

# UNFURNISHED

COPY

DATE OF LEASE	BEGINNING	TERM OF LEASE	ENDING	MONTHLY RENT	SECURITY DEPOSIT
8-24-10	9-01-10		8-31-11	\$1,050.00	\$1,050.00

LESSEE	Jaclyn Nitch	LESSOR
NAME	Daniel Wolter	NAME
APT. NO.	1405 E. Central Road	ADDRESS
ADDRESS OF PREMISES	Unit 115B	1519 E. Central Road
	Arlington Heights, IL 60005	Arlington Heights, IL 60005

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor for a private dwelling the condominium unit apartment designated above (the "Premises") for the above Term, subject to all the provisions of this Lease.

## ADDITIONAL COVENANTS AND AGREEMENTS (if any)

Rider attached to and made part of this lease. Rent is due on the first of each month. Late fee of \$25.00 if payment is made after 15<sup>th</sup> of the month. No pets allowed in unit. No changing of locks in unit.

1. **RENT:** Lessee accepts and agrees to pay the above specified rent for the Premises without setoff, deduction or reduction, in advance promptly on the first day of each month in the term. If the term begins or ends on a date other than the first or last day of a month, rent shall be paid at the current rate for the fraction of such month. Unpaid rent shall bear interest at the rate of 16% per annum or the highest legal rate of interest, whichever is lower, from the date due until paid; provided, however, that such amount shall in no event exceed the maximum amount permitted by law.

2. **SECURITY DEPOSIT:** Lessee has deposited with Lessor the security deposit set forth above to be retained by Lessor to ensure that Lessee faithfully performs all of the covenants and obligations as provided in this Lease. Upon termination of this Lease and the full performance of all obligations as provided herein and payment of all sums due to Lessor, so much of the security deposit as remains unapplied shall be returned to Lessee, including interest, if any, as required by law. In the event Lessee has failed to keep and perform provisions and covenants as provided in this Lease, then Lessor shall deduct, resulting damage sustained by Lessor, and provide Lessee with an itemized statement of damage and estimated cost of repairing same. This security deposit shall not be treated as an advance payment of rent and Lessee shall not apply the security deposit as rent.

3. **SERVICE:** Lessee shall be entitled to the following services if and to the same extent provided to other residents in the building ("Building") of which the Premises forms a part:

- (a) Janitor Service in and about the Building, but not within the Premises.
- (b) Heat, if heat is under the control of Lessor, between September 15 and the ensuing June 1 whenever heat shall be required for comfortable occupation and use of the Premises as provided by City Ordinance. Lessee shall maintain the temperature of the Premises above 50° at all times.
- (c) Hot water and cold water for ordinary residential purposes, drawn through fixtures installed by Lessor or by Lessee with Lessor's prior written consent.
- (d) Elevator Service if the Building is elevator-equipped.

(e) Electricity and gas, if gas is connected to the Premises, for ordinary residential and laundry uses. Unless otherwise agreed in writing by Lessor, Lessee will pay directly to the utility companies for all electricity and gas consumed in the Premises including the electricity and gas used in the heating and air conditioning of the Premises.

Lessor does not warrant the quality or adequacy of supply of water, gas, electricity, refrigeration, air conditioning, janitorial service, or elevator service, and does not warrant that any of the services above mentioned will be free from interruption caused by repairs, renewals, improvements, alterations, strikes, lockouts, accidents, inability to obtain fuel or supplies, or other causes beyond the reasonable control of Lessor. Any such interruption of service shall never be deemed an eviction or disturbance of Lessee's use and possession of the Premises or any part thereof, or render Lessor liable to Lessee for damages, or relieve Lessee from performance of Lessee's obligations under this Lease.

