

U. S. ENVIRONMENTAL PROTECTION AGENCY

REGION 7

901 NORTH 5th STREET
KANSAS CITY, KANSAS 66101

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ENVIRONMENTAL PROTECTION
AGENCY-REGION VII
REGIONAL HEARING CLERK

BEFORE THE ADMINISTRATOR

In the Matter of)

KASHFLOW, INC.)

St. Louis, Missouri)

Respondent)

Proceedings under Section 16(a) of the)
Toxic Substances Control Act,)
15 U.S.C. § 2615(a))

DOCKET NO. TSCA-07-2010-0002

COMPLAINANT'S INITIAL
PREHEARING EXCHANGE

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PREHEARING EXCHANGE

Comes now the United States Environmental Protection Agency, Region 7 (EPA or Complainant), and respectfully submits the following Complainant's Initial Prehearing Exchange pursuant to the March 25, 2010, Prehearing Order issue by the Presiding Officer, Chief Administrative Law Judge Susan L. Biro.

EXPECTED WITNESSES

John Leftwich: Mr. Leftwich will testify as a fact witness. Mr. Leftwich is a participant in the Senior Environmental Employment Program assisting EPA by performing inspections under the EPA Lead-Based Paint Disclosure program. He will testify that he conducted an inspection of Respondent's files for the two leases and two disclosure statements that form the basis of Counts I and II of the Compliant, and that Respondent did not make lead-based paint disclosures to the tenants prior to the time the tenants entered into the respective lease contracts. He will also testify to his collection and preservation of the evidence in the conduct of his inspection.

Stephen Richard: Mr. Richard will testify as a fact witness. Mr. Richard is employed as a Life Scientist and Federal Lead Inspector for the EPA, Region 7. His duties include serving as a compliance officer in the investigation of lead disclosure violations under the Toxic Substances Control Act (TSCA). He will testify as to his review of the evidence compiled as a result of EPA's regulatory oversight of Respondent's rental business, and the factual basis for his determination that Respondent is in violation of the TSCA and the regulations promulgated thereunder. He will testify as to how the penalty proposed in the referenced Complainant was calculated applying the statutory penalty factors set forth within Section 16(a)(2)(B) of TSCA, 15 U.S. C. § 2615(a)(2)(B), as explained in EPA's Section 1018 - Disclosure Rule Enforcement Response Policy, dated February 2000 (Penalty Policy). He will offer his opinion regarding the appropriateness of the penalty proposed in the Compliant, considering the nature, circumstances, extent, and gravity of the violations, and with respect to the Respondent, ability to pay, effect of ability to continue to do business, and history of prior such violations, the degree of culpability, and such other matters as justice may require. Mr. Richard may testify further as to the requirement to bring Respondent into compliance with TSCA regulations.

DOCUMENTS AND EXHIBITS

Copies of documents and exhibits which Complainant intends to introduce into evidence at the hearing are attached hereto as Complaint's Exhibits, and are numbered sequentially beginning with the term, "CX" (e.g., CX1). Included with these documents are those that were ordered to be exchanged in Paragraphs 2(A), (B), (C), (D), and (E) of the Prehearing Order.

CX1: Inspection Report for the February 9, 2009, inspection of Kashflo, Inc. and Samtek International, Inc. There is no Attachment F because in the EPA file structure that is reserved for written statements and no written statement was taken. Note that this exhibit has the names, signatures and/or ages of the tenant and/or residents redacted, in order to protect the personal information of the individuals. The unredacted version of this exhibit is in the possession of Complainant and will be made available for review at the hearing.

CX2: Photographic reproduction lease for Apartment 2W, 5565 Chamberlain, St. Louis, Missouri, dated June 8, 2006. Note that this exhibit has the names, signatures and/or ages of the tenant and/or residents redacted, in order to protect the personal information of the individuals. The unredacted version of this exhibit is in the possession of Complainant and will be made available for review at the hearing.

CX3: Photographic reproduction of Lead Warning Statement, receipt dated January 24, 2009. Note that this exhibit has the names, signatures and/or ages of the tenant and/or residents redacted, in order to protect the personal information of the individuals. The unredacted version of this exhibit is in the possession of Complainant and will be made available for review at the hearing.

CX4: Photographic reproduction lease for Apartment 5575 Chamberlain, St. Louis, Missouri, dated December 21, 2008. Note that this exhibit has the names, signatures and/or ages of the tenant and/or residents redacted, in order to protect the personal information of the individuals. The unredacted version of this exhibit is in the possession of Complainant and will be made available for review at the hearing.

CX5: Photographic reproduction of Lead Warning Statement, receipt dated December 28, 2008. Note that this exhibit has the names, signatures and/or ages of the tenant and/or residents redacted, in order to protect the personal information of the individuals. The unredacted version of this exhibit is in the possession of Complainant and will be made available for review at the hearing.

CX6: EPA's "Section 1018 - Disclosure Rule Enforcement Response Policy", dated February 2000 (Penalty Policy).

CX7: Civil Penalty Assessment Worksheet for Kashflo, Inc. and Sametek International, Inc.

APPROPRIATE PLACE OF HEARING; ESTIMATE OF TIME NEEDED TO PRESENT DIRECT CASE; TRANSLATION SERVICES

Complainant requests that the hearing in this matter be held at a suitable location in or near Kansas City, Kansas, where the EPA Region 7 offices are located. Complainant estimates it will need approximately three (3) hours to present its direct case. Complainant does not request any translation services.

NARRATIVE EXPLANATION OF COMPLAINANT'S CONSIDERATION OF THE STATUTORY FACTORS AS TO PENALTIES

Section 16(a)(1) of TSCA, 15 U.S.C. § 2615(a)(1), provides that any person who violates Section 409 of TSCA, 15 U.S.C. § 2689, shall be liable to the United States for a civil penalty in an amount not to exceed \$25,000 for each such violation. This maximum penalty amount is limited by Section 1018(b)(5) of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4852d(b)(5), which limits penalties assessed for violations of Section 409 of TSCA to not more than \$10,000 per violation. The Debt Collection Improvement Act of 1996, as implemented by the Civil Monetary Penalty Inflation Adjustment Rule, 40 C.F.R. Part 19, authorizes penalties of up to \$11,000 for violations that occur after July 28, 1997.

Complainant has relied on EPA's "Section 1018 - Disclosure Rule Enforcement Response Policy", dated February 2000 (Penalty Policy) (Complainant's Exhibit CX6), in the calculation of the proposed penalty in this matter. The Penalty Policy is based on the statutory factors set forth in Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B), including the nature, circumstances, extent and gravity of the violations, and with respect to the Respondent:(a) its

ability to pay, (b) the effect on its ability to continue to do business, (c) any history of prior violations, (d) the degree of culpability, and (e) such other matters as justice may require. The Penalty Policy was developed under the general framework established by the "Guidelines for Assessment of Civil Penalties under Section 16 of the TSCA; PCB Penalty Policy", 45 Fed. Reg. 59770 (Sep. 10, 1980).

Pursuant to the Penalty Policy, penalties are determined in two stages: (1) determination of a gravity-based penalty, and (2) adjustments to the gravity-based penalty. The gravity-based penalty is determined by considering: (1) the nature of the violation; (2) the circumstances of the violation; and (3) the extent of harm that may result from the violation. Penalty Policy, p. 11.

The *nature* of disclosure rule violations is most appropriately characterized as "hazard assessment". Penalty Policy, p. 12.

The *circumstances* reflect the probability of harm, using six levels from Level 6 being least serious to Level 1 being most serious. Penalty Policy, p. 12. The Penalty Policy pre-categorizes each possible violation of 40 C.F. R. Part 745, Subpart F, in a matrix that identifies the cited violation with the appropriate circumstance level. Penalty Policy, Appendix B, pp. 27-29.

The *extent* factor is used to consider the degree, range, or scope of the violation's potential for harm, with focus on the prevention of childhood lead poisoning. Penalty Policy, p. 12. Extent is based on two measurable facts: (1) the age of any children who live in the target housing; and (2) whether a pregnant woman lives in the target housing. Penalty Policy, p. 13. The Penalty Policy takes these facts and categorizes them in the "Extent Category Matrix" as major, significant, or minor. Penalty Policy, Appendix B, p. 29.

From these values, the Penalty Policy uses a "Gravity-Based Penalty Matrix" to determine the appropriate penalty amount, in two tables for violations occurring either on or after March 15, 2004, or on or before March 14, 2004 (taking into consideration regulatory penalty adjustments due to inflation). Penalty Policy, Appendix B, p. 30.

Once the gravity-based penalty is determined for a given violation, upward or downward adjustments are applied in consideration of the following factors with respect to the violator: (1) ability to pay/ability to continue to do business; (2) history of prior violations; (3) degree of culpability; and (4) such other factors as justice may require, which include: the violator's attitude, consideration of supplemental environmental projects, voluntary disclosure, size of business, and the economic benefit of noncompliance. Penalty Policy, pp. 17-23.

In this matter, Mr. Richard made the penalty determinations for the Complaint, after consultation with the members of the EPA Region 7 Lead Team. A detailed description of Mr. Richard's penalty calculations is given below:

Count I: Failure to provide lessee with lead hazard information pamphlet--Apartment 2W, 5565 Chamberlain. From the table of violations in Appendix B to the Penalty Policy, Mr. Richard determined that the circumstance level for the cited violation is Level 6, most serious. In accordance with the Extent Category Matrix, Mr. Richard determined that the violation fell in the significant extent category since there were children at the target housing, but the ages of the children were not determined. The resultant penalty for the violation occurring on June 8, 2006, is \$7,740. Once the gravity-based penalty was determined, Mr. Richard made no upward or downward adjustments, determining that such adjustments were not supported. In the Civil Penalty Assessment Worksheet provided with the Complaint (Complainant's Exhibit CX7) the \$7,740 penalty is associated with Count II, when in fact it should be associated with the property identified for Count I in the Complaint. Mr. Richard can identify the appropriate penalty calculations for the two Counts; and that the resulting total penalty amount in the Complaint is not affected.

Count II: Failure to provide lessee with lead hazard information pamphlet--5575 Chamberlain. From the table of violations in Appendix B to the Penalty Policy, Mr. Richard determined that the circumstance level for the cited violation is Level 6, most serious. In accordance with the Extent Category Matrix, Mr. Richard determined that the violation fell in the major extent category since there was a child under age 6 at the target housing. The resultant penalty for the violation occurring on December 21, 2008, is \$11,000. Once the gravity-based penalty was determined, Mr. Richard made no upward or downward adjustments, determining that such adjustments were not supported. In the Civil Penalty Assessment Worksheet provided with the Complaint (Complainant's Exhibit CX7), the \$11,000 penalty is associated with Count I, when in fact it should be associated with the property identified for Count II in the Complaint. Mr. Richard can identify the appropriate penalty calculations for the two Counts; and that the resulting total penalty amount in the Complaint is not affected.

STATEMENT WHETHER THE PAPER WORK REDUCTION ACT OF 1980 APPLIES
AND OTHER MATTERS

The Presiding Office requested Complainant's position regarding the applicability of the Paperwork Reduction Act (PRA), 44 U.S.C. § 3501 et seq., to this proceeding, including whether there is a current Office of Management and Budget (OMB) control number involved and whether the provisions of Section 3512 of the PRA apply to this case.

Complainant states that there are no PRA requirements for the two Counts cited in the Complaint. Section 1018(a)(1) of the Residential Lead-based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4852d(a)(1), directly established these disclosure requirements for a person leasing target housing. Complainant asserts that the PRA does not apply to such statutory requirements and therefore is inapplicable to the two Counts.

In the alternative, Complainant states that if the PRA were adjudged to apply to these Counts, there were no lapses in the EPA information collection requirement (ICR) and OMB control number (EPA ICR No. 1710.05/OMB No. 2070-0151) for the violations in the Complaint. On November 5, 2004, OMB No. 2070-0151 was approved, and expired November 30, 2007. Agency Information Collection Activities OMB Responses; Environmental Protection Agency; Notice, 69 Fed. Reg. 69598 (November 30, 2004). On November 19, 2007, EPA submitted the ICR for renewal and as allowed under the OMB regulations continued to conduct or sponsor collection of information while the submission was pending. Agency Information Collection Activities; Submission to OMB for Review and Approval; Environmental Protection Agency; Notice, 72 Fed. Reg. 65018 (November 19, 2007). On March 21, 2008, OMB No. 2070-0151 was approved, and is to expire March 31, 2011. Agency Information Collection Activities OMB Responses; Environmental Protection Agency; Notice, 73 Fed. Reg. 20037 (April 14, 2008).

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Richards", written over a horizontal line.

Robert W. Richards
Attorney
Office of Regional Counsel

CERTIFICATE OF SERVICE

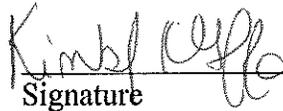
I certify that on the date noted below I hand carried the original Complainant's Initial Prehearing Exchange in the matter of KASHFLOW, INC, Docket No. TSCA-07-2010-0002, to the Regional Hearing Clerk and sent a true and exact copy of the Complainant's Initial Prehearing Exchange by certified mail, return receipt requested to:

Robert C. Withington, Esquire
7116 Oakland Avenue
Richmond Heights, Missouri 63117

Honorable Susan L. Biro
USEPA Headquarters
Ariel Rios Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 1900L
Washington, DC 20460.

APR 30 2010

Date


Signature

**EPA Region 7 TSCA §1018 Lead-Based Paint Disclosure Rule
Inspection Report**

INSPECTION INFORMATION			
1. Date of Inspection:	January 28, 2009	2. Inspector:	John Leftwich
		<input checked="" type="checkbox"/> NOWCO/SEE <input type="checkbox"/> EPA Region 7	
3. Inspection Number:	JL012820092		
4. Name of Facility/ Company	Kashflo Inc. and Samtek International, Inc.		
5. Type of Facility:	<input checked="" type="checkbox"/> Leasing office		
6. Inspection was conducted at:	Depts		
7. Mailing Address of Facility	<p style="text-align: center;"><i>Kathy</i> This goes w/ the Kashflo thing I just handed to you. ☺ Kim</p>		
Street Address:		Post Office	
City:		Saint Louis	
State:		MO	Zip: 63112
8. Inspection was	<input type="checkbox"/> unannounced	or	<input checked="" type="checkbox"/> scheduled in advance
If scheduled, when and how?		<input checked="" type="checkbox"/> by phone on January 23, 2009 and January 26, 2009	
9. Person(s) interviewed during inspection:			
NAME	TITLE	EMPLOYER	TELEPHONE NUMBER
Mohsin Bajwa	Project Director/President	Kashflo Inc.	(314) 353 - 9900

**EPA Region 7 TSCA §1018 Lead-Based Paint Disclosure Rule
Inspection Report**

10. A Region VII inspection of Kashflo Inc's and Samtek International Inc's target housing rental transaction records was conducted to determine the level of compliance with the Toxic Substances Control Act (TSCA) Title IV - Lead Exposure Reduction, 40 CFR Part 745 - Lead-Based Paint Poisoning Prevention in Certain Residential Structures, Subpart F - Disclosure of Known Lead-Based Paint and/or Lead-Based Paint Hazards Upon Sale or Lease of Residential Property.

On January 28, 2009, at approximately 2:15 p.m., I, John Leftwich, arrived at the office of Kashflo Inc at the Chamberlain Apartments located at 5671 Chamberlain Avenue, in Saint Louis, Missouri, where I had arranged with Mr. Bajwa to conduct the inspection. Upon arrival, I was greeted by Mr. Mohsin Bajwa. I introduced myself, presented my credentials, and provided my business card.

I explained that the purpose of my visit was to conduct an inspection to determine the level of compliance with the Toxic Substances Control Act (TSCA) Title IV - Lead Exposure Reduction, 40 CFR Part 745 - Lead-Based Paint Poisoning Prevention in Certain Residential Structures, Subpart F - Disclosure of Known Lead-Based Paint and/or Lead-Based Paint Hazards Upon Sale or Lease of Residential Property. I explained that after asking for some general business information, I would review approximately ten target housing rental agreements and associated disclosure forms, and that the inspection would take approximately one and one-half to four hours.

I asked Mr. Bajwa if he had the authority to grant consent to conduct the inspection. He said that he did and I presented the Notice of Inspection form, which he signed and dated. A copy is included as Attachment A. I explained the TSCA Inspection Confidentiality Notice form which he then signed and dated. A copy is included as Attachment B.

I explained that at the conclusion of the inspection, I would conduct a closing conference with him at which I would review any potential violations observed, explain how to avoid them in the future, and provide a folder of compliance assistance materials.

I requested an example of a blank lead-based paint disclosure form, or blank lease containing lead-based paint disclosure information that he currently uses. It is included as Attachment C.

I requested an example of the EPA-approved lead hazard information pamphlet that he currently provides to lessees. It is included as Attachment D.

GENERAL BUSINESS INFORMATION

11. Kashflo Inc and Samtek International Inc own 52 residential rental units in 16 properties.

	AT THE INSPECTION LOCATION	TOTAL
Number of different properties:	3	16
Number of property owners represented:	1	2
Number of target housing units:	25	52
Number of HUD/Section 8/assisted units:	0	1
Number of employees:	0	0

**EPA Region 7 TSCA §1018 Lead-Based Paint Disclosure Rule
Inspection Report**

Region 7 TARGET HOUSING RENTAL PROPERTY INFORMATION					
12.1	Property location/address:		5561 - 5565 Chamberlain Avenue Saint Louis, MO 63112		
	Name of apartment complex:		Chamberlain Apartments		
	Property owner & address:		Kashflo Inc Post Office Box 29007, Saint Louis, MO 63112		
	Year built:	1925	Number of dwelling units:	12	
	Number of target housing units:	12	Number of HUD/Section 8 units:	0	
12.2	Property location/address:		5569 - 5571 Chamberlain Avenue Saint Louis, MO 63112		
	Name of apartment complex:		Chamberlain Apartments		
	Property owner & address:		Kashflo Inc		
	Year built:	1925	Number of dwelling units:	12	
	Number of target housing units:	12	Number of HUD/Section 8 units:	0	
12.3	Property location/address:		5575 Chamberlain Avenue, Saint Louis, MO 63112		
	Property owner & address:		Kashflo Inc		
	Year built:	1902	Number of dwelling units:	1	
	Number of target housing units:	1	Number of HUD/Section 8 units:	0	
12.4	Property location/address:		5564 Etzel Avenue, Saint Louis, MO 63112		
	Property owner & address:		Kashflo Inc		
	Year built:	1913	Number of dwelling units:	1	
	Number of target housing units:	1	Number of HUD/Section 8 units:	0	
12.5	Property location/address:		4718 Hammell Place, Saint Louis, MO 63113		
	Property owner & address:		Kashflo Inc		
	Year built:	1922	Number of dwelling units:	4	
	Number of target housing units:	4	Number of HUD/Section 8 units:	0	
12.6	Property location/address:		4850 Hammell Place, Saint Louis, MO 63113		
	Property owner & address:		Kashflo Inc		
	Year built:	1915	Number of dwelling units:	2	
	Number of target housing units:	2	Number of HUD/Section 8 units:	0	
12.7	Property location/address:		5041 Kensington Avenue, Saint Louis, MO 63108		
	Property owner & address:		Kashflo Inc		
	Year built:	1903	Number of dwelling units:	4	
	Number of target housing units:	4	Number of HUD/Section 8 units:	1	
12.8	Property location/address:		3823 Kossuth Avenue, Saint Louis, MO 63107		
	Property owner & address:		Kashflo Inc		
	Year built:	1915	Number of dwelling units:	1	
	Number of target housing units:	1	Number of HUD/Section 8 units:	0	

**EPA Region 7 TSCA §1018 Lead-Based Paint Disclosure Rule
Inspection Report**

12.9	Property location/address:		4726 Lexington Avenue, Saint Louis, MO 63115	
	Property owner & address:		Samtek International Inc Post-Office Box 29007, Saint Louis, MO 63112	
	Year built:	1912	Number of dwelling units:	1
	Number of target housing units:	1	Number of HUD/Section 8 units:	0
12.10	Property location/address:		4728 Lexington Avenue, Saint Louis, MO 63115	
	Property owner & address:		Samtek International Inc	
	Year built:	1912	Number of dwelling units:	1
	Number of target housing units:	1	Number of HUD/Section 8 units:	0
12.11	Property location/address:		4946 Lilburn Avenue, Saint Louis, MO 63115	
	Property owner & address:		Samtek International Inc	
	Year built:	1924	Number of dwelling units:	1
	Number of target housing units:	1	Number of HUD/Section 8 units:	0
12.12	Property location/address:		5067 Minerva Avenue, Saint Louis, MO 63113	
	Property owner & address:		Kashflo Inc	
	Year built:	1901	Number of dwelling units:	1
	Number of target housing units:	1	Number of HUD/Section 8 units:	0
12.13	Property location/address:		628 North Taylor Avenue, Saint Louis, MO 63108	
	Property owner & address:		Kashflo Inc	
	Year built:	1898	Number of dwelling units:	2
	Number of target housing units:	2	Number of HUD/Section 8 units:	0
12.14	Property location/address:		1316 Union Boulevard, Saint Louis, MO 63113	
	Property owner & address:		Samtek International Inc	
	Year built:	1913	Number of dwelling units:	6
	Number of target housing units:	6	Number of HUD/Section 8 units:	0
12.15	Property location/address:		1320 Union Boulevard, Saint Louis, MO 63113	
	Property owner & address:		Samtek International Inc	
	Year built:	1903	Number of dwelling units:	2
	Number of target housing units:	2	Number of HUD/Section 8 units:	0
12.16	Property location/address:		2159 Edmund Avenue, Saint Louis, MO 63121	
	Property owner & address:		Kashflo Inc	
	Year built:	1905	Number of dwelling units:	1
	Number of target housing units:	1	Number of HUD/Section 8 units:	0

**EPA Region 7 TSCA §1018 Lead-Based Paint Disclosure Rule
Inspection Report**

TARGET HOUSING RENTAL TRANSACTIONS REVIEWED			
13.1	Address of unit:	5561 Chamberlain Avenue, 1N, Saint Louis, MO 63112	
	Copies of documents collected:	<input checked="" type="checkbox"/> lease/rental agreement	<input checked="" type="checkbox"/> disclosure form
		<input type="checkbox"/> other	
Copies included as Attachment E-1			
13.2	Address of unit:	5561 Chamberlain Avenue, 3N, Saint Louis, MO 63112	
	Copies of documents collected:	<input checked="" type="checkbox"/> lease/rental agreement	<input checked="" type="checkbox"/> disclosure form
		<input type="checkbox"/> other	
Copies included as Attachment E-2			
13.3	Address of unit:	5565 Chamberlain Avenue, 3E, Saint Louis, MO 63112	
	Copies of documents collected:	<input checked="" type="checkbox"/> lease/rental agreement	<input checked="" type="checkbox"/> disclosure form
		<input type="checkbox"/> other	
Copies included as Attachment E-3			
13.4	Address of unit:	5566 Chamberlain Avenue, 2W, Saint Louis, MO 63112	
	Copies of documents collected:	<input checked="" type="checkbox"/> lease/rental agreement	<input checked="" type="checkbox"/> disclosure form
		<input type="checkbox"/> other	
Copies included as Attachment E-4			
13.5	Address of unit:	5589 Chamberlain Avenue, 2E, Saint Louis, MO 63112	
	Copies of documents collected:	<input checked="" type="checkbox"/> lease/rental agreement	<input checked="" type="checkbox"/> disclosure form
		<input type="checkbox"/> other	
Copies included as Attachment E-5			
13.6	Address of unit:	5569 Chamberlain Avenue, 2W, Saint Louis, MO 63112	
	Copies of documents collected:	<input checked="" type="checkbox"/> lease/rental agreement	<input checked="" type="checkbox"/> disclosure form
		<input type="checkbox"/> other	
Copies included as Attachment E-6			
13.7	Address of unit:	5571 Chamberlain Avenue, 1N, Saint Louis, MO 63112	
	Copies of documents collected:	<input checked="" type="checkbox"/> lease/rental agreement	<input checked="" type="checkbox"/> disclosure form
		<input type="checkbox"/> other	
Copies included as Attachment E-7			
13.8	Address of unit:	5571 Chamberlain Avenue, 3N, Saint Louis, MO 63112	
	Copies of documents collected:	<input checked="" type="checkbox"/> lease/rental agreement	<input checked="" type="checkbox"/> disclosure form
		<input type="checkbox"/> other	
Copies included as Attachment E-8			
13.9	Address of unit:	5571 Chamberlain Avenue, 3S, Saint Louis, MO 63112	
	Copies of documents collected:	<input checked="" type="checkbox"/> lease/rental agreement	<input checked="" type="checkbox"/> disclosure form
		<input type="checkbox"/> other	
Copies included as Attachment E-9			
13.10	Address of unit:	5575 Chamberlain Avenue, Saint Louis, MO 63112	
	Copies of documents collected:	<input checked="" type="checkbox"/> lease/rental agreement	<input checked="" type="checkbox"/> disclosure form
		<input type="checkbox"/> other	
Copies included as Attachment E-10			

**EPA Region 7 TSCA §1018 Lead-Based Paint Disclosure Rule
Inspection Report**

SUMMARY OF OBSERVATIONS			
14.	The following possible deviations from the requirements of 40 CFR Part 745 Subpart F were observed during this inspection		
	RE; RENTAL TRANSACTION NUMBER(S) FROM ABOVE	CITATION	REQUIREMENT
		§746.107	Failure to conduct <i>any</i> of the disclosure activities required by 40 CFR §746.107
	13.4, 13.10	§746.107	Failure to disclose <i>prior to obligation</i> under contract to lease target housing, as required by 40 CFR § 746.107
		§746.107(a)(1)	Failure to provide the lessee with an EPA-approved lead hazard information pamphlet, as required by 40 CFR §746.107(a)(1)
		§746.107(a)(2)	Failure to disclose to the lessee the presence of any known lead-based paint and/or lead-based paint hazards in the target housing, as required by 40 CFR §746.107(a)(2)
		§746.107(a)(3)	Failure to disclose to each agent the presence of any known lead-based paint and/or lead-based paint hazards and the existence of any available records or reports pertaining to lead-based paint and/or lead-based paint hazards, as required by 40 CFR §746.107(a)(3)
		§746.107(a)(4)	Failure to provide the lessee with any available records or reports pertaining to lead-based paint and/or lead-based paint hazards, as required by 40 CFR §746.107(a)(4)
		§746.113(b)(1)	Failure to include, either on an attachment or within the lease contract, the "Lead Warning Statement" contained in 40 CFR §746.113(b)(1), as required by 40 CFR §746.113(b)(1)
		§746.113(b)(2)	Failure to include, either on an attachment or within the lease contract, a statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards, as required by 40 CFR §746.113(b)(2)
		§746.113(b)(3)	Failure to include, either on an attachment or within the lease contract, a list of any records or reports available to the lessor pertaining to lead-based paint and/or lead-based paint hazards in the target housing which were provided to the lessee or indicating that no such reports or records exist, as required by 40 CFR §746.113(b)(3)
		§746.113(b)(4)	Failure to include, either on an attachment or within the lease contract, a statement by the lessee affirming receipt of the information set out in 40 CFR §746.113(b)(2) and 40 CFR §746.113(b)(3) and the lead hazard information pamphlet, as required by 40 CFR §746.113(b)(4)
		§746.113(b)(6)	Failure to include, either on an attachment or within the lease contract, a statement that the agent has informed the lessor of their obligations under 42 U.S.C. §4862d, and that the agent is aware of their duty to ensure compliance with the requirements of 40 CFR Part 745, Subpart F, as required by 40 CFR §746.113(b)(6)
	13.1, 13.2, 13.3, 13.4, 13.5, 13.6, 13.8, 13.9	§746.113(b)(6)	Failure to include, either on an attachment or within the lease contract, the dated signatures of the lessor, agent and lessee certifying to the accuracy of their statements, as required by 40 CFR §746.113(b)(6)
		§746.113(o)(1)	Failure to retain a copy of the completed attachment or lease contract containing the information required by 40 CFR §746.113(b) for no less than three years from the commencement of the leasing period, as required by 40 CFR §746.113(o)(1)

**EPA Region 7 TSCA §1018 Lead-Based Paint Disclosure Rule
Inspection Report**

WRITTEN STATEMENT			
16.	The inspected entity/facility representative	<input type="checkbox"/> did	<input checked="" type="checkbox"/> did not
	provide a signed written statement.		
The signed statement is included as Attachment F.			

COMPLIANCE ASSISTANCE	
16.	I provided a folder containing compliance assistance information pertaining to the Lead-Based Paint Disclosure Rule §1018 and the Pre-Renovation Education (PRE) Rule §406(b). I briefly reviewed the materials in the folder. A list of the items in the folder is included in Attachment G.

