



Property Management, Inc.

www.apex-property.com

1801 F Street. Bellingham, WA 98225

Tel: 360.527.9829 Fax: 360.527.3082

RESIDENTIAL LEASE FOR SINGLE FAMILY HOME AND MULTI-UNIT COMPLEXES

This lease, made in duplicate this 4th day of April 2008, between ABC HOMES, the Owner of the Premises ("Owner"), by and through Apex Property Management, Inc., the Owner's duly appointed Agent, hereinafter referred to as "Landlord", and the following named person(s), hereinafter referred to as "Tenant":

Name(s): STRAWBERRY SHORTCAKE
HUCKLEBERRY PIE

Term: The Owner does hereby lease to the Tenant, and Tenant does hereby lease from Owner, those certain premises located at 123 COOKIE LANE, Bellingham, WA 98225 in the City of Bellingham, County of Whatcom, State of Washington, beginning on the 1st day of September 2008, for a term of 11 months and 22 days, ending at noon on the 25th day of August 2009.

Rent: The monthly rent is \$800.00. Rent is effective from the 1st day of September 2008.

Table with 2 columns: Description and Total Due. Rows include Prorated rent, Last Month's Rent, Cleaning Deposit, Pet Deposit, Application Fee, Exiting Fee, and Total Due prior to Occupancy.

Table with 5 columns: Type, Date, Amount, Balance Due. Rows show Less Payment Received for Application Fee and three empty rows.

Utilities: Tenant shall pay for all charges related to hookup, connection, disconnection and deposit for providing utility services and be responsible for payment of these monthly services except basic: N/A. Services paid by the Landlord are for basic services only. Any charges for excess usage will be billed to the tenant.

Change of Locks: Tenant acknowledges having been advised by Landlord of the increased security afforded to Tenant and the unit by changing all exterior locks in the unit prior to the Tenant taking possession of the unit. YES - Tenant elects to bear the costs of such re-keying all exterior locks of the unit by Landlord; or NO - Tenant elects not to bear the costs of such re-keying and does release and forever waive any and all claims against the Landlord assertable by Tenant and/or asserted by any third party(ies) arising from tenants' choice not to re-key the unit. (Mark applicable box and initial) If locks are changed by Tenant, Tenant must give the Landlord one (1) copy of each key made. Initials: _____

Attachments: Check all that apply or state N/A. Tenant acknowledges reading, accepting and checking all that apply:

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Cleaning, Damage, Performance Deposit Agreement | <input checked="" type="checkbox"/> Condition Check-in List | <input checked="" type="checkbox"/> Key Check-In form |
| <input checked="" type="checkbox"/> Smoke Detector Disclosure | <input checked="" type="checkbox"/> Lead-Based Paint & Agency Disclosure | |
| <input type="checkbox"/> Consignor Addendum | <input type="checkbox"/> Pet Agreement | <input type="checkbox"/> Apartment Rules |
| <input type="checkbox"/> Designated Storage Addendum | <input type="checkbox"/> Designated Parking Space Addendum | |
| <input type="checkbox"/> Other (<i>describe</i>) | | |

The checked attachments, if any, are hereby made a part of this Agreement before the parties execution hereof.

Rent Payments and Charges: Rent is due the first day of each calendar month. It is late as of the second. Rent is due in lump sum and split payments are not authorized. Tenant shall pay the rent and all other charges required to be paid under the lease by valid check or money order made payable to the Landlord at the following address: 1801 F Street, Bellingham, WA 98225 or at such other places as may be designated by the Landlord from time to time.

By initialing the following statements, Tenant agrees to their incorporation into this lease, as applicable:

A. _____ If rent is not paid in full by midnight on the fifth (5th) day of the month, tenant shall pay a late charge of \$25 on the sixth day plus \$5 per day thereafter until delinquent portion of rent is paid in full. Postdated checks will not be accepted. If rent is mailed, it must be received by the 5th day of the month regardless of the postmark date on the envelope. (Postage delays and delays due to holidays are the tenants' responsibility) In the event Tenant tenders less than full amount due to satisfy the payments due under the Lease, the deficient payment shall first be applied to late charges, NSF fees, and other charges due under the lease, then any remaining funds shall be applied to rent due under the lease.

B. _____ Tenant agrees to pay a \$35 service charge for any check returned by Tenant's bank, in addition to the specified late payment charge. If Tenant's checks are returned to Landlord unpaid on two occasions, tenant shall be required to make all future payments by cashier's check or money order.

