

DARDENNE LUXURY LIVING ON THE PRAIRIE, LLC**This is a binding contract. Read carefully before signing.**

Lease Start Date	Lease End Date	Monthly Rent	Security Deposit
AUGUST 12, 2022	AUGUST 11, 2023	\$1,280.00	\$0.00

THIS APARTMENT LEASE (the "Lease") is made and entered into as of the date set forth below, which date shall be the "Effective Date" hereof, binding the parties to the terms and conditions herein, by and between the **Dardenne Luxury Living on the Prairie, LLC (DBA The Prairie Luxury Apartments)** (herein referred to as "Landlord"), and Resident, defined below. The terms "we," "us," and "our" refer to the Landlord listed above and not to property managers or anyone else. Written notice to or from our managers constitutes notice to or from us. If more than one Resident, each shall be jointly and severally liable and are all collectively referred to as "Resident" herein. Landlord, for and in consideration of the rents, covenants and agreements hereinafter contained and hereby agreed to be paid, kept and performed, jointly and severally by Resident, and in reliance upon the statements and representations, all of which are agreed to be material, made by Resident in his/her/their Application For Residency attached hereto and incorporated herein by reference, does hereby lease to Resident and Resident does hereby lease from Landlord the Leased Premises ("Apartment") described below located in the apartment community commonly known as **The Prairie Luxury Apartments and Villas** ("Community") upon the terms and conditions set forth in this Lease.

Resident(s): MANOJ KUMAR

Leased Premises:

3103 CHERRY BLOSSOM DR Dardenne Prairie, MO 63368

Authorized Agent
of Landlord:Property Manager
210 Dogwood Prairie Dr
Dardenne Prairie, MO 63368

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MOVING IN – GENERAL INFORMATION

- Occupants** The terms "you" and "your" refer to all residents listed above. No one else may occupy the Apartment. Persons not listed above must not stay in the Apartment for more than 10 consecutive days without our prior written consent.
- Apartment** Unit # **3103** **Dardenne Prairie, MO 63368** to be rented for use as a private residence only. The Apartment leased to Resident consists of a residential unit together with any appliances, window coverings, carpet and other furnishings listed on the move-in form, and the Garage and/or number of Parking Spaces(s) listed in the attached Parking Addendum. The Apartment will be unfurnished by us.
- Term** This Lease commences on the Lease Start Date and ends on the Lease End Date indicated above. Upon expiration of the initial lease term, this Lease will automatically renew month-to-month unless either party gives at least 60 days written notice of termination or intent to move-out as required by this Lease. Resident hereby agrees that in the event Resident shall not completely vacate the leased Apartment and return to Landlord ALL keys thereto on or before the effective date of termination or expiration date of this Lease, Resident shall become liable thereafter, until completely vacating the leased Apartment and returning all keys thereto to Landlord, for rent for each month in an amount equal to the full monthly rental rate than being charged by Landlord for month-to-month tenancy, and shall be subject to all rules and regulations hereunder. Payment for final month of occupancy must be paid in full no later than the third day of the month of move out. Landlord will not pro-rate Resident's rent in the event Resident vacates the Apartment prior to the end of the month.
- Rent** Resident shall pay Landlord the Rent for the Apartment each month in advance on or before the rent Due Date. In addition, all other monetary obligations of Resident under this lease shall be deemed to be additional Rent. Any reference to the term "Rent" in this Lease shall be deemed to include additional Rent. Except as further limited in this Lease below, Landlord only accepts the following forms of payment: personal check, cashier's or bank check, money order or traveler's check. Landlord may, at its sole discretion, allow or disallow credit card or ACH payments at any time, with or without notice. Credit card and ACH payments, if allowed, will be subject to a reasonable convenience fee. **LANDLORD DOES NOT ACCEPT CASH AS A FORM OF PAYMENT.**
- Rent Due Date** Rent ("Monthly Rent") in the amount indicated above is due on the **FIRST (1st)** day of each calendar month. You must pay your Rent on or before the first date of each month (due date) with no grace period. You must not withhold or offset Rent unless authorized by statute. We may, at our option, require at any time that you pay all Rent and other sums in certified funds, cashier's check, or money order. If you don't pay Rent on time, you'll be delinquent and all remedies under this Lease will be authorized.
- Late Charge** Your late charge is **One Hundred dollars (\$100.00)**. If you do not pay all Rent in full on or before the **third** day of the month, you'll pay an initial late charge of **\$100.00**. We may require that all late rent paid on or after the **third** of the month be in certified funds. If Resident sends rent via mail, the Late Charge will apply if the rent is received later than the 3rd of the month, regardless of the date Resident mailed such rent payment.
- Returned Check Charge** Your returned check charge is **fifty dollars. (\$50.00)** You will pay a charge of **\$50.00** for each returned check or rejected electronic payment, plus initial late charges from due date until we receive acceptable payment.
- Utilities** You shall be responsible for paying all utility services provided to the Apartment, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected for any reason--including disconnection for not paying your bills--until the Lease term or renewal period ends. Utilities may be used only for normal household purposes and must not be wasted. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the dwelling. If you breach the Lease, you will be responsible for utility charges for the time period you were obliged to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your dwelling and only charge a reasonable administration fee for billing for the utility service


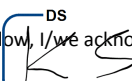
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Sewer and Trash. Your monthly utility charge for sewer and trash service is _____ to be included in your monthly rent payments. All utility charges are considered Additional Rent. If you fail to pay the utility charge by the rent due date listed above, your failure to pay shall, at our election, constitute a default under the Lease. Resident and Landlord agree that the utility charge indicated above represents a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost. The Apartment has not been sub-metered and the cost for sewer service (on a per unit basis as charged by the applicable water district) may be allocated based upon the number of rooms and/or occupants on the Lease. We shall have the right at any time to sub-meter any utility services allocated to the Premises upon reasonable notice to you.

Other Utilities. You shall be responsible for ordering and arranging for all utilities, as well as for satisfying any deposit or other requirements of the utility provider. You acknowledge that any such utilities will not be available to the Apartment on your move-in date if you fail to arrange for service in advance. You shall pay for each of these utilities to the provider of such service as billed by the provider.

