

SECTION XIV

DEFAULT. IF THE TENANT DEFAULTS IN THE PAYMENT OF RENT OR ANY PART THEREOF, AT THE TIMES HEREINBEFORE SPECIFIED, OR IF THE TENANT DEFAULTS IN THE PERFORMANCE OF OR COMPLIANCE WITH ANY OTHER TERM OF CONDITION HEREOF, OR OF THE REGULATIONS ATTACHED HERETO AND MADE A PART HEREOF, WHICH REGULATIONS SHALL BE SUBJECT TO OCCASIONAL AMENDMENT OR ADDITION BY LANDLORD, THE LEASE, AT THE OPTION OF THE LANDLORD, SHALL TERMINATE AND BE FORFEITED, AND LANDLORD MAY FILE A SUMMARY EJECTMENT WITH THE COUNTY MAGISTRATE'S OFFICE FOR A MONEY JUDGEMENT AND/OR POSSESSION OF THE PROPERTY. LANDLORD MAY RECOVER DAMAGES, INCLUDING COSTS AND ATTORNEY'S FEES FROM THE TENANT. It is expressly understood and agreed between the parties that in the event the Landlord is forced to retake possession of the apartment under this section of the Lease, that the Tenant shall not be relieved of his duty to pay rent as provided in this Lease; it is further understood, that the balance of the rent remaining on this Lease shall then immediately be due and payable to the Landlord. It is further understood and agreed between the parties that in the event that Lease is terminated under this section, that the security deposit shall immediately be forfeited to the Landlord.

SECTION XV

DESTRUCTION OF PREMISES AND IMMINENT DOMAIN. In the event the leased premises are destroyed or rendered untenantable by fire, storm, earthquake, or other casualty not caused by the negligence of the Tenant, or if the same are taken by imminent domain, this Lease shall be at end from such time, except for the purpose of enforcing rights that may have then accrued hereunder. The rental shall then be accounted for between Landlord and Tenant up to the time of such injury or destruction or taking of the premises. Tenant paying up to such date and Landlord refunding the rent collected beyond such date. Should a part only of the leased premises be destroyed or rendered untenantable by fire, storm, earthquake or other casualty not caused by the negligence of Tenant, the rental shall abate in the proportion which the injured part bears to the whole leased premises, and such parts so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Lease continue according to its terms. A condemnation award shall belong exclusively to Landlord.

SECTION XVI

TERMINATION OF TENANCY BY TENANT. Unless otherwise notified, the Landlord and Tenant agrees the lease will continue month to month at the end of the lease period. It is further agreed the original lease terms will remain in effect unless amended by the Landlord. If Tenant does not complete the term of this Lease, Tenant is responsible for the rent until the unit is re-rented.

Tenant agrees to provide 60 (sixty) days written notice prior to vacating the premises. If the Tenant does not provide the proper notice, the Tenant will be responsible for the rent from the date the Landlord is notified in writing of the Tenant's intention to vacate through the thirty days.

SECTION XVII

SECURITY SYSTEM AND SMOKE DETECTOR. A Security system and battery or hard wired smoke detector are provided in the above referenced apartment for the Tenant's use. The systems are local sounding devices. Monitoring service for the security system is an option to the Tenant (monitoring fees are the responsibility of the Tenant.) It is the responsibility of the tenant to test and/or replace the battery and test the operation of the smoke detector weekly. It is understood that the Landlord is not an insurer, that insurance, if any, shall be obtained by the Tenant. The Landlord makes no guaranty or warranty, including any implied warranty of merchantability or fitness, that the system or services supplied, will avert or prevent occurrences or the consequences there from, which the system or services is designed to detect. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of the Landlord to perform any of its obligations hereunder. The Tenant does not desire this contract to provide for full liability of the Landlord and agrees that the Landlord shall be exempt from liability of loss, damage, or injury due directly or indirectly to occurrences, or consequences there from, which the services or systems are designed to detect or avert. In the event any person, not a party to this Agreement, shall make any claim or file any lawsuit against the Landlord for failure of its equipment or services in any respect, Tenant agrees to indemnify, defend and hold Landlord harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorney's fees.

SECTION XVIII

TENANT OWNERS INSURANCE POLICY. The Property Owner, Landlord and Property Manager do not carry any insurance to the benefit of the Tenant including but not limited to General Liability, Workers Compensation or Fire Insurance on the Tenant or the Tenant's personal property. Landlord requires that the Tenant purchase a Tenant Owners insurance policy covering the Tenant for personal liability and personal property. Tenant is required to provide Landlord with a Certificate of Insurance listing property owner, MATTIE, INC. as additional insured.

TENANT'S ACKNOWLEDGEMENT (initial)



SECTION XIX

BINDING EFFECT. The covenants and conditions herein contained, shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Lease.

MORTGAGE LENDER. The apartments are financed with a mortgage lender. The mortgage lender is referred to as the mortgagee. Tenant agrees not to look to the mortgagee as mortgagee, mortgagee in possession, or successor in title to the Premises, for accountability for any security deposit required by the landlord hereunder as security for the tenant's performance of this Lease. At the option of the mortgage lender, this lease may at any time during its continuation be made superior or subordinate to the lien of any one or more mortgages affecting the Premises.

HAZARDOUS SUBSTANCES. Tenant agrees not to handle, store or dispose of any hazardous or toxic waste or substance upon the Premises which are prohibited by any federal, state or local statute, ordinance or regulation. Tenant hereby covenants to indemnify and hold Landlord, its successors and assigns, harmless from any loss, damage, claims, costs, liability or cleanup costs arising out of Tenant's use, handling, storage or disposal of any such hazardous or toxic wastes, constituents or substances on the Premises.

SECTION XX

Tenant hereby acknowledges receipt of a copy of said lease and of the regulations regarding the use of said apartment complex.

IN WITNESS WHEREOF, the parties have executed this Lease at 5836 Fayetteville Road Suite 203 the day and year first above written.

North Carolina law prohibits the use of gas, charcoal or wood grills within ten (10) feet of a multiple housing building with three or more units.

Should the premises described above not be surrendered to Landlord on a timely basis in order to lease to you then Landlord may return the deposit to you and the Landlord and you are free of obligation.

In the alternative, you may choose to lease another available apartment unit at the scheduled rental rate for that other apartment.

Washer/Dryer: Included

Tenant Han Lin (Seal)

Tenant [Signature] (Seal)

BRADFORD RIDGE APARTMENTS
TICON PROPERTIES, LLC, Property Manager
By: [Signature] (Seal)