

STATE OF WISCONSIN

CIRCUIT COURT
BRANCH 40

MILWAUKEE COUNTY

STATE OF WISCONSIN

17 West Main Street

Post Office Box 7857

Madison, Wisconsin 53707-7857,

Plaintiff,

v.

Case No. 17-CX-0003

Complex Forfeiture: 30109

Vision Property Management, LLC

1111 Belleview Street Suite 107

Columbia, South Carolina 29201,

VPM Holdings, LLC

1112 Price Avenue

Columbia, South Carolina 29201,

Alex Szkaradek

116 Twelve Oaks Lane

Lexington, South Carolina 29072,

AMARIN, LLC

16 Berry Hill Road, Suite 200

Columbia, South Carolina 29210,

ACM Vision V, LLC

Post Office Box 488

Columbia, South Carolina 29201,

ACP 1, LLC

1112 Price Avenue

Columbia, South Carolina 29201,

ACP 3, LLC

Post Office Box 488

Columbia, South Carolina 29201,

ARG Property Group, LLC
Registered Agent Michael Alex Payne
1517 Centre Place Drive, Suite 250
Denton, Texas 76205,

Alan Investments III, LLC
Post Office Box 488
Columbia, South Carolina 29201,

ARNOSA Group, LLC
Post Office Box 488
Columbia, South Carolina 29201,

BAT Holdings One, LLC
1112 Price Avenue
Columbia, South Carolina 29201,

BAT Holdings Two, LLC
1112 Price Avenue
Columbia, South Carolina 29201,

BAT Holdings Seven, LLC
1112 Price Avenue
Columbia, South Carolina 29201,

BAT Holdings Eight, LLC
1112 Price Avenue
Columbia, South Carolina 29201,

Boom SC, LLC
16 Berryhill Road
Columbia, South Carolina 29210,

Flat Iron Holdings, LLC
2915 East Baseline Road, Suite 109
Gilbert, Arizona 85234,

Harvest Meadow, LLC
27250 Via Industria, Suite A
Temecula, California 92591,

KAJA Holdings, LLC
Post Office Box 488
Columbia, South Carolina 29201,

KAJA Holdings 2, LLC
Post Office Box 488
Columbia, South Carolina 29201,

Jolek 2, LLC
Post Office Box 488
Columbia, South Carolina 29202,

M155, LP
1112 Price Avenue
Columbia, South Carolina 29201,

M165, LP
16 Berryhill Road
Columbia, South Carolina 29210,

MIKA 2, LLC
Post Office Box 488
Columbia, South Carolina 29201,

Minnowa, LLC
1112 Price Avenue
Columbia, South Carolina 29201,

Mom Haven 6, LP
1112 Price Avenue
Columbia, South Carolina 29201,

Mom Haven 9, LLC
1112 Price Avenue
Columbia, South Carolina 29201,

Mom Haven 13, LP
Hubco Registered Agent Services, Inc.
901 South Whitney Way
Madison, Wisconsin 53711,

Mom Haven 14, LP
Hubco Registered Agent Services, Inc.
901 South Whitney Way
Madison, Wisconsin 53711,

Newbridge Capital Management, LLC
Post Office Box 488
Columbia, South Carolina 29201,

PA Seven, LLC
100 Marlyn Street
Philadelphia, Pennsylvania 19151,

Pimar, LLC
1112 Price Avenue
Columbia, South Carolina 29201,

RV Holdings One, LLC
1112 Price Avenue
Columbia, South Carolina 29201,

RV Holdings Two, LLC
1112 Price Avenue
Columbia, South Carolina 29201,

RV Holdings Three, LLC
1112 Price Avenue
Columbia, South Carolina 29201,

RVFM 1, LLC
1112 Price Avenue
Columbia, South Carolina 29201,

RVFM 4, LLC
1112 Price Avenue
Columbia, South Carolina 29201,

RVFM 8, LLC
1112 Price Avenue
Columbia, South Carolina 29201,

RVFM 9, LLC
1112 Price Avenue
Columbia, South Carolina 29201,

RVFM 11 Series, LLC
Post Office Box 488
Columbia, South Carolina 29201,

and

RVFM 13 Series, LLC
Post Office Box 488
Columbia, South Carolina 29201,

Defendants.

FIRST AMENDED COMPLAINT

INTRODUCTION

The State of Wisconsin brings this enforcement action against Defendants Vision Property Management, LLC, VPM Holdings, LLC, Alex Szkaradek, and all their affiliated entities for their false, misleading and deceptive business scheme to induce Wisconsin consumers to lease, rent or purchase uninhabitable properties, to their economic detriment. Defendants' scheme includes the leasing, renting and selling of properties with mold, sewage in the basement, without electricity and running water to name but a few examples. Defendants purposely and systematically target low income consumers and consumers with compromised credit, who lack the means to secure housing from more conventional routes.

Defendants' unlawful contracts illegally shift the burden of rendering these properties inhabitable to the tenant. If tenants fail to make the necessary repairs, often due to financial constraints, Defendants evict the tenant and repeat the cycle by renting the uninhabitable property to yet another unsuspecting Wisconsin consumer.

In addition to living under the threat of eviction, and as well as suffering eviction, Wisconsin tenants spend thousands of dollars rehabilitating Defendants' uninhabitable properties.

Defendants' business scheme fundamentally violates Wisconsin consumer law and should be stopped immediately, to prevent further irreparable harm. In support of its claims, the State alleges as follows:

PARTIES

1. Plaintiff, State of Wisconsin, is a sovereign state of the United States of America, with its principal offices located at the State Capitol in Madison, Wisconsin.

2. Defendant Vision Property Management, LLC is a South Carolina corporation with a principal office located at 111 Belleview Street, Suite 107, Columbia, South Carolina.

3. Since 2011, Vision has acquired approximately 200 properties in Wisconsin, including Milwaukee County.

4. Alex Szkaradek is a South Carolina resident.

5. The following entities have sold or leased properties affiliated with Vision in Wisconsin:

- ACM Vision V, LLC
- ACP1, LLC
- ACP 3, LLC
- Alan Investments III, LLC
- Amarin, LLC

- ARG Property, LLC
- ARNOSA Group, LLC
- BAT Holdings One, LLC
- BAT Holdings Two, LLC
- BAT Holdings Seven, LLC
- BAT Holdings Eight, LLC
- Boom SC, LLC
- Flatiron Holdings, LLC
- Harvest Meadow, LLC
- Jolek 2, LLC
- KAJA Holdings, LLC
- KAJA Holdings 2, LLC
- M155, LP
- M165, LP
- MOM Haven 6, LP
- MOM Haven 9, LP
- MOM Haven 13, LP
- MOM Haven 14, LP
- MIKA 2, LLC
- Minnowa, LLC
- Newbridge Capital Management, LLC
- PA Seven, LLC

- Pimar, LLC
- RV Holdings One, LLC
- RV Holdings Two, LLC
- RV Holdings Three, LLC
- RVFM 1, LLC
- RVFM 4, LLC
- RVFM 8, LLC
- RVFM 9, LLC
- RVFM 11 Series, LLC
- RVFM 13 Series, LLC
- Vision Property Management, LLC
- VPM Holdings, LLC

6. VPM Holdings, LLC is the managing member for all the above entities, a part from ACM Vision V, LLC, which is owned by Alex Szkaradek.

7. Vision Property Management and Alex Szkaradek are members of VPM Holdings, LLC.

8. VPM Holdings, LLC and Alex Szkaradek are members of each of the affiliated limited liability companies listed in par. 6 above.

9. Upon information and belief, all of these affiliated entities are merely alter egos of VPM Holdings, LLC, such that they constitute a singular entity for purposes of compliance with Wisconsin law.

10. Alex Szkaradek controlled or had the ability to control the conduct stated below and are therefore personally liable for violations of Wisconsin consumer law.

JURISDICTION AND VENUE

11. This action is brought pursuant to Wis. Stat. § 100.20(6) to enjoin and restrain violations of Wis. Stat. § 100.20, Wis. Admin. Code § ATCP 134, and to restore to any person any pecuniary losses suffered as a result of those violations; and pursuant to Wis. Stat. § 100.26(6), to recover civil forfeitures for those violations.

12. This action is brought under Wis. Stat. § 100.18(11)(d) to enforce and restrain violations of Wis. Stat. § 100.18(1), and to recover pecuniary losses suffered by Wisconsin consumers; and pursuant to Wis. Stat. § 100.26(4), to recover forfeitures for those violations.

13. This action is brought under Wis. Stat. § 220.04(10) to enforce and restrain violations of Wis. Stat. § 224.77, and to order rescission of any actions deemed unlawful.

14. Venue is proper in Milwaukee County pursuant to Wis. Stat. §§ 801.50(2)(a) and (c) because certain of the violations alleged herein occurred in Milwaukee County.

FACTS

I. DEFENDANTS' BUSINESS MODEL

15. Defendants commenced business in Wisconsin in 2011.

16. Defendants are in the business of purchasing, managing and selling one-to-four family residential properties nationwide, including Wisconsin.

17. Defendants acquire these properties from third-party lenders, servicers and/or investors, such as Fannie Mae, Freddie Mac and the Federal Housing Authority.

18. At an exact time known to Defendants, yet since at least 2011, Defendants have acquired at least 200 properties in multiple counties of Wisconsin.

19. Defendants rent, lease and sell these properties to Wisconsin consumers.

20. Defendants' business model morphed over the course of its tenure, and utilized numerous different contracts over time.

21. The business can be broken down into two main models. From 2011 to 2013, Defendants entered into what are commonly called "land contracts", and what Defendants termed "Contract for Deed" or "Agreement for Deed".

22. In 2013, Defendants switched to a Lease-To-Own model.

23. Under both models and all forms of their contract, Defendants require the tenant to take possession of the property "As Is".

24. Further under both iterations of the Defendants' business model, pursuant to standard form lease terms used in Defendants' contracts, tenants are required to rehabilitate the property, pay overdue taxes (sometimes years overdue), pay homestead insurance, and resolve any outstanding building code violations.

II. DEFENDANTS' CONTRACTS

A. LAND CONTRACT MODEL

1. Agreement for Deed/Promissory Note/Addendum To Agreement For Deed

25. From 2011 to 2013, Defendants used a set of documents termed "Agreement for Deed" and "Promissory Note" and "Addendum to Agreement for Deed" to sell properties to Wisconsin consumers pursuant to a land contract deal. (Exhibits. A, B and C).

26. Pursuant to this Agreement for Deed, the "party of the second part" or the buyer is required to resolve code violations and pay accrued taxes on the property. (Ex. A and C.)

27. The buyer is further required to bring the property up to habitability in a certain number of months. (Ex. A and C.)

28. The Agreement for Deed states Defendants are under no duty to inspect the premises prior to signing the contract. (Ex. A.)

29. The Agreement for Deed further states that if the buyer fails to perform the aforementioned tasks, the Defendants, and only the Defendants can "null and void, and terminate" the contract and remove the buyer or convert the contract to a month-to-month tenancy. (Ex. A.)

30. If Defendants exercise this purported right to remove the buyer, the Agreement for Deed states that buyer forfeits all improvements constructed, except that the buyer may receive "Special Equity" payment subject to certain conditions. (Ex. A.)

31. The buyer is eligible for a "Special Equity" payment if the premises has not "decreased in fair market value lower than the amount of the contract sale price."

(Ex. A.)

32. The Promissory Note sets out monthly payment, sometimes as long as 60 months, at an interest rate as high as 9.0499%. (Ex. C.)

33. When the buyer makes all the required payments and fulfills the covenants described in the Agreement for Deed, the document states that the title should transfer to the buyer.

B. LEASE-TO-OWN MODEL

2. Residential Lease with Option to Purchase Agreement (Triple-Net, Bondable Lease)

34. At a time known to Defendants, sometime in 2013, Defendants switched to the use of a contract called a "Lease Agreement with an Option to Purchase." (Triple-Net, Bondable Lease). (Ex. D.)

35. The Lease Agreement states the tenant acquires the property "As Is".

36. The Lease Agreement states the tenant is solely responsible for bringing the premises to a habitable condition within three months of executing the Lease Agreement.

37. The Lease Agreement states that the tenant may take possession of the property but may not occupy it until the premises is brought up to habitable condition.

38. Like its predecessor, the Lease Agreement requires the tenant to pay accrued taxes, resolve any outstanding code violations and purchase casualty and general liability insurance for the property.

