

1

4. SECURITY DEPOSIT

Tenant is required to give Owner the sum of \$9,300 (such amount not to exceed one (1) months' Rent pursuant to The Housing Stability and Tenant Protection Act of 2019) when Tenant signs this Lease as a security deposit (the "Security Deposit"). Owner will deposit the Security Deposit in Flagstar Bank at 1020 Madison Avenue, New York, NY 10075 or such other FDIC insured US Bank, as determined by Owner. This Security Deposit shall not bear interest, unless if otherwise required by applicable law. In the event that the Security Deposit shall earn interest, Owner shall be entitled to an administrative fee pursuant to applicable law

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

TENANT ACKNOWLEDGES AND AGREES THAT THE SECURITY DEPOSIT CANNOT BE USED TOWARDS RENT OR ADDITIONAL RENT BY TENANT. Notwithstanding anything to the contrary contained in this Lease, if Owner shall apply all or any portion of the Security Deposit to cure a default by Tenant hereunder during the Term of this Lease, Tenant shall, within five (5) business days, deposit with Owner that sum which shall be necessary to maintain the security in an amount equal to the Security Deposit as required in this Article 4. Failure to replenish the Security Deposit in a timely manner shall be deemed a default under this Lease.

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

5. IF TENANT IS UNABLE TO MOVE IN

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

6. CAPTIONS

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

7. WARRANTY OF HABITABILITY

A. All sections of this Lease are subject to the provisions of the Warranty of Habitability Law. Under that law, Owner agrees that the Apartment is fit for human habitation and that there will be no conditions which will be detrimental to life, health or safety.

B. Tenant will do nothing to interfere with or make more difficult Owner's efforts to provide Tenant and all other occupants of the Building with the required facilities and services. Any condition caused by Tenant's misconduct or the misconduct of Tenant Parties (as hereinafter defined) or anyone else under Tenant's direction or control shall not be a breach by Owner.

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

A. At all times during the Term of this Lease, Tenant will take good care of the Apartment and will not permit or do any damage to it, except for damage which occurs through ordinary wear and tear. Tenant shall, at Tenant's own cost and expense, make all repairs caused or occasioned by Tenant or Tenant's agents, contractors, invitees, licensees, guests or servants (collectively hereinafter "Tenant Parties"). In addition, Tenant shall promptly notify Owner and/or the Building Superintendent/Building Manager in writing upon the occurrence of any problem, malfunction or damage to the Apartment. Tenant will move out on or before the ending date of this Lease and leave the Apartment in good order and in the same condition as it was when Tenant first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty through no fault of Tenant.

B. CLEANING. Tenant is required to use only non-abrasive cleaning agents in the Apartment. Tenant is responsible for damage done by use of any improper cleaning agents.

C. If Tenant fails to maintain the Apartment or make a needed repair or replacement as required hereunder, Owner may hire a professional and make such maintenance, repairs or replacements at Tenant's sole cost and expense. Owner's reasonable expense will be payable by Tenant to Owner as Additional Rent within ten (10) business days after Tenant receives a bill from Owner.

D. When this Lease ends, Tenant must remove all of Tenant's movable property. Tenant must also remove at Tenant's own expense, any wall covering, bookcases, cabinets, mirrors, painted murals or any other installation or attachment Tenant may have installed in the Apartment, even if it was done with Owner's consent. Tenant must restore and repair to its original condition those portions of the Apartment affected by those installations and removals. Tenant has not moved out until all persons, furniture and other property of Tenant's is also out of the Apartment. If Tenant's property remains in the Apartment after this Lease ends, Owner may either treat Tenant as still in occupancy and charge Tenant for use or may consider that Tenant has given up the Apartment and any property remaining in the Apartment. In this event, Owner may either discard the property or store it at Tenant's expense. Tenant agrees to pay Owner for all costs and expenses incurred in removing such property. The provisions of this article will continue to be in effect after the end of this Lease.

E. Except as provided for otherwise in Article 35 of this Lease, in the event (i) Owner intends to offer to renew this Lease with a Rent increase equal to or greater than five (5%) percent above the then current Rent, or (ii) Owner does not intend to renew this Lease, Owner shall provide Tenant written notice as follows:

- i. If Tenant has occupied the Apartment for less than one (1) year and does not have a Lease Term of at least one (1) year, Owner shall provide at least thirty (30) days' notice;
- ii. If Tenant has occupied the Apartment for more than one (1) year but less than two (2) years, or has a Lease Term of at least one (1) year but less than two (2) years, Owner shall provide at least sixty (60) days' notice; or
- iii. If Tenant has occupied the Apartment for more than two (2) years or has a Lease Term of at least two (2) years,

Owner shall provide at least ninety (90) days' notice.

F. Within a reasonable time after notification of either party's intention to terminate this Lease, unless Tenant provides less than two (2) weeks' notice of Tenant's intention to terminate, Owner shall notify Tenant in writing of Tenant's right to request an inspection before vacating the Apartment. Tenant shall have the right to be present at said inspection. Subject to the foregoing, if Tenant requests such inspection, the inspection shall be made no earlier than two (2) weeks and no later than one (1) week before the end of the tenancy. Owner shall provide at least forty-eight (48) hours written notice of the date and time of the inspection. After the inspection, Owner shall provide Tenant with an itemized statement specifying repairs, cleaning or other deficiencies that are proposed to be the basis of any deductions from the Security Deposit. If Tenant requests such inspection, Tenant shall be given an opportunity to remedy any identified deficiencies prior to the end of the tenancy (or, at Owner's sole option, if Tenant fails to remedy any such identified deficiencies, Owner may remedy such identified deficiencies at Tenant's sole cost and expense as described hereinafter). Any and all repairs or alterations made to the Apartment as a result of said inspection shall be at Tenant's sole cost and expense. Said repairs must be approved by Owner and shall be performed, at Owner's sole option by (i) licensed and adequately insured Tenant's contractors in a good and skillful manner with materials of quality and appearance comparable to existing materials and approved by Owner or (ii) by Owner's contractor(s).

9. CHANGES AND ALTERATIONS TO APARTMENT

A. Tenant cannot build in, add to, change or alter, the Apartment in any way, including, but not limited to, installing, changing, or altering any paneling, wallpaper, flooring, "built in" decorations, partitions, railings, paint, carpeting, plumbing, ventilating, air conditioning, electric, or heating systems without first obtaining the prior written consent of Owner which may be withheld in Owner's sole discretion. If Owner's consent is given, the alterations and installations shall become the property of Owner when completed and paid for by Tenant. They shall remain with and as part of the Apartment at the end of the Term. Notwithstanding the foregoing, Owner has the right to demand that Tenant remove the alterations and installations at the end of the Lease Term, and in such case Tenant shall repair all damage resulting from said removal and restore the Apartment to its original condition, including any holes in the wall or damage caused by the removal of any pictures, artwork or TV mounts hung by Tenant on the walls. Any and all work shall be performed by Tenant in accordance with the terms and conditions of this Lease and in accordance with all applicable laws, rules, regulations and codes of any governmental or quasi-governmental entity. Tenant's contractor shall also supply, before performing any such work, a certificate of insurance naming Owner and the Building's managing agent (if applicable) as additional insured.

B. Without Owner's prior written consent, Tenant cannot install or use in the Apartment any of the following: dishwasher machines, clothes washing or drying machines, electric stoves, garbage disposal units, heating, ventilating or air conditioning units or any other electrical equipment which, in Owner's reasonable opinion, will overload the existing wiring installation in the Building or interfere with the use of such electrical wiring facilities by other tenants of the Building. Also, Tenant cannot place in the Apartment water-filled furniture.

C. If a lien is filed on the Apartment or Building due to Tenant's fault, Tenant must promptly pay or bond the amount stated in the lien. Owner may pay or bond the Lien if Tenant fails to do so within ten (10) days after Tenant has written notice about the lien, in which case, Owner's costs shall be paid by Tenant as Additional Rent.

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

A. GOVERNMENT LAWS AND ORDERS. Tenant will obey and comply (i) with all present and future city, state and federal laws rules, regulations and codes of any governmental or quasi-governmental entity or body which affect the Building or the Apartment, and (ii) with all orders and regulations of insurance rating organizations which affect the Apartment and the Building. Tenant will not allow any windows in the Apartment to be cleaned from the outside unless the prior written consent of the Owner is obtained.

B. OWNER'S RULES AFFECTING TENANT. Tenant, its Permitted Occupants and Tenant Parties must obey all Owner's rules (the "Owner's Rules and Regulations") annexed hereto and made apart hereof as Exhibit B and all future reasonable rules of Owner or Owner's agent. Notice of all additional rules shall be delivered to Tenant in writing or posted in the lobby or other public place in the building. Owner shall not be responsible to Tenant for not enforcing any rules, regulations or provisions of another tenant's lease except to the extent required by law.

C. TENANT'S RESPONSIBILITY. Tenant is responsible for the behavior of Tenant, the Permitted Occupants of the Apartment, the Tenant Parties and any other people who are visiting the Apartment. Tenant will reimburse Owner as Additional Rent upon demand for the cost of all losses, damages, fines and reasonable legal expenses incurred by Owner because Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other people visiting the Apartment have not obeyed applicable laws, rules, regulations and codes of any governmental or quasi-governmental entity or rules of this Lease.

11. OBJECTIONABLE CONDUCT

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

12. SERVICES AND FACILITIES

A. REQUIRED SERVICES. Owner will provide (i) cold and hot water and heat as required by law, (ii) repairs to the Apartment not caused by Tenant (subject to the terms and conditions of this Lease), the Tenant Parties or any other people visiting the Apartment, as required by law, (iii) elevator service if the Building has elevator equipment; and (iv) the utilities, if any, included in the Rent, as set forth in subparagraph B below. Tenant is not entitled to any Rent reduction because of a stoppage or reduction of any of the above services unless it is provided by law.

B. The following utilities are included in the Rent: water

C. ELECTRICITY AND OTHER UTILITIES. Tenant acknowledges and understands that Owner has no obligation to supply, and has no liability in connection with, utilities or services in or to the Apartment (except as may be provided for otherwise in this Lease). Tenant shall be responsible, at Tenant's sole cost and expense, for securing, air conditioning, electricity, gas, cable, phone, and all other utilities and services (except as may be provided for otherwise in this Lease).

- (i) Tenant shall contract directly with the appropriate utility provider for all aforementioned services (not including the utilities included in the Rent as provided for in subparagraph B).

D. Stopping or reducing of service(s) will not be reason for Tenant to stop paying Rent, to make a money claim or to claim constructive eviction. Damage to the equipment or appliances supplied by Owner, caused by Tenant's acts, omissions or neglect, or the act, omission or neglect of the Tenant Parties or any other person visiting the Apartment, shall be repaired at Tenant's sole cost and expense. In the event that Tenant fails to make such repairs within a reasonable period of time, Owner shall have the option to make such repairs at Tenant's expense and charge the same to Tenant as Additional Rent. Damage to the equipment or appliances supplied by the Owner, which are not caused by Tenant's negligence, acts or misuse or the negligence, acts or misuse of the Tenant Parties or any other people visiting the Apartment, shall be promptly repaired by the Owner at the Owner's sole cost and expense. Owner may stop service of the plumbing, heating, elevator, air cooling or electrical systems, because of accident, emergency, repairs, or changes until the work is complete. Notwithstanding the foregoing, except in emergency situations, Owner shall provide Tenant no less than twenty-four (24) hours prior written notice of any planned service stoppages. Owner shall take all necessary steps to ensure that service stoppages do not interfere with Tenant's use and enjoyment of the Apartment.