4. **CONDITION OF THE PREMISES:** Lessee has examined the Premises before signing this Lease and is satisfied with the condition thereof, excepting only such alterations, improvements, repairs, decorating and cleaning, if any, which are specifically provided for herein. Lessee's taking possession shall be conclusive evidence as against Lessee that the Premises, including without limitation, heating, plumbing and smoke detector(s), were in good order and satisfactory condition when Lessee took possession hereunder. No promise of Lessor to alter, remodel, improve, repair, decorate or clean the Premises or any part thereof, and no representation respecting the condition of the Premises or the Premises or been made by Lessor to Lessee, unless the same is contained herein or made a part thereof. At the termination of this Lease by lapse of time or otherwise, Lessee shall return the Premises and all equipment and fixtures therein in as good condition as when Lessee took possession, ordinary wear and tear excepted, failing which Lessor may restore the Premises, equipment and fixtures to such condition and Lessee shall pay the cost thereof upon request. Lessee may remove any floor covering paid for and installed by Lessee provided (a) Lessee also removes all nails, tacks, paper, glue, bases and other vestiges of the floor covering and restores the floor surface to the condition existing before such floor covering was installed; or (b) Lessee pays to Lessor, upon request, the cost of restoring the floor surface to such condition. If Lessee does not remove Lessee's floor covering, radiator covers, window blinds, and Lessee's other like equipment from the Premises by the end of the term, Lessee shall be conclusively presumed to have abandoned the same and Lessee's title thereto shall pass under this Lease as a bill of sale to Lessor without payment or credit by Lessor to Lessee therefor.

### 5. USE OF PREMISES:

(a) Lessee acknowledges that the Premises is part of a condominium unit, and therefore Lessee's use and occupancy of the Premises is subject at all times to the terms and provisions, covenants and restrictions of the Declaration of Condominium Ownership covering the Building and all applicable rules, regulations and By-Laws of the Condominium Association, as amended or added to from time to time (collectively, "Condominium Documents"), copies of which have been provided to Lessee. The failure of Lessee to perform or observe any of the duties and obligations applicable to Lessee under the Condominium Documents shall constitute a default under this Lease. Lessee shall indemnify Lessor and hold it harmless from and against any damages, direct or indirect, as a result of such non-performance by Lessee.

(b) Lessee will occupy and use the Premises during the term as Lessee's private residence and for no other purpose. This provision forbids especially, but not exclusively, uses such as the keeping of roomers, lodgers and boarders, the sale or barter of merchandise, the carrying on of any trade, profession, business school, course of instruction or entertainment, and the teaching of instrumental or vocal music, dramatics, gymnastics or dancing.

(c) Lessee will not make or permit any use of the Premises which, directly or indirectly, is forbidden by public law, ordinance or governmental regulation, or which is dangerous to life, limb or property, or which tends or will tend to injure the reputation of the Premises or of the Building, or which will disturb any resident of the Building or residents of the neighborhood, or which may increase the premium cost of or invalidate any policy of insurance carried on the Building or by Lessor.

(d) The name of Lessee may be exhibited in the hall or lobby of the Building or elsewhere only in form, manner and substance approved by Lessor.

(e) Lessee shall not permit Lessee's children to play or loiter in, nor shall Lessee use for storage of baby carriages, bicycles, scooters, sleds or other articles, or for any purpose other than ingress or egress, the sidewalks, entrances, porches, halls, vestibules, elevators and stairways of the Building.

(f) No dog, cat, reptile, bird or other animal shall be brought into or permitted to be in the Premises or in the Building or any part of it without the prior written consent of Lessor. If Lessor grants permission to keep a pet, Lessee shall abide by all applicable provisions of the Condominium Documents. Such consent, if given, may be revoked at any time without liability of Lessor to Lessee. If written consent is granted, Lessee agrees to pay any costs relating to the keeping of the pet, including, at the termination of the occupancy, any costs of having the Premises cleaned if needed as a result of the pet's presence on the Premises. Failure to insist upon compliance with this paragraph (f) of Section 5 for any period of time shall not constitute a waiver of Lessor's right to require compliance by Lessee from and after notice to comply.

(g) Lessee shall not make or permit any noise, odor or light that is objectionable to other occupants of the Building to emanate from the Premises and shall not create or maintain a nuisance therein. Lessee shall not operate any radio, stereo, television, musical instrument or other device in a manner that disturbs other occupants of the Building.

(h) Lessee shall not install or maintain any radio, television or other aerial, wires or equipment outside the Premises or on the roof of the Building without the prior written consent of Lessor.

(i) Lessee shall not use or install in the Premises any appliance or equipment which uses a substantial amount of electricity, gas or water without the prior written consent of Lessor. Lessee shall obtain from Lessor the safe capacity of the electric wiring in the Premises and shall not use more electricity than such safe capacity.

