

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Desmond J. Smalley		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☒ Individual/Sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=Corporation, S=S corporation, P=partnership) ▶ _____ Note. Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____ 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)		
5 Address (number, street, and apt. or suite no.) See instructions. 800 Flatbush Ave #1313		Requester's name and address (optional)
6 City, state, and ZIP code Brooklyn, New York 11226		
7 List account number(s) here (optional)		

Part I	Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.	
Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.	
Social security number 245832395 or Employer identification number 	

Part II	Certification
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	

Sign Here

Signed by Desmond J. Smalley

Fri Oct 6 2023 11:32:08 AM EDT

Key: B6862AA0; IP Address: 71.105.48.86

Desmond J. Smalley (Signature of U.S. Person)

Date

General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. Form 1099-INT (interest earned or paid)	- Form 1099-DIV (dividends, including those from stocks or mutual funds) - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) - Form 1099-S (proceeds from real estate transactions) - Form 1099-K (merchant card and third party network transactions) - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) - Form 1099-C (canceled debt) - Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i>
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October 6, 2023

Dear Desmond J. Smalley:

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

Apartment: **800 Flatbush Ave #1313, Brooklyn, NY 11226**
Rent: **\$2,450.00**
Term: **1 year**
Lease Dates: **October 10, 2023 to October 9, 2024**
Source: MNS Agent

Note that no lease is binding until counter-signed by Owner. Approval is subject to our receipt of the following executed original documents together with the payments set forth below **within 48 hours**:

- | | |
|--|--|
| 1) DHCR Rider | 2) Access To Apartment |
| 3) Amenities Rider Including Rules and Regulations for Fitness Room | 4) Bedbug Infestation History Disclosure |
| 5) Construction Rider | 6) Crime Free Multi-Housing Lease Addendum |
| 7) Fire Safety Plan | 8) Indoor Allergen Hazard Notice |
| 9) Mold Notification | 10) Notice of Suspected Gas Leak |
| 11) Pet Rider | 12) Preferential Rent Rider |
| 13) Reasonable Accommodation for Persons with Disabilities | 14) Rider To Lease |
| 15) Rider To Lease | 16) Rider To Lease |
| 17) Rider To Lease - Additional Lease Provisions, Policies and Notices | 18) Rider to Standard Rent Stabilization |
| 19) Security Deposit Concession Rider | 20) Smoke Free lease Rider |
| 21) Smoking Policy | 22) Sprinkler Disclosure Lease Rider |
| 23) Stove Knob Covers | 24) Tenant Contact Worksheet |
| 25) Violence Against Women Act Addendum | 26) W-8 / W-9 |
| 27) Welcome Letter | 28) Standard Form of Apartment Lease |
| 29) Window Guards - NY | 30) Special Protections Registration |
- 31) Payment in the form of certified check, bank check or money order for the following: **\$2,450.00** representing the first month's rent payable to **BRP Caton Flats, LLC** and **\$2,450.00** representing the security deposit payable to **BRP Caton Flats, LLC**.

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

Sincerely,

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

**STANDARD FORM OF APARTMENT LEASE
THE REAL ESTATE BOARD OF NEW YORK, INC.**

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REBNY Apt. Stab. 2019 Rev 7.19

PREAMBLE: This Lease contains the agreements between You and Owner concerning Your rights and obligations and the rights and obligations of Owner. You and Owner have other rights and obligations which are set forth in government laws and regulations.

You should read this Lease and all of its attached parts carefully. If You have any questions, or if You do not understand any words or statements, get clarification. Once You and Owner sign this Lease You and Owner will be presumed to have read it and understood it. You and Owner admit that all agreements between You and Owner have been written into this Lease. You understand that any agreements made before or after this Lease was signed and not written into it will not be enforceable.

THIS LEASE is made on **October 6, 2023**
between Owner, **BRP Caton Flats, LLC**
whose address is **800 Flatbush Avenue and Brooklyn, NY 11226**
and You, the Tenant, **Desmond J. Smalley**
whose address is **800 Flatbush Ave #1313, Brooklyn, NY 11226**.

1. APARTMENT AND USE Owner agrees to lease to You Apartment **1313** in the Building at **800 Flatbush Ave, Brooklyn, NY 11226**, Borough of Brooklyn, City and State of New York.

You shall use the Apartment for living purposes only. The Apartment may be occupied by the tenant or tenants named above and by the immediate family of the tenant or tenants and by occupants as defined in and only in accordance with Real Property Law §235-f.

2. LENGTH OF LEASE The term (that means the length) of this Lease is **1 year** beginning on **October 10, 2023** and ending on **October 9, 2024**.

If you do not do everything You agree to do in this Lease, Owner may have the right to end it before the above date. If Owner does not do everything that owner agrees to do in this Lease, You may have the right to end the Lease before ending date.

3. RENT Your monthly rent for the Apartment is **\$2,450.00** until adjusted pursuant to Article 4 below in addition to the monthly or weekly charge in consideration for Your use and occupation of the of building as set forth on any rider annexed to this Lease. You must pay Owner the rent, in advance, on the first day of each month either at Owner's office or at another place that Owner may inform You of by written notice. You must pay the first month's rent to Owner when You sign this Lease if the lease begins on the first day of the month. If the Lease begins after the first day of the month, Tenant must pay when Tenant signs this Lease one (1) full months' rent and for the next full calendar month Tenant shall pay a prorated rent based on the number of days the Lease began after the first day of the month (for example, if the beginning date of this Lease is the 16th day of the month, Tenant would pay for fifteen (15) out of thirty (30) days, or one-half (1/2), of a full months' rent for the second calendar month). In any event, if the lease commencement date shall not occur on the first day of a calendar month, the term shall also include the remainder of the month in which the lease commencement date occurred. If this Lease is a Renewal Lease, the rent for the first month of this Lease need not be paid until the first day of the month when the renewal term begins. Owner need not give notice each month to Tenant to pay the rent. Rent must be paid in full and no amount subtracted from it.

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

Pursuant to Real Property Law Section 238-a(2), You shall be obligated to pay a late fee if payment of rent has not been received within five days of the first day of each month. Late fee shall be the lesser of \$50.00 or five percent of the monthly rent in addition to legal interest at the maximum amount allowable at law. You will also be liable to pay all bank fees and



charges for any check which is dishonored or returned.

- 5. SECURITY DEPOSIT** You are required to give Owner the sum of **\$2,450.00** (such amount not to exceed one (1) months' rent pursuant to The Housing Stability and Tenant Protection Act of 2019) when You sign this Lease as a security deposit, which is called in law a trust. Owner will deposit this security at **CHASE** bank at **60 East 42nd St, New York, NY 10165**.

