

Contract: 151575



LEASE OF SOLAR EQUIPMENT

Federal Consumer Leasing Act Disclosures

Date: May 29, 2021

Lessor: PosiGen of Louisiana, LLC

Lessee(s): Darrel Jenkins

Description of Leased Property: A solar photovoltaic array, inverter, mounting system, including, without limitation, all monitoring and metering devices, and other equipment related thereto, other than the electric meter serving the Premises, and all additions, modifications, attachments, accessions, substitutions, replacements and parts thereof which shall be at all times owned by us, including the equipment that is more fully identified on Exhibit A. (*hereinafter referred to as the "Solar Equipment"*).

Location of Solar Equipment: 6753 Morrison Rd.
New Orleans, LA 70126

<u>Amount Due at Lease Signing or Delivery</u>	<u>Monthly Payments</u>	<u>Other Charges</u>	<u>Total of Payments</u>
\$0.00	<p>Your 300 monthly payments of \$199.99 each will be due on the 1st day of the month (Payment Dates). We estimate the first Payment Date will be on September 1, 2021 (based on when the estimated date of installation of the net meter). The following 299 Payment Dates will be the 1st of each month after the first Payment Date unless otherwise agreed in writing. The total of your monthly payments is \$ 59,997.00.</p>	None.	<p>(The amount you will have paid by the end of the lease)</p> <p>\$59,997.00</p>
<p>End of Lease Term Options: At the end of the lease term, if you are not in default, you will have the option to purchase the Solar Equipment for Fair Market Value as determined by the leading industry publication that at that time compiles market value for solar equipment, plus all applicable sales taxes and related fees or you will have the option to renew this lease for a five year term at the then fair market value rent. If you sell your home during the lease term, you are responsible for ensuring the buyer assumes the lease or you may prepay the then outstanding balance.</p> <p>Other Important Terms: See your lease agreement for additional information on early termination, purchase option, maintenance responsibilities, warranties, late and default charges and insurance.</p>			
<p>Official Fees and Taxes: The total amount you will pay for official fees and taxes over the term of the lease, included with your monthly payments or assessed otherwise: <u>\$2,807.73</u> (estimate). This estimate does not take into account the purchase option at the end of the lease term (see Section 6 below). The actual total amount you will pay for official fees and taxes over the term of the lease may be higher or lower, depending on sales tax rates and other applicable tax rates in effect from time to time (and depending on whether you choose to purchase the Solar Equipment at the end of the lease term).</p>			

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THIS LEASE OF SOLAR EQUIPMENT (*hereinafter referred to as the "Agreement"*) made and entered into May 29, 2021 (the "Effective Date") by and between PosiGen of Louisiana, LLC (*together with its successors and assigns hereinafter referred to as "we", "us" and "our"*) and the "Lessee(s)" named above (*referred to as "you" and "your"*).

NOW, WHEREAS, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

- 1. DECLARATION THAT YOU OWN THE PREMISES:** You are the owner of certain immovable (real) property identified by the following municipal address: **6753 Morrison Rd. New Orleans, LA 70126** (*hereinafter referred to as the "Premises"*).
- 2. RENT:** In consideration of your use of the Solar Equipment during the Term (see Section 4 below), you agree to pay us a monthly rent of One Hundred Ninety-nine dollars and 99/100 dollars (\$199.99) U.S. Dollars, ("Monthly Rent Payment"), inclusive of all applicable sales taxes ("Monthly Payment"). Your first Monthly Payment is due on the 1st day of the calendar month that is at least thirty days after the completion of EE services or if EE is waived or cancelled pursuant to this Agreement, 30 days after the Solar Equipment and Net Meter are installed and operational (*hereinafter referred to as the "First Payment Date"*). Subsequent Monthly Payments are due on the first day of each following calendar month during

the Term, unless otherwise agreed to in writing. All Monthly Payments shall be made to us at our address as set forth in Section 30 below (or at any other address we give to you in writing, including any payment address we include on or with any invoice we send you) on or before the due date and without demand. You do not have the right to prepay the total amount due under this Agreement. With our approval, you shall have the right to prepay up to 15% of your total payments.

