

GENERAL AGREEMENT OF INDEMNITY

Agent:

Guarant, Inc. (DBA The
Guarantors)
1 World Trade Center, 77th
Floor
New York, NY 10007

Date: 2024-07-30**Tenant Name(s):** Jakob Sandman

This General Agreement of Indemnity is made and entered into this day of 2024-07-30 (the "Agreement") by the undersigned Tenant(s) together with any other Responsible Party (individually and collectively hereinafter called the "Indemnitors"). The Indemnitors, jointly and severally, hereby agree to assume the obligations of Indemnitors, as set forth in this Agreement, with respect to any and all Bonds (as defined herein), including renewals, issued or procured by Agent on behalf of any Indemnitor, before or after the date of this Agreement.

WHEREAS the Landlord (as identified on the Bond) and the Indemnitors are contemplating entering into an agreement (the "Lease") for certain premises (as identified on the Bond) from the Landlord; and

WHEREAS at the request of any one or more of the Indemnitors, and with the express understanding that this General Agreement of Indemnity be given, the Agent, acting on behalf of the Surety, has heretofore or has presently been requested to and/or has executed or has arranged or procured to be executed and/or; from time to time hereafter; may be requested to and may in its sole discretion execute, arrange for the execution of, or procure to be executed Bonds on behalf of any one or more of the Indemnitors; and

WHEREAS the Indemnitors hereby affirm that they have a substantial, material and beneficial interest in obtaining Bonds from or through the Surety and/or in the Surety refraining from canceling the Bonds.

NOW THEREFORE as an inducement to the Surety to execute, procure, renew, continue, forbear from canceling, substitute or amend Bonds on behalf of any one or more of the Indemnitors, and in consideration of the Lease set forth herein, and other good and valuable consideration, receipt and sufficiency of which is hereby expressly acknowledged, the Indemnitors, for themselves, their administrators, receivers, successors and assigns, jointly and severally hereby covenant, agree and bind themselves to the Surety and its Agent as follows:

1. **DEFINITIONS.** The following terms, referenced in this Agreement shall have the meanings listed below, which meanings shall be equally applicable to both the singular and plural forms of such terms:

"Surety" shall mean the Insurance Company identified on the Bond and/or any direct or indirect subsidiaries, parent companies, and affiliates, whether in existence now or formed or acquired hereafter, co-sureties, fronting companies, companies which any of them may procure, through Agent, to issue or deliver any Bonds for, on behalf of or at the request of any of the Indemnitors, and reinsurers, and the successors and assigns of each of them and any person or company joining with any of the aforesaid in executing or procuring any Bonds. Surety shall have the right to act by and through its Agent for any and all of its rights and obligations under the Bond.

"Bond or Bonds" shall mean any surety bond, undertaking, recognizance, renewal bond, instrument of guarantee or other surety obligation, and/or contractual obligations previously or hereafter executed, issued, procured, delivered, or undertaken, including any renewals, modifications and/or extensions thereof, procured or arranged by Agent on behalf of or at the request of any of the Indemnitors, whether issued in the name(s) of any Indemnitors solely or as co-venturers with others, issued on or after the date of this Agreement.

