

RESIDENTIAL LEASE AGREEMENT

This Lease is entered into between _____ (hereinafter referred to as "Tenant") and BIG BRICK BUILDINGS MT, LLC., a Missouri limited liability company (hereinafter referred to as "Landlord"). Each Tenant is jointly and severally liable for the payment of Rent and performance of all other terms of this Lease. A judgment entered against one Tenant shall be no bar to an action against other Tenants.

WITNESSETH

That in consideration of the representations made in the Application filed by the Tenant with the Landlord, and the Rent reserved herein and the covenants herein contained, the Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, a fully furnished apartment unit known as _____ (the "Unit") located at **304 & 310 N. Skinker Blvd, Saint Louis, Missouri** (the "Property" and together with the Unit, "the Premises"), subject to the terms and conditions in this Lease.

1. Term: The Term of this Lease is for _____, commencing on the ____ day of _____, 20__ and expiring on the ____ day of _____, 20__, unless renewed or extended pursuant to the terms herein.

2. Rent: The total rent for the Term of this Lease is _____ Dollars (\$ _____), payable at a rate of _____ Dollars (\$ _____) per month (the "Monthly Rent") in advance, the first installment to be made on the first day of _____, 20__ and a like sum on the first day of every month thereafter, without delay, deduction, or demand, except when that day falls on a weekend or a legal holiday, in which case Rent is due on the next business day. Payment shall be made to Landlord at _____. Rent shall be paid by money order, cashier's check and/or certified check, or personal check. Unless otherwise approved by Landlord in writing, partial payment of Rent is not acceptable at any time; all payments must be made in full to include all amounts due. Rent shall not be considered paid until actual receipt thereof. Tenant placing Rent monies in the mail is not sufficient for Rent to be considered paid. Except as provided by law, Tenant has no right to withhold Rent for any purpose, even an Act of God, or to reduce or offset Rent payable under this Lease by any of Tenant's costs or damages against Landlord.

3. Additional Rent and Application of Payments: To the extent allowed by applicable law, all payments due under this Lease (including late fees, attorney's fees, damages, eviction fees, utility fees and other charges) will be considered as "Additional Rent" (such Additional Rent, together with the Monthly Rent and the Prorated Rent shall be collectively referred to as "Rent") and Landlord shall be entitled to pursue any remedies associated with Tenant's failure to pay such Rent. Tenant agrees that all payments made will be applied first to fees and charges other than Monthly Rent (late fees, attorney's fees, damages, eviction fees, utility fees and other charges), then to past due Monthly Rent and then to current Monthly Rent.

4. Prorated Rent – First Month: The Prorated Rent from the commencement of this Lease to the first day of the following month is \$ _____, which amount shall be paid at the execution of this Lease.

5. Returned Check and Stop Payment: In each instance that a check offered by Tenant to Landlord for any amount due under this Lease or in payment of Rent is returned for lack of sufficient funds, a "stop payment" or any other reason, a service charge of \$35.00 will be assessed. If Tenant's personal check is not honored for payment for any reason, then Tenant will be required to make all future payments by cashier's check or money order. This includes payment pursuant to any existing balance as well as all future payments due.

6. Late Charges: Tenant shall be assessed a late fee of \$25.00 for Rent that is postmarked after the 5th of the month. An additional late fee of \$25.00 shall be assessed for Rent that is postmarked after the 10th of the month. Thereafter, Tenant shall be charged an additional late fee of \$5.00 per day for each additional day that the Rent or any portion thereof remains unpaid. Once assessed in accordance with the terms of this Lease and the Rent Collection Policy Addendum, all late fees shall become and be included in the Rent. Post-dated checks will not be accepted. Landlord reserves and in no way waives the right to insist on payment of the Rent in full on the date it is due.

