

**Morgan Gun Hill
Apartment Lease**

Lease date:

LANDLORD:
MORGAN GUN HILL LLC
P.O. Box 1480
1170 Pittsford-Victor Road
Rochester, New York 14534

TENANT:

For rental of apartment:

Located at: Morgan Gun Hill
210 Lake Street
Ithaca, New York 14850

Lease Beginning: At 12:00am
Lease Ending: At 11:59pm

Total Rent Due Under Lease: \$
In Eleven Monthly Installments of: \$
Security Deposit: \$
Prorate Rent Paid in Advance: \$
Annual Trash Fee: \$
Annual Parking Fee: \$
Utilities Paid by Tenant: Electricity for
entire lease term.
Bank Holding Tenant's Security Deposit:
M & T BANK

LEASE

Lease dates as stated above are the beginning and ending dates of the lease. The total rent is broken down into monthly payments.

If apartment is available earlier than Lease beginning date mentioned above Landlord may but is not obliged to grant Tenant rights to occupy said apartment early. Tenant agrees that if they take residence of said apartment earlier than Lease beginning date, Tenant will pay a prorated rent for the number of days they occupy said apartment before the originally specified date.

RENT AND ADDED RENT

The rent payment for each installment is payable in advance on the first day of every month at the Landlord's address or such other place as the Landlord may designate. Landlord need not give notice to pay the rent. The installment must be paid in full and no amount subtracted from it. Tenant may be required to pay other charges to Landlord under the terms of this Lease. They are to be called "added rent". This added rent is payable as rent. If Tenant fails to pay the added rent on time, Landlord shall have the same rights against Tenant as if Tenant failed to pay rent. Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of the Lease.

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There is no penalty for rent received by the 5th of the month. If rent is received after the 5th day of the month, Tenant agrees to pay as added rent the amount of \$75.00.

If any payment made by personal check is not honored by Tenant's bank, Tenant agrees to pay a bad check penalty, in addition to all late charges described in the preceding paragraph through the date the check is honored for payment.

TIME WARNER CABLE TV AND INTERNET SERVICE

Tenant agrees and acknowledges as follows in connection with the Time Warner cable TV and Road Runner Internet access:

- A. As per Gun Hill's agreement with Time Warner, Time Warner will charge Gun Hill Residences \$500.00 for each internet cable modem Tenant fails to return at the end of the lease period. Tenant agrees that it is responsible to reimburse Gun Hill Residences such \$500.00 charge(s).
- B. Tenant agrees to complete and sign the customer service agreement with Time Warner.
- C. Tenant agrees that it will not seek to hold Gun Hill Residences responsible for any loss or interruption of television or RoadRunner service, or any other loss or damage incurred in any manner in connection with the use of such services, and Tenant further agrees that it will bring against Time Warner and not against Gun Hill Residence any claims, suits or demands in respect of any claims whatsoever that Tenant might have in such regard.
- D. Tenant will separately pay Time Warner for any services or charges incurred or ordered by Tenant beyond the basic services provided by Gun Hill Residences.
- E. Tenant is aware and agrees that it is illegal to connect additional computers to the internet service without paying for additional services.
- F. Tenant agrees they will be responsible for any/all damages within the apartment related to network wiring.

SECURITY

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Tenant has given a security deposit to Landlord in the amount stated above. The security deposit has been deposited in the Bank named above. If Tenant does not pay rent on time, Landlord may use the security deposit to pay for rent past due. If Tenant fails to perform any other term in this Lease, Landlord may use the security deposit for payment of money Landlord may spend, or damages Landlord suffers because of Tenant's failure. If the Landlord uses the security deposit Tenant shall upon notice from Landlord, send to Landlord an amount equal to the sum used by Landlord. At all times Landlord is to have the amount of security deposit stated above.

