

AGREEMENT OF LEASE, made as of the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, between \_\_\_\_\_ (hereinafter referred to as "Landlord"), a limited-profit housing company, organized and existing under the Limited-Profit Housing Companies Law of New York (hereinafter referred to as the "Law") and the Not-for-Profit Corporation Law (Membership Corporation Law) having an office at \_\_\_\_\_, NY and \_\_\_\_\_ (hereinafter referred to as "Tenant"), presently residing at \_\_\_\_\_.

IT IS AGREED:

1. TERM AND RENT:

Landlord hereby leases to Tenant the apartment known as apartment No. \_\_\_\_ designated as \_\_\_\_ rooms in Unit No. \_\_\_\_, in \_\_\_\_\_ (hereinafter sometimes called the "Apartment") at \_\_\_\_\_, State of New York, on a month to month basis to commence on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, or when Tenant occupies the Apartment, whichever is sooner, and to terminate on ninety (90) days written notice by Landlord to Tenant, at a rent of \$ \_\_\_\_\_ each month during the term of the lease, plus any and all surcharges made in accordance with Tenant's family income, pursuant to the Law and the Rules and Regulations of the Commissioner of Housing and Community Renewal of the State of New York (hereinafter referred to as "Commissioner"), plus any and all rent increases granted by order of the Commissioner pursuant to the Law and plus any and all other charges under the terms of this Lease... Tenant agrees to pay the rent and any and all additional charges in advance on the first day of each month during said term at the office of Landlord or such on the first day of each month during said term, at the office of Landlord or such other place as Landlord may designate, without any setoff or deduction whatsoever, except that Tenant shall pay the first full monthly installment on the execution hereof (unless this Lease be a renewal). If occupancy under this Lease shall commence on a day other than the first day of a calendar month, such first monthly installment shall be applied first toward a pro rata portion of the monthly installment of rent payable hereunder in respect of the unexpired portion of such month (computed on the basis of the actual number of days remaining in such month) and the balance towards the next monthly installment due hereunder and the Lease shall be deemed to commence on the first day of the next calendar month.

Tenant acknowledges that he has been informed and is aware that Landlord was sponsored by \_\_\_\_\_ for the purpose of providing housing for its staff members, employees or students and their immediate families and for aged and handicapped persons of low income and that the Apartment leased hereby is leased to Tenant with the understanding that the Tenant is a staff member, employee or student of the above sponsor, or a similar institution or is an aged or handicapped person of low income as defined in the Law.

If the rent for the Apartment is increased by reason of an order of the Commissioner made pursuant to the Law, then, in that event, and only in that event, Tenant shall have the option to cancel this lease and vacate the Apartment within sixty (60) days after notice of such rent increase has been given to Tenant, provided that Tenant gives at least thirty (30) days written notice by certified mail to Landlord of Tenant's intention to exercise the option contained herein.

This Lease is subject to the powers, rights and privileges, and the restrictions and limitations thereon, of Landlord, as a Limited-Profit Housing Company under the supervision and control of the Commissioner pursuant to the Law and to the rights and powers of the Commissioner under the Law or any amendments thereto.

2. SECURITY DEPOSIT:

Tenant has delivered to Landlord the sum of \$ \_\_\_\_\_ (not to exceed one (1) month's rent) as security for the performance by Tenant of the terms of the Lease. Such security will be deposited by Landlord in an interest bearing account at \_\_\_\_\_ located at \_\_\_\_\_.

the rent is increased by reason of an order of the Commissioner, Tenant shall deliver to the landlord, on or before the effective date of such increase, as additional security, a sum equal to the monthly increase.

It is agreed that if Tenant fails to obey any part of the Lease, Landlord may apply or keep all or any part of said security which shall also include any interest earned on such sum, to the extent necessary for the payment of any rent or damage of Landlord resulting from the breach of the Lease by Tenant. Landlord may not retain any amount of the security deposit for costs relating to ordinary wear and tear of occupancy or due to any condition, defect, or damage noted in the apartment prior to the tenant taking possession. Where Landlord and Tenant conduct an inspection of the premises prior to tenant's taking possession thereof, the parties shall execute a written agreement before the tenant begins occupancy of the unit attesting to the condition of the property and specifically noting any existing defects or damages. Upon the Tenant's vacating of the premises, the Landlord may not retain any amount of the deposit or advance due to any condition, defect, or damage noted in such agreement. Such security, in addition to any interest accumulated thereof, minus any part kept by Landlord based upon any breach of Tenant of the Lease, and minus 1% of the security deposit to be kept by Landlord, as administration expenses, shall be returned by Landlord to Tenant, along with an itemized statement indicating the basis for the amount of the deposit retained, if any after the end of the Lease and within 14 days of Tenant vacating the Apartment.

