

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ► Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Roman Sergeev		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☒ Individual/Sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=Corporation, S=S corporation, P=partnership) ► _____ Note. Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____		
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)		
5 Address (number, street, and apt. or suite no.) See instructions. 387 Manhattan Ave #2C		Requester's name and address (optional)
6 City, state, and ZIP code Brooklyn, New York 11211		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Social security number									
7	3	5	9	6	8	9	9	2	
or									
Employer identification number									

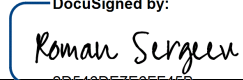
Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

DocuSigned by:

 2D540DE7E0FF45B...
 Roman Sergeev (Signature of U.S. Person)

7/21/2023

Date

General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. - Form 1099-DIV (dividends, including those from stocks or mutual funds) - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) - Form 1099-S (proceeds from real estate transactions) - Form 1099-K (merchant card and third party network transactions) - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) - Form 1099-C (canceled debt) - Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i>	Form 1099-DIV (dividends, including those from stocks or mutual funds) Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) Form 1099-S (proceeds from real estate transactions) Form 1099-K (merchant card and third party network transactions) Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) Form 1099-C (canceled debt) Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i>
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July 20, 2023

Dear Roman Sergeev:

We would like to thank you for your interest in leasing an apartment at **387 Manhattan Ave**. At this time, your lease application has been processed. Please review the following lease terms:

Apartment: **387 Manhattan Ave #2C, Brooklyn, NY 11211**
Rent: **\$4,200.00**
Term: **1 year**
Lease Dates: **August 7, 2023** to **August 6, 2024**
Source: **Streeteasy.com**

Note that no lease is binding until counter-signed by Owner. Approval is subject to our receipt of the following executed original documents together with the payments set forth below **within 48 hours**:

- | | |
|---|---|
| 1) 421-a Rider | 2) Amenities Agreement |
| 3) Bedbug Infestation History Disclosure | 4) Fire Safety Plan |
| 5) Indoor Allergen Hazard Notice | 6) Indoor Allergen Tenant Pamphlet |
| 7) No Smoking Policy | 8) Smoke-carbon Rider |
| 9) Sprinkler Disclosure Lease Rider | 10) Stove Knob Covers |
| 11) Tenant Contact Worksheet | 12) Terrace/Balcony Rider |
| 13) W-8 / W-9 | 14) Welcome Letter |
| 15) Standard Form of Apartment Lease | 16) Window Guards - NY |
- 17)** Payment in the form of certified check, bank check or money order for the following: **\$4,200.00** representing the first month's rent payable to **Manhattan Ave Development, LLC** and **\$4,200.00** representing the security deposit payable to **Manhattan Ave Development, LLC**. payable to **Manhattan Ave Development, LLC**.

Kindly execute and return each of the enclosed documents together with the referenced payments to the attention of Leasing Agent at .

Sincerely,

STANDARD FORM OF APARTMENT LEASE
(FOR APARTMENTS NOT SUBJECT TO THE RENT STABILIZATION LAW)
THE REAL ESTATE BOARD OF NEW YORK, INC.
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REBNY Apt non-stab 2019 Rev 7.19

PREAMBLE: This lease contains the agreements between Tenant and Owner concerning the rights and obligations of each party. Tenant and Owner have other rights and obligations which are set forth in government laws and regulations.

Tenant should read this Lease carefully. If Tenant has any questions, or if Tenant does not understand any words or statements herein, obtain clarification from an attorney. Once Tenant and Owner sign this Lease, Tenant and Owner will be presumed to have read it and understood it completely. Tenant and Owner admit that all agreements between Tenant and Owner have been written into this Lease. Tenant understands that any agreements made before or after this Lease was signed and not written into it will not be enforceable.

THIS LEASE is made as of **July 20, 2023**

between Owner(hereinafter referred to as "Owner" or "Lessor"), **Manhattan Ave Development, LLC**

whose address is **PO Box 660007, Fresh Meadows NY 11366**

and Tenant (hereinafter referred to "Tenant" or "Lessee"), **Roman Sergeev**

whose address is **387 Manhattan Ave #2C, Brooklyn, NY 11211.**

Please note the following paragraphs that require a selection among alternative wording: 2, 3E, 34

Please note the following paragraphs that require deletions if inapplicable: 9D, 12C(ii), 12E, 25, 32C(i), 33, 34, 35, 36, 37, 38, 59, 60

Please note the following paragraphs that require the insertion of terms (and/or delete if inapplicable): 1, 2, 3A, 3B, 4, 9D, 12B, 12C, 25, 32C, 34A, 35, 38B, Exhibit A (Memorandum Confirming Term), Exhibit C (Owner's Work), Exhibit D (Apartment Furniture)

- 1. APARTMENT AND USE** Owner agrees to lease to Tenant Apartment **2C** (the "Apartment") in the building at **387 Manhattan Ave, Brooklyn, NY 11211** (the "Building"), Borough of Brooklyn, City and State of New York.

Tenant shall use the Apartment for living purposes only and for no other purpose (such restricted purposes includes, but are not limited to, any commercial activity or illegal or dangerous activity).

The Apartment may only be occupied by Tenant and the following Permitted Occupants (and occupants as permitted in accordance with Real Property Law §235-f):

Tenant acknowledges that no other person other than Tenant and the Permitted Occupants may reside in the Apartment without the prior written consent of the Owner. If Tenant violates any of the terms of this provision, the Owner shall have the right to restrain the same by injunctive relief and/or any other remedies provided for under this Lease and at law and/or equity.

- 2. LEASE COMMENCEMENT DATE; LENGTH OF LEASE** The "Lease Effective Date" is the date a fully executed Lease is returned to Tenant or Tenant's representative by Owner or its representative. The "Lease Commencement Date" is **August 7, 2023**. Except as may be provided for otherwise in this Lease, the term (that means the length) of this Lease will begin on the Lease Commencement Date and will end on **August 6, 2024** (the "Term"). Tenant acknowledges that notwithstanding anything to the contrary contained in this Lease: (i) the Term of this Lease may be reduced provided for herein and (ii) the Term shall consist of the period beginning with the Lease Commencement Date through and including, the date that is the last day of the month in which the **[CHOOSE ONE AND CROSS OUT THE OTHER ALTERNATIVES]** **[one (1) year]** [two (2)-year] [_____] (____) month(s) anniversary of the Lease Commencement Date occurs.

3. RENT

A. "Rent" is defined as the base rent due under this Lease. Tenant's monthly Rent for the Apartment is **\$4,200.00** per month. Tenant must pay Owner the Rent, in equal monthly installments, on the first day of each month either to Owner at the above address or at another place that Owner may inform Tenant of by written notice.

B. When Tenant signs this Lease, Tenant must pay by bank or cashier's check (or by electronic fund transfer, if instructed by Owner as described below) , the following:

(i) one (1) months' Rent (i.e., **\$4,200.00**);

(ii) the Security Deposit (in the amount stated in Article 4); and

(iii) any commission due by Tenant to the Brokers (as defined in Article 34 hereinafter) in connection with this Lease.

- C. If the Lease Commencement Date shall not occur on the first day of a calendar month, the Rent for such calendar month shall be prorated on a per diem basis. If the Lease begins after the first day of the month, Tenant must pay when it signs this Lease one (1) full months' Rent and for the next full calendar month Tenant shall pay a prorated Rent based on the number of days the Lease began after the first day of the month (for example, if the beginning date of this Lease is the 16 th day of the month, Tenant would pay for fifteen (15) out of thirty (30) days, or one-half (1/2), of a full months' Rent for the second calendar month). In any event, if the Lease Commencement Date shall not occur on the first day of a calendar month, the Term shall also include the remainder of the month in which the Lease Commencement Date occurred.
- D. Within five (5) business days after the request of Owner, at Owner's option, Tenant shall return a document supplied by Owner in the form attached hereto as Exhibit A (a "Memorandum Confirming Term") confirming the Lease Commencement Date, the Rent Commencement Date (if different than the Lease Commencement Date) the Lease expiration date and any other material terms of this Lease, certifying that Tenant has accepted delivery of the Apartment and that the condition of the Apartment complies with Owner's obligations hereunder. Tenant's failure to so deliver the Memorandum Confirming Term shall be considered a material default under this Lease, however, Tenant's failure to do so shall not affect the occurrence of the Lease Commencement Date or the validity of this Lease or alter the terms and provisions contained in the Memorandum Confirming Term if so delivered to Tenant by Owner.
- E. Tenant may be required to pay other charges to Owner under the terms of this Lease, such additional charges shall be referred to as "Additional Rent". Any Additional Rent must be paid by Tenant to Owner upon the earlier of (i) the first day of the month immediately following the month said Additional Rent is billed to Tenant or (ii) fifteen (15) days from the date Tenant is billed for the Additional Rent. If Tenant fails to pay the Additional Rent on time, Owner shall have the same rights against Tenant as if Tenant failed to pay Rent. Said Rent and Additional Rent must be paid in full in accordance with the foregoing, without deduction or offset and without the need for demand or notice from Owner. Except as may be provided for otherwise in this Article 3, all Rent and Additional Rent shall be payable to Owner by _____ **[CROSS OUT ANY FORM OF PAYMENT THAT IS INAPPLICABLE]** or such other form of payment as required by Owner only. If by direct deposit, Owner shall provide Tenant the necessary wiring instructions.
- F. Tenant shall be entitled to a five (5) day grace period for the payment of any sum of Rent or Additional Rent due under this Lease. Any sum of Rent or Additional Rent not paid within five (5) days of the date due shall be subject to a late fee of the lesser of (i) \$50.00, or (ii) five percent (5%) of the unpaid amount. Interest shall also be payable on the aforesaid late Rent or Additional Rent beginning thirty (30) days from the due date, such interest accruing at the lesser of (i) the maximum amount allowable by law, or (ii) one and one - half percent per month (1.5%), until the late Rent or Additional Rent is paid in full. There shall be a Fifty Dollar (\$50.00) fee for any check which is dishonored or returned. Any late charge or interest charge shall be considered Additional Rent.
- G. Owner need not give notice to Tenant to pay Rent. Rent must be paid in full and no amount subtracted from it. The whole amount of Rent is due and payable as of the Lease Commencement Date. Payment of Rent in installments is for Tenant's convenience only. If Tenant is in default under any of the terms and conditions of this Lease, Owner may give notice to Tenant that it may no longer pay Rent in installments and the entire Rent for the remaining part of the Term will then immediately be due and payable.
4. **SECURITY DEPOSIT** Tenant is required to give Owner the sum of \$4,200.00 (such amount not to exceed one (1) months' Rent pursuant to The Housing Stability and Tenant Protection Act of 2019) when Tenant signs this Lease as a security deposit (the "Security Deposit"). Owner will deposit the Security Deposit in **JP Morgan CHASE** bank at **41-22 Bell Boulevard, Bayside, NY 11361**. This Security Deposit shall not bear interest, unless if otherwise required by applicable law. In the event that the Security Deposit shall earn interest, then in such event Owner shall be entitled to an administrative fee pursuant to applicable law.

If Tenant carries out all of Tenant's agreements in this Lease and if Tenant moves out of the Apartment and returns it to Owner vacant, broom clean and in the same condition it was in when Tenant first occupied it, except for ordinary wear and tear or damage caused by fire or other casualty through no fault of Tenant, Owner will return to Tenant the full amount of the Security Deposit within fourteen (14) days after the later of (i) the date this Lease ends, or (ii) the date Tenant vacates the Apartment. However, if Tenant is in default of Tenant's obligations under this Lease and/or there are any damages to the Apartment beyond ordinary wear and tear or damage caused by fire or other casualty, Owner may keep all or part of the Security Deposit to cover reasonable repairs of such damage and Owner shall provide Tenant with an itemized statement indicating the basis for the amount of the Security Deposit retained within the aforementioned fourteen (14) day period. Furthermore, for sake of clarity and emphasis, (i) if Tenant does not carry out all of Tenant's obligations under this Lease, Owner may keep all or part of the Security Deposit necessary to pay Owner for any losses incurred, including missed payments and (ii) Owner's retention of the Security Deposit as allowable under this Lease shall not be deemed to be Owner's sole remedy for any default by Tenant of Tenant's obligations pursuant to the terms and conditions of this Lease.

TENANT ACKNOWLEDGES AND AGREES THAT THE SECURITY DEPOSIT CANNOT BE USED TOWARDS RENT OR

ADDITIONAL RENT BY TENANT. Notwithstanding anything to the contrary contained in this Lease, if Owner shall apply all or any portion of the Security Deposit to cure a default by Tenant hereunder during the Term of this Lease, Tenant shall, within five (5) business days, deposit with Owner that sum which shall be necessary to maintain the security in an amount equal to the Security Deposit as so required in this Article 4. Failure to replenish the Security Deposit in a timely manner shall be deemed a default under this Lease.

If Owner sells the Apartment, Owner, at its sole option, will turn over Tenant's security either to Tenant or to the person buying the Apartment within five (5) days after the sale. Owner will then notify Tenant, by registered, certified or overnight mail by a nationally recognized overnight courier, of the name and address of the person or company to whom the deposit has been turned over. In such case, Owner will have no further responsibility to Tenant for the Security Deposit and the new owner will become responsible to Tenant for the Security Deposit.

