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ENVIRONMENTAL PROTECTION
AGENCY-REGION VII
REGIONAL HEARING CLERK

**U. S. ENVIRONMENTAL PROTECTION AGENCY
REGION 7
901 N. 5th STREET
KANSAS CITY, KANSAS 66101
BEFORE THE ADMINISTRATOR**

In the Matter of)	
)	
KASHFLO, INC.)	Docket No. TSCA-07-2010-0002
St. Louis, Missouri)	
)	
Respondent.)	RESPONDENT'S SUPPLEMENTAL
)	FIRST AMENDED INITIAL
)	PREHEARING EXCHANGE
)	
Proceedings under Section 16(a) of the)	
Toxic Substances Control Act,)	
15 U.S.C. § 2615(a))	
)	

RESPONDENT'S SUPPLEMENTAL
FIRST AMENDED INITIAL
PREHEARING EXCHANGE

COMES NOW RESPONDENT KASHFLO, INC., A Missouri Corporation in Good Standing, by Its Attorney Robert C. Withington and submits the following Supplemental First Amended Respondent's Initial Prehearing Exchange pursuant to 40 CFR § 22.19, the March 25, 2010 Prehearing Order and Its Motion to File this Supplemental First Amended Initial Prehearing Exchange:

EXPECTED WITNESSES

1.(A)

MOHSIN BAJWA: Mr. Bajwa will Testify as a Fact Witness as to the signing of Lead Disclosures and the provision of Lead Pamphlets for 5575 Chamberlain, St. Louis, Missouri and Apartment 2W, 5565 Chamberlain, St. Louis, Missouri. He may also be called for other matters as to contact with Mr. John Leftwich and other Agents or Attorneys for the Complainant. He will also testify as to the records of the Complainant and the circumstances of this matter as to any relevant or material testimony;

ADDINA HOBSON a/k/a ABINA R. HOBSON: Ms. Hobson will testify by Affidavit as attached hereto and incorporated herein as Exhibit RX1 as to 5575 Chamberlain and the facts and circumstances of the effective date of the Lease and Lead Disclosure being December 27, 2008;

QASIM BAJWA: Mr. Bajwa will testify as a Fact Witness in person and/or by Affidavit as attached hereto and incorporated herein as Exhibit RX2 as to 5575 Chamberlain and the facts and circumstances of the effective date of the Lease and Lead Disclosure being December 27, 2008;

DENISE McCLOUD: Ms. McCloud will testify by Affidavit as attached hereto and incorporated herein as Exhibit RX6 as to Apartment 2W, 5565 Chamberlain and the facts and circumstances of the June, 2006 Lead Disclosure;

1.(B) DOCUMENTS AND EXHIBITS

Copies of Respondent's documents and exhibits to be introduced into evidence at the hearing are attached hereto and identified and numbered sequentially beginning with term "RX" (e.g. RX1). Included with these documents are those that were ordered to be exchanged in Paragraphs 2(A), (B),(C)O, (D) and (E) of the Prehearing Order:

- RX1** Affidavit of Addina Hobson a/k/a Abina R. Hobson with the original to be provided at the hearing;
- RX2** Affidavit of Qasim Bajwa as Corporate Officer of Kashflo, Inc., Landlord with the original to be provided at the hearing;
- RX3** Lease Contract dated December 21, 2008 for 5575 Chamberlain;
- RX4** 2 Page Repair List which is an attachment to Affidavit RX1;
- RX5** Signed Lead Disclosure for 5575 Chamberlain;
- RX6** Affidavit of Denise McCloud with the original to be provided at the hearing;
- RX7** Lease Contract dated June 8, 2006 for Apartment 2W, 5565 Chamberlain;
- RX8** Signed Lead Disclosure dated January 24, 2009;
- RX9** EPA Letter of Harriett L. Jones dated February 19, 2009 with 8 Page attachment;
- RX10** Respondent incorporates by reference Exhibits CX1, CX2, CX3, CX4, CX5, CX6 and CX7 of Complainant and reserves the right to introduce or otherwise utilize same in the Defense of this matter;
- RX11** Missouri Secretary of State Public Information as to Corporate Existence and Good Standing of Respondent.

Respondent Reserves the Right to Motion to Supplement as to further Exhibits and shall Motion to update this Prehearing Exchange if needed pursuant to Motion.

