

OFFUTT AIR FORCE BASE MILITARY HOUSING LEASE

This "Offutt Air Force Base Military Housing Lease" (the "Lease") is made and entered into on the _____ day of _____, 200__, between AMERICA FIRST PROPERTIES MANAGEMENT COMPANY, LLC, a Delaware limited liability company (hereinafter referred to as "Leasing Agent" or "Landlord" or "America First Communities (AFC)"), on behalf of OFFUTT AFB AMERICA FIRST COMMUNITIES, LLC, a Nebraska limited liability company, (hereinafter referred to as the "Owner") and Name: _____ Rank: _____, Pay Grade: _____, hereinafter referred to as "Target Resident," "Eligible Resident," or "Resident." A Resident is a service member authorized to reside in Offutt AFB's family housing or a person approved by the Installation Commander.

Resident:

- DOES receive Basic Allowance for Housing (BAH) WITH Dependent rate;
- DOES receive Basic Allowance for Housing (BAH) WITHOUT Dependent rate and Addendum A applies; or
- DOES NOT receive Basic Allowance for Housing (BAH) and Addendum B applies.

Section 1. LEASED PREMISES. In consideration of mutual promises made, the Landlord hereby leases to Resident and Resident hereby leases from Landlord, the housing unit (the "Premises") with the following address at Offutt Air Force Base (the "Installation") located in _____, Sarpy County, Nebraska:

Building _____ Street Address _____
Unit No. _____ City _____ State _____ Zip Code _____

The Premises are designated with the following specific grade category:

Section 2. LEASE TERM. This Lease shall be for a term of _____ month(s) beginning on the _____ day of _____, 200____, and ending on the _____ day of _____, 200____ (the "Lease Term" or "Term") at which time this Lease will revert to month-to-month, unless notified by the Resident. If Resident desires to terminate this Lease at the end of the initial term and the Resident is changing duty stations, retiring, or separating, the Resident shall give Landlord thirty (30) days written notice prior to the end of the term. If no notice is given, then the Lease will be governed by the provisions of Section 22. Residents terminating this Lease at the end of the initial term for all other reasons, must give notice before the fifth (5th) of the month to be effective on the last day of the month. If said notice is given after the fifth (5th) of the month, Lease termination shall be the last day of the next calendar month following the month in which notice is given.

After the expiration of the Lease, the Resident shall not remain in possession of the Premises without the Landlord's prior written consent. If the Landlord consents to the Resident's continued occupancy, the tenancy shall be deemed to be month-to-month and the rental rate shall be not less than the rate established in Section 3.

If Landlord is unable to deliver possession of the Premises to the Resident on the first date shown above in Section 2 (the "agreed upon date"), due to delays in the construction or renovation of the Premises beyond the control of the Landlord, this Lease shall remain in effect.

However, if such delay exceeds five (5) business days then, at the Resident's option, this Lease may be terminated by Resident upon three (3) days notice at which point this Lease shall become null and void and any deposit or rent paid by Resident prior to the date of such termination will be promptly returned to

Resident by Landlord via direct deposit and Landlord shall have no further liability under the Lease for failure to deliver possession of the Premises.

However, if the Resident does not exercise its option to terminate this Lease due to such delay, the Landlord shall provide the Resident with comparable temporary accommodations that are reasonably acceptable to Resident for a period not to exceed sixty (60) days at the same rental rate as provided for herein, and/or shall reimburse Resident for the costs of temporary accommodations obtained by Resident. Landlord shall further reimburse Resident for actual out-of-pocket costs and expenses incurred by the Resident as the result of the Landlord's failure to deliver possession of the Premises on the agreed upon date. By way of example only, and not limitation, Landlord shall reimburse Resident for the costs of obtaining temporary storage for the Resident's furniture and other goods, and fees to kennel, board or otherwise house Resident's pets. If possession of the Premises is not delivered within sixty (60) days of the agreed upon date, then either the Resident or Landlord may terminate this Lease, provided that in the case of termination by either party, Landlord shall reimburse the Resident for the relocation and other costs and expenses incurred by Resident in connection with obtaining comparable substitute housing, including any security deposits and payment of the difference between the monthly rent that would have been due from Resident under this Lease and the monthly rent that the Resident shall actually be required to pay for such substitute housing.

Section 3. RENT. The monthly rental rate shall equal the Resident's Basic Allowance for Housing ("BAH"). Residents married to military the rental rate will be the senior grade at with Dependents rate. The Resident agrees such payment will be made through an Electronic Funds Transfer by an allotment/deduction from the Resident's pay account to the Landlord. The allotment will be increased/decreased when increases/reductions occur to Resident's BAH rate. Payment is due on the first day of the month for the previous month's rent (payment in arrears). By signing this Lease, authorization is given to Military Assistance Company, the Landlord's representative, to initiate and maintain an allotment equal to the BAH payable to the Landlord, effective next month. The Resident will make payment by check for the prorated portion of the first month's rent for the number of days the Premises are occupied or under other extraordinary circumstances. On expiration of the Lease, any reimbursements due to the Resident will be made by direct deposit. Authorization is also given to stop the rent allotment at the time of the termination of this Lease. In absence of Resident, an individual who has been granted Power of Attorney by the Resident may sign the Lease and authorize initiation of the rent allotment.