E. APPLIANCES. Appliances supplied by Owner in the Apartment are for Tenant's use. They shall be in working order on the date hereof and will be maintained and repaired or replaced by Owner, except if repairs or replacement are made necessary because of Tenant's

or the Tenant Parties' negligence or misuse, Tenant will pay Owner for the cost of such repair or replacement as Additional Rent. Tenant must not use a dishwasher, washing machine, dryer, freezer, heater, ventilator or other appliance unless installed by Owner or with Owner's prior written consent (in its sole discretion). Tenant must not use more electric than the wiring or feeders to the Building can safely carry.

F. FACILITIES AND AMENITIES. If Owner permits Tenant to use any storeroom, storage bin, laundry or any other facility located in the Building but outside of the Apartment (e.g., fitness center, resident lounge, roof deck, golf simulator, movie theater, swimming pool, spa, etc.), the use of any such facility will be furnished to Tenant free of charge and at Tenant's own risk. Tenant will operate at Tenant's expense any coin operated appliances located in any such facility. Owner shall have no obligation to provide any of the aforementioned facilities or any type of doorman, attendant, porter or any other type of similar service at the Building, and Owner may discontinue same without being liable to Tenant therefor or without in any way affecting this Lease or the liability of Tenant hereunder or causing a diminution of Rent and the same shall not be deemed to be lessening or a diminution of facilities or services within the meaning of any law, rule or regulation now or hereafter enacted, promulgated or issued.

13. INABILITY TO PROVIDE SERVICES

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

14. ENTRY TO APARTMENT

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

A. To erect, use and maintain pipes and conduits in and through the walls and ceilings of the Apartment; inspect; exterminate; install or work on master antennas or other systems or equipment; and to perform other work and make any and all repairs, alterations, or changes Owner decides are necessary. Tenant Rent will not be reduced because of any of the foregoing.

B. To show the Apartment to potential buyers or lenders.

C. For ninety (90) days before the end of the Lease Term, to show the Apartment to persons who wish to lease it.

D. If, during the last month of the Lease, Tenant has moved out and removed all or almost all of Tenant's property from the Apartment, Owner may enter the Apartment to make changes, repairs, or redecorations. Tenant's Rent will not be reduced for that month and this Lease will not be ended by Owner's entry.

E. If, at any time, Tenant is not personally present to permit Owner or Owner's representatives, agents or employees to enter the Apartment and entry is necessary or allowed by law or under this Lease, Owner or Owner's representatives, agents or employees may nevertheless enter the Apartment. Owner may enter by force in an emergency. Owner or Owner's representatives, agents or employees will not be responsible to Tenant, unless during such entry, any authorized party is negligent or misuses Tenant's property.

15. ASSIGNING; SUBLETTING; ABANDONMENT

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

B. ABANDONMENT. If Tenant moves out of the Apartment (abandonment) before the end of this Lease without the consent of Owner, this Lease will not be ended. Tenant will remain responsible for each monthly payment of Rent and Additional Rent as it becomes due until the end of this Lease. In case of abandonment, Tenant's responsibility for Rent and Additional Rent will end only if Owner chooses to end this Lease for default as provided in Article 16.

16. DEFAULT

A. Tenant defaults under the Lease if Tenant acts in any of the following ways:

- i. Tenant fails to carry out any agreement or provision of this Lease;
- ii. Tenant does not take possession or move into the Apartment fifteen (15) days after the beginning of this Lease; or
- iii. Tenant and the Permitted Occupants of the Apartment move out permanently before this Lease ends;

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

B. If Tenant does not stop, correct or begin to materially correct a default within ten (10) days as provided for above, or engages in Objectionable Conduct, Owner shall give Tenant a written notice that this Lease will end six (6) days after the date such written notice is sent to Tenant. At the end of the six (6) day period, this Lease will end and Tenant then must move out of the Apartment. Even though this Lease ends, Tenant will remain liable to Owner for unpaid Rent and/or Additional Rent up to the end of this Lease, and damages caused to Owner after that time as stated in Article 17.

C. If Owner does not receive the Rent and/or Additional Rent within five (5) days of when this Lease requires, Owner or Owner's agent shall send Tenant, via certified mail, a written notice stating the failure to receive such Rent and/or Additional Rent. Provided Owner has served Tenant with a fourteen (14) day written demand, and Owner does not receive the overdue Rent (and Additional Rent, as applicable) within fourteen (14) days after such written fourteen (14) demand for Rent (and Additional Rent, as applicable) has been made, Owner may commence an action or summary proceeding seeking the payment of all Rent and/or Additional Rent. If the Lease ends, Owner may do the following: (i) enter the Apartment and retake possession of it if Tenant has moved out or (ii) go to court and ask that Tenant and all other occupants in the Apartment be compelled to move out.

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

17. REMEDIES OF OWNER AND TENANT’S LIABILITY

If this Lease is ended by Owner because of Tenant’s default, the following are the rights and obligations of Tenant and Owner.

A. Tenant must pay Rent and Additional Rent until this Lease has ended. Thereafter, Tenant must pay an equal amount for what the law calls "use and occupancy" until Tenant actually moves out.

B. Once Tenant is out, Owner may re-rent the Apartment or any portion of it for a period of time which may end before or after the ending date of this Lease. Owner may re-rent to a new tenant at a lesser rent or may charge a higher rent than the Rent in this Lease. Notwithstanding the foregoing, if Tenant vacates the Apartment in violation of the terms of this Lease, only then shall Owner use reasonable efforts to re-rent the Apartment at the lesser of the fair market value of the Apartment or the Rent paid hereunder.

- C. Whether the Apartment is re-rented or not, Tenant must pay to Owner as damages:
- (i) the difference between the Rent in this Lease and the amount, if any, of the rents collected in any later lease of the Apartment for what would have been the remaining period of this Lease; and
 - (ii) Owner's expenses for the cost of getting Tenant out and re-renting the Apartment, including, but not limited to, putting the Apartment in good condition, repairing damages, decorating and/or cleaning the Apartment for re-rental, advertising the Apartment and for real estate brokerage fees; and
 - (iii) Owner's expenses for attorney's fees (except in the event of a default judgment).

D. Tenant shall pay all aforementioned damages due in monthly installments on the Rent day established in this Lease. Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way Owner's right to collect the damages for a later month by a similar action.

E. If the Rent collected by Owner from a subsequent tenant of the Apartment is more than the unpaid Rent and damages which Tenant owes Owner, Tenant cannot receive the difference. Owner's failure to re-rent to another tenant will not release or change Tenant's liability for damages. Except as may be provided for otherwise in Article 17(B) of this Lease, Owner is not required to re-rent the Apartment.

18. ADDITIONAL OWNER REMEDIES; LEGAL FEES

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

19. FEES AND EXPENSES (INCLUDING BUT NOT LIMITED TO LEGAL FEES)

- A. Tenant must reimburse Owner for any of the following fees and expenses incurred by Owner:
- (i) Making any repairs to the Apartment or the Building, including any appliances in the Apartment, which result from misuse, omissions or negligence by Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other visitors to the Apartment;
 - (ii) Correcting any violations of city, state or federal laws or orders and regulations of insurance rating organization concerning the Apartment or the Building which Tenant, the Permitted Occupants of the Apartment, the Tenant Parties, or any other persons who visit the Apartment or work for Tenant have caused;
 - (iii) Preparing the Apartment for the next tenant if Tenant moves out of the Apartment before the Lease ending date without Owner’s prior written consent;
 - (iv) Any legal fees and disbursements for the preparation and service of legal notices; legal actions or proceedings brought by Owner against Tenant because of a default by Tenant under this Lease; or for defending lawsuits brought against Owner because of the actions of Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other persons who visit the Apartment;
 - (v) Removing any of Tenant's property from the Apartment after this Lease is ended;
 - (vi) Any miscellaneous charges payable to the Owner for services Tenant requested that are not required to be furnished Tenant under this Lease for which Tenant has failed to pay the Owner and which Owner has paid;
 - (vii) All other fees and expenses incurred by Owner because of the failure to obey any other provisions and agreements of this Lease by Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other persons who visit the Apartment or work for Tenant.

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

- B. Tenant has the right to collect reasonable legal fees and expenses incurred in a successful defense by Tenant of a lawsuit brought by Owner against Tenant or brought by Tenant against Owner to the extent provided by Real Property Law, Section 234.

20. PROPERTY LOSS, DAMAGES OR INCONVENIENCE

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

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

21. FIRE OR CASUALTY

A. Tenant shall give Owner immediate notice in case of fire or other damage to the Apartment. If the Apartment becomes unusable, in part or totally, because of fire, accident or other casualty, this Lease will continue unless ended by Owner under subparagraph C below or by Tenant under subparagraph D below. However, the Rent will be reduced as of the date of the fire, accident or other casualty. This reduction will be based upon the square footage of the Apartment which is unusable, as determined by Owner.

- B. Owner will repair and restore the Apartment, unless Owner decides to take actions described in subparagraph C below. For the

sake of clarity and emphasis, Owner is not required to repair or restore the Apartment or replace the furnishings, decorations or any of Tenant's property, and furthermore (unless otherwise agreed to by Owner in writing), Owner shall not be responsible for any delays due to settling insurance claims, obtaining cost estimates, labor, material, equipment and/or supply problems, force majeure or for any other delay beyond Owner's reasonable control. If the Lease is cancelled, Owner need not restore the Apartment.

C. After a fire, accident or other casualty in the Building, Owner may decide to tear down the Building or to substantially rebuild it. In such case, Owner need not restore the Apartment but may end this Lease. Owner may do this even if the Apartment has not been damaged, by giving Tenant written notice of this decision within the later of sixty (60) days after the date when the damage occurred or ten (10) business days after Owner is advised by its insurance carrier as to the amount of insurance proceeds it will have available to restore the Apartment. If there is substantial damage to the Apartment or if the Apartment is completely unusable, Owner may cancel this Lease by giving Tenant written notice of this decision within 30 days after the date when the damage occurred. If the Apartment is unusable when Owner gives Tenant such notice, this Lease will end sixty (60) days from the last day of the calendar month in which Tenant was given notice.

D. If the Apartment is completely unusable because of fire, accident or other casualty and it is not repaired in thirty (30) days, Tenant may give Owner written notice that Tenant ends the Lease. If Tenant gives that notice, this Lease is considered ended on the day that the fire, accident or casualty occurred. Owner will promptly refund Tenant's Security Deposit and the pro-rata portion of Rent (and Additional Rent, as applicable) paid for the month in which the casualty happened.

E. Unless prohibited by the applicable policies, to the extent that such insurance is collected, Tenant and Owner release and waive all right of recovery against the other or anyone claiming through or under each by way of subrogation.

F. Tenant acknowledges that if fire, accident, or other casualty causes damage to any of Tenant's personal property in the Apartment, including, but not limited to Tenant's furniture and clothes, the Owner will not be responsible to Tenant for the repair or replacement of any such damaged personal property unless such damage was as a result of the Owner's negligence.