39. The Lease Agreement states the Defendants can evict a tenant for failure to meet these contractual requirements.

40. Tenants are required to make a non-refundable monetary payment for the option to purchase the property at the end of the contract.

41. The lease allows for the tenant to covert to seller financing, if all the requirements and covenants of the Agreement have been fulfilled either upon expiration of the Agreement or upon the time the total credits paid towards the purchase price reaches the amount of 30% of the purchase price, whichever comes first.

3. Lease Agreement w/ Option to Purchase

42. At a time known to Defendants, sometime in late 2016, Defendants commenced using an agreement termed, "Lease Agreement w/ Option to Purchase" (LOP). (Ex. E.)

43. Like its predecessors, the LOP contract states the tenant acquires the property "As Is".

44. Specifically, the LOP contract states that the tenant "acknowledges that in return for monetary consideration towards a future option to purchase said premises,... the tenant acknowledges that the tenant has inspected the premises and agrees to take possession of said premises in "As-Is" condition.

45. The LOP contract specifies that no repair costs shall be deducted from the payments and all improvements made shall become the property of the Defendants at the end of the lease term.

46. The LOP contract contains a waiver whereby the tenant "is considered to have waived a violation of a Landlord's duty to maintain the premises as set for the in this Agreement a violation of the Landlord's duties under applicable state law."

III. DEFENDANTS' ADVERTISING

A. Neighborhood Signage

47. Defendants primarily advertise through signage in blighted neighborhoods.

48. Defendants use makeshift signs that appear to be made locally. They are often hand-painted on plywood or other material, with the words "Rent-to-Own" or "Land Contract House."

49. The Defendants' signs typically appear in the yard of the property available for occupancy, and a telephone number for the consumer to call.

50. Often times, the signs will have a price, quoting a certain amount to be paid as a down payment, followed by a monthly payment.

B. Online Advertising

51. Defendants promote themselves as property sellers on various websites: www.zillow.com, www.truilia.com, www.homes.com, and www.Craigslist.com.

52. On homes.com Defendants describe themselves as:

Providing quality customer care since 2004; Vision Property Management caters with a unique approach in a trouble housing economy. VPM's ultimate goal is to assist and provide a valuable service to those having trouble trying to purchase a home to call their own. Ranging from your average first time home buyer to overseas investors, we welcome all! Currently servicing 49 states in major cities as well as small rural towns near you! If you wish to own your own home, no banks, no hassle, call us to see how we can help. VISION... where your future is in sight!

53. On Zillow.com Defendants explain themselves this way:

Revitalizing communities by creating financial opportunities for both investors and home owners. We specialize, and currently offer, asset management, property inspection and valuation, marketing, note balance and real estate tax management. We are not real estate brokers, we represent the owners of the homes we sell.

C. Website

54. Like its advertisements on third-party websites, Defendants' current website markets their services as "restoring America's neighborhoods by providing affordable housing, superior customer service, and local integration to turn renters into homeowners."

55. Defendants' state on their current website that the

Contract Holder must agree to:

- Take delivery of the home in "As-Is" condition
- Assume responsibility for any overdue taxes, liens, utility bills, correcting code violations, completing home repairs and performing routine maintenance.
- Develop a "plan of action" to bring the premises to level of habitability and compliance for occupancy when requested.
- Insure his/her own personal contents and possessions against fire, theft and other catastrophes.

56. Defendants' current website has a series of instructional videos discussing their current "Lease with Option to Purchase" business model.

57. Defendants' describe their program as one that "empowers people who do not have good credit."

58. Defendants' website proclaims the "program is structured to ensure you will be financially stable in your decision. That is why financial approval is based on income instead of credit."

IV. CONSUMER EXPERIENCES

59. Defendants inspect every property they purchase, yet Wisconsin consumers move into Defendants' properties with little understanding of the properties' condition.

60. This is because Defendants do not notify the consumers of the properties' deficiencies, but instead require the consumer to pay for an inspection of the property and to inquire of the city whether property has any code violations or back taxes.

61. Consumers are often not given access to view the entire property because it is locked or inaccessible.

62. Consumers respond to Defendants' yard signs advertising that the house can be acquired for a down payment followed by monthly payments. However with the additional amounts consumers must pay to make the property habitable, these advertisements are highly deceptive and in some instance completely false.

63. Consumers who rely on the price advertised on these make shift signs have been met with higher down payment demands, sometimes twice as much as Defendants originally advertised.

64. Even the prices stated in Defendants' contracts are wholly incomplete given hidden fees a consumer must pay to address routine maintenance items mandated by their contract. For instance, one consumer was required to pay a lawn mowing fee of \$100.00 a month that was not previously disclosed.

65. More significantly, Defendants have knowingly rented uninhabitable properties to consumers with the following conditions:

- No Water
- No Electricity
- No Heat
- Sewage in the Basement
- Mold
- Insect Infestation

66. Defendants have rented properties to Wisconsin consumers with code violations concerning the following:

- Lack of permitting
- Debris
- Outstanding fines
- Structural deficiencies
- Foundation deficiencies

- Electrical deficiencies
- Roof deficiencies
- Sewer and Septic deficiencies

67. Defendants' properties from 2013 to present have had over 150 Code violations.

68. Even after consumers acquire the properties, the notifications regarding city code violations go to Defendants not to the consumers.

69. Consumers are often unaware of the city's concerns and threatened courses of action.

70. Defendants in turn threaten consumers with eviction for failure to resolve code violations even though the consumers are often unaware of code violations to be rectified.

71. Defendants have knowingly leased condemned properties to Wisconsin consumers who were later evacuated from their homes by the city due to the condemnation order.

72. Again consumers were not made of aware of the corrective measures the city intended to take because the Defendants' failure to address them and/or to inform the consumer of the city's concerns.

73. Defendants knowingly placed a "rent-to-own" sign in the yard of a property already slated to be razed by the city.

74. Defendants purport the consumer's upfront payment pursuant to lease agreement is in consideration for Defendants' agreement not to sell the property to

anyone else, yet in some instances, continue to offer the properties for sale on their websites.

75. Given Defendants' business model, their representation that "the program is structured to ensure you will be financially stable in your decision, and that is why financial approval is based on income instead of credit" is simply false.

76. Defendants have knowingly leased to consumers with little financial means to address the uninhabitable conditions, code violations and back taxes of these properties.

77. Defendants knowingly rented a considerable number of houses to consumers who were living on only social security and could not afford the renovations need to make the property habitable.

78. Many consumers cannot afford both to address the habitability issues of the property and pay the monthly rent. As a result, they are often forced to abandon the property after making significant upgrades and continue to make rent payments.

79. Even for those consumers who have greater financial means to rehabilitate Defendants' properties, Defendants' business practices are deceptive. For instance, Defendants' contracts allow for the consumer to make a cash purchase on the home at any time. Yet consumers who attempt to exercise this option are refused to allow them to do so.

80. Upon information and belief, Defendants told consumers portions of their payments would be used for taxes, yet Defendants failed to pay those taxes.

81. As a result, consumers faced eviction after the city acquired title of the property due to unpaid taxes.

VIOLATIONS

COUNT I

Residential Rental Practices Wis. Admin. Code §§ ATCP 134.04(2)

82. Plaintiff re-alleges all preceding paragraphs of the Complaint and incorporates them herein.

83. Defendants are “landlords” as that term is defined by Wis. Admin. Code § ATCP 134.02(5), as they owned properties under a rental agreement.

84. Defendants Lease-to-Own contracts described in paragraphs 34-46 above, constitute a “rental agreement” as that term is defined by Wis. Admin. Code § ATCP 134.02(10), in that the contracts are written agreements for lease for a specific premises, in which the landlord and tenant agree on essential terms of the tenancy.

85. Pursuant to Wis. Admin. Code § ATCP 134.04(2)(b), the landlord must disclose certain listed conditions affecting habitability if the landlord knows or should have known of on basis of a reasonable inspection. This provision applies whether or not there is a building code violation or, if there is a building code violation, whether or not the landlord knows of said violation.

86. The listed conditions affecting habitability include:

- No hot or cold running water.
- Heating facilities are not operating safely or cannot maintain at least 67°.

- No electricity or the outlets, fixtures or other components are not in safe operating condition.
- Structural or others conditions constitute a substantial health or safety hazard or unreasonable risk of personal injury.
- Sewage disposal facilities not in good operating condition.

87. Defendants repeatedly were put on notice of the uninhabitable conditions of their properties by city inspectors and tenants alike.

88. In point of fact, Defendants' business practice was to purchase dilapidated properties in bulk, inspect them without disclosing the properties' deficiencies to tenants, direct tenants to inspect the properties on their own accord and make the necessary repairs.

89. Defendants knew or should have known that the properties rented to Wisconsin consumers had uninhabitable conditions listed above, in violation of ATCP 134.04(2)(b).

90. Defendant Alex Szkaradek is liable for the foregoing violations inasmuch as they had actual or constructive knowledge of, participated in, approved, ratified, endorsed, directed, or controlled or otherwise had the ability to control the acts and practices that form the basis for the violations.

91. Each individual affected constitutes a separate violation.

COUNT II

Residential Rental Practices

Wis. Stat. § 704.44(8) and Wis. Admin. Code § ATCP 134.08(8)

92. Plaintiff re-alleges all preceding paragraphs of the Complaint and incorporates them herein.

93. Wis. Stat. § 704.07(2)(a) provides that it is the duty of the landlord, among other things, to:

- Make all necessary structural repairs.
- If not subject to a local housing code, repair or replace any plumbing, electrical wiring, machinery, or equipment furnished with the premises and no longer in reasonable working condition.
- If subject to a local housing code, comply with the housing code.
- Except as Wis. Stat. § 707.07(3) applies.

94. Wis. Stat. § 707.07(3) provides, among other things, that the tenant is responsible for plumbing, electrical, machinery and equipment if the cost is minor in relation to the rent and there is no local housing code that would otherwise apply.

95. Defendants' leases contain provisions that make the tenant solely responsible for repairing, replacing and maintaining all aspects of the premises including plumbing, electrical, machinery and equipment, regardless of the cost.

96. Wis. Stat. § 704.44(8) and Wis. Admin. Code § ATCP 134.08(8), provide that no rental agreement may:

Waive any statutory or other legal obligation on the part of the landlord to deliver the premises in a fit or habitable condition, or to maintain the premises during the tenancy.

97. Defendants' leases violate Wis. Stat. § 704.44(8) and Wis. Admin. Code § ATCP 134.08(8) and are unenforceable against the tenants.

98. Defendant Alex Szkaradek is liable for the foregoing violations inasmuch as they had actual or constructive knowledge of, participated in, approved,

ratified, endorsed, directed, or controlled or otherwise had the ability to control the acts and practices that form the basis for the violations.

99. Each individual affected constitutes a separate violation.

COUNT III
Residential Rental Practices
Wis. Admin. Code § ATCP 134.09(1)

100. Plaintiff re-alleges all preceding paragraphs of the Complaint and incorporates them herein.

101. Wis. Admin. Code § ATCP 134.09(1) prohibits advertising for rent any property subject to an order to condemn, a notice of intent to condemn, or an order to raze or rehabilitate.

102. Local officials served notices of condemnation and/or order to raze and rehabilitate properties subsequently advertised for lease by Defendants, in violation of Wis. Admin. Code § ATCP 134.09(1).

103. Defendant Alex Szkaradek is liable for the foregoing violations inasmuch as they had actual or constructive knowledge of, participated in, approved, ratified, endorsed, directed, or controlled or otherwise had the ability to control the acts and practices that form the basis for the violations.

104. Each misrepresentation described herein constitutes a separate violation.

COUNT IV
Fraudulent Misrepresentations
Wis. Stat. 100.18(1)

105. Plaintiff re-alleges all preceding paragraphs of the Complaint and incorporates them herein.

106. Wis. Stat. § 100.18(1) prohibits any false, deceptive or misleading representation by Defendants when offering to lease or sell any real estate.

107. Defendants made repeated misrepresentations in both published advertisements and orally to Wisconsin consumers in the course of selling, leasing and renting their properties regarding the price of the properties, affordability of their lease to own scheme, and the habitability of the properties.

108. Defendant Alex Szkaradek is liable for the foregoing violations inasmuch as they had actual or constructive knowledge of, participated in, approved, ratified, endorsed, directed, or controlled or otherwise had the ability to control the acts and practices that form the basis for the violations.