No Liability to Landlord for Interruption of Service. We shall not be liable for any loss or damage caused by or resulting from any variation, outages, interruption, fluctuations or failure of any utilities and services due to any cause whatsoever. Resident shall waive any claims for offset or reduction of rent or diminished rental value of the dwelling due to such outages, interruptions or fluctuations. No temporary interruption or failure of such utilities and services due to accident, strike, conditions or any other cause whatsoever, nor incident to the making of repairs, alterations or improvements, shall be deemed an eviction of you or relieve you from any of your obligations hereunder. You shall be strictly liable for any and all damages to the Community which may arise as a result of you allowing the utilities to be shut off.

By intitialing below, I/we acknowledge that I/we have read this page in its entirety:

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DARDENNE LUXURY LIVING ON THE PRAIRIE, LLC

9. Pets

Resident hereby agrees that NO ANIMALS OR PETS SHALL BE TAKEN INTO OR KEPT IN OR ABOUT THE LEASED APARTMENT WITHOUT THE PRIOR WRITTEN CONSENT OF LANDLORD FOR EACH SUCH ANIMAL OR PET. Attached hereto is the Pet Addendum, the provisions of which are incorporated herein by reference. If such Pet Addendum has not been executed, you shall be deemed to have represented and warranted to and covenanted with us that you have no pet or animal in or about the Apartment, and shall not allow any pet or animal to be taken into or kept about the Apartment without our prior written consent. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease.

25.00 \$25 PER DOG / \$0 PER CAT
Monthly Pet Rent: \$ _____ per month
Non-Refundable Pet Fee: \$300.00 for the 1st pet | \$300.00 for the 2nd pet
Pet Deposit: \$0.00

No animal deposit will be required of authorized support animals. We will authorize a support animal for a disabled (handicapped) person. We may require a written statement from a qualified professional verifying the need for the support animal.

10. Rent Concession

As consideration for your agreement to remain in your Apartment and to fulfill your Lease obligations throughout the full term or your Lease, you will receive the following rent Concession and or upfront discount (if applicable): \$ 0.00 to be applied to your rent/move-in cost as a One-Time (Upfront) Concession and \$ 0.00 to be applied to your rent as a Monthly (Recurring) Concession. The concession indicated above is provided to you as an incentive and with the understanding that you will fulfill your obligations under the Lease through the entire term of your Lease. If your lease is terminated early for any reason, whether it be mutually agreeable or due to your default (for example, if you abandon the premises without paying rent or are evicted), you will be required to immediately repay to the Landlord the full amount of the Concession that you have received for the months you resided in the Apartment, and without further notice from us.

11. Resident Insurance Requirements

You acknowledge that none of your personal possessions, furniture, fixtures or automobiles stored or used in the leased Apartment or within the Community ("Your Property") is covered by any of our insurance policies. You also acknowledge that we do not maintain insurance to protect you against personal injury or to cover your own liability for injury, loss or damage you, your occupants and guests may cause others (including damage to our property). You shall bear all risks of loss, theft, damage or destruction to all of Your Property from all causes, including theft, fire, smoke, rain, water, hail, ice, snow, lightning, wind, explosions, earthquake, casualty, flooding, leakage, interruption of utilities, theft, hurricane, and any action by us or any of our agents or employees, negligence of other residents, occupants, invited guests or uninvited guests or vandalism. **You are required to purchase and maintain, at all times during the Term of this Lease and at your sole expense, a standard type of tenant's or renter's homeowner's insurance policy, or its equivalent, issued by a licensed insurance company, as well as automobile insurance covering any automobile parked or driven by you within the Community. Such policy shall provide limits of liability of at least: (i) \$100,000 personal liability; and (ii) the greater of \$10,000 or the full replacement value on your personal property.** You shall be responsible for determining if these levels of insurance coverage are adequate for you and your possessions. We retain the right to hold you responsible for any loss in excess of your insurance coverage. Proof of your insurance coverage must be provided to the management office to the Landlord's satisfaction. Failure to maintain personal liability insurance shall be deemed an immediate, material and incurable breach of this Lease and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease or state law. You also acknowledge that by not maintaining your own policy of personal liability insurance, you may be responsible to others (including us) for the full cost of any injury, loss or damage caused by your actions or the actions of your occupants or guests. **If insurance lapses at any time during the term of the lease, a \$35/mo, non-compliance fee will be immediately due.**

Resident hereby: (a) releases Landlord and its agents, authorized representatives and employees (collectively, "Landlord's Agents") from any and all claims for damages or loss to Resident's personal property (including any deductible and including loss caused by earthquake or other damage event) and from any and all claims for personal liability, damages or loss in, on or about the leased Apartment that are caused by or result from risks that are or would be insured under Resident's insurance coverage, including, but not limited to, damage or loss caused by fire, theft, rain, water overflows and leakage; and (b) waives any and all rights of recovery and rights of subrogation against Landlord's agents in connection with any damage, claim or loss that is or would be covered by Resident's insurance coverage. Prior to installing a waterbed in the leased Apartment, you hereby agree to purchase and maintain a waterbed insurance policy and a current copy thereof shall at all times be on file at the leasing office of Landlord.

"WHAT IF" CLAUSES

12. Early Move Out; Reletting Charge

You will be liable to us for a reletting charge equal to two month's rent if you: (1) fail to give written move out notice as required by this Lease; or (2) move out without paying Rent in full for the entire Lease term or renewal period; or (3) move out at our demand because of your default; or (4) are judicially evicted. **The reletting charge is not a Lease cancellation fee or buyout fee and does not release you from your obligation under this Lease.** It is a liquidated amount covering only part of our damage; that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain - particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. The reletting charge does not release you from continued liability for failure or past-due Rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

13. Lease Buy-Out

You may buy out of the Lease prior to the end of the Lease term and cut off all liability for paying rent for the remainder of the Lease term if all of the following occur: (i) you pay us a buy-out fee equal to two (2) month's rent; (ii) You give us written notice of buy-out at least 60 days prior to the new termination date (i.e., your new move-out date); (iii) you are not in default under the Lease on the date you give us the notice of buy-out or on the new termination date (move-out date); (iii) you move out on or before the new termination date and do not hold over; (iv) You pay us the amount of any Concessions you received in paragraph 10 of this lease or any additional concessions received; and (v) you continue to pay your rent and additional rent in full up until your new lease termination date. The buy-out fee listed in (i) above is due and payable at the time you give us your buy-out notice. After you give us notice of buy-out, the Lease gives us the right to begin showing your unit to prospective residents and telling them it will be available immediately after your new termination date. You will continue to be liable for any damages and any sums accruing and unpaid prior to the new termination date.