If the Building contains six or more apartments, the bank account will earn interest. If You carry out all of your agreements in this Lease, at the end of each calendar year Owner or the bank will pay to Owner 1% interest on the deposit for administrative costs and to You all other interest earned on the security deposit.

If You carry out all of your agreements in this Lease and if You move out of the Apartment and return it to Owner in the same condition it was in when You first occupied it, except for ordinary wear and tear or damage caused by fire or other casualty, Owner will return to You the full amount of the Security Deposit and interest where applicable, within fourteen (14) days after the later of (i) the date this Lease ends, or (ii) the date You vacate the Apartment. However, if You are in default of Your 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 missed rent payments, other losses or expenses incurred and reasonable repairs of such damage and Owner shall provide You with an itemized statement indicating the basis for the amount of the Security Deposit retained within the aforementioned fourteen (14) day period.

If Owner sells or leases the building, Owner will turn over your security, with interest, either to You or to the person buying or leasing (lessee) the building within 5 days after the sale or lease. Owner will then notify You, by registered or certified mail, 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 You for the security deposit. The new owner or lessee will become responsible to You for the security deposit.

- 6. IF YOU ARE UNABLE TO MOVE IN** A situation could arise which might prevent Owner from letting You move into the Apartment on the beginning date set in this Lease. If this happens for reasons beyond Owner's reasonable control, Owner will not be responsible for Your damages or expenses, and this Lease will remain in effect. However, in such case, this Lease will start on the date when You can move in, and the ending date in Article 2 will be changed to a date reflecting the full term of years set forth in Article 2. You will not have to pay rent until the move-in date Owner gives You by written notice, or the date You move in, whichever is earlier. If Owner does not give You notice that the move-in date is within 30 days after the beginning date of the term of this Lease as stated in Article 2, You may tell Owner in writing, that Owner has 15 additional days to let You move in, or else the Lease will end. If Owner does not allow You to move in within those additional 15 days, then the Lease is ended. Any money paid by You on account of this Lease will then be refunded promptly by Owner.

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

8. WARRANTY OF HABITABILITY

- A.** All of the sections of this Lease are subject to the provisions of the Warranty of Habitability Law in the form it may have from time to time during this Lease. Nothing in this Lease can be interpreted to mean that You have given up any of your rights under that law. Under that law, Owner agrees that the Apartment and the Building are fit for human habitation and that there will be no conditions which will be detrimental to life, health or safety.
- B.** You will do nothing to interfere or make more difficult Owner's efforts to provide You and all other occupants of the Building with the required facilities and services. Any condition caused by your misconduct or the misconduct of anyone under your direction or control shall not be a breach by Owner.

9. CARE OF YOUR 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. 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).

10. 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.

11. YOUR DUTY TO OBEY AND COMPLY WITH LAWS; REGULATIONS AND LEASE RULES

- A. **Government Laws and Orders.** You will obey and comply (1) with all present and future city, state and federal laws and regulations, including the Rent Stabilization Code and Law, which affect the Building or the Apartment, and (2) with all orders and regulations of Insurance Rating Organizations which affect the Apartment and the Building. You will not allow any windows in the Apartment to be cleaned from the outside, unless the equipment and safety devices required by law are used.
- B. **Owner's Rules Affecting You.** You will obey all Owner's rules listed in this Lease and all future reasonable rules of

Owner or Owner's agent. Notice of all additional rules shall be delivered to You in writing or posted in the lobby or other public place in the building, Owner shall not be responsible to You for not enforcing any rules, regulations or provisions of another tenant's lease except to the extent required by law.

- C. Your Responsibility.** You are responsible for the behavior of yourself, of your immediate family, your servants and people who are visiting You. You will reimburse Owner as additional rent upon demand for the cost of all losses, damages, fines, penalties and reasonable legal expenses incurred by Owner because You, members of your immediate family, servants or people visiting You have not obeyed government laws and orders or the provisions and rules of this Lease.

12. OBJECTIONABLE CONDUCT As a tenant in the Building, You will not engage in nor permit family members, guests or invitees to engage in objectionable conduct. Objectionable conduct means behavior which makes or will make the Apartment or the Building less fit to live in for You or other occupants. It also means anything which interferes with the right of others to properly and peacefully enjoy their Apartments, or causes conditions that are dangerous, hazardous, unsanitary and detrimental to other tenants in the Building. Objectionable conduct by You gives Owner the right to end this Lease.

13. SERVICES AND FACILITIES

- A. Required Services.** Owner will provide cold and hot water and heat as required by law, repairs to the Apartment, as required by law, elevator service if the Building has elevator equipment, and the utilities, if any, included in the rent, as set forth in sub-paragraph B. You are 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: Gas.
- C. Electricity and Other Utilities.** If Owner provides electricity or gas and the charge is included in the rent on Page 1, or if You buy electricity or gas from Owner for a separate (sub metered) charge, your obligations are described in the Rider attached to this Lease. If electricity or gas is not included in the rent or is not charged separately by Owner, You must arrange for this service directly with the utility company. You must also pay directly for telephone service if it is not included in the rent.
- D. Appliances.** Appliances supplied by Owner in the Apartment are for your use. They will be maintained and repaired or replaced by Owner, but if repairs or replacement are made necessary because of your negligence or misuse, You will pay Owner for the cost of such repair or replacement as additional rent.
- E. Elevator Service.** If the elevator is the kind that requires an employee of Owner to operate it, Owner may end this service without reducing the rent if: (1) Owner gives You 10 days notice that this service will end; and (2) within a reasonable time after the end of this 10-day notice, Owner begins to substitute an automatic control type of elevator and proceeds diligently with its installation. All non-automatic passenger and service elevators shall be operated only by employees of Owner and must not in any event be interfered with by Tenants. The service elevators, if any, shall be used by servants, messengers and trades people for entering and leaving, and the passenger elevators, if any, shall not be used by them for any purpose. Nurses with children, however, may use the passenger elevators.
- F. Storeroom Use.** If Owner permits You to use any storeroom, laundry or any other facility located in the building but outside of the Apartment, the use of this storeroom or facility will be furnished to You free of charge and at your own risk, except for loss suffered by You due to Owner's negligence. You will operate at your expense any coin operated appliances located in such storerooms or laundries.

14. 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 You may have against Owner are only those rights which are allowed by laws in effect when the reduction in service occurs.