2. **Premiums:** The Indemnitors will promptly pay or cause to be paid promptly on demand all premiums costs and charges of the Surety for any Bonds issued by the Surety until the Indemnitors have delivered evidence satisfactory to the Surety of its discharge or release from the Bonds and all liability by reason thereof.
3. **Indemnity:** The Indemnitors shall exonerate, indemnify, keep indemnified and hold harmless the Surety from and against any and all liability, claims, demands, losses, fees, costs and expenses (together as "Liabilities") of whatsoever kind or nature (including, but not limited to pre and post-judgment interest, court costs, consultant and counsel fees and expenses) which the Surety may pay, sustain or incur by reason of or in any manner as a consequence of having executed or procured the execution of any Bonds now or hereafter and/or in enforcing any of the covenants of this Agreement. Further, Indemnitors agree to reimburse the Surety the fees of any collection agency, which will be added to the account at the time it is placed with an agency for collection and may be based on a percentage at a maximum of 50% of the debt, and all reasonable costs and expenses, including reasonable attorneys' fees, incurred in such collection efforts.
4. **No Release of Obligations Under Lease:** Any Bond issued by the Surety covering the Lease obligations is solely for the benefit of the Landlord. Accordingly, notwithstanding the Bond, Indemnitor remains primarily obligated to, and will timely and fully pay, perform and observe each and every one of the Indemnitor's obligations and liabilities under the Lease in strict accordance with its terms and conditions.
5. **Payment and Reimbursement:** In the event that the Indemnitors are unable to make a complete monthly payment of rent when due, the Indemnitors are required to apply for assistance through the Landlord, government agencies, non-profit organizations, and any other available third parties offering such rent payment assistance. If such third party application requires the Landlord to make a submission or take action, then the Indemnitors must confirm that the Landlord timely completes and submits the Landlord's section of the application or timely takes such required action. Indemnitors agree that the Surety is entitled to payment and/or reimbursement for any and all loss, judgment, cost, fee or expense incurred in connection with the Bond, including, but not limited to, any payment by the Surety to the Landlord, (collectively, "Liability") and that the Indemnitors shall make such payment and/or reimbursement to the Surety, immediately upon demand by the Surety, in the amount of any claimed or feared Liability, whether such Liability is contingent or non-contingent, disputed or undisputed, and/or whether or not the Surety shall have established a reserve or made any payments therefor. Indemnitor shall pay the Surety for the Liability, even if the act or omission giving rise to the Liability was taken (or not taken) by any co-tenant, roommate, subtenant, guest or invitee of or to the Apartment. Indemnitors expressly authorize Agent and/or Surety to initiate a funds withdrawal to any financial institution account provided to Agent by Indemnitors to satisfy any of Indemnitors' monetary obligations under the Bond and this Agreement, including the payment of premium, indemnification and collateral, as well as any other fees or charges (as applicable). In the event the Indemnitors believe any such withdrawal is in error, they shall promptly notify Agent in writing, including any applicable explanation, and any erroneously withdrawn funds (as determined by the Agent in its sole discretion) shall be timely returned.

Such payment to the Surety shall be: (a) if the Liability is an ascertainable or liquidated amount, the amount of the Liability, together with such additional amount the Surety, in its sole and absolute discretion, deems sufficient to indemnify and hold it harmless from and against such Liability, including any cost, interest or expense in connection therewith; or (b) if the Liability is unascertainable or

unliquidated amount, or if no Liability has yet to be incurred, but the Surety fears that a Liability may be incurred, the amount the Surety, in its sole and absolute discretion, deems sufficient to indemnify and hold it harmless from and against any Liability. In the case of (b), the Surety shall have the right to hold and deliver such funds as collateral ("Collateral"), in any manner it deems appropriate without reservation and without any obligation to earn or deliver interest on the Collateral for the Indemnitors, until the Indemnitors serve evidence satisfactory to the Surety of its discharge from all Bonds and all Liability by reason thereof, and to use such funds or any part thereof, at any time, in payment or settlement of any Liability. Indemnitors waive any and all claims, actions, losses, and/or causes of action and hold Surety and Agent harmless with respect to Collateral, including the collection, retention, and return thereof.

Indemnitors acknowledge that the failure of Indemnitors to pay to Surety, upon demand, the sum demanded by Surety as payment shall cause irreparable harm to Surety for which Surety has no adequate remedy at law. Indemnitors agree that Surety shall be entitled to injunctive relief for specific performance of any or all of the obligations of Indemnitors under this Agreement, including but not limited to the obligation to pay to Surety the sum demanded, to the end that the Surety shall have the right to hold and/or take possession of the sum demanded by it here under in satisfaction (partial or otherwise) of Indemnitor's obligations, or until such time, in the Surety's sole discretion, that the Liability shall have been determined or settled in accordance with the terms hereof.