Our deposit of all amounts due under this provision constitutes our approval of the new termination date stated in your notice or buy-out. If you fail to comply with any of the procedures or requirements listed above after we deposit such monies, your right to buy-out will be voided automatically; and (l) any amounts you have paid under this agreement will become part of your security deposit, and (2) the Lease will continue without buy-out. Then, if you move out early, you are subject to all Lease remedies, including re-letting fees and liability for all rents for the remainder of the original lease term.

14. Damages and Reimbursement

Within seven (7) day after being notified of any damage caused by you to the Apartment or the apartment Community you must reimburse us for the cost to repair or replace any damage, including, but not limited to any loss, damage, government fines, or cost or repairs or service in the apartment Community due to a violation of the Lease or rules, or improper use, negligence, reckless, or intentional conduct by you or your invitees, guests or occupants. We're not liable for - and you must pay for - repairs, replacement costs, and damage to the following if occurring during the Lease term or renewal period: (1) damages to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your Apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

To the maximum extent permitted by law, it is understood and agreed that we, our agents, employees, owners, successors or assigns shall not be liable to you or any of your guests, occupants or visitors for any personal injury or for any damage to or any loss of personal property in or around the Apartment, including, without limitation, the surrounding common areas of the Community ("Common Areas") at which the Apartment is located regardless of the cause of injury, loss or damage. You, for yourself and heirs and personal representatives, hereby release, relinquish, exonerate and discharge and agree to indemnify, protect and save harmless us, our officers, our agents, employees, successors or assigns, from any and all claims, demands, cost (including reasonable attorney fees), and liability for any injury to, including death of a person (whether they be a third person, employees of the party's hereto or the parties themselves) and any loss of or damage to property (whether said loss occurs to any parties herein or to third persons) caused by, growing out of, or happening in connection with your or your invitee(s)' use and occupancy of the Apartment, apartment Community, fixtures, equipment, appliances, facilities, improvements, and Common Areas located thereon, or by reason of any like or different casualty. Notwithstanding any other provision contained herein, if we are found or held liable to you for any reason whatsoever, you agree that the total monetary damage amount recoverable will in no instance exceed the total amount of Rent you paid us during your tenancy.

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By initialing below, I/we acknowledge that I/we have read this page in its entirety:
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DARDENNE LUXURY LIVING ON THE PRAIRIE, LLC

15. Rent Increases and Lease Charges No Rent increases or Lease changes are allowed before the initial Lease term ends, except for changes allowed by a written addendum or amendment signed by you and us, or by reasonable changes of Apartment Community rules allowed under this Lease. If we give you written notice of Rent increases or lease changes effective when the Lease Term or renewal period ends, this Lease will automatically continue month-to-month with the increased rent or Lease change. The new modified Lease will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under this Lease.

16. Delay of Occupancy We make no representation that the Apartment will be ready for occupancy on the commencement date of the Term. If we are unable to deliver possession of the Apartment at the commencement of the Term, we shall not be liable for any consequential damages to you, but you shall not be responsible for payment of Rent for the period between the commencement of the Term and the time when we deliver possession. If we are not able to deliver possession within thirty (30) days of the commencement date of the Term, either we or you may, prior to the time when we deliver possession, cancel this Lease by giving written notice to the other. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any Rent paid. Rent abatement or Lease termination does not apply if delays are for cleaning or repairs that don't prevent you from occupying the Apartment.

Our failure to provide any operative recreational, laundry and other common facilities, due to fire, flood, accident, strike, weather conditions, subcontractor's failures or any other cause whatsoever including delays in the construction thereof or incident to the making of repairs, alterations or improvements thereto, shall not constitute a breach of default under the Lease, nor shall it affect any obligation or undertaking by you, nor shall we be held liable on such account.

17. Release of Information You are advised that our standard practice is to disclose information contained in our lease files regarding you or this Lease in response to a request for information from a law enforcement agency. In addition, you are advised that we will release information regarding you or this Lease in the following situations during or after the Term of this Lease. We will release information: (i) where you have agreed in writing to the release of such information; (ii) in connection with the filing of negative credit report information as a result of your failure to pay for amounts owing hereunder; (iii) where necessary for our accountants, attorneys or insurers in connection with our business operations; and/or (iv) pursuant to subpoena, court order, applicable law or regulation, or governmental request. We will release factual information regarding the dates of your occupancy, the amount of Rent under the Lease and the timeliness of your Rental payments. Nothing contained in this Lease should be construed to create any expectation of privacy by you regarding information pertaining to you, the Lease and/or information concerning you and/or the Lease contained in our lease files.

WHILE YOU ARE LIVING IN THE APARTMENT

18. Community Policies and Rules You and all guests and occupants must comply with any written Apartment rules and Community policies. Our rules are considered part of this Lease. We shall not be obligated to enforce any provision of the Rules and Regulations and/or any policy referenced above, and we shall not be liable to any Resident for any violation by other residents any of the Rules and Regulations and/or policies. Further, any decision not to enforce or failure by us to enforce any provision of the Rules and Regulations and/or policies on one or more occasions shall not: (a) preclude us from enforcing such provision for the current or any other occasion; nor (b) be construed as a waiver by us of the current breach or any subsequent breach of any such provision. We have the unilateral right, upon written notice to you, to change the Rules and Regulations and/or policies at any time. Such new Rules and Regulations and/or policies will be effective upon your receipt of written notice regarding such changes.