PRE-RENOVATION EDUCATION RULE INFORMATION			
17.	After I explained what repair/renovation/painting activities are subject to regulation under 40 CFR Part 745 Subpart E, the facility representative stated that in the past twelve months, target housing owned and/or managed by this facility <input type="checkbox"/> did <input checked="" type="checkbox"/> did not undergo any repairs, renovations or painting activities as defined by 40 CFR Part 745 Subpart E. If subject repairs/renovations/painting activities did occur, provide as much of the following information as possible:		
	ADDRESS WHERE WORK WAS PERFORMED	APPROXIMATE DATE OF WORK	TYPE OF WORK
			NAME, ADDRESS, PHONE OF PERSON/ENTITY PERFORMING WORK

OTHER INFORMATION	
18.	<p>My first attempt to contact Mr. Mohsin Bajwa was on December 11, 2008. I obtained his telephone number from his brother Ameen Bajwa during the inspection at the Village Apartments. I called the number but got no answer, and no voicemail. Later, Bert Wanager, NOWCC/SEE Inspector, also attempted to call, and he was able to leave voicemail messages but got no response. I first made contact with Mr. Mohsin Bajwa on January 23, 2009, and we agreed to do the inspection the week of January 26, 2009.</p> <p>Mr. Bajwa's copier was not functioning at the time of the inspection, so I photographed the leases and disclosure forms. One page was missing from the lease for 5565 Chamberlain, 2W.</p> <p>I explained to Mr. Bajwa that the regulations require that the lessor's and lessee's signatures on the disclosure forms be dated and that disclosure must be completed prior to the lessees' becoming obligated under a contract to lease target housing. He said he would correct that in his future lease transactions.</p> <p>Mr. Bajwa is also a member of the following companies: Progressive Property Management Group, LLC; American Progressive Developers, LLC; Bajwa and Bajwa, LLC; and Bajwa International Group, LLC.</p>

**EPA Region 7 TSCA §1018 Lead-Based Paint Disclosure Rule
Inspection Report**

CLOSING CONFERENCE																	
19.	<p>I completed and signed a Receipt for Documents form listing all documents copied, which the facility representative signed and dated. A copy of this form is included as Attachment H. At the closing conference, I reviewed the potential violations observed, and explained how to correct them. I also explained that there could be changes, pending further review by EPA Regional Office staff. I explained that as the inspector, I collected information and evidence, but would not be making a final determination with regard to compliance and/or enforcement. I explained that he would be mailed a copy of the final inspection report within sixty days of the inspection.</p> <p>This completed the inspection and I left the premises at 4:15 p.m.</p>																
REPORT SUBMITTED BY																	
20.	<p><i>[Signature]</i> John Lawlor <input type="checkbox"/> EPA Inspector <input checked="" type="checkbox"/> EPA NOWCC/SEE Inspector</p> <p align="right">February 9, 2009 Date</p>																
ATTACHMENTS																	
21.	<table border="1"> <tr><td>A</td><td>Notice of Inspection Form</td></tr> <tr><td>B</td><td>Notice of Confidentiality Form</td></tr> <tr><td>C</td><td>Example of blank disclosure form provided by facility</td></tr> <tr><td>D</td><td>Example of lead hazard information pamphlet provided by facility</td></tr> <tr><td>E (E-1 through E-10)</td><td>Copies of Leases and Disclosure Forms</td></tr> <tr><td>F</td><td>Not Used</td></tr> <tr><td>G</td><td>List of Compliance Assistance Materials provided to facility</td></tr> <tr><td>H</td><td>Receipt for Documents</td></tr> </table>	A	Notice of Inspection Form	B	Notice of Confidentiality Form	C	Example of blank disclosure form provided by facility	D	Example of lead hazard information pamphlet provided by facility	E (E-1 through E-10)	Copies of Leases and Disclosure Forms	F	Not Used	G	List of Compliance Assistance Materials provided to facility	H	Receipt for Documents
A	Notice of Inspection Form																
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D	Example of lead hazard information pamphlet provided by facility																
E (E-1 through E-10)	Copies of Leases and Disclosure Forms																
F	Not Used																
G	List of Compliance Assistance Materials provided to facility																
H	Receipt for Documents																

ATTACHMENT A



US ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, DC 20460

TOXIC SUBSTANCES CONTROL ACT

LEAD PAINT -- NOTICE OF INSPECTION

1. INSPECTION IDENTIFICATION		2. TIME: 2:15 pm	3. COMPANY NAME: KASH FLO, INC.
DATE: 01/28/2009	INSPECTION NUMBER: IL 0128 2009 2		
4. INSPECTOR'S ADDRESS: U. S. Environmental Protection Agency, EPA Region 7 901 North 5 th Street Kansas City, KS 66101		6. FACILITY'S ADDRESS: P O Box 29007 SAINT LOUIS, MO 63112	

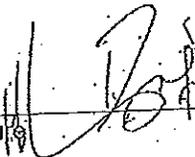
For Internal EPA use. Copies of this form may be provided to recipient as acknowledgment of this notice.

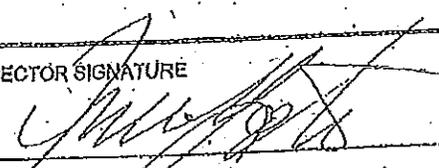
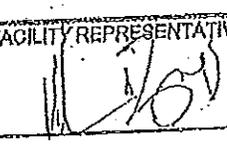
REASON FOR INSPECTION

- This inspection involves the review of records, files, papers, and shall include copies of Title X, Section 1018 Disclosure Rule documents for residential real estate sales and/or lease transactions.
- In addition, this inspection extends to (Check appropriate blocks):
 - A. Financial data
 - B. Sales data
 - C. Pricing data
 - D. Personal data
 - E. Research data
 - F. Lease data

The nature and extent of the inspection of such data specified in A through F is to determine compliance with Title X, Section 1018.

I acknowledge voluntary consent to allow the representatives of EPA named below to review real estate notification and disclosure forms and any other documents to determine compliance with Title X, Section 1018 and to allow the EPA representative to copy any of these documents.

Signature:  Date: 1/28/09

INSPECTOR SIGNATURE 		FACILITY REPRESENTATIVE SIGNATURE 	
NAME JOHN T. LEATOVICH		NAME MOUSIS BASWA	
TITLE COMPLIANCE INSPECTOR	DATE SIGNED 01/28/2009	TITLE Project Director	DATE SIGNED 1/28/09

ATTACHMENT B



US ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, DC 20460
TOXIC SUBSTANCES CONTROL ACT
TSCA INSPECTION CONFIDENTIALITY NOTICE

1. INSPECTION IDENTIFICATION		4. FACILITY NAME:	
DATE: 01/28/2009	INSPECTION NUMBER: JL01282009Z	KASHFLO, INC	
2. INSPECTOR'S NAME:		6. ADDRESS:	
JOHN T. LEFTWICH		P.O. Box 29007 ST. LOUIS, MO 63112	
3. INSPECTOR'S ADDRESS		6. NAME OF CHIEF EXECUTIVE OFFICER:	
U. S. Environmental Protection Agency, Region 7 901 North 6 th Street Kansas City, KS 66101		MOHSIN BAJWA	
		7. TITLE:	
		PROJECT DIRECTOR	

For Internal EPA use. Copies may be provided to recipient as acknowledgment of this notice.

TO ASSERT A TSCA CONFIDENTIAL BUSINESS INFORMATION CLAIM

It is possible that EPA will receive public requests for release of the information obtained during the inspection of the facility cited above. Such requests will be handled by EPA in accordance with provisions of the Freedom of Information Act (FOIA), 5 USC 552; EPA regulations issued thereunder, 40 CFR, Part 2; and the Toxic Substances Control Act (TSCA), Section 14. EPA is required to make inspection data available in response to FOIA requests unless the EPA Administrator determines that the data is entitled to confidential treatment, or may be withheld from release under other exceptions of FOIA.

Any or all information collected by EPA during the inspection may be claimed as confidential if it relates to trade secrets, commercial, or financial matters that your company considers to be confidential business information (CBI). If you assert a CBI claim, EPA will disclose the information only to the extent, and by means of the procedures set forth in the regulations (cited above) governing EPA's treatment of CBI. Among other things, the regulations require that EPA notify you in advance of publicly disclosing any information claimed as CBI.

A CBI claim may be asserted at any time prior to or during the inspection. If a CBI claim is received after the inspection, EPA will make such efforts as are administratively practicable to protect the information. However, EPA cannot assure that such efforts will be effective in light of the possibility of prior disclosure. If it is more convenient for you to assert a CBI claim on your own stationery or by making the individual documents or samples "TSCA confidential business information," it is not necessary for you to use this notice. The inspector will be glad to answer any questions you may have regarding EPA's CBI procedures.

While you may claim any collected information or sample as CBI, such claims are not likely to be upheld if they are challenged unless the information meets the following criteria:

- Your company has taken measures to protect the confidentiality of the information and it intends to continue to take such measures.

- The information is not, and has not been, reasonably obtainable without your company's consent by other persons (other than governmental bodies), or by use of legitimate means (other than discovery based on showing of special need in a judicial or quasi-judicial proceeding).
- The information is not publicly available elsewhere.
- Disclosure of the information would cause substantial harm to your company's competitive position.

At the completion of the inspection, you will be given a receipt for all documents, samples, and other materials collected. At that time, you may make claims that some or all of the information is CBI.

If you are not authorized by your company to assert a CBI claim, this notice will be sent by certified mail, along with the receipt for documents, samples, and other materials to the Chief Executive Officer of your company within 2 days of this date. The Chief Executive Officer must return a statement specifying any information which should receive CBI treatment.

The statement from the Chief Executive Officer should be addressed to:
TSCA CBI Document Control Officer (DCO)
USEPA-Region 7
901 North 6th Street
Kansas City, KS 66101

and mailed by registered, return-receipt requested mail within 7 calendar days of receipt of this notice. Claims may be made at any time after the inspection, but the inspection data will not be entered into the TSCA/CBI security system until an official confidentiality claim is made. The data will be handled under EPA's routine security system unless and until a claim is made. If no confidentiality claim accompanies the information when it is received by EPA, the information may be made available to the public without further notice to the business.

TO BE COMPLETED BY FACILITY OFFICIAL RECEIVING THIS NOTICE
I acknowledge receipt of this notice:

If there is no one on the premise who is authorized to make CBI claims for this facility, a copy of this notice and other inspection materials will be sent to the company's Chief Executive Officer. If there is another official who should also receive this information, please designate below.

SIGNATURE		NAME	
		MOHSIN BAJWA	
NAME		TITLE	
MOHSIN BAJWA		PROJECT DIRECTOR	
TITLE		ADDRESS	
PROJECT DIRECTOR		1/28/09	

ATTACHMENT C

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

(ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (initial)

(c) Lessee has received copies of all information listed above.

(d) Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgement (initial)

(e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

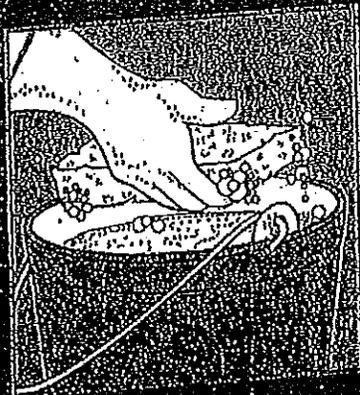
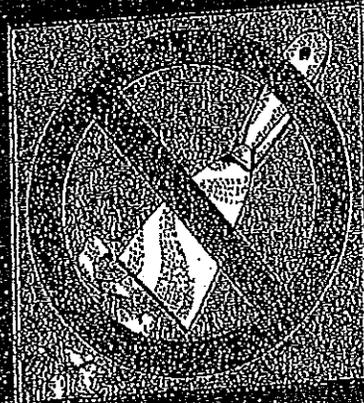
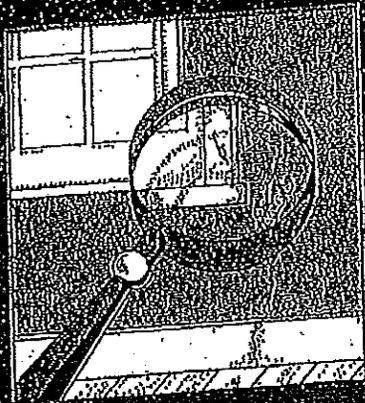
Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<input checked="" type="checkbox"/> Lessor (Sign and PRINT name)	Lessor (Sign and PRINT name)	Date		Date
<input checked="" type="checkbox"/> Lessee (Sign and PRINT name)	Lessee (Sign and PRINT name)	Date		Date
Agent (Sign and PRINT name)	Agent (Sign and PRINT name)	Date		Date

1/19/2007

ATTACHMENT D



Protect Your Family From Lead In Your Home



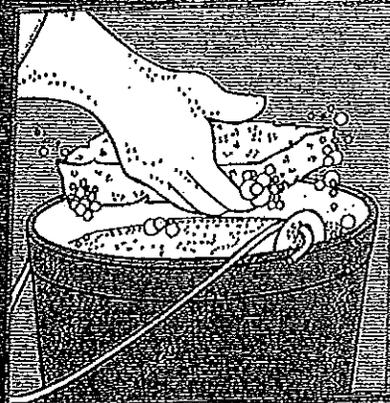
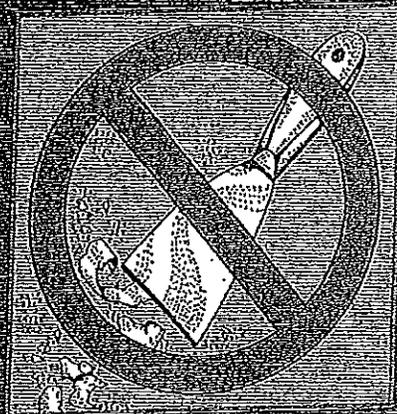
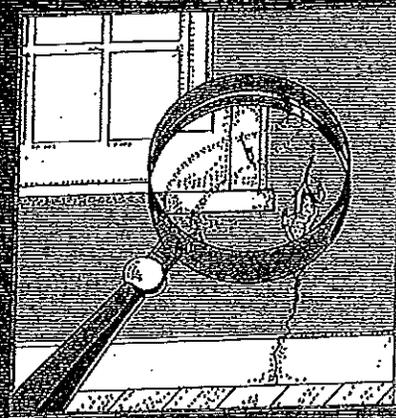
United States Environmental Protection Agency



United States Consumer Product Safety Commission



United States Department of Housing and Urban Development



Protect Your Family From Lead In Your Home

 **EPA** United States
Environmental
Protection Agency

 **United States
Consumer Product
Safety Commission**

 **United States
Department of Housing
and Urban Development**

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

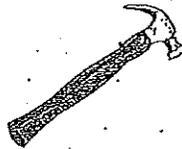
Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

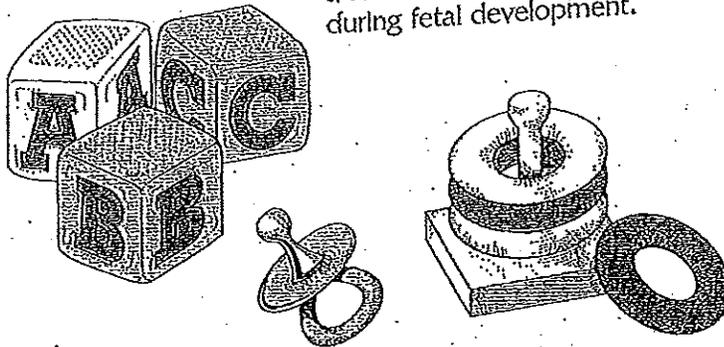
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

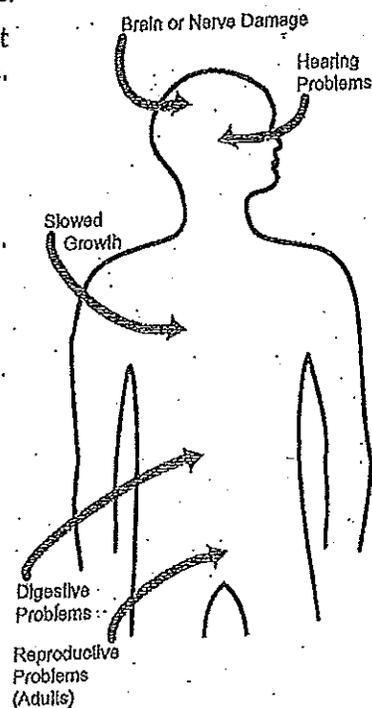
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



**Lead affects
the body in
many ways.**

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors.
- ◆ 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.

You can get your home tested for lead in several different ways:

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint; and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call 1-800-424-LEAD (5323) for a list of contacts in your area.

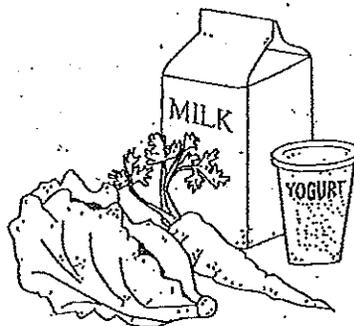
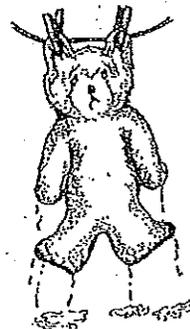
Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.



What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- ◆ You can temporarily reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- ◆ To permanently remove lead hazards, you should hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- ◆ 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills; and
- ◆ 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

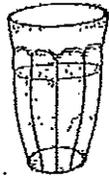
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



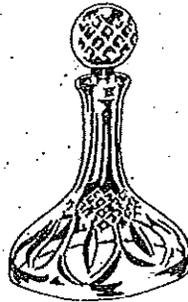
If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead



While paint, dust, and soil are the most common sources of lead, other lead sources also exist.



◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.

◆ **Old painted toys and furniture.**

◆ **Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.**

◆ **Lead smelters** or other industries that release lead into the air.

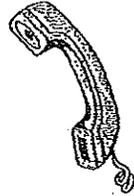
◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.

◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit www.epa.gov/lead and www.hud.gov/offices/lead/.

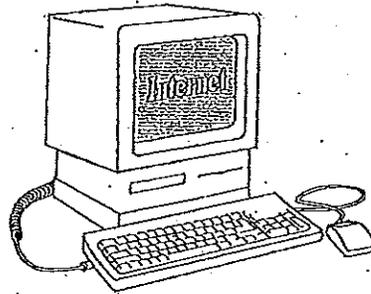


EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: www.cpsc.gov.



Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at www.epa.gov/lead or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center
Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center
Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center
Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development
Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



Recycled/Recyclable
Printed with vegetable oil based inks on recycled paper
(minimum 50% postconsumer); process chlorine free.

ATTACHMENT E-1

Amount
Date
Pay to
Pay to
Pay to

SPRINT
800 N. Third St
St. Louis, MO 63101
ATTN:
(314) 802-5480 (toll-free)

Indicate any changes in the amount of the check or the date of the check. If the amount of the check is changed, the check is void. If the date of the check is changed, the check is void.

2/21/18

Amount received

5565 Overkellaway St
St. Louis, Mo 63112
City, State, ZIP

10/13 approx

Legal Owner of property (if not)

KACARCO, INC. P. BOX 24007
St. Louis, Mo 63112
City, State, ZIP

Contact phone

314-353-9900

Wire Number

314-724-1918

Move-in date

MAY 108

Amount of monthly rent

██████████

Amount of deposit

██████████

Total amount due at move-in

██████████

Make check payable to

KACARCO, INC.

Mail to check to

P. BOX 24007

St. Louis, Mo 63112
City, State, ZIP

2/22/18

Owner's name and address

Amount of monthly rent
Amount of deposit
Total amount due at move-in

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead-based paint and lead-based paint hazards can be found in many types of housing, including rental units and public housing. Lead-based paint and lead-based paint hazards can be found in many types of housing, including rental units and public housing. Lead-based paint and lead-based paint hazards can be found in many types of housing, including rental units and public housing.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (I) or (II) below).
(I) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain)

(II) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (I) or (II) below).

(I) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below)

(II) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (Initial)

(c) Lessee has received copies of all information listed above.
(d) Lessee has received the pamphlet "Protect Your Family from Lead in Your Home"

Agent's Acknowledgement (Initial)

(e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 1852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify to the best of their knowledge that the information they have provided is true and accurate.

_____ (Signature) Date	_____ (Signature) Date
_____ (Signature) Date	_____ (Signature) Date
_____ (Signature) Date	_____ (Signature) Date

TSCA Lead-Based Paint Disclosure Rule Inspection Worksheet

INDIVIDUAL LEASE INFORMATION SUMMARY

Instructions: Inspector completes form for every lease copied and reviewed. Completed form is included in inspection report, Attachment E. Form may be completed manually or electronically. (Enter all dates as mm/dd/yyyy). This form may be printed and completed in pen, or it may be completed electronically, then printed, if form is completed electronically, print in color.

Inspector (last name) Leftwich Inspection Date: 01/28/2009

Target Housing Unit Information:

Name of Apartment Complex, if applicable Chamberlain Apartments
 Street address: 5561 Chamberlain Avenue Unit number: 1N
 City: Saint Louis... State: MO Zip: 63112 Year Built: 1925
 Type of Housing (check one): single family or single unit in multi-unit building
 Number of bedrooms (check one): 1 2 3 (if more than 3, specify number)

Tenant Information:

Name of Lessee(s): [REDACTED]
 Number of Tenants under the age of 18 (at the time the lease was signed): 0
 Age (or approx. age) of each tenant under 18 (at the time the lease was signed): N/A
 Source of information on children's ages: landlord (verbal) lease application lease
 other (specify) _____
 Were any of the lessee(s) pregnant (at the time lease was signed)? YES NO Unknown (date)

Lease Information:

Type of Lease (check one): Initial or Renewal
 Is this a government assisted rental unit? (e.g., Section 8/HUD) YES NO
 Lease term/ occupancy dates: From 05/08/2008 to Month-to-Month
 Date Lessee(s) Signed Lease* 04/22/2008
**If Lessee(s) signed lease but did not date their signature, then this date defaults to the date of the lease agreement. Many leases begin with language such as "This agreement is made on the 3rd day of Month in yyyy"*
 Lease is subsidized through Saint Patrick Center Employment Services.

Disclosure Information:

Is there a signed Disclosure Form? YES NO
 If YES, provide the following information:
 Date Lessee(s) signed Disclosure Form: No Date
 Date Lessor signed Disclosure Form: No Date
 Date Agent signed Disclosure Form: No Agent

Was the pamphlet *Protect Your Family from Lead in Your Home* (June 2003) provided to lessee? YES NO
 If NO, check all that apply:
 Reduced in size
 Incomplete (e.g., one or more pages missing, illustrations removed)
 Illegible poor quality copy /readable
 Enlarged in size/not in pamphlet form
 Incorrect edition (current version is June 2003)
 Other (explain) _____

Additional Comments/Notes:

There is no actual lease for this apartment, rather a commitment form from the subsidizing agency. Although the form refers to Apartment 3W, Mr. Bajwa said Mr. Moore moved in to Apartment 1N.

ATTACHMENT E-2

Lease Contract

THIS LEASE is made and entered into on 04/15/68 between St. Louis, MO 63112 and 5561 Chamblain St. S.W. and severally responsible and for this lease the rental for the term of one year commencing on 04/15/68

Leased Premises:
In consideration of the rents, covenants and conditions hereinafter set forth and to be observed and performed by the Lessee in accordance with the terms and conditions of this lease and the improvements and premises (including the improvements and premises) located at

5561 Chamblain St. S.W.
(Location of rental property)

2. Commencement and ending date of term

The term of this Lease shall begin 04/15/68 and end on 04/15/69 inclusive unless sooner terminated as hereinafter provided. After the initial term, this lease will continue for successive terms of one month each unless terminated according to the conditions set forth in Section 17 of this Lease.

3. Rent, Charges for Late Payments, and Damages

- a. Lessee agrees to pay Lessor at Lessor's office or at such other place designated by Lessor without prior demand, therefore and without any deduction or set-off whatsoever, the annual rental amount of \$ 1200.00 in monthly installments of \$ 100.00 on the first (1st) day of each month.
- b. All payments due under this Lease must be made by Money Order or Cash. Lessor not to accept payment by means other than those specified. Lessor shall not be deemed to waive of any claims or actions Lessor may have against Lessee.
- c. Lessee shall pay as additional rent any money required to be paid by Lessee under the provisions of this lease.
- d. If Lessee's rent is not received by the close of the 10th day of any month, Lessee shall pay an additional rent a late charge in the amount of \$35.00 per month in late fees until the rent is paid in full.
- e. Lessee agrees to pay as additional rent the cost of any damage to the leased premises or to the property where it is located, beyond ordinary wear and tear, and all damages that are caused by the tenant or his guests, family, or occupants of the premises or their guests. Lessee shall be responsible for the cost of the items replaced and/or materials used, this liability is not to be limited by the amount of the contract or other than Lessee or make other arrangements. Lessee shall pay the cost of any damages or repairs required to be made by the tenant or his guests, family, or occupants of the premises or their guests.

Lease Contract

Lessor's acceptance of rent from Lessor shall constitute an acknowledgment of the receipt of the same. Lessor will not be relieved of his/her duties and obligations to Lessor, including but not limited to, the payment of rent and liability for any damages to the premises.

d. Security Deposit

Lessee has paid Lessor a security deposit in the amount of \$ [redacted] within thirty (30) days of termination of the tenancy and Lessee's giving up possession. Lessor shall return the full amount of the Security Deposit or withhold as may be necessary to (1) restore the premises, due to damages, (2) remedy default in the payment of rent or additional rent due under this Lease, or (3) compensate Lessor for damage sustained as a result of the Lessee's failure to give proper notice to terminate or for termination prior to the Lease expiration date. Lessee shall remain liable for the cost of all damages, ordinary wear and tear accepted, remaining unpaid after Lessor's application of the Security Deposit has been deleted. Lessee understands that the Security Deposit shall not be used for rent or other charges prior to termination of the occupancy. If Lessee breaks the Lease Contract before the term is up, they will not receive the Security Deposit back.

5. Use of Apartment and obligation to comply with Rules & Regulations

The leased premises shall be occupied solely for residential purposes by Lessee and those other persons hereinafter named:

Lessee and all occupants of the leased premises and Lessee's guest(s) shall comply with the Rules and Regulations that are to be considered a part of this Lease. The Lessee agrees the Lessee, members of the household and/or guests must not engage in or permit any criminal activity, including drug related criminal activity, whether in the above stated address or elsewhere on or near the apartment community or any unlawful activity in the above stated address or on or near the apartment community. If Lessee, members of the household and/or guest are arrested for any unlawful activity, the Lease will be terminated in thirty (30) days.

6. Lessee's Inspection

Lessee hereby declares that the Lessee has inspected the leased Premises, the Building and all related areas and grounds and that Lessee accepts the condition in which they are now.

Lessee to insure possessions

Lessor is not responsible for carrying insurance on Lessee's personal possessions. Lessee must insure their own possessions, including any and all possessions including vehicles, bikes, etc.

Access By Lessor

Lessee and Lessor agree that Lessor, upon giving forty-eight (48) hour notice will enter the leased premises to inspect, make repairs, decorations, alterations or improvements, and supply services, and Lessor, without any notice, will enter the leased premises, if it is further agreed, in an emergency, the Lessee's.

Lease Contract

Lessee shall perform what services that are needed in order to prevent damage to the premises, or to neighboring premises. (Emergency, fire, flood or other hazardous conditions)

Lessee's Absence:

Lessee shall notify Lessor of any anticipated extended absence from the premises in excess of 14 (14) days.

Abandonment:

If Lessor reasonably believes that Lessee has vacated the leased premises with no intention again to reside therein, Lessor may deem the leased premises and any personal property remaining in the leased premises and Lessor will make all necessary repairs to the leased premises in accordance with the terms of this Lease in order to release the herein mentioned property.

Condemnation:

If the whole or any substantial part of the leased premises is taken or condemned by any competent authority for any public use or purpose, the term of this lease shall, at the option of the Lessor, be terminated upon the date when possession of the part so taken shall be required for such taking. Lessor shall be entitled to receive the entire condemnation award or damages without apportionment with Lessee. Rent shall be adjusted as of the date of Lessee's vacating as the result of such condemnation.

Damage or Destruction of leased premises:

If the leased premises shall be damaged by fire, the elements, unavoidable accident or other casualty without the fault or negligence by the Lessee, but are not thereby rendered untenable in whole or in part, Lessor shall at its own expense cause such damage to be repaired and the rent shall not be abated. If by reason of such occurrence, the premises shall be rendered untenable only in part, Lessor shall at its own expense cause such damage to be repaired, and the rent meanwhile shall abate, until the leased premises have been restored and rendered tenable or Lessor may at its election, terminate this lease and the tenancy created by giving to Lessee within sixty (60) days following the date of said occurrence, written notice of Lessor's election to do so and in the event of such termination rent shall be adjusted as of such date. There shall be no abatement of the rent in the event that damage to the premises is caused by Lessee or occupants of the leased premises, or their guests.

Termination and return of Possession:

Upon the termination of this lease or Lessee's right of possession, whether by lapse of time or otherwise, Lessee shall deliver immediate possession of the leased premises to Lessor and deliver all keys to the Lessor at the site management office or as Lessor otherwise directs, which action shall be taken on the date and time of vacation of the lease term.

Assignment, Subletting and Relotting:

Lessee shall not sublet the apartment/house (nor any part thereof) and shall not assign this Lease and shall not permit any transfer of Lessee's interest by operation of law, except with the Lessor's prior written permission. No action or failure to act of Lessor's except as herein provided shall operate as a waiver of Lessor's right to terminate this lease and Lessee's right of possession nor operate to extend the term thereof.

Lease Contract

Names including those provided by statute shall be binding and shall be deemed to have been given when served by delivery in person or when mailed by United States mail (regular or paid).

6. Utilities

Lessee agrees to maintain utility service for the leased premises.

7. Key/Lock Replacement

If Lessee needs replacement of key, for any reason, the fee of \$20.00 per key is to be paid upon receiving of the key(s). If you wish for your locks to be changed on your unit (for any reason) the fee of \$35.00 per door, payable at the time the service is performed.

8. DO NOT DISCONNECT YOUR SMOKE DETECTOR.

9. ALL INTENTIONS TO VACATE UNIT MUST BE GIVEN TO OFFICE IN WRITING, 30 DAYS BEFORE TENANT VACATES THE UNIT.

Absolutely no Pets are allowed unless you obtain written permission from the Landlord's office and have paid a separate Security Deposit for your pet, (\$400.00).

SIGNATURES:

Lessee

4/15/08
Date

Lessee

Date

[Signature]
Cheryl Woodfin / Kishida, Inc

4/15/08
Date

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead-based paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in their dwelling. Lessors must also provide a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (I) or (II) below)

(I) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(II) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (I) or (II) below)

(I) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

(II) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (Initial)

(c) Lessee has received copies of all information listed above.

(d) Lessee has received the pamphlet "Protect Your Family from Lead in Your Home."

Agent's Acknowledgement (Initial)

(e) Agent has informed the lessor of the lessor's obligations under 42 USC 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify to the best of their knowledge that the information they have provided is true and accurate.

Signature and Title of Lessor, Lessee, and Agent with corresponding dates.

