**MJM, LLC**

**Rental Agreement**

MJM, LLC (referred to as “Lessor”) for 601 W 44th Indianapolis, IN (the “Leased Premises”), leases to:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, **(Lessee 1)**

 **First Name Last Name**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **(Lessee 2)**

 **First Name Last Name**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **(Lessee 3)**

 **First Name Last Name**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **(Lessee 4)**

 **First Name Last Name**

 (Hereinafter referred to as “Lessee(s)”, for the term of one (1) year, commencing on the **31st day of May**, , and ending on the **17th day of May**, , under the following terms and conditions paying to Lessor the total sum of **$** (two pay option). The total rental sum shall be paid in accordance with payment options listed below.

**(Lessee(s) may choose different payment plans, but lease agreement remains Joint and Several Liability)**

**(1) One Pay Option- $      due on 05/31/**

Total rent paid by Option 1: $

**(2) Two Pay Option - 1st Payment: $      due on 05/31/**

 **2nd Payment: $      due on 01/07/**

Total rent paid by Option 2: $

**(3)       Pay Option - 1st Payment: $      due on 05/31/**

 **2nd-     th Payments: $      due on the 1st of each**

**month beginning July 1,**

**(08/1, 09/1, 10/1, 11/1, 12/1,**

**01/1, 02/1, 03/1, 04/1, 05/1)**

Total rent paid by Option 3: $

**If more than one Lessee(s) uses the       Pay Option, only one check will be accepted for all payments. Additional checks will be assessed a $5.00 charge per check per payment.**

**Lessee(s) will be allowed to continue occupancy with the renewal of lease for the following school year.**

ALL PAYMENTS ARE TO BE MADE PAYABLE TO **MJM, LLC,** BY CHECK OR MONEY ORDER (**NO CASH ACCEPTED**) AND MAIL TO THE ATTENTION OF:

**MJM, LLC.
10711 America Way, Suite 200**

**Fishers, IN 46038**

IT IS THE RESPONSIBILITY OF THE LESSEE(S) TO MAINTAIN RECEIPTS FOR ALL PAYMENTS.

1. **RENTAL PAYMENT:** All rental payments are to be made on or before the designated option due date during the said lease term. If all rent is not paid in full within five (5) days of the designated option due date (the late charge date), Lessee(s) agrees to pay a late fee of five dollars ($5.00) per day retroactive to the due date. Once the rent is late for the month, payment must be in the form of a money order. Should the management office accept a partial payment after default on any obligation to pay money, the Lessee(s) hereby expressly agrees that by doing so the Lessor is agreeing only to mitigate the damages it might suffer as a consequence of that default and is specifically not waiving such a default nor restoring Lessee(s) to any non-default status. Lessee(s) agree to pay a $25.00 charge for each returned check. Lessee(s) must redeem check within 24 hours from notification to the management office. If any installment of rent or any charge agreed herein shall remain unpaid for fifteen (15) days after the date on which the same is due, then all rent and charges for the rest of the full term of this Lease shall at once become due and payable without any further notice, notice being waived. If Lessor is forced to file for eviction due to non-payment of rent, Lessee(s) will lose all leasing specials or incentives currently in effect regardless if Lessee(s) eventually pays off balance.

**DEPOSITS:** The Lessor hereby acknowledges receipt of **$3200/8 Lessee(s), $2800/7 Lessee(s), $2400/6 Lessee(s), $2000/5 Lessee(s), 1600/4 Lessee(s), $1200/3 Lessee(s), $800/2 Lessee (s), $400/1 Lessee,** which shall constitute a security deposit to be held without interest until the termination of this Lease. In the event Lessee(s) fails to occupy the Premises or vacate prior to the end of the Lease this sum will represent liquidated damages without extinguishing lessor’s right to seek further damages. This sum will be returned to Lessee(s) within forty-five (45) days of the termination of this Lease provided the Premises are returned to the Lessor in the same conditions when delivered to Lessee(s), excluding reasonable wear and tear. If deposit monies are not returned within 45 days 2% monthly interest starting at the end of this 45 day period will be added to the returned deposit. The Lessee(s) expressly agrees that this security deposit will not be regarded as trust funds and that the relationship between the Lessee(s) and owners with regard to said deposit shall be that of debtor and creditor only. The security deposit shall not be used or applied to the payment of rent or part thereof.