The monthly rent for a Resident with Dependents (as that term is defined in Section 11) shall not exceed the monthly BAH with Dependents rate; and the monthly rent for a single Resident shall not exceed the monthly BAH without Dependent rate for the Resident's grade. The Resident's BAH shall be applied only to the Resident's monthly rental rate, and not to any charges for repairs, damages or any other costs.

Resident agrees that upon the effective date of any changes to the Resident's BAH, such adjusted amount will become the monthly rent for the remainder of the term of this Lease, and Resident further agrees to notify Landlord within five (5) duty days of the effective date of the BAH adjustment. Failure to comply with this paragraph and to maintain payment to Landlord during the term of this Lease will be deemed as a default and may result in the initiation of eviction proceedings through the civilian court system.

Upon approval of the Landlord, and the availability of the housing type, a Resident may "Rent-Up" to a housing category above their current pay grade. Any Resident who does "Rent-Up" must sign a statement that they recognize they are renting a unit above their bedroom or size requirement and are paying an amount out-of-pocket for that reason.

Section 4. LANDLORD'S RIGHT TO RELOCATE RESIDENT. Landlord reserves the right to relocate Resident if Resident is residing in a housing unit scheduled for renovation or demolition. Landlord agrees to provide Resident with a sixty (60) day advance written notice of relocation. Relocations directed by Landlord will be at no cost to Resident, except for relocation due to habitability deficiencies caused by the

acts of the Resident, other occupants, guests and/or invitees. In such event, Resident shall pay for relocation expenses, in addition to the cost to repair any habitability deficiencies.

Section 5. DEBARMENT FROM INSTALLATION. If Resident(s) or Resident's family member is debarred from the Installation by the Commander in accordance with the authority provided in 18 U.S.C. § 1382 and the debarment voids the Resident's status as a eligible Resident, the Resident shall vacate the premises no later than 30 days from the date of the loss of status as a eligible Resident. The Resident must notify Landlord within twenty-four (24) hours of any such debarment from the Installation. Consistent with the debarment timeline and upon vacating the premises, it shall then be lawful for Landlord to enter into said Premises, and again have, repossess, and enjoy the same as if this Lease had not been made, and thereupon this Lease and everything contained therein shall cease and be void. However, the Landlord shall have a right of action for arrears of rent or breach of covenant, and the commencement of a proceeding or suit in forcible entry and detainer or in ejectment, after any default by the Resident(s), shall be equivalent in every respect to actual entry by the Landlord. In the case of any such default and entry by the Landlord, said Landlord may relet the Premises for the remainder of said Term and recover from Resident(s) any deficiency between the amount so obtained and the rent herein required to be paid.

Section 6. EFFECTS OF CHANGE IN STATUS. It is mutually agreed that the Resident(s), in the military service, may terminate this Lease if he/she retires, is released from active duty, is transferred (PCS) beyond a twenty-five (25) mile radius of Offutt Air Force Base (AFB), Nebraska, or is ordered to occupy public quarters. Pursuant to the Servicemembers Civil Relief Act of 2003, the Resident may, at the Resident's option, terminate this Lease at any time after giving a thirty (30) day written notice prior to the next rent due date and upon presenting any of the following:

- Permanent Change of Station (PCS) Orders (Or Commander's Letter).
- Retirement Orders (Or Commander's Letter).
- Separation Orders (Or Commander's Letter).
- Deployment Orders (Or Commander's Letter). Deployment must be for ninety (90) days or more.
- Letter from the proper base authority DIRECTING Resident to move off-base.

In such cases, the Resident will furnish the Landlord a copy of his/her official orders not less than thirty (30) days before such termination date unless such notification cannot be made at no fault of the Resident (i.e. short notice assignment).

This Lease will also terminate on the Resident's death, at the option of the surviving spouse or personal representative. The Resident's Dependents who occupy the Premises at the time of the Resident's death shall be permitted to remain in the Premises for up to one hundred eighty (180) days following the Resident's death if the death is determined by cognizant military authority to be in the line of duty. If death was due to other circumstances, such Dependents shall terminate occupancy within ninety (90) days following the death. The monthly rent effective on the date of death shall apply during such period.

If at any time after execution of this Lease, Resident's status changes due to the death of dependents so that he/she is no longer eligible to live at the Premises then this Lease shall terminate ninety (90) days after such change in status. If at any time after execution of this Lease, Resident's status changes due to other circumstances so that he/she is no longer eligible to live at the Premises (e.g., divorce, separation, etc.), this Lease shall terminate thirty (30) days after such change in status. In the event Resident loses his/her eligibility to live at the Premises, Resident must notify Landlord within five (5) duty days.