19. Limitations on Conduct The Apartment and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with Apartment rules and posted signs. Glass containers are prohibited in or near pools and all Common Areas. You, your occupants, or guests may not take any of the following actions anywhere in the Apartment Community: use candles or use kerosene lamps without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your Apartment or in the Apartment Community is prohibited-- except that any lawful business conducted "at home" by computer, mail or telephone is permissible if customers, clients, patients, or other business associates do not come to your Apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in Common Areas.

We may exclude from the Apartment Community guests or others who, in our judgment, have been violating the law, violating this Lease or any Apartment rules, or disturbing other residents, neighbors, visitor or owner representatives. We may also exclude from any outside area or Common Area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of specific residents in the Community.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

20. Prohibited Conduct You and your occupants or guests may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the Apartment Community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the Apartment Community; displaying or possessing a gun, knife, or other weapon in the Common Area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the Apartment Community; engaging in criminal activity; or injuring our reputation by making bad faith allegations against us to others. If you violate any term or condition under this paragraph, we shall be entitled to immediately terminate your right of occupancy of the Apartment.

21. Parking Use of the Garage or Parking Space for anything other than as specified in the Rules and Regulations is prohibited. You hereby acknowledge that we reserve the right to regulate all vehicle parking within the Apartment Community in which the Apartment is located, specify the use thereof and restrict such use only to currently licensed in-use automobiles. We may change your designated Garage and/or Parking Space from time to time. You shall comply with the parking rules contained in the Rules and Regulations attached hereto. Unauthorized parking may be terminated by us or our agents at any time by removing parked vehicles or property at the expense of anyone claiming or owning same, without liability therefor. Overnight parking of boats, trailers, trucks or any type of vehicle, other than a currently licensed automobile, is specifically prohibited without our prior written consent. We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles or motorized bikes may not be parked inside an Apartment unit or on sidewalks, under stairwells, or in handicapped parking areas.

22. Release of Resident Unless you're entitled to terminate this Lease pursuant to the terms of the Lease, you won't be released from this Lease for any reason - including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, bad health, loss of co-residents, or loss of employment.

23. Military Personnel Clause You may terminate the Lease if: (1) you are (i) a member of the U.S. Armed forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; and (2) you are either (i) given change-of-station orders to permanently depart the local area, (ii) deployed with a military unit for 90 days or more, (iii) given temporary duty orders in excess of ninety days duration assigning you to a location at least twenty-five miles from the leased residence, or (iv) relieved or released from active duty.

If you qualify to terminate the Lease under this clause, you may do so by providing us with written notice that you are terminating on a specific date not less than fifteen days from the date of notice. You must furnish us a copy of your permanent change-of-station orders, call-up orders, or deployment orders or letter from your commanding officer confirming the orders. The final lease payment due under the terminated Lease shall be provided by the effective date of termination and shall be payable at such time as would have otherwise been required by the terms of the Lease. Military permission for base housing doesn't constitute a permanent change-of-station order. After you move out, we'll return your security deposit, less lawful deductions.

By initialing below, I/we acknowledge that I/we have read this page in its entirety:

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DARDENNE LUXURY LIVING ON THE PRAIRIE, LLC

If you or any co-resident are a dependent of a service member covered by the U.S. Service members Civil Relief Act, this Lease may not be terminated under this Paragraph without applying to a court and showing that your ability to comply with the Lease is materially affected by reason of the service member's military service. A co-resident who is not your spouse or dependent cannot terminate under this military clause. Unless you state otherwise in this Lease, you represent when signing this Lease that: (1) you do not already have deployment or change-of-station orders; (2) you will not be retiring from the military during the Lease term; and (3) the term of your enlistment or obligation will not end before the Lease term ends. You waive all rights to terminate if you misrepresent the facts in the preceding sentence.

24. Resident Safety and Property Loss

You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless bolting device, window latches, and other safety or security devices. You agree to make every effort to follow the Security Guidelines in this Lease.

Smoke Detectors. The Apartment is equipped with a smoke detection alarm. This smoke detection alarm has been tested prior to Resident's move-in to insure operational performance. Resident shall not disable the smoke detection alarm. Resident is responsible for periodically self-testing the smoke detector to insure its proper operation, and for replacing batteries as required. If the smoke detection alarm is not operational or Resident is unable to self-test the smoke detection alarm, the Resident must notify the business office to arrange for inspection by Landlord's maintenance staff. We may replace dead or missing batteries at your expense, without prior notice to you. If you disable or damage the smoke detector, or fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water.

Casualty Loss. We are not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. Unless we instruct otherwise, you must--for 24 hours a day during freezing weather--(1) keep the apartment heated to at least 50 degrees; (2) keep cabinet and closet doors open; and (3) drip hot and cold-water faucets. You'll be liable for damage to our and others' property if damage is caused by broken water pipe due to your violating these requirements. If you ask our representative to perform service not contemplated in this Lease, you will indemnify us and hold us harmless from all liability for these services.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, suspected criminal activity, or other emergency involving imminent harm. You should then contact our representative. You won't treat any of our security measures as an express or implied warranty of security, or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crime. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by statute. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the Apartment Community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law enforcement agency. You also must furnish us with the law enforcement agency's incident report number upon request.

25. Condition of the Apartment and Alterations

You accept the Apartment, fixtures, and furniture as are, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You'll be given an Inventory and Condition form on or before move-in. You must sign and note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe and good working condition.

You must use customary diligence in maintaining the Apartment and not damaging or littering the Common Areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the Apartment, but we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machine, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our Satellite Dish or Antenna Addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the Apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the Apartment (whether or not we consent) become ours unless we agree otherwise in writing.

26. Requests, Repairs and Malfunctions

IF YOU OR ANY OTHER OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST - FOR EXAMPLE FOR REPAIRS, INSTALLATIONS, SERVICES OR SECURITY RELATED MATTERS - IT MUST BE SIGNED AND IN WRITING TO OUR DESIGNATED REPRESENTATIVE (except in case of an emergency). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the Apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar causes, you must notify our representative immediately. Air conditioning problems are normally not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part.


