

LEASE

THIS LEASE, is hereby made and entered into this ____ day of _____ between KMI L.L.C. (d.b.a. Wynwood Townhouses), hereinafter called "LESSOR," and The City of Columbia, Missouri, hereinafter called "LESSEE."

WITNESSETH:

PREMISES: LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR the premises known as 4901 Aztec Boulevard, Apartment #04 in Columbia, Missouri for the term of one (1) year X or a month to month basis ___ commencing at 12:01 a.m. on the 1st day of July, 2016, and ending at midnight on the 30th day of June, 2017.

IN CONSIDERATION THEREOF, THE PARTIES COVENANT AND AGREE:

RENT AND LATE CHARGES: LESSEE shall pay to LESSOR as rent for the use of said premises the sum of Three Hundred Dollars (\$ 300.00) per month for the term created by this lease, due and payable in advance on the first day of each month during said term at the home or office of LESSOR in Boone County, Missouri. Sixty (60) days notice is required before the end of your lease to notify the office of your intent of vacating or renewing your lease.

All payments by LESSEE to LESSOR shall first be credited to LESSEE'S outstanding balance, if any, for repairs or for delinquent rent, then to late fees, then to any other amount owed excluding the current month's rent, and lastly to the current month's rent.

If rent is not paid on the first day of each month, LESSEE agrees to pay as additional rent the sum of Five Dollars (\$5.00) per day for each day rent is overdue as liquid damages, actual damages being impossible to ascertain. In the event LESSEE has not paid rent by the fifth (5th) day of the month, LESSOR shall have the option of declaring all rent for the remaining term of the Lease due immediately.

HOLDING OVER WITH LESSOR'S CONSENT: If LESSEE remains in said premises with LESSOR'S consent after the term of this Lease has expired, then all requirements, obligations, and conditions of this Lease shall remain in full force and effect. The term of the new Lease shall be for the same length of time as the original Lease unless the parties agree in writing to different term for the new Lease. The LESSOR'S consent may be obtained in writing or by LESSOR'S action of cashing LESSEE'S rent payment for the first month of the new term. If LESSEE is on a month to month basis a minimum of thirty (30) day notice based on a calendar month is required in writing.

SECURITY DEPOSIT: Concurrently with execution of this Lease, LESSEE agrees to deposit with LESSOR the sum of Five Hundred Seventy Five Dollars (\$ 575.00) to be held by LESSOR as a guarantee that LESSEE will perform all covenants of this Lease to be performed by him. LESSOR shall have the right, without prejudice to any of its remedies, to apply all or any part of said deposit to payment for damages to the premises or Building or to any delinquent rent; but it is agreed that said deposit is not a prepayment of rent. LESSEE agrees that said deposit is not a trust fund and may be commingled with LESSOR'S funds, and that LESSOR is not required to pay interest thereon. Said deposit or balance, after deduction for damages, unpaid rent, late charges, bad check fees, attorney fees or any other amount owed by LESSEE to LESSOR, shall be refunded only upon termination of this Lease, and delivery of possession of the premises, as herein provided, to LESSOR, if LESSEE shall not be then in default of any covenant or condition herein contained.

UTILITIES: LESSEE, in addition to the rent herein, will pay for all of his utilities, electricity, gas, and telephone. LESSOR shall not be liable for any damage that may result from failure or operation of said facilities, services, fixtures, or equipment for any reason whatsoever, nor shall temporary interruption in any of such services or facilities have any effect upon this Lease. LESSEE, upon acceptance of this Lease by LESSOR, shall make his own arrangements with the utilities company for all such services to be connected and made available.

POSSESSION: If the premises are not delivered to LESSEE on or before the beginning of the term, rent shall abate pro rata until possession of the premises is given to LESSEE, and such abatement shall be in full settlement of LESSEE'S damages from delay in receiving possession. If LESSEE occupies the premises in advance of the term, rent shall be paid pro rata to the beginning of the term.

SURRENDER OF PREMISES: At the end of other termination of this Lease, LESSEE shall surrender possession of the

premises and appurtenances in good condition and repair as when received, normal wear and tear expected.