15. ENTRY TO APARTMENT During reasonable hours and with reasonable notice, except in emergencies, Owner 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; to inspect the Apartment and to make any necessary repairs or changes Owner decides are necessary. Your rent will not be reduced because of any of this work, unless required by law.
- B.** To show the Apartment to persons who may wish to become owners or lessees of the entire Building or may be interested in lending money to Owner;
- C.** For four months before the end of the Lease, to show the Apartment to persons who wish to rent it;
- D.** If during the last month of the Lease You have moved out and removed all or almost all of your property from the

Apartment, Owner may enter to make changes, repairs, or redecorations. Your rent will not be reduced for that month and this Lease will not be ended by Owner's entry.

- E. If at any time You are not personally present to permit Owner or Owner's representative to enter the Apartment and entry is necessary or allowed by law or under this lease, Owner or Owner's representatives may nevertheless enter the Apartment. Owner may enter by force in an emergency. Owner will not be responsible to You, unless during this entry, Owner or Owner's representative is negligent or misuses your property.

16. ASSIGNING; SUBLETTING; ABANDONMENT

- A. Assigning and Subletting. You cannot assign this Lease or sublet the Apartment without Owner's advance written consent in each instance to a request made by You in the manner required by Real Property Law §226-b. and in accordance with the provisions of the Rent Stabilization Code and Law, relating to subletting. Owner may refuse to consent to a lease assignment for any reason or no reason, but if Owner unreasonably refuses to consent to request for a Lease assignment properly made, at your request in writing, Owner will end this Lease effective as of thirty days after your request. The first and every other time you wish to sublet the Apartment, You must get the written consent of Owner unless Owner unreasonably withholds consent following your request to sublet in the manner provided by Real Property Law §226-b. Owner may impose a reasonable credit check fee on You in connection with an application to assign or sublet. If You fail to pay your rent Owner may collect rent from subtenant or occupant without releasing You from the Lease. Owner will credit the amount collected against the rent due from You. However, Owner's acceptance of such rent does not change the status of the subtenant or occupant to that of direct tenant of Owner and does not release You from this Lease.
- B. Abandonment. If You move out of the Apartment (abandonment) before the end of this Lease without the consent of Owner, this Lease will not be ended (except as provided by law following Owner's unreasonable refusal to consent to an assignment or subletting requested by You.) You will remain responsible for each monthly payment of rent as it becomes due until the end of this Lease subject to Real Property Law §227-e.

17. DEFAULT You default under the Lease if You act in any of the following ways:

- A. You fail to carry out any agreement or provision of this Lease other than Article 12 of this Lease;
- B. You do not take possession or move into the Apartment 15 days after the beginning of this Lease;
- C. You and other legal occupants of the Apartment move out permanently before this Lease ends.

If You do default in any one of these ways, other than a default in the agreement to pay rent, Owner may serve You with a written notice to stop or correct the specified default within ten days (the "Cure Period"). You must then either stop or correct the default within the Cure Period, or, if You need more than the Cure Period, You must begin to correct the default within the Cure Period and continue to do all that is necessary to correct the default as soon as possible.

If You do not stop or begin to correct a default in the Cure Period or if You or other legal occupants or guests engage in Objectionable Conduct as defined in this Lease, Owner shall give You a written notice that this Lease will end seven (7) days after the date the written notice is sent to You. At the end of the seven (7) day period, this Lease will end and You then must move out of the Apartment. If you fail to vacate on the date set forth in the termination notice, Owner shall commence an action or proceeding to recover possession. Even though this Lease ends, You will remain liable to Owner for unpaid rent up to the end of the term of this Lease set forth in Article 2 or any renewal thereof, the fair market value of your occupancy, if any, after the end of the Lease, and damages caused to Owner after that time as stated in Article 18 and as permitted by law.

If You do not pay your rent when this Lease requires, Owner or Owner's agent shall send you by certified mail a written notice stating the Owner or Owner's agent did not receive payment for rent within five (5) days of the date specified in the Lease. This does not waive, impair or modify Your obligation to pay rent by the first day of each month. If You fail to pay Owner the rent as demanded in a 14 day statutory written rent demand, Owner may commence an action or summary nonpayment eviction proceeding based upon the non-payment of rent.

Once this Lease has been ended, whether because of default or otherwise, You give up any right You might otherwise have to reinstate or renew the Lease.

18. REMEDIES OF OWNER AND YOUR LIABILITY If this Lease is ended by Owner because of your default, the following are the rights and obligations of You and Owner:

- A. You must pay your rent until this Lease has ended. Thereafter, You must pay an equal amount for what the law calls "use and occupancy" until You actually move out.
- B. Once You are 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 You vacate 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 under this Lease pursuant to Real Property Law §227-e.

C. Whether the Apartment is re-rented or not, You must pay to Owner as damages:

1. the difference between the rent in this Lease and the amount, if any, of the rents collected in any later lease or leases of the Apartment for what would have been the remaining period of this Lease except to the extent limited by Real Property Law §227-e if applicable; and
2. Owner's expenses for advertisements, broker's fees and the cost of putting the Apartment in good condition for re-rental; and
3. Owner's expenses for attorney's fees except in the event of a default judgment.

D. You shall pay all 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. If the rent collected by Owner from a subsequent tenant of the Apartment is more than the unpaid rent and damages which You owe Owner, You cannot receive the difference. Owner's failure to re-rent to another tenant will not release or change your liability for damages, unless the failure is due to Owner's deliberate inaction.

19. ADDITIONAL OWNER REMEDIES If You do not do everything You have agreed to do, or if You do anything which shows that You intend not to do what You have agreed to do, Owner has the right to ask a court to make You carry out your agreement or to give the Owner such other relief as the Court can provide. This is in addition to the remedies in Article 17 and 18 of this lease.

20. FEES AND EXPENSES

A. Owner's Right. You must reimburse Owner for any of the following fees and expenses incurred by Owner:

1. 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;
2. 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;
3. 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;
4. 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;
5. Removing any of Tenant's property from the Apartment after this Lease is ended;
6. 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;
7. 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 You to Owner as additional rent within 30 days after You receive Owner's bill or statement. If this Lease has ended when these fees and expenses are incurred, You will still be liable to Owner for the same amount as damages.

B. Tenant's Right. Owner agrees that unless sub-paragraph 4 of this Article 20 has been stricken out of this Lease You have the right to collect reasonable legal fees and expenses incurred in a successful defense by You of a lawsuit brought by Owner against You or brought by You against Owner to the extent provided by Real Property Law§ 234.

