

**CFS LLC
RESIDENTIAL LEASE
EXECUTION PAGE**

LEASED PREMISES: _____

LEASE EXECUTION DATE: _____

LEASE COMMENCEMENT DATE: _____

LEASE EXPIRATION DATE: _____

MONTHLY RENT AMOUNT: \$ _____
[due in advance on or before the 25th of each month]

SECURITY DEPOSIT: _____

PET DEPOSIT: _____ (Describe pet : _____)

NON-REFUNDABLE SMOKER'S DEPOSIT: _____

TENANT:
[Name] _____
[Phone #] _____
ADDITIONAL OCCUPANTS:
[Names and ages] _____

LANDLORD:
CFS, LLC
9795 Crosspoint Boulevard – Suite 172
Indianapolis, IN 46256
(317) 439-7321

1. In addition to the default provisions of §9 of the Lease, if Tenant vacates the Leased Premises prior to the end of the lease term, without Landlord's consent and without paying the rent as it accrues, Landlord shall have the right to retain Tenant's security deposit as damages. The retention of the security deposit shall be in addition to any damages Landlord shall have the right to recover for rents and property damage.
2. Time is of the essence for every payment due under the Lease.
 - a. If any rental payment is not received by the 1st of the month, then a late penalty is assessed equal to 10% of the monthly rental amount.
 - b. If any rental payment is not received within 15 days of the due date, then Tenant is in default and eviction proceedings may be initiated without further notice to Tenant.
 - c. If any check is rejected for non-sufficient funds, a \$50.00 NSF fee will be assessed.

Tenant:

[Printed]: _____

[Printed]: _____

Landlord: CFS LLC
By: _____
[Printed]: _____
Authorized agent

CFS LLC

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into as of the Lease Execution Date by and between Landlord and Tenant as shown on the Execution Page of this Lease.

In consideration of the rents to be paid by Tenant and the covenants, conditions, obligations and restrictions contained in this Lease, the parties agree as follows:

§1. Lease of Premises: Landlord hereby leases to Tenant the Leased Premises (as defined on the Execution Page of this Lease) to be used and occupied as a private dwelling unit and for no other use and purpose during the entire term of the Lease as well as any extensions or renewals thereof. Tenant agrees to pay the Monthly Rent (as set forth on the Execution Page) and to abide by and comply with the terms and conditions of this Lease. Landlord shall not be liable for failure to give Tenant possession of the Leased Premises on the Lease Commencement Date, should circumstances develop which are beyond the Landlord's control.

§2. Payment of Rent:

§2.1. If Landlord delivers possession of the Leased Premises to Tenant prior to the Lease Commencement Date, such possession shall be subject to the terms and conditions of this Lease and Tenant agrees to pay, prior to taking possession, a pro-rated amount of rent for such period based on the rental rate set forth on the Execution Page. If the Leased Premises are not ready for occupancy on the Lease Commencement Date, Tenant's possession shall be delayed for such reasonable period as Landlord may require to make the Leased Premises ready for occupancy, and the rent shall be abated until the Leased Premises are ready for occupancy.

§2.2. Tenant shall cause the rent to be mailed or delivered to Landlord's address as set forth on the Execution Page, or to such other address or person as Landlord shall from time to time direct, so as to be received by Landlord on or before the due date.

§2.3. Tenant shall pay as additional rent any money required to be paid by Tenant under this Lease, whether or not such amount is designated "additional rent".

§2.4. All payments of rent and additional rent shall be paid without any deduction, set-off, or offset whatsoever and without any prior demand being required in advance.

§2.5. If Tenant shall fail to pay, when the same is due and payable, any rent or any additional rent, Tenant agrees to pay Landlord as additional rent 10% of the monthly rental amount for each payment due that is received after the first day of each month. Nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder or to limit any other remedies of Landlord.

§2.6. Each time any check tendered to Landlord by or for Tenant is unpaid on presentation to the designated depository, Tenant shall pay Landlord a Fifty Dollar (\$50.00) charge as additional rent in addition to all other charges. Landlord reserves the right to demand only cashier's checks or money orders from Tenant for all subsequent amounts due.

