

'781 Metropolitan Ave JV LLC'

ATTACHED RIDER SETS FORTH RIGHTS AND OBLIGATIONS OF TENANTS AND LANDLORDS UNDER THE RENT STABILIZATION LAW. (LOS DERECHOS Y RESPONSABILIDADES DE INQUILINOS Y CASEROS ESTAN DISPONIBLE EN ESPANOL.)

Apartment Lease

PREAMBLE: This Lease contains the agreements between Tenant and Owner identified below concerning Tenant's rights and obligations and the rights and obligations of Owner. Tenant and Owner have other rights and obligations set forth in government laws and regulations. Tenant should read this Lease and all of its attached parts carefully. If Tenant has any questions or does not understand any words or statements in this Lease, Tenant should get clarification before signing this Lease. Once Tenant and Owner sign this Lease, Tenant and Owner will be presumed to have read it and understood it. This Lease will be considered to contain all agreements between Tenant and Owner. Any agreements made before or after this Lease was signed which are not written in this Lease will not be enforceable.

THIS LEASE is made on **September 27, 2023**, between

Owner: **781 Metropolitan Ave JV LLC**, whose address is
371 Humboldt Street, Brooklyn, NY 11211.

Tenant: **Carly Hill**
whose current address is
525 Union Avenue, Apt. 2C, Brooklyn, NY 11211

Premises Leased: Apartment **409** in the building located at **371 Humboldt Street**, (the "Building"), **Brooklyn, NY 11211** (the "Apartment").

Term: In compliance with the Rent Stabilization Code, we are offering Tenant the option to select a Lease for a term of one year or two years.

Please indicate below your Lease term preference:

☒ I wish a one-year lease.

☐ I wish a two-year lease.

The Lease will be for a term: **1 year** starting on **October 15, 2023**, and ending on **October 14 2024.**

Rent: Base Rent is payable at the rate of **\$3,949.90** per month (see attached riders concerning rent). Base Rent for the year is twelve times the amount payable monthly. Additional Rent is also payable in the amounts, and at the times stated elsewhere in this Lease.

Security: Tenant has given Owner cash Security Deposit in the amount of **\$3,949.90** which will be held in an account in **Bank Leumi USA, Rent Security Department- NY Real Estate 579 5th Avenue; 6th Floor New York, NY 10017.**

1. APARTMENT LEASED

Owner has rented to Tenant the Apartment set forth above. Except as otherwise specified in this Lease, no other goods, services, facilities or space are included in this Lease.

2. USE OF APARTMENT

The Apartment must be used only as a private residential apartment to live in and for no other reason. Only Tenant and, so long as Tenant is living in the Apartment, the spouse and children of Tenant and/or other persons as specifically permitted under the law (if any) may use the Apartment. Even if Tenant moves out, Tenant will still be responsible for the Apartment, this Lease and anyone Tenant, either directly or indirectly, permitted to use the Apartment. No home office use is permitted, and no auctions, sales, public gatherings, group tours or exhibitions are permitted. Any business meetings conducted by Tenant at the Building shall take place in the lounge in the Building and shall be subject to all provisions of this Lease relating to guests, visitors, meetings and conferences.

3. LENGTH OF LEASE

The Term of this Lease is as set forth above. If Tenant does not do everything Tenant agrees to do in this Lease, Owner may have the right to end it early.

4. RENT

Base Rent and Additional Rent and all money obligations under this Lease are considered "Rent." Tenant must pay Owner the Base Rent set forth above, in advance, on the first day of each month at Owner's office unless Owner informs Tenant by written notice of another address for payments. Payment is due and must be paid without notice, bill or invoice. If the Lease begins on the first day of the month, Tenant shall pay Base Rent for the first month of the Lease. If the Lease does not begin on the first day of the month, Tenant shall pay Base Rent for a full month of the Lease and any credit to which

Tenant is entitled will be received by Tenant in the first full month of the Lease.

All amounts which Tenant is required to pay under this Lease are Rent. These sums other than Base Rent are Additional Rent and must be paid when Owner gives notice of the amount due. If Tenant fails to pay any of these amounts when due, Owner will have the same rights as if Tenant had failed to pay Base Rent.

The Rent must be paid when due, without any deductions or offsets. In the event that any check is dishonored by the bank, for any reason, Tenant will pay, as Additional Rent, the greater of **\$20.00** and/or the actual fees, penalties and/or expenses incurred by Owner directly or indirectly caused by such returned check. In the event of a returned check, Owner may demand that the replacement be by certified check, bank check or money order.

In the event that the Rent is not received by the **6th** day of the month when due, Tenant shall pay to Owner as Additional Rent a Late Charge of **\$50.00** for each month, or fraction of each month, from its due date until paid, for the costs of defraying the expenses of handling delinquent payments.

If this Lease is for a Rent Stabilized apartment, the rent herein shall be adjusted up or down during the Lease term, including retroactively, to conform to the Rent Guidelines. Where Owner, upon application to the State Division of Housing and Community Renewal ("authorized agency") is found to be entitled to an increase in rent or other relief, You and Owner agree: a. to be bound by such determination; b. where the authorized agency has granted an increase in rent, You shall pay such increase in the manner set forth by the authorized agency; c. except that in the event that an order is issued increasing the stabilization rent because of Owner hardship, You may, within thirty (30) days of your receipt of a copy of the order, cancel your lease on sixty (60) days written notice to Owner. During said period, you may continue in occupancy at no increase in rent.

5. CHARGES WHICH ARE ADDITIONAL RENT

The following charges, together with any charges due by Tenant to Owner pursuant to the terms of the Lease, other than Base Rent, are collectible Additional Rent.

- A) Late Charges: In the event that the Rent is not received by the **6th** day of the month when due, Tenant shall pay to Owner as Additional Rent a Late Charge in the amount of **\$50.00** for the purpose of defraying the expenses incurred in handling delinquent payments.
- B) Returned Check: If Tenant sends to Owner a personal check (for Rent, Additional Rent, Security Deposit, etc.) and the check is returned for "insufficient funds" or for any other reason, Owner shall be entitled to collect the greater of **20.00** or the actual charge imposed by its bank as a returned check charge, as well as any applicable late fees or interest. The returned check charge is due with the redeeming payment. Should two (2) of Tenant's checks be returned for any reason, Owner will no longer be obligated to accept Tenant's personal check and all future payments will be remitted in the form of a money order, bank check, or certified check.
- C) Storage Charges: If Owner provides Tenant a storage area apart from the Apartment, Tenant agrees to pay a storage charge each month, due and payable with the Base Rent, pursuant to a separate storage agreement.
- D) Reimbursements: If Tenant is required to reimburse Owner under the provisions of Paragraph 19, such reimbursements will be due immediately upon demand by Owner.
- E) Unreturned Replacement Keys: Tenant acknowledges that he/she will receive the following keys and/or controlled access devices/passes/fobs when Tenant moves into the Apartment:

Building Door Fob(s): 2 (if the apartment is a three bedroom apartment the Tenant will receive 3 fobs for the building door);

Apartment Door Key(s): 2 (if the apartment is a three bedroom apartment the tenant will receive 3 keys for the apartment door);

Mail Box Key(s): 2

Tenant understands that the above set of keys and/or controlled access devices/passes/fobs, are the only set that will be provided during the term of the Lease, without charge.

Tenant understands that he/she is responsible for returning the above items to us upon move-out and Tenant will not make duplicate keys without consulting Owner.

In the event that Tenant does not return any of the keys, controlled access device/passes/fobs, or misplace same and request replacements, the following charges will apply per item:

\$50.00 - Building Door Fobs **\$25.00** - Apartment Door and Mail Box Keys

- F) Lockouts: In the event that Tenant is locked out of the Apartment and request that the Owner, its employees or agents, including, but not limited to, any member of the Building staff, unlock the Apartment, Owner shall be entitled to a Lockout Fee of \$25 per occurrence.

6. SECURITY DEPOSIT

On signing this Lease, Tenant has given to Owner the Security set forth on page one of this Lease, which Owner will deposit in the financial institution indicated or any other financial institution which Owner may designate. The bank account will earn interest. If Tenant carries out all agreements in this Lease, at the end of each calendar year, 1% of the amount of the deposit for administrative costs shall be paid to Owner and all other interest earned on the Security shall be paid to Tenant.

The Security Deposit shall apply to all of Tenant's use and occupancy of the Apartment and the Building, beginning with Tenant's "move in." If Tenant carries out all agreements in this Lease and moves out of the Apartment and returns it to Owner vacant 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 not caused by act or neglect of Tenant or any other occupant of the Apartment or any of their employees, guests or invitees, Owner will return to Tenant the full amount of the Security deposit and interest within 60 days after this Lease ends. If Tenant does not carry out all agreements in this Lease, Owner may keep all or part of the Security which has not yet been paid which is necessary to pay Owner for any losses incurred, including missed payments. Tenant is not entitled to direct Owner to use the Security for Rent.

If Tenant does not pay Rent on time, or otherwise defaults in the observance of any of the terms or conditions of this Lease, then Owner at Owner's sole option may use the Security to pay for any damages suffered, or costs incurred, as a result. In the event that Owner does use or apply the Security, Owner may give Tenant notice thereof, and within five days of Owner's giving of such notice, Tenant will replenish the amount used or applied, which sum will be due as Additional Rent.

If Owner sells or leases the Building, Owner will turn over any prepaid rent and the Security, with interest, to the person buying or leasing the Building. Owner will then notify Tenant 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 any prepaid rent or the Security. The new owner or lessee will become responsible to Tenant for any prepaid rent and the Security.

7. FAILURE TO GIVE POSSESSION

A situation could arise which might prevent Owner from allowing Tenant to move into the Apartment on the beginning date set in this Lease. 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 Tenant can move in, and the ending date will be changed to a date reflecting the full term. Tenant will not have to pay rent until the move-in date Owner gives Tenant by written notice, or the date Tenant moves in, whichever is earlier. If Owner does not give Tenant notice that the move-in date is within 30 days after the beginning date of the term of this Lease, Tenant may tell Owner in writing, that Owner has 15 additional days to let Tenant move in, or else the Lease will end. If Owner does not allow Tenant to move in within those additional 15 days, then the Lease is ended. Any money paid by Tenant on account of this Lease will then be refunded promptly by Owner.

8. CAPTIONS AND DEFINITIONS

In any dispute under this Lease, in the event of a conflict between the text and a caption, the text controls. Words and phrases in the singular will be deemed to include the plural and vice versa, and all terms will be deemed to be gender neutral.

9. CARE OF THE APARTMENT; END OF LEASE; MOVING OUT

- A.** Tenant will take good care of the Apartment, including all fixtures, finishes and equipment, will not permit any damage to it, and at Tenant's cost and expense will make any repairs or replacements necessitated by the act or neglect of any occupant of the Apartment. Tenant will move out on or before the ending date of this Lease and leave the Apartment clean, 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 not caused by act or neglect of Tenant or any other occupant of the Apartment.
- B.** When this Lease ends, Tenant must remove all of Tenant's movable property. Tenant must also remove, at Tenant's expense, any and all wall and floor coverings, furnishings, decorations, bookcases, cabinets, mirrors, painted murals or any other installation or attachment which Tenant or any other occupant may have installed in the Apartment, even if it was done with Owner's consent, unless Owner directs Tenant not to remove the same, in writing. Tenant must restore and repair to its original condition those portions of the Apartment affected by those installations and removals including the removal of carpeting or other flooring installed by Tenant and all nails, tacks or stripping by which the same was attached. Tenant will have the floor and entire adjacent area repaired so that the affected areas and all contiguous areas are uniform in color and finish. Tenant will not be considered to have moved out until all persons and all of Tenant's furniture and other property is also out of the Apartment. If property (other than Owner's property) remains in the Apartment after the Lease ends, Owner may either treat Tenant as still in occupancy and charge Tenant for use of the Apartment until Tenant complies with this provision, or may consider that Tenant has given up the Apartment and any property remaining in the Apartment is abandoned. In such event, Owner may either discard the property or store it at Tenant's expense. If Tenant fails to restore the Apartment in the manner required under this Lease, Owner may perform such restoration, and Tenant will owe Owner (i) the cost of all repairs and replacements, (including, but not limited to, the value of Owner's employees' labor in performing such work), (ii) all costs and

expenses incurred in removing abandoned property, and (iii) the fair market value of the Apartment for the time period until such property is removed and/or such work is completed. The provisions of this Article will continue to be in effect after the end of the Lease.

- C. Tenant cannot build in, add to, change or alter the Apartment in any way, including wallpapering, paneling, flooring, partitions, railings, repainting, installing "built-ins" or other decorating, without getting Owner's prior written consent. Without Owner's prior written consent, Tenant cannot install or (unless the same was installed by Owner) 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 plumbing or electrical wiring installation in the Building or interfere with the use of such plumbing or electrical wiring facilities by other tenants of the Building. Tenant cannot place water-filled furniture or decorations, including, but not limited to, aquariums or fish tanks in the Apartment.
- D. Tenant may not paint or chemically treat or decorate with any wall covering, (i) the kitchen cabinets or counters, (ii) bathroom tile and/or marble, (iii) exposed brick walls, or (iv) window frames or mullions. Tenant may not scrape, stain, coat, refinish or otherwise alter or do anything which does or might affect the finish on any floors. All carpeting shall be in accordance with this Lease. Tenant shall not use knives or other sharp objects without a cutting board on any countertops or flooring. Tenant must get prior written permission from Owner for any painting or decorating. Without limiting any other provision of this Lease, if Owner determines that any repair or replacement to or of any cabinets, countertops, flooring, walls, window frames or mullions are necessary due to Tenant's failure to comply with this paragraph or any other clause in this Lease, Owner may perform such repair or replacement and Tenant shall pay the cost of such work to Owner as additional rent.
- E. In the event that Owner consents to any Tenant installation, decoration and/or alteration, and the consent provides that the same remain at the end of the term, then the same will become the property of Owner and may not be removed by Tenant and Tenant will not be entitled to any compensation therefore. Owner may require a restoration security deposit be given in an amount to be designated in Owner's sole and absolute discretion as a condition for giving consent to any installation, decoration and/or alteration.
- F. If a lien is filed on the Apartment or the Building for any reason relating to Tenant or any other occupant of the Apartment, Tenant must immediately pay or bond the amount stated in the lien and have the same removed of record at Tenant's own cost and expense. If Tenant fails to do so within ten (10) days after Tenant has notice of the lien, Owner may do so at Tenant's cost and expense, without any investigation of the validity of the lien or any offsets or defenses thereto. Such cost and expense will be Additional Rent.
- G. Tenant cannot build in, add to, change or alter the Apartment in any way, including, but not limited to, wallpapering, paneling, flooring, partitions, railings, repainting, installing "built-ins" or other decorating, without obtaining Owner's written consent before doing anything. Without Owner's prior written consent, Tenant cannot install or use in the Apartment any of the following (unless the same was installed by Owner): 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 plumbing or electrical wiring installation in the Building or interfere with the use of such plumbing or electrical wiring facilities by other tenants of the Building. Tenant cannot place in the Apartment water-filled furniture or decorations, including but not limited to waterbeds, aquariums or fish tanks exceeding 10 gallons. Tenant may not install, change, attach, remove or disconnect any couplings, offshoots, cable, pipe or conduit, wherever located.
- H. Tampering with Utilities and Services Forbidden: Tenant shall not make or permit the making of any changes or alterations to, or interfere with, the mechanical, electrical, sanitary, or other service systems of the Building and/or Apartment, including, but not limited to, wiring and electrical facilities, and other utility installations in or servicing the Building and/or Apartment.

10. COMPLIANCE WITH LAWS, REGULATIONS AND LEASE RULES

- A. *Government Laws and Orders*: Tenant will obey and comply (1) with all present and future city, state and federal laws and regulations which affect the Building or the Apartment, and (2) 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 equipment and safety device required by law are used and Owner's written permission has been given. Tenant will promptly deliver to Owner a copy of any notice which Tenant receives from any federal, state or city authority relating to the Apartment or Tenant's use of the Apartment.
- B. *Owner's Rules*: Tenant will obey all Owner's rules listed in this Lease and all other amended, additional and future rules of Owner and/or Owner's agent. Notice of all additional rules may be given to Tenant in writing or posted in the lobby or other public place in the Building. Owner will not be responsible to Tenant for not enforcing any rules, regulations or provisions of another tenant's lease except to the extent required by law. Tenant violations of Owner's Rules shall constitute a material violation of a substantial obligation under this Lease.
- C. *Tenant's Responsibility*: Tenant is responsible for the behavior of Tenant and all persons who come to the Building as a result of Tenant's occupancy of the Apartment, including Tenant's immediate family, staff, delivery persons, and

people who are visiting Tenant or any other occupant of 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 any such persons have not obeyed government laws and orders or the agreements or rules in this Lease.

- D. *Recycling and Environmental Protection*: Tenant will comply with all government laws, orders and regulations regarding recycling and environmental protection.
- E. *Non-Interference*: Tenant will not do, or permit anything to be done which may 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 or which may interfere with the rights, comfort or convenience of any other occupant or employee of the Building. Any condition caused by the misconduct of anyone under Tenant's direction or control will not be a breach by Owner.

11. OBJECTIONABLE CONDUCT Tenant will not engage in or permit objectionable conduct. Objectionable conduct means any 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 Apartments or any common areas of the Building or causes conditions that are dangerous, unsanitary and/or detrimental to other occupants and/or employees in the Building. Objectionable conduct by Tenant gives Owner its remedies as set forth in Articles 15, 16 and 17.

12. APARTMENT SERVICES Owner is not required to provide any services other than those specifically provided under this Lease and/or required by law.

- A. *Required Services*. Subject to the provisions of subparagraphs B and C below, the Apartment is equipped with (i) cold and hot water for bathrooms and kitchens, and heat to heating apparatus as required by law; (ii) access to cooking gas and electricity service; (iii) passenger elevator service; (iv) utilities, if any, included in the rent, as set forth in subparagraph B. below; (v) air conditioning to the extent provided below; and (vi) repairs to the Apartment, as required by law. Tenant is not entitled to any rent reduction because of a stoppage or reduction of any of the above services unless such a reduction is provided by law.
- B. *Cooking Gas*. The cost of cooking gas is included in the rent.
- C. *Other Utilities*. Electricity (including, but not limited to, electricity for the air conditioning unit(s) in the Apartment), hot water and individual washer and dryer units as well as gas for the heating system are not included in the rent and will be individually metered with the Tenant having the obligation to pay for same. Telephone service are not included in the rent and Tenant shall have the obligation to pay for such services. Tenant hereby agrees to transfer and/or establish in the Tenant(s) name accounts for electricity, gas, telephone and cable with the appropriate service provided upon the commencement of this Lease. Tenant must pay directly for such services, and Tenant must pay for the same directly to the utility providing such services. Tenant acknowledges that Owner has made no promise or representation of any kind or nature with respect to the operation of the heating and air conditioning systems, including without limitation the manner of the functioning of the systems. If Owner or an affiliate or agent of Owner becomes a reseller of any utility, telephone or cable service, or other similar service, or contracts with a provider of such services with respect to the Building as a whole, Tenant will, at Owner's request, and, provided such utilities or services are offered at rates competitive with those of outside providers, purchase such utilities or services from such re-seller or provider and pay the charges therefore to Owner or an entity designated by Owner as Additional Rent under this Lease.

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. Owner is not required to provide any service or facility besides those specifically written in this Lease as being required.