**1.(C) APPROPRIATE PLACE OF HEARING, ESTIMATE OF TIME NEED TO PRESENT DEFENSE;
TRANSLATION SERVICES**

Respondent Requests the Hearing be held at a forum convenient for the Agency, The Chief Administrative Law Judge, The Complainant in Region 7, Kansas City, MO and the Respondent in St. Louis, Missouri, the situs of the alleged matters set forth in this Case. Defense estimates it will need One (1) Hour to present its Motion to Dismiss; Two (2) Hours to Cross Examine and One (1) Hour for its Defense, subject to additional time, if any for Rebuttal. Respondent does not request any translation services.

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

Respondent Incorporates its Motion to Dismiss, Motion for More Definite Statement and Answer Herein and Denies that Complainant is entitled to Penalties on Count I or Count II based upon the facts and circumstances as set forth therein and as set forth on Respondent's Exhibits and Denies that Complainant is entitled to the Relief as asserted or the Penalties as asserted for the following reasons:

3.(A) Count I

Averment Paragraph 13]

"Respondent entered into a contract to lease the target housing located at Apartment 2W, 5565 Chamberlain, St. Louis, Missouri, on or about June 8, 2006."

Factual and Legal Basis For Denial of the Truth of the Allegations set forth in Paragraph 13:

Respondent does not Factually or Legally Deny that it entered into a Lease dated on or about June 8, 2006;

Any and All Documents to be relied upon in Support:

RX6 Affidavit of Denise McCloud with the original to be provided at the hearing;

RX7 Lease Contract dated June 8, 2006 for Apartment 2W, 5565 Chamberlain;

RX8 Signed Lead Disclosure dated January 24, 2009;

3.(A) Count I**Averment Paragraph 14]**

"Respondent failed to provide the lessee of Apartment 2W, 5565 Chamberlain, St. Louis, Missouri, with an EPA-approved lead hazard information pamphlet before lessee was obligated under a contract to lease the target housing unit."

Factual and Legal Basis for Denial of the Truth of the Allegations set forth in Paragraph 14:

Respondent through the testimony of Corporate employee Mohsin Bajwa will Factually state that an EPA-approved lead hazard information pamphlet was provided to the prospective tenant before lessee was obligated under a contract to lease the target housing unit. He will also testify that the office employee charged with the duties of maintaining Landlord-Tenant records was the person who would have filed the signed "Disclosure of Information on Lead-Based Paint and/or Lead Based Paint Hazards" in the Tenant's file concerning the allegations of Averment Paragraph 14.

He will further testify that he has first hand knowledge that an EPA-approved lead hazard information pamphlet was provided to the prospective tenant before lessee was obligated under a contract to lease the target housing unit. He will further testify that the signed "Disclosure of Information on Lead-Based Paint and/or Lead Based Paint Hazards" existed as of the date of the Lease, on or about June 8, 2006 as corroborated by the Affidavit of the Tenant, Respondent's Exhibit RX6.

Mr. Mohsin Bajwa will state the same cannot now be located in the Tenant File as it was previously at the time of custody of the Landlord Tenant records by the former office employee.

He will also testify that at the time of inspection in the field by Mr. John Leftwich and/or communications with other Agents or Attorneys of the Agency that he disclosed the existence of the signed "Disclosure of Information on Lead-Based Paint and/or Lead Based Paint Hazards" as of the date of the Lease, on or about June 8, 2006 and that the same cannot now be located in the Tenant File.

Through his Testimony and Respondent's Exhibits RX6, RX7 and RX8, it will be established that this Tenant relocated on a temporary and then permanent basis to another unit in the apartments and that at the time of permanent occupancy of the new unit a Signed Lead Disclosure was obtained.

Any and All Documents to be relied upon in Support:

- RX6 Affidavit of Denise McCloud with the original to be provided at the hearing;
- RX7 Lease Contract dated June 8, 2006 for Apartment 2W, 5565 Chamberlain;
- RX8 Signed Lead Disclosure dated January 24, 2009;

3.(B) Count II

Averment Paragraph 17]

"Respondent entered into a contract to lease the target housing located at 5575 Chamberlain, St. Louis, Missouri, on or about December 21, 2008."

Factual and Legal Basis For Denial of the Truth of the Allegations set forth in Paragraph 17:

Respondent through the testimony of Corporate employee Mohsin Bajwa, Corporate principal Qasim Bajwa and the Affidavit of Tenant, Respondent's Exhibit RX1, will factually state that an EPA-approved lead hazard information pamphlet was provided to the prospective tenant before lessee was obligated under a contract to lease the target housing unit, which did not occur until as of December 27, 2008.

