

**AMENDMENT TO APARTMENT LEASE AGREEMENT**

This Amendment to Apartment Lease Agreement (this "Amendment") is made and entered into on this 13th day of February, 2009 (the "Effective Date") by and between Frank Signore ("Resident", whether one or more) and One City Center Residential, LLC (the "Owner") upon the terms and conditions stated herein.

The purpose of this Amendment is to modify the Apartment Lease Agreement (the "Lease") dated 05/01/2009 by and between Resident and Owner whereby Resident leased unit 302 (the "Unit") at the One City Center.

For and in consideration of the mutual promises contained herein and in the Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, it is agreed as follows:

1. Changes to the Lease. Commencing as of the Effective Date, the parties agree that the Lease shall be modified as follows:  
Effective May 1, 2010 to October 31, 2010 rent will be \$2197.
  
2. Conflicts. Except as modified by this Amendment, the Lease is hereby ratified by the parties hereto and declared to be in full force and effect. In the event that there is a conflict between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall control.

EXECUTED as of the Effective Date.

**OWNER:**

One City Center Residential, LLC

Signature: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RESIDENT(S):**

Signature: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Date: \_\_\_\_\_



Apartment Lease Contract

Date of Lease Contract: May 1, 2009 (when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

Moving In -- General Information

1. PARTIES. This Lease Contract (sometimes referred to as the "lease") is between you, the resident(s) (list all people signing the Lease Contract): Frank Signore

and us, the owner: One City Center Residential, LLC

(name of apartment community or title holder). You've agreed to rent Apartment No. 302, at One City Place (street address)

in White Plains (city), New York, 10601 (zip code) for use as a private residence only.

The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest or assigns). Written notice to or from our managers constitutes notice to or from us.

2. OCCUPANTS. The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract):

Name of Occupant Occupant's Date of Birth

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 3 consecutive days without our prior written consent, and no more than twice that many days in any one month.

3. LEASE TERM. The initial term of the Lease Contract begins on the 1st day of May, 2009, and ends at midnight the 31st day of October, 2010. This Lease will automatically renew month-to-month unless either party gives at least 60 days written notice of termination or intent to move-out as required by paragraph 37.

4. SECURITY DEPOSIT. Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ 2380.00, due on or before the date this Lease Contract is signed.

5. KEYS AND FURNITURE. You will be provided 2 apartment key(s), 1 mailbox key(s), and 2 other access devices for Fob/Remote. Your apartment will be [check one]: [ ] furnished or [x] unfurnished.

6. RENT AND CHARGES. Unless modified by addenda, you will pay \$ 2197.00 per month for rent, payable in advance and without demand [check one]:

- [x] at the on-site manager's office, or [ ] at our online payment site, or [ ] at

Prorated rent of \$ is due for the remainder of the [check one]: [x] 1st month or [ ] 2nd month, on May 1, 2009.

Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission.

If you don't pay all rent on or before the 5th day of the month, you'll pay an initial late charge of \$ 10 plus a late charge of \$ 0.00 per day after that date until paid in full. Daily late charges will not exceed 15 days for any single month's rent. You'll also pay a charge of \$ 50.00 for each returned check, plus initial and daily late charges from due date until we receive acceptable payment.

7. UTILITIES. We'll pay for the following items, if checked:

- [ ] water [ ] gas [ ] electricity [ ] master antenna [ ] wastewater [ ] trash [ ] cable TV [ ] other

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected--including disconnection for not paying your bills--until the lease term or renewal period ends.

8. INSURANCE. We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants,

We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

Additionally, you are [check one] [x] required to purchase personal liability insurance [ ] not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required.

9. LOCKS AND LATCHES. Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done either before you move in or, if the apartment has a keyless deadbolt on each exterior door, within 10 days after you move in.

What You Are Now Requesting. You now request the following to be installed at your expense (if one is not already installed), subject to any statutory restrictions on what you may request.

- [ ] keyed deadbolt lock [ ] doorviewer [ ] keyless deadbolt [ ] sliding door pinlock [ ] sliding door bar

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your family, occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair, install, change or rekey the same device during the 30 days preceding your request and we have complied with your request.

Special Provisions and "What If" Clauses

10. SPECIAL PROVISIONS. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed lease form.

\$ 2197.00 (not to exceed 100% of the highest monthly rent during the lease term) if you:

- (1) fail to give written move-out notice as required in paragraphs 23 or 37; or (2) move out without paying rent in full for the entire lease term or renewal period; or (3) move out at our demand because of your default; or (4) are judicially evicted.

The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease Contract. See the first paragraph of page 2.

See page 6 for any additional special provisions.

11. EARLY MOVE-OUT. You'll be liable to us for a reletting charge of Frank Signore

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**Not a Release.** The reletting charge is not a Lease Contract cancellation fee or buyout fee. It is an agreed-to liquidated amount covering only part of our damages, that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

**12. REIMBURSEMENT.** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following if occurring during the lease term or renewal period: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver. All said sums shall be considered additional rent.

**13. PROPERTY LEFT IN APARTMENT.** "Apartment" excludes common areas but includes interior living areas and exterior patios, balconies, and attached garages and storerooms for your exclusive use.

**Removal After We Exercise Our Rights for Non-Payment of Rent or Abandonment.** If your rent is delinquent or you have abandoned your apartment, our representative may peacefully enter the apartment after notice, and, subject to procedures required by state statute, remove your property. We're not liable for casualty loss, damage or theft for property removed or stored under this section.

**14. FAILING TO PAY FIRST MONTH'S RENT.** If you don't pay the first month's rent when or before the Lease Contract begins, all future rent will be automatically accelerated without notice and immediately due. We also may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. Our rights and remedies under paragraphs 11 and 32 apply to acceleration under this paragraph.

#### While You're Living in the Apartment

**18. COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

**19. LIMITATIONS ON CONDUCT.** The apartment and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. You are responsible for the actions and behavior of your guests and the violation of the rules and regulations by your guests is attributable to you and you will be considered in violation of the terms and conditions of this Lease Contract. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants. You may not permit any window in the apartment to be cleaned from the outside in violation of Section 202 of the NYS Labor Law.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

**20. PROHIBITED CONDUCT.** You and your occupants or guests may not engage in the following activities: behaving in a loud or obnoxious

**15. RENT INCREASES AND LEASE CONTRACT CHANGES.** No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 18. If, at least 5 days before the advance notice deadline referred to in paragraph 3, we give you written notice of rent increases or lease changes effective when the lease term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or lease changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 37.

**16. DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or lease termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

(1) If we give written notice to any of you when or after the initial term as set forth in Paragraph 3—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.

(2) If we give written notice to any of you before the initial term as set forth in Paragraph 3 and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in Paragraph 3 for all purposes. This new date may not be moved to an earlier date unless we and you agree.

**17. DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others.

**21. PARKING.** We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license or no current inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in a space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated "no parking" area; or
- (10) is parked in a space marked for other resident(s) or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster.

**22. RELEASE OF RESIDENT.** Unless you're entitled to terminate this Lease Contract under paragraphs 10, 16, 23, 31, or 37, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

**SENIOR CITIZEN EARLY TERMINATION.** You may terminate your lease if you are a senior citizen and are permanently relocating to a subsidized senior citizen housing facility, subsidized assisted living or a nursing home. You must give us a minimum of thirty (30) days or one complete pay period advance notice and provide us with proof of acceptance in the new facility. You must pay all rent and additional rent up to the date you remove from the premises.

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Frank Signore

**23. MILITARY PERSONNEL CLAUSE.** You may terminate the Lease Contract if you enlist or are drafted or commissioned and on active duty in the U.S. Armed Forces. You also may terminate the Lease Contract if:

- (1) you are (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; *and*
- (2) you (i) receive orders for permanent change-of-station, (ii) receive orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, or (iii) are relieved or released from active duty.

After you deliver to us your written termination notice, the Lease Contract will be terminated under this military clause 30 days after the date on which your next rental payment is due. You must furnish us a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or written notification from your commanding officer. Military permission for base housing does not constitute change-of-station order. After you move-out, we'll return your security deposit, less lawful deductions. For the purposes of this Lease Contract, orders described in (2) above will only release the resident who qualifies under (1) and (2) above and receives the orders during the Lease Contract term and such resident's spouse or legal dependents living in the resident's household. A co-resident who is not your spouse or dependent cannot terminate under this military clause. Unless you state otherwise in paragraph 10, you represent when signing this Lease Contract that: (1) you do not already have deployment or change-of-station orders; (2) you will not be retiring from the military during the Lease Contract term; and (3) the term of your enlistment or obligation will not end before the Lease Contract term ends. Even if you are entitled to terminate this Lease Contract under this paragraph, liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the lease term when and if you move out, less rents from others received in mitigation under paragraph 32. You must immediately notify us if you are called to active duty or receive deployment or permanent change-of-station orders.

**24. RESIDENT SAFETY AND PROPERTY LOSS.** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless bolting devices, window latches, and other safety or security devices. You agree to make every effort to follow the Security Guidelines on page 5.

**Smoke Detectors.** We'll furnish smoke detectors as required by statute, and we'll test them and provide working batteries when you first take possession. After that, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke-detector malfunctions to us. Neither you nor others may disable smoke detectors. If you damage or disable the smoke detector or remove a battery without replacing it with a working battery, you may be liable to us for \$100 plus one month's rent, actual damages, and attorney's fees. If you disable or damage the smoke detector, or fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water.

**Casualty Loss.** We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. *We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice.* Unless we instruct otherwise, you must--for 24 hours a day during freezing weather--(1) keep the apartment heated to at least 50 degrees; (2) keep cabinet and closet doors open; and (3) drip hot and cold water faucets. You'll be liable for damage to our and others' property if damage is caused by broken water pipes due to your violating these requirements. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

**Crime or Emergency.** Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. You won't treat any of our security measures as an express or implied warranty of security, or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by statute. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

**25. CONDITION OF THE PREMISES AND ALTERATIONS.** You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You'll be given an Inventory and Condition form on or before move-in. Within 48 hours after move-in, you must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

**26. REQUESTS, REPAIRS, AND MALFUNCTIONS.** IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST--FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS--IT MUST BE SIGNED AND IN WRITING TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. *Rent will not abate in whole or in part.*

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease Contract within a reasonable time by giving you written notice. If the Lease Contract is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

**27. ANIMALS.** No animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing. If we allow an animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize a support animal for a disabled (handicapped) person. We may require a written statement from a qualified professional verifying the need for the support animal. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during the term of your occupancy (with or without your consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal in accordance with applicable law and paragraph 32 of this lease and the Animal Addendum.