(j) Lessee shall not use or install any water or liquid filled beds, furniture, recreational or therapeutic pools or appliances in the Premises without the prior written consent of Lessor.

(k) Lessee shall not change or add any locks or other similar devices on any door or window of the Premises without Lessor's prior written consent. No keys for any door other than keys provided by Lessor shall be made or used. If more than two keys for one lock are desired by Lessee, Lessor may provide the same upon payment by Lessee.

(l) Laundry work shall be done only in the area provided for such purpose.

(m) Lessee shall not display or permit to be displayed any signs, posters or pictures visible outside of the Premises without the prior written consent of Lessor.

(n) Lessee shall not alter, restrict or interfere in any way with any part of the heating, lighting, plumbing, security, electrical, ventilating, cooling system, equipment or other apparatus in or about the Premises or the Building.

(o) Water closets and other water apparatus shall not be used for any purpose other than that for which they are designed, and no sweepings, rubbish, rags, matches, razor blades or other injurious substances shall be placed therein. Damages and costs of repairs and cleaning resulting from violation of this paragraph (o) of Section 5 shall be paid for by Lessee.

(p) Without Lessor's prior written consent in each and every instance, Lessee shall not install or operate in the Premises any machinery, refrigeration or heating devices, or air conditioning apparatus, or use any illumination other than electric light, or use or permit to be brought into the Premises or the Building any flammable article, substance or fluid, such as gasoline, kerosene, naptha and benzene, or explosives or article, substance or fluid deemed hazardous to life, limb or property.

(q) Lessee shall indemnify Lessor and hold Lessor harmless from any and all liability under the Illinois Liquor Control Act of 1934, as amended, arising out of the use or consumption of alcoholic liquors in the Premises.

(r) In addition to all other liability for breach of any covenant of this Section 5, Lessee shall pay to Lessor all damages resulting from such breach and an amount equal to any increase in insurance premiums) resulting from such breach.

6. **REPAIRS:** Subject to the provisions of Section 7 and except for reasonable wear and tear, Lessee shall, at Lessee's own expense and under the supervision and control of Lessor, keep the Premises, including the walls and wall-coverings, floor and floor-coverings, windows and window-coverings, doors, paint, plaster, plumbing, cabinetry, ceilings, woodwork, light fixtures, hardware, glass, kitchen range, refrigerator, disposal, dishwasher, heating, air conditioning and ventilating appliances and all other fixtures and equipment therein or appurtenant thereto in good order, condition and repair and in a clean, sanitary and safe condition, shall replace all broken and damaged items with others of the same quality, shall repair and maintain all smoke detector(s) in the Premises, including battery replacement as necessary, and shall maintain the Premises as required by law.

7. **UNDEMANDABILITY:** If the Premises or the Building become untenable due to fire or other casualty, Lessor may elect (a) to terminate this Lease as of the date of the fire or casualty by notice to Lessee within thirty days after that date, or (b) to repair, restore or rehabilitate the Premises at Lessor's expense within one hundred twenty days after Lessor is enabled to take possession of the Premises and undertake reconstruction or repairs, in which latter event this Lease shall not terminate but rent shall be abated on a per diem basis while the Premises are untenable. If Lessor elects to repair, restore or rehabilitate the Premises and does not substantially complete the work within the one hundred twenty day period, either party may terminate this Lease as of the date of the fire or casualty by notice to the other party not less than one hundred twenty days nor more than one hundred thirty days after Lessor is enabled to take possession of the Premises and undertake the reconstruction or repairs. In the event of termination of this Lease pursuant to this Section 7, rent shall be apportioned on a per diem basis and paid to the date of the fire or casualty.

8. **ALTERATIONS:** Lessee shall not make any alterations in or additions to the Premises without Lessor's prior written consent in each and every instance. Lessor's decision to refuse such consent shall be conclusive. Lessor's consent may be conditioned upon the furnishing by Lessee of such documents, security and insurance as Lessor may require in order to protect Lessor from Lessor's Liens and liability for personal injuries and damage to property and to assure Lessor that the work will be performed in a lawful and workmanlike manner, and with proper materials. All additions, hardware, fixtures and improvements, temporary or permanent, except movable furniture and equipment belonging to Lessee, in or upon the Premises whether installed by Lessor or Lessee, shall be Lessor's property and shall remain upon the Premises upon termination of the term by lapse of time or otherwise, all without compensation, allowance or credit to Lessee.