### 3. TENANT'S REPRESENTATIONS:

(A) Tenant represents that the Apartment shall be occupied only by Tenant and such other persons listed and approved on the application submitted in connection with this Lease, for living purposes only. Tenant further represents that neither Tenant, nor any member of Tenant's family, nor guest or other person invited or permitted into the Apartment by Tenant, shall use or occupy the premises or any part thereof, including the common areas of the building or buildings of the project, and also including any portion of the grounds of the project, or allow same to be used or occupied for the unlawful trade, manufacture, distribution, storage, and/or sale of marihuana or of any controlled substance as more specifically defined and set forth in Section 3306 of the Public Health Law and Section 220 of the Penal Law of the State of New York.

(B) Tenant represents and warrants the accuracy of all statements made in the application submitted in connection with this Lease and in any report of income made by or on behalf of tenant or any statement of family income or family composition and it shall be a default under this Lease if any statement contained therein shall prove inaccurate at any time. Tenant shall notify Landlord promptly of any change in family composition as it occurs and shall comply promptly with all requests for information thereof, a breach of which obligation shall be deemed a default hereunder. If at any time during the term hereof Tenant shall be found ineligible for occupancy by reason of excess income or otherwise, and Tenant is so notified by Landlord, then, and in that event, this lease shall thereupon cease and terminate and Tenant shall vacate and surrender the apartment.

(C) Tenant agrees that the family income and composition and other eligibility requirements are substantial and material obligations of his tenancy and that he will comply promptly when all requests by landlord or the Commissioner for information and certifications concerning the total current family income and family composition of the Tenant and other requirements for continued occupancy.

### 4. FAILURE TO GIVE POSSESSION:

If Landlord is unable to give possession of the Apartment on the date of the commencement of the term, because the occupant refuses to give up possession, or because construction has not been sufficiently completed to make it ready for occupancy or because a certificate of occupancy has not been procured or for any other cause beyond the Landlord's reasonable control, Landlord shall not be subject to any liability for failure to give possession on said date. The validity of the Lease shall not be impaired by reason of Landlord's failure to give possession, nor shall the same extend the term of the Lease, but the rent payable hereunder shall be suspended (provided Tenant is not responsible for the inability to obtain possession) until after Landlord shall have given Tenant written notice that the Apartment is substantially ready for Tenant's occupancy. After the lapse of a reasonable period to give the Landlord adequate opportunity to give possession,

Tenant may notify Landlord in writing that in Tenant's opinion a reasonable period will have elapsed as of the date set forth in Tenant's notification, which will not be less than thirty (30) days from the date of giving such notice, and the lease shall terminate as of the date set forth in Tenant's written notice without other or further liability as between Landlord shall give possession prior to such termination. The parties agree to submit any dispute arising out of the interpretation of this provision to the Commissioner or his designee.

5. CHANGES AND ALTERATIONS:

(A) Tenant shall make no changes, alterations or improvements of any kind in or to the Apartment without Landlord's prior written consent.

(B) Tenant shall make no alterations, additions or improvements to the balconies or terraces, including but not limited to the painting thereof, the installation of screens or other enclosures or otherwise, without Landlord's prior written consent.

(C) Tenant shall not deface any part of the Apartment, nor shall the Tenant deface the inside or the outside of the building.

(D) Tenant shall not install any dishwashing, clothes washing or drying machines, electric stoves, freezer or garbage disposal unit or heating equipment, nor place in the Apartment any water-filled furniture without written permission of the Landlord.

(E) Tenant shall not install individual air conditioning equipment without the written permission of the Landlord and the execution of an Air Conditioning Agreement.

(F) Prior to the expiration or cancellation of the Lease, Tenant will, at his own cost and expense, remove any wall covering, bookcases, bookshelves, cabinets, mirrors, painted murals, or any attachments Tenant may have installed. This agreement shall continue in effect and survive after the end, renewal, or extension of the Lease.

6. REPAIRS:

Tenant shall take good care of the Apartment and shall neither permit nor do any damage to the Apartment, ordinary wear and tear excepted. Any repairs to the Apartment or building resulting from the misuse or negligence of Tenant, its servants, visitors, guests or members of Tenant's family, may be made by Landlord at the expense of Tenant. The cost of such repairs shall be paid by Tenant to Landlord within five (5) days after Tenant's receipt of Landlord's bill or statement concerning such costs. Except as agreed in the Lease, there shall be no allowance to Tenant and no liability of Landlord to Tenant because of any inconvenience or annoyance arising from Landlord making repairs, changes or additions to the Apartment or to the building.

7. ASSIGNMENT, SUBLETTING, ABANDONMENT:

(A) Assignment, Subletting – Tenant shall not assign the Lease, nor sublet the Apartment. If the Lease is assigned, or if the Apartment is sublet or occupied by any person other than Tenant or Tenant's immediate family, Landlord may, after default by Tenant, collect rent from the assignee, sub-tenant or occupant, and credit the amount collected to the rent due from Tenant, but no such assignment, subletting, occupancy or collection shall be a waiver by Landlord of this paragraph or the acceptance of the assignee, subtenant or occupant as Tenant.