5. IF TENANT IS UNABLE TO MOVE IN Except as otherwise provided herein, Owner shall not be liable for failure to give Tenant possession of the Apartment on the Lease Commencement Date. Rent shall be payable as of the beginning of this Lease Term unless Owner is unable to give Tenant possession. A situation could arise which might prevent Owner from letting Tenant move into the Apartment on the Lease Commencement Date. If this happens for reasons beyond Owner's reasonable control, Owner will not be responsible for Tenant's damages or expenses, and this Lease will remain in effect. However, in such case, this Lease will start on the date when possession is available, and the ending date of this Lease as specified in Article 2 will remain the same (unless otherwise mutually agreed to in writing by Tenant and Owner). Tenant will not have to pay Rent until the date possession is available, or the date Tenant moves in, whichever is earlier (however, in no event shall Tenant move in or take possession prior to the date Owner shall have given Tenant notice that Tenant may take possession of the Apartment). Owner will notify Tenant as to the date possession is available. If Owner does not give Tenant notice that possession is available within thirty (30) days after the Lease Commencement Date, provided that Owner's failure to deliver possession is not due to a Tenant delay, Tenant may send a fifteen (15) day written termination notice (the "Termination Notice") to Owner, and if Owner is unable to deliver possession within fifteen (15) days of receipt of Tenant's Termination Notice, this Lease shall terminate and be of no further force and effect and all prepaid Rent, the Security Deposit and any other fees paid by Tenant (except for non-refundable fees required in the Lease package) at the execution of this Lease shall be promptly returned to Tenant.

6. CAPTIONS In any dispute arising under this Lease, in the event of a conflict between the text and a caption, the text controls.

7. WARRANTY OF HABITABILITY

- A. All of the sections of this Lease are subject to the provisions of the Warranty of Habitability Law. Under that law, Owner agrees that the Apartment is fit for human habitation and that there will be no conditions which will be detrimental to life, health or safety.
- B. Tenant will do nothing to interfere with or make more difficult Owner's efforts to provide Tenant and all other occupants of the Building with the required facilities and services. Any condition caused by Tenant's misconduct or the misconduct of Tenant Parties (as hereinafter defined) or anyone else under Tenant's direction or control shall not be a breach by Owner.

8. CARE OF TENANT'S APARTMENT; END OF LEASE; MOVING OUT

- A. At all times during the Term of this Lease, Tenant will take good care of the Apartment and will not permit or do any damage to it, except for damage which occurs through ordinary wear and tear. Tenant shall, at Tenant's own cost and expense, make all repairs caused or occasioned by Tenant or Tenant's agents, contractors, invitees, licensees, guests or servants (collectively hereinafter "Tenant Parties"). In addition, Tenant shall promptly notify Owner and/or the Building Superintendent/Building Manager in writing upon the occurrence of any problem, malfunction or damage to the Apartment. Tenant will move out on or before the ending date of this Lease and leave the Apartment in good order and in the same condition as it was when Tenant first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty through no fault of Tenant.
- B. **CLEANING.** Tenant is required to use only non-abrasive cleaning agents in the Apartment. Tenant is responsible for damage done by use of any improper cleaning agents.
- C. If Tenant fails to maintain the Apartment or make a needed repair or replacement as required hereunder, Owner may hire a professional and make such maintenance, repairs or replacements at Tenant's sole cost and expense. Owner's reasonable expense will be payable by Tenant to Owner as Additional Rent within ten (10) business days after Tenant receives a bill from Owner.
- D. When this Lease ends, Tenant must remove all of Tenant's movable property. Tenant must also remove at Tenant's own expense, any wall covering, bookcases, cabinets, mirrors, painted murals or any other installation or attachment Tenant may have installed in the Apartment, even if it was done with Owner's consent. Tenant must restore and repair to its original condition those portions of the Apartment affected by those installations and removals. Tenant has not

moved out until all persons, furniture and other property of Tenant's is also out of the Apartment. If Tenant's property remains in the Apartment after this Lease ends, Owner may either treat Tenant as still in occupancy and charge Tenant for use, or may consider that Tenant has given up the Apartment and any property remaining in the Apartment. In this event, Owner may either discard the property or store it at Tenant's expense. Tenant agrees to pay Owner for all costs and expenses incurred in removing such property. The provisions of this article will continue to be in effect after the end of this Lease.

- E. Except as provided for otherwise in Article 35 of this Lease, in the event that (i) Owner intends to offer to renew this Lease with a Rent increase equal to or greater than five (5%) percent above the then current Rent, or (ii) Owner does not intend to renew this Lease, Owner shall provide Tenant written notice as follows:
- i. If Tenant has occupied the Apartment for less than one (1) year and does not have a Lease Term of at least one (1) year, Owner shall provide at least thirty (30) days' notice;
 - ii. If Tenant has occupied the Apartment for more than one (1) year but less than two (2) years, or has a Lease Term of at least one (1) year but less than two (2) years, Owner shall provide at least sixty (60) days' notice; or
 - iii. If Tenant has occupied the Apartment for more than two (2) years or has a Lease Term of at least two (2) years, Owner shall provide at least ninety (90) days' notice.
- F. Within a reasonable time after notification of either party's intention to terminate this Lease, unless Tenant provides less than two (2) weeks' notice of Tenant's intention to terminate, Owner shall notify Tenant in writing of Tenant's right to request an inspection before vacating the Apartment. Tenant shall have the right to be present at said inspection. Subject to the foregoing, if Tenant requests such inspection, the inspection shall be made no earlier than two (2) weeks and no later than one (1) week before the end of the tenancy. Owner shall provide at least forty-eight (48) hours written notice of the date and time of the inspection. After the inspection, Owner shall provide Tenant with an itemized statement specifying repairs, cleaning or other deficiencies that are proposed to be the basis of any deductions from the Security Deposit. If Tenant requests such inspection, Tenant shall be given an opportunity to remedy any identified deficiencies prior to the end of the tenancy (or, at Owner's sole option, if Tenant fails to remedy any such identified deficiencies, Owner may remedy such identified deficiencies at Tenant's sole cost and expense as described hereinafter). Any and all repairs or alterations made to the Apartment as a result of said inspection shall be at Tenant's sole cost and expense. Said repairs must be approved by Owner and shall be performed, at Owner's sole option by (i) licensed and adequately insured Tenant's contractors in a good and skillful manner with materials of quality and appearance comparable to existing materials and approved by Owner or (ii) by Owner's contractor(s).

9. CHANGES AND ALTERATIONS TO APARTMENT

- A. Tenant cannot build in, add to, change or alter, the Apartment in any way, including, but not limited to, installing, changing, or altering any paneling, wallpaper, flooring, "built in" decorations, partitions, railings, paint, carpeting, plumbing, ventilating, air conditioning, electric, or heating systems without first obtaining the prior written consent of Owner which may be withheld in Owner's sole discretion. If Owner's consent is given, the alterations and installations shall become the property of Owner when completed and paid for by Tenant. They shall remain with and as part of the Apartment at the end of the Term. Notwithstanding the foregoing, Owner has the right to demand that Tenant remove the alterations and installations at the end of the Lease Term, and in such case Tenant shall repair all damage resulting from said removal and restore the Apartment to its original condition, including any holes in the wall or damage caused by the removal of any pictures, artwork or TV mounts hung by Tenant on the walls. Any and all work shall be performed by Tenant in accordance with the terms and conditions of this Lease and in accordance with all applicable laws, rules, regulations and codes of any governmental or quasi-governmental entity. Tenant's contractor shall also supply, before performing any such work, a certificate of insurance naming Owner and the Building's managing agent (if applicable) as additional insured.
- B. Without Owner's prior written consent, Tenant cannot install or use in the Apartment any of the following: dishwasher machines, clothes washing or drying machines, electric stoves, garbage disposal units, heating, ventilating or air conditioning units or any other electrical equipment which, in Owner's reasonable opinion, will overload the existing wiring installation in the Building or interfere with the use of such electrical wiring facilities by other tenants of the Building. Also, Tenant cannot place in the Apartment water-filled furniture.
- C. If a lien is filed on the Apartment or Building due to Tenant's fault, Tenant must promptly pay or bond the amount stated in the lien. Owner may pay or bond the Lien if Tenant fails to do so within ten (10) days after Tenant has written notice about the lien, in which case, Owner's costs shall be paid by Tenant as Additional Rent.

D. [N/A]

10. TENANT'S DUTY TO OBEY AND COMPLY WITH LAWS, REGULATIONS AND RULES

- A. GOVERNMENT LAWS AND ORDERS. Tenant will obey and comply (i) with all present and future city, state and federal laws rules, regulations and codes of any governmental or quasi-governmental entity or body which affect the Building or the Apartment, and (ii) with all orders and regulations of insurance rating organizations which affect the

Apartment and the Building. Tenant will not allow any windows in the Apartment to be cleaned from the outside unless the prior written consent of the Owner is obtained.

- B. OWNER'S RULES AFFECTING TENANT.** Tenant, its Permitted Occupants and Tenant Parties must obey all Owner's rules (the "Owner's Rules and Regulations") annexed hereto and made apart hereof as Exhibit B and all future reasonable rules of Owner or Owner's agent. Notice of all additional rules shall be delivered to Tenant in writing or posted in the lobby or other public place in the building. Owner shall not be responsible to Tenant for not enforcing any rules, regulations or provisions of any other tenant's lease except to the extent required by law.
- C. TENANT'S RESPONSIBILITY.** Tenant is responsible for the behavior of Tenant, the Permitted Occupants of the Apartment, the Tenant Parties and any other people who are visiting the Apartment. Tenant will reimburse Owner as Additional Rent upon demand for the cost of all losses, damages, fines and reasonable legal expenses incurred by Owner because Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other people visiting the Apartment have not obeyed applicable laws, rules, regulations and codes of any governmental or quasi-governmental entity or rules of this Lease.

11. OBJECTIONABLE CONDUCT Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other people visiting the Apartment will not engage in objectionable conduct at the Apartment or the Building. Objectionable conduct ("Objectionable Conduct") means behavior which makes or will make the Apartment or the Building less fit to live in for Tenant or other occupants. It also means anything which interferes with the right of others to properly and peacefully enjoy their apartment, or causes conditions that are dangerous, hazardous, unsanitary or detrimental to other occupants of the Building. Objectionable Conduct by Tenant, the Tenant Parties, or any other people visiting the Apartment, gives Owner the right to end this Lease on six (6) days' written notice to Tenant that this Lease will end.

12. SERVICES AND FACILITIES

- A. REQUIRED SERVICES.** Owner will provide (i) cold and hot water and heat as required by law, (ii) repairs to the Apartment not caused by Tenant (subject to the terms and conditions of this Lease), the Tenant Parties or any other people visiting the Apartment, as required by law, (iii) elevator service if the Building has elevator equipment; and (iv) the utilities, if any, included in the Rent, as set forth in subparagraph B below. Tenant is not entitled to any Rent reduction because of a stoppage or reduction of any of the above services unless it is provided by law.
- B.** The following utilities are included in the rent: Hot water.
[INSERT "NONE" IF NO UTILITIES ARE INCLUDED IN THE RENT]
- C. ELECTRICITY AND OTHER UTILITIES.** Tenant acknowledges and understands that Owner has no obligation to supply, or liability in connection with, utilities or services in or to the Apartment (except as may be provided for otherwise in this Lease). Tenant shall be responsible, at Tenant's sole cost and expense, for securing, air conditioning, electricity, gas, cable, phone, and all other utilities and services (except as may be provided for otherwise in this Lease).
- (i) Tenant shall contract directly with the appropriate utility provider for all aforementioned services (not including the utilities included in the Rent as provided for in subparagraph B).
- (ii) [N/A]
- D.** Stopping or reducing of service(s) will not be reason for Tenant to stop paying Rent, to make a money claim or to claim constructive eviction. Damage to the equipment or appliances supplied by Owner, caused by Tenant's acts, omissions or neglect, or the act, omission or neglect of the Tenant Parties or any other person visiting the Apartment, shall be repaired at Tenant's sole cost and expense. In the event that Tenant fails to make such repairs within a reasonable period of time, Owner shall have the option to make such repairs at Tenant's expense and charge the same to Tenant as Additional Rent. Damage to the equipment or appliances supplied by the Owner, which are not caused by Tenant's negligence, acts or misuse or the negligence, acts or misuse of the Tenant Parties or any other people visiting the Apartment, shall be promptly repaired by the Owner at the Owner's sole cost and expense. Owner may stop service of the plumbing, heating, elevator, air cooling or electrical systems, because of accident, emergency, repairs, or changes until the work is complete. Notwithstanding the foregoing, except in emergency situations, Owner shall provide Tenant no less than twenty-four (24) hours prior written notice of any planned service stoppages. Owner shall take all necessary steps to ensure that service stoppages do not interfere with Tenant's use and enjoyment of the Apartment.
- E. APPLIANCES.** Appliances supplied by Owner in the Apartment are for Tenant's use. They shall be in working order on the date hereof and will be maintained and repaired or replaced by Owner, except if repairs or replacement are made necessary because of Tenant's or the Tenant Parties' negligence or misuse, Tenant will pay Owner for the cost of such repair or replacement as Additional Rent. Tenant must not use a dishwasher, washing machine, dryer, freezer, heater, ventilator or other appliance unless installed by Owner or with Owner's prior written consent (in its sole discretion). Tenant must not use more electric than the wiring or feeders to the Building can safely carry.
- F. FACILITIES AND AMENITIES.** If Owner permits Tenant to use any storeroom, storage bin, laundry or any other facility located in the Building but outside of the Apartment (e.g., fitness center, resident lounge, roof deck, golf simulator,

movie theater, swimming pool, spa, etc.), the use of any such facility will be furnished to Tenant free of charge and at Tenant's own risk. Tenant will operate at Tenant's expense any coin operated appliances located in any such facility. Owner shall have no obligation to provide any of the aforementioned facilities or any type of doorman, attendant, porter or any other type of similar service at the Building, and Owner may discontinue same without being liable to Tenant therefor or without in any way affecting this Lease or the liability of Tenant hereunder or causing a diminution of Rent and the same shall not be deemed to be lessening or a diminution of facilities or services within the meaning of any law, rule or regulation now or hereafter enacted, promulgated or issued.

