

The Element at 903

Lease Agreement

THIS LEASE (this "Lease") is made and entered into this ____ day of _____, 20____ by and between The Element (the "Owner"), eL 903 The Element, LLC ("Landlord") of 903 E. Grand River Avenue, East Lansing, Michigan 48823, and _____ ("Tenant").

1. **DESCRIPTION OF APARTMENT UNIT AND TERM:** Landlord hereby leases unto Tenant, and Tenant hereby leases from Landlord a rental space in an apartment unit with a mailing address of 903 E. Grand River Avenue, East Lansing, Michigan 48823, Unit #____ (the "Apartment Unit"). The Apartment Unit consists of Two bedroom, Two bathrooms, a kitchen and a living/dining room area, together with all applicable fixtures, furniture, furnishings and appurtenances.

The Apartment Unit is to be used and occupied by Tenant as a residence exclusively for the period beginning August 20, 2015 and ending August 6, 2016 at 1:00 p.m., unless terminated sooner as provided herein (the "Term"). Under no circumstances shall this Lease be construed to extend beyond 365 days from the beginning date of the Term. It is expressly understood that this Lease is for the entire Term regardless of whether Tenant is transferred, ceased to be enrolled in a college or university in the vicinity of the Community, or is unable to continue occupying the Apartment Unit for any other reason. Accordingly, Tenant's obligation to pay the Rent (as hereinafter defined) hereunder shall continue for the entire Term of this Lease and until all sums due Landlord hereunder have been paid in full.

Neither Landlord nor Agent shall be liable to Tenant for any damages resulting from Landlord's inability to deliver possession of the Apartment Unit to Tenant at the commencement of the Term; provided, however, Tenant may cancel this Lease if possession of the Apartment Unit has not been delivered, due to Landlord's inability to deliver, within 30 days of the commencement date of the Term.

2. **RENT:** Tenant, in return for the use of the Apartment Unit and in consideration of the terms, conditions, covenants and provisions contained herein, shall pay Landlord the sum of \$_____ (insert Amount) without offset or deduction (the "Rent"). **Tenant hereby acknowledges that the Term of this Lease may be less than a full calendar year, and the Rent has been allocated into 12 installments.** The first installment of Rent of \$_____ (insert Amount) shall be due and payable upon signing the Lease. Commencing September 1, 2015, Rent shall be paid on the 1st day of each month when the installment is due, in advance and without demand, in monthly installments of \$_____ (insert Amount). Rent not received by the 1st day of the month will be delinquent. The last installment of Rent \$_____ (insert Amount) shall be due on July 1, 2016. Rent shall be paid at 139 W. Lake Lansing Rd, Suite 210, East Lansing, Michigan, or at the designated drop box. Tenant may not withhold or offset Rent for any reason whatsoever. Any fees, costs or other charges herein or in any addendum hereto that are the responsibility of Tenant are deemed "Additional Rent" and may be collected in the same manner as Rent.

3. **LATE FEES:** In the event the Rent is not paid as set forth above prior to the close of business on the 3rd day of the month when the installment is due, Tenant shall pay a late charge equal to the amounts below:

\$25.00 for Rent received after the 3rd of the month
\$50.00 for Rent received after the 8th of the month
\$75.00 for Rent received after the 13th of the month
\$100.00 for Rent received after the 18th of the month
\$125.00 for Rent received after the 23rd of the month
\$150.00 for Rent received after the 28th of the month

Tenant acknowledges that late payment of Rent or any other monetary obligations due this Lease will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which are extremely difficult and impractical to fix, including processing and accounting charges. The parties agree that these late charges represent a fair and reasonable estimate of the cost that Landlord will incur from Tenant's late payment.

If the 3rd day of the month falls on a Saturday, Sunday, or a holiday observed by the Community, the Rent must be placed in the designated drop box prior to the opening of the first business day following the weekend or holiday; otherwise, the Rent will be considered received on the opening of the next business day and late fees may accrue if that next business day is after the 3rd day of the month.

To ensure timely payments by the first day of the month, please mail the Rent by the 20th day of the previous month. If the Rent is mailed, the late charges will be applied to any Rent **received** by mail after the 3rd day of the month in which it is due.

In the event Tenant elects to pay the Rent by check, Tenant shall pay Landlord a charge of \$35.00 for any check returned to Landlord for nonsufficient funds, or if said check otherwise fails to clear the issuer's bank. Said charges shall be due and payable immediately upon notification to Tenant of such instance, and that shall be in addition to any late charge resulting from the check's failure to clear. Landlord reserves the right at any time during the Term hereof to specify and demand a particular form of payment for all monies due, whether such form of payment be cash, money order, credit card, e-check or check; provided, however, Landlord shall give Tenant no less than 15 days advance notice in the event such election is made by Landlord. Tenant acknowledges that cash is not an acceptable form of payment for any such sums due by Tenant under this Lease.

Tenant acknowledges that any Rent received by Landlord will first be applied to any outstanding charges (such as late charges, cleaning service charges, returned check charges) incurred by or on behalf of Tenant prior to applying the same to the current monthly Rent regardless of whether or not Tenant has made notations on the payment instrument and regarding of when the obligations came about. If the payment tendered by Tenant fails to cover the total charges outstanding, then Tenant shall immediately pay the difference, plus any late charges incurred by virtue of Tenant's failure to timely pay all sums due by Tenant under this Lease.

4. **SECURITY DEPOSIT:** Concurrently with Tenant's execution of this Lease, Tenant has deposited with Landlord a security deposit in an amount equal to _____ (the "Security Deposit") to secure Tenant's performance of the terms, conditions, covenants and provisions of this Lease. The Security Deposit is not advanced Rent and Tenant may not deduct any portion of the Security Deposit from Rent or other charges due to Landlord. Landlord shall have the right, but not the

obligation, to apply the Security Deposit in whole or in part to the payment of any unpaid Rent or other sums due from Tenant under the terms of this Lease or for damages suffered by Landlord due to nonperformance or breach of any term, condition, covenant or provisions of this Lease by Tenant or Tenant's guests or invitees, and Tenant shall replace such amounts used within 10 days' notice from the Landlord. Upon expiration or earlier termination of this Lease, and upon surrender of the Apartment Unit to Landlord pursuant to the conditions set forth in Section 21, and upon full payment of all sums due Landlord hereunder, the Security Deposit or any portion remaining unapplied (without any interest) shall be returned to Tenant. Landlord's right to possession of the Apartment Unit for nonpayment of Rent or for any other breach of this Lease by Tenant shall not be affected by the fact that Landlord holds a Security Deposit and payment of the Security Deposit shall in no way be interpreted to limit Tenant's liability hereunder. Tenant acknowledges and agrees that the Security Deposit and any charges applied against same and joint and several obligations with the other tenants and guarantors in the Apartment Unit and that Landlord may return any remaining Security Deposit by a check made payable to Tenant and such other tenants or guarantors in the Apartment Unit who actually paid money toward the Security Deposit. Tenant understands that the Security Deposit is separate from, and in addition to, any applicable Pet Fee or redecoration fee; however, damages, charges and fees due as a result of redecoration, a pet, or otherwise may be deducted from the Security Deposit.

