

TWIN CREEK'S POLICIES AND PROCEDURES PURSUANT TO THE SERVICEMEMBERS CIVIL RELIEF ACT ("SCRA")

This document sets forth Twin Creek Apartment, LLC's ("Twin Creek") policies and procedures (the "Policy") with respect to the Servicemembers Civil Relief Act ("SCRA"). The Policy shall apply to Twin Creek and all of its agents.

I. DEFINITIONS

- A. "Servicemember": The term "servicemember" under the SCRA means a member of the uniformed services. This includes members of:
1. The five military branches (e.g., the Army, Navy, Air Force Marine Corp, and Coast Guard);
 2. The commissioned corps of the National Oceanic and Atmospheric Administration; and
 3. The commissioned corps of the Public Health Service.
- B. "Military service": The term "military service" is defined under the SCRA as including:
1. Full-time active duty service of a member of the five military branches (the Army, Navy, Air Force, Marine Corps, or Coast Guard);
 2. Active service by members of the National Guard on federal orders for a period of more than 30 days; and
 3. Active service by commissioned officers of the Public Health Service or the National Oceanic and Atmospheric Administration.
- Servicemembers who are absent from duty because of sickness, wounds, leave, or another lawful reason are also protected by the SCRA.
- C. "Military Orders": The term "military orders" means official military orders. The term also includes any notification, certification, or verification from a servicemember's commanding officer that involves the servicemember's current or future military duty status.
- D. "Dependents": The SCRA also provides certain benefits and protections to servicemember dependents. The term "dependent" includes a servicemember's spouse, children, and any other person for whom the servicemember has provided more than half of that person's financial support for the past 180 days.

II. LEASE TERMINATION ELIGIBILITY UNDER § 3955 THE SCRA

The SCRA allows a qualifying lessee to terminate his or her residential lease for reasons related to military service. As a result, Twin Creek shall permit a lessee to terminate his or her

residential lease at any time after one or more lessees of that unit enters military service. Twin Creek shall also permit a lessee to terminate a lease when one or more lessees is in military service, executes a lease, and then receives military orders for a permanent change of station or for military deployment for 90 days or longer.

If a lessee terminates his or her lease under this Policy, the lessee's dependents have no further obligations under the lease.

III. LEASE TERMINATION PROCEDURE

Twin Creek shall accept termination of an eligible servicemember's lease by delivery to Twin Creek or Twin Creek's agent of written notice of termination and a copy of military orders (to include any notification, certification, or verification from the servicemember's commanding officer or other document prepared exclusively by a branch of the military or the Department of Defense demonstrating that the lessee is eligible for lease termination). Delivery may be made by:

1. hand delivery,
2. private business carrier,
3. U.S. mail,
4. electronic mail, or
5. text message

Delivery should be made to the individual whose contact information is provided in Section VI of this Policy.

IV. TERMS OF LEASE TERMINATION

- A. Twin Creek shall set the effective date of the eligible servicemember's lease termination as no later than 30 days after the first date on which the next rental payment is due and payable after the date on which the notice of termination is delivered as outlined above. For example:

Jane Servicemember receives Permanent Change of Station ("PCS") orders to transfer from Iowa to Texas. She gives her landlord written notice of her intent to terminate her apartment lease and a copy of her PCS orders on September 18th. Her next rent payment is due on October 1st. The effective date of the lease termination will be Halloween—October 31st.

- B. Twin Creek shall not require an eligible servicemember to repay rent concessions or other lease discounts or incentives received at lease signing when the servicemember terminates his or her lease pursuant to the SCRA.

V. CHARGES TO LESSEE UPON TERMINATION OF LEASE

- A. *Early termination charges:* Twin Creek shall not impose an early termination charge when a lessee terminates his or her lease pursuant to the SCRA. Twin Creek also

shall not charge concession payback charges.

- B. *Unpaid rental amounts:* For rental amounts that are unpaid for the period prior to the effective date of the lease termination under the SCRA, Twin Creek shall require the lessee to pay these amounts on a prorated basis.
- C. *Other charges:* A lessee who terminates his or her lease pursuant to the SCRA may be responsible for payment of any taxes, summonses, or other obligation and liabilities of the lessee in accordance with the terms of the lease, including reasonable charges to the lessee for excess wear, that are due and unpaid at the time of termination of the lease. If the lessee paid any rent amounts in advance for a period after the effective date of the lease termination, Twin Creek shall pay back that amount to the lessee within 30 days of the effective date of the lease termination.

VI. **DESIGNATED CONTACTS FOR SERVICEMEMBERS**

Twin Creek has designated Cindy Dropinski as responsible for the intake of and response to servicemembers' inquiries regarding the SCRA. This individual may be contacted at:

Cindy Dropinski C/O
Twin Creek Apartments
4002 Raynor Parkway
Bellevue, Ne 68123
402-932-1766
TwinCreek.Manager@SCBodner.com

Servicemembers may also find additional information about Twin Creek's compliance with the SCRA on our website, www.paviliontwincreek.com.