This testimony will factually demonstrate that up until December 27, 2008 there was no legal basis to find the formation of a contract to lease because essential terms of the contract to lease were not agreed to as to the payment of the deposit from Tenant called for in a lump sum under the contract to lease. This negotiation, which began as of December 21, 2008, did not result in a meeting of the minds until December 27, 2008 at which time Respondent as Owner and Landlord by and through its principal Qasim Bajwa agreed to the modification of the deposit terms of the contract to lease in accepting payments in installments rather than the full payment called for therein.

Further, this testimony will factually demonstrate that up until December 27, 2008 there was no legal basis to find the formation of a contract to lease because prospective Tenant as a condition precedent to the formation of the contract to lease required certain actions be undertaken by Landlord at the apartment before she agreed to accept same. As stated by her in the attached Affidavit, RX1, it was not until after the Holiday on December 27, 2008 she inspected the apartment to determine that her required conditions were satisfied as to the premises and the contract to lease was then formed by mutual acceptance of the condition of the apartment and the acceptance by the parties of the modification to the deposit payment in installments.

"The essential elements of a contract in Missouri are: "(1) competency of the parties to contract; (2) subject matter; (3) legal consideration; (4) mutuality of agreement; and (5) mutuality of obligation." Olathe Millwork Co. v. Dullin, 189 S.W.3d 199, 203 (Mo.App. W.D. 2006).

"Mutuality of agreement is determined by looking to the intentions of the parties as expressed or manifested in their words or acts." Ketcherside v. McLane, 118 S.W.3d 631, 636 (Mo. App. S.D. 2003).

"If the parties have reserved the essential terms of the contract for future determination, there can be no valid agreement." Harrell v. Mercy Health Services Corp., 229 S.W.3d 614, 619 (Mo. App. S.D.2007) (quoting Smith v. Hammons, 63 S.W.3d 320, 325 (Mo.App. S.D. 2002); Birkenmeier v. Keller Biomedical, LLC, ED92671 (Mo.App.E.D. 4-20-2010)

"Negotiations or preliminary steps towards the formation of a contract do not satisfy this element". Hammons, 63 S.W.3d at 325."

Any and All Documents to be relied upon in Support:

- RX1** Affidavit of Addina Hobson a/k/a Abina R. Hobson with the original to be provided at the hearing;
- RX2** Affidavit of Qasim Bajwa as Corporate Officer of Kashflo, Inc., Landlord with the original to be provided at the hearing;
- RX3** Lease Contract dated December 21, 2008 for 5575 Chamberlain;
- RX4** 2 Page Repair List which is an attachment to Affidavit RX1;
- RX5** Signed Lead Disclosure for 5575 Chamberlain;
- RX10** Respondent incorporates by reference Exhibits CX1, CX2, CX3, CX4, CX5, CX6 and CX7 of Complainant and reserves the right to introduce or otherwise utilize same in the Defense of this matter;
- RX11** Missouri Secretary of State Public Information as to Corporate Existence and Good Standing of Respondent

3.(B) Count II**Averment Paragraph 18]**

"Respondent failed to provide the lessee of 5575 Chamberlain, St. Louis, Missouri, with an EPA-approved lead hazard information pamphlet before lessee was obligated under a contract to lease the target housing unit."

Factual and Legal Basis For Denial of the Truth of the Allegations set forth in Paragraph 18:

Respondent incorporates verbatim its detailed narrative statement above in response to Averment Paragraph 17 as though set out at length herein in response to Paragraph 18.

Any and All Documents to be relied upon in Support:

- RX1** Affidavit of Addina Hobson a/k/a Abina R. Hobson with the original to be provided at the hearing;
- RX2** Affidavit of Qasim Bajwa as Corporate Officer of Kashflo, Inc., Landlord with the original to be provided at the hearing;
- RX3** Lease Contract dated December 21, 2008 for 5575 Chamberlain;
- RX4** 2 Page Repair List which is an attachment to Affidavit RX1;
- RX5** Signed Lead Disclosure for 5575 Chamberlain;
- RX10** Respondent incorporates by reference Exhibits CX1, CX2, CX3, CX4, CX5, CX6 and CX7 of Complainant and reserves the right to introduce or otherwise utilize same in the Defense of this matter;
- RX11** Missouri Secretary of State Public Information as to Corporate Existence and Good Standing of Respondent.