USE OF PREMISES: The premises shall be used and occupied only by LESSEE and members of its police department as a police substation. LESSEE shall not do or permit to be done on the premises anything in violation of any federal, state, county or municipal law, ordinance, order, rule or regulation, nor anything that tends to injure the reputation of the premises or Building or disturbs any tenant of the Building. Except for trained police canines, LESSEE shall not keep any animal or bird in the premises or Building without written consent of LESSOR, nor shall LESSEE place anything on the outer sill or outside window, or on terrace railings, or on the exterior of the premises or Building, nor display signs or advertisements in any form inside or outside the Building without written consent of LESSOR. LESSOR hereby consents that LESSEE may place signage at locations agreed to in writing by the Parties.

CONDITION OF PREMISES: LESSEE agrees that no representation as to the condition or repair of the premises or Building, nor any promise to clean, decorate, alter, repair or improve the premises has been made by LESSOR, except as herein set forth. LESSEE'S entry into possession of the premises shall be conclusive evidence against LESSEE that the premises and appurtenances were in good order and repair. LESSEE has inspected the premises, and does acknowledge that the premises are in a clean, good and habitable condition and that all doors and windows are in good repair with acceptably operable locks and keys. LESSEE accepts the premises in the present condition thereof, agrees to keep and maintain the same in as clean and good condition as a present, and free from debris, danger of fire or any nuisance. At the expiration of this Lease, LESSEE will deliver the premises without notice to the LESSOR in a clean and as good condition as when he received the same, ordinary wear and tear expected. The light bulbs and batteries in all appliances, devices, and fixtures are in operating condition.

DELIVERY OF KEYS: LESSEE agrees to deliver all keys and copies thereof to LESSOR at termination of the tenancy. LESSEE shall be responsible for all rents and other charges provided in this Lease until LESSEE'S delivery of all keys to LESSOR.

DUTIES OF LESSOR: LESSOR shall furnish to the premises located in each apartment, standard mechanical connections for electric or gas and also a stove and refrigerator. Such facilities and all fixtures and equipment in the premises are provided for the accommodations of LESSEE, and LESSOR shall not be liable for any damage that may result from failure or operation of said facilities, services, fixtures or equipment for any reason whatsoever, nor shall temporary interruption in any of said services or facilities have any effect upon this Lease.

MAINTENANCE: LESSEE shall take good care of the premises and the appurtenances, equipment and fixtures therein, and shall keep them in good order and sanitary condition, and shall return the same at the end or other termination of this Lease in as good condition as when received, ordinary wear and damage excepted. LESSEE shall use, operate and maintain the equipment furnished by LESSOR in accordance with the directions of the manufacturer and such additional instructions as LESSOR may give. LESSOR may repair at the expense of LESSEE all damage to the premises, the Building, its fixtures, appurtenances or equipment, caused by negligence or improper conduct of LESSEE or LESSEE'S servants, employees, agents, visitors, licensees or any member of LESSEE'S household, and all expenses so incurred shall be considered additional rent. LESSOR shall maintain and keep in good condition the roof, walls, structural parts, main hallways, and all other commonly used parts and portions of the Building. All snow and ice removal near or on premises, walks, and porches is the responsibility of LESSEE and will be removed by LESSEE.

ALTERATIONS: LESSEE shall make no alterations, additions or improvements in or to the premises except with the prior written consent of LESSOR, and then only by mechanics or contractors approved by LESSOR or by LESSEE'S own staff. All alterations, additions and improvements upon or affixed to the premises shall become the property of LESSOR and remain part of the premises unless LESSOR elects that they shall be removed, in which event they shall be removed and the premises restored to their original condition by and at the expense of LESSEE. This includes specifically but is not limited to window shades, Venetian blinds, light fixtures, traverse and curtain rods, locks, bolts, towel bars, racks, attached floor coverings other than carpeting, built-in cases and cabinets, and other fixtures of similar nature.

RIGHT TO ENTER, INSPECT AND REPAIR: LESSOR shall have the right to enter and inspect or show the premises to prospective lessees during the day or evening and to make such repairs, alterations and improvements to the premises and Building as LESSOR may deem necessary and LESSOR is not required to provide LESSEE with advance notice of LESSOR'S intent to enter the premises. Any repairs, alterations and improvements undertaken by LESSOR shall be executed with reasonable diligence and all portions of the premises and Building affected thereby shall be restored to as good condition as

before the work. LESSOR shall not be liable for inconvenience caused to LESSEE by any such work, nor shall any entry or activity incident thereto have any effect upon this Lease or upon the obligations of LESSEE thereunder. If entry into the premises shall be necessary on account of an emergency or permissible under the terms of this Lease and LESSEE shall not be present to open the premises, LESSOR may enter by use of a master key or may forcibly enter, and LESSOR shall incur no liability therefor and such entry shall have no effect on this Lease.

