

JESSICA TRUITT
11617 Beckford Avenue
Princess Anne, Maryland 21853

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IN THE CIRCUIT COURT
FOR SOMERSET COUNTY

and

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STATE OF MARYLAND

CAROL VANCE
326 Pine Street
Crisfield, Maryland 21817

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Plaintiffs

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v.

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COMPLAINT AND DEMAND

MT VERNON GROUP, LLC
3 W. Elizabeth Street
Delmar, Maryland 21875

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FOR JURY TRIAL

Serve On: Resident Agent
Eric R. Sessoms
3 W. Elizabeth Street
Delmar, Maryland 21875

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and

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Eric R. Sessoms
3 W. Elizabeth Street
Delmar, Maryland 21875

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Case #: _____

Defendants

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COMPLAINT AND DEMAND FOR A JURY TRIAL

Jessica Truitt and Carol Vance, by and through their lead counsel, Jamie D.

Miliman and Maryland Legal Aid, bring this action against Mt Vernon Group, LLC and

Eric Sessoms. In support of their Complaint, Ms. Truitt and Ms. Vance state as follows:

Introduction

Facing imminent homelessness in March 2023, Jessica Truitt was desperately searching Facebook Marketplace to put a roof over her family’s head. During that same

time, Ms. Vance, who had been homeless and living out of a van, was also desperately searching Facebook Marketplace for a home. That is how they met Eric Sessoms, who had several listings on Facebook for rentals in Somerset County, Maryland. Both Ms. Truitt and Ms. Vance responded to the listing for 326 Pine Street, Crisfield, Maryland (“Pine Street House”).

Ms. Vance ultimately contracted to rent the Pine Street House, while Ms. Truitt agreed to rent a house on Beckford Avenue (“Beckford Avenue House”). Both the Pine Street House and the Beckford Avenue House are owned by Defendant Mt Vernon Group, LLC (“Landlord”). That was the start of a series of illegal actions by the Landlord and Mr. Sessoms that are harming Ms. Truitt, Ms. Vance, and their families to this day.

First, unbeknownst to Ms. Truitt and Ms. Vance, Mr. Sessoms had unlawfully leased the Pine Street and Beckford Avenue Houses to them, as the Landlord he represented did not have a rental license for either property at the time. Both the Town of Princess Anne Code and the City of Crisfield Code are clear: to possess a valid license, a rental property must pass an inspection to ensure the property is safe and habitable.

Second, Mr. Sessoms told both Ms. Truitt and Ms. Vance, separately, that the property required only minor repairs, but this was false. After moving their families in, Ms. Truitt and Ms. Vance each soon discovered that their rental houses contained – and still contain – dangerous conditions including leaks and electrical dangers, among other problems. Additionally, Ms. Truitt’s home contains roach and bedbug infestation. Ms. Truitt and her family – her children, her grandmother – are being bitten in their sleep. Ms.

Truitt and Ms. Vance are suffering from deep anxiety, knowing that the Defendants are doing nothing to help them.

Finally, Ms. Truitt and Ms. Vance also discovered that Mr. Sessoms had misled them as to the security deposit. Mr. Sessoms advertised a \$2,500 security deposit for the Pine Street House. He told Ms. Truitt he would charge the same \$2,500 security deposit for her to rent the Beckford Avenue House. However, once Ms. Truitt moved her family and belongings in, Mr. Sessoms upped the security deposit to \$4,500. As for Ms. Vance, Mr. Sessoms upped the security deposit to \$3,850 after showing her the Pine Street House. Both security deposits were illegal because they each exceed two times the monthly rent of \$1,350.

This case seeks damages for the Defendants' illegal, harmful mistreatment of Ms. Truitt, Ms. Vance and their families.

Parties

1. Ms. Truitt is a resident of Princess Anne, Somerset County, Maryland. She and Mt Vernon Group executed a lease, which was drafted and signed by Mr. Sessoms, to rent 11617 Beckford Avenue, Princess Anne, Maryland.

2. Ms. Vance is a resident of Crisfield, Somerset County, Maryland. She and Mt Vernon Group executed a lease, which was drafted and signed by Mr. Sessoms, to rent 326 Pine Street, Crisfield, Maryland.

3. Mt Vernon Group, LLC ("Landlord") is a Maryland limited liability company with its principal office in Delmar, Maryland. The Landlord is the owner of both the Beckford Avenue House and the Pine Street House. The Landlord purchased the

Beckford Avenue House by deed dated December 23, 2020.¹ The Landlord purchased the Pine Street House by deed dated October 25, 2018.

4. Eric R. Sessoms operates the relevant properties and is the resident agent for the Landlord. Mr. Sessoms' address as resident agent is 3 W. Elizabeth Street, Delmar, Wicomico County, Maryland. Mr. Sessoms directed and/or participated in the Landlord's unlawful conduct that is the basis for this action.

Facts Common to All Counts

5. Mr. Sessoms operates as a landlord in Somerset, Wicomico, and Worcester counties through the Landlord and other LLCs that he controls. Mr. Sessoms claims to own, through the Landlord, over 40 rental properties in those three counties.

6. Mr. Sessoms advertises the Landlord's rental properties on a Facebook page under the username "New Inventions."

7. The Facebook account "New Inventions" belongs to and is used by Eric Sessoms as his personal Facebook account.²

8. In March 2023, Mr. Sessoms advertised the Pine Street House on Facebook Marketplace, along with other properties owned by the Landlord.

9. Both Ms. Truitt and Ms. Vance contacted Mr. Sessoms in response to his Facebook Marketplace advertisement for the Pine Street House, and both rented properties owned by the Landlord in March 2023.

¹ The deed included a package of 7 total properties sold to Mt Vernon Group, LLC in the same transaction.

² The Facebook account for New Inventions states that the user's name is pronounced "E-rik SES-ums," has pictures of Mr. Sessoms and his family, and in the comments section people refer to the Facebook user as Eric or Eric Sessoms.

10. Mr. Sessoms engaged in the same unlawful conduct against both Ms. Truitt and Ms. Vance. Specifically, he:
- a. Failed to tell them that the properties he offered them for rent were subject to code violations;
 - b. Failed to tell them that the Landlord could not lawfully rent the properties he offered them because the Landlord lacked the required rental license for the properties;
 - c. Required each of them to pay an unlawful security deposit of more than two times the monthly rent after learning from each that they were desperate to find housing for their family;
 - d. Failed to provide either of them a lawful security deposit receipt;
 - e. Failed to reveal to them the dangerous electrical conditions of the properties they rented;
 - f. Failed to keep his promise to them to make the properties move-in ready and livable—indeed, they were dangerous;
 - g. Failed to provide either with a working key to a working lock on the properties they rented;
 - h. Filed actions to evict each for failing to pay rent he knew they did not owe because the properties did not have a rental license; and
 - i. Filed unfounded failure to pay rent actions against each in retaliation for each notifying the building inspector of the dangerous condition of the properties they rented.

11. Mr. Sessoms' and the Landlord's unlawful treatment of Ms. Truitt and Ms. Vance is set forth in greater detail below.

Jessica Truitt

12. On or about March 7, 2023, Ms. Truitt, a single mother of four children who was facing imminent homelessness, searched Facebook Marketplace for a house to rent for her, her children, and her grandmother, Vivian Hastings. Ms. Truitt found a rental property listing posted by a Facebook user named New Inventions.

13. The listing advertised a 6-bedroom, 2-bathroom house located at 326 Pine Street, Crisfield, Maryland ("Pine Street House"). The Landlord owns the Pine Street House. The listing advertised a monthly rent of \$1,350 and a \$2,500 security deposit and required all prospective tenants to "leave a phone number and explain your situation."

14. On March 7, 8, and 10, Ms. Truitt responded to New Inventions' Facebook Marketplace listing via Facebook messenger, expressing her interest in renting the Pine Street House.

15. Having received no reply to her inquiries, Ms. Truitt sent another Facebook message to New Inventions on March 10 stating she had cash to rent the Pine Street House and that she was "in a time crunch," as she had to be out of her current residence by Wednesday, March 15.

16. Mr. Sessoms called Ms. Truitt within minutes of her March 10 Facebook message. During the phone call, Mr. Sessoms introduced himself as "Eric" and asked Ms. Truitt the following questions: why she had to move out of her current residence, why she had a hard time finding a place, and whether she was single or had a boyfriend.

17. Ms. Truitt responded that she and her four children were required to leave her current residence by March 15, she had trouble finding a place due to bad credit, that she was desperate to find a place to move to as soon as possible, and that she was single. Ms. Truitt provided Mr. Sessoms additional sensitive and personal details about her hardship.

18. Ms. Truitt and Mr. Sessoms then discussed the Pine Street House. Mr. Sessoms advised Ms. Truitt that the Pine Street House was vacant and available for rent but needed to be painted first. Mr. Sessoms advised Ms. Truitt that he would call her back in the next day or so.

19. The Landlord did not have a rental license for the Pine Street House on March 7, 2023 and the house remains unlicensed as of the date of this Complaint.

20. Further, at the time of the Facebook Marketplace advertisement, the Landlord had open code violations on the Pine Street House and therefore was unable to obtain a rental license.

21. As set forth below, the Landlord and Mr. Sessoms had already rented the Pine Street House to Ms. Vance prior to speaking with Ms. Truitt on March 10, 2023.

22. On March 11, 2023, Mr. Sessoms called Ms. Truitt and stated that he had already had tenants lined up to move into the Pine Street House, but that he would talk to them and ask if they would move into a different property and would call her back.

23. Within a few hours, Mr. Sessoms called Ms. Truitt and asked her to meet him at the McDonald's in Princess Anne, Maryland. Mr. Sessoms stated he would bring a lease to McDonald's. Ms. Truitt agreed to meet him there.

24. Mr. Sessoms did not bring a lease to the McDonald's meeting. He said that he would not be able to rent Ms. Truitt the Pine Street House.

25. Instead, while at McDonald's, Mr. Sessoms said he owned a house on Beckford Avenue that was move-in ready except for minor painting and replacement of carpeting.

26. At the time of the conversation, the Landlord did not have a rental license for the Beckford Avenue House. Mr. Sessoms did not tell Ms. Truitt this fact.

27. The Beckford Avenue House is required to have rental license for a landlord to rent it to tenants. Prior to license approval, a rental unit must be inspected to ensure the property complies with the Town of Princess Anne Code and does not contain any dangerous conditions that could affect the life, safety, or health of a tenant.