3.(C) Based upon its Motions, Pleadings and the detailed narrative statements above explaining the factual and legal basis and any and all documents it intends to rely upon in support, Respondent Denies the truth of the factual allegations set forth in the Complaint and that the proposed penalty is not supported by the truth of the matter as to Counts I and Counts II of the Complaint;

3.(D) Based upon its Motions, Pleadings and the detailed narrative statements above explaining the factual and legal basis and any and all documents it intends to rely upon in support, Respondent Denies the truth of the factual allegations set forth in the Complaint and that the proposed penalty is not supported by the truth of the matter;

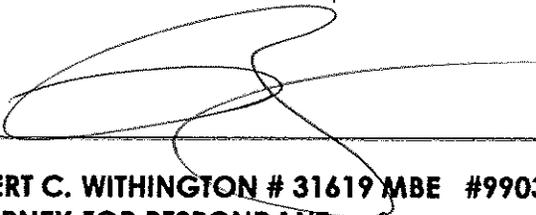
However, Respondent without waiver or admission does recognize that the "Disclosure of Information on Lead-Based Paint and/or Lead Based Paint Hazards" is not currently located in the Tenant File as to Count I, Averments 13 and 14; accordingly, in the event any proposed penalty would be modified in this regard, Respondent asks that Respondent's Exhibit RX6, the Affidavit of Tenant Denise McCloud attached hereto, serve as the factual and legal basis for Respondent's position.

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

Respondent is without any specific information that said Act applies and accordingly Denies that said Act applies.

RESPECTFULLY SUBMITTED,

KASHFLO, INC., A MISSOURI CORPORATION



ROBERT C. WITHINGTON # 31619 MBE #9903 E.D.MO.
ATTORNEY FOR RESPONDANT
7116 OAKLAND AVE
RICHMOND HEIGHTS, MO 63117
314.503.6757
314.644.7108 (Fax)
rcw@stillaw.com

CERTIFICATE OF SERVICE

Comes Now Robert C. Withington, Attorney for Respondent and Certifies that on the 28th Day of May, 2010 This Supplemental First Amended Initial Prehearing Compliance with Exhibits Was Filed and Served pursuant to 40 CFR § 22.5; 40 CFR § 22.7; 40 CFR § 22.16 and 40 CFR § 22.19 by Federal Express Overnight Delivery And was SERVED UPON:

ORIGINAL

**The Honorable Susan L. Biro; Chief Administrative Law Judge, Suite 350
Office of Administrative Law Judges; U.S. Environmental Protection Agency
Mail Code: 1900L; USEPA Headquarters; Ariel Rios Building;
1200 Pennsylvania Avenue, N.W.; Washington, D.C. 20460**

ORIGINAL AND ONE COPY TO:

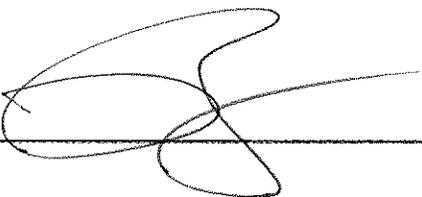
**Sybil Anderson
Headquarters Hearing Clerk; Office of Administrative Law Judges, Suite 350
U. S. EPA; Mail Code 1900L; USEPA Headquarters; Ariel Rios Building;
1200 Pennsylvania Avenue, N.W.;; Washington, D.C. 20460-2001**

ORIGINAL AND ONE COPY TO:

**Regional Hearing Clerk; U.S. Environmental Protection Agency, Region 7,
901 N. 5th Street Kansas City, Kansas 66101**

AND ONE ORIGINAL TO:

**Robert W. Richards, Attorney, Office of Regional Counsel, U.S. Environmental
Protection Agency, Region 7, 901 N. 5th Street Kansas City, Kansas 66101**



AFFIDAVIT OF

ADDINA HOBSON a/k/a ABINA R. HOBSON

ON BEHALF OF RESPONDENT

Comes Now ADDINA HOBSON a/k/a ABINA R. HOBSON

being Duly Sworn upon her Oath and on behalf of Kashflo, Inc., a Missouri Corporation,

Does State as Follows:

I am a Tenant at 5575 Chamberlain. I received a Lead Disclosure and Lead Pamphlet at the time I signed the initial paperwork around December 21, 2008.

This Lead Disclosure was given to me before the Landlord, Kashflo, Inc. agreed I could have the apartment or I agreed to move in.

This is because my Lease was not accepted by the Landlord, Kashflo, Inc until It agreed to partial payments of the Deposit and until I inspected some work being done at my request. The 2 Page Repair List is attached as part of this Affidavit.

These issues were not cleared up until 12/27/2008 when I agreed to accept the apartment after my inspection and there was an agreement with Landlord that my \$1,500.00 deposit was to be paid in partial payments of \$1,000.00 followed by 5 monthly payments of \$100.00 each instead of the lump \$1,500.00 stated in the Lease.

