

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

The Honorable Milton G. Kimpson, Circuit Court Judge

Appellate Case No. 2025-001220

Lower Court Case No. 2022-CP-40-04419

RECEIVED

Jul 07 2026

SC Court of Appeals

Ansel Jamahl PostellRespondent-Appellant,

v.

Campus Advantage, Inc. and EMRES II South Carolina, LLC
d/b/a The Rowan.....Appellants-Respondents.

**RECORD ON APPEAL
VOL. 3**

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South Carolina, LLC d/b/a The Rowan***

INDEX

Order denying Defendants' Post-Trial Motion and Granting Plaintiff's Post-Trial Motion Filed May 20, 2025	4
Order on Attorney's Fees and Costs and Final Judgment Amount Filed June 10, 2025	22
Order Denying Plaintiff's Motion to Reconsider Filed June 25, 2025	30
Jury Verdict Form Filed September 24, 2024	32
Defendants' Motion for Judgment Notwithstanding the Verdict and for a New Trial Absolute, or, in the Alternative, a New Trial Nisi Remittitur Filed September 30, 2024	34
Plaintiff's Post-Trial Motions for Treble Damages, Attorney's Fees, Costs and Interest and Incorporated Memorandum of Law, and Exhibits A–G Filed September 30, 2024	49
Plaintiff's Memorandum in Response to Defendants' Post-Trial Motions Filed October 10, 2024	116
Defendants' Memo in Opposition to Plaintiff's Post-Trial Motion for Treble Damages, Attorney's Fees, and Costs (incorrectly titled in caption) Filed October 10, 2024	127
Plaintiff's Motion to Reconsider Amount to be Trebled Filed May 30, 2025	135
Plaintiff's Memorandum in Support of Attorneys Fees, Costs, and Interest Filed June 2, 2025	139
Plaintiff's Motion to Reconsider Amount of Plaintiff's Attorney's Fees Award Filed June 19, 2025	145
Defendants' Motion to Dismiss Filed November 7, 2022	148
Defendants' Memorandum of Law in Support of Defendants' Motion to Dismiss Filed November 7, 2022	150

Plaintiff’s Memorandum in Opposition to The Rowan Defendants’ Motion to Dismiss Filed June 14, 2023	156
Summons and Complaint, and Exhibits A–C Filed August 26, 2022	166
Defendants’ Answer and Affirmative Defenses Filed September 28, 2022	181
Trial Transcript Day 1, September 16, 2024.....	186
Trial Transcript Day 2, September 17, 2024.....	322
Deposition of Nick Hooser (played in its entirety for the jury on September 17, 2024).....	521
30(b)(6) Deposition of Campus Advantage (Melisa Hinton) (27 excerpts played for the jury on September 17, 2024)	522
Trial Transcript Day 3, September 18, 2024.....	523
Trial Transcript Day 4, September 19, 2024.....	731
Plaintiff’s Exhibit 1 – Turnover Procedures	837
Plaintiff’s Exhibit 2 – Lease Agreement.....	963
Plaintiff’s Exhibit 3 – July 2022 Email.....	1005
Plaintiff’s Exhibit 4 – July 2022 Emails Combined	1006
Plaintiff’s Exhibit 5 – Pre-turn Meeting Agenda	1011
Plaintiff’s Exhibit 6 – Move Out Inspection Sheet.....	1015
Plaintiff’s Exhibit 7 – Texts.....	1019
Plaintiff’s Exhibit 8 – August 2022 Emails	1026
Plaintiff’s Exhibit 9 – August 2022 Emails Continued	1028
Plaintiff’s Exhibit 10 – August 2022 Emails Continued 2	1029
Plaintiff’s Exhibit 11 – August 2022 Emails Continued 3	1036
Plaintiff’s Exhibit 12 – Spreadsheet – Missing Personal Property	1037

Plaintiff’s Exhibit 13 – Text with Carlton Brown	1038
Plaintiff’s Exhibit 14 – Photo – Recovered Property.....	1039
Plaintiff’s Exhibit 15 – Teams Message	1041
Defendant’s Exhibit 1 – Floor Plan	1042
Defendant’s Exhibit 2 – List of Personal Property in Unit.....	1043
Defendant’s Exhibit 6 – Target Receipt.....	1044
Defendant’s Exhibit 9 – Texts	1045
Defendant’s Exhibit 10 – August 2022 Emails.....	1052
Defendant’s Exhibit 11 – July 2022 Emails	1063
Defendant’s Exhibit 12 – 2021–2022 Lease Agreement	1065
Defendant’s Exhibit 13 – 2022–2023 Lease Agreement	1101
Defendant’s Exhibit 15 – Spreadsheet – Missing Personal Property	1143
Defendant’s Exhibit 17 – Photo – Recovered Property	1144
Court Exhibit 1 – Jury Note 1	1145
Court Exhibit 2 – Jury Note 2	1146
Court Exhibit 3 – Jury Note 3.....	1147
Transcript of Hearing on Motion for Attorney’s Fees – June 2, 2025.....	1148
Notice of Appeal Filed June 18, 2025	1179
Notice of Cross-Appeal Filed June 25, 2025	1183

The Rowan

- **Denied.** The application will not be accepted. The applicant will be provided with contact information for the consumer reporting agencies that provided the consumer information.

****If no or insufficient credit history is obtained then the resident will need to qualify using a different option listed under the Income/Employment Requirements or Guarantor Waiver section above.**

Criminal Background Checks. The Community may perform a criminal background check on the resident. In accordance with 2016 guidelines issued by the US Department of Housing and Urban Development, applications will be rejected for specific criminal convictions including felonies, deferred adjudications for a felony, crimes against persons or if applicant has a juvenile record that includes any of these serious offenses. Any such offenses shall be grounds for denial of the application or termination of the lease should such offense occur after the approval of the initial application. Please note that this requirement does not constitute a guarantee or representation that Residents or occupants currently residing in our community have not been convicted of a felony or are not subject to deferred adjudication for a felony, there may be residents or occupants that have applied to reside in our community prior to these requirements going in to effect. The background reports may include an Office of Foreign Assets Control ("OFAC") search for Specially Designated Nationals and Blocked Persons. The CFAC list is updated periodically as new individuals and entities are identified. The United States government has classified the individuals and/or entities on the list as potentially dangerous and a threat to national security.

Rejecting Applications. If your application is denied for any reason, we will document reason for denial and send a denial letter to applicant and return any administrative/document preparation fee if paid.

CAMPUS ADVANTAGE INC adheres to the Fair Housing Law (Title VIII of the Civil Rights Act of 1968 as amended by the Housing and Community Development Act of 1974 and the Fair Housing Amendment of 1988) which stipulate that it is illegal to discriminate against any person with respect to housing because of race, creed, religion, sex, national origin, disability or familial status. CAMPUS ADVANTAGE INC is an Equal Housing Opportunity Community

Ansel J. Postell

7/6/2022
05:31 PM EDT

Ansel J. Postell (Resident)

Date



Signed by Katie Floyd
Wed Jul 6 2022 10:29:53 PM EDT
Key: 7995423A; IP Address: 107.77.237.171

(Owner/Agent)

Date



LEASE ADDENDUM REQUIREMENT OF RENTERS INSURANCE

This addendum is entered into on the date below between by and between Landlord and Resident, **Ansel J. Postell**, for the rented premises at the Community identified in the Lease. It is intended to be a part of the lease agreement between the parties for leasing a residential rental unit.

1. **Knowledge of Insurance and Liability Insurance.** You understand that our property and liability insurance may not protect you, your guests or any occupants against loss or damage to personal property or belongings, or cover your liability for loss or damage caused by your actions or those of any occupant of the dwelling or any guest. You understand that by not maintaining a renter's insurance policy, you may be liable to us and others for loss or damage caused by your actions or those of any occupant or guest in the dwelling. **You understand that the Lease Addendum Requirement requires you to maintain property damage liability coverage in an amount not less than \$100,000.00 per occurrence.** You agree to maintain, at your own expense, during the Term of the Lease and any subsequent renewal periods, a renter's insurance policy satisfying these requirements. **Liability Insurance DOES NOT protect you against loss or damage to your personal property or belongings – only a renter's insurance policy does this.**
2. **Election of Insurance Coverage or Damage Waiver.** You agree to one of the following with respect to your renter's insurance:
- a. Do nothing and enroll in AssetProtect. Our community offers a cost-effective insurance program with coverage for your personal property. For just **\$25.00** per month, this program meets the **\$100,000.00** liability insurance requirement in your lease and provides **\$0.00** in coverage for your personal property. You will automatically be enrolled in this program unless you proceed with option b or c.
 - b. You agree to purchase renter's insurance through **LeasingDesk Insurance Services** ("eRenterPlan"). If you have questions regarding eRenterPlan please call **(888) 205-8118** or visit **www.eRenterPlan.com**; Leasing Office Employees are not licensed agents. **Note that LeasingDesk Insurance Services is not owned or operated by us, and we make no guarantees, representations, or promises concerning the insurance or services it provides. You are under no obligation to purchase renter's insurance through eRenterPlan.**
 - c. You agree to purchase renter's insurance from an insurance company of your choice. If you elect to purchase the required insurance from another company, you will provide us with written proof of compliance with this Lease Addendum on or prior to the lease commencement date, and any time we request it.
 - i. Your policy declarations page or certificate of coverage must include the following information. Your insurance requirements will not have been met until the policy is reviewed and approved.
 - ii. Your name
 - iii. Policy start and end dates
 - iv. Policy number
 - v. A personal liability limit with a minimum of **\$100,000.00**
 - vi. Community must be listed as an "Additional Interest," "Interested Party" or an equivalent on your policy. By doing this, your community will be notified should your policy cancel or non-renew. The "Additional Interest" must read as follows:
vii. _____, **The Rowan, P.O. Box 115009 Carrollton, TX 75011**
3. Resident agrees that a failure by Resident to comply with any of the terms and conditions of this Addendum shall constitute a default under the Lease Agreement to the extent permitted by Applicable Law. In the event of such default to the extent permitted by Applicable Law, Landlord shall have all rights and remedies available to it under the Lease Agreement. Resident will be automatically enrolled in the AssetProtect program at a cost of **\$25.00** per month and consist of the coverage outlined above.
4. **Personal Premises Insurance and Liability.** All personal property kept in the Apartment, Apartment building and/or common areas by you (or anyone else whom you permit to use or occupy the Apartment) shall be kept at your own risk. You agree that, as the law permits, you and your insurance carrier will not hold us liable for claims for damage or injury normally covered by Renter's insurance, even if we are negligent, and you will look solely to your insurance to compensate for any such damage or injury.
5. **Subrogation Allowed.** You and we agree that subrogation is allowed by all parties and that this agreement supersedes the language contained in lease agreement.

Amel. 1. Pool

Ansel J. Postell (Resident)

7/6/2022
05:31 PM EDT

Date _____



Signed by Katie Floyd
Wed Jul 6 2022 10:29:53 PM EDT
Key: 7995423A; IP Address: 107.77.237.171

(Owner/Agent)

Date _____

The Rowan

EXHIBIT G ROOMMATE ADDENDUM

The Rowan offers individual bedroom lease terms, as well as roommate matching services, to those wishing to share an apartment with individuals they may or may not have had a previous social or familial relationship with. This service allows persons to enjoy cost savings associated with economies of scale while only being financially obligated to fulfill their portion of the units rent.

I understand that entering into an agreement with a shared common area living component will at most times involve compromise and an understanding that my roommate's lifestyle, living habits, and/or ideologies may not always align with mine. Roommate matching forms are a tool used in the placement process, not all requests can be accommodated and ultimately unit type requested may be the largest determining factor in placement.

A.P.

I understand that while management may at times be able to assist in conflict resolution, that it is the obligation of the lessees to facilitate the desired and appropriate actions to be taken within the parameters of the lease agreement and applicable state and federal laws. Requests for transfers may be made as per the lease agreement if space is available, transfer fees will apply.

A.P.

I understand/agree that management cannot in some cases provide solutions that will be deemed acceptable to all parties involved. In the case I choose to vacate the premises for any reason I agree to do so by the available methods outlined in the lease agreement and by paying all fees associated with a re-let or release.

A.P.



The Rowan

Name: Ansel J. Postell		Email: yungajp@icloud.com	
Current Telephone Number: (404) 270 - 0392	Date of Birth: 4/16/2002	Age at Move-In: 20	Gender: ☐ Male ☐ Female
Major:	University/College Attending: <i>Not Applicable</i>	What size apartment/townhome would you prefer to live in? 3x3.5 - 2000 sq/ft	
PRE-LEASING PREFERENCES			
Do you prefer a specific building or location in our community? ☐ Yes ☒ No preference		If yes, what particular building or location?	
Floor Preference?			

ROOMMATE MATCHING

ABOUT ME
Do you smoke? No answer was provided
How do you prefer to keep your home? No answer was provided
How often do you have guests in your home? No answer was provided
How many nights a week do you participate in social events? No answer was provided
What are your sleep habits? No answer was provided
Would you be interested in a Co-Ed apartment? No answer was provided
Do you drink alcohol? No answer was provided
Are you taking over the lease of a current resident? If so, who? No answer was provided
How would you describe yourself? No answer was provided
What gender do you identify as? No answer was provided
Are you a member of any Social, Greek, Academic or Sports group/team? No answer was provided
Were you referred by a current resident? If so, who? No answer was provided
What things interest you? No answer was provided
What is your major? No answer was provided
Who are your preferred roommates? No answer was provided
What class standing will you be? No answer was provided
What school are you attending? No answer was provided
Do you have a bedroom request within your apartment? No answer was provided
How much emphasis do you place on your studies? No answer was provided
Would you be willing to live with a pet or service/support animal? No answer was provided



The Rowan

REQUESTED ROOMMATES		
1. Roommate Name:	Phone:	E-Mail:

I understand that the information provided above does not guarantee roommate compatibility.

AP

Initials

By signing below, I give my permission for The Rowan to release this information to prospective roommates.

Ansel J. Postell

7/6/2022
05:32 PM EDT

Ansel J. Postell (Resident)

Date



The Rowan

SMOKE-FREE ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated July 6, 2022, and is between the Owner of The Rowan ("Owner") and Ansel J. Postell, (collectively and individually "Residents"), for the premises at 1051 Southern Dr. #3007A, Columbia, SC 29201 (the "Leased Premises"), which is located within The Rowan (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

1. **NO-SMOKING POLICY.** All forms of smoking inside the Leased Premises, or any apartment, building, or interior of any portion of the Residential Community is strictly prohibited. Any violation of the No-Smoking Policy is a material violation of this Addendum and the Agreement. The prohibition on smoking of any tobacco products extends to Resident, Resident's guests, and all other persons affiliated with Resident, while present on or in any portion of the Residential Community. The No-Smoking Policy and rules extend to, but are not limited to, the following: apartments, building interiors and hallways, common areas, management and leasing offices, and all other spaces in the interior of the Residential Community.

(Smoking of non-tobacco products which are harmful to the health, safety, and welfare of Owner, Owner's Agents, or other residents, is also prohibited by this Addendum and other provisions of the Agreement inside any apartment or building.)

2. **DEFINITION OF SMOKING.** "Smoking" refers to any use or possession of any lighted, burning, or ignited cigar, cigarette, pipe, or other tobacco-related products, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. Smoking also refers to use or possession of any lighted, burning, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons, and include, but are not limited to, marijuana.
3. **PURPOSE OF NO-SMOKING POLICY.** Owner wishes to reduce or eliminate the following: a) the irritation and known health effects of secondhand smoke; b) the increased maintenance, cleaning and redecorating costs from smoking; c) the increased risk of fire; and d) the increased insurance costs associated with smoking. Resident is responsible for communicating the No-Smoking Policy to guests, and all other persons affiliated with Resident, and for ensuring compliance with this Addendum.
4. **LIABILITY FOR DAMAGES AND COSTS.** Resident will be responsible for payment of all damages and costs to the Leased Premises, other apartments, or any other portion of the Residential Community for repair, replacement, or cleaning due to smoking or smoke related damage caused by Resident, Resident's guests, and all other persons affiliated with Resident. Resident acknowledges that any damages or costs Owner incurs related to repairs, replacement, and cleaning due to smoking or due to violation of the No-Smoking Policy are not considered normal wear and tear.
- Resident will also be liable for any financial damages or other losses suffered by Owner due to smoking or smoke-related damages caused by Resident, Resident's guests, and all other persons affiliated with Resident.
5. **NO GUARANTEE OF SMOKE-FREE ENVIRONMENT.** Resident acknowledges that, while Owner adopts a no-smoking policy, Owner does not guarantee or warranty Resident's health or the smoke-free condition of the Leased Premises or the Residential Community. Owner makes no implied or express warranties that the Leased Premises or the interior of any portion of the Residential Community will have higher air quality standards than any other areas. Resident understands that the success of Owner's efforts to make the Residential Community smoke-free is dependent on voluntary compliance by Resident and others.
6. **VIOLATION OF NO-SMOKING POLICY.** Resident acknowledges and agrees that Owner has the right to terminate the Agreement or right of occupancy of the Leased Premises for any violation of the No-Smoking Policy. Violation of any of the provisions of this Addendum will be deemed a material violation of the Agreement.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the 6th day of July, 2022.



Ansel J. Postell (Resident)

7/6/2022
05:32 PM EDT

Date



Signed by Katie Floyd
Wed Jul 6 2022 10:29:53 PM EDT
Key: 7995423A; IP Address: 107.77.237.171

(Owner/Agent)

Date

UTILITIES ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated July 6, 2022, and is between the Owner of The Rowan ("Owner") and Ansel J. Postell, (collectively and individually "Residents"), for the premises at 1051 Southern Dr. #3007A, Columbia, SC 29201 (the "Leased Premises"), which is located within The Rowan (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

1. **UTILITIES.** Resident will be responsible for payment of utilities listed below. The method of metering or otherwise measuring the cost of the utility will also be indicated below.

- A. **ELECTRIC.** Electric service to the Leased Premises will be billed by the utility service provider to Owner, and then allocated to Resident based on the following formula:

1 - Sub-metering of all water/gas/electric use.

METERING/ALLOCATION METHOD KEY	
1	Sub-metering of all water/gas/electric use
2	Calculation of total water use based on sub-metering of hot water
3	Calculation of total water use based on sub-metering of cold water
4	Flat rate per month
5	Allocation based on the number of persons residing in the Leased Premises
6	Allocation based on the number of persons residing in the Leased Premises using a ratio occupancy formula
7	Allocation based on square footage of the Leased Premises
8	Allocation based on a combination of square footage and the number of persons residing in the Leased Premises
9	Allocation based on the number of bedrooms in the Leased Premises
10	Allocation based on a lawful formula not listed here
(Note: if method "10" is selected, a separate sheet will be attached describing the formula used)	

2. **ALLOCATION METHODS.** If an allocation method is used, Owner or Owner's billing company will calculate Resident's allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Under any allocation method, Resident may be paying for part of the utility usage in common areas or in other residential units as well as administrative fees. Both Resident and Owner agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident. If allowed by state law, Owner may change the above methods of determining Resident's allocated share of utilities and services and all other billing methods, in Owner's sole discretion, and after providing written notice to Resident. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.

If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Addendum, as may be amended with written notice as specified above, represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.

3. **UTILITY BILLING.** When billed by Owner directly or through Owner's billing company, Resident must pay utility bills within thirty (30) days of the date when the utility bill is issued at the place indicated on the bill, or the payment will be late. If a payment is late, Resident shall pay Owner a sum (indicated below) as a liquidated damage. The late payment of a bill or failure to pay any utility bill is a material violation of the Lease Contract and Owner will exercise all remedies available under the Lease Contract. To the extent there are any new account, monthly administrative, late or final bill charges, Resident shall pay such charges as indicated below.
4. **UTILITY CHARGES.** Resident will be charged for the full period of time that Resident is living in, occupying, or responsible for payment of rent or utility charges for the Leased Premises. If Resident breaches the Lease Contract, Resident will be responsible for utility charges for the time period Resident is obligated to pay the charges under the Lease Contract, subject to Owner's mitigation duties. In the event Resident fails to timely establish utility services, Owner may charge Resident for any utility service billed to Owner for Leased Premises and a reasonable administration sum (indicated below) for billing for the utility service.
5. **FINAL UTILITY BILL.** Upon move out, Resident will receive a final bill which may be estimated based on Resident's prior utility usage. This bill must be paid at the time Resident moves out or it will be deducted from the security deposit.
6. **SUB-METERING SYSTEMS.** Resident agrees not to tamper with, adjust, or disconnect any utility sub-metering system or device. Failure to comply with this provision will be deemed a material violation of the Lease Contract and all remedies

The Rowan

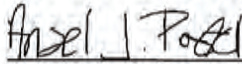
available to Owner under the Lease Contract, this Addendum, and state law, will be authorized.

- 7. UTILITY PAYMENTS.** Where lawful, all utilities and charges of any kind under the Lease Contract and this Addendum shall be considered additional rent, and if partial payments are accepted by Owner, they will be allocated first to non-rent charges and then to rent.
- 8. ADDITIONAL UTILITIES.** Resident agrees that, upon thirty (30) days prior written notice, Resident may begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term "utilities".
- 9. SEVERABILITY.** This Addendum is designed for use in multiple jurisdictions, and no billing method or charge mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this Addendum or the Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease Contract. Except as specifically stated herein, all other terms and conditions of the Lease Contract and this Addendum shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease Contract, the terms of this Addendum shall control.
- 10. OWNER'S LIABILITY.** Owner is not liable for any losses or damages Resident incurs as a result of outages, interruptions, or fluctuations in utility services provided to the Leased Premises unless such loss or damage was the direct result of negligence by Owner or Owner's Agents. Resident releases Owner from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the Leased Premises due to such outages, interruptions, or fluctuations.

UTILITY CHARGES

To the extent allowed by state law, Owner, in its sole discretion, may amend these charges with written notice to Resident.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the 6th day of July, 2022.



Ansel J. Postell (Resident)

7/6/2022
05:34 PM EDT

Date



Signed by Katie Floyd
Wed Jul 6 2022 10:29:53 PM EDT
Key: 7995423A; IP Address: 107.77.237.171

(Owner/Agent)

Date

On Friday, July 15, 2022, 11:19 AM, Trinita Geathers <tgeathers@rowanapartments.com> wrote:
It was an email that was sent to everybody by default he can disregard if he renewed.

From: Shawndolena Arnold <sarnold1569@yahoo.com>
Sent: Thursday, July 14, 2022 8:48 AM
To: Trinita Geathers <tgeathers@rowanapartments.com>; Terence Jackson Archive <tjackson@rowanapartments.com>; Christopher Lewis <clewis@rowanapartments.com>
Subject: Notice of move out/ Payment POC

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Christopher and Trinita,

I am reaching out regarding a notice that Ansel Postell (Jamahl) received to be out of his current apartment by the 25th of July.

Paperwork has been signed as well as a conversation has been had with Christopher that Ansel will be staying in his unit.

Please contact me regarding this concern. Also I will be mailing a check for the renewal I will need a mailing POC.

Thanks I can be reached at 4042176614.

Shawndolena Arnold-Postell

On Wednesday, July 6, 2022, 04:13:25 PM EDT, Shawndolena Arnold <sarnold1569@yahoo.com> wrote:

Good Afternoon Christopher and Trinita,

It saddens me that I am writing this email regarding the apartment 1507. My son and his dad traveled down to Columbia SC on last Sat thinking that he would be transferring units.

A trip that was not needed. Based on my son's profile the apartment did not meet the profile information.

Christopher you and I spoke several times regarding our concerns for his accommodation. Not sure where the ball was dropped however the apartment 1507 was NOT the place for our son.

I do realize that you all were trying to accommodate us early before turn key however that need was not met.

Jamahl will continue to stay at his current apartment unless you have a better situation to offer him.

Please give me a call Trinita or Christopher so that we can discuss.

Shawndolena 4042176614

I tried calling on Tuesday with no return call.



ROA 001005

On Thursday, July 14, 2022, 9:15 PM, Katie Floyd KFloyd@rowanapartments.com wrote:

Good evening,

Thank you for your email.

The second sentence of the email states that our records have you renewing your lease with us. I have also highlighted the two parts where the renewal was acknowledged.

The remainder of the email details information that is important for all renewed residents to review, as operations at the property will be adjusted for the next few weeks. I wanted to communicate information proactively to those renewed residents since they will be impacted.

Once the email has been reviewed in its entirety, please let me know if there are any additional questions regarding the applicable information it contains.

Thank you,

Katie Floyd

She / Her / Hers*

General Manager

KFloyd@RowanApartments.com

803.836.8438

www.rowanapartments.com

The Rowan • 1051 Southern Dr • Columbia, SC 29201

From: Shawndolena Arnold <sarnold1569@yahoo.com>

Sent: Thursday, July 14, 2022 6:16 PM

To: Ansel Postell <yungajp@icloud.com>; Katie Floyd <KFloyd@rowanapartments.com>; Christopher Lewis <clewis@rowanapartments.com>; Trinita Geathers <tgeathers@rowanapartments.com>

Subject: Re: This should not be coming to me Move-Out Day and Turn Information
CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon Katie,

Ansel Postell has renewed his lease for apt 3007A for the upcoming year. He should not be receiving this email. Please speak with Christopher about the below as well as his lease renewal.

Feel free to give me a call at 404/217-6614. I have sent a previous email to Christopher and Trinita regarding this concern.

-Shawndolena Arnold-Postell

On Wednesday, July 13, 2022, 07:29:39 PM EDT, Ansel Postell <yungajp@icloud.com> wrote:

Sent from my iPhone



ROA 001006

Begin forwarded message:

From: Katie Floyd <KFloyd@rowanapartments.com>
Date: July 11, 2022 at 7:28:24 PM EDT
To: yungajp@icloud.com
Subject: Attention Requested - Move-Out Day and Turn Information

Ansel Postell

yungajp@icloud.com

4042700392

Renewal

Good afternoon,

We hope this email finds you enjoying your summer break so far!

At this time, we have you listed as renewing your lease with us for another year. I wanted to take a moment and thank you for choosing The Rowan for another year (and hopefully many more!) while you are in Columbia and ask that you let any of our staff members know ways that would make your time with us more enjoyable.

With Move-In Day quickly approaching, I wanted to review a few items with you to help prepare you for our Turn process:

- 1) Move-Out Day is 25 July 2022 by 9 AM.
 - a. While you are not required to be out of your unit by that time, anyone who is not renewing must meet this deadline.
 - b. Management/Maintenance will begin move-out inspections of vacant units at 9 AM.
 - i. While we will make all reasonable efforts to knock loudly prior to entering units, we will be moving quickly to ensure all units are inspected that day.
 - ii. If you have any type of security, such as an alarm or animal, please be sure to disarm any alarms and crate all animals.
 - iii. We will complete all inspections on the 25th and may be entering into units as late as 8 PM.
- 2) Turn begins on 26 July 2022 through 13 August 2022.
 - a. Management will be on property for the majority of the day during this period.
 - i. If an issue arises, please email Manager@RowanApartments.com.
 - ii. For immediate assistance, please call the office and speak with one of our Leasing Team Members.
 - iii. Management's responses will be delayed during this time, and we ask for a 72-hour response time window due to our limited availability.
 - b. We will have various Rowan Team Members entering units to "maintenance out" these vacant bedrooms and common areas.

i. If you have any maintenance issue within the common area, please indicate the issue with blue painters' tape and a note indicating the issue.

1. This is the fastest way for maintenance/management to identify an issue that is not readily seen and helps save time when addressing the concern.

2. If you have bedroom-specific concerns, please leave a note (with blue painter's tape) on the banister nearest the front door so that it can be seen, and issues are addressed.

c. Outside Vendor Help

i. We will have a variety of vendors on-site during this time to help with turning units. These can include:

1. Paint vendors
2. Cleaning vendors
3. Carpet cleaning vendors
4. Flooring replacement vendors
5. Roofing vendors
6. Landscapers
7. Glass repair

ii. We have requested that all vendors have on a uniform or identification so that our residents may know which company they are representing.

iii. We have requested that vendors who work inside of units only complete tasks in partially occupied units between 8 AM and 7 PM each night, including weekends.

1. Fully vacant units may have workers inside of the unit as late as 10 PM, but vendors are required to be mindful of noise level and to not disturb any surrounding units.

iv. Once a vendor has completed a task, a member of management will walk the unit after to confirm the work is satisfactory.

1. It is common for units to be entered into by maintenance, vendors, and management between 6-12 total times during our turn period.

a. We do understand how frustrating it is to have a constant circulation of people within your home.

b. This process is unavoidable if we are to have all 700+ spaces turned and ready for our next guests.

d. Common Areas in Partially Occupied Units

i. Fully renewed units:

1. If you and all registered roommates have renewed, you are a "fully renewed" unit and will not experience the turnover process.

2. If you are in a unit fully rented by you (all bedrooms are the financial and legal responsibility of you), you are in a "fully renewed" unit and will not experience the turnover process.

ii. Partially occupied units:

1. If you have at least one bedroom that does not have a registered renewal in it, you are in a "partially occupied" unit.

2. Common areas must be cleaned and prepared for new arrivals by 3 August 2022.

a. Management will be inspecting these common areas diligently and will communicate with any unit that is not meeting expectations.

b. Expectations include, but not limited to:

i. All trash/boxes/debris is disposed of in an appropriate trash container on property.

1. If trash is required to be removed from the common area for any reason, a fine of \$25 per bag will be issued to past and renewed residents equally.

2. Large/heavy items will be billed back at \$100/item to past and renewed residents equally.

ii. Alcohol and alcohol decorations of any type must be removed from the common area until after Move-In Day on 14 August 2022.

iii. General cleaning should occur and there should not be any unpleasant odors permeating.

iv. Illegal paraphernalia is not allowed and should not be within the common area or any bedrooms for any reason.

v. Flags/banners/signs should be removed from the common areas until after Move-In Day.

1. Absolutely no flags/banners/signs should be posted outward in windows for any reason.

iii. Unregistered Occupants (AKA "squatters"):

1. Any bedrooms with unregistered occupants will result in July's installment for that bedroom being billed to any registered occupants of the unit.

2. Any damages within the improperly occupied bedroom will be billed back to all registered occupants of that unit.

3. Law enforcement will be present on Move-Out Day to assist in addressing any units with unregistered occupants, and any unregistered occupants found will be trespassed from the property immediately.

a. If someone is an unregistered occupant of the unit who would like to become a registered occupant of the unit, they can complete their application for residency through our online portal and can contact the office for additional information.

3) Move-In Day is 14 August 2022

a. While we encourage everyone to be present to greet their new roommates and neighbors, it will also be a busy day.

i. Due to our approach of minimal contact to provide keys, we will have traffic flowing in specific directions on Move-In Day. Please be sure to follow traffic directions to avoid being blocked in by vehicles.

ii. We ask that renewed residents' vehicles be parked away from the buildings during that building's assigned move-in times.

1. This will help expedite getting people moved into their unit and larger vehicles off property faster, ultimately getting you back to your normal parking spot faster.
- iii. Any animals in the unit must be registered with the office.
 1. All animals are required to have their age-appropriate vaccinations (including rabies), proof of flea/tick/heartworm treatment, and a photo of the animal provided to the office by 1 August 2022.
 - a. This is a requirement of:
 - i. Pets
 - ii. ESA's
 - iii. Service Animals
 2. Any animal discovered during the turn process will have registration status verified.
 - a. If unregistered – Pet Fee of \$300 and Pet Rent of \$30 will be applied to the account and either proper registration must be completed same-day.
 - i. If animal returns without proper registration, lease violations and additional fines may occur.
 - b. If registered but information is not updated, you will have 72-hours to provide the updated information required to finish the animal registration process.
 - c. If fully registered and updated, no further action is needed.

b. Renter's Insurance

- i. By 10 August 2022, your renewal declarations must be provided to the office for verification and confirmation.
 1. Failing to provide the required documentation will result in forced placed coverage billed to your account.
 - a. This coverage cannot be waived, and charges will not be reversed.

Additional communication will be distributed throughout our turn process that will detail information further. You will also receive communication regarding roommates and their contact information in the coming weeks (not applicable to fully renewed units or 1-bedroom occupants).

Please note that Management will be away from the office and on property during this time and will have extremely limited access to emails. Because of this, we aim to respond to all items within a 72-hour period and appreciate your patience during this time. If there is an emergency, please contact the office directly. Otherwise, you are welcome to use Leasing@RowanApartments.com and Manager@RowanApartments.com for all other matters.

Thank you,

Katie Floyd

She / Her / Hers*

General Manager

KFloyd@RowanApartments.com

803.836.8438

www.rownapartments.com

The Rowan • 1051 Southern Dr • Columbia, SC 29201

The Rowan
Pre-Turn Meeting
17 July 2022
5 PM

1. Welcome
 - a. Call-in Sharda
 - b. Grab food, pen, and paper.
 - i. Take notes and save questions until the very end.
 1. Write any questions down so you do not forget or highlight the topic that you have questions to revisit at the end.
2. Pre-Move-Out – 7/17 - 7/21
 - a. Morning shifts (8 AM – 1 PM):
 - i. Lease Audits
 - ii. Correcting dates or correcting specials
 - iii. Leasing in general
 - b. Afternoon shifts (2 PM – 7 PM)
 - i. Unit Inspections
 - ii. Maintenance/trash outs
 - iii. Leasing in general
3. Move-Out Weekend – 7/22 - 7/24
 - a. Extended office hours
 - i. 8 AM – 8 PM Friday
 - ii. 9 AM – 7 PM Saturday
 - iii. 11 AM – 7 PM Sunday
 - b. Maintenance weekend hours for 7/22-7/24:
 - i. 10 AM – 6 PM Saturday
 - ii. 10 AM – 6 PM Sunday
 1. Focusing on vacant early move-ins
 2. Working on make readies for other units, where possible
4. Move-Out Day – 7/25:
 - a. Call Time: 6:45 AM
 - b. Office Opens at 7 AM
 - i. Keys to be returned by 9 AM.
 - ii. Any keys returned about 10 AM = minimum \$100 holdover fee
 1. Any keys after 12 PM = Minimum plus holdover fines of 150% of installment amount.
 - c. Nick & Bekah onsite for Move-Out Day
 - i. They will help with leasing efforts and confirming syncing of inspections.
 1. Nick will help with some inspections but will mostly work out of the office.
 - d. Inspections: Starting as early as 7 AM for fully vacant units; 9 AM for partials.
 - i. 3 Teams:
 1. Rachelle – Team Leader 1
 - a. Mike



ROA 001011

- b. Dequandre
 - c. Sharda
 - d. McCayla
 - 2. Chris L. - Team Leader 2
 - a. Carlton
 - b. Deonte
 - c. Rendell
 - d. Lindsey
 - 3. Katie – Team Leader 3
 - a. Chris B.
 - b. Wesley
 - c. Trinita
 - d. Jordan
- ii. Office Staff – Rotation Fill-Ins and Leasing Focused
 - 1. Myra
 - 2. Ashanti
 - 3. Khayla
- iii. 36 Buildings, 12 Buildings per team
 - 1. Team 1
 - a. 200, 500, 800, 1100, 1400, 1700, 2000, 2300, 2600, 2900, 3200, 3500, & 3800
 - 2. Team 2
 - a. 300, 600, 900, 1200, 150, 1800, 2100, 2400, 2700, 3000, 3300, & 3600
 - 3. Team 3
 - a. 400, 700, 1000, 1300, 1600, 1900, 2200, 2500, 2800, 3100, 3400, & 3700
 - 4. Nick will inspect all 1-bedroom vacant units.
- 5. Turn Process:
 - a. Trash Outs
 - i. All group effort.
 - ii. Have gloves ready to go, especially the thicker ones.
 - iii. Prioritize early move-ins first, then knock out the remaining ones.
 - iv. Trash outs to be completed by 27th or sooner.
 - b. Maintenance Out
 - i. Same 3 teams, same building assignments.
 - 1. Team 1:
 - a. 200, 500, 800, 1100, 1400, 1700, 2000, 2300, 2600, 2900, 3200, 3500, & 3800
 - b. Adding 2 temporary workers
 - 2. Team 2:
 - a. 300, 600, 900, 1200, 150, 1800, 2100, 2400, 2700, 3000, 3300, & 3600
 - b. Adding 1* temporary worker
 - 3. Team 3:

- a. 400, 700, 1000, 1300, 1600, 1900, 2200, 2500, 2800, 3100, 3400, & 3700
 - b. Adding 1* temporary worker
 - 4. The 4 temporary workers requested may increase to 5 pending need and progress.
 - a. If increased to five, the 5th will be assigned to the group with greater units to complete that day.
- c. Painters
 - i. Once a unit is trashed out and maintenance out, painters will begin.
 - 1. The goal is to stay at least 2 days ahead of painters.
 - ii. Once the painting is complete for the building, a manager will walk for confirmation and approval before the next crew can begin.
- d. Cleaners
 - i. The vendor who painted it will also clean. ***
 - 1. There is an exception to this, but details are not important currently.
 - ii. Once the cleaning is complete, managers will walk to approve before moving to the next step.
 - iii. If any flooring needs replacement, flooring will occur after painting but before cleaning.
- e. Carpet Cleaners
 - i. Carpet cleaners are the LAST vendor to visit a unit. (Ideally)
 - ii. Management will walk after completion and confirm work is complete.
- f. Sparkle Team
 - i. Last CREW to visit the unit.
 - 1. Setting eyes on the unit and “sparkling” for any missed items by cleaners.
 - 2. Staging furniture that was moved in the previous items.
 - 3. Placing Welcome Bag or Gift in unit (still being decided).
 - ii. Wear the cleanest (literal) shoes possible for this to avoid dirtying the clean carpets.
 - iii. Locks changed to smart locks, rekeying if already a smart lock.
 - 1. To minimize the recut of keys, there will be a pattern of re-keys and we will re-use keys from key packets.
 - a. DO NOT THROW ANY KEYS AWAY.
 - b. KEEP KEYS CLEARLY LABELED.
 - iv. Key Packets and Welcome Bags
 - 1. Once rekey is complete for the unit, the key packets can be made (specific process information to be discussed at the meeting on the 7th).
 - 2. Welcome Bags are ANY items that a resident does not need when they check-in at the office on Move-In Day.
 - a. Information about the area/random paperwork.
 - b. QR Code for their Move-In Inspection completion.
 - c. How to contact the office for issues in their unit.
 - d. The Rowan giveaways/collateral.
- g. Move-In Day
 - i. In-depth training and planning scheduled for 7 August 2022 at 6 PM.
 - 1. This is mandatory.

6. Mid-Turn Trainings (Mandatory Attendance):
 - a. 31 July 2022 @ 6 PM
 - i. Turn Check-In
 - ii. Confirmation of progress, areas to improve.
 - b. 7 August 2022 @ 6 PM
 - i. Move-In Training
 - ii. Review of early move-in
 1. Good, bad, improvements
7. Snacks, Food, & Drinks:
 - a. Snacks -
 - i. Write top 3 requested snacks on paper titled "Snacks"
 - ii. I will purchase what I can from Sam's Club, so some items may be unavailable.
 - iii. I will make an effort to go to the store once per week, but my highest priority is on turning units.
 - b. Drinks -
 - i. Same concept as above.
 - ii. Bring your own water and container for water each day.
 1. Your hydration is your responsibility.
 2. Water packs or CamelBack are great to use during turn.
 3. Amazon has a "frozen cooling vest" available to help keep you cooled off.
 - a. It adds about 10 pounds but works great in the hot summer sun!
 - c. Food/Meals -
 - i. So far, we have 5 vendors who have agreed to sponsor a meal during Turn.
 1. 21 days of Turn (counting move-out and move-in day).
 2. The more vendors that sponsor a meal, the fewer days you would need to find your own meals for lunch.
 - ii. If asking local businesses for sponsorship, we would purchase food during our first 6 weeks of move-in.
 1. Even a discount goes a long way.
 2. We are quoting 24 people per meal. Some days there may be more and other days will be less.
 - iii. Final meal count will go out Friday so plans can be made for days without lunches provided.
 - iv. If there are ANY food allergies or aversions, please let me or Rachelle know by Thursday (21 July 2022).
 - v. Please write suggestions of restaurants on sheet for "Meals".
 1. Final list of restaurants will go out Thursday, please have your preferred meals from the restaurants written out on the "Meals 2.0".
 - a. This will be the list used to place your food order for that day.
 - b. If nothing is listed, a basic menu item will be purchased.
 - c. If many people are ordering the same/similar item, we will order from the catering menu so orders may be slightly different in exchange for purchasing more food.
 - d. Questions?
 - i. Maintenance is able to leave at this time, the remaining portion is discussing office turn tasks.



The Rowan
1051 Southern Drive, Columbia, SC, 29201

Move-Out Inspection

3007, 1051 Southern Drive Columbia, SC, 29201

Inspected on July 25, 2022 1:46 PM

| Report Created on August 7, 2022 2:30 PM

Inspector

Name: Ashanti Young

Email: ayoung@rownapartments.com

MOVE OUT INSPECTION ITEMS - To be completed by inspector

Items

Resident's Assigned Bedroom	Bedroom Letter: A
	Notes:

RESIDENT'S BEDROOM

Items

Walls and Baseboards	Condition: Good
	Notes:
Paint Condition	Paint Condition: Paint Not Req.
	Notes:
Flooring Condition	Condition: Good
	Notes:



ROA 001015

Items

Windows, Window Locks, Sills and Ledges	Condition: Good
	Notes:
Window Coverings / Blinds	Condition: Good
	Notes:
Screens	Condition: Good
	Notes:
Closet	Condition: Good
	Notes:
Doors (Bedroom and Closet)	Condition: Good
	Notes:
Furniture and Fixtures	Condition: Good
	Notes:
Major Issues - Bedroom ?	NONE
	Notes:

RESIDENT'S BATH ROOM**Items**

Doors (Bathroom Door and Closet Doors)	Condition: Good
	Notes:
Walls and Baseboards	Condition: Good
	Notes:
Paint Condition	Paint Condition: Paint Not Req.
	Notes:

Items

Flooring	Condition: Good
	Notes:
Mirror	Condition: Good
	Notes:
Sink / Lavatory	Condition: Good
	Notes:
Faucet / Fixtures	Condition: Good
	Notes:
Countertop / Vanity Top	Condition: Good
	Notes:
Cabinets	Condition: Good
	Notes:
Medicine Cabinet	Condition: Good
	Notes:
Toilet Seat	Condition: Good
	Notes:
Commode	Condition: Good
	Notes:
Towel Racks	Condition: Good
	Notes:
Toilet Paper Holder	Condition: Good
	Notes:
Shower/Tub	Condition: Good
	Notes:

Items

Bath / Shower Faucet, Shower Head, Drain	Condition: Good
	Notes:
Shower Curtain Rod / Shower Door	Condition: Good
	Notes:
Exhaust Fan	Condition: Good
	Notes:
Plunger Present	Condition: Good
	Notes:
Major Issues - Bathroom	NONE
	Notes:

2:15

65

M

Mom

Fri, Aug 5 at 6:38 PM

Please don't say no more than needed. They will have to correct the issue with purchasing new stuff if they don't have it

Let them use there card for purchases if needed

Call me

Call me when u get in the store

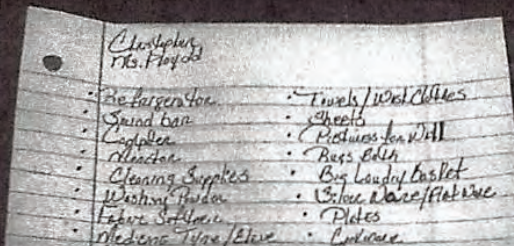
I think the connection is bad in the store

I think the connection is bad in the store

Put the food in the freezer

I will when I get back

Fri, Aug 5 at 9:10 PM



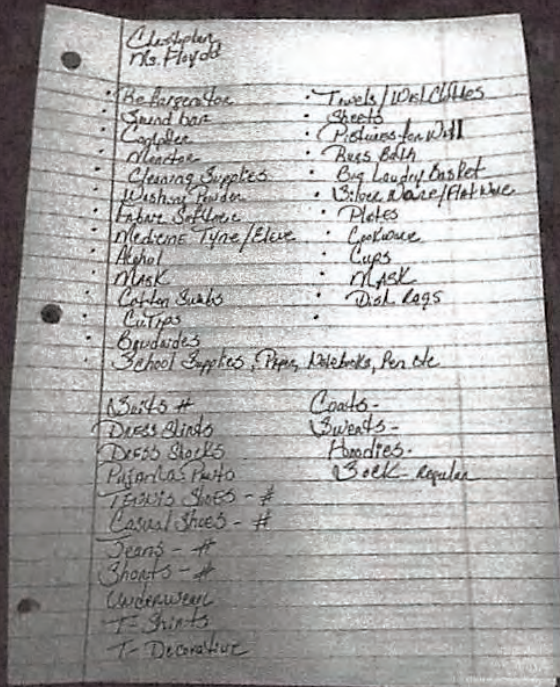
ROA 001019

2:15

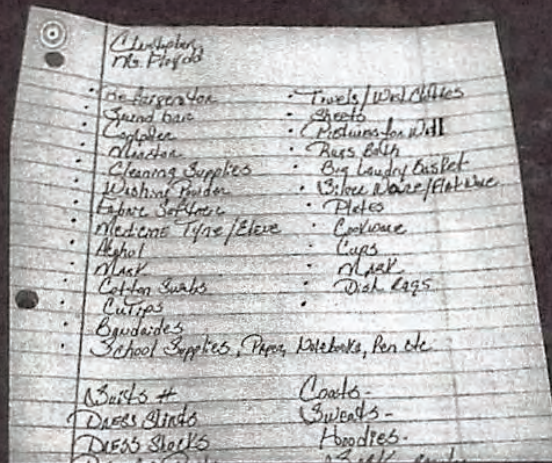
65

M

Mom



Add Apple Watch



2:15

65

3

M

Mom

Take the clothes stuff off I got that

What do u mean u need to list the
number of items and names of shoes

O

I was saying I was making a list for
that stuff

Call me when u done I just thought
about something

Text me

No

When u are Dr one

Done

Ur book bag

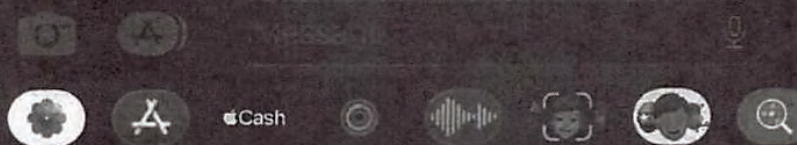
Add to list

Just call me when u finish

Sat, Aug 6 at 10:50 AM

We're we supposed to call cops?

Not sure 🤔



2:16

65

M

Mom

Can u call what's her name who in law up north

Like now before I go

Vicky Orem

VO

I told peanut to tell her to call u

You could have just asked the question that may take a while

Oh

Yeah

Tell me when u can talk

I can talk

Sat, Aug 6 at 1:37 PM

Go to urgent care and take a test u will know in 2 hours

I'll just be sick

I'm not putting something up my nose

It's really not that bad. That way you



Cash



2:20

65

M

Mom

Maybe 🤔 u should consider just having them replace the computer think about it and decide this week

It's not a matter of replacing I built the pc so I can replace the parts but buying a new one is less frustrating because all of worry about is forward

Software not forward

Wed, Aug 17 at 2:17 PM

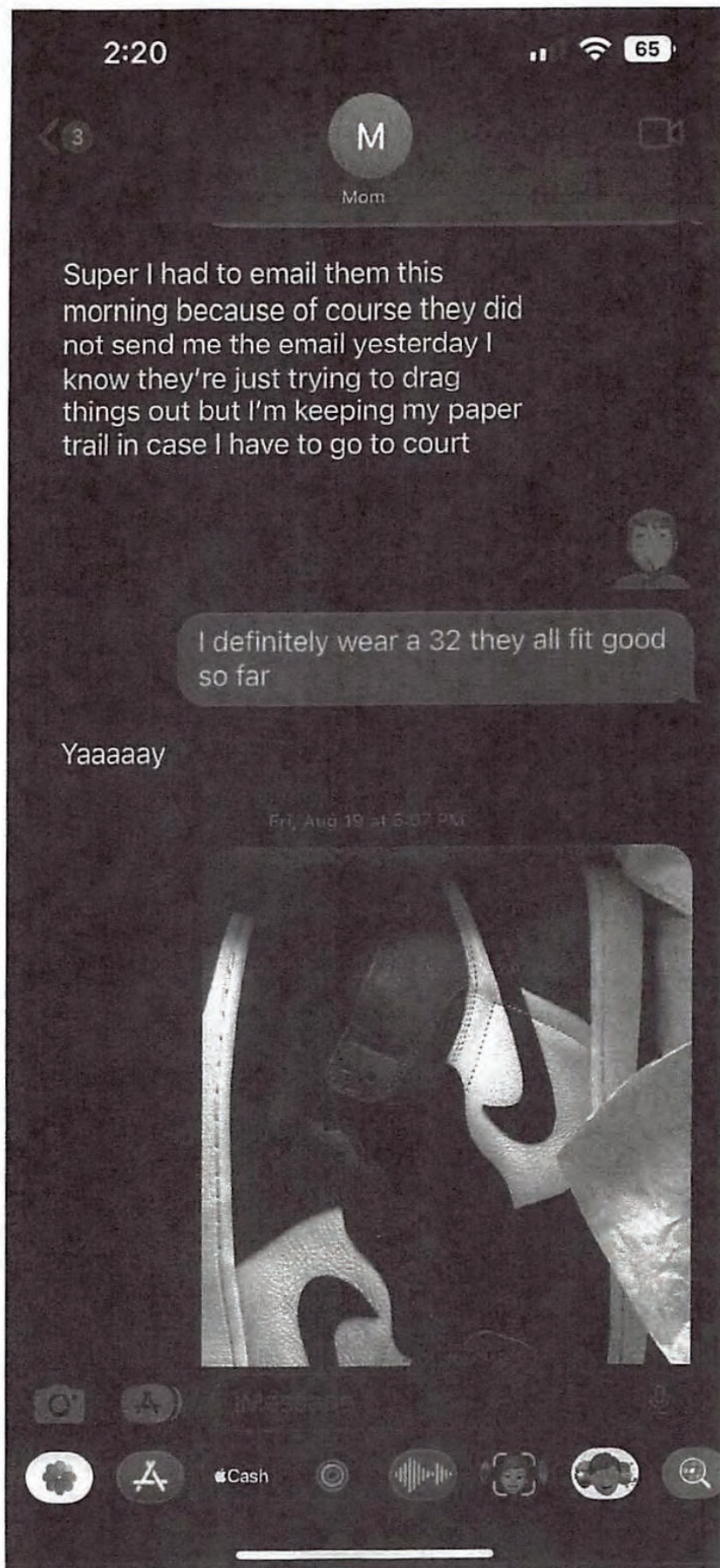
Can u ask Chris who the artist is as

Tattoo

I will ask if I can get him to answer

Wed, Aug 17 at 10:05 PM





2:21

65

3

M

Mom

Call me before going to apartment to
speak with Katie

U got in contact?