28. The Beckford Avenue House only has 3-bedrooms and 1-bathroom, compared to the Pine Street House listing which advertised 6-bedrooms and 2-bathrooms.

29. Ms. Truitt asked Mr. Sessoms if the pricing and other provisions, including the security deposit amount, would be the same for the Beckford Avenue House as listed on the advertisement for the Pine Street House.

30. Mr. Sessoms said he was keeping everything the same. He also added that the lease would be for a three-year term.

31. Facing homelessness for her family within a few days, Ms. Truitt agreed to those terms.

32. The meeting at McDonald's lasted less than 10 minutes.

33. Mr. Sessoms provided the address of 11617 Beckford Avenue, Princess Anne, Maryland to Ms. Truitt and advised her she could look at it that day.

34. While at the Beckford Avenue House, Mr. Sessoms and Ms. Truitt discussed the physical condition of the Beckford Avenue House, including:

- a. Mr. Sessoms represented that the “minor work” that needed to be done before move-in included painting the house, ripping out and replacing the carpet, and removing furniture items.
- b. The parties agreed that Ms. Truitt would buy paint and other supplies and would paint the Beckford Avenue House to get the house ready for move-in by March 15, and that whatever money she spent to get the house ready would be credited toward the security deposit.
- c. The parties agreed that Mr. Sessoms would rip out and replace carpeting and remove furniture items.
- d. Mr. Sessoms assured Ms. Truitt that an exterminator would come by on Monday, March 13, to spray before she moved in.

35. Parts of their agreement were memorialized in an exchange of text messages that same day. Mr. Sessoms told Ms. Truitt that he would meet her Monday, March 13, 2023, to sign the lease for the Beckford Avenue House.

36. Later that day, on March 11, 2023, Ms. Truitt purchased paint and other material to ready the Beckford Avenue House for move-in. She sent a copy of the receipt to Mr. Sessoms via text message. Ms. Truitt began painting the Beckford Avenue House that day.

37. On Sunday, March 12, Ms. Truitt sent Mr. Sessoms a text message stating “the roaches are horrible” and “they come out bad at night.”

38. She requested that Mr. Sessoms send the exterminator out the next day, as he had previously promised.

39. Mr. Sessoms did not send an exterminator out on Monday, March 13. He also did not bring a lease to the Beckford Avenue House.

40. Instead, on or about March 15, after Ms. Truitt and her family had fully moved their belongings into the Beckford Avenue House, Mr. Sessoms showed up, unannounced and in an extreme rush, with a lease that he presented to Ms. Truitt and Ms. Hastings to sign. *See Exhibit #1.*

41. Mr. Sessoms told Ms. Truitt and Ms. Hastings that the rent would be the previously agreed upon \$1,350 and for them to sign the lease.

42. Facing homelessness if they did not sign, Ms. Truitt and Ms. Hastings signed the lease on the spot. Mr. Sessoms then told Ms. Truitt that she was no longer welcome to communicate with him and that she must instead communicate exclusively with his property manager, Jay Beckett.

43. Finally, Mr. Sessoms provided Ms. Truitt with a key to the Beckford Avenue House. The key did not work.

44. Mr. Sessoms was at the Beckford Avenue House for less than 5 minutes that day.

45. In the next few days, upon reviewing the lease, Ms. Truitt discovered that the lease required a \$4,500 security deposit rather than the agreed upon \$2,500 security deposit.

46. When Ms. Truitt contacted Mr. Beckett and inquired about the \$4,500 security deposit, Mr. Beckett stated he would get back to her. Shortly thereafter, Mr. Sessoms called Ms. Truitt to say that the amount of the security deposit was non-negotiable.

47. Ms. Truitt, desperate to keep the Beckford Avenue House roof over her family's head, then paid \$2,800 in cash toward the \$4,500 security deposit.

48. The money that Ms. Truitt spent on materials getting the house ready, per her agreement with Mr. Sessoms, was credited toward the remainder of the security deposit. Between the \$2,800 and the credit that Mr. Sessoms had applied, the \$4,500 security deposit was deemed paid.

49. Neither the Landlord nor Mr. Sessoms gave Ms. Truitt a receipt for the security deposit that complies with Md. Code Ann., Real Prop §8-203.1.

50. All this time, the conditions at the Beckford Avenue House remained dangerous, unhealthy, and unsafe.

51. Ms. Truitt contacted Mr. Beckett several times in March 2023 regarding the hazardous conditions she was aware of, including roaches, bedbugs, and leaks.

52. She remained unaware of the dangerous condition of electrical sockets in the house, as Defendants had never disclosed it.

53. She also asked Mr. Beckett for a functional key to the house.

54. Mr. Beckett ignored Ms. Truitt's communications on all these issues.

55. As a result of Mr. Beckett's refusal to provide Ms. Truitt a functional key to the house, Ms. Truitt bought and installed new locks on the Beckford Avenue House at her own expense.

56. On March 27, 2023, after having been ignored by Mr. Sessoms and Mr. Beckett since having signed the lease, Ms. Truitt contacted Ronald Alameda, the Nuisance Abatement Officer for Princess Anne, regarding the dangerous conditions at the Beckford Avenue House.

57. Mr. Alameda inspected the Beckford Avenue House that same day and discovered many code violations that presented, and continue to present, a danger to Ms. Truitt and her family's health, life, and safety.

58. Mr. Alameda listed over 40 code violations and dangerous conditions in a four-page letter to the Landlord, dated March 27, 2023, and required the Landlord to correct all the violations by April 29, 2023, except for the issues involving the smoke detectors, GFI outlets, and plumbing issues, which Mr. Alameda required the Landlord to repair immediately.

59. Other violations that Mr. Alameda noted included lack of carbon monoxide detectors, improper locking mechanism on exterior doors, lack of appropriate heat, exposed subflooring, and blood stains on the ceiling from bedbugs.

60. After contacting Mr. Alameda, Ms. Truitt discovered that the Landlord had never obtained a rental license for the Beckford Avenue House. This meant that the

Landlord did not have a license when the Defendants rented the house to Ms. Truitt, which was a violation of the Town of Princess Anne Code 120-2.

61. Mr. Sessoms had also never told Ms. Truitt that the Landlord did not have a rental license for the Beckford Avenue House.

62. On March 29, 2023, Mr. Alameda advised Mr. Beckett and Mr. Sessoms of the Beckford Avenue House code violations and advised them what was required to bring the house up to code.

63. In addition, Mr. Alameda met with Mr. Beckett at the house and showed him the violations and dangerous conditions that needed to be corrected immediately.

64. Mr. Alameda advised Mr. Beckett that the electrical work had to be completed by a licensed professional.

65. That same day, Mr. Alameda issued the Landlord a citation for not obtaining a rental license for the Beckford Avenue House.

66. Between March 29, 2023, and April 4, 2023, the Landlord used an unlicensed professional to attempt to remedy the electrical work.

67. On April 4, 2023, Mr. Alameda cited the Landlord for performing electrical work without a license.³

68. On May 3, 2023, Mr. Alameda cited the Landlord for failing to respond to the first citation.⁴

³ On June 5, 2023, the Landlord, through Mr. Sessoms, pled guilty to the citation in Somerset County District Court.

⁴ On June 5, 2023, the Landlord, through Mr. Sessoms, pled guilty to the citation in Somerset County District Court.

69. On April 17, 2023, Mr. Sessoms hand-delivered a letter, dated April 10, 2023, to Ms. Truitt purporting to terminate her three-year lease.

70. This was on the immediate heels of, and in direct retaliation for, Ms. Truitt raising the unremedied conditions at the house, including her March 27 complaint to the Nuisance Abatement Officer, who substantiated the complaints.

71. Shortly thereafter, Ms. Truitt told Mr. Sessoms that she had learned the \$4,500 security deposit was illegal.

72. In response, Mr. Sessoms stated that he would apply the sum Ms. Truitt had paid for paint and supplies to cover the April 2023 rent, even though the Beckford Avenue House was not licensed on April 1, 2023 and he was not entitled to collect rent for April.

73. On May 1, 2023, the Landlord, through Mr. Sessoms, filed a complaint for Failure to Pay Rent (“FTPR”) against Ms. Truitt.

74. The FTPR complaint sought to collect a debt for the month of March 2023, which the Landlord and Mr. Sessoms knew was uncollectable because the Landlord did not have a rental license for the Beckford Avenue House. In fact, the Landlord had been cited on March 29, 2023 for its failure to obtain a license.

75. The Defendants’ April 10 letter purporting to terminate Ms. Truitt’s three-year lease and their FTPR complaint seeking repossession of the Beckford Avenue House were in retaliation for her good faith complaints concerning the condition of the house.

76. To this day, neither the Landlord nor Mr. Sessoms has fixed the dangerous conditions at the Beckford Avenue House.

77. Ms. Truitt and her family continue to live with bedbugs, roaches, leaks, and other unsafe conditions. Ms. Truitt's furniture and other belongings are now infested with bedbugs, which continue to bite her, her grandmother, and her children.

78. Ms. Truitt has experienced headaches, anxiety, chest pains, depression, insomnia, exhaustion, fear, among other emotional distress with physical manifestations.

Carol Vance

79. On March 7, 2023, Ms. Vance, who had been living out of her van since October 2022, searched Facebook Marketplace for a house to rent for her, her husband, and her children. Ms. Vance saw the advertisement posted by Mr. Sessoms for the Pine Street House.

80. The listing was for the Pine Street House and was the same listing that Ms. Truitt had responded to.

81. On March 7, 2023, Ms. Vance responded to New Inventions' Facebook Marketplace listing via Facebook messenger, expressing her interest in renting the Pine Street House. She also provided her cell phone number.

82. Shortly thereafter, Mr. Sessoms called and introduced himself as "Eric" and asked her the following: what was her "situation," whether she had kids, and if she was single.

83. Ms. Vance responded that she had been homeless and living out of her van since October 25, 2022, that she had three children, and that she was married. Ms. Vance provided Mr. Sessoms additional sensitive and personal details about her hardship.

84. The phone call lasted less than ten minutes.

85. Ms. Vance and her significant other met Mr. Sessoms at the Pine Street House within an hour of the phone call.

86. Upon entering the Pine Street House, Ms. Vance saw that it was not move-in ready. Most obvious to Ms. Vance, there were holes in the walls and the flooring lacked carpeting. Instead, nails stuck up where carpet had once been.

