

F-2013-2367019

REAL ESTATE LEASE

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This Lease Agreement (this "Lease") is dated June 1, 2011, by and between Phillip Swartley ("Landlord"), and Kate Swartley ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant Apartment A5 (the "Premises") located at 250 Freed Road, Harleysville, PA 19438.

TERM. The lease term will begin on June 1, 2011 and will terminate the last day of May 2012.

LEASE PAYMENTS. Tenant shall pay to Landlord lease payments of \$280, payable in advance on the first day of each month, for a total lease payment of \$2,400

\$400

4,800

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POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES/ABSENCES. Tenant shall occupy and use the Premises as a dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

OCCUPANTS. No more than 4 person(s) may reside in your designated area unless the prior written consent of the Landlord is obtained.

PETS. One small cat shall be allowed on the Premises.

STORAGE. There is no storage available to the tenant outside the apartment itself.

PROPERTY INSURANCE. Tenant shall maintain casualty insurance on the Premises in an amount equal to \$100,000.00. Landlord shall be named as an insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall have the right to require that the Landlord receive notice of any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

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RENEWAL TERMS. This Lease shall automatically renew for an additional period of 1 month per renewal term, unless either party gives written notice of termination no later than 30 days prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease.

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UTILITIES AND SERVICES.

Landlord shall be responsible for the following utilities and services in connection with the Premises:

- Oil heat
- water and sewer
- hot water
- Lawn maintenance and snow removal
- trash

Tenant shall be responsible for the following utilities and services in connection with the Premises:

- ~~electricity - lights, refrigerator and stove~~
- telephone service
- cable & internet

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Tenant acknowledges that Landlord has fully explained to Tenant the utility rates, charges and services for which Tenant will be required to pay (if any), other than those to be paid directly to the utility company furnishing the service.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

PERSONAL TAXES. Tenant shall pay all personal taxes and any other charges which may be levied against the Premises which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 30 days' written notice to Tenant that the Premises have been sold.

HABITABILITY. Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 10 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action shall be added to Tenant's financial obligations under this Lease. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

LATE PAYMENTS. For any payment that is not paid within 10 days after its due date, Tenant shall pay a late fee of \$25.00.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged \$25.00 for each check that is returned to Landlord for lack of sufficient funds.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord. Candles allowed in bedrooms only under close supervision.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature. Township quiet hours are 11 pm to 7 am.

MECHANICS LIENS. Neither Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

LANDLORD:

Branch Creek Properties
PO Box 166
Silverdale, PA 18962

TENANT:

Kate Swartley
Apartment A5
250 Freed Road
Harleysville, PA 19438

Such addresses may be changed from time to time by either party by providing notice as set forth above.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Pennsylvania.

ENTIRE AGREEMENT/AMENDMENT. This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

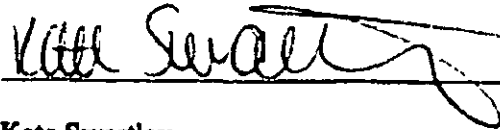
BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LANDLORD:



Branch Creek Properties

TENANT:



Kate Swartley

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**RESIDENTIAL LEASE
INSPECTION CHECKLIST**

Tenant has inspected the Premises and states that the Premises are in satisfactory condition, free of defects, except as noted below:

	SATISFACTORY	COMMENTS
Bathrooms	_____	_____
Carpeting	_____	_____
Ceilings	_____	_____
Closets	_____	_____
Dishwasher	_____	_____
Disposal	_____	_____
Doors	_____	_____
Fireplace	_____	_____
Lights	_____	_____
Locks	_____	_____
Refrigerator	_____	_____
Screens	_____	_____
Stove	_____	_____
Walls	_____	_____
Windows	_____	_____
Window coverings	_____	_____
_____	_____	_____
_____	_____	_____

Handwritten notes:
 CURRENTLY NO NEED TO BE PAINTED WILL WORK OVER
 WEATHERED, REPAINTED AT THIS SUMMER
 SWARTLEY - TENANT

6/1/11

 Date

Tenant:

 Kate Swartley

Acknowledged by Landlord:

 Branch Creek Properties

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Final Checklist for Residential Real Estate Lease
Property Address: Apartment A5, 250 Freed Road, Harleysville, PA 19438
June 1, 2011

Make It Legal

- The Residential Real Estate Lease should be signed by Kate Swartley.
- The Residential Real Estate Lease should be signed by Branch Creek Properties.
- Some states require that if a lease exceeds a specified number of years, it must be recorded in the public records, which, in turn, usually requires that the document be notarized. If the original term of the Lease will extend beyond one year, you should investigate the specified requirements of your state with respect to notarizing and/or recording the Lease.
- The Inspection Checklist should be signed by the Landlord and Tenant after conducting the inspection.

Copies

Give a signed copy of the Lease and the Inspection Checklist to:

- Kate
- Branch Creek Properties

Deposits Required

First Month's Rent June 1, 2011	\$ 200	<u> </u> Paid <u> </u>
Total Owed	\$ 0	<u> </u> / <u> </u>

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