(B) Abandonment – If the Apartment is vacated by Tenant before the end of the Lease without the agreement of Landlord, Landlord shall, in good faith and according to Landlord's resources and abilities, take reasonable and customary actions to rent the premises and mitigate damages to the fullest extent required under law. If Landlord rents the Apartment at or above the rate agreed to during the term of the tenancy, the new tenant's lease shall, once in effect, terminate the previous tenant's lease and mitigate damages otherwise recoverable against Tenant because of Tenant's vacating the premises.

The character of the occupancy is a special consideration and inducement for the granting of this Lease by Landlord to Tenant, and in the event of violation by Tenant of the restriction against subletting or assignment, or if the Apartment is not in continuous, bona fide use as the principal

residence of Tenant and persons listed and approved on the application submitted in connection with this Lease, or if Tenant shall cease to occupy the apartment or permit the same to be occupied by others or violate any other restriction or condition herein imposed, this Lease may, at the option of Landlord, be terminated in the manner hereinafter provided.

8. TENANT'S DUTY TO OBEY LAWS:

Tenant shall obey all present and future City, State and Federal laws, and orders and regulations of the New York Board Fire Underwriters, which affect the Apartment and building, and shall comply at Tenant's expense with all such notices given to Landlord or Tenant which arise from Tenant's improper use of the Apartment or the building.

9. TENANT'S CONDUCT:

Conduct which violates applicable laws or statutes, orders or regulations, or the rules and regulations of the Lease or which renders or tends to render the Apartment or the building unfit for human habitation, or which results in conditions which are dangerous, hazardous, or detrimental to the proper enjoyment of their Apartment by other tenants, constitutes objectionable conduct, which actions by Tenant shall give Landlord the right to terminate the Lease. Tenant agrees that objectionable conduct includes but is not limited to: (1) the unlawful trade, manufacture, distribution, storage, and/or sale of marijuana or of any controlled substance as more specifically defined and set forth in Section 3306 of the Public Health Law and Section 220 of the Penal Law of the State of New York or possession of a controlled substance as would constitute a violation of Section 220.16, Section 220.18, or Section 220.21 of the Penal Law of the State of New York in the Apartment or in the common areas of the building or anywhere upon the grounds of the project, by Tenant or a member of Tenant's family or by any guest or other person invited or permitted into the apartment or common areas of the building or onto the grounds of the project by the Tenant or by a member of the Tenant's family in occupancy with Tenant; provided that Tenant or such family member shall have actual knowledge of or shall have permitted such guest or other person to engage in such unlawful trade, manufacture, distribution storage and/or sale; (2) the unlawful possession, use or display of a "weapon" as defined in Section 265.00 of the Penal Law of the State of New York, in the Apartment or in the common areas of the building or anywhere upon the grounds of the project, by Tenant or a member of Tenant's family or by any guest or other person invited or permitted into the Apartment or common areas of the building or onto the grounds of the project by the Tenant or by a member of the Tenant's family in occupancy with Tenant; provided that Tenant or such family member shall have actual knowledge of or shall have permitted such guest or other person to engage in such unlawful possession, use or display.

10. RULES AND REGULATIONS:

Tenant shall comply with all of the Rules and Regulations set forth at the end of this Lease, including, but not limited to, Rule 10 relating to the keeping of pets, Rule 13, relating to the unlawful trade, manufacture, distribution, possession, storage and/or sale of marijuana or controlled substances and Rule 14, relating to the unlawful possession, display or use of a weapon and such other and further rules and regulations as Landlord may hereafter from time to time deem necessary or desirable and may prescribe for the safety, care, cleanliness and reputation of the Apartment or all or any part of the building or for the comfort and convenience of Tenant or other tenants of the building.

Notice of any additional rules or regulations shall be given in writing in such manner as Landlord may choose.

Failure on the part of Tenant to observe any such requirements as provided in this paragraph shall be grounds for the termination of this Lease. Said Rules and Regulations shall be deemed to be a part of this Lease and substantial and material obligations of this tenancy any breach of which shall be deemed to be a default hereunder. Landlord shall not be liable to Tenant or any other person for any violation of the said Rules and Regulations or any covenant or condition of this or any other lease by Tenant or any other person or by reason of Landlord's failure to enforce the same.

11. PROPERTY LOSS, DAMAGE:

Landlord or Landlord's Agent shall not be responsible to Tenant for any loss of property by or injury to Tenant or any other person resulting from theft or any other crime in the Apartment or elsewhere in the building, nor for the loss of, or damage to property delivered to employees of the building, nor for any loss or damage for any reason, unless caused by or due to negligence or fault of Landlord, its agents or employees. Landlord shall not be responsible to Tenant for any damage caused by any other Tenants or persons in the building. If Landlord shall give Tenant the use of any storeroom, laundry or any other facility located in the building, but outside of the Apartment, and such room or facility be furnished without charge to Tenant, permission to use such room or facility may be cancelled and ended by Landlord at any time without changing Tenant's responsibility for rent under the Lease.

