

Lease Agreement

This Lease Agreement ("Lease") is entered into on March 6, 2026, by and between 57-59 Main Street, LLC ("Landlord"), and current Tenants

Leased Property. The Landlord hereby leases to the Tenant the apartment located at 57-59 Main St., Saranac Lake, New York 12983 ("Leased Property").

Term. This Lease will start on March 6, 2026 ("Start Date") and will continue thereafter as a month-to-month tenancy. The Tenant will be entitled to possession of the Leased Property beginning on the Start Date and shall maintain possession of the Leased Property until either party gives the other party advance written notice of the intention to terminate the tenancy ("Termination Date"). The notice to terminate must be either delivered in person or sent by certified or registered mail to the other party. Rent will be due and payable up to and including the date of termination.

The Landlord hereby reserves the right to cancel or terminate this Lease before the Termination Date if the Landlord sells the Leased Property. To exercise this right, the Landlord shall give the Tenant written notice of the Landlord's intention to sell the Leased Property and terminate this Lease. The notice shall prescribe the date by which the Tenant is required to vacate and surrender the Leased Property ("New Termination Date"). The New Termination Date must be at least 60 days after the date of the notice. The Tenant agrees to vacate and surrender the Leased Property on or before the specified New Termination Date. This Lease shall be null and void as of the New Termination Date set forth in the notice.

Rent.

The Rent shall be paid by the following method(s):

- Electronic Payment Methods
- Personal Check
- Cash
- Other forms of Payment approved by landlord

The Rent shall be payable to 57-59 Main Street LLC. Cash and Personal Checks can be dropped off at Blue Line Insurance office located at 57-59 Main Street. The Landlord can be reached by phone/text at 5183226279 or by email at mike@57-59mainst.com.

If any payment is returned for non-sufficient funds or because the Tenant stops payments, then, after that, the Landlord may, in writing, require the Tenant to pay future Rent payments by cash, cashier's check, or money order.

Non-Sufficient Funds. The Tenant shall be charged \$20.00 as reimbursement of the expenses incurred by the Landlord for each check that is returned to the Landlord for lack of sufficient funds. In addition, a check returned due to insufficient funds will be subject to any and all Late Payment Provisions included in this Lease. All charges will be immediately due from the Tenant, and failure to make immediate payment will constitute a default under the terms of this Lease.

The Landlord reserves the right to demand future Rent payments by cash, cashier's check, or money order in the event a check is returned for insufficient funds. Nothing in this Paragraph limits other remedies available to the Landlord as a payee of a dishonored check. The Landlord and the Tenant agree that any return payment constitutes a lease violation and may require future rent payments to be made by certified funds. The Landlord shall notify the Tenant of this election at least 30 days before the date the Tenant is to make the first payment by cash, cashier's check, or money order.

Default. The Tenant will be in default of this Lease if the Tenant fails to comply with any material provisions of this Lease by which the Tenant is bound. Subject to any governing provisions of law to the contrary, if the Tenant

fails to cure any financial obligation (or any other obligation) after written notice of such default is provided by the Landlord to the Tenant, the Landlord may elect to cure such default, and the cost of such action will be added to the Tenant's financial obligations under this Lease. All sums of money or charges required to be paid by the Tenant under this Lease will be additional rent, whether or not such sums or charges are designated as "additional rent." The rights provided by this Paragraph are cumulative in nature and are in addition to any other rights afforded by law.

Utilities. The Landlord shall be responsible for the following utilities and services in connection with the Leased Property:

- Water and sewer
- Gas
- Heating
- Garbage and trash disposal

The Tenant shall be responsible for the following utilities and services in connection with the Leased Property:

- Electricity
- Cable
- Internet

Separate Electric Meter. The Landlord does provide a separate electric meter for the Leased Property so that the Tenant's meter measures only the electric service to the Leased Property.

New York Heat Season and Hot Water. The Landlord will provide cold and hot water and heat as required by law. New York also requires that heat be provided by the Landlord from October 1 through May 31 (Heating Season) of each year. The heating must be sufficient to raise the temperature to at least 55°F between 10:00 p.m. and 6:00 a.m. and at least 68°F between 6:00 a.m. and 10:00 p.m.

Keys. The Tenant is not permitted to change any lock or place additional locking devices on any door or window of the Leased Property without the Landlord's approval. If allowed, the Tenant must provide the Landlord with keys to any changed locks immediately upon installation.