UNTENANTABILITY: If the premises or the Building are made untenable by fire or other casualty, LESSOR may elect (a) to terminate this Lease as of the date of the occurrence by notice to LESSEE within thirty (30) days after that date, or (b) to repair or restore the premises or Building at LESSOR'S expense within one hundred twenty (120) days after LESSOR is able to take possession of the damaged portion and undertake the work, in which later event this Lease shall not terminate but rent shall abate on a per diem basis while untenability continues. If LESSOR elects to repair or restore the premises or Building and does not substantially complete the work within such one hundred twenty (120) day period, either party may terminate this Lease as of the date of the fire or casualty by notice to the other party not later than one hundred twenty (120) days after LESSOR actually commenced the work. Delays in the work resulting from conditions not reasonably within the control of LESSOR shall be excluded in computing the one hundred twenty (120) day period of time. If this Lease is terminated pursuant to this paragraph, rent shall be apportioned on a per diem basis and paid to the date of the fire or casualty.

DEFAULT: If LESSEE shall vacate or abandon the premises, or if proceedings under any bankruptcy act shall be instituted by or against LESSEE, or if default be made in the payment of rent after the same is due, or upon breach of any covenants or agreements herein contained, LESSOR shall have the right to enter and take possession of the premises, and LESSEE agrees to deliver same without process of law; and this Lease, at the option of LESSOR, shall terminate, but the obligation of LESSEE to pay rent shall remain in full force and effect and LESSEE shall be liable for any loss or damage to LESSOR by reason of LESSEE'S failure to comply with the terms hereof.

In the event of default, if LESSOR or his agent employs the services of any debt collector or attorney to collect any money due under this agreement, the undersigned hereby consents that the debt collector or attorney may contact the undersigned at such times and places as said debt collector deems appropriate, and may contact any persons for the purpose of acquiring information to aid in the collection of any debt.

In the event of default, if LESSOR incurs any expenses in attempting to relet the premises as a result of LESSEE vacating the premises prior to the end of the Lease, LESSEE shall pay and/or reimburse LESSOR for all expenses incurred in LESSOR'S attempt to relet the premises, including but not limited to, advertising expenses and fees paid to third parties in an attempt to locate a new lessee.

TERMINATION: If LESSEE shall die during the term hereof LESSEE'S legal representatives shall have the right to terminate this Lease on the last day of any month during the term, provided there is no default of any provision of this Lease, by giving fifteen (15) days prior written notice to LESSOR accompanied by payment of (1) a cancellation charge equal to two times the monthly rent herein reserved, (2) rent to the effective date of such cancellation and possession of the apartment.

ASSIGNMENT AND SUBLETTING: LESSEE shall not assign this Lease or any interest thereunder, or permit any lien upon LESSOR'S or LESSEE'S interest by operation of law, or sublet the premises or any part thereof, or allow anyone to come in through, with or under LESSEE, without advance written consent of LESSOR in each and every such instance. All cost of advertising said apartment will be borne by LESSEE if LESSOR agrees to subleasing.

SUBORDINATION: This Lease is and shall be subordinate to all ground leases and mortgages or deeds of trust which may now or hereafter affect the real estate of which the premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. LESSEE shall execute promptly any certificate of instrument requested by LESSOR to evidence such subordination.

NOTICE: All notices to be given under this Lease by either party shall be in writing. Notice to LESSOR shall be sufficiently served if sent by registered mail, postage prepaid, properly addressed to LESSOR at the address where the last previous rent hereunder was paid. Any notice, bill, statement or communication which LESSOR may desire or be required to give to LESSEE shall be deemed sufficiently served or rendered if delivered to LESSEE personally, or if sent by registered mail, postage prepaid, addressed to LESSEE at City of Columbia Police Department, P.O. Box 6015, Columbia, Missouri 65205, and the time of giving of such notice or communication or rendition of such bill or statement shall be deemed to be the time when the same is delivered to LESSEE, or mailed as herein provided.

