

**March 21, 2021**

Dear Gaurav Sekhon:

We would like to thank you for your interest in leasing an apartment at **Morgan Parc**. At this time, your lease application has been processed. Please review the following lease terms:

Apartment: **E420**  
Rent: **\$1,975.00**  
Term: **2 years**  
Lease Dates: **May 15, 2021 to May 14, 2023**  
Source: **Personal Referral**

Note that no lease is binding until counter-signed by Owner. Approval is subject to our receipt of the following executed original documents together with the payments set forth below **within 48 hours**:

- |  |                                       |
|--|---------------------------------------|
| 1) Annexed Rider to Lease Agreement        | 2) Construction Rider                 |
| 3) Cover Letter                            | 4) Electronic Delivery Rider          |
| 5) Fitness Center, Jacuzzi and Sauna Rider | 6) IDA Rider #1                       |
| 7) IDA Rider #2                            | 8) Moisture and Mold Rider            |
| 9) Non Smoking Rider                       | 10) Occupancy Rider                   |
| 11) Occupancy Rider - No Air BnB           | 12) Parking Rider                     |
| 13) Pool Rider                             | 14) Smoke or Carbon Monoxide Detector |
| 15) Sprinkler Disclosure Lease Rider       | 16) W-8 / W-9                         |
| 17) Washer/Dryer Rider                     |                                       |
- 18) Payment in the form of certified check, bank check or money order for the following: **\$1,975.00** representing the first month's rent and **\$1,975.00** representing the security deposit payable to **Mineola Metro LLC**.

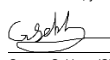
Sincerely,

Morgan Parc

Form <b>W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b> ▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.		<b>Give Form to the requester. Do not send to the IRS.</b>
	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Gaurav Sekhon</b>		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input checked="" type="checkbox"/> Individual/Sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=Corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. <b>199 Second St #E420</b>		Requester's name and address (optional)
	6 City, state, and ZIP code <b>Mineola, New York 11501</b>		
	7 List account number(s) here (optional)		

<b>Part I</b>	<b>Taxpayer Identification Number (TIN)</b>																		
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. <b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.																			
Social security number <table><tr><td>6</td><td>7</td><td>2</td><td>3</td><td>3</td><td>5</td><td>3</td><td>1</td><td>0</td></tr></table> or Employer identification number <table><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>		6	7	2	3	3	5	3	1	0									
6	7	2	3	3	5	3	1	0											

<b>Part II</b>	<b>Certification</b>
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
<b>Certification Instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	

	<b>3/22/2021</b> <b>12:17 PM EDT</b>
Gaurav Sekhon (Signature of U.S. Person)	Date
<b>General Instructions</b> Section references are to the Internal Revenue Code unless otherwise noted. <b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> . <b>Purpose of Form</b> An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. <ul style="list-style-type: none"><li>Form 1099-INT (interest earned or paid)</li></ul>	<ul style="list-style-type: none"><li>Form 1099-DIV (dividends, including those from stocks or mutual funds)</li><li>Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li><li>Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li><li>Form 1099-S (proceeds from real estate transactions)</li><li>Form 1099-K (merchant card and third party network transactions)</li><li>Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li><li>Form 1099-C (canceled debt)</li><li>Form 1099-A (acquisition or abandonment of secured property)</li></ul> Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i>

**STANDARD FORM OF APARTMENT LEASE**  
**(FOR APARTMENTS NOT SUBJECT TO THE RENT STABILIZATION LAW)**  
**THE REAL ESTATE BOARD OF NEW YORK, INC.**  
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**REBNY Apt non-stab 2019 Rev 7.19**

**PREAMBLE:** This lease contains the agreements between Tenant and Owner concerning the rights and obligations of each party. Tenant and Owner have other rights and obligations which are set forth in government laws and regulations.

Tenant should read this Lease carefully. If Tenant has any questions, or if Tenant does not understand any words or statements herein, obtain clarification from an attorney. Once Tenant and Owner sign this Lease, Tenant and Owner will be presumed to have read it and understood it completely. Tenant and Owner admit that all agreements between Tenant and Owner have been written into this Lease. Tenant understands that any agreements made before or after this Lease was signed and not written into it will not be enforceable.

**THIS LEASE** is made as of **March 21, 2021**

between Owner (hereinafter referred to as "Owner" or "Lessor"), **Mineola Metro LLC**  
 whose address is **1999 Marcus Ave. Suite 310, Lake Success, NY 11042**  
 and Tenant (hereinafter referred to "Tenant" or "Lessee"), **Gaurav Sekhon**  
 whose address is **199 Second St #E420, Mineola, NY 11501**.

**1. APARTMENT AND USE** Owner agrees to lease to Tenant Apartment **E420** (the "Apartment") in the building at **199 Second St, Mineola, NY 11501** (the "Building").

Tenant shall use the Apartment for living purposes only and for no other purpose (such restricted purposes includes, but are not limited to, any commercial activity or illegal or dangerous activity).

The Apartment may only be occupied by Tenant and the following Permitted Occupants (and occupants as permitted in accordance with Real Property Law §235-f):

Tenant acknowledges that no other person other than Tenant and the Permitted Occupants may reside in the Apartment without the prior written consent of the Owner. If Tenant violates any of the terms of this provision, the Owner shall have the right to restrain the same by injunctive relief and/or any other remedies provided for under this Lease and at law and/or equity.

**2. LEASE COMMENCEMENT DATE; LENGTH OF LEASE** The "Lease Effective Date" is the date a fully executed Lease is returned to Tenant or Tenant's representative by Owner or its representative. The "Lease Commencement Date" is **May 15, 2021**. Except as may be provided for otherwise in this Lease, the term (that means the length) of this Lease will begin on the Lease Commencement Date and will end on **May 14, 2023** (the "Term"). Tenant acknowledges that notwithstanding anything to the contrary contained in this Lease: (i) the Term of this Lease may be reduced provided for herein and (ii) the Term shall consist of the period beginning with the Lease Commencement Date through and including, the date that is the last day of the month in which the [one (1) year] **[two (2) year]** [\_\_\_\_\_] (\_\_\_\_) month(s) anniversary of the Lease Commencement Date occurs.

**3. RENT**

**A.** "Rent" is defined as the base rent due under this Lease. Tenant's monthly Rent for the Apartment is **\$1,975.00** per month. Tenant must pay Owner the Rent, in equal monthly installments, on the first day of each month either to Owner at the above address or at another place that Owner may inform Tenant of by written notice.

**B.** When Tenant signs this Lease, Tenant must pay by bank or cashier's check (or by electronic fund transfer, if instructed by Owner as described below), the following:

- (i) one (1) months' Rent (i.e., **\$1,975.00**);
- (ii) the Security Deposit (in the amount stated in Article 4); and
- (iii) any commission due by Tenant to the Brokers (as defined in Article 34 hereinafter) in connection with this Lease.

**C.** If the Lease Commencement Date shall not occur on the first day of a calendar month, the Rent for such calendar month shall be prorated on a per diem basis. If the Lease begins after the first day of the month, Tenant must pay when it signs this Lease one (1) full months' Rent and for the next full calendar month Tenant shall pay a prorated Rent based on the number of days the Lease began after the first day of the month (for example, if the beginning date of this Lease is the 16 th day of the month, Tenant would pay for fifteen (15) out of thirty (30) days, or one-half (1/2), of a full months' Rent for the second calendar month). In any event, if the Lease Commencement Date shall not occur on the first day of a calendar month, the Term shall also include the remainder of the month in which the Lease Commencement Date occurred.

**D.** Within five (5) business days after the request of Owner, at Owner's option, Tenant shall return a document supplied by Owner in the form attached hereto as Exhibit A (a "Memorandum Confirming Term") confirming the Lease Commencement Date, the Rent Commencement Date (if different than the Lease Commencement Date) the Lease expiration date and any other material terms of this Lease, certifying that Tenant has accepted delivery of the Apartment and that the condition of the Apartment complies with Owner's obligations hereunder. Tenant's failure to so deliver the Memorandum Confirming Term shall be considered a material default under this Lease, however, Tenant's failure to do so shall not affect the occurrence of the Lease Commencement Date or the validity of this Lease or alter the terms and provisions contained in the Memorandum Confirming Term if so delivered to Tenant by Owner.

**E.** Tenant may be required to pay other charges to Owner under the terms of this Lease, such additional charges shall be referred to as "Additional Rent". Any Additional Rent must be paid by Tenant to Owner upon the earlier of (i) the first day of the month immediately following the month said Additional Rent is billed to Tenant or (ii) fifteen (15) days from the date Tenant is billed for the Additional Rent. If Tenant fails to pay the Additional Rent on time, Owner shall have the same rights against Tenant as if Tenant failed to pay Rent. Said Rent and Additional Rent must be paid in full in accordance with the foregoing, without deduction or offset and without the need for demand or notice from Owner. Except as may be provided for otherwise in this Article 3, all Rent and Additional Rent shall be payable to Owner by **check or direct deposit** or such other form of payment as required by Owner only. If by direct deposit, Owner shall provide Tenant the necessary wiring instructions.

Initials: 

- F. Tenant shall be entitled to a five (5) day grace period for the payment of any sum of Rent or Additional Rent due under this Lease. Any sum of Rent or Additional Rent not paid within five (5) days of the date due shall be subject to a late fee of the lesser of (i) \$50.00, or (ii) five percent (5%) of the unpaid amount. Interest shall also be payable on the aforesaid late Rent or Additional Rent beginning thirty (30) days from the due date, such interest accruing at the lesser of (i) the maximum amount allowable by law, or (ii) one and one-half percent per month (1.5%), until the late Rent or Additional Rent is paid in full. There shall be a Fifty Dollar (\$50.00) fee for any check which is dishonored or returned. Any late charge or interest charge shall be considered Additional Rent.
- G. Owner need not give notice to Tenant to pay Rent. Rent must be paid in full and no amount subtracted from it. The whole amount of Rent is due and payable as of the Lease Commencement Date. Payment of Rent in installments is for Tenant's convenience only. If Tenant is in default under any of the terms and conditions of this Lease, Owner may give notice to Tenant that it may no longer pay Rent in installments and the entire Rent for the remaining part of the Term will then immediately be due and payable.

4. **SECURITY DEPOSIT** Tenant is required to give Owner the sum of **\$1,975.00** (such amount not to exceed one (1) months' Rent pursuant to The Housing Stability and Tenant Protection Act of 2019) when Tenant signs this Lease as a security deposit (the "Security Deposit"). Owner will deposit the Security Deposit in **Wells Fargo Bank N.A.** bank at **50 Main Street, White Plains, NY 10606**. This Security Deposit shall not bear interest, unless if otherwise required by applicable law. In the event that the Security Deposit shall earn interest, then in such event Owner shall be entitled to an administrative fee pursuant to applicable law.

If Tenant carries out all of Tenant's agreements in this Lease and if Tenant moves out of the Apartment and returns it to Owner vacant, broom clean and in the same condition it was in when Tenant first occupied it, except for ordinary wear and tear or damage caused by fire or other casualty through no fault of Tenant, Owner will return to Tenant the full amount of the Security Deposit within fourteen (14) days after the later of (i) the date this Lease ends, or (ii) the date Tenant vacates the Apartment. However, if Tenant is in default of Tenant's obligations under this Lease and/or there are any damages to the Apartment beyond ordinary wear and tear or damage caused by fire or other casualty, Owner may keep all or part of the Security Deposit to cover reasonable repairs of such damage and Owner shall provide Tenant with an itemized statement indicating the basis for the amount of the Security Deposit retained within the aforementioned fourteen (14) day period. Furthermore, for sake of clarity and emphasis, (i) if Tenant does not carry out all of Tenant's obligations under this Lease, Owner may keep all or part of the Security Deposit necessary to pay Owner for any losses incurred, including missed payments and (ii) Owner's retention of the Security Deposit as allowable under this Lease shall not be deemed to be Owner's sole remedy for any default by Tenant of Tenant's obligations pursuant to the terms and conditions of this Lease.

TENANT ACKNOWLEDGES AND AGREES THAT THE SECURITY DEPOSIT CANNOT BE USED TOWARDS RENT OR ADDITIONAL RENT BY TENANT. Notwithstanding anything to the contrary contained in this Lease, if Owner shall apply all or any portion of the Security Deposit to cure a default by Tenant hereunder during the Term of this Lease, Tenant shall, within five (5) business days, deposit with Owner that sum which shall be necessary to maintain the security in an amount equal to the Security Deposit as so required in this Article 4. Failure to replenish the Security Deposit in a timely manner shall be deemed a default under this Lease.

If Owner sells the Apartment, Owner, at its sole option, will turn over Tenant's security either to Tenant or to the person buying the Apartment within five (5) days after the sale. Owner will then notify Tenant, by registered, certified or overnight mail by a nationally recognized overnight courier, of the name and address of the person or company to whom the deposit has been turned over. In such case, Owner will have no further responsibility to Tenant for the Security Deposit and the new owner will become responsible to Tenant for the Security Deposit.

5. **IF TENANT IS UNABLE TO MOVE IN** Except as otherwise provided herein, Owner shall not be liable for failure to give Tenant possession of the Apartment on the Lease Commencement Date. Rent shall be payable as of the beginning of this Lease Term unless Owner is unable to give Tenant possession. A situation could arise which might prevent Owner from letting Tenant move into the Apartment on the Lease Commencement Date. If this happens for reasons beyond Owner's reasonable control, Owner will not be responsible for Tenant's damages or expenses, and this Lease will remain in effect. However, in such case, this Lease will start on the date when possession is available, and the ending date of this Lease as specified in Article 2 will remain the same (unless otherwise mutually agreed to in writing by Tenant and Owner). Tenant will not have to pay Rent until the date possession is available, or the date Tenant moves in, whichever is earlier (however, in no event shall Tenant move in or take possession prior to the date Owner shall have given Tenant notice that Tenant may take possession of the Apartment). Owner will notify Tenant as to the date possession is available. If Owner does not give Tenant notice that possession is available within thirty (30) days after the Lease Commencement Date, provided that Owner's failure to deliver possession is not due to a Tenant delay, Tenant may send a fifteen (15) day written termination notice (the "Termination Notice") to Owner, and if Owner is unable to deliver possession within fifteen (15) days of receipt of Tenant's Termination Notice, this Lease shall terminate and be of no further force and effect and all prepaid Rent, the Security Deposit and any other fees paid by Tenant (except for non-refundable fees required in the Lease package) at the execution of this Lease shall be promptly returned to Tenant.

6. **CAPTIONS** In any dispute arising under this Lease, in the event of a conflict between the text and a caption, the text controls.

7. **WARRANTY OF HABITABILITY**

- A. All of the sections of this Lease are subject to the provisions of the Warranty of Habitability Law. Under that law, Owner agrees that the Apartment is fit for human habitation and that there will be no conditions which will be detrimental to life, health or safety.
- B. Tenant will do nothing to interfere with or make more difficult Owner's efforts to provide Tenant and all other occupants of the Building with the required facilities and services. Any condition caused by Tenant's misconduct or the misconduct of Tenant Parties (as hereinafter defined) or anyone else under Tenant's direction or control shall not be a breach by Owner.

8. **CARE OF TENANT'S APARTMENT; END OF LEASE; MOVING OUT**

- A. At all times during the Term of this Lease, Tenant will take good care of the Apartment and will not permit or do any damage to it, except for damage which occurs through ordinary wear and tear. Tenant shall, at Tenant's own cost and expense, make all repairs caused or occasioned by Tenant or Tenant's agents, contractors, invitees, licensees, guests or servants (collectively hereinafter "Tenant Parties"). In addition, Tenant shall promptly notify Owner and/or the

Building Superintendent/Building Manager in writing upon the occurrence of any problem, malfunction or damage to the Apartment. Tenant will move out on or before the ending date of this Lease and leave the Apartment in good order and in the same condition as it was when Tenant first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty through no fault of Tenant.

- B. CLEANING.** Tenant is required to use only non-abrasive cleaning agents in the Apartment. Tenant is responsible for damage done by use of any improper cleaning agents.
- C.** If Tenant fails to maintain the Apartment or make a needed repair or replacement as required hereunder, Owner may hire a professional and make such maintenance, repairs or replacements at Tenant's sole cost and expense. Owner's reasonable expense will be payable by Tenant to Owner as Additional Rent within ten (10) business days after Tenant receives a bill from Owner.
- D.** When this Lease ends, Tenant must remove all of Tenant's movable property. Tenant must also remove at Tenant's own expense, any wall covering, bookcases, cabinets, mirrors, painted murals or any other installation or attachment Tenant may have installed in the Apartment, even if it was done with Owner's consent. Tenant must restore and repair to its original condition those portions of the Apartment affected by those installations and removals. Tenant has not moved out until all persons, furniture and other property of Tenant's is also out of the Apartment. If Tenant's property remains in the Apartment after this Lease ends, Owner may either treat Tenant as still in occupancy and charge Tenant for use, or may consider that Tenant has given up the Apartment and any property remaining in the Apartment. In this event, Owner may either discard the property or store it at Tenant's expense. Tenant agrees to pay Owner for all costs and expenses incurred in removing such property. The provisions of this article will continue to be in effect after the end of this Lease.
- E.** Except as provided for otherwise in Article 35 of this Lease, in the event that (i) Owner intends to offer to renew this Lease with a Rent increase equal to or greater than five (5%) percent above the then current Rent, or (ii) Owner does not intend to renew this Lease, Owner shall provide Tenant written notice as follows:
- i. If Tenant has occupied the Apartment for less than one (1) year and does not have a Lease Term of at least one (1) year, Owner shall provide at least thirty (30) days' notice;
  - ii. If Tenant has occupied the Apartment for more than one (1) year but less than two (2) years, or has a Lease Term of at least one (1) year but less than two (2) years, Owner shall provide at least sixty (60) days' notice; or
  - iii. If Tenant has occupied the Apartment for more than two (2) years or has a Lease Term of at least two (2) years, Owner shall provide at least ninety (90) days' notice.
- F.** Within a reasonable time after notification of either party's intention to terminate this Lease, unless Tenant provides less than two (2) weeks' notice of Tenant's intention to terminate, Owner shall notify Tenant in writing of Tenant's right to request an inspection before vacating the Apartment. Tenant shall have the right to be present at said inspection. Subject to the foregoing, if Tenant requests such inspection, the inspection shall be made no earlier than two (2) weeks and no later than one (1) week before the end of the tenancy. Owner shall provide at least forty-eight (48) hours written notice of the date and time of the inspection. After the inspection, Owner shall provide Tenant with an itemized statement specifying repairs, cleaning or other deficiencies that are proposed to be the basis of any deductions from the Security Deposit. If Tenant requests such inspection, Tenant shall be given an opportunity to remedy any identified deficiencies prior to the end of the tenancy (or, at Owner's sole option, if Tenant fails to remedy any such identified deficiencies, Owner may remedy such identified deficiencies at Tenant's sole cost and expense as described hereinafter). Any and all repairs or alterations made to the Apartment as a result of said inspection shall be at Tenant's sole cost and expense. Said repairs must be approved by Owner and shall be performed, at Owner's sole option by (i) licensed and adequately insured Tenant's contractors in a good and skillful manner with materials of quality and appearance comparable to existing materials and approved by Owner or (ii) by Owner's contractor(s).