Within 30 days after the termination of this Lease or the surrender and acceptance of the Apartment Unit, whichever last occurs, Landlord shall send via first class mail to the last known address of the Tenant or, the address provided to Landlord by Tenant, in writing, an itemized list of damages claimed for which the Security Deposit may be used as provide by Michigan law. The statement shall be accompanied by a payment of the differences, if any, of the Security Deposit and the amount retained.

YOU MUST NOTIFY YOUR LANDLORD IN WRITING WITHIN FOUR (4) DAYS AFTER YOU MOVE OF A FORWARDING ADDRESS WHERE YOU CAN BE REACHED AND WHERE TENANT WILL RECEIVE MAIL; otherwise your Landlord shall be relieved of sending you an itemized list of damages and the penalties adherent to that failure. Written Notices to Landlord under this Lease including the notice required above, shall be tendered in person or by other means to: 139 W. Lake Lansing Rd., Suite 210, East Lansing, Michigan, 48823.

5. **REDECORATION FEE:** Tenant agrees to pay **\$150 (One Hundred Fifty Dollars)** as a nonrefundable redecoration fee upon signing this Lease. Upon vacating the Apartment Unit, Landlord may use the redecoration fee to paint, clean, shampoo carpets and for maintenance materials and labor. If the cost(s) to restore the Apartment Unit exceeds **\$150.00 (One Hundred Fifty Dollars)** as a result of damages caused by Tenant, Tenant agrees to pay the additional cost(s) incurred by Landlord to restore the Apartment Unit.
6. **CONDITION OF APARTMENT UNIT; WAIVER OF WARRANT; SUBORDINATION:** Subject to any items noted on the Condition Report (as hereinafter defined) to be completed and delivered by Tenant to Landlord upon taking occupancy of the Apartment Unit pursuant to the provisions of Section 20. Tenant hereby acknowledges that, upon Tenant taking possession of the Apartment Unit at the beginning of the Term, Tenant is taking the Apartment Unit in its "as is" present condition with no warranties of any kind concerning the condition or character of the Apartment Unit; Tenant has inspected the Apartment Unit, and Tenant agrees that the Apartment Unit and its applicable fixtures, furniture, furnishings and appurtenances

are in good repair and in a fit and habitable condition, except for repairs and corrections Landlord has agreed to make as noted on the Condition Report.

Except for repairs and corrections Landlord has agreed to make as set forth on the Condition Report and approved by Landlord, the Apartment Unit and the fixtures, furnishings and appurtenances in the Apartment Unit will be deemed to be in clean, safe and good working condition and Landlord will not be responsible for defects or damages that may have occurred before the Tenant moved in and which are not noted in the Condition Report.

This Lease and Tenant's interest in the Apartment Unit are and shall be subject, subordinate, and inferior by any lien or encumbrance now existing or hereafter placed on the Community by Landlord, to all advances made under any such lien or encumbrance, to the interest payable in respect of any such lien or encumbrance, and renewals and extensions of any such lien or encumbrance.

7. **TENANT'S OBLIGATIONS AND RESPONSIBILITIES:** Tenant agrees to keep and maintain the Apartment Unit, together with all fixtures, furniture, furnishings, and appurtenances, in good and clean condition, excepting reasonable wear and tear. Tenant agrees not to make any alterations, improvements or additions thereto without Landlord's prior written consent, and which such consent to any alterations, improvements, or additions, including any process that involves the sawing, sanding, filling, carving, or penetration of any component of the Apartment Unit or the Community, may be withheld in Landlord's sole and absolute discretion. Any and all alterations, improvements, or additions built, constructed or placed on the Apartment Unit by Tenant with Landlord's consent shall be made in accordance with all applicable ordinances, codes, rules, regulations and laws, shall be at Tenant's sole expense, and shall become the property of Landlord and remain on the Apartment Unit at the expiration or earlier termination of this Lease. Any and all alterations, improvements or additions built, constructed or placed on the Apartment Unit or the Community by Tenant without Landlord's written consent may be removed by Landlord and the Apartment Unit and the Community may be restored to their original state, all at the Tenant's sole expense.

Tenant shall not, nor permit any of Tenant's guests or invitees to: (a) keep any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion or that might be considered hazardous or extra hazardous by any responsible insurance company; (b) engage in the manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use illegal drugs, controlled substances or drug paraphernalia; (c) engage in acts of violence or threats of violence, including the unlawful discharge of firearms; (d) engage or assist in the consumption of alcohol by a person under the legal age to consume alcohol in the State in which the Community is located; or (e) engage in any other illegal activities anywhere in the world. It is understood and agreed that a single violation of this Section shall be a default of the Lease. Unless otherwise required by Prevailing Law, proof of violations shall not require criminal conviction but shall be by a preponderance of the evidence. Tenant shall be responsible and liable for the acts and omissions of guests or any other person visiting the Apartment Unit as if Tenant engaged in such acts or omissions.

It is understood that Tenant will be occupying the Apartment Unit jointly and is jointly and severally liable for any damages to the common areas of the Apartment Unit and its fixtures, furniture, furnishings, appurtenances. Accordingly, Tenant must exercise responsibility to see that the entire Apartment Unit is maintained in good order and repair. Tenant shall immediately report to Landlord

and the local law enforcement authority any acts of vandalism to the Apartment Unit. Tenant shall promptly report to Landlord any repairs which need to be made to the Apartment Unit.

