VESICA REAL ESTATE

LEASE CONTRACT

1. THIS APARTMENT LEASE CONTRACT is entered into on the **[Prospect.LeaseSignedDate()],** by and between ___**[Property.UserDefinedField("LLC Ownership")]** ("Lessor"), and __**[$Lessee]**__, ("Lessee"). In consideration of the representations made in the application submitted by Lessee, and in further consideration of the performance by Lessee of all the terms and conditions of this lease, and the addendums and attachments thereto, and the extensions hereof, ("Lease" "contract" or "agreement") Lessor does hereby lease to Lessee, and Lessee does hereby rent from Lessor, hereinafter located at **[Prospect.Address.Street1()] [Prospect.Address.Street2()]** ("premises"). Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the premises for the agreed term. The premises is just one apartment located in the "Apartment Complex."

2. INITIAL TERM. The initial term of this lease is for a period commencing on the **[Prospect.LeaseStartDate()]** and ending at midnight on the day of **[Prospect.LeaseEndDate()]**. It is understood and agreed that should Lessee give proper 60-day notice of termination according to Section 16, and/or Section 18, Lessor shall calculate prorated rent for the partial month at the end of the Lease term. Prorated rent shall be from the first day of the month through the date of termination (move-out date). Lessee shall pay the amount of prorated rent on the first day of the month following proper notice of termination. This final-month prorated-rent provision shall not apply if the Lease is terminated by Lessee's breach of Section 19 "Default" or Section 22. "Immediate Termination." This final-month prorated-rent provision is also expressly conditioned on a post-occupancy inspection acceptable to Lessor. Should Lessee fail to give proper notice, then Lessee shall pay rent through the last day of the month.

3. RENT. Lessee agrees to pay to Lessor at the office of Lessor monthly installments of $ **[Prospect.UserDefinedField("Lease: Rent Amount")]** , due and payable on the 1st day of each month. It is understood and agreed that Lessee is taking possession of the premises on the **[Prospect.LeaseStartDate()]** , and is to pay the sum of $ **[Prospect.UserDefinedField("Lease: Proprate")]** ___ rent from that date through the last day of that month. All other sums accruing to Lessor by virtue of any provision in this lease shall constitute additional rent for the premises and may be sued for and collected by Lessor in the same manner as any other part of the rent. Lessor may, at its option credit any sums received from Lessee against the additional rent accruing under this section before applying any part of the amounts received against the rent herein above provided. Lessee agrees not to pay rent, or other money owed Lessor in cash, but instead by check or money order.

4. LATE CHARGES, INTEREST, AND RETURNED CHECK CHARGES. Rent is late after the first day of each month. Lessee agrees to pay a late charge of ____**$50.00**_____ in the event the monthly installment of rent is not received by 5:00 p.m. on the __**5th**_ day of the month. Late rent payments shall also accrue interest after the 15th day of the month at the maximum rate allowed by law. If Lessor is given a check and said check is not honored by the bank upon which it is drawn for any reason whatsoever, Lessee agrees to pay the maximum sum allowed by law in addition to any late charge.

5. SECURITY DEPOSIT. In addition to said rent, Lessee agrees to pay the sum of $ **[Prospect.UserDefinedField("Lease: Deposit")]** herewith as a security deposit. Said deposit is Lessee's proof to Lessor of his intention to occupy the apartment and faithfully fulfill the terms of this Lease. Should Lessee fail to occupy the apartment and/or fail to fulfill the Lease by reason of any default, said security deposit shall be forfeited and retained by Lessor as provided herein and the Security Deposit Agreement. At the expiration or other termination of this Lease, said security deposit shall be applied as Lessor deems reasonably necessary, in the following order of disbursement: (1) for the cleaning of the demised premises and the items listed in any inventory attached hereto as part of this lease no less than $___-0-__; (2) for the repair of any damages to the demised premises, yard,