Requests for Lease termination due to hardships shall be determined on a case-by-case basis by the Landlord's senior local manager and the Installation Commander or his/her designated representative. Termination dates for hardship cases may be extended if requested in writing by the Resident and upon concurrence of the Landlord and the Installation Commander or his/her designated representative, based on availability of housing units.

Exercise of Resident's termination rights pursuant to the Servicemembers Civil Relief Act of 2003 as identified above or upon the death of the Resident or dependent, will NOT obligate Resident to repay to Landlord any rental concessions received by Resident. However, Resident's early termination of this Lease, for any reason not specifically stated above, SHALL obligate Resident to repay to Landlord any rental concessions received by Resident.

Section 7. RELOCATION WITHIN THE INSTALLATION. The Resident acknowledges and agrees that the Installation Commander shall have the authority to restrict non-severable units and designated historical units to Target Residents and Other Eligible Residents other than members of the general public. In the event of vacancies in such units, the Installation Commander may require that Target Residents residing in severable units be relocated to the non-severable or designated historical units. By executing this Lease, Resident agrees to relocate under such conditions if the Installation Commander requires Resident to relocate to a non-severable or designated historical unit. The Government shall pay all costs of such relocation.

Section 8. SECURITY DEPOSIT. No security or pet deposits shall be required of Active Duty Military Resident(s) so long as they begin and maintain an allotment in the amount of the monthly installment set forth above to the Landlord from military pay received by the Active Duty Military Resident(s).

Section 9. UTILITIES. Payment of monthly rent includes payment for utility charges for water, sewer, electricity, gas and refuse collection furnished to the Premises. Charges for telephone, internet, and cable TV services shall be paid directly to the utility provider by Resident and shall be obtained and discontinued at the expense of Resident. Resident authorizes utility providers to provide Resident's consumption information to Landlord.

Section 10. CONDITION OF PREMISES. Landlord and Resident shall jointly participate in a "Move-In" inspection and generate a Move-In Inspection Report prior to, or simultaneous with, Resident's occupancy of the Premises in order to confirm that the Premises is in good physical condition and clean, and that all appliances and smoke detectors are in proper working order. By signing the Move-In Inspection Report, Resident acknowledges that he/she is satisfied with the physical condition of the Premises. Resident's with a "Move-In" Inspection on file will not be required to repeat the inspection.

The Landlord and Resident shall also participate in Pre-Final and Final Inspections in accordance with Section 14 of the Offutt AFB Resident Handbook, attached as Exhibit A hereto.

Landlord agrees to maintain in working order all electrical, plumbing, sanitary, heating and ventilating systems which are supplied to the Premises by Landlord at no additional cost to the Resident. Resident shall be required to pay for the cost of repairs that are necessary because of abuse or improper use by Resident.

Section 11. USE OF PREMISES. The Resident acknowledges that the Premises is a single-family dwelling and will be used for occupancy by one family only and for no other purposes, whatsoever. Occupancy by more than one family is prohibited. Immediate relatives of the Resident and the Resident's spouse may be considered normal residents of the household and are not "Social Visitors", regardless of the period of stay. For purposes of this Lease, "Immediate relatives" are defined exactly the same as the term "Dependent" is defined in Attachment 1 to AFI 32-6001. Social visits by military members assigned to the Installation and civilians employed at the Installation but who permanently reside outside the commuting area are limited to thirty (30) days. The Resident agrees that the duration of social visits by anyone residing within the sixty (60) minute commuting area of the Installation is limited to no more than two (2) days. Social visits by non-military members who permanently reside outside the sixty (60) minute commuting area will be allowed to stay on the Premises for thirty (30) days unless a longer stay is approved in writing by the Landlord.

Resident will not use the Premises for any unlawful purpose and will conform to and obey all applicable laws, ordinances, rules, regulations, requirements and orders of the United States of America, the State of Nebraska, the County of Sarpy, and the Installation. Resident(s) may, with written permission of the

Landlord, which permission shall not be unreasonably withheld, conduct a residential business on the Premises of a type permitted by Government regulations governing the conduct of business activities in military family housing. Residents conducting a residential business (e.g. child care) will be required to comply with and are subject to inspection for compliance with Government standards. Landlord's granting of permission is not a warranty that the Premises are suitable for the conduct of Resident's business. No door-to-door soliciting will be allowed and no advertising signs shall be posted on the Premises and no interior or exterior structural modifications or additions of any kind shall be made to accommodate Resident's business. Resident is responsible for obtaining the necessary permissions and/or licenses and will indemnify, save, and hold harmless Landlord for any failures to obtain the necessary permissions and or licenses and for any damages to third parties arising from the conduct of the Resident's business.

