

P.O. Box 61 | Crownsville, MD 21032-0061 | Tel: 410-493-6266 | Fax: 410-224-2896 | Email: abyssiniaproperties.com

This RESIDENTIAL DEED OF LEASE ("Lease") is made between **Abbyssinia Properties, LLC** ("Landlord") and _____ ("Tenant"), who hereby acknowledge by their initials and signatures below the disclosure that in this real estate leasing transaction, **Abbyssinia Properties, LLC** herein shall be referred to as Landlord, _____ shall be referred to as Tenant.

1. ADDRESS OF PROPERTY, TERM, RENT. The Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord on the following terms and conditions, the premises and all improvements (to include all fixtures, appliances, equipment and systems) described as follows:

Street Address: _____ ("Premises"). The term ("Lease Term") will begin _____ and end _____. The total rent for the initial Lease Term shall be \$ _____ payable as follows: installments of \$ _____, due on the 1st day of each calendar month, without notice, demand or offset.

2. PAYMENTS. Rent shall be payable to Landlord as identified above at the address as follows: P.O. Box 61, Crownsville, MD 21032-0061 Phone Number 443-625-9251. Landlord will accept only a personal check, cashier's check, money order or direct transfer as payment for rent. If rent is sent to any address or location other than identified in this Paragraph, Paragraph 3 will apply.

3. LATE FEE COST AND RETURNED CHECKS. If any installment of rent is not received by Landlord within 5 days from the due date, Tenant agrees to pay as additional rent the sum of 5.0% of the amount due for the rental period for which the payment was delinquent. Tenant further agrees to pay a handling charge of \$35.00 for each check returned by the bank for insufficient funds or any other reason. Returned checks will not be re-deposited. Landlord may require any and all payments to be made in cash, money order or certified funds.

4. OCCUPANT'S USE. Tenant will use property as a residence for _____ person(s) and for no other purpose or additional number of persons, except temporary guests, without prior written consent of Landlord. Temporary guests are those persons who occupy property for no more than two weeks during any twelve-month period. This Lease shall not be assigned nor any portion of the premises sublet, without prior written consent of Landlord.

5. GOOD REPAIR. Except as otherwise provided, Landlord will maintain the property in good repair and tenable condition and will be responsible for all major repairs not due to the fault or negligence of the tenant during the continuance of this Lease. Repairs or replacement of equipment provided due to normal wear and tear shall be at the expense of the Landlord. Landlord shall maintain: Furnace, air conditioner, and hot water heater.

The following equipment, condition unknown, venetian blinds, shades, curtains, drapes, valances, rods, and any other portable equipment, if now or hereafter installed, are for the Tenant's use and convenience and are not warranted by the Landlord. Tenant agrees to maintain aforementioned equipment at Tenant's expense. If cost of repair exceeds the value of the equipment, Tenant may elect not to repair and may have it removed, but only after written request to and consent from the Landlord has been received.

6. PETS. Tenant shall not keep or allow pets on premises except with subsequent written consent of Landlord.

7. DIPLOMATIC CLAUSE, MILITARY CLAUSE. If tenant is a member of the United States Armed Forces, U.S. State Department, USAID or any other Federal Government Agency on extended active duty or technician status with the Maryland National Guard and is transferred under PCS orders thirty-five (35) miles or more from the location of the dwelling unit, or abruptly and unexpectedly released or discharged from active service during the Lease term, he may terminate this Lease by giving the Landlord thirty (30) days written notice to that effect, together with an official copy of his orders. Such notice shall cancel this Lease on the last day of the following month provided that the notice is accompanied by the rent for such following month. A certified true copy of the original signed PCS orders must accompany this notification IT IS FURTHER UNDERSTOOD THAT LIQUIDATED DAMAGES ARE:

- A. One month's rent if the Tenant has completed less than six months of the tenancy as of the effective date of termination OR
- B. One-half of one month's rent if the Tenant has completed six months or more but less than twelve months of the tenancy as of the effective date of the termination.

