

August 24, 2023

Dear Jerome Montano and Andrea Lozano-Chang:

We would like to thank you for your interest in leasing an apartment at **105-02 FOREST HILLS LLC**. At this time, your lease application has been processed. Please review the following lease terms:

Apartment: **817**
Rent: **\$4,200.00**
Term: **1 year, 8 months and 4 days**
Lease Dates: **August 28, 2023 to April 30, 2025**
Concession: One-Time Rental Concession of **\$4,200.00** to be given during **October, 2023**.
Concession: One-Time Rental Concession of **\$4,200.00** to be given during **November, 2023**.
Concession: One-Time Rental Concession of **\$4,200.00** to be given during **March, 2025**.

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 24**:

- | | |
|---|--|
| 1) Tenant Contact Worksheet | 2) Additional Clauses |
| 3) Amenities Agreement | 4) Bedbug Infestation History Disclosure |
| 5) Construction Rider | 6) Cover Letter |
| 7) Fire Safety Plan | 8) Indoor Allergen Hazard Notice |
| 9) Indoor Allergen Tenant Pamphlet | 10) Lead Paint Disclosure |
| 11) Lead Paint Inquiry | 12) Military Rider to Lease |
| 13) Move Out Guidelines | 14) NY Housing Discrimination Disclosure Form |
| 15) NYC Fire Department Notice | 16) New York State Disclosure Form for Landlord and Tenant |
| 17) Occupancy Rider | 18) Pet Rider |
| 19) Reasonable Accommodations Modification Notice | 20) Renters Insurance Notification |
| 21) Rider To Lease | 22) Smoke/Carbon Monoxide Detector |
| 23) Sprinkler Disclosure Lease Rider | 24) Temporary Rent Concession Rider |
| 25) UTILITY AND SERVICES ADDENDUM | 26) W-8 / W-9 |
| 27) Window Guards | 28) Proof of Renters Insurance |
- 29) Payment in the form of certified check, bank check, money order, direct electronic payment and bank wires for the following:
- **\$4,200.00** representing the first month's rent payable to **105-02 Forest Hills LLC**
 - **\$4,200.00** representing the security deposit payable to **105-02 Forest Hills LLC**
 - **\$1,000.00** representing the One-Time Pet Fee payable to **105-02 Forest Hills LLC**

Sincerely,

105-02 FOREST HILLS LLC

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 24, 2023**

between Owner(hereinafter referred to as "Owner" or "Lessor"), **105-02 Forest Hills LLC**

whose address is **440 Park Avenue South, 3rd Floor and New York, NY 10016**

and Tenant (hereinafter referred to "Tenant" or "Lessee"), **Jerome Montano and Andrea Lozano-Chang**

whose address is **69-65 Yellowstone Boulevard #817, Forest Hills, NY 11375.**

1. APARTMENT AND USE Owner agrees to lease to Tenant Apartment **817** (the "Apartment") in the building at **69-65 Yellowstone Boulevard, Forest Hills, NY 11375** (the "Building"), Borough of Queens, 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 28, 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 **April 30, 2025** (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 ~~one (1) year~~ ~~two (2) year~~ **[twenty (20) 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



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 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 payment of Rent and Additional Rent to be paid by Tenant pursuant to this Lease (any of the foregoing "Force Majeure")



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

BY: 105-02 FOREST HILLS LLC



Signed by Shari Forrest
Thu Aug 24 2023 04:43:19 PM EDT
Key: FBCD6466; IP Address: 72.69.38.21

(Owner/Agent) Date



Signed by Jerome Montano
Thu Aug 24 2023 03:33:24 PM EDT
Key: B29B2E25; IP Address: 96.246.213.239

Jerome Montano (Tenant) Date



8/24/2023
03:15 PM EDT

Andrea Lozano-Chang (Tenant) Date