TSCA Lead-Based Paint Disclosure Rule Inspection Worksheet

INDIVIDUAL LEASE INFORMATION SUMMARY

Instructions: Inspector completes form for every lease copied and reviewed. Completed form is included in inspection report, Attachment E. Form may be completed manually or electronically. (Enter all dates as mm/dd/yyyy). This form may be printed and completed in pen, or it may be completed electronically, then printed. If form is completed electronically, print in color.

Inspector (last name) Leftwich Inspection Date: 01/28/2009

Target Housing Unit Information:

Name of Apartment Complex, if applicable: Chamberlain Apartments
 Street address: 5561 Chamberlain Avenue Unit number: 3N
 City: Saint Louis State: MO Zip: 63112 Year Built: 1925
 Type of Housing (check one): single family or single unit in multi-unit building
 Number of bedrooms (check one): 1 2 3 (if more than 3, specify number)

Tenant Information:

Name of Lessee(s): [REDACTED]
 Number of Tenants under the age of 18 (at the time the lease was signed): 0
 Age (or approx. age) of each tenant under 18 (at the time the lease was signed): N/A
 Source of information on children's ages: landlord (verbal) lease application lease
 other (specify) _____
 Were any of the lessee(s) pregnant (at the time lease was signed)? YES NO Unknown (default)

Lease Information:

Type of Lease (check one): Initial or Renewal
 Is this a government assisted rental unit? (e.g., Section 8/HUD) YES NO
 Lease term/ occupancy dates: From 04/15/2008 to 04/14/2009
 Date Lessee(s) Signed Lease* 04/15/2008
*If Lessee(s) signed lease but did not date their signature, then this date defaults to the date of the lease agreement. Many leases begin with language such as "This agreement is made on the 3rd day of Month in yyyy"

Disclosure Information:

Is there a signed Disclosure Form? YES NO
 If YES, provide the following information:
 Date Lessee(s) signed Disclosure Form: No Date
 Date Lessor signed Disclosure Form: No Date
 Date Agent signed Disclosure Form: No Agent

Was the pamphlet *Protect Your Family from Lead in Your Home* (June 2003) provided to lessee? YES NO
 If NO, check all that apply:
 Reduced in size
 Incomplete (e.g., one or more pages missing, illustrations removed)
 Illegible poor quality copy /readable
 Enlarged in size/not in pamphlet form
 Incorrect edition (current version is June 2003)
 Other (explain) _____

Additional Comments/Notes:

ATTACHMENT E-3

Lease Contract

THIS LEASE made and entered into on 10/20/08 by and between K. A. [unclear] hereinafter referred to as "Lessor" whose address is 12 [unclear] St. Louis, MO 63112 and [unclear] (the "Lessee"), who are jointly and severally responsible under this Lease, hereinafter referred to as "Lessee"

1. Leased Premises

In consideration of the rents, covenants and agreements hereinafter reserved and contained in the part of this Lease to be observed and performed, the Lessor leases to the Lessee, and the Lessee rents from the Lessor, those certain improvements and premises (being hereinafter referred to as the "Leased Premises")

located at:

1715 Chamberlain #30 St. Louis, MO 63112
(Location of rental property)

2. Commencement and ending date of term

The term of this Lease shall begin 11/1/08 and end on 10/31/09 both dates inclusive unless sooner terminated as hereinafter provided. After the initial lease term ends, the Lease will continue for successive terms of one month each unless terminated according to the conditions set forth in Section 17 of this Lease.

3. Rent, Charges for Late Payments, And Damages

a. Lessee agrees to pay Lessor at Lessor's office or at such other place designated by Lessor, without prior demand, therefor and without any deduction or set-off whatsoever the annual rental amount of \$ [unclear] in monthly installments of \$ [unclear] due on the first (1st) day of each month.

b. All payments due under this Lease must be made by Money Order or Cash for or payable to accept payment by means other than those stipulated within this Lease shall not constitute a waiver of any claim or claims Lessor may have against Lessee.

c. Lessee shall pay as additional rent any money required to be paid by Lessee in order to fulfill provisions of this lease.

d. If Lessee's rent is not received by the close of the 15th day of any month, Lessor shall pay as additional rent a late charge in the amount of \$ 35.00 per month in arrears. All late rent is paid in full.

e. Lessee agrees to pay, as additional rent, the cost, as described in this paragraph, of repairs to all damages to the leased premises and all improvements located beyond ordinary wear and tear, and all damages that are caused by fire, theft or other cause, and the cost of the items replaced and/or materials used in repairs, if the cost of repairs exceeds \$ 250.00. If the cost of repairs is less than \$ 250.00, Lessee shall pay the full cost thereof. All late rent based on cost of repairs under this paragraph shall be payable to Lessor in full on request for payment.

Lease Contract

Lessor's acceptance of rent from other than Lessee will constitute a waiver of any rights or claims or actions Lessor may have against Lessee. Any acceptance of rent from other than Lessee will not relieve Lessee of his/her duties and obligations to Lessor, the holding of which is limited to the payment of rent and liability for any damages to the premises.

Lessee fully understands that rent payment is more than 20 days late at a violation will be filed.

4. Security Deposit

Lessee has paid Lessor a security deposit in the amount of \$ [redacted] within thirty (30) days of termination of the tenancy and Lessee's giving up possession of all items in the full amount of the Security Deposit or will hold as may be necessary to (1) restore the premises to its original condition, (2) remedy a default in the payment of rent or additional rent due under this lease or (3) compensation to Lessor for damage sustained as a result of the Lessee's failure to give proper notice of termination of the lease prior to the Lease expiration date. Lessee shall remain liable for the cost of all damages, ordinary wear and tear accepted, remaining unpaid after Lessor's application of the Security Deposit has been deleted. Lessee understands that the Security Deposit shall not be used for rent or other charges in prior to terminating the occupancy. If Lessee breaks the Lease Contract before the term is up they will not receive the Security Deposit back.

5. Use of Apartment and obligation to comply with Rules & Regulations

The leased premises shall be occupied solely for residential purposes by Lessee and those other persons hereinafter named:

Lessee and all occupants of the leased premises, and Lessee's guest(s) shall comply with the Rules and Regulations that are to be considered a part of this Lease. The Lessee agrees the Lessee, members of the household and/or guests must not engage in or permit any criminal activity, including drug-related or habitual activity, whether in the above stated address or elsewhere on or near the apartment, community or any unlawful activity in the above stated address or on or near the apartment, community. If Lessee, members of the household and/or guest are arrested for any unlawful activity, the Lease will be terminated immediately (30) days.

6. Lessor's Inspection

Lessee hereby declares that the Lessee has inspected the leased premises, the building, and all related areas and grounds and that Lessee accepts the condition in which they are now.

7. Lessee to insure possessions

Lessor is not responsible for carrying insurance on Lessee's personal possessions. Lessee must insure their own possessions, including any and all possessions including vehicles, bikes, etc.

8. Access by Lessor

Lessee and Lessor agree that Lessor upon giving forty-eight (48) hour notice will enter the leased premises to inspect, make repairs, decorations, alterations or improvements and similar necessary or agreed services. If in an emergency, the Lessor, without any notice, will enter the

Lease Contract

premises to perform what services that are needed in order to prevent damage to the premises, or to neighboring premises (if emergency, fire, flood or other hazardous conditions).

9. **Lessee's Absence:**
Lessee shall notify Lessor of any anticipated extended absence from the premises in excess of (14)(6) days.

10. **Abandonment**
If Lessor reasonably believes that Lessee has vacated the leased Premises with no intention again to reside therein, Lessor may deem the leased premises and any personal property remaining in the leased premises and Lessor will make all necessary repairs to the leased premises in accordance with the terms of this Lease in order to release the herein mentioned property.

11. **Condemnation**
If the whole or any substantial part of the Leased premises is taken or condemned by any competent authority for any public use or purpose, the term of this lease shall, at the option of the Lessor, be terminated upon the date when possession of the part so taken shall be required for such taking. Lessor shall be entitled to receive the entire condemnation award or damages without apportionment with Lessee. Rent shall be adjusted as of the date of Lessee's vacating as the result of such condemnation.

12. **Damage or Destruction of leased premises:**
If the leased premises shall be damaged by fire, the elements, unavoidable accident or other casualty without the fault or negligence by the Lessee, but are not thereby rendered untenable in whole or in part, Lessor shall at its own expense cause such damage to be repaired and the rent shall not be abated. If by reason of such occurrence, the premises shall be rendered untenable only in part, Lessor shall at its own expense cause such damage to be repaired, and the rent meanwhile shall abate, until the leased premises have been restored and rendered tenable or Lessor may at its election, terminate this lease and the tenancy created by ailing to Lessee within sixty (60) days following the date of said occurrence, written notice of Lessor's election to do so and in the event of such termination rent shall be adjusted as of such date. There shall be no abatement of the rent in the event that damage to the premises is caused by Lessee, occupants of the leased premises, or their guests.

3. **Termination and Return of Possession:**
Upon the termination of this lease or Lessee's right of possession, whether by lapse of time or otherwise, Lessee shall deliver immediately possession of the leased premises to Lessor and deliver all keys to the Lessor at the site management office or as Lessor or otherwise directs, which action shall establish the date and time of vacation of the lease term.

4. **Assignment, Subletting and Relinquish:**
Lessee shall not sublet the apartment house (nor any part thereof) and shall not assign this lease and shall not permit any transfer of Lessee's interest by operation of law, except with the Lessor's prior written permission. No action or failure to act of Lessor is excepted hereon provided shall operate as a waiver of Lessor's right to terminate this lease and Lessee shall not possess or operate to extend the term thereof.

Lease Contract

Notices, including those provided by statute, shall be in writing and shall be deemed to have been given when served by delivery in person or when mailed by United States mail regular prepaid.

16. **Utilities:**
Lessee agrees to maintain utility services for the leased premises.
17. **Key/Lock Replacement**
If Lessee needs replacement of keys for any reason, the fee of \$20.00 per key is to be paid upon receiving of the key(s). If you wish for your locks to be changed on your unit (for whatever reason) the fee of \$35.00 per door, payable at the time the service is performed.
18. **DO NOT DISCONNECT YOUR SMOKE DETECTOR.**
19. **ALL INTENTIONS TO VACATE UNIT MUST BE GIVEN TO OFFICE IN WRITING 30 DAYS BEFORE TENANT VACATES THE UNIT.**
20. **Absolutely no Pets are allowed unless you obtain written permission from the Landlord's office and have paid a separate Security Deposit for your pet. (\$400.00)**

SIGNATURES:

Lessee

11-1-08
Date

Lessee

11-1-08
Date


Cheryl Woodfin / Kashflo, Inc.

11/21/08
Date

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (I) or (II) below):
(I) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(II) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (I) or (II) below):

(I) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

(II) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (Initial)

(c) Lessee has received copies of all information listed above.

(d) Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgement (Initial)

(e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852 and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Lessor: [Signature] Date: []
Lessee: [Signature] Date: []
Agent: [Signature] Date: []

Lessor: (Print Name) Date: []
Lessee: (Print Name) Date: []
Agent: (Print Name) Date: []

TSCA Lead-Based Paint Disclosure Rule Inspection Worksheet

INDIVIDUAL LEASE INFORMATION SUMMARY

Instructions: Inspector completes form for every lease copied and reviewed. Completed form is included in inspection report, Attachment E. Form may be completed manually or electronically. (Enter all dates as mm/dd/yyyy). This form may be printed and completed in pen, or it may be completed electronically, then printed. If form is completed electronically, print in color.

Inspector (last name) Leftwich Inspection Date: 01/28/2009

Target Housing Unit Information:

Name of Apartment Complex, if applicable Chamberlain Apartments
 Street address: 5565 Chamberlain Avenue Unit number: 3E
 City: Saint Louis State: MO Zip: 63112 Year Built: 1925
 Type of Housing (check one): single family or single unit in multi-unit building
 Number of bedrooms (check one): 1 2 3 (if more than 3, specify number)

Tenant Information:

Name of Lessee(s): [REDACTED]
 Number of Tenants under the age of 18 (at the time the lease was signed): 0
 Age (or approx. age) of each tenant under 18 (at the time the lease was signed): N/A
 Source of information on children's ages: landlord (verbal) lease application lease
 other (specify)
 Were any of the lessee(s) pregnant (at the time lease was signed)? YES NO Unknown (default)

Lease Information:

Type of Lease (check one): Initial or Renewal
 Is this a government assisted rental unit? (e.g., Section 8/HUD) YES NO
 Lease term/ occupancy dates: From 11/01/2008 to 10/31/2009
 Date Lessee(s) Signed Lease* 11/01/2008
*If Lessee(s) signed lease but did not date their signature, then this date defaults to the date of the lease agreement. Many leases begin with language such as "This agreement is made on the 3rd day of Month in yyyy"

Disclosure Information:

Is there a signed Disclosure Form? YES NO
 If YES, provide the following information:
 Date Lessee(s) signed Disclosure Form: No Date
 Date Lessor signed Disclosure Form: No Date
 Date Agent signed Disclosure Form: No Agent

Was the pamphlet *Protect Your Family from Lead in Your Home* (June 2003) provided to lessee? YES NO
 If NO, check all that apply:
 Reduced in size
 Incomplete (e.g., one or more pages missing, illustrations removed)
 Illegible poor quality copy /readable
 Enlarged in size/not in pamphlet form
 Incorrect edition (current version is June 2003)
 Other (explain)

Additional Comments/Notes:

ATTACHMENT E-4

THIS LEASE made and entered into this 8th day of June 2006, by and between as follows:
the hereinafter referred to as "Lessor" whose address is R.O. Box 29007, 11A St. Louis
MO 63112, and [redacted] who are jointly and severally responsible under this
Lease, hereinafter referred to as "Lessee".

1. Leased Premises:

In consideration of the rents, covenants and agreements hereinafter reserved and
contained on the part of Lessee to be observed and performed, the Lessor leases to
the Lessee, and Lessee rents from Lessor, those certain improvements and
premises (being hereinafter referred to as the "Leased Premises") located at

5565 Chamberlain, Apt. 2W, St. Louis, MO 63112

2. Commencement and ending date of term:

The term of this Lease shall begin on June 1st, 2006 and end on [redacted] Month to
Month Basis, both dates inclusive unless sooner terminated as hereinafter provided. When
the initial lease term ends, the Lease will continue for successive terms of one month each
unless terminated according to the conditions set forth in Section 17 of this Lease. If
Tenant wishes to vacate the unit, Tenant must give a 30 Day Notice in Writing to the
Landlord stating the exact date that the unit will be vacated. Rent does not stop until all
keys are returned to the Landlord (even if unit is vacated a week before).

3. Rent, Charges for Late Payments, And Damages:

a. Lessee agrees to pay Lessor at Lessor's office or at such other place designated by
Lessor without prior demand therefor and without any deduction or set off
whatsoever, the annual rental amount of [redacted] monthly installment of
[redacted] due on the 1st day of each month.

b. All payments due under this Lease must be made by Cash or Money Order only.
Lessor's refusal to accept payment by means other than those stipulated within this
Lease shall not constitute a waiver of any claims or actions Lessor may have
against Lessee.

c. Lessee shall pay as additional rent any money required to be paid by the provisions
of all other provisions of this lease.

d. If Lessee's rent is not received by within 5 days of due date, Lessee shall pay as
additional rent a late charge in the amount of \$35.00 per month thereafter.

e. Lessee agrees to pay as additional rent, the cost, as described in the lease, of
repairing all damages to the leased premises and all property which is to be

beyond ordinary wear and tear, and all damages shall be deemed the result of willful conduct of Lessee or occupants of the premises or their guests. The cost charged to Lessee will be the lesser cost of the items replaced and of materials used plus twenty-five percent (25%) and Lessee's cost for labor. If a unit or other item that Lessor makes the repairs, Lessee shall pay the full cost thereof. A different rent based on cost of repairs under this paragraph shall be forthcoming if Lessor makes willful repairs for payment.

4. Lessor's acceptance of rent from other than Lessee shall constitute a waiver of any rights, claims or actions Lessor may have against Lessee. Any acceptance of rent from other than Lessee will not relieve Lessee of his duties and obligations to Lessor, including, but not limited to, the payment of rent and liability for any damages to the premises.

4. **Security Deposit:** Lessee has paid Lessor a security deposit in the amount of \$_____. Within thirty (30) days after termination of the tenancy and Lessee's giving up possession, Lessor shall return the full amount of the Security Deposit or will withhold as may be necessary to: (1) restore the premises due to damages; (2) remedy a default in the payment of rent or additional rent due under this lease; or (3) compensate the Lessor for damage sustained as a result of the Lessee's failure to give proper notice to terminate lease or termination prior to the lease expiration date. Lessee shall remain liable for the cost of all damages, or ordinary wear and tear accepted, remaining unpaid after Lessor's application of the Security Deposit has been deleted. Lessee understands that the Security Deposit shall not be used for rent or other charges prior to terminating the occupancy.

5. **Use of Apartment and obligation to comply with Rules & Regulations:** The leased premises shall be occupied solely for residential purposes by Lessee and those of her persons heretofore named (2) and (name and relationship).

Self, ~~and~~ ~~any~~ ~~other~~ ~~persons~~ ~~named~~ ~~in~~ ~~the~~ ~~lease~~ ~~and~~ ~~Lessee's~~ ~~guests~~ ~~shall~~ ~~comply~~ ~~with~~ ~~the~~ ~~Rules~~ ~~and~~ ~~Regulations~~ ~~that~~ ~~are~~ ~~to~~ ~~be~~ ~~considered~~ ~~a~~ ~~part~~ ~~of~~ ~~this~~ ~~lease~~ ~~the~~ ~~Lessee~~ ~~agrees~~ ~~the~~ ~~Lessee~~ ~~members~~ ~~of~~ ~~the~~ ~~household~~ ~~and~~ ~~or~~ ~~guests~~ ~~must~~ ~~not~~ ~~engage~~ ~~in~~ ~~or~~ ~~permit~~ ~~any~~ ~~criminal~~ ~~activity~~ ~~including~~ ~~drug~~ ~~related~~ ~~criminal~~ ~~activity~~ ~~whether~~ ~~in~~ ~~the~~ ~~above~~ ~~stated~~ ~~address~~ ~~or~~ ~~elsewhere~~ ~~in~~ ~~or~~ ~~near~~ ~~the~~ ~~apartment~~ ~~community~~ ~~or~~ ~~any~~ ~~unlawful~~ ~~activity~~ ~~in~~ ~~the~~ ~~above~~ ~~stated~~ ~~address~~ ~~or~~ ~~near~~ ~~the~~ ~~apartment~~ ~~community~~ ~~the~~ ~~Lessee~~ ~~members~~ ~~of~~ ~~the~~ ~~household~~ ~~and~~ ~~or~~ ~~guests~~ ~~are~~ ~~arrested~~ ~~for~~ ~~any~~ ~~unlawful~~ ~~activity~~ ~~the~~ ~~lease~~ ~~will~~ ~~be~~ ~~terminated~~ ~~in~~ ~~its~~ ~~entirety~~.

If the leased premises shall be damaged by fire, the elements, unavoidable accident or other casualty without the fault or negligence by the lessee, but are not thereby rendered untenable in whole or in part, Lessor shall at his own expense cause such damage to be repaired and the rent shall not be abated; if by reason of such occurrence, the premises shall be rendered untenable only in part, Lessor shall at its own expense cause such damage to be repaired and the remaining rent shall abate until the leased premises have been restored and rendered tenable or Lessor may at its election, terminate this lease and the tenancy created by giving to Lessee within sixty (60) days following the date of such occurrence, written notice of Lessor's election to do so and in the event of such determination, rent shall be adjusted as of such date. There shall be no abatement of the rent in the event of damage to the premises is caused by Lessee, occupants of the leased premises, or their guests.

13. **Termination and return of Possession:**
Upon the termination of this lease or Lessee's right of possession, whether by lapse of time or otherwise, Lessee shall deliver immediate possession of the leased premises to Lessor and deliver all keys to the Lessor at the site management office or as Lessor otherwise directs, which action shall establish the date and time of vacation of the lease term.

14. **Assignment, Subletting and Reletting:**
Lessee shall not sublet the apartment/house (nor any part thereof) and shall not assign this Lease and shall not permit any transfer of Lessee's interest by operation of law, except with the Lessor's prior written permission. No action or failure to act of Lessor's except as herein provides shall operate as a waiver of Lessor's right to terminate this Lease and Lessee's right of possession nor operate to extend the term thereof.

15. **Notices:**
Notices, including those provided by statute, shall be in writing and shall be deemed to have been given when served by delivery in person or when mailed by United States mail regular prepaid.

16. **Utilities:**
Lessee agrees to maintain Gas and electric utility service for the leased premises.

17. **Key/Lock Replacement:**
If Lessee needs replacement of key, for any reason, the fee of \$15.00 per key is to be paid upon receiving of the key(s). If you wish for your locks to be changed from your unit (for what ever reason) the fee of \$15.00 per door is payable at the time the service is performed.

- 18. DO NOT DISCONNECT YOUR SMOKE DETECTOR.
- 19. ALL INTENTIONS TO VACATE UNIT MUST BE GIVEN TO OFFICE IN WRITING, 30 DAYS BEFORE TENANT VACATES THE UNIT. If Notice is not given 30 days prior to vacating unit, Tenant forfeits their Security Deposit.
- 20. If Tenant breaks this lease before the end of term date, for any reason whatsoever, Tenant will not receive Security Deposit Refund.
- 20. Landlord has 30 days from the date the Tenant turns keys into Office to refund Security Deposit or provide in writing to Tenant reason Security Deposit is not being refunded.

SIGNATURES:

[Redacted Signature]

Print Name:

Signature

[Handwritten Signature]
Date

Print Name:

Signature

[Handwritten Signature]
Kashiro, Inc / Cheryl Woodlin

Date

6-8-06
Date

[Handwritten Initials]

Disclosure of Information on Lead-based Paint

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead-based paint can cause serious health hazards if not managed properly. It can be especially harmful to young children and pregnant women. Before renting this property, the lessor has provided you with a copy of the pamphlet on lead-based paint hazards in the dwelling. It is also available from the U.S. Department of Housing and Urban Development, 400 ... pamphlet on lead poisoning prevention.

Lessor's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below)
 - (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain) _____
 - (ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the lessor (check (i) or (ii) below)
 - (i) Lessor has provided the lessee with all available records and reports regarding lead-based paint and/or lead-based paint hazards in the housing (see documents below) _____
 - (ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (Initial)

- (c) Lessee has received copies of all information listed above.
- (d) Lessee has received the pamphlet "Protect Your Family from Lead in Your Home."

Agent's Acknowledgement (Initial)

- (e) Agent has informed the lessor of the lessor's obligations under 2401(c) and 2402, and of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify to the truth or their knowledge that the information they have provided is true and accurate.

<input checked="" type="checkbox"/> Lessor	(Sign and PRINT name)	Date	<input checked="" type="checkbox"/> Lessor	(Sign and PRINT name)	Date
<input checked="" type="checkbox"/> Lessee	(Sign and PRINT name)	Date	<input checked="" type="checkbox"/> Agent	(Sign and PRINT name)	Date
<input checked="" type="checkbox"/> Agent	(Sign and PRINT name)	Date			

TSCA Lead-Based Paint Disclosure Rule Inspection Worksheet

INDIVIDUAL LEASE INFORMATION SUMMARY

Instructions: Inspector completes form for every lease copied and reviewed. Completed form is included in inspection report, Attachment E. Form may be completed manually or electronically. (Enter all dates as mm/dd/yyyy). This form may be printed and completed in pen, or it may be completed electronically, then printed. If form is completed electronically, print in color.

Inspector (last name) Leftwich Inspection Date: 01/28/2009

Target Housing Unit Information:

Name of Apartment Complex, if applicable: Chamberlain Apartments
 Street address: 5565 Chamberlain Avenue Unit number: 2W
 City: Saint Louis State: MO Zip: 63112 Year Built: 1925
 Type of Housing (check one): single family or single unit in multi-unit building
 Number of bedrooms (check one): 1 2 3 (If more than 3, specify number)

Tenant Information:

Name of Lessee(s): [REDACTED]
 Number of Tenants under the age of 18 (at the time the lease was signed): [REDACTED]
 Age (or approx. age) of each tenant under 18 (at the time the lease was signed): [REDACTED]
 Source of information on children's ages: landlord (verbal) lease application lease
 other (specify) _____
 Were any of the lessee(s) pregnant (at the time lease was signed)? YES NO Unknown (date)

Lease Information:

Type of Lease (check one): Initial or Renewal
 Is this a government assisted rental unit? (e.g., Section 8/ HUD) YES NO
 Lease term/ occupancy dates: From 06/01/2006 to Month-to-Month
 Date Lessee(s) Signed Lease* 06/08/2006
*If Lessee(s) signed lease but did not date their signature, then this date defaults to the date of the lease agreement. Many leases begin with language such as "This agreement is made on the 3rd day of Month in yyyy"

Disclosure Information:

Is there a signed Disclosure Form? YES NO
 If YES, provide the following information:
 Date Lessee(s) signed Disclosure Form: 01/24/2009
 Date Lessor signed Disclosure Form: No Date
 Date Agent signed Disclosure Form: No Agent

Was the pamphlet *Protect Your Family from Lead in Your Home* (June 2003) provided to lessee? YES NO
 If NO, check all that apply:
 Reduced in size
 Incomplete (e.g., one or more pages missing, illustrations removed)
 Illegible poor quality copy /readable
 Enlarged in size/not in pamphlet form
 Incorrect edition (current version is June 2003)
 Other (explain) _____

Additional Comments/Notes:

Mr. Bajwa said that Cheryl Woodfin, once an officer of Kashfi Inc, had moved some of the lease documents to another location, and the original of this disclosure form was not in the file; he decided to re-do disclosure.

ATTACHMENT E-5

Lease Contract

THIS LEASE made and entered into on 11/26/88 by and between
hereinafter referred to as "Lessor" whose address is
St. Louis, MO 63112 and _____
and severally responsible under this lease, hereinafter referred to as "Lessee" (the Tenants), who are jointly

1. Leased Premises:

In consideration of the rents, covenants and agreements hereinafter recited and contained on the part of Lessee to be observed and performed, the Lessor leases to the Lessee, and Lessee rents from Lessor, those certain improvements and premises (being hereinafter referred to as the "Leased Premises")

located at:

1164 Chamberlain #26 St. Louis, MO 63104
(Location of rental property)

Commencement and ending date of term:

The term of this Lease shall begin 11/26/88 and end on 10/30/89 both dates inclusive unless sooner terminated as hereinafter provided. After the initial lease term ends, the lease will continue for successive terms of one month each, unless terminated according to the conditions set forth in Section 1.7 of this Lease.

Rent, Charges for Late Payments, And Damages:

- Lessee agrees to pay Lessor at Lessor's office or at such other place designated by Lessor without prior demand therefore and without any deduction or set off whatsoever, the monthly rental amount of \$ _____ in monthly installments of _____ due on the first (1st) day of each month.
- All payments due under this Lease must be made by Money Order or Cash. Lessor's refusal to accept payment by means other than those stipulated within this Lease shall not constitute a waiver of any claims or defenses Lessor may have against Lessee.
- Lessee shall pay as additional rent any money required to be paid by Lessee under all other provisions of this lease.
- If Lessee's rent is not received by the close of the fifth day of any month, Lessee shall pay as additional rent a late charge in the amount of \$35.00 per month late fees until the rent is paid in full.
- Lessee agrees to pay, as additional rent, the cost, as described in this paragraph, of repairing all damages to the Leased Premises and the property where it is located, beyond ordinary wear and tear, and all damages that are caused by the negligent or willful conduct of Lessee or occupants of the Premises or their guests. The cost charged to Lessee will be Lessor's cost of the items replaced and/or materials used plus twenty five percent (25%) and Lessor's cost for labor. If a contractor other than Lessor makes the repairs, Lessee shall pay the full cost thereof. Additional rent based on cost of repair under this paragraph shall be paid within thirty days after Lessor makes written request for payment.

Lease Contract

Lessor's acceptance of rent from other than Lessee will not constitute a waiver of any rights, claims or actions Lessor may have against Lessee. Any acceptance of rent from other than Lessee will not relieve Lessee of his/her duties and obligations to Lessor, including, but not limited to, the payment of rent and liability for any damages to the premises.

Lessee fully understands that if rent payment is more than 20 days late, legal eviction will be filed.

4. Security Deposit:

Lessee has paid Lessor a security deposit in the amount of \$ [REDACTED]. Within thirty (30) days after termination of the tenancy and Lessee's giving up possession, Lessor shall return the full amount of the Security Deposit or withhold as may be necessary to (1) restore the premises, due to damages, (2) remedy a default in the payment of rent or additional rent due under this Lease, or (3) compensate the Lessor for damage sustained as a result of the Lessee's failure to give proper notice to terminate Lease or termination prior to the Lease expiration date. Lessee shall remain liable for the cost of all damages, ordinary wear and tear accepted, remaining unpaid after Lessor's application of the Security Deposit has been deleted. Lessee understands that the Security Deposit shall not be used for rent or other charges prior to terminating the occupancy. If Lessee breaks the Lease Contract before the term is up, they will not receive the Security Deposit back.

5. Use of Apartment and obligation to comply with Rules & Regulations:

The leased premises shall be occupied solely for residential purposes by Lessee and those other persons hereinafter named:

[REDACTED]
[REDACTED]

Lessee and all occupants of the leased premises and Lessee's guest(s) shall comply with the Rules and Regulations that are to be considered a part of this Lease. The Lessee agrees the Lessee, members of the household and/or guests must not engage in or permit any criminal activity, including drug-related criminal activity, whether in the above stated address or elsewhere on or near the apartment community or any unlawful activity in the above stated address or on or near the apartment community. If Lessee, members of the household and/or guest are arrested for any unlawful activity the Lease will be terminated in thirty (30) days.

6. Lessee's Inspection:

Lessee hereby declares that (he) Lessee has inspected the leased premises, the building and all related areas and grounds and that Lessee accepts the condition in which they are now.