8. SECURITY DEPOSIT. In addition to payment of the first month's rent (see Paragraph 1) Tenant agrees to pay the landlord a security deposit of \$ _____ (a sum equal to one (1) month's rent) as security for the full and faithful performance by Tenant of his lease obligations. Tenant agrees to pay any specified additional security deposit concerning Tenant's extension renewal or holdover period of occupancy. This deposit is payable to and will be held by the Landlord. Note that no part of any security or any accrued interest, if required by law, may be applied by Tenant as payment of any part of the rent or other obligations due, and Tenant shall pay rent required each month as though no security deposit was ever paid.

Date of termination has occurred when Tenant has faithfully performed his lease obligations, given/received proper termination notification; paid all rent, final utility bills (see Paragraph 25), and other charges due Landlord; cleaned the premises, including all fixtures and appliances; returned all keys, including all duplicates made during tenancy; and left the premises in good condition, except for reasonable wear and tear. The Landlord shall make a final inspection within seventy-two (72) hours of vacate date.

Please initial: Tenant
Landlord

If the Landlord has made any deductions from security deposit or accrued interest, as permitted by law, all of said deductions shall be estimated in writing to Tenant within thirty (30) days of termination of tenancy. Thirty days after termination of tenancy and delivery of possession of premises Landlord shall return the applicable amount of security deposit, less estimated deductions, payable to all tenants listed on lease with such interest as required by law. In the event of any breach or failure of Tenant hereunder, the Landlord shall have the right to use and apply the security deposit in the manner provided and permitted by law.

9. POSSESSION OF PREMISES. In the event that Landlord is unable to deliver possession of the premises at the commencement of the tenancy, the Landlord agrees to use whatever efforts are, in his determination, reasonable to secure possession of premises for Tenant, including the recovery of possession as against a former occupant wrongfully holding over, but in no event except for the willful and deliberate misconduct of landlord, shall Landlord be liable to Tenant for any delay in possession. Notwithstanding the provisions of the foregoing sentence, Tenant shall have no responsibility to pay rent for the time elapsing from the beginning of the term of this Lease until the premises are available for occupancy by Tenant.

10. CONDITION OF PROPERTY, INSPECTIONS, LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS WARNING DISCLOSURE. An itemized condition report will be made by Landlord. A written copy of such report will be forwarded to Tenant. Any additional items noted by Tenant should be submitted to Landlord within 15 days of occupancy, in writing, to be determined as legitimate, and added to the record as required. Formal inspections shall take place during tenancy; notifications shall be sent in writing to Tenant. Informal inspections to confirm proper maintenance and repairs shall be scheduled by telephone notice.

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlord must provide tenant a State of Maryland pamphlet titled Lead Poisoning Prevention Notice of Tenants' Rights, Environmental Protection Agency booklet titled Protect Your Family From Lead In Your Home, and a copy of the inspection certificate from the Maryland Department of the Environment confirming that the unit meets risk reduction standard.

11. DEFAULT OF RENT. In the event that Tenant fails to pay rent, or additional rent, within five (5) days, Landlord may terminate this Lease, be entitled to possession of the property, any unpaid rent or additional rent, recovery of any damages sustained and any and all such attorney's fees as may be recoverable by law. It is further agreed between the parties that the Landlord may avail themselves of any remedy provided by law for the restitution of the premises and the recovery of delinquent rents and damages. If premises has been deserted or abandoned, Landlord may proceed to recover possession of premises in accordance with the law.

12. ATTORNEY'S FEES AND ENFORCEMENT. Tenant agrees that in the event of his default in any installment of rent, or in the event of his breach of any covenant or condition hereof, he will reimburse the Landlord for any money expended by Landlord for utility or other bills, damages, leasing costs, as well as other costs which may be incurred to enforce this Lease, plus reasonable attorney's fees being 20% of all sums owed to Landlord by Tenant.

13. RENEWAL. All renewal considerations shall be determined after a specific inspection has been completed within the last one hundred twenty (120) days prior to Lease expiration. Landlord shall advise Tenant of any instructions concerning renewal of Lease. In absence of this notification, this Lease shall be deemed renewable on a month-to-month basis under the same provisions, covenants and conditions until either party notifies the other in writing. Extension of this Lease on a monthly basis does not terminate the relationship of Landlord, Tenant, as specified herein.