- 3. ENERGY EFFICIENCY SERVICES:** We agree to provide selected products and services sufficient to make the Premises measurably more energy efficient. Exhibit B attached to this Agreement contains a list of potential products and services from which we will select at our sole discretion for the Premises, but the actual products and services selected will depend upon the results of a customized energy usage assessment on your home, and will not include all of the products and services listed in Exhibit B. We will select those products and services that will result in the highest level of measurable energy savings to you. You shall allow us (and our authorized agents and subcontractors) ingress and egress of the Premises for the purposes of providing the Energy Efficiency ("EE") Services. To the extent that our provision of EE Services requires us to access and perform work in the Premise's attic, you agree to ensure that we can access all areas of the attic necessary to perform the EE Services. Should areas of the attic be inaccessible due to the storage of

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moveable items, you agree to move those items so that we may perform the EE Services, or agree to a reasonable additional fee to us to move those items so that we can provide the contracted for EE Services. To the extent you do not enable us to perform EE Services through one of these two options, we will choose alternative products and services that may not result in the contracted for energy savings. You explicitly agree that we may perform the EE Services, including repair, remediation and weatherization of the Premises that are identified by us pursuant to an energy efficiency assessment performed by us at the Premises. In the event that we discover mold, major structural defects in the Premises, or other conditions that render the premises unfit for weatherization, we will notify you and postpone the provision of the EE Services until the mold or defect has been remediated by you. You acknowledge that PosiGen's performance under this Agreement may be delayed if the Premises is not weatherization ready due to structural defects and/or the existence of hazardous substances or conditions. In the event that any condition at the Premises rendering our performance under this Agreement impossible or unsafe is not remediated within ninety (90) days of your received notice of the condition, or in the event that you do not cooperate with the scheduling of audits or upgrades, we reserve the right to cancel the EE Services. If we cancel pursuant this Paragraph 3, any funds that you have paid pursuant to this Agreement shall be refunded to

you within ten (10) business days of the date of the notice of termination.

4. **TERM; EARLY TERMINATION:** The lease term expires Twenty-Five (25) years from the First Payment Date (*hereinafter referred to as the "Term"*). We may choose to end this Agreement early if you are in default (see Section 16 below). If we choose to end this Agreement after a default by you and repossess the Solar Equipment, then you agree to pay all reasonable costs incurred by us in repossessing, storing, and selling or otherwise disposing of the Solar Equipment, including all labor and materials costs associated with removing the Solar Equipment from the Premises and detaching the Solar Equipment from the Premises; these costs will be charged to you based on our actual out-of-pocket costs incurred as a result of repossessing, storing, and selling or otherwise disposing of the Solar Equipment. Alternatively, in the event of default, we may accelerate the amounts due under this Agreement, at our option and in our sole discretion. If we choose to accelerate the amounts due under this Agreement and you fail to pay that amount to us immediately after our demand, or if you otherwise fail to pay us any amounts owed under this Agreement when due, you agree to reimburse us for all our reasonable out-of-pocket costs associated with collection of amounts you owe us under this Agreement, including but not limited to all out-of-pocket court costs and attorneys' fees, which fees, if applicable, shall not exceed 25% of the amount payable under the lease. You

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or we may choose to end this Agreement early if the Solar Equipment is completely or substantially destroyed, or damaged beyond repair, by a casualty that is not caused by your or our negligence (see also Section 17 below.) At the end of the Term, if you do not exercise the Purchase Option described in Section 6, below, then we will remove the Solar Equipment from the Premises and repair any damage to the Premises caused by such removal, unless we choose to end this Agreement early if you are in default (see above). Our performance of this Agreement is contingent upon the Premises being assessed feasible for the installation of the Solar Equipment. Feasibility will be determined by a number of factors, including, but not necessarily limited to, available roof space, directional roof orientation and slope (azimuth), and ambient shading. If the Premises is assessed non-feasible for installation of the equipment, you and we agree that this Agreement, and your and our obligations, shall terminate. Any funds you have paid pursuant to this Agreement shall be refunded to you within ten (10) business days of the date of the notice of termination.

5. **TITLE TO SOLAR EQUIPMENT:** This Agreement is a lease of the Solar Equipment and shall not be deemed or construed to be a sales contract or other act translatable of ownership. You are not entitled to any renewable energy grants, credits, tax credits, and tax rebates arising out of or related to the Solar Equipment or the placing of such equipment into service on the Premises. You and we acknowledge

that the Solar Equipment is and shall at all times be moveable property, and shall not be deemed to be permanently attached to the Premises, or a component part of the Premises. You acknowledge that you do not own the Solar Equipment and you shall execute (as needed) and hereby authorize us to file and record (with or without your signature, as permitted by law) one or more UCC financing statements evidencing the lessee/lessor relationship or, for the purpose of evidencing our ownership rights with respect to the Solar Equipment, and one or more declarations of separate ownership with respect to the Solar Equipment.

