RESIDENTIAL LEASE AGREEMENT

2520 Honey Lou Court, Appleton, WI 54915

PARTIES	Tenant Name: PHILIP	STUART	P	roperty Owner Th	e Mox Group, LLC
	Tenant Name DoRothy	MATHEWS (Cosigner L	andlord/Manager	Daniel Mokrzycki
	Phone Number (920				er (920) 205-2310
PREMISES	Street Address: 2520 Hor				
	City/State/Zip: Appleton,	WI 54915			
TERM	Apartment Number:		Rental Term	: 1 YEAR	
	First Day of Term: MARCH 2, 2013 Last Day of Term: FEBRUARY 28, 2014				
	This agreement is only for agree in writing if tenancy	the stated term an	d is NOT automa	tically renewable. La	
NO SMOKING	Smoking is prohibited wit	hin the apartments	Discard your tra	ash and cigarette butt	s into proper receptacles.
UTILITIES	Tenant must pay all utility	charges that are se	eparately metered	l or subject to cost all	ocation, as follows:
	Utility Charges	Electric	Water Bill	Trash / Recyclin	ng
	Included in Rent			X	
	Separately Metered	X	X		
	Cost Allocation				
DEPOSIT SPECIAL CONDITIONS	to be held by the Landlord mailed to Tenant's forward Premises. Tenant is responday of the term provided in ATCP 134.06. Upon surre Landlord's property held by Special Conditions:	ding address or last nsible for giving Lanthis Rental Agree ender, Tenant shall	t known address andlord his/her no ement, subject to vacate the Premi	within 60 days after T ew address. Surrende the exceptions descri- ises and return, or acc	Cenant surrenders the er shall occur on the last bed in Wis. Admin. Code
LANDLORD RIGHT TO ENTER	Landlord may enter the Pronotice, to inspect the Prem comply with applicable law Tenant, when a health or somecessary to protect the Pronotice of the Pronotice	ises, make repairs, ws or regulations. afety emergency ex	show the Premis Landlord may en xists, or if Tenant	tes to prospective tena ter without advance n t is absent and Landlo	ants or purchasers, or notice upon consent of the ord believes entry is
ABANDON- MENT	If Tenant unjustifiably remliable for all rent due unde Landlord, and less any net Premises for three consecutandlord's sole discretion, Premises. If Tenant leaves as provided by law or per a	r this Agreement the rent received by Lative weeks without deem that Tenant spersonal property	arrough the last date and lord in rerent to written notice of has removed from behind, Landlord	ny of the term, plus daing the premises. If T is such absence to Lan in the Premises and premises are premises are premises and premises are premises are premises and premises are premises and premises are premises are premises and premises are premises are premises are premises and premises are premises are premises and premises are premises are premises are premises are premises are premises and premises are premise	remages incurred by Tenant is absent from the adlord, Landlord may, in roceed to rerent the

SALE OF PROPERTY Upon voluntary or involuntary transfer of ownership of the Premises, Landlord's obligations under this Agreement are expressly released by Tenant. The new owner of the Premises shall be solely responsible for the Landlord's obligations under this Agreement.

DAMAGE BY CASUALTY

If the Premises are damaged by fire or other casualty to a degree that renders them untenantable, Tenant may move out unless Landlord promptly proceeds to repair and rebuild. Tenant may move out if the repair work causes undue hardship. If Tenant remains; rent abates to the extent Tenant is deprived of normal full use of the Premises, until the Premises are restored. If repairs are not made, this Agreement shall terminate. If the Premises are damaged to a degree which does not render them untenantable, Landlord shall repair them as soon as reasonably possible.

CONDITIONS AFFECTING HABIT-ABILITY The Premises and the building of which they are a part are NOT currently cited for uncorrected building or housing code violations unless a copy of any such notices of uncorrected code violations are attached to this Agreement. The Premises do NOT contain any of the following conditions adversely affecting habitability unless listed under Special Conditions: No hot or cold running water, plumbing or sewage disposal facilities not in good operating order, unsafe or inadequate heating facilities (incapable of maintaining at least 67 degrees F in living areas), no electricity, electrical wiring or components not in safe operating condition, or structural or other conditions that are substantially hazardous to health or safety.

SMOKE DETECTOR NOTICE

Print Co-Signer Name

Wisconsin law requires that the Landlord maintain any smoke detectors located in any building common areas. State law further requires that THE TENANT MUST EITHER MAINTAIN ANY SMOKE DETECTOR ON THE PREMISES, OR GIVE LANDLORD WRITTEN NOTICE WHENEVER A SMOKE DETECTOR ON THE PREMISES IS NOT FUNCTIONAL. The Landlord shall provide, within five days of receipt of any such notice, any maintenance necessary to make that smoke detector functional. Maintenance shall include the provision of new batteries, as needed.