14. TRANSFER OF SECURITY DEPOSIT. If the property is being managed by Landlord, his heirs or assigns and the management is transferred to another party or company, the tenant consents to the transfer of his security deposit, plus interest, if any, to such party or company, if applicable by law.

15. PLUMBING FIXTURES AND APPLIANCES. Tenant shall keep the premises, including all plumbing fixtures, facilities and appliances as clean and safe as conditions permit. The Tenant agrees that at the termination of the Lease all appliances and equipment will be in good working order and shall be operative unless previously reported to Landlord. Loss or damage from freezing of water pipes or plumbing fixtures when not property shut off and drained, stopped-up/clogged drains/pipes, washer connect hoses, dishwasher air gap and impellers, as well as jammed disposals are considered Tenant responsibility unless proven otherwise.

16. GENERAL MAINTENANCE. Tenant will, at his own expense: a) keep in good condition any lawn, vines, and shrubbery and keep any fences and walks in good repair, natural wear and tear excepted; b) remove leaves, and other debris that accumulate on the property; c) promptly remove ice and snow as necessary and/or required by local ordinance; d) keep exterior drains clear of leaves and other debris; e) furnish his own light bulbs, fuses and furnace filters - which should be changed every two months; f) replace or repair all broken or damaged glass, screens, flooring, drywall, doors, moldings, window frames and mullions occurring during tenancy; g) keep property in a good state of cleanliness including equipment and appliances furnished, and keep property free from objectionable features, nuisances and hazards; h) have carpets cleaned by a professional company acceptable to Landlord at termination of lease and provide a paid receipt. Any repair or replacement of property, equipment or appliances necessary due to the negligence by acts of commission or omission of the Tenant, his family or guests, shall be paid by the Tenant. Tenant will not place any heavy articles in property, including water beds, aquariums, safes, pianos, or wood stoves, without the written consent of Landlord.

17. NOTICE OF DEFECTS OR MALFUNCTION. Tenant will give Landlord immediate notice of any known defect, breakage, malfunction or damage to or in the structure, equipment or fixtures in or on property. This covenant, however, does obligate, and is not to be understood, interpreted, construed, or in any way deemed to imply that Landlord is obligated or expected to repair or correct such defect, breakage, malfunction, or damage except as provided for in Paragraph 5 - Good Repair, on Page 1. Moreover, it is understood that any notice by Tenant for any repairs or services shall be deemed permission for the Landlord or its Employees or Agents to enter the premises at a reasonable time without further notice to perform such repairs or services. If Tenant

Please initial: Tenant
Landlord

breaks any scheduled maintenance appointment or fails to allow access during regular business hours for purposes of accomplishing any required repairs, Tenant shall bear any additional expense for overtime or rescheduling of broken appointment.

18. TENANT CONDUCT. Tenant shall conduct himself and require other persons on the premises, whether known by the Tenant or not, to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of their premises, and always in accordance with the rules and regulations of the designated Home Owner's Association (HOA), if applicable, which are considered a part of this Lease. Tenant further covenants and agrees not to use or permit premises to be used for any improper, illegal or immoral purposes. Landlord shall have the right to terminate this Lease upon receipt of a preponderance of evidence that indicates an immediate threat which materially affects the health or safety of either Landlord or other tenants. For example, the sale, distribution or possession of illegal, dangerous or prohibitive drugs and drug paraphernalia on the premises shall be considered an immediate threat. In such event, Landlord shall give Tenant written Notice of Termination with the time of vacating to be commensurate with the urgency of the situation. Tenant shall vacate and surrender possession of the premises to Landlord within the time period specified in the Notice of Termination.

19. HEALTH AND SAFETY. Tenant shall comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety. The premises are warranted as free from pest infestation and Tenant is required to report any signs of rodents or vermin within thirty (30) days of occupancy. After this time, Tenant is required to control any infestation and related costs are at the Tenant's expense.

20. EQUIPMENT THAT OVERLOADS A SYSTEM. Tenant will not install any equipment of any kind that will require any alteration or addition to, or create an overload on, any gas, water, heating, electrical, sewerage, drainage, or air conditioning systems of the property, without prior written consent from the Landlord/Agent, and any required governmental agency or public utility company consent, to comply with public law.

