OCCUPANCY AGREEMENT

IN THE UNITED STATES DISTRICT COURT

FOR THE Southern District of New York

U.S.A. vs.

FINAL ORDER AND OCCUPANCY AGREEMENT

This Occupancy Agreement ("Agreement") is made between

and The Department of Homeland Security, U.S. Immigration and Customs Enforcement ("DHS-ICE").

On August 15, 2019, the United States of America, by and through DHS-ICE, seized under authority of a Final Order of Forfeiture case number S38 10 Cr.905(LTS)(Attached), under the provisions of and authority of 18 USC 982(a)(1)(A), 18 USC 981(a)(c), 28 USC 2461, 18 USC 1963, 21 USC 853 and 18 UCS 1963 a parcel of real property ("property") located at 5051-5055 Broadway, New York, NY. which includes all fixtures and appurtenances thereto.

The undersigned ("Occupant"),

, occupies the parcel of land to provide parking services on the property when it was seized and desires to continue to provide these services from the mentioned property pending the disposition of the Forfeiture Order and Sale.

Therefore, it is hereby agreed, upon execution of the

Agreement, and in compliance with all the terms and conditions stated herein, that the Occupant may continue to occupy the property until such time as a Final Order and Sale of the property to a new owner is entered by the Court and DHS-ICE.

TERMS AND CONDITIONS

1. Occupant shall be permitted to occupy the property located on the property subject to the terms and conditions of this Agreement as long as the Court and DHS-ICE permits. It is understood by the Occupant that this Agreement does not create any interest in the land or a tenancy of any kind, but rather this Agreement is a license by DHS-ICE of this property under custody of the Court and DHS-ICE subject to revocation by the Court at the discretion of the Court and DHS-ICE or for violations of the terms and conditions of this Agreement.

2. The DHS-ICE shall have the right to reenter the property, with or without the consent of Occupant, at reasonable times to inspect and/or appraise the property, or for any other purpose consistent with this agreement.

3. Occupant shall maintain the property at Occupant's

expense in the same, or better, condition and repair as when seized. The term "maintain" shall include, but not be limited to keeping the property free of hazards and/or structural defects; keeping all heating, air conditioning, plumbing, electrical, gas, oil, or other power facilities in good working condition and repair; keeping the property clean and performing such necessary sanitation and waste removal; maintaining the property and grounds in good condition by providing snow removal, lawn mowing and all other ordinary and necessary routine maintenance.

4. Occupant shall maintain casualty and fire insurance equal to the full replacement cost of the property and all improvements thereon, and shall maintain liability insurance for injuries occurring on or resulting from use of the property, or activities or conditions thereon. Additionally, Occupant shall arrange for a rider to all above-mentioned policies naming the United States as a loss payee and additional insured for the life of the Agreement. Occupant shall deliver proof of such insurance to the DHS-ICE
no later than the seventh calendar day following the execution of this Agreement.

5. Occupant shall timely pay any and all mortgage, home equity loan, rent, utilities, sewer, trash, maintenance, cable television, tax and/or other obligations, otherwise necessary and due on the property, for the life of this Agreement. Moreover, Occupant shall abide by all laws, codes, regulations, ordinances, covenants, rules, bylaws, binding agreements and/or stipulations or conditions pertaining to the care, maintenance, control and use of the property.

Occupant agrees to a month-to-month agreement paying a monthly rent of $5,800.00.

Starting with the October 2019 payment to the below DHS-ICE designee.

CWSAMS, INC

6. Occupant shall not convey, transfer, sell, lease, or encumber in any way, title to the property. Nor shall he/she permit any other person, other than his/her immediate family, and temporary house guests, to occupy the property.

7. Occupant shall not remove, destroy, alienate, transfer, detract from, remodel or alter in any way, the property or any fixture, which is part of the property, ordinary wear excepted, without express written consent of the DHS-ICE.

8. Occupant shall not use the property for any illegal purposes or permit the use of the property for such purposes; use the property so that it poses a danger to the health or safety of the public or a danger to law enforcement; or use the property so that it adversely affects the ability of the DHS-ICE or its designee to manage the property.

9. Occupant agrees to provide the DHS-ICE with thirty (30) days' advance notice, in writing, in the event they choose to vacate the property.

10. The DHS-ICE may require Occupant to vacate the property when the interests of the United States so requires or when DHS-ICE has signed an agreement for the sale of the property. Except for the circumstances described in paragraph 11, or in exigent circumstances, the DHS-ICE agrees to provide Occupant

with thirty (30) days' advance notice to vacate the property. However, at the discretion of the Court if Occupant fails to vacate the property within that period, the DHS-ICE upon notice to Occupant and all parties to the forfeiture action, may immediately petition the Court for directions to remove Occupant, and all other persons occupying the property, pursuant to Supplemental Rules for Certain Admiralty and Maritime Claims, Rule E(4) (d).

11. If Occupant violates any term or condition of this Agreement, except Paragraph 10, DHS-ICE shall notify Occupant that he/she has ten (10) days to correct the violation(s). If Occupant fails to correct the violation(s) cited by the DHS-ICE within that period, DHS-ICE upon notice to Occupant and all parties to the forfeiture action, may immediately petition the Court for directions to remove Occupant, and all other persons occupying the property, pursuant to Supplemental Rules for Certain Admiralty and Maritime Claims, Rule E(4) (d).

12. Occupant, on behalf of himself/herself, his/her heirs, statutory survivors, executors, administrators, representatives, successors and assignees ("potential

claimants"), agrees that he/she does hereby release the United States, its agencies, agents, assigns and employees ("potential federal defendants") in their official and individual capacities, from any and all pending or future claims for injuries, demands, damages, suits and causes of actions arising from Occupant's possession, maintenance, occupancy and/or use of the property.

13. Occupant, on behalf of himself/herself and other potential claimants, further agrees to indemnify the United States, and other potential federal defendants, as to any and all pending or future claims, demands, damages, suits and causes of actions regarding any damage or personal injuries incurred on, or as a result of, the property while Occupant resides there.

14. Occupant acknowledges that violation of the contents of this Agreement as it pertains to the removal or destruction of property under the care, custody, or control of the DHS-ICE constitutes a violation of federal criminal law, specifically, 18 U.S.C. 2233 entitled "Rescue of Seized Property". That section provides for a fine not exceeding $2,000, or

imprisonment not exceeding two (2) years, or both.

15. Occupant agrees to protect, feed and provide all reasonable and necessary veterinary care for any domestic animals permitted by the DHS-ICE to remain upon the seized property.

16. This agreement, if executed by a tenant and not an owner of said property, shall supersede any prior rental agreement. Tenant agrees to pay rent to the DHS-ICE or to any property management company designated by the agency (per Section #5 of this agreement).

17. This Agreement shall be construed in accordance with federal law, and any conflict over the terms and conditions of this Agreement must be decided by the United States District Court, Southern District of New York as part of the forfeiture action.

Date: 9-10-19 Occupant:_

Date: 9-10-19 Agency:

[If applicable]:

Entered as an Order of this Court, dated this_____ day of_____, 2019.

UNITED STATES DISTRICT JUDGE _____.