9. **SUBLETTING OR ASSIGNMENT:** Lessee shall not cause or permit any transfer of this Lease or any interest under it or any lien upon Lessee's interest by operation of law. Lessee shall not assign or

LESSOR'S COPY

ur occupancy of the Premises or any part thereof by any one other than Lessee without in each and every case the prior written consent of Lessor.

10. **RESERVED RIGHTS:** Lessor reserves the following rights: (a) subject to applicable law, to enter the premises or any part thereof at all reasonable hours for inspections, repairs, alterations or additions, to exhibit the Premises to prospective tenants, purchasers or others, to display without molestation by Lessee "For Rent" and similar signs, and for any other purposes whatsoever related to the safety, protection, preservation or improvement of the Premises or the Building; (b) to enter the Premises at any time or times during the last sixty days of the term, if during or prior to that period Lessee vacates the Premises, to decorate, remodel, repair, alter or otherwise prepare the Premises for reoccupancy; and (c) constantly to retain and use passkeys to the Premises. The exercise of Reserved Rights by Lessor shall never be deemed an eviction or disturbance of Lessee's use and possession of the Premises and shall never render Lessor liable in any manner to Lessee or to any person in the Premises.

11. **WAIVER:** Lessor and Lessor's agents and servants shall not be liable and, to the extent not prohibited by applicable law, Lessee waives all claims for damage to person or property sustained by Lessee or any occupant of the Premises resulting from the Building or any part of it or any equipment or appearance becoming out of repair, or resulting from any accident in or about the Building, or resulting directly or indirectly from any act or neglect of any resident of the Building or of any other person. This Section 11 shall apply especially, but not exclusively, to damage caused by water, snow, frost, steam, excessive heat or cold, sewage, gas, odors or noise or the bursting or leaking of pipes or plumbing fixtures, and shall apply equally whether any such damage results from the act or neglect of other residents, occupants or servants of the Building or of any other person, or from such other things or circumstances whether similar or dissimilar to the foregoing. If any such damage results from any act or neglect of Lessee, Lessor may, at Lessor's option, repair such damage, whether caused to the Building or to residents thereof, and Lessee shall thereupon pay to Lessor the total cost of such repairs and damages both to the Building and to the residents thereof. All personal property belonging to Lessee or any occupant of the Premises that is in the Building or the Premises shall be there at the risk of Lessee or such other person only, and Lessor shall not be liable for any damage thereto or the theft or misappropriation thereof. It is further expressly covenanted and agreed that any space in or about the Building of which the Premises are a part, which may be made available by Lessor to Lessee, or which may be used by Lessee for the purpose of storing automobiles, bicycles, carriages, or other personal property of any nature shall not constitute part of the Premises, and any such space used by Lessee or any occupant of the Premises shall be solely at Lessee's risk. Under no circumstances, and in no event, shall Lessee be liable to Lessee, or any occupant of the Premises, for any damage amount because of damage to or loss of any such personal property kept in any manner, or for any damage to the Premises, all such liability or claims, if any whatsoever, being hereby expressly waived by Lessee.

12. **HOLDING OVER:** Lessee shall pay to Lessor, as liquidated damages, double the amount of rent stipulated in this Lease, and interest thereon, for the time during which Lessee retains possession of the Premises or any part thereof after termination of the term by lapse of time or otherwise, or if and only if Lessor serves written notice upon Lessee of Lessor's election thereof, such holding over shall constitute renewal of this Lease for one year. Lessor's acceptance of any rent after holding over begins does not renew this Lease. This provision does not waive Lessor's rights of re-entry or any other right hereunder.

13. **SUBORDINATION:** Lessor's title is and always shall be paramount to the interest of Lessee. Lessee shall not do any act which shall or may encumber or cloud Lessor's title. If Lessee voluntarily or involuntarily causes or is responsible for any claim, lien or cloud upon Lessor's title, Lessor may, at Lessor's sole option, take such steps and expend such monies as may be necessary promptly to discharge any claim or remove any such lien or cloud, and Lessee will pay to Lessor upon demand all monies expended by Lessor in such undertaking, including Lessor's costs and expenses. Lessee's rights under this Lease are subject and subordinate at all times to the lien of any mortgages(s) now or hereafter affecting the Premises and to all advances made or hereafter made upon the security thereof.