22. PUBLIC TAKING

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

23. SUBORDINATION CERTIFICATES AND ACKNOWLEDGMENTS

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

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

24. TENANT'S RIGHT TO LIVE IN AND USE THE APARTMENT

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

25. BILLS AND NOTICE; ELECTRONIC SIGNATURES

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

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

If to Owner:
Derby Alphabet Blues 5872, LLC
c/o Monday Morning
Management, LLC
41 Madison Avenue, 40th fl
New York, NY 10010
team@mondaymorningmgmt.com

If to Tenant: at Apartment, subsequent to Commencement Date

Email address: Amtracey13@gmail.com marisa.b.fitz@gmail.com

Katharine.scott26@gmail.com Kassidy.meyer@ibm.com

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

26. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM

A. Both Tenant and Owner agree to give up the right to a trial by jury in a court action, proceeding or counterclaim (excluding compulsory counterclaims) on any matters concerning this Lease, the relationship of Tenant and Owner as lessee and lessor or Tenant's use or occupancy of the Apartment. This agreement to give up the right to a jury trial does not include claims for personal injury or property damage.

B. If Owner begins any court action or proceeding against Tenant which asks that Tenant be compelled to move out, Tenant cannot make a counterclaim unless Tenant is claiming that Owner has not done what Owner is supposed to do about the condition of the Apartment or the Building.

27. NO WAIVER OF LEASE PROVISIONS

A. Even if Owner accepts Tenant's Rent and/or Additional Rent or fails once or more often to take action against Tenant when

it has not done what Tenant has agreed to do in this Lease, the failure of Owner to take action or Owner's acceptance of Rent and/or Additional Rent does not prevent Owner from taking action at a later date if Tenant does not do what Tenant has agreed to do herein.

B. Only a written agreement between Tenant and Owner can waive any violation of this Lease.

C. If Tenant pays and Owner accepts an amount less than all the Rent and/or Additional Rent due, the amount received shall be considered to be in payment of all or part of the earliest Rent and/or Additional Rent due. It will not be considered an agreement by Owner to accept this lesser amount in full satisfaction of all the Rent and/or Additional Rent due unless there is a written agreement between Tenant and Owner.

D. Any agreement to end this Lease and the rights and obligations of Tenant and Owner must be in writing, signed by Tenant and Owner or Owner's agent. Even if Tenant gives keys to the Apartment and they are accepted by Owner or Owner's representative, this Lease is not ended.

28. CONDITION OF THE APARTMENT; APARTMENT RENTED "AS IS"

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

29. HOLDOVER

A. At the end of the Term, Tenant shall: (i) return the Apartment to the Owner in broom clean, vacant and in good condition, ordinary wear and tear excepted; (ii) remove all of Tenant's property and all of Tenant's installations, alterations and decorations (if so directed by Owner); and (iv) repair all damages to the Apartment and Building caused by moving; and restore the Apartment to its condition at the beginning of the Term ordinary wear and tear excepted.

B. Tenant hereby indemnifies and agrees to defend and hold Owner harmless from and against any loss, cost, liability, claim, damage, fine, penalty and expense (including reasonable attorneys' fees and disbursements but excluding consequential or punitive damages) resulting from delay by Tenant in surrendering the Apartment upon the termination of this Lease, including any claims made by any succeeding tenant or prospective tenant or successor landlord founded upon such delay.

C. If Tenant holds over possession after the expiration date of the Lease or earlier termination of the Lease term or any extended term of this Lease, such holding over shall not be deemed to extend the term of this Lease or renew this Lease. Under no circumstances (i) will such holdover constitute a month-to-month tenancy, (ii) shall this Article 29 imply any right of Tenant to remain in the Apartment after the expiration or earlier termination of this Lease, (iii) will Owner be prohibited from exercising any rights permitted by law against a holdover tenant; or (iv) will any monies paid by Tenant or accepted by Owner (e.g., Rent, Additional Rent, holdover rent or otherwise) after the expiration or earlier termination of this Lease be deemed to reinstate any form of tenancy between Tenant and Owner. In connection with such holdover, Tenant shall pay the following charges for the use and occupancy of the Apartment for each calendar month or part thereof (even if such part shall be a small fraction of a calendar month), which total sum Tenant agrees to pay to Owner per month promptly upon demand, in full, without set-off or deduction:

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

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

30. DEFINITIONS

A. Owner: The term "Owner" means the person or organization receiving or entitled to receive Rent and Additional Rent from Tenant for the Apartment at any particular time other than a rent collector or managing agent of Owner. Owner is the person or organization that owns legal title to the Apartment. It does not include a former owner, even if the former owner signed this Lease.

B. Tenant: The Term "Tenant" means the person or persons signing this Lease as lessee and the respective heirs, distributes, executors, administrators, successors and assigns of the signer. This Lease has established a lessor-lessee relationship between Owner and Tenant.

31. SUCCESSOR INTERESTS

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

32. INSURANCE

A. As a material inducement for Owner to enter into this Lease, Tenant shall obtain (i) liability insurance insuring Tenant, the Permitted Occupants of the Apartment, the Tenant Parties and any other people visiting the Apartment, and (ii) personal property insurance insuring Tenant's furniture and furnishings and other items of personal property located in the Apartment. Tenant may not maintain any insurance with respect to any furniture or furnishings belonging to Owner that are located in the Apartment unless otherwise directed by Owner. Tenant acknowledges that Owner may not be required to maintain any insurance with respect to the Apartment.

B. Owner is not liable for loss, expense, or damage to any person or property, unless due to Owner's gross negligence or wrongful acts. Owner is not liable to Tenant for permitting or refusing entry of anyone into the Building. Tenant must pay for damages suffered and reasonable expenses of Owner relating to any claim arising from any act, omission or neglect by Tenant. If an action is brought against Owner arising from Tenant's acts, omissions or neglect, Tenant shall defend Owner at Tenant's sole cost and expense with an attorney reasonably acceptable to Owner. Tenant is responsible for all acts, omissions or neglect of the Tenant Parties.

C. Tenant shall indemnify and save harmless Owner from and against any and all liability, penalties, losses, damages, expenses, suits and judgments arising from injury during the term of this Lease to person or property of any nature and also from any matter growing out of the occupation of the Apartment, provided however that such is not the result of Owner's gross negligence or wrongful acts or that of Owner's employees, or agents. Tenant agrees, at Tenant's sole cost and expense to procure and maintain at all times during the Lease term the following insurance:

- (i)General Liability Insurance for an amount not less than Fifty Thousand Dollars (\$ 50,000)) with an umbrella policy of no less than twenty-five thousand Dollars (\$ 25,000)
- (ii)Renters Insurance, which covers any, and all personal property or belongings contained in the Apartment. Tenant agrees to hold Owner harmless regarding these personal belongings due to loss or damage except in cases of Owner's gross negligence.

D. The aforementioned insurance policies shall name Owner and the property manager (if applicable) as additional insureds or interests, as applicable. In the event of Tenant's failure to procure and/or maintain the aforementioned policies prior to the date possession of the Apartment is ready to be delivered to Tenant on the Lease Commencement Date , Owner may (i) refuse to deliver possession of the Apartment to Tenant until such time as evidence of such insurance is delivered by Tenant to Owner (however, Tenant shall nonetheless remain responsible for the payment of Rent and Additional Rent as of the Lease Commencement Date), and/or (ii)

order such insurance policies, pay the premiums, and add the amount thereof to the Rent next coming due as Additional Rent, and the Owner shall have all rights and remedies for the collection thereof as is provided for collection of ordinary Rent. The abovementioned insurance policies shall provide for no less than thirty (30) days' notice of cancellation or modification to Owner, and Tenant shall provide Owner with a copy of such insurance policies. Evidence of the aforesaid coverage being in place shall be presented to the Owner on or before the first day of the term of this Lease and may be requested at any time during term of this Lease. Such insurance policies are to be written by a good and solvent company licensed to do business in the state of New York. Tenant shall immediately reimburse Owner for the cost of any insurance policy Owner obtains for the Apartment, including but not limited to insurance for Owner's furniture or furnishings in the Apartment. Tenant acknowledges that Owner may not be required to maintain any insurance with respect to the Apartment.

33. BROKER

Tenant represents to Owner that Tenant has not dealt with any real estate broker in connection with the leasing of the apartment other than MNS.

34. TERRACES, BALCONIES AND BACKYARDS

All of the terms and conditions of this Lease apply to the terrace, balcony and/or backyard. Tenant's use of the terrace or balcony must comply with any rules that may be provided to Tenant by Owner.

Tenant shall clean the terrace or balcony and keep the terrace or balcony free from snow, ice, garbage and other debris. No cooking is allowed on the terrace or balcony except as may be otherwise permitted by law. Tenant may not install a fence or any addition on the terrace or balcony. Tenant is responsible for making all repairs to the terrace or balcony if caused by Tenant, the Tenant Parties or any other visitor to the Apartment, at Tenant's sole expense. Tenant agrees to indemnify and hold harmless Landlord from any loss, claim, liability, or damage resulting from Tenant's use of the backyard. Tenant must completely remove from the backyard all of Tenant's outdoor furniture during and high risk inclement weather.

35. LEAD PAINT DISCLOSURE

Simultaneously with the execution of this Lease, Tenant and Owner shall sign and complete the disclosure of information on lead-based paint and/or lead-based paint hazards annexed as a rider attached to this Lease. Tenant acknowledges receipt of the pamphlet, "Protect Your Family From Lead in Your Home" prepared by the United States Environmental Protection Administration.

36. PETS

Tenant may keep pets in the Apartment provided: (i) Tenant obtains the prior written consent of Owner; and (ii) Tenant complies with any rules with respect to the keeping of pets in the Apartment. Owner hereby consents to the following pet(s):

37. KEYS/SECURITY

A. Tenant shall not remove, alter, or change in any way the existing locks, security codes or keys that are provided for the Apartment or any part thereof. Tenant assumes liability for any person keys are entrusted to. The name, address and telephone number of any person with an additional set of keys to the Apartment are required to be furnished to Owner or its managing agent. Only Owner may make such additional sets of keys upon Tenant's written request with the abovementioned information. Owner will not refuse any such reasonable request. All extra sets of keys must be returned to Owner no later than one (1) day prior to move out unless agreed to by Owner. In the event that all keys are not returned to the Owner by or before the last day of tenancy, Tenant agrees to pay for the replacement cost as mentioned below (or part thereof if Owner deems it appropriate).

B. Tenant agrees and understands that Tenant will be charged a re-keying fee in the sum of \$350.00 for the entrance door each and every time a key replacement is required or deemed necessary by Owner if the need arises due to Tenant's loss of the key, employee changes, or request. Said charges shall be deemed Additional Rent

38. WINDOW GUARDS

Simultaneously with the execution of this Lease, Tenant shall complete and deliver to Owner a notice with respect to the installation of window guards in the Apartment in the form required by the City of New York annexed as a rider attached to this Lease. Tenant acknowledges that it is a violation of law to refuse, interfere with installation, or remove window guards where required.

39. BED BUG DISCLOSURE

Tenant and Owner shall sign and complete the disclosure of bedbug infestation history annexed as a rider attached to this Lease.

40. SPRINKLER DISCLOSURE

Tenant and Owner shall sign and complete the sprinkler disclosure annexed as a rider attached to this Lease.

41. OCCUPANCY NOTICE FOR INDOOR ALLERGEN HAZARDS

Owner shall complete and deliver to Tenant the Occupancy Notice for Indoor Allergen Hazards annexed as a rider attached to this Lease. Owner acknowledges that it has delivered to Tenant "What Every Tenant Should Know About Indoor Allergens" and Tenant acknowledges receipt of such notice.

42. STOVE KNOB COVERS

Simultaneously with the execution of this Lease, Tenant shall complete and deliver to Owner the Annual Notice for Tenants in Multiple Dwelling Units with gas-powered stoves annexed as a rider attached to this Lease.