#### 9. CHANGES AND ALTERATIONS TO APARTMENT

- A.** Tenant cannot build in, add to, change or alter, the Apartment in any way, including, but not limited to, installing, changing, or altering any paneling, wallpaper, flooring, "built in" decorations, partitions, railings, paint, carpeting, plumbing, ventilating, air conditioning, electric, or heating systems without first obtaining the prior written consent of Owner which may be withheld in Owner's sole discretion. If Owner's consent is given, the alterations and installations shall become the property of Owner when completed and paid for by Tenant. They shall remain with and as part of the Apartment at the end of the Term. Notwithstanding the foregoing, Owner has the right to demand that Tenant remove the alterations and installations at the end of the Lease Term, and in such case Tenant shall repair all damage resulting from said removal and restore the Apartment to its original condition, including any holes in the wall or damage caused by the removal of any pictures, artwork or TV mounts hung by Tenant on the walls. Any and all work shall be performed by Tenant in accordance with the terms and conditions of this Lease and in accordance with all applicable laws, rules, regulations and codes of any governmental or quasi-governmental entity. Tenant's contractor shall also supply, before performing any such work, a certificate of insurance naming Owner and the Building's managing agent (if applicable) as additional insured.
- B.** Without Owner's prior written consent, Tenant cannot install or use in the Apartment any of the following: dishwasher machines, clothes washing or drying machines, electric stoves, garbage disposal units, heating, ventilating or air conditioning units or any other electrical equipment which, in Owner's reasonable opinion, will overload the existing wiring installation in the Building or interfere with the use of such electrical wiring facilities by other tenants of the Building. Also, Tenant cannot place in the Apartment water-filled furniture.
- C.** If a lien is filed on the Apartment or Building due to Tenant's fault, Tenant must promptly pay or bond the amount stated in the lien. Owner may pay or bond the Lien if Tenant fails to do so within ten (10) days after Tenant has written notice about the lien, in which case, Owner's costs shall be paid by Tenant as Additional Rent.
- D. [N/A]**

#### 10. TENANT'S DUTY TO OBEY AND COMPLY WITH LAWS, REGULATIONS AND RULES

- A. GOVERNMENT LAWS AND ORDERS.** Tenant will obey and comply (i) with all present and future city, state and federal laws rules, regulations and codes of any governmental or quasi-governmental entity or body which affect the Building or the Apartment, and (ii) with all orders and regulations of insurance rating organizations which affect the Apartment and the Building. Tenant will not allow any windows in the Apartment to be cleaned from the outside unless the prior written consent of the Owner is obtained.
- B. OWNER'S RULES AFFECTING TENANT.** Tenant, its Permitted Occupants and Tenant Parties must obey all Owner's rules (the "Owner's Rules and Regulations") annexed hereto and made apart hereof as Exhibit B and all future

reasonable rules of Owner or Owner's agent. Notice of all additional rules shall be delivered to Tenant in writing or posted in the lobby or other public place in the building. Owner shall not be responsible to Tenant for not enforcing any rules, regulations or provisions of another tenant's lease except to the extent required by law.

- C. **TENANT'S RESPONSIBILITY.** Tenant is responsible for the behavior of Tenant, the Permitted Occupants of the Apartment, the Tenant Parties and any other people who are visiting the Apartment. Tenant will reimburse Owner as Additional Rent upon demand for the cost of all losses, damages, fines and reasonable legal expenses incurred by Owner because Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other people visiting the Apartment have not obeyed applicable laws, rules, regulations and codes of any governmental or quasi-governmental entity or rules of this Lease.

11. **OBJECTIONABLE CONDUCT** Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other people visiting the Apartment will not engage in objectionable conduct at the Apartment or the Building. Objectionable conduct ("Objectionable Conduct") means behavior which makes or will make the Apartment or the Building less fit to live in for Tenant or other occupants. It also means anything which interferes with the right of others to properly and peacefully enjoy their apartment, or causes conditions that are dangerous, hazardous, unsanitary or detrimental to other occupants of the Building. Objectionable Conduct by Tenant, the Tenant Parties, or any other people visiting the Apartment, gives Owner the right to end this Lease on six (6) days' written notice to Tenant that this Lease will end.

## 12. SERVICES AND FACILITIES

- A. **REQUIRED SERVICES.** Owner will provide (i) cold and hot water and heat as required by law, (ii) repairs to the Apartment not caused by Tenant (subject to the terms and conditions of this Lease), the Tenant Parties or any other people visiting the Apartment, as required by law, (iii) elevator service if the Building has elevator equipment; and (iv) the utilities, if any, included in the Rent, as set forth in subparagraph B below. Tenant is not entitled to any Rent reduction because of a stoppage or reduction of any of the above services unless it is provided by law.

- B. The following utilities are included in the rent: Heat, Hot water and Cooking gas.

- C. **ELECTRICITY AND OTHER UTILITIES.** Tenant acknowledges and understands that Owner has no obligation to supply, or liability in connection with, utilities or services in or to the Apartment (except as may be provided for otherwise in this Lease). Tenant shall be responsible, at Tenant's sole cost and expense, for securing, air conditioning, electricity, gas, cable, phone, and all other utilities and services (except as may be provided for otherwise in this Lease).

- (i) Tenant shall contract directly with the appropriate utility provider for all aforementioned services (not including the utilities included in the Rent as provided for in subparagraph B).

- (ii) [N/A]

- D. Stopping or reducing of service(s) will not be reason for Tenant to stop paying Rent, to make a money claim or to claim constructive eviction. Damage to the equipment or appliances supplied by Owner, caused by Tenant's acts, omissions or neglect, or the act, omission or neglect of the Tenant Parties or any other person visiting the Apartment, shall be repaired at Tenant's sole cost and expense. In the event that Tenant fails to make such repairs within a reasonable period of time, Owner shall have the option to make such repairs at Tenant's expense and charge the same to Tenant as Additional Rent. Damage to the equipment or appliances supplied by the Owner, which are not caused by Tenant's negligence, acts or misuse or the negligence, acts or misuse of the Tenant Parties or any other people visiting the Apartment, shall be promptly repaired by the Owner at the Owner's sole cost and expense. Owner may stop service of the plumbing, heating, elevator, air cooling or electrical systems, because of accident, emergency, repairs, or changes until the work is complete. Notwithstanding the foregoing, except in emergency situations, Owner shall provide Tenant no less than twenty-four (24) hours prior written notice of any planned service stoppages. Owner shall take all necessary steps to ensure that service stoppages do not interfere with Tenant's use and enjoyment of the Apartment.

- E. **APPLIANCES.** Appliances supplied by Owner in the Apartment are for Tenant's use. They shall be in working order on the date hereof and will be maintained and repaired or replaced by Owner, except if repairs or replacement are made necessary because of Tenant's or the Tenant Parties' negligence or misuse, Tenant will pay Owner for the cost of such repair or replacement as Additional Rent. Tenant must not use a dishwasher, washing machine, dryer, freezer, heater, ventilator or other appliance unless installed by Owner or with Owner's prior written consent (in its sole discretion). Tenant must not use more electric than the wiring or feeders to the Building can safely carry.

- F. **FACILITIES AND AMENITIES.** If Owner permits Tenant to use any storeroom, storage bin, laundry or any other facility located in the Building but outside of the Apartment (e.g., fitness center, resident lounge, roof deck, golf simulator, movie theater, swimming pool, spa, etc.), the use of any such facility will be furnished to Tenant free of charge and at Tenant's own risk. Tenant will operate at Tenant's expense any coin operated appliances located in any such facility. Owner shall have no obligation to provide any of the aforementioned facilities or any type of doorman, attendant, porter or any other type of similar service at the Building, and Owner may discontinue same without being liable to Tenant therefor or without in any way affecting this Lease or the liability of Tenant hereunder or causing a diminution of Rent and the same shall not be deemed to be lessening or a diminution of facilities or services within the meaning of any law, rule or regulation now or hereafter enacted, promulgated or issued.

13. **INABILITY TO PROVIDE SERVICES** Because of a strike, labor trouble, national emergency, repairs, or any other cause beyond Owner's reasonable control, Owner may not be able to provide or may be delayed in providing any services or in making any repairs to the Building. In any of these events, any rights Tenant may have against Owner are only those rights which are allowed by laws in effect when the reduction in service occurs.

14. **ENTRY TO APARTMENT** During reasonable hours and with reasonable notice, except in emergencies, Owner and Owner's representatives, agents and employees may enter the Apartment for the following reasons:

- A. To erect, use and maintain pipes and conduits in and through the walls and ceilings of the Apartment; inspect; exterminate; install or work on master antennas or other systems or equipment; and to perform other work and make any and all repairs, alterations, or changes Owner decides are necessary. Tenant Rent will not be reduced because of any of the foregoing.
- B. To show the Apartment to potential buyers or lenders.
- C. For ninety (90) days before the end of the Lease Term, to show the Apartment to persons who wish to lease it.
- D. If, during the last month of the Lease, Tenant has moved out and removed all or almost all of Tenant's property from the Apartment, Owner may enter the Apartment to make changes, repairs, or redecorations. Tenant's Rent will not be reduced for that month and this Lease will not be ended by Owner's entry.

- E. If, at any time, Tenant is not personally present to permit Owner or Owner's representatives, agents or employees to enter the Apartment and entry is necessary or allowed by law or under this Lease, Owner or Owner's representatives, agents or employees may nevertheless enter the Apartment. Owner may enter by force in an emergency. Owner or Owner's representatives, agents or employees will not be responsible to Tenant, unless during such entry, any authorized party is negligent or misuses Tenant's property.

#### 15. ASSIGNING; SUBLETTING; ABANDONMENT

- A. **ASSIGNING AND SUBLETTING.** Tenant cannot assign this Lease or sublet all or part of the Apartment or permit any other person to use the Apartment (other than a Permitted Occupant without the prior written consent of the Owner, which Tenant acknowledges may be withheld by Owner in its sole and absolute discretion, for any reason or no reason. If Tenant assigns this Lease or sublet all or part of the Apartment and fail to obtain Owner's prior written consent, in addition to any and all other rights of Owner under this Lease and at law and/or in equity, Owner has the right to cancel the Lease. Tenant must get Owner's written permission as provided for herein, each time Tenant wants to assign or sublet. Permission to assign or sublet is good only for that assignment or sublease. Tenant remains bound to the terms of this Lease after an assignment or sublet is permitted, even if Owner accepts money from the assignee or subtenant. The amount accepted will be credited toward money due from Tenant, as Owner shall determine. The assignee or subtenant does not become Owner's tenant. Tenant is responsible for acts and neglect of any person in the Apartment. Notwithstanding the foregoing, Owner expressly reserves the right to terminate this Lease with respect to the Apartment upon the receipt by Owner of any request for assignment or sublease ("Owner's Recapture Right"). Owner's Recapture Right, if exercised, must be sent to Tenant in writing within thirty (30) days after Tenant's request to assign or sublet the Apartment. In the event that Owner consents to an assignment and elects not to exercise Owner's Recapture Right, Tenant shall reimburse Owner for all of Owner's attorneys' fees in connection with the review of the assignment or sublease. In the event that Owner agrees to an assignment or sublease, subject to applicable law, Owner shall be entitled to one hundred percent (100%) of any consideration or rent over and above that Rent provided for in this Lease. The sublease shall provide that the subtenant shall, at Owner's option, attorn to Owner upon any termination of this Lease.
- B. **ABANDONMENT.** If Tenant moves out of the Apartment (abandonment) before the end of this Lease without the consent of Owner, this Lease will not be ended. Tenant will remain responsible for each monthly payment of Rent and Additional Rent as it becomes due until the end of this Lease. In case of abandonment, Tenant's responsibility for Rent and Additional Rent will end only if Owner chooses to end this Lease for default as provided in Article 16.

#### 16. DEFAULT

- A. Tenant defaults under the Lease if Tenant acts in any of the following ways:
- (i) Tenant fails to carry out any agreement or provision of this Lease;
  - (ii) Tenant does not take possession or move into the Apartment fifteen (15) days after the beginning of this Lease; or
  - (iii) Tenant and the Permitted Occupants of the Apartment move out permanently before this Lease ends;
- If Tenant defaults in any one of these ways, other than a default in the agreement to pay Rent and/or Additional Rent, Owner may serve Tenant with a written notice to stop or correct the specified default within ten (10) days. Tenant must then either stop or correct the default within such ten (10) day period, or, if the nature of the default is not reasonably capable of being cured within such ten (10) day period, then Tenant must begin to take all steps necessary to correct the default within ten (10) days and thereafter diligently continue to do all that is necessary to correct the default as soon as possible (however, in no event shall any extension of the aforesaid ten (10) day period exceed thirty (30) days).
- B. If Tenant does not stop, correct or begin to materially correct a default within ten (10) days as provided for above, or engages in Objectionable Conduct, Owner shall give Tenant a written notice that this Lease will end six (6) days after the date such written notice is sent to Tenant. At the end of the six (6) day period, this Lease will end and Tenant then must move out of the Apartment. Even though this Lease ends, Tenant will remain liable to Owner for unpaid Rent and/or Additional Rent up to the end of this Lease, and damages caused to Owner after that time as stated in Article 17.
- C. If Owner does not receive the Rent and/or Additional Rent within five (5) days of when this Lease requires, Owner or Owner's agent shall send Tenant, via certified mail, a written notice stating the failure to receive such Rent and/or Additional Rent. Provided Owner has served Tenant with a fourteen (14) day written demand, and Owner does not receive the overdue Rent (and Additional Rent, as applicable) within fourteen (14) days after such written fourteen (14) demand for Rent (and Additional Rent, as applicable) has been made, Owner may commence an action or summary proceeding seeking the payment of all Rent and/or Additional Rent. If the Lease ends, Owner may do the following: (i) enter the Apartment and retake possession of it if Tenant has moved out or (ii) go to court and ask that Tenant and all other occupants in the Apartment be compelled to move out.

Once this Lease has been ended, whether because of default or otherwise, Tenant gives up any right Tenant might otherwise have to reinstate this Lease.

#### 17. REMEDIES OF OWNER AND TENANT'S LIABILITY

If this Lease is ended by Owner because of Tenant's default, the following are the rights and obligations of Tenant and Owner.

- A. Tenant must pay Rent and Additional Rent until this Lease has ended. Thereafter, Tenant must pay an equal amount for what the law calls "use and occupancy" until Tenant actually moves out.
- B. Once Tenant is out, Owner may re-rent the Apartment or any portion of it for a period of time which may end before or after the ending date of this Lease. Owner may re-rent to a new tenant at a lesser rent or may charge a higher rent than the Rent in this Lease. Notwithstanding the foregoing, if Tenant vacates the Apartment in violation of the terms of this Lease, only then shall Owner use reasonable efforts to re-rent the Apartment at the lesser of the fair market value of the Apartment or the Rent paid hereunder.
- C. Whether the Apartment is re-rented or not, Tenant must pay to Owner as damages:
- (i) the difference between the Rent in this Lease and the amount, if any, of the rents collected in any later lease of the Apartment for what would have been the remaining period of this Lease; and
  - (ii) Owner's expenses for the cost of getting Tenant out and re-renting the Apartment, including, but not limited to, putting the Apartment in good condition, repairing damages, decorating and/or cleaning the Apartment for re-rental, advertising the Apartment and for real estate brokerage fees; and



(iii) Owner's expenses for attorney's fees (except in the event of a default judgment).

- D. Tenant shall pay all aforementioned damages due in monthly installments on the Rent day established in this Lease. Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way Owner's right to collect the damages for a later month by a similar action.
- E. If the Rent collected by Owner from a subsequent tenant of the Apartment is more than the unpaid Rent and damages which Tenant owes Owner, Tenant cannot receive the difference. Owner's failure to re-rent to another tenant will not release or change Tenant's liability for damages. Except as may be provided for otherwise in Article 17(B) of this Lease, Owner is not required to re-rent the Apartment.

**18. ADDITIONAL OWNER REMEDIES; LEGAL FEES** If Tenant does not do everything Tenant has agreed to do, or if Tenant does anything which shows that Tenant intends not to do what Tenant has agreed to do, Owner has the right to ask a Court to make Tenant carry out Tenant's agreements or to give the Owner such other relief as the Court can provide. This is in addition to the remedies in Article 16 and 17 of this Lease.

**19. FEES AND EXPENSES (INCLUDING BUT NOT LIMITED TO LEGAL FEES)**

A. Tenant must reimburse Owner for any of the following fees and expenses incurred by Owner:

- (i) Making any repairs to the Apartment or the Building, including any appliances in the Apartment, which result from misuse, omissions or negligence by Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other visitors to the Apartment;
- (ii) Correcting any violations of city, state or federal laws or orders and regulations of insurance rating organization concerning the Apartment or the Building which Tenant, the Permitted Occupants of the Apartment, the Tenant Parties, or any other persons who visit the Apartment or work for Tenant have caused;
- (iii) Preparing the Apartment for the next tenant if Tenant moves out of the Apartment before the Lease ending date without Owner's prior written consent;
- (iv) Any legal fees and disbursements for the preparation and service of legal notices; legal actions or proceedings brought by Owner against Tenant because of a default by Tenant under this Lease; or for defending lawsuits brought against Owner because of the actions of Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other persons who visit the Apartment;
- (v) Removing any of Tenant's property from the Apartment after this Lease is ended;
- (vi) Any miscellaneous charges payable to the Owner for services Tenant requested that are not required to be furnished Tenant under this Lease for which Tenant has failed to pay the Owner and which Owner has paid;
- (vii) All other fees and expenses incurred by Owner because of the failure to obey any other provisions and agreements of this Lease by Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other persons who visit the Apartment or work for Tenant.

These fees and expenses shall be paid by Tenant to Owner as Additional Rent within ten (10) business days after Tenant receives Owner's bill or statement. If this Lease has ended when these fees and expenses are incurred, Tenant will still be liable to Owner for the same amount as damages. In the event Tenant does not reimburse Owner within such ten (10) business day period, Owner shall be entitled to deduct the fees and expenses from the Security Deposit.

B. Tenant has the right to collect reasonable legal fees and expenses incurred in a successful defense by Tenant of a lawsuit brought by Owner against Tenant or brought by Tenant against Owner to the extent provided by Real Property Law, Section 234.

**20. PROPERTY LOSS, DAMAGES OR INCONVENIENCE** Tenant understands and agrees that unless caused by the gross negligence or willful misconduct of Owner or Owner's representatives, agents or employees, none of these authorized parties are responsible to Tenant for any of the following (i) any loss of or damage to Tenant or Tenant's property in the Apartment or the Building due to any accidental or intentional cause, including a theft or another crime committed in the Apartment or elsewhere in the Building; (ii) any loss of or damage to Tenant's property delivered to any employee of the Building (e.g., doorman, superintendent, etc.); or (iii) any damage or inconvenience caused to Tenant by actions, negligence or violations of their lease made by any other tenant or person in the Building except to the extent required by law. Tenant further understands and agrees that Owner's employees are not authorized by Owner to care for Tenant's personal property. Owner is not responsible for any loss, theft, damage to Tenant's personal property, or any injury caused by the property or its use by Building employees.

Owner will not be liable for any temporary interference with light, ventilation, or view caused by construction by or on behalf of Owner. Owner will not be liable for any such interference on a permanent basis caused by construction on any parcel of land not owned by Owner. Owner will not be liable to Tenant for such interference caused by the permanent closing, darkening or blocking up of windows, if such action is required by law. None of the foregoing events will cause a suspension or reduction of the Rent or allow Tenant to cancel the Lease.

**21. FIRE OR CASUALTY**

- A. Tenant shall give Owner immediate notice in case of fire or other damage to the Apartment. If the Apartment becomes unusable, in part or totally, because of fire, accident or other casualty, this Lease will continue unless ended by Owner under subparagraph C below or by Tenant under subparagraph D below. However, the Rent will be reduced as of the date of the fire, accident or other casualty. This reduction will be based upon the square footage of the Apartment which is unusable, as determined by Owner.
- B. Owner will repair and restore the Apartment, unless Owner decides to take actions described in subparagraph C below. For the sake of clarity and emphasis, Owner is not required to repair or restore the Apartment or replace the furnishings, decorations or any of Tenant's property, and furthermore (unless otherwise agreed to by Owner in writing), Owner shall not be responsible for any delays due to settling insurance claims, obtaining cost estimates, labor, material, equipment and/or supply problems, force majeure or for any other delay beyond Owner's reasonable control. If the Lease is cancelled, Owner need not restore the Apartment.
- C. After a fire, accident or other casualty in the Building, Owner may decide to tear down the Building or to substantially rebuild it. In such case, Owner need not restore the Apartment but may end this Lease. Owner may do this even if the Apartment has not been damaged, by giving Tenant written notice of this decision within the later of sixty (60) days after the date when the damage occurred or ten (10) business days after Owner is advised by its insurance carrier as to the amount of insurance proceeds it will have available to restore the Apartment. If there is substantial damage to the Apartment or if the Apartment is completely unusable, Owner may cancel this Lease by giving Tenant written notice

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of this decision within 30 days after the date when the damage occurred. If the Apartment is unusable when Owner gives Tenant such notice, this Lease will end sixty (60) days from the last day of the calendar month in which Tenant was given notice.

