

APARTMENT UNIT LEASE (“Lease”)

LC MAIN, LLC (“Landlord”), who owns a subleasehold interest in the Premises, hereby leases to _____ (“Tenant”), and Tenant hereby leases from Landlord the Unit at the rent and for the term and in accordance with the terms and conditions set forth below:

PREMISES:	6 City Place, White Plains, NY 10601	UNIT:	#__ located in the Premises
LANDLORD:	LC MAIN, LLC	TENANT:	
	115 Stevens Ave., Valhalla, NY 10595		
Date of Lease:		Annual Rent:	\$
Lease Term:	One (1) Year	Monthly Rent:	\$
Commencement Date:		Security Deposit:	\$
Termination Date:			

1. Use and Occupancy

The Unit may only be used strictly for residential purposes and may only be occupied by _____

Any use other than expressly set forth in this Section 1 shall be deemed a default hereunder (without notice from Landlord) and Landlord may, in addition to and not in lieu of any other Landlord rights and remedies hereunder and/or at law and/or equity, terminate this Lease. Tenant shall not violate any of the terms and/or conditions in any superior lease and/or sublease or any other agreement to which this Lease is subordinate in accordance with the terms and conditions set forth in Section 15 of this Lease.

2. Inability to Give Possession

The failure of Landlord to give Tenant possession of the Unit on the Commencement Date shall not create liability for Landlord. In the event that possession of the Unit is not delivered on the Commencement Date, Monthly Rent hereunder shall begin on the date that possession of the Unit is delivered to Tenant and shall be prorated for that portion of the month in which possession is delivered.

3. Rent

Tenant shall pay Monthly Rent in full on the first day of each month of the Lease. Monthly Rent shall be paid in advance with no notice being required from Landlord. Tenant shall not deduct any sums from the Monthly Rent unless Landlord consents thereto in writing.

Upon signing this Lease, Tenant shall pay Landlord the first Monthly Rent due and a Security Deposit equal to the Monthly Rent. The entire amount of rent due for the Lease Term is due upon signing this Lease; however, Landlord consents to the Tenant paying same in monthly installments provided there exists no default(s) by Tenant under the terms of this Lease.

Additional Rent may include, but is not limited to any additional insurance premiums and/or expenses paid by Landlord which are chargeable to Tenant as stated hereinafter. Additional Rent is due and payable with the Monthly Rent for the next month after Tenant receives notice form Landlord that Additional Rent is due and payable.

4. Condition of Unit

Tenant acknowledges that Tenant is accepting the Unit in its “as is” condition. Tenant further acknowledges that Tenant has thoroughly inspected the Unit and has found the Unit to be in good order and repair and that the appliances, if any, are in good operating condition. Tenant further states that Tenant knows how to operate the appliances and shall do so in accordance with the manufacturer’s instructions.

5. Security

The Security Deposit is due upon the Tenant signing this Lease. The Security Deposit shall not be used for

the payment of Monthly Rent unless agreed to, in writing, by Landlord and Tenant. Landlord shall deposit the Security Deposit in a bank insured by the FDIC and same will accrue interest if mandated by law. Within ten (10) days after Tenant surrenders possession of the Unit at the expiration of the Lease Term, Landlord shall return the Security Deposit, less any documented cost of repairs as authorized by this Lease, to Tenant at an address Tenant provides.

6. Services and Utilities

Tenant is responsible for paying for all telephone and any other utilities (other than the Services) allocated to the Unit. Use of a freezer, air purifier, portable heater, air conditioner or similar appliances is prohibited without Landlord’s written consent.

Landlord will supply (a) heat, in such quantity and for such time as mandated by law, (b) hot and cold water, ~~(c) air conditioning, if already existing in the Unit,~~ (d) garbage removal from the Premises ~~and (e) electricity~~ (the “Services”). If the Services are temporarily interrupted due to an accident, emergency, repairs and/or for any other reason, Tenant’s obligation to pay rent, in full, shall not be affected thereby.