If Tenant fully performs all terms of this Lease, pays rent on time and leaves the Apartment in good condition on the last day of the Term, then Landlord will return the security deposit being held. The security deposit may not be used as payment of the last month's rent. If Tenant fails to take occupancy of the apartment for any cause, Tenant agrees to forfeit all deposits paid including security deposit, last months rent, trash, and parking fees.

If Landlord sells or leases the Building, Landlord may give the security deposit to the buyer or lessee. In that event Tenant will look only to the buyer or lessee for the return of the security deposit. The security deposit is for Landlord's use as stated in this Section. Landlord may put the security deposit in any place permitted by law. If the law states the security deposit must bear interest, unless the security deposit is used by Landlord as stated, Landlord will give Tenant the interest less the sum Landlord is allowed to keep for expenses. If the law does not require the security deposit to bear interest, Tenant will not be entitled to it. Landlord need not give Tenant interest in the security deposit if Tenant is not fully performing any term in this Lease.

MAINTENANCE OF HEAT LEVELS

Tenant agrees to maintain at all times, including any winter break periods or other periods during which the Apartment is unoccupied, sufficient heat levels in the Apartment so as to prevent the freezing of any domestic water or sprinkler pipes in the apartment or in adjoining areas, and in any case not to permit the temperature to fall below 60 degrees F in any area of the Apartment. Tenant agrees that during cold weather months all windows and skylights will be properly and completely closed during periods that the Apartment is unoccupied. Tenant agrees to leave ALL heat breakers on and EVERY thermostat in the apartment – including but not limited to thermostats in the living room, bedroom(s), bathrooms(s), and kitchen – set to at least 60 degrees F. or higher during the winter months, specifically including but not limited to those periods when tenants are away for semester break, vacation,

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etc. Tenant will be responsible for all damage caused to the Apartment, any other affected apartments and the Building as a result of its violation of this Section.

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SERVICES/UTILITIES

Stopping or reducing of any service(s) will not be reason for Tenant to stop paying rent, to make a money claim or to claim eviction. Damage to the equipment or appliances supplied by Landlord caused by Tenant's act or neglect may be repaired by Landlord at Tenant's expense. The repair cost will be added rent.

It is understood that the Apartment is not in a security building and that Landlord is not providing any security services to Tenant.

During the Rental Term, Landlord agrees to furnish to a Tenant, who is not in default, utility services, without additional charge, unless such services are separately metered to the Tenant.

Tenant must not use a dishwasher, washing machine, dryer, freezer, heater, ventilator, air-cooling equipment or other appliances unless installed by Landlord or with Landlord's written consent. Tenant must not use more electric than the wiring or feeders to the building can safely carry.

Landlord may stop service of the plumbing, heating or electrical systems, because of accident, emergency, repairs, or changes, until the work is complete. If unable to supply any service because of labor trouble, Government order, lack of fuel supply or other cause not controlled by Landlord, Landlord is excused from supplying that service. Service shall resume when Landlord is able to supply it.

ALTERATIONS

Tenant must obtain Landlord's prior written consent to install any paneling, flooring, "built in" decorations, partitions, railings or make alterations or to paint or wallpaper the Apartment. Tenant must not change the plumbing, ventilation, air conditioning, electric or heating systems. If consent is given, the alterations and installations shall become the property of Landlord when completed and paid for. They shall remain with and as part of the Apartment at the end of the term. Landlord has the right to demand that Tenant remove

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the alterations and installations. Tenant shall comply with the demand at Tenant's own cost.

If a Mechanic's lien is filed on the Apartment or Building for Tenant's failure to pay for alterations or installations in the Apartment, Tenant must immediately pay or bond the amount stated in the Lien. Landlord may pay or bond the Lien if Tenant fails to do so within 20 days after Tenant is given notice about the Lien. Landlord's cost shall be added rent.