14. ENTRY TO APARTMENT

During reasonable hours and with reasonable notice, except in emergencies, in which case entry shall be permitted at all hours without notice, Owner, its agents, employees, contractors and/or work persons may enter the Apartment for the following reasons:

- A. To construct, use and maintain pipes and conduits in and through the walls and ceilings of the Apartment; to inspect the Apartment and/or to perform any necessary maintenance or make any necessary repairs or changes Owner decides are desirable or necessary, or which may be scheduled (e.g. window cleaning) pursuant to this Lease. The Rent will not be reduced because of any of this work, unless required by Law.
- B. To show the Apartment to persons who may wish to become owners or lessees of the entire Building, or to purchase the Apartment, or who may be interested in lending money to or investing money in Owner in connection with a possible financing affecting the Building.
- C. For three (3) months before the end of the Lease, to show the Apartment to persons who wish to rent the Apartment.
- D. If during the last month of the Lease Tenant has moved out and removed all or almost all Tenant's property from the

Apartment, Owner may enter the Apartment to make changes, repairs, or redecorations. The 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 representative to enter the Apartment and entry is necessary or allowed by law or under this Lease, Owner and/or Owner's representatives are considered to have an irrevocable license to enter the Apartment. Owner may enter by force in an emergency. Owner will not be responsible unless during this entry, Owner or Owner's representative is negligent or misuses Tenant's property. Tenant must give Owner a key to any and all door and window locks.
- F. Owner may keep all equipment necessary to make repairs or alterations to the Apartment in the Apartment. Owner is not responsible for disturbance or damage to Tenant because of performing work or keeping the equipment in the Apartment. Owner's use of the Apartment does not give Tenant a claim of eviction. Owner may enter the Apartment to get to any part of the Apartment or Building.
- G. If Tenant takes any steps to interfere with or prevent Owner's access to the Apartment, Tenant agrees that Owner's foreseeable damages will include lost rental from other tenants, and accordingly, in the event Tenant makes a request to any court to prevent access, before making such request, Tenant will give an undertaking equal to two months rent of any tenant who may be affected by the service which Owner seeks access to repair, replace, remedy or otherwise inspect.

15. SUBLETTING

- A. Tenant may not assign this Lease or enter into a sublease with another party unless Tenant first obtains the written consent of Owner. Owner is not required to grant its consent, except as specifically required by law.
- B. In the event of an unauthorized assignment or sublease, Owner will be entitled to collect the Rent from the occupant. Such acceptance will not be deemed consent to the assignment or sublease, nor an acceptance of the occupant as a tenant and any payments received will be credited to the Tenant's liability to Owner. Any transfer of the Tenant's interest, whether by operation of law or otherwise, will be considered an assignment.
- C. Tenant will remain liable under this Lease after a sublease or assignment, unless released in writing by Owner.

16. DEFAULT

- A. The following are defaults under this Lease:
 - (1) Tenant fails to carry out or violates any of their obligations under this Lease, or any other agreement or provision of this Lease;
 - (2) Tenant or another occupant or guest of the Apartment behaves in any objectionable manner;
 - (3) Tenant does not move into the Apartment within thirty (30) days after the beginning of this Lease;
 - (4) Tenant and other legal occupants of the Apartment move out before this Lease ends and abandon the same; and
 - (5) Tenant fails to pay Rent in a timely manner, compelling Owner to take legal steps (including the service of a rent demand) to compel Tenant to pay the Rent (either Base Rent and/or Additional Rent) more than three times in any twelve (12) month period.
- B. If Tenant defaults in any one of these ways (other than a default in the agreement to pay 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 ten (10) days, or if the default cannot be corrected within the ten (10) days, begin to correct the default within ten (10) days and continue to diligently do all that is necessary to correct the default as soon as possible.
- C. If Tenant does not stop or begin to correct the default within the requisite time period, Owner may give a Termination Notice that this Lease will end three (3) days after the date the Termination Notice is sent to Tenant. At the end of the three (3) day period, this Lease will end as if that date were the end of the Term stated in this Lease.
- D. If Tenant does not pay Rent when this Lease requires after a personal demand for Rent has been made, or within three (3) days after a statutory written demand for Rent has been made, or if the Lease ends, Owner may do the following: (a) enter the Apartment and retake possession of it if the Apartment is abandoned; or (b) go to Court and ask that all occupants in the Apartment be compelled to move out or apply for a money judgment.
- E. Tenant's application for the Apartment was a material inducement for Owner's entering into this Lease. Therefore, if Tenant's application for the Apartment contains any misrepresentation or false statement, this will be a non-curable default, and Owner may terminate this Lease on three (3) days' notice. At the end of the three-day period, this Lease will end.
- F. If Tenant or any Guarantor of this Lease (1) assigns property for the benefit of creditors, or (2) files a voluntary petition or an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or (3) a trustee or receiver for Tenant's property is appointed, Owner may give a 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) days, the Term will end as of the date stated in the notice. Tenant must continue to pay rent, damages, losses and expenses without offset.

After the expiration of the Term, or early termination, of this Lease, Tenant will remain liable to Owner as provided

elsewhere in this Lease.

17. REMEDIES OF OWNER AND TENANT'S LIABILITY

If this Lease is ended by Owner because of a default, or if Tenant fails to give the Apartment back to Owner when the Lease Term is over:

- A.** Rent for the unexpired term is due and payable. For any time thereafter from the end of the Term stated in this Lease until Owner obtains vacant possession of the Apartment, Tenant must pay the greater of the prior rent that was due and payable under this Lease for the last month of the Term or the fair market value of the use of the Apartment until the end of a calendar month in which Owner recovers the Apartment empty of all occupants and has restored the same as provided elsewhere in this Lease so that Owner can re-rent the same, as well as other damages caused to Owner as stated elsewhere in this Lease;
- B.** Once Owner recovers vacant possession, Owner may re-rent the Apartment for a period of time which may end before or after the ending date of this Lease and Owner may re-rent to a new tenant at a lesser rent or may charge a higher rent than the rent in this Lease;
- C.** Whether the Apartment is re-rented or not, Tenant will owe Owner as damages:
 - (1)** the difference between the Rent in this Lease and the amount, if any, of the rents collected in any later lease or leases of the Apartment for what would have been the remaining period of this Lease; and
 - (2)** Owner's expenses in order to recover the Apartment from Tenant and all occupants, advertisements, broker's fees and the cost of putting the Apartment in good condition for re-rental;
 - (3)** If Owner has re-rented the Apartment to a new tenant for a term following the end of the term of this Lease, and as a result of Tenant's failure to vacate the Apartment, the new tenant cancels, rescinds or fails to take possession, then Tenant will be responsible for all losses suffered by Owner, including, but not limited to, the rent for the entire term of the new tenant's lease; and
 - (4)** Tenant acknowledges that Owner has no duty under this Lease to 'mitigate' Tenant's damages as defined above.
- D.** Tenant will pay damages in monthly installments on the day Base Rent would otherwise be due in this Lease, unless a different due date is specified in this Lease for additional rent. Any legal action brought to collect one or more monthly installments of damages will not prejudice in any way Owner's right to collect the damages for a later month by a similar action. 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 is not entitled to receive the difference. Owner's failure to re-rent to another tenant will not release or change Tenant's liability for damages.

18. ADDITIONAL OWNER REMEDIES

If Tenant does not do everything Tenant has agreed to do, or if Tenant does anything which shows that Tenant does not intend to do what Tenant has agreed to do, Owner has the right to ask a Court to make Tenant carry out this Agreement or to give Owner such other relief as the Court can provide. This is in addition to any other remedies in this Lease.

19. FEES AND EXPENSES

Tenant must reimburse Owner for any of the following fees and expenses incurred by Owner:

- A.** Making any repairs to the Apartment or the Building which result from the violation of this Lease or any other misuse or negligence by Tenant or persons who live with, visit, or work for Tenant;
- B.** Repairing or replacing any appliances, countertops, fixtures, finishes or equipment damaged by the violation of this Lease or any other misuse or negligence by Tenant or persons who live with, visit, or work for Tenant;
- C.** Any fine or penalty imposed and the cost of correcting any violations of city, state or federal laws or orders and regulations of insurance rating organizations concerning the Apartment, or the Building which Tenant or persons who live with, visit, or work for Tenant have caused, including, but not limited to, proper waste and recycling disposal and storage;
- D.** Preparing the Apartment for the next tenant if Tenant moves out of the Apartment before the end of the Lease, and any related administrative costs;
- E.** Removing all of Tenant's property after this Lease is ended;
- F.** Any other costs, fees, expenses and/or other amounts for which this Lease specifically requires Tenant to pay or reimburse Owner; and
- G.** All other fees and expenses incurred by Owner because of Tenant's failure to obey any other provisions and agreements of this Lease;

These fees and expenses will be paid to Owner as Additional Rent as defined in this Lease upon Owner giving a bill or statement to Tenant. 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. The parties agree that they shall have no right to recover attorneys' fees from each other.

20. PROPERTY LOSS, DAMAGES OR INCONVENIENCE Unless caused by the negligence or misconduct of Owner or Owner's agents or employees, neither Owner nor Owner's agents and employees are responsible to Tenant for any of the following: (A) any loss of or damage to Tenant or Tenant's property in the Apartment or the Building due to any accidental or intentional cause, or a theft or another crime committed in the Apartment or elsewhere in the Building; (B) any loss of, or damage to Tenant's property delivered to, or left with, any employee of the Building (i.e., doorman, superintendent, resident manager, leasing manager etc.); or (C) any damage or inconvenience caused by actions, negligence or violations of a Lease by any other tenant or person in the Building except to the extent required by law. In the event of disruption of services or facilities as a result of a strike or other reason beyond Owner's reasonable control, there will be no reduction in Rent due under this Lease.

No employee of Owner can undertake any responsibility not agreed to by Owner in this Lease, nor otherwise bind Owner to any obligation not expressly stated in this Lease unless the same is in writing and signed by an officer of Owner. No building employee is authorized to take possession of any of Tenant's possessions or property, to give any service to or for Tenant, or make any repair not scheduled through Owner's or its agent's office in advance. In the event that any employee does any of the foregoing, the employee will be considered to be acting on behalf of Tenant, and Owner will not be responsible for any act or neglect.

Owner will not be liable for any interference with light, ventilation, or view caused by construction even if the same is by or on behalf of Owner or someone affiliated with 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. Also, Owner will not be liable for such interference caused by the permanent closing, darkening or blocking up of windows, if any of such actions is permitted or required by law in connection with the use or intended use of adjoining property. None of the foregoing events will cause a suspension or reduction of the Rent or allow Tenant to cancel the Lease.

21. INTEREST ON OVERDUE PAYMENTS Tenant agrees that the payment of the Rent and any Additional Rent or any other charges under this Lease must be made timely and is an important consideration in Owner renting the Apartment to the Tenant. In addition to all other remedies available to Owner, all sums of Rent or Additional Rent or any other charges, which are not paid within ten (10) business days of the date when due under this Lease, will bear interest from the original due date to the date of payment at a rate per annum which will be two (2) percentage points higher than the interest rate required to be paid on judgments for sums of money recovered in actions in the Supreme Court of the State of New York (by way of illustration only, presently 2% plus 9% equals 11%) but not more than the highest rate of interest which will at such time be permitted under the laws of the State of New York. This interest rate will be payable so long as the amount due is unpaid, even if the amount has been included in a court judgment.

22. CREDIT CHECK Tenant understands that as long as Tenant is either in the Apartment or owes Owner money, Owner has a legitimate interest in assessing Tenant's credit worthiness. Accordingly Tenant authorizes Owner to conduct a credit check or credit checks as to all signatories of this Lease on a periodic basis at any time that Tenant is or may be obligated to Owner for any sum or sums. Owner may report unpaid Rent and damages to credit bureaus and/or agencies.

23. FIRE OR CASUALTY

- A. 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 C below or by Tenant under D below, but the Rent will be reduced immediately. This reduction will be based upon the part of the Apartment which is unusable.
- B. Owner will repair and restore the Apartment, unless Owner decides to take actions described in paragraph C below.
- 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 a written notice of this decision within 60 days after the date when the damage occurred. If the Apartment is usable when Owner gives Tenant such notice, this Lease will end 60 days from the last day of the calendar month in which Tenant was given the notice.
- D. If the Apartment is completely unusable because of fire, accident or other casualty and is not repaired in 30 days, Tenant may give Owner written notice to end the Lease. If Tenant gives that notice, this Lease is considered ended on the day that the fire, accident or casualty occurred. Owner will refund Tenant's Security and the pro rata portion of the Base Rent paid for the month in which the casualty happened.
- E. Unless prohibited by the applicable insurance 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.

24. PUBLIC TAKING The 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 will end on the date the government or agency takes title. Tenant will 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.

25. SUBORDINATION CERTIFICATE AND ACKNOWLEDGMENTS All leases and mortgages of the Building or of the land on which the Building is located, now in effect or made after this Lease is signed, come ahead of this Lease. In other words, this Lease is "subject and subordinate to" any existing or future lease or mortgage on the Building or land, including any renewals, consolidations, modifications and replacements of these leases or mortgages. If certain provisions of any of these leases or mortgages come into effect, the holder of such lease or mortgage can end this Lease. If this happens, Tenant agrees that Tenant will have no claim against Owner or such lease or mortgage holder. If Owner requests, Tenant will sign promptly an acknowledgment of the "subordination" in the form that Owner requires. Tenant will also sign (if accurate) a written acknowledgment 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.

26. TENANT'S RIGHT TO LIVE IN AND USE THE APARTMENT If Tenant pays the Rent and any required Additional Rent on time and does everything agreed to do in this Lease, the Lease and the tenancy cannot be cut off before the ending date, except as agreed to in other parts of this Lease.

27. BILLS AND NOTICES

- A.** Notices to Tenant: Any notice from Owner or Owner's agent or attorney will be considered properly given to Tenant if it (1) is in writing; (2) is signed by or in the name of Owner or Owner's agent; and (3) is addressed to Tenant at the Apartment and delivered to Tenant personally or sent by registered or certified mail to Tenant at the Apartment. An agent, attorney, or employee of Owner or its agent may sign the notice in the Owner's name.
- B.** Notices to Owner: Any notice from Tenant must be in writing, signed by the Tenant and sent by registered or certified mail to Owner at the address noted on page 1 of this Lease or at another address which Owner or Agent has given Tenant in writing. Notices will not be considered to be given if left with the building staff.

28. 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 on any matters concerning this Lease, the relationship of Tenant and Owner, as Tenant and Owner, 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 commences any court action or proceeding against Tenant which asks that Tenant be compelled to move out, Tenant cannot make a counterclaim against Owner in that action or proceeding.

29. NO WAIVER OF LEASE PROVISIONS

- A.** Even if Owner accepts Tenant's Rent or fails once or more often to take action when Tenant 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 does not prevent Owner from taking action at a later date if Tenant again does not do what Tenant has agreed to do.
- B.** Only a written agreement between Tenant and Owner can waive any violation of this Lease.
- C.** If Owner accepts an amount less than the Rent due, the amount received will only be considered to be in payment of the earliest Rent due. It will not be considered an agreement by Owner to accept this lesser amount in full satisfaction of all of the Rent due. No writing on any check or money order will be binding on Owner, even if the check or money order is deposited. Owner in its sole and absolute discretion has the right to designate to which Rent and/or Additional Rent any payments received should be applied.
- D.** Any agreement to end this Lease or to end or change the rights and obligations of Tenant and/or Owner must be in writing signed by both Tenant and Owner or Owner's agent. Even if Tenant gives keys to the Apartment and they are accepted by any employee, or agent, or Owner, and/or in connection with Tenant moving out, Owner permits use of the service elevator, and/or does a move out inspection of the Apartment, this Lease is not ended, unless such surrender and release is in writing in the name of Owner by an officer of Owner. Even if Owner accepts a payment for the Apartment from or which indicates the name of another individual this will not be considered a release of any obligation of Tenant under this Lease, nor an acceptance of such person as a tenant.
- E.** In order for any written agreement to be binding on Owner, such agreement must be signed by an officer of Agent for Owner.

30. CONDITION OF THE APARTMENT Tenant has not relied on anything said by Owner, Owner's agent, superintendent, resident manager or leasing agent about the physical condition of the Apartment, the Building or the land on which it is built. Tenant has not relied on any promises as to what would be done, unless what was said or promised is written in this Lease and signed by both Tenant and Owner. Before signing this Lease, Tenant has inspected the Apartment and by signing this Lease Tenant acknowledges to have accepted it in its present condition "as is", except for any condition which could not reasonably have been seen during the Tenant's inspection and any work specified in the next sentence or on an attached "Work" rider, if any. No employee or agent of Owner is authorized to bind Owner to do anything in the Apartment, unless it is in this Lease or signed by Owner. Any Owner's work not described in this Lease must be in writing and signed by Owner or Owner's Agent. Tenant will have no claim against Owner because of or related to any noises, lights, aromas, scents or odors, whether the same come from inside the Building, another residential or commercial tenant or occupant or

outside of the Building.

31. DEFINITIONS

- A. Owner and/or Landlord:** The terms "Owner" and "Landlord" mean the person or organization receiving or entitled to receive rent from Tenant for the Apartment at any particular time other than a rent collector or managing agent of Owner. "Owner" includes the owner of the land or Building, a lessor, or sublessor, or sublessor of the land or Building and a mortgagee in possession. It does not include a former owner, even if the former owner signed this Lease.
- B. Tenant, You and/or Your:** The terms "Tenant," "You" and/or "Your" mean the person or persons signing this Lease as Tenant and the approved successors and approved assigns of the signer all of whom are jointly and severally responsible and liable. This Lease has established a tenant-landlord relationship between Tenant and Owner. All Tenants under this Lease are jointly and severally responsible for all obligations as Tenant. All obligations of Tenant under this Lease with respect to Building rules and other matters relating to conduct at and procedures relating to the operation and maintenance of the Building shall likewise apply to and be complied with by any other persons who live with, visit or work for Tenant and Tenant shall be liable for any failure by such other persons to comply. Owner has the right to reject partial payments. Owner may refuse to take more than one check for the payment of any installment of Base Rent.

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

33. LEASE NOT BINDING ON OWNER This Lease is submitted for signature with the understanding that it will not bind Owner in any way unless and until it has been signed by Owner and unconditionally delivered to Tenant. The submission of this Lease to Owner for Owner's signature will constitute a binding offer by the Tenant which cannot be revoked unless Owner fails to execute and deliver the same to Tenant within ten (10) days of Owner's receipt thereof.

34. ILLEGALITY If any term in this Lease is determined to be illegal, that term will no longer apply, but the rest of this Lease will remain in full force and effect.

35. LIMIT OF RECOVERY AGAINST OWNER Tenant is limited to Owner's interest in the Apartment for payment of a judgment or other court remedy against Owner.

36. OWNER'S CONSENT If Tenant requires Owner's consent to any act and consent is not given, Tenant's only remedy is to ask the Court to force Owner to give consent. Tenant will not make any claim against Owner for money or subtract any sum from the Rent because such consent was not given.

37. ELECTRICITY USAGE In the event that Tenant installs or uses fixtures, equipment or appliances that draw excessive amounts of electricity Owner shall have the right to direct Tenant to remove some or all of such equipment.

38. BROKER No broker was involved in this Lease on Tenant's behalf or, if a broker working on Tenant's behalf did bring about this Lease, Tenant has agreed with the broker to pay the fee. Tenant will hold Owner harmless from any claim for commission made by any such broker. Landlord has agreed to pay the fee of any broker working on Landlord's behalf.

39. MILITARY SERVICE

Tenant understands that in order to protect Tenant if Tenant defaults in any legal proceeding affecting this Lease, Owner has requested that Tenant voluntarily disclose the following information. Owner represents that Owner will rely upon the following only if Tenant so defaults and that the decision of Owner to lease the Apartment to Tenant shall not be affected by the information provided.

Tenant represents that Tenant is not a member of, and is not dependent on any person who is a member of any branch of military service of the United States of America or the State of New York. Tenant shall promptly notify Owner in writing if for any reason Tenant hereafter becomes a member of, or becomes a dependent of anyone who is a member of any branch of military service of the United States of America or the State of New York with such notice stating the branch of the military service, the date Tenant's service begins and the location of where Tenant is stationed.