fixtures, furnishings, or the items listed in said inventory, exclusive of ordinary wear and tear; (3) defaults in the payment of rent, late charges and other sums considered rent under this Lease and (4) for the payment of any other reasonable and necessary expenses incurred as a result of Lessee's default. After Lessor's determination of the amount reasonably necessary to accomplish the aforesaid, Lessor, by written notice delivered to Lessee, shall itemize the amounts claimed by Lessor. Any remaining portion of the security deposit, shall be returned to Lessee no later than forty-five (45) days after: (1) the termination of the tenancy; (2) the delivery of possession of the premises to Lessor or the desertion of the premises by Lessee; and (3) a demand by the Lessee. Lessee shall provide a forwarding address to Lessor in writing. If Lessee does not make demand for the remaining part of the security deposit, if any, and provide Lessor with a forwarding address, Lessee will be deemed to have forfeited said remaining security deposit to Lessor. Retention of the security deposit by Lessor shall not prevent Lessor from recovering additional damages. Lessee expressly agrees that the security deposit shall not be considered or used as the rent for the last month of the term. The terms of the Security Deposit Agreement are expressly made a part of this Lease.

6. UTILITIES. In addition to said rent and security deposit, if any, Lessee agrees to pay, when due, electricity, gas, water and other available utilities accrued or payable, in connection with said rented premises, along with any deposit required by the utility company. The monthly rental figure contained herein is based, in part, upon ad valorem tax rates, real property insurance rates, rental taxes, and public utility service rates existing at the time of the execution of this lease, and being paid by Lessor. (In the event of any increase or increases in the existing rates during the term of the lease, Lessor may assess all lessees in the apartment complex or community with a pro rata share of such increase in monthly installments as additional rent.) Lessee must not allow utilities to be disconnected for any reason, including disconnection for not paying bills, until the lease term or renewal period ends. Utilities may be used only for normal household purposes and must not be wasted. The Lessor will pay for the following utilities:_**[Prospect.Unit.UserDefinedField("Utilities Included")]**_(If "NONE", so state).

7. SUB-METERING. Water and Wastewater Sub-metering. Pursuant to paragraph 6 above, Lessee is responsible for, among other utilities, the costs of water and wastewater for Lessee's Apartment. Lessor has installed sub-metering equipment that provides a record of Lessee's water and wastewater usage. Lessor and Lessee herein agree that water and wastewater bills will be based on Lessee's gallon consumption and disposal as recorded on the water sub-meter for the premises and issued monthly to Lessee and charged on the first day of the month with the rent.

Lessee's monthly bill for water and wastewater shall cover only that water used within, and wastewater flowing from, Lessee's Apartment. The sub-meter bill shall not include any water or wastewater for common areas or common facilities. Lessee's per gallon cost shall be what the utility company charges Lessor for an average gallon, that is, Lessor's total bill divided by the total gallons consumed in the Apartment Community. Reporting water leaks within Lessee's Apartment is the responsibility of Lessee. Water leaks will impact Lessee's monthly water costs and should be reported to Lessor or management offices immediately by the most expeditious method and subsequently in writing. Should Lessee fail to report leaks to Lessor or management representatives, the costs incurred shall not be waived from Lessee's monthly billing statement. Lessee shall pay the monthly water-wastewater sub-meter bill within fifteen days after issuance. Failure to pay within fifteen (15) days shall subject Lessee to a late payment charge equal to 4% of the amount in arrears not to exceed $5.00. Where the due date falls on a nationally recognized holiday or weekend, the due date for payment purposes shall be the next work day after the original due date. The date on either the envelope of the bill or on the bill itself shall constitute proof of the date of issuance. Failure to pay the monthly water-wastewater sub-meter bill and all accrued late payment charges for any two (2) consecutive months shall constitute a default under this Lease whereby Lessor may terminate the tenancy. Lessee shall pay the bill for water and wastewater directly to the address specified in Lessee's water and wastewater billing statement.

Lessee shall be responsible and liable for tampering and/or damaging the sub-metering equipment for the premises. Lessor may impose maintenance expenses and seek appropriate criminal penalties for willful and knowing breach of this responsibility. Any costs incurred by Lessor for maintenance under the above said conditions shall become due and payable at the next date upon which rent is due. Failure to pay said costs shall be considered a default whereby Lessor may terminate the tenancy of Lessee.

8. CO-SIGNOR. Any person acting as a co-signor on this lease shall be liable to Lessor for all amounts to accrue under this lease the same as if the co-signor were the primary obligor. The Co-signor specifically agrees that amounts due and payable to Lessor hereunder may be collected from the co-signor regardless of whether demand is first made on the primary obligor.