7. Security Deposit and Return Thereof: Upon execution of this Lease, Tenant will deposit with Landlord the sum of _____ Dollars (\$ _____), the amount of which does not exceed two (2) month's Monthly Rent. Landlord shall have the right, but not the obligation, to apply the Security Deposit in whole or in part (i) to remedy Tenant's default in the payment of Rent due to Landlord, pursuant to this Lease, (ii) to restore the Premises (including but not limited to furnishings) to its condition at the termination of the tenancy, ordinary wear and tear excepted, or (iii) to compensate Landlord for actual damages sustained as a result of Tenant's failure to give adequate notice to terminate the tenancy pursuant to law or this Lease, provided that Landlord makes reasonable efforts to mitigate damages. Tenant may not utilize the Security Deposit as Rent or utility payment due the Landlord, nor shall s/he deduct same from the last month's Rent or final utility payment, nor require the Landlord to indemnify itself from said sum of money or any part thereof with respect to any particular violation or default of Tenant. In the event that any part of the said Security Deposit shall have been utilized by Landlord in accordance with the terms hereof or applicable law, the Tenant shall, upon the delivery of notice of same, immediately deposit with the Landlord the amount so applied by Landlord so that the Landlord shall have the full deposit on hand at all times during the Term of this Lease and any renewal thereof or holding over.

Landlord Initials _____
Tenant Initials _____

BIG BRICK BUILDINGS MT LLC
1/2019

Landlord shall provide Tenant with at least one week advance notice in writing or by electronic transmission of the date and time when Landlord will inspect the Unit following the termination of this Lease. Tenant may be present at the inspection of the Unit at the time and date scheduled.

Within thirty (30) days after the Tenant has vacated the Unit, the Landlord shall provide Tenant, by personal delivery or by first-class mail, postage prepaid, with an itemized list of damages to the Unit, if any, and a statement of costs actually incurred, along with the unused portion of the Security Deposit, if any.

8. Application for Lease: The Application for this Lease and all representations and promises contained therein are hereby made a part of this Lease. Tenant warrants that the information given by Tenant in the Application is true. If such information is false, Landlord may at Landlord's option terminate this Lease by giving Tenant not less than 10 days prior written notice.

9. Tenant Examination and Acceptance of Unit: The Tenant acknowledges that he/she has examined the Unit and his/her acceptance of this Lease is conclusive evidence that said Unit and furnishings therein are in good and satisfactory order and repair unless otherwise specified herein; and the Tenant agrees that no representations as to the condition of the Premises have been made and that no agreement has been made to redecorate, repair or improve the Premises unless hereinafter set forth specifically in writing. The Landlord will deliver the Unit (and all equipment and furnishings therein) and all common areas of the Premises in a habitable condition, pursuant to applicable State law. Tenant takes the Unit (and the furnishings therein) in its AS-IS condition. Tenant agrees not to damage the Premises (including but not limited to equipment and/or furnishings within the Unit) through any act or omission, and to be responsible for any damages sustained through the acts or omissions of Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests. If such damages are incurred, Tenant is required to pay for any resulting repairs (or replacement if necessary) at the same time and in addition to the next month's Rent payment, with consequences for nonpayment identical to those for nonpayment of Rent described herein.

10. Possession at Commencement of Term: Tenant shall not be entitled to possession of the Unit designated for lease until the Security Deposit and first month's Rent (or prorated portion thereof), less any applicable promotional discount, is paid in full and the Unit designated for lease is vacated by the prior tenant. If Landlord is unable to deliver possession of the Unit to Tenant on or before the commencement of the Term of this Lease due to another person occupying the Unit, Tenant's rights of possession hereunder shall be postponed until said Unit is vacated by such other person, and Rent due hereunder shall be abated at the rate of one-thirtieth (1/30) of a monthly installment for each day that possession is postponed. Tenant expressly agrees that Landlord shall not be liable for damages to Tenant in the event Tenant, for any reason whatsoever, is unable to enter and occupy the Unit.