109. Each misrepresentation described herein constitutes a separate violation.

COUNT V
Licensing of mortgage bankers
Wis. Stat. § 224.72(1m)

110. Plaintiff re-alleges all preceding paragraphs of the Complaint and incorporates them herein.

111. Wisconsin Statutes § 224.72(1m) prohibits a person from conducting business or acting as a mortgage banker without a license by the division.

112. Defendants Agreements for Deed a/k/a land contracts constitute a residential “Residential mortgage loan” as that terms is defined in Wis. Stat. § 224.71(14).

113. Defendants are Mortgage bankers as defined in Wis. Stat. § 224.71(3)(b) as they do one more of the following:

- (a) Originates residential mortgage loans for itself, as payee on the note evidencing the residential mortgage loan, or for another person.
- (b) Sells residential mortgage loans or interests in residential mortgage loans to another person.
- (c) Services residential mortgage loans or provides escrow services.

114. Defendants are Mortgage loan originators as defined in Wis. Stat. § 224.71(1r) as they, “for compensation or gain or in the expectation of compensation or gain” do one of the following:

- (a) Takes a residential mortgage loan application.
- (b) Offers or negotiates terms of a residential mortgage loan.

109. From a point known to Defendants but at least from 2011 to 2013, Defendants have been mortgage bankers and loan originators who have functioned without a license in the State of Wisconsin.

110. Defendant Alex Szkaradek is liable for the foregoing violations inasmuch as they had actual or constructive knowledge of, participated in, approved, ratified, endorsed, directed, or controlled or otherwise had the ability to control the acts and practices that form the basis for the violations

111. Each residential mortgage loan effected by Defendants constitutes a separate violation.

COUNT VI

**Prohibited acts and practices, and discipline,
of mortgage bankers, mortgage loan originators,
and registered entities
Wis. Stat. § 224.77(1)(c)**

112. Plaintiff re-alleges all preceding paragraphs of the Complaint and incorporates them herein.

113. Wis. Stat. § 224.77(1)(c) prohibits the false, deceptive, or misleading promises relating to the services being offered or that influences, persuades, or induces a client to act to his or her detriment.

114. Defendants made repeated misrepresentations in both published advertisements and orally to Wisconsin consumers in the course of selling and leasing-to-own their properties regarding the price, the habitability and the affordability of their properties.

115. Defendant Alex Szkaradek is liable for the foregoing violations inasmuch as they had actual or constructive knowledge of, participated in, approved, ratified, endorsed, directed, or controlled or otherwise had the ability to control the acts and practices that form the basis for the violations.

116. Each residential mortgage loan effected by Defendants constitutes a separate violation.

RELIEF REQUESTED

WHEREFORE, Plaintiff, State of Wisconsin, requests this Court to enter judgment against Defendants, as follows:

(A) Finding that Defendants violated Wis. Stats. §§ 100.18, 100.20, 224.77 and Wis. Admin. Code ch. ATCP 134.

(B) Finding that each violation of Wis. Stats. §§ 100.18, 100.20, 224.72, 224.77, and Wis. Admin. Code ch. ATCP 134, is a separate offense.

(C) Enjoining Defendants, their successors, assigns, officers, directors, agents, dealers, servants, employees, representatives, solicitors, and all persons acting or claiming to be acting on their behalf, pursuant to Wis. Stats. §§ 100.18(11)(d), 100.20(6), and 200.04(10) from conducting business operations in violation of Wis. Stats. §§ 100.18, 100.20, Wis. Admin. Code § ATCP 134, and Wis. Stat. § 224.

(D) Pursuant to Wis. Stat. § 100.20(6), ordering Defendants to restore any pecuniary losses suffered by any person because of Defendants' acts or practices in violation of Wis. Admin. Code ch. ATCP 134.

(E) Pursuant to Wis. Stat. § 100.18(11)(d), ordering Defendants to restore any pecuniary losses suffered by any person because of Defendants' acts or practices in violation of Wis. Stat. § 100.18(1).

(F) Pursuant to Wis. Stat. § 220.04(10), ordering Defendants to rescind all acts determined to be in violation of Wis. Stat. § 224.

(G) Imposing civil forfeitures against Defendants in the amount of not less than \$50.00 nor more than \$200.00 for each violation of Wis. Stat. § 100.18(1), and not less than \$100.00 nor more than \$10,000.00 for each violation of Wis. Admin. Code § ATCP 134, pursuant to Wis. Stats. § 100.26(6), plus applicable assessments.

(H) Pursuant to Wis. Stat. § 100.20(6), the Court should temporary enjoin Defendants, ordering the following:

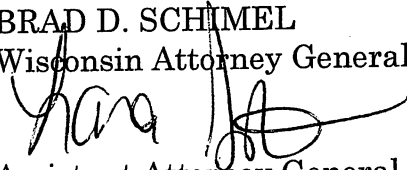
- Cease the rental or lease of Wisconsin properties;
- Cease evictions of Wisconsin tenants;
- Cease foreclosures of Wisconsin home buyers;
- Permit Wisconsin tenants to terminate their leases without penalty; and
- Refund all monies collected from these tenants for the illegal rental, leasing and sale of said properties.

(I) Providing such other and further equitable relief as justice and equity may require.

Dated this 5th day of June, 2017.

Respectfully submitted,

BRAD D. SCHIMMEL
Wisconsin Attorney General



Assistant Attorney General
Lara Sutherlin
State Bar No. 1057096

Attorneys for State of Wisconsin

Wisconsin Department of Justice
17 West Main Street, Post Office Box 7857
Madison, Wisconsin 53707-7857
(608) 267-7163
(608) 267-2250 (Fax)
sutherlinla@doj.state.wi.us

AGREEMENT FOR DEED

This Agreement for Deed is entered into on this day of , between (hereinafter known as the "PARTY OF THE FIRST PART") and (hereinafter known as the "PARTY/PARTIES OF THE SECOND PART").

Witnesseth, That if the PARTY/PARTIES OF THE SECOND PART shall first make the payments and perform the covenants hereafter described PARTY OF THE FIRST PART hereby covenant(s) and agree(s) to convey and assure to the PARTY/PARTIES OF THE SECOND PART and his/her/their heirs, executors, administrators or assigns, in fee simple, clear of all encumbrances whatever, by a good and sufficient deed, the lot and piece or parcel of land, situated at in the County of , the city of , the State of , and further known and described as follows, to-wit:

SEE ATTACHMENT "A" FOR LEGAL DESCRIPTION OF PROPERTY

and the PARTY/PARTIES OF THE SECOND PART hereby covenant(s) and agrees(s) to pay to the PARTY OF THE FIRST PART the sum of **Dollars and no/cents (\$)** in the manner following: **Dollars and no/cents (\$)** paid at the signing of this agreement and the remaining **Dollars and no/cents (\$)** shall be paid according to the terms of a Promissory Note of even date with interest at the rate of (%) per annum, payable monthly on the whole sum remaining from time to time unpaid; and to pay all taxes, assessments and/or impositions (includes such fees or other costs normally paid by owner or buyer of property such as ground rents, city/county miscellaneous fees as they require, property violations and/or fines levied, water/sewer charges, electrical/gas usage charges, garbage fees and property taxes levied, etc.) that may be legally levied or imposed upon said land subsequent to the year of and to keep the buildings upon said premises insured by some company satisfactory to the PARTY OF THE FIRST PART, and payable to the parties, respectively as their interest may appear, in the sum not less than **Dollars and no/cents (\$)** during the term of this Agreement.

It is mutually agreed, by and between the parties hereto, that the PARTY OF THE FIRST PART transfers the said property to the PARTY/PARTIES OF THE SECOND PART in strictly "AS IS" condition and the PARTY/PARTIES OF THE SECOND PART is solely responsible for bringing the building and premises to a habitable condition within a reasonable period of time not exceeding () months and maintaining the property in good state of repair during the term of this agreement.



Also both Parties hereby agree that the PARTY/PARTIES OF THE SECOND PART shall not occupy or cause building to be occupied, before building is repaired to satisfy all applicable national and local building codes. The PARTY OF THE FIRST PART is under no duty whatsoever to inspect the premises after the signing of contract to determine compliance with these terms. Nevertheless, the PARTY/PARTIES OF THE SECOND PART is now and shall remain in sole control of the premises, and is and shall remain solely liable for all injuries and damages to themselves and/or to third parties, or to the property of such persons occurring while in or about the premises. In the event such injury or damage occurs, the PARTY/PARTIES OF THE SECOND PART agrees and covenants to hold harmless, defend and forever indemnify the PARTY OF THE FIRST PART, its successors and assigns, from all such resulting claims, liabilities, defense costs, attorney fees, judgements and the like relating in any way to such damage, injury, claim or liability.

And in case of failure of the PARTY/PARTIES OF THE SECOND PART to make any of the payments or any part thereof, or to perform any of the covenants hereby made and entered into by the PARTY/PARTIES OF THE SECOND PART, this contract may, at the exclusive discretion of the PARTY OF THE FIRST PART, be declared null and void, and terminated, in which event the PARTY/PARTIES OF THE SECOND PART shall, upon notice of such termination, immediately quit the premises, allowing the PARTY OF THE FIRST PART to re-enter and retake exclusive possession of the premises.

CONVERSION TO MONTH TO MONTH TENANCY. Upon the PARTY OF THE FIRST PART exercising its right of termination as provided herein, all rights and interest hereby created and then existing in the PARTY/PARTIES OF THE SECOND PART and in all claiming under the PARTY/PARTIES OF THE SECOND PART, shall wholly cease and terminate, and the PARTY/PARTIES OF THE SECOND PART SHALL BE DEEMED A MONTH TO MONTH TENANT. THE PARTY/PARTIES OF THE SECOND PART, NOW KNOWN AS TENANT, AGREES TO QUIT AND SURRENDER TO THE PARTY OF THE FIRST PART, WITHOUT DEMAND, PEACEFUL POSSESSION OF SAID PROPERTY IN AS GOOD CONDITION AS IT IS NOW, REASONABLE WEAR AND TEAR ALONE EXCEPTED, WITHIN THIRTY DAYS (30) AFTER NOTICE OF TERMINATION. AFTER TERMINATION BY THE PARTY OF THE FIRST PART PURSUANT TO THIS PARAGRAPH, THE PARTY/PARTIES OF THE SECOND PART SHALL PAY RENT IN AN AMOUNT STATED HEREIN AND THE PARTY/PARTIES OF THE SECOND PART ACKNOWLEDGES THAT THE PARTY OF THE FIRST PART WILL INITIATE AN ACTION TO EVICT THE PARTY/PARTIES OF THE SECOND PART WHEN ANY RENT PAYMENT IS MORE THAN THIRTY (30) DAYS LATE.

In the event the PARTY/PARTIES OF THE SECOND PART neglects or refuses to surrender such possession it shall be lawful for the PARTY OF THE FIRST PART to enter upon and take possession of said property without notice and remove all persons and their property.

The PARTY OF THE FIRST PART may, at its option, cause a written declaration to be recorded in the office of the Clerk of Court of County, to evidence the existence of its election to terminate all rights hereunder in accordance herewith.

Such declaration when so recorded, shall be, as to all subsequent Purchasers or Tenants or encumbrances of the property or any part thereof, conclusive proof of default by the

PARTY/PARTIES OF THE SECOND PART and of the PARTY OF THE FIRST PART election to terminate all rights in the property existing by reason of this agreement.

In the event of contract termination, all moneys paid by the PARTY/PARTIES OF THE SECOND PART under this instrument, and all improvements constructed in or upon the property shall be rendered forfeit and shall inure to the benefit of the PARTY OF THE FIRST PART, its successors and assigns, except that if and only if the premises have not decreased in fair market value lower than the amount of the contract sale price, then a "Special Equity" shall be calculated for the benefit of the PARTY/PARTIES OF THE SECOND PART, by the PARTY OF THE FIRST PART, in the amount equal to one-half of any reduction achieved in the outstanding principal on the Promissory Note mentioned above. The resulting Special Equity shall then be applied first against the balance of the interest accrued and unpaid, and then against the cost if any, required to put the premises into its former condition, if condition has deteriorated due to abandonment, abuse, failure to maintain or failure to insure the premises during the contract period. The balance of the Special Equity shall be paid to the PARTY/PARTIES OF THE SECOND PART within 45 days of the date possession is retaken.

The parties agree that the limited forfeiture described herein is a reasonable means of addressing a loss which may be difficult to calculate and constitutes the compensation for the use and occupancy thereof by the PARTY/PARTIES OF THE SECOND PART, consideration for the execution of this Agreement, and liquidated damages which may be elected by the PARTY OF THE FIRST PART for its consequential and future losses, and are therefore not an unreasonable penalty.