6. **PURCHASE OPTION:** At the expiration of the Term, provided that you are not in default (see Section 16), you shall have the option to purchase the Solar Equipment from us in its then-current condition and location, "as is" and "where is," for the fair market value of the Solar Equipment at the time the option is exercised, plus all applicable required sales taxes and related fees. This "fair market value" shall be determined by the leading industry publication that at that time compiles market value for solar equipment, provided that if any costs are incurred to determine this fair market value using an independent third-party source, we will pay all such costs. To exercise this purchase option, you shall provide written Notice as described in Section 30 below to us at least thirty days before the expiration of the Term. Alternatively, if you do not exercise your option to purchase the Solar Equipment pursuant to the terms of

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this Section 6, and you are not in default, you shall have the option to renew this Lease for a term of five (5) years at the then fair market value rent.

7. **SALE, LEASE, OR TRANSFER OF THE PREMISES:** Anything to the contrary notwithstanding, you shall have the right without our consent, to sell, lease, or otherwise transfer the Premises; *provided that* you shall ensure that the transferee assumes in writing all of your obligations under this Agreement for the remainder of the Term, a copy of which writing shall be provided to us. YOU WILL BE RELEASED FROM ANY FURTHER OBLIGATION UNDER THIS LEASE UPON OUR RECEIPT OF THE TRANSFEREE'S WRITTEN ACCEPTANCE OF THE OBLIGATIONS UNDER THIS LEASE. If the transferee refuses to assume your obligations, we will remove the panels and charge you for the cost of removal.
8. **MORTGAGE OF THE PREMISES:** Anything to the contrary notwithstanding, you shall have the right without our consent to subject your ownership interest in the Premises to the lien of a mortgage to secure a loan, provided, however, that you shall not subject our ownership interest in the Solar Equipment to any security interest or collaterally assign and pledge your interest under this Agreement as security.
9. **ASSIGNMENT AND SUBLEASING:** You shall not voluntarily, involuntarily or by operation of law, assign, transfer, mortgage or otherwise encumber in whole or in part the Solar Equipment or

your rights under this Agreement without our prior written consent, which consent shall not be unreasonably withheld; provided that our consent shall not be required in the case of a sale, lease or transfer of the Premises if you comply with the requirements of Section 7.

10. **MAINTENANCE AND REPAIR:** We will provide required maintenance and repair to the Solar Equipment. You shall allow us (and our authorized agents and subcontractors) ingress and egress of the Premises for the purposes of conducting maintenance and repair of the Solar Equipment. You shall use the Solar Equipment lawfully and only in the manner for which it was designed and intended and subject it only to ordinary wear and tear. To the extent that manufacturer warranties cover replacement and/or repair of Solar Equipment during the Term, it shall be our responsibility to use commercially reasonable efforts to submit, process and pursue, at our sole cost and expense, warranty coverage. You agree to notify us immediately in writing at the address set forth in Section 30 if the Solar Equipment is malfunctioning or requires maintenance or repair. Repairs necessitated out of your neglect or misuse of the Solar Equipment, whether intentional or negligent, shall be your responsibility, not ours, and we reserve the right to repair the Solar Equipment in such circumstances and charge you for such repairs. You and we agree that the Solar Equipment shall not be permanently removed from service during the first five (5) years from the date the Solar

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Equipment is first placed into service. All necessary permits shall be acquired on our behalf by an authorized contractor licensed in the state of Louisiana. PosiGen warrants its workmanship for a period of five (5) years from the date of installation of the Solar Equipment.

11. **TREES; SHADING:** You are solely responsible for monitoring and maintaining the growth of foliage, shrubbery, trees, and bushes on your property that might impact the proper functioning of the solar equipment by shading all or a portion of the Solar Equipment, or otherwise. If you suspect, during the Term of the Lease, that a shading issue has developed, you may contact us for a production analysis. PosiGen makes no recommendations or representations about tree removal or other changes to the landscaping of the Premises and surrounding area during the Term.

