

GENERAL RESIDENTIAL DWELLING LEASE TEMPLATE

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1. DATE OF LEASE OFFER: 02/08/2026

2. LANDLORD OR AUTHORIZED REPRESENTATIVE OF LANDLORD (Collectively referenced herein as "Landlord")

MR. PROPERTY HOLDING LLC

3. TENANT: RAFAEL YONAH SHENK, AVIVA SHENK, PAUL HOWARD SHENK

4. LEASED PROPERTY ADDRESS ("THE PROPERTY"): 7035 Wallis Ave, Baltimore, MD 21215

5. INITIAL LEASE TERM: Landlord leases to Tenant and Tenant leases from Landlord the Property for the term of 11 year(s) or month(s) commencing on the 11 day of February 2026 (mo./yr.) and ending on the 28 day of February 2027 (mo./yr.) (the "Initial Term"), at a total rental of Twenty-five thousand two hundred eighty-five and Dollars (\$ 25,285.00) for said Term, due and payable in equal monthly installments of Two thousand and 00/100 Dollars (\$ 2,000.00), in advance, on the first day of each and every month ("Rent Due Date") of said Term, plus if applicable the sum of _____ Dollars (\$ _____) on _____ as "pro rata" rent for the period _____ through _____.

If this Lease commences on a day other than the first day of the month, the amount of Rent to be paid for the balance of said first month will be apportioned pro rata; thereafter rent will be paid on the first day of the month as aforesaid. Tenant covenants and agrees to pay said Rent as set forth herein. Tenant agrees to pay rent to MANAGEMENT COMPANY at 4434140104

(or at such other place as Landlord may from time to time designate) without deduction, demand or offset and said obligation to pay Rent is independent of any other clause herein. Failure to pay said rent at the time specified will constitute default and Landlord may pursue any remedy, whether at law or in equity, afforded under the terms of this Lease and/or applicable law. All sums of money or other charges, including payments and/or repairs, required to be paid by Tenant to Landlord or to any other person under the terms of this Lease, whether or not the same be designated "rent" or "additional rent", will be deemed rent and will be collectible as such. Landlord shall furnish to Tenant a receipt for all cash paid by Tenant to Landlord for rent, security deposit or otherwise.

6. PERSONS WHO WILL OCCUPY THE PROPERTY: Tenant covenants and agrees that the Property shall be occupied only by the following person(s), and by no other persons: AVIVA SHENK, RAFAEL YONAH SHENK, YOSEF SHALOM SHENK, ESTHER SHENK, CHAYA TZIVIA SHENK, SHMUEL SIMCHA SHENK, SIMA SHENK. additional children born to this family' can

Tenant represents and warrants to Landlord that neither Tenant nor any person(s) identified in this Paragraph has been convicted of a felony crime in any federal or state court except as otherwise disclosed by Tenant to Landlord on the application for tenancy form, as signed by Tenant.

7. RENEWAL OF LEASE TERMS (Landlord and Tenant to initial one selection):

PS AS RS PA A. END OF INITIAL TERM. Tenant agrees to vacate the Property by the last day of the Initial Term. Landlord shall provide Tenant with a minimum of sixty (60) days notice to vacate prior to the end of the initial term.

B. MONTH-TO-MONTH: This Lease shall continue in force from month to month after the expiration of the

Tenant PS AS RS

Page 1 of 12 10/25 Landlord/Authorized Representative of Landlord pt

Tenant acknowledges that this paragraph (SECURITY DEPOSIT) shall serve as receipt of Security Deposit.

PS AS/RS TENANT'S INITIALS

15. PETS/SERVICE ANIMALS:

A. PETS: Tenant is not allowed to keep pets on the Property except with the written permission of Landlord. Landlord may revoke permission to allow pets for reasonable cause. Tenants who are authorized to have pets agree to pay the cost of having the Property de-fleaed and de-ticked by a professional exterminator, and if carpeted, the carpeting shampooed and deodorized by a professional cleaner, at the termination of occupancy. Tenant further agrees to assume all liability for pet's behavior and actions, and will be responsible for compliance with all laws, regulations and ordinances regarding pets and for any damage caused by said pet including, but not limited to, odor and property damage.

