impersonate any person by using forged headers or other identifying information.
- Using a proxy server of any kind (other than Core Campus’ internal proxy server).
- Using any type of Anonymizer or any other means to mask, hide or modify your identity or activities electronically.
- Using any type of program/script/command or other computer related device to send messages of any kind in place of Core Campus’ Server(s). To help prevent the transmission of viruses and other hostile programs, and where appropriate, all electronic messages must use and go through Core Campus’ Exchange Server.
- Facilitating use or access by non-authorized users, including sharing your password or other login information with anyone.
- Obtain and/or use another user’s passwords without their knowledge and consent.
- Attempt to gain access to files and resources to which you have not been granted permission.
- Try to “crash”, or unnecessarily retard, the network or computing systems.
- Make copies of another user’s files without their knowledge and consent.
- Print or plot posters and banners under another users account.
- Steal, vandalize or obstruct the use of computing equipment, facilities, or documentation.

## **Software and Hardware**

### **Software Piracy**

The illegal use of software is prohibited. Most pirating is a result of installing software on a computer without the legal right to do so. In order to use a computer program the organization must

purchase the program from a reputable source and possess the license and software to use the program. The posting or uploading of copyrighted material without the permission of the owner of such material is also prohibited.

It is illegal to copy software or use software without meeting the above mentioned criteria and legal action may be taken against those not abiding by the law.

## **Games**

All segments of the computer systems remain Core Campus' property and are furnished to employees for business use only. Entertainment through the use of computer games is not permitted.

## **Installing and/or Downloading Software**

You may not install software onto the computer or onto the network without the permission of a manager. You may not download any software without the permission of a manager. Permission must be obtained prior to beginning the process of downloading software. If you require software not owned by Core Campus, you may arrange to purchase it provided the software is required to perform work related tasks and approved by your supervisor.

## **Installing Computer Related Hardware**

You may not install hardware without permission of a manager. Devices such as wireless access points, storage devices and network hardware may present a security risk or impede operations.

## **Viruses**

The threat of a virus infection can arise from downloading files from the Internet, loading data into your computer from a diskette, or running an e-mail attachment. If you question the authenticity of data, scan it for viruses. Please note that your computer is not immune from a computer virus so we encourage you to take caution when downloading information.

## **Intranet/Internet**

Core Campus will provide approved staff with the ability to use the Internet as a source of global communication and research. The Internet is a powerful research and communication tool, as such; we must assume responsibility for using it in an appropriate manner.

We must remember to focus only on information contained within the scope of our job functions. A manager will periodically review the information or sites a user has visited. Any user action that violates the appropriate usage policy may result in revoking network privileges and may lead to termination or legal action.

## **Pornographic Material and Vulgarity**

The posting, viewing, uploading, or downloading of pornographic or vulgar messages, photos, images, sound files, text files, video files, newsletters, or related materials is strictly prohibited.

## ***Email***

### **Ownership**

The e-mail system is the property of Core Campus. All data and other electronic messages within this system are the property of Core Campus. E-mail messages either composed or received on this system may be considered Core Campus property.

### **Monitoring and Privacy**

Core Campus reserves the right to monitor all e-mail messages either composed or received in the e-mail system. It is possible that e-mail sent from Core Campus' system can be intercepted on the local system and on the Internet; therefore the user should not expect any degree of privacy regarding e-mail messages of any type. E-mail messages deleted by the user may be retrievable from the hard drive, backup tapes or the receiving or sending e-mail system.

Core Campus servers may have the ability to automatically forward messages; unless otherwise approved by your supervisor, automatically forwarding any type of electronic mail is prohibited. One example would be setting up a rule to have all your work related e-mail sent to your private account, such as a yahoo or msn account.

### **Harassment**

E-mail at work is a privilege, not a right. Core Campus is entrusted with a valuable communication tool that holds endless possibilities. If you receive an e-mail message that is harassing or inappropriate, you are expected to report it in writing to your supervisor, or any department head, and also send a copy to a manager.

## ***Blogs, Personal Websites, and Social Networking Sites***

### **Company Privileged Information**

Any confidential, proprietary, or trade secret information is off-limits for your blog and/or networking website, such as MySpace or Facebook. The Core Campus logo and affiliated logos are also off-limits. Anything related to Core Campus policy, inventions, strategy, financials, products, etc. that has not been made public cannot appear in your blog or on your personal web presence under any circumstances. Disclosing confidential or proprietary information may result in employee termination.

You may not personally attack fellow employees, customers or vendors.

You may not post any material that is obscene, defamatory, profane, libelous, threatening, harassing, abusive, hateful or embarrassing to another person or any other person or entity. This includes, but is not limited to, comments regarding Core Campus, Core Campus employees, and Core Campus competitors.

Any pictures, videos or sound clips of a Core Campus employee may only be posted online with the employee's permission. No pictures or videos of the interior or exterior of Core Campus properties may be posted or shared online without a manager's permission. Failure to follow these policies may result in disciplinary action, up to and including termination.

## ***Employee References***

Core Campus policy is to release employment information only upon receipt of a specific request from a properly identified individual who has a legitimate right to know the information being released. In the absence of employee consent or other legal requirements, it is Core Campus policy to disclose only employment dates, position held, and ending salary in response to such inquiries. All requests for employment references must be directed to the Property Manager.

## ***Equal Opportunity***

Core Campus is an Equal Opportunity employer. This means that we do not discriminate on any basis prohibited by applicable law including race, religion, color, sex, gender, sexual orientation, pregnancy, age, national origin, ancestry, physical or mental disability, medical condition, military or veteran status, genetic information, marital status, ethnicity, alienage or any other protected classification, in accordance with applicable federal, state, and local laws. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, demotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

Please see the Addendum for your state for additional details regarding the company's Equal Opportunity policy.

Core Campus will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result. Any applicant or employee who believes he or she requires an accommodation should contact a company Vice President in person or by telephone. Please see "Reasonable Accommodations" Section for additional details.

## ***Housekeeping***

To ensure an attractive, safe, and healthy work environment, every staff member is expected to maintain his or her work area in a neat, orderly, and clean manner. Please clean up after yourselves. This is especially important in the areas visible to the public.

## ***Immigration Law Compliance***

All offers of employment are contingent on verification of your right to work in the United States. On your first day of work you will be asked to provide original documents verifying your right to work and, as required by federal law, to sign Federal Form I-9, Employment Eligibility Verification Form. Each individual employed by the Company will be required to produce, within three (3) days, proof of his/her identity and eligibility to work in the United States. If you at any time cannot verify your right to work in the United States, Core Campus may be obligated to terminate your employment.

## **Meals**

Some Campus Acquisition locations enjoy the benefit of having a Café. The following guidelines apply to such locations.

Employees are allowed breakfast and lunch in the cafeteria each workday provided that they:

1. Finish breakfast before the start of their shift OR before starting their workday, and clock out or punch out for breakfast (but can still complete 8 hours of work for the day without altering their work efficiency or performance), and
2. Clock out or punch out for lunch

Employees working more than 10 hours per day are entitled to dinner. All employees must arrange their meal times with their immediate supervisor. All food that requires a utensil (fork, knife, or spoon) to consume must be eaten in the café. Unless special circumstances exist (such as an employee's birthday or an employee that is ill) absolutely no china plates or bowls or silverware is to be taken from the café. Special circumstances must be approved by the manager/food services.

The manager of food services has the right to modify this policy for food service employees due to their scheduling.

## **Employee-Guest Meals**

Bringing a guest to eat with you is a privilege and not something that comes with being employed by Core Campus. Please remember that the manager/food service allows you to bring guests to eat with you to encourage new business and to allow you to enjoy the company during meal times.

No guest of any employee is to eat without the employee being present during the duration of the other person's meal. If a food service employee allows an employee's guest to eat without the employee being present, that employee will be found in violation of policy.

All employees are allowed one of the following:

- Two (2) individual guest meals per month; or
- One (1) family dine-in experience per month

A family dine-in experience is defined as a group of family members (not to exceed 5) dining in the cafeteria with one-week's notice given to the manager/food services.

Children as guests must be accompanied by another guest over the age of 18 at all times. During the time your guest is in the building, you must not be "on the clock." Please swipe or punch out.

## **Contractor and Vendor Meals**

All contractor and vendor meals will be at the sole discretion of the regional manager, and manager/food services. From time to time, the assistant manager, lead maintenance technician or housekeeping manager may wish to compensate a meal of a vendor. This is acceptable provided

that they inform the manager/food services either before or shortly thereafter so that we may keep track of meals.

The manager/food service has the authority to prohibit any contractor, vendor, or guest of an employee from their dining experience at any time.

### **Prospective Resident Meals**

At the discretion of the leasing professionals, a prospective resident may eat for free. The manager/food services will monitor these free meals and may prohibit this practice in the future if the demand is too great or abuse of the policy is evident. All prospective resident meals must have a corresponding guest card in the leasing office. Any alleged prospect, without a corresponding guest card, that has been allowed to eat by a leasing professional, will have that meal deducted from the future leasing bonus of that leasing professional.

### ***Office Closings Due to Emergencies or Inclement Weather***

Generally, Core Campus will continue operations during inclement weather. However, in the event of an extremely severe storm in which state officials are recommending not to travel and/or when public transportation facilities are limited, Core Campus may elect to close in the interest of employee safety.

If you believe inclement weather is occurring that would prevent the office or your department from opening, you should call your immediate supervisor for information. If Core Campus is open but severe weather conditions make traveling to work inadvisable, you should call your immediate supervisor as soon as possible and inform him or her of your delay.

At that time, if you are unable to get to work, you and your supervisor should discuss how to handle the absence. For example, you may be permitted to telecommute or the time may be taken as Paid Time Off (see Paid Time Off policy). If the office or your department is closed by management, nonexempt employees are not paid for the time that they otherwise would have been scheduled for.

Supervisors may allow staff members to leave work early because of severe weather conditions. Should this occur, the employee is not paid for non-worked hours.

### ***Open Door Policy***

Employees may file complaints in person, in writing or by any means with which they are comfortable. Please provide as much detail as possible to assist us in investigating and addressing the issue(s) you raise. You may take a complaint to your supervisor, any member of the management team or any Vice President.

Although we cannot guarantee that you will not be identified during the course of an investigation or other subsequent related actions, we will take steps to maintain your privacy. We will also take steps to ensure you are not the subject of retaliation as a result of filing this complaint. Be assured we take all complaints seriously. As appropriate, we will promptly investigate and take remedial actions.