Landlord will also supply a refrigerator, stove/oven, dishwasher, air conditioning controls, clothes washer and clothes dryer (the “Appliances”). Any damage to the Appliances which is caused by the willful and/or negligent acts of Tenant and/or any Unit occupant(s) may be repaired by Landlord, the cost of which shall be Additional Rent.

7. Furnishings

The Unit is being delivered unfurnished. Tenant acknowledges that the Unit is in good condition and Tenant accepts same in “as is” condition.

8. Repairs and Alterations

Tenant shall maintain all appliances, equipment, furnishings and other personal property, if any, included under this Lease and, upon the surrender of the Unit on the Termination Date or earlier termination of this Lease as allowed hereunder, Tenant shall surrender same to Landlord in the same condition as received, reasonable wear and tear excepted. Tenant shall make all repairs caused by or resulting from Tenant’s and/or any Unit occupant(s)’ acts and/or negligence. If Tenant does not make such repairs, Landlord may make necessary repairs or replacement without notice to Tenant, the cost of which shall be Additional Rent. In the event that Tenant defaults under the terms of this Section 8, Landlord may deduct the cost of such repairs undertaken by Landlord from the Security Deposit and Tenant shall replenish any portion of the Security Deposit so deducted within ten (10) days after Landlord’s demand therefore.

Tenant shall not make any alterations, additions, modifications and/or changes to the Unit during the Lease Term.

9. Maintenance of Unit

Tenant shall maintain the Unit in a neat, clean and presentable condition.

10. Pets

Pets of any kind or nature shall not be allowed in the Unit.

11. Damage, Fire or Other Catastrophe

In the case of fire damage or other damage to the Unit not caused by Tenant, Tenant shall give Landlord immediate notice of same. Upon receipt of such notice, Landlord may either (a) repair the Unit or (b) terminate the Lease. If Landlord makes repairs to the Unit, Landlord shall have a reasonable time in which to do so. If the damage to the Premises or the Unit renders the Unit uninhabitable, Landlord shall give notice to Tenant, after repairs are made, of the date on which the Unit may be reoccupied. Monthly Rent for the period that Tenant can not occupy the Unit because of the damage shall be forgiven.

In the event that Landlord terminates this Lease because of the damage, Landlord shall give Tenant ten (10) days notice of Landlord's intent to so terminate, in which event, Monthly Rent shall be due for the period up to the date the Premises or the Unit incurred the damage.

Notwithstanding the provisions of Section 227 of the New York Real Property Law, if the building in which the Unit is situated is substantially damaged by fire or other catastrophe (the "Occurrence"), Landlord has the absolute right to demolish, renovate or rebuild the Premises. Landlord may terminate this Lease, in such event, upon thirty (30) days written notice to Tenant of Landlord's intent, which notice shall include the date on which the Lease terminates, which shall, in no event, be less than thirty (30) days from the date of said notice. By terminating this Lease in accordance with the terms of this Section, Landlord is not obligated to repair, renovate or rebuild the Premises. Monthly Rent and Additional Rent shall be paid by Tenant up to the date of the Occurrence.

12. Liability

Landlord shall not be liable to Tenant and/or Tenant's family, guests, invitees or agents for any damages or losses to person or property caused by other residents of the Premises or by any other persons. Tenant shall indemnify (reimburse if necessary) and hold Landlord harmless against all claims for damages to property or persons arising from Tenant's use of the Premises, or from any activity, work or thing done, by Tenant or by Tenant's family, guests, invitees or agents in or about the Unit or Premises (including reasonable legal fees and court costs we incur). Landlord shall not be liable for personal injury or damage or loss of any of Tenant's and/or Tenant's family's, guests', invitees' or agents' personal property (including, without limitation, furniture, jewelry, clothing, automobiles, food or medication in the refrigerator) resulting from theft, vandalism, fire, water, rain, snow, ice, earthquakes, storms, sewerage, streams, gas, electricity, smoke, explosions, sonic booms, or other causes or resulting from any breakage or malfunction of any pipes, plumbing fixtures, air conditioning system, or appliances, unless it is due to our failure to perform, or negligent performance of, a duty imposed by law. Landlord shall not be liable to Tenant for any loss or injury due to injury due to interruption or curtailment of heat, hot water, air conditioning or any other service furnished to Tenant, except as provided by law. Tenant agrees not to withhold any Annual and/or Monthly Rent, Additional Rent and/or any charges of any kind owed (or that may be owed) by Tenant to Landlord, nor will any Annual and/or Monthly Rent, Additional Rent and/or any such charges be abated, as a result of such interruption or curtailment. Any insurance coverage maintained by Landlord does not protect Tenant's person or property, whether located or stored inside or outside of the Unit and/or Premises.