Pet Rent Addendum attached:

Yes ☐ No ☐

B. SERVICE ANIMALS: If Tenant or Tenant's minor child has a disability, Tenant may keep and maintain a service animal trained to do work or perform tasks for the benefit of the individual with a disability. Such service animal may be kept within the Property, and shall have access to the rental facility and all other related structures in accordance with applicable laws. If Tenant has a service dog, Tenant agrees to pay the cost of having the Property de-fleaed and de-ticked by a professional exterminator, and if carpeted, having the carpeting shampooed and deodorized by a professional cleaner, at the termination of occupancy. Tenant agrees to assume all liability for the service animal's behavior and actions, and agrees to comply with all laws, regulations and ordinances regarding such service animal. Tenant shall be liable for any damages to the Property or facilities caused by the service animal, including, but not limited to, odor and property damage. **NOTICE: A Landlord may not require a Tenant with a disability accompanied by a service animal to pay a security deposit for the service animal.**

Tenant has service animal:

Yes ☐ No ☐ TYPE OF SERVICE ANIMAL(S) _____

C. PET PROTECTION DURING EVICTION/LOSS OF POSSESSION OF PROPERTY: If Tenant is evicted or loses possession of the Property pursuant to a court order, Tenant should visit <https://mda.maryland.gov/SiteAssets/Pages/Pets-and-eviction/HB102%20-%20Pet%20Protections%20During%20Eviction%20Flyer.pdf> on the Maryland Department of Agriculture website for information on how to provide housing for the pet during Tenant's temporary or permanent housing relocation.

16. TENANT'S RIGHT TO OCCUPY THE PROPERTY: Landlord agrees that Tenant may, peaceably and quietly, enter the Property at the beginning of the Term and that the Property will be made available in a condition permitting reasonably safe habitation. If permission is given to Tenant to enter into possession of the Property prior to the date specified for the commencement of the Term, such occupancy shall be deemed to be in accordance with all the terms, covenants, conditions and provisions of this Lease, and the rent shall be apportioned for such period of occupancy.

17. SMOKE ALARM INSTALLATION AND MAINTENANCE: Tenant acknowledges that Landlord has installed one or more smoke alarms in accordance with §§ 9-101 through 9-109 of the Public Safety Article of the Annotated Code of Maryland. **NOTICE:** Local jurisdictions may have additional requirements. Tenant further acknowledges that with respect to any smoke alarm installed in accordance with state or local law, said smoke alarm is in good condition and proper working order as of the date of this Lease. Tenant agrees not to obstruct or tamper with any smoke alarm, or otherwise permit any smoke alarm to be obstructed or tampered with for any reason whatsoever. Tenant further agrees to test the smoke alarm periodically and to report in writing to Landlord any malfunction. Written notification of any malfunction shall be delivered by certified mail, return receipt requested to Landlord, or by hand delivery to Landlord, at the address used for the payment of rent. If the delivery of the notification is made by hand, Landlord shall provide to Tenant a written receipt for the delivery. Landlord shall provide written acknowledgment of the notification and shall repair or replace the smoke alarm within 5 calendar days after the notification. Tenant assumes sole responsibility to test the smoke alarm and shall indemnify and hold Landlord harmless from any and all liability for injury, death, property damage, or other loss resulting from any defect or malfunction of such smoke alarm which Tenant shall not have specifically reported in writing to Landlord as required. If any smoke alarm within the Property becomes damaged by tampering or through the negligence or deliberate misuse or abuse by Tenant, any resident of the Property, or any agent, employee, invitee or family member of Tenant, Tenant shall promptly notify Landlord and Landlord shall promptly cause the smoke alarm to be repaired or replaced. Upon demand, Tenant shall pay to Landlord the costs of repair or replacement.