- D. If the Apartment is completely unusable because of fire, accident or other casualty and it is not repaired in thirty (30) days, Tenant may give Owner written notice that Tenant ends the Lease. If Tenant gives that notice, this Lease is considered ended on the day that the fire, accident or casualty occurred. Owner will promptly refund Tenant's Security Deposit and the pro-rata portion of Rent (and Additional Rent, as applicable) paid for the month in which the casualty happened.
- E. Unless prohibited by the applicable policies, to the extent that such insurance is collected, Tenant and Owner release and waive all right of recovery against the other or anyone claiming through or under each by way of subrogation.
- F. Tenant acknowledges that if fire, accident, or other casualty causes damage to any of Tenant's personal property in the Apartment, including, but not limited to Tenant's furniture and clothes, the Owner will not be responsible to Tenant for the repair or replacement of any such damaged personal property unless such damage was as a result of the Owner's negligence.

**22. PUBLIC TAKING** The entire Building or a part of it can be acquired (condemned) by any government or government agency for a public or quasi- public use or purpose. If this happens, this Lease shall end on the date the government or agency take title. Tenant shall have no claim against Owner for any damage resulting; Tenant also agrees that by signing this Lease, Tenant assigns to Owner any claim against the government or government agency for the value of the unexpired portion of this Lease.

**23. SUBORDINATION CERTIFICATE AND ACKNOWLEDGEMENTS** Notwithstanding any provisions to the contrary contained in this Lease, this Lease and Tenant's rights, are subject and subordinate to all present and future: (a) leases for the Building or the land on which it stands, (b) Owner's mortgage(s) now existing or hereinafter existing), (c) agreements securing money paid or to be paid by a lender, and (d) terms, conditions, renewals, changes of any kind and extensions of the mortgages, leases or lender agreements. If certain provisions of any such mortgage come into effect, the holder of any such mortgage can end this Lease and such parties may commence legal action to evict Tenant from the Apartment. If this happens, Tenant acknowledges that Tenant has no claim against Owner or such lease or mortgage holder. If Owner requests, Tenant will sign promptly any acknowledgment(s) of the "subordination" in the form that Owner may require. Tenant authorizes Owner to sign such acknowledgment(s) for Tenant if Tenant fails to do so within five (5) days of Owner's request.

Tenant also agrees to sign (if accurate) a written acknowledgment within ten (10) days of request to any third party designated by Owner that this Lease is in effect, that Owner is performing Owner's obligations under this Lease and that Tenant has no present claim against Owner.

**24. TENANT'S RIGHT TO LIVE IN AND USE THE APARTMENT** If Tenant pays the Rent and any required Additional Rent on time and Tenant does everything Tenant has agreed to do in this Lease, Tenant's tenancy cannot be cut off before the ending date, except as provided for otherwise in this Lease, including, but not limited to, in Articles 21, 22, and 23.

**25. BILLS AND NOTICE; ELECTRONIC SIGNATURES** Any notice, statement, demand or other communication required or permitted to be given rendered or made by either party to the other, pursuant to this Lease or pursuant to any applicable law or requirement of public authority, shall be in writing (whether or not so stated elsewhere in this Lease) and shall be given by registered or certified mail, return receipt requested, or by overnight mail by a nationally recognized overnight carrier addressed to each of the following parties:

An electronic signature on this Lease, rider or any renewal of Owner or Tenant shall be deemed an original document and a binding signature pursuant to the Electronic Signatures and Records Act of the State Technology Law.

If to Owner:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

With a copy to:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

If to Tenant: at Apartment, subsequent to Commencement Date

Prior to Commencement Date:

**2636 Ruby Court**  
**Victoria, BC V9B 0A9**

Notwithstanding anything to the contrary contained in this Lease, any notice from Owner or Owner's agent or attorney may be delivered to Tenant personally at the Apartment. Notices shall be deemed received the next business day if by overnight carrier, the date of delivery if by personal delivery, or three (3) business days after being mailed if by registered or certified mail.

**26. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM**

- A. Both Tenant and Owner agree to give up the right to a trial by jury in a court action, proceeding or counterclaim (excluding compulsory counterclaims) on any matters concerning this Lease, the relationship of Tenant and Owner as lessee and lessor or Tenant's use or occupancy of the Apartment. This agreement to give up the right to a jury trial does not include claims for personal injury or property damage.
- B. If Owner begins any court action or proceeding against Tenant which asks that Tenant be compelled to move out, Tenant cannot make a counterclaim unless Tenant is claiming that Owner has not done what Owner is supposed to do about the condition of the Apartment or the Building.

**27. NO WAIVER OF LEASE PROVISIONS**

  
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- A. Even if Owner accepts Tenant's Rent and/or Additional Rent or fails once or more often to take action against Tenant when it has not done what Tenant has agreed to do in this Lease, the failure of Owner to take action or Owner's acceptance of Rent and/or Additional Rent does not prevent Owner from taking action at a later date if Tenant does not do what Tenant has agreed to do herein.
- B. Only a written agreement between Tenant and Owner can waive any violation of this Lease.
- C. If Tenant pays and Owner accepts an amount less than all the Rent and/or Additional Rent due, the amount received shall be considered to be in payment of all or part of the earliest Rent and/or Additional Rent due. It will not be considered an agreement by Owner to accept this lesser amount in full satisfaction of all of the Rent and/or Additional Rent due unless there is a written agreement between Tenant and Owner.
- D. Any agreement to end this Lease and also to end the rights and obligations of Tenant and Owner must be in writing, signed by Tenant and Owner or Owner's agent. Even if Tenant gives keys to the Apartment and they are accepted by Owner or Owner's representative, this Lease is not ended.

**28. CONDITION OF THE APARTMENT; APARTMENT RENTED "AS IS"** By signing this Lease Tenant acknowledges that Owner, Owner's representatives or superintendent has not made any representations or promises with respect to the Building or the Apartment except as herein expressly set forth. After signing this Lease but before Tenant begins occupancy, Tenant shall have the opportunity to inspect the Apartment with Owner or Owner's agent to determine the condition of the Apartment. If Tenant requests such inspection, the parties shall execute a written agreement before Tenant begins occupancy of the Apartment attesting to the condition of the Apartment and specifically noting any existing defects or damages. Before taking occupancy of the Apartment, Tenant has inspected the Apartment (or Tenant has waived such inspection) and Tenant accepts it in its present condition "as is," except for any condition which Tenant could not reasonably have seen during Tenant's inspection. Tenant agrees that Owner has not promised to do any work in the Apartment except as specified in Exhibit C annexed hereto (if any) and made apart hereof.

#### 29. HOLDOVER

- A. At the end of the Term, Tenant shall: (i) return the Apartment to the Owner in broom clean, vacant and in good condition, ordinary wear and tear excepted; (ii) remove all of Tenant's property and all of Tenant's installations, alterations and decorations (if so directed by Owner); and (iv) repair all damages to the Apartment and Building caused by moving; and restore the Apartment to its condition at the beginning of the Term ordinary wear and tear excepted.
- B. Tenant hereby indemnifies and agrees to defend and hold Owner harmless from and against any loss, cost, liability, claim, damage, fine, penalty and expense (including reasonable attorneys' fees and disbursements but excluding consequential or punitive damages) resulting from delay by Tenant in surrendering the Apartment upon the termination of this Lease, including any claims made by any succeeding tenant or prospective tenant or successor landlord founded upon such delay.
- C. If Tenant holds over possession after the expiration date of the Lease or earlier termination of the Lease term or any extended term of this Lease, such holding over shall not be deemed to extend the term of this Lease or renew this Lease. Under no circumstances (i) will such holdover constitute a month-to-month tenancy, (ii) shall this Article 29 imply any right of Tenant to remain in the Apartment after the expiration or earlier termination of this Lease, (iii) will Owner be prohibited from exercising any rights permitted by law against a holdover tenant; or (iv) will any monies paid by Tenant or accepted by Owner (e.g., Rent, Additional Rent, holdover rent or otherwise) after the expiration or earlier termination of this Lease be deemed to reinstate any form of tenancy between Tenant and Owner. In connection with such holdover, Tenant shall pay the following charges for the use and occupancy of the Apartment for each calendar month or part thereof (even if such part shall be a small fraction of a calendar month), which total sum Tenant agrees to pay to Owner per month promptly upon demand, in full, without set-off or deduction:
  - i) TWO (2) times the highest monthly Rent set forth in this Lease, plus
  - ii) Items of Additional Rent that would have been payable monthly pursuant to this Lease, had this Lease not expired or terminated,

The aforesaid provisions of this Article 29 shall survive the expiration or earlier termination of this Lease.

#### 30. DEFINITIONS

- A. Owner: The term "Owner" means the person or organization receiving or entitled to receive Rent and Additional Rent from Tenant for the Apartment at any particular time other than a rent collector or managing agent of Owner. Owner is the person or organization that owns legal title to the Apartment. It does not include a former owner, even if the former owner signed this Lease.
- B. Tenant: The Term "Tenant" means the person or persons signing this Lease as lessee and the respective heirs, distributes, executors, administrators, successors and assigns of the signer. This Lease has established a lessor-lessee relationship between Owner and Tenant.

**31. SUCCESSOR INTERESTS** The agreements in this Lease shall be binding on Owner and Tenant and on those who succeed to the interest of Owner or Tenant by law, by approved assignment or by transfer.

#### 32. INSURANCE

- A. As a material inducement for Owner to enter into this Lease, Tenant shall obtain (i) liability insurance insuring Tenant, the Permitted Occupants of the Apartment, the Tenant Parties and any other people visiting the Apartment, and (ii) personal property insurance insuring Tenant's furniture and furnishings and other items of personal property located in the Apartment. Tenant may not maintain any insurance with respect to any furniture or furnishings belonging to Owner that are located in the Apartment unless otherwise directed by Owner. Tenant acknowledges that Owner may not be required to maintain any insurance with respect to the Apartment.
- B. Owner is not liable for loss, expense, or damage to any person or property, unless due to Owner's gross negligence or wrongful acts. Owner is not liable to Tenant for permitting or refusing entry of anyone into the Building. Tenant must pay for damages suffered and reasonable expenses of Owner relating to any claim arising from any act, omission or neglect by Tenant. If an action is brought against Owner arising from Tenant's acts, omissions or neglect, Tenant shall defend Owner at Tenant's sole cost and expense with an attorney reasonably acceptable to Owner. Tenant is responsible for all acts, omissions or neglect of the Tenant Parties.
- C. Tenant shall indemnify and save harmless Owner from and against any and all liability, penalties, losses, damages, expenses, suits and judgments arising from injury during the term of this Lease to person or property of any nature and also from any matter growing out of the occupation of the Apartment, provided however that such is not the result of

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Owner's gross negligence or wrongful acts or that of Owner's employees, or agents. Tenant agrees, at Tenant's sole cost and expense to procure and maintain at all times during the Lease term the following insurance:

- (i) General Liability Insurance for an amount not less than **fifty thousand dollars (\$50,000.00)** and; and
- (ii) Renters Insurance, which covers any, and all personal property or belongings contained in the Apartment. Tenant agrees to hold Owner harmless regarding these personal belongings due to loss or damage except in cases of Owner's gross negligence.

D. The aforementioned insurance policies shall name Owner and the property manager (if applicable) as additional insureds or interests, as applicable. In the event of Tenant's failure to procure and/or maintain the aforementioned policies prior to the date possession of the Apartment is ready to be delivered to Tenant on the Lease Commencement Date, Owner may (i) refuse to deliver possession of the Apartment to Tenant until such time as evidence of such insurance is delivered by Tenant to Owner (however, Tenant shall nonetheless remain responsible for the payment of Rent and Additional Rent as of the Lease Commencement Date), and/or (ii) order such insurance policies, pay the premiums, and add the amount thereof to the Rent next coming due as Additional Rent, and the Owner shall have all rights and remedies for the collection thereof as is provided for collection of ordinary Rent. The abovementioned insurance policies shall provide for no less than thirty (30) days' notice of cancellation or modification to Owner, and Tenant shall provide Owner with a copy of such insurance policies. Evidence of the aforesaid coverage being in place shall be presented to the Owner on or before the first day of the term of this Lease and may be requested at any time during term of this Lease. Such insurance policies are to be written by a good and solvent company licensed to do business in the state of New York. Tenant shall immediately reimburse Owner for the cost of any insurance policy Owner obtains for the Apartment, including but not limited to insurance for Owner's furniture or furnishings in the Apartment. Tenant acknowledges that Owner may not be required to maintain any insurance with respect to the Apartment.

33. [N/A]

#### 34. BROKER

A. [N/A]

B. Tenant represents to Owner that Tenant has not dealt with any real estate broker in connection with the leasing of the Apartment.

C. Owner and Tenant hereby agree to indemnify, defend and hold harmless each other from and against any and all claims, demands, liabilities, suits, losses, costs and expenses (including reasonable attorneys' fees and disbursements) arising out of any inaccuracy or alleged inaccuracy of the above representation. Owner shall have no liability for any brokerage commissions arising out of a sublease or assignment by Tenant. The provisions of this Article 34 shall survive the expiration or sooner termination of this Lease.

35. [N/A]

A. [N/A]

B. [N/A]

C. [N/A]

36. **TERRACES, BALCONIES AND BACKYARDS** All of the terms and conditions of this Lease apply to the terrace, balcony and/or backyard (as applicable). Tenant's use of the terrace or balcony must comply with any rules that may be provided to Tenant by Owner.

Tenant shall clean the terrace or balcony and keep the terrace or balcony free from snow, ice, garbage and other debris. No cooking is allowed on the terrace or balcony except as may be otherwise permitted by law. Tenant may not install a fence or any addition on the terrace or balcony. Tenant is responsible for making all repairs to the terrace or balcony if caused by Tenant, the Tenant Parties or any other visitor to the Apartment, at Tenant's sole expense.

37. [N/A]

#### 38. PETS

A. Tenant may not keep any pets in the Apartment. IF TENANT BREACHES THIS SECTION, TENANT WILL FORFEIT TWENTY PERCENT (20%) OF THE SECURITY DEPOSIT TO OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY). TENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS LEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS LEASE AGREEMENT.

B. [N/A]

#### 39. KEYS/SECURITY

A. Tenant shall not remove, alter, or change in any way the existing locks, security codes or keys that are provided for the Apartment or any part thereof. Tenant assumes liability for any person keys are entrusted to. The name, address and telephone number of any person with an additional set of keys to the Apartment are required to be furnished to Owner or its managing agent. Only Owner may make such additional sets of keys upon Tenant's written request with the abovementioned information. Owner will not refuse any such reasonable request. All extra sets of keys must be returned to Owner no later than one (1) day prior to move out unless agreed to by Owner. In the event that all keys are not returned to the Owner by or before the last day of tenancy, Tenant agrees to pay for the replacement cost as mentioned below (or part thereof if Owner deems it appropriate).

B. Tenant agrees and understands that Tenant will be charged a re-keying fee in the sum of \$350.00 for the entrance door each and every time a key replacement is required or deemed necessary by Owner if the need arises due to Tenant's loss of the key, employee changes, or request. Said charges shall be deemed Additional Rent.

40. **WINDOW GUARDS** Simultaneously with the execution of this Lease, Tenant shall complete and deliver to Owner a notice with respect to the installation of window guards in the Apartment in the form required by the City of New York annexed as a rider attached to this Lease. Tenant acknowledges that it is a violation of law to refuse, interfere with installation, or remove window guards where required.

41. **BED BUG DISCLOSURE** Tenant and Owner shall sign and complete the disclosure of bedbug infestation history

Initials: 

annexed as a rider attached to this Lease.

- 42. SPRINKLER DISCLOSURE** Tenant and Owner shall sign and complete the sprinkler disclosure annexed as a rider attached to this Lease.
- 43. OCCUPANCY NOTICE FOR INDOOR ALLERGEN HAZARDS** Owner shall complete and deliver to Tenant the Occupancy Notice for Indoor Allergen Hazards annexed as a rider attached to this Lease. Owner acknowledges that it has delivered to Tenant "What Every Tenant Should Know About Indoor Allergens" and Tenant acknowledges receipt of such notice.
- 44. STOVE KNOB COVERS** Simultaneously with the execution of this Lease, Tenant shall complete and deliver to Owner the Annual Notice for Tenants in Multiple Dwelling Units with gas-powered stoves annexed as a rider attached to this Lease.
- 45. NO SHORT TERM RENTAL** Under no circumstances shall Tenant put a listing for the Apartment on Airbnb or for other similar short term rental (i.e., a rental for less than thirty (30) days), or use the Apartment for same. If Tenant does so, Owner has the right to immediately terminate this Lease.

TENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS LEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS LEASE AGREEMENT. IF TENANT DISREGARDS THIS AGREEMENT, IN ADDITION TO THE RIGHT OF INJUNCTION, THE RIGHT TO TERMINATE THIS LEASE ON SIX (6) DAYS' WRITTEN NOTICE TO TENANT AND ANY AND ALL REMEDIES AVAILABLE UNDER THIS LEASE AND AT LAW OR EQUITY, TENANT WILL FORFEIT THE ENTIRE SECURITY DEPOSIT TO THE OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY). TENANT SHALL ALSO BE RESPONSIBLE FOR ANY AND ALL FINES AND PENALTIES IMPOSED BY ANY GOVERNMENTAL OR QUASI -GOVERNMENTAL AGENCY OR BODY.