THE PARTY/PARTIES OF THE SECOND PART ACKNOWLEDGES THAT UPON TERMINATION OF THIS AGREEMENT BY THE PARTY OF THE FIRST PART THE PARTY/PARTIES OF THE SECOND PART BECOMES A MONTH TO MONTH TENANT WITH A MONTHLY RENT EQUAL TO DOLLARS AND NO/CENTS (\$)

IT IS MUTUALLY AGREED, by and between the parties hereto, that the time of each payment shall be an essential part of this contract, and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

In the event that this document is recorded, a Termination or Cancellation by sworn affidavit executed by the Party of the First Part, when subsequently recorded, shall be deemed effective to immediately cancel and nullify any interest held by the Party of the Second Part under this instrument, and this instrument shall not thereafter constitute a lien or encumbrance upon premises.

IN WITNESS WHEREOF, The parties to these presents have hereunto set their hands and seals the day and year first above written.

WITNESS

PARTY OF THE SECOND PART

WITNESS

PARTY OF THE SECOND PART

SWORN and subscribed to before me

this _____ day of _____,

NOTARY PUBLIC FOR

My commission expires _____ (SEAL)

WITNESS

BY MANAGING MEMBER

SWORN and subscribed to before me

this _____ day of _____,

(L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA

My commission expires _____
(SEAL)

PROMISSORY NOTE

of,

\$

FOR VALUE RECEIVED, the undersigned promises to pay to the order of **VISION PROPERTY MANAGEMENT, LLC** at P.O. BOX 488, COLUMBIA, SOUTH CAROLINA 29202, the sum of **Dollars and no/cents (\$)** as follows:

Bearing interest at the rate of (%) per annum from date hereof in equal monthly installments of **Dollars and no/cents (\$)** plus **DOLLARS and no/cents (\$)** for real estate taxes (real estate tax subject to change) making a total of **DOLLARS and no/cents (\$)** each beginning day of , , and on the same day of each and every month thereafter, each such installment to be applied first to the accrued interest on the unpaid principal balance at the rate of (%) . The remainder thereof to the principal balance, and the entire remaining unpaid principal balance together with accrued interest to date shall become due and payable in full on the day of , in the year .

Discount Rider (if applicable). YES _____ NO _____. see Discount Rider attached to Promissory Note.

The note, principal and interest is secured by an Agreement for Deed on in the County of , the City of , the State of .

It is specifically agreed that the makers hereof shall have the right of prepayment at any time without the penalty of additional interest so long as accrued interest on the unpaid principal is paid as herein provided. And that upon failure to make payment or any part thereof, at the time when due, the then unpaid principal balance hereof plus interest shall, at the option of the holder of this note, at once become due and payable. If this note is placed in the hands of an attorney for collection, by suit or otherwise, I/We will pay, on demand, any attorney's fees and related expenses that the holder incurs (1) in collecting or attempting to collect the indebtedness evidenced by this note; (2) in enforcing the Agreement for Deed that secures this note; (3) in protecting the collateral encumbered by that Agreement for Deed; or (4) in defending or asserting the holder's rights in that collateral. All parties hereto, makers, endorsers, sureties, guarantors, or otherwise, severally waive protest, demand, presentment and notice of dishonor and the holder may grant extensions(s) of the time of payment of this note, or a part thereof, without any release of liability as to parties secondarily liable, who hereby waive notice as to any such extension, and against whom recourse is, in such event, expressly reserved.



If the full amount of the monthly payment has not been received by the end of 10 calendar days after the date it is due, a late charge in the amount of Twenty-Five Dollars and no/cents (\$25.00) will become due, the total payment and penalty being the amount of Dollars and no/cents (\$).

For each bad check there will be Thirty Dollars (\$30.00) bad check fee applied.

Signed, sealed and delivered in the presence of:

WITNESS

PARTY OF THE SECOND PART

WITNESS

PARTY OF THE SECOND PART

SWORN and subscribed to before me.

this _____ day of _____,

NOTARY PUBLIC FOR (L.S.)

My commission expires _____
(SEAL)

CERTIFICATION

I/We, the PARTY/PARTIES OF THE SECOND PART, hereby certify that I/We have been informed by PARTY OF THE FIRST PART that it is advisable when entering into an AGREEMENT FOR DEED for real property to obtain legal advice from a lawyer. I/We, the PARTY/PARTIES OF THE SECOND PART, have decided I/We will not consult a lawyer and that this decision was made outside the presence of PARTY OF THE FIRST PART; I/We further certify this CERTIFICATION was signed outside the presence of PARTY OF THE FIRST PART.

Signed, sealed and delivered in the presence of:

WITNESS

PARTY OF THE SECOND PART

WITNESS

PARTY OF THE SECOND PART

SWORN and subscribed to before me

this _____ day of _____,

(L.S.)
NOTARY PUBLIC FOR

My commission expires _____
(SEAL)

LEAD BASED PAINT RIDER

RIDER TO AGREEMENT DATED the day of , between the PARTY/PARTIES OF THE SECOND PART and PARTY OF THE FIRST PART for property located at , , County of , State of .

PARTY OF THE FIRST PART AND the PARTY/PARTIES OF THE SECOND PART agree that the following additions and/or modifications are hereby made to the above-referenced Contract.

1. **AGREEMENT FOR DEED CONTINGENCY.** Pursuant to Federal Regulations, the provisions of this Rider must be satisfied before the PARTY/PARTIES OF THE SECOND PART are obligated under this Agreement for Deed.
2. **LEAD WARNING STATEMENT.** The PARTY OF THE FIRST PART, as owner of an interest in residential real property on which a residential dwelling was built prior to 1978, is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduce intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The PARTY OF THE FIRST PART, as owner of an interest in residential real property, are required to provide any PARTY/PARTIES OF THE SECOND PART with whom the PARTY OF THE FIRST PART enter into an Agreement for Deed with any information on lead-based paint hazards from risk assessments or inspections in the possession of the PARTY OF THE FIRST PART and notify the PARTY/PARTIES OF THE SECOND PART of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.
3. **LEAD HAZARD INFORMATION PAMPHLET.** PARTY OF THE FIRST PART shall deliver to the PARTY/PARTIES OF THE SECOND PART an EPA approved lead-hazard information pamphlet (For example, Protect Your Family From Lead In Your Home). Intact lead-based paint that is in good condition is not necessarily a hazard.

4. PARTY OF THE FIRST PART'S DISCLOSURE. (Check all applicable boxes).

(A) Presence of Lead-Based Paint and/or Lead Based Paint Hazards.

(Check either (1) or (2) below).

☐ (1) Hazards Known. Attached hereto is a statement signed by PARTY OF THE FIRST PART disclosing the presence of known lead-based paint and/or lead-based hazards at the Property, including but not limited to the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards and the condition of the painted surfaces.

☒ (2) Hazards Unknown. PARTY OF THE FIRST PART have no actual knowledge of the presence of lead-based paint and/or lead-based paint hazards at the property.

(B) Records and Reports Available to PARTY OF THE FIRST PART. (Check either (1) or (2) below).

☐ (1) Records Provided. The following is a list of all records and/or reports available to the PARTY OF THE FIRST PART pertaining to lead-based paint and/or lead-based paint hazards at the property.

The PARTY OF THE FIRST PART shall deliver a complete copy of each record and report to the PARTY/PARTIES OF THE SECOND PART.

☒ (2) No Records. The PARTY OF THE FIRST PART have no records or reports pertaining to lead-based paint and/or lead-based paint hazards at the Property.

5. RISK ASSESSMENT. (Mark with an X either (A-this page) or (B-next page).

(A) ☐ PARTY/PARTIES OF THE SECOND PART hereby waive/waives the opportunity to conduct a lead-based paint hazard risk assessment or inspection.

- (B) []. This Contract is contingent upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards being obtained by the PARTY/PARTIES OF THE SECOND PART at the expense of the PARTY/PARTIES OF THE SECOND PART before 5:00 p.m. on the tenth calendar day after full execution of the Contract by all parties (the "Lead Paint Inspection Period"). If the results of such inspection are unacceptable to the PARTY/PARTIES OF THE SECOND PART for any reason whatsoever, the PARTY/PARTIES OF THE SECOND PART shall notify the PARTY OF THE FIRST PART of the attorney of the PARTY OF THE FIRST PART in writing within two business days after the end of the Lead Paint Inspection Period, together with a copy of the inspection and/or risk assessment report. In such case, either party may cancel the Contract upon written notice to the other party or the other party's attorney. A copy of such notice(s) should be delivered to the real estate brokers. If the notice of unacceptable results by the PARTY/PARTIES OF THE SECOND PART is not received by the PARTY OF THE FIRST PART or the attorney of the PARTY OF THE FIRST PART within two business days after the end of the Lead Paint Inspection Period, this Inspection contingency is deemed waived by the PARTY/PARTIES OF THE SECOND PART. The definitions in Paragraph 1.B and C of Form 1.1 Contract Rider (1995) shall be used to determine whether or not the notice of unacceptable results by the PARTY/PARTIES OF THE SECOND PART has/have been received by the PARTY OF THE FIRST PART before the end of the Lead Paint Inspection Period. The PARTY OF THE FIRST PART will cooperate with the inspection made by the PARTY/PARTIES OF THE SECOND PART in such fashion as may be reasonably requested by the PARTY/PARTIES OF THE SECOND PART. The PARTY/PARTIES OF THE SECOND PART may remove this contingency at any time without cause.

6. ACKNOWLEDGMENT BY THE PART/PARTIES OF THE SECOND PART (initial and date):

Initial	Date	
_____	_____	PARTY/PARTIES OF THE SECOND PART has/have received copies of all information, records and/or reports set forth in Paragraph 4 of this Rider or attached to this Contract.
_____	_____	PARTY/PARTIES OF THE SECOND PART has/have received an EPA approved lead hazard information pamphlet.

PARTY/PARTIES OF THE SECOND PART has/have received a
Initial _____ Date _____ 10-day opportunity (or mutually
agreed upon period) or has/have waived the opportunity to conduct
a risk assessment or inspection for the presence of lead-based paint
and/or lead-based paint hazards.

7. CERTIFICATION OF ACCURACY. The undersigned have reviewed the information above
and certify to the best of their knowledge, that the statement they have provided is true and
accurate.

Signed, sealed and delivered in the presence of:

WITNESS

BY MANAGING MEMBER

WITNESS

PARTY OF THE SECOND PART

WITNESS

PARTY OF THE SECOND PART

SWORN and subscribed to before me

this _____ day of _____,

(L.S.)

NOTARY PUBLIC FOR

My commission expires _____
(SEAL)

ATTACHMENT "A" TO THE AGREEMENT FOR DEED

(Dated the day of ., ., BETWEEN and)

LEGAL DESCRIPTION

Addendum To Agreement For Deed

Thelissa A. Moore is responsible for payment of all taxes both current and past due for the property located at : 2408-2410 North 34th Street, Milwaukee, WI 53210. The parcel ID for this property is: 326-1574-000. This addendum is made part of the land contract for deed agreement between Thelissa A. Moore and Harvest Meadow, LLC. The buyer must provide documentation that the back taxes have been paid or that a payment arrangement has been made to pay the back taxes within sixty (60) days from the agreement start date of February 1st, 2012.


Buyer

Thelissa A. Moore


Seller

Harvest Meadow, LLC



**RESIDENTIAL LEASE WITH OPTION TO PURCHASE AGREEMENT
(TRIPLE-NET, BONDABLE LEASE)**

This **RESIDENTIAL LEASE WITH OPTION TO PURCHASE AGREEMENT** is entered into on this day **15TH** of **MARCH, 2013** between **KAJA HOLDINGS, LLC** (hereinafter known as the "**LESSOR**") and **DAVID LEWIS DENNIS** (hereinafter known as the "**LESSEE(s)**").

