

BEHG PROPERTIES, INC. LEASE

THIS AGREEMENT, Made this 1st day of _____, in the year 2008, BY AND BETWEEN BEHG Properties Inc., Shawn P. Engel of Engel Properties Management, hereinafter known and referred to as the "Owner", "Landlord", and "Management Company" and Signed:

X
_____ hereinafter known and referred to as the "Tenants".

WITNESSETH, That the said Owner has agreed to let, and does hereby grant, demise and lease unto the said Tenant, and the said Tenant has agreed to take, and hereby doth take the following described premises, to-wit:

_____, Grand Island, NY 14072

for the term of 12 months, to commence on the _____, 2008, and to end on _____, 2009, at eight o'clock AM in the morning.

The Tenant agrees to pay BEHG Properties, Inc. at 5140 Main St, Unit 303 Box 337, Williamsville, NY 14221 the rent of Six Hundred Fifty Dollars (\$650.00) per month in one payment of Six Hundred Fifty Dollars (\$650.00) per month in advance on the first day of each and every month during the term of the lease. **Tenant agrees to identify what the rent address location is on each check.**

* IF THE RENT IS NOT RECEIVED BY THE 5TH DAY OF THE MONTH, THERE WILL BE A \$35.00 LATE CHARGE FOR EACH MONTH THAT THE TENANT PAYS SAID RENT PAYMENT LATE. ALL RENT RECEIVED WILL BE APPLIED TO THE OLDEST MONTHLY RENTAL CHARGE STILL DUE.

* IN THE EVENT THAT THE LANDLORD MUST ENFORCE HIS RIGHTS UNDER THIS LEASE AGAINST ANY, OR ALL OF THE TENANTS, IT IS HEREBY AGREED THAT THE LANDLORD SHALL RECOVER THE AMOUNT OF ATTORNEY'S FEES AS DETERMINED BY A COURT OF COMPETENT JURISDICTION. IN ADDITION, IN THE EVENT THAT THE LANDLORD MUST ENFORCE HIS RIGHTS UNDER THIS LEASE AGAINST ANY, OR ALL OF THE TENANTS, BY PLACING THE ACCOUNT WITH A COLLECTION AGENCY, IT IS HEREBY AGREED THAT THE TENANT SHALL BE LIABLE FOR ALL COLLECTION COSTS INCURRED BY LANDLORD TO COLLECT ANY OUTSTANDING BALANCE DUE UNDER THE TERMS OF THIS LEASE.

* ALL UNPAID RENT, LATE FEES, USER FEES, COURT COSTS, MANAGEMENT FEES, COLLECTION COSTS, CHARGES, AND ATTORNEY FEES ARE DEEMED TO BE CONSIDERED AS UNPAID RENT. LANDLORD MAY UTILIZE THE SECURITY/ DAMAGE DEPOSIT PROCEEDS TOWARD ANY UNPAID RENT, LATE FEES, COLLECTION FEES, AS WELL AS LEGAL FEES.

* TENANTS ARE NOT PERMITTED TO HAVE MORE THAN TWO GUESTS PER TENANT ON THE PREMISES AT ANY ONE TIME.

* TENANTS PAY FOR ELECTRIC UTILITIES. IN ADDITION, CABLE AND PHONE SERVICES ARE AT THE TENANT'S OPTION AND TENANT'S EXPENSE IF THEY WISH TO ACQUIRE SUCH SERVICES. THE LANDLORD WILL PAY FOR THE COMMON UTILITIES, SUCH AS WATER, GARBAGE AND HEAT.

* THERE IS NO SMOKING PERMITTED ON THE PREMISES.

* TENANTS ARE REQUIRED TO OBTAIN RENTER'S INSURANCE. LANDLORD IS HELD HARMLESS FOR VERIFYING RENTER'S INSURANCE IS OBTAINED.