7. Lessee to insure possessions:

Lessor is not responsible for carrying insurance on Lessee's personal possessions. Lessee must insure their own possessions, including any and all possessions including vehicles, bikes, etc.

8. Access By Lessor:

Lessee and Lessor agree that Lessor upon giving forty-eight (48) hour notice will enter the leased premises to inspect, make repairs, decorations, alterations or improvements, and supply necessary or agreed services. It is further agreed, in an emergency, the Lessor, without any notice, will enter the

Lease Contract

premises to perform what services that are needed in order to prevent damage to the premises or to neighboring premises (in emergency, fire, flood or other hazardous conditions)

9. **Lessee's Absence:**
Lessee shall notify Lessor of any anticipated extended absence from the premises in excess of five (5) days.

10. **Abandonment:**
If Lessor reasonably believes that Lessee has vacated the leased premises with no intention to return to reside therein, Lessor may deem the leased premises and any personal property remaining in the leased premises and Lessor will make all necessary repairs to the leased premises in accordance with the terms of this lease in order to release the herein mentioned property.

11. **Condemnation:**
If the whole or any substantial part of the leased premises is taken or condemned by any competent authority for any public use or purpose, the term of this lease shall, at the option of the Lessor, be terminated upon the date when possession of the part so taken shall be required for such taking. Lessor shall be entitled to receive the entire condemnation award or damages without apportionment with Lessee. Rent shall be adjusted as of the date of Lessee's vacating as the result of such condemnation.

12. **Damage or Destruction of Leased Premises:**
If the leased premises shall be damaged by fire, the elements, unavoidable accident or otherwise, without the fault or negligence by the Lessee, but are not thereby rendered untenable in whole or in part, Lessor shall at its own expense cause such damage to be repaired and the rent shall not be abated. If by reason of such occurrence, the premises shall be rendered untenable only in part, Lessor shall at its own expense cause such damage to be repaired and the rent meanwhile shall abate, until the leased premises have been restored and rendered tenable or Lessor may at its election terminate this lease and the tenancy created by giving to Lessee within sixty (60) days following the date of said occurrence, written notice of Lessor's election to do so and in the event of such termination, rent shall be adjusted as of such date. There shall be no abatement of the rent in the event that damage to the premises is caused by Lessor or occupants of the leased premises or their guests.

13. **Termination and Return of Possession:**
Upon the termination of this lease or Lessee's right of possession, whether by lapse of time or otherwise, Lessee shall deliver immediate possession of the leased premises to Lessor and deliver all keys to the Lessor at the site management office or as Lessor or his otherwise directs, with a return of all the data and time of vacating of the leased premises.

14. **Assignment, Subletting and Relinquish:**
Lessee shall not sublet the apartment/house (nor any part thereof) and shall not assign this lease and shall not permit any transfer of Lessee's interest by operation of law, except with the Lessor's prior written permission. No action or failure to act of Lessor, except as hereinafter provided, shall operate as a waiver of Lessor's right to terminate this lease and Lessor's right to possession nor operate to extend the term thereof.

15. **Notices:**

Lease Contract

Notices, including those provided by statute, shall be in writing and shall be deemed to have been given when served by delivery in person or when mailed by United States mail regular prepaid.

16. **Utilities:**
Lessee agrees to maintain utility service for the leased premises.
17. **Key/Lock Replacement**
If Lessee needs replacement of key, for any reason, the fee of \$20.00 per key is to be paid upon receiving of the key (s). If you wish for your locks to be changed on your unit (for what ever reason) the fee of \$35.00 per door, payable at the time the service is performed.
18. **DO NOT DISCONNECT YOUR SMOKE DETECTOR.**
19. **ALL INTENTIONS TO VACATE UNIT MUST BE GIVEN TO OFFICE IN WRITING, 30 DAYS BEFORE TENANT VACATES THE UNIT.**
20. **Absolutely no Pets are allowed unless you obtain written permission from the Landlord's office and have paid a separate Security Deposit for your pet. (\$400.00)**

SIGNATURES:

Lessee

11/26/08
Date

Lessee

Date


Cheryl Woodfin / Kashito, Inc.

11/26/08
Date

Disclosure of Information on Lead-Based Paint

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead-based paint can pose health hazards if not managed properly. Lead-based paint is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors and tenants should be aware of lead-based paint hazards in the dwelling. Lessor must also provide a pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below)

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below)

(i) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

(ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (Initial)

(c) Lessee has received copies of all information listed above.

(d) Lessee has received the pamphlet "Protect Your Family from Lead in Your Home".

Agent's Acknowledgement (Initial)

(e) Agent has informed the lessor of the lessor's obligations under 22 U.S.C. 1852 and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify to the best of their knowledge that the information they have provided is true and accurate.

Lessor: *[Signature]* Date: _____

Agent: *[Signature]* Date: _____

Lessee: *[Signature]* Date: _____

Lessee: *[Signature]* Date: _____

Agent: *[Signature]* Date: _____

TSCA Lead-Based Paint Disclosure Rule Inspection Worksheet

INDIVIDUAL LEASE INFORMATION SUMMARY

Instructions: Inspector completes form for every lease copied and reviewed. Completed form is included in inspection report, Attachment E. Form may be completed manually or electronically. (Enter all dates as mm/dd/yyyy). This form may be printed and completed in pen, or it may be completed electronically, then printed. If form is completed electronically, print in color.

Inspector (last name) Leftwich Inspection Date: 01/28/2009

Target Housing Unit Information:

Name of Apartment Complex, if applicable Chamberlain Apartments
 Street address: 5569 Chamberlain Avenue Unit number: 2E
 City: Saint Louis State: MO Zip: 63112 Year Built: 1925
 Type of Housing (check one): single family or single unit in multi-unit building
 Number of bedrooms (check one): 1 2 3 (if more than 3, specify number)

Tenant Information:

Name of Lessee(s): [Redacted]
 Number of Tenants under the age of 18 (at the time the lease was signed): [Redacted]
 Age (or approx. age) of each tenant under 18 (at the time the lease was signed): [Redacted]
 Source of information on children's ages: landlord (verbal) lease application lease
 other (specify) _____
 Were any of the lessee(s) pregnant (at the time lease was signed)? YES NO Unknown (date)

Lease Information:

Type of Lease (check one): Initial or Renewal
 Is this a government assisted rental unit? (e.g., Section 8/HUD) YES NO
 Lease term/ occupancy dates: From 11/26/2008 to 10/30/2009
 Date Lessee(s) Signed Lease* 11/26/2008
*If Lessee(s) signed lease but did not date their signature, then this date defaults to the date of the lease agreement. Many leases begin with language such as "This agreement is made on the 3rd day of Month in yyyy"

Disclosure Information:

Is there a signed Disclosure Form? YES NO
 If YES, provide the following information:
 Date Lessee(s) signed Disclosure Form: No Date
 Date Lessor signed Disclosure Form: No Date
 Date Agent signed Disclosure Form: No Agent
 Was the pamphlet *Protect Your Family from Lead in Your Home* (June 2003) provided to lessee? YES NO

If NO, check all that apply:
 Reduced in size
 Incomplete (e.g., one or more pages missing, illustrations removed)
 Illegible poor quality copy/readable
 Enlarged in size/not in pamphlet form
 Incorrect edition (current version is June 2003)
 Other (explain) _____

Additional Comments/Notes:

[Blank area for additional comments]

ATTACHMENT E-6

Lease Contract

THIS LEASE made and entered into this 6/18/2007, by and between Kashflo, Inc., hereinafter referred to as "Lessor" whose address is P.O. Box 29007, St. Louis, MO 63112 and [REDACTED] (the "Lessee"), who are jointly and severally responsible under this Lease, hereinafter referred to as "Lessee".

1. Leased Premises:

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Lessee to be observed and performed, the Lessor leases to the Lessee, and Lessee rents from Lessor, those certain improvements and premises (being hereinafter referred to as the "Leased Premises")

located at:

5569 - 2 W Chamberlain - 63112
(Location of rental property)

2. Commencement and ending date of term:

The term of this Lease shall begin July 1 - 07 and end on June 30 - 08 both dates. Inclusive unless sooner terminated as hereinafter provided. After the initial lease term ends, the Lease will continue for successive terms of one month each unless terminated according to the conditions set forth in Section 17 of this Lease.

3. Rent, Charges for Late Payments, And Damages:

a. Lessee agrees to pay Lessor at Lessor office or at such other place designated by Lessor without prior demand therefore and without any deduction or set-off whatsoever, the annual rental amount of [REDACTED] in monthly installments of [REDACTED] on the first (1st) day of each month.

b. All payments due under this Lease must be made by Money Order or Cash. Lessor's refusal to accept payment by means other than those stipulated within this Lease shall not constitute a waiver of any claims or actions Lessor may have against Lessee.

c. Lessee shall pay as additional rent any money required to be paid by Lessee under all other provisions of this lease.

d. If Lessee's rent is not received by the close of the fifth day of any month, Lessee shall pay as additional rent a late charge to the amount of \$35.00 per month late fees, until the rent is paid in full.

e. Lessee agrees to pay, as additional rent, the cost, as described in this paragraph, of repairing all damages to the Leased Premises and the property where it is located, beyond ordinary wear and tear, and all damages that are caused by the negligent or willful conduct of Lessee or occupants of the Premises or their guests. The cost charged to Lessee will be Lessor's cost of the items replaced and/or materials used plus twenty-five percent (25%) and Lessor's cost for labor. If a contractor other than Lessor makes the repairs, Lessee shall pay the full cost thereof. Additional rent based on cost of repairs under this paragraph is due with thirty (30) days after Lessor makes a written request for payment. Lessor's acceptance of rent from other than Lessee will not constitute a waiver of any claims, suits or actions Lessor may have against Lessee. Any acceptance of rent from other than Lessee shall not constitute a waiver of any claims, suits or actions Lessor may have against Lessee.

Lease Contract

... hereinafter referred to as (the

Lease Contract

Lessee will not relieve Lessor of his/her duties and obligations to Lessor, including but not limited to the payment of rent and liability for any damages to the premises.

B. Lessee fully understands that if rent payment is more than 20 days late, court action will be filed.

4. Security Deposit:

Lessee has paid Lessor a security deposit in the amount of \$ [redacted]. Within thirty (30) days after termination of the tenancy and Lessee's giving up possession, Lessor shall return the full amount of the Security Deposit or withhold as may be necessary to (1) restore the premises, due to damages (2) remedy a default in the payment of rent or additional rent due under this Lease, or (3) compensate the Lessor for damage sustained as a result of the Lessee's failure to give proper notice to terminate lease or termination prior to the Lease expiration date. Lessee shall remain liable for the cost of all damages, ordinary wear and tear accepted, remaining unpaid after Lessor's application of the Security Deposit has been deleted. Lessee understands that the Security Deposit shall not be used for rent or other charges prior to terminating the occupancy. If Lessor breaks the Lease Contract before the term is up, they will not receive the Security Deposit back.

5. Use of Apartment and obligation to comply with Rules & Regulations:

The leased premises shall be occupied solely for residential purposes by Lessee and those other persons hereinafter named:

[redacted names]

Lessee and all occupants of the leased premises and Lessee's guest(s) shall comply with the Rules and Regulations that are to be considered a part of this Lease. The Lessee agrees the Lessee, members of the household and/or guests must not engage in or permit any criminal activity, including drug related or illegal activity, whether in the above stated address or elsewhere on or near the apartment community or any unlawful activity in the above stated address or on or near the apartment community. If Lessee, members of the household and/or guest are arrested for any unlawful activity the Lease will be terminated in thirty (30) days.

6. Lessee's Inspection

Lessee hereby declares that the Lessee has inspected the leased Premises, the building and all related areas and grounds and that Lessee accepts the condition in which they are now.

7. Lessee to Insure possessions

Lessor is not responsible for carrying insurance on Lessee's personal possessions. Lessee must insure their own possessions, including any and all possessions including vehicles, bikes, etc.

8. Access By Lessor

Lessee and Lessor agree that Lessor, upon giving forty-eight (48) hour notice will enter the leased premises to inspect, make repairs, alterations or improvements, and supply necessary or agreed services. If such the agreed, than under any, the Lessor, will entry to the, will enter the premises to perform what services that are needed in order to prevent damage to the premises or to neighboring units, (Emergency, fire, flood or other hazardous conditions)

Lease Contract

9. **Lessee's Absence:**
Lessee shall notify Lessor of any anticipated extended absence from the premises in excess of five (5) days.
10. **Abandonment:**
If Lessor reasonably believes that Lessee has vacated the leased premises with no intention to return to reside therein, Lessor may abandon the leased premises and any personal property remaining on the leased premises and Lessor will make all necessary repairs to the leased premises in accordance with the terms of this lease in order to release the hereinafter mentioned property.
11. **Condemnation:**
If the whole or any substantial part of the leased premises is taken or condemned by any competent authority for any public use or purpose, the term of this lease shall, at the option of the Lessor, be terminated upon the date when possession of the premises taken shall be required for such taking. Lessor shall be obliged to receive the entire condemnation award or damages without apportionment with Lessee. Rent shall be adjusted as of the date of Lessee's vacating as the result of such condemnation.
12. **Damage or Destruction of leased premises:**
If the leased premises shall be damaged by fire, the elements, unavoidable accident or other casualty without the fault or negligence by the Lessee, but are not thereby rendered untenable in whole or in part, Lessor shall at its own expense cause such damage to be repaired and the rent shall not be abated. If by reason of such occurrence, the premises shall be rendered untenable only in part, Lessor shall in its own expense be rendered totally untenable by reason of such occurrence, the Lessor shall in its own expense cause such damage to be repaired, and the rent meanwhile shall abate, and if the leased premises have been restored and rendered tenable, Lessor may at its election terminate this lease and the tenancy created by giving to Lessee within sixty (60) days following the date of said occurrence, written notice of Lessor's election to do so and in the event of such termination rent shall be adjusted as of the date of termination. There shall be no abatement of the rent in the event that damage to the premises is caused by Lessee, occupants of the leased premises, or their guests.
13. **Termination and return of possession:**
Upon the termination of this lease or Lessee's right of possession, whether by lapse of time or otherwise, Lessee shall deliver immediate possession of the leased premises to Lessor and deliver all keys to the Lessor at the site management office or as Lessor otherwise directs, which action shall be binding on the date and time of vacating of the lease term.
14. **Assignment, Subletting and Relinquish:**
Lessee shall not sublet the apartment/office (nor any part thereof) and shall not assign this lease and shall not permit any transfer of Lessee's interest by operation of law, except with the Lessor's prior written permission. No action or failure to act of Lessor's except as hereinafter provided shall constitute a waiver of Lessor's right to terminate this lease and Lessee's right of possession nor operation of law and the term thereof.
15. **Notices:**
Notices, including those provided by statute, shall be in writing and shall be deemed to have been given when received by delivery in person or when mailed by United States mail registered prepaid.
16. **Utilities:**

Lease Contract

Lessee agrees to maintain utility service for the leased premises.

Key/Lock Replacement

If Lessee needs replacement of key, for any reason, the fee of \$20.00 per key is to be paid upon receiving of the key(s). If you wish for your locks to be changed on your unit (for whatever reason) the fee of \$35.00 per door, payable at the time the service is performed.

- 18. DO NOT DISCONNECT YOUR SMOKE DETECTOR.
- 19. ALL INTENTIONS TO VACATE UNIT MUST BE GIVEN TO OFFICE IN WRITING, 30 DAYS BEFORE TENANT VACATES THE UNIT.
- 20. Absolutely no Pets are allowed unless you obtain written permission from the Landlord's office and have paid a separate Security Deposit for your pet.

SIGNATURES



Lessee

7-1-07
Date



KashDe, Inc. Representative

July 1-07
Date

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (I) or (II) below)
 (I) known lead-based paint and/or lead-based paint hazards are present in the housing (explain)

(II) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (I) or (II) below)

(I) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. (List documents below)

(II) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (Initial)

(c) Lessee has received copies of all information listed above.
 X (d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgement (Initial)

(a) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4862d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify to the best of their knowledge that the information they have provided is true and accurate.

X	Lessor	<u> </u>	(Sign and PRINT name)	Date
	Lessee	<u> </u>	(Sign and PRINT name)	Date
X	Agent	<u> </u>	(Sign and PRINT name)	Date

TSCA Lead-Based Paint Disclosure Rule Inspection Worksheet

INDIVIDUAL LEASE INFORMATION SUMMARY

Instructions: Inspector completes form for every lease copied and reviewed. Completed form is included in inspection report, Attachment E. Form may be completed manually or electronically. (Enter all dates as mm/dd/yyyy). This form may be printed and completed in pen, or it may be completed electronically, then printed. If form is completed electronically, print in color.

Inspector (last name) Leftwich Inspection Date: 01/28/2009

Target Housing Unit Information:

Name of Apartment Complex, if applicable Chamberlain Apartments
 Street address: 5569 Chamberlain Avenue Unit number: 2W
 City: Saint Louis State: MO Zip: 63112 Year Built: 1925
 Type of Housing (check one): single family or single unit in multi-unit building
 Number of bedrooms (check one): 1 2 3 (if more than 3, specify number)

Tenant Information:

Name of Lessee(s): [REDACTED]
 Number of Tenants under the age of 18 (at the time the lease was signed): 0
 Age (or approx. age) of each tenant under 18 (at the time the lease was signed): N/A
 Source of information on children's ages: landlord (verbal) lease application other (specify) lease
 Were any of the lessee(s) pregnant (at the time lease was signed)? YES NO Unknown (default)

Lease Information:

Type of Lease (check one): Initial or Renewal
 Is this a government assisted rental unit? (e.g., Section 8/HUD) YES NO
 Lease term/ occupancy dates: From 07/01/2007 to 06/30/2008
 Date Lessee(s) Signed Lease* 07/01/2007
*If Lessee(s) signed lease but did not date their signature, then this date defaults to the date of the lease agreement. Many leases begin with language such as "This agreement is made on the 3rd day of Month in yyyy"
 Now Month-to-Month

Disclosure Information:

Is there a signed Disclosure Form? YES NO
 If YES, provide the following information:
 Date Lessee(s) signed Disclosure Form: No Date
 Date Lessor signed Disclosure Form: No Date
 Date Agent signed Disclosure Form: No Agent
 Was the pamphlet *Protect Your Family from Lead in Your Home* (June 2003) provided to lessee? YES NO
 If NO, check all that apply:
 Reduced in size
 Incomplete (e.g., one or more pages missing, illustrations removed)
 Illegible poor quality copy/ readable
 Enlarged in size/not in pamphlet form
 Incorrect edition (current version is June 2003)
 Other (explain)

Additional Comments/Notes:
 This lease was executed by Ms. Woodfin; Mr. Bajwa said he did not know if there was another disclosure form.

ATTACHMENT E-7

Lease Contract

THIS LEASE made and entered into on 12/1/08 by and between K. A. [redacted] hereinafter referred to as "Lessor" whose address is 1234 [redacted] St. Louis, MO 63112 and [redacted] (the tenants), who are jointly and severally responsible under this lease, hereinafter referred to as "Lessee".

1. Leased Premises:

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Lessee to be observed and performed, the Lessor leases to the Lessee, and Lessee rents from Lessor, those certain improvements and promises (being hereinafter referred to as the "Leased Premises")

located at:

1171 Chamberlain Hill, St. Louis, MO 63114
(Location of rental property)

2. Commencement and ending date of term:
The term of this Lease shall begin 12/1/08 and end on 12/31/09. Both dates inclusive unless sooner terminated as hereinafter provided. After the initial lease term ends, the Lease will continue for successive terms of one month each unless terminated according to the conditions set forth in Section 17 of this Lease.

3. Rent, Charges for Late Payments, And Damages:

- a. Lessee agrees to pay Lessor at Lessor office or at such other place designated by Lessor without prior demand herefore and without any deduction or set-off whatsoever, the annual rental amount of \$ [redacted] in monthly installments of \$ [redacted] due on the first (1st) day of each month.
- b. All payments due under this Lease must be made by Money Order or Cash. Lessor refuses to accept payment by means other than those stipulated within this Lease shall not constitute a waiver of any claims or actions Lessor may have against Lessee.
- c. Lessee shall pay as additional rent any money required to be paid by Lessee under all other provisions of this lease.
- d. If Lessee's rent is not received by the close of the fifth day of any month, Lessor shall pay an additional rent a late charge in the amount of \$35.00 per month late fees until the rent is paid in full.
- e. Lessee agrees to pay, as additional rent, the cost, as described in this paragraph, of repairing all damages to the leased premises and the property where it is located, beyond ordinary wear and tear, and all damages that are caused by the negligence or willful conduct of Lessee or occupants of the premises or their guests. The cost of such repairs shall be lessor's cost for labor. If a contractor other than lessor makes the repairs, Lessee shall pay the full cost thereof. Additional rent based on cost of repairs under this paragraph shall be payable 15 days after lessor makes written request for payment.

Lease Contract

1. Lessor's nonacceptance of rent from other than Lessee will not constitute a waiver of any rights, claims or actions Lessor may have against Lessee. Any acceptance of rent from other than Lessee will not relieve Lessee of his/her duties and obligations to Lessor. Lessor's liability is not limited to the payment of rent and liability for any damages to the premises.

2. Lessee fully understands that if rent payment is more than 20 days late, legal eviction will be filed.

4. **Security Deposit:** Lessee has paid Lessor a security deposit in the amount of \$ [redacted] within thirty (30) days after termination of the tenancy and Lessee's giving up possession. Lessor shall return the full amount of the Security Deposit or withhold as may be necessary to (1) restore the premises, due to damages; (2) remedy a default in the payment of rent or additional rent due under this lease; or (3) compensate Lessor for damage sustained as a result of the Lessee's failure to give proper notice to terminate lease or termination prior to the lease expiration date. Lessee shall remain liable for the cost of all damages, ordinary wear and tear excepted, remaining unpaid after Lessor's application of the Security Deposit has been deleted. Lessee understands that the Security Deposit shall not be used for rent or other charges prior to termination of occupancy. If Lessee breaks the Lease Contract before the term is up, they will not receive the Security Deposit back.

5. **Use of Apartment and obligation to comply with Rules & Regulations:** The leased premises shall be occupied solely for residential purposes by Lessee and those other persons hereinafter named.

Lessee and all occupants of the leased premises and Lessee's guests shall comply with the Rules and Regulations that are to be considered a part of this lease. The Lessee agrees that Lessee, members of the household and/or guests must not engage in or permit any unlawful activity, including drug related or criminal activity, whether in the above stated address or elsewhere on or near the apartment community or any unlawful activity in the above stated address or on or near the apartment community. All Lessee, members of the household and/or guests are created for any unlawful activity the Lessee will be terminated in thirty (30) days.

6. **Lessor's Inspection:** Lessee hereby declares that the Lessee has inspected the leased premises, the building and all related areas and grounds and that Lessee accepts the condition in which they are now.

7. **Lessee to maintain possessions:** Lessee is not responsible for carrying insurance on Lessee's personal possessions. Lessee must insure their own possessions, including any and all possessions including vehicles, bikes, etc.

8. **Access by Lessor:** Lessee and Lessor agree that Lessor, upon giving forty-eight (48) hour notice will enter the leased premises to inspect, make repairs, decorations, alterations or improvements and supply necessary or agreed services. In the furtherance of an emergency, the Lessor, without any notice, will enter the

Lease Contract

- 9. **Lessor's Absence:**
Lessee shall notify Lessor of any anticipated extended absence from the premises in excess of five (5) days.
- 10. **Abandonment:**
If Lessor reasonably believes that Lessee has vacated the leased premises with no intention again to reside therein, Lessor may deem the Leased premises and any personal property remaining in the leased premises and Lessor will make all necessary repairs to the Leased premises in accordance with the terms of this Lease in order to release the herein mentioned property.
- 11. **Condemnation:**
If the whole or any substantial part of the Leased premises is taken or condemned by any competent authority for any public use or purpose, the term of this lease shall, at the option of the Lessor, be terminated upon the date when possession of the part so taken shall be required for such taking. Lessor shall be entitled to receive the entire condemnation award or damages without apportionment with Lessee. Rent shall be adjusted as of the date of Lessee's vacating as the result of such condemnation.
- 12. **Damage or Destruction of leased premises:**
If the leased premises shall be damaged by fire, the elements, unavoidable accident or other casualty without the fault or negligence by the Lessee, but are not thereby rendered untenable in whole or in part, Lessor shall at its own expense cause such damage to be repaired and the rent shall not be abated. If by reason of such occurrence, the premises shall be rendered untenable only in part, Lessor shall at its own expense cause such damage to be repaired, and the rent meanwhile shall abate, until the leased premises have been restored and rendered tenable or Lessor may, at its election, terminate this lease and the tenant, or renter, by giving to Lessee within sixty (60) days following the date of said occurrence, written notice of Lessor's election to do so and in the event of such termination, rent shall be adjusted as of such date. There shall be no abatement of the rent in the event that damage to the premises is caused by Lessee, occupants of the leased premises, or their guests.
- 13. **Termination and return of Possession:**
Upon the termination of this lease or Lessee's right of possession, whether by lapse of time or otherwise, Lessee shall deliver immediate possession of the leased premises to Lessor and deliver all keys to the Lessor at the site management office of the Lessor or otherwise directs, which action shall establish the date and time of vacating of the lease term.
- 14. **Assignment, Subletting and Relinquishing:**
Lessee shall not sublet the apartment/house (nor any part thereof) and shall not assign this Lease and shall not permit any transfer of Lessee's interest by operation of law, except with the Lessor's prior written permission. No action or failure to act of Lessor's except as here provided, shall operate as a waiver of Lessor's right to terminate this Lease and Lessee's right of possession nor operate to extend the term thereof.
- 15. **Notices:**
Notices, including those provided by statute, shall be in writing and shall be deemed to have been given when received by delivery in person or by mail by United States mail regular prepaid.

Lease Contract

Notices, including those provided by statute, shall be in writing and shall be deemed to have been given when served by delivery in person or by mail by United States mail regular prepaid.

16. **Utilities:**

Lessee agrees to maintain utility service for the leased premises.

17. **Key/Lock/Rephookout**

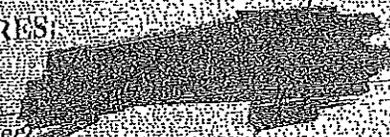
If Lessee needs replacement of key, for any reason, the fee of \$20.00 per key is to be paid upon receiving of the key(s). If you wish for your locks to be changed on your unit (for whatever reason) the fee of \$35.00 per door, payable at the time the service is performed.

18. **DO NOT DISCONNECT YOUR SMOKE DETECTOR**

19. **ALL INTENTIONS TO VACATE UNIT MUST BE GIVEN TO OFFICE IN WRITING, 30 DAYS BEFORE TENANT VACATES THE UNIT.**

20. **Absolutely no Pets are allowed unless you obtain written permission from the Landlord's office and have paid a separate Security Deposit for your pet. (\$400.00)**

SIGNATURES:

Lessee: 

Date: 12/1/08

Lessee: _____

Date: _____


Cheryl Woodfin / Kashflo, Inc.

Date: 12/1/08

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below)

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(ii) X Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

(ii) X Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (Initial)

(c) Lessee has received copies of all information listed above.

(d) X Lessee has received the pamphlet "Protect Your Family from Lead in Your Home."

Agent's Acknowledgement (Initial)

(e) Agent has informed the lessor of the lessor's obligations under 42 USC 4852 and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u> X </u> Lessor	<u> D. S. M... </u> (Sign and PRINT name)	<u> 12/15/08 </u> Date	Lessor	(Sign and PRINT name)	Date
<u> X </u> Lessee	<u> D. S. M... </u> (Sign and PRINT name)	<u> 12/15/08 </u> Date	Lessee	(Sign and PRINT name)	Date
Agent	<u> D. S. M... </u> (Sign and PRINT name)	<u> 12/15/08 </u> Date	Agent	(Sign and PRINT name)	Date

TSGA Lead-Based Paint Disclosure Rule Inspection Worksheet

INDIVIDUAL LEASE INFORMATION SUMMARY

Instructions: Inspector completes form for every lease copied and reviewed. Completed form is included in inspection report, Attachment E. Form may be completed manually or electronically. (Enter all dates as mm/dd/yyyy). This form may be printed and completed in pen, or it may be completed electronically, then printed. If form is completed electronically, print in color.

Inspector (last name) Leftwich Inspection Date: 01/28/2009

Target Housing Unit Information:
 Name of Apartment Complex, if applicable: Chamberlain Apartments
 Street address: 5571 Chamberlain Avenue Unit number: 1N
 City: Saint Louis State: MO Zip: 63112 Year Built: 1925
 Type of Housing (check one): single family or single unit in multi-unit building
 Number of bedrooms (check one): 1 2 3 (if more than 3, specify number)

Tenant Information:
 Name of Lessee(s): [Redacted]
 Number of Tenants under the age of 18 (at the time the lease was signed): 0
 Age (or approx. age) of each tenant under 18 (at the time the lease was signed): N/A
 Source of information on children's ages: landlord (verbal) lease application lease
 other (specify) YES NO Unknown (default)
 Were any of the lessee(s) pregnant (at the time lease was signed)?