Although Tenant may have guests and invitees from time to time, it is understood that occupancy of the Apartment Unit is expressly reserved for Tenant only, and the occupancy of the Apartment Unit by an unauthorized guest in excess of said 7 day period shall be deemed a breach of this Lease, and Landlord shall be entitled to recover from Tenant and the guest (whose liability shall be joint and several) an amount of Rent equal to that being paid by Tenant, plus any other damages, fines or costs incurred by Landlord resulting from a breach of the licensing restrictions placed by the City of East Lansing as a result of an unauthorized tenant residing on said premises. In addition to the right of Landlord to determine this Lease in default, Landlord may pursue any other remedies allowed by Prevailing Law.

Tenant may receive door keys, mailbox keys, electronic access cards and/or electronic access codes, which Tenant acknowledges are for Tenant's personal use and Tenant agrees to not pass along such items to third parties and to keep such items confidential. Tenant shall be held responsible for any death, injury, damage or loss sustained by any person because of Tenant's negligence in passing along such items to any third party and not keeping such items confidential. Any duplicates of such items must be made by Landlord only, in its sole and absolute discretion. If any such item is lost or stolen, Tenant must promptly notify Landlord and Tenant will be charged a replacement fee for each such item replaced.

Tenant will keep the sinks, lavatories, commodes and all other plumbing open and will immediately notify Landlord of any malfunctions and neither Landlord nor Agent shall be charged with knowledge of any such malfunction prior to receipt of such notice.

Tenant agrees to report any pest issues to Landlord for necessary remediation. Because it is the responsibility of the Tenant to keep the Apartment Unit clean, if Tenant consistently lives in an unsanitary environment, Tenant acknowledges and accepts that Landlord is limited in its ability to address the pest situation, and Tenant waives the right to hold Landlord responsible for continual issues. When inhabiting the Apartment Unit, Tenant agrees to inspect the Apartment Unit for fleas, bedbugs and termites. After Tenant has returned the Condition Report, and if Tenant has not noted the aforementioned pests thereon, Tenant will be responsible for the costs incurred by Landlord to remedy any pest condition.

Tenant agrees to regularly inspect the Apartment Unit for water leaks, moisture, mold and mildew. Potential sources of water or moisture include roof leaks, humidifiers, plumbing leaks, steam from cooking, watering houseplants, baths and showers. Leaks may occur around water heaters, toilets, sinks, tubs, showers, windows and doors. Discolored areas on walls and ceilings and moisture in carpets may indicate roof leaks or clogged air conditioner drains. Tenant agrees to immediately notify Landlord if Tenant detects leaks, mold or mildew within the Apartment Unit. Tenant agrees to clean and remove mold and mildew as part of Tenant's obligation to keep and maintain the Apartment Unit in good and clean condition. If Tenant desires specific mold and mildew cleaning instructions, such instructions will be made available by Landlord to Tenant upon request. If Tenant discovers mold and mildew in areas not accessible to Tenant for cleaning, Tenant agrees to inform Landlord so that Landlord can remove mold and mildew from those areas.

8. **RELEASE OF LIABILITY AND INDEMNIFICATION:** Neither Landlord nor Agent shall be liable for any personal conflict of Tenant with co-tenants, Tenant's guests or invitees, or with any other tenants that reside at the Community. Therefore, a conflict between tenants does not constitute grounds for Tenant to terminate this Lease.

To the fullest extent permitted by Prevailing Law, neither Landlord nor Agent shall be liable for any death, injury, damage or loss to person or property whatsoever, including any caused by burglary, assault, vandalism, theft or any other crimes; negligence of Tenant or others; wind, rain, flood, hail, ice, snow, lightening, fire, smoke, explosions, natural disasters or other acts of God; any defects in the heating, gas, electricity, water, or sewer systems serving the Community; and interruption of heat, electricity, water, sewer, telephone, cable, TV, Internet or any other utility services serving the Apartment Unit or the Community; the malfunction of machinery or appliances serving the Apartment Unit or the Community; or any other cause which is not the direct result of the fault of the Landlord or its Agent, and, to the fullest extent permitted by Prevailing Law, Tenant hereby expressly releases, waives, discharges and agrees not to sue Landlord, Agent, and their respective officers, directors, shareholders, members, managers, agents, employees, representatives, affiliates, nominees, designees, successors and assigns (collectively the "Releasees") for any and all claims for such death, injury, damage or loss.

In addition, to the fullest extent permitted by Prevailing Law, Tenant agrees to indemnify, defend and hold harmless the Releasees for, from and against any and all liabilities, claims, assaults, demands, losses, damages, fines, penalties, fees, costs or expenses (including reasonable attorneys' fees, costs and expenses) asserted by any person (including Tenant, Tenant's guests and invitees, and their respective family members, personal representatives, heirs, agents and assigns) against the Releasees and arising, directly or indirectly, out of (i) any accident, injury or damage occurring in and around the Apartment Unit or in or about the Community, resulting from any reason whatsoever (other than the acts of Landlord or its Agent); (ii) any activities of Tenant or Tenant's guests or invitees in and around the Apartment Unit or in or about the Community; or (iii) Tenant's failure to perform any covenant that Tenant is required to perform under this Lease.

Furthermore, Tenant expressly acknowledges and agrees that the Community contains various common areas, such as hallways, walkways, parking areas, and an amenities deck that are made available by Landlord (the "Amenities"). To the fullest extent possible by Prevailing Law, Tenant, for himself or herself and any family members, personal representatives, heirs, agents and assigns, hereby acknowledges, represents, covenants and agrees that: (a) the use of the Amenities by Tenant shall be at Tenant's own risk, and (b) Tenant assumes full responsibility for and risk of bodily injury, death or property damages or loss due to or arising out of, or related to the Tenant's use of the Amenities. Tenant also hereby releases, waives, discharges and agrees not to sue the Releasees for any and all present and future liability to the Tenant and/or the Tenant's family members, personal representatives, heirs, agents and assigns, for any and all injury, loss, liability, damages or costs, and any and all claims, suits, causes of action or demands thereof, known or unknown, on account of injury to person or property or resulting in the death or disability of the Tenant, during or arising out of or related to Tenant's use of the Amenities, and Tenant hereby agrees to indemnify, defend and hold harmless each of the Releasees for, from and against any and all injury, loss, liability, damage or cost Tenant may incur during, arising out of or related to the Tenant's use of the Amenities.