For any amount owed to the Surety, the Surety shall be entitled to collect from the Indemnitors pre- and post-judgment interest. **The pre-judgment rate of interest payable by the Indemnitors to the Surety under this Indemnity Agreement is a commercial variable rate of interest** which will initially be calculated on the date the first payment is made by the Surety and will automatically be adjusted every month thereafter until the Surety has been repaid in full, with the first adjustment occurring on the 30th day after the first payment is made by the Surety (in the event the adjustment date would fall on a weekend or holiday, the date shall be adjusted on the next business day) (every day on which a rate adjustment is made is referred to in this Indemnity Agreement as an "Adjustment Date"). On the initial date of the first payment by the Surety and each Adjustment Date thereafter, the commercial interest rate payable for the next 30 day period will equal to the **U.S. Prime Rate (as published in the Wall Street Journal) plus a four percent premium** for the applicable period. The interest rate will change on each Adjustment Date to reflect changes in the U.S. Prime Rate without any notice to the Indemnitors. Post judgment interest shall apply to any amount due to the Surety at the maximum allowable legal rate of interest in the State of New York. In the event of any payment or disbursement by the Surety, the Indemnitors agree to immediately reimburse the Surety for any and all payments and disbursements made (including, but not limited to, interest from the date of the Surety's payments at the maximum rate allowable). In the event of any payment by the Surety, an itemized statement of the amount of any such payment sworn to by any officer or authorized representative of the Surety, or any voucher or vouchers, invoices or other evidence of such payment shall be prima facie evidence of the fact and the amount of such payment, and the extent of the Liability of the Indemnitors to the Surety, and, in the absence of actual fraud or bad faith amounting to dishonesty or malicious conduct, shall be final, conclusive and binding upon the Indemnitors in any claim, suit or other proceeding. Surety shall have the right to send any amounts lawfully owed, including relevant documentation evidencing such debt, by Indemnitors hereunder to a credit reporting bureau, in the event the owed sum is delinquent for an extended period of time. Indemnitor shall have the right to review any and all records related to the amount owed upon reasonable written request.

6. **Settlement of Claims:** The Surety shall have the exclusive right to adjust, settle, or compromise any claims, demand, suit or any other proceeding arising out of any Bonds against the Surety and/or the Indemnitors, take whatever action it deems appropriate in response thereto, and the Surety's determination of whether to defend or settle the same shall be binding and conclusive upon the Indemnitors. In the event of a payment by the Surety, the Indemnitors agree that in any accounting between the Surety and the Indemnitors, the Surety shall be entitled to charge for any and all disbursements made by it about the matters herein contemplated by this Agreement plus pre- and post-judgment interest. In the event of any payment by the Surety, an itemized statement of the amount of any such payment sworn to by any officer or authorized representative of the Surety, or any voucher or vouchers, invoices or other evidence of such payment shall be prima facie evidence of the fact and the amount of such payment, and the extent of the Liability of the Indemnitors to the Surety, and, in the absence of actual fraud or bad faith amounting to dishonesty or malicious conduct, shall be final, conclusive and binding upon the Indemnitors in any claim, suit or other proceeding. Any payment made on behalf of the Surety shall exclude the Indemnitors from any future bond or any other coverage with said Surety.
7. **Permitted Use:** Notwithstanding the terms of the Lease, but in addition thereto, I will not (a) use, or permit the use of, the Apartment for any illegal activity in or about the Apartment or an "apartment sharing" program (such as, but not limited to, Airbnb), or for any purpose that is not a permitted use under the Lease, or (b) assign the Lease or sublease all or any portion of the Apartment, or allow any other person to reside in the Apartment, in each case without the prior written consent of the Landlord, except to the extent permitted or required by applicable law.
8. **Decline Execution:** The Surety may, in its sole and absolute discretion, decline to execute any bond without impairing the validity of this Agreement, and the Indemnitors hereby waive any and all claims against the Surety due to its refusal or failure to so execute.
9. **Changes:** The Surety, in its sole and absolute discretion, may agree or refuse to agree to any alteration, amendment, change, modification, limitation, renewal or extension of any Bonds, and the Indemnitors shall be liable to the Surety hereunder with respect thereto.
10. **Other Indemnity:** The Indemnitors shall continue to remain bound under the terms of this Agreement even though the Surety may have heretofore or may hereafter, with or without notice to or knowledge of the Indemnitors, accept or release other agreements of indemnity or collateral with the execution or procurement of any Bonds from the Indemnitors or others. If any Indemnitor is deemed for any reason (including, but not limited to, any defect in the execution of this Agreement by any Indemnitor) not bound thereby, the Agreement shall still be binding upon each and every other Indemnitor.
11. **Waiver of Right of Indemnity, Subrogation and Contribution:** The Indemnitors waive and subordinate all rights of indemnity, subrogation and contribution each against the other until all obligations to the Surety have been first satisfied in full. Further, Indemnitors shall not waive any claim or right of indemnity, subrogation or contribution with regard to any third party, pursuant to any contract, insurance policy or settlement, or otherwise, without the prior written consent of the Surety.
12. **Severability:** If any provision or provisions of this Agreement is deemed void or unenforceable under the law of any jurisdiction governing its construction, the remainder of this Agreement shall not be deemed void or unenforceable thereby, but shall continue in effect and be enforced as though the void or unenforceable provisions are omitted.
13. **Termination:** This Agreement may be terminated prospectively, but not retroactively, as to any Indemnitor upon thirty (30) days' written notice sent by registered or certified mail to the Surety, but any such notice of termination shall not operate to modify, bar, limit, affect, reduce, or discharge the obligations of such Indemnitor under this Agreement or otherwise as to the Bonds that may have been executed prior to the effective date of such termination. Such notice of termination shall operate only with respect to the respective Indemnitor upon whose behalf such notice shall have been given.
14. **Confidential treatment of information:** The information provided to the Surety shall be treated as confidential and protected in accordance with applicable Agent and Surety Privacy Policies.