21. PROPERTY LOSS, DAMAGES OR INCONVENIENCE Unless caused by the negligence or misconduct of Owner or Owner's agents or employees, Owner or Owner's agents and employees are not responsible to You for any of the following: (1) any loss of or damage to You or your property in the Apartment or the Building due to any accidental or intentional cause, even a theft or another crime committed in the Apartment or elsewhere in the Building; (2) any loss of or damage to your property delivered to any employee of the Building (i.e., doorman, superintendent, etc.); or (3) any damage or inconvenience caused to You by actions, negligence or violations of a Lease by any other tenant or person in the Building except to the extent required by law.

Owner will not be liable for any temporary interference with light, ventilation, or view caused by construction by or in 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. Also, Owner will not be liable to You 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 You to cancel the Lease.

22. FIRE OR CASUALTY

- A. If the Apartment becomes unusable, in part or totally, because of fire, accident or other casualty, this Lease will continue unless ended by Owner under C below or by You under D below. But the rent will be reduced immediately. This reduction will be based upon the part of the Apartment which is unusable.
- B. Owner will repair and restore the Apartment, unless Owner decides to take actions described in paragraph C below.
- C. After a fire, accident or other casualty in the Building, Owner may decide to tear down the Building or to substantially rebuild it. In such case, Owner need not restore the Apartment but may end this Lease. Owner may do this even if the Apartment has not been damaged, by giving You written notice of this decision within 30 days after the date when the damage occurred. If the Apartment is usable when Owner gives You such notice, this Lease will end 60 days from the last day of the calendar month in which You were given the notice.
- D. If the Apartment is completely unusable because of fire, accident or other casualty and it is not repaired in 30 days, You may give Owner written notice that You end the Lease. If You give that notice, this Lease is considered ended on the day that the fire, accident or casualty occurred. Owner will refund your security deposit and the pro-rata portion of rents paid for the month in which the casualty happened.
- E. Unless prohibited by the applicable insurance policies, to the extent that such insurance is collected, You and Owner release and waive all right of recovery against the other or anyone claiming through or under each by way of subrogation.

23. 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, You shall have no claim against Owner for any damage resulting; You also agree that by signing this Lease, You assign to Owner any claim against the Government or Government agency for the value of the unexpired portion of this Lease.

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

You also agree to sign (if accurate) a written acknowledgement 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 you have no present claim against Owner.

25. TENANT'S RIGHT TO LIVE IN AND USE THE APARTMENT If You pay the rent and any required additional rent on time and You do everything You have agreed to do in this Lease, your tenancy cannot be cut off before the ending date, except as provided for in Articles 22, 23, and 24.

26. BILLS AND NOTICE; ELECTRONIC SIGNATURES

- A. **Notices to You.** Any notice from Owner or Owner's agent or attorney will be considered properly given to You if it (1) is in writing; (2) is signed by or in the name of Owner or Owner's agent; and (3) is (a) addressed to You at the Apartment and delivered to You personally or sent by registered or certified mail to You at the Apartment or (b) sent to You electronically to an email address You have provided to Owner or an email address from which You communicated by email to Owner. The date of service of any written notice by Owner to You under this Lease is the date of delivery or mailing of such notice.
- B. **Notices to Owner.** If You wish to give a notice to Owner, You must write it and deliver it or send it by registered, or certified mail to Owner at the address noted on page 1 of this Lease, or at another address of which Owner or Agent has given You written notice.
- C. 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.

27. 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, AND THE RIGHT TO TERMINATE THIS LEASE ON SEVEN (7) DAYS' WRITTEN NOTICE TO TENANT WITHOUT ANY RIGHT TO A CURE PERIOD, AND ANY AND ALL REMEDIES AVAILABLE UNDER THIS LEASE AND AT LAW OR EQUITY, TENANT SHALL ALSO BE RESPONSIBLE FOR ANY AND ALL FINES AND PENALTIES IMPOSED BY ANY GOVERNMENTAL OR QUASI-GOVERNEMENTAL AGENCY OR BODY.

28. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM Both You and Owner agree to give up the right to a trial by jury in a court action, proceeding or counter claim on any matters concerning this Lease, the relationship of You and Owner as Tenant and Landlord or your 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.

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

29. NO WAIVER OF LEASE PROVISIONS

- A. Even if Owner accepts your rent or fails once or more often to take action against You when You have not done what You have agreed to do in this Lease, the failure of Owner to take action or Owner's acceptance of rent does not prevent Owner from taking action at a later date if You again do not do what You have agreed to do.
- B. Only a written agreement between You and Owner can waive any violation of this Lease.
- C. If You pay and Owner accepts an amount less than all the rent due, the amount received shall be considered to be in payment of all or a part of the earliest rent due. It will not be considered an agreement by Owner to accept this lesser amount in full satisfaction of all of the rent due.
- D. Any agreement to end this Lease and also to end the rights and obligations of You and Owner must be in writing, signed by You and Owner or Owner's agent. Even if You give keys to the Apartment and they are accepted by any employee, or agent, or Owner, this Lease is not ended.

30. 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 a rider to be annexed hereto (if any) and made apart hereof.

31. RENT INCREASE FOR MAJOR CAPITAL IMPROVEMENT Owner advises you that an application for increase in stabilized rent on the ground of a building-wide major capital improvement dated _____ Docket No. _____ is now pending before the State Division of Housing and Community Renewal ("Agency"). Such application involves the following major capital improvements which are now completed or in progress:

You agree that the stabilized rent herein may be increased during the term of this lease by reason of such improvement as of a date and in the amount permitted by an order from the Agency.

32. DEFINITIONS

- A. **Owner:** The term "Owner" means the person or organization receiving or entitled to receive rent from You or the Apartment at any particular time other than a rent collector or managing agent of Owner. "Owner" includes the owner of the land or Building, a lessor, or sublessor of the land or Building and a mortgagee in possession. It does not include a former owner, even if the former owner signed this Lease.
- B. **You:** The Term "You" means the person or persons signing this Lease as Tenant and the successors and assigns of the signer. This Lease has established a tenant-landlord relationship between You and Owner.

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

34. PUBLIC ACCESS WAYS

- A. Tenant shall not block or leave anything in or on fire escapes, the sidewalks, entrances, driveways, elevators,

stairways, or halls. Public access ways shall be used only for entering and leaving the Apartment and the Building. Only those elevators and passageways designated by Owner can be used or deliveries.

B. Baby carriages, bicycles or other property of Tenant shall not be allowed to stand in the halls, passageways, public areas or courts of the Building.

35. LAUNDRY Laundry and drying apparatus, if any, shall be used by Tenant in the manner and at the times that the superintendent or other representative of Owner may direct. Tenant shall not dry or air clothes on the roof, balcony, terrace or outside the windows of Apartment.