87. Mr. Sessoms promised Ms. Vance that he would fix up the house by April 1 so that it would be move-in ready.

88. While at the Pine Street House, Mr. Sessoms told Ms. Vance that the security deposit would be \$3,850. Ms. Vance questioned the security deposit because the Facebook listing advertised a \$2,500 security deposit. Mr. Sessoms replied that the amount on the posting was an error.

89. Ms. Vance agreed to rent the Pine Street House after Mr. Sessoms promised to have it ready for move-in by April 1.

90. That same day, on March 7, Ms. Vance met Mr. Sessoms at Staples, where Mr. Sessoms printed a lease and presented it to Ms. Vance for her signature. *See Exhibit #2.*

91. Mr. Sessoms did not provide Ms. Vance with a key to the Pine Street House.

92. Mr. Sessoms then told Ms. Vance that she and her husband could begin living in the laundry room immediately if she paid him \$300. Ms. Vance agreed.

93. The meeting at Staples lasted less than ten minutes.

94. Between March 10 and March 14, Mr. Sessoms was paid \$5,200, which accounted for one month's rent plus the \$3,850 security deposit he demanded.

95. Ms. Vance stated she would be moving in within about a week or so.

96. Still, Mr. Sessoms did not give her a key to the house or a receipt for the security deposit he had received.

97. Mr. Sessoms did not tell Ms. Vance that the Pine Street House was an unlicensed rental property.

98. Mr. Sessoms also did not tell her that there had been open code violations dating back to at least January 3, 2023.

99. The open code violations included: electrical issues, a leak, lack of smoke detectors, and heating issues.

100. The Landlord could not lawfully rent out the Pine Street House without a rental license. Prior to license approval, a rental unit must be inspected to ensure the property complies with the City of Crisfield Code and does not contain any dangerous conditions that could affect the life, safety, or health of a tenant.

101. Ms. Vance and her significant other began living in the laundry room of the Pine Street House on March 17.

102. On that day, Ms. Vance discovered that the entrance door to the house did not have a working lock and that the house lacked reliable electric service.

103. The Pine Street House has two entrances – one on the side and one in the front. Neither door had knobs or locks. Ms. Vance could not lock the house for the safety of her family.

104. Ms. Vance attempted to contact Mr. Sessoms several times via phone call and text message about the condition of the house. Mr. Sessoms did not answer a single call, nor did he call or text Ms. Vance back.

105. On March 27, Ms. Vance called Mr. Sessoms using a different phone number. Mr. Sessoms answered the phone for the first time since Ms. Vance moved in. She expressed her concerns that no work had been done to make the house move-in ready.

106. On March 28, Ms. Vance contacted the Crisfield Housing Inspector and spoke with Kyle Tyler.

107. Mr. Tyler inspected the Pine Street House on March 30 and noted the same dangerous conditions existed in the Pine Street House then as had existed at the January 3 inspection. Mr. Tyler sent a letter to the Landlord and Mr. Sessoms.

108. Despite this warning, April 1 came and went, and the Defendants had done nothing.

109. In mid-April, workers showed up unannounced and painted the upstairs, put down carpet in the upstairs bedrooms, and put plywood over the holes in the walls.

110. This did not fix all the deficiencies in the house, including those in the inspector's letter.

111. Ms. Vance's three children then moved into the Pine Street House.

112. At this point, the Pine Street House still had no reliable electricity, which meant that Ms. Vance had to order every meal for her and her family, as she could not use any of the appliances, including the fridge, stove, or microwave.

113. Later in April, an electrician showed up unannounced and, after an inspection, advised Ms. Vance that reliable electrical service could not be restored until the electrical box was replaced.

114. Defendants did not restore reliable electric service until approximately May 1.

115. During some of the time they had no power, Ms. Vance and her family were forced to use bathrooms at public businesses and friends' houses.

116. Ms. Vance could not use the stove in the house until after May 1.

117. At the end of April, Mr. Sessoms' brother, Mark, installed locks on the front doors. He provided Ms. Vance with a key to the first entry door. Mark provided Ms. Vance with a stick-like "key" to the second front door. This is not a secure lock, as any stick-like figure could be used to gain entry.

118. The side door does not have a lock installed to this day. Instead, it has a spot for Ms. Vance to place a padlock on from the inside only.

119. On May 3, 2023, Mr. Tyler re-inspected the property and still documented over *30 separate code violations*, including electrical issues, leaks, lack of smoke detectors, exposed wires, and no deadbolt on the front door.

120. On May 19, Mr. Sessoms showed up unannounced and asked Ms. Vance when she would be paying rent for the month of May.

121. Ms. Vance told Mr. Sessoms she had been trying to contact him to fix the conditions of the Pine Street House, but he would not answer or return her calls. Mr.

Sessoms stated that she is not to call him, but instead to communicate only with his property manager Jay Beckett.

122. On May 25, 2023, the Landlord, through Mr. Sessoms, filed a complaint for Failure to Pay Rent (“FTPR”) against Ms. Vance.

123. The FTPR complaint sought to collect a debt for the month of May 2023, which the Landlord and Mr. Sessoms knew was uncollectable because the Landlord did not have a rental license for the Pine Street House.

124. The Defendants’ FTPR complaint seeking possession of the Pine Street House was filed in retaliation for Ms. Vance complaining about the condition of the house.

125. In paragraph 2 of the FTPR complaint, Mr. Sessoms incorrectly alleged, under penalty of perjury, that the Landlord is currently licensed/registered, when in fact was and is not.

126. To this day, neither the Landlord nor Mr. Sessoms has fixed the unsafe conditions at the Pine Street House. Ms. Vance and her family continue to live with unsafe conditions.

127. Ms. Vance has experienced an increase in anxiety, stress, stomach pains, headaches, and frequently cries, among other emotional distress with physical manifestations.

VIOLATIONS

Count 1 – Violation of Security Deposit Law

128. Ms. Truitt and Ms. Vance re-allege the allegations set forth in paragraphs 1 through 127 of this Complaint and incorporate them in this count by reference.

129. Defendants violated Md. Code Ann., Real Prop. §8-203 by charging Ms. Truitt and Ms. Vance a security deposit that exceeds two times the monthly rent.

130. Defendants charged Ms. Truitt a \$4,500 security deposit, which is more than two times the monthly rent of \$1,350.

131. Defendants charged Ms. Vance a \$3,850 security deposit, which is more than two times the monthly rent of \$1,350.

Count 2 – Violation of Security Deposit Receipt Law

132. Ms. Truitt and Ms. Vance re-allege the allegations set forth in paragraphs 1 through 127 of this Complaint and incorporate them in this count by reference.

133. The Defendants violated Md. Code Ann., Real Prop. §8-203.1 by failing to give Ms. Truitt or Ms. Vance a security deposit receipt as required by the statute.

134. Defendants did not provide Ms. Truitt nor Ms. Vance with a security deposit receipt that complies with Md. Code Ann., Real Prop. §8-203.1.

Count 3 – Retaliatory Action

135. Ms. Truitt and Ms. Vance re-allege the allegations set forth in paragraphs 1 through 127 of this Complaint and incorporate them in this count by reference.

136. The Defendants violated Md. Real Prop. §8-208.1 by seeking repossession of the Beckford Avenue House and Pine Street House from Ms. Truitt and Ms. Vance through FTPR complaints, and in Ms. Truitt's case by purporting to terminate her three-

year lease, in retaliation for their good faith complaints, made just weeks earlier, about conditions at those houses.

137. Not only were Ms. Truitt's and Ms. Vance's complaints made in good faith, but they were also substantiated. The Princess Anne Nuisance Abatement officer cited the Landlord for numerous conditions violations and required timely remediation of the Beckford Avenue House, and the Crisfield Housing Inspector notified the Landlord of code violations at the Pine Street House.

Count 4 – Violation of Maryland Consumer Protection Act

138. Ms. Truitt and Ms. Vance re-allege the allegations set forth in paragraphs 1 through 127 of this Complaint and incorporate them in this count by reference.

139. The Defendants violated the Maryland Consumer Protection Act under Title 13 of the Maryland Code Annotated Commercial Law Article.

140. Defendants have engaged in unfair, abusive, and/or deceptive trade practices to include:

- a. False, falsely disparaging, or misleading oral or written statements, visual descriptions, or other representations of any kind which had the capacity, tendency, or effect of deceiving or misleading Ms. Truitt and Ms. Vance;
- b. Failure to state a material fact when the failure deceived or was intended to deceive Ms. Truitt and Ms. Vance; and/or
- c. Advertising or offering of consumer realty without intent to lease, or rent the realty as advertised or offered.

141. The Defendants misled Ms. Truitt about the availability of the Pine Street House for rent.

142. The Defendants misled Ms. Truitt and Ms. Vance by failing to disclose that the Landlord did not have a license to rent the Beckford Avenue House or the Pine Street House.

143. The Defendants misled Ms. Truitt and Ms. Vance about the living conditions of the Beckford Avenue House and the Pine Street House.

144. The Defendants misled Ms. Truitt about the amount of the security deposit they would charge for the Beckford Avenue House and the amount of the security deposit they could lawfully charge for the Beckford Avenue House and the Pine Street House.

145. Ms. Truitt and Ms. Vance relied upon Defendants' false and/or misleading statements and/or deceitful representations.

146. Ms. Truitt and Ms. Vance have suffered and continue to suffer damages as a result of the Defendants' misrepresentations, including, but not limited to, emotional distress with physical manifestations.

147. Ms. Truitt's distress is worsened by the effect of the Beckford Avenue House conditions on her children and grandmother, including but not limited to, insect bites and dangerous conditions.

148. Ms. Vance's distress is worsened by the effect of the Pine Street House conditions on her family, including but not limited to, living in dangerous and unhealthy conditions.

Count 5 – Violation of the Maryland Fair Debt Collection Act

149. Ms. Truitt and Ms. Vance re-allege the allegations set forth in paragraphs 1 through 127 of this Complaint and incorporate them in this count by reference.

150. The Defendants violated the Maryland Debt Collection Act under Title 14 of the Maryland Code Annotated Commercial Law Article.