13. INABILITY TO PROVIDE SERVICES Because of a strike, labor trouble, national emergency, repairs, or any other cause beyond Owner's reasonable control, Owner may not be able to provide or may be delayed in providing any services or in making any repairs to the Building. In any of these events, any rights Tenant may have against Owner are only those rights which are allowed by laws in effect when the reduction in service occurs.

14. ENTRY TO APARTMENT During reasonable hours and with reasonable notice, except in emergencies, Owner and Owner's representatives, agents and employees may enter the Apartment for the following reasons:

- A. To erect, use and maintain pipes and conduits in and through the walls and ceilings of the Apartment; inspect; exterminate; install or work on master antennas or other systems or equipment; and to perform other work and make any and all repairs, alterations, or changes Owner decides are necessary. Tenant Rent will not be reduced because of any of the foregoing.
- B. To show the Apartment to potential buyers or lenders.
- C. For ninety (90) days before the end of the Lease Term, to show the Apartment to persons who wish to lease it.
- D. If, during the last month of the Lease, Tenant has moved out and removed all or almost all of Tenant's property from the Apartment, Owner may enter the Apartment to make changes, repairs, or redecorations. Tenant's Rent will not be reduced for that month and this Lease will not be ended by Owner's entry.
- E. If, at any time, Tenant is not personally present to permit Owner or Owner's representatives, agents or employees to enter the Apartment and entry is necessary or allowed by law or under this Lease, Owner or Owner's representatives, agents or employees may nevertheless enter the Apartment. Owner may enter by force in an emergency. Owner or Owner's representatives, agents or employees will not be responsible to Tenant, unless during such entry, any authorized party is negligent or misuses Tenant's property.

15. ASSIGNING; SUBLETTING; ABANDONMENT

- A. **ASSIGNING AND SUBLETTING.** Tenant cannot assign this Lease or sublet all or part of the Apartment or permit any other person to use the Apartment (other than a Permitted Occupant without the prior written consent of the Owner, which Tenant acknowledges may be withheld by Owner in its sole and absolute discretion, for any reason or no reason. If Tenant assigns this Lease or sublet all or part of the Apartment and fail to obtain Owner's prior written consent, in addition to any and all other rights of Owner under this Lease and at law and/or in equity, Owner has the right to cancel the Lease. Tenant must get Owner's written permission as provided for herein, each time Tenant wants to assign or sublet. Permission to assign or sublet is good only for that assignment or sublease. Tenant remains bound to the terms of this Lease after an assignment or sublet is permitted, even if Owner accepts money from the assignee or subtenant. The amount accepted will be credited toward money due from Tenant, as Owner shall determine. The assignee or subtenant does not become Owner's tenant. Tenant is responsible for acts and neglect of any person in the Apartment. Notwithstanding the foregoing, Owner expressly reserves the right to terminate this Lease with respect to the Apartment upon the receipt by Owner of any request for assignment or sublease ("Owner's Recapture Right"). Owner's Recapture Right, if exercised, must be sent to Tenant in writing within thirty (30) days after Tenant's request to assign or sublet the Apartment. In the event that Owner consents to an assignment and elects not to exercise Owner's Recapture Right, Tenant shall reimburse Owner for all of Owner's attorneys' fees in connection with the review of the assignment or sublease. In the event that Owner agrees to an assignment or sublease, subject to applicable law, Owner shall be entitled to one hundred percent (100%) of any consideration or rent over and above that Rent provided for in this Lease. The sublease shall provide that the subtenant shall, at Owner's option, attorn to Owner upon any termination of this Lease.
- B. **ABANDONMENT.** If Tenant moves out of the Apartment (abandonment) before the end of this Lease without the consent of Owner, this Lease will not be ended. Tenant will remain responsible for each monthly payment of Rent and Additional Rent as it becomes due until the end of this Lease. In case of abandonment, Tenant's responsibility for Rent and Additional Rent will end only if Owner chooses to end this Lease for default as provided in Article 16.

16. DEFAULT

- A. Tenant defaults under the Lease if Tenant acts in any of the following ways:
 - (i) Tenant fails to carry out any agreement or provision of this Lease;
 - (ii) ^{DS} Tenant does not take possession or move into the Apartment fifteen (15) days after the beginning of this Lease; or

(iii) Tenant and the Permitted Occupants of the Apartment move out permanently before this Lease ends;

If Tenant defaults in any one of these ways, other than a default in the agreement to pay Rent and/or Additional Rent, Owner may serve Tenant with a written notice to stop or correct the specified default within ten (10) days. Tenant must then either stop or correct the default within such ten (10) day period, or, if the nature of the default is not reasonably capable of being cured within such ten (10) day period, then Tenant must begin to take all steps necessary to correct the default within ten (10) days and thereafter diligently continue to do all that is necessary to correct the default as soon as possible (however, in no event shall any extension of the aforesaid ten (10) day period exceed thirty (30) days).

- B. If Tenant does not stop, correct or begin to materially correct a default within ten (10) days as provided for above, or engages in Objectionable Conduct, Owner shall give Tenant a written notice that this Lease will end six (6) days after the date such written notice is sent to Tenant. At the end of the six (6) day period, this Lease will end and Tenant then must move out of the Apartment. Even though this Lease ends, Tenant will remain liable to Owner for unpaid Rent and/or Additional Rent up to the end of this Lease, and damages caused to Owner after that time as stated in Article 17.
- C. If Owner does not receive the Rent and/or Additional Rent within five (5) days of when this Lease requires, Owner or Owner's agent shall send Tenant, via certified mail, a written notice stating the failure to receive such Rent and/or Additional Rent. Provided Owner has served Tenant with a fourteen (14) day written demand, and Owner does not receive the overdue Rent (and Additional Rent, as applicable) within fourteen (14) days after such written fourteen (14) demand for Rent (and Additional Rent, as applicable) has been made, Owner may commence an action or summary proceeding seeking the payment of all Rent and/or Additional Rent. If the Lease ends, Owner may do the following: (i) enter the Apartment and retake possession of it if Tenant has moved out or (ii) go to court and ask that Tenant and all other occupants in the Apartment be compelled to move out.

Once this Lease has been ended, whether because of default or otherwise, Tenant gives up any right Tenant might otherwise have to reinstate this Lease.

17. REMEDIES OF OWNER AND TENANT'S LIABILITY If this Lease is ended by Owner because of Tenant's default, the following are the rights and obligations of Tenant and Owner.

- A. Tenant must pay Rent and Additional Rent until this Lease has ended. Thereafter, Tenant must pay an equal amount for what the law calls "use and occupancy" until Tenant actually moves out.
- B. Once Tenant is out, Owner may re-rent the Apartment or any portion of it for a period of time which may end before or after the ending date of this Lease. Owner may re-rent to a new tenant at a lesser rent or may charge a higher rent than the Rent in this Lease. Notwithstanding the foregoing, if Tenant vacates the Apartment in violation of the terms of this Lease, only then shall Owner use reasonable efforts to re-rent the Apartment at the lesser of the fair market value of the Apartment or the Rent paid hereunder.
- C. Whether the Apartment is re-rented or not, Tenant must pay to Owner as damages:
- (i) the difference between the Rent in this Lease and the amount, if any, of the rents collected in any later lease of the Apartment for what would have been the remaining period of this Lease; and
 - (ii) Owner's expenses for the cost of getting Tenant out and re-renting the Apartment, including, but not limited to, putting the Apartment in good condition, repairing damages, decorating and/or cleaning the Apartment for re-rental, advertising the Apartment and for real estate brokerage fees; and
 - (iii) Owner's expenses for attorney's fees (except in the event of a default judgment).
- D. Tenant shall pay all aforementioned damages due in monthly installments on the Rent day established in this Lease. Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way Owner's right to collect the damages for a later month by a similar action.
- E. If the Rent collected by Owner from a subsequent tenant of the Apartment is more than the unpaid Rent and damages which Tenant owes Owner, Tenant cannot receive the difference. Owner's failure to re-rent to another tenant will not release or change Tenant's liability for damages. Except as may be provided for otherwise in Article 17(B) of this Lease, Owner is not required to re-rent the Apartment.

18. ADDITIONAL OWNER REMEDIES; If Tenant does not do everything Tenant has agreed to do, or if Tenant does anything which shows that Tenant intends not to do what Tenant has agreed to do, Owner has the right to ask a Court to make Tenant carry out Tenant's agreements or to give the Owner such other relief as the Court can provide. This is in addition to the remedies in Article 16 and 17 of this Lease.

19. FEES AND EXPENSES

- A. Tenant must reimburse Owner for any of the following fees and expenses incurred by Owner:
- (i) Making any repairs to the Apartment or the Building, including any appliances in the Apartment, which result from



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misuse, omissions or negligence by Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other visitors to the Apartment;

- (ii) Correcting any violations of city, state or federal laws or orders and regulations of insurance rating organization concerning the Apartment or the Building which Tenant, the Permitted Occupants of the Apartment, the Tenant Parties, or any other persons who visit the Apartment or work for Tenant have caused;
- (iii) Preparing the Apartment for the next tenant if Tenant moves out of the Apartment before the Lease ending date without Owner's prior written consent;
- (iv) [N/A]
- (v) Removing any of Tenant's property from the Apartment after this Lease is ended;
- (vi) Any miscellaneous charges payable to the Owner for services Tenant requested that are not required to be furnished Tenant under this Lease for which Tenant has failed to pay the Owner and which Owner has paid;
- (vii) All other fees and expenses incurred by Owner because of the failure to obey any other provisions and agreements of this Lease by Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other persons who visit the Apartment or work for Tenant.

These fees and expenses shall be paid by Tenant to Owner as Additional Rent within ten (10) business days after Tenant receives Owner's bill or statement. If this Lease has ended when these fees and expenses are incurred, Tenant will still be liable to Owner for the same amount as damages. In the event Tenant does not reimburse Owner within such ten (10) business day period, Owner shall be entitled to deduct the fees and expenses from the Security Deposit.

B. [N/A]

20. PROPERTY LOSS, DAMAGES OR INCONVENIENCE Tenant understands and agrees that unless caused by the gross negligence or willful misconduct of Owner or Owner's representatives, agents or employees, none of these authorized parties are responsible to Tenant for any of the following (i) any loss of or damage to Tenant or Tenant's property in the Apartment or the Building due to any accidental or intentional cause, including a theft or another crime committed in the Apartment or elsewhere in the Building; (ii) any loss of or damage to Tenant's property delivered to any employee of the Building (e.g., doorman, superintendent, etc.); or (iii) any damage or inconvenience caused to Tenant by actions, negligence or violations of their lease made by any other tenant or person in the Building except to the extent required by law. Tenant further understands and agrees that Owner's employees are not authorized by Owner to care for Tenant's personal property. Owner is not responsible for any loss, theft, damage to Tenant's personal property, or any injury caused by the property or its use by Building employees.

Owner will not be liable for any temporary interference with light, ventilation, or view caused by construction by or on behalf of Owner. Owner will not be liable for any such interference on a permanent basis caused by construction on any parcel of land not owned by Owner. Owner will not be liable to Tenant for such interference caused by the permanent closing, darkening or blocking up of windows, if such action is required by law. None of the foregoing events will cause a suspension or reduction of the Rent or allow Tenant to cancel the Lease.

21. FIRE OR CASUALTY

- A. Tenant shall give Owner immediate notice in case of fire or other damage to the Apartment. If the Apartment becomes unusable, in part or totally, because of fire, accident or other casualty, this Lease will continue unless ended by Owner under subparagraph C below or by Tenant under subparagraph D below. However, the Rent will be reduced as of the date of the fire, accident or other casualty. This reduction will be based upon the square footage of the Apartment which is unusable, as determined by Owner.
- B. Owner will repair and restore the Apartment, unless Owner decides to take actions described in subparagraph C below. For the sake of clarity and emphasis, Owner is not required to repair or restore the Apartment or replace the furnishings, decorations or any of Tenant's property, and furthermore (unless otherwise agreed to by Owner in writing), Owner shall not be responsible for any delays due to settling insurance claims, obtaining cost estimates, labor, material, equipment and/or supply problems, force majeure or for any other delay beyond Owner's reasonable control. If the Lease is cancelled, Owner need not restore the Apartment.
- C. After a fire, accident or other casualty in the Building, Owner may decide to tear down the Building or to substantially rebuild it. In such case, Owner need not restore the Apartment but may end this Lease. Owner may do this even if the Apartment has not been damaged, by giving Tenant written notice of this decision within the later of sixty (60) days after the date when the damage occurred or ten (10) business days after Owner is advised by its insurance carrier as to the amount of insurance proceeds it will have available to restore the Apartment. If there is substantial damage to the Apartment or if the Apartment is completely unusable, Owner may cancel this Lease by giving Tenant written notice of this decision within 30 days after the date when the damage occurred. If the Apartment is unusable when Owner gives Tenant such notice, this Lease will end sixty (60) days from the last day of the calendar month in which Tenant was given notice.