Tenant PS AS, RS

of neighbors, and Tenant further covenants and agrees that Tenant will not use or permit the Property to be used for any improper, illegal, or immoral purposes, nor use, permit, or suffer the same to be used by any person or persons in any noisy, dangerous, offensive, illegal, or improper manner. Tenant further agrees that no drugs or other illegal substances will be used, manufactured, sold, or distributed within, on, or from the Property. Tenant shall indemnify and save Landlord harmless from (a) any and all liability, loss, cost, damage or expense arising out of any violation by Tenant of such laws, codes, ordinances, rules or regulations; (b) any violation or non-performance by Tenant of any of the covenants contained herein; or (c) any other act or omission of Tenant, other residents of the Property, or Tenant's agents, employees, invitees, or family members. All electrical, heating, air-conditioning, mechanical, and plumbing equipment and facilities shall be used for their intended purposes only.

22. COMMUNITY ASSOCIATION: In the event the Property is part of a condominium or homeowner association, Tenant agrees to obey and abide by the declaration, covenants, by-laws, restrictions, rules and regulations promulgated from time to time by the council of unit owners of the condominium or the homeowner association, copies of which shall be provided to Tenant by Landlord prior to occupancy. Landlord shall not be liable to Tenant for the violation of any of the declarations, covenants, restrictions, rules and regulations or the provisions in any other lease by any other tenant or occupant in the development. Unless otherwise provided in the Lease, Landlord is responsible for payment of Condo/HOA fee. Tenant acknowledges receipt of applicable documents. PS AS / RS **TENANT'S INITIALS**

23. UTILITIES AGREEMENT: The obligations of Landlord and Tenant with respect to the provision of utilities shall be as follows:
UTILITY FURNISHED AT COST OF:

	<u>Landlord pays:</u>	<u>Tenant pays utility provider directly:</u>	<u>Landlord pays and tenant reimburses landlord:</u>
a. Cable TV	☐	☒	☐
b. Cold Water/Sewer	☐	☒	☐
c. Cooking Fuel	☐	☒	☐
d. Electricity	☐	☒	☐
e. Heating Fuel	☐	☒	☐
f. Heating of Water	☐	☒	☐
g. Trash Removal	☐	☒	☐
h. SNOW REMOVAL	☐	☒	☐
i. _____	☐	☒	☐

In the event the Property uses oil/propane for heat, the arrangement is as follows: _____

If Tenant pays the costs of utilities for water, sewer, gas, or electricity directly to Landlord, Landlord shall provide a copy of the water, sewer, gas, or electricity utility bill to Tenant.

Costs for utilities which are to be furnished at the expense of Tenant, as listed above, shall be considered additional rent and Tenant agrees to pay such costs when due. If Tenant fails to pay any utility costs within fifteen (15) days of receipt of the bill, such failure shall constitute a default under this Lease and Landlord may, in Landlord's discretion, pay such costs, in which event, the amount thereof shall be added to and deemed part of the rent due and shall be payable by Tenant to Landlord on demand. Landlord shall have the same remedies for the collection of such utility costs as Landlord has for the non-payment of rent under this Lease.

24. AGREEMENT FOR REPAIR OF UTILITY OR SERVICE: If, under the terms of this Lease, Landlord has agreed to furnish any service or utility at Landlord's cost and expense, Landlord may temporarily stop or curtail the furnishing of any such service or utility for the purpose of repairing or replacing the equipment or utility lines furnishing such service or utility without direct or indirect liability to Tenant if an accident or malfunction occurs. Should Landlord temporarily stop or curtail the furnishing of any such service or utility, Landlord shall use due diligence in restoring such service or utility.

25. AGREEMENT IF UTILITIES ARE INTERRUPTED: In the event Landlord or Tenant is prevented or is unable, for reasons beyond Landlord's or Tenant's control, to obtain fuel, electricity, water or sewer or the services they respectively have agreed to furnish, or in the event of the rationing or non-delivery of same, Landlord is hereby released and discharged from any liability, loss, cost, damage or expense, direct or indirect, which might be suffered by Tenant, and this Lease shall continue in full force and effect for the full rent without abatement.