Attachments checked below are attached to this Rental Agreement and incorporated herein by reference.

Attachment	X Check	Attachment	X Check
Rules and Regulations	X	Pet Agreement	NA
Crime Free Lease Addendum	X		

Fenant Signature	Landlord Signature
PHILIP STOART Print Penant Name 8	Daniel Mokrzycki, The Mox Group, LLC
Joseph Strathers	
Dorolly Mathews	

RULES AND REGULATIONS

2520 Honey Lou Court, Appleton, WI 54915

- Rent is due on the first (1st) day of the month. A \$25.00 late fee will be charged if rent is not paid by the 2nd of the month. Thereafter, \$5.00 will be charged for each additional day the rent remains unpaid during the month. After the 7th day of the month, you will be subject to eviction.
- 2. A thirty (30) day written notice is required prior to the date of vacating your apartment in order to be eligible for the return of your deposit.
- 3. No occupants other than those listed on the lease will be allowed to occupy an apartment without written permission from the management. There is a seven (7) day limit on visitors living in your apartment. You should notify the manager when you will be having guests for this length of time so there will be no confusion on this matter.
- 4. No business may be operated out of or from the apartment.
- 5. There will be no soliciting or peddling on the complex premises.
- There can be no babysitting other than for your immediate family. No commercial sitting unless written permission from the management is obtained.
- 7. The use of any type of explosive, firearm or other dangerous weapon in or about the apartment complex is strictly prohibited. This includes fireworks.
- 8. A lockout fee of \$25.00 will be paid in advance for lockouts.
- 9. Every tenant is entitled to a quiet place to live. No tenant will make or allow to be made any disturbing noises by himself, his family, agents, visitors, etc., nor do we permit anything by such persons that will interfere with the rights, comforts or conveniences of other tenants. This includes: loud music, children running up and down stairways, children yelling and screaming in hallways.
- 10. No pets allowed without express written consent from management and Pet Deposit paid in advance with a signed Pet Agreement in place.
- 11. No clotheslines are permitted. Hanging clothes on property fences or stair rails in not allowed.
- No automobiles are to be driven or parked in the yards. No washing cars, car repairs, or oil changes are allowed on the complex property.
- 13. Tenants are assigned parking space(s). No overnight parking by guests is allowed.
- 14. Any inoperable automobiles will be towed away at the owner's expense.
- 15. Tenants shall not use any permanent wall mounting brackets such as wall anchors, lag bolts, or any other wall mounting equipment that would cause such a hole or wall defect larger than an ordinary nail or small screw. Any special system or wall mounting will require written permission from the management.
- 16. Tenants shall take good care of the premises and its fixtures and shall promptly report to the manager when any equipment, fixture or portion of the premises is out of order.
- 17. Locks may not be changed or added by anyone other than the manager or manager's agent. Tenants who wish a lock to be changed must pay \$50.00 for each lock changed.
- 18. All glass, locks, and trim in or on the doors and windows of any building shall not be broken; if any part is broken through the fault of the tenant or his guests, it shall be immediately replaced and repaired under the direction of and to the satisfaction of the management at the cost of the tenant. Broken windows and damaged screens are the responsibility of the tenant.

Tenant Initials

- 19. The tenant is responsible for any and all damages done to his apartment, and/or complex grounds as a result of the negligence of the tenants or his guest(s). Maintenance due to tenant carelessness or neglect will be performed at a cost of \$30.00 per hour labor cost, plus all material costs. Minimum charge will be \$30.00.
- 20. Maintenance requests will be taken at the manager's mailbox only.
- 21. Tenants will be charged for all material and labor for the repair of any equipment (including burst pipes) which result from failure to pay any utility bill or if the tenant turns off the heat.
- 22. Do not add any type of wallpaper, contact paper, or paint to the walls of the apartment without written permission from the manager.
- 23. Do not throw trash on the grounds.
- 24. Do not clutter the hallways and porches. No garbage is to be left around your apartment door. All personal belongings must be kept indoors.
- 25. Items that are too large to fit in the dumpster provided for trash will be removed at your expense. Do not place furniture in the hallways or around the dumpsters.
- 26. The apartment is furnished with a range and refrigerator. Do not remove anything from the apartment that is there upon rental. Do not work on or make repairs to any equipment without permission from the management.
- 27. Laundry facilities are for the use of RESIDENTS ONLY.
- 28. No alcoholic beverages are allowed in the laundry, on the grounds, or in other public areas of the complex.
- 29. The Mox Group, LLC and those they represent are NOT responsible for the safety of any personal property, no matter what the cause, whether in storage bins, or apartments. IT IS STRONGLY RECOMMENDED THAT YOU PURCHASE RENTERS INSURANCE TO COVER YOUR PERSONAL BELONGINGS.
- 30. No more than one household per unit, unless authorized in writing by management. New occupant of apartment must meet all entrance requirements. Two Bedroom Apartment: maximum 4 persons.
- 31. Any act, omission to act, or negligence of the tenant, a member of the household, or guest(s), which result in the disconnection of any utility service will result in the tenant receiving a notice in writing, from management, to restore the service. If the service is not restored within 8 hours from the date the notice is issued, the lease will be terminated. The notice will be sent to the tenant upon management's receiving knowledge of the NOT HABITABLE condition of the unit.
- 32. Any Returned Checks for any reason shall be charged a fee of \$50.00 plus any bank charges that may apply from either the tenant's or manager's banking institution. If a payment form for rent due is returned a 2nd time than all charges as stated above will apply and you will be required to make payment by money order or certified check for the duration of the lease.

