

Exhibit B
AGREEMENT PRECEDING OCCUPANCY

This Agreement Preceding Occupancy (this "Agreement") is made as of _____, 2024, between _____ ("Resident") and SZ Oxford Apartments LLC, d/b/a Lark Oxford ("Owner").

WHEREAS, Resident wishes to reside at Owner's apartment community known as "Lark Oxford" (the "Property") under an agreement between Resident and the University of Mississippi (the "University"), which in turn has licensed use of apartment spaces at the Property for use by its students; and

WHEREAS, as a further condition of granting occupancy to Resident, Owner requires Resident's agreement to the terms below.

NOW, THEREFORE, in consideration of Resident's receipt of occupancy and for other good and valuable consideration, and without limiting any rights or obligations of the parties under Resident's agreement with the University with respect to use of the Property or any other rules or policies applicable to Resident's use of the Property, Resident agrees for the benefit of Owner as follows:

1. **Not a Lease; Housing Agreement and Rules.** This Agreement is not a lease or rental agreement. Resident's occupancy rights at the Property will be granted under and subject to Resident's own agreement with the University. Resident has read and agrees to abide by all of the terms and conditions of the Housing Agreement between Owner and the University. Resident has read and agrees to abide by the Owner's Community policies referenced therein.
2. **Prohibitions.** Firearms, weapons, explosives and illegal drugs of any kind are strictly prohibited anywhere on or about the Property, including individual apartments and bedroom spaces (except government-issued service weapons carried by duly deputized law enforcement personnel). No gas or charcoal grill, nor any other open flame cooking or heating device, may be stored or used on any balcony, deck and/or patio at the Property, except on the ground at least 25 feet from any building. Resident will, and will cause Resident's Guests (as defined below) to: (a) comply with all federal, state, parish and city laws, ordinances and/or regulations, including without limitation those relating to the consumption of alcoholic beverages; (b) not act in any way that endangers the Property or the safety of any person, or that is intended to facilitate criminal activity; (c) not engage in disruptive conduct or allow any noise loud enough to be heard outside the apartment or in neighboring apartments assuming doors and windows were closed; (d) not place or keep any trash outside of the apartment, including on any balcony, deck or patio; (e) not damage, take or possess any property belonging to others without express consent; (f) not tamper or interfere with smoke detectors, sprinklers or fire alarms; (g) not injure the reputation of the Property or its residents, (h) not act or fail to act in any way that would cause an increase in the rate of insurance at the Property; (i) not engage in any activity which interferes with or decreases the use and enjoyment of the Property by other residents; and (j) otherwise obey the Community Policies and other rules applicable to the Property. Any single violation of any of the foregoing will be good cause, at Owner's election, for termination of Resident's right of occupancy. Nothing in this section is intended to infringe upon the Resident's first amendment rights.
3. **Damage; Guests; Required Liability Insurance; Personal Property.** Resident is responsible for the conduct of Resident's guests, visitors, licensees and invitees ("Guests"), including without limitation harm to individuals or damage or defacement of any part of the Property or its fixtures or property of third parties (including other residents) by such Guests. During all times when Resident occupies a space at the Property, Resident agrees to obtain and maintain at Resident's expense and to furnish acceptable evidence to Owner of a policy of personal liability insurance (i.e., renter's liability insurance) from a licensed insurance carrier in the United States, with coverage of at least \$100,000 per occurrence at actual replacement cost, covering Owner's losses of any kind arising from fire, smoke or water and caused by Resident's negligence and/or by Resident's animal if applicable. Owner also strongly recommends that Resident maintain insurance covering Resident's personal property or belongings, which Resident may elect to purchase. Neither Owner nor any of its employees, representatives or agents will have any liability, directly or indirectly, for loss or damage to the personal property of Resident or others by fire, theft or any other cause. Any personal property remaining in the Resident's assigned bedroom space and/or apartment at the end of the term of occupancy or earlier termination will be considered abandoned by Resident and may be disposed of by Owner at the risk and expense of Resident, Owner will not be liable or responsible for storage or disposition of the Resident's personal property.