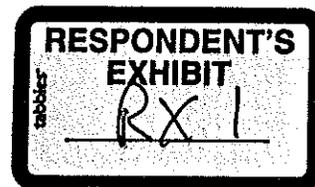
On December 27, 2008, I met with Mohsin Bajwa who told me that Kashflo, Inc., the Landlord agreed to the partial payments. I then signed the Lead Disclosure he had given me on 12/21/2008, dated it 12/27/2008 and gave it to him after my walk through.

Further Affiant Sayeth Not.

Addina Hobson

5-25, 2010

ADDINA HOBSON a/k/a ABINA R. HOBSON



City OF ST. LOUIS)

)ss

STATE OF MISSOURI)

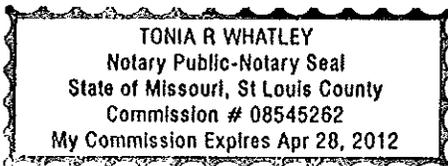
Before me this 25 day of May, 2010 appeared ADDINA HOBSON
a/k/a ABINA R. HOBSON, who being sworn upon her Oath did state that she signed the
foregoing Affidavit as her free act and deed and on behalf of Respondent Kashflo, Inc.



NOTARY PUBLIC

MY COMMISSION EXPIRES:

April 28, 2012



THINGS TO DO/FIX

Building 1775 CHAMBERLAIN Apt. _____ Date Requested 12/21/08

Repair Status: Fixed Not Fixed Partially Fixed

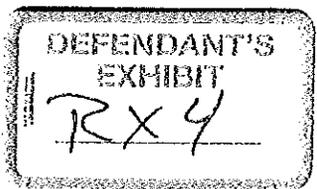
Date Given to Maintenance Department by Office: _____

- Request:
1. ~~WASHER & DRYER VENT~~ / NEXT 10 DAYS
 2. CHECK THE FRONT PORCH STEP
 3. DRIVEWAY
 4. FENCE TO CHECK FOR EXTENSION / SECURING THE PREMISE
 5. IN SUMMER AFTER MAY 09.
 6. _____
 7. _____
 8. _____
 9. _____
 10. _____

Tenant Signature & Date: [Signature] 12/24/08

Tenant Comments:

Maintenance Person Signature & Date: _____



Things that need to be completed:

~~Carpet Cleaned~~
Painting

~~Living Room wall stained from leaking~~ - Leak

* ~~Dryer Vent in Laundry Room~~

5 ~~Walls cracking by front door.~~

Pipes freezing

Later this needs to be completed

Driveaway
Fence

AFFIDAVIT OF QASIM M. BAJWA

ON BEHALF OF RESPONDENT

Comes Now Qasim Bajwa, as Corporate Officer of Kashflo, Inc., being Duly Sworn upon his Oath and on behalf of Kashflo, Inc., a Missouri Corporation, Does State as Follows:

I am a Corporate Officer of Kashflo, Inc., the owner of 5575 Chamberlain, St. Louis, MO.

The Lease with Addina Hobson a/k/a Abina R. Hobson dated December 21, 2008 was not accepted by Landord Kashflo, Inc. until I spoke with Mohsin Bajwa after the Christmas Holiday on December 27, 2008. It was at that time Kashflo, Inc. agreed to accept the offer of Ms. Hobson for partial payments of the \$1,500.00 deposit called for in the Lease.

Further Affiant Sayeth Not.

_____, 2010

QASIM BAJWA,

Corporate Officer of Kashflo, Inc.

COUNTY OF ST. LOUIS)

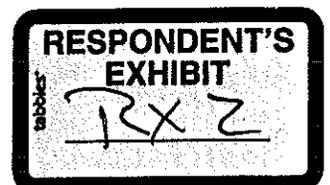
)ss

STATE OF MISSOURI)

Before me this _____ day of _____, 2010 appeared Qasim Bajwa, who being sworn upon his Oath did state that he signed the foregoing Affidavit as his free act and deed and on behalf of Respondent.

NOTARY PUBLIC

MY COMMISSION EXPIRES:



Lease Contract -

THIS LEASE made and entered into on 12/21/08, by and between SARINA KASHKID, hereinafter referred to as "Lessor" whose address is P. Box # 29007, St. Louis, MO 63 112 and ABINA R. and HOBSON (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 premises (being hereinafter referred to as the "Leased Premises")

located at:

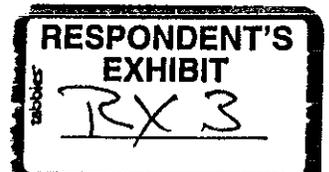
1175 CHAMBERLAIN St. Louis, Mo 63112
(Location of rental property)

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

The term of this Lease shall begin 12/21/08 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 \$ 7200 in monthly installments of \$ 600/-, 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 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 within thirty days after Lessor makes written request for payment.