Occupancy of the Premises without the express prior written permission of the Landlord by individuals other than those listed as Occupants shall be a default of the Lease by Resident.

Section 12. **OCCUPANTS.** Resident agrees that the Premises shall be used only as the personal residence of the following people:

Name: _____ Date of Birth: ____ / ____ / ____ Relationship to Resident: _____

Name: _____ Date of Birth: ____ / ____ / ____ Relationship to Resident: _____

Name: _____ Date of Birth: ____ / ____ / ____ Relationship to Resident: _____

Name: _____ Date of Birth: ____ / ____ / ____ Relationship to Resident: _____

The Resident agrees to notify the Landlord in writing within fourteen (14) days of any change to Occupant status.

Section 13. **ABSENCE FROM PREMISES.** For the benefit of the Resident and their family, it is recommended that the Resident notify the Landlord of any extended absence from the Premises.

Section 14. **ASSIGNMENT AND SUBLETTING.** Resident shall not assign this Lease, or sublet the Premises or any part of the Premises.

Section 15. **SHOWING PREMISES FOR RENTAL.** By executing this Lease, Resident grants permission to Landlord to show the Premises to rental applicants at reasonable hours of the day, starting thirty (30) days prior to the expiration of the Term of this Lease. The Landlord will provide Resident with a twenty-four (24) hour advance notice prior to showing the Premises.

Section 16. **ENTRY FOR INSPECTION, REPAIRS, AND ALTERATIONS.** Landlord shall have the right to enter the Premises in order to conduct inspections, complete work orders, make necessary or agreed repairs, alterations or improvements, or to provide other necessary or agreed services. The Landlord will provide Resident with a twenty-four (24) hour advance notice of intent to inspect and/or make non requested repairs on the Premises. In the event of an emergency, as deemed by the Landlord, the Landlord may enter the Premises without providing advance notice to the Resident. After the Landlord completes service, Landlord will leave a checklist of the completed items accomplished during the visit.

Section 17. **REPAIRS AND ALTERATIONS.** Resident will promptly notify Landlord of the need for any repairs to the Premises regardless of the cause thereof. The cost to make any repairs required as a result of damage, beyond normal wear and tear, caused by Resident, other Occupants, guests and/or invitees shall be charged to Resident as a repair charge and not as rent. It is agreed that except for the hanging of pictures or shelving, Resident will not make or permit to be made any alterations, additions, improvements, or changes in the Premises without first obtaining the prior written consent of Landlord. The Landlord's consent to a particular alteration, addition, improvement, or change shall not be deemed a consent to or waiver of restrictions against any other alterations, additions, or improvements. It will be the

responsibility of the Resident to restore the Premises to its original condition (normal wear and tear excluded) and to obtain acceptance of the Premises by the Landlord prior to vacancy. Examples of normal wear and tear include, but are not limited to, holes in the wall not to exceed two (2) inches, broken light switch plates, broken door handles, etc.

Section 18. ANIMALS. The rules regarding animals on the Premises are discussed in detail in Attachment A to Exhibit A—Offutt AFB Housing Resident Handbook.

Section 19. INSURANCE. The Resident acknowledges that neither the Landlord nor the Government has any liability whatsoever for any loss or damage to the Resident's personal property or leasehold improvements. The Landlord shall, as its sole cost and expense, make Tenants Renter's Insurance available to active duty military Residents from the date of move-in until the expiration of the Lease, unless the Resident notifies Landlord at the time of execution of this Lease of their choice to opt out of said insurance. Military Residents must apply through the Landlord for such coverage and will be insured upon acceptance for coverage by the Landlord's insurer. Active duty military Residents shall not be unreasonably refused insurance coverage. This insurance policy shall be a \$250.00 deductible comprehensive, named-peril replacement cost value policy with a replacement cost endorsement valued at \$20,000 per dwelling. Insured Residents will be responsible for the payment of the deductible. The policy shall cover the Resident's personal property in the Premises including, without limitation, any property removable by the Resident under the provisions of this Lease, and all leasehold improvements installed in the Premises by or on behalf of the Resident, against loss or damage caused by the following: theft, fire or lightning, windstorm or hail, explosion, riot or civil commotion, aircraft or vehicle damage, smoke damage, vandalism or malicious mischief, loss breakage, glass breakage, falling objects, damage caused by weight of ice, snow or sleet, water damage from an accidental discharge from plumbing or HVAC system, sudden and accidental tearing apart, cracking, burning, or bulging of an HVAC, fire prevention or sprinkler system or an appliance for heating water, freezing damage to plumbing, HVAC or household appliances, and electrical surge damage. The policy shall provide \$100,000 in liability coverage for active duty military Residents and their families. Specific policy information (the "Insurance Policy") will be provided to the Resident directly by the insurance company, and all claims shall be processed by the Resident through the insurance company, not the Landlord. If information contained in the Lease or provided by any other means by the Landlord conflicts with the terms of the Insurance Policy, the Insurance Policy shall govern. The Landlord shall not be responsible for providing supplemental coverage or costs provided by a different policy.

