

RESIDENTIAL LEASE

This Lease Agreement (this "Lease") is dated April 1st 2016, by and between HUTCHINSON CREEK CAPITAL ("Landlord"), Michelle Del Corral and Oscar Castaneda ("Tenant"). Subject to the terms and conditions stated below the parties agree as follows:

1. PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant (3) three Bedrooms 2nd Floor Apartment with full bath Dining-room and kitchen in unit. (the "Premises") located at 168 Market St. 2nd floor Saugerties, NY 12471. No other portion of the building (hereinafter, the Building), wherein the Premises is located is included unless expressly provided for in this Agreement.

2. TERM. The lease term will begin on April 1st 2016 ("Commencement Date") and will terminate on April 30th 2017, and thereafter shall be month-to-month on the same terms and conditions as stated herein, save any changes made pursuant to law, until terminated.

Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate by Tenant giving Landlord written notice of at least 30 days prior to the desired termination date, or by Landlord giving Tenant written notice as provided by law. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. MANAGEMENT. The Tenant is hereby notified that Daisy Rodriguez is the Property Manager in charge of the Property. Should the tenant have any issues or concerns the Tenant may contact Daisy Rodriguez at Hutchinson Creek Capital, 55 Walnut Street, Ste 205, Norwood, New Jersey 07648, 973-519-4727 or 201-660-7200.

4. RENT; LEASE PAYMENTS. "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of this Agreement, except the Security Deposit

(a) Tenant shall pay to Landlord lease payments of \$ 1,250.00, payable in advance on the first day of each calendar month, and is delinquent on the next day. Lease payments shall be made to Landlord at the address of Landlord noted in the Notices provision of this Lease which may be changed from time to time by Landlord

(b) Rent shall be paid by the following method(s):

Personal Check
Money Order
Cashier's Check

If any payment is returned for non-sufficient funds or because Tenant stops payments, then, after that, (i) Landlord may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by money order or cashier's check.

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5. SECURITY DEPOSIT. At the time of the signing of this Lease, Tenant shall pay to Landlord, in trust, a security deposit of \$1,250.00 to be held and disbursed for Tenant damages to the Premises or other defaults under this Agreement (if any) as provided by law.

6. POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

7. USE OF PREMISES/ABSENCES. Tenant shall occupy and use the Premises as a full-time residential dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

No retail, commercial or professional use of the Premises is allowed unless the Tenant receives prior written consent of the Landlord and such use conforms to applicable zoning laws. In such case, Landlord may require Tenant obtain liability insurance for the benefit of Landlord. Landlord reserves the right to refuse to consent to such use in its sole and absolute discretion.

The failure to abide by the provisions of this section shall constitute a material breach of this Agreement and is a just cause for eviction.

8. OCCUPANTS. No more than 4 person(s) may reside on the Premises as permitted by the city of Saugerties per certificate of occupancy.

This Lease and occupancy of the premises is binding, individually and severally, on each person(s) specifically named and who signs this Lease, regardless of the named person's occupancy of the Premises.

Authorized Tenants/Occupants:

1. Michelle del Corral
D.O.B. 01/10/1982
2. Oscar Castaneda
10/30/1981
3. Marissa Castaneda
03/22/2001
4. Mariah Castaneda
02/26/2005

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Tenant may have guests on the premises for not over 2 consecutive weeks. Tenant must obtain the prior written approval of Landlord if an invitee of Tenant will be present at the Premises for more than two consecutive weeks.

PERSONAL TAXES. Landlord shall pay all personal taxes and any other charges which may be levied against the Premises which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

15. PROPERTY INSURANCE. Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

17. OTHER. Lessor or Agent will give the Lessee **5 days'** notice to supervise the quarterly property inspections. Premise does not include refrigerator, washer and dryer.

18. NON-SUFFICIENT FUNDS. Tenant shall be charged **\$30.00** as reimbursement of the expenses incurred by Landlord for each check that is returned to Landlord for lack of sufficient funds. In addition, a check returned due to insufficient funds will be subject to any and all Late Payments provisions included in this lease. All charges will be immediately due from Tenant and failure to make immediate payment will constitute a default under the terms of this Lease.

Landlord reserves the right to demand future payments by cashier's check, money order or Certified funds on all future payments in the event of a check returned for insufficient funds. Nothing in this paragraph limits other remedies available to the Landlord as a payee of a dishonored check. Landlord and Tenant agree that three returned checks in any twelve month period constitutes frequent return of checks due to insufficient funds and may be considered a just cause for eviction.