REPAIRS AND HOUSEKEEPING

Tenant must take good care of the Apartment and all equipment and fixtures in it. Tenant must, at Tenant's cost, make all repairs and replacements whenever the need results from Tenant's act or neglect. If Tenant fails to make a needed repair or replacement, to the satisfaction of the Landlord, Landlord may do it. Landlord's expense will be added rent. Landlord will also assess Tenant an administrative fee equal to 15% of the cost of the repair of the damage, cleaning or replacement, including any such costs incurred during the turnover period at the end of the lease term. Tenant will maintain a level of housekeeping so as to keep the apartment in a clean, sanitary and orderly condition. Tenant agrees to take measures to prevent moisture accumulation and mold growth, including appropriate climate control, regular cleaning, removal of visible moisture accumulation. Tenant hereby acknowledges that he/she has received the information regarding mold and actions to mitigate its risks. Tenant also agrees to promptly report leaks, moisture or visible evidence of mold growth in their apartment, plumbing leaks, and/or any water accumulation due to leaks. In the event Tenant fails to do so, Landlord may arrange for Tenant's apartment to be cleaned and bill the cost thereof to Tenants as added rent.

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EXTERMINATION

Landlord will give Tenant written notice of scheduled insect extermination dates. Landlord will provide information of extermination materials used upon Tenant's request. Tenant hereby agrees to notify Landlord at first notice of any onset of insects. Tenant also hereby agrees that if Tenant brings in any problematic insects to their apartment, including but not limited to bed bugs, Tenant will pay for all expenses related to the eradication of said insect problem. Tenant also agrees that if Tenant's lack of housekeeping brings

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about the onset of an insect problem Tenant will be held responsible for any and all expenses related to the eradication of said insect problem.

FIRE, ACCIDENT, DEFECTS, DAMAGE

Tenant must give Landlord prompt notice of fire, accident, damage or dangerous or defective conditions. If the Apartment can not be used because of fire or other casualty, Tenant is not required to pay rent for the time the Apartment is unusable. If part of the Apartment cannot be used, Tenant must pay rent for the usable part. Landlord shall have the right to decide which part of the Apartment is usable. Landlord need only repair the damaged structural parts of the Apartment. Landlord is not required to repair or replace any equipment, fixtures, furnishings or decoration unless originally installed by Landlord. Landlord is not responsible for delay due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control.

If the fire or other casualty is caused by an act or neglect of Tenant or guest of Tenant, or at the time of the fire or casualty Tenant is in default in any term of this Lease, which relates directly to the fire or casualty, then all repairs will be made at Tenant's expense and Tenant must pay the full rent with no adjustment. The cost of the repairs will be added rent.

Landlord has the right to demolish or rebuild the Building if there is substantial damage by fire or other casualty. Even if the Apartment is not damaged, Landlord may cancel this Lease within 30 days after the substantial fire or casualty by giving Tenant notice of Landlord's intention to demolish or rebuild. The Lease will end 30 days after Landlord's Cancellation notice to Tenant. Tenant must deliver the Apartment to Landlord on or before the cancellation date in the notice and pay all rent due to the date of the fire or casualty. If the Lease is cancelled Landlord is not require to repair the Apartment or Building. The cancellation does not release Tenant of liability in connection with the fire or casualty. This Section is intended to replace the terms of New York Real Property Law Section 227. Tenant has no right to cancel this Lease due to fire or casualty.

LIABILITY

Landlord is not liable for loss, expense, or damage to any person or property, unless due to Landlord's negligence. Landlord is not liable to Tenant for permitting or refusing entry of anyone into the Building.

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Tenant must pay for damages suffered and money spent by Landlord relating to any claim arising from any act or neglect of Tenant. If an action is brought against Landlord arising from Tenant's act or neglect Tenant shall defend Landlord at Tenant's expense with an attorney of Landlord's choice.

If Landlord incurs any expense of any nature, including but not limited to, reasonable attorney's fees, service of legal process fees and court filing fees, in instituting, prosecuting and/or defending any action or proceeding institute by reason of any default by Tenant, then the sum or sums so paid or required to be paid together with interest shall be deemed to additional rent and shall be due and payable immediate following the incurring of such expenses or payments.

