

RIDER TO LEASE AGREEMENT

Rider to lease between Soundview Management Associates, LLC as Landlord, and

_____ as Tenant(s) for apartment No. _____

located at _____ Guion Place, New Rochelle, NY 10801.

Additional articles not provided in standard form lease, but forming apart thereof:

Substantial Obligation: It is agreed that the observance or performance of the rules and regulations set forth in this lease and attached rider are substantial obligations of this lease and their violation shall be deemed a breach of a substantial obligation of the Tenant herein. Any and all riders, rules and regulations annexed to this lease are incorporated into this lease and made part of this lease.

Security Deposit: Tenant may not use their security deposit as their last month's rent under any circumstance. Tenant must provide Landlord with their forwarding address in writing so that said security deposit can be sent back to them. Landlord will return said security deposit or balance within 30 days from the first business day following the day of possession is returned to Landlord. Landlord may apply security deposit towards any rent arrears, legal fees, court or collection costs, damages to the apartment or building or to correct any default tenant causes under this agreement.

Occupancy: Tenant covenants that only the persons who will reside within the demised premises are Tenant and those individuals named herewith:

and that no others shall use or occupy or be permitted to use or occupy the demised premises. Premises shall be used for residential use only.

Tenant Conduct: The tenant agrees that Tenant, his family, guests, other occupants, licensees, invitees, and any other person(s) entering the demised premises will conduct themselves at all times in the same manner as any prudent and reasonable person under similar circumstances would conduct himself or herself. Failure to do so will result in Tenant(s) default.

Carpeting: It is expressly agreed by the Tenant herein and made a substantial obligation of this lease that Tenant will, before taking possession of the subject premises, carpet or have rugs, placed upon at least 90% of all exposed floor area except the bathroom. In any event, the Tenant shall lay down or install required carpeting prior to moving any furniture into the apartment. Said installation shall take place between the hours of 8:00AM until 7:30PM.

1. The placement and/or installation of said carpeting and/or rugs shall not involve the use of nails or staples.
2. All furniture and fixtures shall not be placed upon the hardwood floors without protective pads or materials so as to not in any way damage or scratch the floors.
3. Hardwood floors shall not be waxed, nor shall any other substance be used by the Tenant for the maintenance and cleanliness of the hardwood floors.

Prompt Payment of Rents and Attorney's Fees: Notwithstanding anything contained in any other paragraph of this lease, it is understood and agreed that the prompt payment of rent on the date specified (which is the first (1st) of each month) is a condition of and of the essence in this lease. The Tenant agrees in the event that Landlord shall at any time commence summary proceedings to dispossess the Tenant by reason of Tenant's default in the payment of rent or additional rent under the provisions of this lease, the Tenant shall pay the Landlord the costs and disbursements for such proceeding together with reasonable attorney's fees amounting to no less than \$450.00. Tenant shall also remain fully liable for all Marshall, Sheriff Fees, Collection Agency, moving and storage fees if any are incurred by the Landlord. **Late fees for rents stamped after the "DUE DATE" (as per paragraph 3) by the US Postmaster shall be 5% of the monthly rent unpaid, plus \$3.00 a day every day after the 15th of that month until said rent is paid in full.** Landlord need not accept the late payment of rent after the fifth (5th) of the month without securing payment of any late fees. Said late fees shall be deemed as additional rent. Tenant is responsible for all collection agency fees which shall be no less than 35% above any amount due or judgment awards. Should a check being presented for rent or added rent be returned by Tenant's financial institution as unpaid, there is a \$50 fee charged for said unpaid check. Should a second check within a one year time frame be returned as unpaid then the Landlord reserves the right to refuse any method of future payment(s) of rent other than a Teller Check or Money Order and may collect late fees as delineated above, up until the rent is paid in full.

Modifications: The Tenant shall at no time change or "Modify" the premises, that is, hang wallpaper or

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vinyl coverings, change or install locks on any door(s), remove venetian blinds to install other window coverings WITHOUT the Landlord's EXPRESSED WRITTEN PERMISSION.