§3. **Security Deposit:** The Security Deposit set forth on the Execution Page shall be held by Landlord as security for Tenant's performance of the covenants and conditions of this Lease. The deposited money may be co-mingled with other funds of Landlord and Landlord shall not be liable for interest. If Tenant shall breach any term, covenant or condition of this Lease, including but not limited to the payment of rent, Landlord may apply all or part of the Security Deposit toward the payment of any sum in default, or any other sum which Landlord may incur by reason of Tenant's default. Tenant may not use the Security deposit as rent, nor shall Tenant deduct the same from the last month's rent, nor require Landlord to indemnify itself from the Security deposit, or any part thereof, with respect to any violation or default of the Lease. Should Tenant comply with all of the terms, covenants and conditions of this Lease, the Security Deposit or any balance thereof shall be returned to Tenant following the completion of all of Tenant's obligations arising from the Lease.

§4. **Condition of Leased Premises:**

§4.1. Tenant acknowledges that Tenant has thoroughly inspected and carefully examined of the Leased Premises and Tenant acknowledges that the Leased Premises are in excellent condition, that all appliances and mechanical systems are in good working order, that Landlord has fulfilled its obligations with respect to delivering possession of the Leased Premises in excellent condition and that Tenant accepts the Leased Premises. Tenant has been provided a comprehensive "Property Condition Acceptance Form". The Landlord's property manager will make arrangements to meet with Tenant within five (5) days of the Possession Date to pick-up the Form. The Property Condition Acceptance Form is an integral part of the Lease and is expressly incorporated into the Lease by this reference. **Tenant further agrees that no representations or warranties (either expressed or implied) as to the condition of the premises has been made and that no agreement has been made by Landlord or Landlord's agent to redecorate, repair, or improve the Leased Premises unless hereinafter set forth specifically in writing.**

§4.2. Tenant shall maintain the Leased Premises its present condition. Tenant shall, at Tenant's sole cost and expense, observe and comply with all the laws, regulations, rules and requirements of all Federal, State and local governmental authorities, as well as covenants, conditions and restrictions contained in all applicable plat recordings and Property Owner Associations, now in force, or which may hereafter be in force, pertaining to the condition or use of the Leased Premises. All such covenants and restrictions which affect the Leased Premises and which are duly recorded are hereby incorporated into the Lease by this reference. Tenant shall pay to Landlord the replacement cost of any item of property that is missing, damaged or destroyed, or that becomes unusable during the Lease Term, reasonable wear and tear excepted.

§4.3. Tenant shall not make or cause to be made any alterations, additions, improvements or modifications to the Leased Premises without Landlord's prior written consent. Tenant shall not paint, wallpaper or attach or affix any item to the walls (except pictures), floors, ceilings, doors, windows or other parts of the Leased Premises. Tenant will not attach, connect or use the electrical, plumbing or mechanical systems in the Leased Premises except for the normal and customary use of such facilities in their present condition and configuration in connection with the use of the Leased Premises as a residential unit.

§4.4. Tenant agrees to pay Landlord for any and all injury or damage to or upon the Leased Premises, or the property of which the Leased Premises are a part, caused by the Tenant's acts or omissions, as well as any other person, animal, pet, servant, guest, or invitee on the Leased

Premises. The amount for any damage or expense shall be fixed by the Landlord and shall be due on demand as additional rent.

§5. Use and maintenance of the Leased Premises:

§5.1. Tenant may use the Leased Premises only as a dwelling unit for Tenant's immediate family, and shall not operate or use the Leased Premises so as to violate any applicable Federal, State or local law, rule or ordinance. Tenant shall not commit or permit any others to commit any unlawful or immoral act or happening on or about the Leased Premises, or permit the Leased Premises to be used as a boarding or rooming house or for any type of commercial use. Tenant shall not permit any nuisance to exist on the Leased Premises, and the Tenant shall not use the Leased Premises so as to cause an increase in the insurance rates of Landlord in insuring the Leased Premises. The Tenant shall not use or permit the use of the Leased Premises so as to disturb, annoy, obstruct or, interfere with the peaceable occupancy of other properties in the neighborhood. The Lessee agrees to make no alterations or improvements to or upon the Leased Premises, as well as the property of which the Leased Premises are a part, (this includes but is not limited to the changing of any locks, exchanging any appliances, installing any fencing, outdoor buildings, swimming pools, satellite dishes, or security alarm systems) without the prior written consent of the Landlord, which consent may be withheld at the Landlord's sole discretion.