26. MAINTENANCE AND REPAIRS: Landlord shall maintain, and/or repair/replace (if necessary in Landlord's sole discretion) the plumbing, heating, cooling, electrical systems, and also the exterior walls and roof of the Property. However, Tenant shall be obligated for the costs of such repairs, replacements, and related services if the need for such repairs, replacements, and related

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F. SPACE HEATERS: Tenant acknowledges that space heaters are not permitted on or about the Property.

32. WATER CONDITIONING SYSTEM, SWIMMING POOL, HOT TUB/SPA: In the event the Property has a water conditioning system, swimming pool, and/or hot tub/spa, Tenant understands and agrees to exercise due caution in the care of these systems. Tenant agrees to properly maintain said systems at Tenant's expense according to the instructions provided. The cost of all chemicals and filters shall be at the expense of the Tenant. Until further notice, the designated service company is _____.

33. WATER/MOISTURE/MOLD: Tenant shall promptly notify Landlord in the event of the presence of water moisture, water leaks, water spillage (including in or around roof, windows, doors, ceilings, floors, toilets, bathtubs, sinks, dishwasher, washing machine, refrigerator, freezer, air conditioning unit(s), faucets), flooding and/or water damage to the Property. In the event of water moisture, water leaks, water spillage, flooding and/or water damage, Tenant shall take immediate measures to contain the water and to prevent further water damage including turning off any faucets and to cease the use of any toilet, sink, bathtub or appliance causing such water leaks or spillage. Tenant shall notify Landlord promptly in the event mold of any type is observed within the leased Property. Upon notification from Tenant, Landlord, at Landlord's sole expense, shall promptly remediate and repair any water damage to the Property caused by water moisture, water leaks, water spillage or flooding and remove in accordance with industry standards any mold within the Property which occur through no fault of Tenant. In the event water damage or mold occurs within the Property through the negligence of Tenant, Tenant shall pay, as additional rent, all costs and expenses incurred by Landlord, to remediate and repair such water damage and removal of mold.

Tenant acknowledges receipt of the pamphlet entitled *A Brief Guide to Mold, Moisture, and Your Home* published by the U.S. Environmental Protection Agency, or a substantially similar pamphlet issued by the Maryland Department of the Environment in accordance with Maryland Code, Environment, Section 6-1702.

PS AS / TENANT'S INITIALS

34. LEAD-BASED PAINT:

A. FEDERAL LEAD-BASED PAINT LAW: Title X, Section 10108, The Residential Lead-Based Paint Hazard Reduction Act of 1992 (the "Federal Program") requires the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the rental of residential real property. An owner of pre-1978 housing is required to disclose to Tenant based upon owner's actual knowledge, all known lead-based paint hazards in the Property and provide Tenant with any available reports in owner's possession relating to lead-based paint or lead-based paint hazards applicable to the Property. In the event the Federal Program is applicable, the Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards is attached and hereby made a part of this Lease.

B. MARYLAND LEAD POISONING PREVENTION PROGRAM: If the Property was built prior to 1978, the Property is also subject to the Maryland Lead Poisoning Prevention Program Act contained in the Maryland Code, Environmental Article Section 6-801 et seq. (the "Maryland Program"). Detailed information regarding compliance requirements may be obtained at <http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx>.

6. AGE CLASSIFICATION OF PROPERTY: Landlord represents and warrants to Tenant(s), broker(s), broker(s)' agents and subagents, intending that they rely upon such warranty and representation, that:

The Federal Program (check one)

- ☐ the Property was built during or after 1978; the Federal Program does not apply.
- ☐ the Property was built before 1978; the Federal Program applies.

The Maryland Program (check one)

- ☐ the Property was built prior to 1978; the Maryland Program applies.
- ☐ the Property was built during or after 1978; the Maryland Program does not apply.