* TENANTS AGREE TO KEEP THE PREMISES IN GOOD CONDITION. IF TENANT CREATES AN UNWANTED SITUATION FOR OTHER TENANTS OR FOR THE OWNER, THEREBY MAKING THE APARTMENT COMPLEX A LESS DESIREABLE PLACE TO LIVE, SUCH TENANT AGREES TO CHANGE THE UNWANTED ITEM WITHIN 5 DAYS OF VERBAL OR WRITTEN NOTICE BY THE OWNER. IF CORRECTIVE ACTION IS NOT TAKEN BY THE TENANT, TENANT WILL BE CHARGED \$50 FOR EACH INSTANCE, OR A DIFFERENT AMOUNT AS DETERMINED AT THE OWNER'S DISCRETION. TENANT AGREES TO PAY FOR SUCH CHARGES.

1. PROVIDED ALWAYS, and the Tenant hereby covenants as follows:

(a) Not to use said premises, or any part thereof, for any purposes than residential, for the persons mentioned above. NO PETS ALLOWED. IF LANDLORD MAKES AN EXCEPTION TO

ALLOW A PET, THE MANAGEMENT TEAM MUST BE PROVIDED A COPY OF THE RENTERS INSURANCE POLICY COVERING WHATEVER PET THAT HAS BEEN AGREED UPON BEING ON THE PREMESIS. NO WATERBEDS WILL BE ALLOWED WITHOUT WATERBED INSURANCE, IN WHICH A COPY OF THE SIGNED POLICY IS TO BE GIVEN TO THE LANDLORD. SATISFACTION OF PET INSURANCE AND WATERBED INSURANCE IS SOLELY AT LANDLORD'S DISCRETION.

(b) Not to let, sell, underlet or assign over the said premises, or any part thereof, for the whole or any part of said terms, without the written consent of the Owner. Tenant is responsible for payment of all rent payments for the entire lease term, regardless of whether the Tenant occupies the Premises, or not. OWNER WILL NOT WITHHOLD REASONABLE CONSENT TO SUBLET.

(c) To punctually pay said rent as the same accrues.

(d) To allow the Owner, in person or by agent, to enter the said premises, and to allow the Owner, or his agent to enter upon or pass through and over said premises for the purpose of showing the same to persons wishing to purchase or lease the same.

(e) To allow the Owner, in person, or any Employee of the Owner, to enter the said premises at any and all times for the purpose of repairing, or performing any type of modification or improvements to the Premises.

(f) To obey and carry out all Federal, State, County and municipal laws, regulations, rules and ordinances in regards to the premises (hereby leased) and their use and all walks adjacent thereto and their use, and keep said walks free of ice and snow, and to take such care of said premises as may be required by any and all Federal, State, County, and municipal authorities and departments, or any of them; and to obey all lawful requirements of the New York Fire Insurance Rating Organization, or any similar body, with the reference to the premises and the use thereof; and in the event that the insurance premium rate upon the building shall be increased, by reason of any act of omission or commission on the part of the Tenant or by reason of the nature of the occupancy of the premises the Tenant agrees to pay the amount of any such increase; and to save the Owner and hold the Owner harmless from any expense, loss or damage by reason of the violation of such laws, regulations; rules, ordinances and requirements, or by reason of any damage that might be sustained by reason of the Tenants negligence.

(g) To take special care that no damage happens to the premises, or building, or any fixtures therein, in the use of electricity, water or gas, and be liable for all damages occasioned by the Tenants, their agents, servants, or guests, in the omission of any acts causing such damage; and to observe and keep all the rules and regulations of the electric, gas, water and use of sewer and promptly pay bills for the same. The Landlord acknowledges that the plumbing, electric, and all appliances are in good working order, and it is the Landlords responsibility to maintain the plumbing, electric, and all appliances.

(h) To return the premises completely cleaned throughout including washing the floors and having the carpets shampooed prior to the expiration of the lease. The Premises is to be returned to the Owner at said date in the same condition, as when taken. A "Cleaning checklist" will be provided to the Tenants as also described in number 6 below.