§5.2. Tenant may place its furniture and personal property in the Leased Premises during the Lease Term. At the termination of this Lease, if Tenant is not then in default, Tenant may remove from the Leased Premises all of Tenant's furniture and personal property provided that Tenant compensates Landlord for the repair of any damage to the walls, floors, ceilings or any other part of the Leased Premises, or the property of which the Leased Premises are a part, caused by the installation and/or removal of such property.

§5.3. Tenant shall not do or suffer anything to be done whereby the Leased Premises may be encumbered by any mechanic's, laborer's or materialman's lien. Tenant shall, if and when any such lien is filed against the Leased Premises, discharge the same of record within thirty (30) day after the filing of any notice to hold such a lien. Nothing herein contained shall be construed as a consent on the part of the Landlord to subject the estate of the Landlord to liability under the Mechanic's Lien Laws of the State of Indiana, it being expressly understood that the Landlord's estate shall not be subject to such liability. The Tenant shall have no power or right to do any act or make any contract, which may create or be the basis for any lien, mortgage or other encumbrance upon the estate of the Landlord.

§5.4. Tenant agrees that Tenant is solely responsible for maintaining insurance at Tenant's cost against the loss of, or damage to, Tenant's personal property and against any death or injury to Tenant, Tenant's occupants, guests or invitees. Landlord does not provide such insurance coverage and Landlord shall not be liable for any loss or damage to any persons or property arising from the use or condition of the Leased Premises. Landlord recommends that Tenant obtain its own policy of renter's insurance.

§5.5. Tenant shall maintain proper heating of the Leased Premises and insure the house is properly winterized during the winter months. Tenant shall maintain proper watering and grooming of lawns, trees and shrubs. Tenant shall have the lawn treated with fertilizer and weed and grub control, as needed, in order to maintain an attractive and healthy lawn. Tenant shall keep the leaves raked and have the gutters cleaned at least once every fall, after the leaves fall. Tenant shall keep the driveway and sidewalks free of snow and ice and shall keep the entire Leased Premises free from

trash and debris. In the event Tenant fails to perform any of said duties, Landlord shall have the right to have the services completed and charge the Tenant a reasonable amount for said services, plus an administrative fee.

§5.6. Tenant shall, at Tenant's expense, replace (or clean as the case may be) the heating and air conditioning system ("HVAC") filters at least every sixty (60) days. Tenant shall also insure that the HVAC system is properly serviced and maintained, in accordance with the manufacturer's recommendations and warranty requirements. Tenant shall also be responsible to insure that all smoke alarms are always in proper and safe operating condition.

§5.7. Tenant shall only use the appliances and mechanical systems in a safe and proper manner, as recommended by the manufacturer. Tenant shall follow all manufacturer servicing recommendations, in order to preserve all manufacturer warranties. **All appliances are provided by the Landlord as a convenience to Tenant. The cost of the repairing any appliance will be the sole responsibility of the tenant.** In the event any repairs to the property's mechanical systems (i.e. Furnace, Air Conditioner, Water Heater) are needed, Tenant shall promptly notify Landlord of the problem and Landlord shall be responsible to arrange for the repair or replacement of the appliance or mechanical systems. If the repair or replacement is not caused by Tenant neglect or misuse, then Tenant shall only pay the first \$50.00 toward the repair or replacement and Landlord shall pay the balance. Tenant's share of the cost shall be paid within thirty (30) days of invoicing.

§5.8. Tenant shall be solely responsible for any cost associated with remedying a clog related problem such as slow or stopped drain, garbage disposal, sink, or plumbing.

