

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----- X

UNITED STATES OF AMERICA,

Plaintiff,

—against—

THE REAL PROPERTY AND PREMISES
LOCATED AT 8 HALE DRIVE,
HALFMOON, NEW YORK 12065; AND

Civil Action No: CV-18-3041

THE REAL PROPERTY AND PREMISES
LOCATED AT 127 GRENADIER
COURT, HALFMOON, NEW YORK
12065,

Defendants *in rem* .

----- X

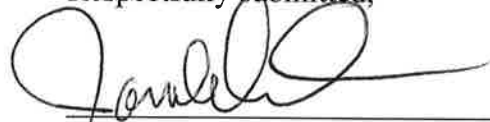
**CLAIMANT, 224 GRENADIER COURT, LLC'S VERIFIED CLAIM OF
INTEREST IN THE REAL PROPERTY AND PREMISES LOCATED AT 127
GRENADIER COURT, HALFMOON, NEW YORK 12065**

1. Pursuant to Rule G(5)(a) of the Supplemental Rules for Admiralty or Maritime Claims and Asset Forfeiture Actions of the Federal Rules of Civil Procedure, Claimant, 224 Grenadier Court, LLC (“Claimant” or the “LLC”), by and through its counsel Gleason, Dunn, Walsh and O’Shea, hereby files this verified claim and asserts its interest and right in a Defendant *in rem* in this action, the real property and premises located at 127 Grenadier Court, Halfmoon, New York 12065 (“Grenadier Court Property”).
2. The LLC has a claim to, interest in, and right to the Grenadier Court Property, of which the Plaintiff seeks condemnation and forfeiture pursuant to 18 USC § 1594(e)(1)(A) in the “Verified Complaint *In Rem*” filed in this action on May 23, 2018.

3. The LLC is the owner of the Grenadier Court Property, having acquired title to the property by Warranty deed from Ronald Kenneth Lounsberry on May 20, 2014, and said deed having been recorded in the Saratoga County Clerk's Office on June 4, 2014 as Instrument Number 2014015663 (a copy of which is attached hereto as "Exhibit A").
4. Neither the LLC nor its Sole Member, Dr. Suhasini Pinapati, had any relationship to or with the organization "Nxivm" or any of its members, except for a Landlord/Tenant relationship with tenant, Allison Mack, pursuant to a lease dated May 31, 2017 (copy of which is attached hereto as "Exhibit B").
5. Neither the LLC, nor its Sole Member, Dr. Suhasini Pinapati, had any knowledge of the illegal activities of the members of Nxivm, including the allegations listed in the Verified Complaint *In Rem*.
6. As such, the LLC will request that the action against the Grenadier Court Property be discontinued with prejudice.

Dated: June 1, 2018

Respectfully submitted,



Ronald G. Dunn, Esq.

GLEASON DUNN WALSH & O'SHEA
40 Beaver Street, 4th Floor
Albany, New York 12207
Phone: (518) 432-7511
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rdunn@gdwo.net
Counsel for 224 Grenadier Court, LLC



SARATOGA COUNTY – STATE OF NEW YORK
SARATOGA COUNTY CLERK
CRAIG A. HAYNER
40 MCMASTER STREET, BALLSTON SPA, NY 12020

COUNTY CLERK'S RECORDING PAGE
THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



INSTRUMENT #: 2014015663

Receipt#: 2014211910796
Clerk: GM
Rec Date: 06/04/2014 02:57:00 PM
Doc Grp: D
Descrip: DEED
Num Pgs: 4

Party1: LOUNSBURY RONALD KENNETH BY
ATTY
Party2: 224 GRENADIER COURT LLC
Town: HALFMOON

Recording:

Pages 15.00
Cover Sheet Fee 5.00
Recording Fee 20.00
Cultural Ed 14.25
Records Management - Coun 1.00
Records Management - Stat 4.75
RP5217 Residential/Agricu 116.00
RP5217 - County 9.00
Names 0.00
TP 584 5.00