Age Classification Unknown (check if applicable)

- ☐ Landlord is uncertain as to age classification, therefore, Landlord acknowledges that, for the purposes of the rental contemplated by this Lease, the Property will be treated as though it had been constructed prior to 1978, and agrees that the Property is fully subject to both the Federal Program and the Maryland Program as to the presence of lead-based paint and/or lead-based paint hazards.

D. ACKNOWLEDGEMENT: Tenant understands that the Property may be subject to the Federal Program and the Maryland Program as to the presence of lead-based paint and/or lead-based paint hazards. If the Property is subject to Federal Program and the Maryland Program as to the presence of lead-based paint and/or lead-based paint hazards, Tenant acknowledges receipt of the following required brochures:

1. Under Federal Law (The Residential Lead-Based Paint Hazard Reduction Act of 1992)

- a. The EPA "Protect Your Family From Lead In Your Home" brochure.

2. Under Maryland Law (The Maryland Lead Poisoning Prevention Program)

- a. The Notice of Tenants' Rights, Lead Poisoning Prevention, as published by the Maryland Department of the

Tenant PS AS

arising from any omission, fault, negligence, or other misconduct of Landlord on or about those areas which are not within Tenant's exclusive control.

39. JOINT AND SEVERAL LIABILITY: Each Tenant is jointly and severally liable to Landlord for full performance under each and every covenant and condition of this Lease and for compliance with applicable law.

40. TENANT INDEMNIFIES LANDLORD: Tenant shall indemnify and hold Landlord harmless against and from any and all liability arising from any injury or death, property damage, or other loss during the Term to person or property arising within those portions of the Property within the exclusive control of Tenant, or occasioned by any act or omission of Tenant, any resident of the Property, or of any agent, employee, invitee, or family member of Tenant.

41. TENANT'S RESPONSIBILITY AT END OF TERM: Tenant agrees to surrender the Property to Landlord at the end of the Initial Term, or any renewal thereof, in the same condition as when received, ordinary wear and tear excepted. Tenant further agrees to surrender the Property free and clear of all furniture and debris and in a broom clean condition.

42. FAILURE TO VACATE AT TERMINATION: If Tenant does not vacate the Property on or before the last day of the applicable Term, Landlord may in accordance with Maryland law (a) eject Tenant and take possession of the Property; (b) hold Tenant liable as a tenant holding over at the same rent; and/or (c) exercise any other remedy granted to a landlord under Maryland law.

43. TENANT RESTRICTED FROM SUBLEASING OR ASSIGNING LEASE: Tenant shall not assign this Lease or sublet all or part of the Property without the prior written consent of Landlord, which consent may be withheld in the Landlord's sole and absolute discretion. Any assignment or subletting without Landlord's prior written consent shall be null and void and of no effect. Landlord may elect to accept rent directly from any assignee or subtenant, but the acceptance of rent from an assignee or subtenant shall not constitute a release of Tenant from Tenant's liability hereunder. Any consent to a subletting or assignment shall not constitute a waiver of the obligation of Tenant to obtain consent for any subsequent assignment or subletting, and such consent shall not constitute a release of Tenant from Tenant's liability hereunder.

44. TENANT'S AND LANDLORD'S RIGHTS IF PROPERTY IS DAMAGED: If the Property is (a) rendered totally uninhabitable by fire, act of God, or by the acts of rioters or public enemies; or (b) if the Property is only partially damaged or destroyed and Landlord, upon notice to Tenant, elects not to repair such damage or destruction, the tenancy hereby created shall immediately cease and all rent payable under this Lease shall be apportioned to the date of such occurrence. If, however, the Property is only partially destroyed or damaged and Landlord elects to repair the damage to the Property, then Landlord shall restore the Property to substantially the same condition as existed immediately before such occurrence without unreasonable delay. In such event, the rent payable under this Lease shall not be abated and this Lease shall remain in full force and effect.