Waiver of Subornation: The Tenant agrees that in no event shall any right of subornation be asserted against the Landlord for any injury, damage or loss suffered by the Tenant whether due to negligence or otherwise.

Garbage: All garbage, refuse, waste, etc. shall be securely wrapped in plastic bags and placed in the proper receptacles designated by the Landlord as the case may be. Garbage is NOT to be kept or left in the hallways for any reason or for any length of time.

Common Areas: Common areas are to be kept free of Tenants belongings or garbage at all times to maintain a clear path in the event of an emergency.

Laundry Facilities: Paragraph 20 item 8 refers to the common area laundry room that the Tenants may utilize during the permitted hours of operation stated on the Laundry Room door. Tenant as well as their guests, friends or relatives must behave in the manner described under "TENANT CONDUCT". Tenant agrees to use said facility for the sole manner of doing laundry only and will not loiter. All machines are to be kept clean; all rubbish is to be dispensed in the receptacles provided.

Legal Expenses: Should the Landlord commence any legal proceedings against tenant to enforce any provision, paragraph or rule of this lease agreement or its attached rider(s) or if Tenant(s) or their guests fails to vacate the apartment after the Landlord terminates this lease agreement, the tenant will be responsible to pay for all legal and court expenses incurred from such an action. Tenant's security deposit may be used to pay for any legal and court expenses as a result of Tenant's default.

Condition of Apartment: Tenant has inspected the Premises, the fixtures, the grounds, building and improvements and acknowledges that the Premises are in good, clean and acceptable condition and are habitable. Upon vacating said Premises, Tenant agrees to return said Premises in the same manner as it was received. No garbage or personal belongings may be left behind. All appliances, venetian blinds (if provided), carpeting (if provided), bathroom tiles, fixtures, etc. must be left in a clean and good condition before vacating. Landlord may use security deposit to re-cover costs to clean and repair damaged property and or fixtures to the apartment/building as well as to remove abandoned belongings and furniture from the apartment or any storage areas.

Locks: No locks are to be installed on any door, window, window frame or cabinet without the Landlord's expressed written consent. Tenant shall address such a request in writing to Landlord by Certified Mail Return Receipt.

Security: Tenant understands that Landlord does not provide any security alarm system or other security for Tenant or the Premises. In the event any alarm system is provided, Tenant understands that such alarm system is not warranted to be complete in all respects or to be sufficient to protect Tenant or the Premises. Tenant releases Landlord from any loss, damage, claim or injury resulting from the failure of any alarm system, security or from lack of any alarm system or security.

Electronic and Communication Equipment: *At no time without the Landlord's expressed written permission are electronic devices, satellite dishes, or any other type of radio/electronic equipment including various types of wiring/box cable lines to be installed on the outside of the building/roof or be allowed to hang outside any Premises window.*

Dangerous Materials: Tenant shall not keep or have on or around the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the risk of fire or explosion on or around the Premises or that might be considered hazardous by any responsible insurance company.

Windows: At no time shall tenant install or lay onto the window any device without Landlord's expressed written permission. Tenant may not make any holes in window or window frame(s). Tenant is responsible for the condition of the glass and screens of the windows and sliding glass doors if any.

Repairs, Water Leaks and Tile Grout: All repairs and water leaks or any sign thereof throughout the Premises and all openings of tile joints, running toilets and other deteriorations in the bathroom and or kitchen must be reported immediately by the Tenant to the Superintendent in writing. If said repairs are not completed within 3 working days please inform management in writing and by phone. Tenant shall pay for all damages incurred for any / all unreported water leaks and tile deterioration.

Air Conditioning: Tenant is responsible for the maintenance of any air conditioning unit(s) in the Premises. Air conditioning is NOT a service provided by the Landlord. If there is a sleeve in the wall for an Air conditioning unit then Tenant may not install an Air conditioner unit in any of the windows of the

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apartment. Should Tenant install an A/C unit, there will be a 3% monthly charge per A/C unit based on the current monthly rent for the months of June, July & August of each of this lease any subsequent lease renewals that are in effect. This will only remain in effect until the submetering is approved by the State of New York and authorities having jurisdiction and is fully functioning.