40. ADDITIONAL FACILITIES The Rent does not include use of garage parking, bike storage, tenant storage lockers, or other facilities which may be located in the Building from time to time, whether or not the same is operated by Owner, Owner's agent, a tenant, vendee or licensee. Tenant will be entitled to use such facilities on a non-discriminatory basis, subject to the other applicable provisions of this Lease and availability of any such other facilities or services or the like, and on such terms as Owner and/or the operator of such facility may impose. Parking is being made available at the Building on a first come, first serve basis. Tenant shall comply with whatever fees and rules are imposed by Owner with respect to the parking garage. Tenant may only use such additional facilities by separate agreement and by paying a separate charge for such use. Nothing herein will be construed as to give Tenant the right to displace existing non-tenant members or current users of such services and/or facilities. Nothing herein will be deemed to obligate Owner to continue providing such service or facility to enlarge, modify or obtain additional resources regarding such services and/or facilities, or to restrict the amount that any operator thereof may charge for the use thereof.

41. THE DHCR Where Owner has proper cause and grounds to apply to the Division of Housing and Community Renewal (DHCR) for relief, and where, upon proper application, either presently pending or made hereafter, Owner is found to be entitled to an increase in rent over and above the amount set forth in this Lease, the parties agree:

- (1) To be bound by the determination of the DHCR.
- (2) That where the DHCR has granted an increase in rent, Tenant agrees to pay such increase in the manner set forth by the DHCR.
- (3) Despite anything contained in paragraph (a) and (b), it is agreed in the event that an order is issued increasing the stabilized rent because of Owner's hardship, Tenant may, within thirty (30) days of his receipt of a copy of the order by the DHCR, cancel this Lease on sixty days written notice to the Owner. During said period prior to vacating the canceling, Tenant may continue in occupancy at no increase in rent.
- (4) That the rent provided for in this Lease may be increased or decreased retroactively to the commencement of this Lease, to conform to the lawful Rent Guidelines or any changes in the Guidelines which apply to this Lease as issued by the New York City Rent Guidelines Board.
- (5) This Lease and all riders shall continue in full force and effect, and except as modified above, shall in no way be effected by this rider.

42. SUBLET SURCHARGE

- A. It is agreed that if Owner consents to a sublet request by Tenant during any renewal period in accordance with Real Property Law Section 226-b that the Landlord will be entitled to collect the applicable sublet surcharge under the Rent Stabilization Code ("RSC"). RSC Section 2525.6 provides that, upon the consent of Owner to a sublet or an assignment of this Lease, the legal regulated rent payable to the Owner effective upon the date of subletting or assignment may be increased by the vacancy allowance or any special sublet guideline as promulgated by the Rent Guidelines Board, if any, provided that in the case of an assignment the legal regulated rent may also be increased by the increase provided in RSC Section 2522.8 (Rent adjustments upon vacancy in succession) prior to the application of any such vacancy allowance or special guideline increase as promulgated by the Rent Guidelines Board for subletting or assignment. Such increase in the case of an assignment shall remain part of the legal regulated rent for any subsequent renewal Lease provided, however, in the case of a subletting, upon termination of the sublease, the legal regulated rent shall revert to the legal regulated rent without the sublet allowance.

43. CHANGE IN RENT STABILIZATION LAW To the extent that any change in the Rent Stabilization Law (or any other applicable law) or the RSC reduces any obligation of or increases any benefit for Owner, such change shall be deemed applicable to this Lease on the effective date of such change.

44. RENT STABILIZATION LEASE RIDER Tenant acknowledges receipt of the Rent Stabilization Lease Rider - a copy of which is attached hereto.

45. NO ORAL AGREEMENTS It is agreed that this instrument cannot be changed orally and is subject to the review and approval of Owner. The applicant hereby waives any claims against Owner in the event this Lease is rejected for any reason. Owner will not be bound, nor will possession be given unless and until this Lease is executed by Owner and delivered to Tenant. No representations other than those contained within this Lease have been made by Owner. All understandings and agreements heretofore made between the parties hereto are merged in this Lease, which alone, fully and completely expresses the agreement between Owner and Tenant.

46. PERSONAL PROPERTY Tenant acknowledges that Owner is not obligated to replace or maintain any personal property left in the Apartment by a previous Tenant.

47. EMPLOYEES' MISCONDUCT In the event any employee of Owner renders assistance in the handling or delivery of any furniture, household goods, or other articles at the request of Tenant or any lawful occupant, or at the request of any employee or guest of Tenant, then Owner's employee shall be deemed an agent of the person making such request and the Owner is expressly relieved from any and all loss or liability in connection therewith.

48. INSURANCE

1. Tenant is required, during the term of this Lease Agreement, to maintain "Renters" insurance with minimum coverage of \$500,000 per occurrence for bodily or personal injury and minimum contents limit of \$150,000 per occurrence for property damage.
2. Tenant shall pay for damages suffered by and reasonable expenses of Owner relating to any claim arising from any act or neglect committed by Tenant, Tenant's guests or employees.

49. OWNER'S RULES LISTED IN THIS LEASE Owner reserves the right to rescind or amend any of Owner's rules listed in this Lease, and to institute such other rules from time to time as may be deemed necessary for the safety, care, or cleanliness of the Building and to secure the comfort and convenience of all the tenants. Owner shall not be liable to Tenant for the violation of any of Owner's rules or the breach of any of the items in any Lease by any other tenant or occupant of the Building.

- 50. ABANDONED PROPERTY** Whatever remains in the Apartment after Tenant vacates is considered abandoned by Tenant and at the election of Owner, shall either be left in the Apartment or removed. Tenant shall be responsible for Owner's expenses and/or damages resulting from removal of abandoned property or restoration of the Apartment necessary to correct any damage caused by removal of Tenant's installation.
- 51. NOTATION ON CHECKS** Writing, notations, statement or otherwise, written on the front or back of any check, money order, or other form of payment given to Owner will not be considered part of this Lease and will not binding on Owner. Owner's acceptance, endorsement, deposit, or negotiation of the check, money order, or other form of payment will not be considered an acceptance of the conditions on the check and Owner may accept the check as if the writing, statement, or notification did not exist. Owner's acceptance of a check, money order, or other form of payment from a person or entity not on this Lease will not be considered acceptance of that party either as an occupant or a party to this Lease.
- 52. FAILURE TO PAY FULL RENT** The receipt by Owner of any amount which is less than that amount of rent or additional rent owed by Tenant shall not be deemed a waiver of the right to collect the balance in a summary proceeding for nonpayment of rent. Any payment of rent or additional rent which is less than the full amount owed, shall be deemed to be on account of and shall be applied to the earliest rent due.
- 53. THIRD PARTY PAYMENT** Tenant acknowledges that Owner is not obligated to accept Rent from anyone other than the Tenant of record. Tenant further acknowledges that Owner may not fully scrutinize and examine each check to see that the check submitted is the check of Tenant. Accordingly, in the event a third party check is tendered for rental due and is accepted by Owner, such acceptance shall not constitute a waiver of Owner's rights nor confer any rights upon the third party nor entitle the third party to make any claim against Owner or to seek any refund from Owner or give the third party the right to occupy the Apartment as a Tenant or create an Owner-Tenant relationship between the third party and Owner.
- 54. TENANT MISREPRESENTATION** Owner has reasonably relied upon all representations made by Tenant in applying to lease the Apartment, absent which reliance Owner would neither have offered nor executed this Lease. It is agreed that in the event the Tenant shall in its application for the Apartment, which application is incorporated by referenced herein, and made a part hereof, make any misrepresentation or untruthful statement, Owner may treat same as a violation of the covenant of this Lease, and the remedies provided under the terms of this Lease in the event of violation of the terms hereof shall become applicable thereto in addition to which Owner may seek rescission of this Lease by reason of such misrepresentation. In the event the Owner shall discover or ascertain such misrepresentation or untruthful statement before the commencement of the term hereunder, the Owner shall have the right to terminate this Lease and refuse occupancy to Tenant.
- 55. ILLEGAL ACTIVITY** It is expressly agreed and understood that Tenant, any member of Tenant's family, Tenant's employees, guests, or invitees who conduct any illegal trade, or manufacture, or other illegal business, or activity in the Building, the Apartment, any common area or the grounds surrounding the Building shall constitute a material breach of a substantial obligation of this Lease.
- 56. SMOKE DETECTOR** The Apartment shall be equipped with a smoke detector(s) and carbon monoxide detector(s) as required by applicable law. Tenant shall not disable, cover, remove, repair or otherwise tamper with any smoke detector(s) and carbon monoxide detector(s). Tenant shall give prompt written notice to Owner of any damage to the smoke detector(s) and carbon monoxide detector(s), and as to any defect or malfunction in the operation thereof.
- 57. SPRINKLER HEADS** Tenant shall not paint over or in any way tamper with or cover any sprinkler heads in the Apartment because such activity may render the sprinkler inoperable. In the event that Tenant paints over or in any way damages a sprinkler head, Tenant shall be responsible for the full cost of replacement of the sprinkler head, which sum shall be collectible as additional rent. You are advised that hot objects, if brought too close to a sprinkler head, may cause the sprinkler system to activate. In the event flooding should occur as the result of activation of any sprinkler head because of tampering, misuse, of the Apartment or negligent conduct therein, Owner will repair any damage to the Building and/or the Apartment at Tenant's sole cost and expense, which cost and expense shall be paid by Tenant as additional rent under this Lease.
- 58. SECOND HAND SMOKE**
- A. Tenant acknowledges that scientific studies have shown that second hand smoke, smoke created by the burning of tobacco or other substance by one individual which is present in the environment and which may be inhaled by other individuals, poses a significant health risk.
 - B. Upon notice from Owner that it has received a complaint concerning the emanation of secondhand smoke of whatever nature from Tenant's apartment, Tenant shall, at Tenant's sole cost and expense, take all steps necessary to abate the emanation of smoke from Tenant's apartment. Nothing in this provision authorizes Tenant to perform any alteration addition or change to any fixture, appliance, window, vent, or other part of the Apartment or Building infrastructure without the express written consent of Owner.
 - C. The failure to abate any condition described in this paragraph shall constitute a violation of a substantial obligation of

tenancy. In addition to any remedies Owner may prohibit Tenant's occupants and any guests in the apartment, available to Owner under this lease and applicable law, in the event Owner receives repeated complaints concerning the emanation of smoke; Owner may prohibit smoking by Tenant, Tenant's occupants and any guests in the Apartment.

Nothing in this provision shall make Owner or its agents and employees the guarantor of Tenant's health or of the smoke free condition of any apartment or common area of the building. Owner is not required to take any steps in response to smoking unless Owner has been given written notice of said smoking.

59. LEASE OFFER In compliance with the Rent Stabilization Code, we are offered Tenant the option to select a Lease for a term of one year or two years as set forth above.

60. BUILDING/OWNER RULES

- A. Wild Animals:** For sanitary reasons, Tenant will not feed or provide food for animals or wild birds, by the installation of bird feeders or otherwise, from the balcony or terrace and/or windows or window sills, or on the street or sidewalk adjacent to the Building.
- B. Pets:** No dogs, cats, birds, fish or animals of any kind will be kept or harbored in the Apartment except as set forth in the attached Rider for Pet. Notwithstanding the foregoing, Tenant assumes all liability for any damage or harm caused by animals belonging to or brought to the Building by Tenant or Tenant's guests, invitees or employees.
- C. Floors:** Where carpeting is used, it will be laid over at least one layer of 40 ounces per foot padding or the equivalent and shall be installed using tackless installation or such other method of installation as may be designated by Owner so as to not damage the flooring underneath or the baseboard on installation or removal. **ANY SCRATCH TO THE FLOOR, NO MATTER THE SIZE, SHALL BE CONSIDERED DAMAGE AND NOT NORMAL WEAR AND TEAR UNDER THIS LEASE.**
- D. Windows:** Tenant will, at Tenant's own cost and expense, wash the interior surfaces of all windows of the Apartment at regular intervals of not less than thirteen weeks. WINDOWS WILL BE KEPT SECURELY CLOSED AND LOCKED WHEN NO ONE IS IN THE APARTMENT. Cleaning of the exterior surfaces of windows may be performed only by Building staff or a service arranged by Owner in accordance with the other provisions of this Lease relating to window cleaning.
- E. Hallways, Staircases, Common Areas:** (i) Tenant will not block or place or leave any personal property in the sidewalks, entranceways, elevators, passages, vestibules, corridors, access ways, stairways, halls, fitness center, roof deck, bike storage, lobbies, mail rooms, compactor rooms, package room, cellar lockers or other common areas of the Building (defined as the "Common Areas"). This includes, but is not limited to, doormats, umbrellas, strollers, shoes, boots, bicycles, garbage, recyclables or storage items. (ii) Tenant will not alter the exterior of the entry door to the Apartment, and will not install any additional locks or place stickers or other notices thereon. Apartment entrance doors will not be propped open. (iii) No one is allowed on the most upper roof. (iv) Public access ways shall be used only for entering and leaving the Apartment and the Building. (v) Neither Tenant, Tenant's children nor their guests shall play in the Common Areas. (vi) No Common Areas of the Building shall be decorated or furnished by Tenant in any manner. (vii) Street clothing and shoes must be worn in all Common Areas (Gym attire is acceptable when going to and from the exercise room.) Appropriate covering must be worn in the hallways. (viii) Smoking is prohibited in all Common Areas within the Building or outside the entrance to the Building, the driveway in front of the Building and the roof deck.
- F. Keys and Locks:** (i) Tenant will not change any lock cylinder or install any new or additional lock or otherwise drill through the entry door. If Tenant loses any key, Tenant will pay the cost of Owner replacing the same, and/or replacing the lock in Owner's sole discretion. Tenant will give Owner a key to any and all locks. (ii) Owner may retain a pass key to the Apartment. If changes are made to the locks or mechanism installed by Tenant, Tenant must deliver keys to Owner. At the end of this Lease, Tenant must return to Owner all keys, including, but not limited to, apartment entry key, amenity space key, and one mail box key, either furnished by Owner or otherwise obtained. If a Tenant loses or fails to return any keys which were furnished to him or her, such Tenant shall pay to Owner the cost of replacing the same. (iii) If a Tenant is not personally present to open and permit an entry to his or her Apartment at any time when an entry therein is necessary or permissible under this Lease, then Owner or the agent (but, except in an emergency, only when specifically authorized by an officer of the agent) may enter the Apartment without liability for damages or trespass by reason thereof (provided that during such entry reasonable care under the circumstances is given to such Tenant's property).
- G. Elevators:** Tenant will give notice to the Building staff before moving into or out of the Building. Tenant will not use the elevators in swimsuits or when barefoot. Any move-in or move-out, and any move of furniture or other heavy or bulky items into or out of the Building, must be scheduled with Owner at least one week in advance and Tenant may use only the service entrance and stairways or Service Elevator for such move. Use of the Service Elevator for any such move may be denied to any Tenant who is in default of Lease obligations. Owner shall have no liability if any Service Elevator is not available for a tenant's use, it being understood that, even when scheduled, a tenant's use of the Service Elevator is non-exclusive and such Service Elevator may be used by Building staff or others permitted by

Owner. The Service Elevator is not a service or facility that is required to be provided by Owner under this Lease. Owner may charge a fee (based on the hourly rate of Building staff responsible for elevator operation) and/or require a security deposit in connection with use of the Service Elevator.

- H. *Soliciting*: Tenant will not go through the Building for the purpose of vending, peddling or soliciting anything and will not distribute any book, periodical, flyer, handbill, pamphlet, circular or advertising material of any kind, except with the written consent of the solicited tenants, which has been supplied to Owner in advance and will not permit the same by any occupant of the Apartment, or guest or visitor of Tenant.
- I. *Noise and Smells*: Tenant will not permit any disturbing noises to be created in the Apartment or permit anything to be done that will interfere with the rights, comfort or convenience of other Building occupants. This includes, but is not limited to, singing or playing a musical instrument, television or radio, which can be heard from any adjacent apartment and/or common area. No construction work will be performed in the Apartment except on weekdays which are not holidays between the hours of 9AM and 5PM. Tenant will not permit any condition to exist within the Apartment which causes smells or odors which may be detected in any other apartment or part of the Building. Tenant is aware that the Building does not permit smoking and agrees not to create or permit any condition to exist within the Apartment which causes smells or odors which may be detected in any other apartment or any other part of the Building."
- J. *Exposed Wires*: Tenant will not permit exposed wires for appliances or fixtures in violation of the Building Code or Electrical Code or any other provision of law.
- K. *Window Coverings*: Owner will NOT provide building standard solar shades of such uniform design and color as Owner may determine in all windows of the Apartment. **If Tenant wishes to install the solar shades, Tenant shall be responsible for installing Tenant's own solar shades, which shall match the Building standard, in all cases, must be removable for window operation or fit into the ceiling pocket (if one is provided by Owner), must not be attached to the window or window frame, and must be approved in advance by Owner.** Tenant will not remove or alter any of the Building standard window coverings. Tenant will not, without obtaining Owner's approval, remove or alter any Tenant-installed window coverings.
- L. *Waste Disposal*: Refuse from the Apartment shall be regularly taken to the trash room located on each floor for disposal. All garbage must be placed in small bags with the openings securely fastened and dropped down the chute in the trash room. Garbage is not to be left on the floor of the trash room. For recycling purposes, aluminum cans, other metal cans, plastic and glass bottles, on one hand, and newspapers, magazines and other recyclable paper products, on the other hand, must be separated from other trash and placed in appropriate receptacles in the trash room. Cans, bottles and other containers shall be rinsed clean before being placed in recycling receptacles. Metal hangers should be left on the floor and not dropped down the chute. Disposal of large household items should be arranged through the Building manager. Tenant will comply with all rules and directions of Owner and Owner's Agent concerning the location, manner and method of disposal of waste, refuse, garbage and recyclables. Carpets, rugs or other articles shall not be hung or shaken out of any window or terrace, or in the stairways, of the Building. Tenants shall not sweep or throw or permit to be swept or thrown any dirt, garbage or other substances out of the windows or into any of the halls, stairways, Common Areas, elevators or elevator shafts.
- M. *Moving*: Tenant will schedule all moving of furniture including, but not limited to, move-in and move-outs with Owner's or the Agent's main office at least one week in advance. Prior to all move-ins and move-outs, Tenant must obtain a moving permit from the managing agent and post a security deposit of \$500 by certified check or cash to cover potential damages to hallways, wall treatments, carpeting, lighting and other damage in or to Common Areas. Tenant is responsible for all damages caused by Tenant's movers. If no damage is done, the security deposit will be promptly returned. Tenant may use only the Service Elevator (and not any passenger elevator), to move furniture and possessions and such use shall be only on designated days and hours and shall be in accordance with the Rules of the Building that apply to the Service Elevator. Moving is permitted Monday through Friday (excluding legal holidays) but may not begin before 9:00 a.m. nor continue after 5:00 p.m. Owner shall not be liable for any costs, expenses or damages incurred by Tenant in moving because of delays caused by the unavailability of the Service Elevator or otherwise.
- N. *Appliances*: Appliances installed by Owner will be maintained and repaired or replaced by Owner. However, if repairs or replacements are made necessary because of Tenant's negligence or misuse, as determined by Owner, Tenant will pay Owner for the cost of such repair or replacement as Additional Rent.
- O. *Laundry and Other Facilities*: (i) If Owner permits Tenant to use any laundry or any other facility located in the Building (except as otherwise stated elsewhere in this Lease), the use of any of these facilities is at Tenant's own risk, except for loss suffered due to Owner's negligence. Tenant shall not exceed the load limits of any laundry facilities in the Building or Apartment and shall not use such facilities for cleaning rugs, carpet or similar bulky items. Owner has no obligation to provide laundry or any other facility and Owner may discontinue such service at any time with no reduction in rent. Tenant understands that any laundry facilities may be owned and/or operated by either Owner or by an outside vendor in Owner's discretion, will comply with all payment and operating procedures adopted by Owner or such outside vendor, and, if provided by an outside vendor, will look solely to such vendor in connection with any claim or complaint in connection therewith; and (ii) any other facilities or services provided by Owner (such as storage

lockers) are subject to limited availability and will be provided to tenants subject to such limited availability. If a facility or service provided by Owner is not available to Tenant at any particular time, then Tenant shall not have any claim or right to reduce or withhold Rent in any amount for any period of time.