12. SERVICES:

As long as Tenant obeys all of the provisions of the Lease, Landlord agrees to provide to Tenant, only insofar as the existing building equipment and facilities allow, the following services:

(1) elevator service; (2) hot and cold water in reasonable amounts at all times; (3) heat as required by law.

If unmetered electricity and/or gas is furnished by Landlord, Landlord may, with the approval of the Commissioner, discontinue such services(s) to the Apartment, in which event the rent for the Apartment shall be reduced by the portion thereof allocated to the cost of such services(s) on the books of Landlord. In the event such condition occurs, and (i) if such services(s) be supplied by Landlord through a meter, Tenant agrees to purchase the same from the Landlord or the Landlord's designated agent at terms, classifications and rates not in excess of those authorized by the Public Utilities Commission to be charged to such consumers of the appropriate public utility corporation and bills therefore shall be rendered at such times as Landlord may elect, and the amount as shall be computed from a meter; or (ii) if such services(s) are discontinued by Landlord, Landlord shall permit Tenant to receive such service(s) direct from the appropriate public utility corporation and shall permit Landlord's pipes, wires and conduits to be used for such purposes to the extent available, suitable and safely capable of handling such services.

Stoppage or reduction of any of the above services shall not entitle Tenant to any allowance or reduction of rent unless provided by law.

13. NO REPRESENTATIONS BY LANDLORD:

Tenant admits that neither Landlord nor Landlord's agent have made any representations or promises concerning the physical condition of the building, the land upon which it is erected, or the Apartment, or any other matter or thing concerning the Apartment, except as mentioned in this Agreement, or in Landlord's floor plans, if such plans were shown to Tenant.

14. SPACE RENTED "AS IS":

Tenant has inspected the Apartment, and pursuant to the Inspection Agreement executed pursuant to Paragraph 2 of this agreement, if any, has full knowledge of its condition, and agrees to take the Apartment in its present condition. The taking of occupancy of the Apartment by Tenant shall be conclusive and final evidence that the Apartment was in good and satisfactory condition at the time such occupancy was taken by Tenant, except as to any hidden defects.

15. ORAL AGREEMENTS:

This Lease contains the entire agreement between the parties and any change or termination shall not be effective unless it is in writing and signed by both Landlord and Tenant.

16. SUBORDINATION CERTIFICATION:

This Lease is and shall be subject and subordinate to all grounds and underlying leases and to all mortgages which may now or hereafter affect such leases or the real property of which the Apartment forms a part and to all renewals, modifications, consolidations, replacements and

extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgagee. Tenant shall execute promptly any certificates that Landlord may request in confirmation of such subordination.

17. TENANT'S RIGHT TO POSSESSION:

If and so long as Tenant pays the rent and performs and observes all of the provisions hereof, Tenant's right under the Lease cannot be cut off or ended before the expiration date, except as provided in the terms of the Lease and to the ground and underlying leases and mortgages hereinabove mentioned.

18. ENTRY TO APARTMENT AND REPAIRS:

During the four months prior to the expiration of the term hereby, granted applicants shall be admitted at all reasonable hours of the day to view the Apartment until rented. Landlord and Landlord's agent shall be permitted at any time during the term to visit and examine the Apartment at any reasonable hour during the day. Workmen, when authorized by Landlord or Landlord's agent, shall be admitted to the Apartment to install and maintain pipes and conduits in and through the Apartment and to make decorations, repairs, alterations, improvements or additions in any part of the Apartment or the building whenever deemed necessary or desirable by Landlord. If Tenant shall not be personally present to permit such entry into the Apartment, Landlord or Landlord's agent may enter same by master key or by force without in any manner affecting the obligations of Tenant under this Lease and, provided Landlord shall accord reasonable care to Tenant's property, without rendering Landlord or Landlord's agent liable to claim or cause of action for damages by reason thereof. If, during the last month of the term, Tenant shall have removed all or substantially all of Tenant's property from the Apartment, Landlord shall have the right to enter the Apartment for the purpose of cleaning and redecorating same and the exercise of such right by Landlord shall in no way affect or modify the obligations of Tenant under this lease for the remainder of the term hereof.