Sub Total: 190.00

Transfer Tax
Transfer Tax 432.00

Sub Total: 432.00

Total: 622.00
**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****
Transfer Tax #: 5341
Transfer Tax
Consideration: 108000.00

Transfer Tax 432.00

Total: 432.00

Record and Return To:

FRANK C OCONNOR
40 BEAVER ST
ALBANY, NY 12207

2014015663
06/04/2014 02:57:00 PM
4 Pages RECORDED
DEED
Saratoga County Clerk

CT 14-30418 AUB

WARRANTY DEED

THIS INDENTURE, made the 20th day of May, 2014 between:

Ronald Kenneth Lounsbury, residing at 7525 Greystone Drive, Hudson, FL 34667

("party(ies) of the first part"), and

224 Grenadier Court, LLC, a New York Limited Liability Company with a mailing address at 1 Alton Road Albany, NY 12203

("party(ies) of the second part").

WITNESSETH:

That the party(ies) of the first part, in consideration of One (\$1.00) Dollar, and other good and valuable consideration, lawful money of the United States, paid by the parties of the second part, does hereby grant and release unto the parties of the second part, the heirs or successors and assigns of the parties of the second part forever,

All that certain piece or parcel of real property known as 127 Grenadier Ct., Town of Halfmoon, County of Saratoga, Sec. 279.46 Block 1 Lot 127; also known as Unit 127 of Building No. 7, Knox Woods, with the improvements therein contained, more particularly bounded, designated and described at Schedule "A" annexed hereto and by reference made a part hereof.

TOGETHER WITH the appurtenances and all the estate and rights of the Grantor in and to the Unit;

TOGETHER WITH AND SUBJECT TO all easements in favor of the Unit(s) or favor of other Unit(s) or the Common Elements.

TOGETHER WITH AND SUBJECT TO an easement for the continuance of all encroachments by the Unit(s) on any adjoining Unit(s) or Common Elements now existing as a result of construction of the Building(s) in which the Unit is located or which may come into existence hereafter as a result of settling or shifting of the Building(s), or as a result of repair or restoration of the Building(s) or of the Unit(s) after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration to the Common Elements, so that any such encroachments may remain so long as the Building(s) shall stand.

TOGETHER WITH AND SUBJECT TO an easement in common with the Owners of other Units to use any pipes, wires, ducts, cables, conduits, public utility lines, and other Common Elements located in any of the other Units or elsewhere on the Condominium Property, and serving the Unit(s);

TOGETHER WITH AND SUBJECT TO the provisions, benefits, rights, privileges, easements, burdens, covenants and restrictions of the Declaration and of the By-Laws of the Condominium (recorded and as a part of the Declaration) and of the By-Laws of the Concord Court Recreation Association, Inc., as the same may be amended from time to time by instruments recorded in the Office of the Clerk of Saratoga County, which provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, as though such provisions were recited and stipulated at length herein;

AND the Grantee, by acceptance of this deed, (i) accepts and ratifies (a) the provisions of the Declaration and By-Laws of the Condominium; (b) the Rules and Regulations of the Condominium; and (c) the provisions of the Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens of Concord Court Association, Inc. and of the By-Laws and Rules and Regulations of said Association; and (ii) agrees to comply with all the terms and provisions of the foregoing, as the same may be amended from time to time by instruments recorded in the office of the Saratoga County Clerk.

The use for which the unit is intended is that of a residence only, subject to the applicable governmental regulations and the restrictions contained in the Declaration.

BEING the same premises conveyed to Ronald Kenneth Lounsbury by Referee's Deed from S. Scott Perkins, Esq., Referee dated 8/30/2013 and recorded in the Saratoga County Clerk's Office on 10/18/2013 in Instrument No. 2013042701.

TOGETHER with the appurtenances and all the estate and rights of the party(ies) of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the parties of the second part, the heirs or successors and assigns of the parties of the second part forever.

