

**TREASURE ISLAND
YERBA BUENA ISLAND**

**ADDENDUM C TO THE RESIDENTIAL LEASE/RENTAL AGREEMENT
DATED XX/XX/ 20XX**

This Addendum C to the Residential Lease applies to the Residential Lease dated (XX/XX/20XX), by The John Stewart Company as Lessor, and each person signing below (collectively, Lessee), for the premises known as (address).

By signing this Addendum C, Lessor and Lessee agree as follows:

1. Paragraph III of the terms of the Residential Lease dated XX/XX/20XX is replaced by Paragraph III as set forth below;
2. Paragraph VII of the terms of the Residential Lease dated XX/XX/20XX is replaced by Paragraph VII as set forth below;
3. Paragraph XXII of the terms of the Residential Lease dated XX/XX/20XX is replaced by Paragraph XXII as set forth below;
4. If the Lessee executed Addendum Re: Change of Terms of Tenancy, then this Addendum C shall reinstate the terms of the Lessee's Residential Lease dated XX/XX/20XX that was in effect at the time just prior to the Lessee executing the Addendum Re: Change of Terms of Tenancy (subject to the changes set forth in this Addendum) and revoke and supersede Addendum Re: Change of Terms of Tenancy in its entirety.
5. If the Lessee executed an Addendum between July 1, 2010 – October 31, 2010 to Residential Lease, hereafter referred to as Addendum A; then this Addendum C shall revoke and supersede Addendum A in its entirety; and
6. If the Lessee executed an Addendum between November 1, 2010 – June 30, 2011 to Residential Lease, hereafter referred to as Addendum B; then this Addendum C shall revoke and supersede Addendum B in its entirety; and

ALL OTHER TERMS OF THE FOLLOWING: a) the Residential Lease dated XX/XX/20XX, the House Rules, Disclosures, Addendum, Acknowledgements and Agreements attached to the Residential Lease dated XX/XX/20XX SHALL REMAIN IN FULL FORCE AND EFFECT.

In the event of a conflict between the Residential Lease and any Addendum; the terms of this Addendum C shall control.

CHANGES TO PARAGRAPH III, VII AND PARAGRAPH XXII OF THE RESIDENTIAL LEASE DATED XX/XX/20XX:

1. PARAGRAPH III. TERM OF THE RESIDENTIAL LEASE DATED XX/XX/20XX SHALL BE REPLACED IN ITS ENTIRETY BY THE FOLLOWING TERMS:

- A. The term of the Residential Lease shall be month to month and continue on a month-to-month basis.
- B. Your current monthly rent is (current rent). If the Residential Lease is still in effect on a month-to month basis, the rent may be increased annually on each subsequent <Lease Month>. Although the Lessee's tenancy is not subject to the San Francisco Residential Rent Stabilization and Arbitration Ordinance, the annual rent increase shall be equivalent to the allowable annual increase announced by the San Francisco Residential Rent Stabilization and Arbitration Board in effect on the date of the rent increase.

Rent must be paid at the office of Lessor no later than the first day of each month in advance while the Residential Lease is in effect.

See Section IV of the Residential Lease for other rent payment provisions.

C. Lessee acknowledges that:

- 1. Lessor is a sublessee of the Treasure Island Development Authority ("TIDA"), which acquired a leasehold interest in Naval Station Treasure Island ("NSTI"), including the Premises, from the United States of America, acting by and through the Department of the Navy ("Navy"), under a Master Lease that predates Lessee's initial occupancy at The Villages at Treasure Island.
- 2. Residential use of the premises is an interim use, and Lessee's tenancy at NSTI under the Residential Lease (and any preceding residential leases between Lessor and Lessee) is not permanent.
- 3. Notwithstanding anything in the Residential Lease or this Addendum to the contrary, the Residential Lease and Lessee's right to occupy the premises shall terminate if the Master Lease between the Navy and TIDA terminates.

2. PARAGRAPH VII. USE AND OCCUPANCY IN THE RESIDENTIAL LEASE DATED XX/XX20XX SHALL BE REPLACED IN ITS ENTIRETY BY THE FOLLOWING TERMS:

The Lessee shall occupy said demised premises and shall keep the same in good condition including such improvements as be made thereon hereafter, the usual wear and tear excepted, and shall not make any alterations thereon without the written consent of the Lessor and shall not commit or suffer to be committed any

waste upon such premises. Lessee agrees to pay for any damage, including appliances and fixtures, caused by any act of negligence of himself or any member of his family or guest.

The premises are leased to the Lessee for the purpose of a residential dwelling. Lessee shall not use, or permit said premises, or any part thereof, to be used for any purpose or purposes other than the purpose for which the said premises are hereby leased.

Maximum occupancy of said premises is limited to those named on the lease.

All governmental laws and ordinances shall be complied with Lessee.