- D. If the Apartment is completely unusable because of fire, accident or other casualty and it is not repaired in thirty (30) days, Tenant may give Owner written notice that Tenant ends the Lease. If Tenant gives that notice, this Lease is considered ended on the day that the fire, accident or casualty occurred. Owner will promptly refund Tenant's Security Deposit and the pro-rata portion of Rent (and Additional Rent, as applicable) paid for the month in which the casualty happened.
- E. Unless prohibited by the applicable policies, to the extent that such insurance is collected, Tenant and Owner release and waive all right of recovery against the other or anyone claiming through or under each by way of subrogation.
- F. Tenant acknowledges that if fire, accident, or other casualty causes damage to any of Tenant's personal property in the Apartment, including, but not limited to Tenant's furniture and clothes, the Owner will not be responsible to Tenant for the repair or replacement of any such damaged personal property unless such damage was as a result of the Owner's negligence.

22. PUBLIC TAKING The entire Building or a part of it can be acquired (condemned) by any government or government agency for a public or quasi- public use or purpose. If this happens, this Lease shall end on the date the government or agency take title. Tenant shall have no claim against Owner for any damage resulting; Tenant also agrees that by signing this Lease, Tenant assigns to Owner any claim against the government or government agency for the value of the unexpired portion of this Lease.

23. SUBORDINATION CERTIFICATE AND ACKNOWLEDGEMENTS Notwithstanding any provisions to the contrary contained in this Lease, this Lease and Tenant's rights, are subject and subordinate to all present and future: (a) leases for the Building or the land on which it stands, (b) Owner's mortgage(s) now existing or hereinafter existing), (c) agreements securing money paid or to be paid by a lender, and (d) terms, conditions, renewals, changes of any kind and extensions of the mortgages, leases or lender agreements. If certain provisions of any such mortgage come into effect, the holder of any such mortgage can end this Lease and such parties may commence legal action to evict Tenant from the Apartment . If this happens, Tenant acknowledges that Tenant has no claim against Owner or such lease or mortgage holder. If Owner requests, Tenant will sign promptly any acknowledgment(s) of the "subordination" in the form that Owner may require. Tenant authorizes Owner to sign such acknowledgment(s) for Tenant if Tenant fails to do so within five (5) days of Owner's request.

Tenant also agrees to sign (if accurate) a written acknowledgment within ten (10) days of request to any third party designated by Owner that this Lease is in effect, that Owner is performing Owner's obligations under this Lease and that Tenant has no present claim against Owner.

24. TENANT'S RIGHT TO LIVE IN AND USE THE APARTMENT If Tenant pays the Rent and any required Additional Rent on time and Tenant does everything Tenant has agreed to do in this Lease, Tenant's tenancy cannot be cut off before the ending date, except as provided for otherwise in this Lease, including, but not limited to, in Articles 21, 22, and 23.

25. BILLS AND NOTICE; ELECTRONIC SIGNATURES Any notice, statement, demand or other communication required or permitted to be given rendered or made by either party to the other, pursuant to this Lease or pursuant to any applicable law or requirement of public authority, shall be in writing (whether or not so stated elsewhere in this Lease) and shall be given by registered or certified mail, return receipt requested, or by overnight mail by a nationally recognized overnight carrier addressed to each of the following parties:

An electronic signature on this Lease, rider or any renewal of Owner or Tenant shall be deemed an original document and a binding signature pursuant to the Electronic Signatures and Records Act of the State Technology Law.

If to Owner:

With a copy to:

If to Tenant: at Apartment, subsequent to Commencement Date

Prior to Commencement Date:

303 East 83rd Street, Apt. #29F
New York, NY 10028

Notwithstanding anything to the contrary contained in this Lease, any notice from Owner or Owner's agent or attorney may be delivered to Tenant personally at the Apartment. Notices shall be deemed received the next business day if by overnight carrier, the date of delivery if by personal delivery, or three (3) business days after being mailed if by registered or certified mail.

26. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM

- A. Both Tenant and Owner agree to give up the right to a trial by jury in a court action, proceeding or counterclaim (excluding compulsory counterclaims) on any matters concerning this Lease, the relationship of Tenant and Owner as lessee and lessor or Tenant's use or occupancy of the Apartment. This agreement to give up the right to a jury trial does not include claims for personal injury or property damage.
- B. If Owner begins any court action or proceeding against Tenant which asks that Tenant be compelled to move out, Tenant cannot make a counterclaim unless Tenant is claiming that Owner has not done what Owner is supposed to do about the condition of the Apartment or the Building.

27. NO WAIVER OF LEASE PROVISIONS

- A. Even if Owner accepts Tenant's Rent and/or Additional Rent or fails once or more often to take action against Tenant when it has not done what Tenant has agreed to do in this Lease, the failure of Owner to take action or Owner's acceptance of Rent and/or Additional Rent does not prevent Owner from taking action at a later date if Tenant does not do what Tenant has agreed to do herein.
- B. Only a written agreement between Tenant and Owner can waive any violation of this Lease.
- C. If Tenant pays and Owner accepts an amount less than all the Rent and/or Additional Rent due, the amount received shall be considered to be in payment of all or part of the earliest Rent and/or Additional Rent due. It will not be considered an agreement by Owner to accept this lesser amount in full satisfaction of all of the Rent and/or Additional Rent due unless there is a written agreement between Tenant and Owner.
- D. Any agreement to end this Lease and also to end the rights and obligations of Tenant and Owner must be in writing, signed by Tenant and Owner or Owner's agent. Even if Tenant gives keys to the Apartment and they are accepted by Owner or Owner's representative, this Lease is not ended.

28. CONDITION OF THE APARTMENT; APARTMENT RENTED "AS IS" By signing this Lease Tenant acknowledges that Owner, Owner's representatives or superintendent has not made any representations or promises with respect to the Building or the Apartment except as herein expressly set forth. After signing this Lease but before Tenant begins occupancy, Tenant shall have the opportunity to inspect the Apartment with Owner or Owner's agent to determine the condition of the Apartment. If Tenant requests such inspection, the parties shall execute a written agreement before Tenant begins occupancy of the Apartment attesting to the condition of the Apartment and specifically noting any existing defects or damages. Before taking occupancy of the Apartment, Tenant has inspected the Apartment (or Tenant has waived such inspection) and Tenant accepts it in its present condition "as is," except for any condition which Tenant could not reasonably have seen during Tenant's inspection. Tenant agrees that Owner has not promised to do any work in the Apartment except as specified in Exhibit C annexed hereto (if any) and made apart hereof.

29. HOLDOVER

- A. At the end of the Term, Tenant shall: (i) return the Apartment to the Owner in broom clean, vacant and in good condition, ordinary wear and tear excepted; (ii) remove all of Tenant's property and all of Tenant's installations, alterations and decorations (if so directed by Owner); and (iv) repair all damages to the Apartment and Building caused by moving; and restore the Apartment to its condition at the beginning of the Term ordinary wear and tear excepted.
- B. Tenant hereby indemnifies and agrees to defend and hold Owner harmless from and against any loss, cost, liability, claim, damage, fine, penalty and expense (including reasonable attorneys' fees and disbursements but excluding consequential or punitive damages) resulting from delay by Tenant in surrendering the Apartment upon the termination of this Lease, including any claims made by any succeeding tenant or prospective tenant or successor landlord founded upon such delay.
- C. If Tenant holds over possession after the expiration date of the Lease or earlier termination of the Lease term or any extended term of this Lease, such holding over shall not be deemed to extend the term of this Lease or renew this Lease. Under no circumstances (i) will such holdover constitute a month-to-month tenancy, (ii) shall this Article 29 imply any right of Tenant to remain in the Apartment after the expiration or earlier termination of this Lease, (iii) will Owner be prohibited from exercising any rights permitted by law against a holdover tenant; or (iv) will any monies paid by Tenant or accepted by Owner (e.g., Rent, Additional Rent, holdover rent or otherwise) after the expiration or earlier termination of this Lease be deemed to reinstate any form of tenancy between Tenant and Owner. In connection with such holdover, Tenant shall pay the following charges for the use and occupancy of the Apartment for each calendar month or part thereof (even if such part shall be a small fraction of a calendar month), which total sum Tenant agrees

to pay to Owner per month promptly upon demand, in full, without set-off or deduction:

- i) TWO (2) times the highest monthly Rent set forth in this Lease, plus
- ii) Items of Additional Rent that would have been payable monthly pursuant to this Lease, had this Lease not expired or terminated,

The aforesaid provisions of this Article 29 shall survive the expiration or earlier termination of this Lease.

30. DEFINITIONS

- A. Owner: The term "Owner" means the person or organization receiving or entitled to receive Rent and Additional Rent from Tenant for the Apartment at any particular time other than a rent collector or managing agent of Owner. Owner is the person or organization that owns legal title to the Apartment. It does not include a former owner, even if the former owner signed this Lease.
- B. Tenant: The Term "Tenant" means the person or persons signing this Lease as lessee and the respective heirs, distributes, executors, administrators, successors and assigns of the signer. This Lease has established a lessor-lessee relationship between Owner and Tenant.

31. SUCCESSOR INTERESTS The agreements in this Lease shall be binding on Owner and Tenant and on those who succeed to the interest of Owner or Tenant by law, by approved assignment or by transfer.

32. INSURANCE

- A. As a material inducement for Owner to enter into this Lease, Tenant shall obtain (i) liability insurance insuring Tenant, the Permitted Occupants of the Apartment, the Tenant Parties and any other people visiting the Apartment, and (ii) personal property insurance insuring Tenant's furniture and furnishings and other items of personal property located in the Apartment. Tenant may not maintain any insurance with respect to any furniture or furnishings belonging to Owner that are located in the Apartment unless otherwise directed by Owner. Tenant acknowledges that Owner may not be required to maintain any insurance with respect to the Apartment.
- B. Owner is not liable for loss, expense, or damage to any person or property, unless due to Owner's gross negligence or wrongful acts. Owner is not liable to Tenant for permitting or refusing entry of anyone into the Building. Tenant must pay for damages suffered and reasonable expenses of Owner relating to any claim arising from any act, omission or neglect by Tenant. If an action is brought against Owner arising from Tenant's acts, omissions or neglect, Tenant shall defend Owner at Tenant's sole cost and expense with an attorney reasonably acceptable to Owner. Tenant is responsible for all acts, omissions or neglect of the Tenant Parties.
- C. Tenant shall indemnify and save harmless Owner from and against any and all liability, penalties, losses, damages, expenses, suits and judgments arising from injury during the term of this Lease to person or property of any nature and also from any matter growing out of the occupation of the Apartment, provided however that such is not the result of Owner's gross negligence or wrongful acts or that of Owner's employees, or agents. Tenant agrees, at Tenant's sole cost and expense to procure and maintain at all times during the Lease term the following insurance:
 - (i) General Liability Insurance for an amount not less than **fifty thousand dollars (\$50,000.00)** and; and
 - (ii) Renters Insurance, which covers any, and all personal property or belongings contained in the Apartment. Tenant agrees to hold Owner harmless regarding these personal belongings due to loss or damage except in cases of Owner's gross negligence.
- D. The aforementioned insurance policies shall name Owner and the property manager (if applicable) as additional insureds or interests, as applicable. In the event of Tenant's failure to procure and/or maintain the aforementioned policies prior to the date possession of the Apartment is ready to be delivered to Tenant on the Lease Commencement Date, Owner may (i) refuse to deliver possession of the Apartment to Tenant until such time as evidence of such insurance is delivered by Tenant to Owner (however, Tenant shall nonetheless remain responsible for the payment of Rent and Additional Rent as of the Lease Commencement Date), and/or (ii) order such insurance policies, pay the premiums, and add the amount thereof to the Rent next coming due as Additional Rent, and the Owner shall have all rights and remedies for the collection thereof as is provided for collection of ordinary Rent. The abovementioned insurance policies shall provide for no less than thirty (30) days' notice of cancellation or modification to Owner, and Tenant shall provide Owner with a copy of such insurance policies. Evidence of the aforesaid coverage being in place shall be presented to the Owner on or before the first day of the term of this Lease and may be requested at any time during term of this Lease. Such insurance policies are to be written by a good and solvent company licensed to do business in the state of New York. Tenant shall immediately reimburse Owner for the cost of any insurance policy Owner obtains for the Apartment, including but not limited to insurance for Owner's furniture or furnishings in the Apartment. Tenant acknowledges that Owner may not be required to maintain any insurance with respect to the Apartment.