Witnesseth, that if the **LESSEE(s)** shall first make the payments and perform the covenants hereafter described the **LESSOR** hereby covenant(s) and agree(s) to **LEASE** the property commonly known as **3430 NORTH 18TH STREET** in the County of **PHILADELPHIA**, the city of **PHILADELPHIA**, the State of **PENNSYLVANIA**, to the **LESSEE(s)** for the term and covenants set forth herein, and further known and described as follows, to-wit:

SEE ATTACHMENT "A" FOR LEGAL DESCRIPTION OF PROPERTY

The premises, as described above, with all appurtenances, are hereby **LEASED** to the **LESSEE(s)** for a term of **84** months. This **LEASE** shall commence the **15TH** of **MARCH, 2013**, and shall be paid, at the signing of this agreement, in the following manner: **ONE THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$1500.00)** as an option consideration, and **FOUR HUNDRED FOURTY DOLLARS AND NO CENTS (\$440.00)** as the monthly lease payment, plus **SIXTY DOLLARS AND NO CENTS (\$60.00)** for real estate taxes (real estate taxes subject to change), plus **TEN DOLLARS AND NO CENTS (\$10.00)** for general liability insurance, making the total initial payment **TWO THOUSAND TEN DOLLARS AND NO CENTS (\$2010.00)**.

All subsequent monthly payments shall be due on or before the **15TH** day of each month, commencing on the **15TH** of **APRIL, 2013** until the term of this agreement has been fulfilled and shall be in the amount of **FIVE HUNDRED TEN DOLLARS AND NO CENTS (\$510.00)**. This agreement expires on the last calendar day of **MARCH 15TH, 2020. FIFTY-TWO DOLLARS AND SEVENTY EIGHT CENTS (\$52.78)** of each monthly lease payment, as well as the option consideration paid by the **LESSEE(s)** shall be credited towards the purchase price of the premises for the extent of this agreement, and shall be considered as non-refundable escrow towards the **PURCHASE PRICE**.

The **PURCHASE PRICE** of the premises, as described above, will be **FIFTY THOUSAND DOLLARS AND NO CENTS (\$50,000.00)**, to be satisfied on or before the expiration of this agreement, should the **LESSEE(s)** choose to exercise their right to purchase as described hereinafter.

Upon the expiration of the term of this agreement or before, the **LESSEE(s)** shall have three options, to-wit:

- I. **OPTION TO CONVERT TO SELLER FINANCING:** **LESSEE(s)** may, if all the requirements and covenants of this agreement have been fulfilled, either upon the expiration of this agreement, or upon the time the total credit(s) paid towards the **PURCHASE PRICE** reaches the amount of 30% of the **PURCHASE PRICE**, whichever comes first, convert to a Seller Financed Contract. This conversion shall be documented by a separate instrument. The **PURCHASE PRICE** as set forth in the instrument documenting the conversion to Seller Financing shall be equivalent to the difference of the **PURCHASE PRICE** listed in this agreement minus any/all credit(s) paid towards said **PURCHASE PRICE**.



1. **OPTION TO PURCHASE PREMISES:** LESSEE(s) may, on or before the expiration of this agreement, choose to purchase the above referenced premises for the remainder of the **PURCHASE PRICE** as described above with all credits paid included. Fulfillment of the **PURCHASE PRICE** by the LESSEE(s) shall be treated as a **CASH SALE**, at which time the LESSOR shall provide the LESSEE(s) with a good and sufficient deed, clear of all encumbrances, with exception to any/all encumbrances caused by the action or inaction, whether direct or indirect, of the LESSEE(s), and transfer title to the premises from the LESSOR to the LESSEE(s). This **CASH SALE** shall be documented by a separate instrument.

2. **OPTION TO FORFEIT LEASE:** LESSEE(s) may, on or before the expiration of this agreement, by mutual agreement between LESSOR and LESSEE(s), as evidenced in writing, choose to forfeit their rights to the premises described herein and vacate the premises and all appurtenances within FIVE (5) days of the determined expiration of this agreement. Should the LESSEE(s) choose to forfeit this agreement, all personal property and belongings shall be vacated within FIVE (5) days of the determined expiration of this agreement. Should the LESSEE(s) choose to vacate the premises, any and all improvements that have been built into the property, including but not limited to any and all built in mechanical equipment and/or appliances, shall remain with the property and become considered forfeit.

a. **FAILURE TO VACATE PREMISES:** Should the LESSEE(s) fail to comply with the covenants of **OPTION 3** (above), LESSOR shall have the right to evict LESSEE(s) according to the proper judicial process determined by the locality in which the premises is located.

b. **PERSONAL PROPERTY:** Should the LESSEE(s) elect to choose **OPTION 3** (above), any and all of LESSEE(s), their assigns, agents, acquaintances, and/or other personal property remaining in, around, or about the premises or its appurtenances shall be forfeit so far as the FIVE (5) day vacation period has expired.

b. **CONDITION OF PREMISES:** LESSEE(s) agree that upon the execution of **OPTION 3** (above), LESSEE(s) shall vacate premises in the same or better condition as of the execution of this agreement. LESSEE(s) acknowledge that should they vacate the premises in worse condition than at the time of execution of this agreement, any and all appropriate legal action may be sought by LESSOR for restitution.

NON-PAYMENT, EVICTION, AND LATE FEE NOTIFICATION

LESSEE(s) acknowledges and understands that if the full amount of the monthly payment described herein has not been received by the end of **TEN (10)** calendar days after the date it is due, a late charge in the amount of **TWENTY-FIVE DOLLARS AND NO CENTS (\$25.00)** will become due, the total payment and penalty being the amount of **FIVE HUNDRED THIRTY FIVE DOLLARS AND NO CENTS (\$535.00)**. Any late fee charged shall not be applied/assumed as credit towards the **PURCHASE PRICE**.

For each bad check there will be **Thirty Dollars (\$30.00)** bad check fee applied.

LESSEE(s) acknowledges and understands that in the event of their failure to perform according to the covenants set forth herein, particularly, but not limited to, the full amount of the monthly payment described herein not being received by the end of **FIFTEEN (15)** calendar days after the date it is due, they may be placed in eviction in the pertinent Court of competent jurisdiction pertaining to the county in which the premises is located or other appropriate judicial process.

AS IS/WHERE IS LEASE NOTIFICATION

LESSEE(s) acknowledges and understands that the premises referenced herein is LEASED in strictly "AS IS/WHERE IS" condition, and it is mutually agreed, by and between the parties hereto, that the LESSEE(s) is solely responsible for maintaining the premises in a safe and non-hazardous condition during the duration of this agreement, and for bringing the building and premises to a habitable condition, compliant with any and all State, County, and City building and premises codes, within a reasonable period of time not exceeding THREE (3) months of the date of execution of this agreement, and maintaining the premises in a good state of repair during the term of this agreement.

LESSEE(s) also hereby acknowledges and understands that the LESSEE(s), upon the execution of this agreement, may take possession of the premises referenced herein, but will not occupy or allow to be occupied the stated premises until the building and premises are brought to a habitable condition, compliant with any and all State, County, and City building and premises codes.

LESSEE(s) also hereby acknowledges and understands that the LESSEE(s), upon the execution of this agreement, shall be immediately responsible for payment or alleviation of any encumbrances including, but not limited to, all taxes, assessments and/or impositions (includes such fees as ground rents, city/county miscellaneous fees as they require, property violations and/or fines levied, water/sewer charges, electrical/gas usage charges, garbage fees and property taxes levied, etc.) that may be legally levied or imposed upon said premises that are delinquent or currently due at the execution of this agreement without recourse.

RIGHT TO INSPECT PREMISES

LESSOR, it's employees or agents, shall have the right, after 24 hours of notice to the LESSEE(s), to enter and inspect the premises and all it's appurtenances referenced in this agreement at reasonable times for the purpose of inspecting the performance of the LESSEE(s) pertaining to the terms and conditions of this agreement set forth herein. LESSEE(s) hereby agrees to and grants LESSOR such stated rights.

Upon inspection of the premises and all it's appurtenances, should LESSOR deem that the terms and covenants of this agreement have not been fulfilled by the LESSEE(s), such as but not limited to maintenance, repair(s), or other reasonable grounds, LESSOR shall have the right to terminate this agreement immediately by written notice to the LESSEE(s), and should it require, the LESSEE(s) may be placed in eviction in the pertinent Court of competent jurisdiction pertaining to the county in which the premises is located or other appropriate judicial process. Such termination of this agreement does not entitle the LESSEE(s) to any payments made, whether towards the option consideration or not, to any refund whatsoever. LESSEE(s) hereby agrees to and grants LESSOR such stated rights.

LESSEE'S RIGHT TO SUB-LEASE

If all the requirements and covenants of this agreement are in full effect, including but not limited to maintaining the premises in a safe and non-hazardous condition during the duration of this agreement, and for bringing the building and premises to a habitable condition, compliant with any and all State, County, and City building and premises codes, LESSEE(s) shall have the right to sub-lease the premises referenced herein upon the mutual agreement to sub-lease said premises, in writing, between the LESSEE(s) and LESSOR. This sub-lease and acknowledgment of sub-lease shall be documented by a separate instrument to be approved by the LESSOR in its sole discretion. LESSEE(s) hereby acknowledges and agrees that the requirements and conditions of this agreement shall take priority, including but not limited to the "AS IS/WHERE IS" clause, over any sub-lease agreement.

Prior to the execution of any sub-lease agreement, LESSEE(s) hereby acknowledges and agrees to provide LESSOR with appropriate contact information for the sub-lessee(s), including but not limited to phone number(s), email address, emergency contacts, and other information that may be required by the LESSOR prior to the execution of the sub-lease.

Upon the execution of any sub-lease between LESSEE(s) and sub-lessee(s), this agreement shall remain in full effect according to the provisions set forth herein. Upon the event that the requirements and covenants set forth herein are not in full effect including, but not limited to non-payment, LESSEE(s) may be placed in eviction in the pertinent Court of competent jurisdiction pertaining to the county in which the premises is located or other appropriate judicial process, and LESSOR shall have the immediate right to convert the sub-lessee(s) to LESSEE(s) in the former LESSEE(s) stead. This conversion shall be documented by a separate instrument.

INSURANCE NOTIFICATION

The LESSEE(s) will pay for General Liability insurance as a part of their monthly payment. This fee is a Liability Insurance Policy and is not a replacement for Home-Owners Insurance or other appropriate insurance to be obtained by the LESSEE(s). This policy only covers the LESSOR's liability in this property. Without Home-Owners insurance or other appropriate insurance, the LESSEE(s) will still be responsible for damage related to fire, theft, or an act of God. Tenant will have Lessor named as a "LOSS/PAYEE" on the insurance policies.

LESSEE(s) will keep the buildings upon said premises insured by some company satisfactory to the LESSOR, and payable to the parties, respectively as their interest may appear, in the sum not less than FIFTY THOUSAND DOLLARS AND NO CENTS (\$50,000.00) during the term of this agreement. At the LESSOR's option (as indicated by written notice to the LESSEE(s)), the LESSOR may elect to (a) impound monthly, with the LESSOR (or its agent), the cost of such insurance as estimated by the LESSOR, or (b) procure said insurance, in which event the LESSEE(s) shall reimburse the LESSOR for the actual cost thereof within five (5) days after demand from the LESSOR. All insurance proceeds shall be payable to the LESSOR. In the event of a loss by fire or other casualty, the rights and obligations of the parties shall be as follows:

If the damage to the improvements on the Property is less than fifty (50%) percent of the total value of the improvements, the LESSEE(s) shall be obligated to repair or reconstruct said property. The LESSOR shall apply the proceeds directly to the costs of such repair or reconstruction, the LESSOR being entitled to any surplus insurance funds over and above the costs of repair or reconstruction, and the LESSOR being liable for any deficiency after application of the insurance money to such costs.

If the damage to the improvements on the Property is in excess of fifty (50%) percent of the total value of the improvements, the LESSEE(s) shall have the option as to whether to repair or reconstruct said property following such casualty loss.

If the LESSEE(s) elects not to repair or reconstruct said property, then the unpaid balance of the PURCHASE PRICE shall at the option of the LESSOR become due and payable forthwith, and the insurance proceeds shall be applied towards the application of such sum, any surplus of the insurance proceeds over and above the LESSEE(s) obligations shall be paid to the LESSEE(s). In the event that the agreement is paid out as a result of the application of the insurance proceeds, the LESSOR shall deliver a deed to the LESSEE(s) and consummate the transaction. In the event the contract is not paid out as a result of the application of the insurance proceeds pursuant to an election not to repair or reconstruct said property after casualty, the proceeds shall be credited to the account of the LESSEE(s) and the LESSEE(s) will continue to make regular payments pursuant to the terms of the agreement until the LESSEE(s) obligations are satisfied and the agreement consummated.