§5.9. Tenant shall, at Tenant's expense, keep all windows covered with blinds, curtains or other window coverings, acceptable to Landlord, that provide privacy to the inside, and give the house a dignified appearance from the outside.

§5.10. Landlord reserves the right to regulate or prohibit the use of all vehicles parking on or around the property of which the Leased Premises are a part. Unauthorized parking may be terminated by Landlord at any time by removing parked vehicles or property at the expense of the owner.

§6. **Locks and Security:** Landlord is making available to Tenant the locks and keys as they presently exist on the Leased Premises. Landlord has retained one set of keys in the event an emergency condition would warrant Landlord's immediate access to the Leased Premises. Landlord is not providing any other security or security system, for the protection of the Tenant, the occupants, or Tenant's guests or invitees, or for any of Tenant's property. Tenant agrees to provide for Tenant's own protection and security. All personal property placed in or upon the Leased Premises or elsewhere in the property of which the Leased Premises are a part, shall be at the risk of Tenant or the owner of such personal property. Tenant has inspected the Leased Premises and the property of which the Leased Premises is a part and has determined that the Locks and security currently in place is acceptable to Tenant.

§7. **Utilities:** On or before the Lease Commencement date, Tenant shall transfer all utility accounts to Tenant's name. Tenant shall timely pay all charges for electricity, gas (if applicable), telephone, water, trash collection service and any and all other utilities used in, on or upon the Leased Premises, as they become due. Landlord shall not be responsible for any discontinuation or interruption of any utility, and any such discontinuation or interruption shall not give either party the

right to terminate this Lease or to reduce or abate any rent. Landlord may, with notice to Tenant, or without notice in the case of an emergency, cutoff or disconnect any or all utility service whenever such discontinuance is necessary in order to make repairs or alterations. No such action by Landlord shall be construed as a termination of this Lease, nor shall Landlord be in any way responsible or liable for such action. The Tenant shall indemnify and hold the Landlord harmless from such expense for utilities, and Tenant shall present to Landlord prior to any return of the Security Deposit receipts for the final payment of all utility charges.

§8. Termination of Lease:

§8.1. At the expiration of the tenancy hereby created, Tenant agrees to remove Tenant's furniture and property; to remove any fixtures, alterations or additions made by Tenant as Landlord may request; and to pay the Landlord's costs to repair any damage, caused by such removal. Tenant shall peaceably surrender possession of the Leased Premises and shall leave the Leased Premises in clean order and good repair, reasonable wear and tear excepted. Tenant shall, at Tenant's expense repair any damage to the Leased Premises incurred in complying with the provisions of the Lease. Tenant's obligation to observe or perform the covenants contained in this section shall survive the expiration or other termination of this Lease. Any personal property of Tenant not removed prior to termination of this Lease shall, at Landlord's option, be removed by Landlord and disposed of at Tenant's cost.

§8.2. In the event Tenant fails to voluntarily vacate the Leased Premises upon the expiration or termination of this Lease, then, at Landlord's option:

§8.2.1. Tenant shall pay Landlord double rent for each month, or portion thereof, that Tenant or anyone holding possession under Tenant, shall wrongfully retain possession of the Leased Premises. Tenant shall also indemnify Landlord against any loss or liability resulting from such delay in surrendering the Leased Premises including, without limitation, any claims made by any succeeding occupant based on such delay or hold-over; or

Tenant's continued occupancy shall subject Tenant to all of the other terms and conditions of this Lease.

§9. Tenant's Default:

§9.1. Any of the following shall constitute an Event of default:

§9.1.1. Landlord does not receive any rents or other payments due from Tenant within fifteen (15) calendar days of the due date.

§9.1.2. Abandonment of the Leased Premises.

§9.1.3. Tenant's violation of §17 (Pets), §18 (Smoke Free) or §19 (Crime Free and Drug Free Housing).

§9.1.4. Tenant's failure to observe or perform any of the other terms, covenants or conditions of this Lease, and such violation continues for more than fifteen (15) days after written notice thereof is given by Landlord.