9. CONDITION OF PREMISES. Lessee acknowledges that he has been given a reasonable opportunity to inspect the apartment and surrounding premises and that the apartment and surrounding premises including, but not limited to, the plumbing, heating and/or cooling systems, are in suitable and tenantable condition. After occupancy Lessee agrees to (a) keep the premises in as clean and as safe a condition as the premises permits; (b) dispose from his dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner in compliance with community standards; (c) keep all plumbing fixtures in the dwelling unit as clean as their condition permits; (d) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators, if any, in the premises; (e) not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises including furnishings and appliances or knowingly permit any other person to do so; (f) conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of the premises; (g) inform Lessor of any condition of which he has actual knowledge which may cause damage to the premises, and; (h) to the extent of his legal obligation, maintain the dwelling unit in substantially the same condition, reasonable wear and tear excepted, and comply with the requirements of applicable building and housing codes materially affecting health and safety. Lessee agrees not to make substantial physical alterations to the premises, inside or outside, without the prior written consent of Lessor. Any alterations, which are made with Lessor's written consent, shall remain a part of the apartment, unless specifically agreed otherwise by Lessor in writing.

10. USE OF PREMISES. Lessee agrees that the above described premises shall be used and occupied solely as a private dwelling by Lessee and the family of Lessee consisting of additional persons, namely_____**[Prospect.UserDefinedField("Lease: Occupants (ALL)")]**_____. Lessee shall not entertain a guest or guests in the apartment for more than seven consecutive days. Lessee shall be responsible for the compliance by all guests of Lessee with the terms hereof, all addenda hereto, and with the rules and regulations hereinafter described. Lessee further agrees not to permit anything to be done on the premises which will be contrary to the provisions of the policies of insurance hereon or which will increase the premiums for such insurance, or be contrary to the laws, ordinances, rules and regulations of any municipal, state or other governmental authority. Lessee further agrees to commit or permit no waste on the premises, and to allow no nuisance to exist thereon. Lessee further agrees to allow or permit no noise pollution by loud music or other sounds emanating from the premises, or odor pollution from tobacco, curry, incense, or other offensive odor causing activity. A nuisance is an act not warranted by law, or an omission to discharge a legal duty, which act or omission obstructs or causes inconvenience or damage to the public or the rights of specific people. A nuisance is also defined in Miss. Code Ann. §§ 95-3-1(c). Lessee agrees to abate any nuisance that may arise, promptly and without expense to Lessor. Lessee shall not possess hazardous materials on the premises.

11. PERSONAL PROPERTY INSURANCE. All personal property belonging to Lessee located in or about the building or demised premises shall be there at the sole risk of Lessee and neither Lessor nor Lessor's agents shall be liable in damages, by abatement of rent or otherwise, for the theft or misappropriation thereof nor for any damage or injury thereto. Lessee agrees and acknowledges that protection against criminal action is not within the power of Lessor. Even if from time-to-time Lessor provides monitoring services, those services cannot be relied upon by Lessee, and shall not constitute a waiver of, or in any manner modify, the above agreement. LESSOR STRONGLY RECOMMENDS THAT LESSEE SECURE HIS OWN INSURANCE TO PROTECT LESSEE FROM ALL SUCH OCCURRENCES.

12. LOSS OR DAMAGE TO PROPERTY. Lessor shall not be liable to Lessee for damage or injury to said Lessee, Lessee's family or guests caused by fire, explosion, wind, water, rain, snow, frost, steam, gas, electricity, heat or cold, dampness, mildew, mold, falling plaster, sewers or sewage, odors, noise, leaks from any part of said building or the roof, the bursting or leaking of pipes, plumbing, electrical wiring and equipment and fixtures of all kinds, or by neglect

of other tenants or occupants of the building or of any other person, or caused in any manner whatsoever. Lessee shall give immediate written notice to Lessor in case of fire or accident in the demised premises or of any defects, damages or injury therein or of any fixtures or equipment. Lessee will protect, indemnify and save harmless Lessor from all losses, costs or damages sustained by reason of any act or occurrence causing injury to any person and/or property whomsoever or whatsoever, due directly or indirectly to the use of the premises or building, or any part thereof, by Lessee. LESSOR STRONGLY RECOMMENDS THAT LESSEE SECURE HIS OWN INSURANCE TO PROTECT LESSEE FROM ALL SUCH OCCURRENCES.