Tenant is responsible for all acts of Tenant's family, employees, guests or invitees.

Tenant should carry whatever property or liability insurance Tenant may require.

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ENTRY BY LANDLORD

Landlord may enter the Apartment at reasonable hours to: repair, inspect, exterminate, install or work on master antennas or other systems and perform other work the Landlord decided is necessary, or to show the Apartment to possible buyers, lenders, or new tenants.

If Landlord enters the Apartment, Landlord will try not to disturb Tenant. Landlord may keep in the Apartment all equipment necessary to make repairs or alterations to the Apartment or Building. Landlord is not responsible for disturbance or damage to Tenant because of performing work or keeping the equipment in the Apartment. Landlord's use of the Apartment does not give Tenant a claim of eviction. Landlord may enter the Apartment to get to any part of the Building.

Landlord has the right at any time to permit the following people into the Apartment: (i) receiver, trustee, assignee for benefit of creditors; or (ii) sheriff, marshal or court officer and (iii) any person from fire, police, building, or sanitation department or other state, city or Federal Government. Landlord has no responsibility for damage or loss as a result of those persons being in the Apartment.

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CONSTRUCTION OR DEMOLITION

Construction of demolition may be performed in or near the Building. Even if it interferes with Tenant's ventilation, view or enjoyment of the Apartment it shall not affect Tenant's obligation to this Lease.

ASSIGNMENT AND SUBLEASE

Tenant shall not assign or sublet, in whole or in part, the demised premises without the express written consent of Landlord. In the event such consent is given by Landlord, it is understood that only a Sublessee approved by Landlord shall be acceptable, under the terms of this paragraph. Landlord will not be party to any sublet agreement and the Tenant shall remain responsible for all the conditions and obligation under this lease and for insuring the Sublessees' performance of said conditions and obligations. Tenants are still responsible for payment of rent to Landlord and all other obligations under the Lease. Lessees and/or sub lessees agree not to disconnect electrical service until termination of lease.

SUBORDINATION

This Lease and Tenant's rights, are subject and subordinate to all present and future:(a) leases for the Building or the land on which it stands, (b) mortgages on the leases or the Building or land, (c) agreements securing money paid or to be paid by a lender, and (d) terms, conditions, renewals, changes of any kind and extensions of the mortgages, leases or lender agreements. Tenant must promptly execute any certificate(s) that Landlord requests to show that this Lease is so subject and subordinate. Tenant authorizes Landlord to sign these certificate(s) for Tenant. Landlord may borrow money from a lender. The lender may request an agreement for changes in this Lease. Tenant must sign the agreement if it does not change the Rent, Term, or alter the Apartment.

TENANT'S CERTIFICATE

Upon request by Landlord, Tenant shall sign a certificate stating the following: (1) This Lease is in full force and unchanged (or if changes, how it was changed); and (2) Landlord has fully performed all of the terms of this Lease and Tenant has no claim against Landlord; and (3) Tenant is fully performing all the terms of the Lease and will continue to do so; and (4) rent and added rent have been paid to date. The certificate will be addressed to the party Landlord chooses.

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CONDEMNATION

If all of the Apartment or Building is taken or condemned by a legal authority, the Term and Tenant's rights shall end as of the date the authority takes title to the Apartment or Building. If any part of the Apartment or Building is taken, Landlord may cancel this Lease on notice to Tenant. The notice shall set a cancellation date not less than 30 days from the date of the notice. If the Lease is cancelled, Tenant must deliver the Apartment to the Landlord on the cancellation date together with all rent due to that date. The entire award for any taken belongs to Landlord. Tenant gives Landlord any interest Tenant may have to any part of the award. Tenant shall make no claim for the value of the remaining part to the Term.