AND the party(ies) of the first part, in compliance with Section 13 of the Lien Law, covenant that the party(ies) of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the costs of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

AND the party(ies) of the first part covenants as follows:

FIRST. That said party(ies) of the first part is seized of the said premises in fee simple, and has good right to convey the same;

SECOND. That the parties of the second part shall quietly enjoy the said premises;

THIRD. That the said premises are free from encumbrances, except as aforesaid;

FOURTH. That the party(ies) of the first part will execute or procure any further necessary assurance of the title to said premises;

FIFTH. That said party(ies) of the first part will forever warrant the title to said premises.

IN WITNESS WHEREOF, the party(ies) of the first part has duly executed this deed the day and year first above written.

Ronald Kenneth Lounsbury by Kenneth Lee
Ronald Kenneth Lounsbury by Kenneth Lee
Lounsbury his Attorney in Fact *his attorney in fact.*

STATE OF NEW YORK) ss.:
COUNTY OF SARATOGA)

On the 20th day of May in the year 2014, before me, the undersigned, personally appeared Kenneth Lee Lounsbury, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual(s), or the person(s) upon behalf of which the individual acted, executed the instrument.

Josh Silver

Notary Public

JOSHUA ALAN SILVER
Notary Public, State of New York
Qualified in Saratoga County
No. 02516225340
My Commission Expires 7-17-14

Record & Return to:
Frank C. O'Connor, Esq.
40 Beaver Street
Albany, NY 12207

SCHEDULE "A"

ALL THAT certain piece or parcel of real property with the improvements thereon contained, situate and being a part of a Condominium in the Town of Halfmoon, County of Saratoga, and State of New York known and designated as the following Unit and undivided interest in the Common Elements of the Condominium hereafter described as the same is defined in the Declaration of Condominium hereinafter referred to as:

Unit No. 127 of Building No. 7, together with a 1.786% undivided interest in the Common Elements.

The real property above described is shown on the Plans of a Condominium certified by Thomas R. Frost, Jr., Registered Architect, and filed in the Saratoga County Clerk's Office on the 8th day of January, 1987, in Book of Condominiums 1, File No. 4, as defined in the Declaration of Condominium entitled GRENADIER COURT CONDOMINIUM made by the Sponsor under the Article 9-B of the New York Real Property Law dated December 22, 1986, and recorded in the Saratoga County Clerk's Office on the 29th day of December, 1986 in Liber 1172 of Deeds at Page 135, covering the property therein described. The land areas (on which the Building containing the Unit is located) of the property is more particularly described as follows:

BEGINNING at a point on the northerly bounds of Independence Boulevard at the southeasterly corner of the Recreation Area; thence along the northeasterly bounds of said Recreation Area the following four courses: N 36° 06' 30" W, 123.03 feet; N 18° 26' 30" W, 104.50 feet; N 54° 22' 20" W, 224.10 feet; N 88° 09' 00" N, 127.54 feet to a point on the easterly bounds of Knox Boulevard, the southwesterly bounds of Mayfield Drive and the aforementioned northerly bounds of Independence Boulevard the following eight courses: along a curve that bears to the left having a radius of 305.95 feet and a length of 117.95 feet; N 20° 14' 50" W, 146.43 feet; along a curve that bears to the right having a radius of 25.00 feet and a length of 39.27 feet; N 69° 45' 10" E, 45.00 feet; along a curve that bears to the right having a radius of 340.90 feet and a length of 560.14 feet; S 16° 06' 10" E, 336.24 feet; along a curve that bears to the right having a radius of 25.00 feet and a length of 36.00 feet; along a curve that bears to the left having a radius of 514.44 feet and a length of 112.27 feet to the point or place of beginning.

The location of Unit No. 127 of Building No. 7 is more particularly shown on a map entitled "Grenadier Court Condominiums, Location of Buildings 1 thru 7, Perimeter of Condominium Lands", dated October 10, 1986 and last redated November 20, 1986, and filed in the Saratoga County Clerk's Office on December 12, 1986, as Map G-106.