§9.1.5. Tenant's omission, misstatements, or misrepresentations of any information on the "Application to Lease" as Landlord has materially relied on said

information subsequent to Landlord's acceptance of Tenant's application and of the Lease.

- §9.1.6. Tenant changing the locks on the Leased Premises or changing the telephone number to an unpublished number, without furnishing new keys or the new phone number to Landlord.
- §9.1.7. Tenant's refusal to allow Landlord admission to the Leased Premises at any reasonable time.
- §9.1.8. Tenant's refusal to allow Landlord to show the property to a new tenant or buyer.
- §9.1.9. If Tenant shall become bankrupt or insolvent, or file any debtor proceedings or file or have filed against Tenant in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property.

§9.2. **Landlord's remedies.** Upon the occurrence of any Event of Default, Landlord may, in addition to and cumulative with any other rights and remedies, keep the Security Deposit, re-enter and retake possession of the Leased Premises and remove all persons and property from the Leased Premises at Tenant's cost, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby. By setting forth in this section certain specific rights and remedies of Landlord upon the happening of any Event of Default, Landlord does not waive its right to pursue any other right or remedy to which it may be entitled at law or in equity, including but not limited to (1) an action to recover any amount due from Tenant without exercising its right of re-entry or taking possession as provided in this Section, or an action for injunctive relief.

§9.3. Should Landlord elect to re-enter, as herein provided, or should Landlord retake possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may either terminate this Lease or it may from time to time without terminating this Lease, make such alterations and repairs as may be necessary or advisable and relet the Leased Premises or any part thereof for such period or periods (which may be for a term extending beyond the term of this Lease) and at such rate or rates and upon such other terms and conditions as the Landlord, in its sole discretion, may deem advisable. Upon each such reletting, all rentals received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including brokerage commissions, attorney's fees and the costs of any alterations and repairs; third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month shall be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No re-entry or retaking of possession of the Leased Premises by Landlord shall be construed as an election on its part to terminate this Lease, unless a written notice of termination shall be given to Tenant or unless the termination thereof shall be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

§9.4. Should Landlord elect, at any time, to terminate this Lease for any Event of Default, then in addition to any other remedies, Landlord shall be entitled to recover from Tenant an amount

equal to all rents and other payments provided for in this Lease for the balance of the unexpired lease term, plus all damages Landlord may incur by reason of such default, including but not limited to:

- §9.4.1. Costs of recovering the Leased Premises;
- §9.4.2. Costs of repairs and of reconfiguring the Leased Premises for a new tenant;
- §9.4.3. Costs of removing and storing Tenant's property;
- §9.4.4. Costs of maintaining the Leased Premises, including taxes, insurance, utilities and property management fees;
- §9.4.5. Costs of reletting the Leased Premises, including the Landlord's agents and employees time, broker's commissions; and,
- §9.4.6. Attorney's fees.

All such costs shall be immediately due and payable from Tenant to Landlord as additional rent due hereunder. Tenant shall not be entitled to a credit for any rents Landlord may collect from any future tenant. Any judgment that orders Tenant to pay Landlord money, which judgment arises out of this Lease or any provision thereof shall bear interest at the statutory rate.

§9.5. In the event Landlord shall initiate legal proceedings to enforce any terms or conditions of the Lease, or for recovery of possession of the Leased Premises or for the recovery of rent or any other amount due under the provisions of this Lease, Tenant shall pay to Landlord as additional rent due hereunder all expenses incurred in connection with such suit, including Landlord's reasonable attorney's fees.

§10. Landlord's Obligations:

§10.1. Landlord shall, at Landlord's expense, keep the foundation, the structural components of the floors, walls and ceilings, and the roof in good repair provided: (i) Tenant gives Landlord prompt notice of the required repair, and (ii) the required repair has not resulted from Tenant's negligence or intentional acts or omissions.

§10.2. Upon Tenant's payment of the rents herein provided, and upon the observance and performance of all the Tenant's Lease obligations, Tenant shall be entitled to peaceful and quiet possession and enjoyment of the Leased Premises for the term hereby leased without hindrance or interruption by Landlord, subject, nevertheless, to the terms and conditions of this Lease.