This agreement by Tenant to indemnify Landlord (reimburse if necessary) defend and hold Landlord harmless against all claims for damages to property or persons arising from Tenant's use of the Premises specifically includes, but is not limited to, Tenant's use of the amenity areas, if any, at or on the Premises. Except

as required by law, neither Landlord nor its affiliates, agents, employees, successors or assigns, will be liable for any claims, cause of action or damages arising out of personal injury, property damage or loss that may be sustained in connection with the amenity areas, if any, either by Tenant or by any persons Tenant allows to use such areas, if any. Tenant, and any person Tenant allows to use such amenities, if any, agree to assume all risk as to using such amenities.

Tenant acknowledges and agrees that Landlord has not purchased insurance for Tenant's personal belongings or any personal property located in the Unit or anywhere on the Premises or for any personal liabilities that may be suffered or incurred by Tenant and/or Tenant's family, guests, invitees or agents or any other visitors to the Unit or the Premises. During the term of this Lease, Tenant shall purchase and maintain, at Tenant's sole cost and expense, a comprehensive personal liability policy or its equivalent, issued by a licensed insurance company that you select which provides limits of liability of at least \$100,000 per occurrence. All policies shall waive rights of subrogation against the Landlord. Tenant shall provide a copy of its insurance policies or certificates of insurance evidencing these insurance policies in form and content reasonably acceptable to Landlord at the time Tenant obtains the policies and on each annual renewal date for such insurance policies.

13. Landlord's Entry

Except in an emergency, for the purposes of repair, inspection, extermination, installation or repair of any system, utility or appliance or to do any work deemed necessary by Landlord, Landlord may enter the Unit on reasonable notice and at reasonable times. Upon giving such notice, Landlord may also enter the Unit to show the Unit to prospective purchasers, lenders or other persons deemed appropriate and necessary by Landlord. During the last three (3) months of the Term of this Lease, Landlord may enter the Unit to show the Unit to prospective tenants, during reasonable hours.

14. Assigning or Subletting

This Lease may not be assigned by Tenant nor shall Tenant sublet the Unit. Any assignment of this Lease and/or subletting of the Unit purportedly consummated in violation of the provisions of this Section 14 or otherwise shall be null and void and of no force or effect.

15. Subordination

This Lease and Tenant's rights hereunder are subject and subordinate to all existing and future superior leases and/or superior subleases of any kind for the land on which the Premises stand, to all mortgages on said leases and/or the Premises and/or the land and all renewals, modifications and extensions thereof. The foregoing shall be self operative without the execution of additional documentation, however, upon request by Landlord, Tenant shall execute any certificate to this effect.

16. Landlord's Consent

If, under the terms of this Lease, the consent of Landlord is required, such consent may be granted or withheld in Landlord's sole discretion unless expressly stated to the contrary.

17. Keys, Locks

Tenant shall give Landlord keys to all locks for the Unit. Tenant shall not change any locks or add any locks to the Unit without obtaining Landlord's consent (which consent shall not be unreasonably withheld), and if given, Tenant shall provide keys to Landlord for these locks.

18. Signs

Tenant shall not place any signs on the Premises or upon the grounds on which the Premises stand or in the Unit so as to be seen from outside the Unit.

Landlord shall have the right to place or cause to be placed on the Premises and/or upon the grounds on which the Premises stand or in or on the Unit, "For Rent" and/or "For Sale" signs.