I HAVE RECEIVED, READ AND UNDERSTOOD THE COPY OF THE RULES AND REGULATIONS.

Tenant Signature

Date

Landlord Signature

3/2/ Data

Print Tenant Name

Daniel Mokrzyck

Tenant Signature

Trolle.

Print Tenant Name

CRIME FREE LEASE ADDENDUM

2520 Honey Lou Court, Appleton, WI 54915

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Resident agree as follows:

Resident and members of the resident's household or a guest or other persons affiliated with the resident:

- Shall not engage in any act intended to facilitate criminal activity.
- 2. Shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means illegal possession delivery, distribution, or manufacture [as defined in Wis.JI.(criminal 920), s. 961.01(6), (9), and (13) respectively], of a controlled substance [as defined in s. 961.01(4)] or a controlled substance analog [as defined in s. 961.01(4m)].
- 3. Shall not permit the dwelling unit to be used for, or to facilitate criminal activity, regardless if the individual engaging in such an activity is a member of the household, or a guest.
- 4. Shall not engage in any illegal activity, including but not limited to prostitution [as prohibited in s. 944.30, 944.31, and 944.34], criminal gang activity [as defined in s. 939.22(9)], harassment [as prohibited in s. 947.013], battery [as prohibited in s. 940.19], endangering safety by use of dangerous weapon [as prohibited in s. 941.20], on or near the dwelling premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety, and welfare of the landlord, his agent, or other tenants, or involving imminent or actual serious damage to property [as prohibited in s. 943.01].
- 5. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation, and a material and irreparable non-compliance. It is understood that a single violation shall be good cause of immediate termination of the lease under s. 704.17(2)(b). Unless otherwise provided by law, proof of violations shall not require a criminal conviction, but shall be by a preponderance of the evidence.
- 6. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.
- This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

3-2-13

HILP YTUAR

Print Tenant Name

Tenant Signatu

MOVE IN / MOVE OUT CONDITION REPORT

2520 Honey Lou Court, Appleton, WI 54915

PARTIES	Tenant Name: PHILIP STUART	Property Owner The Mox Group, LLC
	Tenant Name DOROTHY MATHEWS (Co-signer)	Landlord/Manager <u>Daniel Mokrzycki</u>
	Phone Number (920) 636-6271	Manager Phone Number (920) 205-2310
	Apartment Number 103 Inspection Date	3/2/13
	# of Apartment Keys 2 # of Mailbox Keys	# of Basement Keys
	Move In Date $3/2/13$	Move Out Date

The premises are being delivered in clean, sanitary, and good operating condition, with no spots, stains, marks, damages, or deteriorating paint, unless otherwise noted below in the "Move In Exceptions" column. This is not a request for maintenance. Contact the manager or landlord if maintenance is required.

Item	Move In Exceptions	Move Out Exceptions	Itemized Charges
LIVING ROOM			
Walls / Ceilings			
Floors / Carpet			
Doors / Locks			
Lights / Switches / Outlets			
Blinds / Drapes			
Windows / Screens			
Heater			
Woodwork / Trim			
Air Conditioner			
KITCHEN			
Walls / Ceilings			
Floors			
Doors / Locks			
Lights / Switches / Outlets			
Heater			
Cabinets			
Counter Tops			
Range / Range Hood			
Refrigerator			
Sink / Faucet			
Woodwork / Trim			
BATHROOM			
Walls / Ceilings			
Floors	The state of the s		
Doors / Locks			
Lights / Switches / Outlets			
Heater			
Mirror			
Cabinets			
Sink / Faucet			
Toilet			
Tub / Shower			
Towel Bars / Accessories			

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