14. **EMINENT DOMAIN:** If the Building or any portion thereof which includes a substantial part of the Premises, shall be taken or condemned by any competent authority for any public use or purpose, the term of this Lease shall end upon, and not before, the date when the possession of the part so taken shall be required for such use or purpose, and without apportionment of the land under it. If the grade of any street or alley adjacent to the Building is changed by any competent authority and such change of grade makes it necessary or desirable to remodel the Building to conform to the changed grade, Lessor shall have the right to cancel this Lease upon not less than ninety days' notice prior to the date of cancellation designated in the notice. No money or other consideration shall be payable by Lessor to Lessee for the right of cancellation, and Lessee shall have no right to share in the condemnation award or in any judgment for damages with respect to matters set forth in this Section.

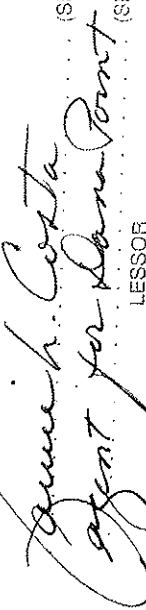
15. **REMEDIES:** All rights and remedies of Lessor herein enumerated shall be cumulative, and none shall exclude any other right or remedy allowed by law.

(a) If Lessee defaults in the payment of rent or in the prompt and full performance of any provision of this Lease, or if the leasehold interest of Lessee be levied upon under execution or be attached by process of law, or if Lessee is adjudged bankrupt or makes an assignment for the benefit of creditors, or if a receiver be appointed for any property of Lessee, or if Lessee abandons the Premises, then, Lessor may, if Lessor so elects, either forthwith terminate this Lease and Lessee's right to possession of the Premises five (5) days after written notice by Lessor, in the event of default in the payment of rent, or ten (10) days after written notice by Lessor, in the event of default in the performance of any provision of this Lease other than the payment of rent or, without terminating this Lease, forthwith terminate Lessee's right to possession of the Premises.

(b) Upon any termination of this Lease, whether by lapse of time or otherwise, or upon any termination of Lessee's right to possession without termination of this Lease, Lessee shall surrender possession and vacate the Premises immediately, and deliver possession thereof to Lessor, and hereby grants to Lessor full and free license to enter into and upon the Premises in such event with or without process of law and to repossess the Premises as of Lessor's former estate and to expel or remove Lessee and any others who may be occupying or within the Premises and to remove any and all property therefrom, using such force as may be necessary, without being deemed guilty of trespass, eviction or forcible entry or detainer, and without relinquishing Lessor's right to rent or any other right given to Lessor hereunder or by operation of law.

(c) If Lessee abandons the Premises or otherwise entitles Lessor to terminate Lessee's right to possession only without terminating this Lease, and Lessor so elects, Lessor may, at Lessor's option, enter into the Premises, remove Lessee's property and other evidence of tenancy, and take and hold possession thereof as in paragraph (b) of this Section 15, without such entry and possession terminating this Lease or releasing Lessee, in whole or in part, from Lessee's obligation to pay the rent hereunder for the full term, and in any such case Lessee shall pay forthwith to Lessor a sum equal to the entire amount of the rent stipulated in this Lease for the residue of the stated term plus any other sums then due hereunder. Upon and after entry into possession without termination of this Lease, Lessor may, but need not, relet the Premises or any part thereof for the account of Lessee to any person, firm or corporation other than Lessee, for such rent and upon such terms as Lessor in Lessor's sole discretion shall determine. Lessor shall not be required to observe any instructions given by Lessee about such reletting. In any such case, Lessor may make repairs, alterations and additions to the Premises, and redecorate the same to the extent deemed by Lessor necessary or desirable, and Lessee shall, upon demand, pay the cost thereof, together with Lessor's expenses of the reletting. If the consideration collected by Lessor upon any such reletting for Lessee's account is not sufficient to pay

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed under their seals on the day first above written.