19. Compliance with Authorities

Tenant shall, at its own cost and expense, comply promptly with all laws, rules, ordinances and directions of governmental and/or municipal authorities, insurance carriers and/or homeowners' associations, including, without limitation, the requirements and eligibility for applicants/tenants as set forth in the currently applicable Affordable Rental Housing Program Rules and Procedures of the City of White Plains.

20. Tenant's Defaults, Landlord's Remedies

A. Landlord must give Tenant notice of default (except for a default in the payment of Monthly Rent and/or Additional Rent) and Tenant, upon receipt of such notice must cure the default within the time stated hereinafter:

1. a default under Sections 8, 9, 10, 11, 12, 14, 17 or 21 of this Lease, ten (10) days;
2. a default under Section 28 of this Lease, thirty (30) days; and
3. a default under any other Section in this Lease, without notice (or, if any notice and/or time to cure period is stated in any Section, within the time period so set forth in such Section).

B. In the event that Tenant fails to cure a default within the time stated therefore (if any), Landlord may terminate this Lease. In such event, Landlord shall give Tenant notice stating the grounds for the termination and the date upon which this Lease shall terminate, such date being not less than five (5) days after the date of such notice at which time this Lease shall then terminate. Tenant shall be responsible for Monthly Rent and Additional Rent as set forth in this Lease up to the date of termination.

C. If this Lease is terminated or Tenant vacates the Unit prior to the Termination Date, Landlord may enter the Unit and remove Tenant and any person or property and/or commence summary proceedings for eviction. The aforesaid actions are in addition to, and not in lieu of, any other Landlord rights and remedies hereunder and/or at law and/or equity.

D. If this Lease is terminated or Landlord takes back the Unit:

1. Monthly Rent and Additional Rent for the unexpired portion of the Term immediately becomes due and payable. In addition, any cost or repair expended by Landlord shall be the obligation of Tenant and shall be deemed Additional Rent.
2. Landlord may re-rent the Unit and anything in it for any term and at any rental and any cost in connection therewith shall be borne by Tenant which may include, but is not limited to the cost of repairs, decorations, preparation for renting, broker's fees, advertising costs and attorney's fees. Any rent recovered by Landlord for the re-renting of the Unit shall reduce the amount of money that Tenant owes to Landlord.
3. Landlord may, in addition to 1 and/or 2 above, pursue any and all of its other rights and remedies hereunder and/or at law and/or equity.

21. Landlord's Rules

Tenant shall comply with these rules (the "Rules") at all times. If there is a change in the rules, Landlord will give Tenant notice of same. Landlord shall not be liable to Tenant for another Tenant's violation of the Rules. The rights afforded under the following Rules are for the sole benefit of Landlord:

- (a) the quiet enjoyment of other tenants shall not be interfered with;
- (b) sounds, odors and lights which are annoying to other tenants are not allowed;
- (c) floors within the Unit must be covered over 70% of the area of each room except for the bathroom and kitchen;
- (d) all posted rules must be followed;
- (e) smoking is not permitted in the Unit or hallways;
- (f) All flammable or dangerous items may not be kept or stored in the Unit;
- (g) no one is allowed access to or the enjoyment of the roof or the adjoining roof deck;
- (h) nothing shall be placed on or attached to the fire escapes, windows, doors or in the hallways or common areas;

(i) elevators, if any, are to be used by tenants and their guests only. Bicycles are not allowed in the elevators. Tenants and their guests are not to leave any garbage, trash and/or debris in the elevators;

(j) moving of furniture in and out of the Unit must be scheduled with the Landlord;

(k) all deliveries must be made by means of the service entrance, if any;

(l) laundry machines, if provided, may be used at tenants' risk and cost, may only be used at reasonable hours and all instructions for their use must be strictly followed;

(m) cleaning of the exterior of the windows from the outside is strictly forbidden;

(n) if parking is provided, improperly parked vehicles may be immediately removed at Tenant's cost;

(o) Tenant may not leave any baby carriages/strollers, bicycles, boxes, cartons and/or any items in hallways;

(p) Tenant shall use its best efforts to conserve energy and water;

(q) hot plates or means of cooking other than the stove and microwave are not permitted;

(r) any and all emergency exits in the Premises shall be kept free of blockage of any kind by Tenant and such emergency exits shall be used only in the event of an emergency.