- 46. INDEMNIFICATION** Tenant shall indemnify and save harmless Owner and Owner's agents and, at Owner's option, defend Owner and Owner's agents against and from any and all claims against Owner and Owner's agents arising wholly or in part from any act, omission or negligence of Tenant or the Tenant Parties. This indemnity and hold harmless agreement shall include indemnity from and against any and all liability, fines, suits, demands, costs, damages and expenses of any kind or nature (including without limitation attorney's and other professional fees and disbursements) incurred in or in connection with any such claims (including any settlement thereof) or proceeding brought thereon, and the defense thereof.
- 47. NOISE** Tenant shall not create any unreasonable noise levels which shall interfere with the quiet enjoyment of the other tenants of the Building or the neighbors of the Building. Tenant agrees to promptly notify Owner in writing of all noise complaints or summons which Tenant receives in writing, and to submit a proposal reasonably satisfactory to Owner as to how to handle same and assure that such complaints shall not recur. TENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS LEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS LEASE AGREEMENT. IF TENANT DISREGARDS THIS AGREEMENT, IN ADDITION TO THE RIGHT OF INJUNCTION AND ANY AND ALL REMEDIES AVAILABLE UNDER THIS LEASE AND AT LAW OR EQUITY, TENANT WILL FORFEIT THE ENTIRE SECURITY DEPOSIT TO THE OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY).
- 48. WAIVER OF LIABILITY** Anything contained in this Lease to the contrary notwithstanding, Tenant agrees that Tenant shall look solely to the estate and property of Owner in the Apartment or to any proceeds obtained by Owner as a result of a sale by Owner of the Apartment, for the collection of any judgment (or other judicial process) requiring the payment of money by Owner in the event of any default or breach by Owner with respect to any of the terms and provisions of this Lease to be observed and/or performed by Owner, subject, however, to the prior rights of any lessor under a superior lease or holder of a superior mortgage. No other assets of Owner or any partner, officer, director or principal of Owner, shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claim hereunder.
- 49. OWNER'S APPROVAL** If Tenant shall request Owner's approval or consent and Owner shall fail or refuse to give such approval or consent, Tenant shall not be entitled to any damages for any withholding or delay of such approval or consent by Owner, it being intended that Tenant's sole remedy shall be an action for injunction without bond or specific performance (the rights to money damages or other remedies being hereby specifically waived. Furthermore, such remedy shall be available only in those cases where Owner shall have expressly agreed in writing not to unreasonably withhold its consent or approval (as applicable), or where as a matter of law, Owner may not unreasonably withhold its consent or approval. In such event, provided Tenant is successful therein, Owner shall be responsible to pay Tenant's actual costs and expenses incurred therein, including reasonable attorneys' fees.
- 50. BANKRUPTCY; INSOLVENCY** If (i) Tenant files a voluntary petition in bankruptcy or insolvency or are the subject of an involuntary bankruptcy proceeding, (ii) Tenant assigns property for the benefit of creditors, or (iii) a non-bankruptcy trustee or receiver of Tenant's or Tenant's property is appointed, Owner may give Tenant thirty (30) days' notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within the thirty (30) day period, the Term shall end as of the date stated in the notice. Tenant must continue to pay Rent and Additional Rent and any damages, losses and expenses due Owner without offset.
- 51. CONTROLLING LAW** Tenant acknowledges that by negotiating and entering into this Lease, Tenant has transacted business within the State of New York. Any action, proceeding or claim arising out of this Lease or breach thereof, shall be litigated within the State of New York and the parties consent to the personal jurisdiction of the courts (including the New York City Housing Court) within the State of New York and consent that any process may be served either personally, by facsimile or by certified or registered mail, return receipt requested, to Tenant at Tenant's address as set forth in this Lease, or in any manner provided by New York Law.
- Tenant shall not be entitled, directly or indirectly, to diplomatic or sovereign immunity and shall be subject to, and Tenant shall agree to consent to, the service of process in, and the jurisdiction of, the courts of, New York State.
- 52. OWNER'S CONTROL** The Lease shall not end or be modified nor will Tenant's obligations be ended or modified if for any cause not fully within Owner's reasonable control, Owner is delayed or unable to (a) fulfill any of Owner's promises or agreements, or (b) supply any required service or (c) make any required repairs to the Apartment.
- 53. COUNTERPARTS** This Lease may be executed in any number of identical counterparts and by scanned or facsimile

Initials: 

signature, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument.

**54. BINDING EFFECT** It is expressly understood and agreed that this Lease shall not constitute an offer or create any rights in Tenant's favor, and shall in no way obligate or be binding upon Owner, and this Lease shall have no force or effect until this Lease is duly executed by Tenant and Owner and a fully executed copy of this Lease is delivered to both Tenant and Owner.

**55. SMOKING** THERE IS NO SMOKING PERMITTED INSIDE THE APARTMENT (OR ON THE BALCONY OR TERRACE, IF ANY) UNDER ANY CIRCUMSTANCES. IF TENANT DISREGARDS THIS AGREEMENT, TENANT WILL FORFEIT ONE-THIRD (1/3) OF THE SECURITY DEPOSIT TO THE OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY). TENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS LEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS LEASE AGREEMENT.

TENANT AND OWNER SHALL SIGN AND COMPLETE THE BUILDING'S SMOKING POLICY ANNEXED AS RIDER ATTACHED TO THIS LEASE.

**56. GARBAGE, REFUSE AND RECYCLING** Tenant shall comply with the rules and regulations of the Building in all respects, including, but not limited to, those regarding garbage and recycling laws. Tenant shall not place any large articles outside of the Apartment except in compliance with the rules and regulations of the Building in all respects. Tenant agrees to promptly pay Owner for any violations for violation of Tenant's obligations pursuant to this Article 56.

**57. TOILETS/PLUMBING FIXTURES** The toilets and plumbing fixtures shall only be used for the purposes for which they were designed or built for. No feminine hygiene or similar products such as paper towels may be discarded in the toilets or plumbing fixtures.

**58. EMERGENCIES** Tenant will provide Owner with list of persons to contact in the event of an emergency. Emergencies include, but are not limited to: health and safety of Tenant or guests, water damage or fire, or unauthorized persons attempting entry into the Apartment without Owner's knowledge.

**59. [N/A]**

**60. [N/A]**

**61. THIRD PARTY BENEFICIARY** This Lease is an agreement solely for the benefit of Owner and Tenant (and their permitted successors and/or assigns). No person, party or entity other than Owner and Tenant shall have any rights hereunder or be entitled to rely upon the terms, covenants and provisions contained herein. The provisions of this Article 61 shall survive the termination hereof.

**62. MOVING IN, VACATING APARTMENT AND TERMINATION**

**A.** Should Owner become concerned with the inadequate care and/or supervision of Tenant's moving company's crew, Tenant shall instruct moving personnel to comply with Owner's reasonable request for added protection throughout the Apartment. All moving personnel must be fully insured and reasonable proof of such insurance must be supplied to Owner before moving will be permitted on or in the Apartment.

**B.** In the course of Tenant's moving in, out or having items delivered to the Apartment, should there be any damage to the halls, doors or any other part of the Apartment or the Building, Tenant shall be responsible to pay for the repair of such damage.

**C.** Upon the expiration of this Lease, Tenant shall return the Apartment in broom clean condition. Additional cleaning charges incurred by Owner due to Tenant's breach of this Article 62 shall be borne by Tenant and shall be deemed Additional Rent.

**63. OWNER UNABLE TO PERFORM** Notwithstanding anything to the contrary contained in this Lease, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefore, governmental actions, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, except with respect to the obligations imposed with regard to the payment of Rent and Additional Rent to be paid by Tenant pursuant to this Lease (any of the foregoing "Force Majeure") shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage.

**64. ILLEGALITY.** If a term in this Lease is illegal, invalid or unenforceable, the rest of this Lease remains in full force.

**SIGNATURES CONTINUED ON NEXT PAGE**

  
Initials: CS

TO CONFIRM OUR AGREEMENTS, OWNER AND TENANT RESPECTIVELY SIGN THIS LEASE AS OF THE DAY AND YEAR FIRST WRITTEN ON PAGE 1.

BY: MINEOLA METRO LLC

(Landlord)



Gaurav Sekhon (Tenant)

Date

3/22/2021  
12:25 PM EDT

Date

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED MARCH 21, 2021 BETWEEN MINEOLA METRO LLC (LANDLORD) AND GAURAV SEKHON (TENANT) REGARDING APARTMENT E420 IN THE PREMISES LOCATED AT 199 SECOND ST, MINEOLA, NY 11501. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

### ANNEXED RIDER TO LEASE AGREEMENT

ATTACHED RIDER SETS FORTH RIGHTS AND OBLIGATIONS OF TENANTS AND LANDLORDS UNDER THE RENT STABILIZATION LAW.

Lease Length: 2 years	Lease Starts: May 15, 2021	Lease Ends: May 14, 2023
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ELECTRONIC NOTICE TO ATTENTION OF TENANT(S) ADDRESS FOR ELECTRONIC NOTICE	
Gaurav Sekhon	Gaurav.sekhon.38@gmail.com

OCCUPANTS (OTHER THAN TENANT)	AGE

EMERGENCY CONTACT(S)	
Name:	Relation:
Address:	
Phone #:	Alt. #:

(MANAGING AGENT MUST HAVE COPY OF APT. ENTRY KEYS IN CASE OF ANY EMERGENCY & MAY ENTER)

#### 1. RENT

**a. Rent Payments.** The rent under this Lease shall commence on the first day of its term, provided the Apartment is vacant as of that date (even if any painting and cleaning of the Apartment is not finished). Thereafter, you must pay rent on the first day of each and every month regardless of whether or not You receive a rent bill. Rent will only be accepted from the Tenant of record. If a rent payment is accepted from someone other than the Tenant of record, such acceptance shall not confer any right, title or interest under this Lease or to the Apartment to the individual or entity who made such payment.

#### b. UNCOLLECTIBLE CHECK

**i. Bounced Checks.** If any payments made by check and such check is returned unpaid to Owner for any reason, Owner shall charge twice the amount imposed upon Owner by its bank or **\$45.00**, whichever is more, which charge shall constitute additional rent under this Lease and shall be due and payable on demand by Owner or with the next installment of rent, whichever occurs first. For the purpose of this Lease, no rent shall in any event be deemed paid until such payment is actually received, accepted and collected by Owner.

**ii. Notations and Checks.** Writings, notations or statements written on the front or back of any check, money order or other monetary instrument given to Owner shall not be deemed a part of this Lease and shall not be binding on Owner. Owner's acceptance, endorsement, deposit or negotiation of the said check, money order or other monetary instrument shall not be deemed an acceptance of the conditions on same and Owner may accept same as if the said writing, statement or notation did not exist. The delivery of a check or money order to Owner or Owner's agent does not constitute payment unless and until the check "clears". A payment that is for an incorrect amount or is made by someone who is not the Tenant of record may be retained by Owner or returned to You without prejudice to Owner's rights and remedies.

#### c. WHEN RENT DEEMED PAID:

For the purpose of this Lease, no rent shall in any event be deemed paid until such payment is actually collected by the Owner.

#### d. LATE CHARGE:

In the event the rent is not received by the **6th** day of the month in which it is due, Tenant shall pay an additional **5%** to the Owner as a late charge for additional rent. Owner may report unpaid rent and damages to a credit bureau for recordation in resident's credit file.

#### e. PARTIAL CALENDER MONTHS:

If this Lease does not start on the first day of a calendar month, You still must pay the full month's rent for that month; any overpayment will be applied towards the second month's rent. You must pay the full month's rent for the last month of the term of this Lease; You will not be entitled to any refund if You move out before the end of that month.

#### 2. LEGAL FEES AND DISBURSEMENTS

You must reimburse Owner for any legal fees and disbursements for legal actions or proceedings brought by

Initials: 



the Owner against you because of a Lease defaulted by you or for defending Lawsuits brought against the Owner because of your actions. Also, you are responsible for all other fees and expenses incurred by the Owner because of your failure to obey any of the provisions of the Lease and its Riders. In any event the Landlord shall institute summary proceedings against the Tenant, Tenant shall pay to the Landlord the sum not less than \$0.00 for legal fee plus costs and disbursements for the action.

### 3. CARE OF THE APARTMENT-END OF LEASE-MOVING OUT

- a. Moving Out.** Rent for the last month of this Lease must be paid on or before the **1st** day of the month. The Security Deposit may not be used for this purpose. Even if You vacate early, rent is due until the last day of this Lease and will not be pro-rated. On or before the ending date of this Lease:
- i. You and all other persons must move out of the Apartment.
  - ii. You must repair and restore the Apartment, at Your own cost and expense, so that it will be in good order and in the same condition it was in when You first occupied it,
  - iii. You must remove, from the Apartment and from all storage and other areas of the building, at Your own cost and expense, all of Your moveable property, as well as all furnishings, installations, attachments, wires, cables, conduits, wallpaper, cabinets, and all vinyl tile, linoleum, carpeting and other floor coverings (including all nails, tracks or stripping by or to which the same may have been attached) that You or any previous Tenants may have installed, whether or not these items were installed with Owner's consent, at Your own cost and expense.
  - iv. You must schedule Your move (including Your use of the elevator) with the Building's superintendent, give all apartment and mailbox keys to Owner, and notify owner in writing of Your forwarding address. You must also give Owner all keys and access cards, if any, used to gain entry to the building or any the Common Facilities. If You lose or fail to return any keys or access cards which were furnished to You by Owner, You shall pay Owner the cost of replacing them and Owner may deduct such costs from the Security Deposit held by Owner.
  - v. You must restore and repair to its original condition those portions of the Apartment affected by the items described in (c) above, at Your own cost and expense. This means, for example that [i] You must restore all walls and floors to the same condition in which they were received, unless Owner consents prior by Written Notice; [ii] You must leave the wall in good order and prime painted; and [iii] You must have the floor and adjacent areas scraped, refinished and repaired so that the affected areas and contiguous areas are uniform in color and finish.
  - vi. If anyone or if any of Your property remains in the Apartment after this Lease ends, Owner may either [1] treat You as still in occupancy and charge You "use and occupancy" for the Apartment (which, shall be an amount that is no less than 125% of the rent You were paying on the last day of this Lease; or [2] Owner may consider that You have given up the property remaining in the Apartment, in which case, Owner discard the property or store it at Your expense, and You will have to pay Owner for all costs and expenses incurred in removing and/or storing such property. In either case You will also owe Owner for all losses, costs and expenses incurred by Owner as well as any losses, costs and expenses incurred by a new Tenant if the new Tenant's moving into the Apartment is delayed by You.
  - vii. If you fail to duly and punctually perform any of Your obligations under this Article, Owner may do so, at Your expense. Owner, in addition to any of its other rights and remedies, may deduct the costs of performing any of Your obligations, from any Security Deposit held by Owner.

#### b. SECURITY DEPOSIT

- i. **Security Deposit and Last Month's Rent.** If You violate this Lease by using the security deposit as the last month's rent, You will be required to pay Owner a special handling charge equal to 25% of one month's rent in addition to damages, if any. This handling charge is deemed additional rent and is due and payable on the last day of the last month of the term of this Lease.

### 4. CHANGES AND ALTERATIONS TO APARTMENT

- a. Consent of Owner required.** You may not, without Owner's prior written consent:
- i. Install, change, attach, remove or disconnect any couplings, offshoots, cable pipe or conduit wherever located.
- b. Painting; Flooring; Drawers.** You shall not cover, paint or chemically treat or in any other way alter or decorate the kitchen cabinets, bathroom tile or exposed brick walls, if any, in the Apartment. You shall not line any drawers or cabinets with heavy stick or strong hold contact paper or the like. You shall not scrape, stain or refinish any floors in the Apartment except as required by Owner as provided elsewhere in this Lease. You must get the prior written consent of Owner for any painting or decorating in the Apartment. You shall not use peel-and-stick picture hangers or stick-on-hooks of any kind on any surface of the Apartment.
- c. No Structural Alterations.** You shall not, without first obtaining the written consent of Owner, make in the Apartment, or on any terrace, balcony or patio that is accessible from the Apartment, any kind of alterations of any kind or install any electrical or other equipment which may impose an excess load on existing electric, gas or water supplies. You shall not permit or allow anything to be done or kept in the Apartment which will increase the rate of fire insurance on the Building or the contents thereof.
- d. Mechanic Liens.** In case there shall be filed a notice of mechanics lien against the Building for or purporting to be for labor or materials alleged to have been furnished or delivered for the Apartment to or for You, You shall immediately cause such lien to be discharged by payment, bonding or otherwise and, if

You shall fail to cause such lien to be discharged within ten (10) days after notice from Owner, then Owner may cause such lien to be discharged by payment, bonding or otherwise, without investigation as to the validity of or any offsets or defenses to such lien, and Owner may collect such amounts and all costs and expenses paid or incurred in connection with such lien from You, including reasonable attorneys fees and disbursements, together with interest thereon from the time of payment of such lien.

- e. Sprinklers.** You shall not paint, or in any way tamper with sprinkler heads, if any, in the Apartment. Since such covering or painting will render the sprinkler inoperative and not repairable You shall be liable for the full cost of their replacement (as well as any loss or damage that may occur due to a fire), which sum shall be collectible as additional rent. Should flooding occur due to tempering with or bringing hot objects too close to such heads (which may cause them to activate), You will be responsible for any damages caused by the same. You acknowledge having been advised that under applicable Law it is a misdemeanor to tamper with a fire sprinkler system.

#### 5. YOUR DUTY TO OBEY AND COMPLY WITH LAWS, REGULATIONS AND LEASE RULES

- a. Recycling and Environmental Protection.** You agree to comply with all Government Laws and orders regarding recycling and environmental protection. If, because of Your failure to comply with any governmental Law or order, Owner is put to any expense whatsoever, including, without limitation, any fine or penalty imposed by any governmental authority, You will pay Owner the amount of any such expenses such as additional rent.
- b. Non-Interference.** You will do nothing to interfere with or make more difficult Owner's efforts to provide You and all other occupants of the Building with the required facilities and services. Any condition caused by Your misconduct or the misconduct of anyone under Your direction or control shall not be a breach by Owner
- c. Fire Safety Plan and Notice.** You acknowledge having received a copy of, read and understand the fire safety plan for the Building; You will keep at all times Your copy of the fire safety plan in an easily accessible place in the Apartment. You also acknowledge that there is a fire safety notice attached to the inside of the door to the Apartment. You must not tamper with or remove this notice.

#### 6. SERVICES AND FACILITIES

- a. Laundry and other Facilities.** If Owner permits You to use any laundry or other facilities located in the Building, but outside of the Apartment (except otherwise stated in this Lease or Rider), the use of any of these facilities will be furnished to You at Your own risk, except for loss suffered by You due to Owner's negligence. You will operate at your expense any coin or card operated appliances located in any such of these facilities. Owner has no obligation to you to provide laundry or any other facility and Owner may discontinue such service at any time.
- b. Smoke detector.** If Owner has or hereafter shall install one or more smoke detectors in Your Apartment, it is understood that Owner shall not be responsible for any servicing or maintenance of the smoke detector, including, but not limited to, replacement of batteries, if applicable except as provided by applicable Law or statute. If a smoke detector has been installed in the Apartment, You acknowledge that You have inspected it and that it is in good working order. You shall be liable to Owner for any damages resulting from your failure to keep it in good working order. Owner shall not be liable for any damage caused by the failure of such detector to operate properly.
- c. Security Systems.** (1) You acknowledge that the Owner makes no representation and assumes no responsibility whatsoever with respect to the functioning or operation of any of the human or mechanical security systems which the Owner does or may provide, including, without limitation, desk person, lobby attendants, or TV monitoring. You agree that the Owner shall not be responsible or liable for any bodily harm or property loss or damage of any kind or nature which You or any members of Your family, employees or guest may suffer or incur by reason of any claim that the Owner, his agents or employees or any mechanical or electronic system in the Building has been negligent or has not functioned properly or that some other or additional security measures or system could have prevented bodily harm or property loss or damage and (2) If You install a security system, the Owner shall not be responsible for the maintenance of same. Neither the superintendent nor Owner nor any of its employees shall be responsible for responding to any alarm or security alert.
- d. Terrace and Balconies.** The Apartment may have a terrace or balcony. Neither the terrace nor balcony is part of the demised premises. You must keep the terrace or balcony clean and free from snow, ice, leaves and garbage and keep all screens and drains in good repair. No cooking with gas or charcoal grills is allowed on the terrace or balcony. You may not keep or install a fence or make any changes or additions to the terraces or balcony. Installation of furniture and plants requires prior approval of Owner. If You do, Owner has the right but shall not be obligated to remove these items and store them at Your expense; and During reasonable hours and with reasonable notice, except in emergencies, Owner may enter the Terrace or Balcony to make any necessary repairs or changes Owner deems necessary. With reasonable notice, Owner may also deny you access and use to the Terrace or Balcony to make any necessary repairs to the building or changes to the building the Owner deems necessary.
- e. Recreational Facilities.** The use of any sun deck or other recreational facilities located in the Building of which Your Apartment forms a part is restricted to Tenants only. At Owner's option, usage shall be available on first-come, first served basis. Owner may at its sole discretion mandate Rooftop/Sundeck Hours of Operation.

**You are not entitled to any rent reduction because of stoppage or reduction of any of the above services unless it is provided by Law.**

**7. COMMON FACILITIES**

**General.** The terms "Common Facility" (when referring to one) and "Common Facilities" (when referring to all) shall mean any fitness center, duplex game-room lounge, lobby lounge, roof deck, terrace, laundry room(s), conference center, club room, storage room, Parking Garage or other amenity or facility that is for the use of Building occupants. You understand that the use of the Common Facilities will be at Your own risk and expense. You may not store any material in any of the Common Facilities or any other area of the Building without the prior written consent of Owner and in accordance with all applicable Laws, rules and regulations. Owner shall not be responsible for any loss or damage to property left in any Common Facilities or other Building space.