4. **Assumption of Risks: Liability.** Resident ASSUMES ALL RISKS associated with use of the Property, and to the full extent permitted by law, agrees to hold harmless, release, defend and indemnify Owner and its affiliates, members, partners, officers, agents, management company and its and their respective employees ("Released Parties") from all loss, liability and/or claims for injury, illness or death to persons or damage or theft to property, arising in whole or in part from: (i) the negligent acts, omissions or intentional wrongdoing of Resident or his/her Guests; or (ii) the use, occupancy, presence at or other interaction with the Property or any part or contents thereof by Resident or his or her Guests. The Released Parties will not be liable for injury, damage or loss caused by actions or criminal conduct of other persons, including theft, assault, vandalism or other acts of third parties. Resident agrees to indemnify each Released Party for any injuries to Resident or any Guest or other person or property that arises in connection with occupancy or use by Resident or any Guest of Resident. Resident further agrees to reimburse, indemnify and hold harmless Released Parties from any and all claims, lawsuits, actions, costs, damages (including liquidated damages as specified) or losses, including reasonable attorneys' fees and costs and expenses, that a Released Party incurs or may incur as a result of any breach of this Agreement by Resident. The foregoing paragraph will be binding to the fullest extent permitted by law.
5. **Safety Precautions.** Resident acknowledges that neither Owner nor any of its agents, employees or representatives has made any representations or warranties, either written or oral, concerning the safety of the Property, the bedroom space or any apartment, or the effectiveness or operability of any security devices or safety, health or security measures at the Property, the bedroom space or any apartment. Resident acknowledges that Owner neither warrants nor guarantees the safety or security of residents or their Guests against any criminal or wrongful acts of third parties. Resident and his or her Guests are responsible for protecting their own respective person and property and hereby release Owner and its agents, employees and representatives for any and all damage to person and property. Owner's safety measures are neither a warranty of safety nor a guaranty against crime or of a reduced risk of crime. Resident acknowledges that security devices or measures may be changed or removed by Owner without notice or compensation, and/or may fail or be thwarted by criminals or by electrical or mechanical malfunctions. Therefore, Resident will not rely solely on such devices or measures and will take appropriate steps to protect themselves and their property notwithstanding these devices. Resident agrees to immediately notify Owner's representative of any malfunctions involving locks and life-safety building components. Should Resident become seriously injured or imperiled at the Property, Resident authorizes Owner and its agents to call 911 Emergency at Resident's expense, without legal obligation to do so.
6. **DISPUTE RESOLUTION; MANDATORY ARBITRATION; CLASS-ACTION WAIVER.**
- (a) **Claims Subject to Arbitration.** Except as expressly provided below, the parties agree that to the fullest extent permitted by applicable law, any dispute arising out of or relating in any way to this Agreement or a similar prior agreement, the Property or the relationship between Resident and Owner or Manager (including matters occurring prior to the date of this Agreement and disputes also involving third parties) (collectively, "Claims") will, at the election of either party, be resolved by arbitration, including any dispute about arbitrability, such as scope and enforceability.
- (b) **Arbitration Process.** Any arbitration will be conducted pursuant to the applicable rules (the "Arbitration Rules") of the American Arbitration Association, as modified herein, to the extent such modifications are not prohibited by the Arbitration Rules. The arbitration will be conducted in Jackson, Mississippi. The parties will select a single arbitrator, but in the event that the parties are unable to agree, the arbitrator will be appointed pursuant to the Arbitration Rules. The arbitrator will be a practicing attorney with significant expertise in litigating and/or presiding over cases involving the substantive legal areas involved in the dispute. The parties to the arbitration will not request, and the arbitrator will not order, that any discovery be taken or provided, including depositions, interrogatories or document requests, except to the extent the amount in controversy exceeds \$50,000. The arbitration will be concluded within three months of the date the arbitrator is appointed. The arbitrator's findings, reasoning, decision, and award will be stated in writing and based upon applicable law. Judgment on the arbitration award may be entered in any court having jurisdiction. In the event that the arbitration results in an award which imposes an injunction or contains a monetary award in excess of \$100,000, the award will be reviewable on appeal initiated by filing notice of appeal with the AAA office within 30 days of the award, governed by the AAA Optional Appellate Arbitration Rules and conducted by a panel of three new arbitrators, ruling by majority, under the procedure for appointment from the national roster of arbitrators. Unless the applicable Arbitration Rules require otherwise, arbitration fees and costs will be shared equally by the claimant(s) and respondent(s), respectively, in any