- P. *Smoke Detector*: Owner is not responsible for any servicing or maintenance of the smoke detector, including, but not limited to, the replacement of batteries, if applicable, except as provided by applicable law or statute. If a smoke detector has been installed in the Apartment, Tenant acknowledges that Tenant has inspected it and that it is in good working order. Tenant will be liable to Owner for any damage resulting from the failure to keep it in good working order. Owner will not be liable for any damage caused by the failure of such detector to operate properly.
- Q. *Security*: Owner makes no representation and assumes no responsibility whatsoever with respect to the functioning or operation of any of the human or mechanical security systems which Owner does or may provide, including, without limitation, desk person, lobby attendants, or TV monitoring. Owner will not be responsible or liable for any bodily harm or property loss or damage of any kind or nature which Tenant or any other occupant or guest may suffer or incur by reason of any claim that Owner, its agents or employees or any mechanical or electronic system in the Building has been negligent or has not functioned properly or that some other or additional security measure or system could have prevented the bodily harm or property loss or damage. Owner recommends that Tenant obtain its own liability and property insurance against any injury, loss or damage at the Apartment or arising out of Tenant's activities, or to the Apartment or the contents thereof.
- R. *Tenant's Security System*: Tenant must obtain Owner's prior written consent to install a security system. If Tenant installs a security system, Owner will not be responsible for the maintenance of same. Neither Owner, agent, superintendent nor any building employees will be responsible for responding to any alarm or security alert.
- S. *Recreational Facilities*: Tenant expressly assumes all liability with respect to their own health and condition with respect to Tenant's use of any fitness or recreational facility located in the Building including, but not limited to, fitness center, roof deck and bike storage or any other fitness or (recreational or similar facilities that Owner may provide in its sole and absolute discretion. Any use of such recreational facilities by Tenant or any other person who lives in the Apartment or visits the Apartment or the Building as Tenant's guest or with Tenant's permission shall be at the sole risk of Tenant or such other person, and Tenant hereby releases Owner and its agents and agrees to indemnify, defend and hold Owner and its agents harmless from any cost, expense and liability to such other persons arising out of Tenant's or such other person's use of such recreational facilities. Misuse of or carelessness regarding any such recreational facilities by Tenant or any such other person or guest shall be considered objectionable conduct under this Lease. Owner shall not be liable if any of the above recreational facilities, are not available for Tenant's use at any particular time and Tenant shall not be entitled to any reduction in rent if such recreational facilities are not provided as the result of events including, but not limited to, building maintenance. Tenant shall be responsible for any damage to any recreational facilities and/or the furniture or equipment located in such recreational facilities caused by Tenant or Tenant's guests. Any repairs to or replacement of such recreational facilities, furniture or equipment for which Tenant is responsible may be made or purchased by Owner and charged to Tenant as Additional Rent.
- T. *Repairs*: Notice of any defective condition, service or facility must be given to Owner or its Agent in writing in accordance with the Notice provision of this Lease or otherwise as Owner may direct. No complaint to any building staff (including, but not limited to, the superintendent, doorman, porter, or handyman) whether orally or in writing will be considered notification to Owner and no statement, promise or representation by such persons will be considered binding on Owner. Upon Tenant's discovery of any defective condition Tenant will promptly i) give written notice to Owner in the manner provided under this Lease, and ii) in the event that the condition is not remedied or reoccurs more than five days thereafter, Tenant will give an additional notice to Owner of such condition, unless the condition complained of is of an emergency or hazardous nature in which event Tenant will give additional notice on a daily basis until corrected. In the event that Tenant fails to give follow up notice in writing, the condition will be deemed corrected by Owner. No portion of the Rent is being paid for services not required by law or specifically required by this Lease. Any disruption, interruption, suspension or discontinuance of such services will not constitute a decrease in services.
- U. *Air Conditioning*: Owner may furnish cooling to the Apartment through the Building's central air conditioning system and peripheral units within the Apartment as needed, in the sole discretion of Owner, during the cooling season. The electricity required to operate the peripheral fan in the units as well as any heaters in the Apartment is supplied by electrical service obtained by Tenant from the utility and is at Tenant's sole cost and expense. Owner has made no representation as to the costs thereof. Tenant shall permit the Building staff access to the Apartment to periodically change or clean the air conditioning filters in the air conditioning unit(s) in the Apartment and shall take diligent steps to comply with Owner's rules which may affect the operation and/or efficiency of the air conditioning system.
- V. *Bathrooms and Plumbing*: The bathrooms, toilets, wash basins, washers/dryers and plumbing fixtures shall only be used for the purposes for which they were designed or built; sweepings, rubbish bags, acids or other substances shall not be placed in them. Any repairs made necessary by a blockage of pipes, damage or alteration to the Building or other apartments resulting from misuse of toilets, sinks, bathtub, showers or other apparatus or fixtures shall be paid for by the tenant in whose apartment the misuse occurred. The use of shower heads, steamers, shower massages or other shower devices which provide for shut off at the head are not permitted.

- W. Deliveries:** All service and delivery persons will be required to deliver all packages to the package room in the Building. Deliveries, if made, will be made from the package room or lobby to individual apartments only by building personnel. Such deliveries will be made only at such times as the Tenant of an Apartment or an authorized person is present and said Tenant or authorized person is willing to accept delivery. If the Apartment is not so occupied or delivery is declined, the package will be held in the package room until Tenant or an authorized person returns or requests delivery. In the case of packages containing perishable food or other perishable items, service or delivery persons who are registered with building personnel will be permitted to make deliveries directly to individual apartments after such service or delivery persons have received approval for such delivery from the Tenant. Owner will have no liability for perishable items or resulting from permitting such service or delivery persons access to an Apartment.
- X. Safety:** For their safety and security, Tenants must keep doors locked at all times. Tenants should familiarize themselves with the fire regulations posted or circulated by Owner, and use stairways in case of emergency. No Tenant or any of his agents, servants, employees, licensees, tenants, sublessees or visitors shall at any time bring into or keep in the Apartment any inflammable, combustible or explosive fluid, material, chemical or substance, except as shall be necessary and appropriate for the permitted uses of the Apartment and used with due care.
- Y. No Projections:** An aerial, satellite dish or antenna may not be erected on the roof or outside wall or window of the Building, or on any terrace or balcony, without the written consent of Owner. Awnings, signs or other projections shall not be attached to the outside walls of the Building or to any window, terrace or balcony. **TENANT'S STRICT ADHERENCE TO THIS RULE IS A MATERIAL REQUIREMENT OF THIS LEASE. TENANT'S FAILURE TO OBEY THIS RULE WILL BE CONSIDERED A SERIOUS VIOLATION OF AN IMPORTANT OBLIGATION BY TENANT UNDER THIS LEASE.**
- Z. Exterminating:** Agents of Owner may enter any apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.
- AA. Vehicles:** No vehicle belonging to Tenant or any other occupant of the Apartment or to a member of the family or guest, invitee or employee of a Tenant or any other occupant of the Apartment shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from the Building except for temporary parking of vehicles permitted by Owner for purposes of pickup or off-loading.
- AB. Terraces:** No Tenant shall install any plantings on any terrace or balcony.
- AC. Other:**
- i. There will be no barbecuing in the Apartment or on any terrace or balcony.
 - ii. No ventilator or air conditioning device shall be installed in any Apartment without the prior written approval of the Owner, which approval may be granted or refused in the sole discretion of the Owner.
 - iii. Tenant will be held financially responsible for all acts and damages caused by Tenant or any other occupant of the Apartment or their families, guests, invitees, pets, employees or subtenants, including any defacement or destruction of grounds or buildings.
 - iv. Nothing shall be done or kept in any Apartment or in any portion of the Building which will increase the rate of insurance of the Building or contents thereof without the express prior written consent of the Owner or its managing agent. Tenant shall not permit anything to be done or kept in his or her Apartment or in any portion of the Building which will result in the cancellation of insurance on the Building or which would be in violation of any law.
 - v. Owner shall have the right from time to time to remove or relocate any portion of the Building used for storage, service, Common Areas or laundry facilities, provided that no such removal or relocation shall result in the removal of services or a reduction of the area of the Common Areas (including the fitness center, roof deck, bike storage, parking, package room or cellar lockers) by more than 15%.
 - vi. No group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auction sale be held in any apartment or common area without the prior consent of the Owner or its agent.
 - vii. In no event shall any clients or other invitees be permitted to wait in any lobby, public hallway, vestibule or other Common Area.
 - viii. Any push carts are to be returned to the lobby promptly after use.
- AD. Window Guards:** IT IS A VIOLATION OF LAW TO REFUSE, INTERFERE WITH INSTALLATION, OR REMOVE WINDOW GUARDS WHERE REQUIRED. (SEE ATTACHED WINDOW GUARD RIDER.)
- AE. Signs:** No sign, notice or advertisement will be inscribed or exposed on or at any window or any part of the Building, except such as will have been first approved in writing by Owner or Owner's managing agent.
- AF. Clothes Washers and Clothes Dryers:** Notwithstanding anything to the contrary contained in this Lease, Tenant shall not install any clothes washing machine or clothes dryer machine in the Apartment. The only clothes washing machine and dryer allowed in the Apartment are those installed by Owner.
- AG. Storage:** To the extent storage facilities are available, during the term of this Lease, Tenant may be permitted to utilize

such storage space during the term of this Lease. Owner makes no representation that storage space will be available, and, if available, that it will be available to all tenants. If storage space is available, Tenant's use of any storage space will be pursuant to a separate License Agreement at an additional fee and the payment thereof shall be deemed to be additional rent. Tenant shall be responsible for providing a lock for the storage space. Owner shall bear no liability and shall be held harmless by Tenant regarding any property placed by Tenant in the storage space. It is expressly understood that Tenant shall bear the full risk in voluntarily electing to place any personal property in the storage space. It is agreed and understood that any personal property not removed by Tenant from or on the storage space (including the lock) within three (3) days after Tenant has vacated the Apartment, shall be deemed abandoned by Tenant, such that such personal property (and the lock) may be removed and disposed of by the Owner without liability.

Owner shall have the right to eliminate the storage space assigned to Tenant, reduce the size of the storage space, relocate the storage space and limit and/or prohibit access to the storage space in connection with repairs and/or maintenance to the storage space, any other storage space or to the adjoining area(s) of the Building. If Tenant defaults in connection with any obligation with respect to the storage space, including, but not limited to, a default under any separate agreement signed by Tenant in connection with the storage space, then said default shall be deemed to be a default under this Lease and said default shall give Owner the right to terminate this Lease and the right to exercise any and all remedies available to Owner, under this Lease, at law, or in equity, in connection with any default under this Lease. If Owner eliminates the storage space, then Owner shall have the right to terminate Tenant's right to use the storage space by giving Tenant written notice thereof. If Tenant's right to use the storage space is terminated or if the amount of storage space is reduced, relocated or eliminated or if Tenant's access to the storage space is limited and/or prohibited to facilitate any repairs and/or maintenance, then Owner shall not have any liability to Tenant and Tenant shall not be entitled to any compensation or diminution of abatement of rent, and said termination, diminution, relocation, limitation, prohibition or elimination shall not be deemed to constitute a constructive, actual, or partial eviction. Notwithstanding anything to the contrary contained in this Lease, Tenant shall not have any right to use any storage space following termination of this Lease and/or vacating the Apartment.

AH. Bicycle Storage: To the extent such facilities are available, during the term of this Lease, Tenant may be permitted to utilize such bicycle storage during the term of this Lease. Owner makes no representation that such bicycle storage will be available, and, if available, that it will be available to all Tenants. If such bicycle storage is available, Tenant's use of any bicycle storage space will be pursuant to a separate License Agreement at an additional fee and the payment thereof shall be deemed to be additional rent. Owner shall bear no liability and shall be held harmless by Tenant regarding any property placed by Tenant in such bicycle storage. It is expressly understood that Tenant shall bear the full risk in voluntarily electing to place any personal property in such facility. It is agreed and understood that any personal property not removed by Tenant from or on the bicycle storage within three (3) days after Tenant has vacated the Apartment, shall be deemed abandoned by Tenant, such that such personal property may be removed and disposed of by Owner without liability.

Owner shall have the right to eliminate bicycle storage space assigned to Tenant, reduce the size of bicycle storage space, relocate bicycle storage space and limit and/or prohibit access to bicycle storage space in connection with repairs and/or maintenance to bicycle storage space, any other bicycle storage space or to the adjoining area(s) of the Building. If Tenant defaults in connection with any obligation of Tenant with respect to the bicycle storage, including, but not limited to, a default under any separate agreement signed by Tenant in connection with the bicycle storage space, then said default shall be deemed to be a default under this Lease and said default shall give Owner the right to terminate this Lease and the right to exercise any and all remedies available to Owner, under this Lease, at law, or in equity, in connection with any default under this Lease. If Owner eliminates the bicycle storage space, then Owner shall have the right to terminate Tenant's right to use the bicycle storage space by giving written notice thereof to Tenant. If Tenant's right to use the bicycle storage space is terminated or if the bicycle storage space is reduced, relocated or eliminated or if Tenant's access to the bicycle storage space is limited and/or prohibited to facilitate any repairs and/or maintenance, then Owner shall not have any liability to Tenant and Tenant shall not be entitled to any compensation or diminution of abatement of rent, and said termination, diminution, relocation, limitation, prohibition or elimination shall not be deemed to constitute a constructive, actual, or partial eviction. Notwithstanding anything to the contrary contained in this Lease, Tenant shall not have any right to use any bicycle storage space following the termination of this Lease and/or Tenant vacating the Apartment.

AI. Preventing Moisture and Mildew: Tenant acknowledges that it is necessary for Tenant to provide appropriate climate control in the Apartment and take other measures to retard and prevent mold and mildew from accumulating in the Apartment. Tenant shall: (i) maintain the Apartment in clean condition, dust the Apartment on a regular basis and remove any visible moisture accumulation in or on the leased premises, including on windows, walls, floors, ceilings, bathroom fixtures, and other surfaces; mop up spills and thoroughly dry affected area as soon as possible after occurrence; and (ii) not block or cover any of the heating, ventilation or air-conditioning ducts in the Apartment and keep climate and moisture in the Apartment at reasonable levels. Tenant shall promptly notify management in writing of the presence of the following conditions: (i) any evidence of a water leak or excessive moisture or standing water

'781 Metropolitan Ave JV LLC'

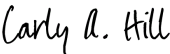
inside the Apartment or in any Common Area or the garage at the Building; (ii) any evidence of mold or mildew-like growth in the Apartment that persists after tenant has tried several times to remove it with a common household cleaner containing disinfectants and/or bleach, (iii) any failure or malfunction in the heating, ventilation and air conditioning systems or the laundry equipment, if any, in the Apartment; and, (iv) any inoperable doors or windows. If Tenant fails to comply with the provisions of this Article, then, in addition to Tenant's obligation to indemnify Owner in accordance with the terms of this Lease for all damage, loss, cost and expense, suffered or incurred by Owner in connection with said failure to comply, Tenant shall also be responsible for all damage or loss to and all costs and/or expenses suffered or incurred by Tenant, Your personal property and other occupants of the Building and their respective personal property.

AJ. Window Cleaning: Tenant shall not clean or arrange for the cleaning of (other than as described in this paragraph) the outside of any windows in the Apartment. All such window cleaning shall be arranged through Owner. Tenant shall notify Owner in accordance with the notice provisions of this Lease, or otherwise as Owner may direct, if Tenant desires to have its windows cleaned. Tenant shall pay, as Additional Rent hereunder, any charges for window cleaning assessed by Owner or any outside service.

AK. Service Elevators: Freight elevator service may be provided by Owner in its sole discretion. Owner may impose any rules and/or fees with respect to any freight or service elevator as it may determine necessary or appropriate in its sole discretion.

The parties, understanding their agreements and obligations under this Lease, have signed this Lease and agree to be bound by the provisions hereof.

781 Metropolitan Ave JV LLC

DocuSigned by:

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9/28/2023

Carly Hill (Tenant)

Date

(Landlord)

Date

'781 Metropolitan Ave JV LLC'

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED September 27, 2023 BETWEEN 781 METROPOLITAN AVE JV LLC (OWNER/AGENT) AND Carly Hill (TENANT) REGARDING APARTMENT 409 IN THE PREMISES LOCATED AT 371 HUMBOLDT STREET, BROOKLYN, NY 11211. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

**§ 421-A RIDER TO LEASE AGREEMENT
(25 YEAR 421-A FINAL BENEFITS) MARKET RATE UNITS**

Tenant ("You") are about to sign and deliver to Owner a Lease or a Lease Renewal (the "Lease") for the Apartment in the Building indicated above, dated as of the date shown above. In order to induce Owner to sign the Lease and rent the Apartment to You, You acknowledge and agree that

I. NOTICE REGARDING EXPIRATION OF RENT STABILIZATION - § 421-A 2.2% RENT INCREASES.

OWNER HAS OBTAINED OR EXPECTS TO OBTAIN REAL ESTATE TAX EXEMPTION BENEFITS PURSUANT TO REAL PROPERTY TAX LAW SECTION 421- A ("§ 421-A"). SOLELY AS A RESULT OF THIS, AS LONG AS OWNER RECEIVES § 421-A BENEFITS, THE APARTMENT WILL BE SUBJECT TO THE RENT STABILIZATION LAW ("RSL") AND CODE ("CODE"). UPON THE EXPIRATION OF THE LEASE IN EFFECT WHEN THE § 421-A TAX BENEFITS END, THE APARTMENT WILL NO LONGER BE RENT STABILIZED.

UNDER THE TERMS OF § 421-A, THE REGULATIONS PROMULGATED BY THE NEW YORK CITY DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT AND THE RSL AND CODE, THERE IS A "GRADUAL DIMINUTION" OF THE § 421-A TAX BENEFITS. EFFECTIVE ON THE ANNIVERSARY DATE OF THE COMMENCEMENT OF THE INITIAL LEASE ISSUED TO YOU FOR THIS APARTMENT DURING THE FIRST YEAR OF SUCH GRADUAL DIMINUTION OF BENEFITS (THE "ANNIVERSARY DATE"), OWNER WILL BEGIN TO CHARGE AND COLLECT FROM YOU EACH MONTH AN AMOUNT EQUAL TO 2.2% OF THE APARTMENT'S ACTUAL MONTHLY RENT IN EFFECT AT THE COMMENCEMENT OF THE GRADUAL DIMINUTION PERIOD ("THE 2.2% RENT INCREASE"). THE FIRST YEAR OF GRADUAL DIMINUTION BEGINS IN THE TWENTY-FIRST YEAR OF PARTIAL TAX EXEMPTION BENEFITS, WHICH IS PROJECTED TO OCCUR DURING THE CITY'S JULY 1, 2038 THROUGH JUNE 30, 2039 FISCAL YEAR. THUS, THE FIRST 2.2% RENT INCREASE IS PROJECTED TO START ON THE ANNIVERSARY DATE DURING THE 2038-2039 FISCAL YEAR. THEREAFTER, THERE WILL BE FOUR (4) 2.2% RENT INCREASES ON EACH SUCCESSIVE ANNIVERSARY DATE. THESE 2.2% RENT INCREASES ARE IN ADDITION TO ANY OTHER RENT INCREASES THAT MAY BE PERMITTED UNDER RENT STABILIZATION. IN THE EVENT OWNER FAILS TO COLLECT THE 2.2% RENT

INCREASE IN ANY PARTICULAR YEAR OR YEARS, THE MISSED INCREASE MAY BE COLLECTED AT A LATER TIME, BUT PROSPECTIVELY ONLY. AT THE EXPIRATION OF THE PARTIAL TAX EXEMPTION PERIOD, THE OWNER IS ENTITLED TO PERPETUALLY CONTINUE TO COLLECT AS ADDITIONAL RENT THE LAST CUMULATIVE AMOUNT OF THE ADDITIONAL RENT CHARGED BEFORE THE EXPIRATION OF THE PARTIAL TAX EXEMPTION PERIOD.