If the LESSEE(s) elects to repair or reconstruct, the insurance proceeds shall be applied by the LESSOR to the costs of such repair or reconstruction, the LESSEE(s) shall submit the building plans to the LESSOR for approval, for which approval shall be granted if the value of the land after the repair or reconstruction will equal or exceed the value of the premises immediately prior to the casualty. If requested by the LESSEE(s), the LESSOR will, after approval of the LESSEE(s) building plans, turn over the insurance proceeds to an insurance trustee for the purpose of paying for the repairs or reconstruction.

Any surplus of insurance proceeds over and above the costs of repair or reconstruction shall be delivered to the LESSEE(s), and any deficiency remaining after application of such proceeds to the costs of repair or reconstruction shall be paid by the LESSEE(s).

[signature(s) on the following page]

IN WITNESS WHEREOF, The parties to these presents have hereunto set their hands and seals the day and year first above written.

SIGN
HERE →

WITNESS

DAVID LEWIS DENNIS

SIGN
HERE →

WITNESS

SIGN
HERE →

LESSEE(s)

State of PENNSYLVANIA

County of _____

On this, the _____ day of _____, 2013, before me, a Notary Public for said State and County, personally appeared _____ and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal

NOTARY PUBLIC FOR PENNSYLVANIA

Printed Name: _____

My commission expires _____ (SEAL)

KAJA HOLDINGS, LLC

WITNESS

BY AUTHORIZED SIGNER

State of South Carolina

County of _____

On this, the _____ day of _____, 2013, before me, a Notary Public for said State and County, personally appeared _____ and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal

NOTARY PUBLIC FOR South Carolina

Printed Name: _____

My commission expires _____ (SEAL)

LEAD BASED PAINT RIDER AND RISK ASSESSMENT

RIDER TO AGREEMENT DATED the 15TH day of MARCH, 2013 between the LESSEE(s) and LESSOR for property located at 3430 NORTH 18TH STREET, PHILADELPHIA, County of PHILADELPHIA, State of PENNSYLVANIA.

The LESSOR and the LESSEE(s) agree that the following additions and/or modifications are hereby made to the above-referenced Contract.

1. AGREEMENT CONTINGENCY. Pursuant to Federal Regulations, the provisions of this Rider must be satisfied before the LESSEE(s) are obligated under this agreement.

1. LEAD WARNING STATEMENT. The LESSOR, as owner of an interest in residential real property on which a residential dwelling was built prior to 1978, is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduce intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The LESSOR, as owner of an interest in residential real property, is required to provide any LESSEE(s) with whom the LESSOR enter into an agreement with any information on lead-based paint hazards from risk assessments or inspections in the possession of the LESSOR and notify the LESSEE(s) of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

2. LEAD HAZARD INFORMATION PAMPHLET. The LESSOR shall deliver to the LESSEE(s) an EPA approved lead-hazard information pamphlet (For example, Protect Your Family From Lead In Your Home). Intact lead-based paint that is in good condition is not necessarily a hazard.

3. LESSOR'S DISCLOSURE. (Check all applicable boxes).

(A) Presence of Lead-Based Paint and/or Lead Based Paint Hazards.

(Check either (1) or (2) below).

☐ (1) Hazards Known. Attached hereto is a statement signed by the LESSOR disclosing the presence of known lead-based paint and/or lead-based hazards at the Property, including but not limited to the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards and the condition of the painted surfaces.

☒ (2) Hazards Unknown. The LESSOR has no actual knowledge of the presence of lead-based paint and/or lead-based paint hazards at the property.

(B) Records and Reports Available to LESSOR. (Check either (1) or (2) below).

☐ (1) Records Provided. The following is a list of all records and/or reports available to the LESSOR pertaining to lead-based paint and/or lead-based paint hazards at the property.

The LESSOR shall deliver a complete copy of each record and report to the LESSEE(s).

☒ (2) No Records. The LESSOR has no records or reports pertaining to lead based paint and/or lead-based paint hazards at the Property.

5. RISK ASSESSMENT. (Mark with an X either (A) or (B) below).

(A) ☐ LESSEE(s) hereby waive/waives the opportunity to conduct a lead-based paint hazard risk assessment or inspection

(A) ☐ This agreement is contingent upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards being obtained by the V at the expense of the LESSEE(s) before 5:00 p.m. on the tenth calendar day after full execution of the agreement by all parties (the "Lead Paint Inspection Period"). If the results of such inspection are unacceptable to the LESSEE(s) for any reason whatsoever, the LESSEE(s) shall notify the LESSOR or the attorney of the LESSOR in writing within two business days after the end of the Lead Paint Inspection Period, together with a copy of the inspection and/or risk assessment report. In such case, either party may cancel the agreement upon written notice to the other party or the other party's attorney. If the notice of unacceptable results by the LESSEE(s) is not received by the LESSOR or the attorney of the LESSOR within two business days after the end of the Lead Paint Inspection Period, this inspection contingency is deemed waived by the LESSEE(s). The definitions in Paragraph 1.B and C of Form 1.1 Contract Rider (1995) shall be used to determine whether or not the notice of unacceptable results by the LESSEE(s) has/have been received by the LESSOR before the end of the Lead Paint Inspection Period. The LESSOR will cooperate with the inspection made by the LESSEE(s) in such fashion as may be reasonably requested by the LESSEE(s). The LESSEE(s) may remove this contingency at any time without cause.

6. ACKNOWLEDGMENT BY THE LESSEE(s) (initial and date):

INITIAL HERE →	_____	_____	LESSEE(s) has/have received
	Initial	Date	Paragraph 4 of this Rider or attached to this Contract.
INITIAL HERE →	_____	_____	LESSEE(s) has/have received
	Initial	Date	an EPA approved lead hazard information pamphlet.
INITIAL HERE →	_____	_____	LESSEE(s) has/have received
	Initial	Date	a 10-day opportunity (or mutually agreed upon period) or has/have waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead- based paint hazards.

(signature(s) on the following page)

7. CERTIFICATION OF ACCURACY. The undersigned have reviewed the information above and certify to the best of their knowledge, that the statement they have provided is true and accurate.

Signed, sealed and delivered in the presence of:

KAJA HOLDINGS, LLC

SIGN
HERE →

WITNESS

SIGN
HERE →

BY AUTHORIZED SIGNER

WITNESS

DAVID LEWIS DENNIS

SIGN
HERE →

WITNESS

HERE
SIGN →

LESSEE(s)

State of PENNSYLVANIA

County of _____

On this, the _____ day of _____, 2013, before me, a Notary Public for said State and County, personally appeared _____ and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal

NOTARY PUBLIC FOR PENNSYLVANIA

Printed Name: _____

My commission expires _____ (SEAL)

ATTACHMENT "A" TO THE LEASE PURCHASE AGREEMENT

(Dated the 15TH day of MARCH, 2013, BETWEEN KAJA HOLDINGS, LLC and DAVID LEWIS DENNIS)

LEGAL DESCRIPTION

**THE HOUSE AND LOT COMMONLY KNOWN AS 3430 NORTH 18TH STREET,
SITUATED IN THE CITY OF PHILADELPHIA, COUNTY OF PHILADELPHIA, AND
STATE OF PENNSYLVANIA**

PARCEL ID NUMBER: 112255700



Lease Agreement w/Option to Purchase



VISION
PROPERTY MANAGEMENT

State of: _____
County of: _____

This agreement (herein "Agreement"), is made at _____, this _____ day of _____, between
"and" _____ ("TENANT"), and
_____ called "LANDLORD").

1. This Agreement is governed by all applicable <state> and local laws. Landlord and Tenant acknowledge and accept the terms binding upon them. No term or condition of this Agreement is intended to be inconsistent therewith and, in the event that any provision of this Agreement is found to be in violation thereof, said provision shall be considered void to the extent of the violation only.
2. **LOCATION:** The Landlord hereby leases with an option to purchase the premises to the Tenant and the Tenant hereby agrees to a future option to purchase the premises from the Landlord that certain property located in the County of _____, State of _____, which parcel of land with improvements will constitute the "premises." Said parcel of land is more particularly described as follows: _____
Parcel ID: _____
3. **TERM:** This Agreement shall commence on the _____ day of _____, and end on the _____ day of _____. Tenant covenants that upon the termination of this Agreement, or any extension thereof that Tenant will quietly and peaceably deliver up possession of the premises in good order and condition, similar to or better than upon initial possession, reasonable wear and tear excepted, free of Tenant's personal property, garbage and other waste, and return all keys to the Landlord.
4. **LEAD-BASED PAINT DISCLOSURE FOR MOST RESIDENTIAL PROPERTIES BUILT BEFORE 1978:** See lead based paint disclosure addendum, attached hereto as Exhibit A. This only applies to most residential properties built before 1978. Tenant also acknowledges receipt of the EPA's and HUD's Brochure "Protect Your Family from Lead in Your Home", attached hereto as Exhibit B.
5. **LEASE WITH OPTION TO PURCHASE APPLICATION:** The Tenant acknowledges that the Landlord has relied upon a lease with option to purchase application, a copy of which is has been electronically retained, as an inducement for entering into this Agreement, and the Tenant warrants to the Landlord that the facts stated in the application are true to the best of Tenant's knowledge. If any facts stated in said application prove to be untrue, the Landlord shall have the right to terminate the residency immediately and to collect from the Tenant any damages, including reasonable attorney fees as allowable by state law, resulting therefrom.
6. **PAYMENTS:** Tenant agrees to pay Landlord \$_____ per month, payable in advance, on or before the _____ day of _____ every month during said term for a total payment of \$_____. Payments shall be made payable to: _____, or as Tenant may be advised from time to time in writing, and delivered to: _____

Tenant further agrees to pay a late fee no more than the maximum amount allowable by state law, not to exceed \$75.00, when a payment is made after the 10th day after the original due date. Additional payments received from the Tenant will be applied towards the future monthly payments.

7. **OCCUPANTS:** Only persons designated in this Agreement or as further modified or agreed to in writing by Landlord shall reside in the premises. Tenants shall be responsible for complying with local applicable law dealing with occupancy limits.
8. **RETURNED CHECKS:** Tenant agrees to pay a fee no more than the maximum amount allowable by state law for each dishonored check, plus late charges if the check is not made good before the tenth day after the original due date. All future payments and charges, if more than one check is returned, shall be paid in the form of cash, cashier's checks, certified check or money order. If any check for the first month's payment is returned for insufficient funds, Landlord may declare this Agreement void and immediately terminated.
9. **RENEWAL TERMS:** This Agreement will automatically renew annually for six consecutive periods as long as there is no default by Tenant hereunder. Tenant retains the option to terminate this Agreement at any point after the completion of the first year, with thirty (30) days prior written notice, as defined in Paragraph 18. Upon expiration of the final term of this Agreement, when an option to purchase has not been executed by the Tenant, the Landlord may agree to renegotiate with Tenant in an effort to extend the terms of this Agreement.

I have read and hereby agree to this section: Tenant 1 Initials _____, Tenant 2 Initials _____

10. **SUBLEASE:** Tenant shall not assign or sublet said premises, or any part thereof without the written consent of Landlord. Tenant must have written permission from Landlord for guests to occupy the premises for more than 30 days.



VPM DFI 0066



11. UTILITIES AND SERVICES: Tenant agrees to pay for all utilities and services, which include but are not limited to electricity, gas, water, sewer, trash removal, snow removal, pest control, amenity charges, and lawn and landscaping maintenance. In the event of Tenant default in connection with the payment of utilities and services, Landlord may pay for such utilities and services and charge Tenant as additional monthly payments thereafter, together with any additional penalties, charges and interest charged by the providers. Tenant shall be liable for any inspections and associated fees required by local authorities and/or utility companies due to Tenant's failure to obtain service at time of occupancy or to maintain said services during the term of this Agreement. Tenant shall pay all costs of hook-ups and connection fees and security deposits in connection with providing utilities to the Tenant. Landlord hereby grants Tenant the express authority to secure utilities and result of criminal activity will be the responsibility of the Tenant. Landlord hereby grants Tenant the express authority to secure utilities and services in Tenant's name during the term of this Agreement, to the extent allowed by the utility and service provider.

12. TENANT OBLIGATIONS, MAINTENANCE AND OCCUPANCY: Tenant acknowledges that in return for monetary consideration towards a future option to purchase said premises as stipulated in Section 42 - Option to Purchase Clause, Tenant acknowledges that Tenant has inspected the premises and agrees to take possession of said premises in "As-Is" condition. When applicable, a mutually agreed upon Plan of Action ("POA") to bring the premises to level of habitability and compliance with code ordinances shall be executed and incorporated into this Agreement by reference as Exhibit C.

