



# RENTED PROPERTY RIDER



RIDER TO CONTRACT dated: 04/03/2019 ("Contract")  
 between Finehomes Holdings LLC ("Seller")  
 and \_\_\_\_\_ ("Purchaser")  
 regarding: 2202 Niagara Street Niagara Falls NY 14303 ("Property").

The Parties agree that the following additions and/or modifications are hereby made to the Contract:

**RPR1. TENANTS.** The Property is subject to the following tenancies:

UNIT NO.	1	2	3	4
NAME	Lavern stroud Dominique stroud	Tamara vines	Rashee Dix	Rena Hamilton
MONTHLY RENT	\$ 550.00	\$ 500.00	\$ 500.00	\$ 500.00
INITIAL SECURITY DEPOSIT	\$ 550.00	\$ 425.00	\$ 450.00	\$ 425.00
SECURITY DEPOSIT REMAINING	\$ 550.00	\$ 425.00	\$ 450.00	\$ 425.00
ADVANCE RENT PAID	NO	NO	NO	NO
INTEREST BEARING ACCOUNT?	NO	NO	NO	NO
TENANCY (MONTH-TO-MONTH OR LEASE)	month/month	month/month	month/month	month/month
DATE LEASE TERM EXPIRES	n/a	n/a	n/a	n/a
FIRST DAY OF TERM FOR MONTH-TO-MONTH TENANCIES (e.g. 1st, 15th)	1 <sup>st</sup>	1 <sup>st</sup>	1 <sup>st</sup>	1 <sup>st</sup>
UTILITIES INCLUDED IN RENT	none	none	none	none
APPLIANCES INCLUDED IN SALE	refridgurator, stove	refridgurator, stove	refridgurator, stove	refridgurator, stove

**RPR2. TENANT PROPERTY.** Tenants' furniture and household furnishings are excluded from this sale.

**RPR3. SELLER'S REPRESENTATIONS.** Seller represents (1) that the Property  is  is not subject to rent control ("Is not" if blank); (2) that there are no known defenses available to tenants as to the enforcement of Seller's rights as

**DS**     
 Seller Initials

2202 Niagara

Street Niagara Falls NY 14303  
 [Property Address]

Purchaser Initials

landlord; (3) that none of the tenants are currently in default; and (4) that any required lead-based paint notice  **has been**  **has not been but, prior to Closing, will be**, given to the tenants. At Closing, Seller shall provide a written verification of the terms and representations of this Rented Property Rider as to the tenants in possession at the time of Closing or an Estoppel Certificate by each tenant in possession at that time verifying the terms and representations of this Rented Property Rider.


**RPR4. LEASES.** In the event the Property is subject to lease(s) or rental agreement(s) ("Leases"), this Contract is contingent upon Purchaser's approval of the Leases within 5 Business Days after receipt by Purchaser of complete copies of all signed Leases and all amendments ("Lease Review Period"). During the Lease Review Period, if any material provision of any of the Leases is unacceptable to Purchaser, Purchaser may cancel this Contract. In the event Purchaser does not notify Seller of an objection during the Lease Review Period, Purchaser shall be deemed to have waived the right to cancel this Contract pursuant to this Paragraph.

**RPR5 NO NEW LEASES.** Prior to Closing, Seller shall not enter into any new Leases or modify any of the existing Leases without the written approval of Purchaser.

**RPR6. DELIVERY OF LEASES AND RELATED DOCUMENTS.** At Closing, Seller shall deliver to Purchaser all original Leases and amendments, all tenant application forms, lead-based paint notices and all inspection checklists, if any, and an assignment of all Leases in a form reasonably acceptable to Purchaser. In any such assignment, Seller shall have the right to reserve all rights Seller may have against any tenant for any claim that arises prior to Closing including claims for unpaid rent or property damage.

**RPR7. NOTICE TO TENANTS.** Within 5 days after Closing, Seller shall deliver notice by registered or certified mail to all tenants that the Property and the security deposits have been transferred to Purchaser pursuant to General Obligations Law §7-105 and any other applicable law.

**RPR8. SURVIVAL.** The provisions of this Rented Property Rider, other than the provisions of Paragraphs RPR4, shall survive for 2 years after the Closing.

			
<b>Davy Schwartz</b>	04/03/2019		
Seller <b>Primerone Holdings, LLC</b>	Date	Purchaser	Date
_____	_____	_____	_____
Seller	Date	Purchaser	Date
_____	_____	_____	_____
Seller	Date	Purchaser	Date
_____	_____	_____	_____
Seller	Date	Purchaser	Date
_____	_____	_____	_____