(i) The Tenants agree that there are smoke alarms in good working order in each of the bedrooms and throughout the premises. It is the Tenants responsibility to check that the smoke alarms and smoke alarm batteries are functional on an on-going basis, tenants agree that it is the tenants responsibility to check to ensure that the batteries are functional regularly. Landlord will replace the batteries when advised to by the Tenants.

(j) Tenants agree that any requested repairs are required to be made in writing and need to be e-mailed to behgpropertiesinc@yahoo.com, or in writing to BEHG Properties, Inc. at 5140 Main St, Unit 303 Box 337, Williamsville, NY 14221. As a courtesy, management will attempt to contact Tenants to schedule the repair work. Under no circumstances may repairs be made by the tenant. Cost of any unauthorized repairs shall be born solely by the tenant.

(k) All common areas should be free and clear of the tenant's personal belongings. Any items found in the basement or in hallways will be disposed of by the Owner.

Landlord is not responsible for any personal belongings in the basement (including storage facilities). Landlord is also not responsible for any belongings in all common areas.

(l) Tenant agrees remove all personal property on the premises when this agreement is ultimately terminated and deliver all keys to Landlord. Landlord may enter the premises and remove and dispose of all personal property left thereon without obligation to tenant at the termination of this agreement or in the event premises are abandoned by tenant

(m) Tenants may not terminate the lease early. Tenants may request an early lease termination agreement; however, approval of an early termination agreement is at Owner's sole discretion, and will carry a \$1,000.00 charge to the tenant. Tenant acknowledges and agrees to pay the \$1,000.00 charge if Owner's consent to the request. **In the event that the lease maturity date ends, and the tenant continues to reside at the premises on a month-to-month agreement, tenant acknowledges and agrees that everything contained within this lease will still be applicable and be legally binding. Tenant acknowledges and agrees that a 60-day written notice shall be required by the tenant to terminate the month-to-month agreement** (in lieu of the 30-day minimum requirement by law). Tenant acknowledges and agrees to pay the full amount of rent due during this 60-day notice period. This written notification must be sent via certified mail (with return receipt as proof) to BEHG Properties, Inc. at 5140 Main St, Unit 303 Box 337, Williamsville, NY 14221. In addition, this 2-month notice must begin at the start of a rent-paying period (the 1st of the month).

(n) Failure to turn in keys when moving out will result in a \$75.00 charge.

2. Every covenant herein contained shall be deemed and is hereby made a condition.

3. In the event of the violation by the Tenant of any covenant, agreement or condition contained in this lease, then, in either case, the Owner shall have the right at the Owner's election to terminate this lease, on the first giving to the Tenant three days' notice of such election, to be served personally or by posting a notice in some conspicuous place in or about the premises hereby let, and the above mentioned term shall thereupon cease at the expiration of the said three days, in the manner and to the same effect as if that were the expiration of the original term of this lease. It is further agreed that such election shall be in the discretion of the Owner and when exercised shall be conclusive upon the Tenant and in case the Tenant shall violate the covenant not to underlet or assign, or to use the premises only for the purpose aforesaid, then the Owner in addition to terminating the lease as heretofore provided, may also recover as damages for the violation of said covenants, or either of them, a sum equal to the amount of six months' rent of the premises as herein reserved, as stipulated and liquidated damages, and not as a penalty.

4. If the said premises shall at any time become vacant during the said term in consequence of the removal of the Tenant, for non-payment of rent, by legal process, or any other cause, the Owner may re-enter the same, and use such force for that purpose as the Owner shall think fit, without being liable to any prosecution therefore, and may thereupon treat the said lease as terminated, change the door locks, and re-let the said premises for his own use; or the Owner may re-let said premises as the agent of the Tenant applying avails there of; first, to the expenses that may accrue in re-entering and then to the payment of then to the payment of the rent due as herein provided, and the balance to pay over to the Tenant for any balance remaining due after so applying the proceeds, and the right to hold the Tenant for such balance shall survive the issuance of any warrant of disposes or re-entry by the Owner or other termination or cancellation of this lease.