11. Occupancy and Use: The Unit are to be used only as a private residence and shall be occupied solely for residential purposes by Tenant, those other persons specifically listed in the Application for this Lease, and any children which may be born to or legally adopted by Tenant during the Term hereof. Upon advance written notice to Landlord, guests of Tenant may occupy the Unit in reasonable numbers for no more than two weeks during each year of the Term. Neither Tenant nor any other person shall perform nor permit any practice that may damage the reputation of or otherwise be injurious to the Unit, Premises or neighborhood, or be disturbing to other tenants, be illegal or increase the rate of insurance on the Premises. Notwithstanding anything contained herein to the contrary, the Unit may be occupied by a maximum of two (2) unrelated individuals per unit or as otherwise provided by applicable law.

12. Landlord's Responsibilities: Landlord will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the Term of this Lease and any renewal thereof. Without limiting the generality of the foregoing, Landlord shall ensure compliance with the requirements of applicable building and housing codes materially affecting health and safety, including but not limited to installing dead-bolt locks on all swinging entrance doors, and installing window locking devices.

13. Tenant's Responsibilities and Duties: Tenant covenants to pay all Rent due from him or her when such Rent becomes due. Additionally,

TENANT SHALL:

- (A) maintain the Unit and appurtenances in a clean, sanitary and safe condition. On termination of this Lease Tenant shall return the Unit to Landlord in like condition, reasonable wear and tear excepted;
- (B) dispose of all rubbish, garbage and other waste in a clean and sanitary manner from the Unit to the refuse facilities;
- (C) properly use and operate all appliances, electrical, gas and plumbing fixtures;
- (D) keep out of the Premises materials which cause a fire hazard or safety hazard and comply with reasonable requirements of Landlord's fire insurance carrier;
- (E) prevent any person in the Premises with Tenant's permission from violating the Terms of this Lease and Tenant's responsibilities and duties hereunder.

TENANT SHALL NOT:

- (F) place in the Premises any furniture, plants, animals or any other thing which harbors insects, rodents, or other pests;
- (G) destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment, furnishings or appurtenances thereto;
- (H) engage in conduct that is loud, obnoxious, disorderly, boisterous, or unlawful;
- (I) disturb or threaten the right, comfort, or convenience of others in or near the Premises;
- (J) disturb or disrupt the business of Landlord;
- (K) engage in or threaten violence;
- (L) be arrested for or engage in criminal conduct (felony or misdemeanor) involving actual or potential risk of harm to any person or any sex-related conduct; or
- (M) suffer or commit any waste in or about the Premises and shall, at Tenant's expense, keep the Unit in good order and repair (except to the extent Landlord has in this Lease agreed to do so).

Tenant agrees that any violation of these provisions shall be considered a default under this Lease.

14. Disturbances and Violation of Laws: Tenant, guests and invitees of either tenant or guests shall not use the Premises for any unlawful purpose and shall comply fully with all applicable federal, state and local laws and ordinances, including laws prohibiting the use, possession or sale of illegal drugs. Nor shall Tenant, guests and invitees of either tenant or guests use the Premises in a manner offensive to others. Nor shall Tenant, guests and invitees of either tenant or guests create a nuisance by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment of any other tenant or nearby resident. Tenant agrees to immediately inform Landlord and the appropriate authorities upon obtaining actual knowledge of any illegal acts on or upon the Premises.

In the event Tenant permits illegal possession, sale or distribution of controlled substances upon the Premises, this Lease shall become void, and Landlord may enter on the Unit, and shall have the same remedies for the recovery of the Unit as in the case of Tenant holding over Tenant's Term.

15. Parking: Tenant shall comply with all posted rules and the Rules (as defined in Section 34 herein) pertaining to parking as set forth in the applicable attachment, in addition to the following: Landlord reserves the right to assign, designate and control the method, manner and time of parking in parking spaces, if any, on the Premises in its sole and absolute discretion.

16. Storage Areas: If the Premises include a storage area for tenants' use, Landlord will assign such storage area to Tenant on an as available basis. Tenant is responsible for all items in the storage area assigned. Items shall be safely and securely stacked or stored in a manner that allows safe passage on all sides.