1. **USE OF THE LEASED PREMISES:** The Premises shall be used only as a private dwelling by those persons named in this Lease agreement. The Premises shall not be used for any unlawful or objectionable use, and the Lessee(s) agree to abide by any and all rules and regulations which, at Lessors’ discretion, are deemed beneficial to the use and enjoyment of the Premises.
2. **CONDITION/INSPECTION:** The Lessee(s) has examined and inspected the condition of the Premises, appliances and equipment. Immediately upon taking possession Lessee(s) will re-inspect and will prepare a written list of any conditions Lessee(s) believes to be unacceptable and will furnish Lessor a copy of the list. Lessor will assist Lessee(s) in the re-inspection if Lessee(s) request. If Lessee(s) fails to re-inspect or fails to furnish Lessor a list of conditions, Lessee(s) hereby waives any objection to the condition of the Premises, appliances and equipment.
3. **UTILITIES:** The Lessee(s) agrees to furnish to the Premises all utilities for the full term of the lease (including electric bill during construction which should not greatly increase bill). In the event service of any of these utilities or fixtures is temporarily discontinued, the Lessor will not be liable for any damages to said property. The Lessee(s) shall pay for the following utilities:

**Mandatory: Electric X Gas X Water X Sewer X**

**Optional: Cable TV X Telephone \_X**

Lessee(s) agrees to call for utility hook ups at least 2 to 3 weeks prior to their move in date and have utilities connected in their name on or before the prior Lessee(s)'s move out date.

Following are the local utility company phone numbers:

* + - * Indianapolis Power & Light **– Electric** (317) 261-8222
			* Citizens Energy **– Gas and Water (317) 924-3311**

1. **SUBLETTING:** This Lease shall not be assigned, nor shall the Premises be sublet, without written permission of the Lessor. Lessee(s) shall remain liable for the original Lease term. Lessee(s)’s deposit shall be retained until the original term expires. Lessor shall not unreasonably refuse the subletting of less than the entire house.
2. **ALTERATIONS AND IMPROVEMENTS:** Lessee(s) shall make no alterations or improvements to the Premises without the expressed written permission of the Lessor. Such alterations and improvements include, without being limited to, painting, wallpapering, borders, permanent shelving, floor covering, and changing of locks. Lessee(s) may also be required to give an additional deposit to cover potential damages and/or restoration of the Premises to original condition before redecorating. All alterations, additions, or improvements made in and to said Premises shall be the property of the Leased Premises and shall remain upon Lessee(s)’ surrender of possession.
3. **MAINTENANCE AND REPAIRS**: The Lessee(s) agrees to notify the Lessor promptly of the need for any repairs and the Lessor agrees to make all repairs necessitated by defects or breakages of the structure, systems or fixtures in or on the Premises. The Lessor agrees to make such repairs in a diligent manner when, at the sole discretion of the Lessor, repairs are needed. In the event that any damage to the Premises, including fixtures, equipment or glass, is done through the negligence or willfulness of the Lessee(s), their family or guests, the Lessee(s) agree to reimburse any expenses incurred in their repair. The Lessor will not be liable for any loss or damages to the Lessee(s), the Lessee(s)’ family and guest’s personal property. Failure of any structure or system to operate shall constitute the necessity to repair the same.

Requests for maintenance service should be sent to:

**Non-emergency:** Maintenance@Weybright.com

**Emergency:** Pete Loomis 317.432.0054

If Pete is unavailable call Indiana Maintenance 317.244.4357

1. **PETS:** Cats, dogs, fowl, rabbits or other animals or birds shall not be kept on the Premises without written consent, for any period of time whatsoever. Violation of this rule will result in an additional rental charge of Two Dollars ($2.00) per day per pet from inception of the lease, plus forfeiture of the entire deposit. If any unapproved pet is on Premises for even one minute this will meet the definition of “kept on the Premises” and will result in the loss of the entire deposit and the Two Dollars ($2.00) per day per pet charge back to inception of the lease. Written consent for pets on Premises will be at Lessors’ discretion and if waived will require an increase in rent and deposit. Lessee agrees to pay any additional damage charges relatable to the pet as well as unrelated damage charges.
2. **AUTO PARKING:** It is expressly understood and agreed that all parking areas at the Premises are limited to private passenger vehicles and that Lessee(s) shall have no right to store any vehicles, recreational vehicles, boats, or trailers, or other property on said areas without written consent of Lessor. Car repairs are not permitted anywhere on the property. Any vehicles deemed inoperable, without current license plates or in a wrecked condition, etc., may be removed from the Property at the vehicle owner’s expense. The Lessee(s) hereby grant Lessor the undisputed right to limit the number of vehicles and remove any vehicle in violation of the said policies at Lessor’s discretion, and further agrees that any vehicles owned by the Lessee(s) remaining on the property after termination of his/her lease may be removed by Lessor with full immunity to Lessor for damage for such removal.
3. **UNIT INSPECTIONS:** Lessor will be conducting periodic inspections of the Premises. If any damage, beyond reasonable wear and tear, is found pertaining to unit, damages will be immediately assessed against the Lessee(s). The Lessee(s) may choose to pay all damages in full within fifteen (15) days of the date of notification, or elect to choose a payment plan. The payment plan will be established beginning in the next month after the notification, that will divide the total amount of assessed damages by the number of months remaining in the Lease Term with an applied interest rate of 1.5% per month (18% annually). Non-payment of the total assessed damages in full or in accordance with the established payment plan will result in eviction proceedings and/or non-renewal of lease.
4. **INJURIES OR DAMAGES:** It is agreed it is the Lessee(s)’s responsibility to provide renter’s personal property and liability insurance for their property and safeguard against personal loss. Lessor shall not be liable to the Lessee(s) for any loss or damage of Lessee(s)’s assets. Lessee(s) agree to save and hold Lessor harmless for any damages or claims from Lessee(s) or Lessee(s)’s guests or invitees. Lessor is not responsible for security and does not provide security for the Lessee(s) or the Lessee(s)’s property. The Lessee(s) agrees to look solely to the public police force for such protection and in the event there is a security presence, the Lessee(s) acknowledges that it is only to safeguard the property of said Leased Premises, and for no other purpose.
5. **POSSESSION:** Failure to deliver possession of Premises at the time herein agreed upon shall subject Lessee(s) to liability for damages beyond the amount of the deposit received from Lessee(s).
6. **ABSENCE AND ABANDONMENT:** The Lessee(s) agree to not leave the Premises unattended during the winter months and will notify Lessor if all Lessee(s) are leaving for a two-day period of time if outside of the normal university scheduled breaks. Lessee(s)’s absence from the Premises for five (5) consecutive days, while all or any portion of the rent is unpaid, shall be deemed abandonment of said Premises, and Lessee(s)’s residency, at Lessor’s option, may immediately terminate without further notice. Any items left in the Leased Premises will be considered of non-value and disposed of at the Lessor’s discretion. The Premises may then be rented without any liability of Lessor to Lessee(s) whatsoever.
7. **TRANSFERABLITY, TERMINATION, AND COST OF COLLECTION:** This Lease is not transferable without written consent. Upon the failure of Lessee(s) to comply with any of the obligations herein, or upon Lessor becoming aware of any misrepresentations made by Lessee(s) to Lessor, Lessor shall be entitled to immediate possession of the Property. In the event suit is necessary to enforce any of the provisions herein contained, or to recover possession, Lessee(s) agrees to pay reasonable attorney fees and court fees, delinquent amounts, damages and collection agency costs.
8. **CARE OF PREMISES:** The Lessee(s) agrees to maintain the Premises in a good, safe and clean manner and not to paint, mar, deface, or in any way change, alter or improve the Premises, walls, ceilings, floors, doors, appliances, fixtures, or improvements found in the Premises without the expressed written permission of the Lessor. The Lessee(s) further agrees to clear the sidewalks and parking areas of snow and ice. Should the Lessee(s) fail to properly care for the exterior of the property (patio, porches, decks, sidewalks, lawns, driveways, and parking areas) in an orderly manner, lessor will have exterior areas maintained at Lessee’s expense. There shall be no interior furniture (couches, chairs, tables, etc.) on the exterior of the property. Furniture designed for interior use will be removed without notice. Furniture designed for exterior use is permitted and encouraged. Lessor shall have full lawn mowing responsibilities. Lessor will have the lawn mowed at Lessor’s expense, leaves removed etc. and or lawn mowed. **When the