5. In case the premises herein leased shall be partially damaged by fire, the same shall be repaired as speedily as possible by the Owner. In case the premises shall be totally destroyed by fire, or so much damaged as to render them untenable, either party hereto may serve personally, or by registered mail, upon the other party within ten days after such fire, a thirty-day written notice of the intention of such party to terminate this lease and the term therein provided for and at the end of such thirty days the Tenant shall pay all rent to the date of said fire and surrender up to the Owner said premises discharged of this lease.

6. The sum of \$650.00 dollars is to be deposited by the Tenants as a damage deposit, and may also be used towards past due rent and or late fees in its entirety.

This deposit is not to be used as the last months rent. THE PREMISES HAS BEEN CLEANED PRIOR TO YOUR OCCUPANCY. IT WILL BE CLEANED AGAIN AFTER THE TENANTS DEPARTURE AND THE CLEANING CHARGES WILL BE DEDUCTED FROM THE TENANTS DEPOSIT IF SAID TENANTS DID NOT ABIDE BY PARAGRAPH (h) AS GOVERNED BY THE "CLEANING CHECKLIST" GIVEN ONE MONTH PRIOR TO VACATING THE PREMESIS. THE BALANCE OF THE DEPOSIT WILL BE RETURNED AT THE TIME OF DEPARTURE IF ALL COVENANTS HAVE BEEN MET AND NO DAMAGE HAS BEEN DONE TO THE PREMISES OR ITS CONTENTS AS GOVERNED BY THE "CLEANING CHECKLIST".

7. TENANTS AGREE TO USE PLASTIC BAGS WITH TWIST TIES AND REMOVE ALL GARBAGE AND DEBRIS FROM PREMISES ON A WEEKLY BASIS. TENANTS AGREE TO PLACE ALL GARBAGE ITEMS IN ONE OF THE TRASH RECEPTICAL LOCATED ON THE PREMESIS PRIOR TO THE THURSDAY PICKUP. IN THE EVENT THAT A CITATION IS DELIVERED TO THE APPARTMENT FOR HAVING TRASH DIRECTLY OUTSIDE THEIR APARTMENT OR ON THEIR PORCH, IT IS THE TENANTS RESPONSIBILITY TO INFORM THE OWNER AND LANDLORD AND PAY ANY SUCH FINE. IN THE EVENT THAT THE OWNER IS CHARGED ANY FEES RELATED TO ANY GARBAGE CITATION, ALL CHARGES WILL BE BILLED TO AND PAID FOR BY THE TENANT.

8. Tenants are FORBIDDEN TO USE THE FRONT PORCH FOR ANY TYPE OF GRILLING OR BARBECUING. PORCH RAILINGS ARE TO BE KEPT FREE OF TOWELS & CLOTHING.

9. Tenant is not to place any belongings or trash in any common area including but not limited to hallways, stairways, and basements. If any belongings are placed in these areas, Tenant will be notified, and Tenant shall remove these items within stated time, or these items will be discarded by the landlord at a cost determined at the landlord's sole discretion.

10. Tenants are responsible for the clean up of any trash caused by tenant to be in the common areas including, but not limited to all garbage, and cigarette butts. Tenants are also responsible for removing and cleaning up for all animal feces. Tenants will be fined accordingly for violating this covenant at a cost determined at the landlord's sole discretion.

11. THE PREMESIS IS TO BE KEPT FREE FROM UNLICENSED MOTOR VEHICLES. IN THE EVENT THAT THE LANDLORD HAS TO REMOVE ANY VEHICLE, THE TENANTS WILL BE SUBJECT TO A FEE, THE AMOUNT OF WHICH IS AT THE DISCRETION OF THE LANDLORD. ON THE FIRST DAY OF OCCUPANCY THE TENANTS WILL ALSO BE MADE AWARE OF THE TRASH DISCLOSURES IN WRITING AND THAT THEY UNDERSTAND THAT IF THEIR APARTMENT RECEIVES A SUMMONS FROM THE SANITATION DEPARTMENT THAT THEY WILL BE THE PARTY RESPONSIBLE TO PAY SUCH FINES BASED ON THEIR NEGLIGENCE.