The indemnification obligations of Tenant to Landlord under this Section shall not depend upon the existence of fault or negligence but shall apply whether or not Tenant, Tenant's guests or invitees or any other person be at fault and shall include all legal liabilities arising without fault. Notwithstanding the foregoing, this section does not exculpate or limit the liability or cost of the Landlord or Agent from any liability arising under law.

9. **LANDLORD'S RIGHT OF INSPECTION AND ENTRY:** Tenant agrees that Landlord, Agent, or their respective agents, employees or representatives may enter the Apartment Unit upon at least 2 days' prior notice or as otherwise permitted under Prevailing Law, with or without Tenant's

presence, at reasonable hours (or at any time in the case of an emergency or pursuant to a court order), for the purpose of making inspections and repairs and to perform such other work that Landlord may deem necessary or at reasonable hours and with prior notice to Tenant for the purpose of displaying the same to prospective tenants or purchasers. No such prior written notice shall be necessary if Landlord has reasonable cause to believe the Apartment Unit has been abandoned by Tenant.

10. **ASSIGNMENTS OR SUBLETTING:** Tenant shall not assign, sublet or transfer Tenant's interest in the Apartment Unit, or any part thereof, without Landlord's prior written consent, which may be withheld in Landlord's sole and absolute discretion. Any assignment, subletting or transferring of the Apartment Unit without the prior written consent of Landlord shall be null and void and shall be a default under this Lease. Landlord's consent to any assignment, subletting or transferring shall not be deemed a waiver of this Section 10 or as a consent by Landlord to any subsequent assignment, subletting or transferring.

If Tenant wants to assign, sublet or transfer Tenant's interest in the Apartment Unit, or any part thereof, and Landlord has consented thereto, but Tenant is unable to find a third party to assume all of the obligations of this Lease, Tenant may execute a re-lease agreement, which will be kept on file in Landlord's office in the event of an injury from a third party. It is understood by Tenant that execution of re-lease agreement does not release Tenant from Tenant's obligations under this Lease, and Tenant understands that in the event an assignee, sublessee, or transferee is not found by either Tenant or Landlord, Tenant shall be responsible for payment of Rent for the entire Term of this Lease. Notwithstanding anything herein to the contrary, even if a third party executes the re-lease agreement, Tenant shall remain liable for all sums due under this Lease in the event of default by such third party.

In the event that Landlord consents to the assignment, subletting or transfer of Tenant's interest in Apartment Unit, Tenant and any guarantor(s) to this Lease shall remain liable under this Lease in the event of a default by the assignee or transferee. In order to document an assignment, sublease or transfer, Tenant must execute a re-lease agreement. Tenant can be assessed a fee equal to one monthly installment of Rent or a different amount set by Landlord.

Any sale of the Community shall not affect his Lease or any of Tenant's obligations, but upon which sale Landlord will provide Tenant with notice, assign this Lease to the new owner of the Community and consistent with MCL 554.614, transfer any deposit to Landlord's successor, Landlord and Agent shall thereafter be released from all of Landlord's obligations under this Lease and the new owner of the Community (and their agents, as may be applicable) will be responsible for the performance of the duties of Landlord which arises from and after the date of such notice.

11. **USE OF APARTMENT UNIT; COMPLIANCE WITH LAWS AND SCHOOL REGULATIONS:** Tenant agrees to abide by all applicable ordinances, codes, rules, regulations, and laws and to avoid disruptive behavior or conduct. Tenant shall not use or permit the Apartment Unit to be used in any manner that could or does result in any damage to the Apartment Unit. Additionally, if Tenant is a full or part-time student at a university or college, then Tenant also agrees to obey the rules and regulations outlined in that particular institution's student code of conduct or similar instrument(s).

12. BREACH, ABANDONMENT, FORFEITURE AND TERMINATION: Tenant will be in default under this Lease, without the necessity of demand or putting in default, if: (i) Tenant fails to pay the Rent or any other sum payable under this Lease or any addendum promptly as stipulated; (ii) voluntary or involuntary bankruptcy proceedings are commenced by or against Tenant; (iii) Tenant included any false information in Tenant's rental application; (iv) Tenant discontinues the use of the Apartment Unit for the purposes for which it was rented; (v) Tenant or any of Tenant's guests or invitees fails to maintain a standard of behavior consistent with the consideration necessary to provide reasonable safety, peace and quiet enjoyment to the other residents of the Community, such as being boisterous or disorderly, creating undue noise, disturbance or nuisance of any nature or kind, or engaging in any unlawful or immoral activities, and such activity or disturbance continues or occurs again after Landlord has given written notice to Tenant; (vi) Tenant is a convicted sex offender; (vii) Tenant is arrested for any criminal charges involving actual or potential harm to a person, or involving possession, manufacture, or delivery of a controlled substance or illegal drugs; (viii) any illegal drugs are found in the Apartment Unit; (ix) Tenant breaches any other term or covenant of this Lease or any addendum to this Lease; or (x) Tenant abandons or vacates the Apartment Unit prior to the expiration of the Term. If a default occurs, Landlord may, at its option, terminate this Lease and regain possession of the Apartment Unit in accordance with Prevailing Law, and such actions shall not be deemed an acceptance by the Landlord or a surrender of any rights of Landlord or otherwise constitute a release of Tenant from the terms of this Lease.

It is intended that Landlord's remedies shall be as broad as permitted under Prevailing Law. The exercise of any one remedy shall not be deemed exclusive of the right to collect the entire amount of unpaid Rent or damages, or of the Landlord's right to avail itself of any remedy allowed by Prevailing Law.

In addition to any other remedies and Landlord's rights hereunder and if permitted by Prevailing Law, Tenant shall pay all reasonable fees, costs and expenses (including reasonable attorneys' fees, costs and expenses as allowed by Prevailing Law), which shall be incurred or expended by Landlord due to Tenant's breach of this Lease, for enforcement of this Lease, for recovery of possession of the Apartment Unit, and for recovery of Rent or other sums due under this Lease. Any Rent or damages which remain unpaid after default shall bear interest at the rate of 7% per annum.