43. NO SHORT-TERM RENTAL

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

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

44. INDEMNIFICATION

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

45. NOISE

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

46. WAIVER OF LIABILITY

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

47. OWNER'S APPROVAL

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

48. BANKRUPTCY; INSOLVENCY

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

49. CONTROLLING LAW

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

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

50. OWNER'S CONTROL

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

51. COUNTERPARTS

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

52. BINDING EFFECT

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

53. SMOKING

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

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

54. GARBAGE, REFUSE AND RECYCLING

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

55. TOILETS/PLUMBING FIXTURES

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

56. EMERGENCIES

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

57. THIRD PARTY BENEFICIARY

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

58. MOVING IN, VACATING APARTMENT AND TERMINATION

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

59. OWNER UNABLE TO PERFORM

Notwithstanding anything to the contrary contained in this Lease, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefore, governmental actions, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, except with respect to the obligations imposed with regard to the payment of Rent and Additional Rent to be paid by Tenant pursuant to this Lease (any of the foregoing "Force Majeure") shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage.

60. ILLEGALITY.

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

61. Electronic Signature-

The Tenants and Owner each agree that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the New York Electronic Signatures and Records Act (N.Y. State Tech. §§ 301-309) as amended from time to time.

SIGNATURES CONTINUED ON NEXT PAGE

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

Witnesses

_____[L.S.]
Owner's Signature
DocuSigned by:
Alexandra Stracey
5131F636B80E444
DocuSigned by:
_____[L.S.]
Tenant's Signature
DocuSigned by:
Marisa Fitz
AE65FD1AA35E43F
DocuSigned by:
_____[L.S.]
Tenant's Signature
DocuSigned by:
Katharine Scott
F049B8E9A4B498
DocuSigned by:
_____[L.S.]
Tenant's Signature
DocuSigned by:
[Signature]
OFFB5FA6A4BD498

GUARANTY

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

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

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

Guarantor agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the New York Electronic Signatures and Records Act (N.Y. State Tech. §§ 301-309) as amended from time to time.

Dated, _____

_____, Guarantor

Name: Robin Stracey

4780 Aberfeldy Road, Reno, NV 89519 Address

Exhibit A

MEMORANDUM CONFIRMING TERM

THIS MEMORANDUM ("Memorandum") is made as of October 4, 2023 between Derby Alphabet Blues 5872, LLC, ("Owner") and Kate Scott, Alexandra M. Stracey, Marisa B. Fitz, and Cassidy S. Meyer ("Tenant"), pursuant to that certain Lease Agreement between Owner and Tenant dated as of October 4, 2023 (the "Lease") for the Apartment located at 58-72 Avenue A, New York, NY 10009 (the "Apartment"), and more particularly described in the Lease. All initial- capitalized terms used in this Memorandum have the meanings ascribed to them in the Lease.

- 1) Owner and Tenant hereby confirm that:

(a) The Lease Commencement Date of the Lease Term is October 21, 2023;

(b) The expiration date of the Lease Term is June 15, 2025; and

(c) The date Rent commences under the Lease is October 21, 2023.
- 2) Tenant hereby confirms that:

(a) All commitments, arrangements or understandings made to induce Tenant to enter into the Lease have been satisfied;

(b) The condition of the Apartment complies with Owner's obligations under the Lease; and

(c) Tenant has accepted and is in full and complete possession of the Apartment.
- 3) This Memorandum shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first set forth above.

OWNER:

By: _____
Name:

TENANT:

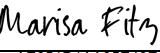
DocuSigned by:

By: 

51315C08B00E474

Name: Alexandra Stracey

DocuSigned by:

By: 

AF651MAA91E33

Name: Marisa Fitz

DocuSigned by:

By: 

F04980626601242B3

Name: Katharine Scott

DocuSigned by:

By: 

0FF68126A45BD406

Name: Cassidy Meyer

RIDER

2. Lease Rider

2.1 INTRODUCTION

IN THE EVENT OF ANY INCONSISTENCIES BETWEEN THE PROVISIONS OF THIS RIDER AND THE LEASE TO WHICH IT 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(S).

If two or more persons shall be named as the Tenant herein, all references to the Tenant herein, shall be deemed to be references to all such persons and they shall also be jointly and severally responsible for all of the obligations and liabilities of the Tenant hereunder.

It is expressly understood and agreed that this Rider and the Lease may not be changed orally.

2.2 APARTMENT AND USE

Owner has rented to Tenant the Apartment set forth herein. Except as otherwise specified in this Lease, no other goods, services, facilities or space are included in this Lease, including but not limited to parking, storage space, utilities, roof areas, decks, terraces, and/ or balconies.

The Apartment must be used only as a private residential apartment to live in and for no other purpose. By way of example and not limiting the foregoing, no home office use is permitted; no auctions, sales, public gatherings, group tours or exhibitions are permitted; and Tenant shall not operate a business from the Apartment in violation of Zoning Resolution 12-10. Only Tenant and, so long as Tenant is living in the Apartment, other persons as specifically permitted under the law (if any) may use the Apartment. The Apartment may not be used by any other person if Tenant moves out or dies, even if such person had previously used the Apartment before Tenant moved out or died. If Tenant moves out and does not formally surrender the Apartment, Tenant will still be responsible for the Apartment and the terms of this Lease and anyone that Tenant, either directly or indirectly, permitted to use the Apartment.

Before Tenant allows anyone to occupy the Apartment, Tenant must notify Owner, in writing, of the name of the additional occupant(s).

2.3 LENGTH OF LEASE

The Term of this Lease is as set forth herein. Owner and Tenant may agree to renew the Lease and extend the Lease term by written agreement, but Tenant has no right to such renewal and extension of the Lease and its Term. Owner has no obligation to give Tenant any notice of the end of the Term. If Tenant does not do everything Tenant agrees to do in this Lease, Owner may have the right to end it early. Furthermore, in the event that there is any inconsistency between the words used to recite the length of the lease and the numerical recitation of the length of the term, the term shall be as recited in words on the first page of the Lease and any contrary recitation in numbers shall be deemed to conform to the words.

If a renewal lease is issued, it will be sent within 60 days prior to the expiration of your lease. If the tenant does not inform the Owner on intent to renew or vacate within 30 days of the expiration of the lease, the tenant agrees to forfeit their entire security deposit as a penalty.

2.4 RENT

Tenant must pay Owner the monthly rent set forth in the Lease (" Monthly Rent"). in advance, on the first day of each month at the place designated by the Owner for such payments unless Owner informs Tenant by written notice of another address for payments. All fees, charges or other monies due or owed under this Lease other than rent, including, but not limited to, late fees, deposits and interest shall be deemed "additional rent" under this lease and may be collected by Owner in the same manner as 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. 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 or additional rent due. Rent will only be accepted from Tenant. Tenant 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 given 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 a claim as a tenant or right to occupy the premises, or create a landlord-tenant relationship between the third party and Owner.

In the event that any check for Rent is dishonored by the bank, for any reason, Tenant will pay, as Additional Rent, the greater of \$50.00 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 Tenant tenders three (3) checks during the term of the Lease which are dishonored by Tenant's bank for any reason, Tenant shall, upon written demand by Landlord, tender all future payments to Owner by certified check, bank check or money order.

In the event that the rent, fees or additional rent is not received by the fifth (5th) day of the month when due, Tenant shall pay to Owner additional rent in the amount of \$50.00. This "late charge" is in addition to any other remedy for non-payment of rent, additional rent or fees available to Owner pursuant to this Lease or applicable law. For the purpose of this Lease, no rent shall in any event be deemed paid until such payment is actually received, accepted, (deposited for collection), and collected by Owner.

Owner will only accept checks drawn from the Tenant's account for payment of Rent. Nevertheless, Owner's acceptance of Rent from someone other than the Tenant shall not create any tenancy nor establish any landlord tenant relationship with that third party, it being the express agreement of the parties that any payment tendered to Owner as and for Rent may be accepted without prejudice to Owner's rights, as an accommodation to on for the benefit of the Tenant.

Should Tenant vacate prior to the expiration of this Lease without Owner's written consent, Tenant shall remain responsible for all remaining rent due until the expiration of this Lease.

2.5 SECURITY DEPOSIT

Provided that Tenant is entitled to a return of Tenant's security deposit, Tenant must provide Owner with Tenant's new address in order for the security deposit to be mailed directly to Tenant. If Tenant fails to provide Owner with Tenant's new address Owner shall return the security deposit by regular mail addressed to Tenant at the Apartment.

2.6 MOVING IN

Proof of insurance prior to moves in or out must be provided a minimum of 48 hours prior to the proposed move. Elevator pads MUST be installed and common area protections erected by the super prior to any move in or out. Please contact super prior to moving out.

2.7 CARE OF YOUR APARTMENT - END OF LEASE - MOVING OUT

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 written consent before doing anything which consent may be withheld for any reason, or no reason. 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 aquariums, waterbeds or fish tanks.

Tenant may not paint or chemically treat or decorate with any wall covering, i) fireplace, ii) the kitchen cabinets, iii) bathroom tile, iv) exposed brick walls, v) window frames or mullions, or vi) wall millwork such as base moldings, crown moldings and/or chair rails. Tenant may not scrape, stain or refinish any floors. Tenant must get prior written permission from Owner for any painting or decorating, other than installing moveable furniture in the Apartment.

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, unless otherwise agreed to in writing, 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.

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.

Tenant must comply with Building policy with respect to moving into and out of the Apartment and/or the Building.

2.8 YOUR DUTY TO OBEY AND COMPLY WITH LAWS, REGULATIONS AND LEASE RULES

Recycling and Environmental Protection: Tenant will comply with all government laws, orders and regulations and with Owner's rules and instructions regarding recycling and environmental protection.

Non-Interference: Tenant will not do or permit anything to be done which (a) 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 (b) 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 constitute a breach of a substantial obligation of the Lease by Tenant.

2.9 SERVICES AND FACILITIES

Owner is not required to provide any services, other than those specifically provided under this Lease or any rider thereto and/or required by law.

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, intercom, 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.

Repairs. Tenant understands that services are rendered, repairs scheduled and replacements ordered through Owner's agent's central office, and that therefore notice of any defective condition, service or facility must be given to Owner in writing in accordance with the Notice provision of this Lease to Owner's agent's central office. No complaint to any building staff (including but not limited to superintendent, doorman, concierge, 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. Promptly on discovery of any defective condition, i) Tenant will 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. 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.

Cable TV. Cable and Satellite TV services may be available directly from the Cable and/or Satellite provider companies servicing the area. Tenant acknowledges and understands that Owner has absolutely no connection to or with any such service provider, and that Tenant shall be responsible for obtaining such service, in compliance with all of the provisions of this Lease, at Tenant's sole cost and expense. Tenant may not install or affix any antenna or satellite dish on the Building and that the installation of any such item shall be a material violation of the Lease.

2.10 ENTRY TO APARTMENT

Tenant agrees to provide access upon reasonable request by Owner for any shoring or other work Owner desires to perform in the Apartment or to any Building system or component which may be accessed through the Apartment. Tenant agrees not to unreasonably withhold access for any work Owner desires to perform in the Apartment.

Tenant must, upon taking occupancy, provide Owner with a key for every lock to the front door of the Apartment so that Owner may gain entry into the Apartment in case of an emergency. If Tenant fails to provide keys for access and Owner, in case of emergency, must gain access, Owner may use appropriate means to gain such access without any liability to Tenant.

2.11 ASSIGNING, SUBLETTING & ABANDONMENT

Supplementing the Lease. Assignment, Sublet.