No but just wait

Send me the approximate cost of
parts for computer just estimate

5,000 or 6,0000

Opps 6,000

Hello

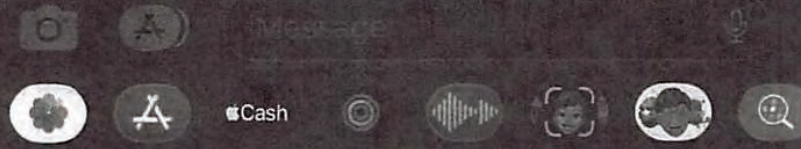
Respond I need to send the amount
per Vicky

6500-7500

Your shipment
1Z7354E74205346643

Estimated delivery
Tomorrow, August 23 by 7:00 P.M.

✓ Label Created
→ On the Way
○ Out for Delivery



From: Shawndolena Arnold <sarnold1569@yahoo.com>
Sent: Thursday, August 18, 2022 9:34 AM
To: Katie Floyd <KFloyd@rowanapartments.com>; Christopher Lewis <clewis@rowanapartments.com>; postellansel@gmail.com
Subject: Important: Follow-up Ansel Jamahl Postell Apt Issue of the Removal of Items

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Ms. Floyd and Christopher,

This email is a follow-up to the voicemail message and a message left with the receptionist this week Monday and Wednesday. Please give me a call regarding the incident at apartment #3007A.

Thanks in advance!

Shawndolena Arnold-Postell
4042176614
275 Country Roads Circle
Stockbridge, Ga 30281

On Sunday, August 14, 2022, 09:38:30 AM EDT, Shawndolena Arnold <sarnold1569@yahoo.com> wrote:

See below! I resent this email as I forgot to include Ansel Jamahl.

On Sunday, August 14, 2022, 09:37:22 AM EDT, Shawndolena Arnold <sarnold1569@yahoo.com> wrote:

Good Morning Ms. Floyd and Christopher,

This is a follow-up to my previous email regarding traveling to SC this Sunday. Due to unforeseen circumstances, I will not be traveling to SC today Sunday. I will follow-up with you both regarding my future travels to SC. I think it may work out best as you both are working on the grounds of the property.

Also, Jamahl will need a letter for school regarding his absence on Monday and Tuesday. If either of you could please prepare a notice of the incident that would be great. Jamahl was not able to attend on those days due to the unexpected situation. He is now in school and working through the process.

Again if you have any questions or concerns please give me a call at 404/217-6614. Have a great Sunday!

Shawndolena Arnold-Postell

275 Country Roads Circle

Stockbridge, GA 30281

On Wednesday, August 10, 2022, 03:26:19 PM EDT, Shawndolena Arnold <sarnold1569@yahoo.com> wrote:

Good Afternoon Ms Floyd and Christopher,

Per our conversation today, please make the reimbursement payable to me. (Shawndolena Arnold-Postell)

It is my plan to travel to S.C. either Sunday, August 14th or one day next week. If I decide to travel next week,

I will follow up with another email to advise you of that date.

Thanks in advance!

Sent from Yahoo Mail for iPhone

On Wednesday, August 10, 2022, 2:24 PM, Shawndolena Arnold <sarnold1569@yahoo.com> wrote:

Good Afternoon Ms. Floyd and Christopher,

Please give me a call at your earliest convenience. I left a message on Tuesday, August 9th with the Receptionist.

Thanks

4042176614

Shawndolena Arnold-Postell

Sent from Yahoo Mail for iPhone



ROA 001026

On Sunday, August 7, 2022, 6:52 PM, Katie Floyd
<KFloyd@rowanapartments.com> wrote:

Good evening.

Thank you for your email regarding this issue and allowing Chris and me the opportunity to rectify this unfortunate event.

Regarding the series of events, this is correct:

All items from Unit 3007A (Ansel's apartment) were removed. Unfortunately, the removed items were not stored correctly and only some items have been recovered at this time.

From our telephone conversation today, the initial (not final) quote for replacing all items is starting at \$20,000. While this remains an estimate, it is the minimum amount of financial reimbursement needed to cover the known items that were disposed of improperly.

Additionally, it remains unknown if the computer tower can be repaired or if the parts will need to be replaced. Once confirmed, you will let us know so that we can make next steps in the preparation.

If anything else is needed in the meantime, please let Chris or me know.

Thank you,

Katie Floyd

She / Her / Hers*

General Manager

KFloyd@RowanApartments.com

803.836.8438 — Office

From: Christopher Lewis <clewis@rowanapartments.com>

Sent: Sunday, August 7, 2022 3:46 PM

To: Katie Floyd <KFloyd@rowanapartments.com>

Subject: Fwd: Ansel Jamahl Postell Apt Issue of the Removal of Items

See below and we can copy all parties back into the chain if needed.

Christopher Lewis

Leasing and marketing manager

The Rowan Apartments

clewis@rowanapartments.com

From: Shawndolena Arnold <sarnold1569@yahoo.com>

Sent: Saturday, August 6, 2022 2:48 PM

To: Christopher Lewis <clewis@rowanapartments.com>;

postellansel@gmail.com <postellansel@gmail.com>

Subject: Ansel Jamahl Postell Apt Issue of the Removal of Items

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon Christopher,

This email is simply to confirm our conversation with you and Ms Floyd's, regarding the unwarranted removal of ALL of the personal belongings of Ansel Postell.

Ansel returned to his APT Unit on August 5, 2022, to prepare for early planning to start school on Monday, August 8th. To his surprise All of his belongings had been removed from the Apt unit.

Christopher and Ms. Floyd are working with both Ms Postell and Ansel to rectify the issue of concern and to make Ansel Postell Hold.

The rent for the Apt has been paid up through Jan 2023.

Christopher I did not have the email address for Ms.Floyd.

Thanks in advance as we work through this tragic concern.

Shawndolena Arnold-Postell

4042176614

Sent from Yahoo Mail for iPhone

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If anything else is needed in the meantime, please let Chris or me know.

Thank you.

Katie Floyd

She / Her / Hers*

General Manager

KFloyd@RowanApartments.com

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To: Christopher Lewis <clewis@rowanapartments.com>; postellansel@gmail.com
<postellansel@gmail.com>

Subject: Ansel Jamahl Postell Apt Issue of the Removal of Items

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon Christopher,

This email is simply to confirm our conversation with you and Ms Floyd's, regarding the unwarranted removal of ALL of the personal belongings of Ansel Postell.

Ansel returned to his APT Unit on August 5, 2022, to prepare for early planning to start school on Monday, August 8th. To his surprise All of his belongings had been removed from the Apt unit.

Christopher and Ms. Floyd are working with both Ms Postell and Ansel to rectify the issue of concern and to make Ansel Postell Hold.

The rent for the Apt has been paid up through Jan 2023.

Christopher I did not have the email address for Ms.Floyd.

Thanks in advance as we work through this tragic concern.

Shawndolena Arnold-Postell

4042176614

Sent from Yahoo Mail for iPhone



ROA 001028

Katie Floyd

From: Katie Floyd
Sent: Sunday, August 7, 2022 2:37 PM
To: Human Resources
Cc: Nick Hooser
Subject: 896 The Rowan - C. Brown and Unit 3007A
Attachments: Unit 3007A Inspection Report.pdf; 8.5.2022 Text Exchange.jpg; 3007A Recovered Items.jpg; 3007A Recovered Items 2.jpg

Importance: High

Good afternoon,

Friday, I was made aware of a resident (Unit 3007A) who claimed their belongs (all belongings) were missing from their bedroom. Upon investigation, it was discovered that the unit had been inspected and "trashed out"; however, proper bag/tag procedures were not followed.

After contacting the staff about the location of the items, it was discovered that Carlton Brown (Groundskeeper) had removed the items from the apartment improperly and had the computer and equipment in his personal possession (text message attached).

Based on the investigation completed at this time, the following items were discovered:

- 1) 17 July 2022 – Mandatory staff meeting held to go over policies and procedures for Move-Out Day and Turn in general.
 - a. This meeting detailed the approach to trash-outs, including the bag & tag policy, taking photos of any units requiring a trash-out for record purposes, and documenting the contents that are removed from a unit. These items were to be placed in the Tower at The Rowan.
 - b. It was documented who attended, and who did not pay attention during the meeting.
 - c. Mike and Chris sat in the back of the room and talked with each other throughout the meeting, regardless of my attempts to bring attention to the materials.
- 2) 25 July 2022 (Early morning)– Nick and I reviewed the policy regarding bagging and tagging items, how to handle units with anticipated holdovers (including contacting the office if unsure about the occupancy of a unit), and how to go about sending residents to the office if they were physically in the room without a signed lease.
 - a. Nick explicitly stated to the group that failing to comply with this policy would result in immediate termination.
 - i. Mike and Carlton were observed sleeping on the couch during this meeting, with Carlton wearing headphones throughout the meeting.
 - b. After that meeting, Rachelle took the team to a sample unit to further discuss the details of inspections. In this meeting, it was observed that the maintenance team and Trinita were speaking over Rachelle, even after Rachelle attempted to refocus the group multiple times in that meeting.
 - c. It was emphasized during the morning meetings that no one should be trashing out any units on this day, since trash-outs were scheduled for later in the week.
 - i. Mike, Trinita, Carlton, and Ashanti disregarded this directive and trashed out units anyways. They were told 3 times each to stop trashing out units since that was not the focus for the day.
 - ii. These four individuals submitted inspection reports reflecting that the units had no issues, including Unit 3007A.
- 3) Ashanti and Carlton were paired together for move-out inspections on 25 July 2022.
 - a. They completed an inspection to Unit 3007A, the unit who's items were removed.
 - i. Their completed inspection is attached for reference. Ashanti is listed as the person who created/performed the inspection report. No photos of items in the apartment were taken and no documentation was completed for bag/tag purposes.



- b. Unit 3007 was renewed in the system; however, neither Ashanti nor Carlton contacted the office for confirmation of the unit's status when they discovered items inside the bedroom.

Find person 120 100 010 005

Display only the following types of contacts

☐ Prospect ☐ Applicant ☒ Resident ☐ Previous resident ☐ Non-resident accounts

Search Criteria

Unit Find

Limited to

Move-in Date between and ☐ Lease signers only ☐ Head of household only

Actions	Last name	First name	Room	Unit	Lease Status	CS	Relationship	Contact info
View	Postell	Ansel		3007A	Current resident	S	Head of househ	(404) 270-0392
View	Arnold-Postell	Shawndolena		3007A	Current resident	G	Guarantor	(404) 217-6014
View	Green	Timothy		3007B	Current resident	S	Head of househ	(803) 995-1791
View	DeReef	Donovan		3007B	Current resident	G	Guarantor	(803) 315-4542
View	Gamble	Joseph		3007C	Current resident	S	Head of househ	(843) 630-4926
View	Gamble	Karen		3007C	Current resident	G	Guarantor	ksgamble50@g

- c.
- d. The inspection report for Unit 3007A does not contain any photos reflecting what the unit looked like upon entry into the bedroom.
- i. Instead, the inspection reflects everything in good condition, which implies that no trash-out was needed for this unit. Inspection is attached for review.
- 4) On 5 August 2022, the occupant of 3007A arrived back to his unit and discovered that ALL items were missing.
- a. He visited the office and spoke with Chris regarding this concern and expressed that 3007A's mother wanted to speak to all managers. Chris turned to the Teams Turn chat to find out more information and received this:

Christopher Lewis Yesterday 6:17 PM

Alright so... I am about to deal with a parent via telephone regarding unit 3007A (Ansel Postell) He is a renewal, but he walked in his unit today and his unit is trashed out and ALL of his belongings are gone. I need some kind of help from you all while Katie and Rachelle are working on FAS's

Please don't speak, just type if you have information

He is in the office

He is renewed in the system

Do we have his belongings?

I am just freaking out...

Ashanti Young Yesterday 6:19 PM

We have the two screens monitors and safe me and Carlton went there the first day of turn

After that maybe on Thursday me, tri and Myra went in there and trashed it out

Yesterday 6:21 PM

The inspection indicates that the apartment was in good condition and no trash out

Ashanti Young Yesterday 6:21 PM

He was not marked as renewed on me and Carlton's list the day we went in.

Type a new message

- b.
- c. After speaking with the mother, I went to the Tower to locate the missing items.
- i. Once in the tower, I discovered that none of the missing items were there and that it appeared some of the bagged/tagged items from other units were no longer inside the Tower either.

- ii. I called Mike to see if there was information on the location of the items, and he informed me that Carlton was the last to have the missing items from 3007A. When I asked if he would call Carlton to confirm the whereabouts of the items, Mike informed me that Carlton "was asleep for the night" and Mike would call him in the morning.
 - 1. For added context, Carlton was Maintenance On-Call at the time and he had requested off for his birthday.
- iii. At this point, I contacted Nick regarding the series of issues.
- d. Once back in the office, I asked Ashanti for more context on the trash out of 3007A.
 - i. During this conversation, she stated that when Ashanti and Carlton entered into the unit, they saw it had "stuff" in it so they trashed it out.
 - 1. When I asked why there are no photos, Ashanti said she did not know and Carlton completed the inspections they were assigned.
 - a. Ashanti further claimed that Carlton did not want Ashanti helping with inspections and to "just sit on the (golf) cart". According to Ashanti and numerous other witnesses from that day, Ashanti did not complete any inspections and sat on the golf cart for the day instead.
 - 2. When I asked why none of the items were bagged and tagged as required, she said that Carlton took the computer equipment to his apartment and she did not know that it needed to be bagged and tagged.
 - a. I asked if she remembered the staff meetings with me and Nick, she replied "ohhh, yeah y'all did say that" in reference to our bag and tag policy.
 - 3. I asked Ashanti why I was not told before now that this unit was trashed out improperly, and Ashanti shrugged and said that Carlton made a call but all she knew is that he moved the computer equipment and safe from Unit 3007A directly to his apartment at 2904.
 - 4. I asked Ashanti why she put other units in question of occupancy into the Teams chat but not this one, and Ashanti shrugged and said "I don't know".
- e. After speaking with Ashanti, I spoke with Rachelle and asked if she would contact Carlton about the items. Rachelle agreed and offered to provide the screenshots of the text exchange.
 - i. I did not ask for screenshots, this was offered up freely from Rachelle.
 - ii. Rachelle texted Carlton, and Carlton responded (screenshot attached).
 - 1. It was not until Carlton began bringing the items to the office that Unit 2608 (another maintenance storage unit onsite) was offered as the location for bagged/tagged items.
 - iii. Carlton return some items, such as the computer tower, two screens, and a footlocker. When he placed the items into my office, he appeared to be disgruntled and angry. He spoke minimally to me and attempted to explain to Rachelle that he only removed the items to place them into Unit 2608. Rachelle did not respond to this.
 - iv. Chris Lewis and Myra Salters took the 3007A to Target to begin purchasing necessities for the night.
 - 1. The resident drove separate from the employees, and the employees rode together.
 - 2. During this trip, Myra explained to Chris L. that she was confused about the events and wanted to express her recollection of the series of events since she was listed as people who trashed out Unit 3007A.
 - a. According to Chris, Myra stated the following items:
 - i. Carlton told Ashanti not to help with inspections and that Carlton would do them himself. Myra claims to have heard this from both Carlton and Ashanti. This occurred 25 July 2022.
 - ii. Myra heard Carlton tell Ashanti that he was going to "stop going by the list" and "just knock on doors to see who answers" and decide from there. Carlton made this statement in response to being given a list "that wasn't right". This occurred 28 July 2022.
 - iii. Myra, Ashanti, Mike, Trinita, and Carlton were grouped together on 28 July 2022 and worked on trashing out and maintenance Building 3000.
 - 1. During the trash-out process on this day, policy was not followed regarding bag/tag procedures and all remaining items, such as clothes, shoes, and bedding, were thrown out.

2. During this process, it was stated (by me) that any units with issues or items still inside of the room should have photos taken and submitted into the Turn 2022 Teams chat as an added layer of protection and bill backs since inspections were not completed correctly with certain teams. This was not done for Unit 3007A on this day either.
 - iv. Myra stated to Chris that she wished she had a "leadership mindset" and would have done more to stop things that she knew were wrong and that were against policy.
 - v. The resident of 3007A returned from the store around 9:30 PM and collected his belongings that had been recovered. During this, he checked his equipment prior to leaving at my request. Through this, it was discovered that the tower of his computer had been damaged and it is unclear if it is repairable or will require replacement. The speakers and monitors appeared to be working correctly.
- f. On Saturday (6 August 2022), I spoke with Nick to follow-up on the status of the issue.
- i. During this conversation, I was directed to collect Carlton's work keys and notify Carlton and Mike that Carlton was on administrative leave until Human Resources reached out with next steps regarding this process.
 - ii. Nick directed me to notify Mike that Mike would need to re-key Carlton's apartment since Carlton (and all of maintenance) had removed their keys from KeyTrak and the maintenance shop to prevent anyone having access to their apartments.
 1. At this time, Carlton still has not signed ANY lease agreement with us and is occupying the entire unit without paying rent or utilities.
 2. Carlton also told the staff during Turn to "stay the fuck out" of his apartment on multiple occasions, which preceded the removal of his keys from KeyTrak and the maintenance shop.
 - iii. With these directions, I called Mike and asked for Mike and Carlton to meet me in my office as soon as possible. I also requested that Chris L. sit in on the conversation to serve solely as a witness to the conversation.
 1. During this conversation, the following occurred:
 - a. Carlton believes that he "shouldn't be fired" because I gave him "a bad list" of units.
 - i. I notified him that he was only being placed on administrative leave so that all information could be gathered and investigated. I emphasized that all that I needed from him at that time were his work keys.
 - b. Carlton became visibly irate and Mike began to explain that Carlton did "nothing wrong" because Carlton called Mike to confirm the trash-out procedures. Mike acknowledged that he directed Carlton to "throw out" the clothes, shoes, bedding, etc. because they were not worth "\$75-\$100 total".
 - c. I explained to both that both Nick and I reviewed our company policy the day of move-out and stated that no trash-outs were to occur on 25 July 2022.
 - i. Mike explained that he was doing trash-outs because it was easier for him to trash out units after completing inspections. I reminded Mike that his inspections did not show that the unit needed to be trashed out, which was against my explicit instructions.
 - ii. Mike turned to Carlton and said "It sounds like everyone is getting fired for her mistake", and Carlton replied "Yeah".
 - iii. Carlton and Mike double-downed that no one informed them that the bag/tag procedure was different. I reminded both that they are on camera in the meetings where it is covered and both persons can be seen talking/sleeping during the parts where Nick and I covered the process and Nick explicitly stated that failing to comply would result in immediate termination. Both Carlton and Mike claim that they "never heard" Nick, Rachelle, or me tell them the "new" process.
 - iv. I asked Carlton why the completed inspection (attached) indicated that the apartment was left in "move-in ready condition" if the unit required a

trash-out, and Carlton said that it was on the list to be inspected. I rephrased my question and again asked why the unit's move-out inspection was completed with no photos or any indication that items were left in the unit, regardless of value. Carlton restated that he did the inspection since it was on the list I had given everyone. When I pointed out to Carlton that he was not answering the question I was asking, he shrugged and said that the cause of the problem was my fault for giving everyone a bad list of units.

- d. I explained to Carlton and Mike that the conversation today was not anything other than needing to collect Carlton's keys and notify Carlton and Mike that Carlton may not work until we hear from Human Resources as to next steps since the resident's missing items were seen going into Carlton's apartment by another employee and verified via text message as actively remaining in his apartment up to 5 August 2022.
 - i. Carlton handed over his keys and I asked Mike to remain for a few more minutes.
 - e. After Carlton left the room, Mike stated that Carlton called Mike and Mike gave him permission to take the items from the room.
 - f. I informed Mike that it was not his ability to provide that direction, especially since it was against company policy and my directions. Mike shrugged and said that he was not aware of any changes and that he directed Carlton to take the stuff (computer equipment) and throw out the rest of the stuff.
 - g. I confirmed with Mike that neither Mike nor Carlton called the office to verify the occupancy status, like everyone else had been doing and Ashanti had done for other units that same day. Mike confirmed that he did not direct Carlton to verify occupancy status, just to take the computer equipment and throw the remaining items out.
2. I informed Mike that he would need to change the locks on Carlton's apartment AND have Deonte provide keys to his unit to the office. Additionally, anyone else with their apartment keys removed from KeyTrak or the maintenance shop would need to have them returned by the end of the business day on Saturday (6 August 2022).
 - a. Mike confirmed that he would bring me Deonte's keys. I restated that he needed to change the locks on Carlton's apartment, as this was a request from Nick. Mike responded that he will only bring me Deonte's keys. I restated a third time that Carlton's locks needed to be changed at the request of the Regional Manager, and Mike said that Carlton "may bring his keys to me later".
 3. Mike continued to state his disagreement about the situation and I ended the conversation.
- g. About an hour after the meeting with Mike and Carlton, Mike returned to the office with a computer chair. Mike gave the chair to Chris and informed Chris that Mike "found the chair" when the maintenance team was cleaning out the storage unit for additional furniture. Chris asked what the chair was for and Mike responded that it was the chair from Unit 3007A that was behind some furniture in the storage unit.
 - i. The chair has been returned to the resident, who was irritated that more items are slowly being returned.
- 5) As of 7 August 2022, no additional items have been recovered. The family is putting together a list and dollar amount of everything that has not been recovered or needs to be replaced/repaired.
 - a. They have requested a physical check be mailed for this reimbursement and done so as soon as possible.
 - b. They will also be completing a police report with everything missing in case anything were to turn up at local pawn shops. Once this is completed, I will submit this as well.
 - c. I have not received the keys for the lock change on Carlton's unit, nor has Carlton signed any leases or paid any amounts to the office for his unit.

To add additional dates, meetings, and persons present during these events:

- 1) Bekah and Nick were at The Rowan on 25 July 2022.
 - a. Nick assisted in the morning and after-lunch meeting to review this information, and observed Mike specifically sleeping on the couch during the meeting.

- b. Bekah was present for the evening meeting and observed Mike and the maintenance team chatting together with Trinita and not paying attention to the details of the meeting.
- 2) Bekah was present for the morning, after-lunch, and evening meetings (on 26 July 2022) that reviewed the need to take photos and send the photos into the chat, plus confirming occupancy since the pervasive issues with occupancy were in the process of being fixed.
 - a. It was observed again that the maintenance team and Trinita were speaking amongst each other or Carlton was listening to his headphones and playing on his phone while I spoke.
- 3) Bekah was present for the morning, after-lunch, and evening meetings (on 27 July 2022) that reviewed the policies and directions from the past 3 days.
 - a. In the morning, I asked the team to clear out items from the office and store them in the Tower. The team completed this.
 - i. 30 minutes after this was completed, I was meeting with Bekah to discuss needs of the office. Carlton stormed into the office, passed my office, and immediately yelled and cursed at the office staff. He stated that they (the CAs) "better move their fucking shit out of (his) fucking way". When I walked out to de-escalate the situation, I informed Carlton to not speak to others in that manner and if there were questions on why stuff was moved, he could ask instead of yelling and cursing. He yelled at me that "(my) shit was in (his) way" and it needed to be moved. When I continued to ask for more information, he dismissed me and brushed past me to exit the office. I attempted to call him back and he continued with his earphones on and did not acknowledge me for the remainder of the day.
 - b. On this day, I attempted to work with the maintenance teams to help in units and give feedback on what remained in the units for it to be move-in ready. In one unit, I was showing an employee how to remove and replace blinds. While doing this, Carlton pushed past the employee and forced me to move away from the blinds. I informed him that I was working on training a CA how to install the blinds and Carlton turned to the employee and said "I can show you how it's actually done". When I reminded Carlton that I was capable of training my employees, he rolled his eyes in front of the staff and continued to speak to the other employee as if I was not present.
 - c. In the evening meeting, Carlton expressed his thoughts that the female CAs were "not as capable" as the male maintenance team to fix issues in apartments; I stated that I believed in all team members and thought everyone capable of helping with the maintenance-out of units in Turn. He continued and said that in his experience, the maintenance team knew better about maintenance items. I acknowledged that it is maintenance's job to complete maintenance items and in an early Turn meeting, the maintenance team explicitly asked for the CAs to help and I agreed to provide that. I attempted to move on from the conversation, but Carlton continued saying that he disagreed and thought his way made more sense. Additionally, Carlton rolled his eyes and his body language in general distracted from the meeting after that point.
 - d. Trinita's brother, Trivonn, was hired through the temp agency. He worked Monday through Wednesday and ended Wednesday by approaching me after the meeting to tell me that he is only helping The Rowan for Mike and he does not report to me. I informed me that what he was saying was both inappropriate and unnecessary, and Trivonn doubled-down stating that he is only helping Mike and "does not want me to be confused because his parents raised him right". I contacted the temp agency after this and informed them that we would no longer need temp workers. I informed Mike that we would not be using temp workers via text.
 - i. The events of this evening were told to Nick and Nick agreed to come to the property on 28 July 2022 to speak with Mike directly about the ongoing insubordination from the maintenance team members.
- 4) Bekah was present for the morning, after-lunch, and evening meetings on 28 July, and Nick present for the after-lunch meeting.
 - a. Carlton and Mike walked into the meeting late, with Mike casually walking into the office with a cup of coffee nearly 20 minutes after the start time of the meeting.
 - b. I waited for everyone to be present for the meeting. Once Mike arrived, he walked up to me (less than 6" away from my person) and attempted to tell me what his plans were for the day. I asked him to go sit and we would speak after the meeting.
 - c. I reviewed the bag/tag procedures and confirmed teams with everyone, then dismissed the teams. Afterwards, I asked to speak with Mike and he again walked up to me with less than 6" of space between his person and mine. I let him know that he needed to physically back off of me and needed to correct his

behavior and the maintenance team's behavior towards me, as it was going beyond insubordination. Mike shrugged and said "(he) will see what (he) can do about it" and walked away. The CAs in the office observed this interaction and asked if I was okay after he left.

- 5) Nick met with Mike on the afternoon of 28 July 2022. In this conversation, Nick reminded Mike that Mike needed to follow my directions since I am the Property Manager and Mike does report to me. Mike agreed to follow my directions and to speak to Carlton about Carlton's behavior.
- Based on Team message time stamps, Maintenance would have been in Unit 3007 between 3:45 PM – 5:30 PM.
 - Nick confirmed that he had spoken with Mike at 3:45 PM and that Mike was returning to his team to finish working for the day.
 - The second round of trash-out in Unit 3007 A occurred after Mike was told to follow-up directions, to which they were not followed.
 - Additionally, no photos of Unit 3007A were submitted into the Teams chat as requested, since they returned to the unit to finish the trash-out process.

I do apologize for the length of this email; however, I wanted to make sure all aspects of this situation were documented to the best of my abilities.

If there are any questions or concerns regarding this information, please let me know.

Thank you,

Katie Floyd

She / Her / Hers*

General Manager

KFloyd@RowanApartments.com

803.836.8438

www.rowanapartments.com

The Rowan • 1051 Southern Dr • Columbia, SC 29201

[Why do I include my pronouns?](#)



On Tuesday, August 23, 2022, 4:55 PM, Katie Floyd <KFloyd@rowanapartments.com> wrote:

Good afternoon,

Thank you for sending this over and I have submitted the information to my regional for review and further instruction.

Once I have additional information on next steps or what to expect, I can let you know the status/updates on this.

Moving forward, I do request that this be handled in written communication only to allow for both of us to have written record of what is discussed and communicated.

Please let me know if there are any additional questions I may help to answer at this time.

Thank you,

Katie Floyd

She / Her / Hers*

General Manager

KFloyd@RowanApartments.com

803.836.8438 – Office

From: Shawndolena Arnold <sarnold1569@yahoo.com>

Sent: Monday, August 22, 2022 3:44 PM

To: Katie Floyd <KFloyd@rowanapartments.com>; Christopher Lewis <clewis@rowanapartments.com>; postellansel@gmail.com

Subject: Fw: List of Items Missing from Unit 3007A

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Per my conversation with Katie and Christopher on Thursday, August 18th.

As requested by phone from Katie/Christopher on Thursday, August 18th at approximately 3:30 pm, please see the attached estimated list of items that were illegal disposed of from Apt Unit 3007A.

I have yet to receive a request in writing for this list of items. I have followed-up with additional questions, by email and by phone with no contact back from The Rowan Apartments since Thursday, August 18th. Even after being told by the receptionist that Katie would be responding back to me by email or phone call. As of today, August 22, 2022 no one has responded to my calls or emails since Thursday. This is a very painful situation for both my son and myself.

Time loss from school and work dealing with this dreadful/unfortunate situation.

Again, if this matter is not resolved within the previously noted 3 business days mentioned on email dated August 18th, I will be referring this issue to my attorney.

Shawndolena Arnold-Postell
275 Country Roads Circle
Stockbridge, Georgia 30281



ROA 001036

27,500.00

Total

ROA 001037

7:10



Carlton



Today 7:07 PM

Hey Carlton. Do you by chance have the computer or anything else from unit 3007 that was trashed out. If so, can you bring it to the office?

Delivered

Yeah. I'll bring it in a minute.

Ok



ROA 001038



100-631-6598
**PLAINTIFF'S
EXHIBIT**
1.1

ROA 001039



PLAINTIFF'S
EXHIBIT
14
22-4479 L01

ROA 001040



CL 6 Christopher Lewis Yesterday 6:17 PM
Alright so... I am about to deal with a parent via telephone regarding unit 3007A (Ansel Postel) He is a renewal but he walked in his unit today and his unit is trashed out and ALL of his belongings are gone. I need some kind of help from you all while Kabre and Rachelle are working on FAS's.

Please don't speak just type if you have information.

He is in the office

He is renewed in the system.

Do we have his belongings?

I am just freaking out...

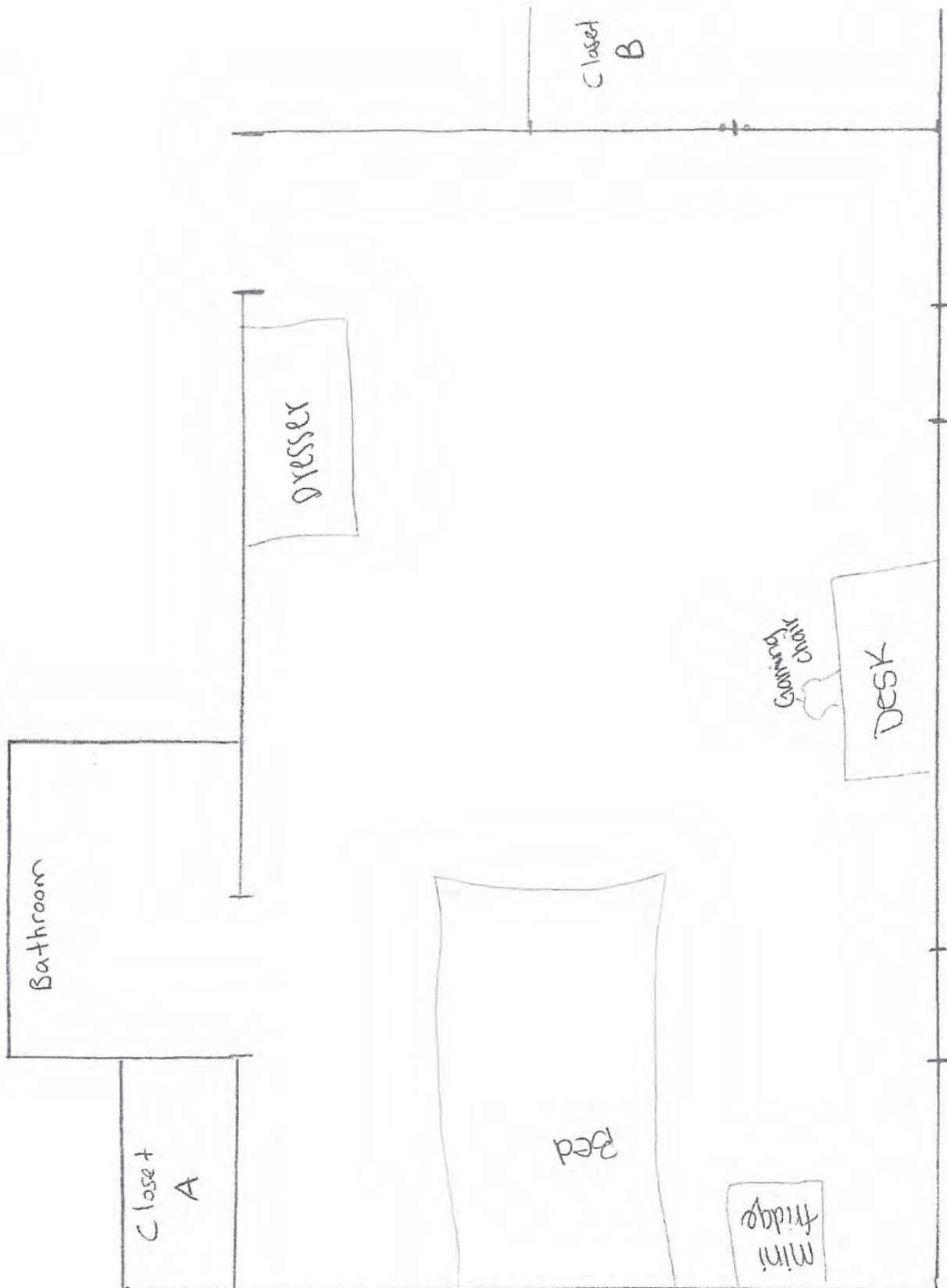
AY Ashanti Young Yesterday 6:19 PM
We have the two screens monitors and safe me and Carlton went there the first day of tum
After that maybe on Thursday me, tri and Myra went in there and trashed it out

Yesterday 6:21 PM
The inspection indicates that the apartment was in good condition and no trash out

AY Ashanti Young Yesterday 6:25 PM
He was not marked as renewed on me and Carlton's list the day we went in.

Type a new message





PENGAD 000-631-0059
DEFENDANT'S
EXHIBIT
1
22-4419pg

PENGAD 000-631-0059
DEFENDANT'S
EXHIBIT
1 - Victim
4/23/24

Closet B

- 1- Chest
- 3 dress shoes
- 1 safe
- 3 button up shirts
- 3/4 empty shoe boxes
- 1 tote with rags and towels

Closet A

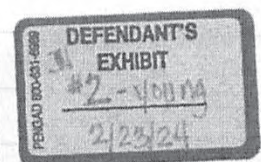
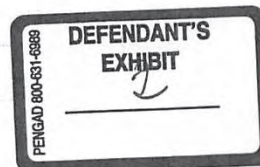
- 1- iron & board
- 1 hamper with iron and cleaning supplies

Bed

- 1 balled up fitted sheet

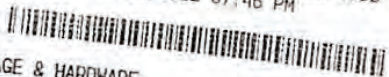
CA Dresser

cleaning supplies on top





Columbia Garners Ferry - 803-647-0168
5090A Garners Ferry Rd
Columbia, South Carolina 29209-0600
08/05/2022 07:46 PM



GARAGE & HARDWARE	
064080017 SHWR ROD	T \$18.00
064080708 SHWR HOOKS	T \$12.00
HEALTH AND BEAUTY	
253064372 Charm Strong	T \$18.79
049091168 GrinOralCare	T \$2.99
049003296 Method	T \$6.99
049096003 Oral-B	T \$10.49
049097493 Colgate	T \$6.99
HOME	
062050327 Bed Pillow	N \$29.98
2 @ \$14.99 ea	
060134019 TH Comforter	N \$69.00
064091612 BATH TOWEL	N \$27.00
4 @ \$6.75 ea	
Regular Price \$9.00	
064091614 WASHCLOTH	N \$28.00
4 @ \$7.00 ea	
064186034 RE SHWR CRTN	N \$11.00
064180082 SHWR CURTAIN	N \$16.00
064080537 MBD SHWR LNR	N \$6.00
062163160 Sheet Set	N \$59.00
064155738 THR Rug Set	N \$20.00
KITCHEN	
002017562 Brightroom	T \$15.00
LAUNDRY CLEANING AND CLOSET	
002014749 RE	T \$6.00
Regular Price \$8.00	
SUBTOTAL \$363.23	
T = SC TAX 8.00000 on \$97.25	\$7.78
TOTAL \$371.01	
CASH PAYMENT	\$400.01
CHANGE DUE	\$29.00

Your Target Circle earnings are in!
Open the Target App or visit
Target.com/Circle to see your benefits.

SOME PROMOTIONS MAY REDUCE THE
REFUND VALUE OF ITEMS

TOTAL SAVINGS THIS TRIP
\$11.00

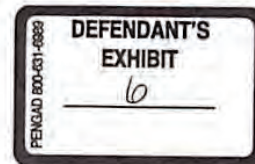
REC#2-2217-1923-0077-0804-3 VCD#750-283-838

Help make your Target Run better.
Take a 2 minute survey about today's trip

informtarget.com
User ID: 7778 2807 7992
Password: 291 957

CUENTENOS EN ESPAÑOL

Please take this survey



2:15

65

3



Mom

Fri, Aug 5 at 6:38 PM

Please don't say no more than needed. They will have to correct the issue with purchasing new stuff if they don't have it

Let them use there card for purchases if needed

Call me

Call me when u get in the store

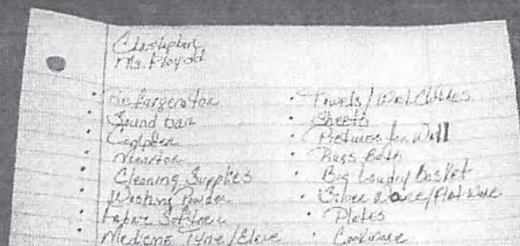
I think the connection is bad in the store

I think the connection is bad in the store

Put the food in the freezer

I will when I get back

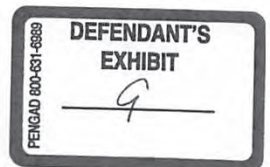
Fri, Aug 5 at 9:10 PM



iMessage



Cash



Postell 0010

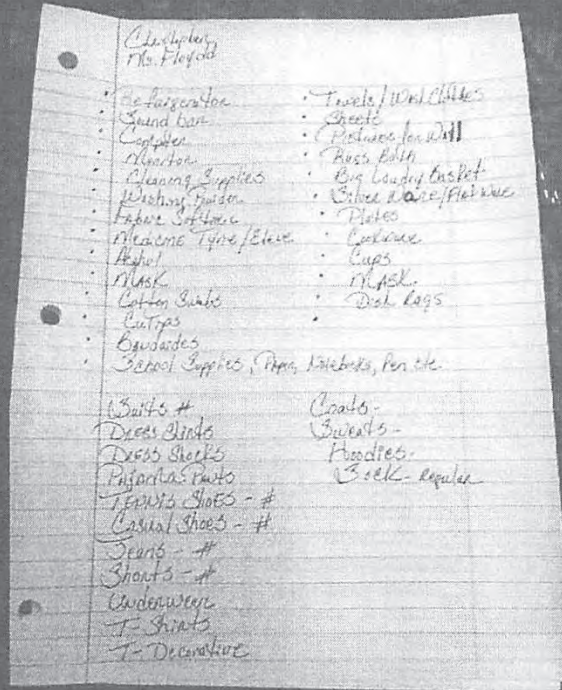
ROA 001045

2:15

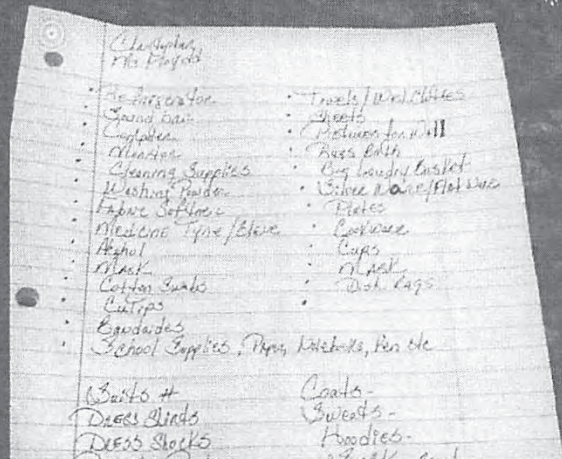
65

M

Mom



Add Apple Watch



P - Postell 0011

ROA 001046

2:15

65

3

M

Mom



Take the clothes stuff off I got that

What do u mean u need to list the
number of items and names of shoes

O

I was saying I was making a list for
that stuff

Call me when u done I just thought
about something

Text me

No

When u are Dr one

Done

Ur book bag

Add to list

Just call me when u finish

Sat, Aug 6 at 10:50 AM

We're we supposed to call cops?

Not sure 🤔



Message



Cash



P - Postell 0012

ROA 001047

2:16

65

< 3



Mom

Can u call what's her name who in law up north

Like now before I go

Vicky Orem



I told peanut to tell her to call u

You could have just asked the question that may take a while

Oh

Yeah

Tell me when u can talk

I can talk

Sat, Aug 6 at 1:37 PM

Go to urgent care and take a test u will know in 2 hours

I'll just be sick

I'm not putting something up my nose

It's really not that bad That way you



iMessage



Cash



P - Postell 0013

ROA 001048

2:20

65

3

M

Mom

Maybe 🤔 u should consider just having them replace the computer think about it and decide this week

It's not a matter of replacing I built the pc so I can replace the parts but buying a new one is less frustrating because all of worry about is forward

Software not forward

Wed, Aug 17 at 2:17 PM

Can u ask Chris who the artist is as

Tattoo

I will ask if I can get him to answer

Wed, Aug 17 at 10:05 PM



P-Postell 0014

ROA 001049

2:20

65

3

M

Mom

Super I had to email them this morning because of course they did not send me the email yesterday I know they're just trying to drag things out but I'm keeping my paper trail in case I have to go to court



I definitely wear a 32 they all fit good so far

Yaaaaay

Fri, Aug 19 at 5:07 PM



P - Postell 0015

ROA 001050

2:21

65

3

M

Mom

Call me before going to apartment to
speak with Katie

U gpt in contact?

No but just wait

Send me the approximate cost of
parts for computer just estimate

5,000 or 6,0000

Opps 6,000

Hello

Respond I need to send the amount
per Vicky

6500-7500

Your shipment
1Z7354E74205346643

Estimated delivery
Tomorrow, August 23 by 7:00 P.M.

✓ Label Created
→ On the Way
○ Out for Delivery



P - Postell 0016

ROA 001051

Selena Coggins

From: Shawndolena Arnold <sarnold1569@yahoo.com>
Sent: Wednesday, August 24, 2022 5:36 PM
To: Arnold-Postell, Shawndolena
Subject: Fw: Computer parts Ansel Jamahl Postell Unit 3007A- Reimbursement Request

CAUTION: This email originated from outside of DHS. DO NOT click links or open attachments unless you recognize and/or trust the sender. Please select the Phish Alert Report button on the top right of your screen to report this email if it is unsolicited or suspicious in nature.

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Saturday, August 20, 2022, 12:22 PM, Shawndolena Arnold <sarnold1569@yahoo.com> wrote:

Good morning Ms Katie and Christopher,

I have been trying to reach you for the last two days regarding the subject matter. No one has called me back nor has anyone followed up with an email.

Please be in contact with me ASAP. Ansel Jamahl and I are needing to speak with you regarding the ordering of parts for his computer! As well as an update regarding the disposal of other property items.

This is a urgent matter of concern!

Shawndolena Arnold-Postell
4042176614

Sent from Yahoo Mail for iPhone

On Friday, August 19, 2022, 10:12 AM, Shawndolena Arnold <sarnold1569@yahoo.com> wrote:

Good Morning Ms Katie and Christopher,

Per the conversation on yesterday it was stated by Ms Katie that she would be sending me a follow-up email on yesterday evening.

I am emailing this morning to advise that I have not received the mentioned email. However, I did follow up with a phone call this morning and I was told by the receptionist that a email will be provided.

Shawndolena Arnold-Postell
275 Country Roads Circle



Stockbridge, Ga 30281

Sent from Yahoo Mail for iPhone

On Thursday, August 18, 2022, 3:59 PM, Shawndolena Arnold
<sarnold1569@yahoo.com> wrote:

Good Afternoon Ms. Floyd and Christopher,

Per our conversation this afternoon, August 18th, 2022, regarding the unlawful disposal of ALL property contained in unit 3007A (Ansel Jamahl Postell) and the status update regarding the initial payment of \$20,000.00. "Excluding the reimbursement for computer damage."

On August 5th, 2022, I was advised by Ms. Floyd and Christopher that the initial installment excluding the computer damage would be sent by The Rowan Apartment no later than **Monday, August 22, 2022. (Within a 2 week timeline).** This was based on me providing the cost of disposed items. The amount of \$20,000.00 was provided to both Ms. Floyd and Christopher on Monday, August 8th, 2022. Excluding the Computer Damage.

As of today, I am not in receipt of any payment.

Ms. Floyd has assured me that she would be in contact with me today, after she speaks with her supervisor.

Please allow this letter to serve as an attempt in good faith to resolve this open and close case.

I hereby demand that payment of \$20,000.00 for reimbursement of the unlawful disposal of property by The Rowan Apartments be paid to be within 3 business days of this email. Excluding Computer Damage.

The check should be made payable to :

Shawndolena Arnold-Postell - mailing address 275 Country Roads Circle, Stockbridge, Georgia 30281.

-Shawndolena Arnold-Postell

On Thursday, August 18, 2022, 12:07:21 PM EDT, Shawndolena Arnold
<sarnold1569@yahoo.com> wrote:

Thanks Ms Floyd for the follow up.

2 pm should work for me, I will look forward to your call.

Shawndolena Arnold-Postell
275 Country Roads Circle
Stockbridge, Ga 30281

Sent from Yahoo Mail for iPhone

On Thursday, August 18, 2022, 11:55 AM, Katie Floyd
<KFloyd@rowanapartments.com> wrote:

Good morning,

Thank you for your email and I apologize for being out of pocket for the last week.

I have a few more meetings this morning, but will be able to give you a call this afternoon. Would 2 PM work for you?

Please let me know if that works or if another time is needed.

Thank you,

Katie Floyd

She / Her / Hers*
General Manager

KFloyd@RowanApartments.com

803.836.8438 - Office

From: Shawndolena Arnold <samold1569@yahoo.com>
Sent: Thursday, August 18, 2022 9:34 AM
To: Katie Floyd <KFloyd@rowanapartments.com>;
Christopher Lewis <clewis@rowanapartments.com>;
postellansel@gmail.com
Subject: Important: Follow-up Ansel Jamahl Postell Apt
Issue of the Removal of Items

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Ms. Floyd and Christopher,

This email is a follow-up to the voicemail message and a message left with the receptionist this week Monday and Wednesday. Please give me a call regarding the incident at apartment #3007A.

Thanks in advance!

Shawndolena Arnold-Postell

4042176614

275 Country Roads Circle

Stockbridge, Ga 30281

On Sunday, August 14, 2022, 09:38:30 AM EDT,
Shawndolena Arnold <sarnold1569@yahoo.com> wrote:

See below! I resent this email as I forgot to include Ansel
Jamahl.

On Sunday, August 14, 2022, 09:37:22 AM EDT, Shawndolena
Arnold <sarnold1569@yahoo.com> wrote:

Good Morning Ms. Floyd and Christopher,

This is a follow-up to my previous email regarding traveling to
SC this Sunday. Due to unforeseen circumstances, I will not
be traveling to SC today Sunday. I will follow-up with you
both regarding my future travels to SC. I think it may work out
best as you both are working on the grounds of the property.
Also, Jamahl will need a letter for school regarding his
absence on Monday and Tuesday. If either of you could
please prepare a notice of the incident that would be great.
Jamahl was not able to attend on those days due to the
unexpected situation. He is now in school and working
through the process.