15. **Consent to Use of Credit Reports:** Each Indemnitor hereby acknowledges and consents to the use of their individual consumer credit report by the Agent and Surety. The use of the information will be in connection with the underwriting determination of the Indemnitors' ongoing financial qualification for performance of contracts, including leasehold and rental agreements, and in connection with an assessment of the credit or prepayment risks associated with the Bonds. The Indemnitors acknowledge that the Surety has legitimate business needs for ongoing access to the credit information and that the Surety may, in its sole and absolute discretion, decide to review the Indemnitor's financial condition on an ongoing basis to determine whether the Indemnitors satisfy the underwriting criteria of the Surety.
16. **Amendments:** This Agreement may not be changed or modified orally. No change or modification shall be effective unless agreed to in writing by a duly authorized officer of the Surety as an amendment hereto.
17. **GOVERNING LAW:** This Agreement, and the rights of the parties hereto, shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to principles of conflicts of laws.
18. **WAIVER OF JURY TRIAL:** EACH OF THE PARTIES HERETO HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.
19. **ARBITRATION OR COURT PROCEEDING:** EACH INDEMNITOR ACKNOWLEDGES AND AGREES THAT SURETY SHALL HAVE THE RIGHT TO ENFORCE ITS RIGHTS UNDER THIS AGREEMENT, INCLUDING THE EXISTENCE, BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY THEREOF, BY WAY OF EITHER BINDING ARBITRATION OR COURT PROCEEDING AT THE ELECTION OF THE SURETY. EACH INDEMNITOR FURTHER AGREES TO CONSENT TO ELECTRONIC SERVICE OF PROCESS, WITH SERVICE TO BE MADE TO THE EMAIL ADDRESS WE HAVE ON RECORD. FINALLY, EACH INDEMNITOR UNDERSTANDS AND AGREES THAT FAILURE TO RESPOND OR PARTICIPATE IN SUCH ARBITRATION MAY STILL RESULT IN AN AWARD FOR SURETY.
For the avoidance of doubt, Surety reserves the right to enforce its rights in any other competent jurisdiction and seek any remedies within the fullest extent of the law.
20. **Venue:** Any legal suit, action or proceeding arising out of or relating to this Agreement by indemnitor shall be instituted in any Federal or State court of sitting in New York County in the State of New York and the parties hereto waive any objections which they may now or hereafter have based on venue and/or forum non conveniens of any such suit, action or proceeding, and the parties hereby irrevocably submit to the jurisdiction of any such court in any suit, action or proceeding.
21. **Automatic Renewal:** Surety can renew or decline to renew a Bond to its sole discretion upon Bond expiration. Unless otherwise stated, the Bond will automatically renew in the event Tenant(s) enter into a new or renewed lease for the same premises and/or with the same landlord (and such lease renewal shall constitute Tenant(s) express authorization to renew the Bond), unless the landlord provides written confirmation to the Surety stating either that (i) the Tenant(s) are not signing a new/renewal lease with the Landlord, or (ii) Landlord will allow the Tenant(s) to sign a new or renewal lease without requiring the Tenant(s) to renew the Rent Coverage of the Bond.
The Bond may be renewed up to 120 days prior to and 90 days after the initial lease expiration date.
Tenant(s) expressly authorizes that any premium (or collateral) owed as a result of the renewed bond shall be automatically debited using payment information provided by Tenant(s), or otherwise billed to Tenant(s).
22. **Miscellaneous:**
- A. **Notices:**