13. INSPECTION. Lessor may enter said premises at reasonable times to inspect, clean or repair the leased premises. Lessor may enter said premises at reasonable times to show the leased premises to prospective tenants or purchasers following the giving by either party hereto of a written notice to terminate this Lease. Lessor may at any time remove fixtures, alterations or additions not in conformity with this lease; and may make such repairs and alterations as may be, deemed by Lessor, necessary to the preservation of the premises.

14. PETS. Lessee agrees that no animal, bird, reptile, or pet or any kind may be kept by Lessee, or his guests, without Lessor's written consent. Lessee specifically agrees to notify Lessor within twenty-four (24) hours of Lessee's acquisition of a pet, which is allowed under the rules and regulations applying to the premises. Concurrent with said notification, a pet fee of $200.00 as required by a separate Pet Addendum, shall be paid to Lessor. Should lessee fail to notify Lessor within twenty-four (24) hours after the acquisition of a pet, Lessor shall be entitled to sue for and collect all stipulated pet deposits as if they were delinquent rent. Lessee also agrees that $200.00 liquidated damages in addition to the pet deposit of $200.00 shall accrue for his failure to notify Lessor as specified above.

15. DWELLING AND MAINTENANCE. The maintenance and repair of the leased premises shall be governed as follows: (a) Lessor shall maintain and keep in good repair the roof, outside walls, and foundation of the leased premises, as well as the appliances furnished by Lessor, all air conditioning, heating, and plumbing, pipes and fixtures; (b) Lessee shall replace all glass which may be broken on said premises from and after the date of this Lease and from any cause which is attributable to him, his family, or guests, with other of the same quality and size, at his own cost and expense; (c) Lessee agrees to surrender the premises at the end of said term or other termination hereof in substantially as good condition as when received, normal wear and tear excepted. Lessee also agrees to be responsible for all damages to his apartment and surrounding premises, normal wear and tear excepted.

16. EARLY TERMINATION. Lessee may terminate this lease before the end of the initial term by: (a) giving Lessor written notice at least 30 days prior to the proposed termination date; (b) paying all money due through the date of the proposed termination; (c) paying a cancellation fee in an amount equal to one month(s) rent or the amount of $ _**[Prospect.UserDefinedField("Lease: Rent Amount")]**_____ as a cancellation fee; (d) forfeiting any security deposit in accordance with terms of the Security Deposit Agreement, which is an addendum hereto. The foregoing shall not relieve Lessee of any obligation or liability for damages to the apartment.

17. SERVICEMEMBER TERMINATION. As provided in the Servicemember's Civil Relief Act of 2003, if Lessee is a servicemember, Lessee may terminate this lease at any time after the Lessee's entry into active military service as defined in 10 U.S.C.A. § 101 (d) (1), or National Guard service members who are called to active service for a period of more than 30 days under 32 U.S.C.A. § 502(f), or the date of the Lessee's military orders by providing written notice including a copy of the document confirming Lessee's entry into the military, or a copy of Lessee's orders, and only paying all money due through the date of the proposed termination.

18. AUTOMATIC RENEWAL. THIS LEASE SHALL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS AFTER THE EXPIRATION OF ITS INITIAL TERM UNLESS EITHER PARTY GIVES THE OTHER AT LEAST 30 DAYS WRITTEN NOTICE PRIOR TO THE EXPIRATION OF THE INITIAL TERM. The month-to-month tenancy shall be on all of the terms and conditions of this Lease except that Lessor may make changes in the Lease provisions after the initial term and during the month-to-month tenancy by giving Lessee at least 30 days written notice prior to the effective date of said changes. Failure of Lessee to object to said changes in writing within seven days from the date of the email or postmark of the notice of changes shall be deemed approval of such changes. Such changes will be