Occupancy of Leased Property. Except as stated otherwise in this Paragraph, only those individuals identified in this Lease as the "Tenant" (including their minor children) may reside in the Leased Property. The individuals identified as the "Tenant" shall sign this Lease. It is explicitly understood that this Lease is between the Landlord and each Tenant signatory individually and jointly. If any one signatory defaults, the remaining signatories are collectively responsible for timely Rent payment and all other terms of this Lease. The Tenant may have up to 2 guests on the Leased Property at any one time. A "guest" shall be considered anyone who is invited by the Tenant to be present at the Leased Property, and who is also not included in the Lease. Guests staying longer than 7 consecutive days require landlord approval. No other person shall be permitted to occupy the Leased Property except with the prior written approval of the Landlord.

Use of Leased Property. No retail, commercial, or professional use of the Leased Property is allowed unless the Tenant receives prior written consent of the Landlord and such use conforms to applicable zoning laws. In such a case, the Landlord may require the Tenant to obtain liability insurance for the benefit of the Landlord. The Landlord reserves the right to refuse to consent to such use in its sole and absolute discretion.

The Tenant is required to obtain the Landlord's approval in writing before bringing pets onto the Leased Property or allowing pets to reside there.

The Tenant must ensure that no actions or activities in or around the Leased Property obstruct or interfere with the rights of neighboring occupants, causing them harm or annoyance, or utilize the Leased Property for improper, illegal, or objectionable purposes. Additionally, the Tenant must prevent or refrain from creating or allowing any nuisances on the Leased Property, or engaging in any activities that may lead to increased insurance rates, affect fire insurance coverage, or result in the cancellation of any insurance policies for the Leased Property or its contents.

Use of the roof and/or the fire escapes by the Tenant and/or guests is limited to emergency use only. No other use is permitted, including but not limited to the placement of personal property.

Assigning or Subletting. The Tenant may not do any of the following without the Landlord's prior written consent: (1) assign this Lease; (2) sublet all or any part of the Leased Property; (3) allow any person to use the Leased Property other than those uses specified in the Use of Leased Property Paragraph above. Unless the Tenant has obtained the Landlord's prior written consent to assign or sublease, any unapproved assignment or subletting may be deemed invalid by the Landlord, and the Tenant shall continue to remain responsible for all the terms and conditions of this Lease.

Insurance. The Tenant shall maintain casualty insurance on the Leased Property in a liability amount of \$300,000.00. Tenant will list as additional insured "57-59 Main Street LLC ATIMA/ISAOA, 55 Barn Rd, Suite 204, Lake Placid, NY 12946". Proof of insurance will be provided to the Landlord within 30 days

Smoking. The Leased Property shall be smoke-free. "Smoking" or "to smoke" means and includes inhaling, exhaling, burning, or carrying any lighted smoking equipment for tobacco. The Tenant will be liable for any damages caused due to the Tenant or the Tenant's guests smoking in the Leased Property.

Common Areas. The Tenant shall have the non-exclusive right to use the entrances, lobbies, accessways, hallways, stairways, elevators, sidewalks, driveways, parking areas, landscaped areas, and other areas of the Leased Property that are designated for the non-exclusive common use of the Tenant and their guests ("Common Areas"). The Tenant shall use the Common Areas in accordance with any rules and regulations the Landlord sets forth, which the Landlord may amend from time to time. The Tenant shall be responsible for paying for the costs to repair any damage to the Common Areas caused by the Tenant and their guests. The Landlord reserves the right to suspend the Tenant's use of the Common Areas in the event that the Tenant defaults on this Lease.

Landlord Access to Property. The Landlord or the Landlord's agents may enter the Leased Property during reasonable hours (E.g., 9:00 a.m. to 5:00 p.m.) during the term of this Agreement and any renewal thereof for the purposes of inspection, making repairs or improvements, supplying agreed services, showing the Property to prospective buyers or tenants, or in case of an emergency. Except in an emergency, Landlord will provide Tenant with at least twenty-four (24) hours' written notice of intent to enter. For purposes of this Agreement, an "emergency" includes any condition that poses an immediate threat to life, health, safety, or property. The Tenant agrees to cooperate and make the Leased Property reasonably available for these purposes.

Property Maintenance. The Landlord shall have the responsibility to maintain the Leased Property in reasonably good repair at all times and perform all repairs reasonably necessary to satisfy any implied warranty of habitability. Except in an emergency, the Tenant is hereby informed that any property maintenance issues, repair requests, or concerns should be reported to the Landlord at 5183226279 or mike@57-59mainst.com. A repair request will be deemed permission for entry into the Leased Property by the Landlord or their agents to perform such maintenance or repairs. The Tenant may not place any unreasonable restrictions upon the Landlord or the Landlord's agents' access or entry. The Landlord shall have the expectation that the Leased Property is in a safe and habitable condition upon entry.