Section 20. COMPLIANCE WITH APPLICABLE LAWS. Resident agrees to comply with all applicable governmental laws, regulations, ordinances and codes, including but not limited to Neb. Rev. Stat. §76-1421 dealing with the maintenance of the Premises. Resident agrees not to use or permit the Premises to be used in an unlawful manner and agrees not to conduct any illegal activity on or about the Premises.

Section 21. WAIVERS. A waiver by Landlord of a breach of any covenant or duty of Resident under this Lease is not a waiver of a breach of any other covenant or duty of Resident, or of any subsequent breach of the same covenant or duty.

Section 22. RESIDENT'S HOLDING OVER. If the Resident remains in possession of the Premises without the Landlord's prior consent after expiration or termination of this Lease as described in Section 2 and the disagreement resolution in accordance with Section 31 has been ineffectivethe Landlord may bring an action for possession; and if the Resident's holdover is willful and not in good faith, the Landlord, in addition, may recover an amount equal to not more than three (3) months' BAH or threefold the actual damages sustained by Landlord, whichever is greater, and reasonable attorney's fees.

Section 23. REDELIVERY OF PREMISES. On expiration or termination of this Lease, Resident shall vacate and deliver the Premises to Landlord in the condition it was in on the date Resident began occupancy of the Premises as reflected in the Move-in Report generated pursuant to Section 10 hereof, excluding ordinary wear and tear. The Resident shall not deliberately or negligently destroy, damage, or remove any part of the Premises. Resident shall be charged for any damage to the Premises beyond

ordinary wear and tear; and such costs may include the costs of cleaning the Premises. Any such amounts charged to Resident shall be payable upon Landlord's demand and will not be considered payment of rent.

Section 24. DEFAULT. If Resident defaults in the prompt payment of rent or any part of the rent or any charges due to Landlord pursuant to Section 17 and Section 23 hereof at the times specified above, or if Resident defaults in the performance of or compliance with any other term or condition of this Lease, such default(s) shall be a breach by Resident and the Lease, at the option of Landlord, may be terminated by Landlord as provided by the Nebraska Uniform Residential Landlord and Tenant Act and/or applicable federal law. In the event of such default(s), Landlord shall be entitled to any and all remedies provided by applicable law, including but not limited to Nebraska's Uniform Residential Landlord and Tenant Act and/or applicable federal law.

Section 25. PERSONAL PROPERTY. Resident agrees and acknowledges that any personal property (including vehicles) under the control of Resident or of any Occupant of the Premises that is kept and/or maintained in or about the Premises, including the parking area, shall be at the sole risk of Resident or such Occupant, unless such loss or damage is caused by the gross negligence of Landlord. Resident, or such Occupant, as applicable, shall be responsible for any loss or damage to such personal property, whether by fire, damage by elements, theft, or otherwise.

Section 26. DESTRUCTION OF PREMISES AND EMINENT DOMAIN. In case any buildings on said Premises, or any part thereof, without any fault or neglect of the Resident(s), shall be destroyed or so injured by the elements, or other cause, as to be unfit for occupancy, Resident(s) may thereupon surrender possession of the Premises to Landlord, and thereupon this Lease shall cease and be void. If the Lease is terminated, the Landlord shall return all prepaid rent recoverable under applicable law. Accounting for rent in the event of termination or apportionment is to occur as of the date of the casualty. Notwithstanding the provisions of this Section, the Resident is responsible for damage caused by his/her own negligence or the negligence of Occupants. Any condemnation award concerning the Premises or any part thereof shall belong exclusively to the Landlord. If available, the Resident will be given the option to move into a comparable unit.

Section 27. RULES AND REGULATIONS. The Resident acknowledges and agrees that the "Offutt AFB Housing Resident Handbook" attached hereto as Exhibit "A" are the rules and regulations that govern occupancy of the Premises. Exhibit "A" is incorporated into the terms of the Lease as if printed within the text of the Lease. Resident agrees to abide by these rules and regulations. Landlord may from time to time amend these rules and regulations. Any changes in these rules and/or regulations that are approved by the Management Review Committee (consisting of representatives of Offutt AFB, representatives of the Landlord and residents in the community formed as a benefit to community residents to discuss and resolve issues relating to routine facility operations, quality of service, housekeeping, safety, security, and administrative matters) and adopted after the execution of this Lease are enforceable against Resident provided reasonable notice of their adoption is given to Resident in writing and such rules and/or regulations do not result in a substantial modification to the terms of this Lease.

Section 28. BINDING EFFECT. The covenants and conditions contained in this Lease shall apply to and bind the permitted assigns of Landlord, and all covenants are to be construed as conditions of this Lease by both parties.

Section 29. GOVERNING LAW. It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Nebraska.