Again if you have any questions or concerns please give me a
call at 404/217-6614. Have a great Sunday!

Shawndolena Arnold-Postell

275 Country Roads Circle

Stockbridge, GA 30281

On Wednesday, August 10, 2022, 03:26:19 PM EDT,
Shawndolena Arnold <sarnold1569@yahoo.com> wrote:

Good Afternoon Ms. Floyd and Christopher,

Per our conversation today, please make the reimbursement
payable to me. (Shawndolena Arnold-Postell)

It is my plan to travel to S.C. either Sunday, August 14th or
one day next week. If I decide to travel next week, I will
follow up with another email to advise you of that date.

Thanks in advance!

Sent from Yahoo Mail for iPhone

On Wednesday, August 10, 2022, 2:24 PM,
Shawndolena Arnold <sarnold1569@yahoo.com>
wrote:

Good Afternoon Ms. Floyd and Christopher,
Please give me a call at your earliest
convenience. I left a message on Tuesday,
August 9th with the Receptionist.

Thanks

4042176614

Shawndolena Arnold-Postell

Sent from Yahoo Mail for iPhone

On Sunday, August 7, 2022, 6:52 PM,
Katie Floyd
<KFloyd@rowanapartments.com>
wrote:

Good evening,
Thank you for your email
regarding this issue and
allowing Chris and me the
opportunity to rectify this
unfortunate event.
Regarding the series of
events, this is correct:
All items from Unit
3007A (Ansel's
apartment) were removed.
Unfortunately, the
removed items were not
stored correctly and only
some items have been
recovered at this time.
From our telephone
conversation today, the
initial (not final) quote for
replacing all items is
starting at \$20,000. While
this remains an estimate, it
is the minimum amount of
financial reimbursement
needed to cover the known
items that were disposed
of improperly.
Additionally, it remains
unknown if the computer
tower can be repaired or if
the parts will need to be
replaced. Once confirmed,
you will let us know so
that we can make next
steps in the preparation.
If anything else is needed
in the meantime, please let
Chris or me know.
Thank you,

Katie Floyd

She / Her / Hers*

General Manager

KFloyd@RowanApartments.com

803.836.8438 – Office

From: Christopher Lewis

<clewis@rowanapartments.com>

Sent: Sunday, August 7,
2022 3:46 PM

To: Katie Floyd

<KFloyd@rowanapartments.com>

Subject: Fwd: Ansel

Jamahl Postell Apt Issue of
the Removal of Items
See below and we can
copy all parties back into
the chain if needed.
Christopher Lewis
Leasing and marketing
manager
The Rowan Apartments
[clewis@rowanapartments](mailto:clewis@rowanapartments.com)
[.com](mailto:clewis@rowanapartments.com)

From: Shawndolena
Arnold
[sarnold1569@yahoo.co](mailto:sarnold1569@yahoo.com)
[m](mailto:sarnold1569@yahoo.com)>
Sent: Saturday, August 6,
2022 2:48 PM
To: Christopher Lewis
[clewis@rowanapartment](mailto:clewis@rowanapartments.com)
[s.com](mailto:clewis@rowanapartments.com)>;
postellansel@gmail.com
postellansel@gmail.com
>

Subject: Ansel Jamahl
Postell Apt Issue of the
Removal of Items

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon
Christopher,
This email is simply to
confirm our conversation
with you and Ms Floyd's,
regarding the
unwarranted removal of
ALL of the personal
belongings of Ansel
Postell.
Ansel returned to his APT
Unit on August 5, 2022, to
prepare for early planning
to start school on
Monday, August 8th. To
his surprise All of his
belongings had been
removed from the Apt
unit.
Christopher and Ms. Floyd
are working with both Ms
Postell and Ansel to
rectify the issue of

concern and to make
Ansel Postell Hold.

The rent for the Apt has
been paid up through Jan
2023.

Christopher I did not have
the email address for
Ms.Floyd.

Thanks in advance as we
work through this tragic
concern.

Shawndolena Arnold-
Postell
4042176614

Sent from Yahoo Mail for
iPhone

Selena Coggins

From: Shawndolena Arnold <sarnold1569@yahoo.com>
Sent: Wednesday, August 24, 2022 7:56 PM
To: Arnold-Postell, Shawndolena
Subject: Fw: List of Items Missing from Unit 3007A
Attachments: Draft Rowan (Missing Items).xlsx

CAUTION: This email originated from outside of DHS. DO NOT click links or open attachments unless you recognize and/or trust the sender. Please select the Phish Alert Report button on the top right of your screen to report this email if it is unsolicited or suspicious in nature.

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Monday, August 22, 2022, 3:43 PM, Shawndolena Arnold <sarnold1569@yahoo.com> wrote:

Per my conversation with Katie and Christopher on Thursday, August 18th.

As requested by phone from Katie/Christopher on Thursday, August 18th at approximately 3:30 pm, please see the attached estimated list of items that were illegal disposed of from Apt Unit 3007A.

I have yet to receive a request in writing for this list of items. I have followed-up with additional questions, by email and by phone with no contact back from The Rowan Apartments since Thursday, August 18th. Even after being told by the receptionist that Katie would be responding back to me by email or phone call. As of today, August 22, 2022 no one has responded to my calls or emails since Thursday. This is a very painful situation for both my son and myself.

Time loss from school and work dealing with this dreadful/unfortunate situation.

Again, if this matter is not resolved within the previously noted 3 business days mentioned on email dated August 18th, I will be referring this issue to my attorney.

Shawndolena Arnold-Postell

275 Country Roads Circle

Stockbridge, Georgia 30281

Selena Coggins

From: Shawndolena Arnold <sarnold1569@yahoo.com>
Sent: Wednesday, August 24, 2022 5:36 PM
To: Arnold-Postell, Shawndolena
Subject: Fw: List of Items Missing from Unit 3007A

CAUTION: This email originated from outside of DHS. DO NOT click links or open attachments unless you recognize and/or trust the sender. Please select the Phish Alert Report button on the top right of your screen to report this email if it is unsolicited or suspicious in nature.

EXHIBIT Q

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Tuesday, August 23, 2022, 4:55 PM, Katie Floyd <KFloyd@rowanapartments.com> wrote:

Good afternoon,

Thank you for sending this over and I have submitted the information to my regional for review and further instruction.

Once I have additional information on next steps or what to expect, I can let you know the status/updates on this.

Moving forward, I do request that this be handled in written communication only to allow for both of us to have written record of what is discussed and communicated.

Please let me know if there are any additional questions I may help to answer at this time.

Thank you,

Katie Floyd

She / Her / Hers*
General Manager

KFloyd@RowanApartments.com

803.836.8438 - Office

From: Shawndolena Arnold <sarnold1569@yahoo.com>
Sent: Monday, August 22, 2022 3:44 PM
To: Katie Floyd <KFloyd@rowanapartments.com>; Christopher Lewis <clewis@rowanapartments.com>; postellansel@gmail.com
Subject: Fw: List of Items Missing from Unit 3007A

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Per my conversation with Katie and Christopher on Thursday, August 18th.

As requested by phone from Katie/Christopher on Thursday, August 18th at approximately 3:30 pm, please see the attached estimated list of items that were illegal disposed of from Apt Unit 3007A .

I have yet to receive a request in writing for this list of items. I have followed-up with additional questions, by email and by phone with no contact back from The Rowan Apartments since Thursday, August 18th. Even after being told by the receptionist that Katie would be responding back to me by email or phone call. As of today, August 22, 2022 no one has responded to my calls or emails since Thursday. This is a very painful situation for both my son and myself.

Time loss from school and work dealing with this dreadful/unfortunate situation.

Again, if this matter is not resolved within the previously noted 3 business days mentioned on email dated August 18th, I will be referring this issue to my attorney.

Shawndolena Arnold-Postell

275 Country Roads Circle

Stockbridge, Georgia 30281

Katie Floyd

From: Nick Hooser
Sent: Wednesday, July 6, 2022 4:29 PM
To: Katie Floyd
Subject: FW: sadden and very disappointed

From: Shawndolena Arnold <sarnold1569@yahoo.com>
Sent: Wednesday, July 6, 2022 4:13 PM
To: Trinita Geathers <tgeathers@rowanapartments.com>; Terence Jackson Archive <tjackson@rowanapartments.com>; Christopher Lewis <clewis@rowanapartments.com>
Subject: Re: sadden and very disappointed

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon Christopher and Trinita,

It saddens me that I am writing this email regarding the apartment 1507. My son and his dad traveled down to Columbia SC on last Sat thinking that he would be transferring units. A trip that was not needed. Based on my sons profile the apartment did not meet the profile information.

Christopher you and I spoke several times regarding our concerns for his accommodation. Not sure where the ball was dropped however the apartment 1507 was NOT the place for our son.

I do realize that you all were trying to accommodate us early before turn key however that need was not met.

Jamahl will continue to stay at his current apartment unless you have a better situation to offer him.

Please give me a call Trinita or Christopher so that we can discuss.

Shawndolena 4042176614

I tried calling on Tuesday with no return call.

On Monday, June 27, 2022, 09:04:04 AM EDT, Trinita Geathers <tgeathers@rowanapartments.com> wrote:

Hey Ms. Arnold, he just needs liability insurance with \$100,000 worth of coverage and his first rent installment.

From: Shawndolena Arnold <sarnold1569@yahoo.com>
Sent: Wednesday, June 22, 2022 4:49 PM
To: Trinita Geathers <tgeathers@rowanapartments.com>
Cc: Christopher Lewis <clewis@rowanapartments.com>
Subject: Re: Attn: Move In for Ansel Postell



CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon Trinita

Looks like the travel date has been decided for Saturday, July 2nd. Please give me a call regarding any information that will need to be completed prior to his arrival.

4042176614

As always thanks for all you do!

Shawndolena Arnold-Postell

On Monday, June 13, 2022, 10:17:10 PM EDT, Shawndolena Arnold <sarnold1569@yahoo.com> wrote:

Thanks Trinita for the email follow-up! I will reach out with a date for transferring units soon!

-Shawndolena Postell

On Monday, June 13, 2022, 04:54:13 PM EDT, Trinita Geathers <tgeathers@rowanapartments.com> wrote:

Hey Ms. Postell this email is in regards to Ansel transferring units before July 24th. Please let me know a date that he is going to be able to move and we will be ready for his arrival.

Trinita Geathers
Resident Director

"I've learned that people will forget what you said, people will forget what you did, but people will never forget how you made them feel." Maya Angelou

The Rowan
P: (803) 255-0170
rowanapartments.com
1051 Southern Dr. • Columbia, SC • 29201

the
ROWAN

2021-2022



LEASE CONTRACT

CERTIFIED LEASE SOUTH CAROLINA

PARTIES AND LEASED PREMISES

Owner EMRES II South Carolina, LLC	Address 1051 Southern Dr. Columbia, SC 29201	Phone (803) 255-0170
Resident Ansel J. Postell	Address 275 Country Roads Circle, Stockbridge, GA 30281 - US	Phone (404) 270 - 0392

Email Address
yungajp@icloud.com

Unit 3x3.5 - 2000 sq/ft		Floorplan 3x3.5 - 2000 sq/ft		
Street Address 1051 Southern Dr.	City Columbia	State SC	ZIP 29201	County Richland

LEASE TERM

Type ☒ Move-In ☐ Renewal	Period Twelve (12) Installments	Start Date 8/16/2021	End Date 7/25/2022	Date Signed July 6, 2021
---	---	--------------------------------	------------------------------	------------------------------------

RENT

RENT			
Payable To The Rowan	Address 1051 Southern Dr., Columbia, SC 29201		Phone (803) 255-0170
Office Hours Monday - Friday 10am - 7pm; Saturday 10am - 5 pm; Sunday 1 - 5 pm	Due On 1st	Late On 6th	Fax () -

CHARGES

Late Payment	\$100.00	Dishonored Payment	\$35.00	Transfer Charge	\$300.00
Reletting Charge	\$250.00				

CONCESSIONS

1. 3x3.5: August 16, 2021 - July 25, 2022	\$81.00
<i>(Concessions not applied for full lease term are not factored into Installment Payments)</i>	

INSTALLMENT PAYMENTS		DEPOSITS		FEES	
Rent	\$710.00	Security Deposit	\$0.00	Application Fee	\$0.00
3x3.5	(\$81.00)	TOTAL SECURITY DEPOSIT	\$0.00	Administrative Fee	\$0.00
TOTAL INSTALLMENT	\$629.00			TOTAL ONE-TIME FEES	\$0.00

THIS RESIDENTIAL LEASE CONTRACT (this "Agreement") is made and entered into as of the **6th** day of **July, 2021**, by and between Owner of Residential Community ("Owner") and **Ansel J. Postell** (hereinafter collectively "Residents"). Owner hereby leases to Residents the premises at **1051 Southern Dr., Columbia, SC 29201** (the "Leased Premises"), located within **The Rowan** (the "Residential Community"), for use exclusively as a private residence, and not for any other purpose. The Leased Premises may also include the rental of parking, storage and garage spaces, if applicable, which will be designated and included in a separate written agreement. Residents' performance of their obligations contained in this Agreement may be guaranteed by a third party. Any third-party guarantee agreements will be included with and attached to this Agreement. Owner's representatives, agents, affiliates, successors, assigns, employees, officers, and directors are hereby incorporated by reference to benefit from any and all waivers, releases, and limitations of liability made by Residents hereunder.

This Agreement is governed by the South Carolina Residential Landlord and Tenant Act, Section 27-40-10, et. seq., of the Code of Laws of South Carolina, 1976, as amended (the "Act").

Any individual(s) assigned by Owner to share the Leased Premises with Residents, or to occupy another bedroom of the same apartment as Residents, under a separate Residential Lease Contract, shall be referred to hereinafter as "co-resident(s)." Unless otherwise specified in this Agreement, Residents acknowledge and agree that this Agreement is for the lease of a bedroom and not a specifically numbered apartment, which may be shared with co-residents. Residents have the joint right to use and occupy the Leased Premises's applicable common living areas with co-residents, including, but not limited

Initial:

Student Housing Lease Contract - South Carolina, Certified Docs™

DEFENDANT'S EXHIBIT

12

to, kitchens, living rooms, bathrooms, laundry areas, storage areas, and any private balconies or patio attached to the Leased Premises. Residents agree that Owner is not liable for any claims, actions, or damages relating to, arising out of, or connected with disputes among or between Residents and co-residents.

- 1. OCCUPANCY OF THE LEASED PREMISES.** The Leased Premises shall be occupied solely by Residents and any co-residents, as assigned by Owner. No other persons may reside in, or otherwise occupy, the Leased Premises without Owner's prior written consent. Guests are not permitted to stay in the Leased Premises for more than six (6) consecutive days or fourteen (14) total days in any twelve (12) month period, without Owner's prior written consent. Residents acknowledge that allowing unauthorized occupants to reside in the Leased Premises shall be deemed a material and incurable breach of this Agreement, and shall entitle Owner to serve Residents with a notice terminating the tenancy.

All changes in occupancy require Owner's prior written consent. If Owner consents to an occupancy change during the term of this Agreement, a new Residential Lease Contract or an amendment to this Agreement must be executed. Any assignment or subletting without Owner's prior written consent shall be void and may, at Owner's sole discretion, terminate this Agreement. Owner's acceptance of rent from any person, not identified as a Resident or a co-resident, shall be deemed to be the payment of rent on behalf of Residents and shall not constitute Owner's consent for said person to occupy or reside in the Leased Premises.

1.1. Availability and Room Assignment. To the extent practical and at Owner's sole discretion, Owner will attempt to honor Residents' request for specific bedroom or apartment types. Residents acknowledge that bedroom and apartment types are subject to availability, and Owner cannot guarantee the availability of requested bedroom or apartment type. Residents are not released from the obligations and liabilities under this Agreement if Owner is unable to accommodate Residents' request for a specific bedroom or apartment type. Additionally, Residents understand that the sums owed in this Agreement may vary depending on premiums assessed for bedroom or apartment size, location, or other values added or lost from the bedroom or apartment type originally requested by Residents, and Residents agree to pay these sums pursuant to the terms of this Agreement.

1.2. Relocation. In order to maximize operational efficiencies, Owner may, at its sole discretion, require Residents to relocate to another bedroom in the apartment or relocate to another apartment in the Residential Community. Owner reserves the right to relocate Residents at any time, with five (5) days prior written notice. Residents acknowledge and agree that variations to bedroom size, apartment size, location, and value may result from this form of relocation and that Owner shall not be liable to Residents for any costs incurred by such relocation. Additionally, Residents acknowledge and agree that failure or refusal to comply with such relocation will be deemed a violation of this Agreement.

1.3. Transfers. Residents shall not transfer or reside in another bedroom in the apartment or another apartment in the Residential Community, other than that which is assigned to Residents, without Owner's prior written consent. Residents may request a transfer, however Residents understand that such consent is predicated upon the need for a transfer and subject to availability based on the date of the request. If Owner, in its sole discretion, is able to accommodate Residents' request for a transfer, Residents agree to pay Owner, as a transfer charge, a sum of \$300.00, which shall be due prior to the effective date of the transfer. However, at Owner's sole discretion, Owner may not require a transfer charge from Residents if the transfer request is received within seven (7) days after the commencement of this Agreement. Owner's consent to one or more transfers will not be deemed a waiver of Owner's right to require prior written consent for any future transfers or right to future transfer charges.

- 2. TERM.** This Agreement shall be for a fixed lease term of twelve (12) installments, beginning at 10:00am, on August 16, 2021 and ending at 9:00am, on July 25, 2022 ("Term").

2.1. Renewal. This Agreement will **NOT** automatically renew upon expiration of the Term. Prior to the expiration of the Term, Residents may be provided an opportunity to renew this Agreement, or sign a new Residential Lease Contract for an additional term or terms, in order to remain in the Leased Premises. If this Agreement is not renewed or a new Residential Lease Contract is not signed, Owner has the right to rent the Leased Premises to other residents upon the expiration of this Agreement.

- 3. SECURITY DEPOSIT.** Residents have deposited with Owner the sum of \$0.00, the receipt of which is hereby acknowledged as a security deposit. All or a portion of the security deposit may be retained by Owner in the event Residents become liable for any of the charges listed below. The retention of the security deposit shall not limit Owner's right to proceed against Residents for claims and damages exceeding the amount of the security deposit.

TRUST ACCOUNT INTEREST: ACCORDING TO THE RULES AND REGULATIONS OF THE SOUTH CAROLINA REAL ESTATE COMMISSION AND THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, THE BROKER-IN-CHARGE HAS THE OPTION TO PLACE RESIDENTS' SECURITY DEPOSIT INTO AN INTEREST BEARING ACCOUNT AND TO RETAIN ALL INTEREST INCURRED IN SAID ACCOUNT. RESIDENTS AGREE TO AND UNDERSTAND THAT RESIDENTS HAVE BEEN INFORMED OF RESIDENTS' RIGHT TO OWNERSHIP OF THE INTEREST BUT RELINQUISHES TO THE BROKER-IN-CHARGE OR PROPERTY MANAGER-IN-CHARGE BY THIS

WRITTEN AGREEMENT SAID RIGHT OF OWNERSHIP.

Owner may recover amounts owed by Residents from the security deposit for any lawful reason including, but not limited to, the following: any damages or loss caused by Residents' default or breach of this Agreement; delinquent or unpaid rent; late fees; electricity, gas, water, sewer, stormwater, or other utility charges; damages to the Leased Premises caused by simple negligence, intentional act, accident or inaction; the replacement cost of fixtures or other items contained in the Leased Premises that are damaged or destroyed; service charges; batteries for smoke detectors or other safety devices; unreturned, damaged or missing keys or entry devices; replacement light bulbs; reletting expenses; delinquent fees or unpaid deposits; the costs of rekeying or disabling unauthorized security systems and alarms; pet charges; government assessments against Owner caused by Residents or Residents' guests; trash removal; all costs associated with illegally parked vehicles, including removal; dishonored payment fees; removal and storage of items left in the Leased Premises; all costs, including attorneys' fees, related to eviction proceedings or the enforcement of this Agreement. If the security deposit does not cover all of Owner's loss, Residents are liable for any unsatisfied amounts.

Upon termination of this Agreement, the security deposit shall be returned less amounts withheld by Owner for accrued rent and damages which Owner has suffered as set forth herein or by reason of Residents' noncompliance with the Act. Any deduction from the security deposit shall be itemized by Owner in a written notice to Residents together with the amount due, if any, within thirty (30) days after termination of this Agreement and delivery of possession and demand by Residents, whichever is later. Residents shall provide Owner in writing with a forwarding address to which the written notice and amount due from Owner may be sent.

4. **RENT.** Residents agree to pay to Owner, as total rent for the Leased Premises during the Term, the sum of **\$7,548.00**. Rent will be paid in installments of **\$629.00** due on or before the **1st** day of each month ("Due Date"), as follows:

INSTALLMENT DUE DATE	AMOUNT
1. August 1, 2021	\$629.00
2. September 1, 2021	\$629.00
3. October 1, 2021	\$629.00
4. November 1, 2021	\$629.00
5. December 1, 2021	\$629.00
6. January 1, 2022	\$629.00
7. February 1, 2022	\$629.00
8. March 1, 2022	\$629.00
9. April 1, 2022	\$629.00
10. May 1, 2022	\$629.00
11. June 1, 2022	\$629.00
12. July 1, 2022	\$629.00

Except as otherwise provided, rent shall be paid in full and received in advance, with no grace period and without demand, on or before the Due Date in the form of online payment, debit, personal check or certified check. Rent and all other sums due to Owner will be payable to The Rowan, 1051 Southern Dr., Columbia, SC 29201, (803) 255-0170. The usual days and hours when payments may be made personally are: Monday - Friday 10am - 7pm; Saturday 10am - 5 pm; Sunday 1 - 5 pm, 1051 Southern Dr., Columbia, SC 29201. Payments made will not be held at the request of anyone - all payments made will be directly deposited. It is Residents' responsibility to be certain that each payment is actually received by Owner on or before its due date. Use of a rental payment drop box, if one is provided by Owner, is for Residents' convenience - the risk of receipt of funds by Owner when such box is used is Residents' risk, and not Owner's risk.

If in any month, rent is not paid before the 6th day of the month, payment must be in the form of certified check or money order. If Owner serves Residents with a notice to pay rent or surrender possession, which Owner may do on any date after the Due Date, any payment tendered following service of said notice must be in the form of certified check or money order.

NOTICE TO RESIDENTS: IF YOU DO NOT PAY YOUR RENT ON TIME, THIS IS YOUR NOTICE. IF YOU DO NOT PAY RENT WITHIN FIVE (5) DAYS OF THE DUE DATE, OWNER CAN START TO HAVE YOU EVICTED. YOU WILL RECEIVE NO OTHER NOTICE AS LONG AS YOU LIVE IN THE LEASED PREMISES.

4.1. First Payment. Residents shall pay the first month's rent or first installment of rent on or before the Term begins. In the event Residents fail to pay the first month's rent or first installment of rent, Owner shall be entitled to recover all damages suffered, including any future rent as it becomes due and other amounts subject to any mitigation of Owner's loss.

- 5. LATE PAYMENTS AND FEES.** Owner and Residents agree that it is and will be impracticable and extremely difficult to fix the actual damages suffered by Owner in the event Residents make a late payment of rent, or when Residents make a payment that is subsequently dishonored by the bank, and that the below charges represent a reasonable approximation of the damages Owner is likely to suffer from a late or dishonored payment. Owner and Residents further agree that this provision does not establish a grace period of the payment of rent, and that Owner may give Residents a written notice to pay or quit the Leased Premises in accordance with State law at any time after the payment is due. Owner shall have all remedies under the law and this Agreement in the event Resident fails to timely pay the rent or other amounts owed. At Owner's sole discretion, Owner may report any delinquent rent or other amounts owed to a credit reporting agency.

5.1. Late Payments. Residents shall pay the total amount of rent owed on or before the Due Date. If Residents fail to timely pay all rent, Owner is entitled to a late fee of \$100.00 on the 6th day of the month.

5.2. Dishonored Payments. Residents shall owe \$35.00 for each dishonored payment, plus any applicable late fees described in this Agreement until all amounts owed are paid. In the event of a dishonored payment, Residents may, at Owner's option, be required to pay the rent and applicable late charges by certified check or money order. If one (1) or more payments submitted by Residents are, for any reason whatsoever, dishonored by the financial institution upon which it is drawn in any twelve (12) month period, Residents shall be required to pay all future rent and other charges by certified check or money order plus any and all costs required in the collection of said payments.

- 6. PAYMENTS.** Owner is not obligated to accept any payment for rent or other charge after five (5) days from the due date. Except for rent, all charges are due immediately and to be paid upon Owner's demand. To the extent allowed by law, Owner first may apply payments received to any unpaid amounts other than rent, irrespective of any written or verbal requests by Residents or when the charges may have accrued.

- 7. RENT INCREASES AND LEASE CONTRACT CHANGES.** Owner may notify Residents in writing of any increase in rent five (5) days before the final date that Residents are required to give their move-out notice. The new rent shall take effect on the date stated in the notice and after the current lease term expires. Owner may deliver the notice of an increase in rent via email or other electronic messaging service. Residents are not required to sign the written notice of rent increase or other documents for the new rent amount to take effect.

- 8. COMPLIANCE WITH RULES, LAWS, AND REGULATIONS.** Residents hereby acknowledge receipt of a copy of the Residential Community's Policies and Rules (the "Rules"), which are incorporated into and made a part of this Agreement. Residents agree to abide by said Rules in all respects. Owner may make reasonable changes to the Rules upon providing thirty (30) days written notice to Residents, and Residents agree to abide by such changes if they are distributed and applicable to the Residential Community and do not change the rent. Failure to comply with the Rules shall be deemed a breach of this Agreement.

Residents agree not to harass, annoy, or endanger any other resident or person, or create or maintain a nuisance, or disturb the peace or solitude of any other resident, or commit waste in or about the Leased Premises. Residents are responsible for the conduct of any guests while present at the Residential Community. Residents further agree not to harass, verbally abuse, denigrate or otherwise disrespect Owner's employees, agents and/or contractors or interfere with Owner's business operations. Failure to abide by this policy may result in the termination of this Agreement.

Certain acts are considered to be contrary to the safety, well-being, peace, and enjoyment of the other residents of the Residential Community, and therefore, will be considered to be a breach of this Agreement. These include, but are not limited to: 1) violations of this Agreement, the Rules, or applicable fire, safety, health, or criminal laws, ordinances, or regulations, regardless of whether or where arrest or conviction occurs; 2) Residents giving incorrect or false answers in a rental application; 3) Residents being arrested, charged, detained, convicted, or given deferred adjudication or pretrial diversion for an offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, or drug paraphernalia in violation of applicable law, or any sex-related crime, including a misdemeanor; and 4) any illegal drugs or paraphernalia are found in the Leased Premises.

- 9. REPLACEMENTS AND SUBLETTING.** Without the prior written approval of Owner, replacing Residents or subletting the Leased Premises is strictly prohibited. A replacement of Residents or sublease will be subject to Owner's policies and underwriting requirements, reimbursement of Owner's expenses in connection with the replacement or sublease, and final approval by Owner of the Residents' replacement or sublessee. Residents who are replaced or sublet the Leased Premises will continue to be liable for all of Residents' obligations of this Agreement, unless otherwise agreed to by Owner in writing. Replaced Residents' and Sublessors relinquish their rights to a refund of the security deposit, and their right to possess or otherwise occupy the Leased Premises, unless otherwise required by applicable law. Any attempt to replace any Residents or sublet the Leased Premises without Owners' prior written consent will be void. Residents shall not assign this Agreement.

- 10. USE OF LEASED PREMISES AND COMMON AREAS.** Residents shall not do or permit anything to be done in or about the Leased Premises that will in any way obstruct or interfere with the rights of other residents or occupants of the

building or injure or annoy them or use or allow the Leased Premises to be used for any improper, unlawful, or objectionable purpose. Further, Residents shall not cause, maintain, or permit any nuisance in, on, or about the Leased Premises, or commit any waste in or on the Leased Premises, and shall promptly notify Owner in writing of any defective or potentially defective conditions in the Leased Premises, or in the Residential Community. Finally, Residents shall not put the Leased Premises to any use that violates local zoning ordinances or any other law applicable to the Leased Premises. Residents agree to reimburse and indemnify Owner for all fines or other penalties incurred by Owner as a result of the violation of any statute, ordinance, regulation or other governmental restriction by Residents or Residents' guests. Nothing set forth herein shall be deemed as disallowing any use of the Leased Premises that cannot legally be prohibited.

Residents further agree to the following: 1) Residents must keep the Leased Premises and areas reserved for private use clean and sanitary; 2) trash must be disposed of at least weekly in appropriate receptacles; 3) passageways may be used only for entry or exit; 4) amenity areas must be used with care in accordance with the Rules and posted signs; 5) glass is prohibited in all common areas; 6) conducting business of any kind in the Leased Premises or the Residential Community is prohibited without Owner's prior written consent—any lawful business conducted at home by computer, mail, or telephone is permissible if permitted by local zoning ordinance and customers, clients, patients, or other business associates do not come to the Leased Premises for business purposes; 7) businesses allowed in a home by state or local statute or ordinance will be permitted with proper licensing and notification provided to Owner in advance of the operation of the business; 8) Owner may exclude from the Residential Community guests or others, who in Owner's judgment, have been violating the law, violating this Agreement or any community rules, which includes anyone who is disturbing other residents, neighbors, visitors, or Owner's representatives; 9) Owner may also exclude from any outside area or common area anyone who refuses to show identification or identify themselves as a guest or resident in the Residential Community; and 10) Residents agree to notify Owner if Residents are convicted of a felony, offense involving a controlled substance, violence to another or destruction of property or if any of the above register as a sex offender in any state. Any violation of these provisions shall be deemed a material and incurable breach of this Agreement and shall entitle Owner to serve Residents with notice terminating the tenancy.

11. LEASED PREMISES AND FURNISHINGS. Residents acknowledge that Residents have inspected the Leased Premises. Residents acknowledge that the Leased Premises are in a clean and good condition including painted surfaces, carpets, flooring, all furniture, furnishings, fixtures, equipment and appliances. It shall be conclusively presumed that said Leased Premises and all items, appliances and fixtures contained therein are in good working condition, unless Residents deliver a contrary statement in writing to Owner prior to or on the starting date of this Agreement. Residents agree to diligently maintain the Leased Premises, be responsible for the proper care of any and all furniture, furnishings, fixtures, appliances and equipment therein, and to keep the Leased Premises in a neat and clean condition. Residents promise to return the Leased Premises and all furniture, furnishings, fixtures, equipment and appliances to Owner in the same condition at the time Residents vacate the Leased Premises as when first rented, less normal wear and tear. Residents further acknowledge that the smoke detector and/or carbon monoxide detector is operable and it is the responsibility of Residents to maintain the smoke detector and/or carbon monoxide detector in accordance with law and the manufacturer's recommendations. Residents must promptly report non-functional smoke and/or carbon monoxide alarms to Owner so repairs can be made.

All appliances are installed per manufacturers' specifications and may be anchored. Residents shall not move, un-hook, or relocate any appliance connected to a gas/water source or floor drain connection at any time. Residents agree to promptly notify in writing (service request form) or by electronic notification to Owner of any defects, dilapidations, dangerous conditions, or other needed repairs as said conditions become evident. Residents agree to immediately reimburse Owner for any sums incurred by Owner to repair the Leased Premises or any item, fixture, appliance or appurtenance damaged by the misuse or neglect of Residents or Residents' guests. This Agreement may not be terminated due to interruption of any service, including necessary repairs, beyond the control of Owner, unless otherwise required by law.

11.1. Smoke Detectors. Residents will not interfere with the presence or functionality of any smoke detectors in the Leased Premises. Residents will report immediately and in writing any defects in the condition of any smoke detectors. Residents assume the responsibility for ensuring the smoke detectors are in operating condition at all times and for replacing batteries as needed. Owner may replace the batteries in any smoke detectors in the Leased Premises at any time without notice and at cost to Residents. Residents will be liable actual damages that result from Residents' failure to maintain any smoke detector in the Leased Premises.

11.2. Casualty Loss. Unless otherwise required by law, Owner is not liable to Residents or Residents' guests for personal injury, damages to or loss of personal property for any cause outside of Owner's control, including but not limited to: acts of God, fire, smoke, flood, rain, pipe leaks, ice, hail, snow, lightning, wind, earthquakes, theft, vandalism, or utility interruptions. If the Leased Premises is damaged or destroyed by fire or casualty to the extent that normal use and occupancy of the Leased Premises is substantially impaired, Residents may: a) immediately vacate the Leased Premises and notify Owner in writing within seven (7) days thereafter of Residents' intention to terminate this Agreement, in which case this Agreement terminates as of the date of vacating; or b) if continued occupancy is lawful, vacate any part of the Leased Premises rendered unusable by the fire or casualty, in which case Residents' liability for rent is reduced in

proportion to the diminution in the fair-market rental value of the Leased Premises. Unless the fire or casualty was due to Residents' negligence or otherwise caused by guests, if this Agreement is terminated, Owner shall return the security deposit subject to the terms set forth in Section 3 of this Agreement and any prorated prepaid rent from the date of the fire or casualty.

11.3. Freezing Weather Conditions. For the purpose of preventing broken pipes and other damages, Residents agree that for the duration of any freezing weather conditions, Residents will maintain the temperature of the Leased Premises at fifty (50) degrees Fahrenheit, leave all closet and cupboard doors open (which allows more heat to reach pipes), and set all water faucets to drip. Residents will be liable for any damages that result from Residents' failure to perform the responsibilities listed in this Section.

- 12. UTILITIES.** Owner agrees, at Owner's expense, to furnish the following utilities to the Leased Premises: ☒ **water, sewer, electricity, pest control, trash removal, and an Internet package**. Residents agree to pay all charges (including utility deposits) not supplied by Owner, assessed by the utility provider (or Owner, or Owner's designated Billing Party) in connection with Residents' use of utilities during the term of this Agreement, or the period of occupancy by Residents, whichever is longer. Residents agree to pay the utility bills for which they are responsible and ensure that utilities remain connected for the duration of the Term or any renewal period. Residents shall properly use all electrical, gas and plumbing fixtures and appliances only for their intended purposes. Residents shall not install or operate any additional equipment or appliance, including, but not limited to, portable generators, additional refrigerators and freezers, a dishwasher, washing machine, clothes dryer or an air conditioning unit in the Leased Premises unless supplied by Owner or with Owner's prior written approval.

Owner may modify the method by which the utilities are furnished to the Leased Premises or billed to Residents during the term of this Agreement. In the event of interruption or failure of utility services that Owner is required to furnish, Owner shall use reasonable diligence in its efforts to restore such services. Owner shall not be liable for any damages directly or proximately caused by interruption or failure of utility service unless such interruption or failure of utility service is solely due to Owner's failure to pay to the service provider for the provision of such services to the Leased Premises.

Owner reserves the right, at any time a past due balance is owing on the utilities, to apply any and all funds received from Residents, including funds paid as rent, first to the past due balance and then any remaining funds will be applied to Rent. Residents agree to this allocation of funds despite any limiting or restrictive endorsement contained on the payment. Further, if Residents fail to pay any utility charges that are to be paid by Residents, Owner may, at its option, pay such charges in full to retain continuing utility services and bill Residents such charges as additional rent together with the regular monthly rental payment on the Due Date of the month next following the date of such billing. When Residents move from the Leased Premises, the utility charges will be charged to and deducted from the security deposit. It is understood and agreed between Owner and Residents that in the event submetered or allocation payments are not made when due, it shall be considered a default under this Agreement.

- 13. DAMAGES, ALTERATIONS, AND REPAIRS.** Residents agree not to destroy, damage, deface or remove any part of the Leased Premises or Residential Community or permit any persons or animals to do so and to assume all liability for damages other than ordinary wear and tear. Residents shall make no alterations to the Leased Premises without the prior written consent of Owner. Any alteration made to the Leased Premises by Residents after that consent has been given, and any fixtures installed as a part of that work, will at Owner's option become the Owner's property on the expiration or earlier termination of this Agreement, provided, however, that Owner shall have the right to require Residents to remove any fixtures at Residents' cost on termination of this Agreement. Residents shall notify Owner of any dilapidations or other defective conditions on the Leased Premises that require repairs. Residents agree not to install additional or different locks, gates or alarms on any doors or windows of the Leased Premises without written permission of Owner. If Owner approves Residents' request to install such mechanisms, Residents agree to provide Owner with a key for each lock.

EXCEPT IN CASES OF EMERGENCIES OR FAIR HOUSING ACCOMMODATIONS, ALL NOTICES FROM RESIDENTS TO OWNER REGARDING REPAIRS, SERVICES, OR SECURITY MUST BE SIGNED BY RESIDENTS AND PROVIDED TO OWNER IN WRITTEN OR ELECTRONIC FORM ONLY, AS SPECIFIED BY OWNER. Verbal requests from Residents, as well as written notes by Owner, Owner's employees, or agents will not be considered proper notice under this provision, and Owner's compliance with Residents' verbal requests does not constitute waiver of the strict requirements of this Section. Incidents constituting emergencies include situations where persons or property are in danger of imminent harm, such as fire, smoke, flooding water or active criminal activity. Residents must immediately notify Owner of any repairs, service issues, or security issues in the Leased Premises or at the Residential Community. Owner may, in accordance with the provisions of the Act and this Agreement, terminate this Agreement upon reasonable notice to Residents if the Leased Premises are substantially damaged or the performance of services or repairs creates a danger to Residents, and Owner may remove Residents' personal property if it poses a safety or health hazard. Owner may temporarily interrupt services as needed to prevent property damage or perform repairs, which will not constitute a reduction in services entitling Residents to an abatement of rent, unless required by law.

14. RISK OF LOSS OF RESIDENT'S PROPERTY. Residents shall bear the risk of loss of any and all of Residents' personal property whether located in the Leased Premises, in garage/carport, designated storage areas or anywhere within the Residential Community. Residents agree not to hold Owner, its agents and/or employees liable in any manner for or on account of any loss or damages sustained by reason of the acts or omissions of third parties, or arising from any casualty (including but not limited to fire, smoke, rain, flood, water and pipe leaks, mold, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, or invited/uninvited guests or vandalism, unless otherwise required by law). Residents understand and agree that Residents or Residents' guests are not beneficiaries of any insurance policies held by Owner or Owner's agents. Residents are required to purchase and maintain personal liability insurance with a coverage limit of no less than \$100,000.00 for the Term and any renewal periods. Residents will be in material breach of this Agreement if they fail to comply with the requirements of this provision.

15. ANIMALS. No animals are permitted without the prior written consent of Owner. Any such consent may be revoked at any time, with or without cause, by giving 10 days written notice to Residents. Except to the extent written permission is given, animals may not be brought upon the Leased Premises, whether such animals belong to Residents or to any other person. The presence of any animals as to which written permission has not been given and is not currently in force, even if such animals are "just visiting," shall be deemed a material and incurable breach of this Agreement and shall be cause for the service of a notice terminating the tenancy. Service animals or companion animals are not subject to these provisions. However, Owner may require a written statement from a qualified professional verifying the need for the service or companion animal.

16. HOLD HARMLESS FOR GUESTS. Owner is not liable for damage to doors, window, or screens; damage caused by open windows or doors; or damage caused by wastewater stoppage in pipes exclusively serving the Leased Premises unless the damage or stoppage is due to Owner's negligence. Residents must pay for repair and/or replacement for the damage detailed above. Owner may require payment from Residents in advance of repairs or at any other time and delay in demand for payment by Owner does not constitute waiver by Owner.

17. DELIVERY OF LEASED PREMISES. If, for any reason, Owner is unable to provide occupancy to Residents by the scheduled first day of the Term, this Agreement will continue to be in effect, and Residents may elect one of the following remedies: a) a prorated daily abatement of rent until the date that Owner delivers possession of the Leased Premises; or b) Residents may terminate this Agreement up until such time as Owner delivers possession. Owner will have no liability to Residents if there is a delay of possession other than to refund any amounts paid to Owner under this Agreement. Residents' failure to take occupancy of the Leased Premises due to issues of cleanliness, repairs, or services, does not constitute a failure of Owner to deliver possession of the Leased Premises. At the commencement of the term, Owner shall deliver possession of the Leased Premises to Residents in compliance with this Agreement and Section 27-40-440 of the Act.

18. RESPONSIBILITIES OF OWNER. Owner will act with customary diligence, and as required by applicable law, in keeping common areas reasonably clean; maintaining fixtures and appliances; complying with applicable safety, sanitation, and fair housing laws; making reasonable repairs; and keeping the premises in a fit and habitable condition, provided that Residents shall be required to pay for all damages for which they are liable.

18.1. Security. Owner makes no representations or guarantees to Residents concerning the security of the Leased Premises or the Residential Community. Owner is under no obligation to Residents to provide any security measure or take any action not required by statute. The presence of courtesy patrols, patrol cars, access gates, surveillance cameras or other deterrents do not guarantee that crime can or will be prevented. All such systems are subject to personnel absenteeism, human error, mechanical malfunctions and tampering. Residents are responsible for planning and taking action with respect to the safety of Residents and their property as if such systems and deterrents did not exist. Residents agree to immediately report all suspected or actual criminal activity to the appropriate local law enforcement agencies and, after doing so, to Owner, and shall provide Owner with such law enforcement agency's incident report number upon request.

Owner has no obligation to obtain criminal background checks on any Residents and bears no responsibility or liability related to the criminal background or actions (whether past, present or future) of any person, even if Owner has actually run a criminal background check on applicants. Residents shall not rely on the fact that Owner may have run a criminal background check on Residents or any other applicant when deciding whether to enter into this Agreement. Background checks are limited to the information actually reviewed and are not a guarantee that a person with a criminal background does not reside at the Residential Community. Owner has not made and does not make any representations as to the background of any existing or future tenant and Owner is under no obligation to run background checks on any existing tenant or future applicant.

19. ACCESS. Owner or Owner's agent shall give Residents at least twenty-four (24) hours notice of intent to enter and may enter only at reasonable times; however, Owner or Owner's agent may enter the Leased Premises without consent of Residents: a) at any time in case of emergency-prospective changes in weather conditions which pose a likelihood of danger to the property may be considered an emergency; b) between the hours of 9:00 a.m. and 6:00 p.m. for the purpose

Residents will be liable for hold over rent, which will be increased by twenty-five percent (25%) over the then existing rent, and rent for the full term a lease signed by a new resident, prior to Residents' hold over, who is unable to occupy the Leased Premises because of Residents' hold over.

21.1. Cleaning. Prior to moving out, Residents are required to clean all areas of the Leased Premises, including but not limited to, living and dining rooms, kitchens, hallways, bedrooms, closets, bathrooms, floors, outdoor walkways, patios, balconies, and any leased or assigned parking or storage areas. Residents must also comply with move-out and cleaning instructions provided by Owner. If, at Owner's discretion, Residents fail to adequately clean the Leased Premises, Owner reserves the right to hire a professional cleaning service and Residents will be liable for reasonable cleaning expenses. Owner may deduct the cost of carpet cleaning regardless of whether Residents clean the carpet before delivery of possession of the Leased Premises to Owner.

22. RESIDENTS' PERSONAL PROPERTY. Residents shall vacate and remove all personal property from the Leased Premises upon expiration or termination of this Agreement without further notice or demand from Owner. Owner may remove and dispose of Residents' personal property in a manner permissible by applicable law upon termination or expiration of this Agreement, surrender, abandonment, or court ordered eviction of Resident. Residents will be liable to pay Owner for reasonable costs associated with packing, removing, storing, and selling Residents' property. Owner may consider the Leased Premises surrendered when: a) this Agreement expires; b) Residents return keys and access devices to Owner; or c) Residents have vacated the Leased Premises and the move-out date has passed, whichever is earlier. Owner may consider the Leased Premises abandoned when: 1) Residents have unpaid rent and been absent from the Leased Premises for five (5) consecutive days; 2) a significant number of Residents' personal belongings have been removed; 3) utilities to the Leased Premises has been terminated for five (5) consecutive days; 4) Residents have failed to respond within two (2) days after Owner leaves notice, on the inside of the main door, stating that Owner considers the Leased Premises have been abandoned; or 5) ten (10) days after the death of sole resident of the Leased Premises.

23. SECURITY DEPOSIT RETURN. Owner will mail the security deposit, less any lawful deductions, and an itemized list of amounts withheld no later than thirty (30) days after termination, surrender, or abandonment, unless applicable law provides otherwise. Delivery of security deposit refunds and itemized deductions to any one of multiple residents shall constitute notice and delivery to all Residents. Residents are not entitled to a refund of any portion of the security deposit unless Owner receives proper notice of move out pursuant to this Agreement.

24. RELEASE OF RESIDENTS. Unless otherwise provided for by this Agreement or by law, Residents will not be released from this Agreement.

24.1. Military Personnel Release. The Servicemembers Civil Relief Act ("SCRA") provides relief to U.S. service members entered into certain real property leases. Residents eligible for protection under the SCRA include: 1) Active duty service members who receive military orders for a permanent change of station or deployment orders; 2) Residents entering active duty service for the first time; and 3) Activated Reservists and National Guardsmen, when serving in federal active duty. The SCRA allows for early termination in the following instances: a) the service member entered into the lease before active military service; b) the service member entered into the lease while on active duty and then received permanent change of station orders; or c) the service member entered into the lease while on active duty and then received orders to deploy in support of a military operation in excess of ninety (90) days.

Residents seeking release pursuant to the SCRA are required to provide: 1) at least thirty (30) days written notice to Owner; and 2) copies of Residents' military orders. After notice is delivered, this Agreement will be terminated thirty (30) days after the next date that rental payment is due or forty-five (45) days after Owner receives notice, whichever is shorter. In order to be eligible for release under this section, this Agreement must be signed by or on the behalf of the service member. Release under this section does not apply to a co-resident who is not the spouse or legal dependent of the eligible Resident.

25. MISCELLANEOUS. This Agreement, including all applicable exhibits, schedules, addenda, or forms, sets forth all of the promises, agreements, conditions, and understandings between Owner and Residents and may not be changed or modified except by an agreement in writing signed by all parties. Residents acknowledge that all representations and statements relied upon in executing this Agreement are contained herein and that Residents in no way relied on any other statements or representations, written or oral. This Agreement and all rights of Residents arising under it are expressly agreed to be subject and subordinate to present and future recorded mortgages which are or may be placed upon the Leased Premises and all other rights afforded to the holder of any such mortgages.

25.1. Zero Tolerance Crime Policy. Residents, Residents' guests, or other individuals under Residents' control: 1) shall not engage in criminal activity or engage in any act intended to facilitate criminal activity on or near the Residential Community; 2) shall not engage in drug-related criminal activity on or near the Residential Community, including but not limited to, the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use of an illegal or controlled substance as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. § 802; 3)

shall not facilitate, use, or permit the Leased Premises to be used for criminal or drug-related criminal activity; and 4) shall not engage in any illegal activity which might negatively affect the health, safety, or welfare of Owner, Owner's agents, other residents, the Leased Premises, or the Residential Community. Owner and Residents agree that these provisions are reasonable and material and that a violation by Residents of any such provision constitutes a material breach of this Agreement and is good cause for immediate termination of tenancy.

25.2. Satellite Dishes and Antennas. The Federal Communications Commission states that Residents have a limited right to install a satellite dish or receiving antenna within the Leased Premises. This Agreement must be amended to incorporate requirements and restrictions prior to any installation. Residents are responsible for making sure the Leased Premises is in a location to receive the satellite signal prior to requesting permission to install. For information on requirements and restrictions, contact Owner. Residents shall not install any external media device nor climb or have others climb upon the roof.

25.3. Bedbugs. Bedbugs are wingless parasites which may lie dormant in cracks, crevices and personal belongings until a host is present. Residents have an affirmative duty to inspect the Leased Premises and notify Owner of the presence or infestation of insects or vermin including bedbugs within forty-eight (48) hours of Residents taking possession of the Leased Premises. Absent this timely notice to Owner, Residents acknowledge and confirm that the Leased Premises are free of the presence or infestation of insects or vermin, including bedbugs. Residents agree to maintain the Leased Premises in a manner that prevents the occurrence of an infestation of insects and vermin including bedbugs. If Residents allow individuals or items carrying bedbugs into the Leased Premises, or have repeated infestations that cannot be traced to another source, such will be deemed damage to the Leased Premises and Residents will be responsible for the cost of treatment to the Leased Premises, personal belongings and surrounding residences as necessary to eradicate the infestation.

25.4. Fair Housing. Owner shall comply with all applicable local, state, and federal non-discrimination and fair housing laws, including laws which prohibit discrimination on the basis of race, religion, ethnic origin, national origin, color, sex, age, physical or mental disability, or family status.

25.5. Sale of Leased Premises. In the event of a sale or pending sale of the Residential Community or in the event Owner, new owner, lender, or lender's receiver must obtain possession of the Leased Premises in order to redevelop, renovate, or demolish the Leased Premises or any portion of the Residential Community, Residents agree that Owner, new owner, lender, or lender's receiver shall have the right to terminate this Agreement upon sixty (60) days written notice.