§11. **Assignment:** Tenant shall not assign this Lease or sublet the Leased Premises. Tenant agrees that Landlord may at any time and as often as desired, sell or assign all of its rights as Landlord, in the Lease or the Leased Premises, in which event Landlord shall be and is hereby entirely freed and relieved of all liability under any and all covenants and obligations contained in or derived from this Lease, arising out of any act, occurrence or omission occurring after the sale or assignment, including a return of the security deposit to Tenant; and Tenant shall look solely to Landlord's successors and assigns with respect to the obligations of Landlord under this Lease.

§12. Access to Premises:

§12.1. At any reasonable time, and upon 24 hours advance notice to Tenant (except in the case of an emergency when no prior notice shall be required) Landlord or Landlord's agents and employees shall have the right to enter the Leased Premises to make repairs or to examine the condition of the Leased Premises, or to view Tenant's use and care of the Leased Premises and the property of which it is a part. Landlord, or its agent, shall be entitled to take photographs of the

Leased Premises, including Tenant's personal property, to note the condition of the Leased Premises. If Tenant is not present to open and permit an entry into the Leased Premises, at any time, when for any reason an entry therein shall be necessary or permissible, Landlord or Landlord's agents may enter the same by a master key, or may forcibly enter the same, without rendering Landlord or Landlord's agent liable therefore, and without in any manner affecting the obligations and covenants of this Lease. Tenant shall, at all times during the term of this Lease, provide Landlord with a key and security codes or procedures necessary to obtain access to the Leased Premises.

§12.2. During the last sixty (60) days of the Lease Term, Landlord may advertise, market and show the Leased Premises to prospective tenants or purchasers. Landlord shall be entitled to make such repairs, alterations, or improvements as Landlord may, in its sole discretion, deem necessary or desirable, without the same constituting an eviction of Tenant in whole or in part. No portion of the rent shall abate while said repairs, alterations, or improvements are being made. Landlord may place "For Rent" or "For Sale" signs on the Leased Premises. Tenant shall permit such signs to remain thereon without molestation. Tenant shall fully cooperate with Landlord for any showing and shall have the Leased Premises in "Presentable Condition" provided Landlord gives Tenant "Reasonable Notice" of a showing. Reasonable Notice is defined as a phone call to the Leased Premises at least one (1) hour before the intended showing. "Presentable Condition" means having the interior of the house as neat and tidy as possible, floors swept, carpets vacuumed, kitchen and bathrooms cleaned and all trash and debris properly stored. Landlord shall have the option to have a lockbox placed on the front door to accommodate showings.

§13. Indemnity and Release:

§13.1. Tenant hereby agrees to defend, pay, indemnify and hold harmless Landlord, and Landlord's agents and employees, from and against any and all claims, demands, suits, actions, causes of action, proceedings, orders, decrees or judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including attorney's fees, resulting from or in connection with the loss of life, bodily or personal injury or property damage arising, or allegedly arising, from or on account of any condition or occurrence in or upon the Leased Premises, or the property upon which the Leased Premises are a part, or on the property, street, sidewalk or parking areas adjacent to the property of which the Leased Premises are a part, or for any act or omission of Tenant or any invitee, guest, occupant, trespasser, or any other person, except claims arising out of the gross negligence or willful misconduct of the persons sought herein to be indemnified against loss. Tenant and all those claiming by, through or under Tenant shall occupy and use the Leased Premises solely at their own risk and Tenant and all those claiming by, through or under Tenant hereby release Landlord, to the full extent permitted by law, from all claims of every kind, including loss of life, personal or bodily injury, damage to personal property, arising or resulting from the use or condition of the Leased Premises. Landlord shall not be responsible or liable at any time to Tenant, or to those claiming by, through or under Tenant, for any loss of life, bodily or personal injury or damage to property or business, which may be occasioned by or through the acts, omissions or negligence of any other persons.