- a. Tenants shall not advertise the apartment for rent on any website including but not limited to Airbnb.
- b. Tenants shall not rent the apartment for any number of days or any term without the written permission of the landlord.
- c. Tenants acknowledge that he has been informed that it is a violation of the law to rent apartments for "short term stays" which is commonly referred to as hoteling. Tenants acknowledge and agree that the activity is a danger to other tenants in the building, as it compromises the security of the building and subjects the landlord to violations to be placed by various governmental agencies.
- d. The obligations set forth herein area substantial obligation of the tenancy and are a material term.

2.12 DEFAULT

If Tenant or any Guarantor of this Lease (i) assigns property for the benefit of creditors, or (ii) files a voluntary petition or an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or (iii) 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.

Even if this Lease ends, Tenant will remain liable to Owner as provided elsewhere in this Lease.

2.13 FEES AND EXPENSES

Any legal fees and disbursements incurred by Owner or on Owner's behalf for (i) legal notices given either under this Lease or pursuant to statute by law; (ii) legal actions or proceedings, or administrative proceedings brought by Owner against Tenant relating to this Lease or the

Apartment, (including, but not limited to a lease default by Tenant, failure to move out on time, and/or failure to timely pay Rent); (iii) defending lawsuits, or administrative proceedings whether brought by Tenant against Owner relating to this Lease or Tenant's occupancy of the Apartment, or by any other person against Owner because of the actions of Tenant or persons who live with, visit or work for Tenant. This does not include any lawsuit by Tenant for personal injury or property damage, unless such claim(s) are included with other claims relating to this Lease or the Apartment.

2.14 PROPERTY LOSS, DAMAGES OR INCONVENIENCE

No employee of Owner can undertake any responsibility not provided for 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 agent's central 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.

2.15 CONDITION OF THE APARTMENT

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 tthe Building.

2.16 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 executed 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 thirty (30) days of Owner's receipt thereof.

2.17 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. Tenant agrees to

Indemnify and hold Owner harmless from any damages, including, but not limited to, fines, penalties and fees, that may be imposed as a result of any such sign, notice or advertisement.

2.18 DELIVERIES

Notwithstanding anything contained in any other paragraph of this Lease, Tenant will not deliver or cause to be delivered to Owner or Owner's employee or agent for delivery to Tenant, or to any other person, any item of property (packed or otherwise) which will have a value in excess of \$50.00. In no event will Owner be liable in excess of the sum of \$50.00 for loss or damage to any property (package or otherwise) delivered to Owner ' s employee or agent, Tenant hereby indemnifies and holds Owner harmless from and against any liability or claim in excess of \$50.00 for loss or damage to any such property which may be asserted by Tenant or any deliverer, shipper, owner of such property or other person. If any employee of Owner (i) helps Tenant in parking or delivering any automobile; or (ii) handles or delivers any packages at Tenant's request, or at the request of any occupant or guest, the employee is acting only on Tenant's behalf and Owner is not responsible for any loss, accident, damage or liability. No employee of Owner can waive any of these restrictions, increase Owner's responsibility or otherwise bind Owner unless such employee is an Officer of Owner and does so in a writing signed by such officer in Owner's name. No employee of Owner is authorized to drive or attend to the automobile of any Tenant, guest or occupant of the Building.

2.19 ELECTRICITY USAGE

In the event that Tenant installs or uses fixtures, equipment or appliances which, in Owner's sole discretion, draw excessive amounts of electricity, Tenant shall remove some or all of such equipment, upon Owner's demand therefor.

2.20 APARTMENT NOT SUBJECT TO RENT REGULATION

The Apartment is not subject to the Rent Stabilization Law, Rent Control or any other form of rent regulation which either limits the amount that Owner can charge for rent or compels Owner to renew this Lease.

In the event that the Monthly Rent or Additional Rent or any part thereof shall become uncollectible or shall be reduced or required to be refunded by any Federal, State, County or City law, order or regulation, or by direction of a public officer or body pursuant to law or the orders rules or regulations of any organization or entity formed pursuant to law, whether the same is public or private, the Tenant will take such steps as Owner may reasonably request to permit Owner to collect the maximum amount which may be legally permissible from time to time during the continuance of such restriction (but not in excess of the Rent otherwise payable under this Lease); and upon the termination, expiration or suspension of such restriction, Tenant will pay to Owner any amount equal to (a) the Rent which would have been payable under this Lease but for such restrictions less (b) the amount paid by Tenant.

2.21 NO SMOKING

Tenant understands and acknowledges that smoking is not permitted in any of the public areas of the Building or in Tenant's Apartment. Tenant further understands and acknowledges that violation of this provision constitutes a substantial breach of Tenant's lease. Tenant acknowledges that Owner has not made any representations or promises with respect to noises or odors however arising and whether occurring inside or outside the Building, and Tenant waives and releases any claim, cause of action or set off by reason of or arising out of any noise, inconvenience, aromas, scents, odors, however arising, and whether occurring inside or outside the Building. Tenant shall not rescind this Lease or be entitled to any compensation or diminution or abatement or rent, not shall it fail to honor any other obligations under this Lease by virtue of any of the above mentioned items. Tenant understands that the Building, including the Apartment, is designated as a "NO SMOKING" building. Tenant understands and agrees that the Building is a no smoking building. Smoking is strictly prohibited anywhere in the Building and Apartment. Smoking shall be grounds for eviction or rescission of the Lease.

2.22 CONSTRUCTION

Tenant acknowledges that Tenant is familiar with the Building and has been advised of the ongoing construction in the Building for the near future. Tenant understands that the ongoing construction in the Building may cause inconvenience to the Tenant. Despite any inconvenience caused by the ongoing construction, Tenant agrees not to withhold any rent due and acknowledges that Tenant may not terminate this Lease by reason of any such ongoing construction. Owner will attempt to have all work performed in a way which will minimize the interference with Tenant's use and enjoyment of the Building; however, Tenant agrees to accept all possible reasonable interference as a result of such ongoing work, including, without limitation, annoyances and inconvenience that are associated with ongoing construction activity. Tenant agrees that Tenant's reasonable expectation of the Apartment and the Building is that there may be construction work and workers in or about the premises which may temporarily cause excessive noise, annoyances, inconveniences and other problems associated with construction. Tenant acknowledges these conditions and agrees that the rent that has been agreed to was negotiated based on and took these conditions into account. The acknowledgment of these conditions is a material inducement for Owner to enter into this Lease, including, but not limited to the agreed upon rental amount. Tenant agrees that Tenant shall not make any claim against Owner as the rent provided in the Lease reflects such annoyance, inconvenience and other problems that will or may occur.

In the event any windows, light, or view in the apartment shall become obstructed, in whole or in part, as a result of the erection of a building or structure or otherwise, such occurrences shall not be deemed a breach of this Lease or any of Owner's obligations hereunder and this Lease shall remain in full force and effect without any right by Tenant to make a claim for damages, nuisance, abatement of rent or otherwise. If Tenant's apartment contains one or more "lot line" window(s), Tenant is advised that there may be erected a building or structure on adjacent property which may completely block the said lot line window(s).

2.23 MILITARY SERVICE

Tenant represents that Tenant is not in the military service or being supported by anyone in the military at this time. If for some reason any named Tenant does join any branch of the military service of the United States or New York state and becomes active in such military or becomes financially dependent upon anyone who is in any branch of the active military service, each Tenant must notify Owner in writing of the change of each Tenant's military status or financial dependency on someone who is in the active military service. If such status changes, the notice must be given by Tenant to Owner within fifteen (15) days of such change and state the branch of the military service, the date each Tenant's active military status begins and where each Tenant will be located or stationed. If any Tenant becomes financially dependent upon someone in the active military service each Tenant must provide Owner with the name of the person, each Tenant's relationship with the person and the date upon which each Tenant's financial dependency began. Each Tenant understands that Owner may use this statement about Tenant's military status or financial dependency on someone in the military by you regarding your military status to seek your removal from the Apartment and in court proceedings or actions in the event that any Tenant defaults in any of Tenant's obligations pursuant to the Lease. This notice must be sent by each Tenant to Owner by regular and certified mail return receipt requested.

2.24 ADDITIONAL RULES

Wild Animals. For sanitary reasons Tenant shall not provide food (i.e., bread crumbs, bird seed, etc.) for any wild animals, including, but not limited to, birds, squirrels, stray dogs and cats by the installation of bird feeders from the terrace and/or windows or window sills or by leaving food on the sidewalk.

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.

Hallways, Staircases, Common Areas. Tenant will not place or leave any personal property in the common areas of the building. This includes, but is not limited to doormats, umbrellas, shoes, boots, bicycles, garbage, recyclables or storage items. Tenant will not hang or shake any items out of the doors or windows or in the stairways. Tenant will not alter the exterior of the entry door to the Apartment, and will not place stickers or other notices thereon. Apartment entrance doors will not be propped open. No one is allowed on the roof.

Locks. 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.

Elevators. Tenant may only use the service elevator and service entrance to move any furniture into or out of the Building. At least one week in advance of such move, Tenant must (i) schedule the use of the service entrance and service elevator with Owner and (ii) provide Owner with a certificate of insurance from Tenant's moving company.

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 and approved by Owner in writing in advance and will not permit the same by any occupant of the Apartment, guest or invitee.

Noise and Smells. Tenant will not permit any condition to exist within the Apartment which causes smells or odors which may be detected in any apartment or other part of the Building.

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.

Waste Disposal. 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, including as set forth below in the "Recycling Rider".

Air Conditioners: Tenant may not install any window air conditioner units without prior written permission from Owner. Window air conditioner units must not exceed 120 Volts of current and must be properly installed pursuant to law by a licensed installer. If your unit has an existing air conditioner, it was left by the previous tenant and the Owner is NOT responsible for repair, maintenance or replacement. Any new installations must be approved by the Owner in writing.

Insurance: Tenant shall obtain and maintain a Renter's Insurance Policy throughout the entire term of the lease. Tenant recognizes that in the event of any damage to the apartment or building, landlord is solely responsible for the apartment and not the tenant's personal possessions. Therefore, a Renter's Insurance policy is required to insure against personal property loss. Tenant shall deliver to Owner, upon request, certificate of insurance on all policies procured by tenant in compliance with its obligations hereunder, together with proof of payment of all premiums therefore.

Bicycles/Rollerblades/Skateboards: Tenant understands and acknowledges that the riding and/or use of bicycles, roller blades, skateboards or similar wheeled device is strictly prohibited in any public areas of the Building.

Pets: Tenant must obtain the written consent of the Owner prior to obtaining or housing any pets. Permission to maintain a pet may be revoked by Owner at any time, for any reason. If Owner consents to allow a pet in the Apartment, Tenant shall agree to and execute an additional "Animal Rider."

This Rider shall be considered part of the original lease and all renewals thereof.

BY INITIALING THE FOLLOWING CLAUSES CONTAINED IN THE RIDER, TENANT CONFIRMS THAT THEY HAVE FULLY UNDERSTOOD AND AGREED TO THE FOLLOWING PROVISIONS:

2.25 RENEWALS & LATE FEES

If a renewal lease is issued, it will be sent within 60 days prior to the expiration of your lease. If the tenant does not inform the Owner of intent to renew or vacate within 30 days of the expiration of the lease, the tenant agrees to forfeit their entire security deposit as a penalty.

In the event that the rent is not received by the fifth (5th) day of the month when due, Tenant shall pay to Owner as Additional Rent a Late Charge of \$50, to defray the Owner's expenses of handling delinquent payments.