C. _____ Tenant agrees to pay a \$35 service charge for the preparation, processing, and issuance of Three-day Notices for nonpayment and Ten-day Notices to Comply for material breach of lease terms, whether or not a lawsuit is filed. Any costs and attorney's fees incurred by Landlord as a result of Tenant's failure to pay rent, installment payments, late fees or breach of lease terms shall be paid by the tenant. Landlord will terminate tenancy if Tenant fails to pay rent or comply with a material term of this agreement, commits waste, maintains a nuisance, is declared a sex offender or is convicted of a crime.

D. _____ Tenant acknowledges that the hot water heater has been set at 120° in accordance with State Law and that any modification of the setting shall be at Tenant's sole risk and expense and also constitutes a breach of lease.

E. _____ Any valid complaint reported to our office or any valid complaint initiated from the Landlord's office shall result in a fine of not less than \$10.00 for the first warning, not less than \$20.00 for the second warning and not less than \$30.00 for the third warning, and is grounds for termination of this lease. Complaint topics include, but are not limited to, pets, noise, unit appearance, and guest behavior.

Notices: Apex Property Management Inc. as Owner's Agent is the Landlord. All notices to Landlord must be sent or delivered in person to the Landlord's office located at 1801 F Street, Bellingham, WA. 98225 unless Landlord gives Tenant written notice of change. All notices to Landlord shall be given by certified mail, return receipt requested, or by hand delivery to Landlord. Notices shall not be by verbal agreements. Any notice to Tenant shall be given by mail, certified mail, return receipt requested, or delivered to Tenant at the Premises. If Tenant is absent from the Premises, a notice to tenant shall be given by leaving a copy of the notice in a conspicuous place on the Premises. A picture will be taken or a copy will be mailed to substantiate proof of delivery and tenant hereby consents to such notice.

Notice to Vacate: This lease is a term lease. It expires at noon on the last day of the term expressed above. Tenant is to have the unit ready for inspection and return the keys to the Landlord, all prior to noon on the last day. Vacating the Premises prior to the lease expiration shall not sever Tenant's responsibility for rent and may result in forfeiture of all Deposits. Tenant agrees if he/she remains in possession of Premises after date of intention to vacate as stated on the written notice, Tenant will pay a fine of \$50 plus a daily rental rate of \$100 thereafter. Tenant shall remain liable to Landlord for all damages, inconvenience and expense related to such holdover after the expiration of the Lease. Tenant understands and agrees that verbal notices to vacate have no force and effect and they will not be honored and that no verbal waivers of notice to vacate requirements will be honored. **Initials:** _____

Telephone: If and when a Tenant installs a telephone in their dwelling, they will furnish the Landlord with the number within five calendar days. A contact number must be furnished to the Landlord within five calendar after occupancy. Any changes to such number must be updated with the Landlord within 3 calendar days. Failure to provide such number may result in a Twenty-Five dollar (\$25) fine.

Cleaning, Damage and Performance Deposit: The Deposit terms are governed by the Cleaning, Damage and Performance Deposit Agreement attached hereto and by reference made a part hereof.

Pets: No pets of any kind, **even temporarily**, are allowed in the Apartment without Landlord's written consent. No "guest pets" will also be allowed at any time. Any violation of this rule will result in a 10-Day compliance notice, and/or a \$300 penalty fee per pet at the discretion of the Landlord. The violation will also result in a charge to have the premises tested with an ultra violet ray for urine damage and have the place sprayed for fleas. These expenses must be paid at the time the expense is incurred. If penalty fees are charged and not paid, Tenant hereby authorizes it to be deducted from any available deposit at the end of the lease term. Payment of a pet fee or additional deposit shall not limit damages assessable to Tenant. If permission for a pet is granted, it shall be evidenced by a Pet Agreement attached hereto. Permission is granted per Pet. Each pet must be listed on the Pet Agreement in order to be considered an allowed pet.

Maximum Occupancy: The Premises shall be used as a residence by the undersigned Tenant with no more than **2** adults and **0** children, and for no other purpose, without written consent of the Landlord. Occupancy by guests staying over fourteen (14) days will be considered in violation of this provision. A penalty of \$200 will be charged for a violation, which is due and payable immediately. If penalty is not paid, tenant hereby authorizes it to be deducted from the deposit at the end of the lease term. If the Landlord gives permission to add a roommate to the Lease, a \$25 administrative fee must be paid along with the normal application fee. Addition of a roommate must be evidenced by a signed Roommate Addition agreement. Addition of a roommate may create an increase in rent.

