

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Lease") made and entered into this 12th day of June, 2025, by and between The Town of Guilderland (hereinafter referred to as "Landlord") and Noah M. Chae Ekstein (hereinafter referred to as "Tenant").

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in Albany County, New York, such real property having a street address of 200 Arthur Place, in the Town of Guilderland (hereinafter referred to as the "Premises").

WHEREAS, Landlord is desirous of leasing the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant is desirous of leasing the Premises from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, for the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. TERM. Landlord leases to Tenant and Tenant leases from Landlord the above-described Premises together with any and all appurtenances thereto, for a term of one (1) year, such term beginning on July 1, 2025, and ending at 12 o'clock midnight on June 30, 2026. Tenant shall have the two consecutive year options to extend the term of this Lease for an additional one-year term if Landlord receives written notice ("Renewal Notice") of the exercise of such options on or before December 15 of the term or additional term. If Tenant timely delivers a Renewal Notice, all of the terms and conditions of the Lease shall apply to the additional lease term, except that the parties shall agree upon rent for the additional period as set forth in Section 2.

2. RENT. The total rent for the annual term hereof is the sum of SIXTEEN THOUSAND, EIGHT HUNDRED DOLLARS (\$16,800.00) payable on the first (1st) day of each month of the term, in equal installments of FOURTEEN HUNDRED DOLLARS (\$1,400.00). All such payments shall be made to Landlord at Landlord's address as set forth in the preamble to this Lease on or before the due date and without demand.

3. DAMAGE DEPOSIT. Upon the due execution of this Lease, Tenant shall deposit with Landlord the sum of SEVEN HUNDRED DOLLARS (\$700.00), as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Tenant, without interest, and less any set off for damages to the Premises upon the termination of this Lease.

4. RENTERS INSURANCE. Landlord is not responsible for the loss, destruction, damage or theft of Tenant's personal property except when caused by the Landlord's actual negligence or willful act. Landlord's insurance does not cover the Tenant's personal property. Tenant shall obtain renters insurance covering Tenant's personal property, and naming Landlord as an additional insured with a minimum limit of \$100,000, and shall provide Landlord with written proof of such coverage on or before the beginning of the term.

5. USE OF PREMISES. The Premises shall be used and occupied by Tenant and Tenant's immediate family, exclusively, as a private single-family dwelling, and no part of the Premises shall be used at any time during the term of this Lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

6. TOWN EMPLOYMENT. Tenant shall be employed by the Town of Guilderland during the duration of this lease and during any tenancy after the expiration of this lease. This lease or any subsequent tenancy will become void if Tenant is no longer employed with by Town and Tenant shall vacate the premises within thirty (30) days of the last day of employment with the Town.

7. CONDITION OF PREMISES. Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.

8. ASSIGNMENT AND SUB-LETTING. Tenant shall not assign this Lease or sub-let or grant any license to use the Premises or any part thereof, without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Lease.

9. ALTERATIONS AND IMPROVEMENTS. Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between

Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Lease.

10. NON-DELIVERY OF POSSESSION. In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Lease and all rights hereunder shall terminate.

11. HAZARDOUS MATERIALS. Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

12. UTILITIES. Tenant shall be responsible for arranging for and paying for all utility services required on the Premises.

13. MAINTENANCE AND REPAIR; RULES. Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall: (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only; (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair; (c) Not obstruct or cover the windows or doors; (d) Not leave windows or doors in an open position during any inclement weather; (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space; (f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord; (g) Keep all air conditioning filters clean and free from dirt; (h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant; (i) Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents; (j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents or golf course patrons; (k) Deposit all trash,

garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements; (l) Maintain the grass, landscaping, and outdoor features to acceptable suburban standards; (m) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto adopted by the Town of Guilderland; and (n) Place no signs of any kind on the Premises.

14. DAMAGE TO PREMISES. In the event the Premises are destroyed or rendered wholly untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Lease shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered untenable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such untenable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence, and the Lease continue according to its terms.

15. INSPECTION OF PREMISES. Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Lease and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, but do not conform to this Lease or to any restrictions, rules or regulations affecting the Premises.

16. LANDLORD'S DISCLOSURES TO TENANT. Landlord discloses to Tenant, and Tenant shall have no action or complaint for disturbance, noise or inconvenience, that the Premises are located on Landlord's 27-hole golf course and near a covered pavilion used for parties, events, and other gatherings, and that Landlord may install pickleball courts on the remnant tennis court adjacent to the Premises. Tenant shall not interfere, protest or object to these disclosed activities.

17. TENANT'S HOLD OVER. Subject to Paragraph 6 of this Lease, if Tenant remains in possession of the Premises with the consent of Landlord after the natural

expiration of this Lease, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at EIGHTEEN HUNDRED DOLLARS (\$1,800.00) per month and except that such tenancy shall be terminable upon fifteen (15) days written notice served by either party.

18. SURRENDER OF PREMISES. Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear thereof and damages by the elements excepted.