By initialing below, you acknowledge and agree to the terms in Section 2.

DS



DS



DS



DS



3. Additional Lease Riders

3.1 DECONTROL LEASE RIDER & RENT STABILIZATION LAW

Tenant acknowledges that he/she has rented an apartment which is not subject to Rent Stabilization Law, or any governmental controls regulating rent or your right to occupy the apartment. It is understood and agreed that the Landlord may not renew your lease for any reason whatsoever, nor are you entitled to a renewal lease by law. You shall be required to vacate the apartment at the expiration of the term, unless the landlord executes a renewal lease for an extension of the term. The rental and term of a renewal lease, if any, are solely within the discretion of the landlord.

3.2 RECYCLING RIDER

A) Tenant agrees, at his or her sole cost and expense, to comply with all state, federal, municipal and local governments, departments, commissions and boards regarding the collection, sorting, separation and recycling of waste products, garbage, refuse, and trash. Tenant shall sort and separate such items into categories as provided by law, and in accordance with the rules and regulations adopted by Owner for the sorting and separating of such designated recyclable materials.

B) Owner's right if the tenant fails to comply: Owner reserves the right, where permitted by law, to refuse to collect or accept from Tenant any waste products which is not separated and sorted as required by law, and to require Tenant to arrange for such collection, at Tenant's sole cost and expense, using a contractor satisfactory to Owner.

C) Fines and penalties: Indemnification of Owner: Tenant shall pay all costs, expenses, fines, penalties or damage imposed on Owner or tenant by reason of tenant's failure to comply with Paragraph A and B above, and shall indemnify, defend, and hold Owner harmless from and against any actions, claims, and suits arising from such noncompliance, using counsel reasonably satisfactory to Owner, if Owner so elects. Tenant's noncompliance with Paragraphs A, B or C shall constitute a violation of substantial obligation of the tenancy and Owner's rules and regulations. Tenant shall be liable to Owner for any cost or expenses, including attorney's fee, of any action or proceeding by Owner against Tenant, based upon Tenant's breach of Paragraphs A, B or C.

3.3 SMOKE & CARBON MONOXIDE DETECTOR RIDER

It is agreed and understood that the Landlord has provided the tenant with a fire department approved smoke detector(s) and carbon monoxide detector (s) in good working order in the apartment.

Tenant warrants and represents that he/she is aware that the tenant is solely responsible for the maintenance, servicing and repair of the smoke detector(s) including but not limited to the replacement of any batteries as well as the replacement of any and all detectors which are stolen, removed, missing or which become inoperable during the entire term of the tenancy, except as provided by applicable law or statute.

Furthermore, it is understood that the landlord is relying on the warranties and representation contained herein, and made by the Tenant, for the protection of the health safety and welfare of all tenants and property. Thus the tenant shall be liable to the Landlord for any damage resulting from the Tenant's failure to keep the smoke detector(s) and carbon monoxide detector(s) in good working order.

3.4 AIR CONDITIONER RIDER

Without limiting the generality of the Lease attached hereto, the Landlord wanted you the Tenant ("you"), to be made specifically aware of the Landlord's concerns, should you wish to install a window air-conditioner (an "A/C").

The Landlord further wanted you to expressly commit and agree to certain points relating to any possible installation of an A/C.

IF the Apartment is being rented to you without an A/C, you acknowledge that the Landlord has no obligation to install one. Should you wish to install an A/C, you shall be obligated to do so in compliance with the terms of the lease, and in compliance with the law.

Under the Lease, you are required to obtain the Landlord's consent prior to your installation of an A/C which protrudes from the Apartment. Any vendor who you might hire to install an A/C needs to be properly qualified to do so, produce evidence of insurance which is reasonably acceptable to your Landlord, and must cause such vendor's insurer to name your Landlord as an additional insured under such vendor's insurance policy.

Under the law, A/C's must be installed in a certain manner (generally: using specifically designed supporting brackets). If an installation is made in violation of these rules, your Landlord might face legal sanction or liability. You hereby commit to comply with such law should the Landlord grant approval for your installation of an A/C. Should you install or cause the installation of an A/C in violation of the law, you shall be responsible for, and agree to indemnify the Landlord for, any damages which the Landlord might suffer or be subject to (including any fine, penalty, legal and punitive damages, court cost, any charge assessed by any agency of government or court, along with the Landlord's reasonable attorney's or expeditor's fees, costs and disbursements, or costs incurred by the Landlord should he/she opt to cure the condition).

Finally, when you vacate the Apartment, you shall be responsible for removing the A/C from the premises. Should you fail to do so, among other remedies, you agree that you shall be obligated to reimburse the Landlord for his/her costs in doing so.

Without limiting the foregoing, you agree that the Landlord may deduct such costs from any unused and applied security deposit, at the Landlord's option.

3.5 NON SMOKING RIDER

Tenant acknowledges that the Unit being leased is a non-smoking Unit, and Tenant is prohibited from smoking in the Unit or on the Unit, including but not limited to common areas such as hallways, stairwells, and lobbies, or any section of the building that is deemed part of the Unit.

Smoking is herein defined as the use of any lit tobacco or substance including but not limited to cigarettes, cigars and pipes or any other matter or substance. This provision applies to Tenant and any of its guests. In no event shall smoking be permitted in the Unit or other defined common areas of the Unit and Tenant will be held liable for any activity of any of its visitors or guests that violate the terms of this paragraph.

Failure to comply with this provision shall be deemed as a material breach of the terms and conditions of this lease and grounds for forfeiture of all or a portion of Security Deposit. This nonsmoking policy does not guarantee an entirely smoke-free environment or that the air quality of a Unit is safer than that of any other rental property. It is the responsibility of Tenant to inform his/her guests of the non-smoking provision of this lease and prohibit smoking by his/her household members or guests while in the Unit and in the building. Smoking by the Tenant, members of his/her household or his/her guests in any area of the leased Unit is a violation of this Lease. A breach of this provision shall be considered a material breach of the Lease and grounds for termination of the Lease by the Landlord.

3.6 PUBLIC UTILITY RIDER

Tenant shall open an account for Public Utilities Service. If the tenant needs help setting up the account, the tenant can contact our office for assistance at (646) 860-9518 or by email at team@mondaymorningmgmt.com

3.7 AIRBNB RIDER

Short- and long-term leasing of your apartment is strictly prohibited. This includes, but is not limited to, the use of sites such as Airbnb and other peer-to-peer renting services.

Any tenant who engages in such activities will be in default of their lease agreement and subject to immediate eviction. This practice is not only prohibited by the Owner’s lease agreement and the sublet policy, but it also violates New York State Law of 2010.

3.8 PEST CONTROL RIDER

It is understood that the Tenant will work in cooperation with Owner/its agents to seek resolution of any issue that may arise as a result of any infestation discovered by Tenant, the pest control technician, or the Owner. Tenant acknowledges that, based on the extent of infestation, certain items may need to be disposed of as part of the pest control treatment, which will be determined on a case-by-case basis by Owner, in conjunction with the exterminating technicians. Tenant understands that Tenant will not be compensated for items that must be discarded in order to curtail an infestation.

Tenant further acknowledges that the Owner’s obligation under applicable laws and regulations is to provide exterminating/eradication services in the subject apartment/building to control pests; however, Tenant is responsible for the care and maintenance of Tenant’s personal property. Accordingly, Tenant agrees, at his/her own expense, to: (i) clean and maintain Tenant’s personal property to avoid and/or eradicate pest infestation, and (ii) fully cooperate with the exterminating technician contracted by Owner to prepare the apartment and Tenant’s personal property for proper exterminating/eradication services. Failure to cooperate with the Owner is a substantial and material default of the Tenant’s obligations under the Lease. In the event it is determined that any infestation found in the apartment is a result of the Tenant’s conduct, the Tenant will be responsible for the cost of any abatement conducted by the Owner. This acknowledgment shall remain in effect until such time as it is canceled by the undersigned.

3.9 EMPLOYEE MISCONDUCT

Tenant shall not engage any employee of Owner for Tenant's personal use. Unless such service is provided for in writing, in the event any Tenant shall not engage any employee of Owner for Tenant's personal use. Unless such service is provided for in writing, 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 said 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.

3.10 TENANT MISREPRESENTATION

It is agreed that in the event Tenant shall in any application document(s) for the Apartment, which are incorporated by reference herein and made a part hereof, make any misrepresentation or untruthful statement or omissions, 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, untruthful statements or omissions. In the event Owner shall discover or ascertain such misrepresentation or untruthful statement before the commencement of the term hereunder, Owner shall have the right to cancel this Lease by notifying Tenant thereof and refusing occupancy to Tenant. Owner shall return any payments made by Tenant. Any misrepresentation, untruthful statement or omission in the apartment application shall be deemed to be a material, incurable, substantial breach of the Lease.

Tenant has represented the following, which the Owner has relied upon and has served as an inducement for the Owner's agreement to enter into a lease with the Tenant:

- ☐ Tenant does not currently and will not have any pets when he/she becomes a tenant;
- ☒ Tenant is not a smoker

3.11 PUBLIC AREAS

33. PUBLIC AREAS Tenant acknowledges and agrees that:
- (i) the public halls or stairways of the Building shall not be obstructed or used for any purpose other than ingress to or egress from the apartments in the Building, including, without limitation the placement of any bicycles, velocipedes, baby carriages or strollers, doormats, carts of any kind (including grocery carts), shoes, or other property, in the Building's common areas;
 - (ii) no fire tower in the Building shall be obstructed in any way;
 - (iii) no public hall or apartment door shall be decorated or furnished by any person in any manner;
 - (iv) children shall not play in the public halls, courts, plaza, public terraces, lobby, elevators, or fire towers;
 - (v) children shall not be fed or diapered in the lobby or in any other public areas of the Building;
 - (vi) housekeepers and caregivers shall not congregate in the lobby or in other public areas of the Building;
 - (vii) children shall, at all times be supervised by an adult while in the public areas of the Building; and
 - (viii) no pets shall be permitted in the Building's public areas, including without limitation the roof deck and courtyards, without Owner's prior written consent, other than for the purpose of ingress to or egress from the Apartment.

3.12 ADVERTISEMENTS

- Tenant acknowledges and agrees that
- (i) no sign, notice, advertisement or illumination shall be inscribed, placed or displayed on or at any window or on the exterior of any door of the Apartment,
 - (ii) no sign, notice, or advertisement may be placed in any public area of the Building, except as permitted by the Owner, and
 - (iii) Tenant shall not peddle, distribute or solicit any merchandise, book, periodical, circular, handbills, pamphlets, advertising materials or otherwise, or solicit donations or contributions for or membership in any public or private organization in any public area of the Building.

3.13 FOBS & KEYS

Tenant will be given access to the apartment by one physical key and one key FOB for each lawful tenant /occupant of the apartment. Tenant /lawful occupant shall not provide keys or FOBs to other persons unless in case of emergency or to a government agency in the performance of their duties. Owner does not accept any liability for the lawful tenant/occupant distribution of these apartment FOBs or keys. Distribution of FOBs by unauthorized persons in any amenity or restricted space will result in immediate, permanent, termination of lawful tenant /occupant access to all such spaces, without advance notice. Management will not issue keys or FOBs to any person who is not listed on the lease agreement as a lawful tenant /occupant.

Tenant shall be charged \$25.00 to replace any FOB or key due to misuse and/or loss of device. Tenant will pay \$25.00 for each mailbox key replacement.