Alterations: Tenant will not under any circumstance alter the electrical wiring, plumbing or gas lines in the apartment or building. Landlord does not allow the use or possession of laundry equipment or dishwashers in Tenants apartment. Any item that attaches or connects too Landlords property including doors, windows, walls and piping must be approved in writing by Landlord.

Balconies and Terraces: Should the apartment have a balcony or terrace the terms of this lease shall apply as if it is part of the apartment. Tenant must keep the balcony or terrace clean and is not allowed to install anything to the floor(s), walls of the building divider barrier(s) or railing(s) including but not limited to any type of carpeting, matting on the floor(s), or lighting, decorative lighting, wiring, banners, flags, screening devises on the balcony railings. Said balcony or terrace shall be kept broom clean at all times. It is Tenant’s responsibility to remove any snow or ice from the balconies or terrace any attached steps, saddles or railings. All drains and screens must be cleaned and checked regularly. Tenant is responsible for the care and condition of any glass or screen doors. Tenant is NOT allowed to cook on the balcony or terrace. Tenant shall not keep any plants or install any fencing, or make any additions to the balcony or terrace. If tenant does Landlord reserves the right to remove said items at any time and charge Tenant for the cost of removal and disposal if necessary. Tenant shall maintain the balcony or terrace in good repair.

Tenant acknowledges that the terrace/balcony could be a very dangerous place. It is tenant’s sole responsibility to ensure complete safety and supervision of all children and guests/invitees. Children are NEVER to be left unattended on the terrace/balcony. The tenant is not allowed to store any items on the balcony, attach anything to the railings, and should not allow anyone to lean against the railings.

Any and ALL Balcony/Terrace doors must be kept locked at all times when said Balcony/Terrace is not being utilized. To lock said Balcony/Terrace door; Lift and hold balcony/Terrace door lever upwards and while holding it in the upward position turn the lock knob (located directly below the door handle) until lock engages, release handle and CHECK that said door is locked.

Tenant agrees to indemnify and hold harmless Soundview Management Associates, LLC and its affiliates and employees, directors, agents and managers for any and all claims, expenses, damages and costs, including attorney’s fees resulting from any violation of this uses and lease agreement.

Electric Submetering: The following sixteen paragraphs concern submetering:

1. The Tenant acknowledges that while Consolidated Edison Company of New York, Inc. (“Con Edison”) or another local utility and/or energy services company (individually or collectively, the “distribution utility”) will be the provider of electricity to this building (the “Building”) and that the Landlord will be paying the charges for such electricity directly to this entity or entities (or its successor or successors), the Tenant will be required to pay the Landlord for the use of electricity at the Apartment on the basis of a separate (submetered) charge that will be billed to the Tenant by the Landlord or its third-party billing company on a monthly basis. The Tenant also acknowledges that, on November 20, 2013, in Case 13-E-0189—Petition of Soundview Management Associates, LLC, to Submeter Electricity at 50 and 80 Guion Place, New Rochelle, New York, Located in the Territory of Consolidated Edison Company of New York, Inc., the New York State Public Service Commission (“PSC”) approved the Landlord to submeter electricity to the Building’s residential tenants. In the event of non-payment of electric charges, the Landlord shall afford the Tenant all notices and protections available pursuant to the Home Energy Fair Practices Act (“HEFPA”) before any action(s) based on such non-payment, including but not limited to termination of service, is commenced.
2. The rate calculation to be used is the Con Edison Service Classification No. 8 (“SC-8”) for multiple dwellings—redistribution. Specifically, the electric consumption in each Apartment is multiplied by a calculated kilowatt hour (“kWh”) rate. The kWh rate includes, among other things, in accordance with the relevant Con Edison tariff, supply and delivery charges, a fuel adjustment charge, and a systems benefit charge. The kWh rate will be multiplied by each Apartment’s kWh usage to determine that unit’s bill. A service charge (presently \$4.00) and any applicable taxes will also be added to the bill to arrive at the total Tenant cost.

In no event will the total rate for a billing period (including any monthly administrative charge) exceed Con Edison’s tariff residential rate for direct metered service to such residents (*see* 16 NYCRR § 96.1 [i]).