Lease Information:
 Type of Lease (check one): Initial or Renewal
 YES NO
 Is this a government assisted rental unit? (e.g., Section 8/HUD) YES NO
 Lease term/ occupancy dates: From 12/01/2008 to 12/31/2009
 Date Lessee(s) Signed Lease*: 12/01/2008
*If Lessee(s) signed lease but did not date their signature, then this date defaults to the date of the lease agreement. Many leases begin with language such as "This agreement is made on the 3rd day of Month in yyyy"

Disclosure Information:
 Is there a signed Disclosure Form? YES NO
 If YES, provide the following information:
 Date Lessee(s) signed Disclosure Form: 12/01/2008
 Date Lessor signed Disclosure Form: 12/01/2008
 Date Agent signed Disclosure Form: No Agent

Was the pamphlet *Protect Your Family from Lead in Your Home* (June 2003) provided to lessee? YES NO
 If NO, check all that apply:
 Reduced in size
 Incomplete (e.g., one or more pages missing, illustrations removed)
 Illegible poor quality copy/readable
 Enlarged in size/not in pamphlet form
 Incorrect edition (current version is June 2003)
 Other (explain)

Additional Comments/Notes:

ATTACHMENT E-8

Lease Contract

THIS LEASE made and entered into on 11/11/09 by and between ASHLEY hereinafter referred to as "Lessor" whose address is St. Louis, MO 63112 and [Name] (the Lessee), whom grant and severally responsible under this lease, hereinafter referred to as "Lessee"

1. **Leased Premises**
In consideration of the rent, covenants and agreements hereinafter set forth and contained in the part of this Lease to be observed and performed, the Lessor leases to the Lessee and the Lessee agrees to accept those premises, improvements and promises (being hereinafter referred to as the "Leased Premises")

ASHLEY
(Location of rental property)

2. **Commencement and ending date of term**
The term of this Lease shall begin 11/11/09 and end on 12/31/09 and this Lease shall continue for successive terms of one month each unless terminated according to the conditions set forth in Section 17 of this Lease.

3. **Rent, Charges for Late Payments, And Damages:**
a. Lessee agrees to pay Lessor all Lessor of the or at such other place designated by Lessor without prior demand hereof and will not any deduction or set-off whatsoever the annual rental amount of \$ [Amount] in monthly installments of \$ [Amount] due on the 15th day of each month.
b. All payments due under this Lease must be made by Money Order or Cash. Lessor will not accept payment by means other than those stipulated within this Lease shall not constitute a waiver of any claims or actions Lessor may have against Lessee.
c. Lessee shall pay as additional rent any money required to be paid by Lessee under all other provisions of this Lease.
d. If Lessee's rent is not received by the 5th day of the 15th day of any month, Lessee shall pay an additional rent a late charge in the amount of \$35.00 per month late fee, and the rent shall be in full.
e. Lessee agrees to pay as additional rent the cost as described in this paragraph of repairing all damages to the Leased Premises and the property where all is located beyond ordinary wear and tear, and all damages that are caused by the negligent or willful conduct of Lessee or occupants of the premises or their guests. The most charged for Lessee will be the cost of labor, If a contractor or other third person makes the repairs, Lessee shall pay the full cost thereof. Additional rent based on cost of repairs under this paragraph shall be due within 10 days after Lessor makes written request for payment.

Lease Contract

Lessor's acceptance of rent from other than Lessee will not constitute a waiver of any rights, claims or actions Lessor may have against Lessee. Any acceptance of rent from other than Lessee will not relieve Lessee of his/her duties and obligations to Lessor, including, but not limited to, the payment of rent and liability for any damages to the premises.

Lessee fully understands that if rent payment is more than 20 days late a legal action will be filed.

4. Security Deposit:

Lessee has paid Lessor a security deposit in the amount of \$ [redacted]. Within thirty (30) days after termination of the tenancy and Lessee's giving up possession, Lessor shall return the full amount of the Security Deposit or withhold as may be necessary to: (1) restore the premises; due to damages; (2) remedy a default in the payment of rent or additional rent due under this Lease, or (3) compensate the Lessor for damage sustained as a result of the Lessee's failure to give proper notice to terminate Lease or termination prior to the Lease expiration date. Lessee shall remain liable for the cost of all damages, ordinary wear and tear accepted, remaining unpaid after Lessor's application of the Security Deposit has been totaled. Lessee understands that the Security Deposit shall not be used for rent or other charges prior to terminating the occupancy. If Lessee breaks the Lease Contract before the term is up, they will not receive the Security Deposit back.

5. Use of Apartment and obligation to comply with Rules & Regulations:

The leased premises shall be occupied solely for residential purposes by Lessee and those other persons hereinafter named:

* [redacted]

* [redacted]

Lessee and all occupants of the leased premises and Lessee's guest(s) shall comply with the Rules and Regulations that are to be considered a part of this Lease. The Lessee agrees the Lessee, members of the household and/or guests must not engage in or permit any criminal activity, including drug related or illegal activity, whether in the above stated address or elsewhere on or near the apartment community or any unlawful activity in the above stated address or on or near the apartment community. If Lessee, members of the household and/or guest are arrested for any unlawful activity, the Lease will be terminated in thirty (30) days.

6. Lessee's Inspection:

Lessee hereby declares that the Lessee has inspected the leased premises, the building and all related areas and grounds and that Lessee accepts the condition in which they are now.

7. Lessee to insure possessions:

Lessor is not responsible for entering insurance on Lessee's personal possessions. Lessee must insure their own possessions, including any and all possessions including vehicles, bikes, etc.

8. Access By Lessor:

Lessee and Lessor agree that Lessor, upon giving forty-eight (48) hours notice will enter the Leased premises to inspect, make repairs, decorations, alterations or improvements, and supply necessary or agreed services. If Lessor, in an emergency, the Lessor, without any notice, will enter the

Lease Contract

premises to perform what services that are needed in order to prevent damage to the premises, or to neighboring premises, (Emergency, fire, flood or other hazardous conditions)

9. Lessee's Absence

Lessee shall notify Lessor of any anticipated or extended absence from the premises in excess of five (5) days.

10. Abandonment

If Lessor reasonably believes that Lessee has vacated the leased premises with no intention to return to reside therein, Lessor may deem the Leased premises and any personal property remaining in the leased premises and Lessor will make all necessary repairs to the Leased premises in accordance with the terms of this Lease in order to release the herein mentioned property.

11. Condemnation

If the whole or any substantial part of the Leased premises is taken or condemned by any competent authority for any public use or purpose, the term of this lease shall at the option of the Lessor be terminated upon the date when possession of the part so taken shall be required for such taking. Lessor shall be entitled to receive the entire condemnation award or damages without apportionment with Lessee. Rent shall be adjusted as of the date of Lessee's vacating as the result of such condemnation.

12. Damage or Destruction of leased premises

If the leased premises shall be damaged by fire, the elements, unavoidable accident or other casualty without the fault or negligence by the Lessee, but are not thereby rendered untenable in whole or in part, Lessor shall at its own expense cause such damage to be repaired and the rent shall not be abated. If by reason of such occurrence, the premises shall be rendered untenable only in part, Lessor shall at its own expense cause such damage to be repaired, and the rent meanwhile shall abate, until the leased premises have been restored and rendered tenable or Lessor may at its election, terminate this lease and the tenancy created by giving to Lessee within sixty (60) days following the date of said occurrence, written notice of Lessor's election to do so and in the event of such termination rent shall be adjusted as of such date. There shall be no abatement of the rent in the event that damage to the premises is caused by Lessee, occupants of the leased premises, or their guests.

13. Termination and return of Possession

Upon the termination of this lease or Lessee's right of possession, whether by lapse of time or otherwise, Lessee shall deliver immediate possession of the leased premises to Lessor and deliver all keys to the Lessor at the site management office or its Lessor, otherwise directed, who election shall establish the date and time of vacating of the lease term.

14. Assignment, Subletting and Retaking

Lessee shall not sublet the apartment/house (nor any part thereof) and shall not assign this lease and shall not permit any transfer of Lessee's interest by operation of law, except with the Lessor's prior written permission. No action or failure to act of Lessor's except as hereinafter provided shall constitute a waiver of Lessor's right to terminate this lease and Lessor shall have the right to possession or operate to extend the term thereof.

15. Fifteen

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessors must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (I) or (II) below).
(I) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(II) X Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (I) or (II) below):

(I) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

(II) X Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (Initial)

(c) Lessee has received copies of all information listed above.

 X (d) X Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgement (Initial)

(e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

 X Lessor (Sign and PRINT name) 1/20/01 Date
 X Lessee (Sign and PRINT name) Date
Agent (Sign and PRINT name) Date

Lessor (Sign and PRINT name) Date
Lessee (Sign and PRINT name) Date
Agent (Sign and PRINT name) Date

TSCA Lead-Based Paint Disclosure Rule Inspection Worksheet

INDIVIDUAL LEASE INFORMATION SUMMARY

Instructions: Inspector completes form for every lease copied and reviewed. Completed form is included in inspection report, Attachment E. Form may be completed manually or electronically. (Enter all dates as mm/dd/yyyy). This form may be printed and completed in pen, or it may be completed electronically, then printed. If form is completed electronically, print in color.

Inspector (last name) | Loffwlech | Inspection Date: | 01/28/2009

Target Housing Unit Information:

Name of Apartment Complex, if applicable | Chamberlain Apartments | Unit number: | 3N
 Street address: | 5571 Chamberlain Avenue | Year Built: | 1925
 City: | Saint Louis | State: | MO | Zip: | 63112 | single unit in multi-unit building
 Type of Housing (check one): | single family or single unit in multi-unit building
 Number of bedrooms (check one): | 1 | 2 | 3 | (if more than 3, specify number)

Tenant Information:

Name of Lessee(s): | [Redacted]
 Number of Tenants under the age of 18 (at the time the lease was signed): | [Redacted]
 Age (or approx. age) of each tenant under 18 (at the time the lease was signed): | [Redacted]
 Source of information on children's ages: | landlord (verbal) | lease application | lease
 | other (specify) |
 Were any of the lessee(s) pregnant (at the time lease was signed)? | YES | NO | Unknown (default)

Lease Information:

Type of Lease (check one): | Initial | or | Renewal
 Is this a government assisted rental unit? (e.g., Section 8/HUD) | YES | NO
 Lease term/ occupancy dates: | From | 01/01/2009 | to | 12/31/2009
 Date Lessee(s) Signed Lease* | 01/02/09
*If Lessee(s) signed lease but did not date their signature, then this date defaults to the date of the lease agreement. Many leases begin with language such as "This agreement is made on the 3rd day of Month in yyyy".

Disclosure Information:

Is there a signed Disclosure Form? | YES | NO
 If YES, provide the following information:
 Date Lessee(s) signed Disclosure Form: | 01/02/09
 Date Lessor signed Disclosure Form: | No Signature
 Date Agent signed Disclosure Form: | No Agent

Was the pamphlet *Protect Your Family from Lead in Your Home* (June 2003) provided to lessee? | YES | NO
 If NO, check all that apply:
 Reduced in size
 Incomplete (e.g., one or more pages missing, illustrations removed)
 Illegible poor quality copy/readable
 Enlarged in size/not in pamphlet form
 Incorrect edition (current version is June 2003)
 Other (explain)

Additional Comments/Notes:

Mr. Bajwa did not know why he had failed to sign the Disclosure Form.

ATTACHMENT E-9

Lease Contract

THIS LEASE made and entered into this 7/3/07, by and between Knishko, Inc., hereinafter referred to as "Lessor" whose address is P.O. Box 29007, St. Louis, MO 63112 and

(the Tenant), who are jointly and severally responsible under this Lease hereinafter referred to as "Lessee"

Leased Premises

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Lessee to be observed and performed, the Lessor leases to the Lessee, and Lessee rents from Lessor, those certain improvements and premises (being hereinafter referred to as the "Leased Premises")

located at:

5571 - 35 Chamberlain - 63112
(Location of rental property)

Commencement and ending date of term

The term of this Lease shall begin March 1, 2007 and end on Feb. 29, 2008; both dates inclusive unless sooner terminated as hereinafter provided. After the initial lease term ends, the Lease will continue on successive terms of one month each unless terminated according to the conditions set forth in Section 17 of this Lease.

3. Rent, Charges for Late Payments, And Damages:

- Lessee agrees to pay Lessor at Lessor office or at such other place designated by Lessor without prior demand therefore and without any deduction or set off whatsoever, the annual rental amount of \$_____ in monthly installments of _____ due on the first (1st) day of each month.
- All payments due under this Lease must be made by Money Order or Cash. Lessor refuses to accept payment by means other than those stipulated within this Lease shall not constitute a waiver of any claims or actions Lessor may have against Lessee.
- Lessee shall pay as additional rent any money required to be paid by Lessee under all other provisions of this lease.
- If Lessee's rent is not received by the close of the fifth day of any month, Lessee shall pay as additional rent a late charge in the amount of \$35.00 per month late fee, until the rent is paid in full.
- Lessee agrees to pay, as additional rent, the cost as described in this paragraph of repairing all damages to the leased premises and the property where it is located, beyond ordinary wear and tear, and all damages that are caused by the negligence or willful conduct of Lessee or occupants of the Premises or their guests. The cost charged to Lessee will be the lesser of most of the items replaced and/or materials used plus twenty five percent (25%) and Lessor's cost thereof. Additional rent based on cost of repairs under this paragraph shall be due within thirty days after Lessor makes written request for payment.

Lease Contract

Lessee's acceptance of this lease shall constitute a binding agreement between the parties and Lessee shall be deemed to have accepted the premises and all fixtures and equipment thereon and shall be bound by the terms and conditions of this lease, including the purpose of rent and liability for any damages to the premises.

Lessee hereby understands that if rent payment is more than 30 days late, lease will be forfeit.

Security Deposit

Lessee has paid Lessee a security deposit in the amount of [REDACTED]. Within thirty (30) days after termination of the tenancy and Lessee's giving up possession, Lessee shall return the full amount of the Security Deposit with interest as may be necessary to (1) replace the premises, due to damages, (2) remedy a default in the performance of rent or obligations of Lessee under this Lease, or (3) compensate the Lessor for damage sustained as a result of the Lessee's failure to give proper notice to terminate Lease or termination prior to the Lease expiration date. Lessee shall remain liable for the cost of all damages, ordinary wear and tear accepted, including unpaid utility charges, upon expiration of the Security Deposit has been deleted. Lessee understands that the Security Deposit shall not be used for rent or other charges prior to terminating the occupancy. If Lessee breaks this Lease Contract before the term is up, they will not receive the Security Deposit back.

Use of Apartment and obligation to comply with State & Regulations
The leased premises shall be occupied solely for residential purposes by Lessee and those other persons herein after named.

[REDACTED]

Lessee and all occupants of the leased premises and Lessee's agent(s) shall comply with the rules and regulations that are to be read and a part of this Lease. The Lessee agrees the Lessee understands that any violation of these rules and regulations in or around any criminal activity, including but not limited to, the use of the premises for any illegal activity, or the use of the premises for any commercial activity, or the use of the premises for any other purpose, shall constitute a breach of the Lease and the Lessee shall be liable for any damages to the premises caused by such activity. If Lessee violates any of these rules and regulations, the Lessee shall be liable for any damages to the premises caused by such activity. If Lessee violates any of these rules and regulations, the Lessee shall be liable for any damages to the premises caused by such activity.

Lease Contract

- Lessor is not responsible for carrying insurance on Lessee's personal possessions. Lessee must insure their own possessions, including any and all possessions including vehicles, bikes, etc.
8. **Access By Lessor** Right of Lessor
Lessee and Lessor agree that Lessor upon giving forty-eight (48) hour notice will enter the leased premises to inspect, make repairs, decorations, alterations or improvements, and supply necessary or agreed services. If it is further agreed, in an emergency, the Lessor, without any notice, will enter the premises to perform what services that are needed in order to prevent damage to the premises, or to neighboring premises; (Emergency: fire, flood or other hazardous conditions).
9. **Lessee's Absence**
Lessee shall notify Lessor of any anticipated extended absence from the premises in excess of five (5) days.
10. **Abandonment**
If Lessor reasonably believes that Lessee has vacated the leased Premises with the intention of not returning to the leased premises and any personal property remaining in the leased premises and Lessor will make all necessary repairs to the leased premises in accordance with the terms of this Lease in order to release the herein mentioned property.
11. **Condemnation**
If the whole or any substantial part of the Leased premises is taken or condemned by any competent authority for any public use or purpose, the term of this lease shall, at the option of the Lessor, be terminated upon the date when possession of the part so taken shall be required for such taking. Lessor shall be entitled to receive the entire condemnation award or damages without apportionment with Lessee's Rent shall be adjusted as of the date of Lessee's vacating as the result of such condemnation.
12. **Damage or Destruction of leased premises**
If the leased premises shall be damaged by fire, the elements, unavoidable accident or other casualty without the fault or negligence by the Lessee, but are not thereby rendered untenable in whole or in part, Lessor shall at its own expense cause such damage to be repaired and the rent shall not be abated. If by reason of such occurrence, the premises shall be rendered untenable only in part, Lessor shall at its own expense cause such damage to be repaired, and the rent meanwhile shall abate, until the leased premises have been restored and rendered tenable, or Lessor may at its election, terminate this lease and the tenancy created by giving to Lessee within sixty (60) days following the date of said occurrence, written notice of Lessor's election to do so and in the event of such termination rent shall be adjusted as of such date. There shall be no abatement of the rent in the event that damage to the premises is caused by Lessee, occupants of the leased premises, or their guests.
13. **Termination and return of possession**
Upon the termination of this lease or Lessee's right of possession, whether by lapse of time or otherwise, Lessee shall deliver immediate possession of the leased premises to Lessor and deliver all keys to the Lessor at the alternate management office or as Lessor otherwise directs. Lessor shall establish the date and time of vacating of the leased premises.
14. **Assignment, Subletting and renting**

Lease Contract

Lessee shall not sublet the apartment/house (or any part thereof) and shall not assign its lease and shall not permit any transfer of Lessee's interest (by operation of law, except as in the Lessor's prior written permission. No action or failure to act of Lessor's except as hereinafter provided shall operate as a waiver of Lessor's right to terminate this Lease and Lessee's right of possession nor operate to extend the term thereof.

15. **Notices:**

Notices, including those provided by statute, shall be in writing and shall be deemed to have been given when served by delivery in person or when mailed by United States mail regular or prepaid.

16. **Utilities:**

Lessee agrees to maintain utility service for the leased premises.

17. **Key/Lock Replacement**

If Lessee needs replacement of key, for any reason, the fee of \$15.00 per key is to be paid upon receiving of the key (s). If you wish for your locks to be changed on your unit (for whatever reason) the fee of \$25.00 per door, payable at the time the service is performed.

18.

DO NOT DISCONNECT YOUR SMOKE DETECTOR.

19.

ALL INTENTIONS TO VACATE UNIT MUST BE GIVEN TO OFFICE IN WRITING, 30 DAYS BEFORE TENANT VACATES THE UNIT.

SIGNATURES:

[Redacted Signature]

Lessee: [Redacted Signature]

Cheryl Woodfin
Kashido, Inc. Cheryl Woodfin

Date: 1-31-09

Date: 1-31-09

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead-based paint can pose health hazards if not managed properly. Lead exposure is especially harmful to pregnant women. Before renting pre-1978 housing, always check the following pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

(ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (Initial)

(c) Lessee has received copies of all information listed above.
(d) Lessee has received the pamphlet "Protect Your Family from Lead in Your Home."

Agent's Acknowledgement (Initial)

(e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4862d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Lessor: <i>[Signature]</i> (Sign and PRINT name)	Date	Lessor: (Sign and PRINT name)	Date
Lessee: <i>[Signature]</i> (Sign and PRINT name)	Date	Lessee: (Sign and PRINT name)	Date
Agent: <i>[Signature]</i> (Sign and PRINT name)	Date	Agent: (Sign and PRINT name)	Date

TSCA Lead-Based Paint Disclosure Rule Inspection Worksheet

INDIVIDUAL LEASE INFORMATION SUMMARY

Instructions: Inspector completes form for every lease copied and reviewed. Completed form is included in inspection report, Attachment E. Form may be completed manually or electronically. (Enter all dates as mm/dd/yyyy). This form may be printed and completed in pen, or it may be completed electronically, then printed. If form is completed electronically, print in color.

Inspector (last name): Leftwilel Inspection Date: 01/28/2009

Target Housing Unit Information:

Name of Apartment Complex, if applicable: Chamberlain Apartments
 Street address: 5571 Chamberlain Avenue Unit number: 3S
 City: Saint Louis State: MO Zip: 63112 Year Built: 1925
 Type of Housing (check one): single family or single unit in multi-unit building
 Number of bedrooms (check one): 1 2 3 (If more than 3, specify number)

Tenant Information:

Name of Lessee(s): [REDACTED]
 Number of Tenants under the age of 18 (at the time the lease was signed): [REDACTED]
 Age (or approx. age) of each tenant under 18 (at the time the lease was signed): [REDACTED]
 Source of information on children's ages: landlord (verbal) lease application lease
 other (specify) _____
 Were any of the lessee(s) pregnant (at the time lease was signed)? YES NO Unknown (default)

Lease Information:

Type of Lease (check one): Initial or Renewal
 Is this a government assisted rental unit? (e.g., Section 8/HUD) YES NO
 Lease term/ occupancy dates: From 03/01/2007 to 02/29/2008
 Date Lessee(s) Signed Lease* 01/13/2007
*If Lessee(s) signed lease but did not date their signature, then this date defaults to the date of the lease agreement. Many leases begin with language such as "This agreement is made on the 3rd day of Month in yyyy"
 Now Month-to-Month

Disclosure Information:

Is there a signed Disclosure Form? YES NO
 If YES, provide the following information:
 Date Lessee(s) signed Disclosure Form: No Date
 Date Lessor signed Disclosure Form: No Date
 Date Agent signed Disclosure Form: No Agent

Was the pamphlet *Protect Your Family from Lead in Your Home* (June 2003) provided to lessee? YES NO
 If NO, check all that apply:
 Reduced in size
 Incomplete (e.g., one or more pages missing, illustrations removed)
 Illegible poor quality copy/ readable
 Enlarged in size/not in pamphlet form
 Incorrect edition (current version is June 2003)
 Other (explain) _____

Additional Comments/Notes:

Mr. Bajwa said that only three of the people listed in the lease actually live there full time; the others visit regularly. Lessee inadvertently initialed the Disclosure form at (e), then crossed out her initials.

ATTACHMENT E-10

Lease Contract

THIS LEASE made and entered into on 12/21/2018 by and between Richard A. [unclear] (the Lessor), whose address is 1 [unclear] St. Louis, MO 63112 and [unclear] (the Tenant), who are jointly and severally responsible and for all its uses, hereinafter referred to as "Lessee".

1. **Leased Premises:** In consideration of the rents, covenants and agreements hereinafter reserved and contained herein, the Lessor leases to the Lessee and the Lessee on behalf of the Lessor to be observed and performed, the Lessor leases to the Lessee and the Lessee on behalf of the Lessor (those certain improvements and premises (being hereinafter referred to as the "Leased Premises") located at:

1111 [unclear] and [unclear] [unclear]
(Location of rental property)

2. **Commencement and ending date of term:** The term of this Lease shall begin on 1/1/2019 and end on 12/31/2019 hereinafter inclusive unless sooner terminated as hereinafter provided. After the initial lease term ends, the Lease will continue for successive terms of one month each unless terminated according to the conditions set forth in Section 17 of this Lease.

3. **Rent, Charges for Late Payments, And Damages:**
a. Lessee agrees to pay Lessor at Lessor's office or at such other place designated by Lessor without prior demand, hereof and without any deduction or set-off whatsoever, the annual rental amount of \$[unclear] on the first day of each month.
b. All payments due under this Lease must be made by Money Order or Cash. Lessor reserves the right to accept payment by means other than those stipulated within this Lease shall not constitute a waiver of any claims or actions Lessor may have against Lessee.
c. Lessee shall pay as additional rent any money required to be paid by Lessor under all other provisions of this Lease.
d. If Lessee's rent is not received by the close of the fifteenth day of any month, Lessee shall pay as additional rent a late charge in the amount of \$35.00 per month in arrears, and the rent is payable in full.
e. Lessee agrees to pay as additional rent the cost as described in this paragraph of repairing all damages to the Leased Premises and the property where it is located, by and ordinary wear and tear, and all damages that are caused by the negligent or willful conduct of Lessee or occupants of the Premises or their guests. The cost charged to Lessee will be less or more of the items replaced and/or materials used, plus twenty-five percent (25%) and less or more thereof. If a contractor other than Lessor makes the repairs, Lessee shall pay the full cost thereof. Additional rent based on cost of repairs under this paragraph shall be due within thirty days after Lessor makes written request for payment.

Lease Contract

A. Lessor's acceptance of rent from other than Lessee will not constitute a waiver of any of his claims or actions Lessor may have against Lessee. Any acceptance of rent from other than Lessee will not relieve Lessee of his/her duties and obligations to Lessor including, but not limited to, the payment of rent and liability for any damages to the premises.

B. Lessee fully understands that his rent payment is more than 20 days late and that collection will be made ~~by~~ **AA**

4. Security Deposit

Lessee has paid Lessor a security deposit in the amount of \$ _____ 30 days after termination of the tenancy and Lessee's giving up possession, Lessor shall return the full amount of the Security Deposit or will hold as may be necessary for (1) restore the premises, due to damages, (2) remedy a default in the payment of rent or additional rent due under this Lease, or (3) compensate the Lessor for damage sustained as a result of the Lessee's failure to give proper notice to terminate the Lease or terminate occupancy prior to the Lease expiration date. Lessee shall remain liable for the cost of all damages, ordinary wear and tear accepted, remaining unpaid after Lessor's application of the Security Deposit has been deleted. Lessee understands that the Security Deposit shall not be used for rent or other charges prior to terminating the occupancy. If Lessee breaks the Lease Contract before the term is up, they will not receive the Security Deposit back ~~by~~ **AA**

5. Use of Apartment and obligation to comply with Rules & Regulations

The leased premises shall be occupied solely for residential purposes by Lessee and those other persons hereinafter named:

[Redacted names] 0624

2. Lessee and all occupants of the leased premises and Lessee's guest(s) shall comply with the Rules and Regulations that are to be considered a part of this Lease. The Lessee agrees the Lessee, members of the household and/or guests must not engage in or permit any criminal activity, including drug related or initial activity, whether in the above stated address or elsewhere on or near the apartment community or any unlawful activity in the above stated address or on or near the apartment community. If Lessee, member of the household and/or guest are arrested for any unlawful activity the Lease will be terminated immediately (30 days)

6. Lessor's inspection

Lessee hereby declares that the Lessee has inspected the leased premises, the building and all related areas and grounds and that Lessee accepts the condition in which they are now.

7. Lessee to insure possessions

Lessor is not responsible for carrying insurance on Lessee's personal possessions. Lessee must insure their own possessions, including any and all possessions including vehicles, bikes, etc. ~~by~~ **AA**

8. Access By Lessor

Lessee and Lessor agree that Lessor upon giving forty-eight (48) hour notice will enter the leased premises to inspect, make repairs, decorations, alterations or improvements, and supply necessary or agreed services. It is further agreed, in an emergency, the Lessor will not limit any notice will enter the

Lease Contract

premises to perform what services that are needed in order to prevent damage to the premises, or to neighboring premises. (Emergency fire, flood or other hazardous conditions) ~~XXX~~

9. **Lessor's Absence:**
Lessee shall notify Lessor of any anticipated extended absence from the premises in excess of 14 days. ~~XXX~~

10. **Abandonment:**
If Lessor reasonably believes that Lessee has vacated the leased premises with no intention of returning thereon, Lessor may deem the leased premises and any personal property remaining in the leased premises and Lessor will make all necessary repairs to the leased premises in accordance with the terms of this Lease in order to release the heretofore mentioned property.

11. **Condemnation:**
If the whole or any substantial part of the leased premises is taken or condemned by any competent authority for any public use or purpose, the term of this lease shall be at the option of the Lessor, be terminated upon the date when possession of the part so taken shall be required for such taking. Lessor shall be entitled to receive the entire condemnation award or damages without apportionment with Lessee. Rent shall be adjusted as of the date of Lessee's vacating as the result of such condemnation.

12. **Damage or Destruction of leased premises:**
If the leased premises shall be damaged by fire, theft, lightning, or other casualty, or other casualty, without the fault or negligence by the Lessee, but are not thereby rendered uninhabitable in whole or in part, Lessor shall at its own expense cause such damage to be repaired and the rent shall not be abated. If by reason of such occurrence, the premises shall be rendered uninhabitable only in part, Lessor shall at its own expense cause such damage to be repaired, and the rent monthly shall abate until the leased premises have been restored and rendered tenable or Lessor may at its election terminate this lease and the tenancy created by giving to Lessee within sixty (60) days following the date of said occurrence, written notice of Lessor's election to do so and in the event of such termination rent shall be adjusted as of such date. There shall be no abatement of the rent in the event that damage to the premises is caused by Lessee, occupants of the leased premises, or their guests.

13. **Termination and return of Possession:**
Upon the termination of this lease, Lessee's right of possession, whether by lapse of time or otherwise, Lessee shall deliver immediate possession of the leased premises to Lessor and deliver all keys to the Lessor at the site management of the Lessor or their agent, with all utility bills due to the date and time of vacating of the lease term.

14. **Assignment, Subletting and Rental:**
Lessee shall not sublet the apartment/house (or any part thereof) and shall not assign this lease and shall not permit any transfer of Lessee's interest by operation of law, except as with the Lessor's prior written permission. No mention or failure to mention of Lessor's exceptions herein, provided shall operate as a waiver of Lessor's right to terminate this Lease and Lessee's default in possession or operation to extend the term thereof.

15. **Notation:**

Notice including these amounts...
17. Lessee agrees to maintain...
Key/Lock Replacements
If Lessee needs replacement of key for any reason, the fee for a duplicate key is \$35.00 per door, payable at the time the service is rendered.

18. DO NOT DISCONNECT YOUR SMOKE DETECTORS X ALL
19. ALL INTENTIONS TO VACATE MUST BE COMPLETED IN WRITING AND MUST BE FILED IN THE OFFICE OF THE LANDLORD BEFORE TENANT VACATES THE UNIT.

20. Absolutely no Pets are allowed unless you obtain written permission from the Landlord in writing and have paid a separate Security Deposit for your pet (\$200.00) X

21. *Corrie Marie Williams* *Frankie Rene Williams*
SIGNATURES

Lessee _____ Date *12-21-08*

Lessee _____ Date _____

[Signature]
Christina / Kasliha, Inc.
[Signature]
Date *12/21/08*

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
 Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from peeling paint chips, and dust can pose health hazards. If not managed properly, lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure:

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

(ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (Initial)

(c) Lessee has received copies of all information listed above.

(d) Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgement (Initial)

(e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4862 and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify to the best of their knowledge that the information they have provided is true and accurate.