Residential Lease Agreement

THIS LEASE (the "Lease") dated this 31st day of May, 2017

BETWEEN:

224 Grenadier Court LLC

(The "Landlord")

OF THE FIRST PART

- AND-

Allison Mack & Nicole Clyne

(The "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations provided in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease agree as follows:

Leased Property

1. The Landlord agrees to rent to the Tenant the condo, municipally described as 127 Grenadier Court, Clifton Park, New York 12065 (the "Property"), for use as residential premises only. Neither the Property nor any part of the Property will 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 the purpose other than as a private single-family residence.
2. No guests of the Tenants may occupy the Property for longer than one week without the prior consent of the Landlord.

3. No pets or animals are allowed to be kept in or about the Property.
4. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking (the "Parking") on or about the Property. Only properly insured motor vehicles may be parked in the Tenant's space.
5. The Tenant agrees and acknowledges that the Property has been designated as a smoke-free living environment. The Tenant and members of Tenant's household will not smoke anywhere in the Property nor permit any guests or visitors to smoke in the Property.
6. The Property is provided to the Tenant without any furnishings.

Term

7. The term of the Lease commences at 12:00 noon on June 1, 2017 and ends at 12:00 noon on May 31, 2018.
8. Notwithstanding that the term of this Lease commences on June 1, 2017.
9. Any notice to terminate this tenancy must comply with the Act.

Rent

10. Subject to the provisions of this Lease, the rent for the Property is \$1,250.00 per month (the "Rent").
11. The Tenant will pay the Rent on or before the 1st of each and every month of the term of this Lease to the Landlord at P.O. Box 38199, Albany, NY 12203 or at such other place as the Landlord may later designate.
12. The Landlord may increase the Rent for the Property upon providing to the Tenant such notice as required by the Act.
13. The Tenant will be charged an additional amount of 10% of the Rent for any late payment of the Rent.

Security Deposit

14. On execution of this Lease, the Tenant will pay the Landlord a security deposit of \$1,875.00 (the "Security Deposit").
15. The Landlord will hold the Security Deposit at an interest bearing account solely devoted to security deposits at First Niagara Bank located at 1532 Route 9 Clifton Park, NY 12065.
16. The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear or for any deduction prohibited by the Act.
17. During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:
 - a. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
 - b. repainting required to repair the results of any other improper use or excessive damage by the Tenant;
 - c. unplugging toilets, sinks and drains;
 - d. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
 - e. repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
 - f. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
 - g. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Property or building;

- h. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls;
- i. replacement of locks and/or lost keys to the Property and any administrative fees associated with the replacement as a result of the Tenant's misplacement of the keys; and
- j. Any other purpose allowed under this Lease or the Act.

For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

18. The Tenant may not use the Security Deposit as payment for the Rent.
19. Within the time period required by the Act and after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to: 224 Grenadier Court, Clifton Park, NY 12065, or at such other place as the Tenant may advise.

Quiet Enjoyment

20. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Property for the agreed term.

Inspections

21. The Landlord and the Tenant will complete, sign and date an inspection report at the beginning and at the end of this tenancy.

Renewal of Lease

22. Upon giving written notice no later than 60 days before the expiration of the term of this Lease, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for this renewal clause and the amount of the rent. If the Landlord and the Tenant cannot agree as to the amount of the Rent, the amount of the Rent will be determined by mediation.

Tenant Improvements

23. The Tenant will obtain written permission from the Landlord before doing any of the following:
- a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
 - b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property;
 - c. removing or adding walls, or performing any structural alterations;
 - d. installing a waterbed(s);
 - e. changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;
 - f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Property any placard, notice or sign for advertising or any other purpose; or
 - g. Affixing to or erecting upon or near the Property any radio or TV antenna or tower.

Utilities and Other Charges

24. The Landlord is responsible for the payment of the following utilities and other charges in relation to the Property: condominium association fees.
25. The Tenant is responsible for the payment of the following utilities and other charges in relation to the Property: electricity, internet, cable and telephone.

Insurance

26. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no

liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a renter's policy of insurance.