19. PETS. Pets are only allowed on the Premises subject to the prior approval of the Landlord and an agreed upon security deposit and monthly pet fee would be added to the rent.

20. QUIET ENJOYMENT. Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof, except as provided in Paragraph 16 of this Lease.

21. INDEMNIFICATION. Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.

22. DEFAULT. If Tenant fails to comply with any of the material provisions of this Lease, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within ten (10) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Lease. If Tenant fails to pay rent when due and the default continues for fourteen (14) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Lease.

23. LATE CHARGE. In the event that any payment required to be paid by Tenant hereunder is not made within five (5) days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of ONE HUNDRED DOLLARS (\$100).

24. ABANDONMENT. If at any time during the term of this Lease Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

25. ATTORNEYS' FEES. Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

26. RECORDING OF LEASE. Tenant shall not record this Lease on the Public Records of any public office. In the event that Tenant shall record this Lease, this Lease shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.

27. GOVERNING LAW. This Lease shall be governed, construed and interpreted by, through and under the Laws of the State of New York.

28. SEVERABILITY. If any provision of this Lease or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Lease nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

29. BINDING EFFECT. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

30. DESCRIPTIVE HEADINGS. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

31. CONSTRUCTION. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

32. NON-WAIVER. No indulgence, waiver, election or non-election by Landlord under this Lease shall affect Tenant's duties and liabilities hereunder.

33. MODIFICATION. The parties hereby agree that this document contains the entire agreement between the parties and this Lease shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

34. NOTICE. Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

TOWN OF GUILDERLAND
Attention Town Supervisor
P.O. BOX 339
Guilderland, NY 12084

If to Tenant to:

Noah Elstein [Tenant's Name]

200 Arthur's Place

Altamont, NY 12009 [Tenant's Address]

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

AGREED AND ACCEPTED BY:

TOWN OF GUILDERLAND

Dated: _____



TENANT

Dated: 6/12/25

PET AGREEMENT

THIS PET AGREEMENT is made between, the Town of Guilderland hereinafter referred to as landlord, and [name of each tenant who signed original rental agreement],

Noah Michael Ekstein tenant, hereinafter referred to as tenant, and is effective upon the date the last signature below is affixed.

1. Tenant will/currently occupies 200 Arthur Place, Guilderland, NY:
2. In response to tenant's request, landlord agrees that tenant may keep ONLY the pet(s) on the premises described as follows [precise description]:

Pet Name: Dakota
Animal type: Dog
Breed: Labrador Retriever
License No.: 06875

Pet Name: Nala
Animal type: Cat
Breed: Domestic Shorthair
License No.: _____

Landlord's agreement is conditioned upon all of the following terms.

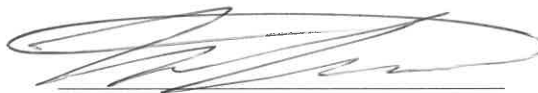
3. The pet(s) described above, and only the pet(s) described above, may be kept on the premises. This agreement shall not be construed as permitting additional pets, or the replacement of the described pet(s) with another in the event of its transfer, loss, or death.
4. Tenant shall pay an additional monthly pet fee in the sum of \$50 to be added to the monthly rent.
5. Tenant shall comply with all applicable laws, ordinances and regulations pertaining to pets and the keeping and care of animals.
6. Dogs must be housebroken. Dogs may not be allowed to urinate or defecate anywhere inside the premises. Tenant shall immediately remove and properly dispose of any and all pet waste inside and outside the premises properly and quickly.
7. Tenant shall ensure that the pet(s) do not create nuisance or disturbance, or become an annoyance to, or source of discomfort or complaints from patrons of the golf course.
8. Tenant shall prevent the pet(s) from doing any damage to the rental. Pet(s) shall not be fed or watered directly on any carpeted area in the rental unit. Tenant shall not permit the infestation of the unit by fleas or other vermin caused by the pet(s).
9. Tenant agrees to keep pet(s) restrained, but not tethered, when outside the dwelling.

10. Tenant shall be liable to the landlord for all damages or expenses arising out of the actions of the pet(s), and shall hold landlord and his agents and employees harmless from all liability or loss arising out of the actions of the pet(s).
11. In the event landlord, in his sole discretion, shall determine that it is in his best interest to revoke this agreement, he may do so on 30 days written notice to tenant to remove the pet(s). Tenant shall permanently remove the pet(s) from the premises within thirty days in compliance with such notice.
12. After tenants vacate the premises, they shall reimburse landlord for the cost of any necessary de-fleeing, deodorizing, and shampooing of carpet to protect future tenants from possible health hazards.
13. This agreement is an addendum to the lease agreement by which the tenant rents the premises described above, and upon execution by all parties shall become a part thereof, as if it had originally been incorporated into the text of the agreement. The breach of any term of this agreement shall be deemed a breach of the rental agreement, and subject to all remedies available under state law.

AGREED AND ACCEPTED BY:

TOWN OF GUILDERLAND

Dated: _____



TENANT

Dated: 6/12/25