<input checked="" type="checkbox"/>	<i>[Signature]</i>	Date	Lessor	(Sign and Print Name)	Date
<input checked="" type="checkbox"/>	<i>[Signature]</i>	12-2-08	Lessee	(Sign and Print Name)	Date
<input checked="" type="checkbox"/>	<i>[Signature]</i>		Agent	(Sign and Print Name)	Date

TSCA Lead-Based Paint Disclosure Rule Inspection Worksheet

INDIVIDUAL LEASE INFORMATION SUMMARY

Instructions: Inspector completes form for every lease copied and reviewed. Completed form is included in inspection report, Attachment E. Form may be completed manually or electronically. (Enter all dates as mm/dd/yyyy). This form may be printed and completed in pen, or it may be completed electronically, then printed. If form is completed electronically, print in color.

Inspector (last name) Loftwich Inspection Date: 01/28/2009

Target Housing Unit Information:

Name of Apartment Complex, if applicable _____ Unit number: _____
 Street address: 5575 Chamberlain Avenue Year Built: 1902
 City: Saint Louis State: MO Zip: 63112 single unit in multi-unit building
 Type of Housing (check one): single family or _____ (if more than 3, specify number)
 Number of bedrooms (check one): 1 2 3 _____

Tenant Information:

Name of Lessee(s): _____
 Number of Tenants under the age of 18 (at the time the lease was signed): _____
 Age (or approx. age) of each tenant under 18 (at the time the lease was signed): _____
 Source of information on children's ages: landlord (verbal) lease application lease
 other (specify) _____
 Were any of the lessee(s) pregnant (at the time lease was signed)? YES NO Unknown (default)

Lease Information:

Type of Lease (check one): Initial or Renewal
 YES NO
 Is this a government assisted rental unit? (e.g., Section 8/ HUD) _____
 Lease term/ occupancy dates: From 12/21/2008 to 12/31/2009
 Date Lessee(s) Signed Lease* 12/21/2008
*If Lessee(s) signed lease but did not date their signature, then this date defaults to the date of the lease agreement. Many leases begin with language such as "This agreement is made on the 3rd day of Month in yyyy"

Disclosure Information:

Is there a signed Disclosure Form? YES NO
 If YES, provide the following information:
 Date Lessee(s) signed Disclosure Form: 12/27/2008
 Date Lessor signed Disclosure Form: 12/22/2008
 Date Agent signed Disclosure Form: No Agent

Was the pamphlet *Protect Your Family from Lead in Your Home* (June 2003) provided to lessee? YES NO

If NO, check all that apply:
 Reduced in size
 Incomplete (e.g., one or more pages missing, illustrations removed)
 Illegible poor quality copy/ readable
 Enlarged in size/not in pamphlet form
 Incorrect edition (current version is June 2003)
 Other (explain) _____

Additional Comments/Notes:

Mr. Bajwa was not able to explain the date discrepancies.

ATTACHMENT G

Lead-Based Paint Disclosure Rule Regulations
Compliance Assistance Materials

TSCA § 1018 - Disclosure Rule

June 2008

What You Need to Know About Lead Poisoning (English)

What You Need to Know About Lead Poisoning (Spanish)

Lo Que Usted Necesita Saber Sobre el Envenenamiento por Plomo

EPA and HUD Real Estate Notification and Disclosure Rule - Questions and Answers
(quad-fold brochure) EPA-747-F-06-001, March 1998

Lead-Contaminated Soil, 910-K-05-002, August 2005

DISCLOSURE FORMS & INSTRUCTIONS

- Blank Disclosure Form for Lease/Rental of Target Housing (English)
- Blank Disclosure Form for Lease/Rental of Target Housing (Spanish)
- Instructions for completion of Disclosure Form for Lease/Rental of Target Housing
- Blank Disclosure Form for Sale of Target Housing (English)
- Blank Disclosure Form for Sale of Target Housing (Spanish)
- Instructions for completion of Disclosure Form for Sale of Target Housing

LEAD HAZARD INFORMATION PAMPHLETS

- Protect Your Family From Lead In Your Home EPA747-K-00-001, June 2003, (English)
- Protect Your Family From Lead In Your Home EPA747-K-00-001, June 2003, (Spanish)
- Protéjale a Su Familia Contra el Plomo en el Hogar Junio 2003
- Protect Your Family pamphlet, black and white camera ready copy (English)
- Protect Your Family pamphlet, black and white camera ready copy (Spanish)
- Instructions for Obtaining Additional Copies of Protect Your Family pamphlets

Information Sheet: U.S. EPA Small Business Resources, OECA EPA 300-F-07-003, October 2007

Lead-Based Paint Renovation/Repair Program Regulations
Compliance Assistance Materials
TSCA § 402/408 -- Renovation/Repair

June 2008

Lead Safety During Renovation, EPA-740-F-08-001, March 2008, (English)

Lead Safety During Renovation, EPA-740-F-08-001, March 2008, (Spanish)

Renovate Right pamphlet, EPA-740-F-08-002, March 2008, (English)

Renovate Right pamphlet, EPA-740-F-08-002, March 2008, (Spanish)

Fact Sheet: Rule Establishes Requirements To Protect Children During Renovation, Repair and Painting Activities that Disturb Lead-Based Paint, March 2008, (English)

Fact Sheet: Rule Establishes Requirements To Protect Children During Renovation, Repair and Painting Activities that Disturb Lead-Based Paint, March 2008, (Spanish)

Effective Dates for Renovation, Repair, and Painting Program Rule

Current Sample Pre-Renovation Form

Finding A Lead-Based Paint Professional in Region 7

Small Entity Compliance Guide to Renovate Right, EPA-740-F-08-003, June 2008

Authorization in Region 7

ATTACHMENT H



U.S. ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, DC 20460

TOXIC SUBSTANCES CONTROL ACT

LEAD PAINT - RECEIPT FOR DOCUMENTS

1. INSPECTION IDENTIFICATION		2. COMPANY NAME: KASHFLO, Inc.	
DATE: 01/28/2009	INSPECTION NUMBER: JL012820092		
3. INSPECTOR ADDRESS: U. S. Environmental Protection Agency, Region 7 901 North 5 th Street Kansas City, KS 66101		4. COMPANY ADDRESS: P.O. Box 27007 SAINT LOUIS, MO 63112	

For Internal EPA use, Copies of this form may be provided to recipient as acknowledgment of the documents mixtures described below collected in connection with the administration and enforcement of the Title X, Section 1018 Disclosure Rule.

RECEIPT OF DOCUMENT(S) DESCRIBED IS HEREBY ACKNOWLEDGED:

NO.	DESCRIPTION
	<p>SAMPLE Protect Your Family PAMPHLET JUNE 2003 SAMPLE DISCLOSURE FORM LEASE & DISCLOSURE</p> <p>5561 CHAMBERLAIN, 1N 5561 CHAMBERLAIN, 3N 5565 CHAMBERLAIN, 3E 5565 CHAMBERLAIN, 2W 5569 CHAMBERLAIN, 2E 5569 CHAMBERLAIN, 2W 5571 CHAMBERLAIN, 1N 5571 CHAMBERLAIN, 3N 5571 CHAMBERLAIN, 3S 5575 CHAMBERLAIN</p>

OPTIONAL:
DUPLICATE COPIES: REQUESTED AND PROVIDED NOT REQUESTED

INSPECTOR SIGNATURE 	FACILITY REPRESENTATIVE SIGNATURE
-------------------------	---------------------------------------

NAME JOHN T. LETTWICH	NAME MORRIS BOSTWA
--------------------------	-----------------------

TITLE COMPLIANCE INSPECTOR	DATE SIGNED 01/28/2009	TITLE Project Director	DATE SIGNED 1/28/09
-------------------------------	---------------------------	---------------------------	------------------------

EPA FORM 7740-1A FOR 1018 (REVISED JAN 2002) PREVIOUS VERSIONS ARE OBSOLETE WHITE - EPA OFFICIAL FILE COPY
REPRINTED BY EPA REGION 7 - MAY 2007 YELLOW - FACILITY COPY

THIS LEASE made and entered into this 8th day of June 2006, by and between Kaslin, Inc. hereinafter referred to as "Lessor" whose address is at P.O. Box 29007, St. Louis, MO 63112, and [REDACTED] who are jointly and severally responsible under this Lease, hereinafter referred to as "Lessee".

1. **Leased Premises:**

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Lessee to be observed and performed, the Lessor leases to the Lessee, and Lessee rents from Lessor, those certain improvements and premises (being hereinafter referred to as the "Leased Premises") located at

5565 Chamberlain, Apt. 2W, St. Louis, MO 63112

2. **Commencement and ending date of term:**

The term of this Lease shall begin on June 1st, 2006 and end on [REDACTED] Month Basis, both dates inclusive unless sooner terminated as hereinafter provided. When the initial lease term ends, the Lease will continue for successive terms of one month each unless terminated according to the conditions set forth in Section 17 of this Lease. If Tenant wishes to vacate the unit, Tenant must give a 30-Day Notice in Writing to the Landlord stating the exact date that the unit will be vacated. Rent does not stop until all keys are returned to the Landlord (even if unit is vacated a week before).

3. **Rent, Charges for Late Payments, And Damages:**

a. Lessee agrees to pay Lessor at Lessor office or at such other place designated by Lessor without prior demand therefore and without any deduction or set-off whatsoever, the annual rental amount of \$[REDACTED] in monthly installments of [REDACTED] due on the 1st day of each month.

b. All payments due under this Lease must be made by Cash or Money Order and Lessor's refusal to accept payment by means other than those stipulated within this Lease shall not constitute a waiver of any claims or actions Lessor may have against Lessee.

c. Lessee shall pay as additional rent any money required to be paid by Lessee under all other provisions of this lease.

d. If Lessee's rent is not received by within 5 days of due date, Lessor shall charge additional rent a late charge in the amount of \$35.00 per month for the [REDACTED]

e. Lessee agrees to pay, as additional rent, the cost, as described in this lease, of repairing all damages to the Leased Premises and the [REDACTED]

CX2

beyond of ordinary wear and tear, and all damages and repairs not of an ordinary nature, will be the responsibility of the Lessee or occupants of the premises, and shall be charged to Lessee. Lessor's cost of the items replaced and/or materials plus twenty-five percent (25%) and Lessor's cost for labor, if a contractor other than Lessor makes the repairs. Lessee shall pay the full cost just of a replacement rent based on cost of repairs under this paragraph, the condition for advance if Lessor makes written request for payment.

f. Lessor's acceptance of rent from other than Lessee will not constitute a waiver of any rights, claims or actions Lessor may have against Lessee. Any acceptance of rent from other than Lessee will not relieve Lessee of his/her duties and obligations to Lessor, including, but not limited to, the payment of rent and liability for any damages to the premises.

4. **Security Deposit:**

Lessee has paid Lessor a security deposit in the amount of _____ Within thirty (30) days after termination of the tenancy and Lessee's giving up possession, Lessor shall return the full amount of the Security Deposit or withhold as may be necessary to: (1) restore the premises due to damages; (2) remedy a default in the payment of rent or additional rent due under this lease; or (3) compensate the Lessor for damage sustained as a result of the Lessee's failure to give proper notice to terminate Lease or terminations prior to the Lease expiration date. Lessee shall remain liable for the cost of all damages, ordinary wear and tear accepted remaining unpaid after Lessor's application of the Security Deposit has been deleted. Lessee understands that the Security Deposit shall not be used for rent or other charges prior to terminating the occupancy.

5. **Use of Apartment and obligation to comply with Rules & Regulations:**
The leased premises shall be occupied solely for residential purposes by Lessee and those other persons hereinafter named: (Print name and relationship)

Self _____

Lessee and all occupants of the leased premises and Lessee's guest(s) shall comply with the Rules and Regulations that are to be considered a part of this Lease. Lessee agrees the Lessee, members of the household and/or guests must not engage in or permit any criminal activity, including drug-related criminal activity, whether in the above stated address or elsewhere on or near the apartment community or any unlawful activity in the above stated address or on or near the apartment community. If Lessee, members of the household and/or guests are arrested for any unlawful activity, the lease will be terminated in thirty (30) days.



If the leased premises shall be damaged by fire, the elements, unavoidable accident or other casualty without the fault or negligence by the Lessee, but are not thereby rendered untenable in whole or in part, Lessor shall at its own expense cause such damage to be repaired and the rent shall not be abated. If by reason of such occurrence, the premises shall be rendered untenable only in part, Lessor shall at its own expense cause such damage to be repaired, and the rent meanwhile shall abate, until the leased premises have been restored and rendered tenable or Lessor may at its election, terminate this lease and the tenancy created by giving to Lessee within sixty (60) days following the date of said occurrence, written notice of Lessor's election to do so and in the event of such termination, rent shall be adjusted as of such date. There shall be no abatement of the rent in the event of damage to the premises is caused by Lessee, occupants of the leased premises, or their guests.

13. **Termination and return of Possession:**
Upon the termination of this lease or Lessee's right of possession, whether by lapse of time or otherwise, Lessee shall deliver immediate possession of the leased premises to Lessor and deliver all keys to the Lessor at the site management office or as Lessor otherwise directs, which action shall establish the date and time of vacation of the lease term.
14. **Assignment, Subletting and Reletting:**
Lessee shall not sublet the apartment/house (nor any part thereof) and shall not assign this Lease and shall not permit any transfer of Lessee's interest by operation of law, except with the Lessor's prior Written permission. No action or failure to act of Lessor's except as herein provides shall operate as a waiver of Lessor's right to terminate this Lease and Lessee's right of possession nor operate to extend the term thereof.
15. **Notices:**
Notices, including those provided by statute, shall be in writing and shall be deemed to have been given when served by delivery in person or when mailed by United States mail regular prepaid.
16. **Utilities:**
Lessee agrees to maintain Gas and electric utility service for the leased premises.
17. **Key/Lock Replacement:**
If Lessee needs replacement of key, for any reason, the fee of \$15.00 per key is to be paid upon receiving of the key(s). If you wish for your locks to be changed on your unit (for what ever reason) the fee of \$35.00 per door, payable at the time the service is performed.

- 18 DO NOT DISCONNECT YOUR SMOKE DETECTOR
- 19 ALL INTENTIONS TO VACATE UNIT MUST BE GIVEN TO OFFICE IN WRITING 30 DAYS BEFORE TENANT VACATES THE UNIT. If Notice is not given 30 days prior to vacating unit, Tenant forfeits their Security Deposit.
- 20 If Tenant breaks this Lease before the end of Term date, for any reason whatsoever, Tenant will not receive Security Deposit Refund.
- 20 Landlord has 30 days from the date the Tenant turns keys into Office to refund Security Deposit or provide in writing to Tenant reason Security Deposit is not being refunded.

SIGNATURES

[Redacted Signature]

[Handwritten Signature]
Date

Print Name / Signature

Date

Print Name / Signature

[Handwritten Signature]
Kashko, Inc / Cheryl Woodfin

[Handwritten Signature]
Date

[Handwritten Initials]

Lead Warning Statement

Housing with lead-based paint may be hazardous to your health. For more information on lead-based paint hazards, call the U.S. Environmental Protection Agency at 1-800-424-9303. For more information on lead-based paint hazards, call the U.S. Environmental Protection Agency at 1-800-424-9303. For more information on lead-based paint hazards, call the U.S. Environmental Protection Agency at 1-800-424-9303.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards in the housing:
(i) Known lead-based paint and/or lead-based paint hazards in the housing (explain):

(ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) Lessor has provided the lessee with all available records and reports concerning lead-based paint and/or lead-based paint hazards in the housing, listed below:

(ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (Initial)

(c) Lessee has received copies of all information listed above.
(d) Lessee has received the pamphlet "Protect Your Family from Lead in Your Home."

Agent's Acknowledgement (Initial)

(e) Agent has informed the lessor of the lessor's obligations under 24 CFR 200.603 and of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify to the truth and accuracy of the information they have provided:

Lessor (Signature) _____ Date: _____
 Lessee (Signature) _____ Date: _____
 Agent (Signature) _____ Date: _____

Lessor (Signature) _____
Lessee (Signature) _____
Agent (Signature) _____

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Lease Contract

THIS LEASE made and entered into on 12/2/08 by and between Edward K. Adams, hereinafter referred to as "Lessor" whose address is 1234 St. Louis, MO 63112 and [redacted] (the Tenant), who are jointly and severally responsible under this Lease hereinafter referred to as "Lessee"

1. Leased Premises:

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Lessee to be observed and performed, the Lessor leases to the Lessee, and Lessee rents from Lessor, those certain improvements and premises (being hereinafter referred to as the "Leased Premises")

located at:

11775 Chamberlain, St. Louis, MO 63112
(Location of rental property)

2. Commencement and ending date of term:

The term of this Lease shall begin 12/2/08 and end on 12/31/09, both dates inclusive unless sooner terminated as hereinafter provided. After the initial lease term ends, the Lease will continue for successive terms of one month each unless terminated according to the conditions set forth in Section 17 of this Lease.

3. Rent, Charges for Late Payments, And Damages:

- a. Lessee agrees to pay Lessor at Lessor office or at such other place designated by Lessor, without prior demand therefore and without any deduction or set-off whatsoever the annual rental amount of \$ [redacted] in monthly installments of \$ [redacted] due on the first (1st) day of each month.
- b. All payments due under this Lease must be made by Money Order or cash. Lessor's refusal to accept payment by means other than those stipulated within this Lease shall not constitute a waiver of any claims or actions Lessor may have against Lessee.
- c. Lessee shall pay as additional rent any money required to be paid by Lessee under all other provisions of this lease.
- d. If Lessee's rent is not received by the close of the fifth day of any month, Lessee shall pay as additional rent a late charge in the amount of \$35.00 per month late fees until the rent is paid in full.
- e. Lessee agrees to pay, as additional rent, the cost, as described in this paragraph, of repairing all damages to the Leased Premises and the property where it is located, beyond ordinary wear and tear, and all damages that are caused by the negligent or willful conduct of Lessee or occupants of the Premises or their guests. The cost charged to Lessee will be Lessor's cost for labor, if a contractor other than Lessor makes the repairs, Lessee shall pay the full cost thereof. Additional rent based on cost of repairs under this paragraph is due within thirty days after Lessor makes written request for payment.

CX4

Lease Contract

Lessor's acceptance of rent from other than Lessee will not constitute a waiver of any rights, claims or actions Lessor may have against Lessee. Any acceptance of rent from other than Lessee will not relieve Lessee of his/her duties and obligations to Lessor, including, but not limited to, the payment of rent and liability for any damages to the premises.

Lessee fully understands that if rent payment is more than 20 days later legal action will be filed. X AH

4. Security Deposit:

Lessee has paid Lessor a security deposit in the amount of \$ [redacted]. Within thirty (30) days after termination of the tenancy and Lessee's giving up possession, Lessor shall return the full amount of the Security Deposit or withhold as may be necessary to (1) restore the premises due to damages, (2) remedy a default in the payment of rent or additional rent due under this Lease, or (3) compensate the Lessor for damage sustained as a result of the Lessee's failure to give proper notice to terminate Lease or termination prior to the Lease expiration date. Lessee shall remain liable for the cost of all damages, ordinary wear and tear accepted, remaining unpaid after Lessor's application of the Security Deposit has been deleted. Lessee understands that the Security Deposit shall not be used for rent or other charges prior to terminating the occupancy. If Lessee breaks the Lease Contract before the term is up, they will not receive the Security Deposit back. X AH

5. Use of Apartment and obligation to comply with Rules & Regulations: X

The leased premises shall be occupied solely for residential purposes by Lessee and those other persons hereinafter named:

[Redacted names]

-0624

Lessee and all occupants of the leased premises and Lessee's guest(s) shall comply with the Rules and Regulations; that are to be considered a part of this Lease. The Lessee agrees the Lessee, members of the household and/or guests must not engage in or permit any criminal activity, including drug related or criminal activity, whether in the above stated address or elsewhere on or near the apartment community or any unlawful activity in the above stated address or on or near the apartment community. If Lessee, members of the household and/or guest are arrested for any unlawful activity the Lease will be terminated within thirty (30) days.

6. Lessee's inspection:

Lessee hereby declares that the Lessee has inspected the leased Premises, the building and all related areas and grounds and that Lessee accepts the condition in which they are now.

7. Lessee to insure possessions:

Lessor is not responsible for carrying insurance on Lessee's personal possessions. Lessee must insure their own possessions, including any and all possessions including vehicles, bikes, etc. X AH

8. Access By Lessor:

Lessee and Lessor agree that Lessor upon giving forty-eight (48) hour notice will enter the leased premises to inspect, make repairs, decorations or improvements, and supply necessary or agreed services. It is further agreed, in an emergency, the Lessor, without any notice, will enter the

Lease Contract

premises to perform what services that are needed in order to prevent damage to the premises or to neighboring premises. (Emergency: fire, flood or other hazardous conditions)

9. Lessee's Absence:

Lessee shall notify Lessor of any anticipated extended absence from the premises in excess of (10) days: *N/A*

10. Abandonment:

If Lessor reasonably believes that Lessee has vacated the leased premises with no intention again to reside therein, Lessor may deem the Leased premises and any personal property remaining in the leased premises and Lessor will make all necessary repairs to the Leased premises in accordance with the terms of this Lease in order to release the herein mentioned property.

11. Condemnation:

If the whole or any substantial part of the Leased premises is taken or condemned by any competent authority for any public use or purpose, the term of this lease shall, at the option of the Lessor, be terminated upon the date when possession of the part so taken shall be required for such taking. Lessor shall be entitled to receive the entire condemnation award or damages without apportionment with Lessee. Rent shall be adjusted as of the date of Lessee's vacating as the result of such condemnation.

12. Damage or Destruction of leased premises:

If the leased premises shall be damaged by fire, the elements, unavoidable accident or other casualty without the fault or negligence by the Lessee, but are not thereby rendered untenable in whole or in part, Lessor shall at its own expense cause such damage to be repaired and the rent shall not be abated. If by reason of such occurrence, the premises shall be rendered untenable only in part, Lessor shall at its own expense cause such damage to be repaired, and the rent meanwhile shall abate, until the leased premises have been restored and rendered tenable or Lessor may at its election, terminate this lease and the tenancy created by giving to Lessee within sixty (60) days following the date of said occurrence, written notice of Lessor's election to do so and in the event of such termination rent shall be adjusted as of such date. There shall be no abatement of the rent in the event that damage to the premises is caused by Lessee, occupants of the leased premises, or their guests.

13. Termination and return of Possession:

Upon the termination of this lease or Lessee's right of possession, whether by lapse of time or otherwise, Lessee shall deliver immediate possession of the leased premises to Lessor and deliver all keys to the Lessor at the site management office or as Lessor otherwise directs, which action shall establish the date and time of vacation of the lease term.

14. Assignment, Subletting and Reloading:

Lessee shall not sublet the apartment/house (nor any part thereof) and shall not assign this Lease and shall not permit any transfer of Lessee's interest by operation of law, except with the Lessor's prior written permission. No action or failure to act of Lessor's except as herein provided shall operate as a waiver of Lessor's right to terminate this Lease and Lessee's right of possession nor operate to extend the term thereof.

16. Lessee agrees to maintain in good working order all locks and keys.
17. Key/lock replacement: If Lessee needs replacement of key for any reason, the fee is \$20.00 plus receiving of the key (\$). If you wish for your lock to be changed from your unit, the fee is \$35.00 per door, payable at the time the service is performed.

18. DO NOT DISCONNECT YOUR SMOKE DETECTOR.
19. ALL INTENTIONS TO VACATE UNIT MUST BE GIVEN TO OFFICE IN WRITING 30 DAYS BEFORE TENANT VACATES THE UNIT.

20. Absolutely no Pets are allowed unless you obtain written permission from landlord and have paid a separate Security Deposit for your pet (\$400.00).

21. Lessee will maintain pest & rodent extermination.

SIGNATURES

Lessee

Date

12-21-08

Lessee

Date


Michael S. Balfanz
Kashfo, Inc.

Date

12/21/08

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(ii) NR Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

(ii) NR Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) AM Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgement (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify to the best of their knowledge that the information they have provided is true and accurate.

<u>[Signature]</u> Lessor (Sign and PRINT name)	Date 12/27/08	_____ (Sign and PRINT name)	Date
_____ (Sign and PRINT name)	Date	_____ (Sign and PRINT name)	Date
_____ (Sign and PRINT name)	Date	_____ (Sign and PRINT name)	Date

CX5



Section 1018 – Disclosure Rule Enforcement Response and Penalty Policy

United States Environmental Protection Agency
Office of Enforcement and Compliance Assurance
Office of Civil Enforcement
Waste and Chemical Enforcement Division

December 2007

CX6

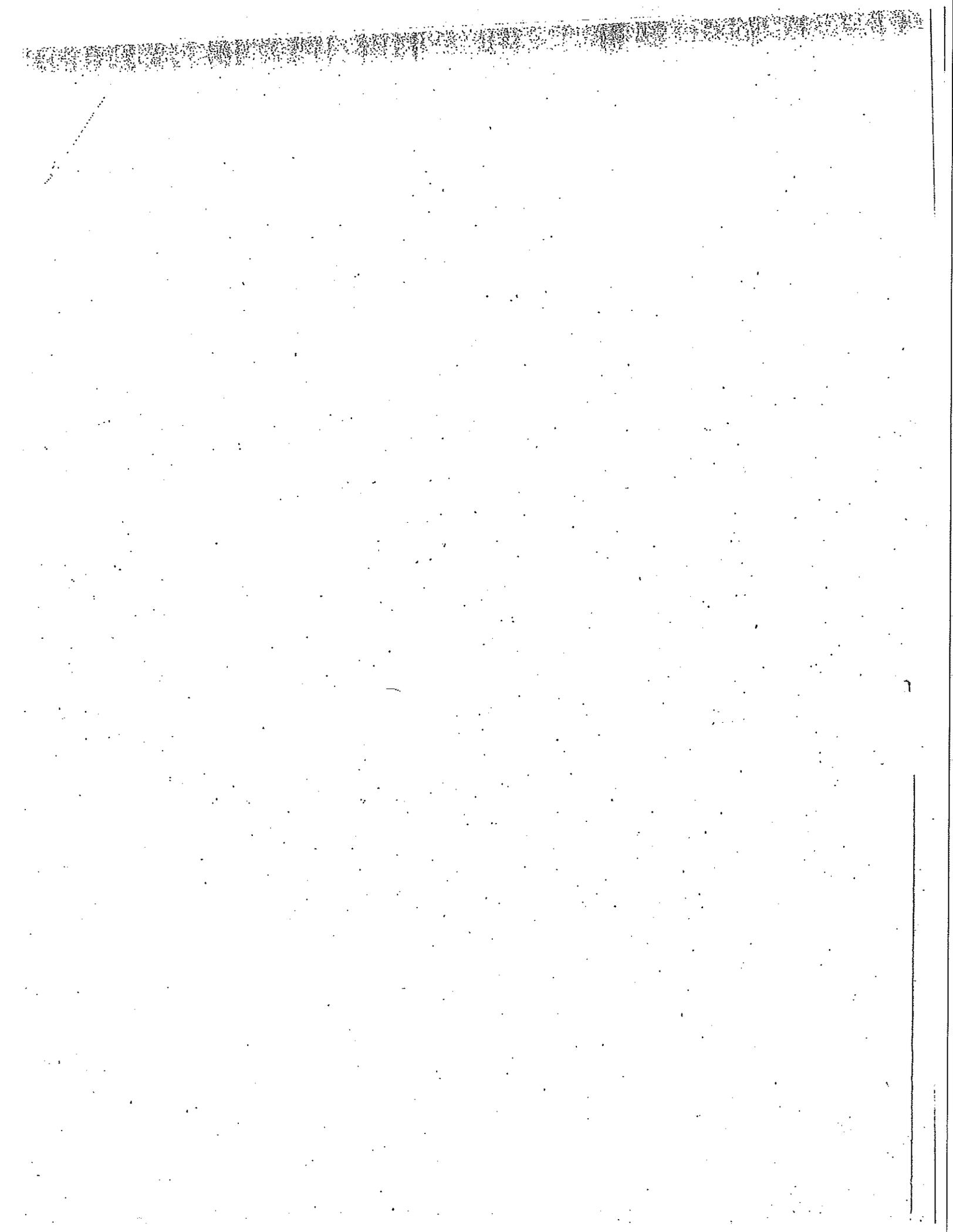
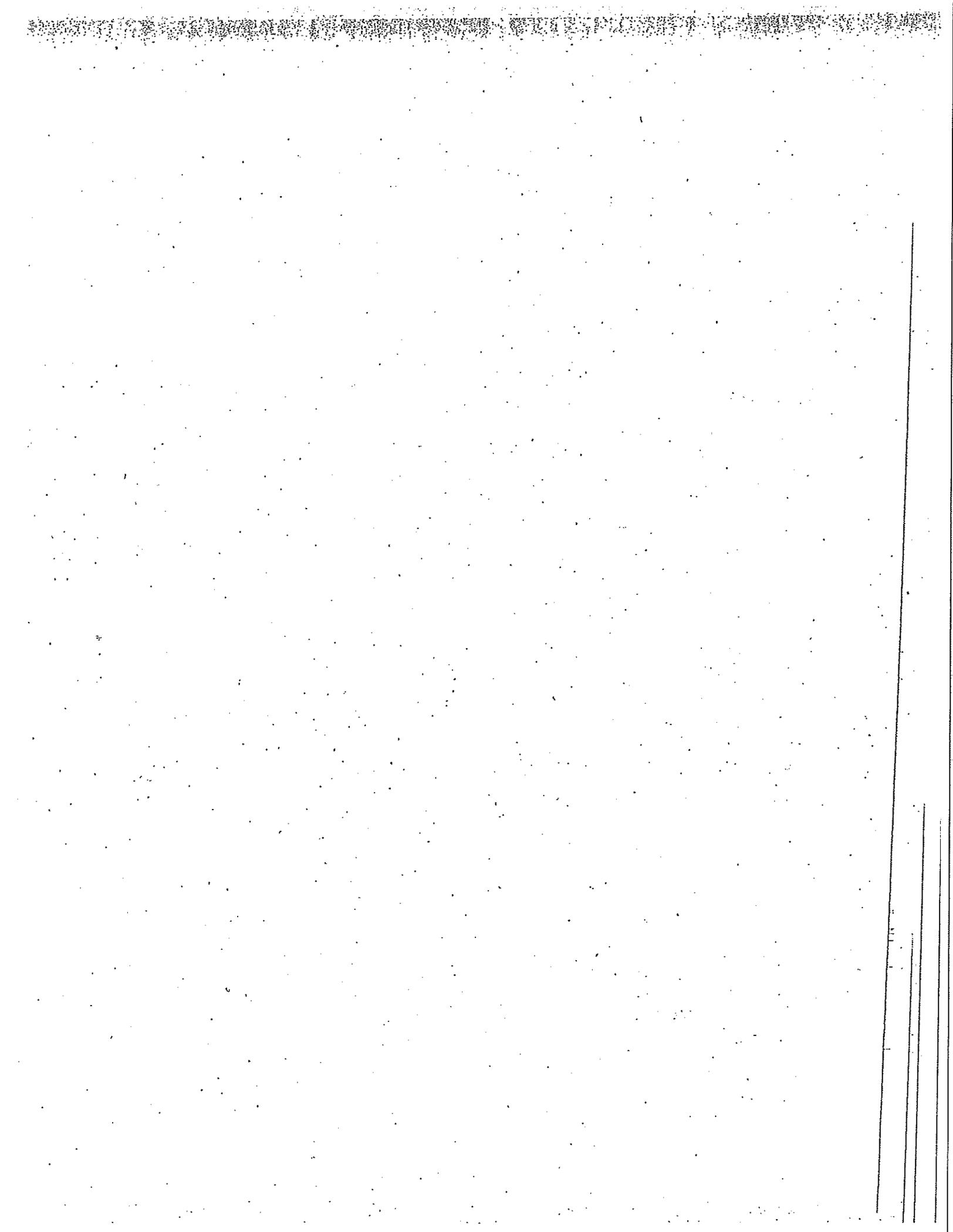


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Chapter 1: Introduction

The revised *Section 1018 -- Disclosure Rule Enforcement Response and Penalty Policy* supersedes the February 2000 *Section 1018 -- Disclosure Rule Enforcement Response Policy*. It sets forth guidelines for the Environmental Protection Agency (EPA or the Agency) to use in determining the appropriate enforcement response and penalty amount, in settlement or in litigation, for violations of Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992. The revisions in this policy take into account an increase in the maximum statutory penalty required by the Debt Collection Improvement Act of 1996, recent case law developments and other relevant EPA policies that impact enforcement actions.