17. Abandonment of Personal Property or Vehicles. Upon surrender of Unit all Tenant personal property must be removed from any area under jurisdiction of the Landlord, including, but not limited to: parking areas, storage areas, apartment areas, open areas and grounds. Any personal property left by the Tenant shall be deemed abandoned and the Tenant shall have no further right or claim thereto. Relief or partial relief from this provision must be agreed to in writing between the Landlord and the Tenant at least 30 days prior to the surrender date.

18. Utilities: Landlord will furnish the following utilities (through independent third party providers) if checked (X): ___ cable TV, ___ electricity, ___ gas, ___ water, ___ sewer, ___ garbage removal, ___ internet, ___ telephone. If we detect or suspect your abuse or waste of any utilities paid by us, or if there is an increase in a utility's rate, we have the right to notify you of an increase in the Monthly Rent and after the date of such notice, you are required to pay the higher charge. All utilities may be used only for normal household purposes and must not be wasted. You must comply with all the rules and regulations of the cable, telephone and internet service provider. We will not be liable for any interruptions, surge or failure of utility services in the Premises or any damages directly or indirectly caused by the interruption, surge or failure. We are not liable for any damages and are not responsible to take any action if your service is interrupted or discontinued as a result of your violation of any of the rules or regulations of the cable, telephone and/or internet service provider.

Tenant is responsible for payment of the following utilities in the Unit if checked (X): ___ electricity ___ gas, and Tenant shall, within seven (7) days from the execution of this Lease, have the foregoing utilities transferred into his/her name. The failure of Lessee to transfer utilities into his/her name shall constitute a material violation of this Lease and shall be grounds for the termination of the Lease.

19. Alterations and Repairs by Tenant: Unless authorized by law, Tenant will not, without Landlord's prior written consent, alter, re-key or install any locks to the Unit or install or alter any burglar alarm system. Tenant will not remodel or make any structural changes, alterations or additions to the Unit, will not paper, paint or decorate, nor install, attach, remove or exchange appliances or equipment such as air conditioning, heating, refrigerating or cooking units, radio or television antennae; nor drive nails or other devices into the walls or woodwork (a reasonable number of picture hangers excepted), nor refinish or shellac wood floors, nor change the existing locks of the Unit, without the prior written permission of the Landlord or its Agent. Any of the above-described work shall become part of the Unit.

20. Abandonment of Unit: If upon fifteen days' physical absence of Tenant's personal property (or a significant portion thereof) with or without Rent being paid, and, in either case with reason to believe Tenant has vacated the Unit with no intent again to reside therein, or if Tenant shall fail to move in and take possession of the Unit within thirty (30) days after the commencement of the Term, then in any such event it shall be conclusively deemed to be an abandonment of the Unit by the Tenant. In such event, and in addition to Landlord's remedies set forth in Paragraphs 26 and 27, Landlord may enter into the Unit and act as Tenant's agent to perform necessary decorating and repairs and to relet the Unit in accordance with the terms and conditions set forth in Paragraph 26. Tenant shall be conclusively deemed to have abandoned any personal property remaining in the Unit for more than fifteen (15) days after any abandonment of the Unit by Tenant or for more than fifteen (15) days after any termination of this Lease and Tenant's title thereto shall thereby pass under this Lease without additional payment or credit by Landlord to Tenant.

21. Quiet Enjoyment: Landlord agrees that Tenant, keeping and performing the covenants herein contained on the part of the Tenant to be kept and performed, shall at all times during the existence of this Lease, renewals or extensions peaceably and quietly, have, hold, and enjoy the Unit, without suit, trouble or hindrance from Landlord, or any person claiming under Landlord.

22. Landlord's Right to Access and Inspection: In addition to the rights provided by law, in the event of an emergency, to make repairs or improvements or to show the Unit to prospective buyers or tenants or to conduct an annual inspection or to address a safety or maintenance problem or to remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the terms of this Lease, Landlord or Landlord's duly authorized agents may enter the Unit. Except in cases of emergency, Tenant's abandonment of the Unit, court order or where it is impractical to do so, Landlord shall give Tenant reasonable notice before entering. Furthermore, Landlord retains a Landlord's Lien on all personal property placed upon the Premises to secure the payment of Rent and any damages to the Premises.