12. **ADDITIONAL COVENANTS REGARDING USE OF SOLAR EQUIPMENT:** You shall not alter, repair or permit the alteration or repair of the Solar Equipment, remove, relocate or permit the removal or relocation of the Solar Equipment, or make any attachments thereto, without our prior written consent, which consent shall not be unreasonably withheld; *provided that* you agree to pay for all associated costs of such removal or relocation, including but not limited to the oversight of our agent, and you agree to use a contractor approved by us for the work. You and we each agree to comply with all applicable laws,

regulations, utility requirements and approvals. You will not make or permit to be made any use of the Solar Equipment or any part thereof which would violate any of the covenants, agreements, terms, provisions and conditions of this Agreement, or which directly or indirectly is forbidden by law, ordinance or governmental regulation, including any zoning restrictions, or which may be dangerous to life, limb, or property, or which may invalidate any policy of insurance carried on any portion of the Solar Equipment or the operation thereof. Without limiting the generality of the foregoing, you will not allow the Solar Equipment to be disconnected or removed from service for reasons other than maintenance and repairs. You and we agree that under no circumstances shall the Solar Equipment be used to power, heat, or otherwise operate a swimming pool.

13. **TAXES:** You shall pay the *ad valorem* taxes which are assessed against the Premises. We shall pay all personal property taxes, and all business taxes, licenses, and fees levied or imposed by any governmental authority upon the Solar Equipment and/or our business operations and activities with respect to the Solar Equipment. All applicable sales taxes imposed or to be imposed on your Monthly Payments are included in the Monthly Payments described in Section 2. The retail value of the system is approximately \$25,000. Your financial obligations are summarized on the Federal Consumer Leasing Act Disclosure page. The remaining cost of the system is funded

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in part by state and Federal tax incentives.

14. **INSURANCE:** We carry casualty insurance to protect our interest in the Solar Equipment. Our insurance only covers the solar equipment and does not cover any part of your roof.

15. **DESTRUCTION OF PREMISES AND FORCE MAJEURE:** If the Premises is destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by your or our negligence, this Agreement shall terminate. Further, if either you or we are delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, environmental remediation work whether ordered by any governmental body or voluntarily initiated, fire, casualty, weather, acts of God or other reason not the fault of the party delayed in performing work or doing acts required under this Agreement, the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

16. **DEFAULT:** If you fail to comply with any of the material provisions of this Agreement, we may repossess or disable the Solar Equipment and end this Agreement (see Section 4 above), or we may accelerate the amounts due under this Agreement, at our option and in our sole discretion. If we choose

to accelerate the amounts due under this Agreement and you fail to pay that amount to us immediately after our demand, or if you otherwise fail to pay us any amounts owed under this Agreement when due, you agree to reimburse us for all our reasonable out-of-pocket costs associated with collection of amounts you owe us under this Agreement, including but not limited to all out-of-pocket court costs and attorneys' fees, which fees, if applicable, shall not exceed 25% of the amount payable under the lease. We shall have the right to notify the Company and the Company's successors, assigns, and agents of any default under this Agreement.

17. **LATE CHARGE AND NSF FEE:** If any payment required to be paid by you under this Agreement is not received within ten (10) calendar days of the due date, you shall pay to us, in addition to such payment or other charges due hereunder, a "late fee" in the amount of TEN DOLLARS (\$10.00).. NSF (non-sufficient funds) payments will be charged a FIFTEEN DOLLARS (\$15.00) fee.

18. **PRIVACY:** We only collect personal information from you that is necessary to provide you with our services under this Agreement. Such personal information may include, but is not limited to, your name, address, email address, driver's license, utility account number, or other information that may identify you ("Personal Information"). We never disclose the Personal Information of our customers to third parties, unless they are working

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directly on our behalf or we are required to do so by law.

19. **ASSIGNMENT OF AGREEMENT:** We have the right, without your consent, to assign our rights in this Agreement to another party.
20. **GOVERNING LAW:** This Agreement shall be governed, construed, and interpreted by, through and under the Laws of the State of Louisiana.
21. **SEVERABILITY:** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
22. **BINDING EFFECT:** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
23. **DESCRIPTIVE HEADINGS:** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations under this Agreement.
24. **CONSTRUCTION:** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural. If more than one

Lessee is signing this Agreement, each of you is fully and individually responsible for making all payments required by this Agreement and for otherwise complying with the terms and conditions of this Agreement. We may enforce the terms of this Agreement (including payment of all amounts owed under this Agreement) against any one, some or all of you, at our option.