- a. Changes In Common Facilities.** You understand that unless Owner charges a separate designated fee, the Common Facilities are made available to Tenants for free and that no rent is attributable to the Common Facilities. Owner may, at its Sole discretion, limit, curtail, change or remove any or all of the Common Facilities or impose charges for the use of the same, at any time, for any or no reason, without the same constituting a reduction in services to You and without Your being entitled to any rent reduction, abatement, off-set or credit.
- b. Specific Common Facilities.** Owner reserves the right to limit the use of certain of the Common Facilities to Tenants and permitted occupants (who, in the case of any fitness center must be 18 years of age or older) who shall be required to sign a separate agreement and/or Lease rider for each of these Common Facilities and comply with its terms (including, without limitation, the payment of fees, if any). If You sign any separate agreement or Lease Rider, Your failure to comply with any of its terms and conditions will be considered a default under the Lease.
- c. Elimination or Reduction of Building Facilities.** If Owner changes, eliminates or reduces the hours of operation or any of the components or any of the Common Facilities or other Building Facilities, such action by Owner should not be deemed a breach of this Lease nor a reduction of services for which You may claim any abatement or reduction of rent or any right to have such Common Facilities restored.

**8. INABILITY TO PROVIDE SERVICES**

- a. Availability of Communications Services.** Telecommunications, cable or satellite television, internet and other services and equipment ("Communications Services") are the sole responsibility of the service provider. Owner does not warrant, guarantee or make any promises concerning the availability, type of service, quality, cost or any other matter relating to any Communications Services. No action or failure to act on the part of Owner in connection with the installation, availability, operation, approval, rejection or commencement of any Communications Services shall be deemed a default or breach of Owner's obligations under this Lease. You are responsible for arranging Communications Services directly with the provider; however, You may not make arrangements with any provider that has not made, in advance of Your request, written arrangements with Owner to provide services in the Building. Without limiting the generality of the foregoing, You acknowledge that your choice of service providers for Communications Services may be limited because of the arrangements made by Owner for the Building, that You have had the opportunity to inquire of Owner as to the range of Communications Services and service providers for the Building prior to signing this Lease and that You are renting the Apartment with a full awareness of the available options and limitations.
- b. Use of Communications Services.** If Owner or You arrange for any Communications Services, before using such Communication Services, You will be required to accept and agree to the terms and conditions of use imposed by the Communications Services provider. If Owner arranges for any such Communications Services, Your use of such Communications Services must be strictly in accordance with the terms and conditions of use imposed by the Communications Services provider. Owner may, at its option at any time, discontinue, interrupt or change such Communications Services arranged by Owner, for any or no reason. A default by You in complying with any terms and conditions of use of any Owner-arranged Communications Services will be deemed a default by You under this Lease and, without limiting Owner's other rights and remedies, Owner may, at Owner's option or as may be required by the Communications Services provider, terminate or restrict Your use of such Communications Services.

**9. ENTRY TO APARTMENT**

- a. Entry When You Are Not Home.** If at any time You are not present to permit Owner or Owner's representative to enter the Apartment and entry is necessary or allowed by Law or under this Lease, Owner or Owner's representatives may nevertheless enter the Apartment. Entry by force (including, without limitation, breaking the lock) is permitted in an emergency or where prompt action is required to reduce the risk of damage, loss or injury to persons or property. Owner will not be responsible to You, unless during this entry, Owner or Owner's representative is negligent or misuses Your property.
- b. Entry By Emergency Contact.** You hereby grant Owner and Owner's representatives, the right, without liability, to allow any of Your "emergency contacts" (which you may change by notice to Owner) to enter the Apartment and inspect Your personal property, without any court order or other authorization, if Owner at any time has reason to believe that You are missing, deceased, unconscious, incompetent or otherwise unable to communicate with Owner. Your emergency contact(s) are also authorized to remove any documents (such as medical or other insurance information) that he or she deems necessary or desirable in order to attend to Your affairs.
- c. Keys.** You shall supply Owner with all keys necessary to gain access to the Apartment (including, without limitation, keys and/or code numbers to de-activate any security system). You may not change the lock and/or add any lock to the entrance door of (or any other door in) the Apartment without the prior written

consent of Owner. You will immediately give Owner a duplicate keys or keys (and/or code numbers to de-activate any security system) if changes or additions are made to any lock (or security system).

- d. Remedies.** The right to enter the Apartment as allowed by Law or under this Lease, as well as Owner's and its representatives other rights under this Article 13, are material obligations on Your part; Your failure or refusal to permit Owner to enter the Apartment or exercise any of such other rights shall be considered a default by You under this Lease and, without limiting Owner's other rights and remedies, may result in Your being responsible to Owner for any monetary or other damages.
- e. Notice and Time of Entry.** For purposes of this Article 10: [1] No advance notice shall be required prior to entry to the Apartment or the exercise of any other rights of Owner or Owner's representatives under this Article 13; but Owner or Owner's representative will, prior to entry to the Apartment, place a call to the Apartment by telephone or by the intercom or other communication system for the Building (and in any event no such call shall be required in an emergency). [2] Reasonable times shall include, but not be limited to (i) weekdays between 8:30 A.M. and 5:30 P.M., (ii) weekends and holidays between 10:00 A.M. and 5:30 P.M. and (iii) such other times as may be appropriate based upon concerns for safety, security, efficiency or timeliness or for the comfort and convenience of Building occupants and guests.

#### 10. ASSIGNING; SUBLETTING; ABANDONMENT

- a. Assigning and Subletting.** You cannot assign this Lease or sublet the Apartment without Owner's advance written consent in each instance. Owner may refuse to consent to a Lease assignment for any reason or no reason. The first and every other time You wish to sublet the Apartment, You must get the written consent of Owner. Owner may impose a reasonable credit check fee on You in connection with an application to assign or sublet. If you fail to pay your rent Owner may collect rent from subTenant or occupant without releasing You from the Lease. Owner will credit the amount collected against the rent due from You. However, Owner's acceptance of such rent does not change the status of the subTenant or occupant to that of direct Tenant of Owner and does not release You from this Lease. In the event of an unauthorized assignment or sublease, the owner shall be entitled to collect the rent from the occupant in the same manner as from You, the Tenant. Such acceptance shall not be deemed consent to the assignment or sublease. You shall remain liable under this Lease after a sublease or assignment unless You are released in writing by the Owner.
- b. Abandonment.** If You moved out of the Apartment (abandonment) before the end of this Lease without prior consent of Owner, this Lease will not be ended. You will remain responsible for each monthly payment of rent as it becomes due until the end of this Lease. In case of abandonment, you responsibility for rent will end only if Owner chooses to end this Lease for default.

#### 11. DEFAULT

- a.** If Your application for the Apartment contains any misrepresentations or false statements, this will be a non-curable default, and Owner may terminate this Lease on three (3) days notice. At the end of the three-day period, this Lease will end. You must then move out of the Apartment.
- b.** If (i) You assign property for the benefit of creditors or (ii) You file a voluntary petition or an involuntary petition is filed against You under any bankruptcy or insolvency Law or (iii) a trustee or receiver of You or Your property is appointed, Owner may give you thirty (30) days notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within thirty (30) day period, the Term shall end as of the date stated in the notice. You must continue to pay rent, damages, losses and expenses without offset.

#### 12. Estoppel Certificate.

You agree to sign (1) within 5-days after requested, a written acknowledgment (if accurate) to Owner or any third party designated by Owner that this Lease is in effect, that Owner is performing Owner's obligations under this Lease and that You have no present claim against Owner and (2) upon request by any Lender, an instrument or instruments confirming the "attornment." You also agree to sign (if accurate) a written acknowledgement to any third party designated by Owner that this Lease is in effect, that Owner is performing Owner's obligations under this Lease and that you have no present claim against Owner.

#### 13. ADDITIONAL OWNER REMEDIES

##### a. FEES AND EXPENSES

**Owners Right.** You must pay Owner for any of the following fees and expenses incurred by Owner, including but not limited to:

- i. Repairing or replacing any appliance damaged by your misuse or negligence.
- ii. Any Real Estate Broker Fees for re-renting the apartment, to be billed to Tenant and may be deducted from Tenants Security Deposit. Tenant Acknowledges and Accepts any forfeiting or deduction of Tenants Security Deposits.
- iii. Any fees associated with Owner's transfer of assignment to a collection company of any monetary obligations owed by you because of any default by you under the Lease, any judgments, or any agreements you made with Owner. Such fees include but are not limited to any interest fees, charges or expenses added to the principal balance before the transfer or assignment of the debt to a collection company.
- iv. All other fees and expenses incurred by Owner because of your failure to obey any other provisions and agreements of this Lease.

THESE FEES AND EXPENSES SHALL BE PAID BY YOU TO OWNER AS **ADDITIONAL RENT** WITHIN 30 DAYS AFTER YOU RECEIVE OWNER'S BILL OR STATEMENT IF THIS LEASE HAS

ENDED WHEN THESE FEES AND EXPENSES ARE INCURRED, YOU WILL STILL BE LIABLE TO OWNER FOR THE SAME AMOUNT AS DAMAGES.

#### 14. CONDITION OF THE APARTMENT

You agree that Owner has not promised to do any work in Apartment except as specified in attached "work" rider. You understand that no employee or agent of the Owner is authorized to bind the Owner orally to do anything in the Apartment. Any Owner's work must be in writing or signed by Owner or Owner's Agent. You will have no claim against Owner on account of any noises, aromas, scents or odors.

#### 15. LEASE NOT BINDING ON OWNER

This Lease is submitted to You for signature with the understanding that it shall not bind the Owner unless it has been executed by the Owner and delivered to You. No writing by You on any check or money order will be binding on Owner, even if the check or money order is deposited.

#### 16. SIGNS

No signs, notice or advertisement shall be inscribed or exposed on or at any window or any part of the Building, except such as shall have been first approved in writing by the Owner or Owner's managing agent.

#### 17. DELIVERIES

Notwithstanding anything contained in any other paragraph of this Lease, You agree not to deliver or cause to be delivered to Owner or Owner's authorized agent for delivery to You or to any other person any item of property (packed or otherwise) which shall have a value in excess of \$500. You further agree that in no event shall Owner be liable in excess of the sum of \$500 for loss or damage to any property (package or otherwise) which shall be delivered to Owner's authorized agent for delivery to You or to any other person and You hereby indemnify and agree to hold Owner harmless from any liability or claim in excess of \$500.00 for loss or damage to any such property which may be asserted by You or any consignor, deliverer, shipper, owner of such property or other person. If any employee of Owner helps in parking or delivering any automobile or handling or delivering any packages at Your request, or at the request of any occupant or guest, the employee is acting only on your behalf and Owner is relieved from any and all loss or liability.

#### 18. ILLEGALITY

If any term in this Lease is illegal, that term will no longer apply. The rest of this Lease remains in full force.

#### 19. OWNER'S CONSENT

If You require Owner's consent to do any act and such consent is not given, Your only right is to ask the Court to force Owner to give consent. You agree not to make any claim against Owner for money or subtract any sum from the rent because such consent was not given.

#### 20. BROKER

You represent that:

- a. ☐ A broker, \_\_\_\_\_, brought about this lease.  
b. ☒ No broker was involved in this lease.

If a broker did bring about this Lease, You have agreed with the broker to pay the fee. You hold Owner harmless from any claim for commission made by any broker, including all costs of defending any claim and reasonable attorney's fees by an attorney selected by Owner to defend it.

#### 21. PROPERTY LOSS AND DAMAGE; PERSONAL INJURY

**Owner Not Liable for Damage.** Owner and Owner's agents and employees will not be responsible to You for: (1) any loss of or damage to You or Your property in the Apartment (even when Owner and Owner's agents or employees are permitted to enter the Apartment) or the Building (including, without limitation, any of the Common Facilities) due to any accidental or intentional cause, even a theft or another crime committed in the Apartment or elsewhere in the Building; (2) any loss of or damage to Your property delivered to any of Owner's agents or employees (such as the superintendent, doorman, concierge, etc.); (3) any damage or inconvenience cause to You by any other Tenant, occupant or person in the Building; (4) any loss or damage (including, without limitation, any consequential losses) caused by or due to the installation, removal, operation, maintenance, malfunction, interference with or discontinuance of any Communication Services; and (v) any loss or damaged caused by or due to any leaks in any air-conditioning unit or window.

#### 22. RENTER'S INSURANCE

Within the signing of the Lease, Tenant will obtain renter's insurance and provide proof of purchase to Landlord. Tenant further agrees to maintain the policy throughout the duration of the tenancy, and to furnish proof of insurance on a yearly basis. The renter's insurance required must at a *minimum* cover damage to Tenant's property as a result of unexpected hazards such as fire water damage or theft and must cover the Tenant if his/her negligence or any of his/her guest's negligence cause injury to others at the premises or at the Building, or damages the building or the property at the building. In case of any damage, Tenant covenants and agrees that the claim and proceeds of such renter's insurance shall be Tenants sole remedy. Failure to maintain renter's insurance is serious default of the Lease obligation and in the event of such default, Owner may terminate Tenant's rights under the Lease.

#### 23. LOSS BY BUILDING EMPLOYEES

Owner shall not be responsible for any fault or misconduct of its agents and employees unless they were grossly negligent or engaged in willful misconduct while performing work that is part of their duties for Owner. If any agent or employee of Owner renders assistance in the parking or delivery of an automobile, handling or delivery of any furniture, household goods, keys or other articles or in providing any other service that is beyond the scope of their employment, at Your request or at the request of any Lawful occupant, or at the request of any of Your employees or guests, then said Owner's employee shall be deemed an agent of the

person making such request and Owner is expressly relieved from any and all loss or liability in connection therewith.

#### 24. PROHIBITED AREAS

You are strictly prohibited from opening, entering, accessing, or tampering with, or attempting to open, enter or access, any areas of the Building or the Apartment that are locked, limited to Building employees or service personnel, or otherwise off-limits to Tenants. This includes, without limiting, locked or closed access doors, panels, shafts, bus ducts, mechanical and telecommunications rooms and closets. THERE AREAS MAY CONTAIN HIGH VOLTAGE OR OTHER DANGEROUS EQUIPMENT or conditions. You (and not Owner or Owner's agents or employees) will be held responsible for any loss or injury to Yourself or anyone else caused by Your violation of the foregoing prohibition (except if, and to the extent, cause by Owner's gross negligence or willful misconduct).

#### 25. INTERFERENCE WITH LIGHT AND AIR

Owner will not be liable for (and You hereby consent to) any of the following occurrences or conditions (a "Permitted Obstruction"): (1) any temporary interference with or impairment of light, ventilation, air quality or view caused by construction by or on behalf of Owner; (2) any interference with or impairment of light, ventilation, air quality or view (whether temporary or permanent) caused by construction on, or changes to, property not owned by Owner; (3) the closing, darkening or blocking up of windows if such action is required by Law; and (iv) any temporary dirt, noise, odor or other condition stemming from the creation of, or other work pertaining to, any of the items described in (1) through (3) hereof. No Permitted Obstruction will be considered a breach of this Lease or any of Owner's obligations under this Lease; nor will any Permitted Obstruction entitle You to a suspension or reduction of rent or allow You to cancel this Lease or make a claim for damages, nuisance, abatement of rent or otherwise. You will cooperate fully with, and not object to nor interfere with, Owner and Owner's representatives (and, if required by Owner, the owner of neighboring buildings and its representatives) in their creation of, or performance of other work pertaining to, a Permitted Obstruction. This includes, without limitation, Your giving Owner and Owner's representatives (and such owner of neighboring buildings and its representatives) access to the Apartment to plan, perform and inspect such work. If the Apartment contains a "lot line" window(s), You acknowledge that You were advised that a building or structure may be erected on adjacent property which may completely block said lot line window(s).

#### 26. LENDER'S CONSENT REQUIRED

If [1] any Mortgage requires Owner to obtain the consent of a Lender to this form of Lease, [2] this Lease is signed before any Lender has given its consent, and [c] after this Lease is signed a Lender requires that Owner change the form of this Lease, then Owner will notify You of the required changes and this Lease will be automatically amended to incorporate such changes, except that You will have the option to terminate this Lease early, if the required changes increase Your monthly rent or materially increase Your other obligations. To terminate this Lease early, You must so notify Owner, within 15 days after Owner gives you notice of the required changes, of the date that You want this Lease to end; If You properly give such notice, the Lease will end on the date You specified.

#### 27. BILLS AND NOTICES

**Notices to You.** Any notice from Owner or Owner's agent or attorney will be considered properly given to You if:

**a. Written Notice.** It is (a) in writing; (b) signed by or in the name of Owner, Owner's agent or attorney; (c) addressed to You at the Apartment or such other address as Owner believes is reasonably likely to reach You and (d) delivered by messenger, mail or overnight delivery service (such as Federal Express). Such notice will be deemed effective as of the date of delivery (if sent by messenger), one day after it is sent by overnight delivery service or on the next day after mailing that the Postal Service makes regular residential deliveries.

**b. Electronic Notice.** There is an "E-Mail Address For Tenant" and/or "Fax Number for Tenant" shown at the beginning of this Lease, or if You subsequently provide an e-mail address and/or fax number to Owner, and Owner or its agent notifies You by fax or e-mail at the indicated e-mail address and/or fax number. Notice by e-mail or fax will be deemed given when sent and need not be signed.

**Electronic Communications Are Not Binding On Owner.** Any agreement, notice or other communication sent to or from Owner, by e-mail, fax, or other electronic means ("electronic notice"), is not legally binding, valid or enforceable against Owner, absent Owner's specific written authorization unless otherwise provided for in this Lease.

**c. Posted Notice.** Such notice is intended for more than one Tenant in the Building (as opposed to a notice that is specifically for You) and such notice is given (a) by inclusion on or with Your rent bill, (b) by posting it in or near the lobby of the Building, mail box, elevator and/or other public area in the Building, or (c) by leaving same under or at Your Apartment door. Such notice need not be signed and will be deemed given one day after it is sent to you, posted in the Building, or left under or at Your Apartment door.

**d. Oral Notice.** Such notice is given to You orally, in person, by telephone or otherwise, in the case of an emergency, in which case, such notice will be deemed given immediately. If there is more than one person signing this Lease as Tenant, each Tenant designates the other persons as his or her agent for the purpose of receiving notices, so that Owner need only give notice to one such person for a notice to be effective as to all persons who constitute Tenant.

#### 28. NOTICES TO OWNER

Any notice that You may wish to give to Owner, will not be effective unless it is in writing, signed by all of the persons named as Tenant under the Lease, and sent, postage prepaid, by registered mail, return receipt requested, to Owner at the address noted on page 1 of this Lease, marked Attention: Property Manager, with



a copy to Owner as said addressed, marked Attention: General Counsel, or at such other address as Owner may designate from time to time. Such notice will be deemed given on the next day after mailing that the Postal Service makes regular deliveries to businesses.

#### 29. NO PROMISES BY OWNER EXCEPT AS STATED IN LEASE

You acknowledge that no representation or promise of any kind has been made by Owner, or any agent or employee of Owner or any broker or broker's agent, and You are not relying on any representation or promise, except as expressly set forth in this Lease or in the separate documents indicated on the first page of this Lease. Without limiting the foregoing, You acknowledge that You are not relying upon and You were not induced to enter into this Lease or to take possession of the Apartment by anything contained in any floor plans, brochure or other literature. This Lease (together with the documents indicated on the first page of this Lease) contains the entire agreement between You and Owner with respect to the topics covered by this Lease and supersedes all other statements, communications, brochures and agreements, whether oral or written

#### 30. OWNER'S RIGHT TO CONSOLIDATE, REDUCE OR ELIMINATE FACILITIES

If there is or there shall be joined to the Building in which the Apartment is located, another building(s), so that the Building and the one or more joined buildings, shall be serviced by common facilities (including but not limited to a lobby, entranceway, service entrance, basement, heating system, elevator, public hallway or fitness center) or employees (including, without limitation, a superintendent, lobby attendants or porters), or if Owner consolidates the operation and/or services of the Building with another building which may or may not be joined to the Building or if Owner changes the lobby or access to the Building or any of its facilities, thereby eliminating, reducing or changing some or all of the existing services, amenities, employees, lobby or other facility, such action by Owner shall not be deemed a breach of this Lease or a reduction of services for which You may claim any abatement or reduction of rent or any right to have such services, amenities, facilities, lobby, access or employees restored.