TENANT'S DUTY TO OBEY LAWS AND REGULATIONS

Tenant must, at Tenant's expense, promptly comply with all laws, orders, rules, requests, and directions, of all governmental authorities, Landlord's insurers, Board of Fire Underwriters, or similar groups. Notices received by Tenant from any authority or group must be promptly delivered to Landlord. Tenant may not do anything which may increase Landlord's insurance premiums. If Tenant does, Tenant must pay the increase in premium as added rent.

TEARING DOWN THE BUILDING

If the Landlord wants to tear down the entire Building, Landlord shall have the right to end this Lease by giving six (6) months notice to Tenant. If Landlord gives Tenant such notice and such notice was given to every Tenant in the Building, then the Lease will end and Tenants must leave the Apartment at the end of the 6-month period in the notice.

LIABILITY FOR PROPERTY LEFT WITH LANDLORD'S EMPLOYEES

Landlord's employees are not permitted to care for Tenant's personal property. Tenant must not leave property with any of Landlord's employees. If Tenant violates this Paragraph, Landlord is not responsible for (a) loss, theft or damage to the property, and (b) injury caused by the property or its use.

PARKING AND COURTYARD AREAS

There is a parking and courtyard area. Landlord may give Tenant permission to use it. Tenant will use the area at Tenant's own risk and must pay all fees

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Landlord charges. Tenant agrees that with respect to vehicles in the parking lot, Landlord is not responsible for any damage to vehicles, theft of contents in vehicles or theft of vehicles. Parking privileges are non-transferable.

TERRACES AND BALCONIES

The Apartment may have a terrace or balcony. The terms of this Lease apply to the terrace or balcony as if part of the Apartment. The Landlord may make special rules for the terrace and balcony. Landlord will notify Tenant of such rules.

Tenant must keep the terrace or balcony clean and free from snow, ice, leaves and garbage and keep all screens and drains in good repair. No cooking is allowed on the terrace or balcony. Tenant may not install a fence or any addition on the terrace or balcony. If Tenant does, Landlord has the right to remove them at Tenant's expense.

CORRECTING TENANT'S DEFAULTS

If Tenant fails to correct a default after notice from Landlord, Landlord may correct it at Tenant's expense. Landlord's costs to correct the default shall be added rent.

NOTICES

Any notice to Landlord shall be in writing and delivered by Tenant, either in person or by certified or registered mail, prepaid to the Landlord's address. Any notice by Landlord to Tenant may be verbal or in writing and delivered by any means whatsoever at any place where Tenant may be found.

TENANT'S DEFAULT

A. The following are defaults and must be cured by Tenant within the time stated after receipt of notice from Landlord:

- (1) Failure to pay rent or added rent on time, 3 days.
- (2) Failure to move into the Apartment within 30 days after the beginning date of the Term, 5 days.
- (3) Issuance of a court order under which the Apartment may be taken by another party, 5 days.

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(4) Improper conduct by Tenant annoying other tenants, 3 days.

(5) Failure to comply with any other Term or Rule in the Lease, 5 days.

If Tenant fails to cure the default in the time stated, Landlord may cancel the Lease by giving Tenant a cancellation notice. The cancellation notice will state the date the Term will end which may be not less than 3 days after the date of the notice. On the cancellation date in the notice the Term of this Lease shall end. Tenant must leave the Apartment and give Landlord the keys on or before the cancellation date. Tenant continues to be responsible as stated in this Lease.

B. If Tenant's application for the Apartment contains any misstatement of fact, Landlord may cancel this Lease. Cancellation shall be by cancellation notice as stated in Tenant's Default.

C. If (1) the Lease is cancelled; or (2) rent or added rent is not paid on time; or (3) Tenant vacates the Apartment, Landlord may, in addition to other remedies, take any of the following steps: (a) enter the Apartment and remove Tenant and any person or property, and (b) use eviction or other lawsuit method to take back the Apartment.

D. If this Lease is cancelled, or Landlord takes back the Apartment, the following takes place:

(1) Rent and added rent for the unexpired Term becomes due and payable. Tenant must also pay Landlord's expenses as stated below.