19. LATE PAYMENTS. For any payment that is not paid within 5 days after its due date, Tenant shall pay a late fee of **\$25.00**.

20. DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action shall be added to Tenant's financial obligations under this Lease. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

21. EARLY TERMINATION CLAUSE. Tenant may, upon 60 days' written notice to Landlord, terminate this lease provided that the Tenant pays a termination charge equal to 0 months' rent or the maximum allowable by law, whichever is less. Termination will be effective as of the last day of the calendar month following the end of the 60 day notice period. Termination charge will be in addition to all rent due up to the termination day.

22. MILITARY TERMINATION CLAUSE. In the event, the Tenant is, or hereafter Becomes, a member of the United States Armed Forces on extended active duty and hereafter the

Tenant receives permanent change of station orders to depart from the area where the Premises are located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, then in any of these events, the Tenant may terminate this lease upon giving thirty (30) days written notice to the Landlord. The Tenant shall also provide to the Landlord a copy of the official orders or a letter signed by the tenant's commanding officer, reflecting the change, which warrants termination under this clause. The Tenant will pay prorated rent for any days (he/she) occupy the dwelling past the first day of the month. Any security deposit will be promptly returned to the tenant, provided there are no damages to the premises.

23. HABITABILITY. Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.

24. HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the most recent rate preceding the Holdover Period. Such holdover shall constitute a month-to-month extension of this Lease.

25. CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

26. REMODELING OR STRUCTURAL IMPROVEMENTS. Lessee shall make no alterations or make other improvements on the property without the prior written consent of Lessor.

27. ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. Landlord will provide reasonable notice of its intention to enter the Premises. If Tenant has, after written notice to cease, continued to deny Owner access to the unit, as required by State law, such failure is a substantial breach of this agreement and is a just cause for eviction. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

28. INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except

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absolute discretion. In the event the prohibition is invalidated or lifted, Tenant, Landlord and any subtenant or assignee agrees to be bound by each and every provision contained in this Lease.

35. NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

36. Display of Signs. Landlord or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenant.

LANDLORD:

HUTCHINSON CREEK CAPITAL
55 Walnut Street suite 205
Norwood, New Jersey 07648
(201) 660-7200

TENANT:

Michelle Del Coral
Oscar Castaneda
168 Market Street 2nd Floor
Saugerties, NY 12477

Such addresses may be changed from time to time by either party by providing notice as set forth above.

36. GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of New Jersey.

37. ENTIRE AGREEMENT/AMENDMENT. This Lease contains the entire agreement of the parties and there are no other promises, conditions, understanding or other agreements, whether oral or written, relating to the subject matter of this lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

38. SEVERABILITY; WAIVER. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and

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enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

39. TIME OF ESSENCE. Time is of the essence with respect to the execution of this Lease.

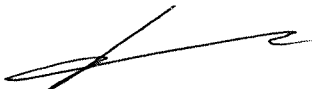
40. TENANT REPRESENTATION; CREDIT. Tenant represents and warrants that all statements in Tenant's rental application are accurate. Tenant authorizes landlord and any broker to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Lease. Landlord may cancel this Lease (i) before occupancy begins, (ii) upon disapproval of the credit report(s), or (iii) at any time, upon discovering that information in Tenant's application is false.

41. BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LANDLORD:

HUTCHINSON CREEK CAPITAL

*make check to
merritt brooks & co.*



Landlord

Dated:

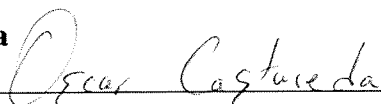
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TENANT:

Michelle Del Corral

3/30/16 *Michelle Del Corral*

Oscar Castaneda



Dated:

3-30-16

Michelle Del Corral

Date: 3/30/16

Michelle Del Corral

Oscar Castaneda

Date 3-30-16

Oscar Castaneda

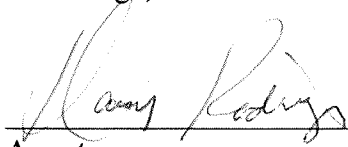
Daisy Rodriguez

3/30/16

Daisy Rodriguez, Property Manager & Witness

certification of Accuracy

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



Agent

Date

Tenant: Muchelle Del Corral

3/30/16
Date

RESIDENTIAL LEASE
DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
OR LEAD-BASED PAINT HAZARDS

Lead Warning Statement

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

Landlord's Disclosure

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

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

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

(b) Records and reports available to the landlord (Check (i) or (ii) below):