## ***Performance Reviews***

Performance evaluations are normally conducted annually during the month of December. However, communication and dialogue is expected and will be communicated throughout the year by your supervisor. Likewise, employees are encouraged to document successes and as well as situations and issues and not wait till reviews to communicate with their supervisor. All performance reviews are based on merit, achievement, job-description fulfillment and performance of your position. It should be noted, performance reviews do not necessarily result in pay or salary increases, changes in job titles or modifications to work duties. Furthermore, the company reserves the right to not conduct reviews.

## ***Personal Time at Work***

Employees are expected to use time wisely and refrain from excessive socializing while at work when it affects job performance. Personal calls should not be excessive and should be kept to a minimum or be non-existent during the workday. This includes both calls on the property's phone system and personal cellular phones and applies to all employee levels including management.

Community and Resident Assistants working any desk shift should never engage in phone conversations on their cell phones. Their primary responsibility as a desk attendant is to provide exceptional customer service to our current residents, staff, prospects and vendors. The company believes that personal cell phone calls and/or text messaging takes away from the desired level of customer service at this position. We encourage you to leave your cell phone in your vehicle, at home, in your room, or on silent while at work. Repeated ringing phone incidents are subject to disciplinary action. Please use your lunch time to check for messages or to make telephone calls.

School or other personal work is not to be completed on company time. The only exception to this rule is for the Resident Assistant and Desk Staff between the hours of one hour before the leasing office opens and one hour after the leasing office closes. If all property tasks and assignments are complete, and provided that the desk area is tidy, and meets managements' expectations for cleanliness and order, the employee may work on assignments outside of what has been given to them by their supervisor. Working on such assignments must in no way diminish, slow down, or cause work-related duties to cease and must be previously approved by the employee's immediate supervisor.

## ***Personnel Records***

Certain work records will be maintained and kept in your personnel file. It is important that company personnel records be accurate at all times. In order to avoid compromising your benefit eligibility or having W-2 Forms returned, Core Campus expects that employees will promptly notify the appropriate human resources representative of any changes in name, address, telephone number, or family status because income tax status and group insurance may be affected by these changes.

Falsification of employment records is a serious offense and upon discovery may lead to termination. Core Campus will retain all personnel records for at least three years after separation from employment.

## ***Reasonable Accommodations***

If you have a mental or physical disability that affects your ability to perform your job, Core Campus may be able to provide you with a reasonable accommodation to help you carry out the essential functions of your job.

Employees who become disabled should notify their manager or a company executive in person or by telephone if the conditions of the disability impair their ability to perform the essential functions of their position. Where necessary and feasible, reasonable accommodations will be made for qualified disabled employees to perform the essential functions of the job in question, as long as the accommodation does not cause the Company undue hardship.

All employees are required to comply with safety standards. Applicants who pose a direct threat to the health or safety of other individuals in the workplace, which threat cannot be eliminated by reasonable accommodation, will not be hired. Current employees who pose a direct threat to the health or safety of the other individuals in the workplace will be placed on appropriate leave until a Management decision has been made in regard to the employee's immediate employment situation.

Core Campus has no obligation to consider any accommodation, however, unless you inform us that you have a disability that affects your ability to perform your job and that an accommodation may be needed. Further medical evaluations may be necessary.

## ***Resignation***

If you decide to resign from Core Campus, you are requested to give advance notice in writing to your supervisor specifying the last day you will be at work. This date will be considered the effective date of your resignation. Core Campus requests at least two weeks advance notice of the effective date of resignation. Employees who do not provide the requested notice will be considered ineligible for rehire.

## ***Return to Work***

Core Campus maintains a Return-to-Work Program that provides eligible employees with productive employment.

Under the program, if an employee is temporarily disabled and cannot immediately return to his or her full, regular duties, Core Campus will attempt to return the employee to work as soon as possible to a position that accommodates the employee's medical restrictions as determined by the treating health care provider. In the event the company cannot hold a specific position vacant until an employee returns, Core Campus will find an equal position when available.

The Return-to-Work Program applies only to employees who are temporarily disabled by a work-related injury or illness. Work assignments under the Return-to-Work Program are temporary.

Employees performing modified duties under the Return-to-Work Program are subject to all company rules, policies and practices. An employee who refuses an offer of a modified or alternate temporary assignment under the Return-to-Work Program may jeopardize his or her entitlement to certain workers' compensation benefits.

## ***Separation of Employment***

Discipline or termination may result for many reasons including, but not limited to, inappropriate behavior, violating Core Campus standards and unsatisfactory performance. All property and records belonging to Core Campus, including keys, uniform(s), passwords providing access to computer files, must be returned to your supervisor. If you have any such items at your home, you must deliver them to your supervisor with your resignation letter.

When you leave employment with Core Campus, we may wish to conduct an exit interview to discuss your reasons for leaving and any other impressions that you may have about the company. Every attempt will be made to keep all information confidential.

## ***Smoke Free Workplace***

To help provide a safe and healthy workplace, smoking is strictly prohibited within company buildings. This includes, but is not limited to, offices, hallways, waiting rooms, restrooms, break rooms, parking garages, elevators, meeting rooms, outside decks and patios, and all community work areas. These rules also apply when working in or around customers' facilities. In addition, smoking is banned near air intakes, external doors in regular use and regularly opened windows. Smoking is also prohibited in all vehicles owned by Core Campus.

There are no designated smoking areas inside or outside Company premises, nor does the Company consent to employees smoking during the company paid breaks allowed under the company's Break Policy on any given workday (see attached Break Policy for additional information on this topic).

This policy applies to all employees, clients, contractors and visitors.

## ***Solicitation and Distribution***

Employees are prohibited from soliciting and collecting donations from other employees on work time. Employees are prohibited from using e-mail, voicemail and bulletin boards to solicit donations.

These activities are closely controlled in order to prevent disruption of Company services and to avoid unauthorized implication of Company sponsorship or approval. However, this general rule is not intended to hinder or in any way curtail the rights of free speech or free expression of ideas. Therefore, such activity by employees during non-working time, including meal and rest periods, is not restricted so long as such activity does not interfere with the orderly and regular conduct of the Company business, is lawful, in good taste, conducted in an orderly manner, and does not create safety hazards or violate general good housekeeping practices. Any person who is not an employee of the Company is prohibited from any and all forms of solicitation, collecting money, vending, and posting or distributing bills or pamphlets on Company property at all times.

## ***Standards of Conduct***

Employees are expected to accept certain responsibilities, adhere to acceptable business principles in matters of personal conduct, and exhibit a high degree of personal integrity.

This not only involves sincere respect for the rights and feelings of others, but also demands that both on company time and on personal time the employee refrains from any behavior that might be harmful to the employee, his or her co-workers, and Core Campus, or that might be viewed unfavorably by current or potential clients or the public at large.

Whether an employee is on duty or off, the employee's conduct reflects on Core Campus. The employee is consequently encouraged to observe the highest standards of professionalism at all times.

Types of behavior and conduct that Core Campus considers inappropriate and which could lead to disciplinary action up to and including immediate termination of employment include, but are not limited to, the following:

- Violating the Core Campus nondiscrimination or harassment policy.
- Reporting to work intoxicated or under the influence of non-prescribed drugs.
- Excessive absenteeism or tardiness or unexcused absences or, being absent without authorized leave, including but not limited to repeated late arrivals or early departures from work.
- Falsifying employment or other company records.
- Using alcoholic beverages on company property or using alcoholic beverages while engaged in Core Campus business off company premises without consent.
- Fighting or using obscene, abusive, or threatening language or gestures.
- Excessive, unnecessary, or unauthorized use of company supplies, particularly for personal purposes.
- Theft of property from co-workers, clients, or Core Campus.
- Unauthorized possession of firearms on company premises or while on company business.
- Disregarding safety or security regulations.
- Disorderly conduct of any kind in the office or on Company property, such as fighting, wrestling, running, roughhousing, or any other activity dangerous to life, limb or property.
- Insubordination.
- Engaging in conduct that adversely reflects on the employee or Core Campus.
- Performing unsatisfactorily.
- Engaging in practices inconsistent with the ordinary and reasonable rules of conduct necessary to the welfare of Core Campus, its employees, clients, or residents.
- Violating fire-prevention or safety rules.
- Damaging or destroying company property.
- Concealing conflicts of interest.
- Divulging confidential information, of any kind, to any unauthorized person(s) or without an official need to know.
- Sleeping or loitering during regular working hours.
- Recording time for another employee or having time recorded to or by another employee.
- Gambling on Company premises.
- Violating any of the policies contained in this handbook.
- Any other action, inaction, or abuses deemed by management not to be in the best interest of the Company or its employees.

Note that Core Campus does not have a progressive discipline policy and reserves the right to take any disciplinary action, up to and including termination, which we deem appropriate under the circumstances of a given situation.

### ***Work Schedule***

Your manager is responsible for determining your work schedule. If you are uncertain of your schedule, it is your responsibility to verify this with your supervisor. This schedule will also advise you what time you are to report for work and take scheduled breaks. These schedules may be changed from time to time to fit the needs of Core Campus and our clients and customers.

The normal workday is eight (8) hours for nonexempt employees, with 40 hours being a normal workweek. Exempt employees generally work the same hours, but may be required to work more hours as work dictates.

Overtime work for non-exempt employees is only to be performed when necessary and approved in advance by your manager. All employees are expected to be available to work overtime when needed, provided they are given reasonable notice. (See section on Overtime.)

While you are generally expected to work the number of hours stated above, Core Campus does not guarantee that you will actually work that many hours in any given day or week (or be paid for such hours if you do not work that many hours).

See break policy for further information.

### ***Workplace Violence***

Workplace violence includes: 1) threats of any kind; 2) threatening, physically aggressive, or violent behavior, such as intimidation of or attempts to instill fear in others; 3) any other behavior that suggests a propensity towards violence (such behavior includes, but is not limited to, belligerent speech, excessive arguing, swearing, sabotage, or threats of sabotage of company property); 4) defacing company property or causing physical damage to facilities.

### **Reporting**

If any employee observes or becomes aware of any of the above-listed actions or behavior by an employee, customer, consultant, visitor, or anyone else, he or she should notify his or her supervisor immediately. Further, employees should notify their supervisor if any restraining order is in effect, or if any other potentially violent non-work-related situation exists that could result in workplace violence.

### **Investigation**

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, Core Campus will inform the reporting individual of the results of the investigation.