#### 31. WAIVER BY TENANT

You waive any cause of action or claims arising from any noise, inconvenience, disturbance or other acts occurring during, or as a result of, any work performed to join the buildings, or to consolidate or change any of the facilities, such as any of the Common Facilities, the lobby or access to the buildings, and You shall not have any claim for abatement or reduction of rent nor will You be relieved of any of Your other obligations by virtue of the said noise, inconvenience or disturbance.

#### 32. NOISE; ODORS OR OTHER ANNOYANCES

You acknowledge that Owner has not made any representations or promises with respect to noise, odors or other annoyances however arising and whether occurring inside or outside the Building or in the general vicinity of the Building. You hereby waive and release any claim, cause of action or set-off by reason of or arising out of any noise, inconvenience, aroma, scent, odor or other annoyance, however arising, and whether occurring inside or outside the Building (including, without limitation, annoyances caused by others in the Building, other in the general vicinity of the Building, traffic, cars, busses and other vehicles, deliveries, business activities, dust, fumes, debris, vibration and air pollution, public improvements and other construction activities). You shall not rescind this Lease or claim any abatement or reduction of rent, nor shall You fail to honor any of Your other obligations under this Lease by virtue of any of the above-mentioned items.

#### 33. INFORMATION; NO CONFIDENTIALITY

By signing this Lease You are telling Owner that all information and documents provided by You or on Your behalf to Owner or Owner's agents (including, without limitation, anything in Your application to rent the Apartment) or otherwise obtained by Owner or Owner's agents in connection with this Lease and Your rental of the Apartment is true, correct and complete and does not leave out any information that would be important to Owner's decision to rent the Apartment to You. If Owner discovers any such misrepresentation or omission before the start of or during the term of this Lease, Owner may cancel this Lease by notice to You (which for this purpose may be written or electronic notice). All such information and documents (including, without limitation, information obtained by Owner during the term of this Lease, such as information about Your timeliness in making rent payments and fulfilling Your obligations under this Lease) may be disclosed by Owner or its agents to third parties.

#### SIGNING AND BINDING

You represent that the signing of this Lease and its delivery to Owner shall constitute an offer to enter into the Lease with Owner. This Lease shall not be binding upon Owner until it is signed by Owner and a signed copy returned to You by mail or otherwise TO CONFIRM OUR AGREEMENTS, OWNER AND YOU RESPECTIVELY SIGN THIS LEASE AS OF THE DAY AND YEAR FIRST WRITTEN ON PAGE 1.

Mineola Metro LLC



Gaurav Sekhon (Tenant)

3/22/2021  
12:29 PM EDT

Date

(Landlord)

Date

Initials: 



ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED MARCH 21, 2021 BETWEEN MINEOLA METRO LLC (LANDLORD) AND GAURAV SEKHON (TENANT) REGARDING APARTMENT E420 IN THE PREMISES LOCATED AT 199 SECOND ST. MINEOLA, NY 11501. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

## CONSTRUCTION RIDER

This is an agreement between the Tenant(s) named above and Mineola Metro LLC as Landlord for the above referenced unit.

We are offering this apartment on a future-ready basis. If, for any reason, the current construction work is not completed in the above referenced apartment by the commencement date of the lease, Tenant(s) agrees and acknowledges that the Landlord will modify the lease term to reflect a new start and ending date. The new start date will be commensurate with the first date the Landlord deems the apartment complete and available for move in purposes. Owner will give You notice (which for this purpose includes oral or electronic notice) of the date that You can move in.

The Landlord, Managing Agent and all outside agents and parties shall be held harmless from any and all inconveniences, damages, costs and expenses incurred by Tenant(s) related to the above circumstances.

However, in the event that any delay in the new start date of the lease exceeds ninety (90) days from the original commencement date of the lease, Tenant(s) may give Landlord thirty (30) days notice that Tenant(s) intends to cancel the lease and Tenant(s) shall be relieved and discharged from the lease.

Tenant(s) are on a further notice that the apartment is located in a newly constructed multiple dwelling.

Tenant(s) acknowledge(s) that the building including but not limited to the lobby, common areas, amenities, public hallways, roof deck and laundry facilities will require construction work to be completed. Therefore annoyances and inconveniences during the initial year of the lease term will exist due to construction. It is understood and agreed that plywood may line the elevator cabs and walls in the lobby. Carpeting and wall covering may not be placed in the hallway until the building is fully occupied. Tenant(s) further acknowledge(s) that there is on-going construction and that all facilities such as, but not limited to the roof deck and courtyard may not be available upon initial occupancy. All construction shall be performed with all requisite approvals and pursuant to all applicable statutes, codes, laws, and ordinances. Tenant(s) agree(s) that his/her/their reasonable expectation of the apartment and the building is that there will be construction work and workers in or about the premises, which will result in excessive noise, dust, annoyances, inconveniences and other problems associated with construction. Tenant(s) acknowledge(s) that these conditions may exist and that their acknowledgment is a material inducement for the Owner of the building to enter into this Lease, Tenant(s) agree(s) that it shall not make any claim against the Landlord as the rental provided herein reflects such annoyance. Tenant(s) acknowledges and agree that during the time the building is under construction Tenant(s) may not enter onto any floor other than the floor where the Tenant(s) resides, or where common area amenities are located once the common area amenities are made available for Tenant(s) use. Tenant(s) further understands, acknowledges and agrees that Tenant(s) is solely responsible for any injury, damage or loss that may occur to Tenant(s) or to Tenant(s) property as the result of Tenant(s) entering into any area of the Building other than as specified in this rider.

Approved and Accepted:

Mineola Metro LLC



3/22/2021  
12:29 PM EDT

Gaurav Sekhon (Tenant)

Date

(Landlord)

Date

Initials: 

## RIDER TO LEASE REGARDING ELECTRONIC DELIVERY

**ADDITIONAL CLAUSES** attached to and forming a part of that certain lease dated **March 21, 2021** between **Mineola Metro LLC** ("Landlord") and **Gaurav Sekhon** as Tenant(s) ("Tenant"), for Apartment **#E420** ("Apartment") in the premises located at **199 Second St, Mineola, NY 11501** ("Building") (collectively, the "Lease").

In the event of any inconsistency between the provisions of this Rider and the provisions of the Lease to which this Rider is annexed, the provisions of this Rider shall govern and be binding. The provisions of this Rider shall be construed to be in addition to and not in limitation of the rights of the Landlord and the obligations of the Tenant. Tenant acknowledges that as a material inducement to Landlord to execute the Lease, Tenant agrees to each of the following:

1. Tenant agrees that Tenant's electronic signature is the legal equivalent of its manual signature on this Lease. Tenant's use of any other form of electronic signature, including but not limited to email or .pdf signatures shall constitute Tenant's signature, acceptance and agreement (hereafter referred to as "E-Signature") as if actually signed by Tenant in writing. Tenant agrees that its use of a key pad, mouse or other device to select an item, button, icon or similar act/action (e.g. selecting an "I Accept" icon or its equivalent) while using any sites or digital platforms operated by Landlord or Landlord's designee shall constitute Tenant's E-Signature and Tenant shall be legally bound by the terms and conditions of this Lease. Tenant also agrees that no certification authority or other third party verification is necessary to validate Tenant's E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability or validity of Tenant's E-Signature or any resulting contract or agreement between Tenant and Landlord.
2. Tenant specifically agrees to receive any and all Communications (defined below) electronically (including, but not limited to, by email to Tenant's email address designated below ("Tenant's Email Address")). Further, by signing below, Tenant voluntarily agrees and consents that service of any lease or renewal lease or summons, complaint, notice of petition or petition, or other legal process in any suit, action or proceeding (collectively, "Service") may be made by email to Tenant at Tenant's Email Address, and consents and agrees that such Service shall constitute in every respect valid and effective service, but nothing herein shall affect the validity or effectiveness of process served in any other manner permitted by law. Any and all Communications or Service sent by Landlord or its agents to Tenant shall be deemed delivered when sent to Tenant's Email Address and Tenant irrevocably waives any and all claims it may have against Landlord in law or equity to contest same. The term "Communications" shall be deemed to mean any bills, statements, notices, demands, requests, notices of any legal proceeding or action in connection with this Lease, including, without limitation, any other communications in connection with this Lease or relationship between Tenant and Landlord. Nothing contained herein shall mean that Landlord must provide any Communications electronically; Landlord may, at its sole option, alternatively deliver any Communications to Tenant traditionally should Landlord choose to do so.
3. Tenant acknowledges that, for its records, it is able to retain Communications, this Lease and any other agreements between Landlord and Tenant delivered electronically by printing and/or downloading and saving the same. Tenant agrees to print out or download this Lease, all Communications delivered electronically and all documents to which Tenant agrees by use of its E-Signature and to keep such printed copies for Tenant's records.
4. Tenant may request a paper version of any Communications delivered electronically. To request a paper copy of an Electronic Communication, contact Landlord in writing at **1999 Marcus Ave, Suite 310, Lake Success, NY 11042**.
5. Tenant has the right to withdraw its consent to receive Communications electronically at any time since this service is offered as an accommodation to the Tenant for the Tenant's convenience. Tenant acknowledges that Landlord reserves the right to restrict or terminate Tenant's access to any of its sites or digital platforms if Tenant so withdraws its consent to receive Communications electronically. If Tenant wishes to withdraw its consent, it must be done in writing to Landlord at **1999 Marcus Ave, Suite 310, Lake Success, NY 11042** by certified mail, return receipt requested.
6. Tenant's current email address is **Gaurav.sekhon38@gmail.com**. Tenant agrees to promptly inform Landlord of any changes to its email address. Tenant may modify its email address by submitting a written notification to Landlord at **1999 Marcus Ave, Suite 310, Lake Success, NY 11042**, by certified mail, return receipt requested. If there is more than one (1) Tenant named in the Lease, all Tenants agree and acknowledge that the sending of any Communication to the email address set forth in this paragraph is good and sufficient notice to all Tenants named in the Lease. Tenant understands that it is Tenant's responsibility to ensure Landlord has been given Tenant's up-to-date email address and that it is in fact correct and accurate. Tenant further understands that it is solely responsible for ensuring its email address is functioning properly at all times and that Landlord has no liability for errors in transmission of the electronic notices other than addressing the electronic notices to the email address provided by Tenant. Notwithstanding the foregoing, the Tenant agrees to acknowledge all emails from the Landlord (such as an email acknowledgment), if requested to do so by the Landlord.
7. In order to receive and retain Communications electronically, Tenant may be required to install, maintain and/or operate necessary telephone lines, computers, access to the internet, internet browsers, software, connections and/or equipment. Landlord is not responsible for errors, failures or malfunctions in connection with any of the foregoing. Landlord is also not responsible for computer viruses or related problems associated with use of any online system or other digital platform. Without limiting the foregoing, by agreeing to the Lease, Tenant expressly represents that Tenant currently is, and will at all times be, able to satisfy and maintain the following minimum requirements:
  - A personal computer or other similar device (e.g., an iPad, a smartphone) that is capable of accessing the Internet.
  - An E-Mail account capable of receiving electronic correspondence and attachments thereto.
  - Software that enables Tenant to receive and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader® version 8.0 and above.
8. Tenant is fully aware of its right to discuss any and all aspects of this Lease and Rider with counsel of its choice. Tenant hereby acknowledges that (he/she) has carefully read and fully understands all of the provisions of this Lease and Rider, that (he/she) has had a reasonable period of time within which to consult with counsel or to otherwise consider the terms of this Lease and Rider and that (he/she) is voluntarily entering into this Lease and Rider and consents thereto.
9. If any provision of this Lease or Rider, or its application to any person or entity or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Lease and Rider shall not be thereby affected, and each provision shall remain valid and enforceable to the fullest extent permitted by law.
10. Tenant's execution of this Rider is a material inducement to Landlord to enter into this Lease, and without such inducement Tenant acknowledges that Landlord would not have entered into this Lease. Any failure by Tenant to comply with the

Initials: 

requirements of this Lease and Rider shall be deemed a material breach of this Lease and Rider, for which Landlord shall be entitled to any and all of its remedies in accordance with the terms, conditions and covenants of this Lease and Rider.

11. Tenant shall promptly reimburse Landlord, as additional rent, for all legal fees and any other expenses and costs incurred by Landlord in connection with any dispute or action in connection with this Lease or Rider (including, but not limited, any action by Landlord in connection with the collection of sums owed to Landlord under this Lease or Rider).
12. This Lease and Rider is a result of an arm's length negotiation between the parties. This Lease and Rider shall be construed in accordance with its plain meaning and shall not be construed for or against any party on account of the role of any party or its counsel in the drafting of this Lease and Rider.
13. The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease or Rider shall not be construed as a waiver or relinquishment for the future performance of such obligations of this Lease or Rider, or of the right to exercise such election.
14. Tenant understands that Landlord's policy on the use of electronic notices is subject to change by Landlord at any time in its sole discretion.
15. This Rider shall be incorporated into and be deemed a part of this Lease.

Mineola Metro LLC



3/22/2021  
12:30 PM EDT

Gaurav Sekhon (Tenant)

Date

(Landlord)

Date

Initials: 

**ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED MARCH 21, 2021 BETWEEN MINEOLA METRO LLC (LANDLORD) AND GAURAV SEKHON (TENANT) REGARDING APARTMENT E420 IN THE PREMISES LOCATED AT 199 SECOND ST, MINEOLA, NY 11501. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.**

## FITNESS & SAUNA RIDER

IT IS HEREBY AGREED, this Rider shall be deemed to be incorporated into and is made a part of the Lease dated **May 15, 2021** (the "Lease") between **Mineola Metro LLC** (the "Landlord") and **Gaurav Sekhon** (hereinafter, the "Tenant" and, if there are co-tenants to the Lease, they shall be jointly referred to herein as "Tenant") (and any occupants, if applicable) regarding the renting of apartment **E420** (the "Apartment") at **199 2nd Street, Mineola, NY 11501** ("Building"):

1. The Building contains a sauna and fitness center (collectively, the "Facilities"). Landlord may, pursuant to a separate agreement (the "Amenity Agreement") and subject at all times to the applicable rules and regulations promulgated by Landlord, grant Tenant, occupants of the Apartment and their guests (collectively, "Authorized Users"), the right to use the Facilities, **WHICH MAY BE SUBJECT TO THE PAYMENT OF A FEE; FOR THE AVOIDANCE OF DOUBT, THE PROVISIONS OF THIS RIDER DO NOT GRANT TENANT AND/OR AUTHORIZED USERS THE RIGHT TO USE THE FACILITIES AND ONLY A FURTHER WRITTEN INSTRUMENT BETWEEN LANDLORD AND/OR ITS DESIGNEES AND/OR TENANT AND/OR AUTHORIZED USERS SHALL GRANT SUCH PRIVILEGE, WHICH PRIVILEGE MAY BE GRANTED OR DENIED IN THE SOLE AND ABSOLUTE DISCRETION OF LANDLORD.** The undersigned acknowledge that whether or not Tenant and/or Authorized Users enter into such agreement, the provisions of this Rider shall apply, including, without limitation, in the event of the unauthorized use of the Facilities by Tenant and/or Authorized Users.
2. The undersigned Authorized Users further acknowledge that any use of the sauna and any other fitness amenities, equipment or services provided in connection with the Facilities is at such Authorized User's sole/own risk and that none of Landlord, Landlord's managing agent or their affiliates nor their respective direct and/or indirect successors and/or assigns, officers, members, principals, employees, agents and/or lenders (collectively, "Landlord Parties") shall be responsible nor liable for any acts, omissions, events or occurrences relating to Tenant's and/or Authorized Users' use of the Facilities, including, without limitation: (i) loss, or damage to personal property of Tenant and/or Authorized Users, including but not limited to, money or jewelry; and (ii) any loss or damage suffered by Tenant and/or Authorized Users as a result of personal injuries or death sustained by Tenant and/or Authorized Users in, on, about or in connection with the use of the Facilities. In furtherance of the foregoing, Tenants and their Authorized Users, jointly and severally, agree to indemnify Landlord Parties and hold Landlord Parties harmless from any and all liabilities, suits claims, demands, actions or damages (including reasonable attorneys' fees and disbursement) in connection with the use by Tenant and/or Authorized Users of the Facilities. The undersigned have been informed of, understand and are aware that any exercise program, whether or not requiring the use of the Facilities, including without limitation, exercise equipment and/or the sauna facilities, is a potentially hazardous activity. The undersigned have also been informed of, understand and are aware that any exercise and/or fitness activities and/or the use of sauna facilities involve a risk of injury, as well as abnormal changes in blood pressure, fainting, and a risk of heart attack, stroke, other serious disability or death, and that the undersigned are voluntarily participating in these activities and using the Facilities with full knowledge, understanding and appreciation of the dangers involved. The undersigned, with full knowledge and understanding, hereby agree to expressly assume and accept any and all risks of injury, regardless of severity, or death. In furtherance of the foregoing, the undersigned Tenant and/or Authorized Users do here now and forever release and discharge Landlord Parties, from any and all claims, demands, damages, rights of action or causes of action, present or future, arising out of or in connection with use of the Facilities by Tenant and/or Authorized Users or any injuries resulting therefrom.
3. Landlord recommends that Tenant and any other Authorized User consult with a medical doctor prior to beginning any fitness program or use of the Facilities. Tenant represents that he/she and any other Authorized User is in good health and condition and is free from illness or communicable disease that may make Tenant's use of the Facilities injurious to Tenant or other users of the Facilities. If Tenant or any other Authorized User should develop any such condition, illness or disease during the term, Tenant and/or such Authorized User agrees to discontinue his/her use until he/she has received an appropriate medical release for Tenant's doctor authorizing Tenant to continue using the Facilities.
4. Landlord may revoke Tenant's and/or such Authorized User's use of the Facilities for breach (i) of any of the provisions of the Lease or this rider or (ii) for Tenant's and/or Authorized Users' generally undesirable behavior, which shall be determined by Landlord in its sole and absolute discretion. The unauthorized use of the Facilities or any violation of the terms and conditions of this rider, the Amenity Agreement, or the applicable rule and regulations promulgated by Landlord shall be a default of Tenant under the Lease.
5. The covenants, agreements, terms, provisions and conditions contained in this Rider shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Rider to be executed as of the day and year first above written.