§ 421-A PROVIDES THAT THE BUILDING WILL BE SUBJECT TO THE RSL FOR TWENTY-FIVE (25) YEARS, AND, UNLESS THE PRESENT LAWS ARE CHANGED, THE APARTMENT WILL ALSO BE SUBJECT TO STANDARD RENT INCREASES ON LEASE RENEWALS DURING SAID TWENTY-FIVE (25) YEAR PERIOD, AS APPROVED BY THE RENT GUIDELINES BOARD. ANY INCREASES GRANTED BY THE RENT GUIDELINES BOARD SHALL BE MADE TO THE RENT SHOWN IN THE ORIGINAL LEASE OR THE

'781 Metropolitan Ave JV LLC'

MOST RECENT LEASE RENEWAL NOTICE AS APPLICABLE.

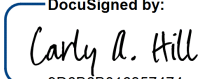
OWNER IN GOOD FAITH BELIEVES THAT THE § 421-A TAX BENEFITS WILL EXPIRE ON OR ABOUT JUNE 30, 2043. AFTER SUCH DATE, THE APARTMENT WILL NOT BE REGULATED AS TO THE AMOUNT OF RENT THAT MAY BE CHARGED FOR THE APARTMENT NOR WILL THE OWNER BE LEGALLY OBLIGATED TO RENEW THE LEASE. IF THE OWNER SHOULD ELECT TO RENEW THE LEASE AT THAT TIME, THE OWNER WILL NOT BE LEGALLY BOUND BY ANY GOVERNMENTAL RENT GUIDELINES AND MAY CHARGE AN UNREGULATED RENT.

TENANT ACKNOWLEDGES THAT HE OR SHE HAS BEEN INFORMED OF OWNER'S RIGHT TO INCLUDE THIS PROVISION IN THE LEASE.

II. YOUR CONFIRMATION.

By signing this Rider below, You confirm that You have read and understand this Rider, and that You agree to all of its terms and requirements. If more than one person is a tenant under the Lease, each of us signing below, acknowledges, represents and agrees with the foregoing.

781 Metropolitan Ave JV LLC

DocuSigned by:		
	9/28/2023	
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_____ Carly Hill (Tenant)	_____ Date	_____ (Landlord) Date

'781 Metropolitan Ave JV LLC'



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): Carly Hill

Subject Premises: 371 Humboldt Street #607, Brooklyn, NY 11211

Apt.#: 409

Date of vacancy lease: September 27, 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:

781 Metropolitan Ave JV LLC

DocuSigned by:

Carly A. Hill

9/28/2023

9D6B6B016357474

Carly Hill (Tenant)

Date

(Landlord)

Date

'781 Metropolitan Ave JV LLC'



State of New York
 Division of Housing and Community Renewal
 Office of Rent Administration
 Gertz Plaza
 92-31 Union Hall Street
 Jamaica, New York 11433
 Web Site: www.hcr.ny.gov

Revision Date: March 2023

New York City LEASE Rider For Rent Stabilized Tenants

**FAILURE BY AN OWNER TO ATTACH A COPY OF THIS RIDER TO THE TENANT'S
 LEASE WITHOUT CAUSE MAY RESULT IN A FINE OR OTHER SANCTIONS**

NOTICE

This Rider, with this Notice, must be attached to all vacancy and renewal leases for rent stabilized apartments. This Rider was prepared pursuant to Section 26-511(d) of the New York City Rent Stabilization Law.

This Rider must be in a print size larger than the print size of the lease to which the Rider is attached. The following language must appear in bold print upon the face of each lease: **"ATTACHED RIDER SETS FORTH RIGHTS AND OBLIGATIONS OF TENANTS AND LANDLORDS UNDER THE RENT STABILIZATION LAW."**

This Rider has been updated to reflect the changes made by the Housing Stability and Tenant Protection Act of 2019.

Section 1 (If this is a renewal lease, do not complete section 1, go to section 2)

If Box A is checked, the owner **MUST** show how the rental amount provided for in such vacancy lease has been computed above the previous legal regulated rent by completing the following chart. In addition, the owner **MUST** complete the Notice To Tenant Disclosure of Bedbug Infestation History, as required by the NYC Housing Maintenance Code Section 27-2018.1, which is required to be served on the tenant with this Lease Rider.

ANY INCREASE ABOVE THE PREVIOUS LEGAL REGULATED RENT MUST BE IN ACCORDANCE WITH ADJUSTMENTS PERMITTED BY THE RENT LAWS and RENT STABILIZATION CODE.

VACANCY LEASE RENT CALCULATION

Status of Apartment and Last Tenant (Owner to Check and Complete Appropriate Box - (A), (B), (C), or (D). Choose only one.)

(A) ☒ This apartment was rent stabilized when the last tenant moved out.

Address: 371 Humboldt Street Brooklyn, NY 11211 Apt.# 607

1. Previous Legal Regulated Rent \$3,834.85
 2. Guideline increase based on **1 year** lease. **(3.25%)** (Note: a guideline increase, if authorized by the Rent Guidelines Board, can only be taken once per guideline year)
 3. Individual Apartment Improvements (IAI)
 In order to collect rent increase for the IAI, you **MUST** complete the itemized list below and enter the increase in **Line 3-G** (below).
- ☐ **Tenant Request for Documentation**
 Check the box if you want to request at this time, from the owner, copies of documentation (e.g., bills, invoices, cancelled checks, etc.) that clarify and support the individual apartment improvement(s) cost detailed in this rider. If you do not request it now, you have the lawful right to request it within 60 days of the execution of the lease, by certified mail and the owner must then provide the documentation within 30 days either by certified mail or by personal delivery with a signed acknowledgement receipt by tenant. (Refer to Rider Section 3, Provision 4 - Other Rent Increases, Individual Apartment Improvements.)

'781 Metropolitan Ave JV LLC'

Individual Apartment Improvements (IAI)**NOTE:** Before completing this section, refer to the IAI limitations described in Section 3 - Provision 4 of this document.**Items****3-A. Bathroom Renovation (check all applicable items)**

- ☐ Complete Renovation (if this box is checked you are not required to check Individual Items)

OR

- ☐ Individual Items
(check all applicable items)
- ☐ Sink
- ☐ Shower Body
- ☐ Toilet
- ☐ Tub
- ☐ Plumbing
- ☐ Cabinets
- ☐ Vanity
- ☐ Floors and/or Wall Tiles
- ☐ Other (describe) _____

Total Costs for Parts and Labor **3-A.** **\$0.00****3-B. Kitchen Renovation (check all applicable items)**

- ☐ Complete Renovation (if this box is checked you are not required to check Individual Items)

OR

- ☐ Individual Items
(check all applicable items)
- ☐ Sink
- ☐ Stove
- ☐ Refrigerator
- ☐ Dishwasher
- ☐ Cabinets
- ☐ Plumbing
- ☐ Floors and/or Wall Tiles
- ☐ Countertops
- ☐ Other (describe) _____

Total Costs for Parts and Labor **3-B.** **\$0.00****3-C. Other (check all applicable items)**

- ☐ Doors
- ☐ Windows
- ☐ Radiators
- ☐ Light Fixtures
- ☐ Electrical Work
- ☐ Sheetrock
- ☐ Other (describe) _____

Total Costs for Parts and Labor **3-C.** **\$0.00****3-D. Subtotal Costs for Parts and Labor (sum of 3-A, 3-B and 3-C)****3-D.** \$ _____**3-E. Total Costs for Parts and Labor for Prior IAIs Collected on or after 6/14/19 (excluding 3-D)****3-E.** **\$0.00****3-F. Calculating the allowable IAI increase for this installation: \$15,000 – 3-E****3-F.** **\$0.00****3-G. Total IAI Rent Increase (1/168th or 1/180th of Line 3-D or Line 3-F, 3-G. WHICHEVER IS LESS)****3-G.** **\$0.00**

'781 Metropolitan Ave JV LLC'

Note: 1/168th if the building has 35 or fewer units. 1/180th if the building is over 35 units.

4. New Legal Regulated Rent (sum of 1, 2 and 3-G)	<u>\$3,949.90</u>	
4A. Preferential Rent* or Higher Actual Rent** (if charged)	\$ _____	<u>\$3,949.90</u> (enter 4 or 4A)
5. Air Conditioner Surcharges		<u>\$0.00</u>
6. Appliance Surcharges (Tenant-installed washer, dryer, dishwasher)		<u>\$0.00</u>
7. Ancillary Services charged (e.g., garage)		<u>\$0.00</u>
8. Other (specify) <u>2.2% Surcharges previously taken</u>	\$ _____	
9. New Tenant's Total Payment		<u>\$3,949.90</u>

* If a "preferential rent" is being charged, please read Provision #17 of this Rider.

** If a "higher actual rent" is being charged, authorized by a regulatory agreement, please read Provision #14 of this rider.

(B) ☐ This apartment was Rent Controlled at the time the last tenant moved out. This tenant is the first rent stabilized tenant and the rent agreed to and stated in the lease to which this Rider is attached is \$ _____. The owner is entitled to charge a market rent to the first rent stabilized tenant. The first rent charged to the first rent stabilized tenant becomes the initial legal regulated rent for the apartment under the rent stabilization system. However, if the tenant has reason to believe that this rent exceeds a "fair market rent", the tenant may file a "Fair Market Rent Appeal" with DHCR. The owner is required to give the tenant notice, on DHCR Form RR-1, of the right to file such an appeal. The notice must be served by certified mail. A tenant only has 90 days, after such notice was mailed to the tenant by the owner by certified mail, to file an appeal. Otherwise, the rent set forth on the registration form becomes the initial legal regulated rent.

(C) ☐ The rent for this apartment is an Initial or Restructured Rent pursuant to a Government Program.

(Specify Program _____) \$ _____

(D) ☐ Other(_____) \$ _____

'781 Metropolitan Ave JV LLC'

Section 2 - This section needs to be completed for vacancy and renewal leases

NOTICE: If a higher actual rent authorized by a regulatory agreement is being charged, in relation to Section A, B, C or D in Section 1 above, or in a renewal lease, DHCR Notice RA-LR3 must be attached to the lease.

Lease Rider for the housing accommodation:

371 Humboldt Street 607

Brooklyn, NY 11211

(Print Housing Accommodation's Address and Apartment Number)

Lease Start Date: **October 15, 2023** Lease End Date: **October 14 2024**

Lease Dated: **September 27, 2023**

The tenant named in the lease hereby acknowledges the contemporaneous receipt of the above lease rider for the housing accommodation stated above.

DocuSigned by:

Carly A. Hill

9/28/2023

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Carly Hill (Tenant)

Date

Subject to penalties provided by law, the owner of the housing accommodation hereby certifies that the above rider is hereby contemporaneously provided to the tenant with the signing of the lease and the information provided by the owner herein is true and accurate based on its records.

781 Metropolitan Ave JV LLC

(Landlord)

Date

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Section 3 - PROVISIONS

INTRODUCTION:

This Rider is issued by the New York State Division of Housing and Community Renewal ("DHCR"), pursuant to the Rent Stabilization Law ("RSL") and Rent Stabilization Code ("RSC"). It generally informs tenants and owners about their basic rights and responsibilities under the RSL.

This Rider does not contain every rule applicable to rent stabilized apartments. It is only informational and its provisions are not part of and do not modify the lease. However, it must be attached as an addendum to the lease. It does not otherwise replace or modify more exact or complete sections of the RSL, the RSC, any order of DHCR, or any order of the New York City Rent Guidelines Board that govern this tenancy. The owner must comply with all applicable state, federal and local fair housing laws and nondiscrimination requirements.

The Appendix lists organizations which can provide assistance to tenants and owners who have inquiries, complaints or requests relating to subjects covered in this Rider.

Tenants should keep a copy of this Rider and of any lease they sign and carefully review the summary of lawful rent increases described. Any tenant who believes that the rent they are being charged may be unlawful may consider requesting a rent history of their apartment from DHCR (www.hcr.ny.gov). After reviewing the rent history, the tenant can make an informed decision whether to file form RA-89 "Tenant's Complaint of Rent and/or Other Specific Overcharges in a Rent Stabilized Apartment."

1. RENEWAL LEASES

The owner is entitled to increase the rent when a tenant renews a lease ("renewal lease"). Each year, effective October 1, the New York City Rent Guidelines Board sets the percentage of maximum permissible increase over the immediately preceding September 30th rent for leases which will begin during the year for which the guidelines order is in effect. The date a lease starts determines which guidelines order applies.

Guidelines orders provide increases for Renewal Leases. The renewing tenant has the choice of the length of the lease. Different percentages are set for rent increases for leases of one or two years. For additional information see DHCR Fact Sheet #26.

2. VACANCY LEASES

The owner is entitled to increase the previous legal regulated rent when a new tenant enters into a lease for the first time and this is referred to as a vacancy lease. The tenant may choose between a one or two-year lease term. The allowable increase is set by the Rent Guidelines Board. However, no more than one guideline board increase may be added per guideline year. Lawful Major Capital Improvement and Individual Apartment Improvements may also be added to the rent.

3. SECURITY DEPOSITS

An owner may collect a security deposit no greater than one month's rent. When the rent is increased, the owner may charge an additional amount to bring the security deposit up to the full amount of the increased rent to which the owner is entitled. If a preferential rent is being charged, the amount of the security deposit collected can be no higher than the preferential rent.

A security deposit must be deposited in an interest bearing trust account in a banking organization in New York State. The tenant has the option of applying the interest to the rent, leaving the interest in the bank or receiving the interest annually. For additional information see DHCR Fact Sheet #9.

4. OTHER RENT INCREASES

In addition to guideline increases, the rent may be permanently increased based upon the following:

(A) Individual Apartment Improvements (IAI) – When an owner installs a new appliance or makes an improvement to an apartment the owner may be entitled to an IAI rent Increase. Tenant written consent for the improvement and rent increase is only required if the apartment is occupied by a tenant. It is not required for a vacant apartment.

In buildings with 35 units or less, the increase is limited to 1/168th of the cost of the improvement. In buildings with more than 35 units, the increase is limited to 1/180th of the cost of the improvement.

No more than three IAI increases can be collected in a 15-year period and the total cost of the improvements eligible for a rent increase calculation cannot exceed \$15,000. Work must be done by a licensed contractor and there is a prohibition on common ownership between the contractor and the owner. The apartment must be free and clear of any outstanding hazardous and immediately hazardous violations. The written consent provided by the tenant in occupancy must be on a DHCR form. A translated version in

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the top 6 languages spoken other than English will be made available for review on the DHCR website. Owners are required to maintain supporting documentation and photographs for all IAI installations, which commencing June 14, 2020 will be submitted to and stored by DHCR in an electronic format. The IAI rent increase is temporary, as it must be removed from the rent in 30 years and the legal rent must be adjusted at that time for guideline increases that were previously compounded on a rent that included the IAI.

The DHCR Lease Rider offered to vacancy lease tenants contain notification to the tenant of the right to request from the owner by certified mail Individual Apartment Improvements (IAI's) supporting documentation at the time the lease is offered or within 60 days of the execution of the lease. The owner shall provide such documentation within 30 days of that request in person or by certified mail. A tenant who is not provided with that documentation upon demand may file form RA-90 "Tenant's Complaint of Owner's Failure to Renew Lease and/or Failure to Furnish a copy of a Signed Lease" to receive a DHCR Order that directs the furnishing of the IAI supporting documentation. (Refer to Rider Section 1, Individual Apartment Improvements.)

IAI rent increases cannot be collected if a DHCR order reducing rent for decreased services is in effect and has an earlier effective date. It can be collected prospectively on the effective date of a DHCR order restoring the rent.

(B) Major Capital Improvements (MCI) – An owner is permitted a rental increase for building-wide major capital improvements, such as the replacement of a boiler or new plumbing. Major Capital Improvement rent increases are prohibited in buildings that contain 35% or fewer rent regulated apartments. The owner must file an application with DHCR and all supporting documentation is audited.

DHCR may issue an order denying the increase or granting it in part or in whole and serve the order on the owner and all tenants in the building. The rent increase approved in the DHCR order is collectible prospectively, on the first day of the first month 60 days after issuance. There are no retroactive rent increases. The collection of the increase is limited to a 2% cap/yearly phase-in. The 2% cap also applies to MCI rent increases not yet collected that were approved on or after June 14, 2012. Upon vacancy, the remaining balance of the increase can be added to the legal rent. In buildings with 35 or fewer units, the cost is amortized over a 12-year period. In buildings with more than 35 units, the cost is amortized over 12 1/2 years. The building must be free and clear of any outstanding hazardous and immediately hazardous violations. The MCI rent increase is temporary and it must be removed from the rent in 30 years and the legal rent must be adjusted at that time for guideline increases that were previously compounded on a rent that included the MCI rent increase.

Vacancy lease tenants are to be notified in their lease about pending MCI applications.

(C) Hardship – An owner may apply to increase the rents of all rent stabilized apartments based on hardship when:

1. the rents are not sufficient to enable the owner to maintain approximately the same average annual net income for a current three-year period as compared with the annual net income which prevailed on the average over the period 1968 through 1970, or for the first three years of operation if the building was completed since 1968, or for the first three years the owner owned the building if the owner cannot obtain records for the years 1968-1970; or
2. where the annual gross rental income does not exceed the annual operating expenses by a sum equal to at least 5% of such gross income.

If an application for a rent increase based on a major capital improvement or hardship is granted, the owner may charge the increase during the term of an existing lease only if the lease contains a clause specifically authorizing the owner to do so.

5. RENT REGISTRATION

(A) Initial

An owner must register an apartment's rent and services with DHCR when the building first becomes subject to the RSL and in adherence to any related regulatory agreements and/or tax benefit programs.

(B) Annual

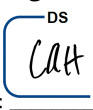
The annual registration must be filed with DHCR no earlier than April 1st of each year. At the time of such filing, the owner must provide each tenant with the tenant's copy.

(C) Penalties

Failure to register may result in such penalties, rent reductions, and other remedies as permitted by law.

6. RENEWAL LEASES

A tenant has a right to a renewal lease, with certain exceptions (see Provision 10 of this Rider, "When An

RA-LR1 (3/23) Initials: 

Owner May Refuse To Renew A Lease”).

At least 90 days and not more than 150 days before the expiration of a lease, the owner is required to notify the tenant in writing that the lease will soon expire. That notice must also offer the tenant the choice of a one or two-year lease at the permissible guidelines increase. After receiving the notice, the tenant always has 60 days to accept the owner's offer, whether or not the offer is made within the above time period, or even beyond the expiration of the lease term.

Any renewal lease, except for the amount of rent and duration of its term, is required to be on the same terms and conditions as the expired lease, and a fully executed copy of the same must be provided to the tenant within 30 days from the owner's receipt of the renewal lease or renewal form signed by the tenant. If the owner does not return a copy of such fully executed Renewal Lease Form to the tenant within 30 days of receiving the signed renewal lease from the tenant, the tenant is responsible for payment of the new lease rent and may file a "Tenant's Complaint of Owner's Failure to Renew Lease and/or Failure to Furnish a Copy of a Signed Lease" (DHCR Form RA-90). DHCR shall order the owner to furnish the copy of the renewal lease or form. If the owner does not comply within 20 days of such order, the owner shall not be entitled to collect a rent guideline increase until the lease or form is provided.

It is illegal for an owner to require a rent stabilized tenant to provide immigration status information or a Social Security number as a condition to renewing the lease. (For additional information on the rights of foreign-born tenants see DHCR Fact Sheet #45.)

If a tenant wishes to remain in occupancy beyond the expiration of the lease, the tenant may not refuse to sign a proper renewal lease. If the tenant does refuse to sign a proper renewal lease, he or she may be subject to an eviction proceeding.

