In order to evaluate your application for tenancy with Owen Creek, an Arkansas limited liability company (the "Community"), the Community and its management company, Riverstone Communities, LLC, a Michigan limited liability company, request authorization to request consumer credit reports from a consumer reporting agency (Credit Reporting Agency Name: Boom Pay, Inc. Mailing Address: 1401 Lavaca St. #1036, Austin, TX 78701) for each potential tenant who is age 18 and over.

The Community will charge $75 for each consumer credit report obtained in connection with your application for tenancy.

You understand that by clicking on the I AGREE button immediately following this notice, you are:

- Asserting that each potential tenant over age 18 (including yourself):

  - § Hereby provides "Written instructions" under the Fair Credit Reporting Act authorizing the Community to obtain information from such potential tenant's personal credit report or other information from a consumer reporting agency.

  - § Authorizes the Community to obtain such information to conduct an analysis of eligibility for tenancy at the Community.

  - § Acknowledges, understands, and agrees that the Community's request for his or her consumer report may appear on the inquiries section of such potential tenant's consumer report, and therefore may result in a "hard inquiry," which may affect the potential tenant's credit score.

  - § Understands, acknowledges, and agrees that the consumer report may contain information bearing on credit worthiness, credit standing, credit capacity, and may be used or expected to be used or collected in whole or in part for the purpose of serving as a factor in establishing eligibility for credit. To the extent allowable by law, the types of information that may be obtained include, but are not limited to: social security number verifications; address history; public court records; credit reports and history; and other information bearing on character, general reputation, personal characteristics, mode of living and credit standing.

  - § FOR APPLICANTS FOR NEW YORK PROPERTIES: Understands, acknowledges, and agrees that upon request by a potential tenant, the Community will inform the requesting potential tenant whether a consumer credit report was requested and, if so, the name and address of the consumer reporting agency that furnished such report.

  - § Authorizes the Community to verify information in the application, and agrees that the Community may contact third parties to verify any such information.

o Asserting that you understand, acknowledge, and agree that under the Fair Credit Reporting Act, any person who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses is subject to fine and imprisonment for not more than 2 years (or both).

o You agree to indemnify, defend and hold harmless the Community and each of its respective Affiliates, officers, employees, directors, partners, members, managers and agents (each an “Indemnified Party”) from and against any and all costs, expenses, losses, claims, damages, and liabilities incurred by such Indemnified Party to the extent that such cost, expense, loss, claim, damage, or liability arose out of, or was imposed upon, such Indemnified Party as a result of your breach of your assertion that each potential tenant age 18 and above has provided the express authority provided above.