Lease Contract -

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.

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

4. Security Deposit:

Lessee has paid Lessor a security deposit in the amount of \$ 1500/- 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. **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:

1. Zoely Brown (Daughter) age 4
2. Rhonetta Wiley (sister) age 20

- 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 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.

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, 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 -

- 3 -

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) x AH

9. Lessee's Absence:

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

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 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:

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 *(THAT INCLUDES WATER & SEWER BILL PROVIDED BY THE LANDLORD)* XAH

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. XAH

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) X

21 - LESSEE WILL MAINTAIN FRONT & REAR YARD & GRASS

SIGNATURES:

Adeline Holman
Lessee

12-21-08
Date

Lessee

Date

Cheryl Woodfin
~~Cheryl Woodfin~~ / Kashflo, Inc.
MICHELLE BAIN

12/21/08
Date

THINGS TO DO/FIX

Building N.J. Chamberlain Apt. _____ Date Requested 12/21/08

Repair Status: Fixed Not Fixed Partially Fixed

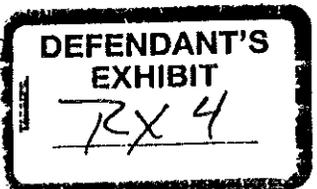
Date Given to Maintenance Department by Office: _____

- Request:
1. WASHER & DRYER VENT NEXT 10 DAYS
 2. CHECK TUB EXPOSED ROOF
 3. DRIVE WAY
 4. FENCE TO CHECK FOR EXTENSIONS / SECURING THE PREMISE
 5. IN SUMMER AFTER MAY 09
 6. _____
 7. _____
 8. _____
 9. _____
 10. _____

Request Signature & Date: [Signature] 12/21/08

Tenant Comments:

Maintenance Person Signature & Date: _____



Things that need to be completed:

~~Carpet Cleaned~~

Painting

~~Living Room wall stained from leaking~~ - Leak

* ~~Dryer Vent in Laundry Room~~

~~Walls cracking by front door.~~

5. Pipes freezing

Later this needs to be completed

~~6.~~

Driveway

Fence

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"/> <u>William Morris B. Smith</u> Lessor (Sign and PRINT name)	<u>12/27/08</u> Date	Lessor	(Sign and PRINT name)	Date
<input checked="" type="checkbox"/> <u>Abdullah Holson</u> Lessee (Sign and PRINT name)	<u>12-27-08</u> Date	Lessee	(Sign and PRINT name)	Date
Agent (Sign and PRINT name)	Date	Agent	(Sign and PRINT name)	Date

DEFENDANT'S EXHIBIT
RXS

AFFIDAVIT OF
DENISE McCLOUD
ON BEHALF OF RESPONDENT

Comes Now DENISE McCLOUD being Duly Sworn upon her Oath and on behalf of
Kashflo, Inc., a Missouri Corporation, Does State as Follows:

I am a Tenant at 5561 Chamberlain 1 South. I received a Lead Disclosure and
Lead Pamphlet at the time I first moved into this unit on 1/24/2009 and since May,
2009 I have lived in this Unit full time instead of my old Apartment.

Before that I lived in another Apartment Unit, 5565 Chamberlain Apartment 2W.
I remember at the time I signed my Lease on June 8, 2006 the Landlord gave me a
Lead Pamphlet and Lead Disclosure which I signed at the same time as my Lease.

Further Affiant Sayeth Not.

Denise McCloud

5-25, 2010

DENISE McCLOUD

City OF ST. LOUIS)

)ss

STATE OF MISSOURI)

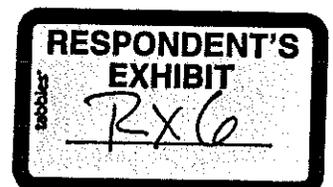
Before me this 25th day of May, 2010 appeared DENISE
MCLOUD, who being sworn upon her Oath did state that she signed the foregoing
Affidavit as her free act and deed and on behalf of Respondent Kashflo, Inc.

Charlie S. Swopshire, Jr.