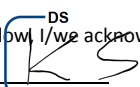
If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease within a reasonable time by giving you written notice. If the Lease is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

27. Mold Information and Prevention

You shall be responsible for and obligated to report immediately to us any evidence of any kind of water or mold problems in the Apartment, including water leaks, roof leaks, pipe breakage or leakage, sewer back-ups and/or mold occurrences. You shall also immediately report to us any malfunction, defect or break in any equipment or system serving the Apartment, such as the air conditioner, furnace and electric system. If you are the cause of the mold, water infiltration, a damp environment, or fail to with comply this Lease, including, but not limited to your notice and reporting requirements set forth herein, you may be required to pay all reasonable costs for treating, repairing, and/or, replacing, all injury or damages that is a result of you causing said water infiltration, damp environment, or your failure to comply with the guidelines listed below, including, but not limited to the notice and reporting requirements set forth herein. If you fail to report these incidents on a prompt basis, you shall be responsible for the cost of repairing any leaks or occurrences not timely reported by you, and you shall promptly reimburse us for all direct, incidental and consequential losses, damages, eviction, and attorneys' fees of any kind incurred by us relative to your breach of your obligations hereunder.

Remediation of Mold Condition. In the event that a mold condition is discovered in the Apartment, Resident agrees that Landlord shall have the right to evaluate such condition and take appropriate corrective action to remediate the mold condition. Resident further acknowledges that Landlord may relocate Resident, either on a temporary or permanent basis, in order to remediate the mold condition and repair the Apartment.

Release and Indemnification. Resident hereby releases Landlord and each of its affiliated companies, divisions, directors, officers, employees, partners, shareholders, members and representatives (collectively, the "Landlord Parties") from any and all liability, claims, actions, damages, costs and expenses of any nature arising from any of the matters described in this section that are caused by Resident's acts or failure to act. Without limiting any indemnity obligations contained in the Lease, Resident shall indemnify, defend and hold the Landlord Parties harmless from and against any liability, damage, claims for personal injury and/or property damage, cost or expense (including reasonable attorneys' fees) caused by Resident's failure to comply with the Mold provisions of this Lease. Resident's indemnity obligations hereunder shall survive the expiration or termination of the Lease.

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By initialing below, I/we acknowledge that I/we have read this page in its entirety:
 

DARDENNE LUXURY LIVING ON THE PRAIRIE, LLC

Mold Prevention Instructions. In order to prevent mold growth, it is important to prevent excessive moisture buildup in your Apartment. Failure to promptly pay attention to leaks and moisture that might accumulate on Apartment surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as: rainwater leaking from roofs, windows, doors and outside walls; overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines; leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks; washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking; and insufficient drying of carpets, carpet pads, shower walls and bathroom floors. **In order to minimize the potential for mold growth in your Apartment, you must do the following:**

- Keep the Apartment clean - particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, walls, ceilings, doors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines-- especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. After taking a shower or bath, it is recommended that you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.
- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
- At the time of your move-in, you shall note the presence of any mold or mildew observed by you at the time of your initial inspection of the Apartment. After move-in, if you observe or otherwise become aware of the presence of mold, mildew, water intrusion or dampness in the Apartment (e.g. water leakage from drains or faucets, discoloration of walls or ceilings, dampness in cabinets, musty odors in closets, or similar condition – any such condition is hereinafter referred to as a “Mold Condition”), you shall immediately report the mold condition to us. We will respond in accordance with state law and the Lease to repair or remedy the situation, as necessary.
- Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.

IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES (such as ceramic tile, Formica, vinyl flooring, metal, wood or plastic), it is recommended that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lyso[®] Disinfectant or Tilex[®] Mildew Remover. Products containing bleach can discolor or stain. Be sure to follow the instructions on the container. Applying biocides without first cleaning away the dirt and oils from the surface is not recommended. Always clean and apply a biocide to an area 5-6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapes and carpets--provided the fibers are completely dry, machine washing or dry cleaning will remove mold from clothes. **DO NOT CLEAN OR APPLY BIOCIDES TO:** (1) visible mold on porous surfaces, such as sheetrock walls or ceilings, or (2) large areas of visible mold on non-porous surfaces. Instead, notify us in writing, and we will take appropriate action.

28. Right of Entry

After giving prior reasonable (not less than twenty-four (24) hours) notice to Resident, Landlord may enter the Apartment during normal business hours: (a) to make necessary or agreed repairs; (b) to install decorations, or to make alterations or improvements deemed necessary or desirable by Landlord; (c) to supply necessary or agreed services; (d) to show the Apartment to workers and contractors and to prospective purchasers, lenders or tenants; and/or (e) to make an “initial move-out inspection”. In addition, if a detached garage is included in the Apartment leased to Resident, Landlord may, after giving prior reasonable (not less than Twenty-four (24) hours) notice to Resident, enter the garage during normal business hours to inspect the garage for compliance with the terms of this Lease and Landlord’s Rules and Regulations. For purposes of this Lease normal business hours are deemed to be 9:00 AM to 5:00 PM, Monday through Friday. Landlord may enter the Apartment and/or any detached garage included within the Apartment without advance notice to Resident and at any time: (i) in case of an emergency; (ii) when Resident has abandoned or surrendered the Apartment; and/or (iii) pursuant to court order or search warrant. If any repair, alteration or other improvement work performed requires that Resident temporarily vacate the Apartment, then Resident shall temporarily vacate the Apartment upon being provided at least three (3) days prior written notice.

If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives, or other persons listed below may peacefully enter the Apartment at reasonable times for the purposes listed below. If nobody is in the Apartment, then such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary) if entry is for any of the following reasons: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector batteries; retrieving unreturned tools, equipment, or appliances; preventing waste of utilities; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or rekeying unauthorized security devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected; removing property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing the Apartment to prospective residents (after move-out or vacate notice has been given); or showing the Apartment to government inspectors, fire marshals, lenders, contractors, prospective buyers, or insurance agents.

29. Multiple Residents or Occupants

Each Resident is jointly and severally liable for all Lease obligations. If you or any guest or occupant violates the Lease or rules, all Residents are considered to have violated the Lease. Our requests and notices (including sale notices) to any occupant constitute notice to all Residents and occupants. Notices and requests from any Resident or occupant (including notices of Lease termination, repair requests, and entry permissions) constitute notice from all Residents. In eviction suits, each Resident is considered the agent of all other Residents in the Apartment for service of process. Security deposit refunds may be by one check jointly payable to all Residents; and the check and any deduction itemization may be mailed to one Resident only.