**28. WHEN WE MAY ENTER.** If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives or other persons listed in (2) below may peacefully enter the apartment at reasonable times for the purposes listed in (2) below. If nobody is in the apartment, such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary) in emergencies if:

- (1) written notice of the entry is left in a conspicuous place in the apartment immediately after the entry; and
- (2) entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector batteries; retrieving unreturned tools, equipment or appliances; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; stopping excessive noise; removing health or safety hazards (including hazardous materials) in accordance with applicable law; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a

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search or arrest warrant, or in hot pursuit; showing the apartment to prospective residents (after move-out or vacate notice has been given); or showing to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and our lenders; appraisers, contractors, prospective buyers, or insurance agents.

29. **MULTIPLE RESIDENTS OR OCCUPANTS.** Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are

considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of lease termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Security-deposit refunds and deduction itemizations of multiple residents will comply with paragraph 42.

### Replacements

30. **REPLACEMENTS AND SUBLETTING.** You are not permitted to sublease your apartment except in accordance with Section 226B of the New York State Real Property Law. If you wish to replace a resident, sublet or assign this lease other than in accordance with 226B of the New York State Real Property Law, same is allowed only if we consent in writing. If we consent to a replacement resident, sublessee or assignee acceptable to us, and you receive our written consent, then:

- (1) a reletting charge will not be due;
- (2) a reasonable administrative (paperwork) and/or a transfer fee will be due, and a rekeying fee will be due if rekeying is requested or required; and

- (3) the departing and remaining residents will remain liable for all lease obligations for the rest of the original lease term.

**Procedures for Replacement.** If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original lease term unless we agree otherwise in writing—even if a new Lease Contract is signed.

### Responsibilities of Owner and Resident

31. **RESPONSIBILITIES OF OWNER.** We'll act with customary diligence to:

- (1) keep common areas reasonably clean, subject to paragraph 25;
- (2) maintain fixtures, furniture, hot water, heating and A/C equipment;
- (3) substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above, you may terminate this Lease Contract and exercise other remedies under state statute only as follows:

- (a) you must make a written request for repair or remedy of the condition, and all rent must be current at the time;
- (b) after receiving the request, we have a reasonable time to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities;
- (c) if we haven't diligently tried to repair within a reasonable time, you must then give us written notice of intent to terminate the Lease Contract unless the repair is made within 7 days; and
- (d) if repair hasn't been made within 7 days, you may terminate this Lease Contract and exercise other statutory remedies. Security deposits and prorated rent will be refunded as required by law.

32. **DEFAULT BY RESIDENT.** You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (6) any illegal drugs or paraphernalia are found in your apartment; (7) you or any guest or occupant engages in any of the prohibited conduct described in Paragraph 20; or (8) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government.

**Eviction.** Except for non-payment of rent, if you default we may end your right of occupancy by giving you twenty-four hours written notice to vacate. Notice may be by (1) regular mail, (2) certified mail, return receipt requested, (3) personal delivery to any resident, (4) personal delivery at the apartment to any occupant of suitable age, or (5) affixing the notice to the outside of the apartment's main entry door. If you fail to pay rent and your tenancy is terminated by summary proceeding or otherwise, or you are otherwise in default when your tenancy is terminated and if such termination takes place, subject to our mitigation obligations set forth below, rent for the full balance of the term will immediately be due and payable. Termination of your possessory rights or subsequent reletting doesn't release you from liability for future rent or other lease obligations. After giving notice to vacate or filing an eviction suit we may still accept rent or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction, or any other contractual or statutory right. Accepting money at any time doesn't waive our right to damages, past or future rent or other sums, or to continue with eviction proceedings, nor shall any restrictive language be placed on the check be binding upon us,

but the receipt of same may be applied to monies due to us, at our discretion.

**Acceleration.** All monthly rent for the rest of the lease term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the lease term or renewal period ends; and (2) you've not paid all rent for the entire lease term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent also will be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations below. We do not have to wait until the end of the lease term or to have mitigated our losses but may sue you immediately for the rent balance. You will also be required to pay us as part of the suit our legal expenses and costs to bring the suit and obtain a judgment, provided we are the prevailing party.

**Holdover.** You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) rent for the holdover period will be increased by 25% over the then-existing rent, without notice; (3) you'll be liable to us for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (4) at our option, we may extend the lease term—for up to one month from the date of notice of lease extension—by delivering written notice to you or your apartment while you continue to hold over or we may immediately commence summary dispossession proceedings to regain possession of the premises. If we bring such action you will be liable for attorney's fees and disbursements, as additional rent, providing we are the prevailing party.

**Other Remedies.** If your rent is delinquent and we give you 5 days' prior written notice, we may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10, in addition to other sums due. Upon your default, we have all other legal remedies, including lease termination and/or termination of your right to possession, without terminating this Lease Contract, and all other remedies available under applicable state laws. Unless a party is seeking exemplary, punitive, sentimental or personal-injury damages, the prevailing party may recover from the non-prevailing party attorney's fees and all other litigation costs which sums are considered additional rent and may be sued for in the original action. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 9% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

**Mitigation of Damages.** If you move out early or are evicted, you'll be subject to paragraph 11 and all other remedies. We'll exercise customary diligence to relet and minimize damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

### General Clauses

33. **MISCELLANEOUS.** Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties

or other obligations on us or our representatives unless in writing. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances. Except when notice or demand is required by

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statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers and/or attorneys are specifically authorized and constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed. Notices may not be given by email.

Exercising one remedy won't constitute an election or waiver of other remedies. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option. All lease obligations must be performed in the county where the apartment is located.

Except to the extent mandated by applicable law, we have made no representations or warranties concerning the apartment, and we deny any express or implied warranties have been made unless required by applicable law.

**WAIVER OF JURY TRIAL AND COUNTERCLAIM.** To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute common law, and/or related to this Lease Contract shall be to a judge and not a jury. Tenant specifically waives their right to bring a counterclaim in any summary

proceeding for non-payment of rent or a summary holdover proceeding.

All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

**34. PAYMENTS.** Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent--regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After default, and the matter has been referred to our attorney, we do not have to accept rent or other payments unless payment of all rent, additional rent, costs and fees are paid in full.

**35. ASSOCIATION MEMBERSHIP.** We represent that either: (1) we; (2) the management company that represents us; or (3) any locator service that procured you for us is, at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the dwelling is located. The member is either an owner/management company member or an associate member doing business as a locator service (whose name and address is disclosed at the end of this Lease Contract). If not, this Lease Contract is, at your option, voidable and unenforceable by us (except for property damages); and we may not recover past or future rent or other charges. The above remedies also apply if both of the following occur: (1) the Lease Contract is automatically renewed on a month-to-month basis two or more times after membership in the above associations has lapsed, and (2) neither the owner nor the management company is a member of such associations at the time of the third automatic renewal.

### Security Guidelines for Residents

**36. SECURITY GUIDELINES.** In cooperation with the National Apartment Association, we'd like to give you some important safety guidelines. We recommend that you follow these guidelines and use common sense in practicing safe conduct. Inform all other occupants in your dwelling, including any children you may have, about these guidelines.

#### PERSONAL SECURITY--WHILE INSIDE YOUR APARTMENT

1. Lock your doors and windows--even while you're inside.
2. Engage the keyless deadbolts on all doors while you're inside.
3. When answering the door, see who is there by looking through a window or peephole. If you don't know the person, first talk with him or her without opening the door. Don't open the door if you have any doubts.
4. If children (who are old enough to take care of themselves) are left alone in your apartment, tell them to use the keyless deadbolt and refuse to let anyone inside while you are gone--regardless of whether the person is a stranger or an apartment maintenance or management employee.
5. Don't put your name, address, or phone number on your key ring.
6. If you're concerned because you've lost your key or because someone you distrust has a key, ask the management to rekey the locks. They will comply, as long as you pay for the rekeying.
7. Dial 911 for emergencies. If the 911 number does not operate in your area, keep phone numbers handy for the police, fire, and emergency medical services. If an emergency arises, call the appropriate governmental authorities first, then call the management.
8. Check your smoke detector monthly to make sure it is working properly and the batteries are still okay.
9. Check your doorlocks, window latches, and other devices regularly to be sure they are working properly.
10. If your doors or windows are insecure due to break-ins or malfunctioning locks or latches, stay with friends or neighbors until the problem is fixed.
11. Immediately report to management--in writing, dated and signed--any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems.
12. Immediately report to management--in writing, dated and signed--any malfunction of other safety devices outside your apartment, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
13. Close curtains, blinds, and window shades at night.
14. Mark or engrave your driver's license number or other identification on valuable personal property.

#### PERSONAL SECURITY--WHILE OUTSIDE YOUR APARTMENT

15. Lock your doors while you're gone. Lock any doorhandle lock, keyed deadbolt lock, sliding door pin lock, sliding door handle latch, and sliding door bar that you have.
16. Leave a radio or TV playing softly while you're gone.
17. Close and latch your windows while you're gone, particularly when you're on vacation.
18. Tell your roommate or spouse where you're going and when you'll be back.
19. Don't walk alone at night. Don't allow your family to do so.
20. Don't hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
21. Don't give entry keys, codes or electronic gate cards to anyone.
22. Use lamp timers when you go out in the evening or go away on vacation. They can be purchased at most hardware stores.
23. Let the manager and your friends know if you'll be gone for an extended time. Ask your neighbors to watch your apartment since the management cannot assume that responsibility.
24. While on vacation, temporarily stop your newspaper and mail delivery, or have your mail and newspaper picked up daily by a friend.
25. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.

#### PERSONAL SECURITY--WHILE USING YOUR CAR

26. Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
27. Don't leave exposed items in your car, such as cassette tapes, wrapped packages, briefcases, or purses.
28. Don't leave your keys in the car.
29. Carry your key ring in your hand whenever you are walking to your car--whether it is daylight or dark and whether you are at home, school, work, or on vacation.
30. Always park in a well-lighted area. If possible, try to park your car in an off-street parking area rather than on the street.
31. Check the backseat before getting into your car.
32. Be careful when stopping at gas stations or automatic-teller machines at night--or anytime when you suspect danger.

#### PERSONAL SECURITY AWARENESS

No security system is failsafe. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.

### When Moving Out

**37. MOVE-OUT NOTICE.** Before moving out, you must give our representative advance written move-out notice as provided below. Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire lease term if you move out early (paragraph 22) except under the military clause (paragraph 23). **YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:**

- We must receive advance written notice of your move-out date. The advance notice must be at least the number of days of notice required in paragraph 3. Oral move-out notice will not be accepted and will not terminate your Lease Contract.
- Your move-out notice must not terminate the Lease Contract sooner than the end of the lease term or renewal period.

**YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE.** Please use our written move-out form.

You must obtain from our representative written acknowledgment that we received your move-out notice. If we terminate the Lease Contract, we must give you the same advance notice--unless you are in default.

**38. MOVE-OUT PROCEDURES.** The move-out date can't be changed unless you and we both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in reletting charges and acceleration of future rent payments under paragraphs 11 and 32. You're prohibited from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

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39. **CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.
40. **MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.
41. **SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.** You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under paragraph 13; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraphs 6 and 27; government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for owner/manager's time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 5 if you fail to return them on or before your actual move-out date; (2) accelerated rent if you have violated paragraph 32; and (3) a reletting fee if you have violated paragraph 11.

42. **DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.** We'll mail you your security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 30 days after surrender or abandonment, unless statutes provide otherwise.

You have surrendered the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; or (2) all apartment keys and access devices listed in paragraph 5 have been turned in where rent is paid--whichever date occurs first.

You have abandoned your dwelling unit if: (1) you have failed to: (A) pay; or (B) offer to pay; rent due under this Lease Contract; and (2) we reasonably conclude that the circumstances indicate that you have surrendered possession of the apartment. In reaching such a conclusion, we will take into account all relevant circumstances, including the following: (1) everyone appears to have moved out in our reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed in our reasonable judgment; (3) you've been in default for non-payment for 5 consecutive days or water, gas, or electric service for the apartment not connected in our name has been terminated; (4) you've not responded for 2 days to our notice left inside the main entry door, stating that we consider the apartment abandoned; or (5) we have determined that the sole resident of the apartment has died.

Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 13), but do not affect our mitigation obligations (paragraph 32).

**Signatures, Originals and Attachments**

43. **ORIGINALS AND ATTACHMENTS.** This Lease Contract has been executed in multiple originals, with original signatures--one for you and one or more for us. Our rules and community policies, if any, will be attached to the Lease Contract and given to you at signing. When an Inventory and Condition form is completed, both you and we should retain a copy. The items checked below are attached to this Lease Contract and are binding even if not initialed or signed.

- Animal Addendum
- Inventory and Condition Form
- Mold Addendum
- Enclosed Garage Addendum, dated 05/01/2009
- Community Policies Addendum, dated 05/01/2009
- Lease Contract Guaranty ( \_\_\_\_\_ guaranties, if more than one)
- Notice of Intent to Move Out Form
- Parking Permit or Sticker (quantity: 1 )
- Satellite Dish or Antenna Addendum
- Asbestos Addendum (if asbestos is present)
- Lead Hazard Information and Disclosure Addendum (federal)
- Utility Addendum
- Remote Control, Card or Code Access Gate Addendum, dated 05/01/2009
- Lease Contract Buy-Out Agreement
- Intrusion Alarm Addendum, dated 05/01/2009
- Other Restricted Animal List
- Other \_\_\_\_\_

Resident or Residents (all sign below)

Owner or Owner's Representative (signing on behalf of owner)

Address and phone number of owner's representative for notice purposes

One City Place, Ste. 2A  
White Plains, NY 10601  
(914) 997-1800

Name and address of locator service (if applicable)

Date form is filled out (same as on top of page 1) 05/01/2009

You are legally bound by this document.  
Read it carefully before signing.

SPECIAL PROVISIONS (CONTINUED FROM PAGE 1).

One City Place  
Frank Signore

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Animal Addendum

Becomes part of Lease Contract

Date: February 13, 2009 (when this Addendum is filled out)

Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for your animal, you'll be held liable if it causes any damage or disturbs other residents.

In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests; and the terms "we," "us," and "our" refer to the owner named in the Lease Contract (not to the property manager or anyone else).

1. DWELLING UNIT DESCRIPTION. Apt. No. 302, One City Place (street address) in White Plains (city), New York, 10601 (zip code).

Housebroken? Animal owner's name:

2. LEASE CONTRACT DESCRIPTION. Lease Contract date: May 1, 2009. Owner's name: One City Center Residential, LLC

9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form: Please see attached: Restricted Animal List

Residents (list all residents): Frank Signore

The Lease Contract is referred to in this Addendum as the "Lease Contract."

3. CONDITIONAL AUTHORIZATION FOR ANIMAL. You may keep the animal that is described below in the dwelling until the Lease Contract expires. But we may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your animal, your guests, or any occupant violate any of the rules in this Addendum.

4. ANIMAL DEPOSIT. An animal deposit of \$ will be charged. We [check one] will consider, or [X] will not consider this additional security deposit the general security deposit for all purposes. The security deposit amount in Provision 4 of the Lease Contract [check one] does, or [X] does not include this additional deposit amount. Refund of the animal deposit will be subject to the terms and conditions set forth in Provision 4 of your Lease Contract regardless of whether it is considered part of the general security deposit.

10. EMERGENCY. In an emergency involving an accident or injury to your animal, we have the right, but not a duty, to take the animal to the following veterinarian for treatment, at your expense.

Doctor: Address: City/State/Zip: Phone:

5. ADDITIONAL MONTHLY RENT. Your total monthly rent (as stated in the Lease Contract) will be increased by \$ . The monthly rent amount in Provision 6 of the Lease Contract [check one] includes [X] does not include this additional animal rent.

6. ADDITIONAL FEE. You must also pay a one-time fee of \$ for having the animal in the dwelling unit. It is our policy to not charge a deposit for support animals.

7. LIABILITY NOT LIMITED. The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.

8. DESCRIPTION OF ANIMAL. You may keep only the animal described below. You may not substitute any other animal for this one. Neither you nor your guests or occupants may bring any other animal--mammal, reptile, bird, fish, rodent, or insect--into the dwelling or apartment community.

Animal's name: Type: Breed: Color: Weight: Age: City of license: License no.: Date of last rabies shot:

11. ANIMAL RULES. You are responsible for the animal's actions at all times. You agree to abide by these rules:

- The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.
Dogs, cats, and support animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.
Inside, the animal may urinate or defecate only in these designated areas:
Outside, the animal may urinate or defecate only in these designated areas:
Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.
You must not let an animal other than support animals into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units.
Your animal must be fed and watered inside the dwelling unit. Don't leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use.



- You must keep the animal on a leash and under your supervision when outside the dwelling or any private fenced area. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We may impose reasonable charges for picking up and/or keeping unleashed animals.
  - Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate *anywhere* on our property. You must take the animal off our property for that purpose. If we allow animal defecation inside the dwelling unit in this Addendum, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.
- 12. ADDITIONAL RULES.** We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.
- 13. VIOLATION OF RULES.** If you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon our judgment) and we give you written notice, you must remove the animal immediately and permanently from the premises. We also have all other rights and remedies set forth in paragraph 27 of the Lease Contract, including damages, eviction, and attorney's fees to the extent allowed by law.
- 14. COMPLAINTS ABOUT ANIMAL.** You must immediately and permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents.
- 15. OUR REMOVAL OF ANIMAL.** In some circumstances, we may allow animal control or a local humane society to enter the dwelling unit and remove the animal in accordance with applicable law if, in our sole judgment, you have:
- abandoned the animal;
  - left the animal in the dwelling unit for an extended period of time without food or water; or
  - failed to care for a sick animal.

If you have violated our animal rules or let the animal defecate or urinate where it's not supposed to you will be subject to eviction and other remedies under paragraphs 27, 28 or 32 of the Lease Contract.

**16. LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.** You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the dwelling unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

As owner of the animal, you're strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You'll indemnify us for all costs of litigation and attorney's fees resulting from any such damage.

**17. MOVE-OUT.** When you move out, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We--not you--will arrange for these services.

**18. MULTIPLE RESIDENTS.** Each resident who signed the Lease Contract must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the resident does not own the animal.

**19. GENERAL.** You acknowledge that no other oral or written agreement exists regarding animals. Except for written rule changes under paragraph 9 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing. This Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

**This is a binding legal document. Read it carefully before signing.**

**Resident or Residents**  
(All residents must sign)

**Owner or Owner's Representative**  
(Signs below)

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

\_\_\_\_\_

Frank Signore

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**RIVERSTONE RESIDENTIAL GROUP**

**RESTRICTED ANIMAL LIST**  
*(included but not limited to)*

**Breeds of Dogs:**

**Pit Bulls**  
**Rottweilers**  
**German Shepherds**  
**Huskies**  
**Malamutes**  
**Dobermans**  
**Chowchows**  
**St. Bernard's**  
**Great Danes**  
**Akitas**  
**Terriers (*Staffordshire*)**  
**American Bull Dog**

**Any hybrid or mixed breed of one of the aforementioned breeds**

**Poisonous Animals:**

**Tarantulas**  
**Piranhas**

**Exotic Animals:**

**Reptiles (*snakes, iguanas*)**  
**Ferrets**  
**Skunks**  
**Raccoons**  
**Squirrels**  
**Rabbits**  
**Birds (*parrots, cockatiels, macaws*)**

UTILITY ADDENDUM FOR WATER, SEWER, GAS,  
TRASH AND ELECTRIC SERVICE



This Utility Addendum is incorporated into the Lease dated May 1, 2009 between One City Center Residential, LLC ("We") and Frank Signore ("You") of Apt. No. 302 and is in addition to all terms and conditions in the Lease. To the extent that the terms of this Utility Addendum conflict with those of the Lease, this Utility Addendum shall control.

1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.
  - a) **Water** service to your apartment will be paid by you either:
    - directly to the utility service provider; or
    - water bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
  - b) **Sewer** service to your apartment will be paid by you either:
    - directly to the utility service provider; or
    - sewer bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
  - c) **Gas** service to your apartment will be paid by you either:
    - directly to the utility service provider; or
    - gas bills will be billed by the service provider to us and then allocated to you based on the following formula: 8
  - d) **Trash** service to your apartment will be paid by you either:
    - directly to the service provider; or
    - trash bills will be billed to you based on the following formula: 4
  - e) **Electric** service to your apartment will be paid by you either:
    - directly to the utility service provider; or
    - electric bills will be billed by the service provider to us and then allocated to you based on the following formula: 1

METERING/ALLOCATION METHOD KEY

- "1" - Sub-metering of all of your water/gas/electric use
- "2" - Calculation of your total water use based on sub-metering of hot water
- "3" - Calculation of your total water use based on sub-metering of cold water
- "4" - Flat rate of \$ 30.00 per month
- "5" - Allocation based on the number of persons residing in your apartment unit
- "6" - Allocation based on the number of persons residing in your apartment unit using a ratio occupancy formula
- "7" - Allocation based on square footage of your apartment unit
- "8" - Allocation based on a combination of square footage of your apartment unit and the number of persons residing in your apartment unit
- "9" - Allocation based on the number of bedrooms in your apartment unit
- "10" - Allocation based on a lawful formula not listed here

(Note: if method "10" is selected, a separate sheet will be attached describing the formula used)

2. If an allocation formula above is used, we or our billing company will calculate your allocated share of the utility services in accordance with state and local laws. If allowed by state law, we at our sole discretion may change the above methods of determining your allocated share of the utility services, by written notice to you.