19. DEFAULT:

(A) If, (a) Tenant fails to keep any of Tenant's agreements mentioned in the Lease other than Tenant's agreement to pay rent; or, (b) if the Tenant or any other occupants of the Apartment engage in objectionable conduct; or, (c) if the Apartment is vacated by all authorized occupants; or (d) if the Apartment is damaged because of negligence or misuse of Tenant, Tenant's family, servants, visitors, or guests, or, (e) if any execution or attachment shall be issued against Tenant or any of Tenant's property resulting in the Apartment being taken or occupied by someone other than Tenant; or, (f) if Tenant shall fail to move into or take possession of the Apartment within fifteen (15) days after the beginning of the Lease, then in any one or more of such events, Landlord may serve upon Tenant written notice stating the nature of said default, and if such default of Tenant has not been cured and corrected or objectionable conduct stopped within five (5) days, then at the end of said five (5) days, the Landlord may serve upon Tenant three (3) days notice of Landlord's election to end the Lease, and upon the end of said three (3) days, the Lease shall end as if the end of such three (3) days period were the day stated to be the end of the Lease, and the Tenant shall then give up the Apartment to Landlord, but Tenant shall remain responsible to Landlord as stated in this agreement, however, where the default involves a violation of Rule 13 or Rule 14, or otherwise relates to the unlawful trade, manufacture, distribution, storage and/or sale of marihuana or controlled substances, or where the conduct constitutes an imminent threat to the viability of the project to the safety of other tenants or occupants of the project, no notice as set forth in this paragraph need be given by the Landlord to the Tenant.

(B) If the notice provided for in (A) hereof shall have been given, and the term shall end as provided above or if no notice is required pursuant to subparagraph (A) hereof, or if Tenant shall make default in the payment of the rent and such default shall continue after the giving of the statutory written fourteen (14) days demand for rent, then Landlord may dispossess Tenant or other occupants and their property by summary proceedings or other lawful means.

20. REMEDIES OF LANDLORD:

In the event that the term of this Lease shall terminate and expire pursuant to notice or as the result of summary proceedings, or if Landlord shall reenter by summary proceedings or other action or proceeding or recover possession of the Apartment in any other manner herein provided, (a) Tenant shall pay to Landlord any rent then due up to the time of the end of the lease term and Tenant shall be responsible for use and occupation until reentry or dispossession together with all expenses of Landlord including attorneys' fees, not to include attorneys' fees upon a default judgment, and disbursements, incurred in connection with any summary proceedings or other action or proceeding and the removal of the property and effects of Tenant or other occupants from the Apartment and all expenses incurred by Landlord that are reasonably necessary in repairing and redecorating the same for re-rental and (b) to the extent that Tenant is not absolved from an obligation to pay Landlord pursuant to paragraph 7(B) above, Tenant shall remain responsible to Landlord for damages including any difference between the rent to be paid under the Lease and the amount, if any, of the rents collected on account of the subsequent lease or leases of the Apartment for each month of the period which would otherwise have constituted the rest of the term of the Lease, after the deduction of brokers' commissions and expense of Landlord for repairing, redecorating and otherwise preparing the Apartment for occupancy, by any other Tenant, Landlord, at its option, may make such alterations and/or decorations in the Apartment as are reasonably necessary for the purpose of reletting same and the making of such alterations and/or decorations shall not release Tenant from any liability hereunder.

Damages shall be paid in monthly installments by Tenant on the rent day mentioned in the Lease and any legal action brought to collect the amount of the loss for rent for any month shall not prejudice in any way the rights of Landlord to collect the loss of rent for any subsequent month by a similar proceeding. Such damages, if any, shall not be considered additional rent.

None of the expenses, counsel fees, disbursements and/or damages, if any, paid by Tenant to Landlord pursuant to this Paragraph 20 shall be considered additional rent.

21. ADDITIONAL REMEDIES:

Landlord shall have the right to injunction, and the right to invoke any remedy allowed at law or in equity, as if reentry, summary proceedings and other remedies were not herein provided for. The mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy, in law or in equity. Other than in the case of non-payment of rent, Tenant further waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the demised premises by reason of the violation of any of the provisions of this Lease by Tenant or otherwise.

22. FEES AND EXPENSES:

If Tenant shall fail to obey an agreement or promise on Tenant's part to be performed under the Lease, then Landlord may immediately or at any time thereafter and without notice except as mentioned elsewhere in the Lease, perform the agreement of Tenant under the Lease. If Tenant's Lease term shall have ended at the time such expenses are paid or incurred by Landlord, such sums, including legal expenses of Landlord, in bringing any dispossession proceeding against Tenant, shall be paid by Tenant to Landlord as damages.

Landlord shall pay to Tenant reasonable attorneys' fees and/or expenses incurred by the Tenant based on the failure of Landlord to perform any covenant or agreement under this Lease, in addition to Tenant's successful defense of any action or summary proceeding commenced by Landlord against Tenant arising from this Lease. These fees and expenses can also be recovered by Tenant in an action commenced by Tenant against Landlord or by way of counterclaim in any action or summary proceeding commenced by Landlord against Tenant.