Tenant agrees to keep the premises safe and clean. In the case of a single-family house or duplex, Tenant shall keep the yard mowed, watered and free of pests, keep the roof and gutters free of debris, the shrubs neatly trimmed, and landscaping maintained. Tenant agrees not to store hazardous materials on the premises. Tenant agrees to comply with this Agreement and the rules and regulations that the Landlord may adopt concerning the Tenant's use and occupancy of the premises. Tenant is responsible for the installation and maintenance of all appliances and all smoke and carbon monoxide detectors, and understands that the Landlord is not responsible for such maintenance or installation or for replacing smoke and carbon monoxide detectors or changing batteries in said detectors.

Tenant agrees to be responsible for all routine maintenance of the premises, including, but is not limited to, keeping all roofing, heating, air conditioning, ventilation, plumbing, electrical and other facilities and appliances, and all sanitary systems in reasonably good and safe working condition. It is specifically understood that Tenant will, at Tenant's expense, keep sinks, lavatories, and commodes open, reporting any initial problem within five (5) days of occupancy, repair any and all damages caused by the tenancy and replace any burned out light bulbs. Tenant agrees to report to Landlord any malfunction or damage to electrical, plumbing, HVAC systems, smoke detectors, and any occurrence that may cause damage to the property. Tenant also agrees to pay for the cost of all repairs made necessarily by negligence or careless use of the premises and to pay for repairs/loss resulting from theft, malicious mischief or vandalism by Tenant and Tenant's guests and invitees. Tenant agrees to provide copies to Landlord of any inspection reports or repair estimates that caused by Tenant's negligence or careless use of the premises. Tenant is authorized to perform certain alterations or improvements in or to said premises or the fixtures or appliances contained therein without written consent of Landlord, such as painting, landscaping and exterior landscaping and such costs shall be the sole responsibility of the Tenant. No other repairs, alterations or changes in or to said premises or the fixtures or appliances contained therein, shall be made except after written consent of Landlord, and it shall be the responsibility of the Tenant for the cost of restoring said premises to their original condition if Tenant makes any unauthorized modifications. Demolitions of any type require written consent of Landlord. All remodeling and renovations undertaken by Tenant shall be properly permitted by the applicable authorities. Tenant shall hold Landlord harmless from any mechanical items placed upon the premises due to Tenant's failure to pay any subcontractors or suppliers for work or services performed on the premises. In the event a mechanic's lien is placed upon the premises, said mechanic's lien filing shall be considered a default under this Agreement, entitling Landlord to exercise its remedies here including eviction. In the event said mechanic's lien is not released from the premises within thirty (30) days of the filing date, Landlord may put the Tenant in default of this Agreement and exercise any and all remedies available to Landlord as set forth below. Alternatively, Landlord may pay the amount claimed on said mechanic's lien and add said amount to Tenant's monthly payment. Any failure of Tenant to promptly pay amounts paid by Landlord to remove mechanic's liens shall be a default in Tenant's obligation to pay under this Agreement. Tenant shall hold Landlord harmless from any and all damages, claims, liabilities, or losses whatsoever occurring out of Tenant's negligent or unintentionally deficient renovation work completed hereunder. In the event Tenant does not exercise its option to purchase, or otherwise defaults under the term of this Agreement, and subsequently vacates the premises with deficient renovation work remaining, Tenant shall reimburse Landlord for all costs of satisfactorily completing any deficient work initiated by Tenant. The provisions of this Paragraph shall survive this Agreement. In the event Tenant abandons the premises, or is evicted from the premises, or otherwise vacates the premises during the term of this Agreement, and Tenant leaves renovations or improvements incomplete, Tenant shall remain liable to Landlord for all reasonable costs incurred in procuring new contractors to complete any such unfinished renovations or remodeling left by Tenant upon Tenant vacating the premises during the term of this Agreement for any reason whatsoever. Tenant's obligations to reimburse Landlord for such costs shall survive the termination of the Agreement for whatever reason. NO REPAIR COSTS SHALL BE DEDUCTED FROM PAYMENTS BY TENANT. All improvements made by Tenant to the said premises shall become the property of the Landlord at the end of the lease term. Locks/deadbolts shall not be changed without the express permission of the Landlord.



Lease Agreement w/Option to Purchase



VISION
PROPERTY MANAGEMENT

Tenant, or any member of Tenant's family, guest or other person under the Tenant's control, shall conduct themselves in a manner that will not disturb any neighbor's peaceful enjoyment of their premises. Tenant, or any member of Tenant's family, guest or other person under the Tenant's control, shall not engage in or facilitate criminal or drug related activities. Any such violation constitutes a substantial violation of this Agreement, and is grounds for termination of tenancy and eviction from the premises. Tenant also agrees to pay for the cost of all repairs made necessary by the negligence or careless use of the premises and to pay for repairs/loss resulting from theft, malicious mischief or vandalism by Tenant and their guests. Tenant agrees to provide copies to Landlord of any inspection reports or repair estimates that Tenant may obtain.

Tenant is directly responsible for any damage caused by Tenant's appliances and/or furniture. Tenant is responsible for changing HVAC filters, reporting any water leaks, lighting pilot lights, checking for tripped breakers, changing smoke detector batteries and minor housekeeping repairs. Tenants will be held liable for damage to HVAC systems caused by dirty or missing filters and damages resulting from unreported problems. Tenant acknowledges that Tenant has inspected the premises and agrees that the premises are in safe, fit and habitable condition upon occupancy.

- 13. MAINTENANCE OF PREMISES, PEST CONTROL:** In accordance with Section 11, Tenant shall be responsible for keeping premises safe and clean and free of any infestation of any kind, including termites. Tenant is also responsible for repairing any damage caused from such infestation.

- 14. ESSENTIAL SERVICES AND APPLIANCES:** The Landlord shall provide available utilities up to the respective meter in or on the premises; meaning electricity, gas and running water. As it relates to sanitary plumbing or sewer services, the Landlord shall provide a functioning connection to the premises.

In the event that these services are disconnected and unable to be tested, or require repairs from the meter forward, the Landlord and Tenant will enter into a Plan of Action ("POA") and establish responsibilities and timelines for completion. During this period of time, the Tenant may take possession but shall not occupy the premises. Monthly payments may be temporarily deferred based upon the mutual agreement of the parties. Once the repairs have been completed, services are operational, and the Landlord has completed an inspection of the repair work, the Tenant may take occupancy. Appliances are the responsibility of the Tenant to maintain and replace when necessary.

- 15. INSURANCE:** Tenant shall be responsible for insuring his/her own personal contents and possessions against fire, theft and other catastrophes and/or occurrences. Landlord and Tenant hereby release each other from liability for loss or damage occurring on or to the leased premises, caused by fire or other hazards ordinarily covered by fire and extended coverage insurance policies and each waives all rights of recovery against the other for such loss or damage. Willful misconduct lawfully attributable to either party, whether in whole or in part a contributing cause of the casualty giving rise to the loss or damage, shall not be excused under the foregoing release and waiver.

Landlord has included casualty and general liability insurance on the dwelling. Tenant will notify the Landlord immediately in the event of any damage due to fire or other peril. If the event of a total loss, the Landlord shall have the sole option to repair or raze the improvements, terminate this Agreement, or provide a property of similar utility to the Tenant.

- 16. RIGHT TO ACCESS:** The Tenant shall not unreasonably withhold consent to the Landlord to enter into the dwelling unit in order to inspect the premises or make agreed repairs or supply agreed services or exhibit the premises to prospective or actual purchasers, tenants, workmen, or contractors. The Landlord or Landlord's agent may enter the dwelling unit without consent of the Tenant:

- a) At any time in case of emergency, including but not limited to prospective changes in weather conditions which pose a likelihood of danger to the property may be considered an emergency; and
- b) Between the hours of 8:00 a.m. and 8:00 p.m. for the purpose of providing agreed repairs or services, provided that prior to entering the Landlord announces intent to enter to perform services.

The Landlord shall not abuse the right of access or use it to harass the Tenant. Except for paragraphs 16(a) above, the Landlord shall give the Tenant at least a 24-hour notice of intent to enter and may enter only at reasonable times.

The Landlord has no other right of access except pursuant to court order, as allowable by state law, when accompanied by a law enforcement officer at reasonable times for the purpose of service of process in ejectment proceedings, or unless the Tenant has abandoned or surrendered the premises.

- 17. MILITARY CLAUSE:** If the Tenant is a member of the Armed Forces of the United States, stationed in the local area, and shall receive permanent change of station orders out of the local area, Tenant may, upon presentation of a copy of said orders of transfer to the Landlord, along with thirty (30) days written notice of intent to vacate and make all payments due as of the expiration date of such written notice, and any miscellaneous charges in arrears, terminate this Agreement. Normal enlistment termination or other type discharge from

Lease Agreement w/Option to Purchase



Armed Forces, unless due to conditions beyond the service member's control, or acceptance of government quarters is not a permanent change of station and is not justification for termination of this Agreement. Withholding knowledge of pending transfer or discharge at time of entry into this Agreement voids any consideration or protection offered by this section.

18. **DEFINITION OF "THIRTY (30) DAY NOTICE"**: Any written notice given by either party to the other party in order to meet a thirty (30) day notice requirement will be deemed given, and the thirty (30) days is deemed to commence upon receipt of said notice. Any termination permitted by other sections contingent upon a thirty (30) day notice will then be effective as of the effective date of said notice.
19. **DESTRUCTION OR DAMAGE TO PREMISES**: If the premises are damaged or destroyed by fire or casualty to the extent that normal use and occupancy of the premises is substantially impaired, the Tenant may:
- a) Immediately vacate the premises and notify the Landlord in writing within seven days thereafter of Tenant's intention to terminate the Agreement, in which case the Agreement terminates as of the date of vacating; or
 - b) If continued occupancy is lawful, vacate any part of the premises rendered unusable by the fire or casualty, in which case the Tenant's liability for payment is reduced in proportion to the diminution of use of the premises.
20. **CONDEMNATION**: Tenant hereby waives any injury, loss or damage, or claim therefore against Landlord resulting from any exercise of a power of eminent domain of all or any part of the premises or surrounding grounds of which they are a part. All awards of the condemning authority for the taking of land, parking areas, or buildings shall belong exclusively to the Landlord. In the event substantially all of the premises shall be taken, this Agreement shall terminate as of the date the right to possession vested in the condemning authority and payment shall be apportioned as of that date. In the event any part of the property and/or building or buildings of which the premises are a part (whether or not the premises shall be affected) shall be taken as a result of the exercise of a power of eminent domain, and the remainder shall not, in the opinion of the Landlord, constitute an economically feasible operating unit, Landlord may, by written notice to Tenant given within sixty (60) days after the date of taking, terminate this Agreement as of a date set out in the notice not earlier than thirty (30) days after the date of the notice; payment shall be apportioned as of termination date.
21. **ABSENCE, NON-USE AND ABANDONMENT**: The unexplained absence of a Tenant from the premises for a period of 15 days after payment default shall be construed as abandonment of the premises. If the Tenant abandons the premises for a term beginning before the expiration of the Agreement, it terminates as of the date of the new tenancy, subject to the other Landlord's remedies. If the Landlord fails to use reasonable efforts to re-lease the premises at a fair market price or if the Landlord accepts the abandonment as a surrender, this Agreement is considered to be terminated by the Landlord as of the date the Landlord has notice of the abandonment. When the premises has been abandoned or this Agreement has come to an end and the Tenant has removed a substantial portion of personal property or voluntarily and permanently terminated the utilities and has left personal property in the premises or on the premises, the Landlord may enter the premises, using forcible entry if required, and dispose of the property. All property of the tenant not covered by this section will be disposed under applicable state law. If Tenant abandons the premises, Tenant shall be liable for the payments for the remaining term of this Agreement under applicable state law. Landlord shall also have the right to store or dispose of any of Tenant's property remaining in the premises after the termination of this Agreement as provided by applicable law.
22. **SECURITY DEPOSIT**: The Landlord does not require a security deposit, therefore does not hold any funds on behalf of the Tenant.
23. **NONCOMPLIANCE WITH AGREEMENT OR FAILURE TO PAY**: If there is a noncompliance by the Tenant with this Agreement other than nonpayment or a noncompliance with Paragraph 12 above, the Landlord may deliver a written notice to the Tenant specifying the acts and omissions constituting the breach and that this Agreement will terminate in accordance with applicable state laws.