21. EXPLOSIVES, INFLAMMABLES, VEHICLES. The Tenant will not use or keep in the dwelling any explosives, or inflammable or combustible materials which would increase the rate of fire insurance on the premises.

22. SMOKE AND CARBON MONOXIDE DETECTORS. It shall be the responsibility of Tenant to check smoke and carbon monoxide detectors periodically and replace batteries if necessary to keep the smoke and carbon monoxide detectors in proper working condition as required by applicable law, and to replace any malfunctioning smoke and carbon monoxide detectors and report same to Landlord in writing. Landlord assumes no responsibility or liability for the malfunction of or misuse of smoke and carbon monoxide detectors by the Tenant which results in injury or damage.

23. REDECORATING, ALTERATIONS, LOCK CHANGES. Tenant shall obtain written permission before redecorating and shall not make any alterations, additions, lock changes or improvements without first obtaining Landlord written consent. Such alterations, etc. shall remain with the property or property must be returned to original condition at the expense of Tenant. New keys from any lock change must be delivered to Landlord within 24 hours after installation.

24. TRASH REMOVAL. Tenant shall provide appropriate safe receptacles for the collection, storage and removal of garbage, rubbish, ashes and other waste and arrange for the removal of same.

25. UTILITY CHARGES. Tenant is responsible to pay for all utility charges. Tenant agrees to maintain any heating and cooling systems in good operating condition and assumes liability to Landlord for damage to any Landlord owned utility apparatus caused through Tenant's abuse, neglect or misuse of same. Landlord shall not be liable for any interruption, failure or curtailment of heat, gas, water, electric or other services, if provided, or for any loss or damage to any personal property located on the premises or in the building as a result thereof and no rent shall be abated thereby. Tenant assumes responsibility for the replacement of blown fuses of a size not to exceed 15 amps.

26. NOTICE OF ABSENCE. Tenant shall advise Landlord by telephone or in writing of an anticipated absence from the property in excess of seven (7) days. During any such absence, Landlord may enter property at any time necessary to protect the property from damages resulting from snowstorms, power outages/failures, hurricanes, ice storms, utility interruptions or public disruptions or similar occurrences.

27. SUBORDINATION AND ASSIGNMENT OF LEASE. This Lease shall be subordinate to the lien of existing and future mortgages placed on the premises, and Tenant agrees to execute whatever additional agreements are required to so subordinate this Lease. Landlord shall have the right to assign any of his rights under this agreement at any time.

28. ACCESS TO PROPERTY BY LANDLORD, AGENT AND THEIR DULY DESIGNATED REPRESENTATIVES. Upon reasonable notice to Tenant and at reasonable times, Landlord, Agent and/or their duly designated representative, may enter the premises in order to, a) inspect the property, b) make necessary repairs, decorations, alterations or improvements, c) supply necessary or agreed services, d) exhibit the property to prospective or actual tenants/purchasers, mortgagees appraisers workmen or contractors and e) in addition 60 days preceding the expiration or termination of lease term, Tenant will allow a "for rent" or a "for sale" sign to be placed on the property, along with a lockbox containing a key to the main entrance for Agents' access for showing to prospective tenants/purchasers. Landlord may enter the property at any time to protect the property and Landlord's/Tenant's possessions if it is suspected that power failure, acts of God, or recent illegal activities have taken place in the neighborhood, or for those emergencies as outlined in Paragraph 27. In previously described instances, Tenant agrees to secure any pets for the protection of all concerned parties.

29. TENANT'S REFUSAL TO ALLOW ACCESS. If Tenant refuses to allow access to Landlord/Agent as provided in preceding Paragraph 28, Landlord may obtain injunctive relief to compel access or may terminate this Lease. If Tenant fails to vacate the property, Tenant agrees Landlord may bring an action for possession and damages sustained, including leasing costs and reasonable attorney's fees.

