

ATTACHMENT A
TO LEASE AGREEMENT

The following terms and provisions are incorporated into and made a part of the Lease Agreement to which it is attached.

38.1. Nondiscrimination. The Lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this Lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the Lessee himself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.

38.2 Annual Income Verification. Tenant agrees to provide Landlord, through the Broker, a certificate of income for the purpose of allowing Landlord to determine whether or not Tenant qualifies as a Lower Income Tenant or Very Low Income Tenant. Such certification shall be accompanied by at least two of the following (unless waived by the Landlord):

- (i) two (2) paycheck stubs from the person's two (2) most recent pay periods.
- (ii) a true copy of an income tax return from the person for the most recent tax year in which a return was filed.
- (iii) an income verification certification from the employer of the person.
- (iv) an income verification certification from the Social Security Administration and/or the California Department of Social Services if the person receives assistance from such agencies.

38.3. No Continued Occupancy by Non-Tenants. Notwithstanding any other provision of this Lease, no person occupying the Property with or without the consent of the Agency who is not a signatory hereto (the "Named Tenants") shall have any right to continue to occupy the Property after the Named Tenants have vacated the Property. No person other than the Named Tenants shall have any rights under this Lease Agreement.

38.4. Termination For Exceeding Income Limits. Tenant agrees that Agency has made the Property available for rent by persons or families who qualify as lower-income or very low income persons or families in order to satisfy the Agency's obligation to provide housing for such persons and families and that the California Legislature has declared such purpose to be an important public purpose of the Agency. In order to further this important public purpose, Tenant agrees that in the event Tenant's annual income, based on the Annual Income Verification filed pursuant to

Section 38.2, exceeds 80% of the Area Median Income but is less than the Area Median Income, Tenant will vacate the Property within twelve months of the filing of the Annual Income Verification, unless during such twelve month period Tenant files a subsequent Annual Income Verification demonstrating to the satisfaction of the Agency that such Tenant's income no longer exceeds 80% of the Area Median Income. Tenant further agrees that in the event Tenant's Annual Income exceeds the Area Median Income, Tenant will vacate the Property within sixty days of notice from the Agency.

Tenant

Broker