An owner may add to a renewal lease the following clauses even if such clauses were not included in the tenant's prior lease:

- (A) the rent may be adjusted by the owner on the basis of Rent Guidelines Board or DHCR Orders;
- (B) if the owner or the lease grants permission to sublet or assign, the owner may charge a sublet allowance for a sub-tenant or assignee, provided the prime lease is a renewal lease. However, this sublet allowance may be charged even if such clause is not added to the renewal lease. (Subletting is discussed in Provision 9 of this Rider);
- (C)(1) if the building in which the apartment is located is receiving 421-a (1-15) tax benefits, a clause may be added providing for an annual or other periodic rent increase over the initial rent at an average rate of not more than 2.2 % of the amount of such initial rent per annum not to exceed nine 2.2 percent increases. Such charge shall not become part of the legal regulated rent; however, the cumulative 2.2 percent increases charged prior to the termination of tax benefits may continue to be collected as a separate charge;
- (2) provisions for rent increases if authorized under Section 423 of the Real Property Tax Law: a clause may be added to provide for an annual or other periodic rent increase over the legal regulated rent if authorized by Section 423 of the Real Property Tax Law.

7. RENEWAL LEASE SUCCESSION RIGHTS

In the event that the tenant has permanently vacated the apartment at the time of the renewal lease offer, family members who have lived with the tenant in the apartment as a primary residence for at least two years immediately prior to such permanent vacating (one year for family members who are senior citizens and disabled persons), or from the inception of the tenancy or commencement of the relationship, if for less than such periods, are entitled to a renewal lease.

"Family Member" includes the spouse, son, daughter, stepson, stepdaughter, father, mother, stepfather, stepmother, brother, sister, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law or daughter-in-law of the tenant.

"Family member" may also include any other person living with the tenant in the apartment as a primary residence who can prove emotional and financial commitment and interdependence between such person and the tenant. Examples of evidence which is considered in determining whether such emotional and financial commitment and interdependence existed are set forth in the Rent Stabilization Code. Renewal lease succession rights are also discussed in detail in DHCR Fact Sheet #30.

8. SERVICES

Written notification to the owner or managing agent should be given but is **NOT** required, before filing a decrease in service complaint with DHCR. Owners who have not received prior written notification from the tenant will however, be given additional time to respond to a complaint filed with DHCR. Applications based

on a lack of heat or hot water must be accompanied by a report from the appropriate city agency.

All emergency conditions do not require prior written notification. These include but are not limited to: vacate order (5 day notification), fire (5 day notification), no water apartment wide, no operable toilet, collapsed or collapsing ceiling or walls, collapsing floor, no heat/hot water apartment wide (violation required), broken or inoperative apartment front door lock, all elevators inoperative, no electricity apartment wide, window to fire escape (does not open), water leak (cascading water, soaking electrical fixtures), window-glass broken (not cracked), broken/unusable fire escapes, air conditioner broken (summer season). Complaints to DHCR on the appropriate DHCR form that cite any of these emergency conditions will be treated as first priority and will be processed as quickly as possible. **It is recommended that tenants use a separate DHCR form for any problematic conditions that are not on this emergency condition list.**

Certain conditions, examples of which are set forth in the Rent Stabilization Code, which have only a minimal impact on tenants, do not affect the use and enjoyment of the premises, and may exist despite regular maintenance of services. These conditions do not rise to the level of a failure to maintain required services. The passage of time during which a disputed service was not provided without complaint may be considered in determining whether a condition is de minimis. For this purpose, the passage of 4 years or more will be considered presumptive evidence that the condition is de minimis.

The amount of any rent reduction ordered by DHCR shall be reduced by any credit, abatement or offset in rent which the tenant has received pursuant to Sec. 235-b of the Real Property Law ("Warranty of Habitability") that relates to one or more conditions covered by the DHCR Order. For additional information see DHCR Fact Sheets #3, #14 and #37.

9. SUBLETTING AND ASSIGNMENT

A tenant has the right to sublet his/her apartment, even if subletting is prohibited in the lease, provided that the tenant complies strictly with the provisions of Real Property Law Section 226-b. Tenants who do not comply with these requirements may be subject to eviction proceedings. Compliance with Section 226-b is not determined by DHCR, but by a court of competent jurisdiction. If a tenant in occupancy under a renewal lease sublets his/her apartment, the owner may temporarily increase the rent by the current rent guidelines board adjustment, regardless of whether the owner has increased the rent by the guidelines board amount within the prior twelve months. This charge may be passed on to the sub-tenant. However, upon termination of the sublease, the Legal Regulated Rent shall revert to the Legal Regulated Rent without such temporary increase. The rent increase is the allowance provided by the NYC Rent Guidelines Board available when the tenant's lease commenced, and it takes effect when the subletting takes place.

A tenant who sublets his/her apartment is entitled to charge the sub-tenant the rent permitted under the Rent Stabilization Law, and may charge a 10% surcharge payable to the tenant only if the apartment sublet is fully furnished with the tenant's furniture. Where the tenant charges the sub-tenant any additional rent above such surcharge and sublet allowance, if applicable, the tenant shall be required to pay to the sub-tenant a penalty of three times the rent overcharge, and may also be required to pay interest and attorney's fees. The tenant may also be subject to an eviction proceeding.

Assignment of Leases

In an assignment, a tenant transfers the entire remainder of his or her lease to another person (the assignee), and gives up all of his/her rights to reoccupy the apartment.

Pursuant to the provisions of Real Property Law Section 226-b, a tenant may not assign his/her lease without the written consent of the owner, unless the lease expressly provides otherwise. If the owner consents to the assignment of the lease, the owner may increase the rent as if the assignee was entering into a new lease following permanent vacancy. Such increase shall remain part of the Legal Regulated Rent for any subsequent renewal lease.

An owner is not required to have reasonable grounds to refuse to consent to the assignment. However, if the owner unreasonably refuses consent, the owner must release the tenant from the remainder of the lease, if the tenant, upon 30 days' notice to the owner, requests to be released.

If the owner refuses to consent to an assignment and does have reasonable grounds for withholding consent, the tenant cannot assign and the owner is not required to release the tenant from the lease. For additional information see, DHCR Fact Sheet #7.

10. WHEN AN OWNER MAY REFUSE TO RENEW A LEASE

As long as a tenant pays the lawful rent to which the owner is entitled, the tenant, except for the specific grounds stated in the Rent Stabilization Law and Rent Stabilization Code, is entitled to remain in the apartment. An owner may not harass a tenant by engaging in an intentional course of conduct intended to

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make the tenant move from his/ her apartment.

Below are listed some but not all grounds for eviction:

Without DHCR consent, the owner may refuse to renew a lease and bring an eviction action in Civil Court at the expiration of the lease on any of the following grounds:

- (A) the tenant refuses to sign a proper renewal lease offered by the owner;
- (B) the owner, because of immediate and compelling necessity, seeks to recover the apartment in good faith for personal use and occupancy as a primary residence or for the personal use and occupancy as a primary residence of members of the owner's immediate family; Note that the owner is only permitted to do this for one apartment in a building subject to regulation.
- (C) the tenant does not occupy the apartment as his or her primary residence. The owner must notify the tenant in writing at least 90 and not more than 150 days prior to the expiration of the lease term of the owner's intention not to renew the lease.

With DHCR consent, the owner may refuse to renew a lease upon any of the following grounds:

- (A) the owner seeks in good faith to recover possession of the apartment for the purpose of demolishing the building and constructing a new building; or
- (B) the owner requires the apartment or the land for the owner's own use in connection with a business which the owner owns and operates.

A tenant will be served with a copy of the owner's application and has a right to object. If the owner's application is granted, the owner may bring an eviction action in Civil Court.

11. EVICTION WHILE THE LEASE IS IN EFFECT

The owner may bring an action in Civil Court to evict a tenant during the term of the lease for the grounds stated in the Rent Stabilization Law and Rent Stabilization Code.

Below are listed some but not all grounds for eviction:

- (A) does not pay rent;
- (B) is violating a substantial obligation of the tenancy;
- (C) is committing or permitting a nuisance;
- (D) is illegally using or occupying the apartment;
- (E) has unreasonably refused the owner access to the apartment for the purpose of making necessary repairs or improvements required by law or authorized by DHCR, or for the purpose of inspection or showing. The tenant must be given at least 5 days' notice of any such inspection or showing, to be arranged at the mutual convenience of the tenant and owner, so to enable the tenant to be present at the inspection or showing. A tenant cannot be required to permit access for inspection or showing if such requirement would be contrary to the lease.

Tenants are cautioned that causing violations of health, safety, or sanitation standards of housing maintenance laws, or permitting such violations by a member of the family or of the household or by a guest, may be the basis for a court action by the owner.

12. COOPERATIVE AND CONDOMINIUM CONVERSION

Tenants who do not purchase their apartments under a Non-Eviction Conversion Plan continue to be protected by Rent Stabilization. Conversions are regulated by the New York State Attorney General. Any cooperative or condominium conversion plan accepted for filing by the New York State Attorney General's Office will include specific information about tenant rights and protections. An informational booklet about the general subject of conversion is available from the New York State Attorney General's Office.

13. SENIOR CITIZENS AND DISABILITY RENT INCREASE EXEMPTION PROGRAM

Tenants or their spouses who are 62 years of age, or older, or are persons with a disability, and whose household income level does not exceed the established income level may qualify for an exemption from guideline rent increases, hardship rent increases, major capital improvement rent increases and rent reductions for DHCR approved electrical sub-metering conversions. This exemption will only be for a portion of the increase which causes the tenant's rent to exceed one-third of the "net" household income, and is not available for increases based on new services or equipment within the apartment. Questions concerning the Senior Citizen Rent Increase Exemption (SCRIE) program and the Disability Rent Increase Exemption (DRIE) program can be addressed to the New York City Department of Finance.

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When a senior citizen or person with a disability is granted a rent increase exemption, the owner may obtain a real estate tax credit from New York City equal to the amount of the tenant's exemption. Notwithstanding any of the above, a senior citizen or person with a disability who receives a rent increase exemption is still required to pay a full month's rent as a security deposit. For additional information see DHCR Fact Sheet # 20 and # 21.

14. SPECIAL CASES AND EXCEPTIONS

Some special rules relating to stabilized rents and required services may apply to newly constructed buildings subject to regulatory agreement and/or which receive tax abatement or exemption, and to buildings rehabilitated under certain New York City, New York State, federal financing, mortgage insurance programs, or project based vouchers. The supervising government agency that sets initial legal rents may also set preferential rents. Regulatory agreements issued and approved by a state or municipal agency or other designated party may provide for actual rents that are higher than legal rents and preferential rents, as long as a government program provides rental assistance for the apartment. The tenant share is governed by the agency providing rental assistance and the regulatory agreement. The actual rent must also be separately registered. When the rental assistance ends, either during a tenancy or upon vacancy, the lesser of the lower legal rent or preferential rent plus any lawful adjustments or a lower rent established by the regulatory agreement must be charged. This requirement is stated in plain language in DHCR Notice RA-LR3, which must be attached to all leases when higher actual rents are being charged. The rules mentioned in this Rider do not necessarily apply to rent stabilized apartments located in hotels or permanent housing accommodations with government contracted services to vulnerable individuals or individuals with disabilities who are or were homeless or at risk of homelessness. A separate Hotel Rights Notice informing permanent hotel tenants and owners of their basic rights and responsibilities under the Rent Stabilization Law is available from DHCR.

15. AIR CONDITIONER SURCHARGES

Owners are authorized to collect surcharges from rent stabilized tenants for the use of air conditioners. DHCR issues an annual update to an Operational Bulletin in which the lawful surcharges are established for the year. A surcharge amount is established for tenants in buildings where electricity is included in the rent. These surcharges shall not become part of the legal regulated rent. Surcharges for tenants in buildings where the tenant pays for the electric utility service are prohibited. (See Operational Bulletin 84-4 and Fact Sheet # 27).

16. SURCHARGES FOR TENANT INSTALLED WASHING MACHINES, DRYERS AND DISHWASHERS

Unless a lease provides otherwise, owners are not required to allow tenants to install washing machines, dryers or dishwashers. Where a tenant requests permission from the owner to install such appliance or appliances, whether permanently installed or portable, and the owner consents, the owner may collect a surcharge or surcharges. DHCR issues periodic updates to an Operational Bulletin that sets forth surcharges for washing machines, dryers and dishwashers. One set of surcharges is established for tenants in buildings where electricity is included in the rent. Another set of surcharges is established for tenants who pay their own electricity. Such surcharges shall not become part of the rent. (See Operational Bulletin 2005-1).

17. PREFERENTIAL RENT

A preferential rent is a rent which an owner agrees to charge that is lower than the legal regulated rent that the owner could lawfully collect. The legal regulated rent is required to be written into the vacancy lease and all subsequent renewal leases in order to be preserved. The HSTPA effective June 14, 2019 while continuing to allow for both preferential and legal rents to be raised at the time of a lease renewal additionally requires that any preferential rent already being collected must continue to be offered at the time of a lease renewal. The rent increase to be collected at a lease renewal on the preferential rent must be set by applying the applicable guideline increase to the preferential rent. The legal rent cannot be collected until a vacancy occurs and can be offered to the next new vacancy lease tenant, provided that both the legal rent and the preferential rent are listed in the initial lease offering the preferential rent and every subsequent lease offering the preferential rent until the vacancy. Exceptions to these requirements may apply to preferential rents established by regulatory agreements.

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18. LANGUAGE ACCESS:

Copies of the Rider are available for informational purposes only, in languages required by DHCR's Language Access Plan and can be viewed at www.hcr.ny.gov. However, the Rider is required to be offered and executed in English only, at the issuance of a vacancy lease or renewal lease. The DHCR RTP-8 Renewal Lease Form is also required to be offered and executed in English only.

Copias de la Cláusula están disponibles con fines informativos en los idiomas requeridos por el Plan de Acceso Lingüístico de la DHCR y se pueden ver en www.hcr.ny.gov. Sin embargo, se requiere que la Cláusula se ofrezca y ejecute en inglés solamente, en la emisión de un contrato de arrendamiento por desocupación o contrato de renovación de arrendamiento. El Formulario del Contrato de Renovación de Arrendamiento RTP-8 de la DHCR también se debe ofrecer y ejecutar en inglés solamente.

Kopi Dokiman Siplemanè a disponib pou bay enfòmasyon sèlman, nan lang ki obligatwa dapre Plan Aksè nan Lang DHCR epi ou kapab wè yo sou sitwèb www.hcr.ny.gov. Men, yo fèt pou bay ak egzekite Dokiman Siplemanè a nan lang Anglè sèlman, lè y ap bay yon nouvo kontra lwaye oswa yon renouvèlman kontra lwaye. Pwopriyete kayla gen obligasyon tou pou bay ak egzekite Fòm Renouvèlman Kontra Lwaye DHCR RTP-8 nan lang Anglè sèlman.

Copie della postilla sono disponibili per finalità esclusivamente informative nelle lingue previste dal Piano di assistenza linguistica (Language Access Plan) del DHCR e sono consultabili sul sito www.hcr.ny.gov. La postilla, tuttavia, va presentata e resa esecutiva solo in lingua inglese, alla stipula di un contratto di locazione di immobile libero o di rinnovo. Anche il modulo del contratto di rinnovo RTP-8 del DHCR va presentato e perfezionato solo in lingua inglese.

Копии данного Приложения доступны исключительно в информационных целях на языках, предусмотренных Программой языкового доступа (Language Access Plan) Жилищно-коммунальной администрации на сайте www.hcr.ny.gov. Однако настоящее Приложение должно быть предложено и подписано исключительно на английском языке при подписании вновь заключенного договора аренды или договора о продлении срока аренды. Форма продления срока аренды RTP-8 Жилищно-коммунальной администрации также должна быть предложена и подписана исключительно на английском языке.

附加條款副本僅供參考，其語言格式以 DHCR 「語言服務計畫」之規定為準，且可於 www.hcr.ny.gov 查看。不過，於交付空房租約或續期租約時，本附加條款之版本與履行效力仍以英文版為主。房東亦須提供英文版的「DHCR RTP-8 續期租約表」，且履行效力同樣以英文版為主。

본 특약서의 사본은 DHCR의 언어 액세스 계획 (Language Access Plan)에서 요구하는 언어로 정보 제공의 목적으로만 제공되며, www.hcr.ny.gov 에서 볼 수 있습니다. 하지만 본 특약서는 공실 임대 계약서 또는 갱신 임대 계약서 발행 시에는 영어로만 제공 및 작성해야 합니다. DHCR RTP-8 갱신 임대 계약서 (Renewal Lease Form)도 영어로만 제공 및 작성해야 합니다.

কোডপত্রের কপি শুধুমাত্র তথ্যমূলক উদ্দেশ্যের জন্য, DHCR-এর ভাষা প্রবেশাধিকার পরিকল্পনায় প্রজনীয় ভাষাগুলোতে উপলব্ধ এবং www.hcr.ny.gov-এ দেখতে পাওয়া যেতে পারে। তবে, কোডপত্রটি একটি খালি জায়গা বা পুনর্নবীকরণ লিজ জারি করায়, শুধুমাত্র ইংরেজিতে প্রস্তাবিত ও সম্পন্ন করা প্রয়োজন। DHCR RTP-8 পুনর্নবীকরণ লিজ ফর্মও শুধুমাত্র ইংরেজিতে প্রস্তাবিত ও সম্পন্ন করা প্রয়োজন।

קאפיס פונעם ריידער זענען אוועילעבל בלויז פאר אינפארמאציע צוועקן, אין שפראכן פארלאנגט דורך DHCR שפראך צוטריט פלאן און קענען געזען ווערן אויף www.hcr.ny.gov. אבער, דער ריידער איז פארלאנגט צו ווערן צוגעשטעלט און אויסגעפירט נאר אין ענגליש, ביים ארויסגעבן א וועיקענס ליזס אדער באנייאונג ליזס. דער DHCR RTP-8 באנייאונג ליזס און אויסגעפירט נאר אין ענגליש.

Kopie Aneksu są dostępne wyłącznie w celach informacyjnych, w językach wymaganych przez Plan Dostępu Językowego DHCR (DHCR's Language Access Plan) i można się z nimi zapoznać na stronie www.hcr.ny.gov. Wymaga się jednak, aby Aneks był oferowany i zawierany wyłącznie w języku angielskim, przy zawieraniu umowy najmu na czas nieokreślony lub przedłużaniu umowy najmu. Wymaga się, aby Formularz przedłużenia umowy najmu DHCR RTP-8 był również oferowany i zawierany wyłącznie w języku angielskim.

تتوفر نسخ من الملحق لأغراض تقديم المعلومات فقط، باللغات التي تتطلبها خطة الإتاحة اللغوية لشعبة الإسكان وتجديد المجتمع (DHCR) ومن الممكن عرضها من خلال الموقع www.hcr.ny.gov. ومع ذلك، يجب عرض الملحق واستكمالها باللغة الإنجليزية فقط عند إصدار عقد تأجير الشقة الشاغرة أو عقد تجديد الإيجار. يطلب أيضاً تقديم واستكمال نموذج عقد تجديد الإيجار RTP-8 لشعبة الإسكان وتجديد المجتمع باللغة الإنجليزية فقط.

Des copies de l'avenant sont disponibles à titre d'information uniquement, dans les langues requises par le Plan d'accès aux langues de la DHCR et peuvent être consultées sur www.hcr.ny.gov. Toutefois, l'avenant doit être proposé et signé en anglais uniquement, lors de la délivrance d'un bail vacant ou de renouvellement. Le formulaire de renouvellement de bail DHCR RTP-8 doit également être offert et signé en anglais uniquement.

سوار کی کاپیاں DHCR کے لینگویج ایکسس پلان کے مطابق درکار زبانوں میں معلوماتی مقاصد کے لیے دستیاب ہیں اور www.hcr.ny.gov پر دیکھی جاسکتی ہیں۔ تاہم، رائیٹر کو صرف انگریزی میں، خالی لیز یا تجدید لیز کے اجراء پر پیش کش اور عمل درآمد کی ضرورت ہوتی ہے۔ DHCR RTP-8 تجدید لیز فارم کو بھی صرف انگریزی میں پیش کرنے اور انجام دینے کی ضرورت ہے۔

19. FEES

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There are certain fees that owners may charge tenants separate and apart from the rent for the apartment. However, fees of any kind do not become part of the legal rent or preferential rent and cannot be added to it for the purpose of calculating lease renewal increases.