Please initial: Tenant
Landlord

30. RIGHTS OF LANDLORD UPON BREACH OF LEASE BY TENANT. If Tenant violates any of the provisions of this Lease or any of the rules and regulations imposed by Landlord, or if any bankruptcy or insolvency proceedings are filed by or against Tenant (or a receiver or trustee is appointed for his property), or if the premises are vacated or abandoned, Landlord shall be entitled to avail himself of all rights and remedies to which he may be entitled, either at law or in equity (including but not limited to, the right to terminate this Lease and recover possession) Landlord shall be also entitled to recover reasonable attorney's fees and costs as allowed by law. Landlord's waiver of one default by Tenant shall not be considered to be a waiver of any subsequent default. Tenant waives the benefit of any exemption under the homestead, bankruptcy, and any other insolvency law, as to his obligations in this Lease.

31. COMPLETION OF LEASE TERM. At the completion of the lease term, this tenancy may be terminated by either Landlord or Tenant providing to the other written notice not less than 60 days prior to the last day of the Lease Term (see Paragraph 1 "Lease Term"). Such written notice shall terminate the Lease at the conclusion of the lease term. In the absence of such prior written notice, this Lease shall convert to a Lease from month-to-month at the conclusion of its term, in which case either Landlord or Tenant shall give the other prior written notice of not less than 60 days. The sixty (60) day notice period will take effect on the first of the month, and the lease will end on the last day of the following month.

32. DESTRUCTION BY CASUALTY. Should the property become partially damaged by fire, rain, wind or other cause without the fault and the neglect of Tenant, the damage shall be repaired within a reasonable time by and at the expense of Landlord and the rent, according to the extent that the property is rendered untenable as determined by Landlord, shall be adjusted or suspended until such repairs are completed. If the property is damaged by fire or other cause to such extent that property is uninhabitable, then and in either of such events, Landlord shall have the option to terminate this Lease by written notice to Tenant, and the term of this Lease shall end on the day such notice is given with the balance of the rent due adjusted to the date of such termination.

33. PROPERTY UNFIT FOR HABITATION. If the whole, or any part, of said property should be declared unsafe, posted, or be the subject of formal notice, by any governmental authority, that it is unfit, unsafe, uninhabitable, unsuitable or not lawfully useable for the purpose of persons under this Lease, Landlord shall have the option of eliminating or correcting the problem, if such can be done, and Landlord elects to do so, or terminating this Lease from the date Landlord gives notice to Tenant of such termination or from the date Landlord is compelled by law to terminate further occupancy or use of said property, whichever date is earlier, and the remaining rent due shall be proportionately adjusted to the effective date of such termination

34. LANDLORD WITHOUT LIABILITY. In no event shall Landlord/Agent be liable for damages or compensation to Tenant or Tenant's assigns, household, agents, or invitees, or other persons or entity, because of events, conditions, actions, or terminations described in or arising from or connected with the provisions of Paragraphs 32 or 33.

35. FAILURE TO FULFILL COVENANTS. It is specifically covenanted and agreed between the parties that these presents are executed upon each and all conditions, covenants and agreements contained herein, and that if the Tenant, or his executors, administrators, family or invitees do or shall neglect, fail or refuse to perform or observe any of the covenants, conditions, agreements or undertakings herein contained, or if said premises shall be deserted or vacated, then and in any of said cases, in addition to other remedies therefore provided by law, the Landlord or those having the estate in said premises, may lawfully forthwith or at any time thereafter, enter into and upon the said premises, or any part thereof, by force or otherwise and without being liable to any prosecution, suit or damages therefore, repossess the same and expel the Tenant or those claiming under or through him, and remove his or their effects without demand or notice, and without prejudice to any remedies which might otherwise be used for arrears of rent, or preceding breach of covenant, and this Lease shall terminate and end. The Tenant hereby specifically agrees that Tenant will indemnify the Landlord, its successors, or assigns, against all loss or deficiency of rent or other payments which he may incur by reason of such termination, and without further notice or consent of the Tenant may proceed to relet said premises.

36. LIENS UPON PROPERTY. The Tenant has no authority to incur any debt or to make any charge against the Landlord or assign or create any lien upon the leased property for any work, utilities or materials furnished to same.