binding upon Lessee as long as Lessee remains a Tenant of Lessor. This provision is a continuous one and will apply at the expiration of the original term and during each subsequent monthly term. To terminate the month-to-month tenancy, the party desiring to terminate must give to the other party written notice at least 60 days prior to the proposed date of termination. Failure of Lessee to give a written notice of termination at least 60 days prior to the date of termination will renew this lease for an additional month for which Lessee will be liable to pay rent to Lessor. The requirements for giving notice to terminate are provided by law and must be strictly adhered to. Should Lessee fail to vacate on or before the termination date, the rental for the holdover period shall be double the rental provided herein. In such case, Lessee shall be liable for such other damages incurred through the loss of a prospective tenant, or other expenses incurred due to the breach of this condition of this Lease. ALL NOTICES OF LESSEE HEREUNDER MUST BE IN WRITING AND MUST BE COUNTERSIGNED BY A REPRESENTATIVE OF LESSOR TO BE VALID. NO VERBAL NOTICES SHALL BE ACCEPTED OR BINDING.

19. DEFAULT. Per Miss Code 89-8-13, Lessor will deliver a notice to a party in breach in writing, or by email or text message. If Lessee violates this Lease or defaults in the performance of any covenant or condition hereof, or if Lessee abandons or vacates the leased premises during the term of this Lease, or if Lessee is adjudicated bankrupt, or makes any assignment for the benefit of creditors, Lessor may enter into said premises, and again have and repossess the same as if this lease had not been made. In case of any such default or entry, Lessor shall have the right at its option to terminate this Lease and the rent for the entire term shall at once become due and payable and Lessor may proceed to collect the rent for the entire term as if by the terms of this Lease the entire rent for the entire term should be made payable in advance. Or, Lessor may terminate Lessee's right to possess the premises, without terminating the Lease. In addition to the right of Lessor to collect the rent when due, Lessor may re-enter the leased premises and repossess the same and expel therefrom Lessee and those claiming under him and remove all property and effects therefrom without being guilty of trespass in any manner, and without prejudice to any remedies to collect any arrears of rent. In the alternative, Lessor shall have the right to relet said leased property from time to time during the remainder of the term hereof for the highest rent obtainable and may recover from Lessee any deficiency between such amount and the rent herein reserved, it being the intention of the parties that such re-entry and reletting shall not discharge Lessee from liability for rent or for any other obligations of Lessee under the terms of this Lease. In addition, upon default hereunder, Lessor shall also be entitled to recover the cost of reletting the leased premises, including, but not limited to advertising costs. Lessor may waive any default without impairing any right to declare a subsequent default hereunder, this right being a continuing one.

20. WAIVER AND PARTIAL PAYMENTS. Acceptance by Lessor of a partial payment of rent or other charges shall not be considered or construed to waive any right of Lessor or affect any notice of legal proceedings, unless both parties shall agree otherwise in writing. Waiver, by Lessor, of any breach of this agreement shall not be construed as a waiver of subsequent breaches of this agreement.

21. RETURN OF INCENTIVES. In the event that Lessee defaults under this lease or breaches any term of this Lease, Lessee will be liable to Lessor for any amounts credited to Lessee as an incentive, concession, or "Move in Special." Description of Incentive: **[Prospect.UserDefinedField("Lease: Incentive")]**

22. IMMEDIATE TERMINATION. Notwithstanding any provision of this Lease to the contrary, notice to terminate this tenancy during the initial term or any renewal term shall not be required of Lessor if Lessee has committed a substantial violation of this lease that materially affects health and safety. The terms of the Drug Free Housing Addendum are expressly made a part of this lease. Any actions in breach of that Addendum or any illegal activity upon the premises that materially affects health and safety shall be grounds for Lessor to immediately terminate this lease.

23. ABANDONED PROPERTY, NOTICE OF EXTENDED ABSENCE. Any property Lessee leaves on the premises after termination of the lease or abandonment by Lessee shall be treated in a manner and by the legal process set forth in Miss. Code Ann. §§ 89-8-13, 89-8-31, 89-8-33, 89-8-35, 89-8-37, 89-8-39, 89-8-41, and 89-8-43. Under these statutes Lessor shall file an affidavit. Lessee will be served with a summons, which will contain details as to the time to appear in County or Justice Court to show cause why possession should not be delivered to Lessor. If the summons has been

duly served and Lessee has not shown sufficient cause to the contrary, the magistrate shall issue a warrant vacate the premises in seven days or less. If Lessor is granted possession of the premises, then Lessee will have at least seven (7) days from the date of the judgment to move out, unless a shorter or longer period of time for vacating the premises is ordered because of an emergency or other compelling circumstances. If Lessee does not move out by the date and time ordered by the court, Lessor can have you removed by law enforcement, after which you will have seventy-two (72) hours to remove your belongings. Lessee agrees to notify Lessor in writing of any anticipated extended absence from the premises in excess of seven days, and said notice shall be given on or before the first day of any extended absence. Lessee agrees any unexplained and/or extended absence from the premises for thirty days or more without payment of rent as due shall be prima facie evidence of abandonment of the premises and the personal property therein.