If a flat fee method is used, Resident and Owner agree that the charges indicated in this Agreement (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.

3. When billed by us directly or through our billing company, you must pay utility bills within 20 days of the date when the utility bill is issued at the place indicated on your bill, or the payment will be late. If a payment is late, you will be responsible for a late fee in the amount of \$ 7.00. The late payment of a bill or failure to pay any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment. To the extent there is a billing fee for the production of any utility bill or a set-up charge or initiation fee by our billing company, you shall pay such fees in the amount of \$ 10.00.
4. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the apartment. If you breach the Lease, you will be responsible for utility charges for the time period you were obligated to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your apartment and may charge a reasonable administration fee for billing for the utility service in the amount of \$ 4.75.
5. When you move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.
6. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the apartment unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the apartment due to such outages, interruptions, or fluctuations.
7. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease and this Utility Addendum.
8. Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.

9. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Utility Addendum and will supercede any conflicting provisions of this printed Utility Addendum and/or the Apartment Lease Contract.

A standard "Service Fee/Administration Fee" of \$3.25 will be included on each NW&P statement. A standard "Gas Administrative Fee/Administration Fee" of \$1.00 will be included on each NW&P statement. A standard "Trash Fee/Administration Fee" of \$.50 will be included on each NW&P statement. NOTE: City of White Plains Affordable Rental Housing Program includes gas & trash allowances in the monthly rent. The foregoing notwithstanding, you will pay to us as additional rent, on a monthly basis, operating expenses attributable to your apartment, including but not limited to gas bills incurred by us in the provision of heat and hot water to each apartment in the building. Your share of these operating expenses shall be allocated to you based on a combination of the square footage of your apartment and the number of persons residing in your apartment unit, and will be included in a separate monthly bill to you, which may or may not also include other utility services to your apartment, including but not limited to electricity and trash service.

Resident Signature _____	Date _____
Resident Signature _____	Date _____
Resident Signature _____	Date _____
Resident Signature _____	Date _____
Management _____	Date _____



**For More Information**

**The National Lead Information Center**

Call 1-800-424-LEAD (424-5323) to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit [www.epa.gov/lead](http://www.epa.gov/lead) and [www.hud.gov/offices/lead/](http://www.hud.gov/offices/lead/).

**EPA's Safe Drinking Water Hotline**

Call 1-800-426-4791 for information about lead in drinking water.

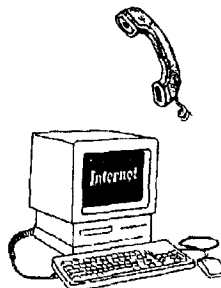
**Consumer Product Safety Commission (CPSC) Hotline**

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call 1-800-638-2772, or visit CPSC's Web site at: [www.cpsc.gov](http://www.cpsc.gov).

**State Health and Environmental Agencies**

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at [www.epa.gov/lead](http://www.epa.gov/lead) or contact the National Lead Information Center at 1-800-424-LEAD.

For the hearing impaired, call the Federal Information Relay Service at 1-800-877-8339 to access any of the phone numbers in this brochure.



**Simple Steps To Protect Your Family From Lead Hazards**

**If you think your home has high levels of lead:**

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.

11 12

New York State Department of Health  
1-800-522-5006

CPSC Main Office (includes New York)  
1-800-638-2772

EPA Region 2 Office (includes New York)  
1-732-321-6671

**FEDERALLY REQUIRED LESSOR DISCLOSURE, AGENT STATEMENT AND LESSEE ACKNOWLEDGMENT OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS**

**LEAD WARNING STATEMENT** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors (owners) must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees (residents) must also receive a federally approved pamphlet on lead poisoning prevention. (This addendum is a "pamphlet" within the meaning of federal regulations. The term "in the housing" below means either inside or outside the housing unit.)

**LEAD-FREE HOUSING** If the housing unit has been certified as "lead free" according to 24 CFR Section 35.82, the lead-based paint and lead-based paint hazard regulations do not apply, and it is not necessary to provide this addendum, or a lead-based paint warning pamphlet and lead-based paint disclosure statement, to the lessee (resident).

**LESSOR'S DISCLOSURE**

**Presence of lead-based paint and/or lead-based paint hazards** (check only one box)

- Lessor (owner) has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- Lessor (owner) knows that lead-based paint and/or lead-based paint hazards are present in the housing (explain).

**Records and reports available to lessor** (check only one box)

- Lessor (owner) has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
- Lessor (owner) has reports or records indicating the presence of some lead-based paint and/or lead-based paint hazards in the housing, and has provided the lessees (residents) with all such records and reports that are available to lessor (list documents).

**AGENT'S STATEMENT** If another person or entity is involved in leasing the dwelling as an agent of the lessor (i.e., as a management company, real estate agent or locator service acting for the owner), such agent represents that: (1) agent has informed the lessor of the lessor's obligations under 42 U.S.C 4852 (d); and (2) agent is aware of agent's responsibility to ensure that lessor complies with such disclosure laws. Such compliance may be through lessor himself or herself, or through lessor's employees, officers or agents. Lessor's obligations include those in 24 CFR Sections 35.88 and 35.92 and 40 CFR Sections 745.107 and 745.113. Agent's obligations include those in 24 CFR Section 35.94 and 40 CFR Section 745.115.

**ACCURACY CERTIFICATIONS AND RESIDENT'S ACKNOWLEDGMENT** Lessor and any agent named below certify that to the best of their knowledge the above information and statements made or provided by them, respectively, are true and accurate. The person who signs for the LESSOR may be: (1) the owner himself or herself; (2) an employee, officer or partner of the owner; or (3) a representative of the owner's management company, real estate agent or locator service if such person is authorized to sign for the lessor. The person who signs for the AGENT may be: (1) the agent himself or herself; or (2) an employee, officer or partner of the agent if such person is authorized to sign for the agent. The lessees (residents) signing below acknowledge that they have received a copy of this lease addendum before becoming obligated under the lease and have been informed that it contains the disclosure form and pamphlet information required by federal law regarding lead poisoning prevention.

**One City Center Residential, LLC, One City Place #302**

**White Plains**  
City

Apartment name & unit number OR street address of dwelling

Lessee (Resident)	Date	Lessee (Resident)	Date
Lessee (Resident)	Date	Lessee (Resident)	Date

**One City Center Residential, LLC**

**One City Place**

Printed name of any AGENT of lessor, i.e., management company, real estate agent or locator service involved in leasing the dwelling

Printed name of LESSOR (owner) of the dwelling	Date	Signature of person signing on behalf of above AGENT, if any	Date
Signature of person signing on behalf of above LESSOR	Date	Signature of person signing on behalf of above AGENT, if any	Date

New York/National Apartment Association Official Form E-08 (Sheets 1 and 2), April 2008





### Lease Contract Guaranty

Each guarantor must submit a separate guaranty form, unless guarantors are husband and wife.

Lease Contract Information	
ABOUT LEASE: Date of Lease Contract (top left hand corner of Lease Contract): <u>May 1, 2009</u>	Unit No. of Apartment <u>302</u> and street address of dwelling being leased: <u>One City Place</u>
Owner's name (or name of apartments): <u>One City Center Residential, LLC</u>	City/State/Zip of above dwelling: <u>White Plains, NY 10601</u>
Resident names (list all residents on Lease Contract): <u>Frank Signore</u>	Monthly rent for dwelling unit: \$ <u>2197.00</u>
	Beginning date of Lease Contract: <u>05/01/2009</u>
	Ending date of Lease Contract: <u>10/31/2010</u>

Guarantor Information	
<i>Use for one guarantor only (can include spouse of guarantor)</i>	
ABOUT GUARANTOR: Full name (exactly as on driver's license or govt. ID card)	Driver's license # and state: _____
Current address where you live: _____	OR govt. photo ID card #: _____
Phone: (____) _____	Birthdate: _____ Sex _____
(Please check one) Do you <input type="checkbox"/> own or <input type="checkbox"/> rent your home?	Marital Status: <input type="checkbox"/> single <input type="checkbox"/> married <input type="checkbox"/> divorced <input type="checkbox"/> widowed <input type="checkbox"/> separated
If renting, name of apartments: _____	Total number of dependents under the age of 18 or in college: _____
Manager's name: _____ Phone: _____	What relationship are you to the resident(s)? <input type="checkbox"/> parent <input type="checkbox"/> brother or sister
Your Social Security #: _____	<input type="checkbox"/> employer <input type="checkbox"/> other _____
YOUR WORK: Present employer: _____	Are you or your spouse a guarantor for any other lease? <input type="checkbox"/> Yes <input type="checkbox"/> No
Employer's address: _____	If so, how many? _____
Work phone: (____) _____	How long? _____
	Position: _____
	Your gross monthly income is over: \$ _____
	Supervisor's name: _____ Phone: _____
YOUR SPOUSE: Full name (exactly as on driver's license or govt. ID card): _____	Social Security #: _____
Driver's license # and state: _____	Present employer: _____
OR govt. photo ID card #: _____	How long? _____ Position: _____
Birthdate: _____	Work phone: (____) _____
	Monthly gross income is over: \$ _____
YOUR CREDIT/RENTAL HISTORY:	damage? <input type="checkbox"/> been charged, detained, or arrested for a felony or sex-related crime that was resolved by conviction, probation, deferred adjudication, court-ordered community supervision, or pretrial diversion? or <input type="checkbox"/> been charged, detained, or arrested for a felony or sex-related crime that has not been resolved by any method? Please explain: _____
Your bank's name: _____	_____
City/State: _____	_____
List major credit cards: _____	_____
To your knowledge, have you, your spouse, or any resident listed in this Guaranty ever: <input type="checkbox"/> been asked to move out? <input type="checkbox"/> broken a rental agreement? <input type="checkbox"/> declared bankruptcy? or <input type="checkbox"/> been sued for rent? To your knowledge, has any resident listed in this Guaranty ever: <input type="checkbox"/> been sued for property	_____

In consideration for us to enter into the above Lease Contract with the Resident(s), as an inducement to us for making the lease, and other good and valuable consideration, the receipt of which is acknowledged, you guarantee all obligations of resident(s) under the Lease Contract, including but not limited to rent, late fees, property damage, repair costs, animal violation charges, reletting charges, utility payments and all other sums which may become due under the Lease Contract, including landlord's attorney's fees providing the landlord is the prevailing party.