13. DAMAGE TO THE APARTMENT UNIT: If the Apartment Unit is partially damaged or destroyed by fire or other casualty not attributable to the negligence or carelessness of Tenant or Tenant's guests or invitees, the Apartment Unit shall be promptly restored and repaired by Landlord and any Rent for the period that the Apartment Unit is untenantable shall abate, unless Landlord provides Tenant with suitable alternative living space, in which event Rent will not be abated. If, however, the Apartment Unit is substantially damaged or destroyed by fire or other casualty not attributable to the negligence or carelessness of Tenant or Tenant's guests or invitees, Tenant may elect to (i) immediately vacate the Unit and notify the Landlord in writing within 14 days thereafter of Tenant's intention to terminate this Lease, in which case this Lease terminates as of the date of vacating, or (ii) if continued occupancy is lawful, vacate any part of the Apartment Unit rendered unusable by such fire or other casualty, in which case Tenant's liability for Rent is reduced in proportion to the diminution in the fair market value of the Apartment Unit. Notwithstanding the foregoing, it is expressly understood and agreed that Tenant shall not be excused from paying Rent. If the damage or destruction to the Apartment Unit is the result of or is attributable to the negligence or carelessness of Tenant or Tenant's guests or invitees, and Tenant shall be charged for the cost and expense of any repairs or clean-up attributable to such negligence or carelessness.

14. **INSURANCE:** Tenant acknowledges and agrees that: (A) In no event shall Landlord or Agent be liable for or required to insure any personal or other property of Tenant located within the Apartment Unit, the Community or otherwise at any time during the Term; (B) such personal or other property of Tenant could be damaged, destroyed or stolen during the Term; and (C) certain accidents, incidents or other events could arise or occur during the Term which could result in injury, damage or liability to or for Tenant or others. All personal or other property placed or kept in the Apartment Unit, or in any storage room or space, or anywhere in the Community shall be at Tenant's sole risk and neither Landlord nor Agent shall be liable for any damages to, or loss of, such property. Tenant is encouraged to secure apartment-dwellers', renters, or similar insurance to cover any damage or loss to personal property kept by Tenant in or about the Apartment Unit, and other available insurance coverage insuring against events referenced above or any other insurable occurrences, events, accidents or incidents.
15. **RELOCATION:** For purposes of operating efficiency, Landlord reserves the right, upon 5 days advance written notice when possible, to relocate Tenant to another apartment unit at the Community of similar size and value, though Tenant understands and agrees that variations in size, location and value may occur. In the event of such relocation, this Lease shall be automatically amended so as to make the "Apartment Unit" the new apartment unit. Landlord may, without obligation, assist Tenant in moving Tenant's personal property to such new unit, though Landlord understands that the form of manner of such assistance shall be in Landlord's sole discretion. Tenant understands and agrees that Tenant shall not have any right to compel Landlord to assist Tenant to move in any particular manner, and Tenant agrees that Tenant shall have no right to demand reimbursement of any kind related to any expenses incurred by Tenant in relocating to another apartment unit. Should Tenant fail or otherwise refuse to relocate, such refusal or failure shall be considered a default of this Lease.
16. **PARKING AND COMMON AREAS:** Various areas of the Community are designated and intended for the use in common by all Tenants, including walkways, hallways, parking areas, an amenities deck and other amenities made available by Landlord which shall be used by Tenant in accordance with the Rules and Regulations (as hereinafter defined). Landlord reserves the right to set the days and hours of use for all common areas and amenities and to change the character of or close any common area based upon the needs of Landlord and in Landlord's sole and absolute discretion, without notice, obligation or recompense of any nature of Tenant. Certain common areas may have installed video surveillance cameras. Tenant hereby acknowledges and agrees that any vandalism and/or illegal activity caught on videotape can and will be used against them.
17. **GUARANTY:** Landlord may require, as a condition precedent of Landlord's choosing to enter into this Lease with Tenant, a binding guaranty (the "Guaranty") of Tenant's parent or other sponsor (the "Guarantor"), which will cause the Guarantor to be jointly and severally liable for all of Tenant's obligations hereunder. Landlord reserves the right to terminate this Lease or terminate Tenant's possession of the Apartment Unit in the event such Guaranty is not fully executed, notarized and returned within 15 days from the date of execution of this Lease by Tenant, or prior to Tenant's taking possession of the Apartment Unit, whichever time period is shorter, or if for any reason the Guaranty terminates at any time during the Term. Tenant understands that the Guaranty must be obtained directly from the Guarantor and that Landlord reserves all right, both civil and criminal for any false execution or forgery of the Guaranty. Tenant acknowledges that this Lease is for an essential necessity of Tenant, and that Tenant shall be fully bound by all the terms, conditions,

covenants and provisions hereof irrespective of Tenant's age or legal status. **The execution of the Guaranty constitutes an additional assurance to Landlord of the performance of the terms, conditions, covenants and provisions of this Lease and shall not be construed as a release of Tenant's responsibilities and obligations hereunder.**

18. CHECK-IN PROCEDURES; TENANTS DUTIES UPON EXPIRATION OR

TERMINATION: A Move In/Move Out Condition Report, which is incorporated herein by reference as Addendum "A" (The Condition Report), will be provided to Tenant at the time that Tenant moves into the Apartment Unit. Within seven (7) days of the day on which Tenant moves in, Tenant must indicate in writing on the Condition Report any defects or damages in the Apartment Unit; otherwise, the Apartment Unit and the fixtures, furniture, furnishings and appurtenances in the Apartment Unit will be deemed to be in a clean, safe and good working condition and tenant will be responsible for defects or damages that may have occurred before Tenant moved in. Except for what Tenant indicates in writing on the condition Report, **TENANT ACCEPTS THE APARTMENT UNIT AND THE FIXTURES, FURNITURE, FURNISHINGS AND APPURTENANCE IN THE APARTMENT UNIT IN THEIR "AS-IS" CONDITION WITH ALL FAULTS. LANDLORD MAKES NO EXPRESS WARRANTIES AND DISCLAIMS ANY AND ALL IMPLIED WARRANTIES WITH REGARD TO THE APARTMENT UNIT AND/OR THE FIXTURES, FURNITURE, FURNISHINGS, AND APPURTENANCES IN THE APARTMENT UNIT TO THE EXTENT ALLOWED UNDER PREVAILING LAW.** Agent and Tenant shall sign the Condition Report which shall be conclusive evidence of the accuracy of the condition of the Apartment Unit. Landlord shall give to Tenant a copy of the Condition Report upon request. The Condition Report also provides Tenant with an additional notice of Tenant's rights under Michigan law.