33. [N/A]

34. BROKER [DELETE EITHER SUBPARAGRAPH A OR B; IF SUBPARAGRAPH B IS DELETED, INSERT NAME OF BROKER(S) IN SUBPARAGRAPH A]**A. [N/A]****B.** Tenant represents to Owner that Tenant has not dealt with any real estate broker in connection with the leasing of the Apartment.**C.** Owner and Tenant hereby agree to indemnify, defend and hold harmless each other from and against any and all claims, demands, liabilities, suits, losses, costs and expenses (including reasonable attorneys' fees and disbursements) arising out of any inaccuracy or alleged inaccuracy of the above representation. Owner shall have no liability for any brokerage commissions arising out of a sublease or assignment by Tenant. The provisions of this Article 34 shall survive the expiration or sooner termination of this Lease.**35. [N/A]****A. [N/A]****B. [N/A]****C. [N/A]****36. [N/A]****37. [N/A]****38. PETS [DELETE EITHER SUBPARAGRAPH A OR B; IF SUBPARAGRAPH A IS DELETED, INSERT NECESSARY INFORMATION IN SUBPARAGRAPH B]****A.** Tenant may not keep any pets in the Apartment. IF TENANT BREACHES THIS SECTION, TENANT WILL FORFEIT TWENTY PERCENT (20%) OF THE SECURITY DEPOSIT TO OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY). TENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS LEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS LEASE AGREEMENT.**B. [N/A]****39. KEYS/SECURITY****A.** Tenant shall not remove, alter, or change in any way the existing locks, security codes or keys that are provided for the Apartment or any part thereof. Tenant assumes liability for any person keys are entrusted to. The name, address and telephone number of any person with an additional set of keys to the Apartment are required to be furnished to Owner or its managing agent. Only Owner may make such additional sets of keys upon Tenant's written request with the abovementioned information. Owner will not refuse any such reasonable request. All extra sets of keys must be returned to Owner no later than one (1) day prior to move out unless agreed to by Owner. In the event that all keys are not returned to the Owner by or before the last day of tenancy, Tenant agrees to pay for the replacement cost as mentioned below (or part thereof if Owner deems it appropriate).**B.** Tenant agrees and understands that Tenant will be charged a re-keying fee in the sum of **\$350.00** for the entrance door each and every time a key replacement is required or deemed necessary by Owner if the need arises due to Tenant's loss of the key, employee changes, or request. Said charges shall be deemed Additional Rent.**40. WINDOW GUARDS** Simultaneously with the execution of this Lease, Tenant shall complete and deliver to Owner a notice with respect to the installation of window guards in the Apartment in the form required by the City of New York annexed as a rider attached to this Lease. Tenant acknowledges that it is a violation of law to refuse, interfere with installation, or remove window guards where required.**41. BED BUG DISCLOSURE** Tenant and Owner shall sign and complete the disclosure of bedbug infestation history annexed as a rider attached to this Lease.**42. SPRINKLER DISCLOSURE** Tenant and Owner shall sign and complete the sprinkler disclosure annexed as a rider attached to this Lease.**43. OCCUPANCY NOTICE FOR INDOOR ALLERGEN HAZARDS** Owner shall complete and deliver to Tenant the Occupancy Notice for Indoor Allergen Hazards annexed as a rider attached to this Lease. Owner acknowledges that it has delivered to Tenant "What Every Tenant Should Know About Indoor Allergens" and Tenant acknowledges receipt of such notice.**44. STOVE KNOB COVERS** Simultaneously with the execution of this Lease, Tenant shall complete and deliver to Owner the Annual Notice for Tenants in Multiple Dwelling Units with gas-powered stoves annexed as a rider attached to this

Lease.

- 45. NO SHORT TERM RENTAL** Under no circumstances shall Tenant put a listing for the Apartment on Airbnb or for other similar short term rental (i.e., a rental for less than thirty (30) days), or use the Apartment for same. If Tenant does so, Owner has the right to immediately terminate this Lease.

TENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS LEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS LEASE AGREEMENT. IF TENANT DISREGARDS THIS AGREEMENT, IN ADDITION TO THE RIGHT OF INJUNCTION, THE RIGHT TO TERMINATE THIS LEASE ON SIX (6) DAYS' WRITTEN NOTICE TO TENANT AND ANY AND ALL REMEDIES AVAILABLE UNDER THIS LEASE AND AT LAW OR EQUITY, TENANT WILL FORFEIT THE ENTIRE SECURITY DEPOSIT TO THE OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY). TENANT SHALL ALSO BE RESPONSIBLE FOR ANY AND ALL FINES AND PENALTIES IMPOSED BY ANY GOVERNMENTAL OR QUASI -GOVERNMENTAL AGENCY OR BODY.

- 46. INDEMNIFICATION** Tenant shall indemnify and save harmless Owner and Owner's agents and, at Owner's option, defend Owner and Owner's agents against and from any and all claims against Owner and Owner's agents arising wholly or in part from any act, omission or negligence of Tenant or the Tenant Parties. This indemnity and hold harmless agreement shall include indemnity from and against any and all liability, fines, suits, demands, costs, damages and expenses of any kind or nature (including without limitation attorney's and other professional fees and disbursements) incurred in or in connection with any such claims (including any settlement thereof) or proceeding brought thereon, and the defense thereof

- 47. NOISE** Tenant shall not create any unreasonable noise levels which shall interfere with the quiet enjoyment of the other tenants of the Building or the neighbors of the Building. Tenant agrees to promptly notify Owner in writing of all noise complaints or summons which Tenant receives in writing, and to submit a proposal reasonably satisfactory to Owner as to how to handle same and assure that such complaints shall not recur. TENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS LEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS LEASE AGREEMENT. IF TENANT DISREGARDS THIS AGREEMENT, IN ADDITION TO THE RIGHT OF INJUNCTION AND ANY AND ALL REMEDIES AVAILABLE UNDER THIS LEASE AND AT LAW OR EQUITY, TENANT WILL FORFEIT THE ENTIRE SECURITY DEPOSIT TO THE OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY).

- 48. WAIVER OF LIABILITY** Anything contained in this Lease to the contrary notwithstanding, Tenant agrees that Tenant shall look solely to the estate and property of Owner in the Apartment or to any proceeds obtained by Owner as a result of a sale by Owner of the Apartment, for the collection of any judgment (or other judicial process) requiring the payment of money by Owner in the event of any default or breach by Owner with respect to any of the terms and provisions of this Lease to be observed and/or performed by Owner, subject, however, to the prior rights of any lessor under a superior lease or holder of a superior mortgage. No other assets of Owner or any partner, officer, director or principal of Owner, shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claim hereunder.

- 49. OWNER'S APPROVAL** If Tenant shall request Owner's approval or consent and Owner shall fail or refuse to give such approval or consent, Tenant shall not be entitled to any damages for any withholding or delay of such approval or consent by Owner, it being intended that Tenant's sole remedy shall be an action for injunction without bond or specific performance (the rights to money damages or other remedies being hereby specifically waived. Furthermore, such remedy shall be available only in those cases where Owner shall have expressly agreed in writing not to unreasonably withhold its consent or approval (as applicable), or where as a matter of law, Owner may not unreasonably withhold its consent or approval. In such event, provided Tenant is successful therein, Owner shall be responsible to pay Tenant's actual costs and expenses incurred therein, including reasonable attorneys' fees.

- 50. BANKRUPTCY; INSOLVENCY** If (i) Tenant files a voluntary petition in bankruptcy or insolvency or are the subject of an involuntary bankruptcy proceeding, (ii) Tenant assigns property for the benefit of creditors, or (iii) a non-bankruptcy trustee or receiver of Tenant's or Tenant's property is appointed, Owner may give Tenant thirty (30) days' notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within the thirty (30) day period, the Term shall end as of the date stated in the notice. Tenant must continue to pay Rent and Additional Rent and any damages, losses and expenses due Owner without offset.

- 51. CONTROLLING LAW** Tenant acknowledges that by negotiating and entering into this Lease, Tenant has transacted business within the State of New York. Any action, proceeding or claim arising out of this Lease or breach thereof, shall be litigated within the State of New York and the parties consent to the personal jurisdiction of the courts (including the New York City Housing Court) within the State of New York and consent that any process may be served either personally, by facsimile or by certified or registered mail, return receipt requested, to Tenant at Tenant's address as set forth in this

Lease, or in any manner provided by New York Law.

Tenant shall not be entitled, directly or indirectly, to diplomatic or sovereign immunity and shall be subject to, and Tenant shall agree to consent to, the service of process in, and the jurisdiction of, the courts of, New York State.

52. OWNER'S CONTROL The Lease shall not end or be modified nor will Tenant's obligations be ended or modified if for any cause not fully within Owner's reasonable control, Owner is delayed or unable to (a) fulfill any of Owner's promises or agreements, or (b) supply any required service or (c) make any required repairs to the Apartment.

53. COUNTERPARTS This Lease may be executed in any number of identical counterparts and by scanned or facsimile signature, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument.

54. BINDING EFFECT It is expressly understood and agreed that this Lease shall not constitute an offer or create any rights in Tenant's favor, and shall in no way obligate or be binding upon Owner, and this Lease shall have no force or effect until this Lease is duly executed by Tenant and Owner and a fully executed copy of this Lease is delivered to both Tenant and Owner.

55. SMOKING THERE IS NO SMOKING PERMITTED INSIDE THE APARTMENT (OR ON THE BALCONY OR TERRACE, IF ANY) UNDER ANY CIRCUMSTANCES. IF TENANT DISREGARDS THIS AGREEMENT, TENANT WILL FORFEIT ONE-THIRD (1/3) OF THE SECURITY DEPOSIT TO THE OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY). TENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS LEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS LEASE AGREEMENT.

TENANT AND OWNER SHALL SIGN AND COMPLETE THE BUILDING'S SMOKING POLICY ANNEXED AS RIDER ATTACHED TO THIS LEASE.

56. GARBAGE, REFUSE AND RECYCLING Tenant shall comply with the rules and regulations of the Building in all respects, including, but not limited to, those regarding garbage and recycling laws. Tenant shall not place any large articles outside of the Apartment except in compliance with the rules and regulations of the Building in all respects. Tenant agrees to promptly pay Owner for any violations for violation of Tenant's obligations pursuant to this Article 56.

57. TOILETS/PLUMBING FIXTURES The toilets and plumbing fixtures shall only be used for the purposes for which they were designed or built for. No feminine hygiene or similar products such as paper towels may be discarded in the toilets or plumbing fixtures.

58. EMERGENCIES Tenant will provide Owner with list of persons to contact in the event of an emergency. Emergencies include, but are not limited to: health and safety of Tenant or guests, water damage or fire, or unauthorized persons attempting entry into the Apartment without Owner's knowledge.

59. BICYCLES [DELETE IF INAPPLICABLE] All bicycles are expressly forbidden in the Apartment.

60. [N/A]

61. THIRD PARTY BENEFICIARY This Lease is an agreement solely for the benefit of Owner and Tenant (and their permitted successors and/or assigns). No person, party or entity other than Owner and Tenant shall have any rights hereunder or be entitled to rely upon the terms, covenants and provisions contained herein. The provisions of this Article 61 shall survive the termination hereof.

62. MOVING IN, VACATING APARTMENT AND TERMINATION

- A. Should Owner become concerned with the inadequate care and/or supervision of Tenant's moving company's crew, Tenant shall instruct moving personnel to comply with Owner's reasonable request for added protection throughout the Apartment. All moving personnel must be fully insured and reasonable proof of such insurance must be supplied to Owner before moving will be permitted on or in the Apartment.
- B. In the course of Tenant's moving in, out or having items delivered to the Apartment, should there be any damage to the halls, doors or any other part of the Apartment or the Building, Tenant shall be responsible to pay for the repair of such damage.
- C. Upon the expiration of this Lease, Tenant shall return the Apartment in broom clean condition. Additional cleaning charges incurred by Owner due to Tenant's breach of this Article 62 shall be borne by Tenant and shall be deemed Additional Rent.

63. OWNER UNABLE TO PERFORM Notwithstanding anything to the contrary contained in this Lease, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefore, governmental actions, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, except with respect to the obligations imposed with regard to the

387 Manhattan Ave

payment of Rent and Additional Rent to be paid by Tenant pursuant to this Lease (any of the foregoing "Force Majeure") shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage.

64. ILLEGALITY. If a term in this Lease is illegal, invalid or unenforceable, the rest of this Lease remains in full force.

SIGNATURES CONTINUED ON NEXT PAGE

387 Manhattan Ave

TO CONFIRM OUR AGREEMENTS, OWNER AND TENANT RESPECTIVELY SIGN THIS LEASE AS OF THE DAY AND YEAR FIRST WRITTEN ON PAGE 1.