22. Warranty of Habitability

Landlord warrants that the Unit and Premises are suitable for living and that they are free from any physical defects that are dangerous to health, life and/or safety.

23. Limitation of Recovery

Should Tenant obtain a judgment or other remedy from a court of competent jurisdiction for the payment of money by Landlord, Tenant is limited to the Landlord's interest in the Premises for the collection of same.

24. Construction and Demolition

Construction and/or demolition may be done in or near the Premises and if same interferes with the ventilation, view and/or enjoyment of the Unit, Tenant's obligations under this Lease shall, in no way, be affected. The foregoing sentence shall not grant Landlord the right to unreasonably interfere with the ventilation system in or serving the Unit, provided, however, Landlord shall have the right to temporarily interrupt the ventilation in relation to maintenance, repairs and/or temporary shut downs, in the event of casualty, in circumstances beyond Landlord's reasonable control and/or as required by law.

25. Demolition of Premises

Should Landlord deem it necessary to demolish the Premises, Landlord may terminate this Lease upon six (6) months written notice to Tenant provided such notice is given to all other tenants in the Premises. In such event, Tenant shall surrender the Unit to Landlord upon such date as set forth in the notice.

26. Landlord's Employees

The employees of Landlord shall not perform any work for Tenant at Tenant's request and Tenant shall not request any employees of Landlord to perform any such work or tasks. Such employees may not do any personal chores of Tenant. If, however, any of Landlord's employees are, in violation of the restriction set forth above in this Section 26, requested by Tenant to render services such as, but not limited to, moving automobiles, handling furniture, cleaning, or any other services not required of Landlord under the terms and conditions of this Lease, such employee will be deemed the agent or employee of Tenant (and not of Landlord) regardless of whether payment is made for such services; Tenant shall indemnify (reimburse if necessary), defend and hold Landlord harmless from all losses suffered by Tenant or any other person in such circumstances; and such obligations set forth in this Section 26 shall be in addition to, and not in lieu of, any of Landlord's other rights and remedies set forth in this Lease.

27. Condemnation

If any or part of the Premises is taken or condemned by any governmental authority, Landlord may terminate

LATE FEE ADDENDUM

Made in connection with the Apartment Lease
by and between LC Main, LLC ("Landlord")
and _____ ("Tenant")
Unit # _____

Dated: _____

Charges for Late Payment and Insufficient Funds

If any monthly installment of rent or any other payment required to be made by Tenant in accordance with this Lease is not paid by the 10th Day of the Month, a late charge of \$75.00 may be charged by Landlord for each month or fraction of each month from its due date until paid in full for the purpose of defraying the expense incurred by Landlord in processing late payments. Each late charge imposed by Landlord shall be paid as additional rent. No portion of this Article shall be construed to constitute a waiver or modification of: (i) Tenant's obligation to pay rent, in advance, on the first day of each month, or to pay, when due, any other payment required to be made by Tenant in accordance with this Lease; or (ii) Landlord's right to exercise any legal or equitable rights and/or remedies available to Landlord in connection with Tenant's failure to pay rent, additional rent or any other amount when same is due and payable.

If in any six (6) month period during this Lease, more than two (2) checks remitted by Tenant for payment of rent or other amounts due under this Lease are returned to Landlord unpaid or uncollected as a result of insufficient funds or otherwise, then Landlord shall have the right to require that Tenant pay all amounts due under this Lease by either Tenant's certified check, money order or official bank check, drawn on a bank with a banking office in the City of New York and made payable directly to Landlord. Landlord shall exercise this right by giving written notice thereof to Tenant.

If any check remitted by Tenant for payment of rent or any other amount due under this Lease is returned to Landlord unpaid for insufficient or uncollected funds or otherwise, Tenant shall be required to pay to Landlord, as additional rent, a fee equal to the greater of: (i) \$25 or (ii) the fee charged to Landlord by Landlord's bank for each returned check, to defray the expenses incurred by Landlord in connection with said check. The fee shall be paid to Landlord simultaneously with the delivery to Landlord of payment in substitution for the check that was returned to Landlord.