NOTARY PUBLIC

MY COMMISSION EXPIRES: June 22, 2013

CHARLIE S SWOPSHIRE, JR.
Notary Public - Notary Seal
State of Missouri, Saint Louis City
Commission # 09827292
My Commission Expires Jun 22, 2013



THIS LEASE made and entered into this 8th day of June 2006, by and between Kashflo, Inc. hereinafter referred to as "Lessor" whose address is P.O. Box 29007, 1A, St. Louis, MO 63112, and, Denise McCloud 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

Moved to 5561 Chamberlain #1S in MAY 2009

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

The term of this Lease shall begin on June 1st, 2006 and end on Month To Month Basis, 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. 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 \$5,400.00 in monthly installments of \$450.00 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 Lessee under 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 for late fees.
- 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.



DM

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 within thirty days after 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 \$800.00. 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, and 2 daughters, and 1 son

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

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(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, 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 premises to perform what services that are needed in order to prevent damage to the premises, or to neighboring premises. (Emergency... fire, flood, possible physical danger to Tenant, 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 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:**

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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:**

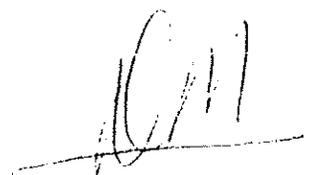
Notices, including those provided by statute, shall be in writing and shall be deemed to have been given when served by delivery in person or when mailed by United States mail regular prepaid.

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.

A handwritten signature in black ink, appearing to be 'AM', is written over a horizontal line at the bottom right of the page.

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:

Denise Woodard Denise Woodard 6/8/06
Print Name /Signature Date

Print Name /Signature Date
Cheryl Woodfin 6-8-06
Kashlo, Inc./ Cheryl Woodfin Date

CM

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)

(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

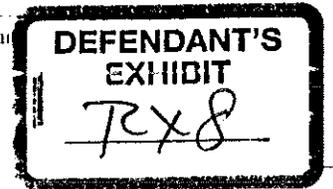
The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

X Lessor (Sign and PRINT name) 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





UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 7
901 NORTH 5TH STREET
KANSAS CITY, KANSAS 66101

FEB 19 2009

Mohsin Bajwa
Kashflo, Inc.
Post Office Box 29007
Saint Louis, MO 63112

RE: Lead-Based Paint Disclosure Rule
Facility ID # 1400013911

Dear Mr. Bajwa:

On January 28, 2009, a representative of the U.S. Environmental Protection Agency (EPA) inspected your site. The inspection was conducted under the authority of Section 11 of the Toxic Substances Control Act. A copy of the Inspection Report is enclosed for your information (without attachments).

The EPA is reviewing the findings of the report to determine your site's compliance with the applicable statutes and regulations, and these findings will be forwarded to you or the appropriate contact upon completion of our review.

If there are any questions regarding this report or actions that you may want to take, or if you would like to receive a copy of the report attachments, please contact me at (913) 551-7730 or by email at jones.harriett@epa.gov.

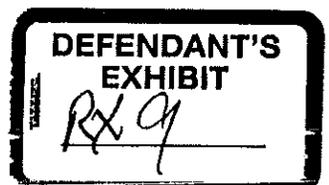
Sincerely,

A handwritten signature in cursive script that reads "Harriett L. Jones".

Harriett L. Jones, P.E.
Lead Enforcement Coordinator
Toxics and Pesticides Branch

Enclosure

cc: Brandon Rekus, MO Dept Health & Senior Services (w/encl)
Apartment Manager, Chamberlain Apartments, (w/encl)



**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"/> NOWCC/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"/> Lessor	<input type="checkbox"/> Agent		
6.	Inspection was conducted at:	<input type="checkbox"/> a residence		or	<input checked="" type="checkbox"/> an office
		Description/Name:	Kashflo Inc. office at Chamberlain Apartments		
		Street Address:	5571 Chamberlain Avenue		
		City:	Saint Louis		
		State:	MO	Zip:	63112
7.	Mailing Address of Facility	Point of Contact:	Mohsin Bajwa		
		Telephone Number:	(314) 353 - 9900		
		Company Name:	Kashflo Inc		
		Street Address:	Post Office Box 29007		
		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		<input type="checkbox"/> by letter 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 5571 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 Hammett 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 Hammett 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
X 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
A 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**