23. FIRE OR CASUALTY:

Tenant shall give immediate notice to Landlord in case of fire or accident or other damage defects in or to the Apartment or the building and to any of the fixtures or equipment therein. If the Apartment or the building shall be partially damaged by fire, the damages shall be repaired

by and at the expense of Landlord as soon as it can reasonably be done under the circumstances, due allowance to be taken into consideration for any delays which may arise by reason of labor troubles, inability to obtain labor or materials, Governmental orders, regulations and restrictions, delays in adjusting the insurance loss or other causes beyond Landlord's reasonable control. If the Apartment or the building shall be damaged from such causes or from any of them to such extent that the same cannot be repaired with reasonable diligence within a period of sixty days, or if Landlord shall decide not to repair or rebuild the same or if Landlord shall decide to demolish the building or to convert it to other uses then and in any such event, Landlord may within sixty days after such damages occur give Tenant notice of such decision and thereupon the term of the Lease shall expire upon the third day after such notice is given, and Tenant shall thereupon vacate and surrender the Apartment to Landlord forthwith, and in such case, the rent shall be paid up to and apportioned as of the date on which Tenant shall vacate and surrender the demised premises. In the event the Apartment is damaged to such an extent that is untenable in whole or in part, rent shall be paid up to time of such damage and shall thereafter abate in proportion to the part of the Apartment which may be usable until such time as the premises shall have been put into repair. If the Apartment or the building shall be damaged or destroyed by fire or other cause resulting from any negligent act or omission or breach of any provision of this Lease by Tenant, Tenant shall nevertheless be liable to Landlord for any damage sustained by Landlord as a result thereof and the making of any necessary repairs or rebuilding by Landlord shall not constitute a waiver of the claim of Landlord, or of its insurer by subrogation, against Tenant for damages. Landlord and Tenant agree that the agreement contained in this paragraph is an agreement made in place of the provisions of Section 227 of the Real Property Law of New York.

24. PUBLIC TAKING:

If the whole or any part of the Apartment be taken or condemned for any public or quasi-public use or purpose, then and in that event, the term of this Lease shall cease and terminate from the date when the possession of the part so taken shall be required for such use or purpose and without apportionment of the award. If a substantial part of the building shall be so taken or condemned as to make it uneconomical for Landlord, as determined in Landlord's sole discretion, to continue the operation of the Apartment, then at Landlord's sole option and upon notice to Tenant from Landlord, the term of this Lease shall cease and terminate on the date when possession of the part so taken shall be required for such use or purpose and without apportionment of the award. The current rental, however, shall in any such case be apportioned.

25. NO WAIVER OF LEASE TERM:

No act or thing done by Landlord or Landlord's agents during the term of the Lease shall be deemed an acceptance of a surrender of the Apartment, and no agreement to accept such surrender shall be valid unless in writing signed by Landlord. No employee of Landlord or of Landlord's agents shall have any power to accept the keys of the Apartment prior to the termination of the Lease. The delivery of keys to any employee of Landlord or to Landlord's agents shall not operate as a termination of the Lease or a surrender of the Apartment. The failure of Landlord to seek redress of violation of, or to insist upon the strict performance of any condition of this Lease, or any of the Rules and Regulations set forth or hereafter adopted by Landlord, shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of rent with knowledge of the breach of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived by Landlord, unless waiver be in writing signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

26. INABILITY TO PERFORM:

The Lease shall not be ended or in any way affected because Landlord is unable to carry out any of Landlord's agreements or is unable to supply or is delayed in supplying any service to be supplied or is unable to make or is delayed in making any repair, additions, changes or



decorations in the Apartment or building, or is unable to supply or is delayed in supplying any equipment or fixtures, if Landlord is prevented or delayed from doing so by reason of strike or labor troubles, including strikes by Landlord's employees, or any other cause beyond Landlord's reasonable control.

27. BILLS AND NOTICES:

Except as is otherwise herein provided, a bill, statement, notice or communication which Landlord may desire or be required to give to Tenant, shall be deemed sufficiently given or rendered if in writing, delivered to Tenant personally or sent by mail, addressed to Tenant at the building, or left at the Apartment so addressed to Tenant. Any notice of termination or expiration shall be served as required by law. The time of the rendition of such bill or statement and the giving of such notice or communication shall be deemed to be the time when the same is so delivered, mailed or left at the Apartment. Any notice by Tenant to Landlord must be served by mail, addressed to Landlord at the address first hereinabove set forth or such other address as Landlord shall designate in the manner herein provided for giving notice to Tenant.

28. WAIVER OF TRIAL BY JURY, NO COUNTERCLAIMS:

Both Landlord and Tenant waive trial by jury in any action, proceeding or counterclaim brought by either party against the other (except for personal injury or property damage) on any matters whatsoever concerning the Lease, the relationship of Landlord and Tenant, or Tenant's use or occupancy of the Apartment. It is further agreed that in the event Landlord commences any dispossession proceedings against Tenant, no counterclaim of Tenant based upon any claim against Landlord will be brought by Tenant in such proceeding.