25.6. Photograph Release. Residents give permission to Owner to use any photograph or photographic image including video or video stills taken of Residents while in the common areas of the Residential Community or at any events sponsored by the Residential Community. Residents hereby grant Owner, and any of Owner's affiliates, successors or anyone else authorized by Owner, the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise, the unlimited use of Residents' image, without restriction as to changes or alterations, made through any medium, for any legal purpose whatsoever. Residents also consent to the use of any printed matter in conjunction therewith. Residents hereby waive any right to inspect or approve the finished product and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied. Residents hereby release, discharge, and agree to hold harmless Owner and any of Owner's affiliates, successors or anyone else authorized by Owner, for all claims and demands arising out of or in connection with the use of the images taken of Residents, including without limitation any and all claims for libel, false light or invasion of privacy.

Initial: 

25.7. Waiver of Jury Trial. To the extent permitted by law, the parties agree that any dispute arising from or related to this Agreement will be decided by a judge and not a jury.

25.8. Force Majeure. To the fullest extent permitted by law, Owner shall be excused from performance or obligations under this Agreement in the event of an act of God, epidemic, war, acts of terrorism, flood, fire, tornado, hurricane, riot, or any other event beyond Owner's control.

26. DISCLOSURE. Owner may provide information on Residents or Residents' rental history to business affiliates or upon reasonable request from an authorized agent of state or federal government or law enforcement agency.

27. NO WAIVER. Owner's failure on any occasion to require strict compliance with any provision of this Agreement or to exercise any rights arising hereunder shall not be deemed a waiver of Owner's right to subsequently enforce any such provision or to insist upon any such right. The fact that Owner may have accepted late payment(s) on one (1) or more occasions shall not be deemed a waiver of Owner's right to insist upon timely payment of rent nor to exercise any remedy available for late payment of rent. Acceptance of rent following a breach of this Agreement shall not be deemed to constitute a waiver of such breach. No custom or practice which may develop between the parties in the course of the tenancy shall be construed to waive the right of Owner to enforce any provision of this Agreement.

Owner's representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Agreement or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on Owner or Owner's representatives unless in writing. Except when notice or demand is required by statute, Residents waive any notice and demand for performance from Owner of Residents' default. Written notice to or from Owner's agents, representatives, or managers constitutes notice to or from Owner. All notices must be signed.

28. SEVERABILITY. If a provision or paragraph of this Agreement is legally invalid, or declared by a court to be unenforceable, such provision or paragraph will be deemed deleted and the rest of this Agreement shall remain in effect. To the extent that any provision of this Agreement is in conflict with any provisions of applicable law, such provision is hereby deleted, and any provision required by applicable law which is not included in this Agreement is hereby inserted as an additional provision of this Agreement, but only to the extent required by applicable law and then only so long as the provision of the applicable law is not repealed or held invalid by a court of competent jurisdiction.

29. ATTACHMENTS TO THE AGREEMENT. Residents certify that he/she/they have received a copy of this Agreement and the below listed attachments to this Agreement, and understand that these attachments are part of this Agreement.

Mold Disclosure Addendum	Furniture Addendum
Animal Addendum - Student Housing	Internet Access Addendum
Assignment Addendum - Student Housing	No-Smoking Addendum - Student Housing
Bedbug Addendum - Student Housing	Parking/Storage Addendum - Student Housing
COVID19 - Rules & Regulations	Requirement of Renters Insurance
Community Policies Addendum - Student Housing	Roommate Addendum
Concession Addendum - Student Housing	Roommate Matching
Crime/Drug Free Housing Addendum - Student Housing	Utility Addendum - Student Housing

30. SIGNATORIES. This Agreement expresses the complete understanding of the parties with respect to the subject matter set forth herein and supersedes all prior proposals, agreements, representations and understandings. The undersigned Residents, whether or not in actual possession of the Leased Premises, are jointly and severally responsible for all obligations arising hereunder. This Agreement shall not be considered to be in full force and effect until signed by Owner. Owner may, without liability, refuse to enter into this Agreement and may refuse to allow Residents to occupy the Leased Premises at any time prior to signing this Agreement. Anything to the contrary in this provision notwithstanding, Residents shall be fully liable for all obligations arising hereunder, and Owner may enforce the provisions of this Agreement against Residents if, for any reason or by any means, Residents obtain occupancy to the Leased Premises before such time as this Agreement has been signed by Owner or Owner's authorized agent.

Residents affirmatively state that Residents have never been and are not currently a criminal sex offender.

30.1. Electronic Signatures. The parties agree that they may enter into this transaction by electronic means; although, traditional hard copies with ink signatures may be used instead at Owner's option or if required by law. Residents agree and acknowledge that if Residents are entering into this transaction with Owner by electronic means, doing so is not conditioned on Residents' agreement to conduct the leasing transaction electronically.

INTENDING TO BE BOUND, the parties hereto have executed this Agreement under seal as of the day and year first above written.


Signed by Ansel J. Postell
Tue Jul 6 2021 02:57:54 PM EDT
Key: 69955C84; IP Address: 47.39.192.204
Ansel J. Postell (Resident)

Date


Signed by Terence Jackson
Tue Jul 6 2021 03:08:05 PM EDT
Key: F9F7B4B3; IP Address: 98.101.194.138
(Owner/Agent)

Date

ANIMAL ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated July 6, 2021, and is between the Owner of The Rowan ("Owner") and Ansel J. Postell, (collectively and individually "Residents"), for the premises at 1051 Southern Dr. #3x3.5 - 2000 sq/ft, Columbia, SC 29201 (the "Leased Premises"), which is located within The Rowan (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

1. **DESCRIPTION OF ANIMALS.** Subject to strict compliance with this Addendum, Resident is permitted to have the below described animals in the Leased Premises until the expiration of the Lease Contract. Resident acknowledges that authorization may be sooner terminated if: a) Resident's tenancy is lawfully terminated; or b) Resident, or Resident's guests, violate any of the terms or conditions of this Addendum.

Resident may not substitute any other animals. Neither Resident nor Resident's guests may bring any other animal – mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect – onto the Leased Premises or the Community.

2. **ANIMAL RENT.** Resident agrees to pay Owner a sum of \$0.00, as animal rent, due on the 1st day of each month with the regular installment payment. The installment amount listed in Section 5 of the Lease Contract (entitled "Rent") includes the animal rent.
3. **ANIMAL DEPOSIT.** Resident agrees to pay Owner a sum of \$0.00, as an animal deposit, due prior to move-in. Owner will consider the animal deposit part of the security deposit for all purposes, and is not limited in use to damages caused by the animals listed in this Addendum. The deposit amount listed in Section 4 of the Lease Contract (entitled "Security Deposit") includes the animal deposit. Refund of the security deposit will be subject to the terms and conditions set forth in the Lease Contract, and the animal deposit is not separately refundable even if the animals are removed prior to the end of the tenancy.
4. **ADDITIONAL FEE.** Resident agrees to pay Owner a sum of \$0.00, as a non-refundable animal fee, due prior to move-in. The non-refundable animal fee will not be returned or credited to any charges owed by Resident at the time of move out.
5. **ANIMAL RULES.** Resident is responsible for the animals brought onto the Leased Premises and/or the Community by Resident and Resident's guests, even if the animals do not belong to Resident. Resident agrees to abide by the following rules:
1. Residents shall be limited to a maximum of 1 animal(s) while residing at the Residential Community.
 2. Animals must not disturb other residents, regardless of whether animals are inside or outside the Leased Premises.
 3. Animals must be under Resident's supervision when outside the Leased Premises, and shall not be tied to anything or left unattended outside the Leased Premises – except for areas designed to Resident's exclusive use.
 4. Owner may, but has no obligation to, retrieve and return unleashed animals to the Leased Premises, or report them to the proper authorities. Owner may impose reasonable charges for picking up and/or keeping unleashed animals.
 5. Due to health regulations, Resident must not let non-support animals into pool areas, laundry rooms, offices, or other recreational facilities.
 6. Animals must be housebroken, and may not weigh more than ten (10) pounds, fully grown, unless otherwise agreed to by Owner in writing. No animal offspring are allowed.
 7. Animals must be fed and watered inside the Leased Premises. Do not leave animal food or water outside the Leased Premises at any time – except for areas designed to Resident's exclusive use. Resident should not leave animals on patios or balconies, if applicable, for extended periods of time.
 8. Owner is not obligated to make necessary or requested repairs while unattended animals are present in the Leased Premises.
 9. Resident is prohibited from letting animals defecate or urinate anywhere on the grounds of the Community. Resident must take animals off the Community grounds for that purpose. If animals defecate anywhere in the Community, Resident will be responsible for immediately removing the waste and repairing any damage. Patios and balconies, if applicable, should be kept clean of animal droppings, especially during hot weather when odors from such can be extremely offensive to other residents.
 10. Notwithstanding anything to the contrary in this Addendum, Resident must comply with all local, state and federal laws and ordinances regarding animal defecation, ownership and care.
 11. Owner reserves the right to make reasonable changes to the animal rules from time to time, in accordance with applicable laws. Owner will distribute written notice of any changes to the animal rules to all residents who are allowed to have animals.

12. Resident hereby represents and warrants that the above described animals has been properly licensed and inoculated as required by local law and Resident agrees to maintain such licensing and inoculation of the animals and to furnish Owner with evidence thereof promptly upon request.
6. **ANIMAL RESTRICTIONS.** Restricted animals and/or breeds include, but are not limited to, the following:
1. Animals: ☒ Reptiles (snakes, iguanas) ☒ Ferrets ☒ Skunks ☒ Raccoons ☒ Squirrels ☒ Rabbits ☒ Birds (parrots, cockatiels, macaws)
 2. Breeds: ☒ Pit Bulls ☒ Rottweilers ☒ German Shepherds ☒ Huskies ☒ Malamutes ☒ Dobermans ☒ Chowchows ☒ Great Danes
7. **COMPLAINTS ABOUT ANIMALS.** Resident will be asked to remove any animal that regularly disturbs other residents, whether inside or outside the Leased Premises, or constitutes a problem or obstruction to Owner or Owner's agents from properly performing their functions, duties and responsibilities. In this event, Resident must immediately and permanently remove the animal from the Leased Premises.
8. **OWNER'S REMOVAL OF ANIMALS.** Under certain circumstances, Owner may allow animal control, a local humane society or an analogous entity to enter the Leased Premises and remove an animal in accordance with applicable law if, in Owner's sole judgment, Resident has: a) abandoned an animal; b) left an animal in the Leased Premises for an extended period of time without food or water; c) failed to care for a sick, injured or dying animal; or d) violated the animal rules or any law applicable to animals.
9. **VIOLATION OF RULES.** If Resident, or Resident's guests, violate any rule or provision of this Addendum, Owner reserves the right to demand that Resident remove animals immediately and permanently from the leased Premises. Owner will also have all other rights and remedies set forth in the Lease Contract including, but not limited to, damages and eviction, to the extent allowed by applicable law.
10. **SUPPORT OR SERVICE ANIMALS.** Resident acknowledges that the ownership of or need for a support or service animal does not entitle Resident to permit the animal to bother, disturb, threaten or harm other residents or persons without cause. Resident understands that the animal must be supervised while in common areas of the Community, and Resident must maintain control of the animal at all times. Resident is responsible for the proper disposal of animal waste, and is responsible for the care of the support or service animal. Owner will not charge a security deposit for the support or service animal. Resident will, however, be liable for any damages that the animal may cause. Resident acknowledges and agrees that if the animal violates the rules in this Addendum, Owner has the right to evict both Resident and the support or service animal, as well as exercise other remedies under the Lease Contract.
11. **LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.** Any additional rent or deposits under this Addendum will not limit Resident's liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries. Resident will be liable for the entire amount of all damages caused by the animals. This provision applies to all parts of the Leased Premises, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, Resident must pay for Owner to replace them. Payment for damages, repairs, cleaning, replacements, and the like are due immediately upon demand. Resident is strictly liable for the entire amount of any injury that the animals cause to another person or to anyone's property. Resident will indemnify Owner for all costs of litigation and attorney's fees resulting from any such injury or damage.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the 6th day of July, 2021.



Signed by Ansel J. Postell
Tue Jul 6 2021 02:58:17 PM EDT
Key: 69955CB4; IP Address: 47.39.192.204

Ansel J. Postell (Resident)

Date



Signed by Terence Jackson
Tue Jul 6 2021 03:08:05 PM EDT
Key: F9F7B4B3; IP Address: 98.101.194.138

(Owner/Agent)

Date



Initial:

A.P.



ASSIGNMENT ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated July 6, 2021, and is between the Owner of The Rowan ("Owner") and Ansel J. Postell, (collectively and individually "Residents"), for the premises at 1051 Southern Dr. #3x3.5 - 2000 sq/ft, Columbia, SC 29201 (the "Leased Premises"), which is located within The Rowan (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

LEASED PREMISES				
Unit 3x3.5 - 2000 sq/ft		Floorplan 3x3.5 - 2000 sq/ft		
Street Address 1051 Southern Dr.	City Columbia	State SC	ZIP 29201	County Richland
LEASE CONTRACT				
# of Installments 12	Installment Amount \$629.00	Start Date 8/16/2021	End Date 7/25/2022	Total Contract Amount \$7,548.00
The Leased Premises will be assigned to Resident on or before the first day of the lease term as stated in the Lease Contract (entitled "Term").				
CONCESSIONS				
1. 3x3.5: August 16, 2021 - July 25, 2022				\$81.00
(Concessions not applied for full lease term are not factored into Installment Payments)				

1. **ASSIGNMENT.** To the extent practical in Owner's sole judgment, Owner will try to honor requests for a specific bedroom or apartment type. However, if Owner cannot accommodate a request for specific housing, it will not release Resident from the obligations owed to Owner under this Lease Contract. Resident acknowledges that, if this Lease Contract is for a specific bedroom or apartment type, the bedroom or apartment type is subject to availability, and Owner cannot guarantee the availability of said bedroom or apartment type at move-in. Furthermore, if the requested bedroom or apartment type is not available, Resident acknowledges that the sums listed in this Lease Contract may fluctuate depending on premiums assessed for apartment size, location, or other value added or lost from the bedroom or apartment type originally requested.
2. **RELOCATION.** For purposes of operating efficiency, Owner reserves the right at any time, upon **five (5)** days written notice, to relocate Resident to another bedroom in the apartment or to another apartment within the Community. Resident understands that variations in apartment size, location, and value may occur due to relocation. Owner will not be liable to Resident for any costs incurred while relocating to the new bedroom or apartment. Resident acknowledges and agrees that failure or refusal to relocate will be deemed a violation of this Lease Contract.
3. **TRANSFERS.** Resident is not permitted to change bedrooms or apartments without Owner's prior written consent. Any such consent is predicated upon availability, date and time of the request, and the grounds and need for the transfer. If Resident requests a transfer, and Owner is able to accommodate the request, Resident agrees to pay Owner a sum of **\$300.00**, as a transfer charge, which must be paid prior to the transfer. Owner, in its sole discretion, may not require a transfer charge from Resident if the request is received within **seven (7)** days of the initial occupancy. Owner's consent to one or more transfers will not be deemed a waiver of Owner's right to require prior written consent to any future transfers.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the 6th day of July, 2021.

 Signed by Ansel J. Postell
Tue Jul 6 2021 02:58:32 PM EDT
Key: 69955C84; IP Address: 47.39.192.204
Ansel J. Postell (Resident)

Date

 Signed by Terence Jackson
Tue Jul 6 2021 03:08:05 PM EDT
Key: F9F7B4B3; IP Address: 98.101.194.138
(Owner/Agent)

Date

Initial: A. P.

BEDBUG ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated July 6, 2021, and is between the Owner of The Rowan ("Owner") and Ansel J. Postell, (collectively and individually "Residents"), for the premises at 1051 Southern Dr. #3x3.5 - 2000 sq/ft, Columbia, SC 29201 (the "Leased Premises"), which is located within The Rowan (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

It is our goal to maintain the highest quality living environment for our Residents. The Owner has inspected the premises prior to executing this Agreement and knows of no bedbug infestation. Residents have an important role in preventing and controlling bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping will help control the problem by identifying bed bugs, minimizing an infestation, and limiting its spread. It is important to underscore that travelers are mainly responsible for the transfer of bed bugs.

Residents represent that all furnishings and other personal property that will be moved into the Leased Premises are free of bedbugs.

A. P.
14995506

(Residents Initials)

Residents agree to maintain the premises in a manner that prevents the occurrence of a bed bug infestation in the premises. Residents further agree to uphold this responsibility in part by complying with the following list of responsibilities:

1. Residents will practice good housekeeping, including the following:
 - Residents will check for hitch-hiking bedbugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bed bugs before you enter your apartment. Check backpacks, shoes, and clothing after visits to friends or family, theaters, or after using public transportation. After guests visit, inspect beds, bedding, and upholstered furniture.
 - Residents will remove clutter. Bed bugs like dark, concealed places, such as in and around piles of clothing, shoes, stuffed animals, laundry, especially under the bed and in closets. Reducing clutter also makes it easier to carry out housekeeping.
 - Residents will keep the unit clean. Vacuum and dust regularly, particularly in the bedroom, being especially thorough around and under the bed, drapes, and furniture. Use a brush attachment to vacuum furniture legs, headboard, and in and around the nightstand. While cleaning, look for signs of bed bugs, and report these immediately.
 - Residents will arrange furniture to minimize bed bug hiding places. If possible, keep beds and upholstered furniture several inches away from the walls. Bed bugs can jump as far as three inches.
 - Residents will cover mattresses and box springs with zippered covers that are impermeable to bed bugs. These are relatively inexpensive, and can prevent bed bugs from getting inside the mattress, their favorite nesting spot. The covers will also prevent any bugs inside from getting out; they will eventually die inside the sealed cover (though this may take many months). Thicker covers will last longer.
 - Residents will avoid using appliances, electronics and furnishings that have not been thoroughly inspected for the presence of bedbugs. Make sure that the electronics, appliance, or furniture company has established procedures for the inspection and identification of bed bugs or other pests. This process should include inspection of trucks used to transport appliances, electronics, or furniture. Never accept an item that shows signs of bedbugs. Never take discarded items from the curbside or trash enclosures.
2. Residents will report any problems immediately. Specifically, Residents will:
 - Report any signs of bed bugs immediately. Do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.
 - Report any maintenance needs immediately. Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.
3. Residents will cooperate with pest control efforts. If your unit (or a neighbor's unit) is infested with bed bugs, a pest management professional may be called in to apply pesticides. The treatment is more likely to be effective if your unit is properly prepared. Residents will comply with the recommendations from the pest management professional, including:
 - Removing all bedding (bed skirts too), drapes, curtains, and small rugs; bag these for transport to the laundry or dry cleaner.
 - Checking mattresses carefully; those with minimal infestation may be cleaned, encased in vinyl covers, and returned to service. Heavily infested mattresses are not salvageable; seal these in plastic and dispose of them properly.
 - Emptying dressers, nightstands, and closets. Remove all items from floors and surfaces. Inspect every item for signs of

The Rowan

bed bugs. Using sturdy plastic bags, bag all clothing, shoes, boxes, toys, stored goods, etc. Bag washable and non-washable items separately. Take care not to tear the bags, and seal them well. Used bags must be discarded properly.

- Vacuuming floors, including inside closets. Pay special attention to corners, cracks, and dark places.
 - Vacuuming all furniture, including inside drawers and nightstands. Vacuum mattresses, box springs, and upholstered furniture, being sure to remove and vacuum all sides of loose cushions, as well as the undersides of furniture.
 - Carefully removing vacuum bags, sealing bags in plastic, and discarding.
 - Cleaning all machine-washable bedding drapes, clothing, etc. Use the hottest water the machine provides, and dry at highest heat setting. Take other items to a dry cleaner, but be sure to advise the dry cleaner that the items are infested. Discard any items that cannot be decontaminated.
 - Moving furniture toward the center of the room, so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
4. Residents agree to indemnify and hold harmless the Owner from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner may sustain or incur as a result of the negligence of the Residents or any guest or other person living in, occupying, or using the premises.

INTENDING TO BE BOUND, the parties hereto have executed this Addendum as of the day and year first above written.



Signed by Ansel J. Postell
Tue Jul 6 2021 02:54:48 PM EDT
Key: 69955CB4; IP Address: 47.39.192.204

Ansel J. Postell (Resident)

Date



Signed by Terence Jackson
Tue Jul 6 2021 03:08:05 PM EDT
Key: F9F7B4B3; IP Address: 98.101.194.138

(Owner/Agent)

Date

COVID-19 RULES AND REGULATIONS USE OF AMENITIES AND COMMON AREAS

The health and safety of our residents are our number one priority, and we all have a role in limiting the spread of COVID-19. These rules and regulations, primarily related to the fitness center, common areas, and all other amenity areas and shared spaces of the Property outside of residential units (each individually a "Facility" and collectively the "Facilities"), have been developed with the health and safety of residents, their guests, and property staff in mind and in accordance with state/local orders and guidance from public health authorities. Please help us stop the spread of COVID-19.

The Rules and Regulations of the Property are amended to include the following additional rules and regulations, which are incorporated as part of each Resident's Lease, effective immediately:

Each Resident of the Property ("you") must:

1. Follow health and safety guidance from state/local government public health and other authorities. Additional resources can be found online at: Centers for Disease Control and Prevention ("CDC") – www.coronavirus.gov
2. Comply with all posted signs and published rules relating to the use of specific Facilities, including occupancy limits and protective measures.
3. Maintain safe physical distancing (at least 6 feet from others, except members of the same household) whenever possible. Be patient with others when waiting to use a shared space by avoiding creating lines or crowding others. Avoid taking actions that could potentially risk safe-distancing protocol. Avoid any contact method of greeting with co-residents, property staff, and others.
4. Residents are strongly encouraged to wear a cloth or other facial covering at all times when in the Facilities, except when swimming at a Facility pool, eating or drinking. Note that facial coverings may be required by state/local government public health and other authorities. If you have a specific medical condition that prevents you from wearing a facial covering, please contact property staff.
5. Follow these commonly recommended CDC Guidelines to prevent the spread of the COVID-19 virus:
 - Wash your hands often with soap and hot water for at least 20 seconds, including upon entry into any common area and after using any Facility or interacting with others, and after handling or picking up mail and packages.
 - Use hand sanitizer with at least 60% alcohol if soap and water are not available.
 - Avoid touching your eyes, nose, and mouth.
 - Cover your mouth and nose with a tissue when you cough or sneeze or use the inside of your elbow. Throw used tissues in the trash and immediately wash hands or use hand sanitizer.
6. Clean and disinfect equipment, furniture or high-touch surfaces that are shared before and after use. In certain Facilities, disinfecting sprays may be made available at common locations which can be used for this purpose and returned. Where Property-provided disinfecting sprays are not readily available, Residents must bring wipes or sprays from home that meet CDC standards for disinfecting for this purpose.
7. Comply with adjusted amenity hours and occupancy limits for Facilities, and do not modify the layout of Facilities (adjusted to accommodate social distancing). Leave any indoor or outdoor furniture where it is – do not move furniture. For public health and other reasons, Landlord may limit access to or close Facilities or portions thereof from time to time.
8. Do not host or engage in any gatherings in the Facilities of more than 10 people (or such fewer number of people as may be required by Landlord, property manager, or local authorities), and when hosting visitors or small groups, continue to practice social distancing and other health protocols.
9. Require your guests and visitors at the Property to comply with these rules and regulations regarding COVID-19. You are responsible for the compliance of your guests. At the request of Landlord or property manager because of public health concerns, limit or eliminate the number of guests and visitors that you bring and may bring to or through the Facilities.
10. Self-screen before utilizing any Facility or entering any enclosed common area for any of the following new or worsening signs or symptoms of possible COVID-19: cough, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headaches, sore throat, loss of taste or smell, diarrhea, feeling feverish or measured temperature greater than or equal to 100 degrees Fahrenheit, or known close contact with a person who is confirmed to have COVID-19. If you have any of these symptoms or have close contact with a person who is confirmed to have COVID-19, DO NOT USE THE FACILITIES FOR ANY RECREATIONAL OR NONESSENTIAL USE WHILE SUCH SYMPTOMS PERSIST OR AFTER ANY SUCH CONTACT AND THEREAFTER FOR ANY SELF-QUARANTINE OR ISOLATION PERIOD REQUIRED OR RECOMMENDED BY PUBLIC HEALTH OFFICIALS, AND CONTACT YOUR PERSONAL

HEALTHCARE PROVIDER FOR MEDICAL ADVICE.

11. If you receive a confirmed positive test for the illness, INFORM ONE OF THE PROPERTY STAFF IMMEDIATELY, AND DO NOT USE THE FACILITIES FOR ANY RECREATIONAL OR NONESSENTIAL USE DURING ANY SELF-QUARANTINE OR ISOLATION PERIOD REQUIRED OR RECOMMENDED BY PUBLIC HEALTH OFFICIALS. You are expected to cooperate with Landlord, property manager and public health authorities in providing information that will allow Landlord, property manager, and public officials to determine whether you may have exposed other residents, property staff, visitors to the Facilities or others to COVID-19, as applicable. It may be necessary for Landlord and property manager to make a general disclosure to inform other residents that a co-resident tested positive for COVID-19, but Landlord and property manager will maintain confidentiality as, and to the extent, required by applicable law. In some situations, Landlord and property manager may be required to discuss cases of COVID-19 with public health officials to support contact tracing.
12. Promptly contact property staff if you notice a co-resident violating any of these Rules and Regulations.
13. **USE THE FACILITIES AT YOUR SOLE RISK. ALWAYS ASSUME THAT ANYONE COULD HAVE COVID-19. The Landlord and property manager make no representation or warranty that Facilities are free of COVID-19 or that persons using the Facilities are not infected with COVID-19.** COVID-19 is highly contagious and is believed to spread primarily through person-to-person contact, airborne contaminants, and contact with surfaces. Residents may be exposed to or infected with COVID-19 at the Property or as a result of residing at the Property or using any of the Facilities, and such exposure or infection may result in personal injury, illness, permanent disability or death.

Throughout the COVID-19 crisis, information has changed rapidly and best practices continue to evolve and change. The additional rules and regulations set forth above are subject to further revision as additional guidance is provided from governmental agencies and others.

A violation of the Property's Rules and Regulations, including the rules and regulations listed above, shall constitute a violation of the Lease; in which case, Landlord shall be entitled to pursue all rights and remedies pursuant to the Lease and applicable law.



Signed by Ansel J. Postell
Tue Jul 6 2021 02:54:26 PM EDT
Key: 69955C84; IP Address: 47.39.192.204

Ansel J. Postell (Resident)

Date

COMMUNITY POLICIES ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated **July 6, 2021**, and is between the Owner of **The Rowan** ("Owner") and **Ansel J. Postell**, (collectively and individually "Residents"), for the premises at **1051 Southern Dr. #3x3.5 - 2000 sq/ft, Columbia, SC 29201** (the "Leased Premises"), which is located within **The Rowan** (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

COMMUNITY AND LEASED PREMISES				
Owner	Address		Phone	
EMRES II South Carolina, LLC	1051 Southern Dr. Columbia, SC 29201		(803) 255-0170	
Community				
The Rowan				
Street Address	City	State	ZIP	County
1051 Southern Dr.	Columbia	SC	29201	Richland
RENT				
Payable To	Address		Phone	
The Rowan	1051 Southern Dr., Columbia, SC 29201		(803) 255-0170	
Office Hours	Due On	Late On	Fax	
Monday - Friday 10am - 7pm; Saturday 10am - 5 pm; Sunday 1 - 5 pm	1st	6th	() -	

- 1. GENERAL CONDITIONS.** Resident's permission for use of any common areas, amenities, and recreational facilities located at the Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Lease Contract. Such permission is expressly conditioned upon Resident's adherence to the terms and conditions of the Lease Contract and this Addendum, and such permission may be revoked by Owner at any time for any lawful reason. In all cases, the most strict terms of either the Lease Contract or this Addendum will control. Owner reserves the right to set the days and hours of use for all common areas, amenities, and recreational facilities and to change the character of or close any common areas, amenities, and recreational facilities based upon the needs of Owner and in Owner's sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. As allowed by law, Owner may make changes to this Addendum for use of any common areas, amenities, and recreational facilities at any time. Additionally, Resident expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity, related to Resident's use of the any common areas, amenities, and recreational facilities at the Community. Resident agrees to hold Owner harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident may have against Owner and that are in any way related to or arise from such use. This provision shall be enforceable to the fullest extent of the law.

1.1. BARBECUES. Due to fire and other safety hazard concerns, no charcoal briquette barbecues grills, gas or propane grills, cooking/heating instruments, smokers, hibachi grills, portable gas stoves, etc. are to be stored or operated in the Leased Premises, including on any patios, balconies or breezeway areas. Any use of open flame is prohibited, including, but not limited to, barbecues and torches.

1.2. BUSINESSES. Resident is not authorized to use the Leased Premises, or permit the Leased Premises to be used, for any business purposes without Owner's prior written consent or as otherwise allowed by law.

1.3. MAIL. Only Resident may receive mail at the Leased Premises. Receipt of mail at the Leased Premises by any other person will be deemed to be proof of occupancy by that person. Any other person in the Leased Premises, with or without Resident's knowledge, will be deemed to be guests of Resident for purposes of this Addendum.

1.4. PACKAGES. Resident authorizes Owner to sign and accept any packages, letters, or other deliveries sent to Resident through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that, to the fullest extent allowed by law, Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same. No packages addressed to persons not listed on the Lease Contract will be accepted, and will be refused or returned immediately to sender. Packages accepted by Owner will not be delivered to the Leased Premises.

1.5. PUBLIC INTOXICATION. Resident must not engage in, and Resident shall take reasonable action to prevent all guests from, drinking alcoholic beverages or using illegal substances in or on common areas, walkways or streets of the Community, or in vehicles parked or moving on the Community.

1.6. SERVICE REQUESTS. Resident is responsible for notifying Owner when maintenance or repair work

needs to be performed in the Leased Premises. All non-emergency requests for repairs will be handled during normal office hours. Service technicians may elect not to enter the Leased Premises in the presence of an unattended animal. Maintenance work performed due to neglect, abuse, misuse or direct fault of Resident, or guests of Resident, will be billed to Resident. This includes service work on garbage disposal and plumbing fixtures due to improper use and clogging caused by Resident.

1.7. TRASH. Resident must deliver and place all garbage and trash in proper bins at designated locations in the Community. If the bin normally used is full, Resident must use another bin. Garbage and trash may not be left in hallways or stairwells. Trash bins and/or enclosures are not to be used for large items such as furniture, etc. Resident is responsible for any and all unacceptable items placed in the trash receptacles, including, but not limited to, toxic waste or other possible harmful items.

2. DECK/BALCONY USE AND MAINTENANCE. Decks and balconies are potentially dangerous if overloaded or improperly used and is a violation of this Addendum. The following rules apply to the use of Residents' deck/balcony:

- Balcony loads limits are intended for a maximum of 2 people. **DO NOT** crowd balconies. Residents should be aware that balcony weight limits may also be exceeded with the use of excessive or heavy furnishings.
- Supervise young children and others who require supervision in order to safely occupy the deck/balcony.
- The deck/balcony must be maintained in a clean and orderly condition. Residents should use a reasonable approach when outfitting the balcony with patio furniture, potted plants, etc.
- Residents shall not use the open area of the balcony for storage, balconies must be kept free of clutter. Grills are not permitted without the prior written consent of Owner.

Residents agree to contact Owner immediately if Residents observe any of the following: leaning or sagging of the deck/balcony; cracks or separation where the deck/balcony connects to the building itself; sagging or soft spots in any areas of the deck/balcony; cracks, holes or missing pieces of the deck/balcony; rust stains or abnormal water ponding on the deck/balcony; obstructed or poorly functioning drains (if any); loose or unstable handrails on the deck/balcony or damage to handrails; and any other observed defects or potentially hazardous conditions with respect to the deck/balcony. If any of the above conditions are observed, Residents should not use the deck/balcony and contact Owner immediately.

In addition, to maintain the integrity of the deck/balcony's surface, do not use solvents, alcohol or paint or lacquer thinner to clean the deck/balcony and do not damage the balcony or any part of the balcony when moving large plants, patio furniture, and the like. To prevent overloading of exterior walkways and entry landings, Residents and guests are prohibited from congregating in these areas.

3. EMERGENCIES. Emergencies affecting the Leased Premises should immediately be reported to Owner. Resident should report emergencies occurring after office hours to the emergency number and leave a message with the answering service, pager system, on call personnel, etc. Resident is not authorized to call any service companies without Owner's permission. Owner will not be responsible for any charges incurred for services not authorized by Owner. The following service needs constitute an emergency:

- Main drains stopped up (kitchen, bath, shower) causing flooding or back-up. Stopped up toilet – if only one in the Leased Premises.
- Water leaks from plumbing lines, windows, ceilings, or fixtures causing flooding or damage in the Leased Premises. Running water that cannot be shut off.
- Exterior flooding from pool/spa areas, sprinkler systems, or the like, causing flooding or damage in the Leased Premises.
- Door locks not functioning properly causing the Leased Premises to not be secure. Broken window(s) causing the Leased Premises to not be secure.
- Electrical power outage in the Leased Premises.
- Fire – call 911 first.

4. HEALTH & SAFETY STANDARDS. Resident agrees to comply with all obligations imposed upon Resident by applicable provisions of State and local building and housing codes materially affecting health and safety, including maintaining adequate housekeeping standards. Residents must keep the interior of the Leased Premises clean according to good housekeeping standards. This includes maintaining all utility services. Resident will assume full responsibility for keeping the entry doors, entrance walkways, porches, patios and balcony areas cleaned, neatly arranged and free from unsightly or unused items. Resident must keep the Leased Premises and such other areas as may be assigned for Resident's exclusive use, including but not limited to, the Leased Premises fixtures, appliances, entry doors, windows and screens, in a clean, safe and sanitary condition.

5. PEST CONTROL. Unless prohibited by statute or otherwise stated in the Lease Contract, Owner may conduct

extermination operations in the Leased Premises several times a year and as needed to prevent insect infestation. Owner will notify Resident in advance of extermination in the Leased Premises, and give Resident instructions for the preparation of the Leased Premises and safe contact with insecticides. Resident will be responsible to prepare the Leased Premises for extermination in accordance with Owner's instructions. Resident must request extermination treatments in addition to those regularly provided by Owner in writing and those treatments will be performed at Resident's expense. Resident agrees to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination.

6. **QUIET HOURS.** Quiet hours are established to be respectful of all residents of the Community. The quiet hours of the Community are **10:00PM - 8:00 AM**. Resident must not make nor permit any disturbing noises in the Leased Premises or the common areas of the Community during the designated quiet hours. Radio, television, record players, musical instruments, or any other noise-producing devices must not be played or permitted to be played so as to disturb other residents during quiet hours. Vacuum cleaners, dishwashers, disposals, or other noise-producing appliances must not be operated during quiet hours.
7. **POOL/SPA AREAS.** Resident must adhere to the rules and regulations posted in the pool/spa areas and Owner's policies. Resident is limited to **2 guests** when using the pool/spa areas, and must accompany guests at all times when using such areas. Owner reserves the right to ask guests to leave should the occupancy of the pool/spa exceed limits allowed by law. The hours of the pool/spa areas are **6:00 AM - 11:00 PM**. The pool/spa hours may change with or without notice at any time. When using the pool/spa areas, Resident understands and agrees to the following:
 - All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries. No lifeguard is provided by Owner.
 - For safety purposes, Resident should not swim alone.
 - No glass, animals, or alcoholic beverages are permitted in the pool/spa areas. Use paper or plastic containers only.
 - Proper swimming attire is required at all times and a swimsuit should be worn to and from the pool.
 - No running or rough activities are allowed in the pool/spa areas.
 - Resident must notify Owner any time there is a problem or safety hazard in the pool/spa areas.
8. **FITNESS CENTER.** Resident must adhere to the rules and regulations posted in the fitness center and Owner's policies. Resident is limited to **N/A** minutes when using the fitness center, and must accompany guests at all times when using the fitness center. The hours of the fitness center are **Open 24-hours**. The fitness center hours may change with or without notice at any time. When using the fitness center, Resident understands and agrees to the following:
 - The fitness center is not supervised. Resident is solely responsible for appropriate use of equipment.
 - Resident should carefully inspect each piece of equipment prior to Resident's use and must refrain from using any equipment that may be malfunctioning or that may be damaged or dangerous.
 - No glass, smoking, eating, alcoholic beverages, animals, or black sole shoes are permitted in the fitness center.
 - Offensive and abusive language will not be tolerated. Noise levels should be kept at a reasonable volume. Music equipment (i.e. radios, stereos, etc.) is only permitted with the use of headphones.
 - Loitering in the fitness center is not allowed. Persons in the fitness center must be utilizing the provided equipment.
 - Resident must immediately report to Owner any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of Owner's policies.
9. **BUSINESS CENTER.** Resident must adhere to the rules and regulations posted in the business center and Owner's policies. Resident is limited to **N/A** minutes when using the business center, and must accompany guests at all times when using the business center. The hours of the business center are **Open 24-hours**. The business center hours may change with or without notice at any time. The business center is equipped with the following: **Computer and Printer**. When using the business center, Resident understands and agrees to the following:
 - Persons using the business center are expected to be courteous to others and display conduct conducive to a business atmosphere.
 - Owner is not responsible for data, files, programs or any other information lost or damaged on computers in the business center or in the business center for any reason.
 - No software may be loaded on computers in the business center without Owner's prior written consent.
 - For reasons of safety and protection of equipment, no inappropriate, offensive, or pornographic images or files, in Owner's sole discretion, will be viewed or loaded onto the computers in the business center at any time.
 - Smoking, eating, alcoholic beverages, animals, and any disturbing behavior are prohibited in the business center.
 - Resident must immediately report to Owner any equipment that is not functioning properly or is damaged, as well any other person's use that appears to be in violation of Owner's policies.

10. OUTDOOR GRILL AREAS. Resident must adhere to the rules and regulations posted in the outdoor grill areas and Owner's policies. The hours of the outdoor grill areas are Open 24-hours. The hours of the outdoor grill areas may change with or without notice at any time. When using the outdoor grill areas, Resident understands and agrees to the following:

- Resident should carefully inspect equipment prior to Resident's use and must refrain from using any equipment that may be malfunctioning or that may be damaged or dangerous.
- Do not use charcoal or lighter fluid if using a gas or propane grill. Resident will be responsible for any damages that may occur.
- Resident is expected to use grills based upon manufacturer's specifications.
- Resident is responsible for cleaning grills after use, including any applicable racks, grates, lids, adjacent burners, grease baskets or exterior finishes.
- Resident should finish grilling thirty (30) minutes prior to the closing time to allow sufficient time for grills to cool, and for proper cleanup.
- Resident must immediately report to Owner any equipment that is not functioning properly, is damaged or appears dangerous, as well as any other person's use that appears to be dangerous or in violation of Owner's policies.

11. WAIVER/SEVERABILITY. No waiver of any provision in this Addendum will be effective unless granted by Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Addendum is invalid for any reason whatsoever, this finding will not effect the validity of the remaining portions of this Addendum, the Lease Contract or any other addenda to the Lease Contract.

12. INVENTORY/CONDITION OF LEASED PREMISES. This information is provided to inform Residents of their responsibility for accepting the condition of the Leased Premises and maintaining such condition during the term of Residents' occupancy.

- Residents must make an inspection of the Leased Premises. The purpose of the inspection is to insure that all furnishings and fixtures, if applicable, in the Leased Premises are intact and undamaged. If Residents do not formally complete the move-in/out process and turn in all keys, ID, permits, or other items as required, charges may be assessed. Residents must sign a Move-in/Move-Out Inspection Form and forward to Owner upon move-in.
- If damage occurs within the Leased Premises or a room adjacent to it (i.e., the window, door(s), etc.) during Residents' occupancy, Residents will be responsible for payment of the replacement or repair of the damaged property, whether the damage is done by Residents or Residents' guests.
- Residents are required to reimburse Owner for any damage caused by Residents and/or Residents' guests. Intentionally damaging any property of in the Residential Community and/or property of another resident is considered a default under the Agreement and are grounds for termination of the Residential Lease Contract. Repair and/or replacement costs will be based on actual expense incurred by Owner.

RESIDENTS ACCEPT RESPONSIBILITY FOR MAINTAINING THE LEASED PREMISES IN ITS ACCEPTED CONDITION DURING RESIDENTS' OCCUPANCY THEREOF AND UNDERSTANDS THAT RESIDENTS WILL BE HELD RESPONSIBLE FOR ANY DAMAGE DONE TO THE LEASED PREMISES OR ADJACENT AREAS BY RESIDENTS OR RESIDENTS' GUESTS.

THE TERMS AND CONDITIONS OF THIS ADDENDUM WILL ALSO APPLY TO RESIDENT'S GUESTS AND AGENTS, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT WILL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE CONTRACT AND THIS ADDENDUM, AND RESIDENT INTENDS TO AND WILL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. OWNER'S REPRESENTATIVES, AGENTS, AFFILIATES, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS, AND DIRECTORS ARE HEREBY INCORPORATED BY REFERENCE TO BENEFIT FROM ANY AND ALL WAIVERS, RELEASES, AND LIMITATIONS OF LIABILITY MADE BY RESIDENT HEREUNDER.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the 6th day of July, 2021.

 Signed by Ansel J. Postell
Tue Jul 6 2021 02:41:23 PM EDT
Key: 69955C84; IP Address: 47.39.192.204
Ansel J. Postell (Resident)

Date

 Signed by Terence Jackson
Tue Jul 6 2021 03:08:05 PM EDT
Key: F9F7B4B3; IP Address: 98.101.194.138
(Owner/Agent)

Date

CONCESSION ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated July 6, 2021, and is between the Owner of The Rowan ("Owner") and Ansel J. Postell, (collectively and individually "Residents"), for the premises at 1051 Southern Dr. #3x3.5 - 2000 sq/ft. Columbia, SC 29201 (the "Leased Premises"), which is located within The Rowan (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

CONCESSIONS	
1. 3x3.5: August 16, 2021 - July 25, 2022	\$81.00
(Concessions not applied for full lease term are not factored into Installment Payments)	

THE UNDERSIGNED HEREBY AGREE, the concessions listed above are given to Resident as an incentive and with the understanding that Resident will fulfill all obligations under the Lease Contract for the full lease term. If Resident fails to pay rent on time pursuant to the terms and conditions of the Lease Contract, in addition to all other rights and remedies available to Owner for such a violation, Resident will not be entitled to concession amount attributed to that month and Owner, in its sole discretion, may require Resident to pay the full rent amount (as if no concession was given) for that month. Resident understands that concessions are a discount of rent only and not a discount of any other sums due to Owner under the Lease Contract.

In the event of lease termination due to violation of the Lease Contract, this Addendum will be immediately terminated, and Resident will be required to immediately repay Owner, without further notice from Owner, the amounts of all concessions that Resident received while residing at the Leased Premises.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the 6th day of July, 2021.



Signed by Ansel J. Postell
Tue Jul 6 2021 02:41:45 PM EDT
Key: 69955C84; IP Address: 47.39.192.204

Ansel J. Postell (Resident)

Date



Signed by Terence Jackson
Tue Jul 6 2021 03:08:05 PM EDT
Key: F9F7B4B3; IP Address: 98.101.194.138

(Owner/Agent)

Date

CRIME/DRUG FREE HOUSING ADDENDUM

This Crime/Drug Free Housing Addendum (this "Addendum") dated the 6th day of July, 2021, is part of the Residential Lease Contract (the "Lease Contract") between EMRES II South Carolina, LLC ("Owner") and Ansel J. Postell ("Resident") for a bedroom or bed space located at 1051 Southern Dr., Columbia, SC 29201 (the "Leased Premises"), which is located within The Rowan (the "Community").

1. CRIME/DRUG FREE HOUSING POLICY. In consideration of the execution or renewal of the Lease Contract, Owner and Resident agree as follows:

- A. Resident, Resident's guests, and all other persons affiliated with Resident, shall not engage in any illegal or criminal activity, including drug-related criminal activity, on or about the Community. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)).
- B. Resident, Resident's guests, and all other persons affiliated with Resident, shall not engage in any act intended to facilitate any type of criminal activity, including drug-related criminal activity, on or about the Community.
- C. Resident, Resident's guests, and all other persons affiliated with Resident, shall not permit the Community to be used for, or to facilitate any type of criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a guest, or any other person affiliated with Resident.
- D. Resident, Resident's guests, and all other persons affiliated with Resident, shall not engage in the unlawful manufacture, sale, use, possession, or distribution of illegal or controlled substances or paraphernalia as defined in city, county, state or federal laws, including but not limited to the State of South Carolina and/or the Federal Controlled Substances Act.

(So long as the manufacture, sale, use, possession, and distribution of marijuana remains a violation of federal law, violation of any such federal law shall constitute a material violation of the Lease Contract.)

- E. Resident, Resident's guests, and all other persons affiliated with Resident, shall not engage in any illegal activity, including but not limited to: assault and battery, threatening or intimidating, criminal street gang activity, unlawful use and discharge of firearms, prostitution, or any breach of the Lease Contract that otherwise jeopardizes the health, safety, and welfare of Owner, Owner's Agents, or other residents, or involving imminent, actual or substantial property damage.

2. VIOLATION OF CRIME/DRUG FREE HOUSING POLICY. RESIDENT ACKNOWLEDGES AND AGREES THAT ANY VIOLATION OF THE ABOVE PROVISIONS WILL BE DEEMED A MATERIAL VIOLATION OF THE LEASE CONTRACT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this Addendum will be deemed a serious violation, and a material default, of the Lease Contract. It is understood and agreed that a single violation will be good cause for termination of the Lease Contract. Notwithstanding the foregoing statements, Owner may terminate Resident's tenancy for any lawful reason, and by any lawful method, with or without good cause.

3. ADDENDUM PERTINENCY. In the event any provision in this Addendum is inconsistent with any provisions contained in other portions of, or attachments to, the Lease Contract, then the provisions of this Addendum shall govern.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the 6th day of July, 2021.



Signed by Ansel J. Postell
Tue Jul 6 2021 02:42:30 PM EDT
Key: 69955C84; IP Address: 47.39.192.204

Ansel J. Postell (Resident)

Date



Signed by Terence Jackson
Tue Jul 6 2021 03:08:05 PM EDT
Key: F9F7B4B3; IP Address: 98.101.194.138

(Owner/Agent)

Date

ADDENDUM TO THE RESIDENTIAL CONTRACT FURNITURE ADDENDUM

Common area and bedroom furniture will be included in your unit at **The Rowan** and will be charged to you in your rent each month. The amount you pay for renting the furniture does not cover damages to the furniture due to misuse/neglect or destruction of the furniture while in your care. If damage to the furniture occurs, you will be charged for the repair/replacement costs to return the furniture to its original condition.

Damages to the furniture include, but are not limited to, the following examples:

- Food Stains and Odor Stains
- Tears to the Fabric
- Structural Damage (i.e. broken leg, broken drawer)
- Broken, Cracked or Chipped Glass
- Pet Stains
- Chipped or marred Wooden Surface
- Broken Lamp Base or Electrical Parts associated with Lamp
- Crushed or Broken Lamp Shades

Normal wear and tear and manufacturer's defects will not be the responsibility of the resident. As the caretaker of the furniture, it is your responsibility to notify the leasing office if there is an occurrence of a manufacturer's defect to the furniture in your apartment. If you do not notify the office of any defects to your furniture, you could be charged for the damage.

Initials: 

FURNITURE INVENTORY ADDENDUM

By signing this form, you have stated that you have read and understand the policies and that you agree to abide by them.



Signed by Ansel J. Postell
Tue Jul 6 2021 02:43:04 PM EDT
Key: 69955C84; IP Address: 47.39.192.204

Ansel J. Postell (Resident)

Date



Signed by Terence Jackson
Tue Jul 6 2021 03:08:05 PM EDT
Key: F9F7B4B3; IP Address: 98.101.194.138

(Owner/Agent)

Date

INTERNET ACCESS ADDENDUM

This addendum serves as an addendum to the Lease for Ansel J. Postell as a resident of the Property, and is hereby incorporated therein and expressly made a part thereof. As used in this addendum, "you" means the undersigned resident.

Landlord has entered into an agreement with a high speed internet provider. The contracted service provider offers a variety of Internet services to residential and businesses ("Services") and allows subscribers to connect to the high- speed backbone network and the Internet.

The Services use resources that are shared with many other customers. Moreover, the Services provide access to the Internet, which is used by millions of other users. Each user benefits by being able to share resources and communicate almost effortlessly with other members of the user community. However, as with any community, the benefits and privileges available from the Services, and the Internet in general, must be balanced with duties and responsibilities so that other users can also have a productive experience.

Use of the Services is subject to the following rules and guidelines. Each customer (resident of the Property) of the provider is responsible for ensuring that the use of all Services provided to any such customer complies with this Internet Access Policy (the "Policy"). ANY USER WHO DOES NOT AGREE TO BE BOUND BY THESE TERMS SHOULD IMMEDIATELY STOP USE OF THE SERVICES AND NOTIFY THE CUSTOMER SERVICE DEPARTMENT OF THE PROVIDER SO THAT THE USER'S ACCOUNT MAY BE CLOSED.