Witnesses

BY: 387 MANHATTAN AVE

(Witness) Date

(Landlord) Date

DocuSigned by:

Roman Sergeev

7/21/2023

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(Witness) Date

Roman Sergeev (Tenant) Date

(Witness) Date

387 Manhattan Ave

NOTICE TO TENANTS 421-A RIDER TO LEASE AGREEMENT

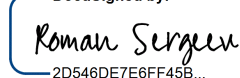
LEASE DATED: July 20, 2023APARTMENT: 2COWNER: 387 Manhattan AveTENANT(S): Roman SergeevBUILDING: 387 Manhattan Ave, Brooklyn, NY 11211

NOTICE RE: 2.2% RENT INCREASES AND EXPIRATION OF RENT STABILIZATION

- 1. RENT REGULATION.** Pursuant to Real Property Tax Law Section 421-A ("Section 421-A") and the rules promulgated thereunder by the N.Y.C. Department of Housing Preservation And Development (the "421-A Rules"), Owner has obtained real estate tax benefits ("421-A Tax Benefits"). Solely as a result of obtaining 421-A Tax Benefits, the apartment is regulated under the Rent Stabilization Law and Code and Chapter 4 of Title 26 of the Administrative Code of New York City, all as heretofore and hereafter amended (collectively, the "Rent Regulations"). Upon your request, Owner will make available to Tenant for review at Owner's office a copy of the Rent Regulations.
- 2. TERMINATION OF RENT REGULATION.** Owner estimates that the 421-A Tax Benefits for the building will expire on or about June 30, 2043. Upon the expiration of the lease in effect when the 421-A Tax Benefits expire, the apartment will no longer be subject to the Rent Regulations and Tenant will then not be entitled to a renewal lease and the apartment will not be regulated as to the amount of rent that Owner may charge tenant or any other person for the apartment. If the Owner should elect to renew the lease at that time, the Owner will not be legally bound by any governmental rent guidelines and may charge an unregulated rent.
- 3. ANNUAL 2.2% RENT INCREASES.** In accordance with Section 421-A, the 421-A Rules and the Rent Regulations, beginning at the start of the Real Property Tax Phase-In Period (the "Phase-In Period") of the 421-A Benefits which will occur in the 22 year of the 421-a Tax Benefits (which Owner estimates will occur on or about July 1, 2018), on anniversary date of the initial lease for the apartment the monthly rent will be increased by 2.2% of the monthly rent actually charged for the apartment at the commencement of the Phase-In Period ("2.2% Increase"). Successive additional 2.2% Increases (each in the same amount as the initial 2.2% Increase) shall be added to the monthly rent every year as of each July 1st thereafter. These 2.2% Increases will be in addition to any other increases that may be permitted under the Rent Regulations, but the 2.2% Increase will not be included in base rent while the apartment is subject to the Rent Regulations. Please note, in the event that the Owner fails to charge a 2.2% increase in any particular year, that increase may be collected at any time, but only prospectively.
- 4. TENANT'S CONFIRMATION.** By signing this rider below, Tenant confirms that Tenant has received and read this rider.

387 Manhattan Ave

DocuSigned by:



7/21/2023

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Roman Sergeev (Tenant)

Date

(Landlord)

Date


 DS
 Initials: RS

AMENITIES AGREEMENT

Name: Roman Sergeev	
Address: 387 Manhattan Ave #2C, Brooklyn, NY 11211	Telephone:

Execution of this Agreement by the undersigned tenant (referred to herein as the "Licensee"), shall entitle the Licensee to the use of the premises known as **387 Manhattan Ave** amenities, including the **Roof Deck** (together, the "Amenities") located at **387 Manhattan Ave**, in the City and State of New York, subject to compliance by the Licensee with all of the terms and conditions of this Agreement.

In consideration of the privileges granted herein, the Licensee hereby agrees as follows:

1. Use of the Amenities shall be on a first come, first served basis. The Landlord (referred to herein as the "Licensor" and as the "Landlord") does not guaranty availability of the Amenities to all licensees at all times, and the use of the Amenities may be limited or restricted in the sole discretion of the Licensor, and may, under all circumstances, be utilized only by licensees who are tenants of record in the subject building.
2. Guests shall only be allowed onto **the Roof Deck** if accompanied at all times by a tenant. Tenant may bring up to **2 guests** guests maximum at a time. No guests are permitted to use _____. Tenants shall have a priority for the use of the other Amenities.
3. Licensee agrees and understands that the **amenities and all common areas in the building** are smoke-free (i.e. smoking is not permitted) and food and beverage use is subject to the Rules that are and/or will be posted. No use of electrical appliances is permitted, and no music may be played or produced.
4. The Amenities may never be utilized for more than **2 hours** at a time.
5. Licensee understands and acknowledges that in the event the Licensee fails to leave the Amenity areas clean, or cause any damage to such areas, the Licensee shall be responsible for the cost of any and all necessary repairs and/or restorations, and for the cost of cleaning the area at the rate of **\$250.00** per hour.
6. The Licensor reserves the right to close all or part of the roof deck at any time, and/or to interrupt or discontinue the Amenities. There is no obligation on the part of the Landlord to continue to provide the Amenities. Landlord has the right to charge an amenity fee at any time.
7. The Licensee shall comply with all rules, regulations and directives posted by the Licensor in the Amenity areas, which rules, regulations and directives may be changed from time to time by Licensor in its sole discretion. The Licensee shall ensure compliance with such rules, regulations and directives by all of Licensee's guests. Failure to abide by any rules, regulations and directives may result in ejection from the Amenity areas and/or suspension or termination of this License in the sole and absolute discretion of the Licensor.
8. The Licensor, its affiliates, agents and employees shall not be liable for loss, theft or damage to the property of Licensee or Licensee's guests. The Licensee shall be required to pay or reimburse any claim, cost, liability, fee, expense and/or attorney's fees arising from the Licensee's or Licensee's guests' negligence or misconduct, including expenses related to replacement or repair of personal property, equipment or machinery located in or about the building and/or the gym and/or roof deck.
9. Prior to Licensee's use of the Amenities, Licensor has advised Licensee to obtain insurance for their own protection. Use of the Amenities is at the Licensee's risk, and Licensor assumes no responsibility or risk of loss for loss or damage to Licensee's property or bodily injury or harm to Licensee.
10. To the fullest extent permitted by law, Licensee shall indemnify, defend, and hold harmless the Owner, the Managing agent, the Licensor, and their agents and employees from and against all claims, damages losses and expenses, including attorney's fees, arising out of or resulting from use of the Amenities, attributed to bodily injury, sickness, disease or death or to injury to or destruction of tangible property including the loss of use resulting therefrom, or which is caused in whole or in part by any negligent act or omission of the Licensee and/or their guest(s) or anyone else.
11. Licensee assumes the liability for the use of the Amenities. Licensee expressly waives and releases Landlord

from all claims against Landlord and agrees to hold Landlord harmless for any loss resulting from the use of the roof deck and/or gym, regardless of the cause. Landlord shall not be liable for any injury or damage to persons or property, or damages caused by other Licensees or persons in the Building, arising from the use of the Amenities.

- 12.** Licensee covenants and agrees, at its sole cost and expense, to the fullest extent permitted by law, to indemnify, defend and hold Landlord, its partners, directors, officers, members, managers, employees, servants, representatives and agents harmless against any and all claims or loss (including attorney's fees, witnesses' fees and all courts costs), damages, expense and liability (including statutory liability) by or on behalf of any person, firm or corporation, resulting from, arising out of or in connection with the use of the Amenities, including, without limitation: (a) the conduct or management the premises by Licensee (or any person holding or claiming through or under Licensee) or anyone else; (b) the condition of the premises, or any use, nonuse, possession, management or maintenance of the premises; (c) any breach or default on the part of Licensee in the performance of any of Licensee's covenants or obligations under this Agreement; (d) any act, negligence or default or error or omission or breach of contract by or of Licensee, or any of its agents, servants, employees, contractors, invitees or licensees or of any person holding or claiming through or under Licensee; and (e) any accident, injury or damage whatsoever caused to any person, firm or corporation occurring as the result of any work or thing whatsoever done by Licensee (or person holding or claiming through or under Licensee) in or about the premises. Further, Licensee agrees to indemnify and hold Landlord harmless against and from all costs, counsel fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon, and in case any action or proceeding shall be brought against Landlord by reason of any such claim, Licensee, upon notice from Landlord, agrees to resist and defend such action at Licensee's sole cost and expense.
- 13.** The foregoing indemnity shall include claims or losses or damages arising out of any negligent or wrongful act, error or omission, in connection with the use of the Amenities by the Licensee, and shall also include injury or death of any guest of the Licensee. Licensee's liability under this indemnification is not limited to the limits of insurance.
- 14.** Licensee shall be responsible for the loss or damage to TV remote controls, Billiards equipment, Barbecue equipment, or any other equipment provided to Licensee for Licensee's use of the Amenities, and shall comply with all rules, regulations and directives that may be posted from time to time relating thereto.

DocuSigned by:

7/21/2023

Roman Sergeev

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Roman Sergeev (Tenant)

Date

387 Manhattan Ave

State of New York
Division of Housing and Community Renewal
 Office of Rent Administration
 Web Site: www.nysdhcr.gov

NOTICE TO TENANT
DISCLOSURE OF BEDBUG INFESTATION HISTORY

Pursuant to the NYC Housing Maintenance Code, an owner/managing agent of residential rental property shall furnish to each tenant signing a vacancy lease a notice that sets forth the property's bedbug infestation history.

Name of tenant(s): **Roman Sergeev**

Subject Premises: **387 Manhattan Ave #2C, Brooklyn, NY 11211**

Apt.#: **2C**

Date of vacancy lease: **August 7, 2023**

BEDBUG INFESTATION HISTORY
 (Only boxes checked apply)

- ☒ There is no history of any bedbug infestation within the past year in the building or in any apartment.
- ☐ During the past year the building had a bedbug infestation history that has been the subject of eradication measures. The location of the infestation was on the _____ floor(s).
- ☐ During the past year the building had a bedbug infestation history on the _____ floor(s) and it has not been the subject of eradication measures.
- ☐ During the past year the apartment had a bedbug infestation history and eradication measures were employed.
- ☐ During the past year the apartment had a bedbug infestation history and eradication measures were not employed.
- ☐ Other:

387 Manhattan Ave

DocuSigned by:

Roman Sergeev

7/21/2023

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Roman Sergeev (Tenant)

Date

(Landlord)

Date



DS
 Initials: *RS*

387 Manhattan Ave

FIRE SAFETY PLAN PART I - BUILDING INFORMATION SECTION

BUILDING: 387 Manhattan Ave

ADDRESS: 387 Manhattan Ave, Brooklyn, NY 11211

BUILDING OWNER/REPRESENTATIVE:

Name: _____

Address: _____

Telephone: _____

BUILDING INFORMATION:

Year of Construction: _____

Type of Construction: ☐ Combustible ☐ Non-Combustible

Number of Floors: _____

Sprinkler System: ☐ Yes ☐ No

Description: _____

Fire Alarm: ☐ Yes ☐ No

Manual Pull Stations: _____

Public Address System: ☐ Yes ☐ No

Location of Speakers: _____

Means of Egress: _____

Other Information:

Date Prepared: _____

FIRE SAFETY PLAN

PART II - FIRE EMERGENCY INFORMATION

BUILDING: **387 Manhattan Ave**

ADDRESS: **387 Manhattan Ave #2C, Brooklyn, NY 11211**

THIS FIRE SAFETY PLAN IS INTENDED TO HELP YOU AND THE MEMBERS OF YOUR HOUSEHOLD PROTECT YOURSELVES IN THE EVENT OF FIRE. THIS FIRE SAFETY PLAN CONTAINS:

- Basic fire prevention and fire preparedness measures that will reduce the risk of fire and maximize your safety in the event of a fire.
- Basic information about your building, including the type of construction, the different ways of exiting the building, and the types of fire safety systems it may have.
- Emergency fire safety and evacuation instructions in the event of fire in your building.

PLEASE TAKE THE TIME TO READ THIS FIRE SAFETY PLAN AND TO DISCUSS IT WITH THE MEMBERS OF YOUR HOUSEHOLD. FIRE PREVENTION, PREPAREDNESS, AND AWARENESS CAN SAVE YOUR LIFE!

IN THE EVENT OF A FIRE,

CALL 911

OR THE FIRE DEPARTMENT DISPATCHER, AT

Manhattan	(212) 999-2222
Bronx	(718) 999-3333
Brooklyn	(718) 999-4444
Queens	(718) 999-5555
Staten Island	(718) 999-6666

OR TRANSMIT AN ALARM FROM THE NEAREST FIRE ALARM BOX

BASIC FIRE PREVENTION AND FIRE PREPAREDNESS MEASURES

These are fire safety tips that everybody should follow:

1. Every apartment should be equipped with at least one smoke detector. Check them periodically to make sure they work. Most smoke detectors can be tested by pressing the test button. Replace the batteries in the spring and fall when you move your clocks forward or back an hour, and whenever a smoke detector chirps to signal that its battery is low. The smoke detector should be replaced on a regular basis in accordance with the manufacturer's recommendation, but at least once every ten years.
2. Carelessly handled or discarded cigarettes are the leading cause of fire deaths. Never smoke in bed or when you are drowsy, and be especially careful when smoking on a sofa. Be sure that you completely extinguish every cigarette in an ashtray that is deep and won't tip over. Never leave a lit or smoldering cigarette on furniture.
3. Matches and lighters can be deadly in the hands of children. Store them out of reach of children and teach them about the danger of fire.
4. Do not leave cooking unattended. Keep stove tops clean and free of items that can catch on fire. Before you go to bed, check your kitchen to ensure that your oven is off and any coffee pot or teapot is unplugged.
5. Never overload electrical outlets. Replace any electrical cord that is cracked or frayed. Never run extension cords under rugs. Use only power strips with circuit-breakers.
6. Keep all doorways and windows leading to fire escapes free of obstructions, and report to the owner any obstructions or accumulations of rubbish in the hallways, stairwells, fire escapes or other means of egress.
7. Install window gates only if it is absolutely necessary for security reasons. Install only approved window

gates. Do not install window gates with key locks. A delay in finding or using the key could cost lives. Maintain the window gate's opening device so it operates smoothly. Familiarize yourself and the members of your household with the operation of the window gate.