The Tenant acknowledges that the Leased Property from time to time may require renovations or repairs to keep it in good condition and repair, and that such work may result in temporary loss of use of portions of the Leased Property and may inconvenience the Tenant. The Tenant agrees that any such loss shall not constitute a reduction in housing services or otherwise warrant a reduction in Rent. Further, subject to local law, the Tenant agrees, upon demand of the Landlord, to temporarily vacate the Leased Property for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to the Leased Property. The Tenant agrees to comply with all instructions and requirements necessary to prepare the Leased Property to accommodate pest control, fumigation, or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. The Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time the Tenant is required to vacate the Leased Property.

The Tenant further agrees to cooperate in any efforts undertaken by the Landlord to rid the Leased Property of pests of any kind. Failure of the Tenant to cooperate may be deemed an obstruction of the free use of the Leased Property so as to interfere with the comfortable enjoyment of life or the Leased Property, thereby constituting a nuisance.

The Tenant shall properly use, operate, and safeguard the Leased Property, including, if applicable, any

landscaping, furniture, furnishings, and appliances, and all mechanical, electrical, gas, and plumbing fixtures, and keep them and the Leased Property clean, sanitary, and well ventilated. The Tenant shall be responsible for checking and maintaining all smoke detectors. The Tenant shall immediately notify the Landlord, in writing, of any problem, malfunction, or damage. The Tenant shall be charged for all repairs or replacements caused by the Tenant, pets, or guests of the Tenant, excluding ordinary wear and tear. The Tenant shall be charged for all damage to the Leased Property as a result of failure to report a problem in a timely manner. The Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.

Pets. No pets, dogs, cats, birds, fish, or other animals shall be allowed on the Leased Property, even temporarily or with a visiting guest. As required by law, service animals are the only exception to this rule. If a pet has been in the Tenant's apartment, even temporarily, the Tenant may be charged for cleaning, de-fleaing, deodorizing, or shampooing any portion of the Leased Property at the discretion of the Landlord.

Stray pets shall not be kept or fed in or about the Leased Property. They can be dangerous, and the Landlord must be notified immediately of any stray pets in or about the Leased Property.

Notices. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

The Landlord:
57-59 Main Street, LLC: 5183226279 mike@57-59mainstreet.com
55 Barn Rd. Suite 204, Lake Placid, New York 12946

Military Termination Clause. In the event the Tenant is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station orders to depart from the area where the Leased Property is located; is relieved from active duty, retires or separates from the military; or is ordered into military housing, the Tenant may terminate this Lease upon giving 30 days; written notice to the Landlord. The Tenant shall also provide to the Landlord a copy of the official orders or a letter signed by the Tenant's commanding officer reflecting the change that warrants termination under this clause. The Tenant will pay pro-rated Rent for any days they occupy the dwelling past the first day of the month.

Governing Law. This Lease shall be construed in accordance with the laws of the State of New York.

Severability. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

Estoppel Certificate. The Tenant shall execute and return a tenant estoppel certificate delivered to the Tenant by the Landlord or the Landlord's agent within 3 days after its receipt. Failure to comply with this requirement shall be deemed the Tenant's acknowledgment that the estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

Attorney's Fees. If either party to this Lease initiates a legal action or proceeding arising from or relating to this Lease, the party that prevails in such action or proceeding shall be entitled to receive, in addition to any other remedies granted, reasonable attorney's fees, costs, and expenses incurred in the action or proceeding. This Provision also covers the recovery of expert witness fees, if applicable.

Binding on Heirs and Successors. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

Time of Essence. Time is of the essence with respect to the execution of this Lease.

Entire Lease. This Lease contains the entire agreement of the parties, and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Lease. This

Lease may be modified or amended in writing if the writing is signed by the party obligated under the amendment.

Asbestos. The Landlord is unaware of any asbestos-containing construction materials or any prior reports assessing their presence. Additionally, the Landlord has no knowledge of any potential carcinogens within the Leased Property.

Lead-Based Paint. The Tenant has received the attached lead-based paint disclosure form, which is designed to satisfy federally required disclosure requirements regarding exposure to lead-based paints in the Leased Property.

The Landlord:

Mike Foote for 57-59 Main Street, LLC

Date

Tenant

Date

Receipt

By signing above, the Landlord hereby acknowledges receipt.