REPLACEMENTS



30. Assignment, Replacements and Subletting

You may not assign your interest under this Lease and may not sublet all or any part of the Apartment, or allow any other person or entity other than those persons listed in this Lease or guest pursuant to this Lease to occupy or use all or any part of the Apartment. No assignment, whether voluntary or involuntary, by operation of law, under legal process or proceedings, by receivership, in bankruptcy or otherwise, and no subletting shall be valid or effective, and, at our election, shall constitute a default. Each prospective assignee or sub-lessee shall be required by us to complete an Application for Residency. We shall evaluate each prospective assignee or sub-lessee according to the terms and conditions set forth in the Application for Residency. Any consent by us to any assignment or subletting of the Apartment shall not constitute a waiver or release of you or of any assignee or sub-lessee from any of the obligations and covenants to be kept and performed by you under this Lease, but you and every assignee and sub-lessee shall be bound by all terms and conditions hereunder.

Replacing a Resident, subletting, or assignment is allowed only when we consent in writing. If departing or remaining Residents find a replacement Resident acceptable to us before moving out and we expressly consent to the replacement, subletting, or assignment, then: (1) a re-letting charge will not be due; (2) an administrative and/or transfer fee will be due, and a rekeying fee will be due if rekeying is requested or required; and (3) you will remain liable for all Lease obligation for the rest of the original Lease term.

Procedures for Replacement. If we approve a replacement Resident, then, at our option: (1) the replacement Resident must sign this Lease with or without an increase in the total Security Deposit; or (2) the remaining and replacement Residents must sign an entirely new Lease. Unless we agree otherwise in writing, your Security Deposit will automatically transfer to the replacement Resident as of the date we approve. The departing Resident will no longer have a right to occupancy or a Security Deposit refund, but will remain liable for the remainder of the original Lease term unless we agree otherwise in writing--even if a new Lease is signed.

By initialing below, I/we acknowledge that I/we have read this page in its entirety:

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DARDENNE LUXURY LIVING ON THE PRAIRIE, LLC**31. Default by Resident**

You'll be in default if you or any guest or occupant violates any term or obligation in this Lease including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the Apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the Apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia as defined; (6) any illegal drugs or paraphernalia are found in your Apartment; (7) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government; or (8) you or any guest or occupant engages in any of the prohibited conduct described in this Lease.

32. Remedies

In the event of any material default or breach by you, we may at any time thereafter, with or without notice or demand, and without limiting Landlord in the exercise of any right or remedy that Landlord may have by reason of such default or breach:

Eviction. If you default for non-payment of rent or reasons other than non-payment of rent, we may end your right of occupancy by giving you a written notice to vacate. Notice may be by: (1) regular mail; (2) certified mail, return receipt requested; (3) personal delivery to any Resident; (4) personal delivery at the Apartment to any occupant at least 15 years old; or (5) affixing the notice to the inside of the Apartment's main entry door. Termination of your possession rights or subsequent re-letting doesn't release you from liability for future rent or other Lease obligations. After giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction, or any other contractual or statutory right. Accepting money at any time doesn't waive our right to damages; past or future rent or other sums; or to continue with eviction proceedings. Any guest whose stay exceeds the specified limits, or any boarder or roommate to whom Landlord has not consented, is not a tenant of the Apartment and will be subjected to eviction by Landlord under legal process without prior service of notice to quit or other termination notice.

Right of re-entry. We may terminate your right to possession of the Apartment by any lawful means, in which case this Lease shall terminate, and you shall immediately surrender possession of the Apartment to us. You hereby agree that at any time while this Lease is in effect, should you abandon or vacate the Apartment; or if any execution or other process be levied upon your interest in this Lease; or if a petition in bankruptcy be filed by or against you in any court of competent jurisdiction; we shall have the right, at our option, to re-enter and take possession of the leased Apartment, and to terminate the Lease.

Abandonment. If you move, vacate, surrender or abandon the Apartment, we may then enter same to inspect, clean, renovate or redecorate. Such action shall not affect or abate any Rent due or to become due, or other terms hereof. Upon re-entry by us following termination of the Lease, we may consider any personal property belonging to you and left on the Apartment to be abandoned, such that neither you nor any other person shall have any further right or claim thereto, and we may remove, store, or dispose of all such personal property in the Apartment or in Common Areas (including any vehicles you or any occupant or guest owns or uses) in accordance with applicable law. We may remove and dispose of such property as we see fit at your sole risk and cost without recourse by you or any other person against us, our agents, representatives or designees. You, upon demand, shall pay to us any and all expenses incurred by us for the removal, disposal and/or storage of any such property.

Forfeiture. You hereby agree that should you fail to pay rent as due hereunder; or violate any term, condition, covenant or agreement of this Lease; or violate the Rules and Regulations of Landlord then in effect; or abandon the Apartment; then in any such event, we may forfeit and cancel the Lease upon one (1) day's written notice to you. We may thereafter re-enter the Apartment pursuant to the provisions hereof. Such action shall in no way affect any of your obligation hereunder, nor shall receipt of Rent after default be a waiver of our right to declare a forfeiture hereunder. If the Lease is so forfeited or cancelled, or if you move, vacate, surrender or abandon the Apartment while the Lease is in effect, we may re-let same for and on account of you at any readily obtainable rental or terms. The proceeds of same shall first go to our expenses or costs to get the Apartment ready to rent or lease, plus our leasing expenses, then to all other expenses incurred by us as a result of such forfeiture, cancellation, move, vacation, surrender or abandonment of same. The surrendering, depositing, mailing or leaving of keys for the leased Apartment with, or directed to us, shall in no way create or produce a cancellation or release hereunder, nor a cancellation of any monies due, or to become due, by you, nor shall acceptance of such keys to, and possession of, the leased Apartment be construed as an acceptance of surrender of the Apartment, nor shall such action release you from any obligation under the Lease. In the event of forfeiture of the Lease, in addition to the other remedies available to us, any Security Deposit shall be retained by us to be applied to our expenses, which shall in no way affect or excuse any amounts due from you to us under the terms of the Lease.