151. Specifically, the Landlord and/or Mr. Sessoms have collected and/or attempted to collect from Ms. Truitt and Ms. Vance an alleged debt by claiming, attempting, or threatening to enforce a right with knowledge that the right does not exist, including by filing FTPR actions against each of them that sought to collect rent for an unlicensed property.

152. Further, the Defendants collected from Ms. Truitt and Ms. Vance rent and an unlawfully large security deposit for an unlicensed property.

153. As a result of the Defendants' unlawful conduct, Ms. Truitt and Ms. Vance have suffered damages including, but not limited to emotional distress and mental anguish.

DEMAND FOR JURY TRIAL

Ms. Truitt and Ms. Vance respectfully request a jury trial in this matter.

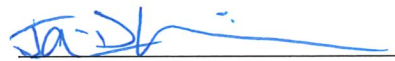
PRAYER FOR RELIEF

WHEREFORE, Ms. Truitt and Ms. Vance pray that this Court:

- a. Award Ms. Truitt damages of \$5,400 and Ms. Vance damages of \$3,450 under Count 1;
- b. Award Ms. Truitt and Ms. Vance each damages of \$25 under Count 2;
- c. Award Ms. Truitt and Ms. Vance each damages of \$4,050 under Count 3;

- d. Award Ms. Truitt and Ms. Vance each damages in an amount exceeding \$75,000 under Count 4;
- e. Award Ms. Truitt and Ms. Vance each damages in an amount exceeding \$75,000 under Count 5;
- f. Award reasonable attorney's fees to Ms. Truitt's and Ms. Vance's counsel under Counts 1, 3, 4, and 5; and
- g. Award such other relief as the Court deems proper.

Respectfully submitted,



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**pro hac vice application pending*

EXHIBIT #1

RESIDENTIAL LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement" or the "Lease") is made and entered into on 03/01/2025, by and between Mt Vernon Group LLC (hereinafter referred to as "LANDLORD") and Vivian Hastings, Jessica Truitt (hereinafter collectively referred to as "TENANT"). No other tenants are allowed without the written consent of the LANDLORD, or the execution of a new lease agreement.

PREAMBLE:

WHEREAS, the LANDLORD is the proprietor of the real estate property located at 11617 Beckford Ave, Princess Anne, Maryland 21853 in Somerset County (hereinafter referred to as the "Premises"); and

WHEREAS, the LANDLORD wishes to lease the Premises to the TENANT upon the terms and conditions contained in this Agreement; and

WHEREAS, the TENANT wishes to lease the Premises from the LANDLORD upon the terms and conditions contained herein;

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

ARTICLE I - TERM

The lease term begins on (hereinafter referred to as the "Commencement Date"), and shall terminate at 12 o'clock midnight on . The TENANT shall vacate the premises upon termination of the Agreement, unless (i) the LANDLORD and the TENANT have agreed to extend this Agreement or have signed a new lease agreement; (ii) the LANDLORD accepts further rent from the TENANT (other than past due rent), in which case a month-to-month tenancy shall be created which either party may terminate by a thirty (30) day written notice. In the event a month-to-month tenancy results, rent shall be at a rate agreed to by the LANDLORD and the TENANT, or as allowed by law; all other terms and conditions of this Agreement shall remain in full force and effect.

ARTICLE II - PAYMENTS

"Rent" shall mean all monetary obligations owed by the TENANT to the LANDLORD under the terms of this Agreement, except for the security deposit, if any.

Amount: The total monthly rent for the duration of this Agreement is the sum of \$1,350.00 per month.

Due Date: Rent is payable by the Firstday of each month and shall be considered late 2 days after aforementioned date. The first month's rent is to be paid upon the execution of this Agreement.

Payment Information: All rent payments due under this Agreement shall be made directly to the LANDLORD at LANDLORD's address listed here: 12471 Chestnut Cir, 4, Princess Anne, Maryland 21853 or any other location subsequently specified by the LANDLORD in writing to the TENANT, on or before its due date and without demand. If any payment is returned for non-sufficient funds, stop payment, or account closure by the TENANT's bank, the LANDLORD may charge TENANT for all appropriate fees, as detailed in the Late Charge Section below.

Security Deposit: Upon the execution of this Agreement, the TENANT shall deposit with the LANDLORD a Security Deposit in the amount of \$4,500.00, receipt of which is hereby acknowledged by the LANDLORD. This deposit shall serve as security for any damage caused to the Premises during the term of this Agreement. The Security Deposit shall be returned to the TENANT, without interest (unless municipal code otherwise requires), and less any set off for cleaning or damage to the Premises upon the termination of this Agreement. The Security Damage Deposit may not be used to pay rent or other charges while the TENANT occupies the Premises. No refund of the Security Deposit shall be made until the TENANT has vacated the Premises and has been inspected by the LANDLORD. The return of a Security Deposit shall occur within 45 days after the TENANT vacates the Premises.

ARTICLE III - DAMAGE TO PREMISES & INSURANCE

If, by no fault of the TENANT, the Premises are totally or partially damaged or destroyed by fire, earthquake, flood, storm, accident, civil commotion, or other unavoidable cause so as to render the Premises totally or partially uninhabitable, either the LANDLORD or the TENANT may terminate this Agreement by giving the other prompt written notice. Rent shall be prorated on a thirty (30) day period based upon the date the Premises became totally or partially uninhabitable, and the prorated amount shall become the then-current monthly rent until the Premises are returned to their original condition. If the Agreement is not terminated, the LANDLORD shall promptly repair the damage, and the Rent shall be reduced based on the extent to which the damage interferes with the TENANT's reasonable use of the Premises. If damage occurs as a result of an act of the TENANT or the TENANT's guests, only the LANDLORD shall have the right of termination, and no reduction in Rent shall be made. In such a case, the TENANT shall be responsible for all costs made necessary to repair the Premises.

The TENANT is advised to carry TENANT's own insurance (ie. Renter's Insurance) to protect the TENANT's property from any such loss or damage. The TENANT's or guests' personal property and vehicles are not insured by the LANDLORD against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Nevertheless, the TENANT shall comply with any requirement imposed on the TENANT by the LANDLORD's insurer to avoid: (i) an increase in LANDLORD's insurance premium (or TENANT shall pay for the increase in premium); or (ii) loss of insurance.

Taxes: The LANDLORD is responsible for paying and maintaining the following Rental Property taxes and insurances:

- Real Estate Taxes and Assessments
- Casualty Insurance
- Fire Coverage Insurance

ARTICLE IV - OTHER FEES

Late Charge: The TENANT acknowledges that late payment of Rent may cause LANDLORD to incur costs and expenses, the exact amount of which is extremely difficult and impractical to determine. These costs may include but are not limited to: processing, enforcement, accounting expenses and late charges imposed on the LANDLORD. Partial payments are not accepted. In the event that any payment required to be paid by TENANT hereunder is not made within 2 days after it is due, the TENANT shall pay to the LANDLORD, in addition to such payment or other charges due

hereunder, a "late fee" in the amount of \$67.50. Late fees are deemed additional Rent.

Returned Checks: The TENANT acknowledges that the issuance of a returned check may cause the LANDLORD to incur additional costs and expenses, the exact amount of which is extremely difficult and impractical to determine. If any payment is returned by the TENANT's financial institution, for any reason, the LANDLORD may require all future payments to be made in cash or by certified check. In addition, the TENANT shall pay a \$0.00 returned check fee. All fees, late fees, and service charges incurred by the TENANT, as well as any expenses including reasonable attorney's fees incurred by the LANDLORD in instituting and prosecuting any actions by reason of any default of the TENANT hereunder, shall be deemed to be additional rent and shall be due from the TENANT to the LANDLORD immediately following the incurring of the respective expenses, the nonpayment of which shall be a breach of this Agreement for nonpayment of rent.

ARTICLE V - USE OF THE PREMISES

The Premises shall be used and occupied by the TENANT and the TENANT's immediate family, consisting of people, exclusively, and no part of the Premises shall be used at any time during the term of this Agreement by the TENANT for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private residential dwelling. The TENANT shall not allow any other person, other than TENANT's immediate family or transient relatives and friends who are guests of the TENANT, to use or occupy the Premises without first obtaining the LANDLORD's written consent to such use. The TENANT shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

Any additions to the household members named on this Lease, including live-in aides and foster children, but excluding natural births, require the advance written approval of the LANDLORD. Such approval will be granted only if the new family members pass the LANDLORD's screening criteria and a unit of the appropriate size is available. Permission to add live-in aides and foster children shall not be unreasonably refused. The TENANT agrees not to have the same overnight guest for more than 0 consecutive nights, and no more than a total of 0 nights per year.

The TENANT shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

Pets: Pets are not allowed at the Premises without the express written consent of the LANDLORD. The TENANT shall be entitled to keep no more than 1 domestic dogs, cats or birds. The TENANT shall pay to the LANDLORD a pet deposit of \$0.00 which shall be non-refundable and shall be used upon the termination or expiration of this Agreement for the purposes of cleaning the Premises. No animal that is undomesticated or that is considered illegal according to federal, state or local law will be tolerated at the Premises. The TENANT shall be responsible for any possible damage caused by an authorized or unauthorized pet, including but not limited to: damage to house (and yard) caused by urination/defecation, pests brought into the property on or by the animal, damage to the house, yard or third parties caused by actions of the pet (scratching, clawing, biting, etc.), or any claims brought by a third party due to the animal.

ARTICLE VI - CONDITION OF PREMISES; IMPROVEMENTS

The TENANT hereby stipulates, represents and warrants that the TENANT has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and habitable condition. The TENANT has examined and determined that all included appliances and fixtures, if any, including smoke detector(s), are clean and in operable condition, within one month of move-in.

Lead-Based Paint Disclosure: This property was built before 1978. Housing built before 1978 may contain lead-based paint. Lead paint, paint chips and dust can cause health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of lead-based paint hazards in the dwelling. Renters must also receive a federally-approved pamphlet on lead poisoning prevention. A lead-based paint inspection was conducted on this property. The LANDLORD has knowledge that there is lead-based paint or lead-based paint hazards on the Premises. The LANDLORD has knowledge that there is no lead-based paint nor lead-based paint hazards on the Premises.

Neighborhood Conditions: The TENANT is advised to seek information as to the neighborhood or area conditions, including: schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of TENANT. The TENANT's dissatisfaction with any of these issues shall in no way be a valid reason for terminating this Agreement or failing to make the necessary rental payments.