§13.2. Tenant agrees to indemnify, defend and hold Landlord harmless from any cost, claim, liability, fine, penalty, damage, loss or expense (including attorney's fees) resulting from a breach of this Lease by Tenant.

§14. Casualty or Condemnation: If the Leased Premises or any part thereof shall be, damaged by fire, the elements, acts of God, unavoidable accident or other casualty (a "Casualty"), or all or any

part of the Leased Premises or the property of which the Leased Premises are a part should be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain, or sold to the condemning authority under threat of condemnation (a "Condemnation"), then this Lease shall at the option of Landlord terminate. In the event Landlord elects not to terminate this Lease, then the Landlord shall at its expense restore and reconstruct the Leased Premises, provided such restoration and reconstruction shall make the same reasonably tenantable and suitable for Tenant's occupancy, and the rent payable hereunder shall be abated until such restoration is complete. Landlord shall be entitled to receive the entire proceeds resulting from any Condemnation or Casualty, including any award made for the value of the estate vested by this Lease in Tenant, and Tenant hereby expressly assigns to Landlord all of its right, title and interest in and to all and any part of such award.

§15. Subordination: This Lease is and shall be subject and subordinate to any and all mortgages, deeds of Trust and other encumbrances now existing or hereafter made by Landlord and to all advances made or to be made thereon and to all renewals, modifications, consolidations, replacements or extensions thereof, and the lien of any such mortgage, deed of trust and other encumbrance shall be superior to all rights of Tenant under this Lease and Tenant will execute a subordination, non-disturbance and attornment agreement, or other instruments acknowledging the subordination of the Lease as Landlord shall from time to time request.

16. Occupants: The persons identified as Occupants on the Execution Page are the only persons who may occupy the Leased Premises during the term of the Lease. If Tenant desires to change the identity of any of the Occupants, Tenant must obtain Landlord's prior written consent, and will submit to Landlord in connection with Tenant's request, an application for residency by the proposed occupant, an assumption of the Lease by the proposed occupant, and such other information and security as Landlord may request. Each Occupant shall be jointly and severally liable for Tenant's obligations pursuant to this Lease. Landlord will not mediate disputes among the Occupants of the Leased Premises, and will not pro rate liability for rent or other obligations among the Occupants. The act or refusal to act of any Occupant will not excuse such Occupant or any other Occupant from their obligations under this Lease. For example, if one Occupant leaves, the departing Occupant and the remaining Occupant(s) will continue to be jointly and severally liable for all rent for the remainder of the Lease Term. Acceptance by Landlord of separate and multiple checks will not affect the joint and several liability of each Occupant for the full rent. No Occupant will be entitled to a full or pro rata refund of any security deposit until all obligations have been fulfilled under this Lease. The security deposit will be refunded to the original Occupant unless Landlord receives written instructions from the original Occupant to deliver the security deposit to a subsequent Occupant.

17. Pets: Except for the specific pet identified on the Execution Page (if any), Tenant shall not keep or allow any dog, cat, bird, pet, or other wild or domesticated animal in or around the Leased Premises. If a specific pet is identified and approved by this Lease, Tenant may keep such pet, and no other, in the Leased Premises, provided Tenant complies with the special Rules and Regulations that pertain the care of approved pets (as presently stated or as they may be later amended). No pets may be kept in, on or about the Leased Premises or the property of which the Leased Premises are a part, without the prior written approval of the Landlord, which approval may be revoked at any time should the pet cause damage to the property or be a nuisance to the neighborhood. If such approval is given, a non-refundable Pet Deposit, as set forth on the Execution Page shall be paid. In the event of excessive damages exceeding the amount of the pet deposit, the entire Security Deposit may be

forfeited and Tenant shall be held responsible for the full replacement value of the damaged property.

§18. Smoke Free: The Leased Premises and the property of which the Leased Premises are a part shall be smoke free, unless Landlord has consented to waive this restriction and Tenant has paid a non-refundable Smoker's deposit as set forth on the Execution Page.