This Agreement shall terminate as provided in the notice except that: if the breach is remediable by repairs or otherwise and the Tenant adequately remedies the breach before the date specified in the notice, or if such remedy cannot be completed within 30 days, but is commenced within the 30-day period and is pursued in good faith to completion within a reasonable time, this Agreement shall not terminate by reason of the breach.

If payment is unpaid when due, the Landlord may terminate this Agreement and initiate forcible entry and detainer proceedings as allowable by state law.

The Landlord may recover actual damages and obtain injunctive relief in magistrate's or circuit court, as allowable by state law, without posting bond for any noncompliance by the Tenant with this Agreement or Paragraph 12 above.

If there is noncompliance by the Tenant with Paragraph 12 above materially affecting health and safety that can be remedied by repair, replacement of a damaged item, or cleaning and the Tenant fails to comply as promptly as conditions require in case of emergency, or within thirty (30) days after written notice by the Landlord specifying the breach and requesting that the Tenant remedy it within that period of time, the Landlord may enter the dwelling unit and cause the work to be done in a workmanlike manner and shall, in addition, have the remedies available under applicable state law.

☐ TENANT 1 INITIALS ☐ TENANT 2 INITIALS ☐ LANDLORD INITIALS

VPM DFI 0069



Lease Agreement w/Option to Purchase



If there is noncompliance by the Tenant with Paragraph 12 above materially affecting health and safety other than as set forth in the preceding paragraph, and the Tenant fails to comply as promptly as conditions require in case of emergency, or within thirty (30) days after written notice by the Landlord if it is not an emergency, specifying the breach and requesting that the Tenant remedy within that period of time, the Agreement shall terminate. Upon termination, the Landlord has a right to possession and for payment and a separate claim for actual damages for breach of the Agreement and reasonable attorney's fees as allowable by state law. Any claim not satisfied by Tenant may be turned in to the credit bureau or collection agency or, at Landlord's option, a money judgment may be obtained against Tenant and Landlord may proceed to collect the judgment in accordance with applicable state law.

24. **REMEDY AFTER TERMINATION:** If the Agreement is terminated, the Landlord has a right to possession, for payment, and a separate claim for actual damages for breach of the Agreement, reasonable attorney's fees, collection costs as allowable by state law, court costs and interest at the then applicable statutory rate under state law.
25. **NOTICE:** A Landlord receives notice when it is delivered at the place of business of the Landlord through which the Agreement was made or at any place held out by Landlord as the place of receipt of the communication.
26. **PROHIBITIVE EQUIPMENT/FURNITURE:** Tenant agrees not to place antennas, waterbeds, and auxiliary heaters on or in the premises without written permission from Landlord.
27. **USE OF PREMISES:** The premises shall be used for residential purposes by Tenant and for no other purpose whatsoever. It shall not be used in violation of any provision of this Agreement or of any rule or regulation or addendum adopted by Landlord and incorporated in this Agreement or of any ordinance, rule or regulation of any government body or in any manner which will constitute a nuisance or which will vitiate or increase the insurance rate of the premises.
28. **PETS:** Unless specifically prohibited by local, neighborhood or home owners and/or condominium association regulations or bylaws, domestic or other animals on or about the premises shall be allowed without the prior written consent of the Landlord. The Landlord shall have the right to withdraw consent and demand removal of any previously permitted animal upon the first complaint registered against such animal or upon evidence of injury or damage to person or property caused by the animal.
29. **WAIVER:** A Tenant is considered to have waived a violation of a Landlord's duty to maintain the premises as set forth in this Agreement a violation of the Landlord's duties under applicable state law, as defense in an action for possession based upon nonpayment, or in an action for payment concerning a period where Landlord has no notice of the violation of the duties, thirty (30) days before payment is due for violations involving services other than essential services, or the Landlord has no notice before payment is due which provides a reasonable opportunity to make emergency repairs necessary for the provision of essential services. No modification, change, or cancellation hereof shall be valid unless in writing and executed by all parties hereto. No representation or promise has been made by either party hereto except as herein stated.
30. **PEACEFUL ENJOYMENT:** The Landlord covenants that the Tenant, on making payment and performing the covenants hereof, shall and may peaceably and quietly have, hold, and enjoy the premises for the term mentioned without unlawful hindrance or interruption by the Landlord.
31. **BINDING PROVISIONS:** The provisions of this Agreement shall be binding upon and inure to the benefit of the Landlord and the Tenant, and their respective successors, legal representatives, and assigns.
32. **SUBORDINATION:** Tenant's rights are subject to any bona fide mortgage which now covers said premises and which may hereafter be placed on said premises by Landlord. Tenant shall upon request by Landlord execute a subordination of its rights under this Agreement to any mortgage or transfer of deed given by Landlord hereunder, whether to secure construction or permanent or other financing or asset disposition. Tenant shall, upon request by Landlord, promptly execute a certification of good standing certifying the terms of this Agreement, its due execution, the provisions hereof, or the terms of amendments hereto, if any, and any other information reasonably requested.
33. **PAYMENT ADJUSTMENT:** Upon expiration of each term of this Agreement, the Landlord, at Landlord's discretion, may alter the monthly payment schedule in effect provided only that written notice of such alteration is delivered as first class mail via the US Postal Service, postage prepaid at least fifteen (15) days prior to the effective date of alteration. Annual adjustments may be made by Landlord to accommodate annual changes in property operating expenses, to include but not limited to property taxes, homeowner's insurance and HOA fees when applicable.
34. **LOSS OF PERSONAL PROPERTY:** Any personal property placed in the premises or placed in any storage room, space or area in a building or yard in which the premises are located, or elsewhere on the property of Landlord, including any automobile or vehicle parked in any drive or parking area, shall be at the risk of Tenant. Landlord shall not be liable for any loss of or injury or damage to any automobile or other property belonging to Tenant or other persons, or to any person, resulting from collision, theft, or any other cause whatsoever.

Lease Agreement w/Option to Purchase



sustained by reason of or growing out of the storage of personal property or the parking of any automobile or vehicle belonging to Tenant or any other use by Tenant's family members, Tenant's servant or agent, or Tenant's guests of storage or parking areas. Tenant agrees to indemnify and hold harmless Landlord from and against any and all claims, which may be made by Tenant, a member of Tenant's family, or servant, agent or guest of Tenant for such loss or damage. Tenant acknowledges that Landlord does not carry insurance to cover Tenant's personal property. Tenant shall be responsible for and is advised to obtain appropriate personal content insurance.

35. **JOINT RESPONSIBILITY:** If this Agreement is executed by more than one (1) Tenant, the responsibility and liabilities herein imposed shall be considered and construed to be joint and several, and the use of the singular shall include the plural.

36. **LANDLORD'S AND TENANT'S ADDRESS FOR COMMUNICATIONS:** All notices, requests, and demands unless otherwise stated herein, shall be addressed and sent to:

Landlord: _____
Address: _____

Email: _____
Phone: _____

Tenant #1: _____
Address: _____

Email: _____
Phone: _____

Tenant #2: _____
Address: _____

Email: _____
Phone: _____

37. **CAPTIONS:** Any heading preceding the text of any paragraph hereof is inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or affect.

38. **FACSIMILE AND OTHER ELECTRONIC MEANS:** The parties agree that this Agreement may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

39. **MEGAN'S LAW:** The Tenant agrees that no course of action may be brought against the Landlord for failure to obtain or disclose any information contained in the state Sex Offender Registry. The Tenant agrees that the Tenant has the sole responsibility to obtain any such information. The Tenant understands that Sex Offender Registry information may be obtained from the local sheriff's department or other appropriate law enforcement officials.

40. **ENTIRE AGREEMENT.** This Agreement and its Exhibits contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by a dated written agreement signed by both Landlord and Tenant. No surrender of the premises or of the remainder of the term of this Agreement shall be valid unless accepted by Landlord in writing. TIME IS OF THE ESSENCE WITH REGARD TO ALL TERMS AND CONDITIONS IN THIS AGREEMENT.

41. **NON-RELIANCE CLAUSE:** Both Tenant and Landlord hereby acknowledge that they have not received or relied nor could have relied upon any statements or representations or promises or agreements or inducements by any third party which are not expressly stipulated herein. If not contained herein, such statements, representations, promises, or agreements shall be of no force or effect. This general non-reliance clause shall not prevent recovery in tort for fraud or negligent misrepresentation or intentional misrepresentation unless specific non-reliance language is included in this Agreement. This is a non-reliance clause and is neither a merger clause nor an extension of a merger clause. The parties execute this agreement freely and voluntarily without reliance upon any statements or representations by parties or agents except as set forth herein. All parties have fully read and understand this Agreement and the meaning of its provisions. All parties are legally competent to enter into this Agreement and to fully accept responsibility. All parties have been advised to consult with counsel before entering into this Agreement and have had the opportunity to do so.

42. **OPTION TO PURCHASE CLAUSE:** (This is a future contract to buy)

- a) A non-refundable monetary payment (herein "Option Agreement Fee") in the amount of \$ _____ has been received from the Tenant for the future option to purchase said premises (the "Option to Purchase"). If Tenant does not exercise the Option to Purchase, the monies paid as the Option Agreement Fee shall be forfeited to Landlord as liquidated damages and not as a penalty as consideration for Landlord granting the Option and taking the premises off the market. The parties acknowledge and agree that the forfeiture of the Option Agreement Fee is the best estimate of damages because it is not possible to determine actual damages.

[] TENANT 1 INITIALS [] TENANT 2 INITIALS [] LANDLORD INITIALS

VPM DFI 0071



Lease Agreement w/Option to Purchase



- b) Tenant retains the Option to Purchase the premises at any time before the conclusion of the sixth [annual] automatic renewal period. Prior to giving notice of Tenant's exercise of the Option to Purchase, Tenant shall satisfy himself as to title and give notice to Landlord, at least thirty (30) days prior to the exercise of the Option, of any title defects over which Tenant cannot obtain an Owner's Title Policy at standard rates. Tenant agrees to accept as permitted exceptions all current restrictions and easements upon the premises. Landlord shall be responsible at closing to pay only for any liens placed on the premises by Landlord. If Landlord is unwilling to cure any defect that renders the title unmarketable, Tenant may either waive the defect or proceed to closing without a reduction in the Option Price, or the Option Agreement Fee will be refunded and the sale shall be terminated, and thereafter, neither party shall have any further liability to the other.
- c) Tenant may exercise this Option to Purchase by sending a written notice to Landlord any time before this Agreement's expiration. All monthly payments shall be due until closing.
- d) The Tenant and Landlord agree that the future option price of the premises shall be _____ (the "Option Price").
- e) At the time the Option to Purchase is exercised, the Option Price shall be reduced by the amount of the Option Agreement Fee plus the amount equaling the number of full payments received multiplied by _____ (the "Adjusted Option Price").
- f) Upon satisfying the remaining adjusted Option Price (i.e. cash, bank financing, etc.) and other conditions of agreement for the purchase of the property executed at the time of the exercising of the initial Option, Landlord shall provide Tenant with a warranty deed.
- g) At closing, each party shall be responsible for its own attorney's fees. Tenant shall be responsible for all closing costs, including any financing costs, title commitment, title insurance, the cost to record the warranty deed, and the cost of any lender's title policy. Landlord shall be responsible only for the cost of the preparation of the warranty deed, but not any transfer fees or documentary stamps fees which shall be the responsibility of the Tenant. Any real estate taxes shall be prorated through the date of closing.

I have read and hereby agree to this section: Tenant 1 Initials _____, Tenant 2 Initials _____

WHEREFORE, the parties have executed this Agreement or caused the same to be executed by their authorized representative as of the day and year first above written.

THIS AGREEMENT AND ITS EXHIBITS supersedes all prior written or oral agreements and can be amended only through a written agreement signed by both parties. Provisions of this Agreement shall bind and inure to the benefit of the Landlord and to the Tenant and their respective heirs, successors, and assigns. TENANT AGREES TO RECEIVE COMMUNICATIONS FROM LANDLORD AND ITS AGENTS AT THE EMAIL ADDRESS, PHONE AND FAX NUMBER LISTED HEREIN.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals on the day and year above written.

WITNESSES:

Signature: _____

Tenant #1 Witness Name: _____

Date: _____

Signature: _____

Tenant #2 Witness Name: _____

Date: _____

Signature: _____

Landlord Witness Name: _____

Date: _____

TENANT:

Signature: _____

Tenant #1 Name: _____

Date: _____

Signature: _____

Tenant #2 Name: _____

Date: _____

LANDLORD:

Signature: _____

Landlord Name: _____

Date: _____