TENANT:

LANDLORD:

By: Summit Property Management, LLC
On behalf of LC Main, LLC

By: Bill Reitzig, Director of Asset Mgmt.

EMERGENCY EXIT ADDENDUM

Made in connection with the Apartment Lease
by and between LC Main, LLC ("Landlord")
and _____ ("Tenant")

Unit # _____

Dated: _____

The Tenant acknowledges they have been informed by Landlord or Landlord's Agent, that the Emergency Exit which leads to the recreation deck is **Private Property** and all Trespassers are subject to prosecution to the full extent of the law if found they are in violation of same.

TENANT:

LANDLORD:

By: Summit Property Management, LLC
On behalf of LC Main, LLC

By: Bill Reitzig, Director of Asset Mgmt.

UTILITY ADDENDUM

Made in connection with the Apartment Lease
by and between LC Main, LLC (“Landlord”)
and _____ (“Tenant”)
Unit # _____

Dated: _____

Tenant acknowledges that electricity is due and payable to the Landlord for a separate (submetered) charge that will be billed by the Landlord on a monthly basis together with the rent. Tenant agrees to pay all utility charges, including utility deposits and service fees assessed in connection with utility services provided to Tenant’s apartment during the term of the lease. In no event will the total annual rates (including a monthly administrative charge) exceed the utility’s tariffed residential rate for direct metered service to such residents as specified in Part 96.2b3 Residential Submetering (Public Service Law, §§65, 66). Should tenant have a complaint regarding submetering charges or service, tenant shall follow the procedures outlined below: Tenant should submit the complaint to the property manager of the building, which may be in written form, including the action or relief requested. The property manager shall investigate and respond to the complaint in writing within fifteen (15) days of the receipt of the complaint. If the tenant is dissatisfied with the property manager’s response, he or she may request a review of the outcome by filing a written protest within fifteen (15) days from the date of the response from the property manager. At that time the property manager will submit the grievance to an arbitrator as selected from the American Arbitration Association (or equivalent). The non-binding arbitration proceedings will be paid for entirely by the building and the tenant will be promptly notified of the arbitration procedure rules.

Consumer rights and protections are also available to the tenants under Home Energy Fair Practices Act. Tenants may contact the Department of Public Service at any time, www.dps.state.ny.us, if they are dissatisfied regarding management’s response to their complaint. The nearest office of the Public Service Commission is at 90 Church Street, New York, NY 10007; tenants may also call toll free number: 1-800-342-3377.

Tenant may request balanced billing. 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, tenant shall be responsible to pay for any electric costs in excess of the balanced billing amount paid.

If tenant has difficulty paying the electric bill, tenant may contact management by telephone or by letter in order to arrange for a deferred payment agreement, whereby tenant may be able to pay the balance owed over a period of time. If tenant can show financial need, management can work with tenant to determine the length of the agreement and the amount of each monthly payment.

Regardless of tenant’s payment history, management will continue electric service if tenant’s health or safety is threatened. When tenant becomes aware of such hardship, management can refer tenant to the Department of Social Services. Please notify management if the following conditions exist:

- (a) **Medical Emergencies.** Tenant must provide a medical certificate from a doctor or local board of health; or
- (b) **Life Support Equipment.** If tenant has life support equipment and a medical certificate.

Special protections may be available if tenant and/or those living with tenant are age eighteen (18) or younger or sixty-two (62) and older, blind, or disabled.

If tenant is age sixty-two (62) or older, tenant may be eligible for quarterly billing.

Tenant can designate a third party as an additional contact to receive notices of past due balances.

As a residential customer for electricity, tenant has certain additional rights assured by New York’s Home Energy Fair Practices Act (“HEFPA”).

TENANT:

LANDLORD:

By: Summit Property Management, LLC
On behalf of LC Main, LLC

By: Bill Reitzig, Director of Asset Mgmt.