29. END OF LEASE, ABANDONED PROPERTY:

At the end of the Lease, Tenant shall vacate and surrender to Landlord the Apartment, broom clean, in good order and in the same condition as it was at the time when Tenant first occupied the Apartment under the Lease or a prior lease, except for ordinary wear and tear, and Tenant shall remove all of Tenant's property. If the last day of the term of the Lease or any renewal thereof, falls on Sunday, the Lease shall end at noon on the preceding Saturday unless it be a legal holiday in which case it shall expire at noon on the preceding business day. All property, installations and additions required to be removed by Tenant at the end of the Lease which remain in the Apartment after Tenant's removal, shall be considered abandoned by Tenant and at the option of Landlord may either be retained as Landlord's property or may be removed by landlord, at Tenant's expense. Tenant agrees to pay Landlord for all costs and expenses in either removing Tenant's property or in restoring the damage caused to the Apartment by the removal of the changes or additions made by Tenant in the Apartment. The provisions of this paragraph shall survive the expiration of the Lease.

30. DEFINITIONS:

The term "Landlord" as used in this Lease means only the owner or the mortgagee in possession for the time being of the land and building (or the owner of the lease of the building or of the land and building) of which the Apartment forms a part, so that in the event of any sale or sales of said land and building or of said lease, or in the event of a lease of said building or of the land and building, the said Landlord shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder. The word "reentry" as used in this Lease is not restricted to its technical legal meaning.

If Landlord is the General Partner of a New York Limited Partnership, no present or future General Partner or Limited Partner of such partnership shall have any personal liability with respect to this Lease or other obligation entered into by such partnership. No attempt shall be made to impose any such personal liability pursuant to this Lease, or other obligation upon any such Partner and no recourse shall be had against the capital contribution due to the Partnership from any Limited Partner.

31. SUCCESSOR INTERESTS:

The covenants, conditions and agreements contained in this Lease shall bind and insure to the benefit of Landlord and Tenant and, except as otherwise provided in this lease, their respective heirs, distributees, executors, administrators, successors and assigns.

32. PRIOR DEFAULT:

If Tenant shall, before the date above fixed for the commencement of the term hereof, default in the performance of any agreement by Tenant contained in any other lease or letting by Landlord to Tenant, then, at the option of Landlord, this Lease shall not go into effect, and Tenant shall not be entitled to possession hereunder.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED THIS LEASE.

By \_\_\_\_\_  
Landlord

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
TENANT

RULES AND REGULATIONS ATTACHED TO AND MADE A PART  
OF THE LEASE IN ACCORDANCE WITH SECTION 10

1. The sidewalks, entrances, driveways, elevators, stairways, or halls shall not be blocked by any Tenant or used for any purpose other than for entering and leaving from the Apartment and for deliveries in a fast and proper manner using elevators and passageways chosen for such deliveries by Landlord. Neither Tenant, member of Tenant's family, guests or visitors shall loiter in the public halls or areas of the building.
2. The water and wash closets and plumbing fixtures shall not be used for any purposes other than those for which they were designed or built and no sweeping, rubbish bags, acids or other substances shall be placed in them. Tenant shall be responsible to Landlord for any breakage, or stoppage and any damage resulting from the disobedience of this rule by Tenant.
3. No baby carriages, tricycles, bicycles or any other similar articles shall be allowed to stand in the halls, passageways, areas or courts of the building.
4. There shall be no playing in the public halls, stairways, elevators or any of the exterior landscaped areas.
5. The laundry and drying apparatus of Landlord shall be used in such manner and at such times as Landlord may direct. Tenant shall not dry or air clothes on the roof, balcony or terrace.
6. No garbage cans, ice, milk bottles, mats or other articles shall be placed in the halls or on the staircase, landings, nor shall anything be hung from the windows, terraces or balconies, or placed upon the window sills. Nor shall any linens, cloths, clothing, curtains, rugs or mops be shaken or hung from or on any of the windows, doors, balconies or terraces.
7. No employees of the Landlord shall be sent out of the building by any Tenant at any time for any purpose.
8. The Landlord may retain a pass key to the Apartment. No Tenant may install any lock or knocker on any door or window of the Apartment except to the extent and in the manner allowed by law and immediately upon making any such installation, Tenant shall notify Landlord or Landlord's agent thereof and shall give Landlord or Landlord's agent a duplicate key thereto. No changes shall subsequently be made to the locks or mechanism thereof without consent of Landlord and delivery of duplicate key thereto. Each Tenant must, upon the termination of the tenancy, return to Landlord all keys, either furnished to, or otherwise obtained by such Tenant from Landlord, and in the event of the loss of any keys so furnished, Tenant shall pay to Landlord the cost of replacing them.
9. No awnings, or other projections shall be attached to the outside walls of the building, or to the balconies or terraces and no blinds, shades, or guards, shall be attached to or hung in, or used in connection with any window or door of the demised premises without the prior written consent of Landlord.
10. No dogs or animals of any kind shall be kept or harbored in the Apartment, unless in each instance it be expressly permitted in writing by Landlord, and such consent, if given, shall be revocable by Landlord at any time for good cause. In no event shall any dog be permitted on any passenger elevator or in any public portion of the building unless carried or on a leash, nor on any grass or garden plot under any condition. **BECAUSE OF THE HEALTH HAZARD AND POSSIBLE DISTURBANCE OF OTHER TENANTS WHICH ARISE FROM THE UNCONTROLLED PRESENCE OF ANIMALS, ESPECIALLY DOGS, IN THE BUILDING, THE STRICT ADHERENCE TO THE PROVISIONS OF THIS RULE BY EACH TENANT IS A MATERIAL REQUIREMENT OF EACH LEASE AGREEMENT. ANY FAILURE OF TENANT TO OBEY THIS RULE AND REGULATION SHALL BE DEEMED A SERIOUS VIOLATION OF ANY IMPORTANT OBLIGATION OF TENANT UNDER THIS AGREEMENT, AND LANDLORD MAY ELECT TO END THIS LEASE BASED UPON SUCH VIOLATION.**