Abandonment

27. If at any time during the term of this Lease, the Tenant abandons the Property or any part of the Property, the Landlord may, at its option, enter the Property by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, rent the Property, or any part of the Property, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such renting, and, at the Landlord's option, hold the 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 the Landlord by means of the renting. If the Landlord's right of re-entry is exercised following abandonment of the Property by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Property to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Attorney Fees

28. In the event that any action is filed in relation to this Lease, the unsuccessful party in the action will pay to the successful party, in addition to all the sums that either party may be called on to pay a reasonable sum for the successful party's attorney fees.

Governing Law

29. It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of New York, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

30. If there is a conflict between any provision of this Lease and the applicable legislation of State of New York (the "Act"), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
31. In the event that any of the provisions of this Lease will be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Lease and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

Amendment of Lease

32. Any amendment or modification of this Lease or additional obligation assumed by either party in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Assignment and Subletting

33. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Additional Clauses

34. In accordance with town regulations, outside cooking, (gas) grills with over one pound of fuel must be stored and operated at least 10 feet from the building. Any fines issued by the town will be the sole responsibility of the lessee to whom the offending item belongs to or is used by.
35. In accordance with the Grenadier Court Condominium Handbook, Tenants agree to abide by the rules and regulation set forth in the attached handbook. Tenant will be charged for any fines resulting from noncompliance with the Condominium rules and regulations.

36. The Landlord and Management staff will be granted full access to the premises for inspection & repair purposes. The Landlord and Management staff will give tenant notice prior to entering the condo.
37. A late fee of 10% of the monthly rent payment will be assessed if the rent is not received by the 10th of the month.

Damage to Property

38. If the Property, or any part of the Property, will be partially damaged by fire or other casualty not due to the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor, the Property will be promptly repaired by the Landlord and there will be an abatement of Rent corresponding with the time during which, and the extent to which, the Property may have been untenable. However, if the Property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

Care and Use of Property

39. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.
40. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
41. The Tenant will keep the Property reasonably clean.
42. The Tenant will dispose of its trash in a timely, tidy, proper and sanitary manner.
43. The Tenant will not engage in any illegal trade or activity on or about the Property.
44. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

45. The Landlord will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold, and to promptly respond to any written notices from the Tenant in relations to accumulation of moisture and visible evidence of mold.
46. The Tenant will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold, and to promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant.
47. The Tenant agrees that no signs will be placed or painting done on or about the Property by the Tenant or at the Tenant's direction without the prior, express and written consent of the Landlord. Notwithstanding the above provision, the Tenant may place election signs on the Property during the appropriate time periods.
48. If the Tenant is absent from the Property and the Property is unoccupied for a period of four consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of the person doing the inspections.
49. The hallways, passages and stairs of the building in which the Property is situated will be used for no purpose other than going to and from the Property and the Tenant will not in any way encumber those areas with boxes, furniture or other material or place or leave rubbish in those areas and other areas used in common with any other tenant.
50. Footwear which are soiled or wet should be removed at the entrance to the building in which the Property is located and taken into the Tenant's Property.
51. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

Carbon Monoxide Alarm

52. Prior to the Tenant taking possession of the Property, the Landlord will ensure that any carbon monoxide alarm in place is operational. Upon possession, the Landlord will

provide the Tenant with working batteries, for all carbon monoxide alarms. The Landlord will be responsible for the repair and replacement of any missing or nonfunctional carbon monoxide alarm upon written request of the Tenant.

53. The Tenant will keep, test, and maintain in good repair all the carbon monoxide alarms in the Property. The Tenant must provide the Landlord or the Landlord's agent with a written notice if any carbon monoxide alarm needs its batteries replaced or if the alarm is stolen, removed, missing, or not operational. Further, the Tenant must notify the Landlord, or its agent, in writing of any deficiency in any carbon monoxide alarm that the Tenant is unable to fix.

54. No person may remove any batteries from, or in any way render inoperable, a carbon monoxide alarm except as part of the process to inspect, maintain, repair or replace the alarm or batteries in the alarm.

Hazardous Materials

55. The Tenant will not keep or have on the Property any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Property or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

56. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the building containing the Property.