Improvements & Alterations: The TENANT shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of the LANDLORD. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by the TENANT shall, unless otherwise provided by written agreement between the LANDLORD and the TENANT, be and become the property of the LANDLORD and remain on the Premises at the expiration or early termination of this Agreement. Should the TENANT fail to obtain the LANDLORD's written consent for such alterations or improvements, then the LANDLORD may charge the TENANT for restoration of the Premises to the condition it was in prior to any alterations or improvements. The TENANT shall not be allowed to make any repairs, alterations, or improvements in or about the Premises including but not limited to: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials. The LANDLORD shall not be responsible for costs of alterations or repairs made by the TENANT, and the TENANT shall not be allowed to deduct from the Rent the costs of any such repairs, alterations or improvements done without the LANDLORD's consent. Any unilateral deduction made by the TENANT shall be considered unpaid Rent.

ARTICLE VII - KEYS; LOCKS

The TENANT shall be issued 1 keys to the property and 0 keys to the mailbox by the LANDLORD upon the signing of this Agreement.

In the event the TENANT loses the keys that were issued at the signing of this Agreement and the TENANT requests more keys from the LANDLORD, the TENANT shall be required to pay, in advance, \$50.00 per key requested.

In addition, there will be a \$50.00 charge for the second and each subsequent time the LANDLORD is called to let any of the TENANTS into the Premises, whatever the reason.

In the event the TENANT re-locks existing locks or opening devices with the LANDLORD's consent, the TENANT shall immediately deliver copies of all keys to the LANDLORD. The TENANT shall pay all costs and charges related to loss of any keys or opening devices. The TENANT may not remove locks, even if installed by the TENANT.

ARTICLE VIII - NO ASSIGNMENT OR SUB-LETTING

The TENANT shall not assign this Agreement, or sublet or grant any license to use the Premises or any part thereof without the prior written consent of the LANDLORD. Unless such consent is obtained, any assignment, transfer or subletting of the Premises or of this Agreement or tenancy, by voluntary act of the TENANT, by operation of law or otherwise, shall, at the option of the LANDLORD, terminate this Agreement. Any proposed assignee, transferee or sub-TENANT shall submit to the LANDLORD an application and credit information for LANDLORD's approval and, if approved, sign a separate written agreement with the LANDLORD and the TENANT. The LANDLORD's consent on such assignment, sub-letting or license shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release the TENANT or TENANT's obligations under this Agreement. An assignment, subletting or license without the prior written consent of the LANDLORD, or an assignment or subletting by operation of law, shall be absolutely null and void and shall, at LANDLORD's option, terminate this Agreement.

ARTICLE IX - NON-DELIVERY OF POSSESSION

In the event the LANDLORD cannot deliver possession of the Premises to TENANT upon the Commencement Date, such Date shall be extended to the date on which possession is made available to TENANT. If non-delivery of possession is through no fault of the LANDLORD or its agents, then the LANDLORD or its agents shall have no liability, but the rent provided for herein shall be abated until possession is given. The LANDLORD or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, the TENANT hereby agrees to accept the Premises and pay the rent stated herein from that date forward. In the event possession cannot be delivered within thirty (30) days, through no fault of LANDLORD or its agents, then the TENANT may terminate this Agreement by giving written notice to the LANDLORD, and the TENANT shall be refunded all Rent and security deposit paid, if any. Possession is deemed terminated when the TENANT has returned all keys to the Premises to the LANDLORD.

ARTICLE X - UTILITIES; STORAGE; PARKING

Utilities: Tenant shall be responsible for arranging and paying for all utility services required on the Premises.

Storage: The TENANT shall store only personal property that TENANT owns, and shall not store property claimed by another or in which another has any right, title or interest. The TENANT shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

Parking: Vehicle parking is to be used only for properly licensed and operable motor vehicles. NO trailers, boats, campers, recreational vehicles, buses, trucks or unregistered vehicles are to be brought on the Premises. NO parking or driving on the property lawn or neighbor's lawns or driveway is permitted. Any cars found parked on the lawn will be towed at TENANT's expense. Parking space is to be kept clean and cars must be parked in an orderly fashion. Mechanical work or storage of inoperable vehicles is not permitted in garage or parking space or elsewhere on the Premises. The LANDLORD, at the TENANT's expense, may remove disabled vehicles and unregistered vehicles at any time. NO vehicle maintenance may be performed on the property (i.e. oil changes, brake changes, etc.). Town parking restrictions must be followed.

ARTICLE XI - MAINTENANCE & REPAIRS; RULES

The TENANT shall keep, maintain and safeguard the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, the TENANT shall:

- a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- c) Not obstruct or cover the windows and doors;
- d) Not leave windows or doors in an open position during any inclement weather;
- e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of the LANDLORD;
- g) Keep all air conditioning filters clean and free from dirt;
- h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and use same only for the purposes for which they were constructed;
- i) Not allow any sweepings, rubbish, sand, rags, ashes or other such substances to be thrown or deposited in the lavatories, sinks or toilets (any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by the TENANT);
- j) Not make or permit any guests to make any loud or improper noises, or otherwise disturb the quiet enjoyment of other residents;
- k) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
- l) Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and not allow any trash, garbage, rubbish or refuse to be deposited or left to stand on the exterior of any building or within the common elements;
- m) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them;
- n) Properly use, operate and safeguard all landscaping, and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them and the Premises clean, sanitary and well ventilated; and
- o) Be responsible for checking and maintaining all smoke detectors.

The TENANT shall immediately notify the LANDLORD, in writing, of any problem, malfunction or damage to the Premises. The TENANT shall be charged for all repairs or replacements caused by TENANT's negligence or misuse, or that of TENANT's pets, guests or licensees, excluding ordinary

wear and tear. The TENANT shall be charged for all damage to the Premises as a result of failure to report a problem in a timely manner. The TENANT shall also be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.

The TENANT agrees to comply with all of LANDLORD's rules and regulations that are at any time posted on the Premises or delivered to the TENANT. The TENANT shall not, and shall ensure that guests and licensees of TENANT shall not, disturb, annoy, endanger or interfere with neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing or transporting illegal drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

ARTICLE XII - INSPECTION OF PREMISES

The LANDLORD and the TENANT will complete, sign, and date a rental inspection checklist at the beginning of the tenancy. The LANDLORD and LANDLORD's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of (i) inspecting the Premises and all buildings and improvements thereon; (ii) for the purposes of making any necessary or agreed repairs, decorations, additions or alterations as may be deemed appropriate by the LANDLORD; and (iii) for the preservation of the Premises or the building. The LANDLORD and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease.

Entry Notice: The LANDLORD and the TENANT hereby agree that 24-hour notice shall be reasonable and sufficient notice to exercise the right to enter, except to conduct an inspection of the Premises prior to the TENANT moving out, which shall require 48-hour written notice. Notice may be given orally to show the Premises to actual or prospective purchasers provided the TENANT has been notified in writing within 120 days preceding the oral notice that the Premises are for sale and that oral notice may be given to show the Premises. No notice is required: (i) to enter in case of an emergency; (ii) if the TENANT is present and consents at the time of entry; or (iii) if the TENANT has abandoned or surrendered the Premises. No written notice is required if the LANDLORD and TENANT orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.

Temporary Relocation: Subject to local law, the TENANT hereby agrees to, upon demand of the LANDLORD, to temporarily vacate the Premises for a reasonable period to allow for fumigation (or other methods) to control wood destroying pests or organisms, or perform other necessary repairs to the Premises. The TENANT agrees to comply with all instructions and requirements necessary to prepare the Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables.

ARTICLE XIII - EARLY TERMINATION OF LEASE

During the initial term of this Agreement or any extension thereof, the LANDLORD may immediately terminate the tenancy on the following grounds:

- a) Serious or repeated violations of the terms and conditions of this Agreement;
- b) Violation of Federal, State, or local law that imposes obligations on the TENANT in connection with the occupancy or use of the Premises;
- c) Any criminal activity (as provided in "Criminal Activity" sub-section described below);
- d) Non-payment of rent or repeated failure to pay rent in a timely manner;
- e) Any misrepresentation or false statement of information on TENANT's application regardless of whether intentional or negligent;
- f) Interfering with the management of the property or causing an undue financial burden on the property; or
- g) Other good cause.

In the event of early termination by the TENANT during the initial term of this Agreement, the TENANT shall be required to pay \$2,000.00, or the remaining balance of the lease agreement, whichever is less, as an early termination fee. The TENANT shall also be responsible for lost rent, rental commissions, advertising expenses, cleaning and painting costs necessary to ready the Premises for re-rental.

After the initial term of this Agreement, or in case of a month-to-month tenancy, the TENANT may terminate the Lease with a minimum of 90 calendar days written notice.

In addition to the above, the LANDLORD and the TENANT may mutually agree to terminate the Lease subject to any agreed upon terms of a subsequent "Release Agreement."

Criminal Activity: Any of the following types of criminal activity by the TENANT, any member of the household, or a guest or other person under the TENANT's control shall be cause for immediate termination of the tenancy:

- a) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the Premises by other residents or persons residing in the immediate vicinity of the Premises (including conduct/actions against the LANDLORD and/or property management staff and/or any agents of the LANDLORD);
- b) Any violent criminal activity on or off the premises;
- c) Any drug-related criminal activity on or off the premises;
- d) Illegal use or possession of a controlled substance;
- e) Criminal interference with management of property.

Criminal activity relating to domestic violence, dating violence, sexual assault or stalking shall not be cause for eviction of the TENANT or immediate family member of the TENANT's household who is a victim of such domestic violence, dating violence, sexual assault or stalking. This exception for victims of domestic violence does not apply to the eviction of a family member who is the perpetrator of the domestic violence.

The LANDLORD may terminate the tenancy for criminal activity in accordance with this section if the LANDLORD determines that the household member/guest has committed the criminal activity, regardless of whether the household member/guest has been arrested or convicted for such activity. In addition, the LANDLORD may also terminate the tenancy if any member of the household is fleeing to avoid prosecution, or custody after conviction for a crime, or attempt to commit a crime, that is a felony or is violating a condition of probation or parole under Federal or State law.