Lawful fees:

Late fees where a clause in the initial vacancy lease allows for them to be charged by a certain specific date and the late fees are no more than the lesser of \$50 or 5% of the monthly rent currently being charged and collected. Preferential rents, which may also be referred to as "on-time rent," that are conditioned on prompt payment of rent or terminate upon late payment of rent are not allowed.

Legal fees can only be collected if ordered by a judge in court.

Reasonable fees for a background check when applying to be a tenant which cannot exceed \$20 per tenant subject to the background check.

Fees for window guards (\$10 per guard) are detailed in DHCR Fact Sheet # 25.

Fees for smoke alarms, carbon monoxide detectors and natural gas detectors are established by the local municipality.

Actual Fees/charges incurred for insufficient funds for a tenant's rent check that did not clear (bounced checks), if this was provided for in the initial lease.

Fees imposed by the NYC agency (Ex-HPD, HDC) that has oversight authority pursuant to a regulatory agreement.

Fees for Air Conditioners and Tenant-installed Washing Machines, Dryers and Dishwashers are detailed in DHCR's Operational Bulletin 84-4, Fact Sheet # 27, and DHCR Operational Bulletin 2005-1.

Fees for Sub-Metering or other utility services. Fees for Sub-Metering are detailed in DHCR Operational Bulletin 2014-1.

Unlawful Fees:

Fees for background checks on rent stabilized tenants in occupancy.

Fees cannot be charged to the tenant for a background check on a prospective roommate or additional family member.

Pet security deposit or fees proposed for a service animal or that are in violation of fair housing law.

Effective November 21, 2022, fees (surcharges) for tenant-installed air conditioning units if the tenant pays for the electric utility service.

Fees for owner installed air conditioner brackets are prohibited.

Fees including but not limited to damage fees, repair fees of any kind including those incurred for removal of municipal violations, painting fees, cleaning fees and other fees not established by or in excess of the amount allowed by the rent regulations or other municipal regulations are prohibited. Please note that the inappropriateness of imposing these fees through the lease may not necessarily prevent an owner from independently seeking other relief in court for objectionable conduct or damages.

The \$20 fee that must be paid by owners to the municipality for each stabilized apartment can not be passed along as a fee to the tenant.

Tenants who have been billed for fees and/or surcharges that they may believe are unlawful or untimely, have the right to file a complaint of rent overcharge on DHCR form RA-89 and/or pursue remedies in court.

'781 Metropolitan Ave JV LLC'

Appendix

Some agencies which can provide assistance

New York State Division of Housing and Community Renewal (DHCR)

DHCR is a state agency empowered to administer and enforce the Rent Laws. Tenants can contact DHCR at our website: www.hcr.ny.gov or by visiting one of our Public Information Offices listed below for assistance.

Queens

92-31 Union Hall Street
Jamaica, NY 11433

Lower Manhattan

25 Beaver Street
New York, NY 10004

Upper Manhattan

163 West 125th Street
New York, NY 10027

Bronx

One Fordham Plaza
Bronx, NY 10458

Brooklyn

55 Hanson Place
Brooklyn, NY 11217

Attorney General of the State of New York - www.ag.ny.gov

120 Broadway, New York, NY 10271

Consumer Frauds and Protection Bureau

- investigates and enjoins illegal or fraudulent business practices, including the overcharging of rent and mishandling of rent security deposits by owners.

Real Estate Financing Bureau

- administers and enforces the laws governing cooperative and condominium conversions. Investigates complaints from tenants in buildings undergoing cooperative or condominium conversion concerning allegations of improper disclosure, harassment, and misleading information.

Various New York City Agencies such as Housing Preservation and Development, Finance and Buildings can be contacted at 311.

DHCR has approved this form and font size as in compliance with RSC section 2522.5(c).

'781 Metropolitan Ave JV LLC'

GUARANTY

The undersigned Guarantor guarantees to Owner the strict 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 or not observing and complying with all of the provisions of the attached Lease. Guarantor agrees to be equally liable with Tenant so the Owner may sue Guarantor directly without first suing Tenant. The Guarantor further agrees that his guaranty shall remain in full effect even if the Lease is renewed, changed or extended in any way and even if Owner has to make a claim against Guarantor. Included in this Guaranty is all of the Owners costs and expenses of collecting any and all sums due under the Lease and Guaranty, including attorney fees, all of which will be paid by Guarantor. Owner and Guarantor agree to waive trial by jury in any action, proceeding or counterclaim brought against the other on any matters concerning the attached Lease or the Guaranty.

Guarantor authorizes Owner to conduct a credit check or credit checks as to all signatories of this Lease and Guarantee on a periodic basis at any time that Tenant and/or Guarantor is or may be obligated to Owner for any sum or sums. Owner may report unpaid Rent and damages to credit bureaus and/or agencies.

Dated: **September 27, 2023**, New York, NY

(Guarantor)

Date

(Landlord)

Date

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, **781 Metropolitan Ave JV LLC** (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.

781 Metropolitan Ave JV LLC

(Landlord)

Date

'781 Metropolitan Ave JV LLC'

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED September 27 ,2023 BETWEEN 781 METROPOLITAN AVE JV LLC (OWNER) AND Carly Hill (TENANT) REGARDING APARTMENT 409 IN THE BUILDING LOCATED AT 371 HUMBOLDT STREET, BROOKLYN, NEW YORK. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

MILITARY SERVICE RIDER

(Release)

The purpose of this Rider is to enable Owner to comply with the Soldiers and Sailors Act. By requesting this information, Owner is not stating or implying (and Owner does not) discriminate against members of the military or their families in the renting of its apartments.

☐ I am in the military ... ☒ I am not in the military...

services of the United States or on active duty in the military service of the State of New York.

☐ I am dependent... ☒ I am not dependent...

upon anyone who is a member of the military service of the United States or on an active duty in the military service of the State of New York.

Tenant acknowledges that it is Tenant's sole responsibility to advise Owner if any of the foregoing facts change.

Tenant Address: 371 Humboldt Street #607, Brooklyn, NY 11211

Tenant Name: Carly A. Hill	Social Security Number: 595173277
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DocuSigned by:

Carly A. Hill

9/28/2023

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Carly Hill (Tenant)

Date

NON-SMOKING RIDER

IN THE EVENT THAT THERE ARE ANY PROVISIONS CONTAINED IN THIS RIDER WHICH ARE INCONSISTENT WITH THE PROVISIONS CONTAINED IN THE BODY OF THE LEASE BETWEEN THE PARTIES, IT SHALL BE DEEMED TO BE THE INTENT OF THE PARTIES HERETO THAT THE PROVISIONS CONTAINED IN THIS RIDER SUPERSEDE ANY INCONSISTENT PROVISIONS THEREIN SUCH THAT SAID LEASE IS DEEMED MODIFIED HEREBY.

AGREEMENT, made as of **September 27, 2023** between **781 Metropolitan Ave JV LLC** ("Owner"), with offices at **371 Humboldt Street, Brooklyn, NY 11211**, and **Carly Hill** ("Tenant").

1. Smoke in a multi-family residential setting, like a multi-floor apartment building with common/shared ventilation systems, is extremely difficult to control. Studies have shown that smoke can travel from the end of lit cigarettes/cigars to many other areas of a building. Smoke and other odors can travel through the plumbing, the electrical system, the air conditioning and heating systems, through cabinets and closets, fireplaces, ventilation systems and under and around doors and windows. It can also enter windows and doors from tenants/occupants smoking on terraces/balconies and in court yards, sometimes even when windows and doors are closed. In this close proximity environment it is often difficult to trace the location of where the smoke is coming from.
2. The term "smoking" means inhaling, exhaling, burning, or carrying any lighted cigar, pipe, cigarette or other tobacco or other product in any manner or in any form.
3. Owner has advised Tenant that it is Owner's preference that the building be a "non-smoking building" and that Owner shall use its best efforts to maintain the building in such manner.
4. Tenant acknowledge that this information was made available to me before renting this apartment in the building and that I made the decision to rent in this building fully aware of this restriction.
5. As a material inducement for Owner entering into a Lease with Tenant, Tenant represents that neither Tenant nor any persons that do or will enter into or occupy the apartment with Tenant or by Tenant's permission are not currently smokers (or choose or agree not to smoke in the building) and will not smoke anywhere in the building including all common areas, all amenity spaces, all fire stairs, any roof decks, terraces and gardens, inside my apartment, on my private terrace (if Tenant has one attached to my apartment), and in a perimeter of 30 feet around the entire building envelope, in any retail area/areas, etc. and that Tenant shall so inform all such persons that do or will enter into or occupy the apartment with Tenant or by Tenant's permission and shall be responsible for the conduct thereof.
6. If Tenant or any of such persons that do or will enter into or occupy the apartment with Tenant or by Tenant's permission were to smoke (either regularly or in one instance) in any area of the building including my apartment, Tenant agrees and understand that such action would be a violation of this Lease Rider, such that Owner may elect to take action against Tenant, including legal steps leading to my eviction from my apartment and the building.
7. Notwithstanding anything to the contrary contained herein, Tenant acknowledges that Tenant's obligations under this Lease are not contingent upon Owner maintaining the building as a non smoking building, nor shall Owner's failure or inability to maintain the building as a non smoking building serve as a basis for Tenant to withhold or receive an abatement of any rent or additional rent or for Tenant to have a right to terminate this Lease.
8. Tenant understands that Owner will make "best efforts" to maintain the non-smoking nature of the building and that the Owner may or may not choose to take action against a specific tenant, group of tenants, specific occupant or group of occupants.
9. Tenant expressly acknowledges that Owner (whether acting as Owner hereunder or in any other capacity) has not made and will not make, nor shall Owner be deemed to have made, any warranty or representation, express or implied with respect to its intention or ability to maintain a non smoking building.
10. The parties shall be deemed to have jointly drawn this Agreement in order to avoid any negative inference against the preparer of the document.
11. The covenants, agreements, terms, provisions and conditions contained in this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

781 Metropolitan Ave JV LLC

DocuSigned by:

Carly A. Hill

9/28/2023

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Carly Hill (Tenant)

Date

(Landlord)

Date

'781 Metropolitan Ave JV LLC'

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED SEPTEMBER 27, 2023 BETWEEN 781 METROPOLITAN AVE JV LLC (OWNER/AGENT) AND Carly Hill (TENANT) REGARDING APARTMENT 409 IN THE PREMISES LOCATED AT 371 HUMBOLDT STREET, BROOKLYN, NY 11211. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

OCCUPANCY RIDER

The only people who may reside in the Apartment are:

1. named Tenants on the lease ("Tenants");
2. any other person who is authorized by all named Tenants to reside in the Apartment is entitled to be so authorized under Section 235-f of the New York Real Property Law ("Occupants"). Occupants shall not have the right to reside in the Apartment if the Tenants die or if the Tenant vacates or abandons the Apartment except as otherwise specifically prescribed by a non-waivable provision of the New York Real Property Law.

Tenant(s) warrant and represent that no one apart from the following individuals occupy the Apartment and have done so from the inception of the lease.

Name of Occupants	Relationship to Tenant
Carly Hill	Head

The inclusion of the above named additional residents in this document shall at no time represent an Owner/Tenant relationship between said resident and Owner. Tenant must notify owner of any change in additional occupancy, which may be allowable under Section 235-f of the New York Real Property Law.

ACKNOWLEDGED, UNDERSTOOD AND AGREED:

781 Metropolitan Ave JV LLC

DocuSigned by:

Carly A. Hill

9/28/2023

Carly Hill (Tenant)

Date

(Landlord)

Date

'781 Metropolitan Ave JV LLC'

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED September 27, 2023 BETWEEN 781 METROPOLITAN AVE JV LLC (OWNER/AGENT) AND Carly Hill (TENANT) REGARDING APARTMENT 409 IN THE PREMISES LOCATED AT 371 HUMBOLDT STREET, BROOKLYN, NY 11211. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

RUNTIME METERS DISCLOSURE RIDER OF TENANT'S FINANCIAL RESPONSIBILITY

Unless the text of this Rider shall indicate otherwise, the capitalized terms used herein shall have the meanings given to such terms in the Apartment Lease. In the event of any inconsistency between the provisions of this Rider and the provisions of the Lease to which this Rider is annexed, the provisions of this Rider shall govern and be binding. The provisions of this Rider shall be construed to be in addition to and not in limitation of the rights of the Owner and the obligations of the Tenant.

To encourage conservation, each Tenant in the Building shall be responsible for the payment of gas charges for heating of their residence. Tenant's gas usage for heating will be billed on a monthly basis. Based on the design of the heating system, the Tenant's gas charges for heating will be calculated in the following manner:

1. A Timing Device is located in each individual apartment home to measure the time the switch/valve opens allowing gas to flow at the heating unit in the Tenant's Apartment. The Timing Device measures the time the switch/valve is open. When the contacts close the Timing Device starts counting minutes. When the contacts open it stops counting minutes. The Timing Device produces pulses and is wired to the Transmitter, which sends pulses via radio signal to the Receiver. The Transmitter is unit specific as is the Receiver. The Receiver collects, stores and sends us that data and the raw data is collected and transferred into the billing software. Once data is in the billing software an algorithm is created for all units and the Tenant's bill is created.
2. Owner will retain an expert sub-contractor recognized in the gas services industry ("Billing Party") for the Building that will be responsible for collecting data and preparing the monthly invoices, assuring the accuracy of the meters and responding to Tenant complaints and questions promptly. Owner will furnish Billing Party with a list of tenants to facilitate monthly utility billing. Billing Party will not use Tenant information for any other purpose.
3. Tenant's monthly utility fee will include (i) gas used for heating, (ii) billing fees, (iii) account set up fees or account move out fees when applicable, and (iv) return check charges. Tenant will be charged a \$35 fee for all returned gas service billing checks. All payments are to be made by Tenant to the Billing Party as directed on the invoice.
4. Tenant agrees to pay for the cost of gas service for heating. Tenant acknowledges that Owner has made no promise or representation of any kind or nature with respect to the cost of the such charges and/or the amount of consumption utilized by any of the equipment in the Apartment. It is agreed amongst the parties that the providing of and billing for gas services for heating is not part of the legal Base Rent but is considered Additional Rent. Therefore, Tenant's failure to pay the monthly utility fee is a material and substantial breach of the Lease and shall entitle Owner to exercise all remedies available under the Lease.
5. Upon move out, a final calculation will be prepared on the date Tenant vacates the Apartment. The Timing Device will be read as a part of the move-out inspection process and the recorded time will be noted. Tenant will be responsible to pay for the fraction of the bill corresponding to Tenant's use and occupancy of the Apartment.
6. Tenant shall not tamper with, adjust, or disconnect any utility system or Timing Device. Violation of this provision is a material breach or default of this Rider and the Lease and shall entitle Owner to exercise all remedies available under the Lease. If the Timing Device becomes inoperable during any portion of the term of the Lease, the gas usage for heating and amount due shall be calculated based on an average of previous period calculations for the average apartment in the Building.

'781 Metropolitan Ave JV LLC'

7. Owner is not liable for any losses or damages Tenant incurs as the result of outages, interruptions, or fluctuations in utilities provided to Tenant's apartment unless such loss or damage was the direct result of Owner's negligence. Tenant releases Owner from any and all such claims, and waive any claims for offset or reduction of rent or diminished rental value of the apartment due to such outages, interruptions or fluctuations.

The parties shall be deemed to have jointly drawn this Rider in order to avoid any negative inference against the preparer of the document.

IN WITNESS WHEREOF, the parties hereto have caused this RIDER to be executed as of the day and year first above written.

781 Metropolitan Ave JV LLC

DocuSigned by:

Carly A. Hill
9D6B6B016357474

9/28/2023

Carly Hill (Tenant)

Date

(Landlord)

Date

'781 Metropolitan Ave JV LLC'

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED September 27, 2023 BETWEEN 781 METROPOLITAN AVE JV LLC (OWNER/AGENT) AND Carly Hill (TENANT) REGARDING APARTMENT 409 IN THE PREMISES LOCATED AT 371 HUMBOLDT STREET, BROOKLYN, NY 11211. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

RIDER

Tenant covenants, warrants and agrees that the Apartment shall not be occupied transiently or as a temporary abode, including, without limitation, occupancy for less than 30 days. By way of example only and without limitation, Tenant covenants, warrants and agrees that the Apartment shall not be occupied as a hotel, motel, dormitory, "bed and breakfast," rooming house, boarding house or as quarters occupied by transient boarders, roomers, or lodgers, or any other similar short-term occupancy. Moreover, neither Tenant nor anyone on Tenant's behalf may advertise for any such transient use of the Apartment on Airbnb.com or in any other website, newspaper, periodical or other medium. Nothing contained herein shall be deemed permission for Tenant to sublease the Apartment for 30 days or more without obtaining Owner's prior written consent as required by the Lease and/or Sec. 226-b of the Real Property Law. Tenant agrees to indemnify and hold Owner harmless from and against any and all loss or damage which Owner may incur as a result of the breach by Tenant of any of the foregoing, including, without limitation, any fines imposed on the Owner by the City of New York or any other governmental agency, any withholding of rent by tenants of the Building, and reasonable attorneys' fees and disbursements incurred by Owner in connection with any litigation or negotiations with Tenant or any other tenants of the Building with respect to the foregoing. Owner reserves the right to require that Tenant be present to authorize access to the Premises for any guest. Tenant acknowledges that a default under this Article is a non-curable material breach of a substantial obligation of this Lease which authorizes Owner to cancel this Lease in accordance with the terms hereof.

781 Metropolitan Ave JV LLC

DocuSigned by:



9/28/2023

9D6B6B016357474...

Carly Hill (Tenant)

Date

(Landlord)

Date

'781 Metropolitan Ave JV LLC'

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED September 27, 2023 BETWEEN 781 METROPOLITAN AVE JV LLC (OWNER) AND Carly Hill (TENANT) REGARDING APARTMENT 409 IN THE BUILDING LOCATED AT 371 HUMBOLDT STREET, BROOKLYN, NEW YORK. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

SMOKE DETECTOR/CARBON MONOXIDE DETECTOR/ FIRE SAFETY PLAN

This will confirm that:

1. I/we have received a dual smoke detector(s)/carbon monoxide detector installed by the Owner in the above apartment.
2. The dual smoke detector(s)/carbon monoxide detector was/were in working condition when provided.
3. I/we shall not at any time or in any way, disconnect, disable or modify the dual smoke detector(s)/carbon monoxide detector.

DocuSigned by:

Carly D. Hill

9/28/2023

9D6B6B016357474...

Carly Hill (Tenant)

Date

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. Carly Hill		
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. 371 Humboldt Street #607		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									
5	9	5	1	7	3	2	7	7	7
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:

Carly A. Hill

9/28/2023

9D6B6B016357474
Carly Hill (Signature of U.S. Person)

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-INT (interest earned or paid)	- 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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'781 Metropolitan Ave JV LLC'

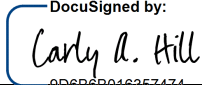
BUILDING: **371 Humboldt Street**
TENANT(S): **Carly Hill**

APARTMENT **409**
DATE OF LEASE: **SEPTEMBER 27, 2023**

FIRE SAFETY ACKNOWLEDGEMENT FORM

I/we hereby acknowledge receipt of the attached fire safety plan in connection with my/our renting of Apartment **409** at the premises known as **'781 Metropolitan Ave JV LLC', 371 Humboldt Street, Brooklyn, NY 11211**, pursuant to a lease dated **SEPTEMBER 27, 2023** and acknowledge that there is a working dual smoke detector/carbon monoxide unit in my apartment.