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

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

Tenant's Acknowledgment (initial)

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

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Home. Agent's Acknowledgment (initial)

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

Property Address:

I received from Daisy Rodriguez (Property Manager) the Pamphlets Protect Your Family from Lead in your home and also Pamphlet on Poisoning Prevention. Daisy Rodriguez from Hutchinson Creek Capital explained that housing build before 1978 may contain lead-based paint and explain what is the consequences for children's and adults with lead poisoning.

Tenant: Mirabella Del Corral **Date:** 3/30/16

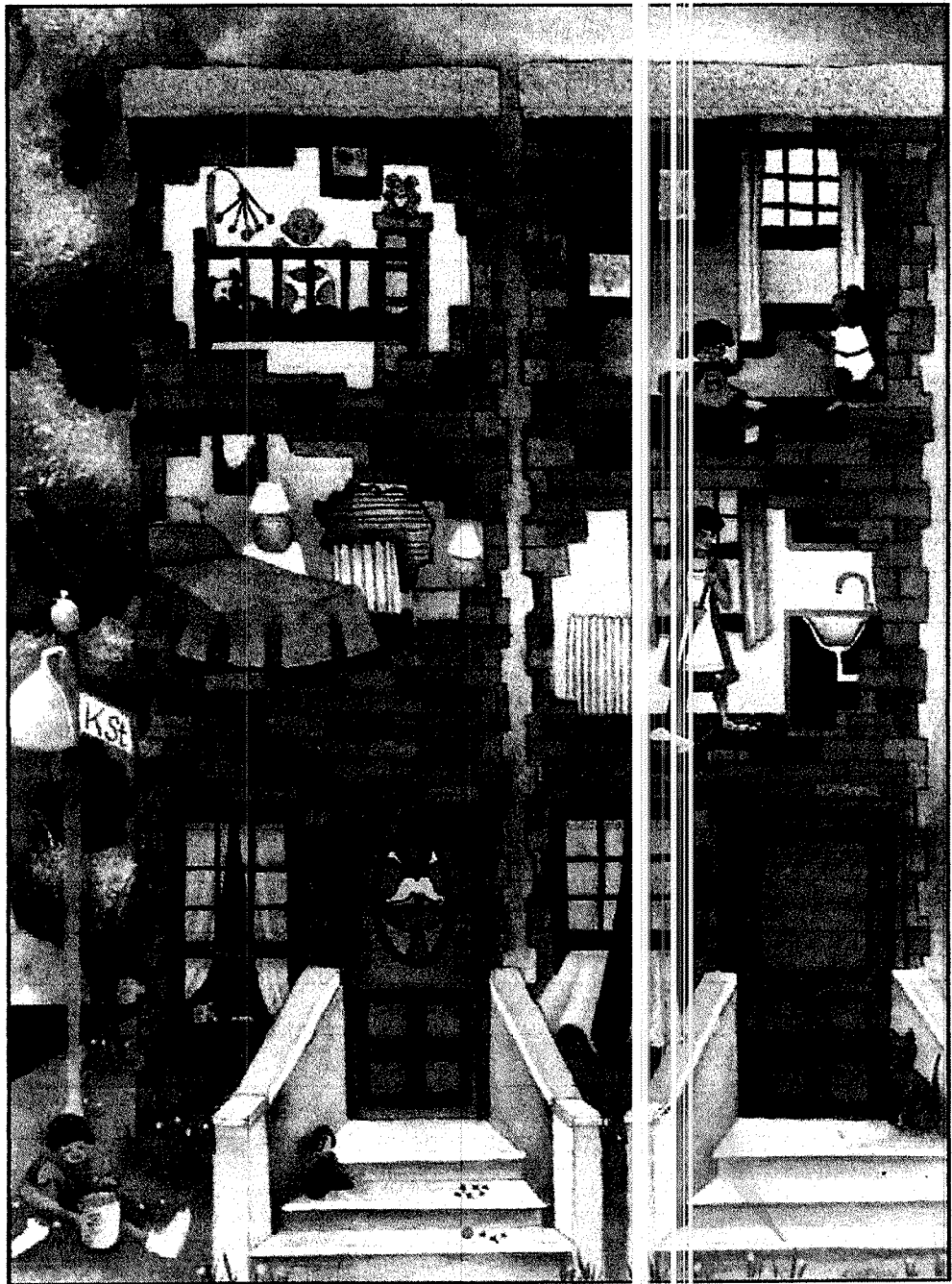
Daisy Rodriguez

Date

X Oscar C. Gaudin

Protect Your Children From Lead Poisoning

- 1 Get your child tested for lead poisoning, even if he or she seems healthy.
- 2 Clean floors, window frames, window sills, and other surfaces weekly. Use a mop, sponge, or paper towel with warm water and a general all-purpose cleaner or a cleaner made specifically for lead.
- 3 Reduce the risk of lead paint. Make sure your child is not chewing on anything covered with lead paint.
- 4 Don't try to remove lead paint yourself.
- 5 Don't bring lead dust into your home from work or a hobby.
- 6 Have your water tested. If the cold water hasn't been used for more than a few hours, let it run for 15-30 seconds before drinking it or cooking with it.
- 7 Eat right and don't store food in high-lead pottery.



Lead poisoning is a serious problem for young children—the younger the child, the greater the risk.

X Michelle Del Corral
tenant
X Oscar Castaneda
date 3/30/16

For More Information

EPA's Safe Drinking Water Hotline
1-800-426-4791

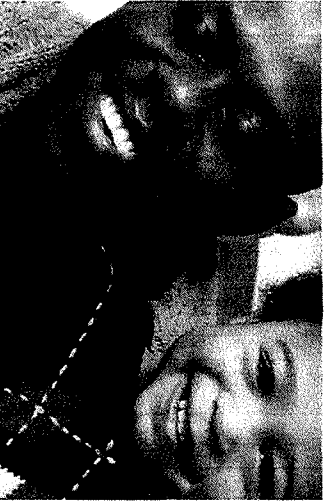