Parking: No car shall be parked on the lawn or in the street blocking driveways or dumpsters. No vehicle shall be lifted on blocks, jacked up, nor in any way unusable for more than 24 hours. Storage of boats or RV's is not permitted unless approved in writing by Landlord in the separate Agreement to this Lease. You may park only in designated parking spots. Where parking is limited, guests and/or visitors are required to use off-site parking. Vehicles can be towed at the tenant's, guest's or visitor's risk and expense if parked in "no parking" areas or reserved spaces or in violation of this provision. All vehicles must have current tags, be licensed and in operable condition. No lengthy or extensive mechanical work is to be performed on the Premises without written permission by the Landlord. Tenant(s) is allowed only **1** vehicle(s).

Smoking: This unit has been designated as nonsmoking. **No person shall be permitted to smoke in the unit at any time.** Any violation of this rule will result in a 10-Day compliance notice, and/or a \$200 penalty fee at the discretion of the Landlord. The violation may also result in a charge to have the premises painted and deodorized to eliminate any smoking smell and / or residue. These expenses must be paid at the time the expense is incurred. If penalty fees are charged and not paid, Tenant hereby authorizes it to be deducted from any available deposit at the end of the lease term.

Liquid Filled Furniture: Tenant shall not keep any liquid filled furniture (such as water beds) in this unit without first obtaining Landlord's written permission.

Smoke Detector & Fire Alarms: Tenant acknowledges and Landlord certifies that the Premises is equipped with a smoke detector as required by RCW 48.48.140 and that the detector has been tested and is operable as of the execution of this Agreement. It is the Tenant's responsibility to maintain the smoke detector as specified by the manufacturer, including the replacement of batteries, if required. Failure to properly maintain the smoke detector can result in punishment including a fine of not more than \$200.00 pursuant to RCW48.48.140. Tenant also agrees not to disconnect any alarms that may sound when a fire alarm is triggered. Disconnecting any alarms will result in a \$200.00 penalty plus the cost to correct the problem due to the disconnected alarm. Tenant agrees to test the detector at least once per month. If a smoke detector is not working, after replacing a battery, or if the detector is not battery operated, tenant agrees to inform the Landlord immediately in writing. The building does not have an emergency notification, relocation or evacuation plan. In case of fire, you must evacuate the building immediately and call the fire department. The house DOES / DOES NOT have a sprinkler and / or alarm system.

Keys: Keys, once picked up by the Tenant, are Tenant's responsibility. Tenant may never change locks (except at the beginning of the lease as provided in the terms above under "Change of Locks"), re-key, nor add locks without Landlord's written permission, except in an emergency such as a night time lock out, and must immediately provide Landlord with one (1) copy of any new key. Landlord has the right to correct any unauthorized changes in keys and locks at Tenant expense. See Deposit Agreement for additional information concerning Lockouts. Refer to the Key Check-in Form for list of keys received.

Assignment and Subletting: Tenant shall not assign this lease or sublet any portion of the Premises without prior written consent of the Landlord. If approval is given, there will be an administrative handling charge of \$150.00 to the outgoing Tenant for services in transferring or assigning this lease to another tenant. Any assignee or sublet Tenant shall be required to submit an application to the Landlord. Such application shall be processed in the same manner as would a new Tenant's application and subject to applicable application fees. In a Sublet agreement, the original Tenant remains liable for any rents or other charges unpaid under the original terms of the lease. Landlord shall at all times have knowledge of all tenants who occupy the premises. A completed application must be submitted and approved **prior** to move-in. A penalty of \$200 will be charged for a violation, which is due and payable immediately as shall constitute a breach of lease. If penalty is not paid, tenant hereby authorizes it to be deducted from the deposit at the end of the lease term.

Inventory: Appliances included in this Premises (*check if applicable or state "N/A"*):

- | | |
|--|--|
| <input checked="" type="checkbox"/> Range/Oven | <input checked="" type="checkbox"/> Washer/Dryer |
| <input checked="" type="checkbox"/> Refrigerator | <input type="checkbox"/> Microwave Oven |
| <input checked="" type="checkbox"/> Dishwasher | <input type="checkbox"/> Air Conditioner |
| <input type="checkbox"/> Other (<i>describe</i>) | |

