

September 26, 2023

Dear Annette Cappellino and Kyle Berger:

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: **1006**
Rent: **\$4,325.00**
Term: **1 year, 8 months and 2 days**
Lease Dates: **September 29, 2023 to May 31, 2025**
Concession: One-Time Rental Concession of **\$4,325.00** to be given during **November, 2023**.
Concession: One-Time Rental Concession of **\$4,325.00** to be given during **December, 2023**.
Concession: One-Time Rental Concession of **\$4,325.00** to be given during **April, 2025**.
Concession: One-Time Rental Concession of **\$2,162.50** to be given during **January, 2024**.

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) Reasonable Accommodations Modification Notice |
| 19) Renters Insurance Notification | 20) Rider To Lease |
| 21) Smoke/Carbon Monoxide Detector | 22) Sprinkler Disclosure Lease Rider |
| 23) Temporary Rent Concession Rider | 24) UTILITY AND SERVICES ADDENDUM |
| 25) W-8 / W-9 | 26) Window Guards |
| 27) Proof of Renters Insurance | |
- 28) Payment in the form of certified check, bank check, money order, direct electronic payment and bank wires for the following:
- **\$4,325.00** representing the first month's rent payable to **105-02 Forest Hills LLC**
 - **\$4,325.00** representing the security deposit 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 September 26, 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"), Annette Cappellino and Kyle Berger whose address is 69-65 Yellowstone Boulevard #1006, Forest Hills, NY 11375.

1. APARTMENT AND USE Owner agrees to lease to Tenant Apartment 1006 (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 September 29, 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 May 31, 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 \$4,325.00 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., \$4,325.00);

(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



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
Wed Sep 27 2023 02:53:13 PM EDT
Key: FBCD6466; IP Address: 98.113.155.26

(Owner/Agent) Date



Signed by Annette Cappellino
Tue Sep 26 2023 03:48:43 PM EDT
Key: 52F4A5CA; IP Address: 136.226.53.25

Annette Cappellino (Tenant) Date



Signed by Kyle Berger
Tue Sep 26 2023 09:25:29 PM EDT
Key: B370BD8A; IP Address: 24.184.26.189

Kyle Berger (Tenant) Date