8. Familiarize yourself and members of your household with the location of all stairwells, fire escapes and other means of egress.
9. With the members of your household, prepare an emergency escape route to use in the event of a fire in the building. Choose a meeting place a safe distance from your building where you should all meet in case you get separated during a fire.
10. Exercise care in the use and placement of fresh cut decorative greens, such as Christmas trees and holiday wreaths. If possible, keep them planted or in water. Do not place them in public hallways or where they might block egress from your apartment if they catch on fire. Keep them away from any flame, including fireplaces. Do not keep for extended period of time; as they dry, decorative greens become easily combustible.

BUILDING INFORMATION

Building Construction

In a fire emergency, the decision to leave or to stay in your apartment will depend in part on the type of building you are in.

Residential buildings built before 1968 are generally classified either as "fireproof" or "non-fireproof." Residential buildings built in or after 1968 are generally classified either as "combustible" or "non-combustible". The type of building construction generally depends on the size and height of the building.

A "non-combustible" or "fireproof" building is a building whose structural components (the supporting elements of the building, such as steel or reinforced concrete beams and floors) are constructed of materials that do not burn or are resistant to fire and therefore will not contribute to the spread of the fire. In such buildings, fires are more likely to be contained in the apartment or space in which they start and less likely to spread inside the building walls to other apartments and floors. **THIS DOES NOT MEAN THAT THE BUILDING IS IMMUNE TO FIRE.** While the structural components of the building may not catch fire, all of the contents of the building (including furniture, carpeting, wood floors, decorations and personal belongings) may catch on fire and generate flame, heat and large amounts of smoke, which can travel throughout the building, especially if apartment or stairwell doors are left open.

A "combustible" or "non-fireproof" building has structural components (such as wood) that will burn if exposed to fire and can contribute to the spread of the fire. In such buildings, the fire can spread inside the building walls to other apartments and floors, in addition to the flame, heat and smoke that can be generated by the burning of the contents of the building.

Be sure to check Part I (Building Information Section) of this fire safety plan to see what type of building you are in.

Means of Egress

All residential buildings have at least one means of egress (way of exiting the building), and most have at least two. There are several different types of egress:

Interior Stairs: All buildings have stairs leading to the street level. These stairs may be enclosed or unenclosed. Unenclosed stairwells (stairs that are not separated from the hallways by walls and doors) do not prevent the spread of flame, heat and smoke. Since flame, heat and smoke generally rise, unenclosed stairwells may not ensure safe egress in the event of a fire on a lower floor. Enclosed stairs are more likely to permit safe egress from the building, if the doors are kept closed. It is important to get familiar with the means of egress available in your building.

Exterior Stairs: Some buildings provide access to the apartments by means of stairs and corridors that are outdoors. The fact that they are outdoors and do not trap heat and smoke enhances their safety in the event of a fire, provided that they are not obstructed.

Fire Tower Stairs: These are generally enclosed stairwells in a "tower" separated from the building by air shafts open to the outside. The open air shafts allow heat and smoke to escape from the building.

Fire Escapes: Many older buildings are equipped with a fire escape on the outside of the building, which is accessed through a window or balcony. Fire escapes are considered a "secondary" or alternative means of egress, and are to be used if the primary means of egress (stairwells) cannot be safely used to exit the building because they are obstructed by flame, heat or smoke.

Exits: Most buildings have more than one exit. In addition to the main entrance to the building, there may be separate side exits, rear exits, basement exits, roof exits and exits to the street from stairwells. Some of these exits may have alarms. Not all of these exits may lead to the street. Roof exits may or may not allow access to adjoining buildings.

Be sure to review Part I (Building Information Section) of this fire safety plan and familiarize yourself with the different means of egress from your building.

Fire Sprinkler Systems

A fire sprinkler system is a system of pipes and sprinkler heads that when triggered by the heat of a fire automatically discharges water that extinguishes the fire. The sprinkler system will continue to discharge water until it is turned off. When a sprinkler system activates, an alarm is sounded.

Sprinkler systems are very effective at preventing fire from spreading beyond the room in which it starts. However, the fire may still generate smoke, which can travel throughout the building.

Residential buildings are generally not required to have fire sprinkler systems. Some residential buildings are equipped with sprinkler systems, but only in compactor chutes and rooms or boiler rooms. All apartment buildings constructed or substantially renovated after March 1999 will be required by law to be equipped with fire sprinkler systems throughout the building.

Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with fire sprinkler systems.

Interior Fire Alarm Systems

Although generally not required, some residential buildings are equipped with interior fire alarm systems that are designed to warn building occupants of a fire in the building. Interior fire alarm systems generally consist of a panel located in a lobby or basement, with manual pull stations located near the main entrance and by each stairwell door. Interior fire alarm systems are usually manually-activated (must be pulled by hand) and do not automatically transmit a signal to the Fire Department, so a telephone call must still be made to 911 or the Fire Department dispatcher. Do not assume that the Fire Department has been notified because you hear a fire alarm or smoke detector sounding in the building.

Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with an interior fire alarm system and whether the alarm is transmitted to the Fire Department, and familiarize yourself with the location of the manual pull stations and how to activate them in the event of a fire.

Public Address Systems

Although generally not required, some residential buildings are equipped with public address systems that enable voice communications from a central location, usually in the building lobby. Public address systems are different from building intercoms, and usually consist of loudspeakers in building hallways and/or stairwells.

Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with a public address system.

EMERGENCY FIRE SAFETY AND EVACUATION INSTRUCTIONS

IN THE EVENT OF A FIRE, FOLLOW THE DIRECTIONS OF FIRE DEPARTMENT PERSONNEL. HOWEVER, THERE MAY BE EMERGENCY SITUATIONS IN WHICH YOU MAY BE REQUIRED TO DECIDE ON A COURSE OF ACTION TO PROTECT YOURSELF AND THE OTHER MEMBERS OF YOUR HOUSEHOLD.

THIS FIRE SAFETY PLAN IS INTENDED TO ASSIST YOU IN SELECTING THE SAFEST COURSE OF ACTION IN SUCH AN EMERGENCY. PLEASE NOTE THAT NO FIRE SAFETY PLAN CAN ACCOUNT FOR ALL OF THE POSSIBLE FACTORS AND CHANGING CONDITIONS; YOU WILL HAVE TO DECIDE FOR YOURSELF WHAT IS THE SAFEST COURSE OF ACTION UNDER THE CIRCUMSTANCES.

General Emergency Fire Safety Instructions

1. Stay calm. Do not panic. Notify the Fire Department as soon as possible. Firefighters will be on the scene of a fire within minutes of receiving an alarm.
2. Because flame, heat and smoke rise, generally a fire on a floor below your apartment presents a greater risk to your safety than a fire on a floor above your apartment.
3. Do not overestimate your ability to put out a fire. Most fires cannot be easily or safely extinguished. Do not attempt to put the fire out once it begins to quickly spread. If you attempt to put a fire out, make sure you have a clear path of retreat from the room.
4. If you decide to exit the building during a fire, close all doors as you exit to confine the fire never use the elevator. It could stop between floors or take you to where the fire is.
5. Heat, smoke and gases emitted by burning materials can quickly choke you. If you are caught in a heavy smoke condition, get down on the floor and crawl. Take short breaths, breathing through your nose.
6. If your clothes catch fire, don't run. Stop where you are, drop to the ground, cover your face with your hands to protect your face and lungs and roll over to smother the flames.

Evacuation Instructions If The Fire Is In Your Apartment**(All Types of Building Construction)**

1. Close the door to the room where the fire is, and leave the apartment.
2. Make sure **EVERYONE** leaves the apartment with you.
3. Take your keys.
4. Close, but do not lock, the apartment door.
5. Alert people on your floor by knocking on their doors on your way to the exit.
6. Use the nearest stairwell to exit the building.
7. **DO NOT USE THE ELEVATOR.**
8. Call 911 once you reach a safe location. Do not assume the fire has been reported unless firefighters are on the scene.
9. Meet the members of your household at a predetermined location outside the building. Notify responding firefighters if anyone is unaccounted for.

Evacuation Instructions if The Fire Is Not In Your Apartment**"NON-COMBUSTIBLE" OR "FIREPROOF" BUILDINGS:**

1. Stay inside your apartment and listen for instructions from firefighters unless conditions become dangerous.
2. If you must exit your apartment, first feel the apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.
3. If you can safely exit your apartment, follow the instructions above for a fire in your apartment.
4. If you cannot safely exit your apartment or building, call 911 and tell them your address, floor, apartment number and the number of people in your apartment.
5. Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.
6. Open windows a few inches at top and bottom unless flames and smoke are coming from below. Do not break any windows.
7. If conditions in the apartment appear life-threatening, open a window and wave a towel or sheet to attract the attention of firefighters.
8. If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to a balcony or terrace away from the source of the smoke, heat or fire.

"COMBUSTIBLE" OR "NON-FIREPROOF" BUILDINGS:

1. Feel your apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.
2. Exit your apartment and building if you can safely do so, following the instructions above for a fire in your apartment.
3. If the hallway or stairwell is not safe because of smoke, heat or fire and you have access to a fire escape, use it to exit the building. Proceed cautiously on the fire escape and always carry or hold onto small children.
4. If you cannot use the stairs or fire escape, call 911 and tell them your address, floor, apartment number and the number of people in your apartment.
 - A. Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.
 - B. Open windows a few inches at top and bottom unless flames and smoke are coming from below. Do not break any windows.
 - C. If conditions in the apartment appear life-threatening, open a window and wave a towel or sheet to attract the attention of firefighters.
 - D. If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to a balcony or terrace away from the source of the smoke, heat or fire.

LEASE/COMMENCEMENT OF OCCUPANCY NOTICE FOR INDOOR ALLERGEN HAZARDS

1. The owner of this building is required, under New York City Administrative Code section 27- 2017.1 et seq., to make an annual inspection for indoor allergen hazards (such as mold, mice, rats, and cockroaches) in your apartment and the common areas of the building. The owner must also inspect if you inform him or her that there is a condition in your apartment that is likely to cause an indoor allergen hazard, or you request an inspection, or the Department has issued a violation requiring correction of an indoor allergen hazard for your apartment. If there is an indoor allergen hazard in your apartment, the owner is required to fix it, using the safe work practices that are provided in the law. The owner must also provide new tenants with a pamphlet containing information about indoor allergen hazards.
2. The owner of this building is also required, prior to your occupancy as a new tenant, to fix all visible mold and pest infestations in the apartment, as well as any underlying defects, like leaks, using the safe work practices provided in the law. If the owner provides carpeting or furniture, he or she must thoroughly clean and vacuum it prior to occupancy. This notice must be signed by the owner or his or her representative, and state that he or she has complied with these requirements.

I, **387 Manhattan Ave** (owner or representative name in print), certify that I have complied with the requirements of the New York City Administrative Code section 27- 2017.5 by removing all visible mold and pest infestations and any underlying defects, and where applicable, cleaning and vacuuming any carpeting and furniture that I have provided to the tenant. I have performed the required work using the safe work practices provided in the law.

387 Manhattan Ave

(Landlord)

Date

RIDER FOR 100% SMOKE FREE COMMUNITY

Additional clause attached to and forming a part of the certain Lease dated, **July 20, 2023** between **387 Manhattan Ave**, ("Landlord") and **Roman Sergeev** ("Tenant") as Tenant(s) Apartment **2C** ("Apartment") in the premises located at **387 Manhattan Ave, Brooklyn, NY 11211** ("Building")

- 1 Definition of Smoking – The term smoking means inhaling, exhaling, breathing or carrying any lighted cigar, cigarette or other legal and or illegal tobacco products or similar lighted product in any manner or in any form;
- 2 Smoking – Due to the increased risk of fire and the know adverse health effects of secondhand smoke, smoking is prohibited in any area of the property, both private and common, whether enclosed or outdoor. This policy applies to all owners, tenants, guests, employees and service persons;
- 3 Smoke Free Community – Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's current and future household have been designated as a smoke free living environment. Tenant and members of the Tenant's household shall not smoke anywhere in the Apartment including but not limited to bathrooms, kitchens, rented by Tenant or the Building where the Tenant's Apartment is located or in any of the common areas or adjoining grounds of such Building or other parts of the rental community, nor shall Tenant permit any invitees, workers, guests or visitors under the control of Tenant to do so;
- 4 Tenant to Promote No Smoking Policy and to alert Landlord of Violation – Tenant acknowledges that i) the Building is 100% Smoke Free and ii) all rental advertisements for the building contained the 100% Smoke Free Policy and iii) the 100% Smoke Free Policy will be strictly enforced. Additionally, Tenant shall inform Tenant's invitees, workers, guests or visitors of the 100% Smoke Free Policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Tenant's Apartment from sources outside of the Tenant's Apartment;
- 5 Landlord Not a Guarantor of Smoke Free Environment – While the Landlord has imposed and will attempt to enforce the 100% no smoking clause throughout the Building the Landlord is not a guarantor of the no smoking policy throughout the Building. The Landlord will at all times use its best efforts to enforce this policy including but not limited to commencing any legal action against the violating party. But nothing in this policy or the Landlord's willingness to enforce this policy will act as, be found to be or be read as a guarantee by the Landlord that this policy will be abided by all Tenants and their invitees, workers, guests or visitors at all times. The Landlord is not guaranteeing that Tenants might not attempt to circumvent, ignore and/or violate this policy. The Landlord cannot be held liable in the event a Tenant violates this Policy. No Tenant will look to or hold the Landlord liable in the event this Policy is violated by another Tenant. The Landlord will use its best efforts to enforce this Policy but at no time is the Landlord a guarantor of the 100% compliance with this Policy by all Tenants.