To the extent possible, the company will maintain the confidentiality of the reporting employee and of the investigation, but may need to disclose results in appropriate circumstances, for example, in

order to protect individual safety. The company will not tolerate retaliation against any employee who reports workplace violence.

### **Corrective Action and Discipline**

If Core Campus determines that workplace violence has occurred, the company will take appropriate corrective action and will impose discipline on the offending employee(s). If the violent action is that of a non-employee, the company will take corrective action to ensure that such behavior is not repeated. It should be noted that Core Campus reserves the right to escalate matters of significance and terminate with no notice if it is deemed an appropriate action for a particular offense.

### **Concealed Weapons**

Core Campus does not permit any applicant, prospective employee, employee, contractor, subcontractor, agent or representative to use, possess, conceal, carry or maintain a concealed handgun or weapon on company premises.

It is also company policy to prohibit the carriage of a concealed handgun or weapon on your person or property while you are performing any services or attending any function relating to your employment or conducting any business on its behalf.

If at any time, Core Campus has a reasonable suspicion that a concealed weapon or handgun has been carried, maintained or stored in violation of this policy, the company reserves the right to conduct a reasonable search of the person, personal items, or work area subject to the control of any such person to determine whether or not a weapon prohibited by this policy is present.

The violation of this policy or refusal to consent to a search conducted according to this policy may lead to disciplinary action, suspension or termination of employment.

### **III. COMPENSATION**

#### ***Expense Reports***

You are required to follow the Core Campus travel and expense reimbursement guidelines as given to you by your manager. Only pre-approved charges and items will be eligible for reimbursement by Core Campus. Your supervisor must approve your business expense report before it is submitted for reimbursement. Receipts or supporting documentation must be submitted for all expense reports and all expense reports MUST be submitted within 30 days to be considered for reimbursement.

#### ***New Employee Referral Bonus***

Core Campus offers a referral bonus to employees who refer an applicant who becomes a regular employee and remains employed for more than six months. At this time, the bonus is \$100 for the referral of an employee. Both you and the referring employee must still be employed by Core Campus at the end of the six-month period to receive the bonus.

#### ***Overtime***

##### **Nonexempt Employees**

On occasion, business needs will require employees to work overtime during the week or weekends. You should expect to work overtime as required; it may be mandatory.

If you are required to work overtime, you will be paid in accordance with federal and state overtime laws. Overtime does not include PTO, holidays, paid sick days and any other paid days or time not worked.

You must receive advance approval from your supervisor to work overtime. You must track all overtime on your timesheet in order to submit and be paid. You may be disciplined for working overtime without prior permission from your supervisor. Excessive abuse and discipline on this matter will be grounds for termination.

Please see the Addendum for your state regarding overtime payment.

##### **Exempt Employees**

As an exempt employee, you will be expected to work whatever hours are necessary to meet your deadlines, targets and company goals. For example, this may include working long hours, taking work home in the evenings and working on weekends. At a minimum, we expect all exempt employees to work at least forty hours in a work week.

## **Salary/Payroll**

### **Paydays**

Core Campus employees are paid on a biweekly basis. Paydays are normally on Fridays. When a payday falls on a weekend or holiday, employees will be paid on the workday immediately preceding the payday when possible.

### **Direct Deposit**

Employees may elect to have paychecks delivered directly to them each pay period. However, Core Campus also provides direct deposit of paychecks. With this option, each paycheck will be automatically deposited to your bank account.

### **Payroll Deductions**

Core Campus is required by law to make certain deductions from your paycheck. Among these are your federal income taxes and your contribution to Social Security. These deductions will be itemized on your check stub. The amount of the tax deductions will depend on your earnings and on the information you furnish on your W-4 form regarding the number of exemptions you claim. If you wish to modify the number of exemptions, please see your payroll administrator.

You should check your pay stub to ensure that it reflects the proper number of withholdings. The W-2 form you receive annually reflects how much of your earnings were deducted for these purposes. Your supervisor can explain other mandatory deductions made from your paycheck, such as court-ordered garnishments, if you have any questions. Additionally, you may be asked to sign a wage deduction authorization form provided at the end of this manual. This authorization further explains additional deduction authorizations such as health insurance, or other non-mandatory deductions.

### **Timekeeping**

All employees are required to utilize the timekeeping system for purposes of tracking their hours. You will be responsible for clocking in and out each day. You are required to clock in and out for lunch as well. Habitual or excessively missed punches are grounds for disciplinary action. Each employee is responsible for ensuring his or her time is complete in the system and updated. If corrections need to be made, the employee is responsible for printing their timecard, writing the necessary changes on the timecard and turning it into their supervisor on Monday morning by 8 a.m. following the end of the pay period. Pay cycle is biweekly with the end of the pay week being Sunday and payday being every other Friday. Failure to update times and turn into your supervisor by Monday following end of pay period may result in missed hours worked not being paid until the next pay period. It is not acceptable to have another employee or person clock in or out for you.

If you determine an error has been made in time calculations and/or your pay, it is up to the employee to report this immediately to their manager so that corrections can be made if necessary.

## **IV. BENEFITS & TIME OFF**

### ***Benefits Overview***

Core Campus offers various insurance benefits for eligible employees. Employees become eligible for these benefits on the first of the month following 30 days after an employee's start date.

Core Campus reserves the right, at its discretion, however, to change the nature of the benefits offered to employees, or to change insurance carriers, deductibles, premiums, or other features of any benefit. Enrollment or changes to medical or dental plans may be made only during the hiring process, open enrollment or during a qualifying event.

In addition, the company may decide to discontinue one or more benefits. Covered employees will be notified of such changes or discontinuations as soon as practicable.

General information on our benefits plan will be made available to you. If you have any questions, please contact a Vice President or designated representative. If there is any real or apparent conflict between the general information and the terms, conditions, or limitations of the official healthcare documents, the provisions of the official healthcare documents will control. During the first week of employment, you will receive all appropriate enrollment forms.

Employees who work a minimum of 30 hours per week are eligible for these benefits. Employees who work fewer than 30 hours per week are not eligible for these benefits.

Employees are responsible for their premium portion of their medical and dental benefits at all times. If an employee is on any type of leave, they are responsible for paying or making arrangements to pay their premium portion each month or run the risk of having their insurance terminated.

### ***Continuation of Medical Coverage/COBRA***

Should an employee experience a qualifying event that causes a loss in insurance coverage, he or she may be eligible to continue the company-sponsored insurance benefits, at the employee's expense for a specified period of time. Such continuation coverage may be covered under federal COBRA legislation or state continuation coverage in the employee's state.

COBRA may or may not apply at time of an employee's termination based on the number of Core Campus employees. In the event, COBRA does not apply, State continuation is also available however and if at all possible, you need to discuss with the office manager at time of departure so that you understand how State Continuation coverage works.

Details on the conversion of any benefits will be discussed with you at the time of your qualifying event. You may, of course, request information on this subject at any time. You will be provided notice of coverage at the time of hire and if you separate from the company.

## ***Family and Medical Leave***

Core Campus recognizes that it is important for employees to take a leave of absence for serious medical conditions and to participate in early child rearing and the care of family members who have serious health conditions. Each location is viewed as covered under FMLA based on whether that location has 50+employees in a 75 mile radius.

The federal Family & Medical Leave Act of 1993 (FMLA) as amended in 2008 requires employers with 50 or more employees to provide eligible employees with unpaid leave. The following provides a general overview of two types of leave available, including the basic 12-week leave entitlement (Basic FMLA Leave), as well as the military family leave entitlements (Military Family Leave) described in this policy.

The Family and Medical Leave Act (FMLA) applies to employers with 50 or more employees in a 75-mile radius. Accordingly, as required by law, the company will permit employees to take family or medical leave in accordance with the terms of this policy. This policy applies to all employees who meet the eligibility requirements described herein and if the company meets the requirements to be governed by the FMLA as stated above. It will be at senior management's discretion whether short-term medical leave is available to requesting employees in the absence of FMLA coverage.

### **Eligibility**

Employees are eligible for FMLA leave if they:

1. Have worked for the company for at least 12 months in the last 7 years;
2. Have worked at least 1,250 hours for the company during the 12 calendar months immediately preceding the request for leave; and
3. Are employed at a work site that has 50 or more employees within a 75-mile radius.

### **Entitlement to Basic FMLA Leave**

An eligible employee may take up to twelve (12) weeks of unpaid leave in any twelve (12) month period for any of the following reasons:

- In order to care for a newborn child in the first twelve (12) months following birth;
- In order to care for a child during the first 12 months following the placement of a child with the employee for adoption or foster care;
- In order to care for a spouse, domestic partner, child or parent who has a serious health condition
- For incapacity due to the employee's pregnancy, prenatal medical or child birth; or
- Because of the employee's own serious health condition that renders the employee unable to perform an essential function of his or her position.

For purposes of this policy, "serious health condition" means an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital or continuing treatment by a health care provider.

## Entitlement to Military Family Leave

There are two types of Military Family Leave available:

1. *Qualifying exigency leave.* Employees meeting the eligibility requirements described above may be entitled to use up to 12 weeks of their Basic FMLA Leave entitlement to address certain qualifying exigencies. Leave may be used if the employee's spouse, son, or daughter, is on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation. Qualifying exigencies may include:
  - Short-notice deployment (up to 7 days of leave)
  - Attending certain military events
  - Arranging for alternative childcare
  - Addressing certain financial and legal arrangements
  - Periods of rest and recuperation for the service member (up to 5 days of leave)
  - Attending certain counseling sessions
  - Attending post-deployment activities (available for up to 90 days after the termination of the covered service member's active duty status)
  - Other activities arising out of the service member's active duty or call to active duty and agreed upon by the company and the employee

2. *Leave to care for a covered service member.* There is also a special leave entitlement that permits employees who meet the eligibility requirements for FMLA leave to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has been rendered medically unfit to perform his or her duties due to a serious injury or illness incurred in the line of duty while on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

## Calculation Method

An employee's annual twelve (12) or twenty-six (26) week entitlement to family and medical leave will be calculated using a "rolling" calendar method. This rolling twelve-month period will be measured backward from the date an employee uses any FMLA leave. Thus, each time an employee takes FMLA leave, the remaining leave entitlement would be any balance of the twelve weeks which has not been used during the immediately preceding twelve months.

## Requesting FMLA Leave

Eligible employees are required to provide Core Campus' with at least thirty (30) days advance notice of their intention to take family or medical leave if possible. In circumstances where the need to take family or medical leave is not reasonably foreseeable, the company requires employees to provide as much advance notice as possible under the circumstances. Employees should ask their supervisors or a human resources representative for direction on giving notice.