25. **NON-WAIVER:** No indulgence, waiver, election or non-election by us under this Agreement shall permanently waive any of our rights, and you and we shall be restored to your and our former positions and rights hereunder after any such indulgence, waiver, election or non-election by us.
26. **MODIFICATION:** The parties hereby agree that this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
27. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement among the parties to this Agreement and supersedes all prior agreements and understandings, both written and oral, among or between any of the parties with respect to the subject matter hereof.
28. **ENVIRONMENTAL INDEMNITY:** You agree to defend, indemnify and hold us harmless from and against any and all liabilities, losses, damages, penalties, claims, judgments or expenses (including reasonable legal fees and expenses) that we may incur or suffer

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by reason of the existence, uncovering or unveiling, or any release of any hazardous or toxic substance, waste or material, or any other substance, pollutant or condition that poses a risk to human health or the environment on the Premises that was not brought onto the Premises by us.

29. **MANDATORY ARBITRATION AND WAIVER OF RIGHT TO JURY AND RIGHT TO PARTICIPATE IN CLASS ACTION. PLEASE READ THIS SECTION CAREFULLY. ARBITRATION REPLACES THE RIGHT TO GO TO COURT INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY.** WE AGREE THAT ANY DISPUTE, CLAIM OR DISAGREEMENT BETWEEN US (A "DISPUTE") SHALL BE RESOLVED EXCLUSIVELY BY ARBITRATION, WITH THE SOLE EXCEPTION OF ANY JUDICIAL PROCEEDINGS NECESSARY TO REPOSSESS THE SOLAR EQUIPMENT OR COLLECT PAST-DUE PAYMENTS IN ACCORDANCE WITH SECTION 16 ABOVE. IN THE EVENT OF ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR A BREACH THEREOF, THE PARTIES HERETO SHALL FIRST ATTEMPT TO SETTLE THE DISPUTE BY MEDIATION, ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES AND MEDIATION PROCEDURES AS SUPPLEMENTED BY THE CONSUMER DUE PROCESS PROTOCOL. IF SETTLEMENT IS NOT REACHED WITHIN SIXTY DAYS AFTER SERVICE OF A WRITTEN DEMAND FOR MEDIATION, ANY UNRESOLVED CONTROVERSY OR CLAIM SHALL BE SETTLED EXCLUSIVELY BY MANDATORY AND BINDING ARBITRATION ADMINISTERED BY A SINGLE NEUTRAL ARBITRATOR APPOINTED WITH THE

AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES AND MEDIATION PROCEDURES AS SUPPLEMENTED BY THE CONSUMER DUE PROCESS PROTOCOL. THIS ARBITRATION SHALL TAKE PLACE AT A MUTUALLY CONVENIENT LOCATION OR AT THE NEAREST AAA OFFICE TO THE PREMISES. ARBITRATION SHALL PROCEED SOLELY ON AN INDIVIDUAL BASIS WITHOUT THE RIGHT FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS OR ON BASIS INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHERS. **BY AGREEING TO ARBITRATE ALL DISPUTES, NEITHER OF US SHALL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY. NEITHER PARTY HAS THE RIGHT TO OPT OUT OF THIS MANDATORY ARBITRATION PROVISION.** FOR MORE INFORMATION ON MEDIATION AND ARBITRATION, SEE <https://www.adr.org>.

30. **NOTICE & PAYMENTS:** Any notice required by this Agreement (a "Notice") and all purchase payments made pursuant to Section 6 of this Agreement or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Lessor to: PosiGen Louisiana, LLC 819 Central Ave. Ste. 210 Jefferson, LA 70121	If to Lessee(s) to: Darrel Jenkins 6753 Morrison Rd. New Orleans, LA 70126
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You and we shall each have the right from time to time to change the place Notice is to be given by giving a Notice of the changed place to the other party. If more than one Lessee is signing this Agreement, you each agree that any Notice we send to the Lessee(s)' address described above that is addressed to one of you shall be considered a Notice

that has been sent to each and all of you, to the fullest extent allowed by applicable law. Unless applicable law specifically requires otherwise, we will send Notices to the most recent Lessee address we have on file for this Agreement and we will not send Notices to more than one Lessee's address.

[SIGNATURE PAGE FOLLOW]

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IN WITNESS WHEREOF, you and we have executed this Agreement as of the Effective Date first written above.

By signing below, you acknowledge that you have received a complete copy of this Agreement (including Exhibit A, Exhibit B and two duplicate copies of Exhibit C) for your records, and that you read this entire Agreement before signing below.

NOTICE: You may cancel this transaction at any time prior to midnight of the seventh (7th) calendar day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

PosiGen of Louisiana, LLC:

By: 
96269098CC9F4D9...
PosiGen Authorized Representative

LESSEE(S):


595178A3D276477...
Darrel Jenkins

I do not want a copy emailed. Please mail the completed contract to me.