It is the responsibility of the Tenant to inform his/her guests of the No Smoking provision of this Lease and prohibits smoking of any kind by his/her household members or guests while on the premises. Smoking by the Tenant, members of his/her household, or his/her guests in any area of the leased premises is a violation of this Lease. A breach of this provision shall be considered a material breach of the Lease and grounds for termination of the Lease by the Landlord.

387 Manhattan Ave

DocuSigned by:

Roman Sergeev

7/21/2023

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Roman Sergeev (Tenant)

Date

(Landlord)

Date



DS
RS
Initials:

387 Manhattan Ave

RIDER

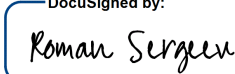
(SMOKE AND CARBON MONOXIDE DETECTOR)

This will confirm that:

- I/we have received a smoke & carbon monoxide detector(s) installed by the Owner in the apartment referenced below.
- The Smoke & Carbon Monoxide Detector(s) was/were in working condition when provided.
- I/we shall, hereafter, be responsible for the maintenance and repair of the Smoke & Carbon Monoxide Detector(s), including, but not limited to, the replacement of batteries when needed.

387 Manhattan Ave

DocuSigned by:


2D546DE7E6FF45B

7/21/2023

Roman Sergeev (Tenant)

Date

(Landlord)

Date



DS
RS
Initials:

387 Manhattan Ave

THE REAL ESTATE BOARD OF NEW YORK, INC. SPRINKLER DISCLOSURE LEASE RIDER

Pursuant to the New York State Real Property Law, Article 7, Section 231-a, effective December 3, 2014 all residential leases must contain a conspicuous notice as to the existence or non-existence of a Sprinkler System in the Leased Premises.

Name of tenant(s): Roman Sergeev
 Lease Premises Address: 387 Manhattan Ave, Brooklyn, NY 11211
 Apartment Number: 2C (the "Leased Premises")
 Date of Lease: August 7, 2023

CHECK ONE:

1. ☐ There is **NO** Maintained and Operative Sprinkler System in the Leased Premises.
 2. ☒ There is a Maintained and Operative Sprinkler System in the Leased Premises.

A. The last date on which the Sprinkler System was maintained and inspected was on _____.

A "Sprinkler System" is a system of piping and appurtenances designed and installed in accordance with generally accepted standards so that heat from a fire will automatically cause water to be discharged over the fire area to extinguish it or prevent its further spread (Executive Law of New York, Article 6-C, Section 155-a(5)).

Acknowledgment & Signatures:

I, the Tenant, have read the disclosure set forth above. I understand that this notice, as to the existence or non-existence of a Sprinkler System is being provided to me to help me make an informed decision about the Leased Premises in accordance with New York State Real Property Law Article 7, Section 231-a.

DocuSigned by:

Roman Sergeev
 2D546DE7E6FE45B

7/21/2023

Roman Sergeev (Tenant)

Date

387 Manhattan Ave

 (Landlord)

 Date

ANNUAL NOTICE REGARDING INSTALLATION OF STOVE KNOB COVERS

The owner of this building is required, by Administrative Code §27-2046.4(a), to provide stove knob covers for each knob located on the front of each gas-powered stove to tenants in each dwelling unit in which a child under six years of age resides, unless there is no available stove knob cover that is compatible with the knobs on the stove. Tenants may refuse stove knob covers by marking the appropriate box on this form. Tenants may also request stove knob covers even if they do not have a child under age six residing with them, by marking the appropriate box on this form. The owner must make the stove knob covers available within 30 days of this notice. Please also note that an owner is only required to provide replacement stove knob covers twice within any one-year period. You may request or refuse stove knob covers by checking the appropriate box on the form below, and by returning it to the owner at the address provided. If you do not refuse stove knob covers in writing, the owner will attempt to make them available to you.

PLEASE COMPLETE THIS FORM BY CHECKING THE APPROPRIATE BOX, FILLING OUT THE INFORMATION REQUESTED, AND SIGNING.

Please return the form to the owner at the address provided by August 7, 2023:

- ☐ **YES**, I want stove knob covers or replacement stove knob covers for my stove, and I have a child under age six residing in my apartment.
- ☐ **YES**, I want stove knob covers or replacement stove knob covers for my stove, even though I do not have a child under age six residing in my apartment.
- ☐ **NO, I DO NOT** want stove knob covers for my stove, even though I have a child under age six residing in my apartment.
- ☒ **NO, I DO NOT** want stove knob covers for my stove. There is no child under age six residing in my apartment.

DocuSigned by:

Roman Sergeev

7/21/2023

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Roman Sergeev (Tenant)

Date

Print Name, Address, and Apartment Number:

Roman Sergeev

387 Manhattan Ave #2C, Brooklyn, NY 11211

Return this form to (Owner address):

387 Manhattan Ave, Brooklyn, NY 11249



DS
RS
Initials:

387 Manhattan Ave

RESIDENTIAL CURRENT OCCUPANT INFORMATION

PROPERTY 387 Manhattan Ave	UNIT 387 Manhattan Ave #2C, Brooklyn, NY 11211
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Tenant Information:

TENANT Roman Sergeev	DATE OF BIRTH 1/8/1989	SSN 735-96-****
HOME PHONE	WORK PHONE	CELL PHONE (650) 625-7204
EMAIL ADDRESS cupper.jj@gmail.com		
EMERGENCY CONTACT		PHONE
EMPLOYER NAME Lucera		PHONE (212) 916-1005

Lease Information:

Monthly Rent:	\$4,200.00
Security Deposit:	\$4,200.00
Lease Starts:	August 7, 2023
Lease Ends:	August 6, 2024

Vehicle Information:

SPACE	MAKE/MODEL	PLATE STATE/NUMBER
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Additional Occupants:

NAME	DATE OF BIRTH	RELATIONSHIP
NAME	DATE OF BIRTH	RELATIONSHIP
NAME	DATE OF BIRTH	RELATIONSHIP
NAME	DATE OF BIRTH	RELATIONSHIP

387 Manhattan Ave

TERRACE/BALCONY RIDER

RIDER TO AND FORMING PART OF LEASE DATED **AUGUST 7, 2023** BETWEEN **387 MANHATTAN AVE** AS LANDLORD, AND **ROMAN SERGEEV** AS TENANT(S), FOR APT. **2C** AT **387 MANHATTAN AVE BROOKLYN, NY 11211**.

Tenant(s) shall have and enjoy the exclusive use of the Terrace/Balcony appurtenant to the subject apartment subject to the applicable provisions of this Lease and to the use of the Terrace/Balcony to the extent herein and therein permitted. The Tenant's use thereof shall be subject to such regulations as may, from time to time, be prescribed by the Landlord. Tenant(s) shall keep the Terrace/Balcony accessible from his/her (their) apartment, free from snow, ice, leaves, rubbish and other debris and shall maintain all screens and drain boxes in good condition. Tenant(s) shall be responsible for any water damage caused to the Apartment or any other apartment or to the building, resulting from clogged drains or from any other use of the Terrace/Balcony. No planting, fences, structures or lattices shall be erected or installed on the Terrace/Balcony without prior written approval of the Landlord, which approval shall be in the sole discretion of the Landlord. Any plantings or structures erected by Tenant(s) may be removed and restored by Landlord at the expense of Tenant(s) for the purpose of repairs, upkeep or maintenance of the Building. Tenant(s) shall immediately report any unusual water accumulation to the Landlord. Any outdoor furniture shall be of sufficient weight and/or properly anchored that wind or other weather conditions cannot move it. Cooking including but -not limited to barbecuing of any kind on the Terrace/Balcony is not permitted. Tenant(s) may not~ store any combustible materials on the Terrace/Balcony. **Tenant(s) may not~ store any bicycles, strollers, grocery carts, clothing, boxes, toys, garbage, cleaning products or furniture on the Terrace/Balcony.** The failure of Tenant(s) to comply with the requirements of this Rider shall constitute a substantial violation of the Lease.

Understood and Agreed to by:

387 Manhattan Ave

DocuSigned by:

Roman Sergeev

7/21/2023

2D546DE7E6EE45B

Roman Sergeev (Tenant)

Date

(Landlord)

Date

NOTE: All persons named as a Tenant in the Lease must sign this Lease Rider.



DS
Initials: *RS*

387 Manhattan Ave

APPENDIX A



WINDOW GUARDS REQUIRED

LEASE NOTICE TO TENANT

THE CITY OF NEW YORK
DEPARTMENT OF HEALTH
AND MENTAL HYGIENE

You are required by law to have window guards in all windows if a child 10 years of age or younger lives in your apartment.

Your Landlord is required by law to install window guards in your apartment:

- If a child 10 years or younger lives in your apartment.
- OR If you ask him/her to install window guards at any time (you need not give a reason).

It is a violation of law to refuse, interfere with installation, or remove window guards where required.

CHECK WHICHEVER APPLY:

- ☐ CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT
- ☐ NO CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT
- ☐ I WANT WINDOW GUARDS EVEN THOUGH I HAVE NO CHILDREN 10 YEARS OF AGE OR YOUNGER

Apartment Address: 387 Manhattan Ave #2C, Brooklyn, NY 11211

DocuSigned by:

Roman Sergeev

7/21/2023

2D546DE7E6EE45B...

Roman Sergeev (Tenant)

Date

RETURN THIS FORM TO:

387 Manhattan Ave
 387 Manhattan Ave
 Brooklyn, NY 11249

FOR FURTHER INFORMATION CALL:
Window Falls Prevention Program (212) 676-2162

What Tenants Should Know About Indoor Allergens (Local Law 55 of 2018)

Allergens are things in the environment that make indoor air quality worse. They can cause asthma attacks or make asthma symptoms worse. Common indoor allergens, or triggers, include cockroaches and mice; mold and mildew; and chemicals with strong smells, like some cleaning products. Environmental and structural conditions, like leaks and cracks in walls often found in poorly maintained housing, lead to higher levels of allergens.

New York City law requires that landlords take steps to keep their tenants' homes free of pests and mold. This includes safely fixing the conditions that cause these problems. Tenants also play a role in preventing indoor allergens.

TENANTS SHOULD:



Keep homes clean and dry



Avoid using pesticides and chemicals with strong smells (e.g., cleaning products, air fresheners, etc.)



Place food in sealed containers, keep counters and sinks clean, and get rid of clutter such as newspapers and paper bags



Tell landlords right away if there are pests, water leaks, or holes or cracks in the walls and floors



Use garbage cans with tight-fitting lids



Let building staff into homes to make any needed repairs



Take garbage and recycling out every day, and tie up garbage bags before putting them in compactor chutes



Call **311** if landlords do not fix the problem or if repair work is being done unsafely

If you are a tenant and you or your child has asthma, and there are pests or mold in your home, your doctor can request a free home environmental inspection for you through the New York City Health Department's Online Registry. Talk to your doctor or call **311 to learn more.**

For more information about building owner and landlord responsibilities and safely fixing indoor allergen hazards, see the reverse side of this fact sheet.

For more information about safely controlling asthma, visit nyc.gov/health/asthma.

What Landlords Must Do to Keep Homes Free of Pests and Mold

New York City law requires that landlords of buildings with three or more apartments — or buildings of any size where a tenant has asthma — take steps to keep their tenants' homes free of pests and mold. This includes safely fixing the conditions that cause these problems.

LANDLORDS MUST:



Inspect every apartment and the building's common areas for cockroach and rodent infestations, mold and the conditions that lead to these hazards, at least once a year and more often if necessary. Landlords must also respond to tenant complaints or requests for an inspection.



Use integrated pest management (IPM) practices to safely control pests and fix building-related issues that lead to pest problems.

- Remove pest nests and thoroughly clean pest waste and other debris using a HEPA vacuum. Make sure to limit the spread of dust when cleaning.
- Repair and seal any holes, gaps or cracks in walls, ceilings, floors, molding, base boards, around pipes and conduits, and around and within cabinets.
- Attach door sweeps to all doors that lead to hallways, basements or outside.
- Remove all water sources for pests by repairing drains, faucets and other plumbing materials that collect water or leak.
- Use pesticides sparingly. If pesticides must be used to correct a violation, they must be applied by a New York State Department of Environmental Conservation-licensed pest professional.



Remove indoor mold and safely fix the problems that cause mold.

- Remove any standing water, and fix leaks or moisture conditions.
- Move or cover furniture with plastic sheeting.
- Limit the spread of dust. Use methods such as sealing off openings (e.g., doorways, ventilation ducts) and gently misting the moldy area with soap or detergent and water before cleaning.
- Clean moldy area with soap or detergent and water. Dry the cleaned area completely.
- Clean any visible dust from the work area with wet mops or HEPA vacuums.
- Throw away all cleaning-related waste in heavy-duty plastic bags and seal securely.
- To clean 10 or more square feet of mold in a building with 10 or more apartments, landlords **must** use a New York State Department of Labor-licensed mold assessor and remediator. These licensed workers must comply with New York City Administrative Code section 24-154 and New York State Labor Law Article 32.



Make sure vacant apartments are thoroughly **cleaned and free of pests and mold** before a new tenant moves in.



Provide a copy of this fact sheet and a notice with each tenant's lease that clearly states the landlord's and tenant's responsibilities to keep the building free of indoor allergens.

For more information about building owner and landlord responsibilities and safely fixing indoor allergen hazards, visit nyc.gov/hpd and search for **indoor allergen hazards**.