The purpose of this Enforcement Response and Penalty Policy (ERPP) is to provide predictable and consistent enforcement responses and penalty amounts for violations of Section 1018, yet retain flexibility to allow for individual facts and circumstances of a particular case.

This policy is not binding on the Agency. The policies and procedures set forth herein are intended solely for the guidance of employees of the EPA. They are not intended to, nor do they constitute a rulemaking by the EPA, nor do they impose requirements on EPA staff or the regulated community. They may not be relied upon to create a right or a benefit, substantive or procedural, enforceable at law or in equity by any person. Further, this document is not intended to limit the discretion of EPA staff. Enforcement staff should continue to make appropriate case-by-case enforcement judgments guided, but not restricted or limited, by the policies contained in this document.

I. Background

The Centers for Disease Control and Prevention (CDC) has established the elevated blood-lead level (EBL) of 10 micrograms per deciliter ($\mu\text{g}/\text{dL}$) to be a level of concern for children. In the early 1990s the National Health and Nutrition Examination Survey (NHANES) data indicated that there were approximately 890,000 American children with levels greater than 10 $\mu\text{g}/\text{dL}$. In addition, minority and low-income children were disproportionately affected. Lead poisoning in children causes intelligence quotient deficiencies, reading and learning disabilities, impaired hearing, reduced attention span, hyperactivity and behavior problems; in severe cases it may lead to seizures, coma and death. NHANES data further indicated that in as many as 4 million homes in the United States, children's health was endangered by lead-based paint and/or lead-based paint hazards. In response to this national crisis, Congress enacted *Title X: Residential Lead-Based Paint Hazard Reduction Act of 1992*, 42 United States Code (USC) Section 4851 (Title X).¹

¹ The CDC's recent statement on *Preventing Lead Poisoning in Young Children*, August 2005, recognized that recent studies indicate that additional evidence exists of adverse health effects in children at blood lead levels of less than 10 $\mu\text{g}/\text{dL}$. However, the CDC has determined that it will not lower the level of concern at this time.

Chapter I: Introduction

There has been significant progress in reducing the number of EBL children, as documented by the most recent NHANES data showing approximately 310,000 EBL children. CDC's Advisory Committee on Childhood Lead Poisoning Prevention updated its recommendations in 2005 and called for the nation to focus on primary prevention of childhood lead poisoning. Lead in housing remains the most significant source of lead exposure for young children. The CDC recommends the control of lead-based paint contaminated house dust and soil and poorly maintained lead-based paint in housing as the first essential element of primary prevention of lead exposure for young children.² Elevated blood-lead levels are totally preventable, and such prevention remains a national concern.

Pursuant to Section 1018 of Title X, the U.S. Environmental Protection Agency (EPA) and the U.S. Department of Housing and Urban Development (HUD) promulgated joint regulations for the disclosure of lead-based paint and/or lead-based paint hazards in pre-1978 housing (target housing) offered for sale or lease. These regulations were published on March 6, 1996, at 61 Fed. Reg. 9064, and are codified at Title 40 of the Code of Federal Regulations (CFR) Part 745, Subpart F and at 24 CFR Part 35, Subpart H (Disclosure Rule).

II. Enforcement Response and Penalty Policy Applicability

This *Disclosure Rule Enforcement Response and Penalty Policy* is immediately applicable and should be used to inform the appropriate enforcement response and to guide the calculation of any proposed penalties in administrative enforcement actions concerning violations of the Disclosure Rule.

III. Applicability to Federal Facilities

As discussed below, the Disclosure Rule defines seller and lessor to include government agencies. Thus, when a federal facility or government agency is the seller or lessor of target housing, as defined in the statute and the rule, the requirements of Section 1018 and the Disclosure Rule apply to such facility or agency.

Pursuant to Section 1018(b)(5), a violation of the Disclosure Rule is a prohibited act under Section 409 of TSCA and is subject to EPA enforcement authority under Section 16 of TSCA. Section 408 of TSCA, 15 USC § 2688, subjects each department, agency, and instrumentality of the executive, legislative and judicial branches of the federal government to all federal, state, interstate, and local requirements, both substantive and procedural, respecting lead-based paint, lead-based paint activities, and lead-based paint hazards. The federal, state, interstate, and local substantive and procedural requirements referred to in Section 408 of TSCA include, but are not limited to, all administrative orders and all civil and administrative penalties and fines regardless of whether such penalties or fines are punitive or coercive in nature. The Disclosure Rule contains federal requirements respecting lead-based paint, lead-based paint

² *Preventing Lead Poisoning in Young Children*, A Statement by the Centers for Disease Control and Prevention, Atlanta: CDC; 2005

Chapter I: Introduction

activities, and lead-based paint hazards. Therefore, federal facilities are subject to the Disclosure Rule requirements.

In proposing penalties against federal agencies, EPA will consider the *Disclosure Rule Enforcement Response and Penalty Policy*. Before a penalty order becomes final, Section 16(a)(2) of TSCA, 15 USC § 2615(a)(2), requires the Administrator to provide the federal agency with notice and an opportunity for a formal hearing on the record in accordance with the Administrative Procedures Act. The *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits* at 40 CFR Part 22 set forth EPA's general rules of administrative practice governing the assessment of administrative penalties and require that, before a final order of the U.S. EPA's Environmental Appeals Board issued to a Federal agency becomes effective, the head of the department, agency, or instrumentality of the United States to which the order was issued may request a conference with the Administrator. 40 CFR §22.31(e).

Finally, although federal agencies are subject to the lead disclosure requirements, there may be unique complexities associated with cases against federal agencies. Thus, because of these complexities and because such cases may have major inter-agency implications that rise to a level of national attention, Regions generally should notify and consult with the Federal Facilities Enforcement Office prior to bringing an enforcement action. See *Appendix C* for a link to "Redelegation of Authority and Guidance on Headquarters Involvement in Regulatory Enforcement Cases".

IV. Structure of This Document

This document consists of two policies to guide civil enforcement actions for Disclosure Rule violations. The enforcement response policy in Chapters 3 and 4 addresses violations of the Disclosure Rule and provides guidelines for use in determining the appropriate enforcement response to such violations. The penalty policy in Chapters 5, 6, and 7 provides rational, consistent and equitable penalty calculation methodologies and guidance for use in applying the TSCA Section 16, 15 USC § 2615, statutory penalty factors to particular cases. The penalty policy sets forth the Agency's policy and internal guidelines for determining penalty amounts that: (1) should be sought in administrative actions filed under TSCA³ and (2) would be acceptable in settlement of administrative and judicial enforcement actions under TSCA. Together these policies are known as the *Disclosure Rule Enforcement Response and Penalty Policy (Disclosure Rule ERPP)*.

Violations of the Disclosure Rule are subject to civil penalties under Section 16(a) of the Toxic Substances Control Act (TSCA), 15 USC § 2615(a). Section 1018(b)(5) of Title X specifically states:

³ This Policy does not limit the penalty amount that may be sought; the United States may, in its discretion, continue to request a civil penalty up to the statutory maximum amount, and may litigate for the maximum amount justifiable on the facts of the case.

Chapter I: Introduction

It shall be a prohibited act under Section 409 of the Toxic Substances Control Act for any person to fail or refuse to comply with a provision of this section or with any rule or order issued under this section. For purposes of enforcing this section under the Toxic Substances Control Act, the penalty for each violation applicable under Section 16 of that Act shall be no more than \$10,000.⁴

Therefore, violations of the Disclosure Rule are prohibited acts under Section 409 of TSCA, 15 USC § 2689. Section 16 of TSCA states that any person who violates a provision of Section 409 shall be liable to the United States for a civil penalty.

⁴ The maximum penalty amount was adjusted to \$11,000 per violation under the *Civil Monetary Penalty Inflation Adjustment Rule*, 40 CFR Part 19 (1998), which increased, by ten percent, the civil penalties which can be assessed for violations occurring on or after July 28, 1997. Subsequent amendments to the *Civil Monetary Penalty Inflation Adjustment Rule* further provide for a 17.23% penalty increase for violations occurring on or after March 15, 2004, but the rule did not adjust the statutory maximum penalty amount which is still \$11,000 per violation at this time. 40 CFR Part 19 (2004)

Chapter 2: Summary of Rule and Requirements

The purpose of the Disclosure Rule is to ensure that individuals and families receive the information necessary to protect themselves and their families from lead-based paint and/or lead-based paint hazards. This information will help families and individuals make informed housing decisions to reduce their risk of exposure to lead-based paint and lead-based paint hazards.

The Disclosure Rule requires sellers, lessors and agents to comply with certain requirements when selling or leasing housing built before 1978 (target housing). For purposes of the Disclosure Rule, "seller" is defined as any entity that transfers legal title to target housing, in whole or in part. The Disclosure Rule defines "lessor" as any entity that offers target housing for lease, rent, or sublease. "Purchaser" is defined as an entity that enters into an agreement to purchase an interest in target housing under the Disclosure Rule. "Lessee" is defined as any entity that enters into an agreement to lease, rent, or sublease target housing. Finally, the Disclosure Rule defines "agent" as any party who enters into a contract with a seller or lessor, including any party who enters into a contract with a representative of the seller or lessor, to sell or lease target housing.

The Disclosure Rule requires that, before a purchaser or lessee is obligated under any contract to purchase or lease target housing, certain requirements must be met. These requirements include the following:

- Sellers and lessors must provide purchasers and lessees with an EPA-approved lead hazard information pamphlet;
- Sellers and lessors must disclose the presence of any known lead-based paint and/or lead-based paint hazards to the purchasers and lessees and to any agent;
- Sellers and lessors must provide purchasers and lessees with any available records or reports pertaining to the presence of lead-based paint and/or lead-based paint hazards in the target housing;
- Sellers must grant purchasers a 10-day period to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards, unless the parties mutually agree, in writing, upon a different period of time or the purchaser waives, in writing, the opportunity to conduct the risk assessment or inspection;
- Sellers and lessors must disclose information pertaining to lead-based paint and/or lead-based paint hazards as an attachment to a contract to sell target housing or as an attachment or within a contract to lease target housing in accordance with the Disclosure Rule requirements;
- Sellers, lessors and agents must retain a copy of each Disclosure Rule statement and certification for at least three years from completion of the transaction; and
- Each agent involved in any transaction to sell or lease target housing must ensure compliance with all requirements of the Disclosure Rule.

Chapter 2: Summary of Rule and Requirements

The Disclosure Rule does not apply to the following transactions:

- Sales of target housing at foreclosure;
- Leases of target housing that has been found to be lead-based paint free by an Inspector certified under the Federal program or under a federally accredited state or tribal certification program;
- Short term leases of 100 days or less, where no lease renewal or extension can occur;
- Lease renewals where the lessor previously met all disclosure requirements and the information pertaining to lead-based paint and/or lead-based paint hazards has not changed;
- The sale or lease of 0-bedroom dwellings; and
- The sale or lease of housing for the elderly or persons with disabilities (unless any child under six (6) years of age resides or is expected to reside in such target housing).

Chapter 3: Responsible Party / Appropriate Respondent

Chapter 3: Responsible Party / Appropriate Respondent

The individuals who must comply with the Disclosure Rule are sellers, lessors and agents who are involved in the selling or leasing of target housing. The Disclosure Rule specifically addresses the responsibilities of agents by requiring them to ensure compliance with the provisions of the law. Agents fulfill this requirement by informing sellers and lessors of their obligations and by making sure that these activities are completed by the seller, lessor, or the agent personally. The Disclosure Rule also identifies the affirmative duty of the sellers and lessors to disclose to their agents any known lead-based paint and/or lead-based paint hazards in target housing.

In determining the appropriate respondent(s) for the enforcement response, consideration should be given to the person(s) / entity(ies) with direct control over disclosure activities.

See *Appendix A* for examples of common responsible parties.

Chapter 4: Determining the Level of Action

When evidence supports an enforcement action, the Region should determine, using the criteria set forth below, which of the following responses is appropriate: a notice of noncompliance; a civil administrative complaint; a criminal referral; injunctive relief; or some combination of these actions.

I. Notices of Noncompliance

On a case-by-case basis EPA may determine that the issuance of a notice of noncompliance (NON) is the most appropriate response. Facts and circumstances will vary, but this enforcement response may be used when a violator has substantially complied with the requirements of the Disclosure Rule and timely disclosure has been made. For example, if an agent provided a purchaser with the 10-day opportunity to conduct an inspection and a copy of the lead pamphlet but failed to sign the disclosure form, a NON typically is the appropriate enforcement response. In addition, if the proposed penalty is \$1,000 or less following the application of downward penalty adjustment factors provided in this policy, EPA may issue a NON in lieu of seeking a penalty.

A NON should require a violator to take corrective action to comply with the Disclosure Rule. The type and nature of the corrective action will depend upon the specific violation(s). The NON also may require that action be taken by a certain date and that proof of its completion be submitted promptly to EPA.

II. Civil Administrative Complaints

A civil administrative complaint generally is the appropriate response to violations of the Disclosure Rule. Violators may be subject to civil penalties pursuant to TSCA Section 16. On September 10, 1980, EPA published the *Guidelines for Assessment of Civil Penalties Under Section 16 of the Toxic Substances Control Act; PCB Penalty Policy*, 45 Fed. Reg. 59771 (1980). This penalty system provides the general framework for civil penalty assessments under TSCA. It establishes standardized definitions and applications of factors that TSCA requires the Administrator to consider in proposing to assess a civil penalty. The TSCA penalty system also states that as regulations are developed, specific penalty guidelines will be developed adopting in detail the application of the general penalty system to the new regulation.

A civil administrative complaint may contain a proposed penalty that has been calculated pursuant to this policy. Alternatively, the complaint may specify the number of violations for which a penalty is sought, a brief explanation of the severity of each violation alleged, and a recitation of the statutory penalty authority applicable for each violation in the complaint. 40 CFR 22.14(a)(4). This "notice pleading" approach would not eliminate the need for EPA to specify a proposed penalty and explain how the proposed penalty was calculated in accordance with Section 16 of TSCA, but would postpone such requirement until after the filing of

Chapter 4: Determining the Level of Action

prehearing information exchanges, at which time each party shall have exchanged all factual information considered relevant to the assessment of a penalty. 40 CFR 22.19(a)(4).

An administrative action should result in an enforceable agreement and the assessment of a penalty. Before a penalty order becomes final, Section 16(a)(2)(A) of TSCA, 15 USC § 2615(a)(2)(A), requires the Administrator to provide each respondent with notice and an opportunity for a formal hearing in accordance with the Administrative Procedures Act. EPA's general rules of administrative practice governing the assessment of administrative penalties are set forth in 40 CFR Part 22, entitled *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits*.

III. Criminal Sanctions

In addition to being subject to the various types of civil sanctions, any person who knowingly or willfully violates any provision of Section 409 of TSCA is subject to misdemeanor criminal sanctions. See, Section 16(b) of TSCA, 15 USC § 2615(b). These sanctions include imprisonment for not more than one year, as well as a criminal fine of not more than \$25,000 for each day of violation.⁵ Disclosure Rule violations which are especially egregious in nature – in terms of the threat of harm, or the level of culpability, or both – should be brought to the attention of EPA's Criminal Investigation Division. This Division will determine whether to exercise its discretion to pursue a criminal investigation and, where appropriate, to refer the matter to the United States Department of Justice (DOJ) for a prosecutorial determination.

IV. Injunctive Relief

The EPA may obtain injunctive relief by requesting the legal support of DOJ. DOJ may make an application for injunctive relief in U.S. district court under TSCA Section 17(a), 15 USC § 2616(a), to direct a violator to comply with the Disclosure Rule. In addition to requesting such relief, DOJ, on EPA's behalf, also may request that the court use its general equity powers to compel a violator of the Disclosure Rule to abate the lead-based paint and/or lead-based paint hazards in the target housing.

V. Multiple Remedies

There may be circumstances where more than one enforcement response is appropriate.

Criminal Sanctions: The law is well settled that simultaneous civil and criminal enforcement proceedings are legally permissible. The Regions may conduct parallel proceedings where appropriate.

⁵ As modified by the Alternative Fines Act, 18 USC § 3571, an individual could be fined up to \$100,000 for a violation that does not result in death, or an amount calculated according to the loss to a victim or the gain by the defendant, whichever is greater. Organizations may be fined up to \$200,000 per count.

Chapter 4: Determining the Level of Action

Civil Administrative Penalty and Injunctive Relief: There may be instances in which the concurrent filing of a civil administrative complaint and a request for injunctive relief is appropriate.

The use of multiple responses depends on the facts and circumstances of each case.

Chapter 5: Calculating the Proposed Penalty

In determining the amount of any civil penalty for violations of the Disclosure Rule, Section 16 of TSCA requires EPA to take into account the nature, circumstances, extent, and gravity of the violation or violations alleged and, with respect to the violator, ability to pay, effect on ability to continue to do business, any history of prior such violations, the degree of culpability, and such other matters as justice may require (i.e., the "TSCA statutory penalty factors"). In developing a proposed penalty, EPA will take into account the particular facts and circumstances of each case, with specific reference to the TSCA statutory penalty factors. This ERPP follows the general framework described in EPA's *Guidelines for Assessment of Civil Penalties Under Section 16 of the Toxic Substances Control Act; PCB Penalty Policy*, 45 Fed. Reg. 59771 (1980) (TSCA Civil Penalty Guidelines) and includes an analysis of the TSCA statutory penalty factors, as well as guidance on their application to particular Disclosure Rule violations. In this manner, this ERPP provides a rational, consistent and equitable penalty calculation methodology for applying the TSCA statutory penalty factors to Disclosure Rule violations in civil enforcement cases. See *Appendix C* for a link to the TSCA Civil Penalty Guidelines.

Gravity refers to the overall seriousness of the violation. To determine the gravity-based penalty, the following factors are considered:

- the "nature" of the violation;
- the "circumstances" of the violation; and
- the "extent" of harm that may result from a given violation.

These factors are incorporated into a penalty matrix that specifies the appropriate gravity-based penalty. See *Appendix B*.

Once the gravity-based penalty has been determined, upward or downward adjustments may be made to that penalty amount by considering other factors, including the following:

- the violator's ability to pay/ability to continue in business;
- the violator's history of prior violations;
- the violator's degree of culpability;
- voluntary disclosure of violations by the violator; and
- such other factors as justice may require.

These adjustments are discussed in more detail in Chapter 7.

I. Nature

The TSCA Civil Penalty Guidelines discuss the "nature" of the violation as the essential character of the violation and incorporate the concept of whether the violation is of a chemical control, control-associated data gathering, or hazard assessment nature. The requirements of

Chapter 5: Calculating the Proposed Penalty

40 CFR Part 745, Subpart F, are most appropriately characterized as "hazard assessment" in nature. The Disclosure Rule requirements are designed to provide potential purchasers and lessees of target housing with information that will permit them to weigh and assess the risks presented by the actual or possible presence of lead-based paint and/or lead-based paint hazards in the target housing they might purchase or lease. This information is vital to purchasers and lessees to make an informed decision about whether to reside in target housing because of the potential risk to all inhabitants and particularly to young children and/or pregnant women residing in that target housing. The "nature" of the violation will have a direct effect on the measure used to determine which "circumstances" and "extent" categories are selected on the gravity-based penalty matrix in *Appendix B*.

II. Circumstances

The "circumstances" reflect the probability of harm resulting from a particular type of violation. For a Disclosure Rule violation, the harm is associated with the failure to disclose information on lead-based paint and/or lead-based paint hazards. Therefore, the primary circumstance to be considered is the purchaser's or lessee's ability to properly assess and weigh the factors associated with human health risk when purchasing or leasing target housing. The greater the deviation from the regulations (such as no disclosure), the greater the likelihood that the purchaser or lessee will be uninformed about the hazards associated with lead-based paint and, consequently, the greater the likelihood of harm due to exposure to lead-based paint and/or lead-based paint hazards.

The following system ranks potential violations using six levels that factor in compliance with the disclosure requirements and the level of potential harm associated with the purchaser's or lessee's lack of knowledge of lead-based paint and/or lead-based paint hazards in the target housing. For purposes of this penalty policy, the specific violations of the Disclosure Rule have been characterized as follows:

- | | |
|-----------------|---|
| Levels 1 and 2: | Violations having a high probability of impairing the purchaser's or lessee's ability to assess the information required to be disclosed. |
| Levels 3 and 4: | Violations having a medium probability of impairing the purchaser's or lessee's ability to assess the information required to be disclosed. |
| Levels 5 and 6: | Violations having a low probability of impairing the purchaser's or lessee's ability to assess the information required to be disclosed. |

III. Extent

The term "extent" is used to consider the degree, range, or scope of the violation's potential for harm. In the context of the Disclosure Rule, the measure of the extent of harm will focus on the overall intent of the rule, which is to prevent childhood lead poisoning. For example, the potential for harm from the failure to disclose known lead-based paint and/or lead-

Chapter 5: Calculating the Proposed Penalty

based paint hazard information to the purchaser or lessee of target housing would be considered "major" if risk factors are high for exposure. TSCA Civil Penalty Guidelines provide the following definitions for the three extent categories:

- Major: Potential for "serious" damage to human health or the environment.
- Significant: Potential for "significant" damage to human health or the environment.
- Minor: Potential for a "lesser" amount of damage to human health or the environment.

Therefore, specific violations of the Disclosure Rule requirements have been characterized as "major," "significant," or "minor" in extent. Under the Disclosure Rule, the extent factor is based on two measurable facts:

- the age of any children who live in the target housing; and
- whether a pregnant woman lives in the target housing.

Age of child(ren) living in target housing: Any individual can be adversely affected by the presence of lead-based paint and/or lead-based paint hazards in target housing. The most serious reactions may include nausea, vomiting, seizures, coma or death as a result of lead poisoning. Children under the age of six are most likely to be adversely affected and to exhibit other long-term effects of exposure to lead, based on habits (particularly hand-to-mouth activity) and vulnerability due to their continuing physical development. As children mature into adults, they are less affected by the presence of lead. The age factor will be determined by the age of the youngest individual residing in the target housing at the time the violation occurred or the youngest individual in the family that is purchasing or leasing the target housing.

If complainant knows or has reason to believe that a child under the age of six is present, then for purposes of proposing a gravity-based penalty, the major extent category may be used. Where the age of the youngest individual is not known, or a respondent is able to demonstrate to EPA's satisfaction that the youngest individual residing in or to be residing in the target housing at the time of the violation was at least six years of age and less than 18 years of age, then EPA may use a significant extent factor. Where a respondent is able to demonstrate to EPA's satisfaction that no individuals younger than eighteen years of age were residing in or to be residing in the target housing at the time of the violation, then EPA may use a minor extent factor.

Pregnant women living in target housing: Pregnant women are also very susceptible to the dangers of lead-based paint and/or lead-based paint hazards. Lead exposure before or during pregnancy can alter fetal development and cause miscarriages. If EPA determines that a pregnant woman resided in or was purchasing/leasing the target housing at the time violation occurred, then a major extent is appropriate.

Chapter 5: Calculating the Proposed Penalty

IV. Economic Benefit of Noncompliance

A seller, lessor or agent who has violated the Disclosure Rule may not profit from his/her violative acts. Based on the Agency's 1984 Policy on Civil Penalties, the Agency should eliminate economic incentives for noncompliance by recapturing any significant economic benefit of noncompliance that accrues to a violator from noncompliance with the law. See *Appendix C for a link to this policy*. If, after the penalty is paid, violators still profit by violating the law, there is little incentive to comply. Therefore, it is incumbent on all enforcement personnel to consider economic benefit. Economic benefit can result from a violator delaying or avoiding compliance costs, or when a violator achieves an illegal competitive advantage through its noncompliance. The compliance costs per unit to comply with the Disclosure Rule are generally low, and economic benefit of noncompliance is not usually included in proposed penalties. However, on a case-by-case basis EPA may determine that an economic advantage has been gained and a penalty for economic benefit should be sought.⁶

⁶ Section 1018 of Title X also allows the purchaser or lessee to bring a civil action for damages and the court may award treble damages, court costs, reasonable attorney fees, and expert witness fees if that party prevails.

Chapter 6: Determining the Number of Violations

Each requirement of the Disclosure Rule is a separate and distinct requirement and a failure to comply with any requirement is a violation of the Disclosure Rule. In order to determine whether a violation of the Disclosure Rule has occurred, the applicable requirements must be reviewed to determine which regulatory provisions have been violated. For example, each lessor who is leasing target housing must comply with each of the Disclosure Rule requirements of 40 CFR §§ 745.107(a), 745.113(b) and § 745.113(c) including:

- Provide the lessee with an EPA-approved lead hazard information/pamphlet;
- Disclose to the lessee the presence of any known lead-based paint and/or lead-based paint hazards;
- Disclose to each agent the presence of any known lead-based paint and/or lead-based paint hazards and the existence of any available records or reports pertaining to lead-based paint and/or lead-based paint hazards;
- Provide to the lessee any available records or reports pertaining to lead-based paint and/or lead-based paint hazards in the target housing;
- Include, as an attachment or within each contract to lease target housing, the Lead Warning Statement;
- Include, as an attachment or within each contract to lease target housing, a statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards or indicating no knowledge of lead-based paint and/or lead-based paint hazards;
- Include, as an attachment or within each contract to lease target housing, a list of any records or reports available to the lessor that pertain to lead-based paint and/or lead-based paint hazards or indicate that no such records or reports are available;
- Include, as an attachment or within each contract to lease, a statement by the lessee affirming receipt of the required information;
- Include, as an attachment or within each contract to lease, a statement by any agent(s) involved in the transaction to lease target housing that such agent(s) has informed the lessor of the lessor's obligations and that the agent(s) is aware of his/her duty to ensure compliance;
- Include, as an attachment or within each contract to lease target housing, signatures and dates of the lessor, agent, and lessee certifying to the accuracy of their statements; and
- Retain a copy of the completed disclosure records for no less than three years from the commencement date of the lease.

Each seller must comply with each of the Disclosure Rule requirements of 40 CFR §§ 745.107(a), 745.113(a) and 745.113(c), which are similar to the requirements for lessors except that the seller must include the disclosure information as an attachment and does not have the option to include the disclosure information within the contract to sell target housing. The seller must also comply with 40 CFR § 745.110, which requires the seller to give the purchaser an opportunity to conduct an inspection or a risk assessment.

Chapter 6: Determining the Number of Violations

Each agent is required by 40 CFR § 745.115(a) to inform the seller or lessor of his/her obligations under 40 CFR §§ 745.107, 745.110, and 745.113; and to ensure that the seller or lessor has performed all activities under these sections, or to personally ensure such compliance. Agents, like sellers and lessors, are required by 40 CFR § 745.113(c) to retain records of sales and lease transactions for three years.

For each transaction reviewed, there may be evidence that a seller, lessor and/or agent has violated one or more of the applicable requirements. After identifying which violations are appropriate to pursue for an individual real estate transaction, based on the applicable regulatory requirements, the next step is to determine the number of real estate transactions in which violations occurred. For purposes of this policy, the term "real estate transaction" refers to those business dealings that result in an agreement between either a lessor/agent and a lessee or a seller/agent and purchaser for target housing. Each real estate transaction is a "stand alone" transaction; therefore, the penalty for each violation found in each individual transaction should be assessed separately. The number of lease agreements or sales contracts reviewed determines the number of real estate transactions involved in a particular case.