Acceleration. All monthly Rent for the rest of the Lease Term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the Lease term or renewal period ends; and (2) you've not paid all Rent for the entire Lease Term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining Rent also will be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations below.

Holdover. Should you fail to move out upon the termination of your Lease, We shall have the right to file action against you seeking immediate recovery of the possession of the Apartment and shall be entitled to recover from you during the holdover period an amount of Rent equal to two times the amount of the monthly Rent stated in this Lease or our actual damages, whichever is greater.

You hereby acknowledge that the specified remedies to which we may resort under this Lease are cumulative and are not intended to be exclusive of any other remedies to which we may be lawfully entitled in case of any breach or a threatened breach by you of any provision of this Lease.

Other Remedies. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in this Lease, in addition to other sums due. Upon your default, we have all other legal remedies, including Lease termination. You agree to pay our reasonable costs and attorney fees if you default on this Lease and we hire a lawyer to enforce this Lease as a result of your default. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late Rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 18% interest per year from due date, compounded annually. You must pay all collection agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sum by that deadline.

Mitigation of Damages. If you move out early, you'll be subject to all remedies specified elsewhere in this Lease and all other remedies. We'll exercise customary diligence to re-let and minimize damages. We will credit all subsequent Rent that we receive from subsequent Residents against your liability for past-due and future Rent and other sums due.

GENERAL CLAUSES**33. Miscellaneous**

Neither we nor any of our representatives have made any oral promises, representations or agreements. This Lease is the entire agreement between you and us. Our representatives (including management personnel, employees and agents) have no authority to waive, amend or terminate this Lease, or any part of it, unless in writing, and no authority to make promises, representations or agreements that impose security duties or other obligations on us or our representatives unless in writing. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease should retain a copy of the memo, letter, or fax that was given. Fax signatures are binding. All notices must be signed.

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By initialing below, I/we acknowledge that I/we have read this page in its entirety:
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DARDENNE LUXURY LIVING ON THE PRAIRIE, LLC

Exercising one remedy won't constitute an election or waiver of other remedies. Insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates the Lease. All notice and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease is subordinate or superior to existing and future recorded mortgages, at lender's option. All Lease obligations must be performed in the county where the Apartment is located.

All discretionary rights reserved for us within this Lease or any accompanying addenda are at our sole and absolute discretion.

OBLIGATION TO VACATE. You shall vacate the Apartment and remove all your personal property therefrom at the expiration of the Lease Term without further notice or demand from us.

FORCE MAJEURE: If we are prevented from completing the performance of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law. Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

If any provision of this Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity and unenforceability only without invalidating or otherwise affecting the remainder of the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. Should either party file a lawsuit arising out of this Lease, said lawsuit shall be exclusively filed and heard in state court located in the county where the Apartment Community is located. This Lease shall be governed by the laws of the state of Missouri.

The Lease binds subsequent owners of the Apartment Community for the future obligation of said owner but not for past acts or omissions of prior owners, which are hereby released by Resident, unless the prior owners agree otherwise.

34. Payments

At our option and without notice, we may apply money received (other than utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current Rent--regardless of notations on checks or money orders and regardless of when the obligations arose. All payments due under this Lease that do not have a specific due date are due upon demand by us or our authorized agent(s). After the due date, we do not have to accept the rent or any other payments.

35. Disclosure Relative to Lead-Based Paint

Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention. Landlord hereby discloses that (i) Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the Apartment Community; and (ii) Landlord has no reports or records pertaining to lead-based paint and/or lead-based hazards in the Apartment Community.

WHEN MOVING OUT

36. Move Out Notice

Before moving out, you must give our representative advance written move-out notice as provided below. Your move-out notice will not release you from liability for the full term of the Lease or any renewal term. You will still be liable for the entire Lease term if you move out early except under the military clause. YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING: (i) We must receive written notice of your move-out date at least 60 days in advance of your intended move-out date. Oral move-out notice will not be accepted and will not terminate your Lease. (ii) Your move-out notice must not terminate the Lease sooner than the end of the Lease term or renewal period. YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE. You must obtain from our representative written acknowledgment that we received your move-out notice. If we terminate the Lease, we must provide 30-day advance notice - unless you are in default.

37. Move Out Procedures

The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease term or renewal period ends unless all Rent for the entire Lease Term or renewal period is paid in full. Early move-out may result in re-letting charges and acceleration of future rent under the terms of this Lease. You're prohibited from applying any security deposit to Rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must abandon the Apartment before the 30-day period for Security Deposit refund begins. You must give us and the U.S. Postal Service, in writing, each Resident's forwarding address.

38. Cleaning

You must thoroughly clean the Apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms, and return the Apartment to Landlord in as good condition as upon the commencement of the Term, reasonable wear and tear excepted. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charge.

39. Move Out Inspection

You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statement or estimates by us or our representative are subject to our correction, modification, or disapproval before final accounting. We will give you reasonable written notice mailed to your last known address, or in person, of the date and time when we will inspect the Apartment following the termination of the Lease.