## **Intermittent Leave**

Under certain limited circumstances, an employee may be entitled to take family or medical leave on an intermittent or reduced schedule basis, when such leave is based upon his/her own serious medical condition, or the serious medical condition of a spouse, domestic partner, child, or parent. However, intermittent leave will be authorized only if intermittent leave is medically necessary as a result of the serious health condition. Further, the company reserves the right to temporarily transfer an employee requesting intermittent or reduced schedule leave to an alternative position which better accommodates the recurring periods of leave, with no decrease in pay or benefits. The company may reclassify an employee as a regular part-time employee during approved intermittent FMLA leave at its sole discretion.

## **Paid Time Off Accrual**

All family and medical leaves of absence are without pay. Benefits accrued at the time the leave began will be retained by the employee upon return to work, provided that the benefit (e.g., paid time off) was not utilized during the leave of absence.

Employees will cease accruing paid time off at their regular monthly accrual rate for each four-week increment of FMLA leave. For example, if an employee takes 12 weeks of approved FMLA leave beginning March 15 and returns to work on June 6, he or she will not accrue any paid time off for March, April, and May. Once the employee returns to work from the FMLA leave, the employee's paid time off accruals will resume at their regular monthly rate of accrual.

Employees may utilize un-accrued paid time off during their FMLA leave which they are eligible to accrue following the FMLA leave through the remainder of the calendar year. For example, if an employee takes 12 weeks of approved FMLA leave beginning March 15 and returns to work on June 6, he or she will be able to utilize the un-accrued paid time off for July, August, September, October, November, and December during the FMLA leave. However, employees who utilize un-accrued paid time off during an FMLA leave and do not return to work following the FMLA leave will be required to repay the monetary equivalent of used but un-accrued paid time off.

Employees who are on intermittent FMLA leave will accrue paid time off at their regular monthly rate of accrual during the intermittent leave provided that they work a minimum of fifty percent (50%) of their normal work hours during the intermittent FMLA leave. Employees who work less than fifty percent (50%) of their normal work hours will not accrue paid time off at their regular monthly rate of accrual during each four-week increment of intermittent FMLA leave.

Employees will be paid for company holidays during an approved FMLA leave only if they receive payment of accrued paid time off or work intermittently immediately before and after the holiday.

## **Utilization of Paid Time Off Benefits**

Employees are required to deplete accrued paid time off during an approved FMLA leave. Utilization of any accrued paid time off cannot, however, be used to extend the maximum twelve week FMLA leave period during any rolling twelve-month period. Employees may not utilize any paid time off which they have not yet accrued.

## **Group Health Benefits**

When employees take family or medical leave of absence in accordance with this policy, the employees shall be entitled to continue their benefits under the Core Campus group health insurance plan by paying any applicable employee contribution during the family or medical leave, provided that the employee was eligible for the group health insurance plan prior to requesting the family or medical leave.

## **Duration of Leave for Employed Spouses and Domestic Partners**

Spouses and domestic partners who are both eligible for family and medical leave and who are both employed by Core Campus are permitted to take only a combined total of 12 weeks of leave during any 12-month period if the leave is taken for the birth or placement for adoption or foster care of a son or daughter, or to care for a parent with a serious health condition.

## **Status Report**

Employees are required to contact their supervisor every two weeks to report on their status and intent to return to work. Additionally, if employees are able to return to work earlier than anticipated, the employees are required to provide notice at least two business days prior to the revised date of return.

## **Certification of Health Condition**

When an employee requests medical leave based upon his or her own serious health condition or the serious health condition of his or her spouse, domestic partner, child or parent, the employee must submit an approved medical certification form, completed by the employee's or family member's health care provider, as appropriate, regarding the serious health condition. The expense of obtaining such certification is the employee's responsibility.

In addition Core Campus will require the employee to submit periodic recertification of the serious health condition. These recertifications will be required every thirty (30) days or until the minimum duration of the last certification has elapsed, whichever period is longer. Any medical certification must be returned by the employee within fifteen (15) days of the request or the company may delay the commencement or continuation of the leave until the certification is submitted.

Core Campus reserves the right to require an employee to obtain the opinion of a second health care provider, at the company's expense, with respect to any medical certification. In addition, if there is a conflict between the employee's medical certification and the opinion of a second health care provider, the company reserves the right to require a third opinion, at the company's expense, by a health care provider chosen jointly by the employee and the company. The opinion of the third, jointly chosen health care provider shall be binding on both the employee and the company.

## **Restoration to Employment**

Employees who take family or medical leave in accordance with this policy shall have the right to return to the position they held prior to the leave or, at the sole discretion of Core Campus, to an equivalent position with the same pay, benefits and terms and conditions of employment. If the nature of the leave is due to an employee's own serious health condition, the company will require a

release to return to work issued by a licensed health care provider stating that the employee is able to return to work. The cost of obtaining such a release is the responsibility of the employee.

### **Failure to Return from FMLA Leave**

Employees who have been on a family or medical leave of absence for a period of twelve (12) cumulative calendar weeks (84 days) and cannot return to work due to their continued disability, shall be removed from the company's roll of active employees and shall be administratively terminated from employment on the 85th day. Any employee benefits received from the company shall be discontinued on the date that employees are removed from the active employment roll. Employees may be entitled to continue employee benefits or exercise conversion rights in accordance with applicable law or the terms and provisions of the employee benefit plan documents.

### **Eligibility for Re-Employment**

Employees who are removed from the active employment roll pursuant to this policy shall be eligible for rehire with the company. However, employees must submit an application for employment at the time they seek to be re-employed, and will be considered along with other applicants for any available positions for which they are qualified. The company cannot guarantee re-employment to employees who are administratively terminated pursuant to this policy.

### **Nondiscrimination/Non-retaliation**

Core Campus will not interfere with, restrain or deny any employee's right to request family or medical leave in accordance with the terms and provisions of this policy. Furthermore, the company will not discriminate or retaliate against any employee for requesting family or medical leave, or for taking a family or medical leave of absence, in accordance with this policy. Employees who feel that they have been discriminated against should contact their supervisor or a human resources representative.

### **Lactation Accommodation**

In recognition of the well documented health advantages of breastfeeding for infants and mothers and as part of our family-friendly policies and benefits, the Company provides a supportive environment to enable breastfeeding employees to express their milk during work hours. Discrimination and harassment of breastfeeding mothers in any form is unacceptable and will not be tolerated.

### ***Leaves of Absence***

#### **Bereavement Leave**

In the event of a death in your immediate family, you may be allowed up to three (3) paid days per year to handle family affairs and attend the funeral. "Immediate family" is defined as including child, spouse, parents, grandparents, brothers, sisters, and parents-, brothers- or sisters-in-law.

## **Jury Duty**

We at Core Campus support employees called to fulfill their civic obligations to serve jury duty. You must provide your immediate supervisor with a copy of your jury summons as immediately as possible upon receipt.

Nonexempt employees will be granted time off for jury duty as unpaid time off, if permitted by state law. Exempt employees' regular salary will continue if the employee works any time during a week of serving. Core Campus does not pay exempt employees who serve on jury duty and do not work any during a complete workweek. Under special circumstances and approved by management, Core Campus may allow employees to borrow against un-accrued time off should their serving time last more than a week. Adequate proof of service must be provided in order to receive your regular salary during your absence for jury duty. When you return to work, you should provide your immediate supervisor with verification from the court of the number of days you served on the jury, and the amount that you were paid per day.

If released from jury duty, all employees are expected to return to work if there is at least four (4) hours remaining in your workday.

Should extraordinary circumstances exist at the time of your call to jury duty, which would make your absence severely detrimental to business operations of Core Campus, we reserve the right to contact the court to request that your service be postponed.

Please see the Addendum for your state for additional information regarding Jury Duty leave, if applicable.

## **Military Service**

Core Campus adheres to federal and state law requiring unpaid time off for employees in the military reserve training program. Employees may use accrued PTO for time spent at training, if desired. All employees in the military reserve training program should provide a copy of their report orders to their immediate supervisor as soon as possible.

## **Your Rights under USERRA - The Uniformed Services Employment and Reemployment Rights Act.**

**USERRA protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service. USERRA also prohibits employers from discriminating against past and present members of the uniformed services and applicants to the uniformed services.**

You have re-employment rights, the right to be free from discrimination and retaliation and health insurance protection. If you are affected by this Act, please see your HR Administrator for further explanation of your rights as well as you can log in to [http://www.dol.gov/vets/programs/userra/Right\\_Act4\\_2005.pdf](http://www.dol.gov/vets/programs/userra/Right_Act4_2005.pdf).

Please see the Addendum for your state for additional information regarding Military leave, if applicable.

## **Voting Leave**

If you cannot vote because of your scheduled work hours, you will be given up to three (3) hours to vote in any state or federal election. The three (3) hours shall be compensated at your regular rate of pay.

## ***Paid Holidays***

Core Campus recognizes the following as paid holidays:

- New Year's Day (January 1)
- Good Friday (Friday before Easter)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Thanksgiving (fourth Thursday in November)
- Christmas (December 25)

The company and building are open 365 days a year. A particular holiday may be allowed to be taken within 14 days, if the employee is scheduled to work that day, if approved by management. When a holiday falls on a weekend, Core Campus will designate the preceding Friday or following Monday as the observed holiday. When a holiday falls within an employee's vacation leave, the employee will not be charged for vacation hours for that day.

Regular full-time employees are paid eight (8) hours for each holiday. Temporary employees are not paid for holidays, unless they are specifically requested to work on the designated holiday. Inactive employees are not paid for company holidays.

Paid holidays do not count toward Overtime. If a holiday falls on a weekend, an employee must seek direction from his or her supervisor as to whether the employee will take the preceding Friday, the following Monday or some other agreed-upon option within the same pay period. Generally, when a holiday falls on a Saturday, the preceding Friday will be observed as the holiday, and when a holiday falls on a Sunday, the following Monday will be observed as the holiday.

## ***Paid Time Off***

Paid Time Off (PTO) is available to full-time, exempt, and nonexempt employees. Part-time and temporary employees are not eligible for PTO.