24. ATTORNEY'S FEES AND COLLECTION COSTS. In the event of employment of an attorney or a collection agency by Lessor for the collection of any amount due hereunder (including, but not limited to, the collection of rent or damages to the premises) or for the institution of any suit for the possession of said property, Lessee agrees to pay and shall be taxed with all reasonable attorney's fees, collection fees, agency fees and/or any other costs incurred, which shall be a part of the debt evidenced and secured by this Lease.

25. RULES & REGULATIONS. The Rules and Regulations now or hereafter made in regard to said apartment and premises are expressly made a part of this Lease and are acknowledged as covenants and conditions of this Lease. Lessor reserves the right to change or add to these rules and make such further rules and regulations as in its judgment may, from time to time, be needed for the safety, care and cleanliness of the premises and for the preservation of good order therein. The new or revised rules and regulations shall be effective thirty (30) days after they are posted and furnished to Lessee, except for those rules and regulations which affect health and safety, which are effective immediately after posting and furnishing to Lessee. Lessee and his guests, invitees and licensees shall be bound by the rules and regulations in like manner as through attached hereto and made a part hereof at the time of the execution of the Lease of which these rules and regulations form a part. Current Rules and Regulations are an addendum to this Lease.

26. CASUALTY. In the event the leased premises are totally destroyed by fire, wind or other cause beyond the control of Lessee, then in any of these events this Lease shall cease and terminate as of the date of such destruction or condemnation except for the purpose of enforcing rights that may have then accrued hereunder. The rental shall be prorated up to the time of such damage or destruction of said premises, Lessee paying up to the said date and Lessor refunding the rent collected beyond such date. If such destruction is due to Lessee's fault or negligence, the rent shall not abate. Should only a part of the leased premises be destroyed or rendered untenantable by fire or other casualty not caused by the negligence of Lessee, the rental shall abate in the proportion which the injured part bears to the whole, and such part so injured shall be restored by Lessor as speedily as practicable after which the full rent shall recommence and this lease shall continue according to its terms. Lessee hereby releases Lessor from any and all claims for loss, damage or inconvenience from such fire or casualty.

27. EMINENT DOMAIN. If all or substantially all of the Apartment Complex is condemned or is sold in lieu of condemnation, then this Lease shall terminate on the date the condemning authority takes possession. If less than all of the Apartment Complex is so condemned or sold (whether or not the premises are affected) and in Lessor's judgment, the Apartment Complex cannot be restored to an economically viable condition, or if any mortgagee of the Apartment Complex requires application of condemnation proceeds to the reduction of the mortgage debt, Lessor may terminate this Lease by written notice to Lessee effective on the date the condemning authority takes possession. If the condemnation will render any substantial part of the premises untenantable, Lessee may terminate this Lease by written notice to Lessor effective on the date the condemning authority takes possession of the affected part of the premises. If this Lease is not so terminated by Lessor or Lessee, Lessor shall, to the extent feasible, restore the premises to substantially their former condition. Lessor shall not, however, be required to restore any alterations, additions, or improvements or to spend any amount in excess of the condemnation proceeds actually received by Lessor. Lessor shall allow Lessee an equitable abatement of rent during the time and to the extent the premises are

untenantable as the result of any condemnation, but such abatement shall not extend the term. All condemnation awards and proceeds shall belong exclusively to Lessor, and Lessee shall not be entitled to, and expressly waives and assigns to Lessor, all claims for any compensation for condemnation, provided, however, if Lessee is permitted by applicable law to maintain a separate action that will not reduce condemnation awards or proceeds to Lessor, Lessee shall be permitted to pursue such separate action, but only for moving expenses.