36. KEYS AND LOCKS Owner may retain a pass key to the Apartment. Tenant may install on the entrance of the Apartment an additional lock of not more than three inches in circumference. Tenant may also install a lock on any window but only in the manner provided by law. Immediately upon making any installation of either type, Tenant shall notify Owner or Owner's agent and shall give Owner or Owner's agent a duplicate key. If changes are made to the locks or mechanism installed by Tenant, Tenant must deliver keys to Owner. At the end of this Lease, Tenant must return to Owner all keys either furnished or otherwise obtained. If Tenant loses or fails to return any keys which were furnished to Tenant, Tenant shall pay to Owner the cost of replacing them.

37. NOISE Tenant, Tenant Parties and permitted occupants shall not make or permit any disturbing noises in the Apartment or Building or permit anything to be done that will interfere with the rights, comforts or convenience of other tenants and shall not play a musical instrument or operate or allow to be operated a phonograph, radio or television set so as to disturb or annoy any other tenant in the Building.

38. NO PROJECTIONS An aerial may not be erected on the roof or outside wall of the Building without the written consent of Owner. Also, awnings or other projections shall not be attached to the outside walls of the Building or to any balcony or terrace.

39. NO PETS Dogs or animals of any kind shall not be kept or harbored in the Apartment, unless in each instance it be expressly permitted in writing by Owner. This consent, if given, can be taken back by Owner at any time for good cause on reasonably given notice. Unless carried or on a leash, a dog shall not be permitted on any passenger elevator or in any public portion of the building. Also, dogs are not permitted on any grass or garden plot under any condition. BECAUSE OF THE HEALTH HAZARD AND POSSIBLE DISTURBANCE OF OTHER TENANTS WHICH ARISE FROM THE UNCONTROLLED PRESENCE OF ANIMALS, ESPECIALLY DOGS, IN THE BUILDING, THE STRICT ADHERENCE TO THE PROVISIONS OF THIS RULE BY EACH TENANT IS A MATERIAL REQUIREMENT OF EACH LEASE. TENANT'S FAILURE TO OBEY THIS RULE SHALL BE CONSIDERED A SERIOUS VIOLATION OF AN IMPORTANT OBLIGATION BY TENANT UNDER THIS LEASE. OWNER MAY ELECT TO END THIS LEASE BASED UPON THIS VIOLATION.

40. MOVING Tenant can use the elevator to move furniture and possessions only on designated days and hours. Owner shall not be liable for any costs, expenses or damages incurred by Tenant in moving because of delays caused by the unavailability of the elevator.

41. FLOORS Apartment floors shall be covered with rugs or carpeting to the extent of at least 80% of the floor area of each room excepting only kitchens, pantries, bathrooms and hallways. The tacking strip for wall-to-wall carpeting will be glued, not nailed to the floor.

42. 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.

43. 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. Carpets, rugs or other articles shall not be hung or shaken out of any window of the Building. Tenant shall not sweep or throw or permit to be swept or thrown any dirt, garbage or other substances out of the windows or into any of the halls, elevators or elevator shafts.

44. TERRACE/BALCONY (IF APPLICABLE) All of the terms and conditions of this Lease apply to the terrace, balcony and/or backyard (as applicable). 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.

45. 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 products or, sweepings, rubbish bags, acids may be discarded in the toilets or plumbing fixtures.

- 46. 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.
- 47. MOVING IN, VACATING APARTMENT AND TERMINATION**
- A.** Should Owner become concerned with the inadequate care and/or supervision of Tenant's moving company's crew, Tenant shall instruct moving personnel to comply with Owner's reasonable request for added protection throughout the Apartment. All moving personnel must be fully insured and reasonable proof of such insurance must be supplied to Owner before moving will be permitted on or in the Apartment.
 - B.** In the course of Tenant's moving in, out or having items delivered to the Apartment, should there be any damage to the halls, doors or any other part of the Apartment or the Building, Tenant shall be responsible to pay for the repair of such damage.
- 48. LEAD BASED PAINT** Owner and Tenant shall sign and complete the lead-based paint and/or lead-based hazard disclosure annexed as a rider to this Lease.
- 49. 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.
- 50. BED BUG DISCLOSURE** Tenant and Owner shall sign and complete the disclosure of bedbug infestation history annexed as a rider attached to this Lease.
- 51. SPRINKLER DISCLOSURE** Tenant and Owner shall sign and complete the sprinkler disclosure annexed as a rider to this Lease.
- 52. 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.
- 53. 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.
- 54. SMOKING POLICY** Owner has attached as a rider the smoking policy for the Building.

SIGNATURES CONTINUED ON NEXT PAGE

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

Witnesses

BY: GREEN CEDAR MANAGEMENT, LLC AS AGENT
FOR BRP CATON FLATS, LLC



Signed by Tikisha Ortiz
Mon Oct 9 2023 11:59:03 AM EDT
Key: 900EBF0E; IP Address: 38.96.181.130

(Witness) Date

(Landlord) Date



Signed by Desmond J. Smalley
Fri Oct 6 2023 11:47:02 AM EDT
Key: B6862AA0; IP Address: 71.105.48.86

(Witness) Date

Desmond J. Smalley (Tenant) Date

(Witness) Date



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

Revision Date: March 2023

New York City LEASE Rider For Rent Stabilized Tenants

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

NOTICE

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

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

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

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

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

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

VACANCY LEASE RENT CALCULATION

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

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

Address: **800 Flatbush Ave Brooklyn, NY 11226 Apt.# 1313**

1. Previous Legal Regulated Rent **\$2,527.00**
 2. Guideline increase based on **1 year** lease. **(3.0%)** (Note: a guideline increase, **\$75.81** if authorized by the Rent Guidelines Board, can only be taken once per guideline year)
 3. Individual Apartment Improvements (IAI)
In order to collect rent increase for the IAI, you **MUST** complete the itemized list below and enter the increase in **Line 3-G** (below).
- ☐ **Tenant Request for Documentation**
Check the box if you want to request at this time, from the owner, copies of documentation (e.g., bills, invoices, cancelled checks, etc.) that clarify and support the individual apartment improvement(s) cost detailed in this rider. If you do not request it now, you have the lawful right to request it within 60 days of the execution of the lease, by certified mail and the owner must then provide the documentation within 30 days either by certified mail or by personal delivery with a signed acknowledgement receipt by tenant. (Refer to Rider Section 3, Provision 4 - Other Rent Increases, Individual Apartment Improvements.)

Individual Apartment Improvements (IAI)

NOTE: Before completing this section, refer to the IAI limitations described in Section 3 - Provision 4 of this document.

