

SUBLEASE AGREEMENT

The parties agree as follows:

Date of this Sublease: **October 1, 2018**

Parties to this Sublease:

Overtenant:

1765 West 34th Street Corp.

Undertenant(s):

Brett Johnson

Cindy Wakefield

David Hunter

If there are more than one Overtenant or Undertenant, the words "Overtenant" and "Undertenant" used in this Sublease includes them.

1. Premises rented: Apartment **3E** at **1765 West 34th Street, Brooklyn, NY 11229**

2. Term: **1 year lease** beginning: **October 1, 2018** ending: **September 30, 2019**

3. Rent: Yearly Rent: **\$ 21,000.00** Monthly Rent: **\$ 1,750.00** Security: **\$ 1,750.00**

4. Security: Overtenant states that Overtenant has received from Undertenant security in the amount listed above. Overtenant shall hold the security in accordance with Paragraph _____ of the Over-Lease.

5. Use of premises: The premises may be used for _____ only.

6. Agreement to lease and pay rent: Over-tenant sublets the premises to you, the Undertenant, for the Term. Overtenant states that it has the authority to do so. You, the Undertenant, agree to pay advance on the first day of each month during the term the Rent and other charges as required in the Sublease. You, the Undertenant, agree to do everything required of you in the Sublease.

7. Notices: All notices in the Sublease shall be sent by certified mail, "return receipt requested".

Address for Overtenant: **789 Myrtle Road, Brooklyn, NY 11209**

Address for Undertenant: **1765 West 34th Street, Apt 3E, Brooklyn, NY 11229**

8. Information from Over-Lease: Landlord: **Westgate Towers Corp.**
Address for notices: **1765 West 34th Street, Suite 1B, Brooklyn, NY 11229**

Overtenant: **1765 West 34th Street Corp.**
Address for notices: **789 Myrtle Road, Brooklyn, NY 11209**

Date of Over-Lease:

Term: _____ from: _____ to: _____
A copy of the Over-Lease is attached as an important part of the Sublease.

9. Subject to: The Sublease is subject to the Over-Lease. It is also subject to any agreement to which the Over-Lease is subject. You, the Undertenant, state that you have read and initialed the Over-Lease and will not violate it in any way.

10. Overtenant's duties: The Over-Lease describes the Landlord's duties. The Overtenant is not obligated to perform the Landlord's duties. If the Landlord fails to perform, you, the Undertenant, must send the Overtenant a notice. Upon receipt of the notice, the Overtenant shall then promptly notify the Landlord and demand that the Over-Lease agreements be carried out. The Overtenant shall continue the demands until the Landlord performs.

11. Consent: If the Landlord's consent to the Sublease is required, this consent must be received within _____ days from the date of this Sublease. If the Landlord's consent is not received within this time, the Sublease will be void. In such event all parties are automatically released and all payments shall be refunded to you, the Undertenant.

12 Adopting the Over-Lease and exceptions: The provisions of the Over-Lease are part of this Sublease. All the provisions of the Over-Lease applying to the Overtenant are binding on you, the Undertenant, except these:

a) These numbered paragraphs of the Over-Lease shall not apply:

b) These numbered paragraphs of the Over-Lease are changed as follows:

13. No authority:

You, the Undertenant, have no authority to contact or make any agreement with the Landlord about the premises or the Over-Lease. You, the Undertenant, may not pay rent or other charges to the Landlord, but only to the Overtenant.

14. Successors:

Unless otherwise stated, the Sublease is binding on all parties who lawfully succeed to the rights or take the place of the Overtenant or you, the Undertenant. Examples are an assign, heir, or a legal representative such as an executor of your will or administrator of your estate.

15. Changes:

This sublease can be changed only by an agreement in writing signed by the parties to the Sublease.

Signatures:

OVERTENANT:

.....
1765 West 34th Street Corp.

UNDERTENANT(S):

Witness:

.....
Brett Johnson

.....
Cindy Wakefield

.....
David Hunter