28. DELAY IN GIVING POSSESSION. It is agreed that if Lessor shall be unable to give possession on the date specified for the commencement of the term hereof, Lessee may at any time within 15 days after such specified date notify Lessor of his election to terminate this Lease. Such notice shall be given in writing to Lessor, signed by Lessee, in the same manner in which this Lease is signed and thereupon on receipt of such notice this Lease and all rights and obligations hereunder shall cease, but Lessee shall only be entitled to receive back from Lessor all sums of money paid hereunder. If Lessee fails to give such notice, the obligation of the Lessee shall continue and he shall take possession of the demised premises as soon as they are ready for occupancy provided, however, the rent herein reserved and covenanted to be paid shall not commence until possession is available. But no failure to give possession on the date of commencement of this term shall extend or be deemed to extend the term of this Lease, nor shall Lessor be subject to any liability for failure to give possession on said date if such failure is beyond the control of Lessor.

29. MOLD AND MILDEW. Lessee agrees to maintain moisture control, an appropriate climate (temperature and humidity) and overall cleanliness in the premises so as to prevent mold and mildew. Lessee agrees to keep air ducts free from obstructions and maintain adequate circulation of air. Lessee agrees to remove moisture from all surfaces, including windows, walls, floors and air ducts as soon as it appears. Lessee further agrees to notify Lessor in writing of any water leaks from any source, air conditioning or heating problems, and any windows and doors that are not functioning properly. Lessee understands that moisture control is the key to controlling mold and mildew. Lessee further understands that Lessee is in the best position to control moisture in the premises. Lessee specifically agrees to hold Lessor harmless from any claims or damages that result from noncompliance with the terms of this paragraph, along with paragraphs 9, 12 and 15.

30. APPLICATION. The application for this Lease is made a part of this Lease. The application, however, is for informational purposes only and this Lease shall control with regard to the terms and conditions of the tenancy. Lessee represents that the information provided in the application is true and correct. If such information is false, Lessor, at its option, may terminate this Lease. Lessee agrees to notify Lessor promptly in writing of any change in the information provided in the application with respect to the name and address of Lessee's employer.

31. RESERVATION OF RIGHTS. Notwithstanding any provision of this Lease to the contrary, Lessor reserves all rights and remedies contained in the Mississippi statutes that apply to Landlord-Tenant relations and agreements.

32. SUBLETTING AND ASSIGNMENT. Lessee shall not sublet the premises or assign this Lease, or any part thereof, without the prior written consent of Lessor.

33. SUBORDINATION. Lessee accepts this lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter placed upon the Apartment Complex as a whole, and to any renewals, extensions, or modifications thereof. Lessee agrees that any such mortgagee or other lien holder shall have the right at any time in its sole discretion to subordinate such mortgage, deed of trust or other lien to any provision of this lease or to any other mortgage, deed of trust or other lien. Lessor is hereby irrevocably vested with full power and authority to subordinate this lease to any mortgage, deed of trust or other lien hereafter placed upon the Apartment Complex as a whole. Lessee agrees to attorn to any holder of such mortgage.

34. GUN POLICY. Lessee may own and retain a gun inside of Lessee’s unit if it is legally and properly owned, possessed and safely secured within the premises. Lessee is NEVER allowed to carry or display a weapon or gun on the common areas of Complex property. Property owners can prohibit guns on their property. This property ownership decision takes priority over gun rights. If Lessee openly displays or uses a weapon on the property,

especially in a threatening manner, or during an argument, and thus endangering the health and safety of other tenants, Lessee will be in violation of this Lease, and will be given a notice to immediately vacate by management.

35. DOMESTIC VIOLENCE. If two people are listed as Lessees on the lease and one person secures a restraining order on the other and pays for the locks on the premises to be changed, Management will not issue the new key to the person against whom the restraining order was issued if the other Lessee has provided Management with a copy of the Restraining Order or Injunction. However, both Lessees will continue to be held liable for the rent and balances that come due until the lease is terminated.