(2) Landlord may relet the Apartment and anything in it. The reletting may be for any Term. Landlord may charge any rent or not rent and give allowances to the new tenant. Landlord may, at Tenant's expense, do any work Landlord feels needed to put the Apartment in good repair and prepare it for renting. Tenant stays liable and is not released in any matter.

(3) Any rent received by Landlord for the re-renting shall be used first to pay Landlord's expenses and second to pay any amounts Tenant owes under this Lease. Landlord's expenses include the costs of getting possession and re-renting the Apartment, including, but not only reasonable legal fees, brokers fees, cleaning and repairing costs, decorating costs and advertising costs.

(4) From time to time Landlord may bring actions for damages. Delay or failure to bring an action shall not be a waiver of Landlord's rights. Tenant is

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not entitled to any excess of rent collected over the rent paid by Tenant to Landlord under this Lease.

(5) If Landlord relets the Apartment combined with other space an adjustment will be made based on square footage. Money received by Landlord from the next tenant, other than the monthly rent, shall not be considered as part of the rent paid to Landlord. Landlord is entitled to all of it.

Landlord has no duty to relet the Apartment or in any other manner to mitigate damages. If Landlord does relet, the fact that all or part of the next tenant's rent is not collected does not affect Tenant's liability. Landlord has no duty to collect the next tenant's rent. Tenant must continue to pay rent, damages, losses and expenses with offset.

(E) If Landlord takes possession of the Apartment by Court order, or under the Lease, Tenant has no right to return to the Apartment.

BANKRUPTCY, INSOLVENCY

If (1) Tenant assigns property for the benefit of creditors, (2) Tenant files a voluntary petition or an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or (3) a trustee or receiver of Tenant or Tenant's property is appointed, Landlord may give Tenant 30 days notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within 30 days, the Term shall end as of the date stated in the notice. Tenant must continue to pay rent, damages, losses and expenses without offset.

NO WAIVER

Landlord's failure to enforce, or insist that Tenant comply with a term in this Lease is not a waiver of Landlord's rights. Acceptance of rent by Landlord is not a waiver of Landlord's rights. The rights and remedies of Landlord are separate and in addition to each other. The choice of one does not prevent Landlord from using another.

ILLEGALITY

If a term in this Lease is illegal that term will no longer apply. The rest of this Lease remains in full force.

REPRESENTATIONS, CHANGES IN LEASE

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Tenant has read this Lease. All promises made by the Landlord are in this Lease. There are not others.

LANDLORD UNABLE TO PERFORM

If due to labor trouble, government order, lack of supply, Tenant's act or neglect, or any other cause not fully within Landlord's reasonable control Landlord is delayed or unable to (a) carry out any of Landlord's promises or agreements, (b) supply any service to be supplied, (c) make any required repair or change in the Apartment or Building, or (d) supply any equipment or appliances, this Lease shall not be ended or Tenant's obligations affected.

LIMIT OF RECOVERY AGAINST LANDLORD

Tenant is limited to Landlord's interest in the Building for payment of a judgment or other court remedy against Landlord.

NOTICE TO VACATE

Tenant hereby agrees to give Landlord written notice no later than January 31st if Tenant intends to vacate the apartment at the end of the lease term. If Tenant fails to give notice to vacate, Tenant shall be liable for damages in the amount of one (1) month's rent. Landlord may deduct such damages, payable as additional rent, from the balance of security deposit which Tenant would otherwise be entitled to receive.

END OF TERM

At the end of the Term, Tenant must: leave the Apartment clean and in good condition, subject to ordinary wear and tear; remove all Tenant's property and all Tenant's installation and decorations repair all damages to the Apartment and Building caused by moving; and restore the Apartment to its condition at the beginning of the Term. Landlord has the right to redecorate the Apartment during the last month of the Term in the event that the Tenant has removed most or all of Tenants property. If Tenant does not relinquish apartment to Landlord by 11:59pm on the lease-ending date, Tenant will be charged a penalty equivalent to twice the daily rental rate.