40. Security Deposit Deductions and Other Charges

At the time you sign this Lease, you shall also pay us a Security Deposit as security for the faithful performance of your obligations under this Lease. We may, at our option, deduct from the Security Deposit such amounts as are reasonably necessary: (a) to remedy your defaults in the payment of Rent, utility charges or any other item for which you are responsible under the Lease; (b) to repair damage (other than ordinary wear and tear) to the Apartment caused by you and/or members of your family, guest, licensees, visitors or pets, including but not limited to stains in carpet, counter damage, drywall repair, painting, drapes and plumbing system; (c) to clean the Apartment upon termination of the tenancy; and/or (d) to cover the cost of restoring, replacing or obtaining any personal property provided to you (such as garage door remote control devices, keys, and the like). In the event that, at the termination of the tenancy, the amount of the Security Deposit is insufficient to cover the cost of repairing damage, cleaning the Apartment or any other matter referenced in the preceding sentence, you shall be obligated to reimburse us for the amount of such insufficiency within ten (10) days after receipt of notice from us specifying the amount of the insufficiency and the reason for the charge (This obligation to reimburse us for the amount of any such insufficiency shall survive termination of the tenancy.). In the event we use any part of the Security Deposit during the tenancy, you shall restore the Security Deposit to its full amount within ten (10) days after our written notice to you of the deduction and our demand that the Security Deposit be restored in full. Your failure to do so shall be a material default under this Lease. Upon receipt of notice that the unit is vacated, we shall provide you, within thirty (30) calendar days of your vacation of the Apartment, an itemized written statement of the basis for and the amount of the Security Deposit received and the disposition of the Security Deposit (together with receipts verifying cost of repairs or cleaning deducted from the Security Deposit if the total cost of cleaning and repairs exceeds \$125), and return any remaining portion of the Security Deposit, without interest, to you. We shall charge you for all keys, garage door remote control devices (if any) and other items issued to you at move-in that are not returned at move-out. You and we acknowledge and agree that should we sell or transfer the Apartment, we may transfer the Security Deposit(s) then being held by us hereunder to our transferee, and such transferee shall be deemed substituted, by novation, for us as lessor under this Lease. Thereafter, our liability to you for the return of such Security Deposit(s) shall cease and you release us from any and all other obligations or liabilities under this Lease. You further acknowledge and agree that **IN NO EVENT SHALL SAID SECURITY DEPOSITS BE APPLIED BY YOU FOR ANY RENT DUE UNDER THE TERMS OF THIS LEASE.**

By initialing below, I/we acknowledge that I/we have read this page in its entirety:

DS [Signature] DS [Signature]

DARDENNE LUXURY LIVING ON THE PRAIRIE, LLC

41. Surrender and Abandonment

You have surrendered the Apartment when: (1) the move-out date has passed, no one is living in the Apartment in our reasonable judgment; or (2) all Apartment keys and access devices have been turned in where Rent is paid - whichever occurs first. The Apartment will be deemed abandoned if (1) we reasonably believe that you have vacated the Apartment and do not intend to return; (2) the Rent is due and unpaid for thirty days; and (3) we post written notice on the Apartment and mailed to your last known address by certified mail, return receipt requested, a notice of our belief of abandonment as per Section 441.065, RSMo.; and (4) you fail to pay Rent or respond in writing to our notice within ten (10) days after the date of posting and deposit of such notice in the U.S. Mail, stating your intention not to abandon the Apartment. Surrender, abandonment, or judicial eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and re-let the Apartment; determine any Security Deposit deductions; and remove and dispose of any property left in the Apartment in compliance with state law. Surrender, abandonment, and judicial eviction affect your rights to property left in the Apartment.

42. Originals and Attachments

This Lease has been executed in multiple originals, each with original signatures--one for you and one or more for us. Our rules and community policies, if any, will be attached to the Lease and given to you at signing. When an Inventory and Condition form is completed, both you and we should retain a copy. The items checked below are attached to this Lease and are binding even if not initialed or signed.


Pet Addendum
Parking Addendum

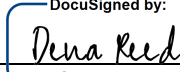
Bed Bug Addendum
Inventory and Condition Form


No Smoking Addendum
Community Policies Addendum

WAIVER OF JURY TRIAL. TO MINIMIZE LEGAL EXPENSES AND, TO THE EXTENT ALLOWED BY LAW, YOU AND WE AGREE THAT A TRIAL OF ANY LAWSUIT BASED ON STATUTE OR COMMON LAW, AND/OR RELATED TO THIS LEASE SHALL BE TO A JUDGE AND NOT A JURY. THIS LEASE CONTAINS A WAIVER OF JURY TRIAL PROVISION AND BY EXECUTING THIS LEASE YOU ARE WAIVING ALL RIGHTS YOU MAINTAIN TO HAVE ANY DISPUTE ARISING OUT OF THIS LEASE TO BE HEARD BY A JURY.

You are legally bound by this document. Please read it carefully. Before submitting a rental application or signing a Lease, you may take a copy of these documents to review and/or consult an attorney. Additional provisions or changes e made in the Lease if agreed to in writing by all parties.

DocuSigned by:

814DC2D8B5F14D4...
8/2/2022
Date

DocuSigned by:

8/5/2022
Date
Agent for Dardenne Luxury Living on The
Prairie Apartments, LLC

DocuSigned by:

997C78DFECC34E4...
8/2/2022
Date

Date

Date

DARDENNE LUXURY LIVING ON THE PRAIRIE, LLC

Lease Guaranty. FOR VALUE RECEIVED, and in consideration for, and as an inducement to Heartland View Apartments ("Landlord") to enter into the foregoing Lease with Resident, the undersigned, jointly and severally, hereby guarantees to Landlord, its successors and assigns, the full performance and observance of all of the agreements and conditions thereof, to be performed and observed by Resident. Said full performance and observance shall include, but not be limited to, the payment of the Rent and all other amounts, if any, due from Resident hereunder, and performance and compliance with the "Rules and Regulations" and other addenda. No notice shall be required by Landlord to the undersigned of non-payment, non-performance or non-observance of any of the above by Resident; nor shall any proof, notice or demand be necessary by Landlord to the undersigned, whereby to charge the undersigned therefore. No lack of diligence on the part of Landlord, nor any indulgence granted to Resident in enforcing the terms and conditions of this Lease, shall operate to discharge Guarantor. The undersigned waives any of the above notices, proof or demand, and the undersigned agrees that the validity of this Guaranty and the obligations of the undersigned hereunder shall in no way be terminated, affected or impaired by reason of the assertion by Landlord against Resident of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease. The undersigned further covenants and agrees that this Guaranty shall remain and continue in full force and effect as to any renewal or extension of this Lease, and the undersigned waives any notice thereof. The undersigned further agrees that this Guaranty shall bind the heirs and the assigns of the undersigned.

Guarantor

Date

DocuSigned by:
Dena Reed

8/5/2022

Agent for Dardenne Luxury Living on The Prairie, LLC

Date