36. MEDIATION. Any claims, demands, disputes, controversies, and differences of any kind that may arise between the parties to this lease agreement shall be resolved by non-binding mediation prior to any legal action being filed. Matters subject to non-binding mediation shall not include matters involving rent, but shall include, but are not limited to, the breach of this lease agreement, the validity of this mediation provision, all claims for personal injury, and all claims for property damage. Any demand for mediation shall be in writing and sent by electronic mail (email) or overnight delivery by a nationally recognized carrier. The demand, which shall specifically state the claim, demand, dispute, controversy or differences, shall be made within a reasonable time after the claim, dispute, or other matter has arisen and in no event shall be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter would be barred by the applicable statute of limitations. An attorney chosen by mutual agreement of the parties to this lease shall conduct the mediation. If the parties cannot mutually agree on a mediator, their respective attorneys shall select a mediator. If the attorneys are unable to agree on a mediator, then a Hinds County Chancery judge shall appoint one from a list of two attorneys named by each party. If the party, other than the party demanding mediation, does not respond to the demand for mediation within ten (10) days after delivery of the demand, the party making the demand for mediation shall consider this provision waived and proceed with any and all available legal actions they may legally pursue. Each party shall pay their own attorney fees and half of the mediator's fees.

37. NOTICES. Each notice required or permitted to be given hereunder, or by law, by one party to the other shall be in writing with a statement therein to the effect that notice is given pursuant to this Lease, and the same shall be given and shall be deemed to have been delivered, served and given if sent by electronic mail (email) to the email address provided for such party as required by the Lease, or a nationally recognized overnight carrier, addressed to such party at the address provided for such party herein. Any notices to the Lessor shall be addressed and sent to Lessor at the address stated at the end of this Lease and to Lessee at the address of the premises unless a different address is provided during the term of this Lease. The addresses stated herein shall be effective for all notices to the respective parties until written notice of a change of address is given pursuant to the provisions hereof.

38. ENTIRE AGREEMENT, SEVERABILITY, TIME, EMAIL ADDRESSES AND NOTICES, JOINT LIABILITY, SUCCESSORS, MISSISSIPPI LAW, CAPTIONS. This instrument contains all the agreements and conditions made between the parties hereto and no representations or statements which are claimed to have been made, not contained in the Lease, shall vary or modify this agreement in any way. The terms and conditions herein set out cannot be changed or modified except with a written instrument signed by all parties hereto. If any section, subsection, sentence, clause, phrase or portion of this Lease is, for any reason, held invalid or unlawful by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Lease. Lessor and Lessee agree that time is of the essence in each and every provision of this Lease. Lessee agrees to provide an email address for each lessee and co-signor at the time of lease execution, and immediately provide Lessor any replacement or new email address, so that during the entire term of this Lease, Lessor has a current and valid email address for each lessee and co-signer. All Lessees and Co-signors agree that notices sent by Lessor to Lessees and Co-signors shall be effective to constitute valid notices under all provisions of this Lease. All persons signing this Lease as a Lessee shall be jointly and severally liable for payment of the agreed rental and for the performance of all covenants to be kept by Lessee hereunder. It is understood and agreed that all of the terms, covenants, agreements, and conditions in this lease shall succeed to and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto. This

Lease is to be governed by the laws of the state of Mississippi. Gender and number shall be changed, as the context may require. The titles/captions of sections are for identification purposes only and do not limit or interpret the contents or meaning of the section or affect the meaning of any provision of the Lease. Each party acknowledges that he has read and understands this lease, and agrees to the terms and covenants herein contained. Each party acknowledges receipt of a duplicate original of this lease and all addenda referenced herein.

39. SPECIAL PROVISIONS: **[Prospect.UserDefinedField("Lease: Special Provisions")]**

40. MS REAL ESTATE BROKER. Jennifer Welch is a licensed real estate professional but is operating outside the scope of her license with regard to this lease. Other real estate brokers or sales persons may be employed by Vesica Real Estate but will be operating outside the scope of her/his license with regard to this lease.

41. ADDENDA ATTACHED: Security Deposit Agreement; Pet Addendum; General Rules and Regulations; Lead-Based Paint Disclosure; Drug-Free Housing Addendum; Garbage Policy

Witness our signatures on the day and year first above written.

LESSEE **LESSEE**

LESSEE **LESSEE**

X

SignatureGroup1

X

LESSEE

X

SignatureGroup1

X

LESSEE

X

SignatureGroup1

LESSOR

[Property.UserDefinedField("LLC Ownership")]

By:

X

Landlord