Termination Notice and Eviction: The LANDLORD must give the TENANT a notice that specifies the grounds for termination of the tenancy. The notice of grounds must be given at or before commencement of any eviction action. The notice of grounds may be included in, or may be combined

with, any eviction notice to the TENANT. The LANDLORD's eviction notice means a notice to vacate, or a complaint used under State or local law to commence an eviction action. The LANDLORD may only evict the TENANT from the Premises by instituting a court action.

ARTICLE XIV - TENANT'S OBLIGATIONS UPON VACATING PREMISES

Upon the termination of this Agreement, the TENANT shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excluded.

Specifically, upon the termination of the Agreement, the TENANT shall:

- a) Give the LANDLORD all copies of all keys or opening devices to the Premises, including any mailboxes and common areas;
- b) Vacate and surrender the Premises to the LANDLORD, empty of all persons and personal property;
- c) Vacate any and all parking and storage spaces;
- d) Clean and deliver the Premises to the LANDLORD in the same condition as they were received;
- e) Give written notice to LANDLORD of the TENANT's forwarding address.

Right to Pre-Move-Out Inspection and Repairs: After giving or receiving notice of termination, or before the end of the Lease, the TENANT has the right to request an inspection of the Premises to take place. If TENANT requests such an inspection, TENANT shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. Any repairs or alterations made to the Premises as a result of this inspection (collectively the "Repairs") shall be made at TENANT's expense. The Repairs may be performed by the TENANT or through others, who have adequate insurance and licenses and are approved by LANDLORD. The work shall comply with applicable law, including governmental permit inspection and approval requirements. The Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all repairs may not be possible.

ARTICLE XV - TENANT'S RIGHTS & RESPONSIBILITIES

Quiet Enjoyment: The TENANT, upon payment of all of the sums referred to herein as being payable by TENANT and TENANT's performance of all TENANT's obligations contained herein and TENANT's observance of all rules and regulations, shall be able to peacefully and quietly have, hold and enjoy the Premises for the term hereof.

Indemnification: The LANDLORD shall not be liable for any damage or injury of or to the TENANT, TENANT's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and the TENANT hereby agrees to indemnify, defend and hold the LANDLORD harmless from any and all claims or assertions of every kind and nature relating to same.

Default: If the TENANT fails to comply with any of the material provisions of this Agreement (other than the covenant to pay rent) or with any present rules and regulations or any that may be hereafter prescribed by the LANDLORD, or materially fails to comply with any duties imposed on the TENANT by statute, within seven (7) days after delivery of written notice by the LANDLORD specifying the non-compliance and indicating the intention of LANDLORD to terminate the Lease by reason thereof, the LANDLORD may then terminate this Agreement.

Acceleration: If the TENANT fails to pay Rent when due and the default continues for seven (7) days thereafter, the LANDLORD may, at LANDLORD's option, declare the entire balance of Rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to LANDLORD at law or in equity or may immediately terminate this Agreement.

Joint Obligations: If there is more than one TENANT, each one shall be individually and completely responsible for the performance of all obligations of TENANT under this Agreement, jointly with every other TENANT, and individually, whether or not in possession.

ARTICLE XVI - ABANDONMENT

If at any time during the term of this Agreement the TENANT abandons the Premises or any part thereof, LANDLORD may, at LANDLORD's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to TENANT for damages or for any payment of any kind whatsoever. The LANDLORD may, at LANDLORD's discretion, acting as agent for the TENANT, relet the Premises, or any part thereof, for the whole or any part of the then unexpired term of this Agreement, and may receive and collect all rent payable by virtue of such reletting. And may, at LANDLORD's option, hold the TENANT liable for any difference between the rent that would have been payable under this Agreement and the net rent for such period realized by the LANDLORD by means of such reletting. If LANDLORD's right of reentry is exercised following abandonment of the Premises by TENANT, then LANDLORD shall consider any personal property belonging to TENANT and left on the Premises to also have been abandoned, in which case the LANDLORD may dispose of all such personal property in any manner LANDLORD shall deem proper and LANDLORD is hereby relieved of all liability for doing so.

ARTICLE XVII - NOTICES

Notices may be served at the following addresses, or at any other location subsequently designated by either Party:

If served to LANDLORD: Mt Vernon Group LLC

12471 Chestnut Cir, 4
Princess Anne, Maryland 21853

If served to TENANT: Vivian Hastings, Jessica Truitt

11617 Beckford Ave
Princess Anne, Maryland 21853

ARTICLE XVIII - MISCELLANEOUS PROVISIONS

Waiver: The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach. No indulgence, waiver, election or non-election by the LANDLORD under this Agreement shall affect TENANT's duties and liabilities hereunder.

Attorney's Fees: Should it become necessary for the LANDLORD to employ an attorney to enforce any of the conditions or covenants of this Agreement, including the collection of Rent or gaining possession of the Premises, the TENANT agrees to pay all expenses so incurred, including all

reasonable attorneys' fee and costs.

Governing Law: This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Maryland.

Severability: If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

Binding Effect: The covenants, obligations and conditions contained in this Agreement shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

Construction: The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

Headings: The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the LANDLORD or the TENANT.

Modifications: The parties hereby agree that this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

Entire Agreement: The parties hereby agree that this document contains the entire agreement between the parties and all understandings between them are incorporated herein. Its terms are intended by the parties as a final, complete and exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement.

*** REMAINDER OF THIS PAGE LEFT PURPOSEFULLY BLANK ***

AGREED:

As to LANDLORD on 03/01/2025

LANDLORD: Mt Vernon Group LLC

E R Demery / AGENT

(Landlord Signature)

410-603-4455

JAY BECKETT
PROPERTY MANAGER

As to TENANT on 03/01/2025

TENANT: Vivian Hastings, Jessica Truitt

Vivian J. Hastings

(Tenant Signature)

Jessica M. Truitt

(Tenant Signature)

EXHIBIT #2

RESIDENTIAL LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement" or the "Lease") is made and entered into on , by and between Mt Vernon Group LLC (hereinafter referred to as "LANDLORD") and Carol Vance, Lonnie Polk (hereinafter collectively referred to as "TENANT"). No other tenants are allowed without the written consent of the LANDLORD, or the execution of a new lease agreement.

PREAMBLE

WHEREAS the LANDLORD is the proprietor of the real estate property located at 326 Pine St. Crisfield Maryland 21817 in Somerset County (hereinafter referred to as the "Premises"); and

WHEREAS, the LANDLORD wishes to lease the Premises to the TENANT upon the terms and conditions contained in this Agreement; and

WHEREAS the TENANT wishes to lease the Premises from the LANDLORD upon the terms and conditions contained herein;

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

ARTICLE I - TERM

The lease term begins on 03/07/2023 (hereinafter referred to as the "Commencement Date"), and shall terminate at 12 o'clock midnight on 03/01/2026. The TENANT shall vacate the premises upon termination of the Agreement, unless (i) the LANDLORD and the TENANT have agreed to extend this Agreement or have signed a new lease agreement, (ii) the LANDLORD accepts further rent from the TENANT (other than past due rent) in which case a month-to-month tenancy shall be created which either party may terminate by a thirty (30) day written notice. In the event a month-to-month tenancy results, rent shall be at a rate agreed to by the LANDLORD and the TENANT, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

ARTICLE II - PAYMENTS

"Rent" shall mean all monetary obligations owed by the TENANT to the LANDLORD under the terms of this Agreement, except for the security deposit, if any.

Amount: The total monthly rent for the duration of this Agreement is the sum of \$1,350.00 per month.

Due Date: Rent is payable by the First day of each month and shall be considered late 3 days after aforementioned date. The first month's rent is to be paid upon the execution of this Agreement.

Payment Information: All rent payments due under this Agreement shall be made directly to the LANDLORD at LANDLORD's address listed here: 12471 Chestnut Cir, 4, Princess Anne, Maryland 21853 or any other location subsequently specified by the LANDLORD in writing to the TENANT on or before its due date and without demand. If any payment is returned for non-sufficient funds, stop payment, or account closure by the TENANT's bank, the LANDLORD may charge TENANT for all appropriate fees as detailed in the Late Charge Section below.

Security Deposit: Upon the execution of this Agreement, the TENANT shall deposit with the LANDLORD a Security Deposit in the amount of \$3,850.00, receipt of which is hereby acknowledged by the LANDLORD. This deposit shall serve as security for any damage caused to the Premises during the term of this Agreement. The Security Deposit shall be returned to the TENANT, without interest (unless municipal code otherwise requires) and less any set off for cleaning or damage to the Premises upon the termination of this Agreement. The Security Deposit may not be used to pay rent or other charges while the TENANT occupies the Premises. No refund of the Security Deposit shall be made until the TENANT has vacated the Premises and has been inspected by the LANDLORD. The return of a Security Deposit shall occur within 45 days after the TENANT vacates the Premises.

ARTICLE III - DAMAGE TO PREMISES & INSURANCE

If, by no fault of the TENANT, the Premises are totally or partially damaged or destroyed by fire, earthquake, flood, storm, accident, civil commotion, or other unavoidable cause so as to render the Premises totally or partially uninhabitable, either the LANDLORD or the TENANT may terminate this Agreement by giving the other prompt written notice. Rent shall be prorated on a thirty (30) day period based upon the date the Premises became totally or partially uninhabitable, and the prorated amount shall become the then-current monthly rent until the Premises are returned to their original condition. If the Agreement is not terminated, the LANDLORD shall promptly repair the damage, and the Rent shall be reduced based on the extent to which the damage interferes with the TENANT's reasonable use of the Premises. If damage occurs as a result of an act of the TENANT or the TENANT's guests, only the LANDLORD shall have the right of termination, and no reduction in Rent shall be made. In such a case, the TENANT shall be responsible for all costs made necessary to repair the Premises.

The TENANT is advised to carry TENANT's own insurance (ie. Renter's Insurance) to protect the TENANT's property from any such loss or damage. The TENANT's or guests' personal property and vehicles are not insured by the LANDLORD against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Nevertheless, the TENANT shall comply with any requirement imposed on the TENANT by the LANDLORD's insurer to avoid (i) an increase in LANDLORD's insurance premium (or TENANT shall pay for the increase in premium) or (ii) loss of insurance.