19. CHECK-OUT PROCEDURES; TENANTS DUTIES UPON EXPIRATION OR

TERMINATION: Before surrendering possession of the Apartment Unit, Tenant must give Landlord advance written notice but such notice will not release Tenant from any liability for the full Term of this Lease and Tenant will remain liable for Tenant's obligations under this Lease for the remaining Term. Upon Tenant's surrendering possession of the Apartment Unit at the expiration or earlier termination of this Lease, Tenant may elect to conduct a joint inspection of the Apartment Unit with Landlord, Agent or their agent, employee or representative and note in the space provided on Landlord's copy of the Condition Report the condition of the Apartment Unit, including all fixtures, furniture, furnishings, and appurtenances therein, and any damage done thereto which is deemed by Landlord to have arisen during Tenant's occupancy and use of the Apartment Unit.

On or before Tenant's surrendering possession of the Apartment Unit at the expiration or earlier termination of the Lease, and in addition to, and not in lieu of the other duties and obligations under this Agreement, Prevailing Law, or in any document incorporated herein by reference, Tenant shall have the duty and obligation to fulfill or perform the following duties:

- i. Remove all items of personal property that are not the property of the Landlord prior to 1:00 p.m. check-out time on the expiration date of the Term. Any such property not removed will be deemed abandoned and, in the event Tenant fails to do so, Landlord shall have the right to remove the same from the Apartment Unit. Landlord is under no obligation to safeguard property removed under this section.
- ii. Immediately vacate the Apartment Unit at the time of said expiration or termination;

- iii. Return the Apartment Unit to Landlord in substantially the same or better condition as the Apartment existed when Tenant took possession, clean and free of trash and debris, and with all applicable fixtures, furniture, furnishings and appurtenances in good condition and clean and suitable for use by the subsequent Tenant.
- iv. Pay all unpaid Rent and other charges or amounts due from Tenant to Landlord, including charges for damages, the amount of which shall be determined in the reasonable discretion of Landlord.
- v. Return all door keys and/or electronic access cards to the Apartment Unit to Landlord, as well as all mailbox keys and keys or electronic access to all other facilities in the Community to Landlord;
- vi. Comply with and fulfill all other duties, liabilities, requirements and obligations of Tenant under the Lease.

In addition to any other remedy Landlord may have, Tenant's failure to abide by the provisions of this Section may result in forfeiture of Tenant's right to recover all or a portion of the Security Deposit as contemplated in Section 4, and any and all actual and consequential damages as permitted by Prevailing Law.

TENANT ACKNOWLEDGES AND AGREES THAT IN THE EVENT TENANT FAILS TO VACATE AS PROVIDED HEREIN, TENANT'S FAILURE MAKES CERTAIN REMEDIES AVAILABLE TO LANDLORD (WHICH ARE IN ADDITION TO OTHER REMEDIES AVAILABLE TO LANDLORD), WHICH REMEDIES INCLUDE THE RECOVERY BY LANDLORD OF THE GREATER OF (i) 3 MONTHS RENT; (ii) THE AMOUNT OF ACTUAL DAMAGES INCURRED BY LANDLORD, PLUS REASONABLE ATTORNEYS' FEES, AND SUCH ACTUAL DAMAGES COULD BE SUBSTANTIAL INASMUCH AS THE FAILURE OF TENANT TO VACATE MAY AFFECT, LIMIT, INHIBIT OR EVEN PROHIBIT THE ABILITY OF LANDLORD TO LEASE THE APARTMENT UNIT TO A SUBSEQUENT TENANT OR RESULT IN LANDLORD'S BREACH OF ITS LEASE WITH SUCH SUBSEQUENT TENANT.

As a convenience to Tenant and in order to assist Tenant in the performance of Tenant's obligations under this Lease, upon the expiration or termination of the Term, Tenant hereby requests and authorizes the Landlord to perform, or cause to be performed, the following basic services immediately subsequent to the expiration or termination of the Term ("Requested Post Term Services"): carpet cleaning, re-painting and basic apartment cleaning; such Requested Post Term Services to be similar to those performed by, or caused by Landlord to be performed, immediately prior to the Term. The reasonable cost of such Requested Post Term Services shall be paid from the redecoration fee and any cost that exceeds that amount shall be payable by Tenant to Landlord as Additional Rent (the liability for which shall accrue during the Term, but which shall not become payable until the Requested Post Term Services are performed) and the obligation of Tenant to pay the same shall survive the expiration or termination of this Lease. Tenant acknowledges that the performance of the Requested Post Term Services are not in lieu of the obligations of Tenant to otherwise perform its obligations under this Lease, but rather are being performed, or Landlord will cause the same to be performed, because Tenant has requested the same as a convenience and in order to assist Tenant.

20. **RULES AND REGULATIONS:** Tenant understands and agrees that Tenant is subject to the rules and regulations attached hereto as Addendum "B" (the "Rules and Regulations"), which are hereby incorporated into and comprise a part of this Lease. By exercising this Lease, Tenant

acknowledges that Tenant has read and agrees to abide by the Rules and Regulations and to require Tenant's guests and invitees to abide by the Rules and Regulations. Tenant understands and agrees that nonperformance or breach of any of the Rules and Regulations will constitute a default by Tenant under this Lease and Landlord will have the right to exercise any rights and remedies afforded to it hereunder or by Prevailing Law. The Landlord may make changes to the Rules and Regulations, and, upon 30 day written notification to Tenant of such changes, such amended Rules and Regulations shall be deemed as equally binding upon Tenant and Tenant's guests and invitees as if originally set forth herein. These rules and regulations and changes to them that may be required in the future, are required to protect the health, safety and quiet enjoyment of the Tenants and their guests.

21. **BILLING RIGHTS:** Landlord, in its sole and absolute discretion, and as a service to Tenant, may bill Tenant in the form of an invoice monthly for Rent and other sums due. The absence of an invoice does not negate the amounts due. It is further understood that landlord may elect to discontinue this service. If Tenant believes an invoice is incorrect, Tenant shall notify Landlord in writing within 5 days of the date of the invoice. In the notice, Tenant shall include Tenant's name and apartment unit number and the dollar amount of the suspected error, and describe the suspected error and explain why Tenant believes there is an error. Tenant is still obligated to pay all amounts due until such time the questions are resolved.