- Full-time employees with fewer than five (5) years of service accrue 15 days (120 hours) of PTO each year at an accrual rate of 4.6 hours per pay period.
- Full-time employees with more than five (5) years of service accrue 20 days (160 hours) of PTO each year at an accrual rate of 6.15 hours per pay period.
- PTO may only be utilized in 4 hour increments.
- Employees will be required to utilize PTO for all absences in excess of 4 hours.
- Unscheduled Absences - Employees will be required to use PTO for all absences in excess of 30 minutes when the absence has not been pre-approved by the immediate supervisor of the employee.

- Scheduled Absences - In cases of pre-approved absences greater than 30 minutes but less than 4 hours, employees will not be required to use PTO, but may do so if they wish.
- In the event of an absence (scheduled or unscheduled), employees will not be permitted to work additional hours outside of their normal schedule to make up for the time missed without approval from their immediate supervisor and the property manager.
- Unpaid Time Off – Once an employee has utilized their allotment of PTO for the year, they may only be permitted to take unpaid time off with the approval of their immediate supervisor. Requests for unpaid time off must be submitted in writing to their immediate supervisor. Additionally, the employee may be asked to provide documentation in order to validate their request (e.g., a doctor's note). There is no guarantee that requests for unpaid time off will be approved. The decision to approve or deny a request for unpaid time off will be made by the employee's immediate supervisor and/or the property manager.

All accrued PTO is earned each calendar year beginning with day one of an employees' first day with Core Campus. Employees are not eligible to use PTO until they have successfully completed the 90-day introductory period.

Employees may only accrue a total of 120 hours for employees with fewer than five (5) years of service and 160 hours for employees with more than five (5) years of service before using PTO. Accrued time will not be allowed to carry over from year to year. Employees may not choose to receive a payout for unused accrued time. Core Campus maintains a use it or lose it PTO policy. All PTO must be used by the end of the year or forfeited if permitted by state law.

At management's discretion, accrued PTO may be paid out at time of termination but will not be paid out to an employee terminated for cause or who failed to provide a full two-week' notice of resignation if permitted by state law. Additionally, management reserves the right to not pay accrued time to employees who are on disciplinary probation or who have received a written warning within the last 90 days. Additionally, employees do not accrue PTO if they are on an approved leave of absence.

Employees' PTO is reset each year on January 1. All requests to take PTO must be in writing and approved by management at least two weeks prior to using the PTO.

**Employees, who have used more PTO than they were eligible to accrue, meaning they have a deficit in their PTO balance, will have any deficit subtracted from their final pay at termination if permitted by state law.**

Please see the Addendum for your state for additional information regarding PTO, if applicable.

### ***Unemployment***

Employees who separate from employment with Core Campus through no fault of their own may be eligible for unemployment insurance benefits. See the Return to Work policy for additional information on this topic.

### ***Workers' Compensation***

Core Campus is insured for workers' compensation. Employees who are injured on the job at Core Campus are covered by workers' compensation insurance. It is your responsibility to immediately notify your immediate supervisor—or in the absence of your supervisor, the next available supervisor—of any injuries you sustain while on the job at Core Campus.

Workers' compensation is a no-fault system, meaning an employee injured or killed in the course and scope of his or her own employment will receive benefits such as medical treatment, lost wages and death benefits, if applicable, without regard to fault. Core Campus reserves the right to investigate whether an injury or death did in fact occur during employment before accepting liability on a claim.

The carrier governs all insurance benefits provided by the Company. These contracts shall not be limited, expanded or modified by any statements of Company personnel or Company documents. Any discrepancies shall be determined by reference to the insuring contracts.

Please see the Addendum for your state for additional information regarding Workers' Compensation insurance, if applicable.

### ***Termination of Employment***

If you resign from Company, please give at least two weeks advance written notice. If you leave the Company in good standing, you are welcome to reapply for employment any time. If you are discharged, asked to resign, or you leave without giving adequate notice, you will ordinarily not be eligible for reemployment. In the event you are re-hired, seniority for benefit purposes will start over unless otherwise approved by senior management.

If you leave the Company, either through resignation or any other type of termination, you must return any Company property in your possession, such as office keys, safety equipment, computers, supplies, etc. to your supervisor. The value of unreturned items will be deducted from your final pay and you are asked to sign a Wage Deduction Authorization Agreement at the back of this Handbook and as a condition of employment.

### **Payroll Mistakes & Corrective Procedures**

Every effort is made to ensure employee's pay is correct; however, sometimes a mistake is made. This could be in wages, time-off accrual, deductions or other. We expect employees to review each pay stub every pay period to verify its accuracy. If you believe a mistake has been made, notify your supervisor immediately. If your supervisor is unavailable or you would rather not discuss it with your supervisor, you may contact a member of senior management. A review and corrective action will be taken as soon as possible to resolve any identified issues.

## **Addendum A: Arizona Employees Only**

### ***Arizona Overtime***

Arizona employees will be paid overtime in the amount of one and one-half (1.5) times the employee's regular pay after 40-hours worked per week.

### ***Arizona Break Periods***

Nonexempt Arizona employees may take a 30-minute meal break and two (2) ten (10) minute rest breaks during each eight (8) hour shift. The meal break will be unpaid, and the rest breaks will be compensated at the employee's regular rate. However, if the nature of the work does not allow for a break(s), no break(s) will be provided.

### ***Arizona Jury Service Leave***

Nonexempt Arizona employees will not receive pay for jury duty leave, however employees may opt (but are not required) to use any accrued, unused PTO time during a jury service leave. Exempt employees will be paid for jury service leave in the manner delineated in the body of this Employee Handbook.

## **Addendum B – California Employees Only**

### ***California Overtime***

The Company complies with all applicable federal and state with regard to payment of overtime work. Non-exempt employees will be paid overtime (one and one-half times the regular rate of pay) for all hours worked over eight (8) in one work day, over forty (40) in one work week and for the first eight (8) hours of work performed on the seventh consecutive work day in one work week.

Employees are required to work overtime when assigned. Any overtime you work must be authorized by management, in advance. Working unauthorized overtime or refusal or unavailability to work overtime is not acceptable work performance, subject to discipline including but not limited to termination.

### **Core CampusCore CampusCore CampusCore CampusCore CampusCore CampusDay of Rest Overtime**

Core Campus will pay overtime at the rate of one and one-half (1½) times the regular rate of pay for the first eight (8) hours worked on the seventh consecutive workday in any workweek, without regard to the total number of hours worked in the previous six (6) days. Overtime is paid at the rate of double the regular rate of pay for every hour worked after the completion of eight (8) hours worked on the 7th consecutive workday in any workweek.

### ***California Paid Time Off (PTO) Policy***

All California employees are entitled to pay for unused, accumulated PTO (to be calculated on a daily pro rata basis) upon separation of employment, regardless of the circumstances surrounding the employment separation.

In addition, the “use it or lose it” PTO provision delineated in the body of the handbook does not apply to California employees. California employees are permitted to carry over accrued, unused PTO time from one year to the next.

### ***California Reporting Time Pay***

Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half of his or her usual day’s work Core Campus will pay for half the usual or scheduled day’s work. In no event shall the amount paid be less than two (2) hours or more than four (4) hours. Core Campus will pay at the employee’s regular rate of pay.

If an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work, Core Campus will pay for two (2) hours at the employee’s regular rate of pay.

The reporting time pay provisions are not applicable when:

1. Operations cannot commence or continue due to threats to employees or property; or when recommended by civil authorities;
2. Public utilities fail to supply electricity, water, or gas, or there is a failure in the public utilities, or sewer system; or
3. An Act of God or other cause not within the employer's control causes the interruption of work.

### ***California Break Periods***

Core Campus will provide a meal period of at least 30 minutes after five (5) hours of work. When the work period is six (6) hours or less, the meal period may be waived by mutual consent of both the employer and employee. When the work period is ten (10) hours per day, a second meal period of at least 30 minutes will be provided. If the total hours worked is 12 hours or less, the second meal period may be waived by mutual consent of the company and the employee only if the first meal period was not waived.

If the nature of the work prevents relief from all duties, then the on-duty meal period will be compensated. If an employee is required to eat on the worksite, the company will provide a suitable place for the break. For each day that a meal period is not provided, Core Campus will pay the employee for one additional hour of work at the employee's regular rate.

Core Campus will permit all employees to take rest periods, as far as practicable, in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours. However, a rest period will not be authorized for employees whose total daily work time is less than three and one-half (3-1/2) hours. Authorized rest period time will be counted as hours worked for which there shall be no deduction from wages.

### ***California Jury Duty***

Nonexempt California employees will not receive pay for jury duty leave, however employees may opt (but are not required) to use any accrued, unused PTO time during a jury service leave. If Core Campus is contracting with Los Angeles County at the time of the jury service leave request, the company will provide up to five (5) days of jury duty leave with pay.

Exempt employees will be paid for jury service leave in the manner delineated in the body of this Employee Handbook.

If you are summoned to report for jury duty, you will be granted a leave of absence without pay when you notify and submit a copy of the original summons for jury duty to your supervisor. The Company reserves the right to request that you seek to be excused from or request postponement of jury service if the absence from work would create a hardship to the Company.

Any fees received for jury duty, including travel fees, are to be retained by you. You are to report to work on any day, or portion thereof that is not actually spent in the performance of jury service. For each week of jury duty, a certificate of jury service shall be certified by the Court and filed with the Company no later than Wednesday of the following week.

## ***California Pregnancy Disability Leave Act***

The Pregnancy Disability Leave (PDL) Act allows an employee who is disabled due to pregnancy; childbirth or related medical conditions to take a pregnancy-related disability leave for the period of actual disability, up to a maximum of four months. The duration of the leave is determined by the employee's physician. Part-time employees are entitled to leave on a prorated basis. Extensions of pregnancy disability leave are granted under limited circumstances.

Employees who take leave for pregnancy, childbirth or a related medical condition will be treated like an employee with any other disability and will be eligible for temporary disability benefits in the same amount as any other employee on leave.

Regular and temporary full- and part-time employees of the Company are eligible for pregnancy leave without regard to length of employment.

Upon request of the employee and recommendation of the employee's physician, the employee's work assignment may be changed to protect the health and safety of the employee and her child. Temporary transfers due to health considerations will be granted when possible. However, the transferred employee will receive the pay that accompanies the job, as is the case with any other temporary transfer due to temporary health reasons.