Taxes: The LANDLORD is responsible for paying and maintaining the following Rental Property taxes and insurances:

- Real Estate Taxes and Assessments
- Casualty Insurance
- Fire Coverage Insurance
- Flood Insurance

ARTICLE IV - OTHER FEES

Late Charge: The TENANT acknowledges that late payment of Rent may cause LANDLORD to incur costs and expenses, the exact amount of which is extremely difficult and impractical to determine. These costs may include but are not limited to processing, enforcement, accounting expenses and late charges imposed on the LANDLORD. Partial payments are not accepted. In the event that any payment required to be paid by TENANT

hereunder is not made within 3 days after it is due the TENANT shall pay to the LANDLORD, in addition to such payment or other charge, due hereunder a late fee in the amount of \$60.00. Late fees are deemed additional Rent.

Returned Checks The TENANT acknowledges that the issuance of a returned check may cause the LANDLORD to incur additional cost, and expenses the exact amount of which is extremely difficult and impractical to determine. If any payment is returned by the TENANT's financial institution for any reason, the LANDLORD may require all future payments to be made in cash or by certified check. In addition, the TENANT shall pay a \$0.00 returned check fee. All fees, late fees, and service charges incurred by the TENANT, as well as any expenses including reasonable attorney's fees incurred by the LANDLORD in instituting and prosecuting any actions by reason of any default of the TENANT hereunder, shall be deemed to be additional rent and shall be due from the TENANT to the LANDLORD immediately following the incurring of the respective expenses, the nonpayment of which shall be a breach of this Agreement for nonpayment of rent.

ARTICLE V - USE OF THE PREMISES

The Premises shall be used and occupied by the TENANT and the TENANT's immediate family, consisting of 5 people, exclusively and no part of the Premises shall be used at any time during the term of this Agreement by the TENANT for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private residential dwelling. The TENANT shall not allow any other person, other than TENANT's immediate family or transient relatives and friends who are guests of the TENANT, to use or occupy the Premises without first obtaining the LANDLORD's written consent to such use. The TENANT shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

Any additions to the household members named on this Lease, including live-in aides and foster children, but excluding natural births, require the advance written approval of the LANDLORD. Such approval will be granted only if the new family members pass the LANDLORD's screening criteria and a unit of the appropriate size is available. Permission to add live-in aides and foster children shall not be unreasonably refused. The TENANT agrees not to have the same overnight guest for more than 0 consecutive nights, and no more than a total of 0 nights per year.

The TENANT shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

Pets: Pets are not allowed at the Premises without the express written consent of the LANDLORD. The TENANT shall be entitled to keep no more than 1 domestic dogs, cats or birds. The TENANT shall pay to the LANDLORD a pet deposit of \$0.00 which shall be non-refundable and shall be used upon the termination or expiration of this Agreement for the purposes of cleaning the Premises. No animal that is undomesticated or that is considered illegal according to federal, state or local law will be tolerated at the Premises. The TENANT shall be responsible for any possible damage caused by an authorized or unauthorized pet, including but not limited to: damage to house (and yard) caused by urination/defecation, pests brought into the property, on or by the animal, damage to the house, yard or third parties caused by actions of the pet (scratching, clawing, biting, etc.) or any claims brought by a third party due to the animal.

ARTICLE VI - CONDITION OF PREMISES; IMPROVEMENTS

The TENANT hereby stipulates, represents and warrants that the TENANT has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and habitable condition. The TENANT has examined and determined that all included appliances and fixtures, if any, including smoke detector(s), are clean and in operable condition, within one month of move-in.

Lead-Based Paint Disclosure: This property was built before 1978. Housing built before 1978 may contain lead-based paint. Lead paint, paint chips and dust can cause health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of lead-based paint hazards in the dwelling. Renters must also receive a federally-approved pamphlet on lead poisoning prevention. A lead-based paint inspection was conducted on this property. The LANDLORD has knowledge that there is lead-based paint or lead-based paint hazards on the Premises. The LANDLORD has knowledge that there is no lead-based paint nor lead-based paint hazards on the Premises.

Neighborhood Conditions: The TENANT is advised to seek information as to the neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of TENANT. The TENANT's dissatisfaction with any of these issues shall in no way be a valid reason for terminating this Agreement or failing to make the necessary rental payments.

Improvements & Alterations The TENANT shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of the LANDLORD. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by the TENANT shall, unless otherwise provided by written agreement between the LANDLORD and the TENANT, be and become the property of the LANDLORD and remain on the Premises at the expiration or early termination of this Agreement. Should the TENANT fail to obtain the LANDLORD's written consent for such alterations or improvements, then the LANDLORD may charge the TENANT for restoration of the Premises to the condition it was in prior to any alterations or improvements. The TENANT shall not be allowed to make any repairs, alterations or improvements in or about the Premises including but not limited to: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits or using screws, fastening devices, large nails or adhesive materials. The LANDLORD shall not be responsible for costs of alterations or repairs made by the TENANT, and the TENANT shall not be allowed to deduct from the Rent the costs of any such repairs, alterations or improvements done without the LANDLORD's consent. Any unilateral deduction made by the TENANT shall be considered unpaid Rent.

ARTICLE VII - KEYS; LOCKS

The TENANT shall be issued 1 key to the property and 0 keys to the mailbox by the LANDLORD upon the signing of this Agreement.

In the event the TENANT loses the keys that were issued at the signing of this Agreement and the TENANT requests more keys from the LANDLORD, the TENANT shall be required to pay, in advance, \$75.00 per key requested.

In addition, there will be a \$75.00 charge for the second and each subsequent time the LANDLORD is called to let any of the TENANTS into the Premises, whatever the reason.

In the event the TENANT re-keys existing locks or opening devices with the LANDLORD's consent the TENANT shall immediately deliver copies of all keys to the LANDLORD. The TENANT shall pay all costs and charges related to loss of any keys or opening devices. The TENANT may not remove locks even if installed by the TENANT.

ARTICLE VIII - NO ASSIGNMENT OR SUB-LETTING

The TENANT shall not assign this Agreement, or sublet or grant any license to use the Premises or any part thereof without the prior written consent of the LANDLORD. Unless such consent is obtained, any assignment, transfer or subletting of the Premises or of this Agreement or tenancy, by voluntary act of the TENANT by operation of law or otherwise, shall, at the option of the LANDLORD, terminate this Agreement. Any proposed assignee, transferee or sub-TENANT shall submit to the LANDLORD an application and credit information for LANDLORD's approval and if approved, sign a separate written agreement with the LANDLORD and the TENANT. The LANDLORD's consent on such assignment, sub-letting or license shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release the TENANT or TENANT's obligations under this Agreement. An assignment, subletting or license without the prior written consent of the LANDLORD, or an assignment or subletting by operation of law, shall be absolutely null and void and shall, at LANDLORD's option, terminate this Agreement.

ARTICLE IX - NON-DELIVERY OF POSSESSION

In the event the LANDLORD cannot deliver possession of the Premises to TENANT upon the Commencement Date, such Date shall be extended to the date on which possession is made available to TENANT. If non-delivery of possession is through no fault of the LANDLORD or its agents, then the LANDLORD or its agents shall have no liability, but the rent provided for herein shall be abated until possession is given. The LANDLORD or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, the TENANT hereby agrees to accept the Premises and pay the rent stated herein from that date forward. In the event possession cannot be delivered within thirty (30) days, through no fault of LANDLORD or its agents, then the TENANT may terminate this Agreement by giving written notice to the LANDLORD, and the TENANT shall be refunded all Rent and security deposit paid, if any. Possession is deemed terminated when the TENANT has returned all keys to the Premises to the LANDLORD.

ARTICLE X - UTILITIES; STORAGE; PARKING

Utilities: Tenant shall be responsible for arranging and paying for all utility services required on the Premises.

Storage: The TENANT shall store only personal property that TENANT owns, and shall not store property claimed by another or in which another has any right, title or interest. The TENANT shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

Parking: Vehicle parking is to be used only for properly licensed and operable motor vehicles. NO trailers, boats, campers, recreational vehicles, buses, trucks or unregistered vehicles are to be brought on the Premises. NO parking or driving on the property lawn or neighbor's lawns or driveway is permitted. Any cars found parked on the lawn will be towed at TENANT's expense. Parking space is to be kept clean and cars must be parked in an orderly fashion. Mechanical work or storage of inoperable vehicles is not permitted in garage or parking space or elsewhere on the Premises. The LANDLORD, at the TENANT's expense, may remove disabled vehicles and unregistered vehicles at any time. NO vehicle maintenance may be performed on the property (i.e. oil changes, brake changes, etc.). Town parking restrictions must be followed.

ARTICLE XI - MAINTENANCE & REPAIRS; RULES

The TENANT shall keep, maintain and safeguard the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, the TENANT shall:

- a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only.
- b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair.
- c) Not obstruct or cover the windows and doors.
- d) Not leave windows or doors in an open position during any inclement weather.
- e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space.
- f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of the LANDLORD.
- g) Keep all air conditioning filters clean and free from dirt.
- h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and use same only for the purposes for which they were constructed.
- i) Not allow any sweepings, rubbish, sand, rags, ashes or other such substances to be thrown or deposited in the lavatories, sinks or toilets (any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by the TENANT).
- j) Not make or permit any guests to make any loud or improper noises, or otherwise disturb the quiet enjoyment of other residents.
- k) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents.
- l) Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and not allow any trash, garbage, rubbish or refuse to be deposited or left to stand on the exterior of any building or within the common elements.
- m) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.
- n) Properly use, operate and safeguard all landscaping, and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them and the Premises clean, sanitary and well ventilated, and
- o) Be responsible for checking and maintaining all smoke detectors.

The TENANT shall immediately notify the LANDLORD, in writing, of any problem, malfunction or damage to the Premises. The TENANT shall be charged for all repairs or replacements caused by TENANT's negligence or misuse, or that of TENANT's pets, guests or licensees, excluding ordinary

wear and tear. The TENANT shall be charged for all damage to the Premises as a result of failure to report a problem in a timely manner. The TENANT shall also be charged for repair of drain blockages or stoppages unless caused by defective plumbing parts or tree roots invading sewer lines.

The TENANT agrees to comply with all of LANDLORD's rules and regulations that are at any time posted on the Premises or delivered to the TENANT. The TENANT shall not and shall ensure that guests and licensees of TENANT shall not disturb, annoy, endanger or interfere with neighbors or use the Premises for any unlawful purposes, including but not limited to, using, manufacturing, selling, storing or transporting illegal drugs or other contraband or violate any law or ordinance or commit a waste or nuisance on or about the Premises.