National Lead Information Center
1-800-424-LEAD

Visit our web site
<http://www.epa.gov/lead>

United States Environmental Protection Agency • Office of Pollution Prevention and Toxics • Office of Ground Water and Drinking Water

How can I protect my child from lead poisoning?

- Remind the doctor to test your child for lead poisoning at both ages 1 and 2. Ask the doctor about testing older children.
- Report peeling or damaged paint to your landlord. Your landlord must inspect and safely fix peeling paint at no charge to you if a young child lives there. It's the law.
- Keep children away from peeling or damaged paint and home repairs that disturb lead paint.
- Clean floors, windowsills, and dusty places often with wet mops and wet cloths.
- Wash toys, pacifiers, and other items children put in their mouths.
- Wash children's hands often, especially before they eat.
- Use cold tap water for making baby formula, drinking, and cooking. Let the water run for a few minutes before use.
- Do not use items that may contain lead, such as imported pottery, food and cosmetics, and traditional medicines.
- Keep children away from work clothes and tools of family members who do home repairs or other lead work.



Lead Poisoning Prevention Program

The Lead Poisoning Prevention Program of the New York City Department of Health and Mental Hygiene provides services to families, health care providers, landlords, and community organizations. These services may include:

- Providing information on lead poisoning prevention.
- Working with families and doctors of children who are lead poisoned.
- Inspecting homes of children with blood lead levels of 15 mcg/dL or more.
- Requiring landlords to safely repair paint hazards found during lead inspections.
- Responding to complaints about unsafe repairs that may create lead dust and debris.