23. Assignment of Lease and Subletting: Tenant will not sublet the Unit or any portion thereof, or assign this Lease without the prior written consent of Landlord. It is hereby understood and agreed that the consent by Landlord to an assignment or sublease by Tenant shall not constitute a consent to future assignments or subleases and in all events Tenant shall remain fully liable for all obligations of Tenant hereunder.

24. [Reserved]

25. Holding Over. If you still occupy the Unit past the end of the Lease Term or the date on which you are notified to vacate the Unit, then you shall pay as liquidated damages for the entire time that possession is withheld, a sum equal to three (3) times the amount of Rent herein reserved prorated per day of such withholding, along with all other amounts that you owe. No such holding over shall constitute any form of tenancy, but will be considered unlawful possession, and we may exercise any right or remedy available under this Lease or the law to recover possession of the Unit and damages from you.

26. Default and Remedies: In the event of any failure of Tenant to pay any Rent or any other sum required to be paid under this Lease or in the event of any failure to perform any of the other terms or covenants of this Lease to be observed or performed by Tenants (including the terms of the Rules and Regulations described in Section 34 below and made a part of this Lease), Landlord may treat such event as a breach of this Lease and Landlord shall have any one or more of the following described remedies:

- (i) Landlord may terminate this Lease and the Term created hereby, in which event Landlord may forthwith repossess the leased premises in accordance with law and Tenant agrees to pay to Landlord damages in an amount equal to the amount of Rent provided in this Lease until the date of termination plus any other sum of money and damages owed by Tenant or provided by law; or
- (ii) Landlord may elect not to terminate this Lease but only Tenant's right of possession. Landlord may repossess the apartment in accordance with law, but such repossession will not reduce Tenant's obligation to pay Rent hereunder for the full Term. In such event, Landlord may re-let the Unit as Tenant's agent and may make repairs, alterations and additions in or to the Unit and redecorate. Tenant shall on demand pay to Landlord damages and all Landlord's expenses of re-letting. In the event the amount collected by Landlord from any reletting is not sufficient to pay the amount provided in the Lease to be paid by Tenant, Tenant shall pay to Landlord, as damages, the amount of each monthly deficiency; and
- (iii) All other remedies provided at law or in equity.

Tenant shall pay Landlord all Landlord's costs, expenses and attorney's fees pertaining to the enforcement of the covenants and agreements of this Lease, whether or not suit is filed, all attorney's fees should be considered additional Rent and treated as such.

27. Termination Procedures:

- A. Tenant shall provide a minimum of thirty (30) days' prior written notice of non-renewal of the Lease and Tenant's intent to vacate the premises at the expiration of the then current term of the Lease.

B. Upon the termination of this Lease, whether by lapse of time or otherwise, or upon termination of Tenant's right of possession without termination of this Lease, Tenant shall immediately surrender the Unit and all fixtures, furnishings and equipment of Landlord therein in good, clean and operating condition, ordinary wear and tear excepted and deliver all keys to Landlord at the place where Rent is payable, or as otherwise directed by Landlord. The mere retention of possession thereafter shall constitute a forcible detainer. Landlord shall have the right and license with process of law (and if Tenant abandons the Unit, Tenant grants Landlord and Landlord shall have such right and license without process of law) to enter into the Unit, to have the Unit returned to Landlord hereunder or by operation of law. If Tenant abandons the Unit and Landlord exercises the right and license to enter without process of law, Landlord may use such force as may be necessary without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer.

C. Failure to comply with the provisions of this Section 27 constitutes a breach of lease.

28. Remedies Cumulative, Non-Waiver:

(A) (1) All rights and remedies given to Tenant or to Landlord shall be distinct, separate and cumulative and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law unless specifically limited or waived in this Lease; (2) no waiver of any breach or default of either party hereunder shall be implied from any omission by the other party to take any action on account of any similar or different breach or default; (3) the payment or acceptance of money after it falls due after knowledge of any breach of this Lease by Landlord or Tenant, or after the termination in any way of the Term or of Tenant's right of possession hereunder or after the service of any notice or after the commencement of any suit or after final judgment for possession of the Unit shall not reinstate, continue or extend the Term of this Lease nor affect any such notice, demand or suit or any right hereunder not expressly waived; (4) no express waiver shall affect any breach other than the breach specified in the express waiver and then only for the time and to the extent therein stated.