By initialing below, you acknowledge and agree to the terms in Section 3.

DS

AS

DS

MP

DS

KS

DS

KN

[DELETE IF THE BUILDING WAS ERECTED AFTER 1978]

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT

AND/OR LEAD-BASED PAINT HAZARDS

LEAD WARNING STATEMENT

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

LESSOR'S DISCLOSURE

- (a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below);
- (i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (Explain):
- _____
- (ii) X _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the lessor (Check (i) or (ii) below:
- (i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- _____
- (ii) X _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

- (c) X _____ Lessee has received copies of all information listed above.
- (d) X _____ Lessee has received the pamphlet, **Protect Your Family from Lead in Your Home.**

Agent's Acknowledgment (initial)

____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/ her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify to the best of their knowledge that the information they have provided is true and accurate.

Lessor

Signature

Date

Alexandra Stracey

Lessee

DocuSigned by:

Alexandra Stracey 10/6/2023

Signature Date

Lessee Marisa Fitz

DocuSigned by:

Marisa Fitz 10/6/2023

Signature Date

Lessee Katharine Scott

DocuSigned by:

Katharine Scott 10/6/2023

Signature Date

Lessee Kassidy Meyer

DocuSigned by:

Kassidy Meyer 10/6/2023

Signature Date



WINDOW GUARDS REQUIRED

Lease Notice to Tenant

New York City
Department of Health
and Mental Hygiene

You are required by law to have window guards installed 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 of age or younger lives in your apartment,

OR

if you ask him 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.

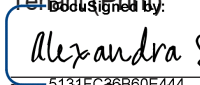
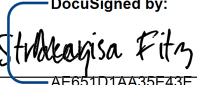
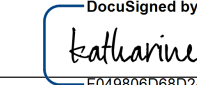
CHECK ONE

☐ **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**

Alexandra Strada Mayisa Fitz Katharine Scott Cassidy Meyer

Tenant (Print) DocuSigned by:	DocuSigned by:	DocuSigned by:	DocuSigned by:
			
5131FC26B60E444	AE651D1AA35E43E...	F049806D68D244B...	0FF8B1A6A4BD408...
Tenant's Signature			Date

66 Avenue A, Apt 3F

Tenant's Address

Apt No.

RETURN THIS FORM TO:

Monday Morning Management, LLC
Owner/Manager

41 Madison Avenue, 40th FL, New York, NY 10010
Owner/Manager's Address

**For Further Information call 311 for
Window Falls Prevention**

**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): Kate Scott, Alexandra M. Stracey, Marisa B. Fitz, and Kassidy S. Meyer

Subject Premises: 58-72 Avenue A, New York, NY 10009

Apt.#: 3F

Date of vacancy lease: October 21, 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: _____

Signature of Tenant(s): Alexandra Stracey, Marisa B. Fitz, and Kassidy S. Meyer Dated: 10/6/2023

Signature of Owner/Agent: _____ Dated: _____

RIDER**SPRINKLER DISCLOSURE**

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): Kate Scott, Alexandra M. Stracey, Marisa B. Fitz, and Cassidy S. Meyer

Lease Premises Address: 58-72 Avenue A, NY 10009

Apartment Number: #3F (the "Leased Premises")

Date of Lease: October 4, 2023

CHECK ONE:

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

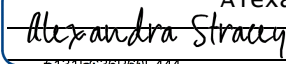
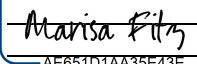
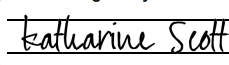
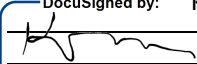
2. ☐ There is a Maintained and Operative Sprinkler System in the Leased Premises.

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.

Tenant:	Name:	DocuSigned by: Alexandra Stracey	Date	10/6/2023
	Signature:			
	Name:	DocuSigned by: Marisa Fitz	Date	10/6/2023
	Signature:			
	Name:	AE651D1AA35E43E... DocuSigned by: Katharine Scott	Date	10/6/2023
	Signature:			
	Name:	F049806D68D244B... DocuSigned by: Cassidy Meyer	Date:	10/6/2023
	Signature:			
Owner	Name:	_____	Date	_____
	Signature	_____		

RIDER**OCCUPANCY NOTICE FOR INDOOR ALLERGEN HAZARDS**

I, the owner of the building located at 58-72 Avenue A, New York, NY 10009 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 City of New York Department of Housing Preservation and Development 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 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, Jesse Hutcher, (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.

Signature

Date

RIDER**STOVE KNOB COVERS****ANNUAL NOTICE FOR TENANTS IN MULTIPLE DWELLING UNITS WITH GAS-POWERED STOVES**

The owner of the building located at 58-72 Avenue A, New York, NY 10009 is required, by Administrative Code §27-2046.4(a), to provide stove knob covers for each knob located on the front of each gas-powered stove to tenants in each dwelling unit in which a child under six years of age resides, unless there is no available stove knob cover that is compatible with the knobs on the stove. Tenants may refuse stove knob covers by marking the appropriate box on this form. Tenants may also request stove knob covers even if they do not have a child under age six residing with them, by marking the appropriate box on this form. The owner must make the stove knob covers available within 30 days of this notice. Please also note that an owner is only required to provide replacement stove knob covers twice within any one-year period. You may request or refuse stove knob covers by checking the appropriate box on the form below, and by returning it to the owner at the address provided. If you do not refuse stove knob covers in writing, the owner will attempt to make them available to you.

TENANT:

Please complete this form by checking the appropriate box, filling out the information requested, and signing.

Please return the form to the owner at the address provided by _____

Yes, I want stove knob covers or replacement stove knob covers for my stove, and I have a child under age six residing in my apartment.

Yes, I want stove knob covers or replacement stove knob covers for my stove, even though I do not have a child under age six residing in my apartment.

No, I DO NOT want stove knob covers for my stove, even though I have a child under age six residing in my apartment.

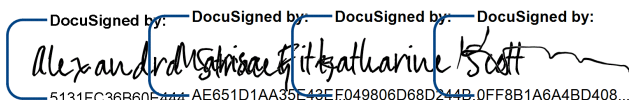
☒ No, I DO NOT want stove knob covers for my stove. There is no child under age six residing in my apartment.

Print Name, Address, and Apartment Number:

Alexandra Stracey, 66 Avenue A, Apartment 3F 10/6/2023

(Tenant Signature)

(DATE)

DocuSigned by: DocuSigned by: DocuSigned by: DocuSigned by:

 5131FC36B60E444; AE651D1AA35E43EF049806D68D244B; 0FF8B1A6A4BD408...

Return this form to: (Owner address)

Derby Alphabet Blues 5872, LLC
 41 Madison Ave, 40th Fl
 New York, NY 10010

RIDER**BUILDING SMOKING POLICY**

Building/Property Address: 58-72 Avenue A, New York, NY 10009

There is no safe amount of exposure to secondhand smoke. Adults exposed to secondhand smoke have higher risks of stroke, heart disease and lung cancer. Children exposed to secondhand smoke have higher risks of asthma attacks, respiratory illnesses, middle ear disease and sudden infant death syndrome (SIDS). For these reasons, and to help people make informed decisions on where to live, New York City requires residential building owners (referred to in this policy as the "Owner/Manager," which includes the owner of record, seller, manager, landlord, any agent thereof or governing body) in buildings with three or more residential units to create a policy on smoking and share it with all tenants. The building policy on smoking applies to any person on the property, including guests.

Definitions

Smoking: inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, little cigar, pipe, water pipe or hookah, herbal cigarette, non-tobacco smoking product (e.g., marijuana or non-tobacco shisha), or any similar form of lighted object or device designed for people to use to inhale smoke

- b. **Electronic Cigarette** (e-cigarette): a battery-operated device that heats a liquid, gel, herb or other substance and produces vapor for people to inhale

Smoke-Free Air Act

New York City law prohibits smoking and using e-cigarettes of any kind in indoor common areas, including but not limited to, lobbies, hallways, stairwells, mailrooms, fitness areas, storage areas, garages and laundry rooms in any building with three or more residential units. NYC Admin. Code, § 17-505.

Policy on Smoking

Smoking is not allowed in the locations checked below (check all boxes that apply). *Even if no boxes are checked, the Smoke-Free Air Act bans smoking tobacco or non-tobacco products and using e-cigarettes in indoor common areas.*

- ☐ ~~Inside~~ of residential units*
- ☒ ~~Outside~~ of areas that are part of residential units, including balconies, patios, and porches
- ☒ ~~Outdoor~~ common areas, including play areas, rooftops, pool areas, parking areas, and shared balconies, courtyards, patios, porches or yards
- ☒ Outdoors within 15 feet of entrances, exits, windows, and air intake units on property grounds
- ☐ Other areas/exceptions:

* Rent-stabilized and rent-controlled units may be exempt from a policy restricting smoking inside residential units unless the existing tenant consents to the policy in writing.

ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF LEASE DATED October 4, 2023 BETWEEN DERBY ALPHABET BLUES 5872, LLC AND Kate Scott, Alexandra M. Stracey, Marisa B. Fitz, and Kassidy S. Meyer AS TENANT(S), FOR APARTMENT 3F IN THE PREMISES LOCATED AT 58-72 Avenue A, New York, New York 10009. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE STANDARD FORM OF APARTMENT LEASE, THE REAL ESTATE BOARD OF NEW YORK, INC. FORM, HEREINAFTER REFERRED TO AS THE PRINTED FORM, 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.

CONSTRUCTION RIDER TO LEASE

WHEREAS, Kate Scott, Alexandra M. Stracey, Marisa B. Fitz, and Kassidy S. Meyer (hereinafter "Tenant") has requested **DERBY ALPHABET BLUES 5872, LLC**, the owner ("Owner") of **58-72 Avenue A, New York, New York 10009** (the "Premises"), that Tenant be permitted to execute a lease (hereinafter "the Lease") and enter into occupancy of the above-referenced Apartment (hereinafter "the Apartment") at the Premises; and

WHEREAS, Tenant has been specifically advised prior to the execution of the Lease by Tenant that the Owner shall be engaging in on-going construction activities at the Premises and may include, but may not be limited to, the possible need for access to the Apartment, the creation of noise, dust, debris, loss of use of portions of common areas during certain periods of time and other events normally associated with construction activities; and

WHEREAS, despite having been specifically advised as to the foregoing, Tenant, nonetheless, desires and has requested permission of Owner, that Tenant be permitted to execute the Lease and enter into the Premises and occupy the Apartment therein.