READ, AGREED AND ACCEPTED

DocuSigned by:
 9/28/2023
9D6B6B046357474...
Carly Hill (Tenant) _____ Date

'781 Metropolitan Ave JV LLC'

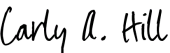


FIRE SAFETY PLAN

I/We, Carly Hill of Apartment **409** located in the building known as 371 Humboldt Street, Brooklyn, NY 11211 have received a copy of the building's current Fire Safety Plan.

Distributed by First Service Residential Date: September 27, 2023

Received by:

DocuSigned by:

9D6B6B016357474...
Carly Hill (Received) 9/28/2023
Date

Copy of this form **MUST** be available for FDNY inspection.
Original **MUST** be returned to 781 Metropolitan Ave JV LLC

'781 Metropolitan Ave JV LLC'

FIRE SAFETY PLAN

PART I - BUILDING INFORMATION SECTION

BUILDING: **'781 Metropolitan Ave JV LLC'**ADDRESS: **371 Humboldt Street, Brooklyn, NY 11211****BUILDING OWNER/REPRESENTATIVE:**Name: **781 Metropolitan Ave JV LLC**Address: **850 Third Avenue, Suite 13D, New York, NY 10022**Telephone: **646-439-6000****BUILDING INFORMATION:****Year of Construction:** **2017****Type of Construction:** **Combustible****Number of Floors:** **8** Above Ground **1** Below Ground**Sprinkler System:** **Yes**
Fully Sprinkled**Fire Alarm:** **Yes; Transmits Alarm to Fire Dept/Fire Alarm Co.**

Manual Pull Stations: In the cellar electrical equipment room near north exit

Public Address System: **No****Means of Egress:** (e.g. Unenclosed/Enclosed Interior Stairs, Exterior Stairs, etc.)

Type of Egress	Identification	Location	Leads to
Enclosed interior stairs	A - South West side of building	Roof to Ground floor	Enclosed interior stairs
B - East side of building	Roof to Cellar	Enclosed interior stairs	C - South West side of building
Ground floor to Cellar	Enclosed interior stairs	D - East side of building	Ground floor to Cellar

Other Information: Emergency Lighting is provided in the following areas: Hallways, stairways, cellar and garage.
There is no access to any adjoining building at roof level.

DATE PREPARED: 6/23/2017

'781 Metropolitan Ave JV LLC'

FIRE SAFETY PLAN PART II - FIRE EMERGENCY INFORMATION

BUILDING: '781 Metropolitan Ave JV LLC'

ADDRESS: 371 Humboldt Street #607, 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) 999-4333
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 coffeepot 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.

'781 Metropolitan Ave JV LLC'

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 you 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.

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): Carly Hill
 Lease Premises Address: 371 Humboldt Street, Brooklyn, NY 11211
 Apartment Number: 409 (the "Leased Premises")
 Date of Lease: September 27, 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:

Carly D. Hill

9/28/2023

9D6B8B016357474...
Carly Hill (Tenant)

Date

781 Metropolitan Ave JV LLC

(Landlord)

Date

'781 Metropolitan Ave JV LLC'

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: 371 Humboldt Street #607, Brooklyn, NY 11211

DocuSigned by:

Carly A. Hill

9/28/2023

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Carly Hill (Tenant)

Date

RETURN THIS FORM TO:
781 Metropolitan Ave JV LLC
371 Humboldt Street
Brooklyn, NY 11211

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

License on seven (7) days written notice of default to Tenant (the **“Bicycle License Termination”**), such License Termination shall be delivered to Tenant as a notice to Tenant as provided for in the Lease.

The fee for this Bicycle Storage Area License is \$ ^{25 each} per month for the **Bicycle Storage Area** (the **“Bicycle Storage License Fee”**). The Bicycle Storage License Fee shall be deemed to be “Additional Rent” as provided for in the Lease.

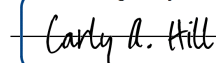
Tenant is responsible for providing a lock securing their Bicycles to the bicycle rack(s) in the designated Storage Area and neither **Owner nor Owner’s Agent shall be deemed, liable in connection with any damages to the Bicycles and/or any person or thing caused by any Bicycle placed by the Tenant in, or as a result of Tenant’s use of, such Storage Area.** It is expressly understood that Tenant shall bear the full risk in placing the Bicycle in the Bicycle Storage Area, and that and Owner and Owner’s Agent shall be held harmless by Tenant in connection with Tenant’s use of the Bicycle Storage Area. Tenants shall insure their Bicycle in the Bicycle Storage Area under their insurance policy as required by the Lease.

It is agreed and understood that any Bicycle not removed by Tenant from the Bicycle Storage Area (including any lock) within 3 days after Tenant has vacated their Apartment, or 7 days after the Termination Date, whichever is SOONER, shall be deemed abandoned by Tenant, such that such Bicycles (and the lock) may be removed and disposed of by the Owner without liability. Owner shall have the right to eliminate or reduce the size of the Bicycle Storage Area, relocate the Bicycle Storage Area and limit and/or prohibit access to the Bicycle Storage Area, as needed in connection with repairs and/or maintenance to Tenant’s StorageArea.

If Tenant defaults in connection with any obligation of Tenant under this License (the **“Bicycle License Default”**), then said Bicycle License Default shall give Owner the right to terminate the Lease and the right to exercise any and all remedies available to Owner, at law, or in equity, in connection with any default under this License or the Lease.

TENANT

DocuSigned by:


Name: Carly A. Hill

Date: 9/28/2023

TENANT

Name: _____

Date: _____

OWNER

781 Metropolitan Ave JV LLC

By: _____

Name: _____

Date: _____

STORAGE AREA LICENSE

Occupant:

Building: 371 Humboldt Street, Brooklyn, NY 11211

Owner: _____ **“Owner” includes Owner’s Agents: Monarch Realty Group**

Occupant has requested and Owner hereby provides to Occupant access to certain storage area as indicated below (the **“Storage Area”**) in Building. The Storage Area may be used by Occupant for storage of personal property (the **“Personal Property”**) and for no other purpose. Occupant shall use the Storage Area in accordance with any and all rules established for such use adopted by Owner. Owner reserves the right to amend and modify such Storage Area rules in its sole discretion.

Occupant shall have license to and be permitted to utilize such Storage Area during the term of Occupant’s Lease for the Apartment (the **“Apartment Lease”**). This License shall terminate as of either (1) the expiration or early termination date of the Lease, or (2) Owner’s termination of this License on seven (7) days written notice of default to Occupant (the **“License Termination”**), such License Termination shall be delivered to Occupant as a notice to Occupant as provided for in the Lease. Occupant may terminate this agreement by giving Owner notice of termination within the first 15 days of any calendar month and such termination shall be effective the final day of the calendar month in which notice is given. If notice is given after the 15th day of the calendar month, termination shall be effective the sooner of the end of the lease term or the end of the following calendar month.

The fee for this Storage Area License is \$_____ per month (the **“Storage License Fee”**). The Storage License Fee shall be deemed to be **“Additional Rent”** as provided for in the Apartment Lease.

Neither Owner (which explicitly includes Monarch Realty Group) shall not be deemed, liable in connection with any damages to any person or thing caused by any Personal Property placed by the Occupant in, or as a result of Occupant’s use of, such Storage Area. It is expressly understood that Occupant shall bear the full risk in placing any Personal Property in the Storage Area, and that and Owner and Owner’s Agent shall be held harmless by Occupant in connection with Occupant’s use of the Storage Area. Occupants shall insure their Personal Property. Occupant assumes all risks and agrees to hold harmless Owner (**which explicitly includes Monarch Realty Group.**) and their respective members, officers, agents, employees and affiliates from and against any and all loss, damage, claim, demand, liability, judgment, cost and expense of every kind and nature relating to any and all injury to Occupant’s person and damage or loss to any property and items stored, located or placed in the Storage Area which is caused directly or indirectly by vandalism, fire, mold, humidity, mildew, hurricane, explosion, Acts of God, bed bugs, water seepage, water leakage and/or water flooding and any other cause whatsoever (collectively, the **“Causes”**).

It is agreed and understood that any Personal Property not removed by Occupant from the Storage Area (including the lock) within 3 days after Occupant has vacated their Apartment, or 3 days after the Termination Date, whichever is SOONER, shall be deemed abandoned by Occupant, such that such Personal Property (and the lock) may be removed and disposed of by the Owner and/or Owner’s Agent without liability. Owner and/or Owner’s Agent shall have the right to eliminate or reduce the size of the Storage Area, relocate the Storage Area and limit and/or prohibit access to the Storage Area, as needed in connection with repairs and/or maintenance to Occupant’s Storage Area.

If Occupant defaults in connection with any obligation of Occupant under this License (the **“Storage License Default”**), then said Storage License Default shall give Owner the right to terminate the Apartment Lease and the right to exercise any and all remedies available to Owner, at law, or in equity, in connection with any default under this License or the Lease.

ACCESS BY OWNER AND OCCUPANT. Owner may, at its option, enter Occupant's Storage Area if Owner is required to do so pursuant to applicable laws or in the event of Storage License Default or in case of: (i) Owner's good faith belief that an emergency exists, including, among other things, the storage of prohibited substances or (ii) Owner's or Building Owner's need to make alterations to the Storage Area. If Owner enters the Storage Area due to (i) or (ii) hereof, (a) Occupant's lock may be removed and replaced with another lock, or (b) Owner may transfer Occupant's belongings to another Storage Area and affix another lock and shall mail the keys to Occupant for such lock (in either event, Occupant will have sole access to the key and/or combination for any such lock). No such entry or transfer to another Storage Area will entitle Occupant to any reduction of the charges or render Owner liable to Occupant.

OWNER IS NOT IN THE WAREHOUSE BUSINESS. Owner is renting space for the self-service use of Occupant. Owner IS NOT A BAILOR OR WAREHOUSEMAN in the business of storing goods. Owner has no care, custody, or control over the contents of the Storage Area. Owner has not, and shall not, issue any warehouse receipt, bill of lading or other document of title for the property stored in the Storage Area.

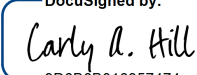
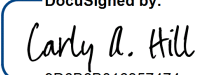
Occupant will indemnify and hold harmless Owner (which explicitly includes Common Living, Inc. and Common Management Co.), and their respective affiliates, representatives, agents and employees against any damages, claims, costs, expenses, or liabilities including, but not limited to, attorney's fees, arising from any (a) breach of this Agreement by Occupant and/or (b) the negligence, act or omission of Occupant or Occupant's agents or invitees and/or (c) the unauthorized use of the Storage Area by Occupant or Occupant's agents or invitees. Owner (which explicitly includes Common Living, Inc. and Common Management Co.) shall be discharged from all liability in respect of loss, damage or other injury arising out of this Agreement or Occupant's use of the Storage Area unless suit is brought within one year after Occupant knew or should have known about the damage, loss or injury.

USE OF STORAGE AREA AND PROPERTY AND COMPLIANCE WITH LAW. Occupant shall store only personal property that belongs to Occupant. Because the value of the Personal Property may be difficult or impossible to ascertain, Occupant agrees that under no circumstances will the total value of all personal property stored in the Storage Area exceed, or be deemed to exceed, \$3,000. Occupant acknowledges and agrees that the Storage Area and the Property are not suitable for the storage of heirlooms or precious, invaluable or irreplaceable property such as, but not limited to, books, records, writings, contracts, documents, personalized or other DVDs or videos, works of art, objects for which no immediate resale market exists, objects which are claimed to have special or emotional value and records or receipts relating to the stored goods. Occupant agrees that the value of any such items shall not exceed for any purpose the salvage value of the raw materials of which the item is constituted. Occupant shall not permit any Hazardous Materials (as defined below) to be stored in the Storage Area or the Building or store any improperly packaged food or perishable goods, flammable materials, explosives and other inherently dangerous material in the Storage Area or the Building and shall not store any personal property on the Storage Area which would result in the violation of any law or regulation of any governmental authority, including without limitation, all laws and regulations relating to Hazardous Materials, waste disposal and other environmental matters, and Occupant shall comply with all laws, rules, regulations and ordinances of any and all governmental authorities concerning the Storage Area and its use. For purposes of this Lease/Rental Agreement, "Hazardous Materials" shall include, but not be limited to, any hazardous or toxic chemical, gas, liquid, substance, material or waste (including, in some jurisdictions, vehicle tires) that is or becomes regulated under any applicable local, state or federal law or regulation. Occupant shall not use the Storage Area in any manner that will constitute a hazard, waste, nuisance or unreasonable annoyance to Owner,

Owner's Agents or employees, or other occupants in the Property. Occupant acknowledges that the Storage Area may be used for storage only, and that use of the Storage Area for the conduct of a business or for human or animal habitation is specifically prohibited. Occupant acknowledges that he has read and understands the provisions of this paragraph and agrees to comply with its requirements.

INSURANCE; RELEASE OF LIABILITY. ALL PERSONAL PROPERTY IS STORED BY OCCUPANT AT OCCUPANT'S SOLE RISK. INSURANCE IS OCCUPANT'S SOLE RESPONSIBILITY. OCCUPANT UNDERSTANDS THAT OWNER WILL NOT INSURE OCCUPANT'S PERSONAL PROPERTY AND THAT OCCUPANT IS OBLIGATED UNDER THE TERMS OF THIS LEASE/RENTAL AGREEMENT TO INSURE HIS OWN GOODS. To the extent Occupant's insurance lapses or Occupant does not obtain insurance coverage for the full value of Occupant's personal property stored in the Storage Area, Occupant agrees Occupant will personally assume all risk of loss. Owner and Owner's agents, affiliates, authorized representatives and employees ("Owner's Agents") will not be responsible for, and Occupant hereby releases Owner and Owner's Agents from any responsibility for, any loss, liability, claim, expense or damage to property that could have been insured (including without limitation any Loss arising from the active or passive acts, omission or negligence of Owner or Owner's Agents) (the "Released Claims"). Occupant waives any rights of recovery against Owner or Owner's Agents for the Released Claims, and Occupant expressly agrees that the carrier of any insurance obtained by Occupant shall not be subrogated to any claim of Occupant against Owner or Owner's Agents.

OCCUPANT

By:  9/28/2023
Date:  9D6B6B016357474...

OWNER

By: 781 Metropolitan Ave JV LLC
Date: _____

GAS HEAT SERVICE CHARGE RIDER TO LEASE AGREEMENT

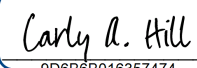
LEASE DATED:	<u>August 24, 2023</u> <u>in</u>
APARTMENT:	<u>#409</u>
BUILDING located at	<u>371 HUMBOLDT STREET BROOKLYN NY 11211</u>
TENANT:	<u>Carly Hill</u>
OWNER:	<u>781 METROPOLITAN JV LLC.</u>

NOTWITHSTANDING anything contained in the Lease to the contrary, it is agreed by Tenant and Owner as follows:

1. This Gas Heat Service Charge Rider to Lease Agreement (this "Rider") is intended to be affixed to and become a part of the above referenced Lease (the "Lease").
2. Any conflict between this Rider and the Lease shall be resolved in favor of this Rider.
3. Capitalized terms not defined herein shall have the meanings given them in the Lease.
4. Supplementing Sections 5 and 12 of the Lease, a gas heat service charge pursuant to the applicable rate listed below ("Gas Heat Service Charge"), in connection with gas heat furnished to Tenant during the Term of this Lease, which Gas Heat Service Charge shall be payable monthly, together with any charges due by Tenant to Owner pursuant to the terms of the Lease, other than Base Rent, shall be collectible as Additional Rent at the following rates:
 - a. Studio Apartment: a Gas Heat Service Charge in the amount of \$27 per month.
 - b. One (1) Bedroom Apartment: a Gas Heat Service Charge in the amount of \$54 per month.
 - c. Two (2) Bedroom Apartment: a Gas Heat Service Charge in the amount of \$81 per month.

By signing this Rider below, Tenant confirms that Tenant has read and understands this Rider, and that Tenant agrees to all of its terms and requirements. If more than one person is a Tenant under the Lease, each of us signing below, acknowledges, represents and agrees with the foregoing.

TENANT: DocuSigned by:

By: 
9D6B6B016357474...
Name: Carly A. Hill

By: _____
Name: _____

By: _____
Name: _____

By: _____
Name: _____

By: _____

Name: _____

OWNER:

By: _____

Name: _____

Title: _____

By: _____

Name: _____



DIVISION OF HOUSING AND COMMUNITY RENEWAL

92-31 UNION HALL STREET JAMAICA, NEW YORK 11433

Web Site: www.hcr.ny.gov

Electronic Lease Offer: Tenant's Voluntary Consent

General Instructions

Pursuant to Chapter 74 of the Laws of 2022 and Section 309 of the State Technology Law, owners of buildings and apartments subject to rent stabilization must obtain the voluntary consent of the tenant prior to the use of electronic records to execute a lease or renewal lease. The use of electronic records and signatures is voluntary and cannot be required by an owner.

The information entered on the Consent form must be consistent with the information entered in the lease offering to the tenant. Inconsistencies in information provided on this form and any future submissions to DHCR may be referred for internal review and appropriate administrative action.

Please refer to the Operational Bulletin 2022-1 (hcr.ny.gov/operational-bulletin-2022-1) for additional detailed information.

Filing Instructions

General:

Owners and tenants choosing to execute leases electronically along with all lawful riders, including but not limited to the New York City Rent Stabilized Lease Rider and/or the ETPA Standard Lease Addenda, will still be bound by the timeframes stipulated by the regulations pertaining to the window periods to offer and respond to a lease offering. Both parties will be required to retain proof of service and response as described in the Operational Bulletin 2022-1 to the electronic lease offering. Additionally, proof may be required in a proceeding before DHCR and/or the courts. **For specifics on the window periods, see DHCR Fact Sheet #4: Lease Renewal in Rent Stabilized Apartments.**

Please Note: The consent given in this form will apply to all subsequent lease renewal offers during the tenant's tenancy. Both owners and tenants retain the right to opt out of future electronic lease offerings by providing written notice to the other party. Should either the owner or tenant information change, both owners and tenants are required to provide written notice to the other party, and a new consent form should be completed.

BEFORE YOU COMPLETE THE FORM AND SERVE ON TENANT

Owners: This document should be completed by the owner and provided to the tenant to obtain the tenant's voluntary consent prior to/or concurrent with the electronic lease offering. The consent form must be signed by both parties and a copy must be provided to the tenant. Please retain a copy of all documents for your records. The Consent Form is **NOT** required to be served on the Office of Rent Administration.

Tenants: Please review the information entered by the owner before signing the "Tenant's Statement of Consent" and returning the form to the owner. For informational purposes only, this form has been translated into Español (Spanish), 中國 - 傳統 (Chinese - Traditional), Русский (Russian), Italiano (Italian), Kreyòl Ayisyen (Haitian-Creole), 한국어 (Korean), বাংলা (Bengali), אידיש (Yiddish), Polish (Polski) and Arabic (العَرَبِي), and can be found at the DHCR website: hcr.ny.gov

SECTION A (All Fields Must Be Completed by the Owner/Owner Representative)

Subject Apartment Address:

Number/Street

Apt. No

City, State, Zip Code

Lease Offered to Tenant(s): _____
 (print name)
Lease Description: (Please select only one)☐

Vacancy lease

☐

Renewal lease

Owner/Owner Representative Contact Information: (Please print)**Name(s):** _____**Email Address:** _____**Mailing Address:** _____

Date

Owner/Owner Representative Signature(s)

SECTION B (All Fields Must Be Completed by the Tenant)

Tenant Contact Information: (Please print)
 Carly A. Hill
Name(s): _____

 carlyahill116@gmail.com
Email Address: _____

Mailing Address: _____
 (If different from subject apartment address)
Tenant's Statement of Consent

I hereby affirm that I have read this notice and voluntarily consent to an electronic lease offering and execution by the owner of the subject building and apartment.

Carly A. Hill

Tenant Name(s) (Please print)

9/28/2023

Date

DocuSigned by:

Carly A. Hill

9D6B6B016357474

Tenant Signature(s) (Ink or Electronic)