You agree that your obligations as guarantor will continue and will not be affected by amendments, modifications, roommate changes or deletions, unit changes, or renewals in the Lease Contract which may be agreed to from time to time between resident(s) and us. If we, as owner of the dwelling, delay or fail to exercise lease rights, pursue remedies, give notices to you, or make demands to you, as guarantor, you will not consider it as a waiver of our rights as owner, against you as guarantor. All of our remedies against the resident(s) apply to guarantor as well. All residents, guarantors and guarantor's spouse are jointly and severally liable. It is unnecessary for us to sue or exhaust remedies against residents in order for you to be liable. This Guaranty is part of the Lease Contract and shall be performed in the county where the dwelling unit is located.

This is a guaranty of payment and not of collection. In the event any action is brought against the tenant for any sums owed, guarantor consents to be named in the original action and hereby submits himself to the jurisdiction of the courts in the county where the property is located.

You represent that all information submitted by you on this Guaranty is true and complete. You authorize verification of such information via consumer reports, rental history reports, and other means. A facsimile signature by you on this Guaranty will be just as binding as an original signature. It is not necessary for you, as guarantor, to sign the Lease Contract itself or to be named in the Lease Contract. This Guaranty does not have to be referred to in the Lease Contract. You are  required  not required to have this Guaranty agreement notarized. If no box is checked, it is not required to be notarized. Payments under this Guaranty must be mailed to or made in the county where the dwelling unit is located. We recommend that you obtain a copy of the Lease Contract and read it. This Guaranty applies even if you don't do so. We will furnish you a copy of the Lease upon written request.

Frank Signore

Page 1 of 2

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SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

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

After signing, please return the signed original of this Guaranty to One City Center Residential, LLC  
at (street address or P.O. Box) One City Place, Ste. 2A, White Plains, NY 10601  
or (optional) fax it to us at (914) 997-6002 Our telephone number (914) 997-1800

\_\_\_\_\_  
Date of signing Guaranty

\_\_\_\_\_  
Date of signing Guaranty

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Signature of Guarantor's Spouse

State of New York  
County of \_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
is/are the person(s) who appeared before me and acknowledged that he/she/they signed this instrument, and acknowledged it to be his/her/their free and  
voluntary act for the uses and purposes mentioned in the instrument.

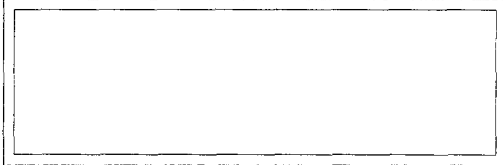
\_\_\_\_\_  
Dated

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Signature of Notary Public

*Note: Signature of Guarantor and Guarantor's Spouse must be notarized if  
lease is for more than one year.*



(Use above space for notary stamp/seal)

**FOR OFFICE USE ONLY**  
Guarantor(s) signature(s) was (were) verified by owner's representative.  
Verification was by  phone or  face-to-face meeting. Date(s) of verification \_\_\_\_\_  
Telephone numbers called (if applicable) \_\_\_\_\_  
Name(s) of Guarantor(s) who was (were) contacted \_\_\_\_\_  
Name of Owner's Representative who talked to Guarantor(s) \_\_\_\_\_

02132009075717ny08021150

Frank Signore



Mold Information and Prevention Addendum

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

1. ADDENDUM. This is an addendum to the Lease Contract executed by you, the resident(s), on the dwelling you have agreed to rent. That dwelling is:

Apt. # 302 at One City Center Residential, LLC

(name of apartments)

or other dwelling located at One City Place

(street address of house, duplex, etc.)

City/State where dwelling is located White Plains, NY 10601

2. ABOUT MOLD. Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

3. PREVENTING MOLD BEGINS WITH YOU. In order to minimize the potential for mold growth in your dwelling, you must do the following:

- Keep your dwelling clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.
Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.

4. IN ORDER TO AVOID MOLD GROWTH, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;

- overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

5. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine-scented), Tilex Mildew Remover or Clorox Cleanup. (Note: Only a few of the common household cleaners will actually kill mold). Tilex and Clorox contain bleach which can discolor or stain. Be sure to follow the instructions on the container. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapes and carpets—provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

6. DO NOT CLEAN OR APPLY BIOCIDES TO: (1) visible mold on porous surfaces, such as sheetrock walls or ceilings, or (2) large areas of visible mold on non-porous surfaces. Instead, notify us in writing, and we will take appropriate action.

7. COMPLIANCE. Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.

If you fail to comply with this Addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.

8. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Blank lines for special provisions.

Resident or Residents (All residents must sign here)

Owner or Owner's Representative (Signs here)

Date of Lease Contract May 1, 2009



LEASE CONTRACT BUY-OUT AGREEMENT



1. This is a Buy-Out Agreement of the NAA Lease Contract for Apartment No. 302 in the One City Center Residential, LLC

Apartments in White Plains, New York.

2. The purpose of this Buy-Out Agreement is to give you the right to buy out of your Lease Contract early--subject to any special provisions in paragraph 8 below.

3. Buy-Out Procedures. You may buy out of the Lease Contract prior to the end of the lease term and cut off all liability for paying rent for the remainder of the lease term if all of the following occur:

- (a) you give us written notice of buy-out at least 60 days prior to the new termination date...
(b) you specify the new termination date in the notice...
(c) you are not in default under the Lease Contract...
(d) you are not in default under the Lease Contract...
(e) you move out on or before the new termination date...
(f) you pay us a buy-out fee (consideration) of \$ 2197.00 ;
(g) you pay us the amount of any concessions you received...
(h) you comply with any special provisions in paragraph 8 below.

4. When payable. The buy-out fee in paragraph 3(f) is due and payable no later than 5 days after you give us your buy-out notice.

5. Showing unit to prospective residents. After you give us notice of buy-out, the Lease Contract gives us the right to begin showing your unit to prospective residents and telling them it will be available immediately after your new termination date.

6. Compliance essential. Our deposit of all amounts due under paragraphs 3(f) and 3(g) constitutes our approval of the new termination date stated in your notice of buy-out.

under this agreement will become part of your security deposit, and (2) the lease will continue without buy-out. Then, if you move out early, you are subject to all lease remedies, including reletting fees and liability for all rents for the remainder of the original lease term.

7. Miscellaneous. If moving out by the new termination date becomes a problem for you, contact us. An extension may be possible if we have not already relet the dwelling unit to a successor resident.

8. Senior Citizen Early Termination. You may terminate your lease if you are a senior citizen and are permanently relocating to a subsidized senior citizen housing facility, subsidized assisted living or a nursing home.

9. Special provisions. Your right of buy-out (check one) is or is not limited to a particular fact situation.

Blank lines for special provisions.

10. You may not terminate this lease by assignment or subleasing the apartment except in accordance with paragraph 226B of the New York State Real Property Law.

Resident or Residents [All residents must sign]

Owner or Owner's Representative [signs below]

Date of Lease Contract

May 1, 2009



APARTMENT LEASE CONTRACT ADDENDUM
FOR SATELLITE DISH OR ANTENNA



Under a Federal Communications Commission (FCC) order, you as our resident have a right to install a transmitting or receiving satellite dish or antenna on the leased apartment, subject to FCC limitations. We as a rental housing owner are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you and we agree to follow.

1. Addendum. This is an addendum to the NAA Apartment Lease Contract (referred to as "Lease Contract" or "Lease") for Apt. No. 302 in the One City Center Residential, LLC
Apartments in White Plains, New York.

2. Number and size. You may install 0 satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR § 1.4000 are prohibited.

3. Location. Your satellite dish or antenna must be located: (1) inside your dwelling; or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.

4. Safety and non-interference. Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.

5. Signal transmission from exterior dish or antenna to interior of dwelling. You may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is installed outside your dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window--without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us in writing.

6. Safety in installation. In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.

7. Maintenance. You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.

8. Removal and damages. You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. In accordance with NAA Lease Contract, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear.

9. Liability insurance. You must take full responsibility for the satellite dish, antenna and related equipment. If the dish or antenna is installed at a height that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance (if available) to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna and related equipment. The insurance coverage must be \$ 0.00, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc.

10. Security Deposit. An additional security deposit of \$ 0.00 will be charged. We [check one] [ ] will consider or [ ] will not consider this additional security deposit a general security deposit for all purposes. The security deposit amount in Provision 4 of the Lease Contract [check one] [ ] does or [ ] does not include this additional deposit amount. Refund of the additional security deposit will be subject to the terms and conditions set forth in Paragraph 4 of your Lease Contract regardless of whether it is considered part of the general security deposit.

This additional security deposit is required to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached (nails, screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost repair or restoration after removal, etc.

11. When you may begin installation. You may start installation of your satellite dish, antenna or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 9 of this addendum; (3) paid us the additional security deposit, if applicable, in paragraph 10; and (4) received our written approval of the installation materials and the person or company that will do the installation, which approval may not be unreasonably withheld.

12. Miscellaneous. If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.

13. Special Provisions. The following special provisions control over conflicting provisions of this printed form:

Blank lines for special provisions.

Resident or Residents
[All residents must sign here]

Owner or Owner's Representative
[signs here]

Date of Lease Contract

May 1, 2009





**LEASE ADDENDUM REGARDING  
LIMITED WAIVER AND MODIFICATION OF RIGHTS UNDER  
U.S. SERVICEMEMBERS CIVIL RELIEF ACT**



1. **Addendum.** This is an addendum to the NAA Lease Contract for Apt. No. 302 in the One City Center Residential, LLC

Apartment in White Plains, New York.

For purposes of this addendum, "you" means a servicemember as defined by the "U.S. Servicemembers Civil Relief Act" (SCRA).

2. **Reason for addendum.** Congress has enacted into law the "U.S. Servicemembers Civil Relief Act" (SCRA). This law, among other things, modifies the rights of military personnel to terminate a lease in certain cases and provides that military personnel may waive their rights under the SCRA in certain circumstances. There are different interpretations of how the SCRA affects dependents' and occupants' rights to terminate a lease in the event of a deployment. This addendum clarifies your rights and our obligations in the event of a deployment. This addendum provides for a limited waiver of the terms of the SCRA. However, we agree to grant individuals covered by the SCRA and their spouses all of the rights described in this addendum.
3. **Waiver and modification of paragraph 23.** The language of paragraph 23 of the NAA Lease Contract is entirely replaced by the language of this addendum. A resident who is a servicemember on active military duty at the time of signing this Lease Contract and such resident's spouse waive for the purposes of this Lease Contract all rights under the SCRA, and shall instead have the rights and obligations set forth below.
4. **Military personnel right to terminate.** Except as provided in paragraphs 5 or 11 below, you or your spouse may terminate the Lease Contract if you enlist or are drafted or commissioned in the U.S. Armed Forces during the original or renewal Lease Contract term. You or your spouse also may terminate the Lease Contract if:
- (1) you are (i) a member of the U.S. Armed Forces or reserves on active duty *or* (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; *and*
  - (2) you (i) receive orders for permanent change-of-station, (ii) receive orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, *or* (iii) are relieved or released from active duty.