NOW THEREFORE, to induce the Owner of the Premises to grant Tenant's request for permission to be allowed execute the Lease and enter into occupancy of the Apartment:

Tenant hereby:

1. a. Assumes all the risks and hazards attendant upon Tenant's execution of the Lease and entry on and presence at the Premises and the Apartment, and agrees that the conditions in the Building related to construction shall not constitute a claim of partial or constructive eviction; and
- b. Releases the agent to the Owner, the Owner, the Construction Manager and any of their agents, employees, contractors or representatives from and against any and all causes of actions, claims, rights, demands, suits, damages and judgments which Tenant or any person on the Premises under the Tenant's permission may suffer or sustain arising out of or in connection with his/her/their presence on or about the Premises or the Apartment and Tenant's obligations under the Lease, including, but not limited to, the payment of the rent recited therein when said rent is due; and

- c. Agrees that Tenant having accepted the risk of occupancy during said period of construction and having been fully apprised of such prior to executing this Lease and/or entering into occupancy of the Apartment, shall not assert nor be entitled to assert that the occurrence of such construction activities breaches any warranties to Tenant or warrants an abatement in Tenant's rent; and
 - d. Agrees to indemnify and hold harmless the agent to the Owner, the Owner, the Construction Manager and any of their agents, employees, contractors or representatives of, from and/or against, any and/or all loss, costs, claims, suits, damages and judgments arising out of or in connection with his/her/their presence on or about the Premises or the Apartment; and
 - e. Agrees to provide access to the Apartment, on reasonable prior notice, when such is requested by Owner.
2. Tenant understands that Owner has specifically relied upon the representations made by Tenant herein in determining to enter into the Lease with Tenant. Tenant understands that Tenant's representations have served as a special inducement to Owner to execute the Lease with Tenant, such that absent Tenant's representations and inducement to Owner and Owner's specific reliance thereon, Owner would neither have offered the Lease to the Apartment to Tenant nor executed the Lease to the Apartment with Tenant. Accordingly, Tenant's breach of any of the foregoing shall constitute a material misrepresentation which may, among other remedies, entitle Owner to rescind this Lease. Tenant has made the above-described request and has executed this Rider and the Lease freely, voluntarily and knowingly.

This Rider shall be deemed to have been jointly drafted by both parties in order to avoid any negative inference against the preparer thereof. The parties hereto have caused this Rider to be executed as of the day and year recited below as the date signed by Landlord.

DERBY ALPHABET BLUES 5872, LLC

DocuSigned by:

Alexandra Stracy

10/6/2023

5131FC36B80E444...

(Tenant)

10/6/2023

Date

(Landlord)

Date

Marisa Ritz

AE66D1AA35E43E...

DocuSigned by:

10/6/2023

Date

Katharine Scott

F049806D68D244B...

DocuSigned by:

10/6/2023

Date

(Tenant)

Date

0FF8B1A6A4BD408...

ADDITIONAL CLAUSES attached to and forming a part of Lease dated October 4, 2023 between Derby Alphabet Blues 5872, LLC and Kate Scott, Alexandra M. Stracey, Marisa B. Fitz, and Cassidy S. Meyer r as Tenant(s), for Apartment #3F in the premises located at 58-72 Avenue, New York, New York. In the event of any inconsistency between the provisions of this Rider and the provisions of The Standard Form of Apartment Lease, The Real Estate Board of New York, Inc. form, hereinafter referred to as the printed form, 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.

ANIMAL RIDER

Except as provided in this Rider, no pets may be harbored in the Apartment. In this Rider, the terms "you" and "your" refer to all tenants listed on the Lease and all occupants or guests; and the terms "we", "us" and "our" refer to the owner named in the lease. Owner permits tenant to harbor only the following animal(s) (hereinafter referred to as the "animal(s)") in the Apartment on the condition that the Tenant fully complies with the following rules, terms and conditions:

Please sign and complete, as applicable "A" or "B" below

A. FOR TENANTS OCCUPYING WITHOUT ANIMALS

☒ **NO PETS**

- a. I hereby represent that I neither have an animal, nor am I requesting the Owner's permission to harbor an animal in the Apartment.
- b. I hereby represent that if I wish to harbor an animal in the Apartment in the future I shall first obtain the Owner's prior written consent and further agree that if such consent is given I will comply with all rules and requirements pertaining to the harboring of an animal in the Apartment, including the payment of the then current animal fee, or I shall be subject to a **\$1,000.00** penalty in addition to all other remedies permitted by the lease, law and equity.
- c. I understand that the Owner has specifically relied upon my representations in the entering into a lease with me, such that a lease would neither have been offered nor executed absent said representations by me.

B. FOR TENANTS REQUESTING PERMISSION TO HAVE AN ANIMAL

☐ **HAS A PET**

- a. I am hereby requesting the Owner's consent to harbor an animal in the Apartment.
- b. I hereby represent that if such consent is given that I will comply with all rules and requirements pertaining to the harboring of an animal in the apartment or I shall be subject to a **\$750.00** penalty in addition to all other remedies permitted by the lease, law and equity.
- c. I understand that the Owner has specifically relied upon my representations in the entering into a lease with me, such that a lease would neither have been offered nor executed absent said representations by me.

CONDITIONAL AUTHORIZATION FOR ANIMAL. Tenant may keep the animal that is described below in the Apartment until the Lease expires. But the Owner may revoke authorization sooner if your right to occupy is lawfully terminated or if in our judgement you and your animal, your guests, or any occupant violates any of the rules in this rider or Lease.

Tenant warrants and represents that, in the event Tenant breaches the terms of this rider, such breach shall constitute a material breach of the substantial obligation of the Lease. Owner's permission for the animal(s) mentioned below shall be immediately revoked and Owner shall be permitted to remove any animals from the Apartment and enforce the breach of the Lease, including, without limitation, commence eviction proceedings.

ADDITIONAL FEE. There is an annual fee of **\$400.00**, per animal, for having the animal in the apartment which must be delivered with this Animal Rider. This fee is deemed additional rent, and is not part of, nor may it be considered as the legal rent of the Apartment. This fee does not limit the tenants' liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.

DESCRIPTION OF ANIMAL(S). Tenant may keep only the animal(s) described below. Tenant may not substitute

any other animal(s). Neither you nor your guests or occupants may bring any other animal(s), mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect into the Building or Apartment.

Pet Type	Pet's Name	Breed	Weight	Color

SPECIAL PROVISIONS. Tenant represents that the animal(s) is/are trained and is/are peaceful in nature. Tenant further represents that the animal(s) has no history of being a threat or danger to other people or animals. Permission is not given to harbor the following or any combination of mixed breeds that contain any of the following: **Akita, Alaskan Malamute, Chow, Dalmatian, Doberman Pinscher, German Shepherd, Great Dane, Husky, Pit Bull Terriers (including American Pit Bull Terriers, American or Irish Staffordshire Terriers, Bull Terriers, Pit Bulls, American Bull Dogs and Presa Canario), Rottweiler, Saint Bernard, and Wolf Dog Hybrids.**

SPECIAL REQUIREMENTS. Tenant represents that the animal(s) is/are licensed pursuant to New York State Law and has/have appropriate yearly shots, and shall be examined regularly by a veterinarian. Tenant will provide current Veterinary documentation which will reflect the following information: Pet description, breed, age, weight and date of last vaccinations. Tenant will provide updated Veterinary documentation upon renewal of vaccinations and tenant will not let vaccination time lapse or expire. Tenant will obtain additional coverage for personal liability, as required by the Owner.

EMERGENCY. In an emergency involving an accident or injury to your animal, we have the right, but not a duty, to take the animal to a local veterinarian for treatment at your expense.

ANIMAL RULES. You are responsible for the animal's actions at all times. You agree to abide by these rules:

- The animal must not disturb the neighbors or other tenants, regardless of whether the animal is inside or outside the Apartment.
 - Dogs, Cats, and support animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.
 - Dogs, Cats, and support animals must wear an Owner-issued Identification Animal Tag at all times when outside the apartment.
 - You are prohibited from letting an animal defecate or urinate anywhere on our property. You must take the animal off the property for that purpose. Inside, animals may only urinate or defecate in a litter box with a kitty litter-type mix. If an animal defecates anywhere on our property, you'll be responsible for immediately removing the waste and repairing any damage. Despite what is outlined in this Rider, you must comply with all local ordinance's regarding animal defecation.
 - Animals may not be tied to any fixed object anywhere outside the Apartment.
 - You must not let an animal other than support animals into amenity spaces, laundry rooms, bicycle rooms, storage rooms, office, other recreational facilities, or other Apartments.
- Your animal must be fed and watered inside the Apartment. Do not leave animal food or water outside the Apartment.
- All animals must be kept on a leash and under your supervision when outside the Apartment. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We may impose reasonable charges for the picking up and/or keeping of unleashed animals.

ADDITIONAL RULES. We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every Tenant who is allowed to have animals.

COMPLAINTS ABOUT ANIMAL. You must immediately and permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other tenant or if we in our sole discretion, determine that the animal has disturbed, or is disturbing, neighbors or other tenants, inside or outside of the building.

OWNER'S REMOVAL OF ANIMAL. Should we, in our sole judgment, (a) find an animal abandoned, (b) left the animal in the Apartment for an extended period of time without food or water, or (c) failed to care for a sick animal; we may allow animal control or the local humane society to enter the Apartment and remove the animal in accordance with applicable law.

LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC. You and all co-tenants will be jointly and severally liable for the entire amount of all damages caused by the animal. The provision applies to all parts of the

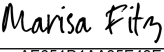
Apartment and Building areas including, but not limited to, hallways, elevators, lobby and all common areas. As the owner of the animal, your strictly liable for the entire amount of any injury that the animal causes to a person, anyone's property or another animal. You will indemnify us for all costs of litigation and attorney's fees resulting from any such damage.

MOVE OUT. Upon move out, you will pay for all cost for defleaing, deodorizing, and cleaning to protect future Tenants from possible health concerns, regardless of how long the animal was in the Apartment. We will arrange for these services, not the Tenant.

TENANTS. Each tenant who signed the Lease must sign this Rider. You, your guests, and any occupants must follow animal rules. Each tenant is jointly responsible and severally liable for damages and all other obligations set forth in the Animal Rider, even if the tenant does not own the animal.

TENANT:

**DERBY ALPHABET
BLUES 5872, LLC**

DocuSigned by:		
	10/6/2023	
5131FC38580E444... (Tenant)	Date	
DocuSigned by:		
	10/6/2023	
AE65164A33E43E... (Tenant)	Date	
DocuSigned by:		
	10/6/2023	
F049800D68D244B... (Tenant)	Date	
DocuSigned by:		
	10/6/2023	
0FF8B1A6A4BD408... (Tenant)	Date	

By:	
Name:	
Title:	

CONSTRUCTION CONCESSION RIDER

This Rider is made as of October 4, 2023 between Derby Alphabet Blues 5872, LLC ("Owner") and Kate Scott, Alexandra M. Stracey, Marisa B. Fitz, and Kassidy S. Meyer (collectively "Tenant") and modifies and supplements the terms of that certain Lease Agreement for Unit # 3F (the "Unit") between Owner and Tenant and any riders annexed thereto, dated October 4, 2023 (collectively, the "Lease.")

1. Concession:

Supplementing and amending the Lease, Owner has agreed to make concession of the gross rent stated in Paragraph 3 of the Lease Agreement only for the period from October 21, 2023 through January 4, 2023 (the "Free Rent"); provided that, the Tenant has elected to commence payments of the net effective rent equal to \$8,137.50 commencing on October 21, 2023. Tenant agrees and understands that this is not a preferential rent, but a rent concession only, and is limited to the specific months recorded herein. Tenant further agrees and understands that if Tenant defaults in the payment of rent to the Owner pursuant to the terms and conditions of the Lease, that the Owner may seek collection of all unpaid rent, including the "Free Rent" memorialized herein.

2. Full Force & Effect:

Except as set forth in this Rider, all of the terms and conditions of the Lease Agreement remain unchanged and in full force and effect.

3. Counterparts

This Rider may be executed in any number of counterparts with the same effect as if all of the parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

Tenant: DocuSigned by:  5131FC36B60E244 Print Name: Alexandra Stracey  A6031D7AA30E43E Print Name: Marisa Fitz  F049806D68D244B Print Name: Katharine Scott  0FF8B1A6A4BD408 Print Name: Kassidy Meyer	Owner: DERBY ALPHABET BLUES 5872, LLC By: _____ Name: _____ Title: _____
--	--