Condition and Use: Tenant agrees to use reasonable diligence in the care and protection of the Premises, maintain the Premises in a clean and sanitary condition and free from any nuisance, rubbish, unkempt housekeeping, and infestation resulting from Tenant's actions or inaction. Tenant has thoroughly examined the condition of the Premises and surroundings, and by taking possession and completing and signing the "Cleaning, Damage and Performance Deposit Agreement," acknowledges that Tenant has received the Premises and surroundings in clean condition and in good order and repair and that no agreements have been expressed or implied, except those written in the Lease (including attachments). Tenant shall at his/her own expense, and at all times, maintain the Premises in a clean and sanitary manner, including all equipment, appliances, furniture and furnishings therein and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear expected. Tenant accepts the Premises in its present condition as suitable for use as a private dwelling Premises. Tenant shall not remove any furnishings from the Premises. No portion of the Premises or surrounding areas shall be put to any commercial use. The Premises will not be used for any unlawful purpose; and Tenant shall promptly fulfill and comply with the requirements of all governmental authorities pertaining to tenancy of the Premises and Premises.

Repairs and Maintenance: It is the responsibility of the Tenant to notify the Landlord immediately of any needed repair or unsafe condition existing around or in the Premises including but not limited to cracks in the foundation, cracks in plaster, moisture in walls and ceiling, buckling sheet rock or siding, or any leaks. If Tenant fails to immediately notify Landlord of visible problems, which result in damage to the unit, then Tenant becomes liable for cost of resultant damage. All repairs necessary to maintain premises shall be done by or under the direction of the Landlord, at the Landlord's expense, except those caused by negligence or acts of Tenant(s), his/her agents or invitees, which repairs shall be made at the sole cost of the

Tenant. Such repairs shall be made to conform with the original condition of the Premises at the time the Tenant took possession. Although the Landlord repairs normal wear and tear items, the adage “ you broke it you fix it” applies to the Tenant(s) and it applies during tenancy as well as at the end of tenancy. In addition, if a tenant calls for maintenance for which no such maintenance is needed (false call), tenant will be charged for the service call. Any repairs, including labor, material and parts used, which are the responsibility of the Tenant must be pre-approved in writing by the Landlord. **Landlord shall be the sole judge as to what repairs are necessary.** Landlord shall have no obligation to repair any defective condition, nor shall any defense or remedy be available to the Tenant, where the defective condition complained of was caused by the Tenant, Tenant’s family, invitee, licensee, or other person acting under the control or direction of the Tenant, or where the Tenant unreasonably fails to notify the Landlord of the condition or allow the Landlord access to the Premises for purposes of the repair. Before exercising any of the remedies in accordance with the Landlord-Tenant Act, Tenant must be current in rent. Tenant shall be responsible for all broken glass. Tenant shall not paint, re-wallpaper or otherwise redecorate or make alterations to the Premises or surrounding areas without the written consent of the Landlord. If written consent is given, such alterations shall be at the expense of the tenant and shall become part of the premises and the owner’s property upon termination of this lease and tenancy. Tenant shall not permit any act or thing deemed hazardous by Landlord due to potential risk of fire or which will increase the rate of insurance on said premises. In case the Premises or surrounding areas shall be damaged by fire, rain, wind, or other cause beyond the control of the Landlord or the Tenant, then the Premises or surrounding areas shall be repaired within a reasonable time at the expense of the Landlord; and in case the damage is so extensive as to render the Premises unfit for human habitation, the rent shall cease until such time as the Premises will be put in repair. In case of total destruction, the rent shall be paid until the time of such destruction, and from thenceforth this Lease Agreement shall cease and come to an end. In the event the damage is caused by the act of the tenant, or someone in the Premises or on the premises by reason of Tenant’s permission or consent, there shall be no reduction of rent and Tenant shall be liable for all costs of repair. Should Landlord notify Tenant of intent to clean, replace carpets or paint the Premises, moving furniture and wall hangings shall be the duty and expense of the Tenant. **Tenant understands that he/she will not receive any rent reductions, adjustments or other compensation due to repairs or interruptions of service except as provided by law.**

Entry, Inspection and Signs: Tenant shall not withhold consent to the Landlord to enter the premises in order to inspect the Premises, make necessary or agreed repairs, alterations, or improvements, supply necessary or agreed services, or show the premises or any part of the Premises to prospective or actual purchasers, mortgagees, tenants, workman or contractors. Forty-eight (48) hour written notice of entry by Landlord is required by law, except in the event the property is offered for sale or rent, when twenty-four (24) hour advance written notice is required. If tenant gives express permission or if there is an emergency, no advance notice is required. Tenant shall also allow Landlord to place a “For Rent” sign or banner in the unit or on the deck of the unit during times in which either the tenant’s unit or a unit in the building is available for rent. Tenant also agrees Landlord may begin showing the unit to prospective tenants as early as 90 to 150 days prior to the lease expiration.