  
Agent for Dana Point  
LESSOR

(SEAL)

(SEAL)

AS AGENT FOR DANA POINT CONDO

ASSIGNMENT BY LESSOR

ASSIGNMENT BY LESSOR

Sells over to \_\_\_\_\_ and to his heirs, executors, administrators, and assigns, his entire interest in and to the above Lease, and the rent thereby reserved, maturing after the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

WITNESS the hand and seal of Lessor this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

GUARANTY

In consideration of the making of the above Lease by Lessor with Lessee at the request of the undersigned and Lessor's reliance on this guaranty, the undersigned hereby guarantees the payment of the rent to be paid by Lessee and the performance by Lessee of all the terms, conditions, covenants and agreements of the Lease, and the undersigned promises to pay all Lessor's expenses, including assignments by Lessee and Lessee's assigns, of this Lease, made either with or without notice to the undersigned, shall in no way affect or release the undersigned from liability as guarantor.

WITNESS the hand and seal of the undersigned as guarantor at the date of the above Lease.

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

including the full amount of the rent reserved in this Lease together with such taxes or charges, alterations, improvements and Lessor's expenses, Lessee shall pay to Lessor the amount of each monthly deficiency upon demand; and if its consideration so collected from any such reletting is more than sufficient to pay the full amount of the rent reserved herein, together with such costs and expenses of Lessor, Lessor at the end of the stated term of this Lease shall account for the surplus to Lessee.

(d) Any and all property which may be removed from the Premises by Lessor pursuant to the authority of this Lease or of law, to which Lessee is or may be entitled, may be handled or removed by Lessor at the risk, cost and expense of Lessee, and Lessor shall in no event be responsible at warehousemen, bailee or otherwise for any property left in the Premises or the Building by Lessee, or for the value, preservation or safekeeping thereof. Lessee shall pay to Lessor, upon demand, any and all expenses incurred in such removal. Any such property of Lessee not removed from the Premises by Lessee within seven days after the end of the term, however terminated, shall be conclusively deemed to have been forever abandoned by Lessee.

(e) Lessee shall pay upon demand all Lessor's costs, charges and expenses, including the fees or agents and others retained by Lessor and, as provided by applicable laws and court rules, the fees or counsel, incurred in enforcing Lessee's obligations hereunder or incurred by Lessor in any litigation, negotiation, or transaction in which Lessee causes Lessor, without Lessor's fault, to become involved or concerned.

(f) All rights and remedies of Lessor under this Lease or provided by law, may be exercised by Lessor in its own name individually or in its name as agent, and all legal proceedings for the enforcement of any rights or remedies, including distress for rent, forcible detainer and any other legal or equitable proceedings, may be commenced and prosecuted to final judgment and execution by Lessor, in its own name individually or by Lessor in its legal capacity as such. Lessee conclusively agrees that Lessor has full power and authority to execute this Lease and to make and perform the agreements herein contained and Lessee expressly stipulates that any rights or remedies available to Lessor, either by the terms of this Lease, or otherwise, may be enforced by Lessor in its own name individually or in its name as such Lessor.

16. **NOTICES:** In every instance where it shall be necessary or desirable for Lessor to serve any notice or demand upon Lessee, it shall be sufficient (a) to deliver or cause to be delivered to Lessee a written or printed copy thereof, or (b) to send a written or printed copy thereof by United States certified mail return receipt requested, postage prepaid, addressed to Lessee at the Premises, in which event the notice or demand shall be deemed to have been served at the time the copy is mailed, or (c) to leave a written or printed copy thereof with some person of the age of 13 years or upwards, residing on or in possession of the Premises, or (d) in the event no one is in the actual possession of the Premises, then by posting the same upon any door leading into the Premises, in which event the notice or demand shall be deemed to have been served at the time the copy is so left or affixed. All such notices or demand shall be signed by or on behalf of Lessor. All notices required or desired to be sent by Lessee to Lessor shall be in writing, shall be signed by Lessee and shall be given by personal delivery or by prepaid U.S. certified mail to Lessor or Lessor's agent for purposes of receiving notices, if any, identified in this Lease.

17. **MISCELLANEOUS:**

(a) No receipt of money by Lessor from Lessee after the termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Premises shall renew, reinstate, continue or extend the term of this Lease or affect any such notice or demand or suit except as required by law. Money so paid to Lessor shall be deemed compensation to temporary use and occupancy only.