Approved and Accepted by Tenant/Authorized Users:



Gaurav Sekhon (Resident)

3/22/2021  
12:31 PM EDT

Date

Initials: 

## IDA RIDER TO SUBLEASE AGREEMENT

1. Definitions. Capitalized terms used but not otherwise defined in this Rider (this "Rider") to the Lease Agreement (the "Sublease Agreement") between **Gaurav Sekhon** (the "Tenant") and **Mineola Metro LLC** (the "Landlord") shall have the meanings assigned to such terms in the Agency Lease Agreement dated as of **September 1, 2011** (as amended, modified, supplemented or restated from time to time, the "Lease Agreement") between the Nassau County Industrial Development Agency (the "Agency") and the Landlord.
2. Representations and Warranties. The Tenant makes the following representations, warranties, covenants and agreements to and with the Agency:
  - (a) the Tenant intends to use, and agrees that the Tenant shall at all times during the term of the Sublease Agreement use, the Apartment only as the Tenant's primary residence; and
  - (b) the Tenant is not, and agrees that the Tenant shall at no time during the term of the Sublease Agreement be, an agent of the Agency or the Landlord for purposes of the sales tax exemption afforded to the Landlord pursuant to the Lease Agreement.
3. Subordination to IDA Documents. Any provision of the Sublease Agreement to the contrary notwithstanding, the Landlord and the Tenant agree that the Sublease Agreement, and all of the Tenant's rights thereunder, are and shall always be subject and subordinate to the PILOT Agreement, the Company Lease and the Lease Agreement, and to all renewals, replacements, consolidations, amendments and extensions of any of the foregoing, as well as any other agreement with the Agency. The foregoing subordination shall be self-operative and no further instrument, document or action shall be necessary to effect such subordination.
4. Certain IDA Requirements. (a) The Tenant shall not seek to recover from the Agency any moneys paid to the Agency pursuant to the Sublease Agreement, whether by reason of set-off, counterclaim, deduction or for any reason whatsoever. The Tenant covenants and agrees (i) simultaneously to give to the Agency copies of all default notices or other material communications given by the Tenant under the Sublease Agreement; and (ii) that the Agency shall not be obligated by reason of the assignment of the Sublease Agreement by the Landlord to the Agency or otherwise to perform or be responsible for the performance of any duties or obligations of the Landlord hereunder, unless the Agency shall succeed to the interests of the Landlord, as lessor, under the Sublease Agreement, pursuant to its rights and remedies under the Lease Agreement, subject to all of the terms and conditions of the Lease Agreement.
 

(b) The Sublease Agreement shall completely and fully supersede any and all other prior understandings or agreements, both written and oral, between the Landlord and the Tenant relating to the Apartment.
5. No Warranty of Condition or Suitability by the Agency: Acceptance "As Is". THE AGENCY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, TITLE, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS OF THE APARTMENT OR ANY PART THEREOF OR AS TO THE SUITABILITY OF THE APARTMENT OR ANY PART THEREOF FOR THE TENANT'S PURPOSES. THE TENANT SHALL ACCEPT ITS SUBLEASEHOLD INTEREST IN THE APARTMENT "AS IS", WITHOUT RECOURSE OF ANY NATURE AGAINST THE AGENCY FOR ANY CONDITION NOW OR HEREAFTER EXISTING. NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY IS MADE. IN THE EVENT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE, WHETHER PATENT OR LATENT, THE AGENCY SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO.
6. Default Under Sublease Agreement. Upon any default by Landlord under the Lease Agreement, the Agency may collect rent from the Tenant during the continuance of any such default. The Tenant acknowledges and agrees to accept and comply with any such demand by the Agency to pay rentals under the Sublease Agreement to the Agency. The Agency may apply the net amount received from the Tenant to the amounts due under the Lease Agreement, and no such collection shall be deemed a waiver of the covenant in the Lease Agreement or the Sublease Agreement against assignment, transfer or sublease of or under the Lease Agreement or the Sublease Agreement.
7. Lease Agreement for Benefit of the Agency. The Landlord and the Tenant acknowledge and agree that the Sublease Agreement is entered into for the benefit of the Agency, and the payments, obligations, covenants and agreements of the parties hereto may be enforced by the Agency, in the sole and absolute discretion of the Agency, as if it were a party to the Sublease Agreement.
8. Limitation on Liability of the Agency. The liability of the Agency to the Landlord and/or the Tenant under this Rider and the Sublease Agreement shall be enforceable only out of, and limited to, the Agency's interest in and to the Sublease Agreement. There shall be no other recourse against the Agency, its members, directors, officers, agents (other than the Landlord), servants and employees and persons under the Agency's control or supervision, past, present or future, or against any of the property now or hereafter owned by it or any of them.
9. Amendment of Rider. The provisions of this Rider may be amended only with the concurring written consent of the Agency.
10. Severability. If any clause, provision or paragraph of this Rider shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or paragraph shall not affect any of the remaining provisions hereof.
11. Governing Law. This Rider shall be governed by and construed in accordance with the laws of the State of New York, as in effect from time to time, without regard to its principles of conflicts of law.
12. Agency Right of Access. Any provision of the Sublease Agreement to the contrary notwithstanding, the Tenant will permit the Agency, and/or its duly authorized agents or representatives, at all reasonable times and on reasonable notice (except in emergencies), to enter the Apartment for the purposes set forth in, and subject to the terms and conditions of, the Lease Agreement.

**13. Recording of Lease Agreement.** Neither the Sublease Agreement nor a memorandum thereof shall be recorded in the office of the County Clerk of the County, or in any other governmental or quasi-governmental office, by the Landlord or the Tenant or any person acting on behalf thereof.

**Mineola Metro LLC**

\_\_\_\_\_  
(Landlord)

\_\_\_\_\_  
Date

## IDA RIDER # 2 TO LEASE FOR IDA AFFORDABLE HOUSING UNITS

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED MARCH 21, 2021 BETWEEN MINEOLA METRO LLC (LANDLORD) AND GAURAV SEKHON (TENANT) FOR APARTMENT E420 IN THE PREMISES LOCATED AT 199 SECOND ST. MINEOLA, NY 11501 IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE (INCLUDING ALL OTHER RIDERS) TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING.

### 1. Definitions:

- (a) **IDA Affordable Housing Program:** The program established by the Nassau County Industrial Development Agency (IDA).
- (b) **IDA AHU Unit:** Apartments in the building under the IDA Affordable Housing Program.
- (c) **Apartment:** The IDA AHU Unit in the Building leased to the Eligible Person as the Eligible Person's principal place of residence.
- (d) **Area Median Income ("AMI"):** The area gross median income, as defined from time to time by the United States Department of Housing and Urban Development ("HUD"), applicable to Nassau-Suffolk Counties, adjusted for family size.
- (e) **Building:** The apartment building located at 199 Second St, Mineola, NY.
- (f) **Eligible Person:** The person or persons listed on the application who satisfy the Eligibility Criteria.
- (g) **Eligibility Criteria:** The eligibility criteria as determined by Landlord and otherwise satisfying the Initial Qualifying Household Income requirement.
- (h) **Initial Qualifying Household Income:** The gross income of all persons residing in the household of the Eligible Person as listed in their application. Initial Qualifying Household Income must be between 50% and 150% of the then-current AMI.
- (i) **Landlord:** Mineola Metro LLC
- (j) **Lease:** The Standard Lease signed by the parties hereto dated as of the date hereof, together with all riders and appendices attached thereto, including this rider.
- (k) **Standard Lease:** The Standard Form of Apartment Lease to which this rider is appended.
- (l) **Standard Rider:** The "Annexed Rider to Lease Agreement" appended to the Standard Lease.
- (m) **Tenant:** The Eligible Person.

2. **Permitted Occupancy of the Unit.** Notwithstanding paragraph 1 of the Standard Lease, the following persons, and only the following persons, are entitled to occupy your Apartment during the term of this Lease: the Eligible Person. In no event shall more persons be allowed to inhabit or occupy the Apartment than allowed by Fire or Housing codes and regulations. You agree to notify Landlord immediately in the event there is a change in the number or identity of persons occupying the Apartment.

3. **Loss of Eligibility.** You must immediately notify the Landlord, in writing, of any change in your Eligibility Criteria during your Lease term. If, during the term of this Lease, you cease to satisfy the Eligibility Criteria for an IDA AHU Unit, you may continue to occupy your Apartment until the end of the then-current Lease. However, you will not be offered a renewal lease.

4. **Recertification.** Approximately four months prior to the end of the term of your current Lease, you will be re-certified to determine your continuing eligibility to lease an IDA AHU Apartment. You must cooperate in such re- certification by providing all information and documentation requested by Landlord. Failure or refusal to provide such cooperation is a ground for the termination of this Lease. In the event that you will not be offered a renewal lease because it is determined that you no longer meet the Eligibility Criteria, you will receive written notice from the Landlord.

5. **No Assignment or Subletting.** You do not have the right to assign or sublet your Apartment.

6. **No Discrimination.** The Landlord may not discriminate between you and other tenants in the Building with respect to services, privileges and quality of unit, except that the fixtures and appointments in the interior of your Apartment are not required to be identical or of the same quality as those in apartments which are not IDA AHU Units.

7. **Non-Renewal of Lease.** You expressly agree and understand that you do not have the right to renew this Lease. The Landlord, in its sole discretion, may choose or not choose to offer a renewal lease.

8. **False Statements.** Your Lease may be terminated and you may be evicted from your Apartment if you have made false material statements (whether intentionally or unintentionally) with respect to matters pertaining to the Eligibility Criteria. In the event that the Landlord has a reasonable basis to believe that you have made a false material statement on your application or in connection with the recertification of your eligibility, you must verify that you meet the Eligibility Criteria. At such times, upon request, you must provide the Landlord with such information and documents as may be necessary to verify that you satisfy the Eligibility Criteria, including information and documents from third parties. You hereby authorize the Landlord to verify all information and documents provided to demonstrate that you satisfy the Eligibility Criteria. Your refusal to comply with a request for information and documentation relating to the Eligibility Criteria shall be deemed a material violation of the Lease and shall constitute cause for immediate termination of the Lease.

9. **Subordination.** The Lease of which this rider forms part is expressly subordinate to any mortgages on the Property now or in the future.

### 10. Miscellaneous.

- (a) With respect to paragraph 34 of the Annexed Rider, in the event that a Lender requires Landlord to change the form of this Lease, then Landlord will notify the Eligible Person in writing of the required changes, and this Lease will be automatically amended to incorporate such changes, except that the Eligible Person will have the option to terminate the Lease early if the required changes increase the monthly rent for the IDA AHU Apartment, or materially increase your other obligations, or materially affect your rights under the IDA Affordable Housing Program.

Initials: 



(b) With respect to paragraph 38 of the Standard Rider, all the undersigned parties acknowledge that the Apartment which is the subject of this Lease is subject to the requirements of the IDA Affordable Housing Program, and that they have relied on this in connection with entering into this Lease.

11. **Conflict.** In the event of any conflict between the terms of this Rider and the terms of the Lease, the provisions of this Rider shall supersede, prevail over, and control such other provisions of the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Rider to the Lease Agreement on the 15th day of May, 2021.

Mineola Metro LLC

\_\_\_\_\_  
(Landlord)

\_\_\_\_\_  
Date

  
Initials: CS

**ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED MARCH 21, 2021 BETWEEN MINEOLA METRO LLC (LANDLORD) AND GAURAV SEKHON (TENANT) REGARDING APARTMENT E420 IN THE PREMISES LOCATED AT 199 SECOND ST, MINEOLA, NY 11501. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.**

## MOISTURE AND MOLD RIDER

In consideration of the mutual covenants set forth in the Lease and below, and other good and valuable consideration, Owner and Tenant agree as follows:

1. Mold is found virtually everywhere in our environment - both indoors and outdoors and in both new and old structures. When moisture is present, mold can grow. Therefore, the best way to avoid problems related to mold is to prevent moisture buildup in the apartment. This is particularly important in certain more humid climates and, as a general matter, in any climate during those times of the year when outdoor temperatures and humidity levels are high. Owner cannot guarantee Tenant that the apartment is, or ever will be, a "mold-free environment". There is much a Tenant can and should do within the apartment to reduce the possibility of mold growth, including the following:
  - When doors and windows are closed, keep the air conditioning on "Auto" or "On" at all times. When doors or windows are open, turn the air conditioner "Off". To the extent possible, keep windows and doors closed in damp or rainy weather conditions to avoid moisture entering the apartment. Do not block or cover any heating / ventilation / air-conditioning diffusers, grilles and/or thermostats with furniture, wall hangings, etc.
  - Wipe down and dry countertops, windows, windowsills, and air conditioning grilles when moisture condenses on these surfaces. Do not over-water houseplants and clean up spills immediately. All potted plants must have a secondary container under the primary container to collect water.
  - Use the exhaust fan when bathing/showering and, if applicable, keep the shower curtain inside the tub and/or fully close the shower door. When finished bathing/showering, leave the bathroom door open, and allow the exhaust fan to run, until all moisture on the mirrors, bathroom walls and tile surfaces has evaporated. Hang up towels and bathmats to dry completely. Dry any excess moisture on bath/shower and sink fixtures. Periodically clean and dry the walls around the bathtub and shower using a household cleaner.
  - Dry any condensation that gathers in the laundry closet. Use the dryer to dry most laundry. Use drying racks in well-ventilated areas and, if possible, use a fan to circulate the air. Ensure that the dryer vent is properly connected and clear of any obstructions. Clean the dryer lint filter after every use.
2. Tenant acknowledges and agrees that if Tenant fails to take steps necessary to prevent or reduce moisture from building up in the apartment or fails to maintain the apartment in a clean condition, Tenant will be creating an environment that could result in mold growth. Tenant agrees to notify Owner *immediately* of any sign of a water leak, excessive or persistent moisture or any condensation issues in the apartment or in any storage room or garage leased to Tenant, any stains, discoloration, mold growth or musty odor in any of such areas, any malfunction of the heating or air-conditioning system, or any cracked or broken windows. Tenant acknowledges and agrees that Owner will not be responsible for damages or losses due to mold growth to the extent such conditions have resulted from the acts or omissions of Tenant, or if Tenant has failed to immediately notify Owner of any of the conditions noted in the preceding sentence, and Tenant will reimburse Owner for any damage to the apartment resulting from Tenant's acts or omissions or failure to notify Owner of such conditions. Tenant agrees to cooperate fully with Owner in Owner's efforts to investigate and correct any conditions that could result in, or have resulted in, mold growth, including, without limitation, upon Owner's request, vacating the apartment for such time as necessary to allow for any investigation and corrective action deemed necessary by Owner.
3. In the event of a conflict between the terms of the Lease and this Addendum, the terms of this Addendum shall control.

Approved and Accepted:



3/22/2021  
12:33 PM EDT

Gaurav Sekhon (Tenant)

Date

## NON-SMOKING RIDER

IN THE EVENT THAT THERE ARE ANY PROVISIONS CONTAINED IN THIS RIDER WHICH ARE INCONSISTENT WITH THE PROVISIONS CONTAINED IN THE BODY OF THE LEASE BETWEEN THE PARTIES, IT SHALL BE DEEMED TO BE THE INTENT OF THE PARTIES HERETO THAT THE PROVISIONS CONTAINED IN THIS RIDER SUPERSEDE ANY INCONSISTENT PROVISIONS THEREIN SUCH THAT SAID LEASE IS DEEMED MODIFIED HEREBY.

IT IS HEREBY AGREED by and between **Mineola Metro LLC** ("Owner"), owner of the premises known as and located at **199 2nd Street, Mineola, NY 11501** and **Gaurav Sekhon** (hereinafter "Tenant"), tenant of Apartment **#E420** in the subject premises (hereinafter "subject apartment") as follows. This additional rider (this "Rider" or this "Agreement") is attached to and forming a part of Lease dated **May 15, 2021**. The term "Tenant" for purposes of this Rider shall include occupants and guests of the Tenant.

1. Owner has advised Tenant that it is Owner's preference that the building be a "non-smoking building". The term "smoking" means inhaling, exhaling, breathing, burning, carrying or possessing any (i) lighted cigar, pipe, cigarette, other tobacco product, (ii) other similar lighted product in any manner or in any form or (iii) so called "e-cigarettes" or "vaping" products, be it smokeless or otherwise. Due to the increased risk of fire and the known adverse health effects of secondhand smoke, smoking is prohibited in any area of the property, both private and common, whether enclosed, indoors or outdoors. This policy applies to all tenants, occupants, guests, employees and servicepersons. Accordingly, Tenant shall not smoke in or about the Building or in its apartment and comply with the remainder of this Rider. Tenant shall likewise cause its occupants, guests, employees and servicepersons to comply with the terms hereof. Further, Tenant shall promptly give Owner a written statement of any incident where tobacco smoke is migrating into the Tenant's unit from sources outside of the Tenant's apartment unit.
2. Tenant acknowledges that this information was made available to him/her/them before renting the subject apartment in the building and that Tenant made the decision to rent subject apartment in this building fully aware of this restriction.
3. Tenant acknowledges that Owner's adoption of a non-smoking living environment, and the efforts to designate the entire building as non-smoking, does not in any way change the standard of care that the Owner has under applicable law to render the property any safer, more habitable or improved in terms of air quality standards than any other rental premises. Owner specifically disclaims any implied or express warranties that the property will have any higher or improved air quality standards than any other rental property. Owner cannot and does not warranty or promise that the property will be free from secondhand smoke. Tenant acknowledges that Owner's ability to police, monitor or enforce this Rider is dependent in a significant part on the voluntary compliance by tenants and their guests. Tenants with respiratory ailments, allergies or other condition relating to smoke are put on notice that Owner does not assume any higher duty of care to enforce this Rider than any other Owner obligation under the Lease.
4. As a material inducement for Owner entering into a Lease with Tenant, Tenant represents, and Owner relies upon such representation, that neither Tenant nor any persons that do or will enter into or occupy the apartment with Tenant or by Tenant's permission are currently smokers (or choose or agree not to smoke in the building) and will not smoke anywhere in the building including inside any apartment, inside any bathroom, on private terraces (including if subject apartment has a private terrace), all common areas, all amenity spaces/areas, fire stairs and corridors, any roof decks, terraces and gardens, in any retail space/area, in the garage, etc. and in a perimeter of 30 feet around the entire building envelope and that Tenant shall so inform all such persons that do or will enter into or occupy the apartment with Tenant or by Tenant's permission and shall be responsible for the conduct thereof.
5. If Tenant or any of such persons that do or will enter into or occupy the apartment with Tenant or by Tenant's permission were to smoke (either regularly or in one instance) in any area of the building including in subject apartment, Tenant agrees and understands that such action would be a violation of this Lease Rider, such that Owner may elect to take action against Tenant, up to and including legal steps leading to Tenant's eviction from the subject apartment and the building. Tenant further understands that he/she/they will be responsible for all costs incurred by Owner to remove any smoke odors or residue from the subject apartment and other affected areas of the building upon violation of this Rider.
6. Notwithstanding anything to the contrary contained herein, Tenant understands and acknowledges that Owner does not guaranty a "smoke-free" environment in the building or in Tenant's apartment. No Tenant will look to or hold the Owner liable if the policy is violated by another Tenant. Tenant acknowledges that Tenant's obligations under this Lease are not contingent upon Owner maintaining the building as a non-smoking building, nor shall Owner's failure or inability to maintain the building as a non-smoking building serve as a basis for Tenant to withhold or receive an abatement of any rent or additional rent or for Tenant to have a right to terminate the Lease on the subject apartment.
7. Tenant understands that the Owner may or may not choose to take action against a specific tenant, group of tenants, specific occupant or group of occupants in response to smoking.
8. Tenant expressly acknowledges that Owner (whether acting as Owner hereunder or in any other capacity) has not made and will not make, nor shall Owner be deemed to have made, any warranty or representation, express or implied with respect to its intention or ability to maintain a non-smoking building.
9. The parties shall be deemed to have jointly drawn this Agreement in order to avoid any negative inference against the preparer of the document.
10. The covenants, agreements, terms, provisions and conditions contained in this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
11. If any provision of this Rider is invalid or unenforceable as against any party or under certain circumstances, the remainder of this Rider and the applicability of such provision to other parties or circumstances shall not be affected thereby. Each provision of this Rider, except as otherwise stated herein or therein provided, shall be valid and enforced to the fullest extent permitted by law.
12. Any failure by Owner to insist upon strict performance by Tenant with any of the provisions of this Rider, irrespective of the number of violations or breaches which may have occurred, the Owner, notwithstanding any such failure, shall have the right thereafter to insist upon strict performance by Tenant of any and all of the provisions of this Rider to be performed by Tenant.
13. This Rider may be executed in separate parts and facsimile signature shall be accepted as binding as if an original.
14. Tenant on behalf of itself and all of its occupants and/or guests ("Tenant Parties") hereby releases and discharges Owner

Initials: 

and its direct and indirect members, principals, officers, partners, employees, and agents from any and all liabilities, suits, claims, demands, actions or damages (including attorney's fees and disbursement) incurred by Tenant Parties arising out of the failure of Tenant Parties or other tenants of the building to comply with the requirements hereunder or under their leases, as applicable, including without limitation, all claims for property damage, personal injuries, health matters and/or wrongful death. Tenant Parties agree to indemnify Owner and its direct and indirect members, principals, officers, partners, employees, and agents and hold harmless Owner and its direct and indirect members, principals, officers, partners, employees, and agents from any and all liabilities, suits, claims, demands, actions or damages (including attorney's fees and disbursement) incurred by Tenant Parties arising out of the failure of Tenant Parties to comply with the requirements hereunder or under their leases, as applicable, including without limitation, all claims for property damage, personal injuries, health and/or wrongful death.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

  
 \_\_\_\_\_  
 Gaurav Sekhon (Resident)

3/22/2021  
 12:34 PM EDT

  
 \_\_\_\_\_  
 Date

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED MARCH 21, 2021 BETWEEN MINEOLA METRO LLC (LANDLORD) AND GAURAV SEKHON (TENANT) REGARDING APARTMENT E420 IN THE PREMISES LOCATED AT 199 SECOND ST. MINEOLA, NY 11501. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

OCCUPANCY RIDER

The only people who may reside in the Apartment are:

- 1. named Tenants on the lease ("Tenants");
- 2. any other person who is authorized by all named Tenants to reside in the Apartment is entitled to be so authorized under Section 235-f of the New York Real Property Law ("Occupants"). Occupants shall not have the right to reside in the Apartment if the Tenants die or if the Tenant vacates or abandons the Apartment except as otherwise specifically prescribed by a non-waivable provision of the New York Real Property Law.