Address for Notice

57. For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below. After this tenancy has been terminated, the contact information of the Tenant is:

- a. Name: Allison Mack

b. Phone: 646-648-0264.

c. Post termination notice address: 127 Grenadier Court, Clifton Park, NY 12065.

58. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:

a. Name: 224 Grenadier Court LLC.

b. Address: P.O. Box 38199, Albany, NY 12203.

The contact information for the Property Manager of the Landlord is:

c. Name: Teresa Lounsbury.

d. Phone: 518-421-8705.

e. Email address: teresa@maxwellmg.com.

General Provisions

59. All monetary amounts stated or referred to in this Lease are based in the United States dollar.

60. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

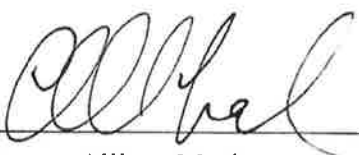
61. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

62. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.


63. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
64. Locks may not be added or changed without the prior written agreement of both the Landlord and the Tenant, or unless the changes are made in compliance with the Act.
65. The Tenant will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by the Tenant's financial institution.
66. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
67. This Lease and the Tenant's leasehold interest under this Lease are and will be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the Property by the Landlord, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions such liens or encumbrances.
68. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
69. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party except to the extent incorporated in this Lease.
70. The Tenant will indemnify and save the Landlord, and the owner of the Property where different from the Landlord, harmless from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which the Landlord will or may become liable or suffer by reason of any breach, violation or non-performance by the Tenant or by any person for whom the Tenant is responsible, of any covenant, term, or provisions hereof or by reason of any act, neglect or default on the part of the Tenant or other person for whom the Tenant is responsible. Such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the term of the Lease will survive the termination of the Lease, notwithstanding anything in this Lease to the contrary.

71. The Tenant agrees that the Landlord will not be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the Tenant or by any person for whom the Tenant is responsible who may be on the Property of the Landlord or for any loss of or damage or injury to any property, including cars and contents thereof belonging to the Tenant or to any other person for whom the Tenant is responsible.
72. The Tenant is responsible for any person or persons who are upon or occupying the Property or any other part of the Landlord's premises at the request of the Tenant, either express or implied, whether for the purposes of visiting the Tenant, making deliveries, repairs or attending upon the Property for any other reason. Without limiting the generality of the foregoing, the Tenant is responsible for all members of the Tenant's family, guests, servants, tradesmen, repairmen, employees, agents, invitees or other similar persons.
73. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Property.
74. Time is of the essence in this Lease. Every calendar day except Saturday, Sunday or U.S. national holidays will be deemed a business day and all relevant time periods in this Lease will be calculated in business days. Performance will be due the next business day, if any deadline falls on a Saturday, Sunday or a national holiday. A business day ends at five p.m. local time in the time zone in which the Property is situated.

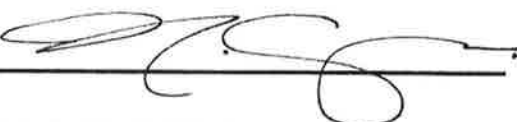
IN WITNESS WHEREOF Allison Mack, Nicole Clyne and 224 Grenadier Court LLC have duly affixed their signatures on this 31st day of May, 2017.



Tenant: Allison Mack



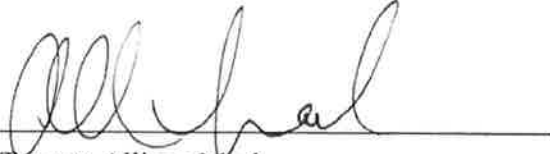
per: Phil Lounsbury, Manager



Tenant: Nicole Clyne

224 Grenadier Court LLC

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the ____ day of _____, 20 ____.

A handwritten signature in cursive script, appearing to read 'Allison Mack', written over a horizontal line.

Tenant: Allison Mack

A handwritten signature in cursive script, appearing to read 'Nicole Clyne', written over a horizontal line.

Tenant: Nicole Clyne