B. Tenant's obligation to pay Rent during the Term of this Lease, or any extension thereof, or any holdover tenancy, shall not be waived, released or terminated by the service of any notice, demand for possession, notice of termination of tenancy, institution of any action or ejection or for any judgment for possession or any other act or acts resulting in termination of Tenant's right of possession.

29. Insurance and Limitation of Landlord's Liability/Exculpation: Landlord is not an insurer of Tenant's person or possessions. Tenant agrees that all of Tenant's person and property on or within the Premises shall be at the sole risk of Tenant only and that Tenant will carry such insurance as Tenant deems necessary thereof.

LANDLORD AND ITS AGENTS ARE NOT LIABLE FOR PERSONAL INJURY OR FOR DAMAGE TO OR LOSS OF PERSONAL PROPERTY IN OR ABOUT THE UNIT AND THE PREMISES, REGARDLESS OF THE CAUSE OF SUCH INJURY, LOSS OR DAMAGE, INCLUDING BUT NOT LIMITED TO, INTERRUPTION OF UTILITIES OR OTHER CASUALTY OR OCCURRENCES. TENANT, FOR HIMSELF, HIS HEIRS, EXECUTORS, ADMINISTRATORS, APPROVED SUCCESSORS AND ASSIGNS, HEREBY RELEASES, RELINQUISHES AND DISCHARGES, AND AGREES TO INDEMNIFY, PROTECT AND SAVE HARMLESS LANDLORD AND ITS EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS OF AND FROM ANY AND ALL CLAIMS, DEMANDS AND LIABILITY FOR ANY INJURY TO, INCLUDING DEATH OF, PERSONS (WHETHER THE SAME BE THAT OF EITHER OF THE PARTIES HERETO OR OF THIRD PERSONS) CAUSED BY, GROWING OUT OF, OR HAPPENING IN CONNECTION WITH, TENANT'S USE AND OCCUPANCY OF THE UNIT, PREMISES, FIXTURES, FURNISHINGS, EQUIPMENT, APPLIANCES, FACILITIES, IMPROVEMENTS OR COMMON AREAS LOCATED OR TO BE LOCATED THEREON, OR BY REASON OF ANY LIKE OR DIFFERENT CASUALTY. IN LIKE MANNER AND TO THE EXTENT SET FORTH IN THE PRECEDING SENTENCE, TENANT AGREES TO DEFEND, INDEMNIFY AND SAVE HARMLESS LANDLORD, ITS EMPLOYEES AND AGENTS FROM ANY AND ALL LIABILITY EVEN THOUGH THE CLAIM OR LOSS OR CASUALTY IS ATTRIBUTABLE TO THE NEGLIGENCE OF THE LANDLORD OR ITS EMPLOYEES OR AGENTS.

_____ Tenant's Initials _____ Tenant's Initials

30. Disclaimer of Security Warranties: Landlord, Landlord's agents or employees make no warranties, guaranties or representations regarding the security of the Unit, Premises, common areas, or the neighborhood, and any such warranties and representations, whether expressed or implied, are hereby disclaimed. Tenant agrees and acknowledges that protection against criminal action is not within the power of Landlord, Landlord's agents or employees, and though Landlord, from time to time, may provide

crime deterrent services, those services cannot be relied upon by Tenant and shall not constitute a waiver of, or in any manner modify, the above Lease.

31. Notice of Injuries on Premises: In the event of any significant injury or damage to Tenant, Tenant’s family, or Tenant’s invitees, licensees, and/or guests, or any personal property, suffered in, on or about the Premises or in any common area, written notice of same shall be provided by Tenant to Landlord at the address designated for delivery of notices (identical to address for payment of Rent) as soon as possible but not later than five (5) days of said injury or damage. Failure to provide such notice shall constitute a breach of this Lease.