Tenant(s) warrant and represent that no one apart from the following individuals occupy the Apartment and have done so from the inception of the lease.

Name of Occupants	Relationship to Tenant
Gaurav Sekhon	

The inclusion of the above named additional residents in this document shall at no time represent an Owner/Tenant relationship between said resident and Owner. Tenant must notify owner of any change in additional occupancy, which may be allowable under Section 235-f of the New York Real Property Law.

ACKNOWLEDGED, UNDERSTOOD AND AGREED:

Mineola Metro LLC



3/22/2021  
12:34 PM EDT

Gaurav Sekhon (Tenant)

Date

(Landlord)

Date

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED MARCH 21, 2021 BETWEEN MINEOLA METRO LLC (LANDLORD) AND GAURAV SEKHON (TENANT) REGARDING APARTMENT E420 IN THE PREMISES LOCATED AT 199 SECOND ST. MINEOLA, NY 11501. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

## Occupancy Rider

### No Airbnb or Similar Short-Term Rentals

**199 2ND STREET, MINEOLA, NY 11501**

- A. Tenant shall use the Apartment for living purposes only and in full compliance with all applicable laws, codes and regulations. No home office or commercial use is permitted, except in compliance with law. Tenant covenants, warrants and agrees that the Apartment shall not be occupied transiently or as a temporary abode, including, without limitation, occupancy for less than 30 days. By way of example only and without limitation, Tenant covenants, warrants and agrees that the Apartment shall not be occupied as a hotel, motel, dormitory, "bed and breakfast," rooming house, boarding house or as quarters occupied by transient boarders, roomers, or lodgers, or any other similar short-term occupancy. Moreover, neither Tenant nor anyone on Tenant's behalf may advertise for any such transient use of the Apartment on airbnb.com, homeaway.com, sublet.com, vrbo.com, couchsurfing.com, roomorama.com, onefinestay.com, bedandfed.com, craigslist.org or in any other website, newspaper, periodical or other medium. Owner reserves the right, in its sole and absolute discretion, to require that Tenant remain present at all times to authorize access to the Premises and/or for any overnight guests. Tenant acknowledges that a default under this Article is a material breach of a substantial obligation of this Lease which authorizes Owner to cancel this Lease in accordance with the terms hereof, and that no violation of this section shall be deemed *de minimis*, and the mere act of listing or advertising the Apartment shall give the landlord the right to terminate this Lease.
- B. The Apartment may only be occupied by (i) Tenant and his or her immediate family, and (ii) any person otherwise permitted to occupy the Apartment pursuant to New York Real Property Law §235-f (the person[s] set forth in [ii] being referred to hereinafter as "Registered Occupant" or "Registered Occupants"). Tenant warrants and represents that no persons other than the following Registered Occupants shall occupy the Apartment:

#### Gaurav Sekhon

- C. It shall be a substantial obligation of the tenancy and this Lease (in addition to any other independent obligations under law) that Tenant must notify Owner of any proposed change in additional occupancy, and Owner must consent thereto prior to the commencement of any such additional occupancy. Upon Owner's request, Tenant must provide such reasonable additional information as Owner may request of Tenant regarding each proposed Registered Occupant, including, without limitation, such type of information as Owner requested of Tenant when Tenant initially applied for permission to rent the Apartment. Without limiting Owner's right to deny consent for any other reason, Tenant's failure to provide the information requested by Owner shall result in the denial of Tenant's request for additional occupancy. If the Apartment is occupied by any other person without Owner's prior written consent, Owner may terminate this Lease. The inclusion of any Registered Occupant(s) above shall not create a landlord-tenant relationship between said Registered Occupant(s) and Owner, nor give said Registered Occupant(s) any rights hereunder. Additionally, other than as permitted by law, Tenant agrees that, absent Owner's express written consent, no family member, Registered Occupant, dependent child or any other person other than Tenant shall acquire any right to occupy the Apartment or any other independent tenancy or occupancy rights to the Apartment. The tender or acceptance of Rent by or on behalf of any person other than Tenant shall not constitute such express written consent by Owner.
- D. No Registered Occupant may occupy the Apartment unless at least one person named in this Lease as a Tenant is in occupancy of the Apartment as his or her primary residence. Furthermore, no Registered Occupant may reside in the Apartment if Tenant dies or if Tenant vacates or abandons the Apartment, except as otherwise specifically prescribed under the Rent Stabilization Law and Code (and only in the event that the Rent Stabilization Law and Code is applicable to this Lease).
- E. Tenant shall be fully responsible for the conduct and behavior of all Registered Occupants and invitees, and shall ensure that all Registered Occupants and invitees conduct themselves in a manner consistent with a first class residential apartment building. Any Registered Occupant(s) shall be subject to eviction for conduct which violates this Lease.
- F. If Tenant has a guest, invitee or relative that will be staying with Tenant for more than five (5) days, Tenant must notify Owner, in writing, of that person's name and relationship to Tenant and the date that person will be arriving and the date that person will be leaving.
- G. It is agreed that in the event Tenant shall, in its application for an apartment (which application is incorporated by referenced herein and made a part hereof), make any misrepresentation or untruthful statement, Owner may treat same as a violation of the terms of this Lease, and the remedies provided in this Lease in the event of violation of the terms thereof shall be applicable. In addition thereto, Owner may seek rescission of this Lease by reason of such misrepresentation. In the event Owner shall discover or ascertain such misrepresentation or untruthful statement before the commencement of the term of this Lease, Owner shall have the right to terminate this Lease and refuse occupancy to Tenant without any liability whatsoever.

Mineola Metro LLC



3/22/2021  
12:34 PM EDT

Gaurav Sekhon (Tenant)

Date

(Landlord)

Date

Initials: 

**ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED MARCH 21, 2021 BETWEEN MINEOLA METRO LLC (LANDLORD) AND GAURAV SEKHON (TENANT) REGARDING APARTMENT E420 IN THE PREMISES LOCATED AT 199 SECOND ST, MINEOLA, NY 11501. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.**

## PARKING ADDENDUM TO LEASE AGREEMENT

Included in your base rent is the right to use 1 parking space(s) located in Landlord's parking lot during the term of the Lease, (the "**Included Parking Space**").

In addition, Tenant shall have the right to occupy 0 additional parking space(s) (the "**Additional Parking Space**"; and, together with the Included Parking Space, collectively, as applicable, the "**Tenant Parking Spaces**") located in Landlord's parking lot for the sum of \$0.00 per month ("**Parking Rent**"). Parking Rent is additional rent under the lease and shall be paid together with monthly rent payments.

The Tenant Parking Spaces shall be designated by the landlord and may be moved or re-assigned by the landlord at any given time. When your Lease expires, your rights to utilize the Tenant Parking Spaces end simultaneously. Tenant agrees that the Tenant Parking Spaces are exclusively for the personal use of Tenant and Tenant's Guests. Tenant shall not rent, license or sublease such Tenant Parking Spaces to others.

Landlord and its direct and indirect members, principals, officers, partners, employees, and agents shall not be liable for (i) loss, or damage to personal property of Tenant or Tenant's Guests, including but not limited to, your vehicle (or vehicles of Tenant Guests), money or jewelry or any other personally in connection with the use of the Tenant Parking Spaces or (ii) any loss or damage suffered by Tenant or Tenant's Guests as a result of personal injuries sustained by Tenant or Tenant's Guests in, on, or about the parking lot or as a result of the use of the Tenant Parking Spaces. Tenant and Tenant's Guests hereby release and discharge Landlord and its direct and indirect members, principals, officers, partners, employees, and agents from any and all liabilities, suits, claims, demands, actions or damages (including attorney's fees and disbursement) incurred by Tenant or Tenant's Guests arising out of the use or intended use of the parking lot, including without limitation, all claims for property damage, personal injuries or wrongful death. Tenant is aware that the use of the Tenant Parking Spaces and the parking lot involves certain risks of loss and/or injury and Tenant expressly assumes the risk and responsibilities for any and all loss, accidents or injuries of any kind which Tenant may sustain by reason of Tenant's use of the parking lot. Tenant agrees to indemnify Landlord and its direct and indirect members, principals, officers, partners, employees, and agents and hold harmless Landlord and its direct and indirect members, principals, officers, partners, employees, and agents from any and all liabilities, suits, claims, demands, actions or damages (including attorney's fees and disbursement) incurred by Tenant or Tenant's Guests in connection with their use of the parking lot or the Tenant Parking Spaces.

I/We understand that Landlord has acted in specific reliance upon the covenants made herein and that absent said covenants, and my/our warranty that we will honor and abide by said covenants, the Landlord would neither have offered nor executed a Lease for the renting of the Apartment with me/us. It is further understood that if I/We violate the covenants contained herein, an immediate action will be commenced to terminate the lease agreement and recover possession.

The covenants, agreements, terms, provisions and conditions contained in this Rider shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The covenants, agreements, terms, provisions and conditions contained in this Rider (other than the Parking Rent) shall apply equally to the Included Parking Space and the Additional Parking Space.

IN WITNESS WHEREOF, the parties hereto have caused this Rider to be executed as of the day and year set forth below.

**Mineola Metro LLC**



3/22/2021  
12:35 PM EDT

Gaurav Sekhon (Tenant)

Date

(Landlord)

Date

Initials: 



ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED MARCH 21, 2021 BETWEEN MINEOLA METRO LLC (LANDLORD) AND GAURAV SEKHON (TENANT) REGARDING APARTMENT E420 IN THE PREMISES LOCATED AT 199 SECOND ST. MINEOLA, NY 11501. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

## SWIMMING POOL RIDER

Tenant agrees and understands that, to the extent, if any, that Tenant elects to make use of the swimming pool area ("Swimming Pool"), Tenant does so at Tenant's own risk and that Owner is neither responsible nor liable for any acts, omissions, events or occurrences relating to Tenant's use of said swimming pool.

The covenants, agreements, terms, provisions and conditions contained in this Rider shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

The Landlord may revoke Tenant's use of the Swimming Pool for substantial breach (i) of any of the provisions of this agreement: or (ii) for Tenant's generally undesirable behavior, which shall be determined by Management in its sole discretion.

Tenant represents that he/she is in good health and condition and is free from illness or communicable disease that may make Tenant's use of the Swimming Pool's facilities injurious to Tenant or other users of the Swimming Pool. If Tenant should develop any such condition, illness of disease during the term, Tenant agrees to discontinue his/her use until he/she has received an appropriate medical release for Tenant's doctor authorizing Tenant to continue using the facility. Tenant further agrees to hold Landlord, its owners, its agents, directors, officers, employees and any independent third party Swimming Pool operator harmless from all liability or damages which Tenant may incur if Tenant or any third party should sustain injury, illness, disease or damage while using the facilities which is caused by Tenant's conditions, illness or disease. Tenant acknowledges that if he/she has any chronic physical disability or medical condition, Tenant may be at risk in using the Swimming Pool.

Landlord and its officers, partners, employees, and agents shall not be liable for (i) loss, or damage to personal property of Tenant or Tenant's Guests, including but not limited to, money or jewelry; and (ii) any loss or damage suffered by Tenant or Tenant's Guests as a result of personal injuries sustained by Tenant or Tenant's Guests in, on, or about Swimming Pool. Tenant and Tenant's Guests hereby releases and discharges Landlord from any and all liabilities, suits claims, demands, actions or damages (including reasonable attorneys fees and disbursement) incurred by Tenant or Tenant's Guests arising out of the use or intended use of the Swimming Pool, including without limitation, all claims for property damage, personal injuries or wrongful death.

Tenant is aware that the use of the Swimming Pool involves certain risks of injury and Tenant expressly assumes the risk and responsibilities for any and all accidents or injuries of any kind which Tenant may sustain by reason of Tenant's physical exercise and use of the Swimming Pool.

The parties hereto have caused this Rider to be executed as of the day and year recited below as the date signed by Landlord.

Approved and Accepted:

Mineola Metro LLC



3/22/2021  
12:35 PM EDT

Gaurav Sekhon (Tenant)

Date

(Landlord)

Date

Initials: 

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED MARCH 21, 2021 BETWEEN MINEOLA METRO LLC (LANDLORD) AND GAURAV SEKHON (TENANT) REGARDING APARTMENT E420 IN THE PREMISES LOCATED AT 199 SECOND ST. MINEOLA, NY 11501. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

## SMOKE/CARBON MONOXIDE DETECTOR

### TENANT CERTIFICATION FORM

Address: 199 Second St. Mineola, NY 11501

Apt: E420

I/We, Gaurav Sekhon as above referenced Tenant certify that I/We have inspected the apartment and that 2 smoke/carbon monoxide detector(s) was/were presented and in operable condition. I/We understand that it is my responsibility as tenant to maintain the smoke/carbon monoxide detector(s).

Tenant deposited \$0.00 an additional security for the unit and will be refunded at the termination of Lease Agreement upon inspection of unit working in good order.

Approved and Accepted:



3/22/2021  
12:35 PM EDT

Gaurav Sekhon (Resident)

Date

  
Initials: GS

## THE REAL ESTATE BOARD OF NEW YORK, INC. SPRINKLER DISCLOSURE LEASE RIDER

Pursuant to the New York State Real Property Law, Article 7, Section 231-a, effective December 3, 2014 all residential leases must contain a conspicuous notice as to the existence or non-existence of a Sprinkler System in the Leased Premises.

Name of tenant(s): Gaurav Sekhon  
Lease Premises Address: 199 Second St. Mineola, NY 11501  
Apartment Number: E420 (the "Leased Premises")  
Date of Lease: May 15, 2021

### CHECK ONE:

1. ☐ There is **NO** Maintained and Operative Sprinkler System in the Leased Premises.
2. ☒ There is a Maintained and Operative Sprinkler System in the Leased Premises.
- A. The last date on which the Sprinkler System was maintained was on 10/27/2021 and inspected on 10/27/2020.

A "Sprinkler System" is a system of piping and appurtenances designed and installed in accordance with generally accepted standards so that heat from a fire will automatically cause water to be discharged over the fire area to extinguish it or prevent its further spread (Executive Law of New York, Article 6-C, Section 155-a(5)).

### Acknowledgment & Signatures:

I, the Tenant, have read the disclosure set forth above. I understand that this notice, as to the existence or non-existence of a Sprinkler System is being provided to me to help me make an informed decision about the Leased Premises in accordance with New York State Real Property Law Article 7, Section 231-a.



Gaurav Sekhon (Tenant)

3/22/2021  
12:35 PM EDT

Date

Mineola Metro LLC

(Landlord)

Date

**ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED MARCH 21, 2021 BETWEEN MINEOLA METRO LLC (LANDLORD) AND GAURAV SEKHON (TENANT) REGARDING APARTMENT E420 IN THE PREMISES LOCATED AT 199 SECOND ST. MINEOLA, NY 11501. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.**

### **WASHER/DRYER RIDER**

#### **(Equipment Included at Start of Lease)**

Tenant(s) has been advised that the Apartment being leased contains a washer & dryer unit ("W/D"). Tenant(s) understands and agree that use of the W/D is governed by this Lease rider. The fee for the use of the W/D is included in the base rent.

Tenant(s) will only use the W/D in accordance with the manufacturer's instruction manual which has been provided with the W/D. Tenant(s) agrees to familiarize any apartment occupants or other possible W/D users (housekeeper, nanny, etc.) with the proper operating procedures.

Tenant(s) understand that the W/D needs to be serviced periodically to maintain proper working condition. The Owner may contract with an independent third party to have servicing done for W/D located within the Apartment. *TENANT SHALL BE RESPONSIBLE FOR CONTACTING OWNER TO ARRANGE FOR SUCH PERIODIC SERVICING. IN THE EVENT THE W/D IS MALFUNCTIONING, TENANT SHALL BE RESPONSIBLE FOR CONTACTING OWNER TO ARRANGE FOR SUCH SERVICING.* For instance, Tenant(s) should watch out for water leaks or dripping, excessive lint buildup, unusual odors, unusual noise during operation, and water or venting connection issues.

The Owner will bear any cost(s) associated with regular maintenance of the W/D as long as the Tenant(s) uses the W/D according to manufacturer's instructions. If use is beyond normal wear and tear, or Tenant has failed to arrange for periodic servicing, the Owner *MAY HOLD TENANT LIABLE AND RESPONSIBLE FOR* any maintenance and/or repair costs to the Tenant(s) associated with this extraordinary use. Maintenance and/or repair and/replacement costs (both parts and labor) shall constitute additional rent under the Tenant's Lease. Tenant(s) understands that they must allow access to the Apartment and W/D in order for any regular maintenance to be performed.

Tenant(s) agree that Tenant(s) shall operate the W/D at their own risk.

Tenant(s) agree not to attempt any kind of repair, modification or enhancement to the W/D or surrounding area(s). Any work done on the W/D must be contracted by and supervised by the Owner or their representative (Managing Agent, etc.).

Tenant(s) will be *HELD LIABLE AND* responsible for any damage to the Apartment, apartment(s) adjoining or below the Apartment, as well as the Building if caused by *TENANT'S NEGLIGENT OR* extraordinary use or abuse to the W/D. Tenant(s) agrees to reimburse Owner if Tenant has caused damage.

Because the use of the W/D might be disturbing to adjoining building tenants, the W/D can only be used as follows: \_\_\_\_\_. No exceptions will be permitted. *TENANT'S USE OF THE W/D IN OTHER THAN THE PERMITTED HOURS SHALL BE DEEMED A VIOLATION OF A SUBSTANTIAL OBLIGATION OF THE TENANCY.*

The Owner is not responsible for any loss or damage to personal possessions or persons caused by using the W/D provided.

Tenant(s) agree that the W/D is only being supplied exclusively for their own personal use. Tenant(s) will not use W/D for others, including other tenants in the building who may or may not have such W/D.

The W/D supplied with the Apartment is operated by electricity. The cost(s) associated with the operation of the W/D is the Tenant's/Tenants' sole responsibility.

This permission to use the W/D in the Apartment is not assignable to any other unit in the building or individual.

Tenant(s) may not replace the W/D provided.

No modifications to this Rider are permitted unless they are in writing and co-executed and dated by the Owner.

Approved and Accepted:



3/22/2021  
12:36 PM EDT

Gaurav Sekhon (Tenant)

Date

  
Initials: 