If you or your spouse terminates under this addendum, we must be furnished with a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or letter. Military permission for base

housing does not constitute permanent change-of-station orders.

5. **Exception for termination upon deployment orders.** If you or your spouse are terminating the Lease Contract due to deployment orders, you or your spouse may terminate the Lease Contract only on the condition that during the remainder of the original or renewal Lease Contract term neither you nor your spouse will accept an assignment for or move into base housing, or move into other housing located within 45 miles of the dwelling unit described above.

If you or your spouse terminate the Lease Contract and violate this paragraph, the Lease Contract shall be deemed to have not been legally terminated and you and your spouse shall be in default under the Lease Contract. In that event, we will have all legal remedies, including those described in the Lease Contract, such as charging a reletting fee under paragraph 11 and accelerating rent under paragraph 32.

6. **Effect of housing allowance continuation.** The fact that the servicemember continues to receive a housing allowance for the servicemember's spouse and/or dependents after deployment does not affect the right of the servicemember or the servicemember's spouse to terminate unless otherwise stated in paragraph 11 of this addendum.
7. **Other co-residents.** A co-resident who is not a spouse of a servicemember may not terminate under this addendum. Your and your spouse's right to terminate the Lease Contract under this addendum only affect the Lease Contract as it applies to you and your spouse--other residents' rights and obligations under the Lease Contract remain unchanged.
8. **Termination date.** If you or your spouse terminates under this addendum, all rights and obligations of you and your spouse under the Lease Contract will be terminated 30 days after the date on which the next rental payment is due, with the exception of obligations arising before the termination date and lawful security deposit deductions.
9. **Representations.** Unless you state otherwise in paragraph 11 of this addendum, you represent when signing this addendum that: (1) you have not already received deployment or change-of-station orders; (2) you will not be retiring from the military during the Lease Contract term; and (3) the term of your enlistment or obligation will not end before the Lease Contract term ends. Liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the lease term when and if you move out, less rents from others received in mitigation under paragraph 32 of the lease. You must immediately notify us if you are called to active duty or receive deployment or permanent change of station orders.

10. **Other rights unchanged.** All other contractual rights and duties of both you and us under the Lease Contract remain unchanged.

11. **Additional Provisions.** The following provisions will supercede any conflicting provisions of the Lease Contract and this addendum.

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**Resident or Residents**  
*[All residents must sign here]*

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**Owner or Owner's Representative**  
*[signs here]*

.....  
**Date of Lease Contract**  
May 1, 2009

COMMUNITY POLICIES, RULES AND REGULATIONS  
ADDENDUM



This addendum is incorporated into the Lease Contract (the "Lease") identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:

Property Owner: One City Center Residential, LLC

Resident(s): Frank Signore

Apartment No./Address: #302, One City Place

Lease Date: 05/01/2009

I. GENERAL CONDITIONS FOR USE OF APARTMENT PROPERTY AND RECREATIONAL FACILITIES.

Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, "Amenities") located at the Apartment Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease, this Addendum, and the Community rules and regulations ("Rules") in effect at any given time, and such permission may be revoked by Owner at any time for any lawful reason. In all cases, the most strict terms of either the Lease, this Addendum, or the Community Rules shall control. Owner reserves the right to set the days and hours of use for all Amenities and to change the character of or close any Amenity based upon the needs of Owner and in Owner's sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. Owner and management may make changes to the Rules for use of any Amenity at any time.

Additionally, Resident(s) expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity except for landlord's negligence, related to Resident's use of the amenities at the Community. Resident(s) agrees to hold Owner harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident(s) may have against Owner and that are in any way related to or arise from such use. This provision shall be enforceable to the fullest extent of the law.

THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S)' OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND COMMUNITY RULES AND REGULATIONS, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term "Owner" shall include the Management, officers, partners, employees, agents, assigns, Owners, subsidiaries and affiliates of Owner.

II. POOL. This Community  DOES;  DOES NOT have a pool. When using the pool, Resident(s) agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
- All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries.
- For their safety, Residents should not swim alone.
- Pool hours are posted at the pool.
- Children under the minimum age (posted at the pool) must be accompanied at all times by a parent or legal guardian.
- No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
- Proper swimming attire is required at all times and a swimsuit "cover up" should be worn to and from the pool.
- No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.
- Resident(s) must accompany their guests.
- Resident(s) must notify Owner any time there is a problem or safety hazard at the pool.

IN CASE OF EMERGENCY DIAL 911

III. FITNESS CENTER. This Community  DOES;  DOES NOT have a fitness center. When using the fitness center, Resident agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies.
- The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment.
- Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
- Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well as any other person's use that appears to be dangerous or in violation of Management Rules and Policies.
- Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Resident's physician.
- Resident(s) will keep Fitness Center locked at all times during Resident's visit to the Fitness Center.
- Resident(s) will not admit any person to the Fitness Center who has not registered with the Management Office.
- Children under the minimum age (posted at the fitness center) must be accompanied at all times by a parent or legal guardian.
- Resident(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.

Card # issued: (1) 32752 (2) 33795 (3) \_\_\_\_\_ (4) \_\_\_\_\_

IV. PACKAGE RELEASE. This Community  DOES;  DOES NOT accept packages on behalf of Residents.

For communities that do accept packages on behalf of its Residents:

Resident(s) gives Owner permission to sign and accept any parcels or letters sent to Resident(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same.

V. BUSINESS CENTER. This Community  DOES;  DOES NOT have a business center.

Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Community Rules. Owner is not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to 30 minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center. Children under the age of 18 must be accompanied by a Resident who is that child's parent or legal guardian.

VI. AUTOMOBILES/BOATS/RECREATIONAL VEHICLES. The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:

- Only \_\_\_\_\_ vehicle per licensed Resident is allowed.
- All vehicles must be registered at the Management office.
- Any vehicle(s) not registered, considered abandoned, or violating the Lease, this Addendum, or the Community Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after a 24 hour notice is placed on the vehicle.
- Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner's expense.
- The washing of vehicles is not permitted on the property unless specifically allowed in designated area.
- Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
- Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.

**VII. FIRE HAZARDS.** In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:

- Residents and guests will adhere to the Community rules and regulations other Management policies concerning fire hazards, which may be revised from time to time.
- No person shall knowingly maintain a fire hazard.
- **Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of 15 feet from any building.** Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
- **Fireplaces:** Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
- Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in apartments, near exits, stairways breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
- No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
- Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.

**VIII. EXTERMINATING.** Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Residents' apartment several times a year and as needed to prevent insect infestation. Owner will notify Residents in advance of extermination in Residents' Apartment, and give Resident instructions for the preparation of the Apartment and safe contact with insecticides. Residents will be responsible to prepare the Apartment for extermination in accordance with Owner's instructions. If Residents are unprepared for a scheduled treatment date Owner will prepare Residents' apartment and charge Residents accordingly. Residents must request extermination treatments in addition to those regularly provided by Owner in writing. **Residents agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:**

- Clean in all cabinets, drawers and closets in kitchen and pantry
- If roaches have been seen in closets, remove contents from shelves and floor.
- Remove infants and young children from the apartment.
- Remove pets or place them in bedrooms, and notify Owner of such placement.
- Remove chain locks or other types of obstruction on day of service.
- Cover fish tanks and turn off their air pumps.
- Do not wipe out cabinets after treatment.

**RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO EXTERMINATION AND THE USE OF INSECTICIDES**

**IX. DRAPES AND SHADES.** Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance.

**X. WATER BEDS.** Resident shall not have water beds or other water furniture in the apartment without prior written permission of Owner.

**XI. BALCONY or PATIO.** Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios.

**XII. SIGNS.** Resident shall not display any signs, exterior lights or markings on apartment. No awnings or other projections shall be attached to the outside of the building of which apartment is a part.

**XIII. SATELLITE DISHES/ANTENNAS.** You must complete a satellite addendum and abide by its terms prior to installation or use.

**XIV. WAIVER/SEVERABILITY CLAUSE.** No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Part is invalid for any reason whatsoever, this finding shall not effect the validity of the remaining portions of this addendum, the Apartment Lease Contract or any other addenda to the Apartment Lease Contract.

**XV. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

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I have read, understand and agree to comply with the preceding provisions.

Resident _____	Date _____	Resident _____	Date _____
Resident _____	Date _____	Resident _____	Date _____
Owner Representative _____		Date _____	



LEASE ADDENDUM FOR RENT CONCESSION OR OTHER RENT DISCOUNT

1. Addendum. This is an addendum to the NAA Lease Contract for Apt. No. 302 in the One City Center Residential, LLC Apartments in White Plains, New York.

2. Concession/Discount Agreement. As consideration for your agreement to remain in your apartment and to fulfill your Lease obligations throughout the full term of your Lease, you will receive the following rent Concession and or Discount.

[Check all that apply]

[ ] One-Time Concession. You will receive a One-Time Concession off the rent indicated in Paragraph 6 of the Lease Contract in the total amount of \$ . This Concession will be credited to your rent due for the month(s) of:

[ ] Monthly Discount/Concession. The rent indicated in Paragraph 6 of the Lease Contract includes a Monthly Discount of \$ per month off of the suggested rental rate for your apartment.

[ ] Other Discount/Concession. You will receive the following discount off the rent indicated in Paragraph 6 of the Lease Contract:

3. Concession Cancellation and Charge-Back. The concession and discounts indicated above are provided to you as an incentive and with the understanding that you will fulfill your obligations under the Lease Contract through the entire term of your Lease.

Resident or Residents [All residents must sign here]

Owner or Owner's Representative [signs here]

Date of Lease Contract

May 1, 2009

If your lease is terminated early due to your default (for example, if you abandon the premises without paying rent or are evicted), this Concession/Discount Agreement will be immediately terminated, and you will be required to immediately repay to the Owner the amounts of all [Check all that apply]

[x] Concessions

[x] Discounts

that you have actually received for the months you resided in the Premises, and without further notice from us.

4. Special Provisions. The following special provisions control over any conflicting provisions of this printed Addendum form or the Lease Contract.

Blank lines for special provisions.