Core Campus provides pregnancy disability leaves of absence without pay to eligible California team members who are temporarily unable to work due to a disability related to pregnancy, childbirth, or related medical conditions. The Act allows eligible California employees to take up to 88 workdays (4 months) as needed for prenatal care, sickness related to the pregnancy, childbirth, and recovery. Leave is only available where the employee's ability to work is impaired, and the company will require proof (such as a letter from a physician) prior to granting leave. Eligible California employees should make requests for pregnancy disability leave to their supervisors and Human Resources at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events. A health care provider's statement must be submitted verifying the need for pregnancy disability leave and its beginning and expected ending dates. Any changes in this information should be promptly reported to Core Campus. Employees returning from pregnancy disability leave must submit a health care provider's verification of their fitness to return to work.

Employees are normally granted unpaid leave for the period of the disability, up to a maximum of four months. Employees may substitute any accrued PTO for unpaid leave as part of the pregnancy disability leave period. Subject to the terms, conditions, and limitations of the applicable plans, Core Campus will continue to provide any company-sponsored insurance benefits for the full period of the approved pregnancy disability leave. So that an employee's return to work can be properly scheduled, an employee on pregnancy disability leave is requested to provide the company with at least two weeks' advance notice of the date she intends to return to work. When a pregnancy disability leave ends, the employee will be reinstated to the same position, if it is available, or to an equivalent position for which the team member is qualified, unless either the employee would not otherwise have been employed for legitimate business reasons or the means of preserving the job would substantially undermine the ability to operate Core Campus safely and efficiently. If an employee fails to return to work on the agreed-upon return date, Core Campus will assume that the employee has resigned.

## ***California Family Leave Insurance***

All employees are eligible for disability insurance benefits when an illness, injury or pregnancy-related disability prevents them from working and they meet all the eligibility requirements.

The benefits are calculated as a percentage of your salary up to a weekly maximum as specified by law, for up to 52 weeks.

Employees who apply for this benefit must provide written notice of disability, including a doctor's certificate stating the nature of the disability and your expected date of return to work.

You are responsible for filing your claim and other forms promptly and accurately with the Employment Development Department. A claim form may be obtained from the Employment Development Department by telephone, letter or in person.

The cost of this insurance is fully paid by the employee.

## ***Paid Family Leave***

The State of California may provide partial wage benefits to eligible employees for up to a maximum of six weeks for the following reasons:

- To bond with a new child after birth or placement for adoption or foster care;
- To care for a serious health condition of an employee's child, parent, spouse, or registered domestic partner.

The Paid Family Leave Act provides benefits based on past quarter earnings for up to six weeks in a 12-month period. The cost of the insurance is fully paid by the employee. The 12-month period begins on the first day an employee submits a claim.

To be eligible for benefits, employees may be required to provide medical and/or other information that supports a claim for time off to bond with a new child or to care for a child, parent, spouse or registered domestic partner with a serious health condition. In addition, there is a seven-calendar-day waiting period before benefits begin.

You are responsible for filing your claim for family leave insurance benefits and other forms promptly and accurately with the Employment Development Department. A claim form may be obtained from the Employment Development Department by telephone, letter, the Internet or in person. All eligibility and benefit determinations are made by the Employment Development Department.

California employees are eligible to receive disability insurance payments from the state for lost wages during extended periods of family and medical leave. The insurance payments will be

available for up to six (6) weeks in a 12-month period while an employee is caring for a newborn, a newly adopted child, or ill family member. Employees will receive the lesser of fifty-five percent (55%) of their wages or \$728 per week. Even if an employee is not eligible for statutory family and medical leave protection, and is terminated for taking extended leave, the employee will still be eligible for up to six (6) weeks of reduced wages through insurance payments. The insurance program is funded by payroll deductions.

## ***California Family Rights Act***

### ***Family Medical Leave and California Family Rights Act***

The federal Family & Medical Leave Act of 1993 (FMLA) as amended in 2008 and the California Family Rights Act requires employers with 50 or more employees to provide eligible employees with unpaid leave. The following provides a general overview of two types of leave available, including the basic 12-week leave entitlement (Basic FMLA/CFRA Leave), as well as the military family leave entitlements (Military Family Leave) described in this policy.

Employees are eligible for FMLA/CFRA leave if they:

4. Have worked for the company for at least 12 months in the last 7 years;
5. Have worked at least 1,250 hours for the company during the 12 calendar months immediately preceding the request for leave; and
6. Are employed at a work site that has 50 or more employees within a 75-mile radius.

Basic FMLA/CFRA Leave. Employees who meet the eligibility requirements described above are eligible to take up to 12 weeks of unpaid leave during any 12-month period for one of the following reasons:

1. To care for the employee's son or daughter during the first 12 months following birth;
2. To care for a child during the first 12 months following placement with the employee for adoption or foster care;
3. To care for a spouse, son, daughter, or parent ("covered relation") with a serious health condition;
4. For incapacity due to the employee's pregnancy, prenatal medical or child birth; or
5. Because of the employee's own serious health condition that renders the employee unable to perform an essential function of his or her position.

Military Family Leave. There are two types of Military Family Leave available:

2. *Qualifying exigency leave.* Employees meeting the eligibility requirements described above may be entitled to use up to 12 weeks of their Basic FMLA Leave entitlement to address certain qualifying exigencies. Leave may be used if the employee's spouse, son, or daughter, is on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation. Qualifying exigencies may include:
  - Short-notice deployment (up to 7 days of leave)

- Attending certain military events
  - Arranging for alternative childcare
  - Addressing certain financial and legal arrangements
  - Periods of rest and recuperation for the service member (up to 5 days of leave)
  - Attending certain counseling sessions
  - Attending post-deployment activities (available for up to 90 days after the termination of the covered service member's active duty status)
  - Other activities arising out of the service member's active duty or call to active duty and agreed upon by the company and the employee
3. *Leave to care for a covered service member.* There is also a special leave entitlement that permits employees who meet the eligibility requirements for FMLA leave to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has been rendered medically unfit to perform his or her duties due to a serious injury or illness incurred in the line of duty while on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

After the leave, the employee must be restored to the same or essentially-same position held before the leave. Health care benefits will be maintained during the leave.

A private California employer with 50 or more employees must allow an individual who has been employed with the employer for more than 12 months and who has performed at least 1,250 hours of work to take up to a total of 12 workweeks in any 12-month period for family care and medical leave. Family care and medical leave includes the birth of a child of the employee or employee's life partner, the adoption of a child, or the serious health condition of a child of the employee. Leave to care for a parent, spouse, or life partner, who has a serious health condition, or leave because of an employee's own serious health condition are also acceptable.

Core Campus will not pay for leave time unless the employee uses PTO benefits for that time. Core Campus requires that the employee use all accrued PTO before receiving medical leave. Core Campus will reinstate an employee who takes leave to the same or an equivalent position upon return. Leave will not affect the accrual of PTO.

Leave may be taken on an intermittent or reduced schedule basis if it is required for the care of a family member with a serious medical condition. The basic minimum duration of a California family leave request is two (2) weeks when the leave is taken for the birth, adoption, or foster-care placement of a child. However, Core Campus will grant a request for such a leave of less than two (2) weeks duration on any two occasions. In addition, leave taken for the birth, adoption, or foster-care placement of a child must be completed within one (1) year of the qualifying event. Note that the federal Family and Medical Leave Act (FMLA) only allows intermittent leave for the birth or placement of a child when the employer agrees to the same.

If foreseeable, an employee should provide Core Campus with 30 days advance notice of the intent to take medical leave. An employee should also request eligibility confirmation from Core Campus prior to taking medical leave. Core Campus may request certification from a licensed physician concerning an employee's serious medical condition but may not require the employee to divulge the exact condition or illness.

## ***California School Leave***

If an employee who is the parent or guardian of a child who is suspended is required to appear at the child's school, the employee may take time off without pay if they provide reasonable advance notice to their manager of the need for time off.

Employees, who are the parent, guardian, or grandparent having custody of children in grades K-12, or of children attending a licensed daycare facility, are allowed up to 40 hours of leave without pay per calendar year to participate in activities of their child's school or day care facility unless employed at a worksite with less than 25 employees. This leave should not exceed eight hours in any calendar month. Requests for such leave must be made in advance of the planned absence and employees must provide documentation from the school or day care facility as proof of their participation in school or day care activities.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

California employees working at a location with 25 or more employees will be granted leave time of up to 40 hours each year to participate in activities of their child's school or licensed child care facility. Such leave time will be granted to parents, guardians, or grandparents with custody of one or more children in a licensed childcare facility, kindergarten, or grades 1 to 12. Such leave may not exceed eight (8) hours in any calendar month of the year. The employee, prior to taking the time off, must give reasonable notice to Core Campus of the planned absence. The employee must use available vacation leave for school visitation, and must take leave without pay if no paid leave is available.

Core Campus will also grant leave to California employees working at a location with 25 or more Core Campus employees to appear in school for a child that is suspended.

## ***Core CampusCore CampusCore CampusCore CampusCore CampusFamily Military Leave***

An employee who works an average of 20 or more hours per week whose spouse is a member of the Armed Forces, National Guard or Reserves that has been deployed during a period of military conflict is eligible to receive up to 10 unpaid days off when their spouse is on leave from military deployment.

You must provide your supervisor with notice of your intention to take leave within two business days of receiving official notice that your spouse will be on leave from deployment. Employees taking family military leave must also provide the Company with written documentation certifying their spouse will be on leave from deployment.

## ***Victims of Domestic Violence Leave***

The Company will not discriminate against employees who are victims of domestic violence or sexual assault for taking time off from work to obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help

ensure the health, safety, or welfare of a victim or his or her child.

The Company will also not discriminate against an employee who is a victim of domestic violence or sexual assault for taking time off from work to seek medical attention for injuries caused by such domestic violence or sexual assault, to obtain services from a domestic violence or sexual assault program, to obtain psychological counseling related to the domestic violence or sexual assault, or to participate in actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation.

Affected employees must give the Company reasonable notice that they are required to be absent for a purpose stated above, except for unscheduled or emergency court appearances or other emergency circumstances. In such a case, the Company will take no action against affected employees if, within a reasonable time after the appearance, they provide the Company with documentary evidence that their absence was required for any of the above reasons.

This leave will be unpaid. However, affected employees may use any unused PTO time.

### ***Victims of Felony Crime Leave***

The Company will grant reasonable and necessary leave from work without pay, to employees who are victims, or whose spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, stepfather, registered domestic partner, or child of a registered domestic partner is a victim of a violent or serious felony or felonious theft or embezzlement, for the purposes of attending legal proceedings related to the crime.

Affected employees may elect to use unused PTO in lieu of unpaid leave.