term of this Lease expires, the Lessee(s) agrees to vacate the Premises, leaving Premises in the same condition as when received, excluding reasonable wear and tear and if not done, agrees to pay the cost to return the Premises to their condition when received. The Lessee(s) understands and agrees that upon vacation of the Premises, the range and oven shall be clean, the refrigerator shall be defrosted, open and unplugged, floors shall be washed and waxed, carpet shall be shampooed using a Rug Doctor brand carpet cleaner (receipt for proof of renting this carpet cleaner should be left on kitchen counter) or private contracted rug cleaning company and tub and sinks will be clean. Any necessary cleaning to return the house to the same condition as when the Lessee(s) moved in will be deducted from the security deposit. Lessee(s) is responsible to notify when the leased Premises is ready for joint inspection. Failure to notify Lessor will constitute waiver of any rights to joint inspection. Inspection will be done only after Lessee(s) has complied with this paragraph.**
9. **AMENITIES:** Certain amenities are gratuitously provided for the Resident’s benefit and enjoyment and such benefits are not part of the consideration of the lease.
* Refrigerator
* Washer
* Dryer
* Stove/oven
* Dishwasher
1. **RIGHT OF ENTRY**: The Lessee(s) agrees to allow the Lessor to enter, with notification, the Premises at any reasonable hour for the purposes of making repairs or inspections; late hours if there is an emergency. Lessor may show the Premises to prospective applicants during the last sixty (60) day notice to vacate period.
2. **FAILURE TO COMPLETE TERM OF LEASE**: In the event of any default by the Lessee(s) under the terms and condition of this Lease and said default remains uncured after ten (10) days written notice, the Lessor has the sole option to reenter and possess the Premises and either (1) terminate this Lease without waiver of the lessors’ rights against the Lessee(s) for unpaid rental, damages and loss, or (2) relet the Premises at a rental deemed reasonable and recover from the Lessee(s) the difference, if any, between the rent amount called for in the Lease and the rent amount received by re-rental plus any expenses incurred in the re-rental, including but not limited to, expenses in redecorating, and repairs deem necessary by Lessor. In the event of any default in reference to repair or maintenance by the Lessor under the terms of the lease, Lessee(s) may take proper legal action.
3. **LEASE RENEWAL AND TERMINATION NOTICE:** Upon termination of this Lease, either by lapse of time, default, or operation of law, the Lessee(s) agree to surrender possession of the Premises, remove all property of Lessee(s) and return the keys to the Lessor. In the event the Lessee(s) does not surrender the Premises, and remove all property, it will be removed and stored at the risk and expense of Lessee(s). The Lessee(s) further agrees that there will not, during the term of this Lease, be removal of any or all property from the Premises when any rents or other monies are due. In the event of failure to pay any rental or charges, the Lessor may distrain for same.
4. In the event of major casualty or condemnation loss, this Lease will be terminated and the Lessor will not be liable for any loss, damages, or inconvenience caused by such a termination and Lessee(s) will be relieved of all further obligations herein.
5. **NOTICES**: All notices shall be sent to the Lessor at the address set forth at the beginning of this Lease and to the Lessee(s) at the Premises.
6. It is agreed that waiver of any right under this Lease shall not constitute a relinquishment of that right in the future. In the event of a legal dispute between Lessor and Lessee(s), the losing party agrees to bear any and all costs, including reasonable attorney’s fees, in the enforcement of this Lease. It is understood this Lease is binding and valid on the parties hereto and their successors and assigns. This Lease constitutes the complete and full understanding between the parties, who agree the liability shall be joint and several upon all who occupy the Premises.
7. **WATER BEDS:** No water beds without written permission.
8. **OBLIGATIONS OF LEASEES:**
 TO INSURE PROPER USE AND CARE OF THE PREMISES THE LESSEE(S) SHALL COMPLY WITH ALL THE FOLLOWING RULES AND REGULATIONS:
9. No signs, placards, advertisements or notices are to be displayed (so they are visible from the outside) either inside or outside the building without prior written consent.
10. Lessee(s) shall not cause or allow any improper or disturbing noise which might be objectionable to the neighbors.
11. Beer kegs may not be stored or placed on ceramic tiled, wood or carpeted floors.
12. Lessee(s) shall not cover or obstruct any window, door, or transom, or install awnings without written consent from Lessor.
13. Lessee(s) shall not mark, damage, mar or deface any part of the building.
14. Lessee(s) shall not drive nails or screws into walls, floors, tiles, ceilings, woodwork or partitions or drill holes or fasten any article on any part of the Premises or damage or deface the same, other than small picture hangers or preferably thumb tacks.
15. Lessee(s) shall not varnish, paint, paper or decorate any walls, floors, or woodwork without advance written approval.
16. Lessee(s) shall not allow garbage or refuse to accumulate inside or on the exterior of the Premises. Garbage must be disposed of daily in receptacle provided for the purpose. A charge of $50.00 will be assessed to the Lessee(s) for removal of refuse if deemed necessary by Lessor. Yard and porch must be kept clear of all debris and trash at all times.