Illegal Activity

The use of the Services for any activity that violates any local, state, federal, or international law, order or regulation is a violation of this Policy. Prohibited activities include, but are not limited to: 1) Posting or disseminating material which is unlawful (such as child pornography or obscene material). 2) Disseminating material that violates copyright or other intellectual property rights for others. You assume all risks regarding the determination of whether material is in the public domain. 3) Pyramid or other illegal soliciting schemes. 4) Any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.

Security

You are responsible for any misuse of the Services that you have contracted for, even if the inappropriate activity was committed by a friend, family member, guest, employee or customer with access to your account. Therefore, you must take steps to ensure that others do not gain unauthorized access to the Services.

The Services may not be used to breach the security of another user or to attempt to gain access to any other person's computer, software or data, without the knowledge or consent of such person. They also may not be used in any attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools, is prohibited.

You may not disrupt the Services. The Services also may not be used to interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host. The transmission or dissemination of any information or software that contains a virus or other harmful feature is also prohibited.

You are solely responsible for the security of any device you choose to connect to the Services, including any data stored on that device. In particular, provider recommends against remote user enabling or printer sharing of any sort and also recommends that any use, applications or services you do choose to make available for remote access be protected with a very unique password (suggesting a password that incorporates a combination of letters, numbers and symbols) or as otherwise appropriate.

Inappropriate Content

There may be content on the Internet or otherwise available through the Services which may be offensive to some individuals, or which may not be in compliance with all local laws, regulations and other rules. For example, it is possible to obtain access to content that is pornographic or offensive, particularly for children. Neither the service provider, nor any of its distribution affiliates can assume any responsibility for the content contained on the Internet or otherwise available through the Services. You must assume the risk of any liability for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to your access to such content. Parents should consider using a program capable of restricting access to sexually explicit material on the Internet. Content questions or complaints should be addressed to the content provider.

The Rowan

You are solely responsible for any information that you publish on the web or other Internet services. You must ensure that the recipient of the content is appropriate. For example, you must take appropriate precautions to prevent minors from receiving inappropriate content. Provider and any of its distribution affiliates reserve the right to refuse to post or remove any information or materials, in whole or in part, at its sole discretion, deems to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful.

Neither the provider nor any of its distribution affiliates has any obligation to monitor transmission made on the Services. However, provider along with its distribution affiliates has the right to monitor such transmissions from time to time and to disclose the same in accordance with your subscriber agreement. By using the Services to publish, transmit or distribute content, a user is warranting that the content complies with the Policy and authorizes provider along with its distribution affiliates to reproduce, publish, distribute, and display such content worldwide.

Electronic Mail

The Services may not be used to send unsolicited bulk or commercial messages. This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures and political or religious messages. Such messages may only be sent to those who have explicitly requested it. The Services may not be used to collect responses from unsolicited e-mail sent from accounts on other Internet hosts or e-mail services which violates this Policy or the acceptable use policy of any other Internet service provider. Moreover, unsolicited e-mail may not direct the recipient to any web site or other resources that uses the Services.

Forging, altering or removing electronic mail headers is prohibited. However, you may insert additional characters into your "from:" and "reply to:" addresses in order to prevent your true address from being automatically added to the mailing lists used by bulk e-mailers. In this case, your true address must remain obvious to any human viewer. For example, you may substitute "nosпам. john.smith" for "john.smith".

You may not reference provider or its product names as stated above in any unsolicited e-mail whatsoever by any means.

"Mail bombing" is prohibited. That is, you may not send numerous copies of the same or substantially similar messages, nor may you send very large messages or files to a recipient with the intent to disrupt a server or account. The propagation of chain letters is similarly prohibited, whether or not the recipient wishes to receive such mailings.

Bandwidth, Data Storage, and Other Limitations

You must comply with the current bandwidth, data storage and other limitations on the Services. Users must ensure that their activities not improperly restrict, inhibit, or degrade any other user's use of the Services, nor represent (in the sole judgment of provider) an unusually large burden on the network itself. In addition, users must ensure that their activity does not improperly restrict, inhibit, disrupt, degrade or impede provider ability to deliver the Services and monitor the Services, backbone, network nodes, and/or other network services.

The Property residents may not resell, share, or otherwise distribute the Services or any portion thereof to any third party without the written consent from the provider serving the Property. For example, you cannot provide Internet access to others through a dial-up connection, host shell accounts over the Internet, provide email or news services, or send a news feed.

The Service offering is designed for your personal use of the Internet. You may not use the Service for commercial purposes. You may not run a server in connection with the Service, nor may you provide network services to others via the Service. Examples of prohibited programs include, but are not limited to, mail, http, ftp, irc, dhcp servers and multiuser interactive forums.

Violation of Policy

The provider does not routinely monitor the activity of accounts for violation of this Policy. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of the Services. Although provider has no obligation to monitor the Services and/or the network, provider along with its distribution affiliates reserve the right to monitor bandwidth, usage, and content from the Services. The purpose of the monitoring is to identify violations of this Policy; and/or to protect the network and other users.

If the Services are used in a way which provider or its distribution affiliates, in their sole discretion, believe violate this Policy, provider or its distribution affiliates may take any responsive actions they deem appropriate. Such actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Services. Neither a provider nor its distribution affiliates will have any liability for any such responsive actions. The above described actions are not exclusive remedies and provider or its distribution affiliates may take any other legal or technical action it deems appropriate.

The Rowan

Neither the provider nor its distribution affiliates reserve the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on provider or its distribution affiliates servers and network. During an investigation, provider or its distribution affiliates may suspend the account or accounts involved and/or remove material, which potentially violates this Policy.

You hereby authorize provider and its distribution affiliates to cooperate with (1) law enforcement authorities in the investigation of suspected criminal violations, and (2) and system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. Such cooperation may include providing the username, IP address, or other identifying information about a subscriber.

Upon termination of an account, provider or its distribution affiliates are authorized to delete any files, programs, data and e-mail messages associated with such account. The failure of provider or its distribution affiliates to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time.

You agree that, if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect. This Policy shall be exclusively governed by, and construed in accordance with, the laws of the State of Texas.



Signed by Ansel J. Postell

Tue Jul 6 2021 02:44:18 PM EDT

Key: 69955C84; IP Address: 47.39.192.204

Ansel J. Postell (Resident)

Date

NO-SMOKING ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated July 6, 2021, and is between the Owner of The Rowan ("Owner") and Ansel J. Postell, (collectively and individually "Residents"), for the premises at 1051 Southern Dr. #3x3.5 - 2000 sq/ft, Columbia, SC 29201 (the "Leased Premises"), which is located within The Rowan (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

1. **NO-SMOKING POLICY.** All forms of smoking inside the Leased Premises, or any apartment, building, or interior of any portion of the Community is strictly prohibited. Any violation of the No-Smoking Policy is a material violation of this Addendum and the Lease Contract. The prohibition on smoking of any tobacco products extends to Resident, Resident's guests, and all other persons affiliated with Resident, while present on or in any portion of the Community. The No-Smoking Policy and rules extend to, but are not limited to, the following: apartments, building interiors and hallways, common areas, management and leasing offices, and all other spaces in the interior of the Community.

(Smoking of non-tobacco products which are harmful to the health, safety, and welfare of Owner, Owner's Agents, or other residents, is also prohibited by this Addendum and other provisions of the Lease Contract inside any apartment or building.)

2. **DEFINITION OF SMOKING.** "Smoking" refers to any use or possession of any lighted, burning, or ignited cigar, cigarette, pipe, or other tobacco-related products, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. Smoking also refers to use or possession of any lighted, burning, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons, and include, but are not limited to, marijuana.
3. **PURPOSE OF NO-SMOKING POLICY.** Owner wishes to reduce or eliminate the following: a) the irritation and known health effects of secondhand smoke; b) the increased maintenance, cleaning and redecorating costs from smoking; c) the increased risk of fire; and d) the increased insurance costs associated with smoking. Resident is responsible for communicating the No-Smoking Policy to guests, and all other persons affiliated with Resident, and for ensuring compliance with this Addendum.
4. **LIABILITY FOR DAMAGES AND COSTS.** Resident will be responsible for payment of all damages and costs to the Leased Premises, other apartments, or any other portion of the Community for repair, replacement, or cleaning due to smoking or smoke related damage caused by Resident, Resident's guests, and all other persons affiliated with Resident. Resident acknowledges that any damages or costs Owner incurs related to repairs, replacement, and cleaning due to smoking or due to violation of the No-Smoking Policy are not considered normal wear and tear.
- Resident will also be liable for any financial damages or other losses suffered by Owner due to smoking or smoke-related damages caused by Resident, Resident's guests, and all other persons affiliated with Resident.
5. **NO GUARANTEE OF SMOKE-FREE ENVIRONMENT.** Resident acknowledges that, while Owner adopts a no-smoking policy, Owner does not guarantee or warranty Resident's health or the smoke-free condition of the Leased Premises or the Community. Owner makes no implied or express warranties that the Leased Premises or the interior of any portion of the Community will have higher air quality standards than any other areas. Resident understands that the success of Owner's efforts to make the Community smoke-free is dependent on voluntary compliance by Resident and others.
6. **VIOLATION OF NO-SMOKING POLICY.** Resident acknowledges and agrees that Owner has the right to terminate the Lease Contract or right of occupancy of the Leased Premises for any violation of the No-Smoking Policy. Violation of any of the provisions of this Addendum will be deemed a material violation of the Lease Contract.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the 6th day of July, 2021.

 Signed by Ansel J. Postell
Tue Jul 6 2021 02:44:30 PM EDT
Key: 69955C84; IP Address: 47.39.192.204
Ansel J. Postell (Resident)

Date

 Signed by Terence Jackson
Tue Jul 6 2021 03:08:05 PM EDT
Key: F9F7B4B3; IP Address: 98.101.194.138

(Owner/Agent)

Date

PARKING/STORAGE ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated **July 6, 2021**, and is between the Owner of **The Rowan** ("Owner") and **Ansel J. Postell**, (collectively and individually "Residents"), for the premises at **1051 Southern Dr. #3x3.5 - 2000 sq/ft, Columbia, SC 29201** (the "Leased Premises"), which is located within **The Rowan** (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

1. VEHICLE INFORMATION.

DESCRIPTION					
Year	Make	Model	Color	Plate #	State

Owner may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, and recreational vehicles. Motorcycles or motorized bikes may not be parked inside the Leased Premises or on sidewalks, under stairwells, or in handicapped parking areas. Resident acknowledges that Owner may have unauthorized or illegally parked vehicles towed by following applicable state law procedures.

2. **PARKING RENT.** Resident agrees to pay Owner a sum of **\$0.00**, as parking rent, due on the **1st** day of each month with the regular installment payment. The installment amount listed in Section 5 of the Lease Contract (entitled "Rent") includes the parking rent.
3. **PARKING DEPOSIT.** Resident agrees to pay Owner a sum of **\$0.00**, as a parking deposit, due prior to move-in. Owner will consider the parking deposit part of the security deposit for all purposes, and is not limited in use to damages caused within the parking spaces in this Addendum. The deposit amount listed in Section 4 of the Lease Contract (entitled "Security Deposit") includes the parking deposit. Refund of the security deposit will be subject to the terms and conditions set forth in the Lease Contract, and the parking deposit is not separately refundable even if parking is no longer needed prior to the end of the tenancy.
4. **LIABILITY FOR LOSS OR DAMAGES.** Owner strongly recommends Resident to secure liability insurance for losses to personal property, including any vehicles parked or stored. Owner will not be liable for loss or damage to vehicles or other personal property parked or stored in parking or storage areas, whether caused by accident, fire, theft, water, vandalism, pests, mysterious disappearance, or otherwise. Owner is not responsible for pest control in such areas.
5. **PARKING/STORAGE RULES.** Resident agrees to abide by the following rules:
 1. Parking areas may be used only for storage of operable motor vehicles.
 2. Storage areas may be used only for storage of personal property.
 3. Locks on doors of parking or storage areas may not rekeyed, added, or changed without Owner's prior written consent.
 4. No nails, screws, bolts, or hooks may be placed/installed into walls, ceilings, floors, or doors. Resident will be liable for any damage, not caused by Owner, to the parking or storage areas.
 5. No persons may sleep, cook, barbeque, or live in a parking or storage areas.
 6. No other persons may use the parking or storage areas designated in this Addendum. Use of such areas is limited to Resident only.
 7. No animals may be kept in the parking or storage areas. Also, no plants may be grown in such areas.
 8. Items that pose an environmental hazard or a risk to the safety or health of other residents or neighbors in Owner's sole judgment or that violate any government regulation may not be stored in the parking or storage areas. Owner may remove items from the parking or storage areas, without prior notice, notice, that Owner believes might constitute a fire or environmental hazard.
 9. No smoke, fire, or carbon monoxide detectors will be furnished by Owner unless required by law. Owner will not have any security responsibilities for the parking or storage areas.
 10. Owner has the right to enter parking and storage areas, as allowed by law, to ensure compliance with this Addendum.
6. **KEYS AND ACCESS DEVICES.** Upon move-out, Resident must return any keys and/or access devices assigned by Owner listed in Section 9.1 of the Lease Contract (entitled "Keys and Access Devices"). If any keys and/or access devices are returned damaged or not returned upon move-out, Owner will deduct the cost of each damaged or missing key or access device, and the cost of any necessary rekeying, from the security deposit.
7. **MOVE-OUT AND REMEDIES.** Any items remaining after Resident has vacated the Leased Premises will be removed, sold, or otherwise disposed of in accordance with the Lease Contract, which addresses disposition or sale of property left in the Leased Premises after surrender or abandonment. Any termination of tenancy will automatically terminate any right

The Rowan

of parking or storage without any required further notice. All remedies in the Lease Contract apply to the parking and storage areas designated in this addendum.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the 6th day of July, 2021.



Signed by Ansel J. Postell
Tue Jul 6 2021 02:45:43 PM EDT
Key: 69955C84; IP Address: 47.39.192.204

Ansel J. Postell (Resident)

Date



Signed by Terence Jackson
Tue Jul 6 2021 03:08:05 PM EDT
Key: F9F7B4B3; IP Address: 98.101.194.138

(Owner/Agent)

Date

LEASE ADDENDUM REQUIREMENT OF RENTERS INSURANCE

This addendum is entered into on the date below between by and between Landlord and Resident, Ansel J. Postell for the rented premises at the Community identified in the Lease. It is intended to be a part of the lease agreement between the parties for leasing a residential rental unit.

1. **Acknowledgement Concerning Insurance or Damage Waiver.** You understand that our property and liability insurance may not protect you, your guests or any occupants against loss or damage to personal property or belongings, or cover your liability for loss or damage caused by your actions or those of any occupant of the dwelling or any guest. You understand that by not maintaining a renter's insurance policy, you may be liable to us and others for loss or damage caused by your actions or those of any occupant or guest in the dwelling. **You understand that the Lease Addendum Requirement of Renter's Insurance paragraph requires you to maintain a renter's insurance policy, which provides limits of liability to third parties in an amount not less than \$100,000.00 per occurrence.** You agree to maintain, at your own expense, during the Term of the Lease and any subsequent renewal periods, a renter's insurance policy satisfying these requirements. **Liability Insurance DOES NOT protect you against loss or damage to your personal property or belongings – only a renter's insurance policy does this.**
2. **p Election of Insurance Coverage or Damage Waiver.** You agree to one of the following with respect to your renter's insurance:
 - a) You agree to purchase renter's insurance through LeasingDesk Insurance Services ("eRenterPlan"). If you have questions regarding eRenterPlan please call (888) 205-8118 or visit www.eRenterPlan.com; Leasing Office Employees are not licensed agents. **Note that LeasingDesk Insurance Services is not owned or operated by us, and we make no guarantees, representations, or promises concerning the insurance or services it provides. You are under no obligation to purchase renter's insurance through eRenterPlan.**
 - b) You agree to purchase renter's insurance from an insurance company of your choice. If you elect to purchase the required insurance from another company, you will provide us with written proof of compliance with this Lease Addendum on or prior to the lease commencement date, and any time we request it. Your insurance company will be required to provide notice to us within 30 days or any cancellation, non-renewal, or other material change in your insurance policy. You agree to obtain renters insurance with a minimum amount of \$100,000.00 covering property damage and liability, to notify us within 30 days of cancellation, and to include us in insurance certificate as "Additional Interested Party" or "Additional Certificate Holder" The Rowan, PO Box PO Box 18763, Irvine, CA 92623-7478. Under no circumstances should the community be listed as "Additional Insured."
 - c) You agree to pay \$25.00 per month to us for insurance that we agree meets the requirements of this addendum. The additional rent is being used by us to purchase supplemental insurance coverage primarily for our benefit which protects us against your accidental and negligent acts. This coverage provides us protection against accidental damage caused by you from Fire, Water, Smoke, and Explosion. You are not a coinsured under this policy insurance nor a beneficiary thereof. You agree to pay us this amount in addition to all other obligations in the Lease Agreement. You also agree that the cost of this insurance will be considered additional rent for purposes of the Lease Agreement.
3. **Personal Premises Insurance and Liability.** All personal property kept in the Apartment, Apartment building and/or common areas by you (or anyone else whom you permit to use or occupy the Apartment) shall be kept at your own risk. You agree that, as the law permits, you and your insurance carrier will not hold us liable for claims for damage or injury normally covered by Renter's insurance, even if we are negligent, and you will look solely to your insurance to compensate for any such damage or injury.
4. **Subrogation Allowed.** You and we agree that subrogation is allowed by all parties and that this agreement supersedes the language contained in lease agreement.

 Signed by Ansel J. Postell
Tue Jul 6 2021 02:49:02 PM EDT
Key: 69955C84; IP Address: 47.39.192.204
Ansel J. Postell (Resident)

Date

 Signed by Terence Jackson
Tue Jul 6 2021 03:08:05 PM EDT
Key: F9F7B4B3; IP Address: 98.101.194.138
(Owner/Agent)

Date

EXHIBIT G ROOMMATE ADDENDUM

The Rowan offers individual bedroom lease terms, as well as roommate matching services, to those wishing to share an apartment with individuals they may or may not have had a previous social or familial relationship with. This service allows persons to enjoy cost savings associated with economies of scale while only being financially obligated to fulfill their portion of the units rent.

I understand that entering into an agreement with a shared common area living component will at most times involve compromise and an understanding that my roommate's lifestyle, living habits, and/or ideologies may not always align with mine. Roommate matching forms are a tool used in the placement process, not all requests can be accommodated and ultimately unit type requested may be the largest determining factor in placement.

A.P.
Signature

I understand that while management may at times be able to assist in conflict resolution, that it is the obligation of the lessees to facilitate the desired and appropriate actions to be taken within the parameters of the lease agreement and applicable state and federal laws. Requests for transfers may be made as per the lease agreement if space is available, transfer fees will apply.

A.P.
Signature

I understand/agree that management cannot in some cases provide solutions that will be deemed acceptable to all parties involved. In the case I choose to vacate the premises for any reason I agree to do so by the available methods outlined in the lease agreement and by paying all fees associated with a re-let or release.

A.P.
Signature

ROOMMATE MATCHING

ABOUT ME
Do you smoke? No
How Would You Describe Your Lifestyle? Above Average Neatness
Do You Entertain Guests? Occasionally
How Many Nights Do You Participate in Social Events? 0 - 2
What Are Your Sleep Habits? Depends on Which Day
Would You Be Willing to Accept a Co-Ed Roommate? Yes
Do You Drink Alcohol? Never
How Many Hours a Week Do You Study? 10 +
Are you taking over the lease of a current resident? If so, who? No answer was provided
How would you describe yourself? Easy Going
What gender do you identify as? Male
Are you a member of any Social, Greek, Academic or Sports group/team? No answer was provided
Were you referred by a current resident? If so, who? Benedict ADV
What things interest you? No answer was provided
What is your major? Computer Science
Who Are Your Preferred Roommates? Male
ABOUT MY ROOMMATE
Do you smoke? No
Would You Be Willing to Accept a Co-Ed Roommate? No answer was provided
Do You Drink Alcohol? Never
How Many Hours a Week Do You Study? 10 +
How Would You Describe Your Lifestyle? Above Average Neatness
Do You Entertain Guests? Occasionally
How Many Nights Do You Participate in Social Events? 0 - 2
What Are Your Sleep Habits? Depends on Which Day

The Rowan

REQUESTED ROOMMATES

1. Roommate Name:	Phone:	E-Mail:
-------------------	--------	---------

I understand that the information provided above does not guarantee roommate compatibility.

A. P. .
100455084

Initials

By signing below, I give my permission for The Rowan to release this information to prospective roommates.



Signed by Ansel J. Postell

Tue Jul 6 2021 02:53:18 PM EDT

Key: 69955C84; IP Address: 47.39.192.204

Ansel J. Postell (Resident)

Date

UTILITY ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated July 6, 2021, and is between the Owner of The Rowan ("Owner") and Ansel J. Postell, (collectively and individually "Residents"), for the premises at 1051 Southern Dr. #3x3.5 - 2000 sq/ft, Columbia, SC 29201 (the "Leased Premises"), which is located within The Rowan (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

1. **UTILITIES.** Resident will be responsible for payment of utilities listed below. The method of metering or otherwise measuring the cost of the utility will also be indicated below.

METERING/ALLOCATION METHOD KEY	
1	Sub-metering of all water/gas/electric use
2	Calculation of total water use based on sub-metering of hot water
3	Calculation of total water use based on sub-metering of cold water
4	Flat rate per month
5	Allocation based on the number of persons residing in the Leased Premises
6	Allocation based on the number of persons residing in the Leased Premises using a ratio occupancy formula
7	Allocation based on square footage of the Leased Premises
8	Allocation based on a combination of square footage and the number of persons residing in the Leased Premises
9	Allocation based on the number of bedrooms in the Leased Premises
10	Allocation based on a lawful formula not listed here
(Note: if method "10" is selected, a separate sheet will be attached describing the formula used)	

2. **ALLOCATION METHODS.** If an allocation method is used, Owner or Owner's billing company will calculate Resident's allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Under any allocation method, Resident may be paying for part of the utility usage in common areas or in other residential units as well as administrative fees. Both Resident and Owner agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident. If allowed by state law, Owner may change the above methods of determining Resident's allocated share of utilities and services and all other billing methods, in Owner's sole discretion, and after providing written notice to Resident. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.

If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Addendum, as may be amended with written notice as specified above, represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.

3. **UTILITY BILLING.** When billed by Owner directly or through Owner's billing company, Resident must pay utility bills within thirty (30) days of the date when the utility bill is issued at the place indicated on the bill, or the payment will be late. If a payment is late, Resident shall pay Owner a sum (indicated below) as a liquidated damage. The late payment of a bill or failure to pay any utility bill is a material violation of the Lease Contract and Owner will exercise all remedies available under the Lease Contract. To the extent there are any new account, monthly administrative, late or final bill charges, Resident shall pay such charges as indicated below.
4. **UTILITY CHARGES.** Resident will be charged for the full period of time that Resident is living in, occupying, or responsible for payment of rent or utility charges for the Leased Premises. If Resident breaches the Lease Contract, Resident will be responsible for utility charges for the time period Resident is obligated to pay the charges under the Lease Contract, subject to Owner's mitigation duties. In the event Resident fails to timely establish utility services, Owner may charge Resident for any utility service billed to Owner for Leased Premises and a reasonable administration sum (indicated below) for billing for the utility service.
5. **FINAL UTILITY BILL.** Upon move out, Resident will receive a final bill which may be estimated based on Resident's prior utility usage. This bill must be paid at the time Resident moves out or it will be deducted from the security deposit.
6. **SUB-METERING SYSTEMS.** Resident agrees not to tamper with, adjust, or disconnect any utility sub-metering system or device. Failure to comply with this provision will be deemed a material violation of the Lease Contract and all remedies available to Owner under the Lease Contract, this Addendum, and state law, will be authorized.
7. **UTILITY PAYMENTS.** Where lawful, all utilities and charges of any kind under the Lease Contract and this Addendum shall be considered additional rent, and if partial payments are accepted by Owner, they will be allocated first to non-rent

The Rowan

charges and then to rent.

8. **ADDITIONAL UTILITIES.** Resident agrees that, upon thirty (30) days prior written notice, Resident may begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term "utilities".
9. **SEVERABILITY.** This Addendum is designed for use in multiple jurisdictions, and no billing method or charge mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this Addendum or the Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease Contract. Except as specifically stated herein, all other terms and conditions of the Lease Contract and this Addendum shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease Contract, the terms of this Addendum shall control.
10. **OWNER'S LIABILITY.** Owner is not liable for any losses or damages Resident incurs as a result of outages, interruptions, or fluctuations in utility services provided to the Leased Premises unless such loss or damage was the direct result of negligence by Owner or Owner's Agents. Resident releases Owner from any and all such claims and waives any claims for offset or reduction of rent or diminished rental value of the Leased Premises due to such outages, interruptions, or fluctuations.

UTILITY CHARGES

To the extent allowed by state law, Owner, in its sole discretion, may amend these charges with written notice to Resident.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the 6th day of July, 2021.



Signed by Ansel J. Postell
Tue Jul 6 2021 02:53:57 PM EDT
Key: 69955C84; IP Address: 47.39.192.204

Ansel J. Postell (Resident)

Date



Signed by Terence Jackson
Tue Jul 6 2021 03:08:06 PM EDT
Key: F9F7B4B3; IP Address: 98.101.194.138

(Owner/Agent)

Date



Initial:



2022-2023



LEASE CONTRACT

CERTIFIED LEASE SOUTH CAROLINA

PARTIES AND LEASED PREMISES

Owner EMRES II South Carolina, LLC	Address 1051 Southern Dr. Columbia, SC 29201	Phone (803) 255-0170
Resident Ansel J. Postell	Address 275 Country Roads Circle, Stockbridge, GA 30281 - US	Phone (404) 270 - 0392
Email Address yungajp@icloud.com		
Unit 3007A	Floorplan 3x3.5 - 2000 sq/ft	
Street Address 1051 Southern Dr.	City Columbia	State SC
	ZIP 29201	County Richland

LEASE TERM

Type ☐ Move-In ☒ Renewal	Period Twelve (12) Installments	Start Date 7/26/2022	End Date 7/25/2023	Date Signed July 6, 2022
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RENT

Payable To The Rowan	Address 1051 Southern Dr., Columbia, SC 29201	Phone (803) 255-0170
Office Hours Monday - Friday 10am - 7pm; Saturday 10am - 5 pm; Sunday 1 - 5 pm	Due On 1st	Late On 6th
	Fax () -	

CHARGES

Late Payment	\$100.00	Dishonored Payment	\$35.00	Transfer Charge	\$300.00
Reletting Charge	\$250.00				

CONCESSIONS

1. Monthly Concession: July 26, 2022 - July 25, 2023 - \$85.00	\$85.00
(Concessions not applied for full lease term are not factored into Installment Payments)	

INSTALLMENT PAYMENTS		DEPOSITS		FEES	
Rent	\$720.00	Security Deposit	\$0.00	Application Fee	\$60.00
Monthly Concession	(\$85.00)	TOTAL SECURITY DEPOSIT	\$0.00	TOTAL ONE-TIME FEES	\$60.00
TOTAL INSTALLMENT	\$635.00	(Paid - \$0.00)			

THIS RESIDENTIAL LEASE CONTRACT (this "Agreement") is made and entered into as of the **6th** day of **July, 2022**, by and between Owner of Residential Community ("Owner") and **Ansel J. Postell** (hereinafter collectively "Residents"). Owner hereby leases to Residents the premises at **1051 Southern Dr., Columbia, SC 29201** (the "Leased Premises"), located within **The Rowan** (the "Residential Community"), for use exclusively as a private residence, and not for any other purpose. The Leased Premises may also include the rental of parking, storage and garage spaces, if applicable, which will be designated and included in a separate written agreement. Residents' performance of their obligations contained in this Agreement may be guaranteed by a third party. Any third-party guarantee agreements will be included with and attached to this Agreement. Owner's representatives, agents, affiliates, successors, assigns, employees, officers, and directors are hereby incorporated by reference to benefit from any and all waivers, releases, and limitations of liability made by Residents hereunder.

This Agreement is governed by the South Carolina Residential Landlord and Tenant Act, Section 27-40-10, et. seq., of the Code of Laws of South Carolina, 1976, as amended (the "Act").

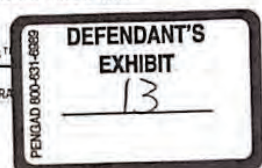
Any individual(s) assigned by Owner to share the Leased Premises with Residents, or to occupy another bedroom of the same apartment as Residents, under a separate Residential Lease Contract, shall be referred to hereinafter as "co-resident(s)." Unless otherwise specified in this Agreement, Residents acknowledge and agree that this Agreement is for the lease of a bed space or bedroom and not a specifically numbered apartment, which may be shared with co-residents. Residents have the

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Student Housing Lease Contract - South Carolina, Certified Docs

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LEASE CONTRA



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joint right to use and occupy the Leased Premise's applicable common living areas with co-residents, including, but not limited to, kitchens, living rooms, bathrooms, laundry areas, storage areas, and any private balconies or patio attached to the Leased Premises. Residents agree that Owner is not liable for any claims, actions, or damages relating to, arising out of, or connected with disputes among or between Residents and co-residents.

1. **OCCUPANCY OF THE LEASED PREMISES.** The Leased Premises shall be occupied solely by Residents and any co-residents, as assigned by Owner. No other persons may reside in, or otherwise occupy, the Leased Premises without Owner's prior written consent. Guests are not permitted to stay in the Leased Premises for more than six (6) consecutive days or fourteen (14) total days in any twelve (12) month period, without Owner's prior written consent. Residents acknowledge that allowing unauthorized occupants to reside in the Leased Premises shall be deemed a material and incurable breach of this Agreement, and shall entitle Owner to serve Residents with a notice terminating the tenancy.

All changes in occupancy require Owner's prior written consent. If Owner consents to an occupancy change during the term of this Agreement, a new Residential Lease Contract or an amendment to this Agreement must be executed. Any assignment or subletting without Owner's prior written consent shall be void and may, at Owner's sole discretion, terminate this Agreement. Owner's acceptance of rent from any person, not identified as a Resident or a co-resident, shall be deemed to be the payment of rent on behalf of Residents and shall not constitute Owner's consent for said person to occupy or reside in the Leased Premises.

1.1. Availability and Room Assignment. To the extent practical and at Owner's sole discretion, Owner will attempt to honor Residents' request for specific bedroom or apartment types. Residents acknowledge that bedroom and apartment types are subject to availability, and Owner cannot guarantee the availability of requested bedroom or apartment type. Residents are not released from the obligations and liabilities under this Agreement if Owner is unable to accommodate Residents' request for a specific bedroom or apartment type. Additionally, Residents understand that the sums owed in this Agreement may vary depending on premiums assessed for bedroom or apartment size, location, or other values added or lost from the bedroom or apartment type originally requested by Residents, and Residents agree to pay these sums pursuant to the terms of this Agreement.

1.2. Relocation. In order to maximize operational efficiencies, Owner may, at its sole discretion, require Residents to relocate to another bedroom in the apartment or relocate to another apartment in the Residential Community. Owner reserves the right to relocate Residents at any time, with five (5) days prior written notice. Residents acknowledge and agree that variations to bedroom size, apartment size, location, and value may result from this form of relocation and that Owner shall not be liable to Residents for any costs incurred by such relocation. Additionally, Residents acknowledge and agree that failure or refusal to comply with such relocation will be deemed a violation of this Agreement.

1.3. Transfers. Residents shall not transfer or reside in another bedroom in the apartment or another apartment in the Residential Community, other than that which is assigned to Residents, without Owner's prior written consent. Residents may request a transfer, however Residents understand that such consent is predicated upon the need for a transfer and subject to availability based on the date of the request. If Owner, in its sole discretion, is able to accommodate Residents' request for a transfer, Residents agree to pay Owner, as a transfer charge, a sum of \$300.00, which shall be due prior to the effective date of the transfer. However, at Owner's sole discretion, Owner may not require a transfer charge from Residents if the transfer request is received within seven (7) days after the commencement of this Agreement. Owner's consent to one or more transfers will not be deemed a waiver of Owner's right to require prior written consent for any future transfers or right to future transfer charges.

2. **TERM.** This Agreement shall be for a fixed lease term of twelve (12) installments, beginning at 10:00am, on July 26, 2022 and ending at 9:00am, on July 25, 2023 ("Term").

2.1. Renewal. This Agreement will **NOT** automatically renew upon expiration of the Term. Prior to the expiration of the Term, Residents may be provided an opportunity to renew this Agreement, or sign a new Residential Lease Contract for an additional term or terms, in order to remain in the Leased Premises. If this Agreement is not renewed or a new Residential Lease Contract is not signed, Owner has the right to rent the Leased Premises to other residents upon the expiration of this Agreement.

3. **SECURITY DEPOSIT.** Residents have deposited with Owner the sum of \$0.00, the receipt of which is hereby acknowledged as a security deposit. All or a portion of the security deposit may be retained by Owner in the event Residents become liable for any of the charges listed below. The retention of the security deposit shall not limit Owner's right to proceed against Residents for claims and damages exceeding the amount of the security deposit.

TRUST ACCOUNT INTEREST: ACCORDING TO THE RULES AND REGULATIONS OF THE SOUTH CAROLINA REAL ESTATE COMMISSION AND THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, THE BROKER-IN-CHARGE HAS THE OPTION TO PLACE RESIDENTS' SECURITY DEPOSIT INTO AN INTEREST BEARING ACCOUNT AND TO RETAIN ALL INTEREST INCURRED IN SAID ACCOUNT. RESIDENTS AGREE TO AND UNDERSTAND THAT RESIDENTS HAVE BEEN INFORMED OF RESIDENTS' RIGHT TO OWNERSHIP OF THE

INTEREST BUT RELINQUISHES TO THE BROKER-IN-CHARGE OR PROPERTY MANAGER-IN-CHARGE BY THIS WRITTEN AGREEMENT SAID RIGHT OF OWNERSHIP.

Owner may recover amounts owed by Residents from the security deposit for any lawful reason including, but not limited to, the following: any damages or loss caused by Residents' default or breach of this Agreement; delinquent or unpaid rent; late fees; electricity, gas, water, sewer, stormwater, or other utility charges; damages to the Leased Premises caused by simple negligence, intentional act, accident or inaction; the replacement cost of fixtures or other items contained in the Leased Premises that are damaged or destroyed; service charges; batteries for smoke detectors or other safety devices; unreturned, damaged or missing keys or entry devices; replacement light bulbs; reletting expenses; delinquent fees or unpaid deposits; the costs of rekeying or disabling unauthorized security systems and alarms; pet charges; government assessments against Owner caused by Residents or Residents' guests; trash removal; all costs associated with illegally parked vehicles, including removal; dishonored payment fees; removal and storage of items left in the Leased Premises; all costs, including attorneys' fees, related to eviction proceedings or the enforcement of this Agreement. If the security deposit does not cover all of Owner's loss, Residents are liable for any unsatisfied amounts.

Upon termination of this Agreement, the security deposit shall be returned less amounts withheld by Owner for accrued rent and damages which Owner has suffered as set forth herein or by reason of Residents' noncompliance with the Act. Any deduction from the security deposit shall be itemized by Owner in a written notice to Residents together with the amount due, if any, within thirty (30) days after termination of this Agreement and delivery of possession and demand by Residents, whichever is later. Residents shall provide Owner in writing with a forwarding address to which the written notice and amount due from Owner may be sent.

4. **RENT.** Residents agree to pay to Owner, as total rent for the Leased Premises during the Term, the sum of **\$7,620.00**. Rent will be paid in installments of **\$635.00** due on or before the **1st** day of each month ("Due Date"), as follows:

INSTALLMENT DUE DATE	AMOUNT
1. August 1, 2022	\$635.00
2. September 1, 2022	\$635.00
3. October 1, 2022	\$635.00
4. November 1, 2022	\$635.00
5. December 1, 2022	\$635.00
6. January 1, 2023	\$635.00
7. February 1, 2023	\$635.00
8. March 1, 2023	\$635.00
9. April 1, 2023	\$635.00
10. May 1, 2023	\$635.00
11. June 1, 2023	\$635.00
12. July 1, 2023	\$635.00

Except as otherwise provided, rent shall be paid in full and received in advance, with no grace period and without demand, on or before the Due Date in the form of online payment, debit, personal check or certified check. Rent and all other sums due to Owner will be payable to The Rowan, 1051 Southern Dr., Columbia, SC 29201, (803) 255-0170. The usual days and hours when payments may be made personally are: Monday - Friday 10am - 7pm; Saturday 10am - 5 pm; Sunday 1 - 5 pm, 1051 Southern Dr., Columbia, SC 29201. Payments made will not be held at the request of anyone - all payments made will be directly deposited. It is Residents' responsibility to be certain that each payment is actually received by Owner on or before its due date. Use of a rental payment drop box, if one is provided by Owner, is for Residents' convenience - the risk of receipt of funds by Owner when such box is used is Residents' risk, and not Owner's risk.

If in any month, rent is not paid before the 6th day of the month, payment must be in the form of certified check or money order. If Owner serves Residents with a notice to pay rent or surrender possession, which Owner may do on any date after the Due Date, any payment tendered following service of said notice must be in the form of certified check or money order.

NOTICE TO RESIDENTS: IF YOU DO NOT PAY YOUR RENT ON TIME, THIS IS YOUR NOTICE. IF YOU DO NOT PAY RENT WITHIN FIVE (5) DAYS OF THE DUE DATE, OWNER CAN START TO HAVE YOU EVICTED. YOU WILL RECEIVE NO OTHER NOTICE AS LONG AS YOU LIVE IN THE LEASED PREMISES.

- 4.1. **Concessions.** Residents agree that the concessions specified in this Agreement are given to Residents as an incentive and with the understanding that Residents will fulfill all obligations under this Agreement for the full lease term. If Residents fail to pay rent before the Due Date, in any month, during the Term or any renewal period, in addition to all other



remedies authorized by state law or this Agreement, Residents shall not be entitled to the prorated portion of concessions attributed to that month. Furthermore, Residents shall owe the full amount of rent as stated in this Agreement, as if no concessions were given for that month, plus any applicable late payment charges as a result of Residents being delinquent. In the event Residents are asked to vacate the Leased Premises, evicted or move out prior to the expiration date of the Term or any renewal period, Residents shall reimburse Owner, upon demand, the full amount of concessions. Residents must also pay all other rent, charges, or sums due to Owner as a result of Residents' failure to comply with the terms and conditions of this Agreement. Residents acknowledge that concessions constitute a discount of rent only and not a discount of any other charges or sums which Residents may be required to pay under the terms and conditions of this Agreement.

5. **LATE PAYMENTS AND FEES.** Owner and Residents agree that it is and will be impracticable and extremely difficult to fix the actual damages suffered by Owner in the event Residents make a late payment of rent, or when Residents make a payment that is subsequently dishonored by the bank, and that the below charges represent a reasonable approximation of the damages Owner is likely to suffer from a late or dishonored payment. Owner and Residents further agree that this provision does not establish a grace period of the payment of rent, and that Owner may give Residents a written notice to pay or quit the Leased Premises in accordance with State law at any time after the payment is due. Owner shall have all remedies under the law and this Agreement in the event Resident fails to timely pay the rent or other amounts owed. At Owner's sole discretion, Owner may report any delinquent rent or other amounts owed to a credit reporting agency.

5.1. Late Payments. Residents shall pay the total amount of rent owed on or before the Due Date. If Residents fail to timely pay all rent, Owner is entitled to a late fee of **\$100.00** on the **6th** day of the month.

5.2. Dishonored Payments. Residents shall owe **\$35.00** for each dishonored payment, plus any applicable late fees described in this Agreement until all amounts owed are paid. In the event of a dishonored payment, Residents may, at Owner's option, be required to pay the rent and applicable late charges by certified check or money order. If **one (1)** or more payments submitted by Residents are, for any reason whatsoever, dishonored by the financial institution upon which it is drawn in any **twelve (12)** month period, Residents shall be required to pay all future rent and other charges by certified check or money order plus any and all costs required in the collection of said payments.

6. **PAYMENTS.** Owner is not obligated to accept any payment for rent or other charge after five (5) days from the due date. Except for rent, all charges are due immediately and to be paid upon Owner's demand. To the extent allowed by law, Owner first may apply payments received to any unpaid amounts other than rent, irrespective of any written or verbal requests by Residents or when the charges may have accrued.

7. **RENT INCREASES AND LEASE CONTRACT CHANGES.** Owner may notify Residents in writing of any increase in rent five (5) days before the final date that Residents are required to give their move-out notice. The new rent shall take effect on the date stated in the notice and after the current lease term expires. Owner may deliver the notice of an increase in rent via email or other electronic messaging service. Residents are not required to sign the written notice of rent increase or other documents for the new rent amount to take effect.

8. **COMPLIANCE WITH RULES, LAWS, AND REGULATIONS.** Residents hereby acknowledge receipt of a copy of the Residential Community's Policies and Rules (the "Rules"), which are incorporated into and made a part of this Agreement. Residents agree to abide by said Rules in all respects. Owner may make reasonable changes to the Rules upon providing thirty (30) days written notice to Residents, and Residents agree to abide by such changes if they are distributed and applicable to the Residential Community and do not change the rent. Failure to comply with the Rules shall be deemed a breach of this Agreement.

Residents agree not to harass, annoy, or endanger any other resident or person, or create or maintain a nuisance, or disturb the peace or solitude of any other resident, or commit waste in or about the Leased Premises. Residents are responsible for the conduct of any guests while present at the Residential Community. Residents further agree not to harass, verbally abuse, denigrate or otherwise disrespect Owner's employees, agents and/or contractors or interfere with Owner's business operations. Failure to abide by this policy may result in the termination of this Agreement.

Certain acts are considered to be contrary to the safety, well-being, peace, and enjoyment of the other residents of the Residential Community, and therefore, will be considered to be a breach of this Agreement. These include, but are not limited to: 1) violations of this Agreement, the Rules, or applicable fire, safety, health, or criminal laws, ordinances, or regulations, regardless of whether or where arrest or conviction occurs; 2) Residents giving incorrect or false answers in a rental application; 3) Residents being arrested, charged, detained, convicted, or given deferred adjudication or pretrial diversion for an offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, or drug paraphernalia in violation of applicable law, or any sex-related crime, including a misdemeanor; and 4) any illegal drugs or paraphernalia are found in the Leased Premises.

9. **REPLACEMENTS AND SUBLETTING.** Without the prior written approval of Owner, replacing Residents or subletting the Leased Premises is strictly prohibited. A replacement of Residents or sublease will be subject to Owner's policies and

underwriting requirements, reimbursement of Owner's expenses in connection with the replacement or sublease, and final approval by Owner of the Residents' replacement or sublessee. Residents who are replaced or sublet the Leased Premises will continue to be liable for all of Residents' obligations of this Agreement, unless otherwise agreed to by Owner in writing. Replaced Residents' and Sublessors relinquish their rights to a refund of the security deposit, and their right to possess or otherwise occupy the Leased Premises, unless otherwise required by applicable law. Any attempt to replace any Residents or sublet the Leased Premises without Owners' prior written consent will be void. Residents shall not assign this Agreement.

- 10. USE OF LEASED PREMISES AND COMMON AREAS.** Residents shall not do or permit anything to be done in or about the Leased Premises that will in any way obstruct or interfere with the rights of other residents or occupants of the building or injure or annoy them or use or allow the Leased Premises to be used for any improper, unlawful, or objectionable purpose. Further, Residents shall not cause, maintain, or permit any nuisance in, on, or about the Leased Premises, or commit any waste in or on the Leased Premises, and shall promptly notify Owner in writing of any defective or potentially defective conditions, in the Leased Premises, or in the Residential Community. Finally, Residents shall not put the Leased Premises to any use that violates local zoning ordinances or any other law applicable to the Leased Premises. Residents agree to reimburse and indemnify Owner for all fines or other penalties incurred by Owner as a result of the violation of any statute, ordinance, regulation or other governmental restriction by Residents or Residents' guests. Nothing set forth herein shall be deemed as disallowing any use of the Leased Premises that cannot legally be prohibited.

Residents further agree to the following: 1) Residents must keep the Leased Premises and areas reserved for private use clean and sanitary; 2) trash must be disposed of at least weekly in appropriate receptacles; 3) passageways may be used only for entry or exit; 4) amenity areas must be used with care in accordance with the Rules and posted signs; 5) glass is prohibited in all common areas; 6) conducting business of any kind in the Leased Premises or the Residential Community is prohibited without Owner's prior written consent--any lawful business conducted at home by computer, mail, or telephone is permissible if permitted by local zoning ordinance and customers, clients, patients, or other business associates do not come to the Leased Premises for business purposes; 7) businesses allowed in a home by state or local statute or ordinance will be permitted with proper licensing and notification provided to Owner in advance of the operation of the business; 8) Owner may exclude from the Residential Community guests or others, who in Owner's judgment, have been violating the law, violating this Agreement or any community rules, which includes anyone who is disturbing other residents, neighbors, visitors, or Owner's representatives; 9) Owner may also exclude from any outside area or common area anyone who refuses to show identification or identify themselves as a guest or resident in the Residential Community; and 10) Residents agree to notify Owner if Residents are convicted of a felony, offense involving a controlled substance, violence to another or destruction of property or if any of the above register as a sex offender in any state. Any violation of these provisions shall be deemed a material and incurable breach of this Agreement and shall entitle Owner to serve Residents with notice terminating the tenancy.

- 11. LEASED PREMISES AND FURNISHINGS.** Residents acknowledge that Residents have inspected the Leased Premises. Residents acknowledge that the Leased Premises are in a clean and good condition including painted surfaces, carpets, flooring, all furniture, furnishings, fixtures, equipment and appliances. It shall be conclusively presumed that said Leased Premises and all items, appliances and fixtures contained therein are in good working condition, unless Residents deliver a contrary statement in writing to Owner by the starting date of this Agreement. Residents agree to diligently maintain the Leased Premises, be responsible for the proper care of any and all furniture, furnishings, fixtures, appliances and equipment therein, and to keep the Leased Premises in a neat and clean condition. Residents promise to return the Leased Premises and all furniture, furnishings, fixtures, equipment and appliances to Owner in the same condition at the time Residents vacate the Leased Premises as when first rented, less normal wear and tear. Residents further acknowledge that the smoke detector and/or carbon monoxide detector is operable and it is the responsibility of Residents to maintain the smoke detector and/or carbon monoxide detector in accordance with law and the manufacturer's recommendations. Residents must promptly report non-functional smoke and/or carbon monoxide alarms to Owner so repairs can be made.

All appliances are installed per manufacturers' specifications and may be anchored. Residents shall not move, un-hook, or relocate any appliance connected to a gas/water source or floor drain connection at any time. Residents agree to promptly notify in writing (service request form) or by electronic notification to Owner of any defects, dilapidations, dangerous conditions, or other needed repairs as said conditions become evident. Residents agree to immediately reimburse Owner for any sums incurred by Owner to repair the Leased Premises or any item, fixture, appliance or appurtenance damaged by the misuse or neglect of Residents or Residents' guests. This Agreement may not be terminated due to interruption of any service, including necessary repairs, beyond the control of Owner, unless otherwise required by law.

11.1. Smoke Detectors. Residents will not interfere with the presence or functionality of any smoke detectors in the Leased Premises. Residents will report immediately and in writing any defects in the condition of any smoke detectors. Residents assume the responsibility for ensuring the smoke detectors are in operating condition at all times and for replacing batteries as needed. Owner may replace the batteries in any smoke detectors in the Leased Premises at any time without notice and at cost to Residents. Residents will be liable actual damages that result from Residents' failure to

maintain any smoke detector in the Leased Premises.

11.2. Casualty Loss. Unless otherwise required by law, Owner is not liable to Residents or Residents' guests for personal injury, damages to or loss of personal property for any cause outside of Owner's control, including but not limited to: acts of God, fire, smoke, flood, rain, pipe leaks, ice, hail, snow, lightening, wind, earthquakes, theft, vandalism, or utility interruptions. If the Leased Premises is damaged or destroyed by fire or casualty to the extent that normal use and occupancy of the Leased Premises is substantially impaired, Residents may: a) immediately vacate the Leased Premises and notify Owner in writing within seven (7) days thereafter of Residents' intention to terminate this Agreement, in which case this Agreement terminates as of the date of vacating; or b) if continued occupancy is lawful, vacate any part of the Leased Premises rendered unusable by the fire or casualty, in which case Residents' liability for rent is reduced in proportion to the diminution in the fair-market rental value of the Leased Premises. Unless the fire or casualty was due to Residents' negligence or otherwise caused by guests, if this Agreement is terminated, Owner shall return the security deposit subject to the terms set forth in Section 3 of this Agreement and any prorated prepaid rent from the date of the fire or casualty.

11.3. Freezing Weather Conditions. For the purpose of preventing broken pipes and other damages, Residents agree that for the duration of any freezing weather conditions, Residents will maintain the temperature of the Leased Premises at fifty (50) degrees Fahrenheit, leave all closet and cupboard doors open (which allows more heat to reach pipes), and set all water faucets to drip. Residents will be liable for any damages that result from Residents' failure to perform the responsibilities listed in this Section.