**LEASE ADDENDUM  
 LIABILITY INSURANCE REQUIRED OF RESIDENT**

1. **Addendum.** This is an addendum to the NAA Lease Contract for Apt. No. 302 in the One City Center Residential, LLC

Apartment in White Plains, New York. The effective date of this addendum is 05/01/2009

- 2. **Acknowledgment Concerning Insurance or Damage Waiver.** You acknowledge that we do not maintain insurance to protect you against personal injury, loss or damage to your personal property or belongings, or to cover your own liability for injury, loss or damage you (or your occupants or guests) may cause others. You also acknowledge that by not maintaining your own policy of personal liability insurance, you may be responsible to others (including us) for the full cost of any injury, loss or damage caused by your actions or the actions of your occupants or guests. You understand that paragraph 8 of the Lease Contract requires you to maintain a liability insurance policy, which provides limits of liability to third parties in an amount not less than \$ 50000.00 per occurrence. You understand and agree to maintain at all times during the Term of the Lease Contract and any renewal periods a policy of personal liability insurance satisfying the requirements listed below, at your sole expense.
- 3. **Required Policy.** You are required to purchase and maintain personal liability insurance covering you, your occupants and guests, for personal injury and property damage any of you cause to third parties (including damage to our property), in a minimum policy coverage amount of \$ 50000.00, from a carrier with an AM Best rating of A-VII or better, licensed to do business in New York. The carrier is required to provide notice to us within 30 days of any cancellation, non-renewal, or material change in your coverage. We retain the right to hold you responsible for any loss in excess of your insurance coverage.
- 4. **We may provide you with information of an insurance program that we make available to residents, which provides you with an opportunity to buy renter's insurance from a preferred company. However, you are free to contract for the required insurance with a provider of your choosing.**
- 5. **Subrogation Allowed.** You and we agree that subrogation is allowed by all parties and that this agreement supersedes any language to the contrary in the Lease Contract.

6. **Your Insurance Coverage.** You have purchased the required personal liability insurance from the insurance company of your choosing listed below that is licensed to do business in this state, and have provided us with written proof of this insurance prior to the execution and commencement of the Lease Contract. You will provide additional proof of insurance in the future at our request.

Insurance Company: Unitrin Auto And Home Insurance Company

- 7. **Default.** Any default under the terms of this Addendum shall be deemed an immediate, material and incurable default under the terms of the Lease Contract, and we shall be entitled to exercise all rights and remedies under the law.
- 8. **Miscellaneous.** Except as specifically stated in this Addendum, all other terms and conditions of the Lease Contract shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease Contract, the terms of this Addendum shall control.

9. **Special Provisions:** \_\_\_\_\_  
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I have read, understand and agree to comply with the preceding provisions.

**Resident or Residents**  
*[All residents must sign here]*

**Owner or Owner's Representative**  
*[signs here]*

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

**Date of Lease Contract**

May 1, 2009

**LEASE ADDENDUM  
FOR REMOTE CONTROL, CARD, OR CODE ACCESS GATE**



1. **Addendum.** This is an addendum to the NAA Lease Contract for Apt No. 302 in the One City Center Residential, LLC

in White Plains Apartments, New York. To the extent any terms of this addendum conflict with the Lease Contract, the terms of this addendum are controlling.

2. **Remote control/cards/code for gate access.**
- Remote control for gate access.** Each person who is 18 years of age or older and listed as a resident on the lease will be given a remote control at no cost to use during his or her residency. Each additional remote control for you or your children or other occupants will require a \$ \_\_\_\_\_ non-refundable fee.
  - Cards for gate access.** Each person who is 18 years of age or older and listed as a resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or your children or other occupants will require a \$ 100.00 non-refundable fee.
  - Code for gate access.** Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency. We may change the access code at any time and will notify you of any such changes.

3. **Damaged, lost or unreturned remote controls, cards or code changes.**
- If a remote control is lost, stolen or damaged, a \$ 100.00 fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a \$ 100.00 deduction from the security deposit.
  - If a card is lost, stolen or damaged, a \$ 100.00 fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a \$ 100.00 deduction from the security deposit.
  - We may change the code(s) at any time and notify you accordingly.

4. **Report damage or malfunctions.** Please immediately report to the office any malfunction or damage to gates, fencing, locks or related equipment.

5. **Follow written instructions.** We ask that you and all other occupants read the written instructions that have been furnished to you regarding the access gates. This is important because if the gates are damaged by you or your family, guest or invitee through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.

6. **Personal injury and/or personal property damage.** Except as specifically required by law, we have no duty to maintain the gates and cannot guaranty against gate malfunctions. We make no representations or guarantees to you concerning security of the community. Any measures, devices, or activities taken by us are solely for the benefit of us and for the protection of our property and interests, and any benefit to you of the same is purely incidental. Anything mechanical or electronic is subject to malfunction. Fencing, gates or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests and invitees from crime is the sole responsibility of residents, occupants and law enforcement agencies. You should first call 911 or other appropriate emergency police

numbers if a crime occurs or is suspected. We are not liable to any resident, family member, guest, occupant or invitee for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required. You will be held responsible for the actions of any persons to whom you provide access to the community.

7. **Rules in using vehicle gates.**
- Always approach entry and exit gates with caution and at a very slow rate of speed.
  - Never stop your car where the gate can hit your vehicle as the gate opens or closes.
  - Never follow another vehicle into an open gate. Always use your card to gain entry.
  - Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
  - Never force the gate open with your car.
  - Never get out of your vehicle while the gates are opening or closing.
  - If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
  - Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes.
  - If you lose your card, please contact the management office immediately.
  - Do not give your card or code to anyone else.
  - Do not tamper with gate or allow your occupants to tamper or play with gates.

8. **Special Provisions.** The following special provisions control over conflicting provisions of this printed form:

Garage access will only be provided per paid parking space. Key Fob(s) will only be provided one per Party. Occupant(s) listed on the Lease Contract will have the option to purchase Key Fob(s) at an additional \$100.00 per Key Fob.

**Resident or Residents**  
*[All residents must sign here]*

**Owner or Owner's Representative**  
*[signs here]*

Date of Lease Contract

May 1, 2009



LEASE ADDENDUM  
FOR INTRUSION ALARM



1. **Addendum.** This is an addendum to the NAA Lease Contract for Apt. No. 302 in the One City Center Residential, LLC

Apartments in White Plains, New York.

2. **Intrusion alarm.** Your dwelling is equipped with an intrusion alarm. It must not be considered a guaranty of safety or security. You should at all times take precautions as if the intrusion alarm were malfunctioning. You acknowledge that the security of you and your family, occupants, and guests are your responsibility alone. Your use of the alarm system is (check one)  required or  optional. You are responsible for all false alarm charges for your dwelling.

3. **Permit from city.** You (check one)  do or  do not have to obtain a city permit for activation and use of the intrusion alarm. If you do, the phone number to call is (914) 422-6105, and it is your responsibility to obtain the permit. You also will be responsible for any fines due to excessive false alarms.

4. **Follow instructions.** You agree to use reasonable care in operating the alarm and to follow the written instructions, rules and procedures furnished to you by us. Instructions  are attached or  will be provided to you when you move in.

5. **Alarm company.** You (check one)  will or  will not have to make arrangements with an independent alarm company to activate and maintain the alarm system. You (check one)  may choose your own alarm company or  are required to use \_\_\_\_\_ as your alarm company. The alarm system is repaired and maintained by Resident

6. **Entry by owner.** Upon activation of the alarm system, you must immediately provide us (management) with your security code and any special alarm system instructions for lawful entry into the unit when no one is there, as authorized in your NAA Lease Contract. You must reimburse us for any expenses we incur in entering your dwelling, when those expenses are due to your failure to provide the foregoing information.

7. **Repairs or malfunctions.** If the intrusion alarm malfunctions, you agree to (check one)  contact your intrusion alarm company immediately for repair or  contact us immediately for repair. The cost of repair will be paid by (check one)  you or  us.

8. **No warranty.** We make no guarantees or warranties, express or implied, concerning the alarm system. All guarantees and warranties are expressly disclaimed. Crime can and does occur despite the best security measures. Anything electronic or mechanical in nature will malfunction from time to time. We are absolutely not responsible for malfunction of the alarm.

9. **Liability.** We are not liable to you, your guests or other occupants for any injury, damage or loss resulting from the alarm or any malfunction of the alarm. It is recommended that you purchase insurance to cover casualty loss of your property, including loss by theft.

10. **Emergencies.** Always call 911 or law enforcement authorities or emergency medical services in the event of a crime or emergency. Then contact us. We are not required to answer the alarm, but we do have the right to enter and cut off the alarm to minimize annoyance to neighbors when it malfunctions or is not timely cut off.

11. **Entire agreement.** We've made no promises or representations regarding the alarm system except those in this addendum.

12. **Special Provisions.** The following special provisions control over conflicting provisions of this printed form:

**Your apartment does not come with an Intrusion Alarm. Should you decide to install an Intrusion Alarm please follow the provisions listed on this addendum.**

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

Resident or Residents  
[All residents must sign here]

Owner or Owner's Representative  
[signs here]

Date of Lease Contract

May 1, 2009





NO-SMOKING ADDENDUM

Date: February 13, 2009 (when this Addendum is filled out)

All use of any tobacco product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the apartment community. You are entitled to receive an original of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.

1. Dwelling Unit Description. Apt. No. 302, One City Place (street address) in White Plains (city), New York, 10601 (zip code).

apartment or building is in excess of normal wear and tear in our smoke free apartment community.

2. Lease Contract Description Lease Contract date: May 1, 2009 Owner's name: One City Center Residential, LLC

5. Your Responsibility for Loss of Rental Income and Economic Damages Regarding Other Residents. You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their apartments, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

Residents (list all residents): Frank Signore

6. Definition of Smoking. Smoking refers to any use or possession of a cigar, cigarette, or pipe containing tobacco or a tobacco product while that tobacco or product is burning, lighted, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to, any form, compound, or synthesis of the plant of the genus Nicotiana or the species N. tabacum which is cultivated for its leaves to be used in cigarettes, cigars, or pipes. Smoking also refers to use or possession of burning, lighted, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

3. Smoking Anywhere Inside Buildings of the Apartment Community is Strictly Prohibited. All forms and use of lighted or burning tobacco products and smoking of tobacco products inside any apartment, building, or interior of any portion of the apartment community is strictly prohibited. Any violation of the no-smoking policy is a material and substantial violation of this addendum and the Lease Contract.

The prohibition on use of any lighted or burning tobacco products or smoking of any tobacco products extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the apartment community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, apartments, club house, exercise or spa facility, tennis courts, all interior areas of the apartment community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the apartment community or in the enclosed spaces on the surrounding community grounds. Smoking of non-tobacco products which are harmful to the health, safety, and welfare of other residents is also prohibited by this addendum and other provisions of the Lease Contract inside any apartment or building.

