

August 1, 2023

Dear Abigail R. Harris and Jacob C. Wirshba:

We would like to thank you for your interest in leasing an apartment at **451 East 83rd Street**. At this time, your lease application has been processed. Please review the following lease terms:

Apartment: **451 E 83rd Street #17B, New York, NY 10028**
Rent: **\$3,600.00**
Term: **1 year**
Lease Dates: **August 13, 2023 to August 12, 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) Additional Clauses | 2) Amenities Agreement |
| 3) Bedbug Infestation History Disclosure | 4) Fire Safety Plan |
| 5) Gas Leak Notice | 6) Guaranty Rider |
| 7) Indoor Allergen Hazard Notice | 8) Indoor Allergen Tenant Pamphlet |
| 9) Lead Paint Booklet | 10) Lead Paint Disclosure |
| 11) Lead Paint Inquiry | 12) NYC DOH Lead Paint Pamphlet |
| 13) No Smoking Policy | 14) Pet Rider to Lease |
| 15) Prohibition of Short-Term Rental Rider | 16) Reasonable Accommodations Notice |
| 17) Rent Guidelines and Rent Increase Eligibility Rider | 18) Renter's Insurance |
| 19) Rider To Lease | 20) Smoke-carbon Rider |
| 21) Sprinkler Disclosure Lease Rider | 22) Stove Knob Covers |
| 23) Tenant Contact Worksheet | 24) W-8 / W-9 |
| 25) Welcome Letter | 26) Standard Form of Apartment Lease |
| 27) Window Guards - NY | |

- 28) Payment in the form of certified check, bank check or money order for the following: **\$3,600.00** representing the first month's rent payable to **BRE FSC MULTIFAMILY BORROWER LLC** and **\$3,600.00** representing the security deposit payable to **BRE FSC MULTIFAMILY BORROWER LLC**. payable to **BRE FSC MULTIFAMILY BORROWER LLC**.

Kindly execute and return each of the enclosed documents together with the referenced payments to the attention of Leasing Agent at 40 N 6th Street Brooklyn, NY 11249.

Sincerely,

451 East 83rd Street

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 **August 1, 2023**

between Owner(hereinafter referred to as "Owner" or "Lessor"), **BRE FSC MULTIFAMILY BORROWER LLC** whose address is **Array Rentals, 276 First Avenue Loop, and New York, NY 10009** and Tenant (hereinafter referred to "Tenant" or "Lessee"), **Abigail R. Harris and Jacob C. Wirshba** whose address is **451 E 83rd Street #17B, New York, NY 10028.**

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 **17B** (the "Apartment") in the building at **451 E 83rd Street, New York, NY 10028** (the "Building"), Borough of Manhattan, 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 13, 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 12, 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 **\$3,600.00** 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., **\$3,600.00**);

(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.

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

Witnesses**BY: BRE FSC MULTIFAMILY BORROWER LLC****Signed by Astrid Bradshaw**

Mon Aug 7 2023 09:53:13 AM EDT
Key: B0FC74F5; IP Address: 165.225.220.169

(Witness)

Date

(BRE FSC MULTIFAMILY BORROWER LLC)

Date

**Signed by Abigail R. Harris**

Tue Aug 1 2023 01:33:23 PM EDT
Key: 9A1ABF18; IP Address: 24.218.218.132

(Witness)

Date

Abigail R. Harris (Tenant)

Date

**Signed by Jacob C. Wirshba**

Thu Aug 3 2023 09:37:50 PM EDT
Key: 6A4F50BD; IP Address: 173.68.184.2

(Witness)

Date

Jacob C. Wirshba (Tenant)

Date

GUARANTY

[FOR USE WHEN TENANT (A) IS A CORPORATION OR LIMITED LIABILITY COMPANY AND A PERSONAL GUARANTY WILL BE REQUIRED BY THE OWNER, OR (B) OWNER REQUIRES A GUARANTOR OF TENANT'S LEASE OBLIGATIONS]

The undersigned Guarantor [or Guarantors (hereinafter collectively referred to as "Guarantor")] guarantees to Owner the strict payment performance of and observance by Tenant of all the agreements, provisions and rules in the attached Lease. Guarantor agrees to waive all notices when Tenant is not paying Rent and/or Additional Rent or not observing and complying with all of the provisions of the attached Lease. Guarantor agrees to be equally liable with Tenant so that Owner may sue Guarantor directly without first suing Tenant. The Guarantor further agrees that this guaranty shall remain in full effect even if the Lease is renewed, assigned, changed or extended in any way and even if Owner has to make a claim against Guarantor. Owner and Guarantor agree to waive trial by jury in any such action, proceeding or counterclaim brought against the other on any matters concerning the attached Lease or the Guaranty. Guarantor will pay reasonable attorneys' fees, court costs and other expenses incurred by Owner in enforcing or attempting to enforce this Guaranty. This Guaranty shall be binding upon the Guarantor and shall inure to the benefit of the Owner, and their respective heirs, distributees, executors, administrators, successors and assigns. The Guarantors shall be jointly and severally liable under this Guaranty.

Guarantor further agrees that if Tenant becomes insolvent or shall be adjudicated a bankrupt or shall file for reorganization or similar relief or if such petition is filed by creditors of Tenant, under any present or future Federal or State law, Guarantor's obligations hereunder may nevertheless be enforced against the Guarantor. The termination of the Lease pursuant to the exercise of any rights of a trustee or receiver in any of the foregoing proceedings, shall not affect Guarantor's obligation hereunder or create in Guarantor any setoff against such obligation. Neither Guarantor's obligation under this Guaranty nor any remedy for enforcement thereof, shall be impaired, modified or limited in any manner whatsoever by any impairment, modification, waiver or discharge resulting from the operation of any present or future operation of any present or future provision under the National Bankruptcy Act or any other statute or decision of any court. Guarantor further agrees that its liability under this Guaranty shall be primary and that in any right of action which may accrue to Owner under the Lease, Owner may, at its option, proceed against Guarantor and Tenant, or may proceed against either Guarantor or Tenant without having commenced any action against or having obtained any judgment against Tenant or Guarantor.

Dated _____, New York City

(Witness)

Date

Joshua A. Wirshba (Guarantor)

Date

451 E 83rd Street #17B, New York, NY 10028.

Address