17. Lessee(s) shall not do anything in the Premises, or bring or keep anything therein, which will in any way increase the risk of fire or which shall conflict with fire laws or regulations of the Fire Department or with any insurance policy on the building. Any fire on the Premises is strictly prohibited including fires outside the home and the use of any interior fireplace at the rented Premises is strictly prohibited. Any evidence of use of the fireplace will result in a $500 charge assessed to the Lessee(s).
18. Lessee(s) shall keep the glass in the windows and doors in good repair and shall replace with equal quality and same size any that may be broken and will replace all electric shades or fixtures with the same quality and design.
19. Lessee(s) shall pay all utility bills for which they are responsible at the times said bills become due and payable.
20. Lessee(s) shall keep the Premises in a clean and tenantable condition. The Lessee(s) and lessor shall obey all ordinances of the City of Indianapolis or other agency of government as well as the orders, rules and regulations of the health officers and other officers.
21. The Lessee(s) or any member of the family, servants or guests shall not become disorderly or create or permit any unnecessary noises in and about the neighborhood or do any damage in or about the said Premises.
22. The Lessee(s) shall not meddle with or interfere in any way with any part of the heating, lighting, or refrigerating apparatus or controls in or about the leased Premises.
23. No radio or television wires, aerial or connection shall be installed, placed or attached to the Premises without prior written consent. The Lessor will remove at Lessee(s)’s expense
any such apparatus erected without such written consent.
24. The water closets and other water apparatus (including toilets) shall not be used for any purpose other than that for which they are constructed and no sweepings, rubbish, rags, paper, sanitary or feminine napkins, or other substances shall be thrown therein. Any damage resulting to them from misuse of any nature or character whatever shall be paid for by the Lessee(s).
25. The Lessor shall have the right to enter the Premises at all reasonable hours for the purpose of making repairs, alterations, or additions, which are deemed necessary for the safety, preservation or improvement of said Premises or said building and for examining or showing the same to prospective tenants or purchasers.
26. Lessee(s) shall not install window unit air conditioners without written permission of Lessor. Lessee(s)'s will maintain heat at a minimum of 62 degrees in the winter months or whenever exterior temperatures require heating; even in the event lessees are on vacation or not staying at the Premises for any reason during the term of the lease. If Lessor or any of lessors representatives or agents ever finds or discovers the heat is set at below 62 degrees during cold periods or winter months a penalty of $100 will be charged to Lessee(s). This $100 penalty must be paid immediately by Lessee(s) and is in addition to any costs which may have been incurred by the lessor in repairing any damage caused by lowering the temperature, disconnecting, or turning off the heat or not properly maintaining heating in any way.
27. Lessee(s) shall not use any portion of the yard for gardening or holding animals.
28. Any installation of a washer and dryer shall be the Lessee(s)’s sole responsibility and the Lessee(s) shall be responsible for any damages (including damage to the drainage system or water damage) that may occur from that use. Installations shall not be made without permission of Lessor.
29. Lessor reserves the right to show the property to prospective tenants at reasonable times. Lessor agrees to give notice to Lessee(s) if possible and to take reasonable steps to avoid interference with Lessee(s)’s possessions.
30. Lessee(s)'s agree to put utilities in own names at the prior Lessee(s)'s move out date, which is the same date as the current Lessee(s)'s agreement end date one year prior so lessor is not required to have utilities in lessor's name for interim period. Utility usage will be very minimal as property will be vacant and only entered for cleaning and repairs.
31. Lessee(s) is responsible for removing, spiders, ants, flies and other minor insects from the property.
32. Lessee(s) is responsible for replacement of light bulbs and smoke alarm batteries.
33. Gas, charcoal, electric or any type of grills cannot be located on any balconies or decks above the first floor. Grills cannot be placed inside houses or apartment units at any time. Grills must be 10 feet away from the building when in use. Charcoals must be completely extinguished after use. Used coals cannot be placed on the balconies, decks, patios or any other area on or near the house or apartment nor taken into the house or apartments. Discarded coals must be placed in a fire safe container and immediately placed in a trash can by the alley far away from any house, building or apartment by the alley for trash pick-up. Violation of this rule will result in a $500 charge to the Lessee(s) and any and all damage caused by a grill used by tenant at the Premises will be the complete cost and responsibility of the tenant.

TENANT OR RENTERS INSURANCE IS HIGHLY RECOMMENDED TO PROTECT PERSONAL PROPERTY AND PROTECT AGAINST LIABILITY!!!!! Please consult with your insurance agent and be sure you are protected before moving into your new home.

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(MJM, LLC) DATE

Nick L. Weybright

Lessor Representative

The undersigned hereby accept(s) this rental agreement and agree(s) to be bound by its terms and conditions and acknowledge(s) having read the rules and regulations listed herein and agrees to abide by them. Lessee(s) are jointly and severally liable for the terms of the entire Lease.

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Lessee (1) Lessee (2)
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Date Date

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Lessee (3) Lessee (4)

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Date Date