Section 30. PARAGRAPH HEADINGS. The titles to the Sections of this Lease are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Lease.

Section 31. DISAGREEMENT RESOLUTION. Disagreements arising between the Resident and Landlord will first be discussed with the Landlord's Resident Relations Manager ("RRM") for resolution. If

the disagreement cannot be resolved it will be elevated by the RRM to the Landlord's Senior On-Site Manager. If the disagreement still cannot be resolved it may be referred to the housing flight chief or the local civilian authority's jurisdiction.

Section 32. ADDITIONAL INSTRUMENTS. Resident agrees to execute and deliver any additional instruments in writing reasonably necessary to carry out any agreement, term, condition, or assurance in this Lease at the request of Landlord.

Section 33. INVALIDITY OF ONE PROVISION. If any provision of this Lease shall be declared invalid or unenforceable, the remainder of this Lease shall continue in full force and effect, unless to do so would substantially destroy the underlying purposes of the Lease.

Section 34. ENTIRE AGREEMENT. This Lease and the attachments hereto contain the entire agreement between the parties and, subject to Section 27, shall not be modified in any manner except by an instrument in writing executed by both Landlord and Resident.

Section 35. ATTACHMENTS.

- ADDENDUM A – OFFUTT AIR FORCE BASE MILITARY HOUSING LEASE FOR UNACCOMPANIED ACTIVE MILITARY RESIDENT
- ADDENDUM B – OFFUTT AIR FORCE BASE MILITARY HOUSING LEASE FOR NON-ACTIVE DUTY MILITARY OTHER ELIGIBLE RESIDENTS
- ADDENDUM C – ENVIRONMENTAL WARNING STATEMENTS
- EXHIBIT A – OFFUTT AFB HOUSING RESIDENT HANDBOOK
- ATTACHMENT A TO EXHIBIT A – PET POLICY

IN WITNESS WHEREOF, each party to this Lease has caused it to be executed on the date first above written.

LANDLORD:

AMERICA FIRST PROPERTIES MANAGEMENT COMPANY, LLC, a Delaware Limited Liability Company

By:

Name:
(Print)

Title:

RESIDENT:

By:

Name:
(Print)



OFFUTT AIR FORCE BASE MILITARY HOUSING LEASE

ADDENDUM A

OFFUTT AIR FORCE BASE MILITARY HOUSING LEASE FOR

UNACCOMPANIED ACTIVE MILITARY RESIDENT (OTHER ELIGIBLE RESIDENT)

SECTION 1. Resident Responsibilities. The Resident agrees to comply with all rules, regulations, and guidelines set forth in the attached Lease and Resident Handbook consistent with all Target Residents.



Resident____ AFC____

OFFUTT AIR FORCE BASE MILITARY HOUSING LEASE

ADDENDUM B

OFFUTT AIR FORCE BASE MILITARY HOUSING LEASE FOR

NON-MILITARY OTHER ELIGIBLE RESIDENTS

SECTION 1. Resident Responsibilities. The Resident agrees to comply with all rules, regulations, and guidelines set forth in the attached Lease and Resident Handbook consistent with all other Residents.

SECTION 2. Rent. The monthly rental rate shall be \$ _____ per month.

Term. The term of this lease shall not exceed One (1) year.

Deposit: A security deposit equal to one month's rent will be required at lease signing.

At the time of occupancy of the Premises, the Resident will be required to pay prorated rent from the day of move-in until the last day of such calendar month. Thereafter, Resident may either have the monthly rent paid by electronic funds transfer to America First Communities or pay by check or money order at the Landlord's Resident Relations Desk no later than three (3) business days after the first of each month. Rent payments which arrive later than three (3) days after the first of the month will be considered late and will be assessed a late fee of \$10.00 per day until payment is made. If rent payment continues to be delinquent for fourteen (14) days beyond the grace period of three days the Landlord will notify the Resident in writing that eviction proceedings will commence.

SECTION 3. Debarment From the Installation. If Resident(s) is debarred from the Installation by the Commander in accordance with the authority provided in 18 U.S.C. § 1382, the Resident shall vacate the Premises not later than 30 days from the date of the debarment. It shall then be lawful for Landlord to enter into said Premises, and again have, repossess, and enjoy the same as if this Lease had not been made, and thereupon this Lease and everything contained herein shall cease and be void. However, the Landlord shall have a right of action for arrears of rent or breach of covenant, and the commencement of a proceeding or suit in forcible entry and detainer or in ejectment, after any default by the Resident(s), shall be equivalent in every respect to actual entry by the Landlord. In the case of any such default and entry by the Landlord, said Landlord may relet the Premises for the remainder of said term and recover from Resident(s) any deficiency between the amount so obtained and the rent herein required to be paid. Resident must notify Landlord within twenty-four (24) hours of any such debarment from the Installation.