- 12. UTILITIES.** Owner agrees, at Owner's expense, to furnish the following utilities to the Leased Premises: ☒ **electricity (with a \$35 allotment per resident), pest control, trash removal, and an internet package.** Residents agree to pay all charges (including utility deposits) not supplied by Owner, assessed by the utility provider (or Owner, or Owner's designated Billing Party) in connection with Residents' use of utilities during the term of this Agreement, or the period of occupancy by Residents, whichever is longer. Residents agree to pay the utility bills for which they are responsible and ensure that utilities remain connected for the duration of the Term or any renewal period. Residents shall properly use all electrical, gas and plumbing fixtures and appliances only for their intended purposes. Residents shall not install or operate any additional equipment or appliance, including, but not limited to, portable generators, additional refrigerators and freezers, a dishwasher, washing machine, clothes dryer or an air conditioning unit in the Leased Premises unless supplied by Owner or with Owner's prior written approval. Residents will be responsible for the following utilities: ☒ **water, sewer, and electric over the \$35 allotment per resident.**

Owner may modify the method by which the utilities are furnished to the Leased Premises or billed to Residents during the term of this Agreement. In the event of interruption or failure of utility services that Owner is required to furnish, Owner shall use reasonable diligence in its efforts to restore such services. Owner shall not be liable for any damages directly or proximately caused by interruption or failure of utility service unless such interruption or failure of utility service is solely due to Owner's failure to pay to the service provider for the provision of such services to the Leased Premises.

Owner reserves the right, at any time a past due balance is owing on the utilities, to apply any and all funds received from Residents, including funds paid as rent, first to the past due balance and then any remaining funds will be applied to Rent. Residents agree to this allocation of funds despite any limiting or restrictive endorsement contained on the payment. Further, if Residents fail to pay any utility charges that are to be paid by Residents, Owner may, at its option, pay such charges in full to retain continuing utility services and bill Residents such charges as additional rent together with the regular monthly rental payment on the Due Date of the month next following the date of such billing. When Residents move from the Leased Premises, the utility charges will be charged to and deducted from the security deposit. It is understood and agreed between Owner and Residents that in the event submetered or allocation payments are not made when due, it shall be considered a default under this Agreement.

- 13. DAMAGES, ALTERATIONS, AND REPAIRS.** Residents agree not to destroy, damage, deface or remove any part of the Leased Premises or Residential Community or permit any persons or animals to do so and to assume all liability for damages other than ordinary wear and tear. Residents shall make no alterations to the Leased Premises without the prior written consent of Owner. Any alteration made to the Leased Premises by Residents after that consent has been given, and any fixtures installed as a part of that work, will at Owner's option become the Owner's property on the expiration or earlier termination of this Agreement, provided, however, that Owner shall have the right to require Residents to remove any fixtures at Residents' cost on termination of this Agreement. Residents shall notify Owner of any dilapidations or other defective conditions on the Leased Premises that require repairs. Residents agree not to install additional or different locks, gates or alarms on any doors or windows of the Leased Premises without written permission of Owner. If Owner approves Residents' request to install such mechanisms, Residents agree to provide Owner with a key for each lock.

EXCEPT IN CASES OF EMERGENCIES OR FAIR HOUSING ACCOMMODATIONS, ALL NOTICES FROM RESIDENTS TO OWNER REGARDING REPAIRS, SERVICES, OR SECURITY MUST BE SIGNED BY RESIDENTS AND PROVIDED TO OWNER IN WRITTEN OR ELECTRONIC FORM ONLY, AS SPECIFIED BY OWNER. Verbal requests from

Residents, as well as written notes by Owner, Owner's employees, or agents will not be considered proper notice under this provision, and Owner's compliance with Residents' verbal requests does not constitute waiver of the strict requirements of this Section. Incidents constituting emergencies include situations where persons or property are in danger of imminent harm, such as fire, smoke, flooding water or active criminal activity. Residents must immediately notify Owner of any repairs, service issues, or security issues in the Leased Premises or at the Residential Community. Owner may, in accordance with the provisions of the Act and this Agreement, terminate this Agreement upon reasonable notice to Residents if the Leased Premises are substantially damaged or the performance of services or repairs creates a danger to Residents, and Owner may remove Residents' personal property if it poses a safety or health hazard. Owner may temporarily interrupt services as needed to prevent property damage or perform repairs, which will not constitute a reduction in services entitling Residents to an abatement of rent, unless required by law.

14. RISK OF LOSS OF RESIDENT'S PROPERTY. Residents shall bear the risk of loss of any and all of Residents' personal property whether located in the Leased Premises, in garage/carport, designated storage areas or anywhere within the Residential Community. Residents agree not to hold Owner, its agents and/or employees liable in any manner for or on account of any loss or damages sustained by reason of the acts or omissions of third parties, or arising from any casualty (including but not limited to fire, smoke, rain, flood, water and pipe leaks, mold, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, or invited/uninvited guests or vandalism, unless otherwise required by law). Residents understand and agree that Residents or Residents' guests are not beneficiaries of any insurance policies held by Owner or Owner's agents. Residents are required to purchase and maintain personal liability insurance with a coverage limit of no less than **\$100,000.00** for the Term and any renewal periods. Residents will be in material breach of this Agreement if they fail to comply with the requirements of this provision.

15. ANIMALS. No animals are permitted without the prior written consent of Owner. Any such consent may be revoked at any time, with or without cause, by giving **10** days written notice to Residents. Except to the extent written permission is given, animals may not be brought upon the Leased Premises, whether such animals belong to Residents or to any other person. The presence of any animals as to which written permission has not been given and is not currently in force, even if such animals are "just visiting," shall be deemed a material and incurable breach of this Agreement and shall be cause for the service of a notice terminating the tenancy. Service animals or companion animals are not subject to these provisions. However, Owner may require a written statement from a qualified professional verifying the need for the service or companion animal.

16. HOLD HARMLESS FOR GUESTS. Owner is not liable for damage to doors, window, or screens; damage caused by open windows or doors; or damage cause by wastewater stoppage in pipes exclusively serving the Leased Premises unless the damage or stoppage is due to Owner's negligence. Residents must pay for repair and/or replacement for the damage detailed above. Owner may require payment from Residents in advance of repairs or at any other time and delay in demand for payment by Owner does not constitute waiver by Owner.

17. DELIVERY OF LEASED PREMISES. If, for any reason, Owner is unable to provide occupancy to Residents by the scheduled first day of the Term, this Agreement will continue to be in effect, and Residents may elect one of the following remedies: a) a prorated daily abatement of rent until the date that Owner delivers possession of the Leased Premises; or b) Residents may terminate this Agreement up until such time as Owner delivers possession. Owner will have no liability to Residents if there is a delay of possession other than to refund any amounts paid to Owner under this Agreement. Residents' failure to take occupancy of the Leased Premises due to issues of cleanliness, repairs, or services, does not constitute a failure of Owner to deliver possession of the Leased Premises. At the commencement of the term, Owner shall deliver possession of the Leased Premises to Residents in compliance with this Agreement and Section 27-40-440 of the Act.

18. RESPONSIBILITIES OF OWNER. Owner will act with customary diligence, and as required by applicable law, in keeping common areas reasonably clean; maintaining fixtures and appliances; complying with applicable safety, sanitation, and fair housing laws; making reasonable repairs; and keeping the premises in a fit and habitable condition, provided that Residents shall be required to pay for all damages for which they are liable.

18.1. Security. Owner makes no representations or guarantees to Residents concerning the security of the Leased Premises or the Residential Community. Owner is under no obligation to Residents to provide any security measure or take any action not required by statute. The presence of courtesy patrols, patrol cars, access gates, surveillance cameras or other deterrents do not guarantee that crime can or will be prevented. All such systems are subject to personnel absenteeism, human error, mechanical malfunctions and tampering. Residents are responsible for planning and taking action with respect to the safety of Residents and their property as if such systems and deterrents did not exist. Residents agree to immediately report all suspected or actual criminal activity to the appropriate local law enforcement agencies and, after doing so, to Owner, and shall provide Owner with such law enforcement agency's incident report number upon request.

Owner has no obligation to obtain criminal background checks on any Residents and bears no responsibility or liability related to the criminal background or actions (whether past, present or future) of any person, even if Owner has actually



run a criminal background check on applicants. Residents shall not rely on the fact that Owner may have run a criminal background check on Residents or any other applicant when deciding whether to enter into this Agreement. Background checks are limited to the information actually reviewed and are not a guarantee that a person with a criminal background does not reside at the Residential Community. Owner has not made and does not make any representations as to the background of any existing or future tenant and Owner is under no obligation to run background checks on any existing tenant or future applicant.

- 19. ACCESS.** Owner or Owner's agent shall give Residents at least twenty-four (24) hours notice of intent to enter and may enter only at reasonable times; however, Owner or Owner's agent may enter the Leased Premises without consent of Residents: a) at any time in case of emergency-prospective changes in weather conditions which pose a likelihood of danger to the property may be considered an emergency; b) between the hours of 9:00 a.m. and 6:00 p.m. for the purpose of providing regularly scheduled periodic services such as changing furnace and air-conditioning filters, providing termite, insect, or pest treatment, and the like, provided that the right to enter to provide regularly scheduled periodic services is conspicuously set forth in writing in the rental agreement and that prior to entering, the landlord announces his intent to enter to perform services; or c) between the hours of 8:00 a.m. and 8:00 p.m. for the purpose of providing services requested by Residents and that prior to entering, Owner or Owner's agent announces intent to enter to perform services. Owner may also enter the Leased Premises: 1) pursuant to court order; 2) as permitted by Sections 27-40-720 and 27-40-730; 3) when accompanied by a law enforcement officer at reasonable times for the purpose of service of process in ejectment proceedings; or 4) if Residents have abandoned or surrendered the Leased Premises. Residents shall not change locks on the Leased Premises without written permission from Owner.

Residents shall not unreasonably withhold consent to Owner to enter the Leased Premises in order to inspect the Leased Premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the Leased Premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors. Residents agree that if they deny Owner access to the Leased Premises when Owner is in compliance with statutory requirements and entitled to access, any such denial of access shall be deemed a material breach of this Agreement and shall entitle Owner to serve Residents with a notice terminating this Agreement.

- 20. TERMINATION, DEFAULT, AND REMEDIES.** Owner and Residents agree that all provisions, obligations, and conditions of this Agreement are reasonable and material and that a breach by Residents of any such provision, obligation, or condition constitutes a material breach thereof. Owner is entitled to all rights, remedies, and damages under this Agreement and by law, including, but not limited to, all rights and remedies for damages to the Leased Premises, cleaning charges, past and future rent due, or other amounts due under this Agreement. All rights and remedies provided in this Agreement and by law are cumulative. The following actions shall not constitute termination of this Agreement: a) maintenance of the Leased Premises by Owner or on Owner's behalf; b) efforts to rent out the Leased Premises by Owner or on Owner's behalf; c) Owner's withholding of consent to assign or sublet the Leased Premises pursuant to the terms of this Agreement; d) Owner's termination of a sublet or assignment of the Leased Premises pursuant to the terms of this Agreement; or e) actions by Owner to procure the appointment of a receiver to secure Owner's interests under this Agreement.

If there is noncompliance by Residents with this Agreement (other than nonpayment of rent) materially affecting health and safety or the physical condition of the Leased Premises or the conduct of any illegal activity, Owner may deliver a written notice to Residents specifying the acts and omissions constituting the breach and that this Agreement will terminate upon a date not less than fourteen (14) days after receipt of the notice, if the breach is not remedied in fourteen (14) days. This Agreement terminates as provides in the notice except: a) if the breach is remediable by repairs or otherwise and Residents adequately remedy the breach before the date specified in the notice; or b) if the remedy cannot be completed within fourteen (14) days but is commenced within the fourteen-day period and is pursued in good faith to completion within a reasonable time, then this Agreement may not terminate by reason of the breach.

20.1. Reletting Expense. Because damages relating to Owner's costs to find and replace tenants are difficult to ascertain in the situations described below, Residents agree that a reletting expense of **\$250.00** is a reasonable estimate for such activity. Residents will be required to pay the reletting expense: a) for failure to provide written move-out notice pursuant to terms of this Agreement; b) upon Owner's demand in the event of Residents' default; c) pursuant to a court order for eviction; or d) for failure to pay rent in full for the entire lease term or renewal period upon move-out. The reletting expense is not the same as a lease cancellation fee or buyout fee, rather, it is an agreed upon liquidated amount to cover Owner's damages in part. The reletting expense is not a substitute for and does not release Residents from liability for damages to the Leased Premises, cleaning charges, past and future rent due, or other amounts due under this Agreement.

- 21. MOVE-OUT NOTICES AND PROCEDURES.** Prior to moving out, Residents are required to provide Owner with at least **thirty (30)** days advance written notice. The move-out notice must comply with the notice provision of this Agreement and provide Residents' move-out date. Residents must obtain written acknowledgment from Owner of receipt of Residents'

move-out notice. If Owner terminates this Agreement, Owner will provide Residents with the same notice unless Residents have breached the terms of this Agreement. Oral move-out notice is not an acceptable form of termination. The move-out date provided for in the notice cannot be changed without additional written agreement signed by both parties. Each Resident must provide Owner with their forwarding address in writing. A move-out notice does not release Residents from liability under the full term or any renewal terms of this Agreement except where Resident moves out pursuant to a Military Personnel Release or if Owner and Resident agree to such release in a written amendment signed by both parties. Residents may not withhold any portion or last month's rent under the assumption that the security deposit will cover rent due. Early move-out by Residents may also result in reletting expenses.

Residents and Residents' guests must vacate the Leased Premises on or by the agreed upon move-out date, the date contained in Residents' move-out notice, or Owner's notice to vacate. Owner may pursue action for possession for any hold over after expiration of the term of this Agreement or its termination, without the consent of Owner. Additionally, Residents will be liable for hold over rent, which will be increased by twenty-five percent (25%) over the then existing rent, and rent for the full term a lease signed by a new resident, prior to Residents' hold over, who is unable to occupy the Leased Premises because of Residents' hold over.

21.1. Cleaning. Prior to moving out, Residents are required to clean all areas of the Leased Premises, including but not limited to, living and dining rooms, kitchens, hallways, bedrooms, closets, bathrooms, floors, outdoor walkways, patios, balconies, and any leased or assigned parking or storage areas. Residents must also comply with move-out and cleaning instructions provided by Owner. If, at Owner's discretion, Residents fail to adequately clean the Leased Premises, Owner reserves the right to hire a professional cleaning service and Residents will be liable for reasonable cleaning expenses. Owner may deduct the cost of carpet cleaning regardless of whether Residents clean the carpet before delivery of possession of the Leased Premises to Owner.

22. RESIDENTS' PERSONAL PROPERTY. Residents shall vacate and remove all personal property from the Leased Premises upon expiration or termination of this Agreement without further notice or demand from Owner. Owner may remove and dispose of Residents' personal property in a manner permissible by applicable law upon termination or expiration of this Agreement, surrender, abandonment, or court ordered eviction of Resident. Residents will be liable to pay Owner for reasonable costs associated with packing, removing, storing, and selling Residents' property. Owner may consider the Leased Premises surrendered when: a) this Agreement expires; b) Residents return keys and access devices to Owner; or c) Residents have vacated the Leased Premises and the move-out date has passed, whichever is earlier. Owner may consider the Leased Premises abandoned when: 1) Residents have unpaid rent and been absent from the Leased Premises for five (5) consecutive days; 2) a significant number of Residents' personal belongings have been removed; 3) utilities to the Leased Premises has been terminated for five (5) consecutive days; 4) Residents have failed to respond within two (2) days after Owner leaves notice, on the inside of the main door, stating that Owner considers the Leased Premises have been abandoned; or 5) ten (10) days after the death of sole resident of the Leased Premises.

23. SECURITY DEPOSIT RETURN. Owner will mail the security deposit, less any lawful deductions, and an itemized list of amounts withheld no later than thirty (30) days after termination, surrender, or abandonment, unless applicable law provides otherwise. Delivery of security deposit refunds and itemized deductions to any one of multiple residents shall constitute notice and delivery to all Residents. Residents are not entitled to a refund of any portion of the security deposit unless Owner receives proper notice of move out pursuant to this Agreement.

24. RELEASE OF RESIDENTS. Unless otherwise provided for by this Agreement or by law, Residents will not be released from this Agreement.

24.1. Military Personnel Release. The Servicemembers Civil Relief Act ("SCRA") provides relief to U.S. service members entered into certain real property leases. Residents eligible for protection under the SCRA include: 1) Active duty service members who receive military orders for a permanent change of station or deployment orders; 2) Residents entering active duty service for the first time; and 3) Activated Reservists and National Guardsmen, when serving in federal active duty. The SCRA allows for early termination in the following instances: a) the service member entered into the lease before active military service; b) the service member entered into the lease while on active duty and then received permanent change of station orders; or c) the service member entered into the lease while on active duty and then received orders to deploy in support of a military operation in excess of ninety (90) days.

Residents seeking release pursuant to the SCRA are required to provide: 1) at least thirty (30) days written notice to Owner; and 2) copies of Residents' military orders. After notice is delivered, this Agreement will be terminated thirty (30) days after the next date that rental payment is due or forty-five (45) days after Owner receives notice, whichever is shorter. In order to be eligible for release under this section, this Agreement must be signed by or on the behalf of the service member. Release under this section does not apply to a co-resident who is not the spouse or legal dependent of the eligible Resident.

25. MISCELLANEOUS. This Agreement, including all applicable exhibits, schedules, addenda, or forms, sets forth all of the promises, agreements, conditions, and understandings between Owner and Residents and may not be changed or

modified except by an agreement in writing signed by all parties. Residents acknowledge that all representations and statements relied upon in executing this Agreement are contained herein and that Residents in no way relied on any other statements or representations, written or oral. This Agreement and all rights of Residents arising under it are expressly agreed to be subject and subordinate to present and future recorded mortgages which are or may be placed upon the Leased Premises and all other rights afforded to the holder of any such mortgages.

25.1. Zero Tolerance Crime Policy. Residents, Residents' guests, or other individuals under Residents' control: 1) shall not engage in criminal activity or engage in any act intended to facilitate criminal activity on or near the Residential Community; 2) shall not engage in drug-related criminal activity on or near the Residential Community, including but not limited to, the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use of an illegal or controlled substance as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. § 802; 3) shall not facilitate, use, or permit the Leased Premises to be used for criminal or drug-related criminal activity; and 4) shall not engage in any illegal activity which might negatively affect the health, safety, or welfare of Owner, Owner's agents, other residents, the Leased Premises, or the Residential Community. Owner and Residents agree that these provisions are reasonable and material and that a violation by Residents of any such provision constitutes a material breach of this Agreement and is good cause for immediate termination of tenancy.

25.2. Satellite Dishes and Antennas. The Federal Communications Commission states that Residents have a limited right to install a satellite dish or receiving antenna within the Leased Premises. This Agreement must be amended to incorporate requirements and restrictions prior to any installation. Residents are responsible for making sure the Leased Premises is in a location to receive the satellite signal prior to requesting permission to install. For information on requirements and restrictions, contact Owner. Residents shall not install any external media device nor climb or have others climb upon the roof.

25.3. Bedbugs. Bedbugs are wingless parasites which may lie dormant in cracks, crevices and personal belongings until a host is present. Residents have an affirmative duty to inspect the Leased Premises and notify Owner of the presence or infestation of insects or vermin including bedbugs within forty-eight (48) hours of Residents taking possession of the Leased Premises. Absent this timely notice to Owner, Residents acknowledge and confirm that the Leased Premises are free of the presence or infestation of insects or vermin, including bedbugs. Residents agree to maintain the Leased Premises in a manner that prevents the occurrence of an infestation of insects and vermin including bedbugs. If Residents allow individuals or items carrying bedbugs into the Leased Premises, or have repeated infestations that cannot be traced to another source, such will be deemed damage to the Leased Premises and Residents will be responsible for the cost of treatment to the Leased Premises, personal belongings and surrounding residences as necessary to eradicate the infestation.

25.4. Fair Housing. Owner shall comply with all applicable local, state, and federal non-discrimination and fair housing laws, including laws which prohibit discrimination on the basis of race, religion, ethnic origin, national origin, color, sex, age, physical or mental disability, or family status.

25.5. Sale of Leased Premises. In the event of a sale or pending sale of the Residential Community or in the event Owner, new owner, lender, or lender's receiver must obtain possession of the Leased Premises in order to redevelop, renovate, or demolish the Leased Premises or any portion of the Residential Community. Residents agree that Owner, new owner, lender, or lender's receiver shall have the right to terminate this Agreement upon sixty (60) days written notice.

25.6. Photograph Release. Residents give permission to Owner to use any photograph or photographic image including video or video stills taken of Residents while in the common areas of the Residential Community or at any events sponsored by the Residential Community. Residents hereby grant Owner, and any of Owner's affiliates, successors or anyone else authorized by Owner, the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise, the unlimited use of Residents' image, without restriction as to changes or alterations, made through any medium, for any legal purpose whatsoever. Residents also consent to the use of any printed matter in conjunction therewith. Residents hereby waive any right to inspect or approve the finished product and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied. Residents hereby release, discharge, and agree to hold harmless Owner and any of Owner's affiliates, successors or anyone else authorized by Owner, for all claims and demands arising out of or in connection with the use of the images taken of Residents, including without limitation any and all claims for libel, false light or invasion of privacy.

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25.7. Waiver of Jury Trial. To the extent permitted by law, the parties agree that any dispute arising from or related to this Agreement will be decided by a judge and not a jury.

25.8. Force Majeure. To the fullest extent permitted by law, Owner shall be excused from performance or obligations under this Agreement in the event of an act of God, epidemic, war, acts of terrorism, flood, fire, tornado, hurricane, riot, or any other event beyond Owner's control.



26. DISCLOSURE. Owner may provide information on Residents or Residents' rental history to business affiliates or upon reasonable request from an authorized agent of state or federal government or law enforcement agency.

27. NO WAIVER. Owner's failure on any occasion to require strict compliance with any provision of this Agreement or to exercise any rights arising hereunder shall not be deemed a waiver of Owner's right to subsequently enforce any such provision or to insist upon any such right. The fact that Owner may have accepted late payment(s) on one (1) or more occasions shall not be deemed a waiver of Owner's right to insist upon timely payment of rent nor to exercise any remedy available for late payment of rent. Acceptance of rent following a breach of this Agreement shall not be deemed to constitute a waiver of such breach. No custom or practice which may develop between the parties in the course of the tenancy shall be construed to waive the right of Owner to enforce any provision of this Agreement.

Owner's representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Agreement or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on Owner or Owner's representatives unless in writing. Except when notice or demand is required by statute, Residents waive any notice and demand for performance from Owner of Residents' default. Written notice to or from Owner's agents, representatives, or managers constitutes notice to or from Owner. All notices must be signed.

28. SEVERABILITY. If a provision or paragraph of this Agreement is legally invalid, or declared by a court to be unenforceable, such provision or paragraph will be deemed deleted and the rest of this Agreement shall remain in effect. To the extent that any provision of this Agreement is in conflict with any provisions of applicable law, such provision is hereby deleted, and any provision required by applicable law which is not included in this Agreement is hereby inserted as an additional provision of this Agreement, but only to the extent required by applicable law and then only so long as the provision of the applicable law is not repealed or held invalid by a court of competent jurisdiction.

29. ATTACHMENTS TO THE AGREEMENT. Residents certify that he/she/they have received a copy of this Agreement and the below listed attachments to this Agreement, and understand that these attachments are part of this Agreement.

Mold Disclosure Addendum	Internet Access Addendum
Animal Addendum	Parking/Storage Addendum
Assignment Addendum	Required Qualifying Criteria or Guarantor Waiver Addendum
Bedbug Addendum	Requirement of Renters Insurance
COVID-19 Rules and Regulations	Roommate Addendum
Community Policies and Rules	Roommate Matching
Concession Addendum - Student Housing	Smoke-Free Addendum
Crime/Drug Free Housing Addendum - Student Housing	Utility Addendum
Furniture Addendum	

30. SIGNATORIES. This Agreement expresses the complete understanding of the parties with respect to the subject matter set forth herein and supersedes all prior proposals, agreements, representations and understandings. The undersigned Residents, whether or not in actual possession of the Leased Premises, are jointly and severally responsible for all obligations arising hereunder. This Agreement shall not be considered to be in full force and effect until signed by Owner. Owner may, without liability, refuse to enter into this Agreement and may refuse to allow Residents to occupy the Leased Premises at any time prior to signing this Agreement. Anything to the contrary in this provision notwithstanding, Residents shall be fully liable for all obligations arising hereunder, and Owner may enforce the provisions of this Agreement against Residents if, for any reason or by any means, Residents obtain occupancy to the Leased Premises before such time as this Agreement has been signed by Owner or Owner's authorized agent.

Residents affirmatively state that Residents have never been and are not currently a criminal sex offender.

30.1. Electronic Signatures. The parties agree that they may enter into this transaction by electronic means; although, traditional hard copies with ink signatures may be used instead at Owner's option or if required by law. Residents agree and acknowledge that if Residents are entering into this transaction with Owner by electronic means, doing so is not conditioned on Residents' agreement to conduct the leasing transaction electronically.

INTENDING TO BE BOUND, the parties hereto have executed this Agreement under seal as of the day and year first above written.


Ansel J. Postell (Resident)

7/6/2022
05:25 PM EDT

Date

 Signed by Katie Floyd
Wed Jul 6 2022 10:29:57 PM EDT
Key: 7895423A; IP Address: 107.97.237.171

(Owner/Agent)

Date



MOLD DISCLOSURE ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated July 6, 2022, and is between the Owner of The Rowan ("Owner") and Ansel J. Postell, (collectively and individually "Residents"), for the premises at 1051 Southern Dr. #3007A, Columbia, SC 29201 (the "Leased Premises"), which is located within The Rowan (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

MOLD WARNING

Mold consists of naturally occurring microscopic organisms which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects and/or allergic reactions. Not all mold is readily visible, but when it is, can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black, and often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth. If moisture is allowed to accumulate in the Leased Premises, it can cause mold and mildew growth. Mold can grow on damp surfaces within 24 to 48 hours. There are no established guidelines for unacceptable air quality caused by mold.

OWNER'S DISCLOSURE

Owner has inspected the Leased Premises and has no knowledge of mold and/or mildew contamination located in or around the Leased Premises.

MOLD/MILDEW PREVENTION

To prevent mold and/or mildew contamination, Residents shall maintain the Leased Premises in a manner that prevents mold or mildew growth within the Leased Premises, which includes, but is not limited to:

1. Inspecting the Leased Premises regularly for the indications and sources of indoor moisture.
2. Keeping the Leased Premises free from moisture, dirt and debris that can harbor mold. Maximizing the circulation of air by keeping furniture away from walls and out of corners.
3. Cleaning and drying any visible condensation/moisture on windows and window tracks, walls, and any other surfaces, including personal property, as soon as reasonably possible.
4. Using reasonable care to close all windows and other openings to prevent outdoor water from penetrating into the interior of the Leased Premises.
5. Utilizing bathroom fans while showering or bathing, and utilizing stove hood vents/exhaust fans whenever cooking, washing dishes, or cleaning.

Residents agree to immediately notify Owner, in writing, of the presence of any mold or mildew growth on surfaces inside the Leased Premises. In furtherance of such obligation, Residents agree to immediately notify Owner, in writing of any discoloration evidenced on walls, floors, or ceiling and/or any water intrusion, such as roof leaks, window leaks, plumbing leaks, drips, flooding, or "sweating" walls or pipes. Residents shall allow Owner to enter the Leased Premises to inspect and make necessary repairs, in the event mold or water intrusion is present. If Residents fail to comply with this Addendum, Residents can be held responsible for property damage to the Leased Premises and any health problems that may result.

INTENDING TO BE BOUND, the parties hereto have executed this Addendum as of the day and year first above written.

Ansel J. Postell
Ansel J. Postell (Resident)

7/6/2022
05:25 PM EDT

Date

Katie Floyd

(Owner/Agent)

Signed by Katie Floyd
Wed Jul 6 2022 10:29:52 PM EDT
Key: 799542387 IP Address: 107.77.237.171

Date



Initial: AP

ANIMAL ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated July 6, 2022, and is between the Owner of The Rowan ("Owner") and Ansel J. Postell, (collectively and individually "Residents"), for the premises at 1051 Southern Dr. #3007A, Columbia, SC 29201 (the "Leased Premises"), which is located within The Rowan (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

1. **DESCRIPTION OF ANIMALS.** Subject to strict compliance with this Addendum, Resident is permitted to have the below described animals in the Leased Premises until the expiration of the Lease Contract. Resident acknowledges that authorization may be sooner terminated if: a) Resident's tenancy is lawfully terminated; or b) Resident, or Resident's guests, violate any of the terms or conditions of this Addendum.

Resident may not substitute any other animals. Neither Resident nor Resident's guests may bring any other animal – mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect – onto the Leased Premises or the Community.

2. **ANIMAL RENT.** Resident agrees to pay Owner a sum of \$0.00, as animal rent, due on the 1st day of each month with the regular installment payment. The installment amount listed in Section 5 of the Lease Contract (entitled "Rent") includes the animal rent.
3. **ANIMAL DEPOSIT.** Resident agrees to pay Owner a sum of \$0.00, as an animal deposit, due prior to move-in. Owner will consider the animal deposit part of the security deposit for all purposes, and is not limited in use to damages caused by the animals listed in this Addendum. The deposit amount listed in Section 4 of the Lease Contract (entitled "Security Deposit") includes the animal deposit. Refund of the security deposit will be subject to the terms and conditions set forth in the Lease Contract, and the animal deposit is not separately refundable even if the animals are removed prior to the end of the tenancy.
4. **ADDITIONAL FEE.** Resident agrees to pay Owner a sum of \$0.00, as a non-refundable animal fee, due prior to move-in. The non-refundable animal fee will not be returned or credited to any charges owed by Resident at the time of move out.
5. **ANIMAL RULES.** Resident is responsible for the animals brought onto the Leased Premises and/or the Community by Resident and Resident's guests, even if the animals do not belong to Resident. Resident agrees to abide by the following rules:
 1. Residents shall be limited to a maximum of 1 animal(s) while residing at the Residential Community.
 2. Animals must not disturb other residents, regardless of whether animals are inside or outside the Leased Premises.
 3. Animals must be under Resident's supervision when outside the Leased Premises, and shall not be tied to anything or left unattended outside the Leased Premises – except for areas designed to Resident's exclusive use.
 4. Owner may, but has no obligation to, retrieve and return unleashed animals to the Leased Premises, or report them to the proper authorities. Owner may impose reasonable charges for picking up and/or keeping unleashed animals.
 5. Due to health regulations, Resident must not let non-support animals into pool areas, laundry rooms, offices, or other recreational facilities.
 6. Animals must be housebroken, and may not weigh more than ten (10) pounds, fully grown, unless otherwise agreed to by Owner in writing. No animal offspring are allowed.
 7. Animals must be fed and watered inside the Leased Premises. Do not leave animal food or water outside the Leased Premises at any time – except for areas designed to Resident's exclusive use. Resident should not leave animals on patios or balconies, if applicable, for extended periods of time.
 8. Owner is not obligated to make necessary or requested repairs while unattended animals are present in the Leased Premises.
 9. Resident is prohibited from letting animals defecate or urinate anywhere on the grounds of the Community. Resident must take animals off the Community grounds for that purpose. If animals defecate anywhere in the Community, Resident will be responsible for immediately removing the waste and repairing any damage. Patios and balconies, if applicable, should be kept clean of animal droppings, especially during hot weather when odors from such can be extremely offensive to other residents.
 10. Notwithstanding anything to the contrary in this Addendum, Resident must comply with all local, state and federal laws and ordinances regarding animal defecation, ownership and care.
 11. Owner reserves the right to make reasonable changes to the animal rules from time to time, in accordance with applicable laws. Owner will distribute written notice of any changes to the animal rules to all residents who are allowed to have animals.

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12. Resident hereby represents and warrants that the above described animals has been properly licensed and inoculated as required by local law and Resident agrees to maintain such licensing and inoculation of the animals and to furnish Owner with evidence thereof promptly upon request.
6. **ANIMAL RESTRICTIONS.** Restricted animals and/or breeds include, but are not limited to, the following:
1. Animals: ☒ Reptiles (snakes, iguanas) ☒ Ferrets ☒ Skunks ☒ Raccoons ☒ Squirrels ☒ Rabbits ☒ Birds (parrots, cockatiels, macaws)
 2. Breeds: ☒ Pit Bulls ☒ Rottweilers ☒ German Shepherds ☒ Huskies ☒ Malamutes ☒ Dobermans ☒ Chowchows ☒ Great Danes
7. **COMPLAINTS ABOUT ANIMALS.** Resident will be asked to remove any animal that regularly disturbs other residents, whether inside or outside the Leased Premises, or constitutes a problem or obstruction to Owner or Owner's agents from properly performing their functions, duties and responsibilities. In this event, Resident must immediately and permanently remove the animal from the Leased Premises.
8. **OWNER'S REMOVAL OF ANIMALS.** Under certain circumstances, Owner may allow animal control, a local humane society or an analogous entity to enter the Leased Premises and remove an animal in accordance with applicable law if, in Owner's sole judgment, Resident has: a) abandoned an animal; b) left an animal in the Leased Premises for an extended period of time without food or water; c) failed to care for a sick, injured or dying animal; or d) violated the animal rules or any law applicable to animals.
9. **VIOLATION OF RULES.** If Resident, or Resident's guests, violate any rule or provision of this Addendum, Owner reserves the right to demand that Resident remove animals immediately and permanently from the leased Premises. Owner will also have all other rights and remedies set forth in the Lease Contract including, but not limited to, damages and eviction, to the extent allowed by applicable law.
10. **SUPPORT OR SERVICE ANIMALS.** Resident acknowledges that the ownership of or need for a support or service animal does not entitle Resident to permit the animal to bother, disturb, threaten or harm other residents or persons without cause. Resident understands that the animal must be supervised while in common areas of the Community, and Resident must maintain control of the animal at all times. Resident is responsible for the proper disposal of animal waste, and is responsible for the care of the support or service animal. Owner will not charge a security deposit for the support or service animal. Resident will, however, be liable for any damages that the animal may cause. Resident acknowledges and agrees that if the animal violates the rules in this Addendum, Owner has the right to evict both Resident and the support or service animal, as well as exercise other remedies under the Lease Contract.
11. **LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.** Any additional rent or deposits under this Addendum will not limit Resident's liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries. Resident will be liable for the entire amount of all damages caused by the animals. This provision applies to all parts of the Leased Premises, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, Resident must pay for Owner to replace them. Payment for damages, repairs, cleaning, replacements, and the like are due immediately upon demand. Resident is strictly liable for the entire amount of any injury that the animals cause to another person or to anyone's property. Resident will indemnify Owner for all costs of litigation and attorney's fees resulting from any such injury or damage.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the 6th day of July, 2022.

Ansel J. Postell

Ansel J. Postell (Resident)

7/6/2022
05:26 PM EDT

Date

[Signature]

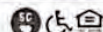
Signed by Katie Floyd
Wed Jul 6 2022 10:29:52 PM EDT
Key: 799b423a-11 Address: 107.77.237.101

(Owner/Agent)

Date



Initial: AP



ASSIGNMENT ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated July 6, 2022, and is between the Owner of The Rowan ("Owner") and Ansel J. Postell, (collectively and individually "Residents"), for the premises at 1051 Southern Dr. #3007A, Columbia, SC 29201 (the "Leased Premises"), which is located within The Rowan (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

LEASED PREMISES				
Unit 3007A		Floorplan 3x3.5 - 2000 sq/ft		
Street Address 1051 Southern Dr.	City Columbia	State SC	ZIP 29201	County Richland
LEASE CONTRACT				
# of Installments 12	Installment Amount \$635.00	Start Date 7/26/2022	End Date 7/25/2023	Total Contract Amount \$7,620.00
The Leased Premises will be assigned to Resident on or before the first day of the lease term as stated in the Lease Contract (entitled "Term").				
CONCESSIONS				
1. Monthly Concession: July 26, 2022 - July 25, 2023 - \$85.00				\$85.00
(Concessions not applied for full lease term are not factored into Installment Payments)				

1. **ASSIGNMENT.** To the extent practical in Owner's sole judgment, Owner will try to honor requests for a specific bedroom or apartment type. However, if Owner cannot accommodate a request for specific housing, it will not release Resident from the obligations owed to Owner under this Lease Contract. Resident acknowledges that, if this Lease Contract is for a specific bedroom or apartment type, the bedroom or apartment type is subject to availability, and Owner cannot guarantee the availability of said bedroom or apartment type at move-in. Furthermore, if the requested bedroom or apartment type is not available, Resident acknowledges that the sums listed in this Lease Contract may fluctuate depending on premiums assessed for apartment size, location, or other value added or lost from the bedroom or apartment type originally requested.
2. **RELOCATION.** For purposes of operating efficiency, Owner reserves the right at any time, upon five (5) days written notice, to relocate Resident to another bedroom in the apartment or to another apartment within the Community. Resident understands that variations in apartment size, location, and value may occur due to relocation. Owner will not be liable to Resident for any costs incurred while relocating to the new bedroom or apartment. Resident acknowledges and agrees that failure or refusal to relocate will be deemed a violation of this Lease Contract.
3. **TRANSFERS.** Resident is not permitted to change bedrooms or apartments without Owner's prior written consent. Any such consent is predicated upon availability, date and time of the request, and the grounds and need for the transfer. If Resident requests a transfer, and Owner is able to accommodate the request, Resident agrees to pay Owner a sum of \$300.00, as a transfer charge, which must be paid prior to the transfer. Owner, in its sole discretion, may not require a transfer charge from Resident if the request is received within seven (7) days of the initial occupancy. Owner's consent to one or more transfers will not be deemed a waiver of Owner's right to require prior written consent to any future transfers.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the 6th day of July, 2022.

Ansel J. Postell

7/6/2022
05:26 PM EDT

Ansel J. Postell (Resident)

Date

[Signature]

Signed by Katie Floyd
Wed Jul 6 2022 10:29:52 PM EDT
Key: 7995423A; IP Address: 107.77.237.171

(Owner/Agent)

Date

Initial: AP

BEDBUG ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated July 6, 2022, and is between the Owner of The Rowan ("Owner") and Ansel J. Postell, (collectively and individually "Residents"), for the premises at 1051 Southern Dr. #3007A, Columbia, SC 29201 (the "Leased Premises"), which is located within The Rowan (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

It is our goal to maintain the highest quality living environment for our Residents. The Owner has inspected the Leased Premises prior to executing this Agreement and knows of no bedbug infestation. Residents have an important role in preventing and controlling bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping will help control the problem by identifying bed bugs, minimizing an infestation, and limiting its spread. It is important to underscore that travelers are mainly responsible for the transfer of bed bugs.

Residents represent that all furnishings and other personal property that will be moved into the Leased Premises are free of bedbugs.

AT (Residents Initials)

Residents agree to maintain the Leased Premises in a manner that prevents the occurrence of a bed bug infestation in the Leased Premises. Residents further agree to uphold this responsibility in part by complying with the following list of responsibilities:

1. Residents will practice good housekeeping, including the following:
 - Residents will check for hitch-hiking bedbugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bed bugs before you enter your apartment. Check backpacks, shoes, and clothing after visits to friends or family, theaters, or after using public transportation. After guests visit, inspect beds, bedding, and upholstered furniture.
 - Residents will remove clutter. Bed bugs like dark, concealed places, such as in and around piles of clothing, shoes, stuffed animals, laundry, especially under the bed and in closets. Reducing clutter also makes it easier to carry out housekeeping.
 - Residents will keep the unit clean. Vacuum and dust regularly, particularly in the bedroom, being especially thorough around and under the bed, drapes, and furniture. Use a brush attachment to vacuum furniture legs, headboard, and in and around the nightstand. While cleaning, look for signs of bed bugs, and report these immediately.
 - Residents will arrange furniture to minimize bed bug hiding places. If possible, keep beds and upholstered furniture several inches away from the walls. Bed bugs can jump as far as three inches.
 - Residents will cover mattresses and box springs with zippered covers that are impermeable to bed bugs. These are relatively inexpensive, and can prevent bed bugs from getting inside the mattress, their favorite nesting spot. The covers will also prevent any bugs inside from getting out; they will eventually die inside the sealed cover (though this may take many months). Thicker covers will last longer.
 - Residents will avoid using appliances, electronics and furnishings that have not been thoroughly inspected for the presence of bedbugs. Make sure that the electronics, appliance, or furniture company has established procedures for the inspection and identification of bed bugs or other pests. This process should include inspection of trucks used to transport appliances, electronics, or furniture. Never accept an item that shows signs of bedbugs. Never take discarded items from the curbside or trash enclosures.
2. Residents will report any problems immediately. Specifically, Residents will:
 - Report any signs of bed bugs immediately. Do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.
 - Report any maintenance needs immediately. Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.
3. Residents will cooperate with pest control efforts. If your unit (or a neighbor's unit) is infested with bed bugs, a pest management professional may be called in to apply pesticides. The treatment is more likely to be effective if your unit is properly prepared. Residents will comply with the recommendations from the pest management professional, including:
 - Removing all bedding (bed skirts too), drapes, curtains, and small rugs; bag these for transport to the laundry or dry cleaner.
 - Checking mattresses carefully; those with minimal infestation may be cleaned, encased in vinyl covers, and returned to service. Heavily infested mattresses are not salvageable; seal these in plastic and dispose of them properly.

The Rowan

- Emptying dressers, nightstands, and closets. Remove all items from floors and surfaces. Inspect every item for signs of bed bugs. Using sturdy plastic bags, bag all clothing, shoes, boxes, toys, stored goods, etc. Bag washable and non-washable items separately. Take care not to tear the bags, and seal them well. Used bags must be discarded properly.
 - Vacuuming floors, including inside closets. Pay special attention to corners, cracks, and dark places.
 - Vacuuming all furniture, including inside drawers and nightstands. Vacuum mattresses, box springs, and upholstered furniture, being sure to remove and vacuum all sides of loose cushions, as well as the undersides of furniture.
 - Carefully removing vacuum bags, sealing bags in plastic, and discarding.
 - Cleaning all machine-washable bedding drapes, clothing, etc. Use the hottest water the machine provides, and dry at highest heat setting. Take other items to a dry cleaner, but be sure to advise the dry cleaner that the items are infested. Discard any items that cannot be decontaminated.
 - Moving furniture toward the center of the room, so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
4. Residents agree to indemnify and hold harmless the Owner from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner may sustain or incur as a result of the negligence of the Residents or any guest or other person living in, occupying, or using the Leased Premises.

INTENDING TO BE BOUND, the parties hereto have executed this Addendum as of the day and year first above written.

Ansel J. Postell

Ansel J. Postell (Resident)

7/6/2022
05:27 PM EDT

Date



Signed by Katie Floyd
Wed Jul 6 2022 10:39:52 PM EDT
Key: 7995423A; IP Address: 107.77.237.171

(Owner/Agent)

Date

COVID-19 RULES AND REGULATIONS USE OF AMENITIES AND COMMON AREAS

The health and safety of our residents are our number one priority, and we all have a role in limiting the spread of COVID-19. These rules and regulations, primarily related to the fitness center, common areas, and all other amenity areas and shared spaces of the Property outside of residential units (each individually a "Facility" and collectively the "Facilities"), have been developed with the health and safety of residents, their guests, and property staff in mind and in accordance with state/local orders and guidance from public health authorities. Please help us stop the spread of COVID-19.

The Rules and Regulations of the Property are amended to include the following additional rules and regulations, which are incorporated as part of each Resident's Lease, effective immediately:

Each Resident of the Property ("you") must:

1. Follow health and safety guidance from state/local government public health and other authorities. Additional resources can be found online at: Centers for Disease Control and Prevention ("CDC") – www.coronavirus.gov
2. Comply with all posted signs and published rules relating to the use of specific Facilities, including occupancy limits and protective measures.
3. Maintain safe physical distancing (at least 6 feet from others, except members of the same household) whenever possible. Be patient with others when waiting to use a shared space by avoiding creating lines or crowding others. Avoid taking actions that could potentially risk safe-distancing protocol. Avoid any contact method of greeting with co-residents, property staff, and others.
4. Residents are strongly encouraged to wear a cloth or other facial covering at all times when in the Facilities, except when swimming at a Facility pool, eating or drinking. Note that facial coverings may be required by state/local government public health and other authorities. If you have a specific medical condition that prevents you from wearing a facial covering, please contact property staff.
5. Follow these commonly recommended CDC Guidelines to prevent the spread of the COVID-19 virus:
 - Wash your hands often with soap and hot water for at least 20 seconds, including upon entry into any common area and after using any Facility or interacting with others, and after handling or picking up mail and packages.
 - Use hand sanitizer with at least 60% alcohol if soap and water are not available.
 - Avoid touching your eyes, nose, and mouth.
 - Cover your mouth and nose with a tissue when you cough or sneeze or use the inside of your elbow. Throw used tissues in the trash and immediately wash hands or use hand sanitizer.
6. Clean and disinfect equipment, furniture or high-touch surfaces that are shared before and after use. In certain Facilities, disinfecting sprays may be made available at common locations which can be used for this purpose and returned. Where Property-provided disinfecting sprays are not readily available, Residents must bring wipes or sprays from home that meet CDC standards for disinfecting for this purpose.
7. Comply with adjusted amenity hours and occupancy limits for Facilities, and do not modify the layout of Facilities (adjusted to accommodate social distancing). Leave any indoor or outdoor furniture where it is – do not move furniture. For public health and other reasons, Landlord may limit access to or close Facilities or portions thereof from time to time.
8. Do not host or engage in any gatherings in the Facilities of more than 10 people (or such fewer number of people as may be required by Landlord, property manager, or local authorities), and when hosting visitors or small groups, continue to practice social distancing and other health protocols.
9. Require your guests and visitors at the Property to comply with these rules and regulations regarding COVID-19. You are responsible for the compliance of your guests. At the request of Landlord or property manager because of public health concerns, limit or eliminate the number of guests and visitors that you bring and may bring to or through the Facilities.
10. Self-screen before utilizing any Facility or entering any enclosed common area for any of the following new or worsening signs or symptoms of possible COVID-19: cough, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headaches, sore throat, loss of taste or smell, diarrhea, feeling feverish or measured temperature greater than or equal to 100 degrees Fahrenheit, or known close contact with a person who is confirmed to have COVID-19. If you have any of these symptoms or have close contact with a person who is confirmed to have COVID-19, DO NOT USE THE FACILITIES FOR ANY RECREATIONAL OR NONESSENTIAL USE WHILE SUCH SYMPTOMS PERSIST OR AFTER ANY SUCH CONTACT AND THEREAFTER FOR ANY SELF-QUARANTINE OR ISOLATION PERIOD REQUIRED OR RECOMMENDED BY PUBLIC HEALTH OFFICIALS, AND CONTACT YOUR PERSONAL

HEALTHCARE PROVIDER FOR MEDICAL ADVICE.

11. If you receive a confirmed positive test for the illness, INFORM ONE OF THE PROPERTY STAFF IMMEDIATELY, AND DO NOT USE THE FACILITIES FOR ANY RECREATIONAL OR NONESSENTIAL USE DURING ANY SELF-QUARANTINE OR ISOLATION PERIOD REQUIRED OR RECOMMENDED BY PUBLIC HEALTH OFFICIALS. You are expected to cooperate with Landlord, property manager and public health authorities in providing information that will allow Landlord, property manager, and public officials to determine whether you may have exposed other residents, property staff, visitors to the Facilities or others to COVID-19, as applicable. It may be necessary for Landlord and property manager to make a general disclosure to inform other residents that a co-resident tested positive for COVID-19, but Landlord and property manager will maintain confidentiality as, and to the extent, required by applicable law. In some situations, Landlord and property manager may be required to discuss cases of COVID-19 with public health officials to support contact tracing.
12. Promptly contact property staff if you notice a co-resident violating any of these Rules and Regulations.
13. **USE THE FACILITIES AT YOUR SOLE RISK. ALWAYS ASSUME THAT ANYONE COULD HAVE COVID-19. The Landlord and property manager make no representation or warranty that Facilities are free of COVID-19 or that persons using the Facilities are not infected with COVID-19.** COVID-19 is highly contagious and is believed to spread primarily through person-to-person contact, airborne contaminants, and contact with surfaces. Residents may be exposed to or infected with COVID-19 at the Property or as a result of residing at the Property or using any of the Facilities, and such exposure or infection may result in personal injury, illness, permanent disability or death.
14. Vaccinations and vaccination status: Campus Advantage recommends all residents and guests follow CDC and medical professional recommendations when it comes to the COVID-19 vaccines. Campus Advantage does not routinely track whether residents are vaccinated and does not utilize information that is disclosed to Campus Advantage about vaccination status to make routine decisions relating to resident placements or other aspects of normal operations. Campus Advantage provides no assurance that any residents or guests are vaccinated.

Throughout the COVID-19 crisis, information has changed rapidly and best practices continue to evolve and change. The additional rules and regulations set forth above are subject to further revision as additional guidance is provided from governmental agencies and others.

A violation of the Property's Rules and Regulations, including the rules and regulations listed above, shall constitute a violation of the Lease; in which case, Landlord shall be entitled to pursue all rights and remedies pursuant to the Lease and applicable law.