§19. Crime Free and Drug Free Housing:

§19.1. Absolutely no one, whether it be a Tenant, an Occupant, a member of Tenant's household, a guest, an invitees or any other person whether at Tenant's invitation or otherwise, shall engage in, or facilitate, any criminal activity, including drug-related criminal activity, or engage in acts of violence or threats of violence, or unlawfully discharge any firearms, in, on or about the Leased Premises or the property of which the Leased Premises are a part. "Drug-related criminal activity" includes but is not limited to the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, marijuana or any controlled substance [as defined in Section 102 of the Controlled Substances Act (21 U.S.C. §802 and §812)].

§19.2. Tenant shall be responsible to insure this Section is enforced. Should any one violate or attempt to violate this section, then Tenant shall immediately contact the appropriate law enforcement agency to have the conduct stopped and the violators arrested.

§19.3. Any violation of the above provisions shall be a material breach of the Lease and shall constitute good and sufficient cause for immediate termination of the Lease.

§20. Surrender of Leased Premises: Upon expiration or termination of the Lease, Tenant shall vacate possession of the Leased Premises. Tenant shall leave the Leased Premises in the same condition as Tenant received the property at the beginning of the Lease, reasonable wear and tear excepted. Tenant shall arrange a time convenient to both Landlord and Tenant for Landlord to inspect the Leased Premises and for Tenant to return all keys and garage door openers to Landlord. Failure to timely return all keys and openers shall cause Landlord to replace same, in which event Tenant shall be charged for changing the locks and replacing the garage door openers. In the event the Leased Premises are not thoroughly cleaned, including the range, oven and refrigerator, and all trash and debris is not removed, then Tenant shall be charged for any action taken by Landlord to restore the Leased Premises to its original condition, reasonable wear and tear excepted. In addition, Tenant shall be responsible for any and all damage to the Leased Premises whether caused by Tenant, Tenant's family, guests, invitees and movers.

§21. Miscellaneous:

§21.1. The waiver by Landlord of a breach of any term, covenant, or condition of the Lease shall not be deemed to be an ongoing waiver of such term, covenant, or condition and any subsequent breach of the same or any other term, covenant or condition of the Lease shall be enforceable at the Landlord's discretion. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing and signed by Landlord. Time is strictly of the essence of Tenant's

performance of all covenants and agreements to be kept and performed by Tenant and in the payment of all sums to be paid to Landlord by Tenant.

§21.2. No payment by Tenant or receipt by Landlord of a lesser amount than the full monthly rent herein stated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease.

§21.3. Any and all notices required or permitted to be served hereunder shall be given in writing and shall be effective upon its deposit in the United States mails, postage prepaid, return receipt requested, addressed as follows:

If to Landlord: CFS Property Management
9795 Crosspoint Boulevard – Suite 172
Indianapolis, Indiana 46256

If to Tenant: at the Leased Premises

or to such other place as either party shall designate by notice to the other party, provided that any personal delivery to any occupant of the Leased Premises or any posting of a notice on the door of the Leased Premises shall be deemed to be notice to Tenant.

§21.4. Whenever the word "Landlord" is used herein it shall be construed to include the heirs, executors, administrators, successors, assigns or legal representatives of Landlord; and the word "Tenant" shall include the heirs, executors, administrators, successors, assigns, or legal representatives of Tenant and the words Landlord and Tenant shall include singular and plural, individual or corporation. This section shall not permit any assignment, which is prohibited or restricted by any other provision of this Lease.

§21.5. The captions, section numbers and article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe, the scope or intent of such sections or articles of this Lease nor in any way affect the Lease.

§21.6. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, and of the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

§21.7. The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises and this Lease becomes effective as a lease only upon execution and delivery thereof by Landlord and Tenant.

§21.8. The terms and conditions of this Lease shall be governed by the laws of the State of Indiana and venue shall lie in Hamilton County, Indiana. The parties waive any and all rights to a trial by jury.

This Lease Agreement was prepared by Blackwelder Campbell & Leavitt, P.C., Attorneys at Law,
151 N. Delaware St., Suite 1601, Indianapolis, IN 46204 (317) 638-1884; Fax (317) 638-1879; e-mail bcllaw@iquest.net