Indemnification and Insurance: Landlord shall not be held liable for any damage or injury to Tenant, or any other person, or to any personal property in the Premises, or any part thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of Landlord, his/her agents or damages for which Landlord is legally responsible. The tenant shall immediately notify the Landlord, in writing, of any dangerous conditions associated with the Premises. **Landlord strongly recommends that the Tenant obtain “Renter's Insurance” covering Tenant’s personal possessions from loss due to fire, water, burglary, vandalism, theft, or other causes and other claims, such as temporary housing or moving costs. Landlord is not liable for any such loss or damage, except as provided by law. Tenant agrees and acknowledges that Landlord shall not provide and shall have no duty to provide any security services to Tenant or tenants’ guests. Tenant shall rely solely on the public police force for security protection.**

Initials: _____

Severe Cold Weather Precautions: Tenant agrees to take all reasonable and necessary precautions against freezing and breaking of water and waste pipes, including, without limitation, maintaining adequate heat (approx. 65°), keeping cabinet doors open below kitchen and bathroom sinks to allow room heat to circulate and keeping interior doors open so that heated air can circulate throughout residence. Proper precautions also include letting bath & kitchen faucets drip slightly when temperatures drop below freezing. Basement blocks should be placed in the holes to the crawl space during the cold months to help protect pipes from freezing. Please contact the office for further information about weather proofing, if needed. In the event that water pipes are frozen by reason of neglect of Tenant, Tenant shall promptly repair at Tenant's expense all damage caused.

Excess Moisture and Mold: It is the Tenant's responsibility to properly ventilate the premises to prevent excess moisture and the growth of mold. Tenant is responsible for all mold damage caused during tenancy. If fans are provided in the bathroom, they must be run during showers and for approximately 15 minutes after each shower. Bathroom doors must remain open when not in use to provide ventilation. Kitchen fans should be used when cooking. Tenant(s) acknowledge receiving the pamphlet from the Department of Environmental Health entitled "Got Mold? Frequently Asked Questions About Mold" that includes information regarding the health effects of mold, steps to take to avoid mold growth and how to clean up mold. **Initials** _____

Furnace Upkeep: Tenant(s) is responsible for changing the filter in the furnace as necessary (once per month is recommended)

Lawn Care: Unless otherwise indicated, tenants are required at his or her expense to maintain any surrounding grounds, including lawns and shrubbery, and keep the grounds free of rubbish and weeds. This includes, but is not limited to the mowing, weeding beds and picking up trash & debris. If tenant(s) do not comply with this agreement, the landlord can issue a 10-day cure letter or hire grounds maintenance at Tenant(s) expense plus charge an additional \$25 administrative cost each time it is necessary to hire grounds maintenance.

Possession: If Landlord is unable to deliver possession of the premises at the commencement of this Lease, Landlord shall not be liable for any damage caused, nor shall this Agreement be void or voidable. However, Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate agreement if possession is not delivered within three (3) days of the commencement of the term.

Abandonment: Abandonment shall exist when Tenant clearly indicates by words or actions, the vacating of the Premises and intention not to resume tenancy. The Landlord may immediately enter the Premises and take possession of Tenant's remaining personal property and remove it to a reasonably secure place at Tenant's expense in accordance with Washington State Landlord-Tenant Act. Abandonment shall not sever Tenant's liability for rent. Tenant will be charged for costs incurred by the Landlord to re-rent the Premises and for other costs as provided by law. Tenant agrees to notify Landlord in writing of an absence from the dwelling of more than seven (7) days no later than the first day of such absence.

Rules: (1) Tenant agrees to comply with and conform to all rules and regulations governing the Premises and Premises, including those stated in the lease, all attached Addendums, or as amended, adopted or as posted Notices on the Premises. Neither the Tenant or the Tenant's guest shall commit or permit anything to be done that will disturb or interfere with the rights, comforts, or convenience of other tenants. Tenant must act and require all Tenant's guests in the Premises or surrounding areas to act, in a manner that does not unreasonably disturb any neighbors or constitute a breach of the peace. **No loud or unnecessary noise is permitted at any time in the Premises, halls, entry ways or areas immediately surrounding the building. All radios, TVs, stereos, musical instruments, and so forth are to be operated at a volume that will not disturb the neighbors or be heard outside the rental unit.** Violation of Premises rules as established by the Landlord or the on-site Manager shall constitute breach of this Lease Agreement. (2) No storage of personal items or furnishings, including but not limited to appliances, furniture, toys, old vehicles, or debris, may be left on the Premises, decks, patios or in the yard. Deck storage is limited to planters and patio furniture. **Propane grills are the only type of grills allowed**, no other types of grills are permitted.