When feasible, affected employees must provide the Company with advance notice of the employee's need for leave, including a copy of the notice of the scheduled proceeding. If advance notice is not feasible, affected employees must provide documentation evidencing the legal proceeding requiring the employee's absence within a reasonable time after leave is taken.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

### ***Bone Marrow Donation Leave***

Employees will be granted up to five (5) working days of paid time off for the purpose of donating bone marrow. Employees are required to utilize any PTO, but if this leave has been exhausted, the Company will continue to pay your regular wages for up to five (5) working days. Exempt employees will continue to receive their full salary in compliance with state and federal regulations.

### ***Organ Donation Leave***

Employees who donate an organ to another will be granted up to thirty (30) days of paid

leave for this purpose. Employees are required to utilize any PTO, but if this leave has been exhausted, the Company will continue to pay your regular wages for up to thirty (30) days. Exempt employees will continue to receive their full salary in compliance with state and federal regulations.

### ***Civic Duty Leave***

If you are participating as a volunteer firefighter, reserve duty police officers and emergency rescue personnel, please alert your supervisor so that they may be aware that you may have to take (unpaid) time off for emergency duty. In the event that you need to take time off for emergency duty, please alert your supervisor before doing so whenever possible.

### ***Rehabilitation Leave***

Our company is committed to providing assistance to our employees. Any employee who wishes to voluntarily enter and participate in an alcohol and/or drug rehabilitation program may be granted a reasonable accommodation. This accommodation may include time off without pay and/or an adjusted work schedule provided the accommodation does not impose an undue hardship on the corporation. In general, it is your responsibility to notify your manager of the need for accommodation.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

This policy does not prevent the Company from refusing to hire or disciplining, up to and including discharge, an employee who, because of the current use of alcohol or drugs, is unable to perform his or her duties or cannot perform the duties in a manner that would not endanger his or her health or safety or the health or safety of others.

### ***Witness Leave***

If you are requested to serve as a witness on behalf of the Company, you will be granted a witness leave at regular pay for such time as it is necessary to comply with the request. Paid witness leave shall not be granted to an employee subpoenaed as an expert witness, as a party in a case, or as a lay witness other than as delineated above.

## **Addendum C – Georgia Employees Only**

### ***Georgia Overtime***

Georgia employees will be paid overtime in the amount of one and one-half (1.5) times the employee's regular pay after 40-hours worked per week.

### ***Georgia Break Periods***

Nonexempt Georgia employees may take a 30-minute meal break and two (2) ten (10) minute rest breaks during each eight (8) hour shift. The meal break will be unpaid, and the rest breaks will be compensated at the employee's regular rate. However, if the nature of the work does not allow for a break(s), no break(s) will be provided.

### ***Georgia Jury Service Leave***

Core Campus will provide compensation to Georgia employees while serving on jury duty. Georgia employees are required to provide the company reasonable notice that the employee will be absent due to such service.

Core Campus

Continuation of Benefits

Under the state of Georgia's continuation of benefits program, similar to the federal Consolidated Omnibus Budget Reconciliation Act (COBRA), employees may be allowed to continue their health insurance benefits, at the employee's expense, for up to 3 months after either voluntary or involuntary termination, if the employer has between 2-19 employees.

To qualify for COBRA continuation coverage, an employee must have a qualifying event that causes the employee to lose group health coverage. The following are qualifying events for:

#### Employees

- Voluntary or involuntary termination of employment for reasons other than gross misconduct
- Reduction in numbers of hours worked

#### Spouses

- Loss of coverage by the employee because of one of the qualifying events listed above
- Covered employee becomes eligible for Medicare
- Divorce or legal separation of the covered employee
- Death of the covered employee

#### Dependent Children

- Loss of coverage because of any of the qualifying events listed for spouses
- Loss of status as a dependent child under the plan rules

In order to qualify, employees must have had coverage under the policy for at least 6 months and excludes employees that were terminated due to misconduct. Extension of benefits must be offered to individuals over

the age of 60.

## **Addendum D: Illinois Employees Only**

### **Continuation of Benefits**

Under the state of Illinois's continuation of benefits program, similar to the federal Consolidated Omnibus Budget Reconciliation Act (COBRA), employees may be allowed to continue their health insurance benefits, at the employee's expense, for up to 12 months and dependents for up to 2 years after either voluntary or involuntary termination, if the employer has between 2-19 employees.

To qualify for COBRA continuation coverage, an employee must have a qualifying event that causes the employee to lose group health coverage. The following are qualifying events for:

#### Employees

- Voluntary or involuntary termination of employment for reasons other than gross misconduct
- Reduction in numbers of hours worked

#### Spouses

- Loss of coverage by the employee because of one of the qualifying events listed above
- Covered employee becomes eligible for Medicare
- Divorce or legal separation of the covered employee
- Death of the covered employee

#### Dependent Children

- Loss of coverage because of any of the qualifying events listed for spouses
- Loss of status as a dependent child under the plan rules

### ***Illinois Overtime***

Illinois employees will be paid overtime in the amount of one and one-half (1.5) times the employee's regular pay after 40-hours worked per week.

### ***Illinois Paid Time Off (PTO) Policy***

All Illinois employees are entitled to pay for earned, unused PTO (to be calculated on a daily pro rata basis) upon separation of employment, regardless of the circumstances surrounding the employment separation.

### ***Illinois Break Periods***

Illinois employees may take a 30-minute meal break and two (2) ten (10) minute rest breaks during each eight (8) hour shift. The meal break is mandatory, unpaid (for nonexempt employees), and will begin no later than five (5) hours after the start of an employee's work period. The rest breaks will be compensated at the employee's regular rate. However, if the nature of the work does not allow for rest break(s), no rest break(s) will be provided.

employees working for seven and one-half (7½) continuous hours or longer must be given at least 20 minutes for a meal period, which can begin no later than five (5) hours after the start of an employee's work period. Meal breaks of less than 20 minutes are considered "hours worked" and must be paid. This provision is inapplicable to employees for whom meal periods are established through a collective bargaining process.

### ***Illinois Jury Service Leave***

Nonexempt Illinois employees will not receive pay for jury duty leave, however employees may opt (but are not required) to use any accrued, unused PTO time during a jury service leave.

Exempt employees will be paid for jury service leave in the manner delineated in the body of this Employee Handbook.

## **Addendum E: Indiana Employees Only**

### ***Indiana Overtime***

Indiana employees will be paid overtime in the amount of one and one-half (1.5) times the employee's regular pay after 40-hours worked per week.

### ***Indiana Jury Service Leave***

Nonexempt Indiana employees will not receive pay for jury duty leave, however employees may opt (but are not required) to use any accrued, unused PTO time during a jury service leave.

Exempt Indiana employees will be paid for jury service leave in the manner delineated in the body of this Employee Handbook.

### ***Indiana Military Leave for Family Members***

An Indiana employee who is the child, spouse, parent, or sibling of an individual who is ordered to active duty will be provided an unpaid leave of absence of up to ten (10) working days during a 12-month period during one or more of the following periods:

- (1) During the thirty (30) days before active duty orders are in effect;
- (2) During a period in which the person ordered to active duty is on leave while active duty orders are in effect; or
- (3) During the thirty (30) days after the active duty orders are terminated.

During this leave of absence, the company will continue the Indiana employee's healthcare benefits at the employee's expense and reinstate the employee when the leave ends. In order to be eligible for this leave, the Indiana employee must:

1. Work for an employer of at least 50 people,
2. Have been employed by the company for at least 12 months,
3. Have worked at least 1,500 hours during the 12 months before the leave begins, and
4. Be the child, spouse, parent, grandparent, or sibling of a person who is ordered to full-time active duty for a period that exceeds 89 calendar days.

An Indiana employee may only take a maximum of 10 (ten) days off per year pursuant to this policy regardless of how many relatives are ordered to active duty. However, an Indiana employee who is the child of a person who is ordered to active duty will be entitled to an unpaid leave of absence before, during and after the active duty period each calendar work year, not to exceed ten (10) working days.

The Indiana employee must give the company at least 30 days' notice before the leave begins.

## **Addendum F: Iowa Employees Only**

### ***Iowa Overtime***

Iowa employees will be paid overtime in the amount of one and one-half (1.5) times the employee's regular pay after 40-hours worked per week.

### ***Continuation of Benefits***

Under the state of Iowa's continuation of benefits program, similar to the federal Consolidated Omnibus Budget Reconciliation Act (COBRA), employees may be allowed to continue their health insurance benefits, at the employee's expense, for up to 9 months after either voluntary or involuntary termination, if the employer has between 2-19 employees.

To qualify for COBRA continuation coverage, an employee must have a qualifying event that causes the employee to lose group health coverage. The following are qualifying events for:

#### Employees

- Voluntary or involuntary termination of employment for reasons other than gross misconduct
- Reduction in numbers of hours worked

#### Spouses

- Loss of coverage by the employee because of one of the qualifying events listed above
- Covered employee becomes eligible for Medicare
- Divorce or legal separation of the covered employee
- Death of the covered employee

#### Dependent Children

- Loss of coverage because of any of the qualifying events listed for spouses
- Loss of status as a dependent child under the plan rules

### ***Iowa Jury Service Leave***

Nonexempt Iowa employees will not receive pay for jury duty leave, however employees may opt (but are not required) to use any accrued, unused PTO time during a jury service leave.

Exempt Iowa employees will be paid for jury service leave in the manner delineated in the body of this Employee Handbook.

## **Addendum G: Michigan Employees Only**

### ***Michigan Overtime***

Michigan employees will be paid overtime in the amount of one and one-half (1.5) times the employee's regular pay after 40-hours worked per week.

### ***Michigan Paid Time Off (PTO) Policy***

All Michigan employees will be paid for earned, unused PTO (to be calculated on a daily pro rata basis) upon separation of employment, regardless of the circumstances surrounding the employment separation.

### ***Michigan Jury Service Leave***

Nonexempt Michigan employees will not receive pay for jury duty leave, however employees may opt (but are not required) to use any accrued, unused PTO time during a jury service leave.

On any day a Michigan employee serves on jury duty, the company will not require the employee to work any number of hours during such day which, if added to the number of hours which the employee spends on jury duty during that day, exceeds the number of hours normally worked by the employee.

## **Addendum H: South Carolina Employees Only**

### ***South Carolina Overtime***

South Carolina employees will be paid overtime in the amount of one and one-half (1.5) times the employee's regular pay after 40-hours worked per week.