arbitration proceeding. Should the AAA be unavailable, unable or unwilling to accept and administer the arbitration of any claim under these arbitration provisions as written, the parties will agree on a substitute arbitration organization, such as JAMS, that will enforce the arbitration provisions as written. *Because this Agreement memorializes a transaction in interstate commerce, the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. More information about arbitration, including the Arbitration Rules, is available at www.adr.org or by calling 1-800-778-7879.*

- (c) **Matters Excluded from Arbitration.** The following matters will not be subject to arbitration but will instead be adjudicated in the courts of Lafayette County, Mississippi or such other court in which jurisdiction and venue are proper: (a) an action for possession or for injunctive remedies provided under applicable landlord-tenant laws or to enforce intellectual property rights; (b) a suit by Owner or its assignee for collection of amounts owed by Resident under this Agreement; and (c) any claim or dispute for which applicable law (as determined by a binding court decision) or the applicable arbitration rules do not permit arbitration and require adjudication in a specific civil court. Matters within the jurisdiction of an applicable small claims court may also be brought in that court in lieu of arbitration.
 - (d) **Right to Opt Out of Arbitration.** RESIDENT MAY OPT OUT OF THE FOREGOING ARBITRATION PROVISIONS BY SENDING EXPRESS WRITTEN NOTICE (VIA CERTIFIED US MAIL OR RECOGNIZED COURIER SERVICE) ELECTING TO OPT OUT OF ARBITRATION PROVISIONS, WITHIN 30 DAYS OF RESIDENT'S EXECUTION OF THIS AGREEMENT, to: The Scion Group Legal Department, 401 N. Michigan Ave., Suite 400, Chicago IL 60611. Resident will continue to be bound by any other arbitration provision Resident did not opt out of.
 - (e) **Applicable Law; Attorney Fees.** All claims and disputes, including those adjudicated in arbitration or in court, will be governed by the internal laws of the State of Mississippi with respect to contracts made or events occurring therein. Unless prohibited by applicable law, the substantially prevailing party in any dispute between the parties (including in arbitration) may recover their reasonable costs and fees incurred in connection with such matter, including reasonable attorneys' fees to the extent permitted by law.
 - (f) **Class Action Waiver.** **THE PARTIES AGREE THAT ANY CLAIMS WILL BE ADJUDICATED ON AN INDIVIDUAL BASIS, AND EACH WAIVES THE RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE, PAGA, OR OTHER JOINT ACTION WITH RESPECT TO THE CLAIMS.**
 - (g) **Waiver of Jury Trial.** **THE PARTIES KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL FOR CLAIMS NOT SUBJECT TO ARBITRATION, WHICH WILL BE ADJUDICATED BY A JUDGE ONLY.**
 - (h) **Severability and Survival.** To the extent any provision of this paragraph 6 is found to be unenforceable, it will be severed so the parties' intent to arbitrate will survive and arbitration will proceed without such provision; provided that if the class-action waiver is found unenforceable for any reason, the arbitration provisions of this paragraph 6 will be void. All of the terms and provisions of this paragraph 6 will survive the termination or expiration of this Agreement.
6. **Survival.** This Agreement will continue in effect for all periods during which Resident occupies any part of the Property. The provisions of paragraphs 4, 5 and 6 will survive any termination or expiration of this Agreement or of Resident's occupancy.

IN WITNESS WHEREOF, Resident has read, understands and agrees to all of the terms of this Agreement Preceding Occupancy, as of the date written above.

Resident