Minor Children Reaching Age of Majority: At the time a minor child occupying the premises reaches the age of majority/18 years of age ("Adult Child"), Lessee shall:

- (1) Request in writing that the Adult Child be identified for the purpose of adding the Adult Child as a Lessee to the Residential Lease;
 - (2) Lessee's Adult Child shall complete and deliver to Lessor a completed Lessor's rental application. Lessor shall process the application in accordance with standard procedures but if the Adult Child has resided on the premises at any time in the 12 months preceding the application, criminal and credit background checks will be waived;
 - (3) Lessee's Adult Child shall sign a Residential Lease/Rental Agreement or Addendum as required by Lessor within five (5) days of Lessor's written request including the Notice and Acknowledgement; and
 - (4) If an Adult Child is the child of a Post-DDA Tenant, that Adult Child will also be required to sign the Notice and Acknowledgement. Children of Post-DDA Tenants, including but not limited to Adult Children of Post-DDA Tenants, will not be entitled to any benefits under the Transition Housing Rules and Regulations.
3. PARAGRAPH XXII. ACKNOWLEDGEMENT OF INAPPLICABILITY of the San Francisco Residential Rent Stabilization and Arbitration Ordinance No. 276-79 (hereinafter called "Ordinance") IN THE RESIDENTIAL LEASE DATED XX/XX20XX SHALL BE REPLACED IN ITS ENTIRETY BY THE FOLLOWING: TERMS:

Lessee hereby acknowledges and agrees that because the rents for housing units on Treasure Island and Yerba Buena Island are set by a governmental authority the Treasure Island Development Authority, housing units on Treasure Island and Yerba Buena Island are exempt from the provisions of the San Francisco Rent Stabilization and Arbitration Ordinance. Notwithstanding the foregoing, (i) the Rent noted in Section III above will not be increased more than once annually by an amount or at a rate greater than as would be permitted under the Ordinance, and (ii) Lessor shall not seek to evict or otherwise recover possession of the Premises from the Lessee

unless such action is based on one of the reasons set forth below:

1. The Lessee has failed to pay the rent to which the Lessor is lawfully entitled under the oral or written agreement between the Lessor and Lessee or habitually pays the rent late or gives checks which are frequently returned because there are insufficient funds in the checking account; or
2. The Lessee has violated the lawful obligation or covenant of tenancy and failed to cure such violation after having received written notice thereof from the Lessor; or
3. The Lessee is committing or permitting to exist a nuisance in, or is causing substantial damage to, the rental unit, or is creating a substantial interference with the comfort, safety or enjoyment of the Lessor or tenant in the building, and the nature of such nuisance, damage or interference is specifically stated by the landlord in writing; or
4. The Lessee is using or permitting a rental unit to be used for any illegal purpose; or
5. The Lessee has, after written notice to cease, refused the Lessor access to the rental unit as required by state or local law; or
6. A subtenant or other person not approved by Lessor is occupying the rental unit; or
7. Lessee fails to sign a new Rental Agreement for the premises or for a temporary rental unit or a Transition Unit or fails to sign any Addendums including, but not limited to, an Addendum for a temporary rental unit; provided, that the Rental Agreement and/or Addendum is substantially similar to the Rental Agreement or Addendum in effect at that time and, conforms, to the extent applicable, with Sections IV.B and/or V.F of the Transition Housing Rules and Regulations; or
8. A Federal, State or Local governmental entity or department has determined that the premises or the Project grounds pose a health or safety risk to Tenant or other residents and requires evacuation of the premises; or
9. For the grounds specified in Section XII.A of the Transition Housing Rules and Regulations adopted by the Treasure Island Development Authority on April 23, 2011, as amended from time to time.

This provision is not intended to impose, nor shall it be construed as requiring, Compliance with any of the procedural or administrative requirements of the Ordinance. Tenant further acknowledges and agrees that nothing herein shall impose the jurisdiction of the Ordinance on this Lease, nor is it intended to imply that any rules, policies or precedents of the Ordinance apply to this Lease.

IN WITNESS WHEREOF, the Landlord and the Tenant have executed this Addendum C as of the date and year executed below.

TREASURE ISLAND / YERBA BUENA ISLAND LANDLORD:

The John Stewart Company

By: _____
Administrator (Date)

Original Lessee:

<Lessee Name> Lessee: _____ Date: _____

<Lessee Name> Lessee: _____ Date: _____

<Lessee Name> Lessee: _____ Date: _____

<Lessee Name> Lessee: _____ Date: _____

Post-DDA Lessee:

<Post-DDA Lessee> Lessee: _____ Date: _____

<Post-DDA Lessee> Lessee: _____ Date: _____

<Post-DDA Lessee> Lessee: _____ Date: _____

<Post-DDA Lessee> Lessee: _____ Date: _____