Attorney's Fees/Venue/Severability: In the event legal counsel is engaged to enforce or interpret any of the terms or provisions of this Agreement, or litigation is instituted to enforce any terms or provisions of this Agreement including unlawful detainer proceedings, the prevailing party shall be entitled to any award of reasonable attorney's fees and costs, process service fees, and reasonable collection/administrative fees. Venue in any legal action shall be in Whatcom County, Washington where this lease is considered to have been negotiated and entered, regardless of the physical location of the Premises. The provisions of this Agreement shall be deemed to be severable. The invalidating of any one provision by a court of competent jurisdiction shall not invalidate any other provision.

Nonwaiver: Acceptance of any payment of rent, including partial payment, does not constitute a waiver of any unpaid or unperformed obligation, including but not limited to, payment obligations associated with late payment, partial payment, other fees and costs, or the performance of any obligation for which a notice to comply has been or could be given. Should either Landlord or Tenant waive their rights to enforce any breach of this Agreement, that waiver shall be considered temporary and not a continuing waiver of any later breach. Neither Landlord nor Tenant shall have waived their rights to enforce any breach unless they do so in writing.

Agency Disclosure: Tenant acknowledges that a real estate licensee is involved in this transaction. At the signing of this agreement, the Landlord is the Owner's Agent and represents the owner. Tenant(s) acknowledge being provided a Real Estate Agency Disclosure Brochure, "The Law of Real Estate Agency", by the licensed agent who represents Apex Property Management, Inc. and / or the owner(s) of the property. **Initials:** _____

Lead-Based Paint: The property *DOES / DOES NOT* include housing that was built before 1978. If the housing was built before 1978, Landlord has no knowledge of lead-based paint or lead-based paint hazards in the dwelling and Landlord has no reports or records pertaining to lead-based paint and / or lead-based paint hazards in the dwelling. If the dwelling was built before 1978, Tenant(s) acknowledge receiving the pamphlet entitled "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards".

Initials: _____

Ownership: This leased property may be owned in whole or in part by a real estate broker, brokerage firm, or salesman, licensed by the State of Washington. If so, this disclosure satisfies RCW 18.86 requirements to make such disclosure.

ENTIRE AGREEMENT: The foregoing constitutes the entire Agreement between the parties and may only be modified in writing and signed by both parties. It is expressly understood that this agreement is between the Owner and each signatory individual severally and jointly. If more than one individual has signed this Lease Agreement, each signatory shall be jointly liable hereunder for payment and performance of all obligations of the Tenant, including any arising during any extension, renewal or hold over periods. All persons signing as Tenant, including that Tenant's Guarantors, are collectively referred to as Tenant. Service of any notice or demand upon one of the tenants shall constitute notice to all others listed as Tenants and all other occupants at the Premises. Notices of breach of this Agreement issued by Landlord shall not release Tenant from liability for the full performance of obligation hereunder.

THIS IS A BINDING LEGAL AGREEMENT. PLEASE TAKE THE TIME TO READ AND UNDERSTAND ITS TERMS BEFORE SIGNING. This lease supersedes any previous Lease Agreement entered into by the parties in reference to the property described herein. All provisions listed herein will be construed to comply with the applicable law in the state in which the Premises is situated and other applicable law. Each individual executing this lease on behalf of Tenant, acknowledges receipt of a copy of said Lease and its attachments, and hereby guarantees payment and performance of all obligations of Tenant under this lease, including all obligations to pay costs and reasonable attorney's fees, and to remain bound in the event of any extension, modification, holdover, subletting or assignment of any portion of the lease obligations to third parties, unless expressly released in writing, signed by the Landlord. This Lease Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one of the same instrument. Delivery of a facsimile or other copy of this Agreement has the same effect as delivery of an original, including signatures by counterpart.

Tenant: **STRAWBERRY SHORTCAKE** Date

Tenant: **HUCKLEBERRY PIE** Date

Landlord Date
Apex Property Management, Inc. as Owner's Agent