SECTION 4. Firearms/Weapons. Resident is required to register all firearms and weapons with the Installation Security Forces. Proof of such registration shall be provided to Landlord prior to occupancy of the Premises.

OFFUTT AIR FORCE BASE MILITARY HOUSING LEASE

ADDENDUM C

ENVIRONMENTAL WARNING STATEMENTS

(A) Lead-Based Paint ("LBP")

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing Landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling and provide Residents with a federally-approved pamphlet on lead poisoning prevention.

LANDLORD'S DISCLOSURE

(a) Presence of lead-based paint and/or lead based paint hazards (Check (1) or (2) below):

(1) Known lead-based paint and/or lead based paint hazards are present in the housing type consistent with the Premises (explain):

(2) Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing type consistent with the Premises.

(b) If (1) above, records, reports, and approved pamphlets available to Resident are as follows:

Landlord has provided Resident with the applicable excerpt from the Offutt Air Force Base Housing Phase I Environmental Site Assessment

Landlord has provided Resident with the pamphlet Protect Your Family From Lead in Your Home!

(B) Asbestos Containing Material ("ACM")

LANDLORD'S DISCLOSURE

(a) Presence of asbestos containing materials (Check (1) or (2) below):

(1) Known asbestos containing materials are present in the housing type consistent with the Premises (explain):

(2) Landlord has no knowledge of asbestos containing materials in the housing type consistent with the Premises.

(b) If (1) above, records and reports available to Resident:

Landlord has provided Resident with the applicable excerpt from the Offutt Air Force Base Housing Phase I Environmental Site Assessment

If (1) above, Resident agrees to the following:

(a) Will not cut, sand, punch holes in, or otherwise damage any floor or wall material within the premises.

(b) Will not perform any work to the premises that may result in damage to the above specified areas.

(c) Will not install or attach any objects or fixtures (including light fixtures and ceiling fans) in the ceiling of the premises.

(d) Will, upon observation of water or other damage, to above specified areas notify the Landlord immediately.

(e) Will request of the Landlord any work done to the above specified areas, rather than perform such work themselves.

(C) Pesticides/Mold

The undersigned acknowledges that chlordane and/or other pesticides may be present around the perimeter of the foundations of the Premises from the edge of the foundation to just beyond the drip-line of the roof of each building and agrees not to disturb the soil in this area. The undersigned acknowledges that to avoid mold growth it is important to prevent excessive moisture buildup and agrees to remove visible moisture accumulation as soon as it occurs and immediately report to Landlord any evidence of excess moisture or mold or mildew in the Premises.

ACKNOWLEDGEMENT OF RESIDENT:

By: _____

Name:
(Print) _____

CERTIFICATION OF ACCURACY

The parties executing the agreement by signing above acknowledge and certify that the information *above* was reviewed and is to the best of their knowledge, true and accurate.

Exhibit A

OFFUTT AFB HOUSING
RESIDENT HANDBOOK

AMERICA FIRST PROPERTIES MANAGEMENT COMPANY, L.L.C.

&

OFFUTT AFB AMERICA FIRST COMMUNITIES, LLC



The following Resident Handbook is an addendum to the Offutt Air Force Base Military Housing Lease for units in Offutt AFB (the "Community"). The rules and regulations are hereby incorporated into the Lease by reference and Resident hereby acknowledges responsibility for knowing and complying with these rules and regulations and the Base policies and regulations. The Resident Handbook constitutes a legally binding document between Resident and America First Properties Management Company, L.L.C., hereafter referred to as AFC.

ACKNOWLEDGEMENT OF RESIDENT

I have read Offutt's Resident Handbook attached hereto and understand that they are a part of my Lease and that a violation of the rules and regulations (Not "Helpful Hints") contained herein is considered a default under the Lease and can result in termination of my Lease by AFC.

I hereby acknowledge that I have been provided with a copy of the Resident Handbook at the time of Lease execution.

I further acknowledge that the Resident Handbook may be amended by AFC from time to time and that any changes to the Handbook that are approved by the Management Review Committee and are adopted after the execution of this Lease are enforceable, provided reasonable notice of their adoption has been given to me in writing, and such Rules and Regulations, as amended, do not result in a substantial modification of the Lease.