22. **RENTAL APPLICATION:** Tenant warrants that all information provided by Tenant to Landlord on the rental application is true, correct and complete. Landlord has relied upon the information provided by Tenant and has leased the Apartment Unit to Tenant in reliance upon such information. Should any statement made on the rental application be a misrepresentation or not a true statement of fact, Tenant shall be considered in default of this Lease and this Lease may be terminated by Landlord, in its sole and absolute discretion.

23. **NOTICES:** Landlord has designated _____ Agent as its agent for the purpose of managing and operating the Community, acting for and on behalf of Landlord for the purpose of service of process and receiving and receipting for notices and demands, and exercising any of Landlord's rights hereunder, provided, however, that Agent is not personally liable for any of Landlord's contractual, statutory or other obligations merely by virtue of acting on Landlord's behalf and all provisions in this Lease regarding Landlord's nonliability and nonduty apply to Agent as well. All notices, consents, waivers and other communications required or permitted to be give hereunder or otherwise shall be in writing and shall be deemed to have been given (i) if personally delivered, (ii) if mailed by certified United States mail, return receipt requested, or an authorized private overnight carrier such as FedEx or UPS, in each case upon receipt or refusal of delivery, or (iii) if emailed, upon sending of the email by the party providing such notice, consent, waiver or other communication. All notices, consents, waivers and other communications required or permitted to be given hereunder or otherwise to Landlord shall be sent to Landlord c/o eL The Element, LLC, 139 West Lake Lansing Road, Suite 210, East Lansing, Michigan 48823, or at such other address as Landlord or Agent shall have previously specified by notice in writing and to Tenant. All notices, consents, waivers and other communications required or permitted to be given hereunder or otherwise to Tenant shall be sent to tenant at the Apartment Unit or at such other address as Tenant shall have previously specified in writing to Landlord or at the email address provided by Tenant in Tenant's rental application. Notwithstanding anything herein to the contrary, Landlord may not send notice or any other communications by email if such notice or other communication is regarding termination of this Lease or eviction of Tenant.

24. **AMENDMENTS AND WAIVERS:** No amendment to the terms, conditions, covenants or provisions of this Lease shall be valid or effective unless made in writing and signed by Landlord or Agent and Tenant. No waiver of a breach of any term, condition, covenant or provision or any other terms, conditions, covenants and provisions in this lease shall be construed to be a waiver of a succeeding breach of the same term, condition, or covenant or provision of this Lease. The failure of Landlord to insist upon strict performance of any of the terms, conditions, covenants or provisions of this Lease shall not be construed as a waiver or relinquishment of any such terms, conditions, covenants or provisions, but the same shall be and remain in full force and effect. The receipt by Landlord of Rent, with knowledge of the breach of any term, condition, covenant or provision hereto, shall not be deemed a waiver of such breach, and no waiver by Landlord of any term, condition, covenant or provision hereof shall be deemed to have been made unless expressed in writing and signed by Landlord. Notwithstanding anything herein to the contrary, acceptance of Rent with knowledge of a default by Tenant or acceptance of performance by Tenant that varies from the terms, conditions, covenants and provisions hereof shall not constitute a waiver of Landlord's right to terminate this Lease for such breach, unless otherwise agreed after such breach has occurred; provided, however, if breach of a continuing duty is involved, acceptance of Rent or performance will not bar Landlord's remedy for a later or other breach and acceptance of unpaid Rent paid after expiration of a termination notice does not constitute a waiver of the termination.
25. **PREVAILING LAW:** Notwithstanding anything herein to the contrary, no term, condition, covenant or provision of this Lease, the Rules and Regulations, or any addendum or amendment hereto or thereto, shall be enforceable if the enforcement of such term, condition, covenant or provision is prohibited or in conflict with Prevailing Law in the State of Michigan, including the Landlord-Tenant Relations Act and Truth in Renting Act.
26. **FURNITURE:** Tenant acknowledges that the monthly Rent paid by Tenant under this Lease does not include any bedroom or common area furniture in the Apartment Unit. Notwithstanding the foregoing, Tenant may indicate its desire to have Landlord furnish common area furniture in the Apartment Unit on Addendum "C" attached hereto and Landlord will do so for the additional monthly charge(s) set forth on Addendum "C", provided that all Tenants of the Apartment Unit elect and agree to have Landlord furnish common area furniture.
27. **UTILITY SERVICES:** Each apartment has available to it all normal utility services, such as cable TV, internet, electricity, water and sewer. Tenant acknowledges that the monthly Rent paid by Tenant under this Lease includes the following utility services: basic cable TV and internet and trash removal. Tenant acknowledges that Tenant shall be responsible for arranging and paying all charges for all electric, water, and sewer services furnished to the Apartment Unit directly with the utility provider.
28. **MISCELLANEOUS:** This Lease shall be construed, interpreted and governed in accordance with the laws of the State in which the Community is located ("Prevailing Law"), notwithstanding the residence or principal place of business of any party hereto, the place where this Agreement may be executed by any party hereto or the provisions of any jurisdiction's conflict-of-laws principles. Any action or proceedings seeking to enforce any term, condition, covenant or provision of, or based on any right arising out of, this Lease may be brought against either of the parties hereto in the courts of the State in which the Community is located, or if it has or can acquire jurisdiction, in the United States District Court for the district in which the Community is located, and each of the parties