Talk to your doctor.
Call 311 for more information.
Or visit nyc.gov/health

NYC
Health



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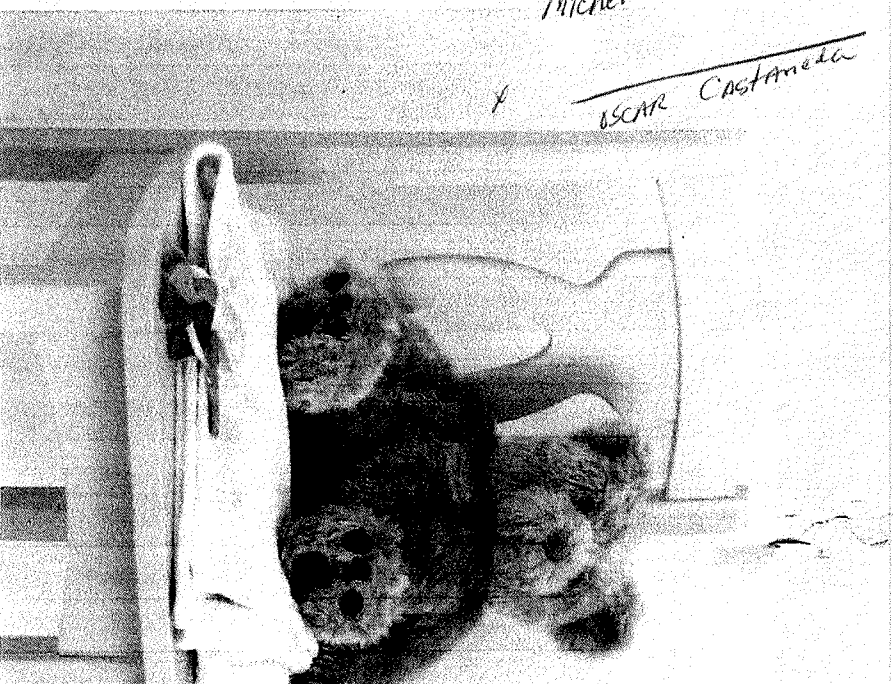
Date 3/30/16

Michelle DelCorral
Michelle DelCorral

OSCAR Castaneda

Preventing Lead Poisoning

What every parent should know



Landlord-Tenant Checklist

GENERAL CONDITION OF RENTAL UNIT AND PREMISES

168 Market St 2nd fl. Sec 7 parties NY.
 Street Address Unit No. City

	Condition on Arrival	Condition on Departure	Estimated Cost of Repair/Replacement
Living Room			
Floors & Floor Coverings	good		
Drapes & Window Coverings	good		
Walls & Ceilings	back hall ceiling tiles missing from ceiling		
Light Fixtures	good		
Windows, Screens, & Doors	good		
Front Door & Locks	good		
Fireplace	—		
Other	—		
Other	—		
Kitchen			
Floors & Floor Coverings	good		
Walls & Ceilings	good		
Light Fixtures	good		
Cabinets	good		
Counters	good		
Stove/Oven	good		
Refrigerator	new		
Dishwasher	—		
Garbage Disposal	—		
Sink & Plumbing	good		
Smoke Detector	good		
Windows, Screens, & Doors	good		
Other	—		
Dining Room			
Floors & Floor Covering	good		
Walls & Ceilings	—		
Light Fixtures	—		
Windows, Screens, & Doors	—		
Smoke Detector	good		
Other	—		

X Maribelle DeComet Date 3/30/16

Y Oscar Castore Date 3-30-16

Bathroom(s)	Condition on Arrival		Condition on Departure		Estimated Cost of Repair/Replacement	
	Bath #1	Bath #2	Bath #1	Bath #2		
Floors & Floor Coverings	good					
Walls & Ceilings	good					
Windows, Screens, & Doors	good					
Light Fixtures	good					
Bathtub/Shower	good					
Sink & Counters	good					
Toilet	good					
Other						
Other						
Bedroom(s)	Bdrm #1	Bdrm #2	Bdrm #3	Bdrm #1	Bdrm #2	Bdrm #3
Floors & Floor Coverings	good					
Windows, Screens, & Doors	good					
Walls & Ceilings	good					
Light Fixtures	good					
Smoke Detector	good					
Other						
Other						
Other						
Other Areas						
Heating System	good					
Air Conditioning	good					
Lawn/Garden	good					
Stairs and Hallway	good					
Patio, Terrace, Deck, etc.	good					
Basement	good					
Parking Area	good					
Other						
Other						
Other						
Other						
Other						

☒ Tenants acknowledge that all smoke detectors and fire extinguishers were tested in their presence and found to be in working order, and that the testing procedure was explained to them. Tenants agree to test all detectors at least once a month and to report any problems to Landlord/Manager in writing. Tenants agree to replace all smoke detector batteries as necessary.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶
- ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust

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) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

073 - 66 - 5077

or

Employer identification number

-

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding. 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 on page 3.

Sign
Here

Signature of
U.S. person ▶

Michelle Del Corral

Date ▶

3/30/16

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

• Form 1098 (home mortgage interest) • 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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?* on page 2.

By signing the filled-out form, you

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the U.S. share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What is FATCA reporting?* on page 2 for further information.