(b) No waiver or any default of Lessee hereunder shall be implied from any omission by Lessor to take any action on account of such default, if such default persists or be repeated, and no express waiver shall affect any default other than the default specified in the express waiver and then only to the time and to the extent therein stated. The invalidity or unenforceability of any provision hereof shall not affect or impair the validity or enforceability of any other provision.

(c) In the absence of fraud, no person, firm or corporation, or the heirs, legal representatives successors and assigns, respectively, thereof, executing this Lease as agent, trustee or in any other representative capacity, shall ever be deemed or held individually liable hereunder for any reason or cause whatsoever.

(d) The words "Lessor" and "Lessee" wherever used in this Lease shall be construed to mean Lessor's or Lessee's in all cases where there is more than one Lessor or Lessee, and their respective obligations shall be joint and several. Necessary grammatical changes required to make the provision hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

(e) Lessor shall have the right to terminate this Lease on the last day of any calendar month by giving Lessee not less than 120 days prior written notice if Lessor proposes or is required, for any reason, to remodel, remove or demolish the Building or any substantial portion of it or if Lessor decides to sell the unit. No money or other consideration shall be payable by Lessor to Lessee for this right and the right hereby reserved to Lessor shall inure to all purchasers.

(f) Provisions inserted herein or affixed hereto shall not be valid unless appearing in the duplicate original held by Lessor. In the event of variation or discrepancy, Lessor's duplicate original shall control. Submission of this instrument for examination does not constitute a reservation of or option for the Premises.

(g) Each provision hereof shall extend to and shall, as the case may require, bind and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives and successors, and assigns in the event this Lease has been assigned with the express written consent of Lessor.

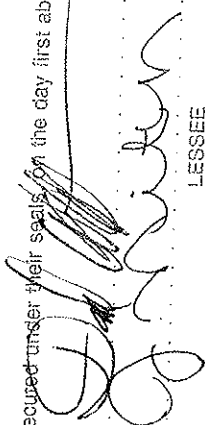
(h) All amounts (other than rent) owed by Lessee to Lessor hereunder shall be paid within ten days from the date Lessor renders statements of account hereof and shall thereafter bear interest at 15% per annum or the highest rate allowable by law, whichever is lower, until paid.

(i) Provisions written on the back of this Lease and signed by Lessor and Lessee and all riders attached to this Lease and signed by Lessor and Lessee are hereby made a part of this Lease as though inserted in this Lease.

(j) This Lease embodies the entire and final agreement and understanding between the parties and supersedes all prior negotiations, agreements and understandings. Following execution of this Lease by both parties, no provision of this Lease may be modified, waived or discharged unless each change is evidenced in writing and signed by the party against whom enforcement of the modification, waiver or discharge is sought.

(k) If Lessee shall occupy the Premises prior to the beginning of the term of this Lease with Lessor's consent, all the provisions of this Lease shall be in full force and effect as soon as Lessor occupies the Premises. Rent for any period prior to the beginning of the term of this Lease shall be fixed by agreement between Lessor and Lessee.

(l) This Lease is subject to the condition that Lessor procures release or waiver of any option or first refusal or other pre-emptive rights of Lease contained in the Condominium Documents within the time established therein. If, after making every reasonable attempt, Lessor is unable to procure such release or waiver and so notifies Lessee thereof, this Lease shall become null and void and all security deposited shall be returned to Lessee, provided that if said option or pre-emptive right is not exercised, this Lease shall remain in full force and effect.

  
LESSEE

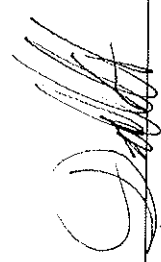
(SEAL)

(SEAL)

## LEASE EXTENSION REQUEST

I hereby request an extension of the lease on Unit 115B at 1405 E. Central Road from September 1, 2011 to August 31, 2012. I understand that the rent for this period will be \$1,075.00 per month for the condominium at the above location.

I understand and agree that all other terms and conditions detailed on the lease, rules and regulations, and/or the tenant handbook, will remain in effect during the above stated extension term. I also understand and agree that a 60 day written notice to vacate is required and that the rent will be due and payable during the entire notice period.

  
\_\_\_\_\_  
Tenant

29 Jul 2011  
Date

  
\_\_\_\_\_  
Tenant

29 Jul 2011  
Date

Received By:   
Date: 29 Jul