11. No radio, C.B. or television installation shall be made without written consent of Landlord. Any aerial erected on the roof, balcony, terrace or exterior walls of the building without the consent of Landlord, in writing, may be removed by Landlord without notice at the expense of Tenant.

12. No Tenant shall make or permit any disturbing noise in the building by himself, his family, guests, employees, or visitors, nor do or permit anything to be done by such persons will interfere with the rights, comforts or convenience of other tenants. No Tenant shall play upon, or allow to be played upon, any musical instruments or operate or allow to be operated a phonograph or radio, television receiver or any instrument in the Apartment if it shall disturb or annoy any other occupant of the building. Tenant shall not give vocal or instrumental instruction in the Apartment at any time.

13. No Tenant or any member of Tenant's family or any guest or other person invited or permitted into the apartment by Tenant shall use or occupy the premises or any part thereof, including the common areas of the building or buildings of the project, and also including any portion of the grounds of the project, or allow same to be used or occupied for the unlawful trade, manufacture distribution, storage, and/or sale of marijuana or of any controlled substance as more specifically defined and set forth in Section 3306 of the Public Health Law and Section 220 of the Penal Law of the State of New York, or for possession of a controlled substance such as would constitute a violation of Section 220.16, Section 220.18, or Section 220.21 of the Penal Law of the State of New York.

14. No Tenant, member of Tenant's family, or any guest or other person invited or permitted into the Apartment or common areas of the building or onto the grounds of the project by the Tenant or by a member of the Tenant's family in occupancy with Tenant, shall engage in conduct which would constitute the unlawful possession of a "weapon" as defined in Article 265.00 of the Penal Law of the State of New York, nor shall such person use or display a "weapon" as defined in Section 265.00 of the Penal Law of the State of New York, either in the apartment or in the common areas of the building or anywhere upon the grounds of the project.

GUARANTY

FOR VALUE RECEIVED, and in consideration for, and as an inducement to landlord to enter into the foregoing Lease, the undersigned jointly and severally hereby unconditionally guaranty to Landlord, its successors and assigns, the payment of the rent, additional rent and other sums payable by Tenant pursuant to said Lease and the full performance and observance by Tenant of all the other terms, covenants, conditions and agreements therein provided to be performed and observed by Tenant without requiring any notice of nonpayment, nonperformance, or nonobservance, or proof of notice or demand, whereby to charge the undersigned, all of which the undersigned hereby expressly waive, and the undersigned expressly agree that this guaranty shall not be terminated, affected or impaired in any way or manner whatsoever by reason of the assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of said Lease, or by reason of summary or other proceedings against Tenant, or by the omission of Landlord to enforce any of its rights against Tenant, or by reason of any extensions of time or indulgences granted by Landlord to Tenant. The undersigned further covenant and agree that this guaranty shall remain and continue in full force and effect as to any renewal, extension or modification of said Lease. Further, the undersigned covenant and agree that in any action or proceeding brought by either Landlord or the undersigned against the other on any matters whatsoever arising out of, under or by virtue of the terms of said Lease or of this guaranty, the undersigned shall and do hereby waive trial by jury.

\_\_\_\_\_  
GUARANTOR (L.S.)

\_\_\_\_\_  
GUARANTOR (L.S.)

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ADDRESS

Dated: \_\_\_\_\_, 20 \_\_\_\_

(STATE OF NEW YORK)  
(COUNTY OF \_\_\_\_\_) ss:

On this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known and known to me to be the person(s) mentioned and described in, and who executed, the foregoing guaranty, and (he) (they) duly (severally) acknowledged to me that (he) (they) executed the same.

\_\_\_\_\_