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All Con Edison rates by classification are available on its website (www.coned.com) under Rates and Tariffs. The electric Rates and Tariffs are listed under the heading “P.S.C. No. 10 – Electricity.”

The Landlord or its third-party electric billing company will read the meters monthly and process a bill based on the Tenant’s actual consumption. The meter reading data and billing calculations will be documented and maintained for a 6-year period for each unit (*see* 16 NYCRR § 96.6 [j]).

3. If the Tenant has a question concerning the electric bill, please contact our third-party billing company, by mail at Quadlogic Controls Corporation, 33-00 Northern Blvd. 2nd Floor, Long Island City, NY 11101, by telephone at (212) 930-9300 (ext. 241), or by email at mendel@quadlogic.com. For all other questions concerning submetering, please contact the Landlord through the Management Office, by mail at Soundview Management Associates, LLC, PO Box 501, Greenwich, CT 06836, or by telephone at (914) 576-0055. The Landlord or third-party billing company shall investigate and respond to the Tenant in writing within fifteen (15) days of the receipt of the complaint. As part of this response, the Tenant shall be advised of the disposition of the complaint and the reason therefore. Alternatively, the Tenant may file a complaint with the PSC in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at (800) 342-3377, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at www.dps.ny.gov.
4. The Tenant will be afforded rights and protections available to residential energy consumers in New York State under HEFPA, including the ability to file a complaint with the PSC. The Tenant may contact the PSC at any time concerning submetered service in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at (212) 417-2234 or at (800) 342-3377, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at www.dps.ny.gov.
5. The Tenant may request balanced billing for your electric charges. Balanced billing divides the electric costs into equal monthly payments. Periodically, the balanced billing amounts will be reviewed and adjusted as necessary. At the end of one year, the Tenant shall be responsible to pay for any electric costs in excess of the balanced billing amount paid.
6. If the Tenant has difficulty paying the electric bill, you may contact the Landlord by telephone or by letter in order to arrange for a deferred payment agreement, whereby you may be able to pay the balance owed over a period of time. If the Tenant can show financial need, the Landlord can work with you to determine the length of the agreement and the amount of each monthly payment.
7. Regardless of your payment history relating to your electric bills, your electricity service will be continued if your health or safety or the health or safety of someone living with you is threatened. When the Landlord becomes aware of such hardship, the Landlord can refer you to the Department of Social Services. Please notify the Landlord if either of the following conditions exist:
 - a. **Medical Emergencies.** You must provide a medical certificate from a doctor or local board of health.
 - b. **Life Support Equipment.** You and/or those living with you suffer from a medical condition requiring electricity service to operate a life-sustaining device. You must provide a medical certificate from a doctor or local board of health.
8. Special protections may be available if the Tenant and/or those living with you are age eighteen (18) or younger or sixty-two (62) and older, blind, or disabled.
9. If the Tenant is age sixty-two (62) or older, you may be eligible for quarterly billing for your electrical charges.
10. The Tenant may designate a third party as an additional contact to receive notices of past due balances for your electrical charges.
11. As a residential customer for electricity, the Tenant also has certain additional rights assured by HEFPA.
12. Any submetering refunds will be credited to a submetered Tenant affected by the Landlord’s actions that led to such refunds provided that the Landlord has such contact information for such Tenant.