For example, if a lessor owns eight target housing units in an apartment building and EPA has evidence that the lessor fails to comply with the Disclosure Rule when leasing each of these units, the lessor generally should be held liable for violating the applicable Disclosure Rule requirements in each of the eight transactions. When the civil administrative complaint is filed against the lessor, all eight transactions should be included in the same complaint. In this case, the total gravity-based penalty would be the sum of the penalties for violations of all applicable requirements for each of the eight transactions.

Chapter 7: Adjustment Factors

Section 16(a)(2)(B) of TSCA, 15 USC § 2615(a)(2)(B), describes the factors that EPA must consider in determining the amount of the civil penalty. As discussed in Chapter 5, EPA must consider the nature, circumstances, extent, and gravity of the violation. With respect to the violator, EPA must consider: the ability to pay/ability to continue to do business; any history of prior such violations; the degree of culpability; and other factors as justice may require.⁷ Sections IV and V of this chapter include brief discussions of adjustments for supplemental environmental projects and voluntary self-disclosure that are available under other EPA policies.

EPA ordinarily should make all appropriate upward adjustments of the penalty amount prior to issuance of the proposed penalty, while downward adjustments generally should not be made until after the proposed penalty has been issued, at which time the burden of persuasion that downward adjustment is proper should be placed on the respondent. Unless otherwise noted these factors may be considered either during settlement negotiations or litigation.

I. Ability to Pay/Continue in Business

Section 16 of TSCA requires that the violator's ability to pay the proposed civil penalty be considered as a statutory factor in determining the amount of the penalty. Absent proof to the contrary, EPA can establish a respondent's ability to pay with circumstantial evidence relating to a company's size and sales. The TSCA Civil Penalty Guidelines state that the EPA generally will not request penalties that are clearly beyond the financial means of the violator.

To determine the amount of the proposed penalty in relation to a person's ability to pay, the case team should review publicly available information, such as Dun and Bradstreet reports, a company's filings with the Securities and Exchange Commission (when appropriate) or other available financial reports before issuing the complaint. In determining the amount of a penalty for a violator when financial information is not publicly available, relevant facts obtained from the sales contract or lease (such as the sale or lease amount of the dwelling) or the number of dwellings owned or leased by the violator, may offer insight regarding the violator's ability to pay the penalty.

If a violator raises ability to pay as a defense in its answer or in the course of settlement negotiations, EPA generally should request the following types of information:

- The last three to five years of tax returns;
- Balance sheets;
- Income statements;
- Statements of changes in financial position;
- Statement of operations;

⁷ Under unusual circumstances there may be other factors not identified herein that must be considered to reach a just resolution.

Chapter 7: Adjustment Factors

- Information on business and corporate structure;
- Retained earnings statements;
- Loan applications, financing agreements, security agreements;
- Annual and quarterly reports to shareholders and the SEC, including 10K reports; and
- Statements of assets and liabilities.

In appropriate circumstances EPA may seek a penalty that might prevent a violator from continuing in business. For example, even when there is an inability to pay, it is unlikely that EPA would reduce a penalty when a seller, lessor, or agent has refused to correct a serious violation or when a seller, lessor, or agent has a long history of violations. This long history would demonstrate that a less severe measure (i.e., a penalty reduction) has been ineffective.

II. History of Prior Violations

When a violator has a history of prior violations of the Disclosure Rule, the proposed penalty should be adjusted upward by a maximum of 25% in accordance with the TSCA Civil Penalty Guidelines. The need for such an upward adjustment derives from the violator not having been sufficiently motivated to comply with the Disclosure Rule by the penalty assessed for the previous violation(s).

For the purpose of this policy, EPA interprets "prior violations" to mean any prior violation(s) of the Disclosure Rule. The following guidelines apply in evaluating the history of such violations:

(1) To constitute a prior violation: (a) the prior violation should have resulted in a consent agreement and final order (CAFO), consent decree, default judgment, non-consensual civil judgment or criminal conviction; and (b) the resulting order / judgment / conviction should have been entered or executed within five calendar years prior to the date the subsequent violation occurred. Receipt of payment made to the U.S. Treasury can be used as evidence constituting a prior violation, regardless of whether a respondent admitted to the violation and/or entered into a CAFO. Issuance of a Notice of Noncompliance does not constitute a prior violation for purposes of this policy.

(2) Two or more corporations or business entities owned by, or affiliated with, the same parent corporation or business entity may not necessarily affect each other's history (such as with independently-owned franchises) if they are substantially independent of one another in their management and in the functioning of their Boards of Directors. EPA reserves the right to request, obtain, and review all underlying and supporting financial documents that form the basis of these records to verify their accuracy. If the violator fails to provide the necessary information and the information is not readily available through other sources, then EPA is entitled to rely on the information it does have in its control or possession.

Chapter 7: Adjustment Factors

(3) In the case of wholly-owned subsidiaries, the parent corporation's history of violation applies to all of its subsidiaries. The history of violation for a wholly-owned subsidiary will apply to the parent corporation.

III. Degree of Culpability

This factor may be used only to raise a penalty. TSCA is a strict liability statute for civil actions, so culpability is irrelevant to the determination of legal liability. However, this does not render the violator's culpability irrelevant in assessing an appropriate penalty. Knowing or willful violations generally reflect an increased culpability on the part of the violator and may even give rise to criminal liability. The culpability of the violator should be reflected in the amount of the penalty, which may be increased by up to 25% for this factor.

In assessing the degree of culpability, all of the following points should be considered:

- the degree of control the violator had over the events constituting the violation;
- any actual knowledge of the presence of lead-based paint and/or lead-based paint hazards in the target housing being leased or sold;
- the level of sophistication of the violator in dealing with compliance issues; and
- the extent to which the violator knew of the legal requirement that was violated (for example, did the violator receive a NON or was the requirement to disclose information pertaining to lead-based paint and/or lead-based paint hazards contained in an abatement order received by the violator).

IV. Supplemental Environmental Projects

Supplemental Environmental Projects (SEPs) are environmentally beneficial projects which a respondent agrees to undertake in settlement of an environmental enforcement action, but which the respondent is not otherwise legally required to perform. SEPs are only available in negotiated settlements.

EPA has broad discretion to settle cases with appropriate penalties. Evidence of a violator's commitment and ability to perform the proposed SEP is a relevant factor for EPA to consider in establishing an appropriate settlement penalty. The SEP Policy, effective May 1, 1998, defines categories of projects that may qualify as SEPs and establishes procedures for calculating the cost of the SEP and the percentage of that cost which may be applied as a mitigating factor in determining an appropriate settlement amount. See Appendix C for links on EPA's website to the current version of the SEP Policy and the November 23, 2004 memo entitled "Supplemental Environmental Projects in Administrative Enforcement Matters Involving Section 1018 Lead-Based Paint Cases". EPA should ensure that the inclusion of any SEP in settlement of an enforcement action is consistent with the SEP Policy in effect at the time of the settlement. Examples of potential SEPs are listed in Appendix D.

Chapter 7: Adjustment Factors

V. Voluntary Disclosure of Violations before an Inspection, Investigation, or Tip / Complaint

The civil penalties that are calculated on the basis of the factors in Chapter 5 of this policy may be reduced or eliminated in negotiated settlements if the violator voluntarily discloses the violations to EPA before EPA receives any information about the violation or initiates an inspection or investigation.

A. Audit Policy

A seller, lessor, or agent who conducts an audit and voluntarily self-discloses any violations of the Disclosure Rule under the *Incentives for Self-Policing: Discovery, Disclosure, Correction and Prevention of Violations*, 65 Fed. Reg. 19618, April 11, 2000 (Audit Policy) may be eligible for a reduction of up to 100% of the gravity-based penalty if all the criteria established in the Audit Policy are met. See *Appendix C* for a link to the Audit Policy. Reference should be made to that document to determine whether a regulated entity qualifies for this penalty mitigation.

B. Small Business Policy

A business with fewer than 100 employees also may be eligible for elimination of the entire gravity-based penalty under the *EPA's Policy on Compliance Incentives for Small Business* (Small Business Policy) (June 10, 1996). Under the Small Business Policy, a business with fewer than 100 employees is eligible for elimination of the penalty if the violations were discovered as a result of the violator's participation in the compliance assistance program or the conduct of a voluntary self-audit and the violator meets all the criteria listed in the Small Business Policy. See *Appendix C* for a link to the Small Business Policy. Reference should be made to that document to determine whether a regulated entity qualifies for this penalty mitigation.

C. Self-Disclosure

If a violator self-discloses a violation of the Disclosure Rule but does not qualify for consideration under either the Audit Policy or the Small Business Policy, the proposed civil penalty amount may still be reduced for such voluntary disclosure. To encourage voluntary disclosure of Disclosure Rule violations, EPA may make a penalty reduction of up to 25%. An additional penalty reduction up to 25% (for a total of up to a 50% reduction) may be given to those violators who report the potential violation to EPA within 30 days of discovery.

The reduction for voluntary disclosure and immediate disclosure may be made prior to issuing the complaint.

VI. Other Unique Factors

This policy allows an adjustment in settlement for other factors that may arise on a case-by-case basis.

Chapter 7: Adjustment Factors

A. Potential for Harm Due to Risk of Exposure

EPA may mitigate the proposed penalty based on information regarding the potential risk of exposure to lead-based paint and/or lead-based paint hazards in the target housing where the violation(s) allegedly occurred.

(1). No Known Risk of Exposure

EPA may adjust the proposed penalty downward by up to 95% if the violator provides EPA with appropriate documentation (such as reports of lead inspections conducted in accordance with HUD Guidelines for Assessment of Lead-Based Paint and Lead-Based Paint Hazards in Target Housing) that clearly demonstrates that the target housing is found by a certified inspector to have been lead-based paint free at the time of the alleged violation.⁸ See *Appendix C* for a link to the HUD Guidelines.

(2). Reduced Risk of Exposure

In the absence of evidence of lead-based paint hazards, including soil and/or dust lead hazards, EPA may adjust the proposed penalty downward if the violator provides appropriate documentation of a reduced risk of exposure.⁹ The maximum penalty reductions discussed below generally will be available only for those properties where a lead paint risk assessment has documented that there are no lead-based paint hazards.

EPA may adjust the proposed penalty downward by up to 50% if the violator provides documentation that clearly demonstrates that the target housing was interior lead-based paint free¹⁰ in accordance with applicable state and/or local requirements at the time the alleged violation occurred. Where state/local requirements allow for further subcategories, such as lead-based paint free apartment units without lead-based paint free certification in common areas, then the amount of penalty reduction will be less than 50%.

EPA may adjust the proposed penalty downward by up to 40% if the violator provides documentation that clearly demonstrates that a significant potential source of lead-based paint hazards in the target housing was removed prior to the alleged violations (e.g., windows including window frames were replaced, thereby eliminating lead-based paint on a friction surface).

⁸ If the lead-based paint free certification occurred before the date of the lease transaction, the transaction would have been exempt from the regulation. If the lead-based paint free certification occurred prior to the date of a sales transaction, the regulatory requirement to disclose still would have applied.

⁹ If the lead-based paint free certification occurred before the date of the lease transaction, the transaction would have been exempt from the regulation. If the lead-based paint free certification occurred prior to the date of a sales transaction, the regulatory requirement to disclose still would have applied.

¹⁰ The term interior lead-based paint free refers to the entire interior including common areas.

Chapter 7: Adjustment Factors

EPA may adjust the proposed penalty downward by up to 25% if the violator provides documentation that clearly demonstrates that the target housing was free of lead-based paint hazards at the time the alleged violation occurred (e.g., encapsulation was done or no lead-based paint hazards were found in a hazard assessment done in accordance with all applicable federal, state and local requirements). For each year that elapsed between the time at which the evidence demonstrated that the target housing was free of lead-based paint hazards and the occurrence of the alleged violation, the amount of the adjustment generally will decrease by approximately 5%, so that generally there will be no downward penalty adjustment for hazard reduction after five years.

The overall amount of penalty reduction given for reduced risk will be determined on a case-by-case basis and will depend on a number of variables, including, but not limited to: the scope of work; how the work was conducted (e.g., were lead safe work practices used) and financed; the timing, permanence, demonstrated effectiveness, and actual outcome of the risk reduction; and requirements of federal, state, and local laws, including pre-existing enforcement actions. In order to determine whether an activity presents a reduced risk of exposure, EPA may require additional documentation and/or analytical sampling by the violator, such as clearance testing.

B. Litigation Risk

When developing its settlement position, complainant should evaluate every penalty with a view toward the potential for litigation and attempt to ascertain the maximum civil penalty the court or administrative law judge is likely to award if the case proceeds to hearing or trial. The complainant should take into account, inter alia, the inherent strength of the case and the potential strength of the violator's equitable and legal defenses.¹¹

Downward adjustments of the proposed penalty for settlement purposes may be warranted depending on the Complainant's assessment of these litigation considerations. The extent of the adjustments will depend on the specific litigation considerations presented in any particular case. EPA should still obtain a penalty sufficient to remove any economic incentive for violating applicable TSCA requirements. The memorandum signed by James Strock on August 9, 1990, "Documenting Penalty Calculations and Justifications of EPA Enforcement Actions," discusses further the requirements for legal and factual "litigation risk" analyses. See Appendix C for a link to this memorandum.

C. Attitude

In cases where a settlement is negotiated prior to a hearing, after other factors have been applied as appropriate, EPA may reduce the resulting adjusted proposed civil penalty by an additional amount of up to 30% for attitude, if the circumstances warrant. In addition to creating an incentive for cooperative behavior during the compliance evaluation and

¹¹ The resource outlay involved in litigating a case should not be a determining factor in adjusting a penalty to avoid litigation, but may be considered in addition to such other factors as may exist.

Chapter 7: Adjustment Factors

enforcement process, this adjustment factor further reinforces the concept that respondents face a significant risk of higher penalties in litigation than in settlement. The attitude adjustment has three components: (1) cooperation; (2) immediate steps taken to comply with the Disclosure Rule; and (3) early settlement.

- (1). EPA may reduce the adjusted proposed penalty up to 10% based on a respondent's cooperation throughout the entire compliance monitoring, case development, and settlement process.
- (2). EPA may also reduce the adjusted proposed penalty up to 10% for a respondent's immediate good faith efforts to comply with the Disclosure Rule and the speed and completeness with which it comes into compliance.
- (3). EPA may reduce the adjusted proposed penalty up to 10% if the case is settled before the filing of pre-hearing exchange documents.

Appendices

Appendix A Responsible Party Examples

This appendix gives examples of parties who may meet the regulatory definition of agent¹² and therefore need to comply with the Disclosure Rule. This is not intended to be a complete or exhaustive list.

Listing Real Estate Agency (Listing Agent): Traditionally, the real estate agency enters into a direct contract with the seller or lessor for the right (exclusive or otherwise) to represent the seller. The contract states the terms of compensation in the amount of a set percentage of the sale price in consideration of the time and effort expended by the broker (real estate agency) on behalf of the seller and in further consideration of the advice and counsel provided to the seller. Thus, real estate agencies may be agents under the Disclosure Rule, and as such would be responsible for ensuring compliance with the Disclosure Rule.

Where an agency is the agent, the Disclosure Rule requirement for signature of an agent may be satisfied by a signature from any sales associate and/or broker who is in a contractual relationship with the seller or lessor for the purpose of selling or leasing target housing.

Selling Real Estate Agency (Selling Agent): The residential real estate sales contract traditionally is brokered between a listing real estate agency that represents the seller, and a selling real estate agency that represents the purchaser. Both agencies are generally paid their commissions by the seller. The listing and selling real estate agencies generally have sales associates who share their sales commission with the real estate agency and all may be agents in a sale or lease of target housing.

Buyer's Agent: Any representative compensated solely by the purchaser is not an agent for the purposes of the Disclosure Rule.

Contract Service Provider: If a seller does not use the services of a real estate agency, but instead handles the transaction personally with the help of a contract service provider, and one responsibility of the contract service provider is to ensure that all the proper documents are used, completed and signed, the contract service provider is an agent and is responsible for ensuring compliance with the Disclosure Rule.

Property Management Firm: Where a property management firm enters into a contract with a seller or lessor for the purpose of selling or leasing target housing and where the firm's duties include ensuring that the parties properly execute all sales and leases, the property management firm may be an agent for purposes of the Disclosure Rule.

¹² Agent means any party who enters into a contract with a seller or lessor, including any party who enters into a contract with a representative of the seller or lessor, for the purpose of selling or leasing target housing. This term does not apply to purchasers or any purchaser's representative who receives all compensation from the purchaser.

Resident Manager: Where a resident manager is an independent contractor who has entered into a contract with a seller or lessor for the purpose of selling or leasing target housing and the duties of the resident manager include ensuring that the parties properly execute all sales and leases, then the resident manager is an agent for the purposes of the Disclosure Rule.

Locator Service: An entity or individual that locates target housing for a lessee and neither contracts with nor is in any way compensated by the lessor is not an agent for the purposes of the Disclosure Rule.

Appendix B Penalty Matrices

Appendix B Penalty Matrices

Circumstance Level	Disclosure Rule Violation
Components of Full Disclosure	
Level 1	Seller, Lessor, and Agent Requirement: Failure to provide purchaser or lessee EPA-approved lead hazard information/pamphlet pursuant to 40 CFR § 745.107(a)(1)
Level 1	Seller, Lessor, and Agent Requirement: Failure to disclose to purchaser or lessee the presence of any known lead-based paint and/or lead-based paint hazards in the target housing pursuant to 40 CFR § 745.107(a)(2)
Level 1	Seller and Lessor Requirement: Failure to disclose to each agent the presence of any known lead-based paint and/or lead-based paint hazards in the target housing and the existence of any available records or reports pertaining to lead-based paint and/or lead-based paint hazards pursuant to 40 CFR § 745.107(a)(3)
Level 1	Seller, Lessor, and Agent Requirement: Failure to provide purchaser or lessee any records or reports available to the seller or lessor pertaining to lead-based paint and/or lead-based paint hazards in the target housing pursuant to 40 CFR § 745.107(a)(4)
Warning Statements	
Level 2	Seller and Agent Requirement: Failure to include, as an attachment to a contract to purchase target housing, the Lead Warning Statement pursuant to 40 CFR § 745.113(a)(1)
Level 3	Seller and Agent Requirement: Failure to include, as an attachment to a contract to purchase target housing, a statement by the seller disclosing the presence of known lead-based paint and/or lead-based paint hazards or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards pursuant to 40 CFR § 745.113(a)(2)
Level 2	Lessor and Agent Requirement: Failure to include, as an attachment or within the contract to lease target housing, the Lead Warning Statement pursuant to 40 CFR § 745.113(b)(1)
Level 3	Lessor and Agent Requirement: Failure to include, as an attachment or within the contract to lease target housing, a statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards pursuant to 40 CFR § 745.113(b)(2)
Opportunity to Conduct Inspection	
Level 3	Seller and Agent Requirement: Failure to permit the purchaser a 10-day period to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards or to obtain the purchaser's waiver of such opportunity in writing pursuant to 40 CFR § 745.110

Appendix B Penalty Matrices

Circumstance Level	Disclosure Rule Violation
Certification and Acknowledgment	
Level 5	Seller and Agent Requirement: Failure to include, as an attachment to a contract to purchase target housing, a list of any records or reports available to the seller that pertain to the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or to indicate that no such records are available pursuant to 40 CFR § 745.113(a)(3)
Level 4	Seller and Agent Requirement: Failure to include, as an attachment to a contract to purchase target housing, a statement by the purchaser affirming receipt of the information required by 40 CFR §§ 745.113(a)(2) and (a)(3) and the lead hazard pamphlet required under 15 USC § 2696 (sic, misprint should read § 2686) as specified in 40 CFR § 745.113(a)(4)
Level 4	Seller and Agent Requirement: Failure to include, as an attachment to a contract to purchase target housing, a statement by the purchaser that he/she has either had an opportunity to conduct risk assessment or inspection or has waived the opportunity to do so pursuant to 40 CFR § 745.113(a)(5)
Level 5	Agent Requirement; Failure to include, as an attachment to a contract to purchase target housing, a statement by one or more agents involved in the transaction to sell target housing that the agent(s) has informed the seller of the seller's obligations and that the agent(s) is aware of his/her duty to ensure compliance with the Disclosure Rule pursuant to 40 CFR § 745.113(a)(6)
Level 5	Lessor and Agent Requirement: Failure to include, as an attachment or within a contract to lease target housing, a list of any records or reports available to the lessor that pertain to the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or to indicate that no such records are available pursuant to 40 CFR § 745.113(b)(3)
Level 4	Lessor and Agent Requirement: Failure to include, as an attachment or within a contract to lease target housing, a statement by the lessee affirming receipt of the information required by 40 CFR §§ 745.113(b)(2) and (b)(3) and the lead hazard pamphlet required under 15 USC § 2696 (sic, misprint should read § 2686) as specified in 40 CFR § 745.113(b)(4)
Level 5	Agent Requirement: Failure to include, as an attachment or within a contract to lease target housing, a statement by one or more agents involved in the transaction to lease target housing that the agent(s) has informed the lessor of the lessor's obligations and that the agent(s) is aware of his/her duty to ensure compliance with the Disclosure Rule pursuant to 40 CFR § 745.113(b)(5)

Appendix B Penalty Matrices

Circumstance Level	Disclosure Rule Violation
	Failure to Retain Records/Signatures and Dates
Level 6	Seller and Agent Requirement: Failure to include, as an attachment to a contract to purchase target housing, the signatures of the sellers, agents and purchasers certifying to the accuracy of their statements, as well as dates of said signatures, pursuant to 40 CFR § 745.113(a)(7)
Level 6	Lessor and Agent Requirement: Failure to include, as an attachment or within a contract to lease target housing, the signatures of the lessors, agents and lessees certifying to the accuracy of their statements, as well as dates of said signatures, pursuant to 40 CFR § 745.113(b)(6)
Level 6	Seller, Lessor, and Agent Requirement: Failure to retain a copy of the completed disclosure records for no less than three years from the commencement date of the lease or the completion date of the sale pursuant to 40 CFR § 745.113(c)(1)

Extent Category Matrix

Occupant of the target housing is:	A child under 6 years of age, or a pregnant woman	A child 6 years of age or older but less than 18 years of age or age of occupant not provided	18 years of age or older
Extent:	Major	Significant	Minor

Appendix B Penalty Matrices

Gravity-Based Penalty Matrix¹³

for violations occurring on or after March 15, 2004

The gravity based penalty, a function of the nature, circumstances, and extent of each violation, is guided by the following matrix.

Circumstance	Major Extent	Significant Extent	Minor Extent
HIGH Level 1	\$11,000	\$7,740	\$2,580
Level 2	\$10,320	\$6,450	\$1,550
MEDIUM Level 3	\$7,740	\$5,160	\$770
Level 4	\$5,160	\$3,220	\$520
LOW Level 5	\$2,580	\$1,680	\$260
Level 6	\$1,290	\$640	\$130

Gravity-Based Penalty Matrix¹⁴

for violations occurring on or before March 14, 2004

The gravity based penalty, a function of the nature, circumstances, and extent of each violation, is guided by the following matrix.

Circumstance	Major Extent	Significant Extent	Minor Extent
HIGH Level 1	\$11,000	\$6,600	\$2,200
Level 2	\$8,800	\$5,500	\$1,320
MEDIUM Level 3	\$6,600	\$4,400	\$660
Level 4	\$4,400	\$2,750	\$440
LOW Level 5	\$2,200	\$1,430	\$220
Level 6	\$1,100	\$550	\$110

¹³ This matrix takes into consideration the *Civil Monetary Penalty Inflation Adjustment Rule*, 40 CFR Part 19 (2004).

¹⁴ This matrix takes into consideration the *Civil Monetary Penalty Inflation Adjustment Rule*, 40 CFR Part 19 (1998).

Appendix C Internet References for Policy Documents

Appendix C Internet References for Policy Documents

EPA maintains a website with copies of applicable policies and other useful information

EPA Home Page:

<http://www.epa.gov>

Compliance and Enforcement Home Page:

<http://www.epa.gov/compliance/>

EPA's 1984 Civil Penalty Policy:

<http://www.epa.gov/compliance/resources/policies/civil/penalty/epapolicy-civilpenalties021684.pdf>

Documenting Penalty Calculations and Justifications of EPA Enforcement Actions, (Aug 1990):

<http://www.epa.gov/compliance/resources/policies/civil/rcra/caljus-strock-mem.pdf>

TSCA Enforcement Policy and Guidance Documents:

<http://cfpub.epa.gov/compliance/resources/policies/civil/tscal/>

Supplemental Environmental Projects:

<http://cfpub.epa.gov/compliance/resources/policies/civil/seps/>

Final Supplemental Environmental Projects Policy (1998)

<http://www.epa.gov/compliance/resources/policies/civil/seps/fnlsep-hermn-mem.pdf>

SEPs in Administrative Enforcement Matters Involving Section 1018 Lead-Based Paint Cases (Nov 2004)

<http://www.epa.gov/compliance/resources/policies/civil/seps/sepssection1018-leadbasedpaint112304.pdf>

Treatment of Lead-based Paint Abatement Work as a Supplemental Environmental Project in Administrative Settlements (Jan 2004)

<http://www.epa.gov/compliance/resources/policies/civil/seps/leadbasedabatement-sep012204.pdf>

Audit Policy:

<http://www.epa.gov/compliance/incentives/auditing/auditpolicy.html>

Appendix C Internet References for Policy Documents

Small Business Policy:

<http://www.epa.gov/compliance/incentives/smallbusiness/index.html>

Redelegation of Authority:

<http://www.epa.gov/compliance/resources/policies/civil/rcra/hqregenfcases-mem.pdf>

HUD Technical Guidelines for the Evaluation and Control of Lead Based Paint Hazards in Housing:

<http://www.hud.gov/offices/lead/guidelines/hudguidelines/index.cfm>

Appendix D Examples of Potential Supplemental Environmental Projects

Appendix D Examples of Potential Supplemental Environmental Projects

The following list of potential Supplemental Environmental Projects (SEPs) is not exhaustive, but is intended to offer some examples.¹⁵

- Abatement of lead-based paint and/or lead-based paint hazards in target housing in compliance with requirements of 40 CFR 227(e)
- Renovation (such as window or door replacement) that includes removal of components containing lead-based paint and/or lead-based paint hazards from target housing, followed by clearance testing as defined in 40 CFR 227(e)(8)
- Risk assessment of target housing to identify lead-based paint hazards, followed by correction of any hazards identified
- Acquisition of an XRF for a governmental organization
- Address lead-based paint and/or lead-based paint hazards in a child-occupied facility through abatement, renovation with clearance testing, or risk assessment with correction of lead-based paint hazards
- Blood-lead level screening and/or treatment for children where Medicaid coverage is not available (Blood-lead level screening and/or treatment for children underserved by Medicaid may also be appropriate, with approval from the Special Litigation and Projects Division in OECA)
- Purchase and operate a mobile health clinic, including outfitting the mobile units ... for example, blood lead level testing and treatment for children in public housing
- Purchase and donate lead health screening equipment to schools; public health departments, clinics, etc.
- Provide free lab tests for lead in dust, soil and paint chip samples; make testing available to low-income homeowners, small rental property owners, and community-based organizations

¹⁵ Whether the Agency decides to accept a proposed SEP as part of a settlement, and the amount of any penalty mitigation that may be given for a particular SEP, is purely within EPA's discretion. (See, *Supplemental Environmental Projects Policy, May 1, 1998, page 3*)

CIVIL PENALTY ASSESSMENT WORKSHEET
 IN THE MATTER OF: Kashflo Inc. and Samtek International Inc.

Count I (745.107) Extent: Major

(1) Gravity-Based Penalty (GBP) from Matrix		\$11,000
(2) Adjustment Factors		
a. Ability to Pay/Ability to Continue in Business	%	0
Adjusted Penalty (if no adjustment, skip to the next line)		
b. History of Prior Violations	%	0
Adjusted Penalty (if no adjustment, skip to the next line)		
c. Degree of Culpability	%	0
Adjusted Penalty (if no adjustment, skip to the next line)		
(3) Other Factors as Justice May Require		
a. No Known Risk of Exposure	%	0
Adjusted Penalty (if no adjustment, skip to the next line)		
b. Attitude:	%	0
Adjusted Penalty (if no adjustment, skip to the next line)		
c. SEPs:	%	0
Adjusted Penalty (if no adjustment, skip to the next line)		
d. Voluntary Disclosure	%	0
Adjusted Penalty (if no adjustment, skip to the next line)		
e. Size of Business:	%	0
Adjusted Penalty (if no adjustment, skip to the next line)		
f. Adjustment for Small Independent Owner/Lessor:	%	0
Adjusted Penalty (if no adjustment, skip to the next line)		
(4) Final Adjusted Penalty (if no adjustments were made, enter penalty from Line 1)		\$11,000

Count II (745.107) Extent: Significant

(1) Gravity-Based Penalty (GBP) from Matrix		\$7,740
(2) Adjustment Factors		
a. Ability to Pay/Ability to Continue in Business	%	0
Adjusted Penalty (if no adjustment, skip to the next line)		
b. History of Prior Violations	%	0
Adjusted Penalty (if no adjustment, skip to the next line)		
c. Degree of Culpability	%	0
Adjusted Penalty (if no adjustment, skip to the next line)		
(3) Other Factors as Justice May Require		
a. No Known Risk of Exposure	%	0
Adjusted Penalty (if no adjustment, skip to the next line)		
b. Attitude:	%	0
Adjusted Penalty (if no adjustment, skip to the next line)		
c. SEPs:	%	0
Adjusted Penalty (if no adjustment, skip to the next line)		
d. Voluntary Disclosure	%	0

Adjusted Penalty (if no adjustment, skip to the next line)		
e. Size of Business:	%	0
Adjusted Penalty (if no adjustment, skip to the next line)		
f. Adjustment for Small Independent Owner/Lessor:	%	0
Adjusted Penalty (if no adjustment, skip to the next line)		
(4) Final Adjusted Penalty (if no adjustments were made, enter penalty from Line 1)		\$7,740
TOTAL PROPOSED PENALTY		\$18,740