45. TENANT'S AND LANDLORD'S RIGHTS IF PROPERTY IS TAKEN BY THE GOVERNMENT: If the Property or any part thereof is taken or condemned for a public or quasi-public use, this Lease shall, as to the part so taken, terminate as of the date title shall vest in the condemnor. Tenant waives all claims against Landlord and condemnor by reason of the complete or partial taking of the Property, and all damages awarded as a result of any condemnation, whether for the whole or a part of the Property, shall belong to and shall be the sole property of Landlord, whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Property.

46. LANDLORD'S RIGHT TO RE-RENT THE PROPERTY: If the Property becomes vacant because of the exercise by Landlord of Landlord's remedies under this Lease, or should Tenant abandon the Property, Landlord may take possession of and re-let the Property, as agent of Tenant, upon such terms and conditions as Landlord shall reasonably determine. Abandonment of leased Property means there is an absolute relinquishment of Property by Tenant consisting of act and intention. Tenant, upon demand by Landlord, shall pay to Landlord all costs and expenses incurred by Landlord in such re-letting and may be liable to Landlord for the difference between the rent payable under this Lease and the amount of the rent received upon any such re-letting. Nothing contained in this Lease shall be deemed to impose upon Landlord any obligation to show or lease the Property in preference to any other rental property(ies) owned by Landlord.

47. TENANT AND LANDLORD MAY MEDIATE DISPUTES: In the event a dispute between Landlord and Tenant arises out of or from this Lease, Landlord and Tenant acknowledge that such dispute may be voluntarily submitted to mediation through the local board/association of REALTORS®, the Maryland Association of REALTORS®, or through such other mediator or mediation service as may be mutually agreed upon by Tenant and Landlord in writing. Mediation is a process by which the parties attempt to resolve a dispute with the assistance of a neutral mediator who is trained to facilitate the resolution of disputes. The mediation process requires the voluntary participation by both Tenant and Landlord. The mediator has no authority to make an award, to impose a resolution of the dispute upon the parties, or to require the parties to continue mediation if either party does.

Information provided for reference only:

LISTING BROKERAGE COMPANY NAME: _____

BROKER OF RECORD NAME: _____

SALES ASSOCIATE NAME: POOYA FAKHERI

OFFICE ADDRESS: _____

OFFICE PHONE: _____ BROKER/SALES ASSOCIATE MLS ID: _____

SALES ASSOCIATE PHONE: _____ SALES ASSOCIATE E-MAIL: _____

ACTING AS: ☐ LISTING BROKER AND LANDLORD AGENT; OR
☐ INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

LEASING BROKERAGE COMPANY NAME: _____

BROKER OF RECORD NAME: _____

SALES ASSOCIATE NAME: _____

OFFICE ADDRESS: _____

OFFICE PHONE: _____ BROKER/SALES ASSOCIATE MLS ID: _____

SALES ASSOCIATE PHONE: _____ SALES ASSOCIATE E-MAIL: _____

ACTING AS: ☐ LANDLORD AGENT; OR
☐ SUBAGENT; OR
☐ EXCLUSIVE TENANT AGENT; OR
☐ INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

Tenant _____

Tenant PS, RS, AS

AMENDMENT/ADDENDUM

ADDENDUM NUMBER _____ to CONTRACT OF SALE/ LEASE _____

BUYER(S)/TENANT(S): RAFAEL YONAH SHENK, AVIVA SHENK, PAUL HOWARD SHENK

SELLER(S)/LANDLORD(S): MR PROPERTY HOLDING LLC

PROPERTY: 7035 Wallis Ave, Baltimore, MD 21215

For valuable consideration, receipt of which is hereby acknowledged, we, the undersigned parties hereby agree as follows:

TENANT RESPONSIBILITIES

- 1) LAWN CARE (CUTTING GRASS)
- 2) HVAC FILTER CHANGES (EVERY 1-2 MONTHS)
- 3) DAMAGE CAUSED BY TENANT

LANDLORD RESPONSIBILITIES

- 1) APPLIANES REPAIRS
- 2) BASEMENT FLOODING
- 3) ROOF LEAK
- 4) PLUMBING ISSUES (IF ITS NOT TENANT FAULT)

ANY OTHER REPAIRS TENANT PAYS FIRST \$100, LANDLORD PAYS THE REMAINING COST

the landlord will fix the drawer in the kitchen and add handles to those 3 drawers.