If to the Agent or Surety: Notices to the Agent or Surety which may or are required to be given hereunder by any party shall be in writing and emailed to the Agent at contact@theguarantors.com.
If to Indemnitor: Notice shall be provided in writing and mailed or emailed to the last known address of the Indemnitor.
- B. **Agreement:** This Agreement contains the entire agreement among the parties regarding the transactions contemplated herein and supersedes all prior agreements and understandings among the parties with respect to the subject matter of this Agreement. Indemnitors acknowledge and warrant that no oral representations have been made to them by or on behalf of the Surety to induce them to sign this Agreement.
- C. **Descriptive Headings:** Descriptive headings are for convenience only and shall not control or affect the meaning of construction of the provisions of this Agreement.
- D. **No Assignment:** I may not assign all or any portion of my rights under or with respect to this Agreement without the prior written consent of the Surety.
- E. **Successors and Assigns; No Third-Party Beneficiaries:** All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and, their respective successors assigns. This Agreement is for the sole benefit of the Landlord hereto and not for my benefit or for the benefit of any third party.
- F. **Severability:** It is the desire and intent of the parties hereto that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought.
- G. **Waivers; Rights and Remedies Cumulative:** The failure of any party to pursue any remedy for breach, or to insist upon the strict performance, of any covenant or condition contained in this Agreement shall not constitute a waiver thereof or of any other right with respect to any subsequent breach.
- H. **Further Assurances:** Each party hereto agrees to execute and deliver all such other and additional instruments and documents and do all such other acts and things as may be necessary more fully to effectuate this Agreement and carry on the business contemplated herein.
- I. **Autopay:** The Indemnitor may be required, in the Agent's sole discretion, to enroll in an electronic payment platform for the payment of rent and authorize automatic monthly rent payments ("Autopay") to the Landlord. The Indemnitor agrees that the Surety has a valid commercial interest in such enrollment, including for monitoring and managing claims, as well as other rights and obligations under the agreement.

IN WITNESS WHEREOF, The Indemnitors have hereunder set their hands and seals, as of the date referenced in the introductory paragraph of this Agreement.

INDEMNITOR

Jakob Sandman (SEAL)
Tenant Signature

Printed Name: Jakob Sandman

Current Address: 150 E 44th St Apt #40H New York, NY 10017

Date: 2024-07-30

Insurance Fraud Notice

1. Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
2. Any person who knowingly and with intent to defraud any insurance company or other person files an application for commercial insurance or a statement of claim for any commercial or personal insurance benefits containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, and any person who, in connection with such application or claim, knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation.

District of Columbia Fraud Notice

Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Maryland Fraud Notice

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Disclaimer

Insurance coverage cannot be bound or changed via submission of any online form/application, email, voice mail or facsimile. No binder, insurance policy, change, addition, and/or deletion to insurance coverage goes into effect unless and until confirmed directly with a licensed agent.