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13. The Tenant agrees that at all times the use of electricity in the Apartment shall never exceed the capacity of existing feeders to the Building or the risers, wiring, or electrical installations serving the Apartment. The Tenant shall not make any alterations, modifications, or additions to the electrical installations serving the Apartment.
14. The Landlord shall have the right to suspend electric service to the Apartment when necessary by reason of accident or for repairs, alterations, replacements or improvements necessary or desirable in the Landlord's judgment for as long as may be reasonably required by reason thereof and the Landlord shall not incur any liability for any damage or loss sustained by the Tenant or any other occupant of the Apartment as a result of such suspension. The Landlord shall not in any way be liable or responsible to the Tenant or any other occupant for any loss, damage, cost, or expense that the Tenant or any occupant of the Apartment may incur if either the quantity or character of electric service is changed or is no longer available or suitable for the Tenant's requirements or if the supply or availability of electricity is limited, reduced, interrupted, or suspended by the distribution utility serving the Building or for any reason or circumstances beyond the Landlord's control. Except as may be provided by applicable law, the Tenant shall not be entitled to any rent reduction because of a stoppage, modification, interruption, suspension, limitation, or reduction of electric service to the Apartment.
15. If the Landlord or its third-party billing company fails to deliver a bill to the Tenant for the use of electricity at the Apartment for any given billing period, then such failure shall not prejudice or impair Landlord's right to subsequently deliver or cause its third-party billing company to deliver such a bill to the Tenant, nor shall any such failure relieve or excuse the Tenant from having to pay to such bill, except as may otherwise be provided by applicable law.
16. IT IS A SUBSTANTIAL AND MATERIAL DEFAULT OF THE TENANT'S COVENANTS AND OBLIGATIONS UNDER THE LEASE IF, AFTER A COMPLAINT IS SATISFACTORILY RESOLVED IN ACCORDANCE WITH THE TENANT'S RIGHTS AFFORDED BY HEFPA, THE TENANT REFUSES TO PAY THE ELECTRICAL CHARGES. ACCORDINGLY, LANDLORD SHALL BE ENTITLED TO EXERCISE ALL RIGHTS AND REMEDIES AT LAW OR IN EQUITY.

Parking / Garage area(s): Tenant is not allowed to store any item other than a passenger vehicle that has a valid State registration and inspection sticker on the windshield or license plate of said vehicle. No other items without exception shall be stored in said Parking / Garage area(s). Playing, loitering and working on vehicles is not allowed at any time. Tenant is responsible for their own ice and snow removal on and around their vehicles.

Smoke & Carbon Dioxide Detectors: *Tenant fully understands that they are responsible for the maintenance of the smoke detectors within their apartment and warrant that they will check the operation of said smoke detector(s) on a regular basis. Maintenance includes but is not limited to changing the batteries.*

Tearing down the building: Should the Landlord want to tear down the entire building, Landlord shall be within his right to terminate this lease at the sooner of, the expiration of this lease agreement, or six months written notice. Said notice shall be by US postal mail certified mail return receipt requested or a mail carrier that has proof of delivery by signature.

Major Capital Improvements: The Landlord advises the Tenant herein that an application for increase in stabilized rent on the grounds of building-wide major capital improvements will be filed with the State Division of Housing and Community Renewal. Upon receipt of written request from Tenant, Landlord will provide documentation outlining the improvements, costs and potential rent increase if any.

Insurance: Tenant is to purchase Renters Insurance with the Landlord named as additionally insured. The Landlord is NOT responsible for any damage or theft to personal property within the Premises, common areas or parking area.

If there are any conflicts between the terms of the lease agreement and those terms contained in this rider, the terms of the Rider shall prevail.

Parking: _____ Indoor/Outdoor space(s) is/are included. Only tenant named in this lease agreement may park in the space designated as No. _____. Only a passenger vehicle may be parked in said space. Landlord is not responsible for any vehicle or any personnel belongings left inside said vehicle while parked on the property. The Landlord reserves the right to change the designated parking space from time to time. Tenant is not allowed to store anything in said parking space. No work may be done to tenant's vehicle while on Landlord's property. That includes but is not limited to changing motor or

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transmission fluids and making mechanical repairs or washing/waxing said vehicle.

TENANT FULLY UNDERSTANDS THAT PETS OF ANY KIND ARE NOT PERMITTED IN THE APARTMENT OR ON THE PROPERTY GROUNDS FOR ANY PURPOSE OR ANY LENGTH OF TIME.

** The Landlord is hereby offering the Tenant a Preferential Monthly Rent of _____ from the period of _____ to _____ and a Preferential Monthly Rent of _____ from the period of _____ to _____, notwithstanding the legal rent reserved on the face page of this lease. The preferential rent set forth in this lease is personal to the Tenant named in the Lease only and does not continue to the benefit of the Tenant's successors or assigns.*

Landlord

Tenant

Tenant