

**EXHIBIT A**

**ADDENDUM TO APARTMENT LEASE  
SECTION 42**

THIS ADDENDUM is being attached to, and incorporated by reference in, that certain Apartment Lease (the "Lease") between the Landlord and the Tenant for the purpose of modifying certain terms and conditions of the Lease. The parties agree that, if any terms of the Lease and this Addendum are inconsistent, the term set forth on this Addendum shall govern.

Low-Income Housing Credit The premises are to be operated in accordance with the requirements of the low-income housing credit program under Section 42 of the Internal Revenue Code of 1986, as subject to the requirements that must be met under the Program in order for Landlord to qualify to take the cost of the premises into basis for calculation of Landlord's tax credit. Tenant shall cooperate with all Landlord requirements related to such compliance and the Program.

Full time Student Household Tenant acknowledges that households entirely comprised of full time students are not eligible unless; married and have filed a joint tax return; single parent(s) with minor child(ren) and both the parent(s) and child(ren) are not a dependents of a third party; at least one member of the household receives assistance under Title IV of the Social Security Act; at least one member of the household is enrolled in a job training program receiving assistance under the Job Training Partnership Act, or similar federal, state, or local laws.

Permitted Occupants Only the following persons will be permitted to occupy the premises:

\_\_\_\_\_  
\_\_\_\_\_

Tenant shall not allow any other person to move into the premises without Landlord's prior written approval.

Income Certification Tenant has completed and executed an Income Certification Form prior to execution hereof, and shall complete and execute further Income Certification Forms at Landlord's request not less than annually hereafter. Upon request by Landlord, Tenant shall recertify Tenant's household income to Landlord or any governmental or quasi-governmental agency in a manner satisfactory to Landlord, and shall complete any and all other certifications and supply further documentation with respect to income and occupancy of the premises as may be reasonably requested by Landlord. Failure to provide accurate and timely income certification will constitute a breach of this lease.

Recertification Income Tenant acknowledges that the annual recertification of Tenant's household income must meet the limitations imposed by the Program for continued occupancy of the premises.

Information Supplied Tenant hereby certifies that the information supplied by Tenant to Landlord that was taken into consideration by Landlord in determining Tenant's qualifications to rent the premises, including Tenant's Application, Income Certifications and Recertification, is accurate, complete and true in all respects.

Excess Rents If it is determined that the premises are not a qualified low-income unit under Section 42 (1) (3) of the Internal Revenue Code because the rent paid by Tenant, plus the applicable utility allowance, for the lease term exceeds the maximum rent allowed under Section 42 of the Internal Revenue Code, then Landlord shall immediately pay to "Tenant the amount of such excess, with interest. If tenant no longer occupies the premises when the excess rent determination is made, Landlord shall use its best efforts to locate Tenant for Purposes of repaying the excess rent.

Increased Income If, upon annual recertification, tenant's household income exceeds 140% of the applicable Program limit, Landlord may elect not to renew this Lease upon thirty (30) days written notice to Tenant.

Rent Increase Tenant acknowledges that Landlord may revise the rents based on changes in the HUD area median income for the county in which the property is located.

Certain Changes Tenant shall notify Landlord immediately in writing if Tenant's household size changes, his or her income increases, Tenant become(s) a full-time student, or begins to receive HUD assistance. Landlord may elect not to renew this Lease if tenant becomes a student and Landlord determines that Tenant's student status would disqualify the premises under the Program. Landlord may adjust Tenant's rent and/or utility allowance to reflect Tenant's status if Tenant becomes a HUD assisted tenant.

Intent to Vacate After the first full year of the lease term, Tenant may notify Landlord of intent to vacate upon thirty (30) days written notice during the months of March through October. During the months of November through February a ninety (90) day notice is required.

Misrepresentation Tenant's misrepresentation of any information or tenant's failure to supply required information requested by the Landlord or Tenant's failure to perform any action which may be required by the covenants or provisions of the Lease will constitute a basis for termination of the Lease.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ . 20\_\_\_\_.

ACCEPTED BY:

\_\_\_\_\_  
Applicant/Tenant

\_\_\_\_\_  
Applicant/Tenant