Items**3-A. Bathroom Renovation (check all applicable items)**

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

OR

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

Total Costs for Parts and Labor **3-A.** **\$0.00**

3-B. Kitchen Renovation (check all applicable items)

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

OR

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

Total Costs for Parts and Labor **3-B.** **\$0.00**

3-C. Other (check all applicable items)

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

Total Costs for Parts and Labor **3-C.** **\$0.00**

3-D. Subtotal Costs for Parts and Labor (sum of 3-A, 3-B and 3-C) **3-D.** \$ _____

3-E. Total Costs for Parts and Labor for Prior IAIs Collected on or after 6/14/19 (excluding 3-D) **3-E.** **\$0.00**

3-F. Calculating the allowable IAI increase for this installation: \$15,000 – 3-E **3-F.** **\$0.00**

3-G. Total IAI Rent Increase (1/168th or 1/180th of Line 3-D or Line 3-F, 3-G. WHICHEVER IS LESS) **3-G.** **\$0.00**

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

4. New Legal Regulated Rent (sum of 1, 2 and 3-G)	<u>\$2,602.81</u>	
4A. Preferential Rent* or Higher Actual Rent** (if charged)	<u>\$2,450.00</u>	<u>\$2,450.00</u> (enter 4 or 4A)
5. Air Conditioner Surcharges		<u>\$0.00</u>
6. Appliance Surcharges (Tenant-installed washer, dryer, dishwasher)		<u>\$0.00</u>
7. Ancillary Services charged (e.g., garage)		<u>\$0.00</u>
8. Other (specify) <u>2.2% Surcharges previously taken</u>		\$ _____
9. New Tenant's Total Payment		<u>\$2,450.00</u>

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

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

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

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

(Specify Program _____) \$ _____

(D) ☐ Other(_____) \$ _____

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

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

Lease Rider for the housing accommodation:

800 Flatbush Ave 1313

Brooklyn, NY 11226

(Print Housing Accommodation’s Address and Apartment Number)

Lease Start Date: **October 10, 2023** Lease End Date: **October 9, 2024**

Lease Dated: **October 6, 2023**

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



Signed by Desmond J. Smalley
Fri Oct 6 2023 11:48:08 AM EDT
Key: B6862AA0; IP Address: 71.105.48.86

Desmond J. Smalley (Tenant)

Date

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

Green Cedar Management, LLC as agent for BRP Caton Flats, LLC



Signed by Tikisha Ortiz
Mon Oct 9 2023 11:59:27 AM EDT
Key: 900EBF0E; IP Address: 38.96.181.130

(Landlord)

Date

Section 3 - PROVISIONS

INTRODUCTION:

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

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

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

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

1. RENEWAL LEASES

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

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

2. VACANCY LEASES

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

3. SECURITY DEPOSITS

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

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

4. OTHER RENT INCREASES

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

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

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

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

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

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

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

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

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

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

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

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

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

5. RENT REGISTRATION

(A)Initial

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

(B)Annual

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

(C)Penalties

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

6. RENEWAL LEASES

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

Owner May Refuse To Renew A Lease”).

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

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

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

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

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

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

7. RENEWAL LEASE SUCCESSION RIGHTS

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

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

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

8. SERVICES

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

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

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

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

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

9. SUBLETTING AND ASSIGNMENT

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

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

Assignment of Leases

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

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

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

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

10. WHEN AN OWNER MAY REFUSE TO RENEW A LEASE

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

make the tenant move from his/ her apartment.

Below are listed some but not all grounds for eviction:

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

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

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

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

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

11. EVICTION WHILE THE LEASE IS IN EFFECT

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

Below are listed some but not all grounds for eviction:

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

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

12. COOPERATIVE AND CONDOMINIUM CONVERSION

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

13. SENIOR CITIZENS AND DISABILITY RENT INCREASE EXEMPTION PROGRAM

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

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

14. SPECIAL CASES AND EXCEPTIONS

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

15. AIR CONDITIONER SURCHARGES

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

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

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

17. PREFERENTIAL RENT

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

18. LANGUAGE ACCESS:

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

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

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

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

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

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

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

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

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

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

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

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

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

19. FEES

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

Lawful fees:

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

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

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

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

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

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

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

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

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

Unlawful Fees:

Fees for background checks on rent stabilized tenants in occupancy.

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

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

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

Fees for owner installed air conditioner brackets are prohibited.

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

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

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

Appendix

Some agencies which can provide assistance

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

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

Queens

92-31 Union Hall Street
Jamaica, NY 11433

Lower Manhattan

25 Beaver Street
New York, NY 10004

Upper Manhattan

163 West 125th Street
New York, NY 10027

Bronx

One Fordham Plaza
Bronx, NY 10458

Brooklyn

55 Hanson Place
Brooklyn, NY 11217

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

120 Broadway, New York, NY 10271

Consumer Frauds and Protection Bureau

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

Real Estate Financing Bureau

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

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

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

BRP CATON FLATS, LLC
ACCESS TO APARTMENT

RIDER ATTACHED TO AND FORMING PART OF THE LEASE DATED October 10, 2023 BETWEEN BRP Caton Flats, LLC ("OWNER") AND Desmond J. Smalley("TENANT(S)"), FOR APARTMENT IN THE BUILDING LOCATED AT 800 Flatbush Ave, Brooklyn, NY 11226

Tenant shall, prior to taking possession, deposit with the Owner a duplicate set of keys to enter the apartment. Whenever Tenant changes any locks in the apartment, Tenant must simultaneously deposit with Owner a duplicate set of all new keys. Tenant shall not change any locks without obtaining Owner's prior written consent.

Owner and Owner's agents, employees, and workmen shall be permitted at any time during the term of this Lease to enter the apartment at reasonable hours for the purpose of inspection, for making repairs or improvements Owner deems necessary or desirable, or for the purpose of gaining access to other parts of the building when deemed necessary by Owner.

If any emergency arises and Tenant is not personally present to permit such entry into the apartment, Owner, Owner's agents, employees or workmen may immediately enter by means of a key or, if necessary, by force without being liable for damages of such entry.

At reasonable hours during the term of this Lease, Owner may enter the apartment for the purpose of showing it to prospect purchasers as well as existing or prospective lenders. During the last fourth months of this Lease, Owner may enter the apartment to show it to possible new tenants.