32. Extended Absences by Tenant and Notice Thereof: Tenant will notify Landlord in advance if Tenant will be away from the Unit for seven (7) or more consecutive days. During such absence, Landlord may enter the Unit at times reasonably necessary to maintain the property and inspect for needed repairs.

33. Property Damage - Destruction of Property - Condemnation: If the Unit is rendered totally unfit for occupancy by fire, act of God, act of rioters or public enemies, or accident, the Term of this Lease shall immediately cease upon the payment of Monthly Rent apportioned to the day of such happening. If, however, the Unit is only partially destroyed or damaged and Landlord decides to repair the same, such repairs shall be made by Landlord without unreasonable delay, and there shall be abatement in Rent in proportion to the relationship the damaged portion of the Unit bears to the whole of said Unit.

If the whole or any substantial part of the Premises is taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Premises, the Term of this Lease shall, at the option of the Landlord or the condemning authority be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date of Tenant’s vacating as the result of said termination.

34 Rules and Regulations: You agree to comply with any and all posted rules and policies and the Rules and Regulations attached to this Lease and incorporated herein by this reference (the “Rules”). Further, Tenant agrees to abide by all amendments and additions to said Rules after due notice of any such amendments or additions. The Rules are incorporated in this Lease and are a part of the Lease just as if they were written on this page. At the time of execution of this Lease, Tenant acknowledges that Tenant has signed and received a copy of all current Rules pertaining to the Unit and the Premises.

35. Waiver: Any waiver of a default hereunder shall not be deemed a waiver of this Lease or of any subsequent default. Acquiescence in a default shall not operate as a waiver of such default, even though such acquiescence continues for an extended period of time.

36. Grounds for Termination of Tenancy: The failure of Tenant, guests and invitees of either Tenant or guests to comply with any term of this Lease is grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law.

37. Court Costs and Attorneys’ Fees: In the event that the Landlord shall find it necessary to expend any monies in legally enforcing any provisions of this Lease, including the collection of Rent or other charges due hereunder, Tenant agrees to pay reasonable attorney’s fee and all expenses and costs incurred thereby, to the greatest extent allowed by applicable law.

38. Agents and Authority to Receive Legal Papers: Any notice which either party may or is required to give, shall be in writing and may be given by mailing the same, by certified mail, and shall be deemed sufficiently served upon Tenant if and when deposited in the mail addressed to the Unit, or addressed to Tenant’s last known post office address, or hand delivered, or placed in Tenant’s mailbox to Tenant at the Unit. If Tenant is more than one person, then notice to one shall be sufficient as notice to all. The Landlord, any person managing the Premises and anyone designated by the Landlord as agent are authorized to accept service of process and receive other notices and demands, which may be delivered to the Landlord, at the following address:

_____.

39. Time: Time is of the essence in all matters of this Lease.

40. Addendums and Attachments: The following addendums are attached hereto and incorporated herein by this reference: A) Lead Paint Disclosure & Acknowledgment; B) Rules and Regulations; C) Rent Collection Procedures; D) Rental Qualifications Standards; E) Safety and Security Guidelines; F) Rental Application.

41. Entire Agreement: This Lease and the documents listed in Section 40 herein, constitute the final and entire agreement between the parties hereto, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Neither Landlord nor Tenant shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained unless made in writing and signed by both Landlord and Tenant.

42. Governing Law: This Lease shall be governed by and construed in accordance with the laws of the state of Missouri.

By signing below Tenant hereby acknowledges receipt of an executed copy of this Lease.

LANDLORD:

BIG BRICK BUILDINGS MT LLC

By: Quadrangle Housing Company, agent

By: _____

Name: _____

Title: _____

TENANT:

Tenant's signature:

Print name: _____

Date: _____

Tenant's signature:

Print name: _____

Date: _____