37. TENANT NEGLECT AND COSTS. If at any time during the term of this Lease, or any renewal or extension, Landlord should be required by any governmental authority to make repairs, alterations, or additions to property or its equipment, caused by Tenant use or neglect, Tenant hereby agrees to have repairs, alterations or additions made at Tenant's cost risk, and expense, and if Tenant fails to do so promptly, Landlord shall have the option of terminating this Lease, or cause such repairs, alterations, or additions to be made, and the cost of same, plus 10% thereof, shall be considered as additional rent for property and payable forthwith by Tenant. The provisions of this paragraph shall be in addition to and shall not prevent the enforcement of, any claim Landlord/Agent may have against Tenant for any other breach or damages under this Lease.

38. DEATH OF TENANT OR LANDLORD. If any party to this Lease (Landlord or Tenant) should die during the term of this Lease, the estate of the deceased may terminate this Lease by giving thirty (30) days written notice to the other party(ies). This right to terminate the Lease must be exercised within ninety (90) days of the date of death.

39. UNENFORCEABLE CLAUSES. All individual provisions, sections, paragraphs, sentences, clauses and words in this Lease shall be severable and if any one or more such provision, section, paragraph, sentence, clause or word is determined by any court, administrative body, or tribunal, having proper jurisdiction, to be in any way unenforceable, or to be in any way violative of or in conflict with any law or any applicable jurisdiction, such determination shall have no effect whatsoever on any of the remaining provisions, sections, paragraphs, sentences, clauses, or words of this Lease.

40. WAIVER OF BREACH. No waiver or oversight of any breach of any covenant, condition or agreement contained, or compromise or settlement relating to such a breach shall operate as a waiver of the covenant, condition or agreement itself, or any subsequent breach.

Please initial: Tenant
Landlord

41. LIABILITY FOR PERSONAL OR PROPERTY DAMAGE. All persons and personal property in or on premises will be the sole responsibility of Tenant, Landlord/Agent will not be liable for any damage or injury to persons or personal property arising from the negligence, acts or omission of acts of the Tenant or persons or entity invited by the Tenant, or from roof, wall, floor, door, or window water leaks, or from the freezing, bursting, leaking, or overflowing of water, steam, sewer, or gas pipes, or from heating or plumbing fixtures or from electric wires or fixtures, or from or by any other cause whatsoever, latent or patent. In summary, neither

Landlord nor Agent shall be liable for any injury or damage whatsoever to the person or property of Tenant or any other person or entity in or on said property caused by Tenant or his invitees; and Tenant hereby expressly and without reservation covenants and agrees to save Landlord and Agent harmless in all such matters, unless such injury or damage is committed deliberately and with malice by Landlord or Agent. It shall be the responsibility of the Tenant to obtain an insurance policy which provides public liability coverage and also protects Tenant's personal property.

42. TRUTHFULNESS OF APPLICATION. This Lease is subject to a satisfactory application clearance by the Landlord/Agent, consisting of a rental reference verification, employment verification, court records verification, and satisfactory credit report. The Rental Application submitted by Tenant has been an inducement for Landlord to rent the premises to Tenant. If any material facts in the Rental Application are untrue or if the premises are occupied by anyone other than Tenant and his legal dependents as stated in the Rental Application, Landlord shall have the right to terminate this Lease, to hold Tenant liable for all rent until reoccupied and any damage to the premises, to avail himself of all rights and remedies to which he may be entitled at law or equity, and to recover reasonable attorney's fees and costs as allowed by law.

43. ADDENDUM. Addendum attached: Yes _____ No _____ Number of Pages _____

44. EARLY TERMINATION OF LEASE. In the event that the Tenant would abandon the premises prior to the end of the lease term the Landlord shall have the right to hold Tenant liable for all rent until premises are reoccupied and any damage to the premises, to avail himself of all rights and remedies to which he may be entitled at law or equity, and to recover reasonable attorney's fees and costs as allowed by law.

THIS AGREEMENT is the entire agreement between the parties, and no modification or addition to it shall be binding unless signed by the parties hereto. The covenants, conditions and agreements contained are binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns. Tenants signing this Agreement shall be Jointly and severally liable. Whoever the context so requires, the singular member shall include the plural, the plural and singular, and the use of any gender shall include the other genders.

Witness the following signatures:

Tenant

Date

Landlord

Date

Please initial: Tenant
Landlord