GENERAL PROVISIONS: This Lease contains the entire agreement between the parties and shall not be changed, modified or discharged in whole or part except by an agreement in writing signed by LESSOR and by LESSEE or his legal representatives. No act except an express written waiver shall be construed as a waiver of any right given LESSOR by this Lease. All covenants and agreements of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns, respectively, of LESSOR and LESSEE.

NON-WAIVER: Failure of LESSOR to insist upon the strict performance of the terms, covenants, agreements and conditions herein contained or any of them, shall not constitute a waiver or relinquishment of LESSOR'S right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

TERMINATION FOR CAUSE: If LESSEE violates any of the conditions of this Lease, LESSOR or his agent, after giving ten (10) days notice to quit possession, shall have the right to reenter the premises and take possession thereof, or to oust LESSEE, subtenant or undertenant by the proper procedure.

SALE OF PREMISES: If the premises are sold or conveyed by LESSOR, this Lease shall be deemed to be assigned from LESSOR to the grantee and all rights and remedies contained in this Lease and under the laws of the State of Missouri shall inure to the grantee. LESSEE agrees to be bound by all provisions of this Lease which inure to the grantee.

SECURITY NOT PROVIDED: LESSEE agrees that LESSOR shall not provide security guards or patrols, security lighting, security gates or fences or any other form of security. LESSOR is not liable to LESSEE for damage or loss to person or property caused by other persons, including but not limited to theft, burglary, assault, vandalism or other crimes.

REPAIRS AND MAINTENANCE: LESSEE agrees to pay to LESSOR the reasonable cost of repairs, maintenance or any injury, defacement and damage to the premises, fixtures, and appliances therein, caused by LESSEE, or LESSEE'S servants, employees, agents, visitors or invites, ordinary wear and tear excepted. LESSEE agrees to promptly notify LESSOR in writing of all needed maintenance and repairs on the leased premises and on common areas. LESSOR shall have a reasonable time in which to make repairs and perform maintenance due to ordinary wear and tear which LESSOR deems necessary. LESSOR shall have the right to temporarily turn off equipment and interrupt utilities to avoid damage to property or to perform repairs or maintenance which require such interruption, whether or not such repairs or maintenance were requested by LESSEE. Prompt payment of rent shall not abate during time of repair. Light bulbs and batteries for battery operated appliances on the premises shall be paid for and replaced by LESSEE as needed.

DISPOSAL OF ABANDONED PROPERTY: Any property of LESSEE or members of LESSEE'S household remaining in or on the premises, either after termination of this Lease or after LESSEE abandons the premises, may be removed or disposed of by LESSOR without liability to LESSEE therefor. The premises shall be deemed abandoned if (1) LESSOR reasonably believes that LESSEE has vacated the premises and intends not to return; (2) the rent is due and unpaid for thirty (30) days; (3) LESSOR posts written notice on the premises and mails to the last known address of LESSEE by certified mail, return receipt requested, a notice of LESSOR'S belief of abandonment as per sec. 441.065, R.S.Mo.; and (4) LESSEE fails to pay rent or respond in writing to LESSOR'S notice within ten (10) days after date of posting and deposit of such notice in the U.S. Mail, stating LESSEE'S intention to not abandon the premises.

LESSOR TO CONTROL COMMON AREAS: LESSOR reserves the right to control and regulate the use of all common areas.

SERVICES PROVIDED BY LESSOR: LESSEE agrees to pay reasonable charges to LESSOR for services requested by LESSEE including but not limited to unlocking the premises and making duplicate keys.

REMOVING VEHICLES AND OTHER PERSONAL PROPERTY: Unless LESSOR assigns parking spaces, parking shall be on a first-come first-serve basis and subject to available space in designated parking areas. LESSOR reserves the right to control all parking areas. All vehicles shall be kept properly licensed, insured and in good operating condition. No vehicles shall be parked in a fire lane. LESSOR may remove, without liability to LESSEE, any vehicle from a fire lane or any vehicle which is in violation of any law, ordinance or provision of this Lease at any time at LESSEE'S expense, without any notice whatsoever.

TAXES: In the event the real estate taxes attributable to the premises are raised during the current year or future years under this Lease, LESSEE shall pay each month an amount of such increase proportional to LESSEE'S portion of the premises in addition to the rent payment.