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
		§745.107	Failure to conduct <i>any</i> of the disclosure activities required by 40 CFR §745.107
	13.4, 13.10	§745.107	Failure to disclose <i>prior to obligation</i> under contract to lease target housing, as required by 40 CFR § 745.107
		§745.107(a)(1)	Failure to provide the lessee with an EPA-approved lead hazard information pamphlet, as required by 40 CFR §745.107(a)(1)
		§745.107(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 §745.107(a)(2)
		§745.107(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 §745.107(a)(3)
		§745.107(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 §745.107(a)(4)
		§745.113(b)(1)	Failure to include, either on an attachment or within the lease contract, the "Lead Warning Statement" contained in 40 CFR §745.113(b)(1), as required by 40 CFR §745.113(b)(1)
		§745.113(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 §745.113(b)(2)
		§745.113(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 §745.113(b)(3)
		§745.113(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 §745.113(b)(2) and 40 CFR §745.113(b)(3) and the lead hazard information pamphlet, as required by 40 CFR §745.113(b)(4)
		§745.113(b)(5)	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. §4852d, 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 §745.113(b)(5)
	13.1, 13.2, 13.3, 13.4, 13.5, 13.6, 13.8, 13.9	§745.113(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 §745.113(b)(6)
		§745.113(c)(1)	Failure to retain a copy of the completed attachment or lease contract containing the information required by 40 CFR §745.113(b) for no less than three years from the commencement of the leasing period, as required by 40 CFR §745.113(c)(1)

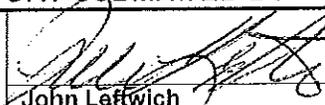
**EPA Region 7 TSCA §1018 Lead-Based Paint Disclosure Rule
Inspection Report**

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:	5565 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:	5569 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			

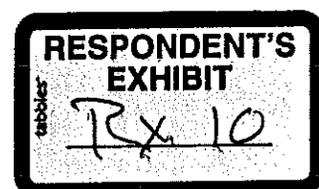
**EPA Region 7 TSCA §1018 Lead-Based Paint Disclosure Rule
Inspection Report**

WRITTEN STATEMENT			
15.	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	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.	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.	
	This completed the inspection and I left the premises at 4:15 p.m.	
REPORT SUBMITTED BY		
20.	 John Leftwich <input type="checkbox"/> EPA Inspector <input checked="" type="checkbox"/> EPA NOWCC/SEE Inspector	February 9, 2009 Date
ATTACHMENTS		
21.	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

RX10 Respondent incorporates by reference Exhibits CX1, CX2, CX3, CX4, CX5, CX6 and CX7 of Complainant and reserves the right to introduce or otherwise utilize same in the Defense of this matter



MISSOURI SECRETARY OF STATE, ROBIN CARNAHAN

SOS Home :: Business Services :: Business Entity Search

- Search
- By Business Name
- By Charter Number
- By Registered Agent
- For New Corporations
- Verify
- Verify Certification Annual Report
- File Online File Fictitious Name Registration
- File Online
- Renew Online File LLC Registration
- File Online Online Orders
- Register for Online Orders
- Order Good Standing
- Order Certified Documents

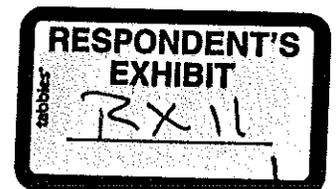
Search Type: Starting With Search Criteria: kashflo inc
Search Date: 5/28/2010 Search Time: 16:10

Click on the Business Entity Name or Charter Number to view more information.

Business Entity Name	Charter Number	Type	Status	Entity Creation Date
KASHFLO, INC.	00410544	General Business	Good Standing	4/25/1995

Records Returned 1 to 1

600 West Main Street
Jefferson City, MO 65101



Missouri Secretary of State, Robin Carnahan

SOS Home :: Business Services :: Business Entity Search

- Search
 - By Business Name
 - By Charter Number
 - By Registered Agent
 - For New Corporations
- Verify
 - Verify Certification
- Annual Report
 - File Online
 - File Fictitious Name Registration
 - File Online
 - File LLC Registration
 - File Online
 - Online Orders
 - Register for Online Orders
 - Order Good Standing
 - Order Certified Documents

Filed Documents
 (Click above to view filed documents that are available.)
Date: 5/28/2010

Business Name History

Name	Name Type
KASHFLO, INC.	Legal

General Business - Domestic - Information

Charter Number: 00410544
Status: Good Standing
Entity Creation Date: 4/25/1995
State of Business.: MO
Expiration Date: Perpetual
Last Annual Report Filed Date: 4/27/2010
Last Annual Report Filed: 2010
Annual Report Month: January

Registered Agent

Agent Name: DR. OASIM BAJWA
Office Address: 1141 Hodiamont Ave.
 Ste 1A
 St. Louis MO 63112