12. THIS LEASE IS BEING SIGNED JOINTLY AND SEVERALLY. IN ADDITION, THE TENANTS AGREE THAT LANDLORD SHOULD CONTACT THE TENANTS PARENTS IF TENANTS ARE DELINQUENT TO SATISFY THE TENANT'S DEBT. IN ADDITION, TENANTS CONSENT AND AGREE THAT OWNER/LANDLORD CAN UTILIZE THE TENANT'S CONTACT INFORMATION AT THE OWNER'S/LANDLORDS SOLE DISCRETION IN COLLECTION EFFORTS FOR THE TENANT'S DEBT.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above-mentioned.

Tenants Signatures:

(L.S.)

(L.S.)

Owner or Representative
FOR AND IN CONSIDERATION, of the letting of the premises within described, and for the sum of One Dollar, receipt whereof being hereby acknowledged, I hereby become security for the punctual payment of the rent, and performance of the covenants in the within written agreements, mentioned to be paid and performed, and if any default shall be made therein I do hereby promise and agree to pay unto BEHG Properties Inc. any deficiency and fully satisfy the conditions of the said agreement, without requiring any notice of non- payment of proof of demand made. GIVEN UNDER MY HAND AND SEAL, THE _____, 2008

FINAL RECAP ADDRESSED TO: _____, Grand Island, NY 14072

TENANTS Information Sheet
Print: Must be Legible

Tenant's Full Name: _____

Tenant's Social Security # _____

Driver' License # _____ License Issued in state of: _____

Home Address: _____

City/State/Zip: _____

Home Phone: () _____ Tenants Cell Phone: () _____

E-mail address: _____

Tenant's Full Name: _____

Tenant's Social Security # _____

Driver' License # _____ License Issued in state of: _____

Home Address: _____

City/State/Zip: _____

Home Phone: () _____ Tenants Cell Phone: () _____

E-mail address: _____

BEHG Properties, Inc. Welcome letter and contact information

Please find the following background information about our Company and our contact information:

- BEHG Properties began operating in November 2006. The Company has five owners, which operate the Company as follows: Brad Engel, Russ Hiltermann, Dave Glover, Chris Byers and Shawn Engel.
- Brad Engel is the President of BEHG Properties, Inc. Brad Engel lives out of state, but can be reached at Bradley.engel@ge.com or by phone at 301-634-3296.
- Russ Hiltermann is the Chief Risk Officer, and is in charge of Billings, Collections, Evictions, and monitoring the Company's e-mail account: behgpropertiesinc@yahoo.com, which tenants use to report any issues. Russ can be reached at 661-478-6900, or at the Company's e-mail account: behgpropertiesinc@yahoo.com. Russ lives in California, so please remember the 3-hour time difference if contacting by phone.
- Shawn Engel is the owner of Engel Properties/ Management, whom BEHG Properties, Inc. has hired to act on its behalf as the Management Company to complete apartment showings, lease signings, maintenance repairs, and is responsible for work order requests. Shawn lives locally in the Buffalo area and can be reached at 716-984-7813.
- Dave Glover assists Shawn Engel in the generation of work order requests and tracks their completion.
- Mike Kuhn is the primary maintenance employee of Engel Properties/ Management. Mike resides at our apartment complex at 2460 Baseline, Apt.#4. Please do NOT contact Mike with your maintenance requests, unless it is a heating, fire, or water-leak emergency. All work order requests should be either emailed to behgpropertiesinc@yahoo.com, or mailed to our rent payment address.
- Our rent payment mailing address is
BEHG Properties, Inc
5140 Main St, Unit 303, Box 337
Williamsville, NY 14221.

Please ensure that you do NOT write PO Box in the address. If you do, the mail will be returned. It is also best if you write the street address, unit #, and box # all on the same line. We have had numerous items returned when it is written incorrectly.

- Please be sure to mail the rent so that it is received by the 5th of the month.
- We hope you enjoy living in your new apartment.

Regards,

BEHG Properties, Inc.