Landlord pays for pest control for the first 30 days

After 30 days, tenant is responsible unless:

Bird is stuck in the attic (landlord pays)

Tenant is allowed to make copies of keys with landlord's permission.

All other terms and conditions of the Contract shall remain the same and in full force and effect.

Paul Shenk (SEAL)

February 10, 2026

Buyer/Tenant

Date

Aviva Shenk, Rafael Shenk (SEAL)

2/10/2026 2/10/2026

Buyer/Tenant

Date

[Signature] (SEAL)

2/11/26

Seller/Landlord

Date

(SEAL)

Seller/Landlord

Date



10. RESOURCES

Office of Tenant and Landlord Affairs

Maryland Department of Housing and Community Development

Tenant and Landlord Affairs Website (<https://dhcd.maryland.gov/Tenant-Landlord-Affairs/Pages/default.aspx>)

The Office of Tenant and Landlord Affairs website has additional educational information and support staff for navigating renter rights and laws, including:

- Contact information for local legal aid organizations
- Contact information for local county offices of tenant rights
- Contact information for local homeless services and rental assistance programs if you have already lost your housing
- Frequently asked questions and answers for tenants and landlords
- Outreach materials for tenants and landlords
- How to report a case of fair housing discrimination or landlord violation of federal, state, or local renter laws to enforcement agencies

Maryland Access to Counsel in Evictions Program

Contact Information: Call 211 or go to Legal Help Maryland (LegalHelpMD.org)

Services Provided:

- This program can provide legal representation and advice to renters who have household income at or below 50% of Maryland's median income, and the household is at risk of eviction, have lost or are at risk of losing their housing voucher or subsidy.

Maryland District Court Self-Help Centers

Contact Information and Hours: District Court Help Centers
(<https://www.courts.state.md.us/helpcenter/inperson/dc>)

Services Provided:

- The self-help centers can assist renters with a landlord-tenant issue or case who are not already represented by a lawyer or attorney.
- The centers offer live chat, phone, and in-person services at 10 district court locations.
- Renters can receive help with understanding court documents, preparing for court hearings, completing court forms, preparing for mediation, and finding a lawyer.

7. CONSTRUCTIVE EVICTIONS

In Maryland, constructive eviction occurs when a landlord's actions - or failure to act - make it difficult for a tenant to use and enjoy their rental unit, forcing the tenant to move out.

In order to successfully claim constructive eviction, a tenant must prove several things, such as the landlord's actions or neglect significantly disrupted the tenant's use and enjoyment of the property, the landlord is responsible for the interference, the tenant told the landlord about the issue, and the tenant moved out a reasonable time after the interference. If you are interested in pursuing a claim for constructive eviction, you should consult with an attorney.

If constructive eviction is proven (1) You can treat your lease as ended and you are no longer responsible for paying rent; and (2) you may be able to sue the landlord for your losses. This may include moving costs, rent differences, attorney fees, and other related expenses resulting from the constructive eviction claim.

Landlords must avoid substantial interference with the tenant's enjoyment of their rental property, ensure the rental property is safe and livable, and generally respond to tenant complaints promptly to avoid legal and financial consequences.

8. TENANT RIGHT OF FIRST REFUSAL

If you are a named tenant on the lease and have lived in a rental property with 1, 2, or 3 units for at least six months, your landlord may be required to give you the chance to buy the property before selling it to someone else. This applies if your landlord plans to sell the property, or receives an offer to buy it from a third party. This rule does not apply in certain situations, such as when the property is transferred without a sale; for example, when the property is transferred to a family member, to a business owned by the landlord, or pursuant to a court order, among several other examples.