Ansel J. Postell

Ansel J. Postell (Resident)

7/6/2022
05:27 PM EDT

Date

COMMUNITY POLICIES AND RULES

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated July 6, 2022, and is between the Owner of The Rowan ("Owner") and Ansel J. Postell, (collectively and individually "Residents"), for the premises at 1051 Southern Dr. #3007A, Columbia, SC 29201 (the "Leased Premises"), which is located within The Rowan (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

COMMUNITY AND LEASED PREMISES				
Owner	Address	Phone		
EMRES II South Carolina, LLC	1051 Southern Dr. Columbia, SC 29201	(803) 255-0170		
Community				
The Rowan				
Street Address	City	State	ZIP	County
1051 Southern Dr.	Columbia	SC	29201	Richland
RENT				
Payable To	Address		Phone	
The Rowan	1051 Southern Dr., Columbia, SC 29201		(803) 255-0170	
Office Hours	Due On	Late On	Fax	
Monday - Friday 10am - 7pm; Saturday 10am - 5 pm; Sunday 1 - 5 pm	1st	6th	() -	

- 1. GENERAL CONDITIONS.** Resident's permission for use of any common areas, amenities, and recreational facilities located at the Residential Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Agreement. Such permission is expressly conditioned upon Resident's adherence to the terms and conditions of the Agreement and this Addendum, and such permission may be revoked by Owner at any time for any lawful reason. In all cases, the most strict terms of either the Agreement or this Addendum will control. Owner reserves the right to set the days and hours of use for all common areas, amenities, and recreational facilities and to change the character of or close any common areas, amenities, and recreational facilities based upon the needs of Owner and in Owner's sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. As allowed by law, Owner may make changes to this Addendum for use of any common areas, amenities, and recreational facilities at any time. Additionally, Resident expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity, related to Resident's use of the any common areas, amenities, and recreational facilities at the Residential Community. Resident agrees to hold Owner harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident may have against Owner and that are in any way related to or arise from such use. This provision shall be enforceable to the fullest extent of the law.

1.1. BARBECUES. Due to fire and other safety hazard concerns, no charcoal briquette barbecues grills, gas or propane grills, cooking/heating instruments, smokers, hibachi grills, portable gas stoves, etc. are to be stored or operated in the Leased Premises, including on any patios, balconies or breezeway areas. Any use of open flame is prohibited, including, but not limited to, barbecues and torches.

1.2. BUSINESSES. Resident is not authorized to use the Leased Premises, or permit the Leased Premises to be used, for any business purposes without Owner's prior written consent or as otherwise allowed by law.

1.3. MAIL. Only Resident may receive mail at the Leased Premises. Receipt of mail at the Leased Premises by any other person will be deemed to be proof of occupancy by that person. Any other person in the Leased Premises, with or without Resident's knowledge, will be deemed to be guests of Resident for purposes of this Addendum.

1.4. PACKAGES. Resident authorizes Owner to sign and accept any packages, letters, or other deliveries sent to Resident through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that, to the fullest extent allowed by law, Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same. No packages addressed to persons not listed on the Agreement will be accepted, and will be refused or returned immediately to sender. Packages accepted by Owner will not be delivered to the Leased Premises.

1.5. PUBLIC CONSUMPTION. Resident must not engage in, and Resident shall take reasonable action to prevent all guests from, drinking alcoholic beverages or using illegal substances in or on common areas, walkways or streets of the Residential Community, or in vehicles parked or moving on the Residential Community.

1.6. QUIET HOURS. Quiet hours are established to be respectful of all residents of the Residential Community.

The quiet hours of the Residential Community are **10:00PM - 8:00 AM**. Resident must not make nor permit any disturbing noises in the Leased Premises or the common areas of the Residential Community during the designated quiet hours. Radio, television, record players, musical instruments, or any other noise-producing devices must not be played or permitted to be played so as to disturb other residents during quiet hours. Vacuum cleaners, dishwashers, disposals, or other noise-producing appliances must not be operated during quiet hours.

1.7. SERVICE REQUESTS. Resident is responsible for notifying Owner when maintenance or repair work needs to be performed in the Leased Premises. All non-emergency requests for repairs will be handled during normal office hours. Service technicians may elect not to enter the Leased Premises at their discretion. Maintenance work performed due to neglect, abuse, misuse or direct fault of Resident, or guests of Resident, will be billed to Resident. This includes service work on garbage disposal and plumbing fixtures due to improper use and clogging caused by Resident.

1.8. TRASH. Resident must deliver and place all garbage and trash in proper bins at designated locations in the Residential Community. If the bin normally used is full, Resident must use another bin. Garbage and trash may not be left in hallways or stairwells. Trash bins and/or enclosures are not to be used for large items such as furniture, etc. Resident is responsible for any and all unacceptable items placed in the trash receptacles, including, but not limited to, toxic waste or other possible harmful items.

2. DECK/BALCONY USE AND MAINTENANCE. Decks and balconies are potentially dangerous if overloaded or improperly used and is a violation of this Addendum. The following rules apply to the use of Residents' deck/balcony:

- Balcony loads limits are intended for a maximum of **2** people. **DO NOT** crowd balconies. Residents should be aware that balcony weight limits may also be exceeded with the use of excessive or heavy furnishings.
- Supervise young children and others who require supervision in order to safely occupy the deck/balcony.
- The deck/balcony must be maintained in a clean and orderly condition. Residents should use a reasonable approach when outfitting the balcony with patio furniture, potted plants, etc.
- Residents shall not use the open area of the balcony for storage, balconies must be kept free of clutter. Grills are not permitted without the prior written consent of Owner.

Residents agree to contact Owner immediately if Residents observe any of the following: leaning or sagging of the deck/balcony; cracks or separation where the deck/balcony connects to the building itself; sagging or soft spots in any areas of the deck/balcony; cracks, holes or missing pieces of the deck/balcony; rust stains or abnormal water ponding on the deck/balcony; obstructed or poorly functioning drains (if any); loose or unstable handrails on the deck/balcony or damage to handrails; and any other observed defects or potentially hazardous conditions with respect to the deck/balcony. If any of the above conditions are observed, Residents should not use the deck/balcony and contact Owner immediately.

In addition, to maintain the integrity of the deck/balcony's surface, do not use solvents, alcohol or paint or lacquer thinner to clean the deck/balcony and do not damage the balcony or any part of the balcony when moving large plants, patio furniture, and the like. To prevent overloading of exterior walkways and entry landings, Residents and guests are prohibited from congregating in these areas.

3. EMERGENCIES. Emergencies affecting the Leased Premises should immediately be reported to Owner. Resident should report emergencies occurring after office hours to the emergency number and leave a message with the answering service, pager system, on call personnel, etc. Resident is not authorized to call any service companies without Owner's permission. Owner will not be responsible for any charges incurred for services not authorized by Owner. The following service needs constitute an emergency:

- Main drains stopped up (kitchen, bath, shower) causing flooding or back-up. Stopped up toilet – if only one in the Leased Premises.
- Water leaks from plumbing lines, windows, ceilings, or fixtures causing flooding or damage in the Leased Premises. Running water that cannot be shut off.
- Exterior flooding from water intrusion, sprinkler systems, or the like, causing flooding or damage in the Leased Premises.
- Door locks not functioning properly causing the Leased Premises to not be secure. Broken window(s) causing the Leased Premises to not be secure.
- Electrical power outage in the Leased Premises.
- Fire – call 911 first.

4. HEALTH & SAFETY STANDARDS. Resident agrees to comply with all obligations imposed upon Resident by applicable provisions of State and local building and housing codes materially affecting health and safety, including maintaining adequate housekeeping standards. Residents must keep the interior of the Leased Premises clean according to good housekeeping standards. Resident will assume full responsibility for keeping the entry doors, entrance walkways,



Initial: AP



porches, patios and balcony areas cleaned, neatly arranged and free from unsightly or unused items. Resident must keep the Leased Premises and such other areas as may be assigned for Resident's exclusive use, including but not limited to, the Leased Premises fixtures, appliances, entry doors, windows and screens, in a clean, safe and sanitary condition.

5. **PEST CONTROL.** Unless prohibited by statute or otherwise stated in the Agreement, Owner may conduct extermination operations in the Leased Premises several times a year and as needed to prevent insect infestation. Owner will notify Resident in advance of extermination in the Leased Premises, and give Resident instructions for the preparation of the Leased Premises and safe contact with insecticides. Resident will be responsible to prepare the Leased Premises for extermination in accordance with Owner's instructions. Resident must request extermination treatments in addition to those regularly provided by Owner in writing and those treatments will be performed at Resident's expense. Resident agrees to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination.
6. **COMMON AREA KITCHENS.** Resident must adhere to the rules and regulations posted in the common area kitchens and Owner's policies. The hours of the common area kitchens are **Open 24-hours**. The hours of the common area kitchens may change with or without notice at any time. When using the common area kitchens, Resident understands and agrees to the following:
 - Resident should carefully inspect equipment prior to Resident's use and must refrain from using any equipment that may be malfunctioning or that may be damaged or dangerous.
 - Resident is expected to use equipment based upon manufacturer's specifications.
 - Resident is responsible for cleaning equipment after use, including any applicable racks, burners, or exterior finishes.
 - Resident must immediately report to Owner any equipment that is not functioning properly, is damaged or appears dangerous, as well as any other person's use that appears to be dangerous or in violation of Owner's policies.
7. **POOL/SPA AREAS.** Resident must adhere to the rules and regulations posted in the pool/spa areas and Owner's policies. Resident is limited to 2 guests when using the pool/spa areas, and must accompany guests at all times when using such areas. Owner reserves the right to ask guests to leave should the occupancy of the pool/spa exceed limits allowed by law. The hours of the pool/spa areas are **6:00 AM - 11:00 PM**. The pool/spa hours may change with or without notice at any time. When using the pool/spa areas, Resident understands and agrees to the following:
 - All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries. No lifeguard is provided by Owner.
 - For safety purposes, Resident should not swim alone.
 - No glass, animals, or alcoholic beverages are permitted in the pool/spa areas. Use paper or plastic containers only.
 - Proper swimming attire is required at all times and a swimsuit should be worn to and from the pool.
 - No running or rough activities are allowed in the pool/spa areas.
 - Resident must notify Owner any time there is a problem or safety hazard in the pool/spa areas.
8. **FITNESS CENTER.** Resident must adhere to the rules and regulations posted in the fitness center and Owner's policies. Resident is limited to N/A minutes when using the fitness center, and must accompany guests at all times when using the fitness center. The hours of the fitness center are **Open 24-hours**. The fitness center hours may change with or without notice at any time. When using the fitness center, Resident understands and agrees to the following:
 - The fitness center is not supervised. Resident is solely responsible for appropriate use of equipment.
 - Resident should carefully inspect each piece of equipment prior to Resident's use and must refrain from using any equipment that may be malfunctioning or that may be damaged or dangerous.
 - No glass, smoking, eating, alcoholic beverages, animals, or black sole shoes are permitted in the fitness center.
 - Offensive and abusive language will not be tolerated. Noise levels should be kept at a reasonable volume. Music equipment (i.e. radios, stereos, etc.) is only permitted with the use of headphones.
 - Loitering in the fitness center is not allowed. Persons in the fitness center must be utilizing the provided equipment.
 - Resident must immediately report to Owner any equipment that is not functioning properly, is damaged or appears dangerous, as well as any other person's use that appears to be dangerous or in violation of Owner's policies.
9. **BUSINESS CENTER.** Resident must adhere to the rules and regulations posted in the business center and Owner's policies. Resident is limited to N/A minutes when using the business center, and must accompany guests at all times when using the business center. The hours of the business center are **Open 24-hours**. The business center hours may change with or without notice at any time. The business center is equipped with the following: **Computer and Printer**. When using the business center, Resident understands and agrees to the following:
 - Persons using the business center are expected to be courteous to others and display conduct conducive to a



Initial: AP



business atmosphere.

- Owner is not responsible for data, files, programs or any other information lost or damaged on computers in the business center or in the business center for any reason.
- No software may be loaded on computers in the business center without Owner's prior written consent.
- For reasons of safety and protection of equipment, no inappropriate, offensive, or pornographic images or files, in Owner's sole discretion, will be viewed or loaded onto the computers in the business center at any time.
- Smoking, eating, alcoholic beverages, animals, and any disturbing behavior are prohibited in the business center.
- Resident must immediately report to Owner any equipment that is not functioning properly or is damaged, as well as any other person's use that appears to be in violation of Owner's policies.

10. OUTDOOR GRILL AREAS. Resident must adhere to the rules and regulations posted in the outdoor grill areas and Owner's policies. The hours of the outdoor grill areas are Open 24-hours. The hours of the outdoor grill areas may change with or without notice at any time. When using the outdoor grill areas, Resident understands and agrees to the following:

- Resident should carefully inspect equipment prior to Resident's use and must refrain from using any equipment that may be malfunctioning or that may be damaged or dangerous.
- Do not use charcoal or lighter fluid if using a gas or propane grill. Resident will be responsible for any damages that may occur.
- Resident is expected to use grills based upon manufacturer's specifications.
- Resident is responsible for cleaning grills after use, including any applicable racks, grates, lids, adjacent burners, grease baskets or exterior finishes.
- Resident should finish grilling thirty (30) minutes prior to the closing time to allow sufficient time for grills to cool, and for proper cleanup.
- Resident must immediately report to Owner any equipment that is not functioning properly, is damaged or appears dangerous, as well as any other person's use that appears to be dangerous or in violation of Owner's policies.

11. WAIVER/SEVERABILITY. No waiver of any provision in this Addendum will be effective unless granted by Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Addendum is invalid for any reason whatsoever, this finding will not effect the validity of the remaining portions of this Addendum, the Agreement or any other addenda to the Agreement.

12. INVENTORY/CONDITION OF LEASED PREMISES. This information is provided to inform Residents of their responsibility for accepting the condition of the Leased Premises and maintaining such condition during the term of Residents' occupancy.

- Residents must make an inspection of the Leased Premises. The purpose of the inspection is to insure that all furnishings and fixtures, if applicable, in the Leased Premises are intact and undamaged. If Residents do not formally complete the move-in/out process and turn in all keys, ID, permits, or other items as required, charges may be assessed. Residents must sign a Move-in/Move-Out Inspection Form and forward to Owner upon of move-in.
- If damage occurs within the Leased Premises or a room adjacent to it (i.e., the window, door(s), etc.) during Residents' occupancy, Residents will be responsible for payment of the replacement or repair of the damaged property, whether the damage is done by Residents or Residents' guests.
- Residents are required to reimburse Owner for any damage caused by Residents and/or Residents' guests. Intentionally damaging any property of in the Residential Community and/or property of another resident is considered a default under the Agreement and are grounds for termination of the Residential Lease Contract. Repair and/or replacement costs will be based on actual expense incurred by Owner.

RESIDENTS ACCEPT RESPONSIBILITY FOR MAINTAINING THE LEASED PREMISES IN ITS ACCEPTED CONDITION DURING RESIDENTS' OCCUPANCY THEREOF AND UNDERSTANDS THAT RESIDENTS WILL BE HELD RESPONSIBLE FOR ANY DAMAGE DONE TO THE LEASED PREMISES OR ADJACENT AREAS BY RESIDENTS OR RESIDENTS' GUESTS.

THE TERMS AND CONDITIONS OF THIS ADDENDUM WILL ALSO APPLY TO RESIDENT'S GUESTS AND AGENTS, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT WILL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE AGREEMENT AND THIS ADDENDUM, AND RESIDENT INTENDS TO AND WILL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. OWNER'S REPRESENTATIVES, AGENTS, AFFILIATES, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS, AND DIRECTORS ARE HEREBY INCORPORATED BY REFERENCE TO BENEFIT FROM ANY AND ALL WAIVERS, RELEASES, AND LIMITATIONS OF LIABILITY MADE BY RESIDENT HEREUNDER.

The Rowan

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the 6th day of July, 2022.

Ansel J. Postell

7/6/2022
05:28 PM EDT

Ansel J. Postell (Resident)

Date



Signed by Katie Floyd
Wed Jul 6 2022 10:29:52 PM EDT
Key: 7995423A; IP Address: 107.77.237.171

(Owner/Agent)

Date



Initial: AP



CONCESSION ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated July 6, 2022, and is between the Owner of The Rowan ("Owner") and Ansel J. Postell, (collectively and individually "Residents"), for the premises at 1051 Southern Dr. #3007A, Columbia, SC 29201 (the "Leased Premises"), which is located within The Rowan (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

CONCESSIONS	
1. Monthly Concession: July 26, 2022 - July 25, 2023 - \$85.00	\$85.00
<i>(Concessions not applied for full lease term are not factored into Installment Payments)</i>	

THE UNDERSIGNED HEREBY AGREE, the concessions listed above are given to Resident as an incentive and with the understanding that Resident will fulfill all obligations under the Lease Contract for the full lease term. If Resident fails to pay rent on time pursuant to the terms and conditions of the Lease Contract, in addition to all other rights and remedies available to Owner for such a violation, Resident will not be entitled to concession amount attributed to that month and Owner, in its sole discretion, may require Resident to pay the full rent amount (as if no concession was given) for that month. Resident understands that concessions are a discount of rent only and not a discount of any other sums due to Owner under the Lease Contract.

In the event of lease termination due to violation of the Lease Contract, this Addendum will be immediately terminated, and Resident will be required to immediately repay Owner, without further notice from Owner, the amounts of all concessions that Resident received while residing at the Leased Premises.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the 6th day of July, 2022.

Ansel J. Postell

7/6/2022
05:28 PM EDT

Ansel J. Postell (Resident)

Date



Signed by Katie Floyd
Wed Jul 6 2022 10:29:52 PM EDT
Key: 7995423A2 IE Address: 107.77.237.171

(Owner/Agent)

Date

Initial: AP

CRIME/DRUG FREE HOUSING ADDENDUM

This Crime/Drug Free Housing Addendum (this "Addendum") dated the 6th day of July, 2022, is part of the Residential Lease Contract (the "Lease Contract") between EMRES II South Carolina, LLC ("Owner") and Ansel J. Postell ("Resident") for a bedroom or bed space located at 1051 Southern Dr., Columbia, SC 29201 (the "Leased Premises"), which is located within The Rowan (the "Community").

1. CRIME/DRUG FREE HOUSING POLICY. In consideration of the execution or renewal of the Lease Contract, Owner and Resident agree as follows:

- A. Resident, Resident's guests, and all other persons affiliated with Resident, shall not engage in any illegal or criminal activity, including drug-related criminal activity, on or about the Community. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)).
- B. Resident, Resident's guests, and all other persons affiliated with Resident, shall not engage in any act intended to facilitate any type of criminal activity, including drug-related criminal activity, on or about the Community.
- C. Resident, Resident's guests, and all other persons affiliated with Resident, shall not permit the Community to be used for, or to facilitate any type of criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a guest, or any other person affiliated with Resident.
- D. Resident, Resident's guests, and all other persons affiliated with Resident, shall not engage in the unlawful manufacture, sale, use, possession, or distribution of illegal or controlled substances or paraphernalia as defined in city, county, state or federal laws, including but not limited to the State of South Carolina and/or the Federal Controlled Substances Act.

(So long as the manufacture, sale, use, possession, and distribution of marijuana remains a violation of federal law, violation of any such federal law shall constitute a material violation of the Lease Contract.)

- E. Resident, Resident's guests, and all other persons affiliated with Resident, shall not engage in any illegal activity, including but not limited to: assault and battery, threatening or intimidating, criminal street gang activity, unlawful use and discharge of firearms, prostitution, or any breach of the Lease Contract that otherwise jeopardizes the health, safety, and welfare of Owner, Owner's Agents, or other residents, or involving imminent, actual or substantial property damage.

2. VIOLATION OF CRIME/DRUG FREE HOUSING POLICY. RESIDENT ACKNOWLEDGES AND AGREES THAT ANY VIOLATION OF THE ABOVE PROVISIONS WILL BE DEEMED A MATERIAL VIOLATION OF THE LEASE CONTRACT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this Addendum will be deemed a serious violation, and a material default, of the Lease Contract. It is understood and agreed that a single violation will be good cause for termination of the Lease Contract. Notwithstanding the foregoing statements, Owner may terminate Resident's tenancy for any lawful reason, and by any lawful method, with or without good cause.

3. ADDENDUM PERTINENCY. In the event any provision in this Addendum is inconsistent with any provisions contained in other portions of, or attachments to, the Lease Contract, then the provisions of this Addendum shall govern.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the 6th day of July, 2022.

Ansel J. Postell

Ansel J. Postell (Resident)

7/6/2022
05:29 PM EDT

Date

Katie Floyd

(Owner/Agent)

Signed by Katie Floyd
Wed Jul 6 2022 10:29:52 PM EDT
Key: 7995423A: IP Address: 107.77.237.171

Date

ADDENDUM TO THE RESIDENTIAL CONTRACT FURNITURE ADDENDUM

Common area and bedroom furniture will be included in your unit at The Rowan and will be charged to you in your rent each month. The amount you pay for renting the furniture does not cover damages to the furniture due to misuse/neglect or destruction of the furniture while in your care. If damage to the furniture occurs, you will be charged for the repair/replacement costs to return the furniture to its original condition.

Damages to the furniture include, but are not limited to, the following examples:

- Food Stains and Odor Stains
- Tears to the Fabric
- Structural Damage (i.e. broken leg, broken drawer)
- Broken, Cracked or Chipped Glass
- Pet Stains
- Chipped or marred Wooden Surface
- Broken Lamp Base or Electrical Parts associated with Lamp
- Crushed or Broken Lamp Shades

Normal wear and tear and manufacturer's defects will not be the responsibility of the resident. As the caretaker of the furniture, it is your responsibility to notify the leasing office if there is an occurrence of a manufacturer's defect to the furniture in your apartment. If you do not notify the office of any defects to your furniture, you could be charged for the damage.

Initials: AP

FURNITURE INVENTORY ADDENDUM

By signing this form, you have stated that you have read and understand the policies and that you agree to abide by them.

Ansel J. Postell

Ansel J. Postell (Resident)

7/6/2022
05:30 PM EDT

Date



Signed by Katie Floyd
Wed Jul 6 2022 10:09:52 PM EDT
Key: 7995423A; IP Address: 107.77.237.171

(Owner/Agent)

Date

INTERNET ACCESS ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated July 6, 2022, and is between the Owner of The Rowan ("Owner") and Ansel J. Postell, (collectively and individually "Residents"), for the premises at 1051 Southern Dr. #3007A, Columbia, SC 29201 (the "Leased Premises"), which is located within The Rowan (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

Landlord has entered into an agreement with a high speed internet provider. The contracted service provider offers a variety of Internet services to residential and businesses ("Services") and allows subscribers to connect to the high- speed backbone network and the Internet.

The Services use resources that are shared with many other customers. Moreover, the Services provide access to the Internet, which is used by millions of other users. Each user benefits by being able to share resources and communicate almost effortlessly with other members of the user community. However, as with any community, the benefits and privileges available from the Services, and the Internet in general, must be balanced with duties and responsibilities so that other users can also have a productive experience.

Use of the Services is subject to the following rules and guidelines. Each customer (resident of the Property) of the provider is responsible for ensuring that the use of all Services provided to any such customer complies with this Internet Access Policy (the "Policy"). ANY USER WHO DOES NOT AGREE TO BE BOUND BY THESE TERMS SHOULD IMMEDIATELY STOP USE OF THE SERVICES AND NOTIFY THE CUSTOMER SERVICE DEPARTMENT OF THE PROVIDER SO THAT THE USER'S ACCOUNT MAY BE CLOSED.

Illegal Activity

The use of the Services for any activity that violates any local, state, federal, or international law, order or regulation is a violation of this Policy. Prohibited activities include, but are not limited to: 1) Posting or disseminating material which is unlawful (such as child pornography or obscene material), 2) Disseminating material that violates copyright or other intellectual property rights for others. You assume all risks regarding the determination of whether material is in the public domain. 3) Pyramid or other illegal soliciting schemes. 4) Any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.

Security

You are responsible for any misuse of the Services that you have contracted for, even if the inappropriate activity was committed by a friend, family member, guest, employee or customer with access to your account. Therefore, you must take steps to ensure that others do not gain unauthorized access to the Services.

The Services may not be used to breach the security of another user or to attempt to gain access to any other person's computer, software or data, without the knowledge or consent of such person. They also may not be used in any attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools, is prohibited.

You may not disrupt the Services. The Services also may not be used to interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host. The transmission or dissemination of any information or software that contains a virus or other harmful feature is also prohibited.

You are solely responsible for the security of any device you choose to connect to the Services, including any data stored on that device. In particular, provider recommends against remote user enabling or printer sharing of any sort and also recommends that any use, applications or services you do choose to make available for remote access be protected with a very unique password (suggesting a password that incorporates a combination of letters, numbers and symbols) or as otherwise appropriate.

Inappropriate Content

There may be content on the Internet or otherwise available through the Services which may be offensive to some individuals, or which may not be in compliance with all local laws, regulations and other rules. For example, it is possible to obtain access to content that is pornographic or offensive, particularly for children. Neither the service provider, nor any of its distribution affiliates can assume any responsibility for the content contained on the Internet or otherwise available through the Services. You must assume the risk of any liability for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to your access to such content. Parents should consider using a program capable of restricting access to

The Rowan

sexually explicit material on the Internet. Content questions or complaints should be addressed to the content provider.

You are solely responsible for any information that you publish on the web or other Internet services. You must ensure that the recipient of the content is appropriate. For example, you must take appropriate precautions to prevent minors from receiving inappropriate content. Provider and any of its distribution affiliates reserve the right to refuse to post or remove any information or materials, in whole or in part, at its sole discretion, deems to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful.

Neither the provider nor any of its distribution affiliates has any obligation to monitor transmission made on the Services. However, provider along with its distribution affiliates has the right to monitor such transmissions from time to time and to disclose the same in accordance with your subscriber agreement. By using the Services to publish, transmit or distribute content, a user is warranting that the content complies with the Policy and authorizes provider along with its distribution affiliates to reproduce, publish, distribute, and display such content worldwide.

Electronic Mail

The Services may not be used to send unsolicited bulk or commercial messages. This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures and political or religious messages. Such messages may only be sent to those who have explicitly requested it. The Services may not be used to collect responses from unsolicited e-mail sent from accounts on other Internet hosts or e-mail services which violates this Policy or the acceptable use policy of any other Internet service provider. Moreover, unsolicited e-mail may not direct the recipient to any web site or other resources that uses the Services.

Forging, altering or removing electronic mail headers is prohibited. However, you may insert additional characters into your "from:" and "reply to:" addresses in order to prevent your true address from being automatically added to the mailing lists used by bulk e-mailers. In this case, your true address must remain obvious to any human viewer. For example, you may substitute "nospam.john.smith" for "john.smith".

You may not reference provider or its product names as stated above in any unsolicited e-mail whatsoever by any means.

"Mail bombing" is prohibited. That is, you may not send numerous copies of the same or substantially similar messages, nor may you send very large messages or files to a recipient with the intent to disrupt a server or account. The propagation of chain letters is similarly prohibited, whether or not the recipient wishes to receive such mailings.

Bandwidth, Data Storage, and Other Limitations

You must comply with the current bandwidth, data storage and other limitations on the Services. Users must ensure that their activities not improperly restrict, inhibit, or degrade any other user's use of the Services, nor represent (in the sole judgment of provider) an unusually large burden on the network itself. In addition, users must ensure that their activity does not improperly restrict, inhibit, disrupt, degrade or impede provider ability to deliver the Services and monitor the Services, backbone, network nodes, and/or other network services.

The Property residents may not resell, share, or otherwise distribute the Services or any portion thereof to any third party without the written consent from the provider serving the Property. For example, you cannot provide Internet access to others through a dial-up connection, host shell accounts over the Internet, provide email or news services, or send a news feed.

The Service offering is designed for your personal use of the Internet. You may not use the Service for commercial purposes. You may not run a server in connection with the Service, nor may you provide network services to others via the Service. Examples of prohibited programs include, but are not limited to, mail, http, ftp, irc, dhcp servers and multiuser interactive forums.

Violation of Policy

The provider does not routinely monitor the activity of accounts for violation of this Policy. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of the Services. Although provider has no obligation to monitor the Services and/or the network, provider along with its distribution affiliates reserve the right to monitor bandwidth, usage, and content from the Services. The purpose of the monitoring is to identify violations of this Policy; and/or to protect the network and other users.

If the Services are used in a way which provider or its distribution affiliates, in their sole discretion, believe violate this Policy, provider or its distribution affiliates may take any responsive actions they deem appropriate. Such actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Services. Neither a provider nor its distribution affiliates will have any liability for any such responsive actions. The above described actions are not exclusive remedies and provider or its distribution affiliates may take any other legal or technical action it deems appropriate.

The Rowan

Neither the provider nor its distribution affiliates reserve the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on provider or its distribution affiliates servers and network. During an investigation, provider or its distribution affiliates may suspend the account or accounts involved and/or remove material, which potentially violates this Policy.

You hereby authorize provider and its distribution affiliates to cooperate with (1) law enforcement authorities in the investigation of suspected criminal violations, and (2) and system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. Such cooperation may include providing the username, IP address, or other identifying information about a subscriber.

Upon termination of an account, provider or its distribution affiliates are authorized to delete any files, programs, data and e-mail messages associated with such account. The failure of provider or its distribution affiliates to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time.

You agree that, if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect. This Policy shall be exclusively governed by, and construed in accordance with, the laws of the State of South Carolina



7/6/2022
05:31 PM EDT

Ansel J. Postell (Resident)

Date

PARKING/STORAGE ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated July 6, 2022, and is between the Owner of The Rowan ("Owner") and Ansel J. Postell, (collectively and individually "Residents"), for the premises at 1051 Southern Dr. #3007A, Columbia, SC 29201 (the "Leased Premises"), which is located within The Rowan (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

1. VEHICLE INFORMATION.

DESCRIPTION					
Year	Make	Model	Color	Plate #	State

Owner may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, and recreational vehicles. Motorcycles or motorized bikes may not be parked inside the Leased Premises or on sidewalks, under stairwells, or in handicapped parking areas. Resident acknowledges that Owner may have unauthorized or illegally parked vehicles towed by following applicable state law procedures.

2. **PARKING RENT.** Resident agrees to pay Owner a sum of \$0.00, as parking rent, due on the 1st day of each month with the regular installment payment. The installment amount listed in Section 5 of the Lease Contract (entitled "Rent") includes the parking rent.
3. **PARKING DEPOSIT.** Resident agrees to pay Owner a sum of \$0.00, as a parking deposit, due prior to move-in. Owner will consider the parking deposit part of the security deposit for all purposes, and is not limited in use to damages caused within the parking spaces in this Addendum. The deposit amount listed in Section 4 of the Lease Contract (entitled "Security Deposit") includes the parking deposit. Refund of the security deposit will be subject to the terms and conditions set forth in the Lease Contract, and the parking deposit is not separately refundable even if parking is no longer needed prior to the end of the tenancy.
4. **LIABILITY FOR LOSS OR DAMAGES.** Owner strongly recommends Resident to secure liability insurance for losses to personal property, including any vehicles parked or stored. Owner will not be liable for loss or damage to vehicles or other personal property parked or stored in parking or storage areas, whether caused by accident, fire, theft, water, vandalism, pests, mysterious disappearance, or otherwise. Owner is not responsible for pest control in such areas.
5. **PARKING/STORAGE RULES.** Resident agrees to abide by the following rules:
 1. Parking areas may be used only for storage of operable motor vehicles.
 2. Storage areas may be used only for storage of personal property.
 3. Locks on doors of parking or storage areas may not rekeyed, added, or changed without Owner's prior written consent.
 4. No nails, screws, bolts, or hooks may be placed/installed into walls, ceilings, floors, or doors. Resident will be liable for any damage, not caused by Owner, to the parking or storage areas.
 5. No persons may sleep, cook, barbeque, or live in a parking or storage areas.
 6. No other persons may use the parking or storage areas designated in this Addendum. Use of such areas is limited to Resident only.
 7. No animals may be kept in the parking or storage areas. Also, no plants may be grown in such areas.
 8. Items that pose an environmental hazard or a risk to the safety or health of other residents or neighbors in Owner's sole judgment or that violate any government regulation may not be stored in the parking or storage areas. Owner may remove items from the parking or storage areas, without prior notice, notice, that Owner believes might constitute a fire or environmental hazard.
 9. No smoke, fire, or carbon monoxide detectors will be furnished by Owner unless required by law. Owner will not have any security responsibilities for the parking or storage areas.
 10. Owner has the right to enter parking and storage areas, as allowed by law, to ensure compliance with this Addendum.
6. **KEYS AND ACCESS DEVICES.** Upon move-out, Resident must return any keys and/or access devices assigned by Owner listed in Section 9.1 of the Lease Contract (entitled "Keys and Access Devices"). If any keys and/or access devices are returned damaged or not returned upon move-out, Owner will deduct the cost of each damaged or missing key or access device, and the cost of any necessary rekeying, from the security deposit.
7. **MOVE-OUT AND REMEDIES.** Any items remaining after Resident has vacated the Leased Premises will be removed, sold, or otherwise disposed of in accordance with the Lease Contract, which addresses disposition or sale of property left in the Leased Premises after surrender or abandonment. Any termination of tenancy will automatically terminate any right

The Rowan

of parking or storage without any required further notice. All remedies in the Lease Contract apply to the parking and storage areas designated in this addendum.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the 6th day of July, 2022.



7/6/2022
05:31 PM EDT

Ansel J. Postell (Resident)

Date



Signed by Katie Floyd
Wed Jul 6 2022 10:29:53 PM EDT
Key: 7995423A; IP Address: 107.77.237.171

(Owner/Agent)

Date

Initial: AP

REQUIRED QUALIFYING CRITERIA OR GUARANTOR WAIVER ADDENDUM

This addendum is entered into on the date below between by and between Landlord and Resident, Ansel J. Postell, for the rented premises at the Community identified in the Lease. It is intended to be a part of the lease agreement between the parties for leasing a residential rental unit.

In order to remain compliant with the "Qualifying Criteria" acknowledged during the Applicant's Application process, the requirements below must be adhered to throughout the duration of the lease term and any subsequent renewal period.

Income/Employment Requirements or Guarantor Waiver. For the duration of your Lease, you must comply with one of the following with respect to Income/Employment Requirements:

- a. Maintain a Guarantor: Guarantors must complete a credit screening and sign the Guarantor of Lease Form. Guarantors must have a 600 or higher FICO score, earn 3 times the amount of rent, meet tradelines, rent/debt income ratios, rental history and check writing qualifications, and must provide verification of income. All students are encouraged to apply with a Guarantor.
- b. Guarantor Waiver: Take no action and be automatically enrolled in the Guarantor Waiver Program. For **\$0.00** per installment, this program waives the Income/Employment Requirement. **You will automatically be enrolled in this program unless you qualify using options a, c, or d.**
- c. Self-Qualifying: In order to self-qualify, a credit screening will be performed on the Resident. Self-qualifying Residents must have a 600 or higher FICO score, meet tradelines, rent/debt income ratios, rental history and check writing history qualifications, and must provide verification of income.
- d. Pre-Payment: If a Resident does not provide a suitable Guarantor within 2 attempts or meet the Self Qualifying requirements and does not wish to be enrolled in the Guarantor Waiver Program, Resident must satisfy the Income/Employment Requirement by providing 2 pre-paid installments that will be applied to the final 2 installments of the Lease agreement term or any subsequent renewal period.

Guarantor Waiver Program. Under the Guarantor Waiver Program, Landlord waives the right to require Resident to maintain a Guarantor, Self-Qualify, or the pay a Pre-Payment to satisfy the Income/Employment Requirements above. Residents who fail to maintain a Guarantor, Self-Qualify, or pay a Pre-Payment will automatically be enrolled in the Guarantor Waiver Program. Some important points regarding the Guarantor Waiver Program which Resident should understand are:

- A. The Guarantor Waiver will be charged to the Resident by Landlord as additional rent "Additional Rent" for each rental installment unless Resident satisfies the **Income/Employment Requirements** above using another method.
- B. The Guarantor Waiver totals **\$0.00**, payable in equal installments of **\$0.00**.
- C. The waiver does not constitute insurance. The Owner is not an insurance company or insurance producer. The Owner is merely waiving, in consideration of the specified Additional Rent, certain obligations of the Resident to Owner arising out of this Lease Agreement.
- D. The total Additional Fee is a fixed amount for the entire Term and is payable in installments for convenience only; there is no proration or adjustment for any partial installment during the Term.
- E. At any point within the Lease, Resident may adjust the method used to meet the **Income/Employment Requirements** above. If Resident meets one of the other qualification methods, any Additional Rent pertaining to the Guarantor Waiver Program that has yet to be charged will no longer be due by Resident once confirmed and approved by the Landlord.

Residence Requirements. Resident or Sponsor Guarantor must have a minimum of 1 year of good continuous rental or mortgage history.

Credit History. All applications are submitted to On-Site.com, a third-party rental applicant screening company. **All applications are evaluated based on a rental scoring system.** Rental scoring is based on real data and statistical data such as payment history, quantity and type of accounts, outstanding debt, and age of accounts. Every applicant is treated objectively because each application is scored statistically in exactly the same manner.

The rental scoring system will compare your application to On-Site's database, and by evaluating those statistics and real data in accordance with pre-established criteria set by Management, On-Site will recommend one of the following:

- **Accepted.** The applicant will be accepted with the standard deposits and fees.
- **Accepted with Conditions.** Depending on the community's policy, the applicant may be given the option to pay an additional security deposit.

- **Denied.** The application will not be accepted. The applicant will be provided with contact information for the consumer reporting agencies that provided the consumer information.

****If no or insufficient credit history is obtained then the resident will need to qualify using a different option listed under the Income/Employment Requirements or Guarantor Waiver section above.**

Criminal Background Checks. The Community may perform a criminal background check on the resident. In accordance with 2016 guidelines issued by the US Department of Housing and Urban Development, applications will be rejected for specific criminal convictions including felonies, deferred adjudications for a felony, crimes against persons or if applicant has a juvenile record that includes any of these serious offenses. Any such offenses shall be grounds for denial of the application or termination of the lease should such offense occur after the approval of the initial application. Please note that this requirement does not constitute a guarantee or representation that Residents or occupants currently residing in our community have not been convicted of a felony or are not subject to deferred adjudication for a felony, there may be residents or occupants that have applied to reside in our community prior to these requirements going in to effect. The background reports may include an Office of Foreign Assets Control ("OFAC") search for Specially Designated Nationals and Blocked Persons. The CFAC list is updated periodically as new individuals and entities are identified. The United States government has classified the individuals and/or entities on the list as potentially dangerous and a threat to national security.

Rejecting Applications. If your application is denied for any reason, we will document reason for denial and send a denial letter to applicant and return any administrative/document preparation fee if paid.

CAMPUS ADVANTAGE INC adheres to the Fair Housing Law (Title VIII of the Civil Rights Act of 1968 as amended by the Housing and Community Development Act of 1974 and the Fair Housing Amendment of 1988) which stipulate that it is illegal to discriminate against any person with respect to housing because of race, creed, religion, sex, national origin, disability or familial status. CAMPUS ADVANTAGE INC is an Equal Housing Opportunity Community

Ansel J. Postell

7/6/2022
05:31 PM EDT

Ansel J. Postell (Resident)

Date



Signed by Katie Floyd
Wed Jul 6 2022 10:29:53 PM EDT
Key: 7995473A; IP Address: 107.77.237.171

(Owner/Agent)

Date

LEASE ADDENDUM REQUIREMENT OF RENTERS INSURANCE

This addendum is entered into on the date below between by and between Landlord and Resident, Ansel J. Postell, for the rented premises at the Community identified in the Lease. It is intended to be a part of the lease agreement between the parties for leasing a residential rental unit.

1. **Acknowledgement Concerning Insurance or Damage Waiver.** You understand that our property and liability insurance may not protect you, your guests or any occupants against loss or damage to personal property or belongings, or cover your liability for loss or damage caused by your actions or those of any occupant of the dwelling or any guest. You understand that by not maintaining a renter's insurance policy, you may be liable to us and others for loss or damage caused by your actions or those of any occupant or guest in the dwelling. **You understand that the Lease Addendum Requirement requires you to maintain property damage liability coverage in an amount not less than \$100,000.00 per occurrence.** You agree to maintain, at your own expense, during the Term of the Lease and any subsequent renewal periods, a renter's insurance policy satisfying these requirements. **Liability Insurance DOES NOT protect you against loss or damage to your personal property or belongings – only a renter's insurance policy does this.**
2. **Election of Insurance Coverage or Damage Waiver.** You agree to **one of the following** with respect to your renter's insurance:
 - a. Do nothing and enroll in AssetProtect. Our community offers a cost-effective insurance program with coverage for your personal property. For just **\$25.00** per month, this program meets the **\$100,000.00** liability insurance requirement in your lease and provides **\$0.00** in coverage for your personal property. You will automatically be enrolled in this program unless you proceed with option b or c.
 - b. You agree to purchase renter's insurance through LeasingDesk Insurance Services ("eRenterPlan"). If you have questions regarding eRenterPlan please call (888) 205-8118 or visit www.eRenterPlan.com; Leasing Office Employees are not licensed agents. **Note that LeasingDesk Insurance Services is not owned or operated by us, and we make no guarantees, representations, or promises concerning the insurance or services it provides. You are under no obligation to purchase renter's insurance through eRenterPlan.**
 - c. You agree to purchase renter's insurance from an insurance company of your choice. If you elect to purchase the required insurance from another company, you will provide us with written proof of compliance with this Lease Addendum on or prior to the lease commencement date, and any time we request it.
 - i. Your policy declarations page or certificate of coverage must include the following information. Your insurance requirements will not have been met until the policy is reviewed and approved.
 - ii. Your name
 - iii. Policy start and end dates
 - iv. Policy number
 - v. A personal liability limit with a minimum of **\$100,000.00**
 - vi. Community must be listed as an "Additional Interest," "Interested Party" or an equivalent on your policy. By doing this, your community will be notified should your policy cancel or non-renew. The "Additional Interest" must read as follows:
vii. The Rowan, P.O. Box 115009 Carrollton, TX 75011
3. Resident agrees that a failure by Resident to comply with any of the terms and conditions of this Addendum shall constitute a default under the Lease Agreement to the extent permitted by Applicable Law. In the event of such default to the extent permitted by Applicable Law, Landlord shall have all rights and remedies available to it under the Lease Agreement. Resident will be automatically enrolled in the AssetProtect program at a cost of **\$25.00** per month and consist of the coverage outlined above.
4. **Personal Premises Insurance and Liability.** All personal property kept in the Apartment, Apartment building and/or common areas by you (or anyone else whom you permit to use or occupy the Apartment) shall be kept at your own risk. You agree that, as the law permits, you and your insurance carrier will not hold us liable for claims for damage or injury normally covered by Renter's insurance, even if we are negligent, and you will look solely to your insurance to compensate for any such damage or injury.
5. **Subrogation Allowed.** You and we agree that subrogation is allowed by all parties and that this agreement supersedes the language contained in lease agreement.

Ansel J. Postell

Ansel J. Postell (Resident)

7/6/2022
05:31 PM EDT

Date

Katie Floyd

Signed by Katie Floyd
Wed Jul 6 2022 10:29:53 PM EDT
Key: 7995423A7 1E Address: 107.77.237.171

(Owner/Agent)

Date

EXHIBIT G ROOMMATE ADDENDUM

The Rowan offers individual bedroom lease terms, as well as roommate matching services, to those wishing to share an apartment with individuals they may or may not have had a previous social or familial relationship with. This service allows persons to enjoy cost savings associated with economies of scale while only being financially obligated to fulfill their portion of the units rent.

I understand that entering into an agreement with a shared common area living component will at most times involve compromise and an understanding that my roommate's lifestyle, living habits, and/or ideologies may not always align with mine. Roommate matching forms are a tool used in the placement process, not all requests can be accommodated and ultimately unit type requested may be the largest determining factor in placement.

AY

I understand that while management may at times be able to assist in conflict resolution, that it is the obligation of the lessees to facilitate the desired and appropriate actions to be taken within the parameters of the lease agreement and applicable state and federal laws. Requests for transfers may be made as per the lease agreement if space is available, transfer fees will apply.

AY

I understand/agree that management cannot in some cases provide solutions that will be deemed acceptable to all parties involved. In the case I choose to vacate the premises for any reason I agree to do so by the available methods outlined in the lease agreement and by paying all fees associated with a re-let or release.

AY

Name: Ansel J. Postell		Email: yungajp@icloud.com	
Current Telephone Number: (404) 270 - 0392	Date of Birth: 4/16/2002	Age at Move-In: 20	Gender: ☐ Male ☐ Female
Major:	University/College Attending: <i>Not Applicable</i>	What size apartment/townhome would you prefer to live in? 3x3.5 - 2000 sq/ft	
PRE-LEASING PREFERENCES			
Do you prefer a specific building or location in our community? ☐ Yes ☒ No preference		If yes, what particular building or location?	
Floor Preference?			

ROOMMATE MATCHING

ABOUT ME
Do you smoke? No answer was provided
How do you prefer to keep your home? No answer was provided
How often do you have guests in your home? No answer was provided
How many nights a week do you participate in social events? No answer was provided
What are your sleep habits? No answer was provided
Would you be interested in a Co-Ed apartment? No answer was provided
Do you drink alcohol? No answer was provided
Are you taking over the lease of a current resident? If so, who? No answer was provided
How would you describe yourself? No answer was provided
What gender do you identify as? No answer was provided
Are you a member of any Social, Greek, Academic or Sports group/team? No answer was provided
Were you referred by a current resident? If so, who? No answer was provided
What things interest you? No answer was provided
What is your major? No answer was provided
Who are your preferred roommates? No answer was provided
What class standing will you be? No answer was provided
What school are you attending? No answer was provided
Do you have a bedroom request within your apartment? No answer was provided
How much emphasis do you place on your studies? No answer was provided
Would you be willing to live with a pet or service/support animal? No answer was provided

The Rowan

REQUESTED ROOMMATES		
1. Roommate Name:	Phone:	E-Mail:

I understand that the information provided above does not guarantee roommate compatibility.

AP

Initials

By signing below, I give my permission for The Rowan to release this information to prospective roommates.

Ansel J. Postell

7/6/2022
05:32 PM EDT

Ansel J. Postell (Resident)

Date

SMOKE-FREE ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated July 6, 2022, and is between the Owner of The Rowan ("Owner") and Ansel J. Postell, (collectively and individually "Residents"), for the premises at 1051 Southern Dr. #3007A, Columbia, SC 29201 (the "Leased Premises"), which is located within The Rowan (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

1. **NO-SMOKING POLICY.** All forms of smoking inside the Leased Premises, or any apartment, building, or interior of any portion of the Residential Community is strictly prohibited. Any violation of the No-Smoking Policy is a material violation of this Addendum and the Agreement. The prohibition on smoking of any tobacco products extends to Resident, Resident's guests, and all other persons affiliated with Resident, while present on or in any portion of the Residential Community. The No-Smoking Policy and rules extend to, but are not limited to, the following: apartments, building interiors and hallways, common areas, management and leasing offices, and all other spaces in the interior of the Residential Community.

(Smoking of non-tobacco products which are harmful to the health, safety, and welfare of Owner, Owner's Agents, or other residents, is also prohibited by this Addendum and other provisions of the Agreement inside any apartment or building.)

2. **DEFINITION OF SMOKING.** "Smoking" refers to any use or possession of any lighted, burning, or ignited cigar, cigarette, pipe, or other tobacco-related products, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. Smoking also refers to use or possession of any lighted, burning, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons, and include, but are not limited to, marijuana.

3. **PURPOSE OF NO-SMOKING POLICY.** Owner wishes to reduce or eliminate the following: a) the irritation and known health effects of secondhand smoke; b) the increased maintenance, cleaning and redecorating costs from smoking; c) the increased risk of fire; and d) the increased insurance costs associated with smoking. Resident is responsible for communicating the No-Smoking Policy to guests, and all other persons affiliated with Resident, and for ensuring compliance with this Addendum.

4. **LIABILITY FOR DAMAGES AND COSTS.** Resident will be responsible for payment of all damages and costs to the Leased Premises, other apartments, or any other portion of the Residential Community for repair, replacement, or cleaning due to smoking or smoke related damage caused by Resident, Resident's guests, and all other persons affiliated with Resident. Resident acknowledges that any damages or costs Owner incurs related to repairs, replacement, and cleaning due to smoking or due to violation of the No-Smoking Policy are not considered normal wear and tear.

Resident will also be liable for any financial damages or other losses suffered by Owner due to smoking or smoke-related damages caused by Resident, Resident's guests, and all other persons affiliated with Resident.

5. **NO GUARANTEE OF SMOKE-FREE ENVIRONMENT.** Resident acknowledges that, while Owner adopts a no-smoking policy, Owner does not guarantee or warranty Resident's health or the smoke-free condition of the Leased Premises or the Residential Community. Owner makes no implied or express warranties that the Leased Premises or the interior of any portion of the Residential Community will have higher air quality standards than any other areas. Resident understands that the success of Owner's efforts to make the Residential Community smoke-free is dependent on voluntary compliance by Resident and others.