SPACE "AS IS"

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Tenant has inspected the Apartment and Building. Tenant states they are in good order and repair and takes the Apartment as is. Sizes of rooms stated in brochure or plans of the Building or Apartment are approximate and subject to change. This Lease is not affected or Landlord liable if the brochure or plans does not show obstructions or are incorrect in any manner.

QUIET ENJOYMENT AND HABITABILITY

Subject to the terms of this Lease, as long as Tenant is not in default Tenant may peaceably and quietly have, hold, and enjoy the Apartment for the Term.

LANDLORD'S CONSENT

If Tenant requires Landlord's consent to any act and such consent is not given, Tenant's only right is to ask the Court to force Landlord to give consent. Tenant agrees not to make any claim against Landlord for money or subtract any sum from the rent because such consent was not given.

LEASE BINDING ON

This Lease is binding on Landlord and Tenant and their heirs, distributees, executors, administrators, successors and lawful assigns.

LANDLORD

Landlord means the owner, or the lessee of the Building, or a lender in possession. Landlord's obligation ends when Landlord's interest in the Building is transferred. Any acts Landlord may do may be performed by Landlord's agents or employees.

RESIDENT SHUTTLE BUS SERVICE

Tenant agrees that:

1. Service is exclusively limited to residents of Gun Hill Residences and is conditioned on the showing of the bus pass issued herewith on every occasion the service is used. No guests, visitors or friends of residents may use the service.
2. Bus passes being issued herewith are strictly non-transferable. They will be shown without need for request every time the bus is boarded. They will also be shown upon request to any employee of Landlord, and surrendered

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immediately upon request from any such employee. The pass will automatically become null and void, and will be surrendered immediately upon the termination for any reason of user's lease agreement. Residents may be required to show additional picture identification upon the request of Landlord's employees or the bus driver.

3. User agrees to be courteous to the bus driver and to follow any instructions he or she may issue. Users further agree to conduct themselves in a quiet and courteous way at all times while on the bus.

4. Landlord is not responsible for any change, limitation, lateness or elimination of this service generally or on any given day. It is being offered gratuitously by Landlord in excess of any contractual obligations.

5. In the event a bus pass is lost or stolen, it is in the sole discretion of Landlord whether or not to issue a new pass. The charge will be \$25.00.

6. Landlord may make changes, amendments, additions or deletions to this Bus Users Agreement at any time, and undersigned agrees that any use of this bus service subsequent to three day's posting of such changes on the laundry/mail room bulletin board and/or by email constitutes full acceptance thereof.

ORAL CHANGES

The provisions of the Apartment Lease are not subject to verbal modification.

PARAGRAPH HEADINGS

The paragraph headings are for convenience only.

RULES AND REGULATIONS

Tenant must comply with these Rules. Notice of new or changed Rules will be given to Tenant. Landlord need not enforce Rules against other Tenants. Landlord is not liable to Tenant if another tenant violates these Rules. Tenant receives no rights under these Rules:

(1) The comfort or rights of other Tenants must not be interfered with. Annoying sounds, smells and lights are not allowed.

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(2) No one is allowed on the roof. Nothing may be placed on or attached to fire escapes, sills, windows or exterior walls of Apartment or in the hallways or public areas. Clothes, linens or rugs may not be aired or dried from the Apartment or on terraces.

(3) Tenant must give to Landlord keys to all locks. Locks may not be changed or additional locks installed without Landlord's consent. Doors must be locked at all times. Windows must be locked when Tenant is out. All keys must be returned to Landlord at the end of the Term.

(4) Dogs, cats or other animals or pets are not allowed in the Apartment or Building. In the event pets are discovered on the premises, it is understood it will result in a charge for each instance to cover flea treatments/carpet cleaning, etc. Continual violation will result in eviction.

