

EARLY TERMINATION RIDER

ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE DATED August 24 2023 BETWEEN QB Development Owner LLC ("LANDLORD") AND David Mandy ("TENANT") REGARDING APARTMENT --- (the "APARTMENT") IN THE PREMISES LOCATED AT 46-10 70th Street #1111E, Queens, NY 11377 (the "LEASE"). IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF LANDLORD AND THE OBLIGATIONS OF TENANT.

Landlord and Tenant (the "Parties") hereto acknowledge and agree as follows:

1. Tenant is the tenant of the Apartment pursuant to a lease dated August 24 2023 for the period from January 2 2024 through January 1 2026 (the "Lease Expiration Date").
2. Tenant is liable and responsible for all obligations contained in the Lease through and including the Lease Expiration Date.
3. Notwithstanding the foregoing, Landlord shall permit Tenant to terminate the Lease and Tenant's obligations and liabilities thereunder, prior to the expiration date of the Lease, subject to Tenant's strict compliance with the terms and conditions contained herein (the "Early Termination Option"):
 - a. Tenant acknowledges that if Tenant elects to exercise the Early Termination Option, Tenant must vacate the Premises on April 1 2025 (the "Early Termination Vacate Date");
 - b. Tenant may only exercise the Early Termination Option by sending Landlord written notice of Tenant's intent to terminate the Lease and vacate the Apartment by April 1 2025 ("Tenant's Notice"), that date being at least 60 days prior to the Early Termination Vacate Date, by certified mail, return receipt requested, addressed to Landlord at Landlord's place of business;
 - c. Tenant acknowledges and understands that Tenant's Notice shall have the effect of being an irrevocable, final and binding surrender of possession of the Apartment to Landlord on the Early Termination Vacate Date;
 - d. Tenant acknowledges that, if Tenant provides Tenant's Notice to Landlord but remains in occupancy of the Apartment after the Early Termination Vacate Date, Tenant will remain in occupancy of the Apartment as a holdover tenant and Landlord may pursue all of its legal rights and remedies against Tenant and Tenant agrees that Tenant is liable to Landlord for all costs, expenses, damages and attorneys' fees incurred by Landlord by Tenant's holding over subsequent to the Early Termination Vacate Date, and for payment of the full market "use and occupancy" for the Apartment during the period of Tenant's holding over.
 - e. Tenant's Notice shall be effective on the Early Termination Vacate Date and shall terminate the Lease, the tenancy thereunder, Tenant's liability and responsibility for the obligations under the Lease and Tenant's right to occupy the Apartment, conditioned on the following:
 - i. Tenant shall be in full compliance with the terms of the Lease, including, but not limited to, Tenant's obligation to pay any and all monies due to Landlord prior to sending Tenant's Notice; and
 - ii. Tenant shall permit Landlord or Landlord's agent(s) or representative(s) access to the Apartment, upon reasonable notice, to show the Apartment to prospective renters, after Landlord's receipt of Tenant's Notice; and
 - iii. Tenant's Notice must be timely given to and received by Landlord in accordance with the terms and conditions set forth herein.
 - f. Tenant agrees that, "but for" the provisions of this Rider, Tenant would be liable and responsible for all obligations of the Lease through and including the Lease Expiration Date.
 - g. Tenant agrees and understands that the Early Termination Option provided herein applies to the term of the Lease only, and no right has been granted by Landlord with respect to any other lease term, renewal lease or extension of this Lease and that the decision whether to provide Tenant with the Early Termination Option for any subsequent lease term is in Landlord's sole discretion.
4. The Parties shall be deemed to have jointly drawn this Rider in order to avoid any negative inference against the preparer of the document and the covenants, agreements, terms, provisions and conditions contained in this Rider shall be binding upon and inure to the benefit of the Parties hereto and any successors in interest.
5. The Early Termination Option provided herein is personal to Tenant and may not be transferred or assigned to any other person or entity.

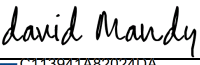
IN WITNESS WHEREOF, the Parties hereto have caused this Rider to be executed as of the date when counter-executed by the ownership entity.

TENANT: david Mandy

LANDLORD:

By:

By:

DocuSigned by:
 8/24/2023
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(Tenant) Date

(Rose Cabra as Authorized Signatory)

Date