If your landlord notifies you that they intend to sell the property to a third party, the notice should also include your right to make an offer to buy it. You have 30 days from the date of the notice to make an offer to buy the property or decline.

If you make an offer with the same or better terms than those in the notice, your landlord must accept it. If you decline to make an offer, your landlord may sell the property to a third party.

Some local jurisdictions may have their own laws about a tenant's right of first refusal or the opportunity to buy a rental property in cases not covered by state law.

(Real Property Article of the Maryland Code, Section 8-119)

Your landlord may not require you to pay more than the sum of the first month's rent and the security deposit before you move in.

The landlord must keep your security deposit in an interest-paying bank account and give you a written receipt, which must be included with the written lease. The landlord must advise you about your rights and the landlord's responsibilities relating to the security deposit when you pay the security deposit.

At the end of your tenancy, your landlord must provide you with a written list of any charges deducted from the security deposit. They must return the rest of your deposit with interest within 45 days.

If you plan to move out, you must send your landlord a certified letter at least 15 days before leaving. The letter should say you're moving and give your new address. If you do this, you have the right to be present when the landlord inspects your unit for damage that may reduce your security deposit.

Charges a landlord may legally deduct your security deposit include

- Damage to the property beyond normal wear and tear
- Unpaid rent or utility bills
- Costs or fees from an eviction case judgment

If the landlord does not return your deposit or give you a written list of charges within 45 days after you move out, they may lose the right to keep any of the deposit. You may also be able to get up to three times any amounts they unlawfully did not return.

(Real Property Article of the Maryland Code, Sections 8-203 and 8-203.1)

5. CONDITION OF RENTAL UNITS

Every rental property must be "fit for human habitation," meaning that it is safe and suitable for people to live in and free from problems (serious defects or conditions) that could cause a fire or that are a serious and substantial threat to your life, health or safety.

If you find such a problem, notify your landlord in writing right away. You must provide your landlord with access to your property to make repairs.

If your landlord doesn't fix the problem within a reasonable time after you provide notice, you have options: you can bring suit in the District Court for damages and a decrease in rent, or you may refuse to pay rent (and then raise the issues as a defense to the landlord's suit for rent). You may also file a rent escrow case, through which you pay rent into the court instead of the landlord.

However, if your landlord does give you a written lease, it must include:

- A statement of the condition of the property
- An explanation of who is responsible for utility bills and property repairs
- A receipt for your security deposit
- A copy of the most recent version of the Maryland Tenants' Bill of Rights
- Contact information for the landlord or the contact information of an agent authorized to receive notices and service of process on the landlord's behalf.

A landlord that rents four or fewer units in the state is not required to use a written lease.

Some local jurisdictions may require additional information in leases.

A lease may not include:

- Requires you to allow the landlord to "confess judgment" on a claim arising out of the lease;
- Anything that says you give up your legal rights under the law or your right to a jury trial
- Any provision that shortens any notice period required by law
- Any other provision identified in Section 8-208 of the Real Property Article of the Maryland Code, or any other provision otherwise prohibited by law

An automatic renewal term in a lease must:

- Be separate from other parts of the lease
- Be signed or acknowledged by you separately

For the landlord to end your tenancy:

- For a written lease with a stated term, the landlord must notify you in writing at least 60 days before terminating the tenancy
- For month-to-month periodic tenancies, the landlord must notify you in writing at least 60 days before terminating the tenancy
- For year-to-year periodic tenancies, the landlord must notify you in writing at least 90 days before the tenancy ends

For you to end your tenancy:

- For leases with a stated term, month-to-month tenancies, and all other tenancies but a year-to-year tenancy, you must notify your landlord in writing at least 30 days before terminating the tenancy
- For year-to-year tenancies, you must notify your landlord in writing at least 90 days before terminating the tenancy