hereto consent to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid herein. Process in any action or proceeding referred to in the preceding sentence may be served on any party hereto anywhere in the world. Time is expressly declared to be of the essence of this Lease. Subject to the limitations contained herein with respect to the assignment of Tenant's interest under this Lease, all terms, conditions, covenants and provisions hereof shall be binding upon, and inure to the behalf of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns. This Lease, the rental application, the Rules and Regulations, any addendums hereto, and the Guaranty(s) constitute the sole and complete agreement of the parties hereto concerning the Apartment Unit and correctly set forth the rights and obligations of the parties hereto. Any agreement or representation between the parties hereto respecting the subject matter of the Lease, whether oral or in writing, which is not expressly set forth in this Lease, is null, void and of no legal force or effect. The captions in this Lease are for convenience only, shall not be deemed a part of this Lease and in no way define, limit or extend or describe the scope of any terms, conditions, covenants or provisions hereof. Except to the extent otherwise stated in this Lease, references to "section" or "Sections" are to Sections of this Lease. All words used in this Lease shall be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms. The terms "herein", "hereof", "hereto", or "hereunder" or similar terms shall be deemed to refer to this Lease as a whole and not to a particular Section. In any term, condition, covenant or provision relating to the conduct, acts or omissions of Tenant, the term "Tenant" shall include Tenant's invitees or others using the Apartment Unit with Tenant's express or implied permission. In the event that any part of this Lease is construed or declared unenforceable, the remainder shall continue in full force and effect as though the unenforceable portion or portions were not included herein. This Lease may be executed in one or more counterparts by original, facsimile, or electronic signature, each of which shall be deemed to be an original copy of this Lease and all of which, when taken together, shall be deemed to constitute one and the same Lease. Tenant shall not record this Lease in the public records of the County or State, and in the event this Lease becomes of public record, Tenant hereby names Landlord or Agent its agent and authorizes such party to remove it from the public record, and agrees to pay any costs or expenses associated therewith.

29. **ACKNOWLEDGMENT:** TENANT HEREBY ACKNOWLEDGES THAT TENANT HAS READ THIS LEASE, THE RENTAL APPLICATION, THE RULES AND REGULATIONS, AND ANY ADDENDUMS DESCRIBED HEREIN. TENANT UNDERSTANDS THAT THE RULES AND REGULATIONS MAY BE AMENDED FROM TIME TO TIME AND ARE FOR THE PURPOSE OF PROTECTING THE APARTMENT UNIT AND PROVIDING FOR THE SAFETY AND WELL BEING OF ALL OCCUPANTS OF THE APARTMENT UNIT, AND AFFIRMS THAT TENANT WILL, IN ALL RESPECTS, COMPLY WITH THE TERMS, CONDITIONS, COVENANTS AND PROVISIONS OF THIS LEASE. TENANT ACKNOWLEDGES THAT THIS LEASE IS A LEGAL DOCUMENT AND IS INTENDED TO BE ENFORCEABLE AGAINST TENANT IN ACCORDANCE WITH ITS TERMS, CONDITIONS, COVENANTS AND PROVISIONS. TENANT SHOULD SEEK COMPETENT LEGAL ADVICE IF ANY PORTION OF THIS LEASE OR RELATED DOCUMENTS IS NOT CLEAR OR OTHERWISE UNDERSTOOD BY TENANT.

30. **LEGAL NOTICES:** Any Tenant who has occupied a rental unit for more than thirteen (13) months may terminate this Lease by a sixty (60) day notice to the Landlord if one of the following occurs: (a) Tenant becomes eligible during the lease term to take possession of a subsidized rental unit in subsidized housing and provides Landlord with written proof of that eligibility; and/or (b) the Tenant becomes incapable during the lease term of living independently, as certified by a physician in a notarized statement.

A Tenant who has a reasonable apprehension of present danger to him or her or his or her child from domestic violence, sexual assault, or stalking may have special statutory rights to seek a release of this Lease under MCL 554.601(b).

Tenant hereby agrees that upon breach of this Lease by Tenant, Landlord may accelerate any remaining rent due for the balance of the Lease term and Tenant shall be liable for that complete accelerated balance. However, Tenant may not be fully liable for that accelerated amount due to Landlord's obligation to minimize/mitigate its damages, Landlord and Tenant have the right to have a court of competent jurisdiction and proper venue (as agreed herein) determine the amount of accelerated rent owed, if any.

This Lease may be amended by Landlord upon 30 day written notice, without consent of Tenant, in the event(s) of: (a) changes required by federal, state or local law or rule or regulation; (b) changes in the rules relating to the Community that are required to protect the physical health, safety, or peaceful environment of Tenants and guests; and (c) changes in the amount of rental payments to cover additional costs in operating the Community that are incurred by the Landlord because of increases in ad valorem property taxes, changes for the electricity, heating fuel, water, or sanitary sewer services consumed in the Community, or increases in premiums paid for liability, fire, or worker's compensation insurance.

MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS AGREEMENT IS REQUIRED TO COMPLY WITH THE TRUTH IN RENTING ACT AND OTHER LAWS. IF YOU HAVE A QUESTION ABOUT THE INTERPRETATION OR LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Lease on the day and year written below.

AGENT:

eL 903 The Element, LLC

By: _____ Date: _____

Printed Name _____

Title _____

TENANT:

_____ Date: _____

Printed Name _____

eL 903 THE ELEMENT, LLC

Addendum "C" to Lease
Additional Agreements

The following paragraphs, as and when executed, are a binding part of Tenant's Lease with Landlord.

- 1. **PETS:** Pets are not allowed without a signed Pet Agreement attached hereto as Addendum "D". By initialing "YES" after this paragraph, Tenant hereby indicates Tenant's desire to enter into a Pet Agreement.

Please initial ONE of the following:

Yes _____
No _____

- 2. **FURNITURE – TENANT'S BEDROOM AND COMMON AREA:** By initialing "YES" after this paragraph, Tenant hereby indicates Tenant's desire to have Tenant's common area in the Apartment Unit furnished for an additional monthly charge of Fifty Dollars (\$50.00) per Tenant.

Please initial ONE of the following:

Yes _____
No _____

If all Tenants in Tenant's Apartment Unit do not initial each of the preceding paragraphs in the same manner, such inconsistent preceding paragraph will be deemed to have been initialed "NO".

- 3. **COVERED PARKING:** (Must initial by one option)

_____ **COVERED PARKING:** Covered parking is provide on a limited basis as set by management for an additional fee of \$50. By initialing by this paragraph, Tenant hereby indicates Tenant's desire to have covered parking.

_____ **NO PARKING:** No parking spot is required by Tenant. By initialing by this paragraph, Tenant understands that upon move in day a parking spot may not be available.

REGISTER CAR FOR COVERED AND NON COVERED PARKING: (Tenant must register car)

MODEL _____ **MAKE** _____ **YEAR** _____ **COLOR** _____

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Addendum on the day and year written below.

AGENT:

eL 903 The Element, LLC

By: _____ Date: _____
Printed Name _____
Title _____

TENANT:

_____ Date: _____
Printed Name _____