(5) Garbage disposal rules must be followed. Wash lines, vents and plumbing fixtures must be used for their intended purpose. Tenant will be charged \$20/bag if the Landlord has to perform these duties for the Tenant. Tenant also agrees to comply with all government ordinances mandating recycling.

(6) Laundry machines, if any, are used at Tenant's risk and cost. Instructions must be followed. Landlord may stop their use at any time.

(7) Moving furniture, fixtures or equipment must be scheduled with Landlord. Tenant must not send Landlord's employees on personal errands.

(8) Improperly parked, unlicensed, unregistered or inoperable vehicles may be removed by Landlord without notice at Tenant's expense and said charges become added rent under the terms of the Lease.

(9) Major repairs to motor vehicles, including oil changes, are not permitted in the parking areas.

(10) Recreational vehicles are not permitted without the prior consent of the Landlord, and, in the event consent is given, in only those areas designated by Landlord.

(11) Tenant will cooperate with Landlord's employees during snow removal operations by moving Tenant's vehicle when requested.

(12) The entrances, halls and stairways may only be used to go to or leave the Apartment.

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- (13) Inflammable or dangerous things may not be kept or used in the apartment or any storage area.
- (14) Bicycles, scooters, skateboards or skates may not be kept or used in lobbies, halls or stairways. Carriages and sleds may not be kept in lobbies, halls or stairways.
- (15) Blinds for each window will be provided by Landlord. Tenant agrees to maintain blinds and use proper handling procedures when using blinds.
- (16) No objects that will obstruct hallways, entranceways, sidewalks, or any other portion of the buildings shall be placed by Tenant. If Tenant stores personal belongings in any common area, Landlord has the right to remove and store the items at Tenant's expense. Charges for labor and storage will become added rent.
- (17) If the Landlord furnishes a storage area, Tenant agrees that use of same is at the Tenant's risk. Tenant agrees to maintain such a space in a clean orderly manner.
- (18) No sign, signal, advertisement or illumination shall be placed in any window, hallway or any other part of the building(s) without prior written approval of Landlord.
- (19) No motor vehicles, including motorcycles, are allowed in the courtyard or on the grass areas of the parking lot. The responsible Tenant will be charged a fine of \$100.00 plus the cost of any repairs, as added rent, for each violation of this provision.
- (20) Tenant is responsible for maintaining all carpeting, vinyl floors, hardwood floors or any other type of floor covering according to the manufacturers recommendations.
- (21) Sweepings, rubbish, rags, diapers, sanitary napkins, or other improper articles must not be disposed of in any toilet, sink, or other plumbing fixtures. Violation of this rule will result in the Tenant being charged for any corrective actions or repairs. Charges will become added rent.
- (22) Tenant shall not throw anything out of the windows.
- (23) No antenna or satellite dish of any kind shall be placed on trees, roofs or any other part of the building.

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(24) Tenant shall conserve energy.

(25) The Landlord may at Landlords discretion receive and/or sign for packages delivered to Landlords place of business that are intended for delivery to Tenant. Landlord accepts no responsibility for said packages, either financially or otherwise, and will not be held liable for loss, theft, damage or any other act that may affect tenant.

(26) Waterbeds are not allowed in the apartments or buildings.

(27) Tenant shall not use abrasive cleaning products on the shower/tub as it is made of fiberglass.

28) Tenant agrees to NEVER hang or attempt to hang ANYTHING from the sprinkler heads or sprinkler pipes (ie: decorations, coat hangers, etc.)

(29) Tenant agrees to NEVER place or put ANYTHING on top of or within 20" from the living room ETS heater, or within 18" of the bath and/or bedroom heaters.

Signatures, effective date: Landlord and Tenant have signed this Lease as of the above date. It is effective when Landlord delivers to Tenant a copy signed by all parties:

LANDLORD:

MORGAN GUN HILL LLC

WITNESS

PROPERTY MANAGER

WITNESS

TENANT

WITNESS

TENANT

WITNESS

TENANT

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