Green Cedar Management, LLC as agent for BRP Caton Flats, LLC

 Signed by Desmond J. Smalley
Fri Oct 6 2023 11:50:52 AM EDT
Key: B6862AA0; IP Address: 71.105.48.86

Desmond J. Smalley (Tenant)

Date

 Signed by Tikisha Ortiz
Mon Oct 9 2023 12:00:18 PM EDT
Key: 900EBF0E; IP Address: 38.96.181.130

(Landlord)

Date



BRP CATON FLATS, LLC

AMENITIES RIDER

INCLUDING RULES AND REGULATIONS FOR FITNESS ROOM

1. Use of Amenities is at your own risk; Owner is not responsible for any injuries and/or damage related to use of these spaces.
2. The hours of operation are as follows:
 - A. **Laundry- 5:00 a.m. 12:00 a.m.**
 - B. **Gym 5:00 a.m. - 12:00 a.m. (access restricted)**
 - C. **Bike Storage- 5:00 a.m. - 12:00 a.m.**
 - D. **Outdoor Space - 27th FL- 7:00 a.m. - 10:00 p.m. (seasonal; access restricted)**
 - E. **Outdoor Space - 28th- 7:00 a.m. - 12:00 a.m. (seasonal; access restricted)**
3. Bike Storage is available to all tenants but availability may be limited. Contact the Management Office to reserve a space or to be added to the waiting list. All bicycles must be stored in Bike Storage if space is available.
4. Payment is required for use of the laundry machines.
5. Persons under the age of 18 years must be accompanied by a parent, guardian or tenant.
6. Pets are not permitted in the Amenities including all outdoor spaces.
7. Casual use of the amenities is limited to the tenants and 2 guests at any time.
8. Residents are responsible for their own activities and those of their guests.
9. Please show respect for your neighbors and keep music and noise to a reasonable volume. If there is any request from a neighbor for less noise, all such noise must cease.
10. **Caton Flats** - is a non-smoking building. This applies to all of the Amenities, the apartments, and includes all Outdoor Spaces.
11. Alcohol consumption or illegal activities are not permitted.
12. If an accident occurs, you must alert both the concierge on duty and the building super. Fines will be issued to tenants for failure to alert. The building will make every effort to restore the space to its original condition in a timely manner to ensure all residents can continue to enjoy the space.
13. If a resident is found to have violated these rules or cause damage to the Common Spaces, the tenant will be required to pay for any and all damages and fees resulting. These costs may include: cost to clean, cost to repair, cost to replace, etc. Owner may also require the tenant to pay fines for the violation.
14. Fines for lack of conformance to agreement will be levied at the discretion of the Owner.
15. Owner, acting through any of its agents, reserves the right to exclude or eject without liability any tenant, guest or other person for objectionable behavior.
16. These rules are subject to change at the discretion of the Owner and/or its managing agents as deemed necessary without prior notice.
17. **RULES AND REGULATIONS FOR GYM:**
 - No food is permitted in the gym, only beverages.
 - ALL residents must sign a waiver BEFORE using the gym.
 - Guests, house guests, house sitters, personal trainers and employees of residents are NOT permitted to use the gym.
 - As a courtesy to others, please clean up after yourself. Please wipe down equipment after each use and wipe any hand marks left on the mirrors.
 - No music allowed other than with earphones.
 - No cellphone use is permitted.
 - Do not remove the equipment from the gym for any reason. This includes hand weights. Please notify the Super should

you see anyone removing the equipment.

- No children under 16 are permitted in the gym without adult supervision.
- Please do not supply the gym with old or unwanted equipment.
- Use common courtesy regarding the use and volume of the televisions.
- Equipment is on a first come, first serve basis. There is no "holding" of any equipment.
- Please return all portable equipment, including hand weights, free weights, mats, etc. and magazines to their proper storage area upon completion.

Green Cedar Management, LLC as agent for BRP Caton Flats, LLC



Signed by Desmond J. Smalley

Fri Oct 6 2023 11:53:34 AM EDT
Key: B6862AA0; IP Address: 71.105.48.86



Signed by Tikisha Ortiz

Mon Oct 9 2023 12:00:31 PM EDT
Key: 900EBF0E; IP Address: 38.96.181.130

Desmond J. Smalley (Tenant)	Date	(Landlord)	Date
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State of New York
Division of Housing and Community Renewal
 Office of Rent Administration
 Web Site: www.nysdhcr.gov

NOTICE TO TENANT
DISCLOSURE OF BEDBUG INFESTATION HISTORY

Pursuant to the NYC Housing Maintenance Code, an owner/managing agent of residential rental property shall furnish to each tenant signing a vacancy lease a notice that sets forth the property's bedbug infestation history.

Name of tenant(s): **Desmond J. Smalley**

Subject Premises: **800 Flatbush Ave #1313, Brooklyn, NY 11226**

Apt.#: **1313**

Date of vacancy lease: **October 10, 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:

Green Cedar Management, LLC as agent for BRP Caton Flats, LLC



Signed by Desmond J. Smalley

Fri Oct 6 2023 11:53:43 AM EDT

Key: B6862AA0; IP Address: 71.105.48.86

Desmond J. Smalley (Tenant)

Date



Signed by Tikisha Ortiz

Mon Oct 9 2023 12:00:40 PM EDT

Key: 900EBF0E; IP Address: 38.96.181.130

(Landlord)

Date



ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED OCTOBER 6, 2023 BETWEEN CATON FLATS (LANDLORD) AND DESMOND J. SMALLEY (TENANT) REGARDING APARTMENT 1313 IN THE PREMISES LOCATED AT 800 FLATBUSH AVE, BROOKLYN, NEW YORK 11226 . IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

RIDER TO LEASE: CONSTRUCTION

WHEREAS, Desmond J. Smalley (hereinafter "Tenant") has requested of **Caton Flats** , the Owner of the premises known as and located at **Caton Flats, 800 Flatbush Ave, Brooklyn, NY 11226**, (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, which activities shall continue during the term of the Lease, 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:

- (A)** assumes all the risks and hazards attendant upon Tenant's execution of the Lease and entry on and presence at the Premises 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 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 premises, on reasonable prior notice, when such is requested by Owner.

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 Agreement 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.

Green Cedar Management, LLC as agent for BRP Caton Flats, LLC



Signed by Desmond J. Smalley
Fri Oct 6 2023 11:54:10 AM EDT
Key: B6862AA0; IP Address: 71.105.48.86

Desmond J. Smalley (Tenant)

Date



Signed by Tikisha Ortiz
Mon Oct 9 2023 12:00:59 PM EDT
Key: 900EBF0E; IP Address: 38.96.181.130

(Landlord)

Date

BRP CATON FLATS, LLC CRIME FREE MULTI-HOUSING LEASE ADDENDUM

All residents of Crime Free Multi-Housing properties are required to sign the Lease Addendum. Please take time to read and adhere to these requirements. In consideration of the execution or renewal of a lease of the dwelling unit classified in the lease, Owner and Resident agree as follows.