7. Lease Contract Termination for Violation of the Addendum. We have the right to terminate your Lease Contract or right of occupancy of the apartment for any violation of this No-Smoking Addendum. Violation of the no-smoking provisions is a material and substantial default or violation of the Lease Contract. Despite the termination of the Lease Contract or your occupancy, you will remain liable for rent through the end of the Lease Contract term or the date on which the apartment is re-rented to a new occupant, whichever comes first. Therefore, you may be responsible for payment of rent after you vacate the leased premises even though you are no longer living in the apartment.

Smoking Outside Buildings of the Apartment Community. Smoking is permitted only in specially designated areas outside the buildings of the apartment community. The smoking-permissible areas are marked by signage.

8. Extent of Your Liability for Losses Due to Smoking. Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Contract or any other addendum.

Smoking on balconies, patios, and limited common areas attached to or outside of your apartment is not permitted.

9. Your Responsibility for Conduct of Occupants, Family Members, and Guests. You are responsible for communicating this community's no-smoking policy and for ensuring compliance with this addendum by your occupants, family, guests, and invitees.

The following outside areas of the community may be used for smoking:

10. There Is No Warranty of a Smoke Free Environment. Although we prohibit smoking in all interior parts of the apartment community, there is no warranty or guaranty of any kind that your apartment or the apartment community is smoke free. Smoking in certain limited outside areas is allowed as provided above. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are obligated to investigate and act, and you must thereafter cooperate with us in prosecution of such violations.

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the apartments or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests.

4. Your Responsibility for Damages and Cleaning. You are responsible for payment of all costs and damages to your apartment, other residents' apartments, or any other portion of the apartment community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease Contract are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of tobacco smoke which permeates sheetrock, carpeting, wood, insulation, or other components of the

This is an important and binding legal document. By signing this addendum you are acknowledging that a violation could lead to termination of your Lease Contract or right to continue living in the apartment. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this addendum. Before signing you must advise us whether you or anyone who will be living in your apartment is a smoker. You must check one of the following boxes.

- Neither you nor anyone who will be living in the apartment is a smoker.
Someone in my household is a smoker; however, we agree to follow your no-smoking policy.

Resident or Residents [All residents must sign here]

Owner or Owner's Representative [Sign here]

## CORPORATE LEASE ADDENDUM

This Corporate Lease Addendum (this "Addendum") is made and entered into as of this 1st day of May, 2009 by and between One City Center Residential, LLC (the "Owner") and Frank Signore (the "Company"), whose address for purposes of notice is One City Place #302, White Plains, NY 10601, upon the terms and conditions stated herein. The purpose of this Addendum is to modify and supplement the terms of the Apartment Lease Agreement (the "Lease") by and between Owner and Company with respect to the lease of apartment no. 302 (the "Unit"). For and in consideration of the mutual promises contained herein and in the Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Occupants.** Paragraph 3 of the Lease shall be deleted and substituted with the following:

The Unit shall be occupied by persons identified by Company in accordance with this provision. On or before the date on which persons will occupy the Unit, Company will submit to Owner a fully completed and executed Occupancy Addendum, a copy of which is attached hereto as Exhibit "A", which will identify all persons entitled to occupy the Unit for the period of time identified in the Occupancy Addendum. Company agrees that only the persons listed on the Occupancy Addendum will occupy the Unit. Company represents that unless Company has made prior arrangements approved by Owner, Company is responsible for: (i) showing the Unit to prospective Occupants; (ii) handling move-ins and move-outs for Occupants; and (iii) all make-ready preparation with respect to preparing the Unit for all Occupants, except for the initial Occupants. Company further represents that all persons occupying the Unit comply with the screening criteria applicable to all other residents in Owner's apartment community with respect to occupancy guidelines, criminal history, nonmonetary aspects of rental history, animals (if applicable), vehicles, water furniture and falsification of application. Company hereby indemnifies and holds harmless Owner, Riverstone Residential Group (the "Management") and their respective affiliates, directors, officers, partners, employees, agents, successors and assigns from and against all claims relating to, arising out of or connected with the failure to any Occupants to meet these aspects of the screening criteria applicable to the Occupants.

2. **Permitted Use.** Paragraph 7 of the Lease shall be deleted and substituted with the following:

Neither the Company nor its representatives (other than the Occupants) shall be authorized to reside in the Unit. The only persons authorized to occupy the Unit are the Occupants, which shall use the Unit for residential purposes only pursuant to the terms of the Lease.

3. **Insurance.** The first and last sentence of paragraph 11 of the Lease shall be deleted and the following shall be added at the end of paragraph 11 of the Lease:

Company shall furnish and maintain in full force and effect at all times during the term of the Lease, renter's insurance to cover all losses identified in this paragraph and a commercial general liability insurance policy in the minimum amount of at least \$1,000,000 per occurrence for bodily injury, property damage and personal injury with a general aggregate per location limit of at least \$2,000,000. To the extent allowed by applicable law, such policies shall name the Owner and the Management as additional insureds and contain a waiver of subrogation clause providing that the insurance carrier waives subrogation rights against the Owner and Management. All insurance policies shall be with companies acceptable to Owner.

**4. Indemnification.** Company shall pay for, indemnify, defend and save harmless Owner and Management and their respective affiliates, directors, officers, partners, employees, agents, successors and assigns, from all suits, actions, claims or liabilities of any character, type or description, brought or made for or on account of any injuries or damages (including damages caused by pets or other animals in the Unit) received or sustained by any person or persons or property arising out of, or occasioned by, the acts of Company, any Occupants or any guests, invitees or contractors of Occupants or Company's contractors, subcontractors, vendors, directors, officers, employees, agents, successors or assigns while performing services at the Property. In case any action or claim to which Owner, Management or their respective affiliates, or its directors, officers, partners, employees, agents, successors or assigns are entitled to indemnification shall be brought or asserted in any way against Company, Company shall immediately notify Owner of the same and shall furnish Owner with all relative information. Owner shall be entitled to reasonably approve defense counsel and to the extent that there is a conflict of interest, to participate in or assume the defense thereof at Company's cost.

**5. Incorporation of Lease.** The parties acknowledge that this Addendum contemplates that Company and Owner will execute the Lease and that the Lease will be in full force and effect as if Company was the "Resident" under the Lease and the Occupants identified in the Occupancy Addendum were authorized occupants listed on the Lease. Except as contemplated by this Addendum, the Lease shall be fully enforceable by the Owner against Company. To the extent any part of this Addendum is unenforceable, the remainder of the Addendum shall remain in full force and effect. To the extent that the terms of this Addendum conflict with the terms of the Lease, the terms of this Addendum shall control.

OWNER:

COMPANY:

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**RIVERSTONE**  
RESIDENTIAL GROUP  
**STANDARD CLEANING AND REPAIR CHARGES**

The following information is provided to assist you in your move-out and assist in assessing any charges that may be applicable. A full inspection of the apartment will be made only after you have moved out. If the move-out occurs during regular business hours, a property representative should be scheduled to walk the apartment with you. If the apartment is in need of cleaning or repair, the following estimated charges will be used as a guide to assess amounts to be deducted from your Security Deposit and charged to you, if the amount assessed exceeds your security deposit. Please note that this is not a complete list of all possible estimated charges that you may incur when your apartment is inspected. **Please also note that these charges are estimates only to give you an idea of the charges you may incur for particular items. You may be charged more than the maximum, depending upon the costs or charges we incur.** Please leave a forwarding address on file with the office.

**KITCHEN CLEANING**

Oven.....	\$15.00 - \$50.00
Drip Pans.....	\$ 5.00 - \$20.00
Stove and Vent-a-Hood.....	\$10.00 - \$15.00
Refrigerator/Freezer.....	\$10.00 - \$50.00
Dishwasher/Microwave.....	\$10.00 - \$25.00
Cabinets and Countertops.....	\$10.00 - \$20.00
Floors.....	\$15.00 - \$50.00

**BATHROOM CLEANING**

Toilet.....	\$10.00 - \$20.00
Tub/Shower.....	\$10.00 - \$60.00
Sinks/Counters/Mirrors.....	\$10.00 - \$20.00

**MISCELLANEOUS**

Blinds (Windows/Patio).....	\$15.00 To Estimate
Carpet Repairs.....	Based on actual cost including labor and installation
Tile Floor Repair or Waxing/Cleaning.....	\$15.00 To Estimate
Sheetrock Repairs.....	\$10.00 To Estimate
Window Cleaning - Window.....	\$10.00 each
Window Cleaning - Sliding Glass Doors.....	\$15.00 each
Graffiti Removal.....	\$.50 per letter
Carpet Cleaning/Stain Removal per vendor.....	\$25.00 To Estimate
Standard Trash Removal.....	\$10.00 per bag

**REMOVING PROPERTY**

Cost of removing property (such as furniture pieces), including storage.....\$25.00-100.00 each piece

**REPLACEMENT CHARGES**

If any items are missing/ damaged to the point that they must be replaced when you move out, you will be charged for the current cost of the item in addition to possible labor services. A list of various replacement charges has been provided below. Please note that this is not a complete list of possible charges that you may incur when your apartment is inspected, and additional labor cost may be considered. Please also note that these charges are estimates only to give you an idea of the charges you may incur for particular items. You may be charged more than the maximum, depending upon the cost or charges we incur.

Window Glass.....	Estimate
Patio Door Glass.....	Estimate
Window Screens.....	\$10.00-35.00
Patio Screens.....	\$30.00-65.00
Mail Box Keys.....	\$10.00 per key
Keys Not Returned/New Lock.....	\$25.00-50.00
Ice Maker Tray.....	\$10.00
Refrigerator Shelves/Racks.....	\$35.00 - \$60.00
Disposal Damage.....	\$65.00 - \$80.00
Blinds Replaced.....	\$12.00-75.00
Interior Door/Door Jam.....	\$45.00-75.00
Fire Extinguisher.....	\$25.00
Mirrors.....	\$40.00-200.00
Light Fixtures (if original is not available in apartment).....	\$15.00-100.00
Parking Tag.....	\$20.00 each
Counter Top Repairs.....	\$50.00-200.00
Drip Pan.....	\$3.00
Broiler Pans.....	\$25.00-\$50.00
Smoke Detectors.....	\$25.00-\$75.00
Gate Cards.....	\$10.00
Gate Remotes/Key Fobs.....	\$75.00 each
Wall Damage/Sheet Rock Repair.....	Based on labor and cost of repair
Full Painting.....	Based on labor and cost of paint
Carpet Replacement.....	Based on actual cost including labor and installation

Resident Signature

Date

Resident Signature

Date

Resident Signature

Date

Resident Signature

Date

Revised Date: July 19, 2004