6. **VIOLATION OF NO-SMOKING POLICY.** Resident acknowledges and agrees that Owner has the right to terminate the Agreement or right of occupancy of the Leased Premises for any violation of the No-Smoking Policy. Violation of any of the provisions of this Addendum will be deemed a material violation of the Agreement.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the 6th day of July, 2022.

Ansel J. Postell

Ansel J. Postell (Resident)

7/6/2022
05:32 PM EDT

Date

[Signature]

(Owner/Agent)

Signed by Katie Floyd
Wed Jul 6 2022 10:29:53 PM EDT
Key: 7995423A; IP Address: 107.77.237.171

Date



Initial: AP



UTILITIES ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated July 6, 2022, and is between the Owner of The Rowan ("Owner") and Ansel J. Postell, (collectively and individually "Residents"), for the premises at 1051 Southern Dr. #3007A, Columbia, SC 29201 (the "Leased Premises"), which is located within The Rowan (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

1. **UTILITIES.** Resident will be responsible for payment of utilities listed below. The method of metering or otherwise measuring the cost of the utility will also be indicated below.

A. **ELECTRIC.** Electric service to the Leased Premises will be billed by the utility service provider to Owner, and then allocated to Resident based on the following formula:

1 - Sub-metering of all water/gas/electric use

METERING/ALLOCATION METHOD KEY	
1	Sub-metering of all water/gas/electric use
2	Calculation of total water use based on sub-metering of hot water
3	Calculation of total water use based on sub-metering of cold water
4	Flat rate per month
5	Allocation based on the number of persons residing in the Leased Premises
6	Allocation based on the number of persons residing in the Leased Premises using a ratio occupancy formula
7	Allocation based on square footage of the Leased Premises
8	Allocation based on a combination of square footage and the number of persons residing in the Leased Premises
9	Allocation based on the number of bedrooms in the Leased Premises
10	Allocation based on a lawful formula not listed here
(Note: if method "10" is selected, a separate sheet will be attached describing the formula used)	

2. **ALLOCATION METHODS.** If an allocation method is used, Owner or Owner's billing company will calculate Resident's allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Under any allocation method, Resident may be paying for part of the utility usage in common areas or in other residential units as well as administrative fees. Both Resident and Owner agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident. If allowed by state law, Owner may change the above methods of determining Resident's allocated share of utilities and services and all other billing methods, in Owner's sole discretion, and after providing written notice to Resident. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.

If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Addendum, as may be amended with written notice as specified above, represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.

3. **UTILITY BILLING.** When billed by Owner directly or through Owner's billing company, Resident must pay utility bills within thirty (30) days of the date when the utility bill is issued at the place indicated on the bill, or the payment will be late. If a payment is late, Resident shall pay Owner a sum (indicated below) as a liquidated damage. The late payment of a bill or failure to pay any utility bill is a material violation of the Lease Contract and Owner will exercise all remedies available under the Lease Contract. To the extent there are any new account, monthly administrative, late or final bill charges, Resident shall pay such charges as indicated below.
4. **UTILITY CHARGES.** Resident will be charged for the full period of time that Resident is living in, occupying, or responsible for payment of rent or utility charges for the Leased Premises. If Resident breaches the Lease Contract, Resident will be responsible for utility charges for the time period Resident is obligated to pay the charges under the Lease Contract, subject to Owner's mitigation duties. In the event Resident fails to timely establish utility services, Owner may charge Resident for any utility service billed to Owner for Leased Premises and a reasonable administration sum (indicated below) for billing for the utility service.
5. **FINAL UTILITY BILL.** Upon move out, Resident will receive a final bill which may be estimated based on Resident's prior utility usage. This bill must be paid at the time Resident moves out or it will be deducted from the security deposit.
6. **SUB-METERING SYSTEMS.** Resident agrees not to tamper with, adjust, or disconnect any utility sub-metering system or device. Failure to comply with this provision will be deemed a material violation of the Lease Contract and all remedies

Initial: AP

available to Owner under the Lease Contract, this Addendum, and state law, will be authorized.

7. **UTILITY PAYMENTS.** Where lawful, all utilities and charges of any kind under the Lease Contract and this Addendum shall be considered additional rent, and if partial payments are accepted by Owner, they will be allocated first to non-rent charges and then to rent.
8. **ADDITIONAL UTILITIES.** Resident agrees that, upon thirty (30) days prior written notice, Resident may begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term "utilities".
9. **SEVERABILITY.** This Addendum is designed for use in multiple jurisdictions, and no billing method or charge mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this Addendum or the Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease Contract. Except as specifically stated herein, all other terms and conditions of the Lease Contract and this Addendum shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease Contract, the terms of this Addendum shall control.
10. **OWNER'S LIABILITY.** Owner is not liable for any losses or damages Resident incurs as a result of outages, interruptions, or fluctuations in utility services provided to the Leased Premises unless such loss or damage was the direct result of negligence by Owner or Owner's Agents. Resident releases Owner from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the Leased Premises due to such outages, interruptions, or fluctuations.

UTILITY CHARGES

To the extent allowed by state law, Owner, in its sole discretion, may amend these charges with written notice to Resident.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the 6th day of July, 2022.



Ansel J. Postell (Resident)

7/6/2022
05:34 PM EDT

Date



(Owner/Agent)

Signed by Katie Floyd
Wed Jul 6 2022 10:29:53 PM EDT
Key: 7995423A; IP Address: 107.77.237.171

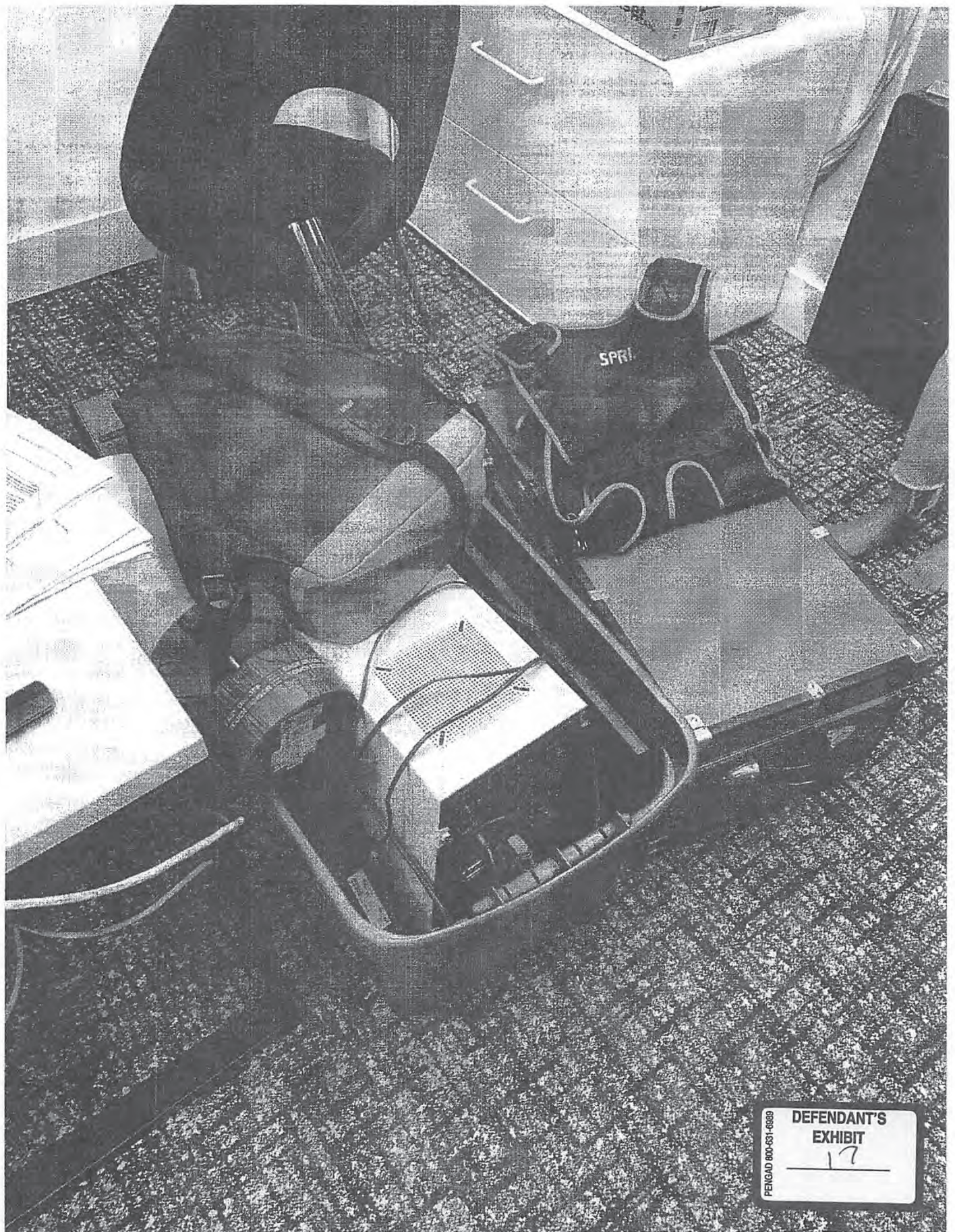
Date

Missing Items	Cost	Missing Items	Cost	Missing Items	Cost	Missing Items	Cost
LARGE TUB/K		15 White Hand Towels	90	24 Set of Utopia Plastic Food Container	30	Computer Parts	7,200.00
3 LARGE Plastic Tube	120	15 White Bath Towels	120	Set of 12 Flatware Set	17	Monitors	
Queen Size Weighted Blanket	60	5 Brown Hand Towels	30	200 Box of Mask for Face	25	Apple Watch	500
Mattress Liner	40	5 Brown Bath Towels	40	3 Large Pack of Cotton Swabs	10	Sound Bar	
Refrigerator	250	5 Dish Rags/and Drying Cloths	20	Plate Set	30	Notebooks (3)	35
Iron (Black and Decker)	60	2 Washing Powder (150 Fl Oz)	60	Medicine Tylenol, Aspirin, Elixie	45	Notebook Paper	22
Ironing Board	40	2 Fabric Softener (32n Fl oz)	32	Neosporin	10	2 Packs of Pens	26
Safe Steel Security	150	Large Trash Can (Laundry Basket)	75	Alcohol, Cu Tips	7	2 Packs of Pencils	26
Hangers	80	2 Small Trash Can Bath/bed Room	20	Body Wash/ Deodorant	30		
		Shower Curtain	25	Cotton face Pads	8	Weights Vest	
		Comforter Set	175	BandAids	5	Weights	
		Sheet Set	40	Cleaning Supplies (Windex, Mr Clean Bath	60	Clipper Set	125
		Bath Rug	50	Bleach, and Tilex Cleaner, Lysol/Hand Sanitizer			
		Mirror for Bedroom WALL	90	Paper Towels Large (SAMS)/Water	50		
		Trash Bags	20	Toilet Tissue Large (SAMS)	40		
		Bedroom Rug	30	Can Squat	20		
Clothes		Tennis Shoes		Dress Shoes/Casual Shoes			
3 Dress Suits-Tailored	900	18 Pair Tennis Shoes	7,000.00	Dress Shoes 5 pair	875		
5 Dress Pants	325			Casual Shoes (4 pair)	340		
10 Dress Shirts	450			Slides (2)	325		
15 Pair of Jeans	1,375						
20 Graphic Tees	900						
15 Shorts	675						
5 Casuals Pants	325						
15 T-Shirts/for Shorts	100						
25 Under T-Shirts no sleeves	95						
25 Underwear (Long)	60						
(8) Nike tech Jacket/Sweats Sportswear	2,000						
Hoodies Jackie 10	1,500						
Nike X SAKAI	450						
White Socks 24 pair	20						
Black 24 pair Socks	20						
Qvest Socks (10) Pair	45						
Total	9,469.00		7,430.00		5,335.00	6,434.00	Total

27,500.00



ROA 001143



ROA 001144

Juror BP Chase Dashly
requests permission to run
up the road to get
a prescription. I do not
have anymore pills left
after today and I
can provide proof that
my prescription is real.



Good morning your honour
we, as the jury, respectfully
request lunch be provided
due to the delay in court
proceedings.

Respectfully,
Foreman(35)



The jury is curious if we could have a ballpark estimate of court/Attorney fees.

We feel this info can help provide a fair, accurate monetary damages estimate should we find liability/judgment on a party.

We are unsure if we are privy to this info, but wanted to ask in order to maintain accuracy and fairness while deliberating.

Thank you!



STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
THE COURT OF COMMON PLEAS
C.A. NO. 2022-CP-40-04419

ANSEL POSTELL,

PLAINTIFF,

vs.

CAMPUS ADVANTAGE INC,

DEFENDANT.

H E A R I N G
BEFORE THE HONORABLE MILTON G. KIMPSON

DATE: JUNE 2, 2025
TIME: N/A
LOCATION: SOUTH CAROLINA CIRCUIT COURT 14
TRANSCRIBED BY: AMANDA WATSON

LEGAL EAGLE
Post Office Box 5682
Greenville, South Carolina 29606
864-467-1373
depos@legaleagleinc.com

ROA 001148

APPEARANCES:

TODD LYLE, ESQUIRE
LYLE LAW FIRM
305 NORTH LAKE DRIVE
LEXINGTON, SOUTH CAROLINA 29072

ATTORNEY FOR THE PLAINTIFF.

MICHAEL TRASK, ESQUIRE
MCANGUS GOUDELOCK & COURIE LLC
1320 MAIN STREET
MERIDIAN, 10TH FLOOR
COLUMBIA, SOUTH CAROLINA 29201
michael.trask@mgclaw.com

ATTORNEY FOR THE DEFENDANT.

TIMOTHY S. VANDENBERG, ESQUIRE
4711 FOREST DRIVE, SUITE 3 PMB 116
COLUMBIA, SOUTH CAROLINA 29206
tvandenberg@vdblegal.com

ATTORNEY FOR THE DEFENDANT.

INDEX

PROCEEDINGS	4
CERTIFICATE OF TRANSCRIBER	31

EXHIBITS

(NONE MARKED)

(THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH MATERIAL IS
REPRODUCED AS READ OR QUOTED BY THE SPEAKER.)

P R O C E E D I N G S

THE COURT: This is Postell versus Campus Advantage, case 2022-CP-40-04419. Parties are here at the Court's request on attorney's fees, and I'll turn it over to you, Mr. Lyle.

MR. LYLE: Thank you, Your Honor. Mr. Lyle (indiscernible) here on behalf of Ansel (indiscernible) Postell. Your Honor, I just recently handed you and memorandum that addressed a few points. In keeping with the spirit of this case, I will try to be as brief as I can. It's obviously an important matter.

THE COURT: Yes, sir.

MR. LYLE: In the spirit of Your Honor's order, you had asked to have a hearing on (indiscernible) attorney's fees. I have addressed it (indiscernible) very briefly in my memorandum. The only thing I'd like to point out, Your Honor, is that this was a (indiscernible) case. I had filed two affidavits from fellow lawyers saying it's (indiscernible).

And I point out that, in the interest of fairness, I have asked the Court to reward attorney's fees in the amount of 33 percent, which is a downgrade from what (indiscernible) agreement says. Point out, also, that this was a two-and-a-half year battle with quite a few hurdles. To which the Defendants had denied liability at every step of the way, to

1 include in their opening and their closing arguments.

2 Nothing was really conceded. We had to work for
3 everything we got. And, Your Honor was present for the
4 trial. I believe we conducted ourselves with a professional
5 manner, didn't (indiscernible) very prepared on all our
6 written memorandums, all of our legal briefs, as well as the
7 presentation to Court.

8 As Your Honor is well aware, I used (indiscernible) and
9 had a pretty extensive presentation, demonstration for the
10 jury, to submit the evidence to. Taken a few screen shots
11 from a couple of other things to help calculate this offer
12 judgment numbers to be real time for today. I hope that I
13 have walked it through for you. It's fairly straightforward
14 but, just to touch while we are on the record, the elements
15 for *Jackson v Speed*. The nature (indiscernible) in the case.

16 Your Honor, this was a complex case involving various
17 issues and (indiscernible) causes of action. Pretty large
18 hedge fund owned apartment complex with 50 plus odd locations
19 around the country that were owned for a long time. Again,
20 liability was denied every step of the way. So, there was
21 quite -- great bit of difficulty in this case.

22 Time devoted -- any case that I take on, Your Honor, is
23 -- I have a very small caseload. I over-work my cases, so I
24 had quite a bit of time in it. I don't keep track of my
25 hours. I tried that my first couple years out of law school,

1 and it just made me sick to my stomach so, I found it a lot
2 easier to do math after the work -- after the fact, with my
3 engineering degree.

4 The affidavits addressed the professional standing
5 Counsel. The fact is, one of the contingencies -- and I took
6 a screen shot excerpt from that, had we been goose-egged, I
7 would have eaten all the costs on my time (indiscernible) and
8 that's the risk that we take with contingency. And that has
9 happened to me before so, my pride stays in check.

10 And then, obviously, the customary -- or beneficial
11 results obtained, Your Honor, I touched on that in the
12 customary legal piece for similar service. I move on, just
13 briefly, Your Honor, to the last page of that memorandum is
14 where I basically took a screen shot of an excel table just
15 to show you that Your Honor has trebled the economic actual
16 damages, you add that to the non-economic, and then you add
17 the punitives. That comes to a total of \$747,500.24. If you
18 take 33 percent of that, it's \$246,675.05. Relying upon the
19 affidavit submitted earlier (indiscernible) costs is
20 \$6,996.81. And then your offered judgment interest, as Your
21 Honor is aware, the statute calls for 8 percent from the date
22 of rejection.

23 THE COURT: Yes, sir.

24 MR. LYLE: That was previously filed in the record with
25 the post-trial motions. And so, if you add all that up

1 together, it comes to a total judgement of \$1,154,774.39.

2 And, any questions that Your Honor may have, I'd be happy to
3 answer them. Otherwise, I refer to my opposing counsel.

4 THE COURT: Yes, sir. Before -- before they start, hold
5 on one second, please. Mr. Lyle, what -- what do you -- so,
6 essentially, what you have done is to -- what -- what you've
7 essentially done is to compute an attorney's fee award based
8 on the entire judgment.

9 MR. LYLE: It's the entire actual (indiscernible), Your
10 Honor.

11 THE COURT: Yes, sir.

12 MR. LYLE: Impunative. Not the offered judgement
13 (indiscernible). I think in my prior post-trial motion, I
14 had referenced the statute that says on the actual verdict.

15 THE COURT: Yes, sir.

16 MR. LYLE: So, I think I'm trying to interpret that in a
17 more conservative way, and less aggressive in my client's
18 favor, in the interest of fairness.

19 THE COURT: I understand. What do you believe you're
20 entitled to in terms of attorney's fees on the Unfair Trade
21 Practices Act cause of action?

22 MR. LYLE: So, Your Honor, the way this verdict form was
23 done, we asked the jury to determine whether it was liability
24 under several different causes of action. If Your Honor will
25 recall, we struck the unlawful (indiscernible) calls ---

1 THE COURT: Correct.

2 MR. LYLE: --- because there was a breach of contract
3 and there was an unfair trade claim. And I would submit,
4 Your Honor, that, because this verdict form doesn't parse
5 those out, there's no way to know what the jury actually
6 would have awarded to all of those and so it could have been
7 duplicative. But I would argue that the main resounding
8 theme here could be further shown by the fact that the jury
9 did find that this was a willful violation of the Unfair
10 Trade Practices Act, and therefore the trebleing -- excuse
11 me, the attorney's fees would be calculated based on the
12 entire actual punitive damages at the heart of the issue.

13 Had the Defendants wished there to be some type of
14 damages that were parsed out for a particular cause of action
15 over another, I believe it would have been appropriate for
16 them to address that in verdict form. As Your Honor is well
17 aware, that was mutually agreed upon verdict form. And so, I
18 think that it would be patently unfair to take from the
19 Plaintiff over an issue that the Defendants were well
20 equipped to have brought to light, and so, in fairness, that
21 -- there's no way to know what the jury had parsed out, one
22 or the other.

23 Or perhaps, if we would have polled them they might
24 would have said that, you know, they primarily found that all
25 of those damages were (indiscernible) one of those equally,

1 much like a (indiscernible) or much like a co-signer on a
2 loan, you wouldn't duplicate that in together, you would just
3 say that the whole debt is based on each of those as a whole.

4 THE COURT: Even though I specifically trebled only,
5 what I felt, were the economic damages.

6 MR. LYLE: That's correct, Your Honor. I think the
7 attorney's fee applies to the whole trial. And so, I think
8 that the legislature, in order to encourage -- I think I
9 referenced back to my original post-trial motions. I think
10 it's a good bit of case law that says, you know, these --
11 these cases are born under the idea -- in fact, *Verbach v*
12 *Investors* would be the case I rely on because they managed
13 attorney's fee based on the entire award, and not just on the
14 little \$500 security deposit that was actually
15 (indiscernible) held in that case. And so, based on being
16 public policy and encouraging lawyers like myself to take
17 these kinds of cases, especially on a contingency fee, it
18 would seem fair that the actual attorney's fee be calculated
19 on the entire award.

20 THE COURT: What would happen if I simply awarded you a
21 fee based on what I thought were the UTPA damages? Would
22 your contract not then allow you to collect some attorney's
23 fee on the other amounts awarded to the Plaintiff?

24 MR. LYLE: Your Honor, I don't believe that I came
25 prepared, really, to parse deep into my contract.

1 THE COURT: Yes, sir.

2 MR. LYLE: I think I would point back to this being a
3 public policy case. And if you looked at a case like
4 Verbach, you would have lawyers -- and I've handled quite a
5 bit. I've never handled one against Mr. VanDenBerg although
6 I have worked with these apartment complexes a good bit.
7 This is probably the dozen or so case I've dealt with on a
8 wrongfully withheld security deposit type case.

9 THE COURT: Yes, sir.

10 MR. LYLE: Although that's not the nature of this, but
11 that's a very strong cousin of this, in that, you know,
12 lawyers like myself might collect the three, or four, or
13 five, or \$6,000 fee in our time spent on a \$700 security
14 deposit. And from a public policy standpoint, we can't pay
15 our bills -- I certainly have two staff, paralegals, I can't
16 pay them if I'm only chasing a \$700 security deposit, and I'm
17 only getting 33 percent of \$700.

18 So, I think that the idea would be, whatever's added on
19 to that certainly would be fair. So, I'm not going to
20 comment on necessarily what might my fee agreement would say,
21 other than to say, I believe the statute gives you
22 discretion, but I do believe that in the spirit of this, and
23 if you look at the -- the two players, in this case, you have
24 a hedge fund that owns an apartment complex with over 1000
25 beds in one Columbia location, one of their 50 locations

1 across the country, and a 21-year-old college kid, you know,
2 I think the public policy -- this is exactly what are those
3 (indiscernible).

4 We want our lawyers to come in and put in this kind of
5 blood, sweat, and tears, and try a case to a verdict in front
6 of the jury in order to take some high risk, and hopefully
7 there would be an opportunity for a high reward on the back
8 end of that. So, again, I think the nature of this case, in
9 fairness, I don't think it's unreasonable at all. And, in
10 fact, think I cited several banking cases and things in my
11 post-trial motion where the attorney's fees were
12 significantly more. In fact, the BB&T case, I think it was a
13 six or \$700,000 fee. There's a couple other ones that are
14 pretty significant. And so I don't think that this shocks
15 the conscious at all.

16 THE COURT: I understand.

17 MR. LYLE: It is consistent with what our legislature
18 said with a case like this. And again, I would point back to
19 the fact that part of this was punitive, part of this was
20 sending a message. There was an on-the-record opportunity
21 to settle this case for 75,000 very early on and it was
22 summarily rejected, and in fact, two years later, \$7,500 was
23 offered and put on the record just to further show, I don't
24 think these Defendants get it.

25 And I think softening this blow on this attorney's fee

1 only encourages them to not change their behavior going
2 forward. I won't necessarily say that this (indiscernible)
3 job to send a message, but I do think that that is a
4 collateral effect of addressing the attorney's fee here, and
5 not calculating it being a third on the whole. And I would
6 point out, again, that much of my brethren, if you look at
7 them, a lot of them take 40 or 45 percent when they try a
8 case and, in this case, I've summarily dropped it down to 33.

9 THE COURT: Yes, sir. Thank you. I'm sure I'll have
10 something more.

11 MR. LYLE: Okay. Thank you, Your Honor.

12 THE COURT: Thank you. Yes, sir. What say you?

13 MR. TRASK: May it please the Court. Good to see you.
14 Mike Trask here on behalf of Emres (phonetic). A couple
15 issues that I want to bring up, but first I wanted to address
16 the verdict (indiscernible). I think that cuts both ways. I
17 don't know how we sit up here today and say all \$230,000 in
18 the entirety of the punitive damages reward must have gone
19 the UTPA liability but, Mr. Lyle himself here did not
20 actually put those questions in. It hurts him as much as it
21 hurts us.

22 I look at this verdict form, and I think the Court
23 correctly decided in the post-trial motions that 27,500 is
24 the only thing that falls under that statute. So what we're
25 -- he's attempting to do is weaponize the statute as a form

1 of another punishment via attorney's fees.

2 I look at this statute, and the language is clear. It
3 says, upon the finding by the Court of a violation of
4 (indiscernible), the Court shall award to the person bringing
5 onsite action, under this section, reasonable attorney's fees
6 and costs. To take the entirety of the award, you're not
7 awarding attorney's fees just on the UTPA, now you're
8 awarding attorney's fees for negligence, breaching contract,
9 and (indiscernible) cause of action, because the damages were
10 never parsed out by the jury.

11 And sure, maybe that was agreed to by the defense at
12 trial, it was also agreed to by the Plaintiff at the trial.
13 (Indiscernible) and so, the only thing we can do is look at
14 the (indiscernible) damages that the Court has already found,
15 or the damages within the UTPA, and the plain language of the
16 statute says that's what the attorney's fees should be based
17 on.

18 And so, I think Your Honor asked the question, and I
19 think that you were pretty spot on with it. If you're going
20 to award attorney's fees, I think it should be based on that
21 82,500. Not the punitive damages, and not the remainder of
22 the actual damages when we take out the 82, 5 because again,
23 we don't know what that is part of. That ambiguity cannot
24 just be overlooked so that he can take more attorney's fees.

25 I think the \$75,000 offer judgment is also pretty

1 interesting in this case. That tells you where they got.
2 They already exceeded that by a lot. So they've already
3 recovered significant amount of money that isn't going to cut
4 into the Plaintiff's own pocket when he has to pay for the
5 services. I'm all for attorneys being paid. As a defense
6 lawyer I get it. But, we have to look at this thing based on
7 the plain language of the statute.

8 I also see the Jackson factors, and one of the main
9 factors is the time devoted to the case. And we don't know
10 -- we don't know how much time was put into this case. We
11 don't know how much time was spent because it wasn't tracked.
12 And when you look at the affidavits that were submitted in
13 the post-trial motion by the Plaintiff, none of that
14 information is in there.

15 And if you look at Jackson, that case, they look at an
16 actual hourly rate. And so I understand that the practice of
17 law has evolved and that we use contingency fees now, and
18 that's acceptable. But if we're going to do that, I don't
19 think we can take the entirety of the verdict in that and
20 just say, here you go, you get 200 some thousand dollars
21 because this is what the jury gave you. If he can't come up
22 with the hourly figure and the hours to prove what he
23 actually did in this case, then at least it needs to stay
24 with the UTPA damages that the Court already determined,
25 which is \$82,500.

1 And so, I think that's the bulk of the issue here that
2 Your Honor has to grapple with, is it all the damages, or is
3 it just the ones that is there? And again, we return to the
4 verdict form, and I think that verdict form, the ambiguity
5 surrounding it -- set -- it cuts against the Plaintiff in
6 that situation. I don't think you can claim all of those
7 damages are related to one cause of action. When you have
8 four causes of action up there that they all check yes to,
9 and then you never did special interrogatories on the verdict
10 form to figure out which goes where to plug the numbers.

11 And so, as the UTPA expressly calls just for, as the
12 Court said, the property damage, and that's how Your Honor, I
13 believe, got to that 27,500 number, if you're going to award
14 attorney's fees, I think it needs to be based on damages that
15 we can reasonably relate back to the UTPA violation, which,
16 based on Your Honor's order, is the 82,500. So, 33 percent
17 of that, I don't agree to that, but that, at least, makes
18 logical sense under the plain language of the statute.

19 Giving him the entire award, up to \$250,000, I don't
20 think that's the intention of the statute. I don't think
21 that's what they had in mind. I think they were specifically
22 targeting damages related to that cause of action. So, I'm
23 happy to answer any questions Your Honor had, but that's
24 essentially our position. And, I don't represent Campus
25 Advantage, but I know that they're -- they support the

1 decision. I don't know that Mr. Vandenberg wants to say that
2 he joins in and he agrees, but I know that they also think
3 the same.

4 THE COURT: I, of course, am going to ask Mr. VanDenBerg
5 but, let me ask you this first. Now, I -- can't the Court
6 take some notice of the fact that not only were we in Court
7 for four-and-a-half days, but, from my own experience, I know
8 what it takes to -- the time necessary to try such a case,
9 can I take some notice of that?

10 MR. TRASK: I think yes and no. And I know that's a
11 weird answer, but let me explain why I think it is both yes
12 and no. Yes, because you're right. It's a four day trial.
13 This was not a two hour up and down one witness, we're done,
14 we're delivering, right? So, thought went into this.

15 At the same time, though, the factors are clear that we
16 have to look at what's the actual time spent, and we don't
17 know. We don't know, out of this 1,000 days that are quoted
18 in here, (indiscernible) however many days are in here on the
19 offer of the judgment, how much time was devoted to this
20 specific case. I wasn't here to try the case, obviously,
21 Your Honor, but I know that there was, I think, five, maybe
22 six, witnesses that were put up. It's not a three-week
23 trial.

24 I think that banking case, I think it's maybe Maybank or
25 BB&T, I think that case is wildly different from this case.

1 I mean, I don't have it in front of me, but that had
2 legitimate commercial style damages, if I remember correctly,
3 and malpractice damages. This case started with relatively
4 smaller property damages and some non-economic damages
5 (indiscernible) up, and that's the jury's decision.

6 And so yes, I think, as we sit here we can say he tried
7 a very good case. He put time into it. It took time to try
8 the case. And so, the Court would take notice of that. But
9 we don't have specifics. And I think the lack of specifics
10 also (indiscernible).

11 THE COURT: Can I glean something over the fact that
12 when I look at the Court's records, there are documents upon
13 documents, motions upon motions, can I glean something out of
14 that?

15 MR. TRASK: Yeah, I think so. I think that -- and
16 that's what I'm trying to say is, I think that you can look
17 at it and say effort went into it. I would never look at him
18 and say that no effort went into it. I've tried cases with
19 him and I have worked with him and I know that he put effort
20 into it. I think it's just about the specifics, and that's
21 just part of the factors.

22 We've got to look at the specifics and say we don't have
23 specific numbers in the files. Does that mean no time was
24 spend on the case? Absolutely not. I would never take that
25 position. I do think he put time into it. He got a very

1 good burden. He did a good job. I just think it matters
2 when you look at the specifics of how much time is actually
3 spent in this case, we don't have it. And that comes back to
4 how you track your time, and, it shouldn't be to punish him
5 but, at the same time, to not even have a number to put up to
6 say, I think, based on this, I get x amount of work for this.
7 I think that that has to also be taken into consideration of
8 the Court.

9 THE COURT: I see. Thank you.

10 MR. TRASK: Thank you, Your Honor.

11 THE COURT: Mr. VanDenBerg, anything you'd like to add?

12 MR. VANDENBERG: (Indiscernible) briefly. So,
13 absolutely. You know, I -- I represent both Emres and Campus
14 Advantage.

15 THE COURT: Yes, sir.

16 MR. VANDENBERG: I just want to make sure that we also
17 make it clear for the record that we stand on our prior
18 motions and objections to the findings.

19 THE COURT: Yes, sir.

20 MR. VANDENBERG: So really (indiscernible) support
21 (indiscernible) outline, so.

22 THE COURT: I understand. Thank you. Yes, sir. Last
23 word.

24 MR. LYLE: Just, last word, Your Honor. In full candor
25 to the Court, I flew helicopters for the Army after college

1 with (indiscernible) husband, and so I'm very accustomed to
2 keeping time to the tenth of an hour. I did that for 1000s
3 and 1000s of hours as a helicopter pilot, and I tried to do
4 that for about a year as a lawyer and it just didn't work.

5 So, I'm not going to BS or blow sunshine and give you
6 some affidavit that says here is 4, 5, 600 hours. But, I
7 will tell you that I'm the dumbest lawyer in this room, but
8 I'm probably the hardest working lawyer in this room and I
9 have tried a boat load of the cases, and I have a very small
10 caseload, because everything I try, I put it up like it's the
11 only thing I've got going on in my life. And so, there --
12 there are 1000s of hours going into this.

13 When you look at all the time and attention to detail,
14 traveling, engaging in, and looking up. I mean, my
15 presentation alone was 90 some odd slides. I've got 20 or 30
16 hours just creating my opening argument, much less all the
17 research done into who Campus Advantage was, who Emres was,
18 and being prepared for all of these depositions, to include
19 traveling to some of these depositions (indiscernible) trial.

20 So, it would be a fallacy to say that we just penciled
21 in a couple 100 hours to get this thing up for trial. But
22 again, I don't have an affidavit, and I'm not going to tell
23 you how many hours I have, but I am going to point back to
24 something that Mr. Trask said, which is, hourly. An hourly
25 lawyer is going to get paid no matter what. An hourly lawyer

1 is going to get an hourly fee. And he's going to add all
2 that up and he's getting paid, win, lose or draw.

3 In this particular case -- and I've been goose egg
4 before. I've tried a bunch of cases, thankfully, I've only
5 been on the goose egg side twice, once here in Richland and
6 once in Lexington. But that hurts. You know one of them, I
7 had \$78,000 worth of cost in -- in, probably, 1000 hours. I
8 would tell you that at some level, when a lawyer like me is
9 willing to take on a case like this -- and I wasn't the first
10 lawyer he spoke to. Him and his mom spoke to a few, and
11 people look at this and go, I don't want to take some
12 apartment case where there's some stuff that's been thrown
13 away.

14 So, there's got to be some incentive for lawyers like me
15 to take the deal and charge -- and do something that public
16 policy says we don't want -- it ought not be a hedge fund in
17 New York City owning one of 50 different apartment complexes
18 to throw a kid's stuff away and then say, you know what,
19 we've fired the one employee who took it. We're -- we've
20 washed our hands of this. We did no wrong.

21 Mr. VanDenBerg asked for a defense verdict in his
22 opening and his closing argument, because they don't get it.
23 And so, for this Court to sit here and say, you know, we're
24 just going to calculate a third of the attorney's fee on
25 82,000 and good luck, you can get the rest from that kid,

1 that screams in the face of what this statue is for.

2 And I would point back to the Verbach case and go, that
3 was over a \$500 security deposit. If they said, you know
4 what, we're going to treble that, \$1,500, we'll give you 33
5 percent of that, here's your \$500 attorney's fees, lawyers
6 wouldn't take those cases. And so the Verbach case may have
7 been a commercial (indiscernible) case, but every roadblock
8 that I got, every step of the way for the two-and-a-half
9 years leading up to this was just as complex as if I was
10 going after some other law firm in commercial financing.
11 There was no cutting corners or sloppiness here.

12 Again, I'm probably the dumbest lawyer in this room, but
13 nobody's going to outwork me, and I put way more time into
14 this than any other case I had on my document at that time.
15 And so, I think the Unfair Trade Practices statute is very
16 clear. It's a public policy thing, and I think it's -- it's
17 -- public policy said whether or not I submitted an affidavit
18 with my hours or not, I'm (indiscernible) to take a 33
19 percent attorney's contingency fee, rolling the dice 100
20 percent with my client. If they would have given us a
21 \$50,000 verdict, I'd have taken third -- a third of \$50,000
22 and I've done that before, even though I'm asking for this
23 kind of money. So, at some level that has to be taken into
24 account.

25 THE COURT: I understand all of that, and clearly you

1 obtain -- well, this is what I'm struggling with. Well,
2 before I get to that point, how have the Courts, in
3 evaluating these factors, six, sometimes eight factors,
4 interpreted the contingency problem? A lot of the cases that
5 I've been seeing that were not contingency reporting, how
6 have the Courts interpreted that contingency problem?

7 MR. LYLE: Your Honor, just -- in my brief ---

8 THE COURT: Yes, sir.

9 MR. LYLE: --- I didn't address it but I'm happy to
10 supplement a memo to do so. The whole point of it was the
11 point that I just touched on, which is, if I'm getting paid
12 regardless, on an hourly fee, then you can award that, win,
13 lose, or draw. I got paid that. If I'm really walking out
14 here with a third of whatever it is Your Honor orders,
15 there's a significant risk factor in that. And I took this
16 case on knowing that.

17 And again, I took this case on prior to an offered
18 judgment, thinking this wouldn't be that big a deal. But,
19 every step of the way I got denial, delayed dispute, we did
20 no wrong, and we fired the guy who did this, and go pound
21 sand, and your mom's lying, and you're a liar. And you know,
22 we just got -- every step of the way, and Your Honor saw it,
23 the four-day trial. They continued to berate him and tell
24 him he's a liar, tell him his mom is a liar.

25 THE COURT: So, that factor takes into account the risk

1 that the lawyer ---

2 MR. LYLE: Absolutely, and the fact that my client paid
3 nothing, ever. He's never paid nothing.

4 THE COURT: I'm just going to ask the defense, does that
5 comport with your reading of the case law?

6 MR. TRASK: Your Honor, candidly, I looked at some of
7 it. I think that that's -- there -- that has been -- the
8 risk aspect has (indiscernible). I'd be happy to put a
9 supplemental brief in there, because I think -- we more see
10 this at a federal level. I don't look at those kind of
11 cases. I'd be happy to put something supplemental in there.

12 THE COURT: Not at this point, but there may come a
13 time, once we finish. So, Mr. Lyle, what I'm struggling
14 with, had -- under the UTPA, there is an attorney's fee --
15 there's a provision to award you an attorney's fee. I'm
16 struggling with awarding you an attorney's fee based on the
17 entire verdict, rather than solely the damages that I found
18 attributable to the UTPA. So, help me with that.

19 MR. LYLE: And, Your Honor, I don't think that the case
20 could have been tried as a one-day trial for cause of action.
21 There was four causes of action. It was a four-day trial
22 because all the evidence applied to all of those. And, as
23 Your Honor is well aware, I had a fifth cause of action, and
24 that's why we, as lawyers, try to put as many out there as we
25 can. Because you never know when one is going to fail or a

1 jury doesn't think about one, but they do think about
2 another.

3 And so, at the end of the day, the damages -- and again,
4 I would give the analogy similar to co-signing on a loan. If
5 you and your wife co-sign on a car loan, the bank doesn't
6 have the right to only get half from you and half from her.
7 You can say, I don't care who pays it, I want it all to be
8 paid. Much like the joint short (indiscernible) I guess you
9 can say.

10 And so, in this case, I would argue that the damages
11 were addressing all of those causes of action, and because
12 the jury was not asked to parse them out, they didn't have to
13 parse them out, and we are not to determine whether or not
14 they did parse them out. I think it's fair to say that the
15 jury found a total amount of damages and that those apply to
16 all of the causes of action.

17 And much like, if I had submitted to you an affidavit
18 with my hourly rate, would Your Honor only say, well, only a
19 fourth of those hours were put towards putting up your unfair
20 trade practices case, or do these same facts apply to all of
21 those and therefore there's multiple bites of the apple. So,
22 I think it is fair, and I think it is reasonable and
23 customary for a lawyer to put up multiple causes of action to
24 give himself as many bites of the apple as he can.

25 Because, at the end of the day, if this were a damages

1 case, if this were a car wreck case with medical bills, we
2 wouldn't be looking at, well, only some of those medical
3 bills paid for the negligence and only some of those medical
4 bills paid for the lost wages, we'd be -- we'd be looking at
5 the total, actual damages and applying them across the board.

6 And so, in this case, there was a violation of an unfair
7 act. The jury found that it was willful. And so, I believe
8 the statute, unlike my co-Counsel -- or unlike my opposing
9 Counsel, I believe the statute says that if there's a finding
10 of it being an unfair and it's a willful act, then there's a
11 wide discretion, but the attorney's fees shall be awarded.
12 The question is, how much.

13 So, Your Honor, does have discretion here. I'm about to
14 tell you that the statute says that I think you have some
15 discretion in. Which is why, I think, if there were never a
16 case for you to say no (indiscernible) or parsing them out,
17 you would look at those factors. You would look at the fact
18 that this is a contingency fee, and that there was 100
19 percent risk on my law firm and 100 percent of the cost
20 involved, and all the time.

21 You would look at the fact that you got a very
22 well-positioned Defendant who's got a net worth -- a hedge
23 fund world up in New York City, and you've got a 22-year-old
24 college kid who can't rub two nickels together and he had all
25 of his stuff thrown away by a property management company who

1 blamed him and they called him a liar.

2 THE COURT: So, you -- you -- your -- your position is
3 that I can consider an award of attorney's fee based on the
4 entire verdict and not just for 27 thousand -- 27, 5 treble
5 to whatever it comes to?

6 MR. LYLE: That's correct, Your Honor. Because this was
7 not a Lego block trial where we said, day one, we're going to
8 address the negligence, and day two, we're going to put up
9 some more witnesses and address the breach in contract, and
10 in day three, we are going to put up some more witnesses and
11 we'll recall -- because, if that's the case, Your Honor, we
12 would call, you know, we would call the Plaintiff on each of
13 those causes to action. You know, sit him back down and
14 stand him back up to go, now, let's talk about your testimony
15 for unfair trade.

16 You know, that -- it was a one-time shot, and all these
17 different causes of action. Again, because Your Honor got
18 rid of the unlawful (indiscernible) cause of action, you
19 could have gotten rid of another one. In fact, you know,
20 there was -- there was motions pre and post trial asking to
21 get rid of the breach of contract one.

22 And so, I don't think that -- that Mr. VanDenBerg would
23 contest or concede that, you know, only a third or fourth of
24 the damages were attributable to the breach of contract. If
25 he was trying to get the breach of contract, he was hoping to

1 win on that whole issue and ask for there to be a defense
2 (indiscernible), and not just ask me to take 25 or 30 percent
3 of the actual damages off.

4 Again, I would go back to the analogy of joint signer
5 liability, or go back to the analogy of co-signing with loans
6 or debts. The amount of debt was equal to each of these
7 causes of action equally. And if Your Honor were to have
8 found that the breach of contract case -- there could have
9 been a verdict -- a judgment notwithstanding the verdict, I
10 would still be saying, Judge, well, then there's still a
11 verdict of the total amount that they found. I don't think
12 we would be having this conversation about how much can we
13 reduce the verdict, because one of the causes of action is
14 now set aside, even though the other still prevailed.

15 I think that would be an interesting argument would be,
16 would Mr. Vandenberg say, if Your Honor had ruled in his
17 favor on the breach of contract claim, but then still
18 affirmed the jury verdict on these others, would we then say
19 we'll take 25 percent off the verdict because, one of the
20 four causes of action no longer prevails? I don't think we
21 would. I think Your Honor would have said that the verdict
22 stands because there were still a viable cause of action that
23 the jury found.

24 And so, I think, in light of all of that, I think you
25 have to look -- and again, if there were ever a case that

1 this was more perfectly to applied to, I can't imagine one
2 where you have a 22-year-old college kid and you've got a
3 hedge fund with 50 properties around the country. And so,
4 there's probably a lot of other scenarios where this would
5 make you pause for a little bit longer. But in this one, I
6 don't think it is. I think you have a Defendant who is well
7 equipped to pay this, who's in a position to continue to sit
8 here and deny liability and, I'm sure, file an appeal
9 following this. And, you know, I think that (indiscernible).

10 THE COURT: Anything further?

11 MR. LYLE: Your Honor, I just want to reiterate, because
12 I think it's worth stating that, as we sit here and look at
13 it, New York hedge fund versus 22-year-old college graduate,
14 that has no bearing on (indiscernible). What matters are the
15 factors. That's not the factors. And more importantly, the
16 statute is expressly clear. It says for an action brought
17 under this section (indiscernible) we do not know what the
18 jury was awarding the money to. So, that means that we're
19 left with the Court's order of trebleing up to 82, 5.

20 I said, if you're going to award attorney's fees, I
21 think that that's the appropriate number to base it on.
22 Because, if not, you're awarding attorney's fees for
23 negligence, for conversion, for breach of contract. You are
24 going outside (indiscernible) going outside the meaning of
25 statute based on the (indiscernible).

1 So, if Your Honor would like -- like I said, I'm happy
2 to submit a supplemental brief on the issue of the
3 contingency fee or any other issues you think arose. But,
4 (indiscernible)

5 THE COURT: I think Mr. Lyle is correct in that the
6 contingency factor has to do with risk. Only thing I can
7 promise you at this point is that you'll have a decision
8 relatively quickly. Certainly will not take -- how many
9 months has it been since we tried this case?

10 MR. LYLE: I wasn't counting, Your Honor.

11 THE COURT: And that's a wonderful answer.

12 MR. LYLE: (Indiscernible) post-trial motions next week
13 (indiscernible).

14 MR. TRASK: Your Honor, you know, I was trying a
15 separate case at the exact same time this case was going
16 on ---

17 THE COURT: Yes, sir.

18 MR. TRASK: (Indiscernible) but I recall being in the
19 room when (indiscernible).

20 THE COURT: Expect something right about the 10th at the
21 latest, June 10th.

22 MR. LYLE: Thank you, Judge.

23 THE COURT: It's good to see you all.

24 MR. LYLE: You too.

25 THE COURT: And thank you for your patience with me.

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3 (THERE BEING NOTHING FURTHER, THIS HEARING CONCLUDED)

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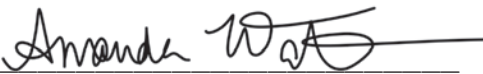
CERTIFICATE OF TRANSCRIBER

State of South Carolina

County of Richland

I, AMANDA WATSON, a court-approved transcriber, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in South Carolina Circuit Court 14, Richland, South Carolina, on the 2nd day of June, 2025.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

A handwritten signature in black ink, appearing to read "Amanda Watson", is written over a horizontal line.

AMANDA WATSON, TRANSCRIBER

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Milton G. Kimpson, Circuit Court Judge

Case No. 2022-CP-40-04419

Ansel Jamahl Postell,Respondent,

v.

Campus Advantage, Inc. and EMRES II
South Carolina, LLC d/b/a The Rowan, Appellants.

NOTICE OF APPEAL

Pursuant to Rule 203 of the South Carolina Appellate Court Rules, Appellants Campus Advantage, Inc. and EMRES II South Carolina, LLC d/b/a The Rowan, appeal the jury verdict entered on September 19, 2024, the Honorable Milton G. Kimpson's May 20, 2025 Order denying Appellants' Motion for Judgment Notwithstanding the Verdict and for a New Trial Absolute, or, in the alternative, for a New Trial Nisi Remittitur, and Judge Kimpson's June 10, 2025 Order granting Respondent's Motion for Attorney's Fees and Costs. Copies of the jury verdict and these orders are attached as Exhibits A, B, and C to this Notice. Further, a copy of this Notice of Appeal is simultaneously being filed in the Court of Common Pleas for Richland County.

(Signature page to follow)

ROA 001179

Respectfully submitted,

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June 18, 2025

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Jun 18 2025

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Milton G. Kimpson, Circuit Court Judge

Case No. 2022-CP-40-04419

Ansel Jamahl Postell,Respondent,

v.

Campus Advantage, Inc. and EMRES II
South Carolina, LLC d/b/a The Rowan,.....Appellants.

PROOF OF SERVICE

Pursuant to Rules 203 and 262(c)(2), SCACR, I certify that I have served Appellants Campus Advantage, Inc. and EMRES II South Carolina, LLC d/b/a The Rowan's Notice of Appeal on Ansel Jamahl Postell, by depositing a copy of it in the United States Mail, postage prepaid, on the 18th day of June, 2025 addressed to their attorney of record,

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(Signature page to follow)

ROA 001181

Respectfully submitted,

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June 18, 2025



THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Milton G. Kimpson, Circuit Judge

Appellate Case No. 2025-001220
Common Pleas Case No. 2022-CP-40-04419

Ansel Jamahl Postell,.....Respondent-Appellant,

v.

Campus Advantage, Inc. and EMRES II South Carolina, LLC d/b/a The
Rowan,.....Appellants-Respondents.

NOTICE OF CROSS-APPEAL

Ansel Jamahl Postell (hereinafter “Respondent-Appellant”) appeals from the orders of the Honorable Milton G. Kimpson filed May 20, June 10, and June 25, 2025. Copies of these orders are submitted to the Court of Appeals herewith. Respondent-Appellant received written notice of the entry of these orders on the day each was filed.

Appellants-Respondents served and filed their notice of appeal on June 18, 2025. The five-day time period to cross-appeal is less than seven days in length; thus, the Saturday and Sunday that fell within that period are not counted in determining it, Rule 263(a), SCACR, and this notice of cross-appeal is timely.

Served and filed this June 25, 2025.

Respectfully submitted,

/s/ Andrew S. Radeker

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