ARTICLE XII - INSPECTION OF PREMISES

The LANDLORD and the TENANT will complete, sign, and date a rental inspection checklist at the beginning of the tenancy. The LANDLORD and LANDLORD's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of (i) inspecting the Premises and all buildings and improvements thereon, (ii) for the purposes of making any necessary or agreed repairs, decorations, additions or alterations as may be deemed appropriate by the LANDLORD, and (iii) for the preservation of the Premises or the building. The LANDLORD and its agents shall further have the right to exhibit the Premises and to display the usual "for sale" "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease.

Entry Notice. The LANDLORD and the TENANT hereby agree that 24-hour notice shall be reasonable and sufficient notice to exercise the right to enter, except to conduct an inspection of the Premises prior to the TENANT moving out, which shall require 48-hour written notice. Notice may be given orally to show the Premises to actual or prospective purchasers provided the TENANT has been notified in writing within 120 days preceding the oral notice that the Premises are for sale and that oral notice may be given to show the Premises. No notice is required (i) to enter in case of an emergency, (ii) if the TENANT is present and consents at the time of entry, or (iii) if the TENANT has abandoned or surrendered the Premises. No written notice is required if the LANDLORD and TENANT orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.

Temporary Relocation: Subject to local law, the TENANT hereby agrees to, upon demand of the LANDLORD, to temporarily vacate the Premises for a reasonable period to allow for fumigation (or other methods) to control wood destroying pests or organisms, or perform other necessary repairs to the Premises. The TENANT agrees to comply with all instructions and requirements necessary to prepare the Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables.

ARTICLE XIII - EARLY TERMINATION OF LEASE

During the initial term of this Agreement or any extension thereof, the LANDLORD may immediately terminate the tenancy on the following grounds:

- a) Serious or repeated violations of the terms and conditions of this Agreement.
- b) Violation of Federal, State, or local law that imposes obligations on the TENANT in connection with the occupancy or use of the Premises.
- c) Any criminal activity (as provided in "Criminal Activity" sub-section described below).
- d) Non-payment of rent or repeated failure to pay rent in a timely manner.
- e) Any misrepresentation or false statement of information on TENANT's application regardless of whether intentional or negligent.
- f) Interfering with the management of the property or causing an undue financial burden on the property, or
- g) Other good cause.

In the event of early termination by the TENANT during the initial term of this Agreement, the TENANT shall be required to pay \$3,000.00 or the remaining balance of the lease agreement, whichever is less, as an early termination fee. The TENANT shall also be responsible for lost rent, rental commissions, advertising expenses, cleaning and painting costs necessary to ready the Premises for re-rental.

After the initial term of this Agreement, or in case of a month-to-month tenancy, the TENANT may terminate the Lease with a minimum of 90 calendar days written notice.

In addition to the above, the LANDLORD and the TENANT may mutually agree to terminate the Lease subject to any agreed upon terms of a subsequent Release Agreement.

Criminal Activity: Any of the following types of criminal activity by the TENANT, any member of the household, or a guest or other person under the TENANT's control shall be cause for immediate termination of the tenancy:

- a) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the Premises by other residents or persons residing in the immediate vicinity of the Premises (including conduct/actions against the LANDLORD and/or property management staff and/or any agents of the LANDLORD).
- b) Any violent criminal activity on or off the premises.
- c) Any drug-related criminal activity on or off the premises.
- d) Illegal use or possession of a controlled substance.
- e) Criminal interference with management of property.

Criminal activity relating to domestic violence, dating violence, sexual assault or stalking shall not be cause for eviction of the TENANT or immediate family member of the TENANT's household who is a victim of such domestic violence, dating violence, sexual assault or stalking. This exception for victims of domestic violence does not apply to the eviction of a family member who is the perpetrator of the domestic violence.

The LANDLORD may terminate the tenancy for criminal activity in accordance with this section if the LANDLORD determines that the household member/guest has committed the criminal activity regardless of whether the household member/guest has been arrested or convicted for such activity. In addition, the LANDLORD may also terminate the tenancy if any member of the household is fleeing to avoid prosecution or custody after conviction for a crime or attempt to commit a crime that is a felony or is violating a condition of probation or parole under Federal or State law.

Termination Notice and Eviction. The LANDLORD must give the TENANT a notice that specifies the grounds for termination of the tenancy. The notice of grounds must be given at or before commencement of any eviction action. The notice of grounds may be included in, or may be combined

with any eviction notice to the TENANT. The LANDLORD's eviction notice means a notice to vacate or a complaint used under State or local law to commence an eviction action. The LANDLORD may only evict the TENANT from the Premises by instituting a court action.

ARTICLE XIV - TENANT'S OBLIGATIONS UPON VACATING PREMISES

Upon the termination of this Agreement, the TENANT shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excluded.

Specifically, upon the termination of the Agreement, the TENANT shall:

- a) Give the LANDLORD all copies of all keys or opening devices to the Premises, including any mailboxes and common areas.
- b) Vacate and surrender the Premises to the LANDLORD, empty of all persons and personal property.
- c) Vacate any and all parking and storage spaces.
- d) Clean and deliver the Premises to the LANDLORD in the same condition as they were received.
- e) Give written notice to LANDLORD of the TENANT's forwarding address.

Right to Pre-Move-Out Inspection and Repairs: After giving or receiving notice of termination, or before the end of the Lease, the TENANT has the right to request an inspection of the Premises to take place. If TENANT requests such an inspection, TENANT shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. Any repairs or alterations made to the Premises as a result of this inspection (collectively the "Repairs") shall be made at TENANT's expense. The Repairs may be performed by the TENANT or through others, who have adequate insurance and licenses and are approved by LANDLORD. The work shall comply with applicable law, including governmental permit inspection and approval requirements. The Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all repairs may not be possible.

ARTICLE XV - TENANT'S RIGHTS & RESPONSIBILITIES

Quiet Enjoyment: The TENANT, upon payment of all of the sums referred to herein as being payable by TENANT and TENANT's performance of all TENANT's obligations contained herein and TENANT's observance of all rules and regulations, shall be able to peacefully and quietly have, hold and enjoy the Premises for the term hereof.

Indemnification: The LANDLORD shall not be liable for any damage or injury of or to the TENANT, TENANT's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment or in the structure or equipment of the structure of which the Premises are a part, and the TENANT hereby agrees to indemnify, defend and hold the LANDLORD harmless from any and all claims or assertions of every kind and nature relating to same.

Default: If the TENANT fails to comply with any of the material provisions of this Agreement (other than the covenant to pay rent) or with any present rules and regulations or any that may be hereafter prescribed by the LANDLORD, or materially fails to comply with any duties imposed on the TENANT by statute, within seven (7) days after delivery of written notice by the LANDLORD specifying the non-compliance and indicating the intention of LANDLORD to terminate the Lease by reason thereof, the LANDLORD may then terminate this Agreement.

Acceleration: If the TENANT fails to pay Rent when due and the default continues for seven (7) days thereafter, the LANDLORD may, at LANDLORD's option, declare the entire balance of Rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to LANDLORD at law or in equity or may immediately terminate this Agreement.

Joint Obligations: If there is more than one TENANT, each one shall be individually and completely responsible for the performance of all obligations of TENANT under this Agreement, jointly with every other TENANT, and individually, whether or not in possession.

ARTICLE XVI - ABANDONMENT

If at any time during the term of this Agreement the TENANT abandons the Premises or any part thereof, LANDLORD may, at LANDLORD's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to TENANT for damages or for any payment of any kind whatsoever. The LANDLORD may, at LANDLORD's discretion, acting as agent for the TENANT, relet the Premises, or any part thereof, for the whole or any part of the then unexpired term of this Agreement, and may receive and collect all rent payable by virtue of such reletting. And may, at LANDLORD's option, hold the TENANT liable for any difference between the rent that would have been payable under this Agreement and the net rent for such period realized by the LANDLORD by means of such reletting. If LANDLORD's right of reentry is exercised following abandonment of the Premises by TENANT, then LANDLORD shall consider any personal property belonging to TENANT and left on the Premises to also have been abandoned, in which case the LANDLORD may dispose of all such personal property in any manner LANDLORD shall deem proper and LANDLORD is hereby relieved of all liability for doing so.

ARTICLE XVII - NOTICES

Notices may be served at the following addresses, or at any other location subsequently designated by either Party:

If served to LANDLORD: Mt Vernon Group LLC

12471 Chestnut Cir. 4
Princess Anne, Maryland 21853

If served to TENANT: Carol Vance, Lonnie Polk

326 Pine St
Crisfield, Maryland 21817

ARTICLE XVIII - MISCELLANEOUS PROVISIONS

Waiver: The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach. No indulgence, waiver, election or non-election by the LANDLORD under this Agreement shall affect TENANT's duties and liabilities hereunder.

Attorney's Fees: Should it become necessary for the LANDLORD to employ an attorney to enforce any of the conditions or covenants of this Agreement, including the collection of Rent or gaining possession of the Premises, the TENANT agrees to pay all expenses so incurred, including all

reasonable attorneys' fee and costs.

Governing Law: This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Maryland.

Severability: If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

Binding Effect: The covenants, obligations and conditions contained in this Agreement shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

Construction: The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

Headings: The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the LANDLORD or the TENANT.

Modifications: The parties hereby agree that this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

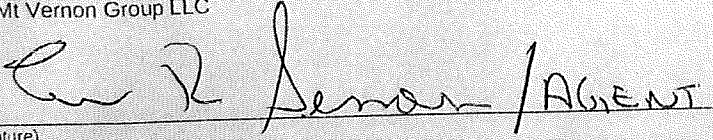
Entire Agreement: The parties hereby agree that this document contains the entire agreement between the parties and all understandings between them are incorporated herein. Its terms are intended by the parties as a final, complete and exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement.

*** REMAINDER OF THIS PAGE LEFT PURPOSEFULLY BLANK ***

AGREED.

As to LANDLORD on

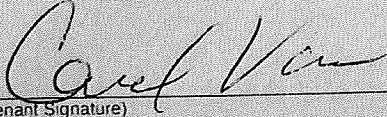
LANDLORD: Mt Vernon Group LLC

 / AGENT

(Landlord Signature)

As to TENANT on

TENANT: Carol Vance, Lonnie Polk



(Tenant Signature)



(Tenant Signature)