Attachments:

Attachment A – Pet Policy

LANDLORD:

OFFUTT AFB AMERICA FIRST COMMUNITIES, LLC, a Nebraska
Limited Liability Company

By: _____

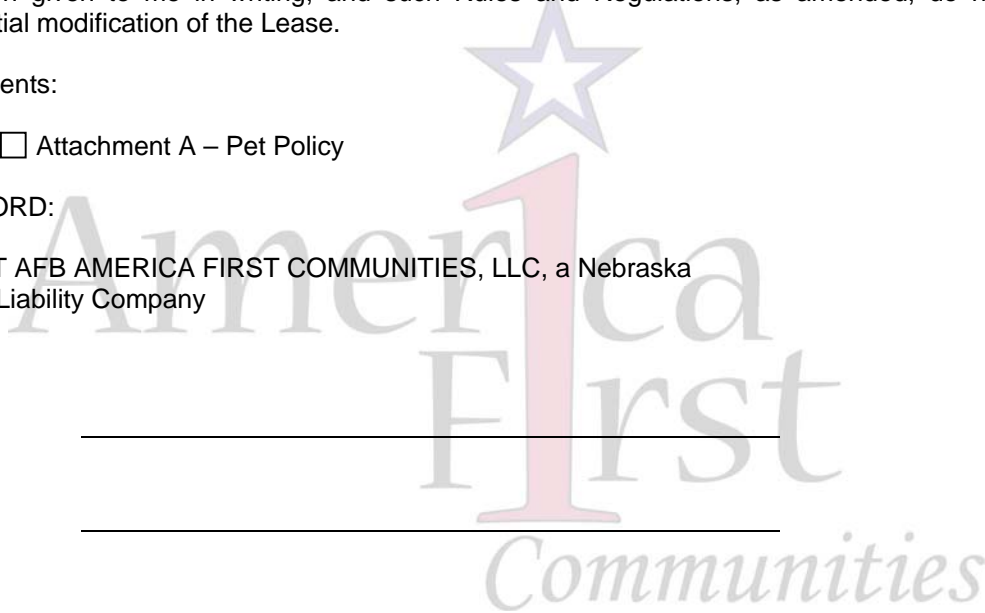
Name:
(Print) _____

Title: _____

RESIDENT:

By: _____

Name:
(Print) _____



ATTACHMENT "A"
TO EXHIBIT A

PET POLICY

Effective as of _____, 20__

"Grandfathered Residents": Residents who resided in military housing at Offutt AFB prior to the Effective Date of this Pet Policy are "grandfathered" as to Sections 1, 3, and 4 until such time as they occupy a new or renovated home in the military housing community. All pets obtained by a "Grandfathered Resident" after the execution of an Offutt Air Force Base Military Housing Lease with AFC, will be subject to all of the terms of this Pet Policy.

1. Maximum Number of Pets Allowed: Each household may have two dogs or two cats, or one of each, plus a maximum of two (2) small caged birds, small caged reptiles or small caged rodents.
2. Pet Deposit: No pet deposit will be required for the Maximum Number of Pets Allowed.
3. Additional Pets: Residents may have an additional dog or a cat, not to exceed three dogs or three cats or a combination thereof, by paying a Fifteen Dollar (\$15.00) per month fee for the third dog or cat. Such pet fee for Additional Pets shall not be considered rent.
4. Types of Pets Allowed:
 - a. Dogs of the following breeds, or any mixed breeds thereof, are NOT allowed as pets in the Community:
(i) Pit Bull and (ii) Rottweiler.
 - b. Dogs of other breeds (no weight limit), cats, fish, and small caged birds, small caged reptiles, or small caged rodents (such as guinea pigs, hamsters, gerbils, ferrets) are permitted.
 - c. Farm, ranch, or wild animals, rodents, primates (monkeys and apes), skunks, reptiles, snakes, raccoons, exotic felines, marsupials, spiders, and any animal requiring a permit from the Fish and Wildlife Service are NOT permitted. Excluded are guinea pigs, hamsters, gerbils, ferrets, rabbits, pet birds, and fish.
5. Pet Registration: All pets must be registered with the Landlord on an annual basis.
6. Immunization of Pets: All cats and dogs must wear a collar or harness with evidence of current rabies and distemper vaccination attached. Residents must provide AFC with proof of immunization by a veterinarian as part of the Move-In Checklist and on every anniversary of residency thereafter.
7. Restraint of Pets:
 - a. Dogs and cats must be secured with leashes while outdoors, unless within a fully enclosed yard. Animal Control will be called to pick up any dogs or cats running loose and any related expense must be paid by the Resident.
 - b. Birds must be kept in cages at all times.
8. Pet Waste: Resident must pick up and clean up all pet waste inside Resident's housing unit immediately. Resident must pick up pet feces in patios or yards daily, and immediately if the pet evacuates outside of the patio or yard. Pet feces must be placed in tied garbage bags and disposed of in proper waste receptacles.
9. Animal Bites: The Resident hereby acknowledges that neither the Government nor the Landlord has any liability whatsoever for damages caused by a pet. In the event of an animal bite, Animal Control will be called to pick up any suspect pet, and any related expense must be paid by the Resident. AFC will, in its sole discretion, determine if the pet will be allowed to return to the Community.
10. Pet Noise: In the event that a pet has been so noisy, in AFC's sole discretion, as to interfere with the right of quiet enjoyment of other Residents, Resident will receive a Lease Violation Letter. After the issuance of a third (3rd) Lease Violation Letter the Resident will be asked to vacate the Premises within thirty (30) days and AFC will not renew the Lease.