### ***South Carolina Jury Service Leave***

Nonexempt South Carolina employees will not receive pay for jury duty leave, however employees may opt (but are not required) to use any accrued, unused PTO time during a jury service leave.

## **Addendum I: Texas Employees Only**

### ***Texas Overtime***

Texas employees will be paid overtime in the amount of one and one-half (1.5) times the employee's regular pay after 40-hours worked per week.

### ***Texas Jury Service Leave***

Nonexempt Texas employees will not receive pay for jury duty leave; however employees may opt to use any accrued, unused PTO time during a jury service leave.

## **Addendum J: Mississippi Employees Only**

### ***Mississippi Jury Service Leave***

Nonexempt Mississippi employees will not receive pay for jury duty leave; however employees may opt to use any accrued, unused PTO time during a jury service leave.

### ***Mississippi Overtime***

Mississippi employees will be paid overtime in the amount of one and one-half (1.5) times the employee's regular pay after 40-hours worked per week.

### ***Continuation of Benefits***

Under the state of Mississippi's continuation of benefits program, similar to the federal Consolidated Omnibus Budget Reconciliation Act (COBRA), employees may be allowed to continue their health insurance benefits, at the employee's expense, for up to 12 months after either voluntary or involuntary termination, if the employer has between 2-19 employees.

To qualify for COBRA continuation coverage, an employee must have a qualifying event that causes the employee to lose group health coverage. The following are qualifying events for:

#### Employees

- Voluntary or involuntary termination of employment for reasons other than gross misconduct
- Reduction in numbers of hours worked

#### Spouses

- Loss of coverage by the employee because of one of the qualifying events listed above
- Covered employee becomes eligible for Medicare
- Divorce or legal separation of the covered employee
- Death of the covered employee

#### Dependent Children

- Loss of coverage because of any of the qualifying events listed for spouses
- Loss of status as a dependent child under the plan rules

## **Addendum K: Oregon Employees Only**

### ***Oregon Break Periods***

You are entitled to take a non-compensated meal period each workday of at least thirty (30) minutes each work day of six or more hours. The break should be taken between the 2nd and 5th hour of a 7-hour or less workday or the 3rd and 6th hours of a workday longer than seven (7) hours.

Employees are entitled to a ten minute rest period during each half of the work day.

## ***Oregon Jury Service Leave***

Nonexempt Colorado employees will receive pay for jury duty leave up to \$50 per day for the first 3 days; however employees may opt to use any accrued, unused PTO time during a jury service leave.

## ***Oregon Paid Time Off (PTO) Policy***

All Colorado employees will be paid for earned, unused PTO (to be calculated on a daily pro rata basis) upon separation of employment, regardless of the circumstances surrounding the employment separation.

## ***Oregon Overtime***

Colorado employees will be paid overtime in the amount of one and one-half (1.5) times the employee's regular pay after 40-hours worked per week and 12 hours per day, or 12 consecutive hours – whichever benefits the employee the most.

## ***Continuation of Benefits***

Under the state of Oregon's continuation of benefits program, similar to the federal Consolidated Omnibus Budget Reconciliation Act (COBRA), employees may be allowed to continue their health insurance benefits, at the employee's expense, for up to 18 months after either voluntary or involuntary termination, if the employer has between 2-19 employees.

To qualify for COBRA continuation coverage, an employee must have a qualifying event that causes the employee to lose group health coverage. The following are qualifying events for:

### Employees

- Voluntary or involuntary termination of employment for reasons other than gross misconduct
- Reduction in numbers of hours worked

### Spouses

- Loss of coverage by the employee because of one of the qualifying events listed above
- Covered employee becomes eligible for Medicare
- Divorce or legal separation of the covered employee
- Death of the covered employee

### Dependent Children

- Loss of coverage because of any of the qualifying events listed for spouses
- Loss of status as a dependent child under the plan rules

## **CLOSING STATEMENT**

Core Campus values every employee. We believe that effective communication between the employer and employees is essential for the success of any organization. Our open door policy welcomes ideas, suggestions, and complaints from every employee. We are dedicated to providing the highest quality care to our employees. In order to do this, we feel that we must first provide a supportive atmosphere for our staff. Teamwork and a positive attitude will serve all employees well.

# Receipt and Acceptance of Core Campus Employee Handbook

## Instructions:

This employee handbook has been prepared for your information and understanding of the policies and practices of Core Campus. Please read it carefully. Please take special note of any addendums that may affect a particular state you reside and work in. Once you have thoroughly read the handbook, please sign the statement below and return it to your supervisor.

## Acknowledgement:

I, \_\_\_\_\_, have received and read a copy of the Employee Handbook that outlines the goals, policies, benefits and expectations of Core Campus of Austin, as well as my responsibilities as an employee.

I have familiarized myself with the contents of this handbook. By my signature below, I acknowledge, understand, accept and agree to comply with the information contained in this Employee Handbook. I understand this handbook is not intended to cover every situation that may arise during my employment, but rather is a general guide to the goals, policies, practices, benefits and expectations of the organization.

It is specifically understood and agreed that the Handbook is for informational purposes only and is not intended to create a contract, nor is it a contract, of employment or continuing employment between myself and the Company. It is further understood that neither the Handbook nor any policy of the Company is a guarantee or promise of employment or continuing employment.

I understand that I am not being hired for any definite period of time even though my wages are paid regularly. I further understand that I am an at-will employee and my employment can be terminated at any time, with or without cause and with or without prior notice either by the Company or myself. No promises or representations have been made to me that I can be disciplined or discharged from my employment with the Company only under certain circumstances or after certain events.

Company policy requires all employees to be hired at-will and this policy cannot be changed except by a written document signed by me and an appropriate officer of the Company, specifically changing my at-will employment status. I have neither been requested nor have I signed any such document.

My at-will employment status with the Company has been fully explained and I have been given an opportunity to ask any questions regarding Company policies and my at-will employment status. No representative of the Company has made any promise or other statements implying employment will be other than what has been stated above.

\_\_\_\_\_  
(Employee Signature)

\_\_\_\_\_  
(Date)

Please return by: \_\_\_\_\_

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# Receipt and Acceptance of Core Campus Anti-Harassment Policy

**Instructions:**

Once you have read the anti-harassment policy contained in this handbook, please sign the statement below and return it to your supervisor.

**Acknowledgement:**

I, \_\_\_\_\_, have received and read the anti-harassment policy adopted by Core Campus, and I understand the terms and definitions of the anti-harassment policy.

\_\_\_\_\_  
(Employee Signature)

\_\_\_\_\_  
(Date)

Please return by: \_\_\_\_\_

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## Video Surveillance Policy Acknowledgement

I have been made aware that certain areas of buildings owned/managed Core Campus are under video surveillance. I am aware that some areas of surveillance may be obvious to me while other areas may not be obvious. I understand that my actions (as witnessed via the surveillance equipment) in violation of the employee handbook or other policies will result in disciplinary action up to and including termination. I understand that certain areas of video surveillance may be recorded.

I am aware that no video surveillance exists in any restroom, resident room, or tanning bedroom.

I further understate that the Video Surveillance system and all of its components (including video tapes, digital media, etc.) are owned by the company. No individual is permitted to duplicate, remove or upload any video surveillance material without the expressed written consent of the company's President.

### **Acknowledgement:**

I, \_\_\_\_\_, have received and read the anti-harassment policy adopted by Core Campus and I understand the terms and definitions of the anti-harassment policy.

\_\_\_\_\_  
(Employee signature)

\_\_\_\_\_  
(Date)

Please return by: \_\_\_\_\_

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## **Authorization for Core Campus to Make Deductions from Wages**

I understand and agree that my employer, CAMPUS ACQUISITIONS'S, may deduct money from my pay from time to time for reasons that fall into the following categories and notify me of any deductions:

1. My share of the premiums for CAMPUS ACQUISITION'S group medical/dental plan or other health plans including but not limited to any cafeteria plan or H.S.A. contributions I participate in;
2. Any contributions I may make into a retirement or pension plan sponsored, controlled, or managed by CORE CAMPUS or, any contributions made on my behalf with such payments considered an advance of wages to me;
3. Installment payments on loans or wage advances given to me by CORE CAMPUS, and if there is a balance remaining when I leave the CORE CAMPUS, the balance of such loans or advances;
4. If I receive an overpayment of wages for any reason, repayment of such overpayments to CORE CAMPUS; of such overpayments (the deduction for such repayment will equal the entire amount of the overpayment, unless the Company and I agree in writing to a series of smaller deductions in specified amounts and, the deduction does not take me below minimum wage)
5. The cost to the company of personal long-distance calls I may make using CORE CAMPUS equipment or on CORE CAMPUS accounts, or personal faxes sent by me using company equipment or company accounts, or for non-work related access to the Internet or other computer networks by me using company equipment or company accounts;
6. The cost of any software programs I download and was not authorized by a company official to do so or for any non-work related access to the Internet or other computer networks by me using Company equipment or Company accounts for personal use.
7. The cost of repairing or replacing any CORE CAMPUS supplies, materials, equipment, money, or other property that I may damage (other than normal wear and tear), lose, fail to return, or take without appropriate authorization from CORE CAMPUS during my employment; fair market value will be used to determine cost of equipment and I agree to this determination made by the Company. (Except in the case of misappropriation of money by me, I understand that no such deduction will take my pay below minimum wage.)
8. The reasonable cost or fair value, whichever is less, of meals, lodging, and other facilities furnished to me by CORE CAMPUS in connection with my employment but was not a reimbursable expense by the Company but where the company may have incurred these expenses on my behalf; and

9. If I take Paid Time off of any kind in advance of the date I would normally be entitled to it and I separate from CORE CAMPUS before accruing time to cover such advance leave, the value of such leave taken in advance that is not so covered.
10. The cost of each uniform at \$25 each of not returned at time of termination in reusable condition. Additionally, the cost of company uniforms and of cleaning the uniforms during my employment;
11. The cost of keys and access cards not returned at \$200 per key/access card.
12. Administrative fees in connection with court-ordered garnishments or legally-required wage attachments of my pay, limited in extent to the amount of amounts allowed under applicable laws.

I agree that CORE CAMPUS may deduct money from my pay under the above circumstances, or if any of the above situations occur. I further understand that the Company has stated its intention to abide by all applicable federal and state wage and hour laws and that if I believe that such a law has not been followed, I have the right to file a wage claim with the appropriate state or federal agency.

\_\_\_\_\_ (Employee signature & Date)

\_\_\_\_\_ (Signature of CORE CAMPUS Rep.)

