

RENTAL AGREEMENT

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ALIZE

THIS RENTAL AGREEMENT ("Agreement"), entered into this 8 Day of February, 2003
by and between Alize Apartments (hereinafter "Landlord"), as Authorized Agent for Owner),
and Michael Laham Elana Laham
(hereinafter "Resident"), in consideration of their mutual promises, agree to the following:

1. The term hereof shall commence on

Day 8 Month February Year 2003, continue through and until
Day 29 Month February Year 2004

UPON THE EXPIRATION OF THE ORIGINAL TERM, THIS AGREEMENT WILL CONTINUE ON A MONTH-TO-MONTH BASIS THEREAFTER (WITH ALL OTHER TERMS AND CONDITIONS OF THIS ORIGINAL AGREEMENT REMAINING THE SAME), UNTIL EITHER PARTY HERETO SHALL TERMINATE SAME BY GIVING THE OTHER THIRTY (30) DAYS' ADVANCE WRITTEN NOTICE AS SUCH, DELIVERED PURSUANT TO PARAGRAPH 26 BELOW.

2. Rent

(a) ~~Rental Amount~~ Resident agrees to rent from Landlord, for residential use only, the apartment unit located at 2 Enterprise 8316, commonly known as Alize Apartments (hereinafter "Premises"), for the monthly rental amount of One Thousand Five Hundred Seventy Dollars \$ 1,570.00 ("Rent"). Landlord and Resident each acknowledges and agrees that all monetary obligations of Resident under this lease, including without limitation all late charges, dishonored check charges and payments due Landlord pursuant to Resident's indemnity obligations under this lease shall constitute "rent" as such term is used in Section 1161(2) of the California Code of Civil Procedure and Section 1950.5(b)(1) of the California Civil Code.

(b) **Payment of Rent.** Rent is due and payable in advance on the first (1st) day of each and every month. If Resident is not in default, rent payments may be made by check, money order or cashier's check. Rent paid after the fourth (4th) day of the month must be paid in a cashier's check or money order and must include the late fee set forth in paragraph 2(c) below and/or the dishonored check charge set forth in paragraph 2(d) below, as applicable. Upon Resident's failure to timely pay Rent or any other amount due under this lease during the term of this lease, or if Resident's personal check is dishonored by Resident's bank for insufficient funds, Landlord may require that all future payments under this lease be by cashier's check or money order. All payments of Resident due under this lease are to be delivered to any authorized management staff member or the person(s) authorized to manage the Premises and receive payments at the following address:

Alize Apartments (Name of Rental Community)
2 Enterprise (Street Address)
Aliso Viejo, Ca 92656 (City, State, Zip)
949-716-5600 (Telephone Number)
Attention: Authorized Management Staff Member

Hours available for payment in person:

From: 9am a.m. to: 6pm p.m., Monday through Friday
From: 9am a.m. to: 5pm p.m., Saturday
From: 12pm a.m. to: 5pm p.m., Sunday

[see also paragraph 14 of lease which references business hours]

Twenty-four hour drop box is available at said address.

(c) **Late Charge.** Any payment of Rent shall be delinquent if not received by Landlord by the fourth (4th) day of the month. If any payment of Rent is not received before the close of normal business hours (as specified in paragraph 14 below) on the fourth (4th) day of the month, Resident agrees to pay as additional rent a late charge of Twenty-Five and No/100 Dollars (\$25.00), which charge shall become due and payable immediately. Resident and Landlord agree that it would be impracticable or extremely difficult to determine the actual damages sustained by Landlord for a late payment of Rent by Resident, and accordingly agree that the late charges set forth herein represent a fair and reasonable estimate of the costs that Landlord will incur by reason of late payment of Rent by Resident. Landlord's acceptance of any late charges does not mean that Landlord has waived Resident's default concerning the overdue amount, nor does it prevent Landlord from exercising any of the other rights and remedies Landlord may have against Resident.

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RESIDENT ACKNOWLEDGES THAT, PURSUANT TO PARAGRAPH 1 OF THIS LEASE, UPON THE EXPIRATION OF THE ORIGINAL TERM, THIS AGREEMENT WILL CONTINUE ON A MONTH-TO-MONTH BASIS THEREAFTER (WITH ALL OTHER TERMS AND CONDITIONS OF THIS ORIGINAL AGREEMENT REMAINING THE SAME), UNTIL EITHER PARTY HERETO SHALL TERMINATE SAME BY GIVING THE OTHER THIRTY (30) DAYS' ADVANCE WRITTEN NOTICE AS SUCH, DELIVERED PURSUANT TO PARAGRAPH 26 OF THIS LEASE.

LANDLORD:

Alize Apartments

Owner or Landlord as Authorized Agent

Signature

Erin Hilgert

Name Printed or Typed

RESIDENT: Name and Date

Michael Laham

Michael Laham

April 2003**Staff**

Erin Hilgert Manager
Vanessa Nicholas Assistant Manager
Bettina Kraettli, Jeanette Marmo,
Alice Carey, Michael Hunter Leasing
Carol Caito Events Coordinator
Melissa Winter Bookkeeper
Tony Sportelli Maintenance Director
Fidel Rodriguez Assistant
Maintenance Director
Angel Valdez Maintenance
Rudolfo Gonzales Painter
Lorenza Peres, Lilia Armijo,
Ramona Diaz Housekeepers
Miguel Giles Porter

Office Hours

Monday, Tuesday,
Thursday, Friday 9 am-6 pm
Wednesday 8 am-8 pm
Saturday 9 am-5 pm
Sunday 12-5 pm

Courtesy Patrol
1-800-883-3880