VERBAL REPRESENTATION NOT BINDING: No representations other than those contained in this Lease shall be binding upon LESSOR.

SEVERABILITY: If any part or parts of this Lease shall be held to be unenforceable for any reason, the remainder of this Lease shall continue in full force and effect.

RULES AND REGULATIONS: LESSEE agrees that the Rules and Regulations, set forth in Exhibit A, are a part of this agreement; that LESSEE shall be bound by such rules and regulations and that failure to comply with such rules and regulations shall be a violation of the conditions of this agreement.

ENTIRE AGREEMENT: This agreement, together with addenda, rules and regulations, constitute the entire agreement between the parties. All prior understandings are merged into this Lease agreement. The terms of this Lease shall not be modified except in writing and signed by the parties to be bound. Only the designated agent of LESSOR shall have authority to execute any such writing.

SUCCESSORS AND ASSIGNS: This Lease hereby binds LESSEE to LESSOR'S lawful successors and assigns and such subsequent purchaser of the leased premises.

HEADINGS: The titles, headings of captions in this agreement are for convenience only and are not to be construed to interpret, define, limit or change the intent or meaning of the language contained in this agreement.

GOVERNED BY MISSOURI LAW: The terms of this Lease shall be interpreted and governed by the laws of the State of Missouri.

TIME OF THE ESSENCE: Time is of the essence of this Lease agreement.

ANTI-CRIME CONDITIONS: LESSOR and LESSEE agree that the following are conditions of this Lease:

- a. LESSEE, the members of LESSEE'S household, or LESSEE'S guest shall not engage in criminal activity on or near LESSOR'S premises.
- b. LESSEE, the members of LESSEE'S household, or LESSEE'S guest shall not engage in any act intended to facilitate criminal activity on or near LESSOR'S premises.
- c. LESSEE, the members of LESSEE'S household, or LESSEE'S guest will not permit the dwelling unit to be used for or to facilitate criminal activity regardless of whether the individual engaging in such activity is a member of the household or a guest.
- d. LESSEE, the members of LESSEE'S household, or LESSEE'S guest will not possess, manufacture, sell or distribute controlled substances at any location, whether on or near LESSOR'S premises or otherwise.
- e. LESSEE, the members of LESSEE'S household, or LESSEE'S guest shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near LESSOR'S premises.
- f. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of these conditions shall be deemed a serious violation and a material noncompliance with the Lease and shall be good cause for termination of the Lease. Proof of violation shall not require criminal conviction but shall be by a preponderance of the evidence.

WAIVER OF JURY TRIAL: LESSOR and LESSEE hereby waive the right to a trial by jury in any action, proceeding or

counterclaim brought by any of the parties hereto against any other party arising out of or in any way connected with this Lease, the relationship of LESSOR and LESSEE hereunder, LESSEE'S use or occupancy of the leased premises (including a suit for unlawful detainer) and/or any claim of injury or damage. Further, any lawsuit filed by either LESSOR or LESSEE must be filed in Boone County, Missouri Circuit Court.

BAD CHECK, STOP PAYMENT FEES: LESSEE agrees to pay to LESSOR Forty Dollars (\$40.00) for each insufficient funds check that is delivered by LESSEE to LESSOR, and further agrees to pay Forty Dollars (\$40.00) for each check delivered to LESSOR for which LESSEE delivers a stop payment order.

NO WAIVER OF IMMUNITIES: In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

SECURITY: A Two Hundred Dollar (\$200.00) standard make ready fee will automatically be deducted from the security deposit. LESSEE is responsible for leaving apartment in move in condition. Security deposit refunds will be mailed out approximately thirty (30) days after the end of this Lease.

LEASE RENEWAL: LESSEE agrees to give no less than a proper sixty (60) day written notice to LESSOR if they intend to move from the Premises at the end of the Lease. LESSEE agrees to sign a Lease renewal agreement sixty (60) days prior to the end of the Lease if they intend to stay. Failure to give written notice will result in LESSEE automatically being put on notice to vacate, forfeiture of full security deposit and compensation for any damages or loss incurred by LESSOR as a result.

BUYOUT: At management's sole discretion LESSEE may have the option to enter into a Buyout Agreement provided the following criteria are met: (a) This buyout option is offered to LESSEES that have paid rent in a timely manner and do not have any disturbance calls or complaints on their record with the management. (B) This Buyout Agreement will only be entered into upon management's approval. This Buyout Agreement is intended to assist LESSEES with job transfers more than fifty (50) miles away and or medical conditions that prohibit continued residency. Purchase of a home may or may not be considered approval for a buyout option and shall be at the sole discretion of the Manager. Upon entering into the Buyout Agreement the LESSEE must (i) give a thirty (30) day notice before the first (1st) of the month, paying all rent through the entire thirty (30) days; (ii) pay a "Buyout Fee" equal to two (2) months rent, due at the time of execution of this Buyout Agreement, in the form of a cashier's check or money order; (iii) forfeiture of full security deposit; (iv) leave the Premises in accordance with WYNWOOD TOWNHOUSES, check out standards.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, we have executed this Lease on the day and year first written above.

LESSEE: CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account No. _____, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

Michele Nix, Director of Finance

LESSOR: KMI L.L.C (d.b.a. Wynwood Townhouses)
4901 Aztec Boulevard, Apartment #49
Columbia, Missouri 65202
Telephone number: 573-474-5711

By: Tara Redford
Name & Title: Tara Redford, manager
Date: 5/1/16

ATTEST: [Signature]
Name & Title: Paul Thompson - owner

EXHIBIT A: RULES AND REGULATIONS

1. If the premises shall be an apartment, LESSEE shall keep all common areas provided or used in connection with the apartment, including halls, stairways, elevators, yard, sidewalks, driveways, recreation and parking area, free from trash, debris or filth, and shall not permit toys, bicycles, scooters, skates, charcoal grills or other items to be or remain in such common areas, but shall be stored in said apartment or such other place which the LESSOR may provide, and LESSEE shall not interfere with the use and enjoyment of any such areas by LESSOR or any other tenant.
2. No pets of any kind, whether animal, fish, bird or reptile, shall be permitted in or around said leased premises without prior written consent of LESSOR. This shall not prohibit the presence of a trained police canine with the police handler.
3. Garbage, trash, waste and debris shall be placed in containers or receptacles, if provided, and in no other place.
4. Automobiles of LESSEE and his guests, invites or employees, shall be parked in regular parking places. If provided, and in no other place. No trailer of any kind shall be parked or stored at any place on or around said premises without the prior written approval of LESSOR.
5. Nails, screws or other devices for hanging pictures or other items on or from the walls or woodwork shall not be permitted without the prior written consent of LESSOR.
6. LESSEE shall not play any musical instrument or mechanical device or work with power tools in such a manner as to disturb neighbors, LESSOR or other tenants of LESSOR, and LESSEE shall not allow loud, disturbing noises or voices by LESSEE, LESSEE'S family, or LESSEE'S guest, invites, agents or employees.
7. Except as agreed to in writing by the Parties, LESSEE shall not place or cause to be placed or permit anywhere in or about said premises any sign, advertisement or announcement whatsoever.
8. Plumbing fixtures shall be used for the purpose intended only, and cloths, cardboard or other materials not designed for disposal in this manner shall not be placed in and disposed of in any plumbing fixture, and LESSEE shall be liable for any cost of repair by reason of such misuse.
9. LESSEE shall not paint, wallpaper, or decorate or otherwise change or alter the premises in any manner without written consent of LESSOR.
10. LESSEE shall not alter, replace or add locks upon any door or window.
11. Waterbeds are prohibited without LESSOR'S written approval and certificate of insurance before move-in.
12. At no time can gasoline or highly combustible fuels be stored on the premises.

EXHIBIT B

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the premises of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead based paint hazards (check (i) or (ii) below):

(i) ___ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain)

(ii) x Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Lessor (check (i) or (ii) below):

(i) ___ Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) x Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) ___ Lessee has received copies of all information listed above.

(d) ___ Lessee has received the pamphlet Protect Your Family From Lead in Your Home.

Agent's Acknowledgment (initial)

(e) ___ Agent has informed the Lessor of the Lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

KMI L.L.C. (Wynwood Townhouses)

Lessor	_____	Lessee	_____	Date	_____
Agent	<u>[Signature]</u>	Date	<u>5-1-16</u>	Lessee	_____