1. Resident, any member of the resident's household or a guest or other person under the resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sell, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 or the Controlled Substance Act 121 U.S.C. 8021).
2. Resident, any member of the resident's household, or a guest or other person under the resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity on or near said premises.
3. Resident or member of the resident's household will not permit dwelling to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Resident or members of the resident's household or guest, or another person under the resident's control shall not engage in the manufacture, sale or distribution of illegal drugs at any location, whether on or near the dwelling unit, premises or otherwise.
5. Resident, any member of the resident's household, or a guest or another person under the resident's control shall not engage in any illegal activity, including prostitution as defined in A.R.S. 13-321 1, criminal street gang activity as defined in A.R.S. 13-105 and 13-2308, threatening or intimidating as prohibited in A.R.S. 13-1202, assault as prohibited in A.R.S. 13-1203, including but not limited to the unlawful discharge of firearms, on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety, and welfare of the landlord, his agent or other tenant or involving imminent serious property damage, as defined in A.R.S. 33-1368.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any provisions of this addendum shall be deemed a serious violation, and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease under A.R.S. 33-1377, as provided in A.R.S. 33-1368. Unless otherwise prohibited by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of this lease, the provisions of the addendum shall govern.
8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Tenant.

Green Cedar Management, LLC as agent for BRP Caton Flats, LLC



Signed by Desmond J. Smalley

Fri Oct 6 2023 11:54:20 AM EDT

Key: B6862AA0; IP Address: 71.105.48.86

Desmond J. Smalley (Tenant)

Date



Signed by Tikisha Ortiz

Mon Oct 9 2023 12:01:12 PM EDT

Key: 900EBF0E; IP Address: 38.96.181.130

(Landlord)

Date



FIRE SAFETY PLAN

PART I - BUILDING INFORMATION SECTION

BUILDING: **Caton Flats**ADDRESS: **800 Flatbush Ave, Brooklyn, NY 11226****BUILDING OWNER/REPRESENTATIVE:**Name: **Caton Flats- BRP Management**Address: **100 Park Avenue, 36th Floor New York, NY 10017**Telephone: **(718) 222-0211****BUILDING INFORMATION:****Year of Construction:** **2021****Type of Construction:** **Non-Combustible****Number of Floors:** **14** Above Ground **1** Below Ground**Sprinkler System:** **Yes****Fire Alarm:** **Yes**; Transmits Alarm to Fire Dept/Fire Alarm Co.

Manual Pull Stations: Lobby command station and at the cellar level of the B and C stairs

Public Address System: **Yes**

Location of Speakers: Yes; Location of speakers: Stairways, Dwelling Units

Means of Egress: (e.g., Unenclosed/Enclosed Interior Stairs, Exterior Stairs, Fire Tower Stairs, Fire Escapes, Exits):

Type of Egress	Identification	Location	Leads to
Exit	-	Main Exit at lobby floor	From the front of the lobby floor directly to Flatbush Avenue
Enclosed interior stairs	A	Center of Building	Roof to Cellar
Enclosed interior stairs	B	Center of Building	Roof to Cellar
Enclosed interior stairs	C	Center of Building	Ground Floor to Cellar
Enclosed interior stairs	E	South side of building	Ground Floor to Cellar
Exit	-	Garage exit	Vehicle ramp from garage to Canton Avenue
Exit	-	Garage exit	Exit doorway from garage to Stair A
Exit	-	Garage exit	Exit doorway from garage to Stair A
Exit	-	Garage exit	Exit doorway from garage to Stair B
Exit	-	Garage exit	Exit doorway from garage to Stair E



Initials:



Caton Flats

Other Information:

Emergency Lighting is provided in the following areas: All Stairways, Garage and Cellar. There is no access to any adjoining building at roof level.

DATE PREPARED:

10/19/2021

FIRE SAFETY PLAN PART II - FIRE EMERGENCY INFORMATION

BUILDING: Caton Flats

ADDRESS: 800 Flatbush Ave #1313, Brooklyn, NY 11226

THIS FIRE SAFETY PLAN IS INTENDED TO HELP YOU AND THE MEMBERS OF YOUR HOUSEHOLD PROTECT YOURSELVES IN THE EVENT OF FIRE. THIS FIRE SAFETY PLAN CONTAINS:

- Basic fire prevention and fire preparedness measures that will reduce the risk of fire and maximize your safety in the event of a fire.
- Basic information about your building, including the type of construction, the different ways of exiting the building, and the types of fire safety systems it may have.
- Emergency fire safety and evacuation instructions in the event of fire in your building.

PLEASE TAKE THE TIME TO READ THIS FIRE SAFETY PLAN AND TO DISCUSS IT WITH THE MEMBERS OF YOUR HOUSEHOLD. FIRE PREVENTION, PREPAREDNESS, AND AWARENESS CAN SAVE YOUR LIFE!

IN THE EVENT OF A FIRE,

CALL 911

OR THE FIRE DEPARTMENT DISPATCHER, AT

Manhattan	(212) 999-2222
Bronx	(718) 999-3333
Brooklyn	(718) 999-4444
Queens	(718) 999-5555
Staten Island	(718) 999-6666

OR TRANSMIT AN ALARM FROM THE NEAREST FIRE ALARM BOX

BASIC FIRE PREVENTION AND FIRE PREPAREDNESS MEASURES

These are fire safety tips that everybody should follow:

1. Every apartment should be equipped with at least one smoke detector. Check them periodically to make sure they work. Most smoke detectors can be tested by pressing the test button. Replace the batteries in the spring and fall when you move your clocks forward or back an hour, and whenever a smoke detector chirps to signal that its battery is low. The smoke detector should be replaced on a regular basis in accordance with the manufacturer's recommendation, but at least once every ten years.
2. Carelessly handled or discarded cigarettes are the leading cause of fire deaths. Never smoke in bed or when you are drowsy, and be especially careful when smoking on a sofa. Be sure that you completely extinguish every cigarette in an ashtray that is deep and won't tip over. Never leave a lit or smoldering cigarette on furniture.
3. Matches and lighters can be deadly in the hands of children. Store them out of reach of children and teach them about the danger of fire.
4. Do not leave cooking unattended. Keep stove tops clean and free of items that can catch on fire. Before you go to bed, check your kitchen to ensure that your oven is off and any coffeepot or teapot is unplugged.
5. Never overload electrical outlets. Replace any electrical cord that is cracked or frayed. Never run extension cords under rugs. Use only power strips with circuit-breakers.
6. Keep all doorways and windows leading to fire escapes free of obstructions, and report to the owner any obstructions or accumulations of rubbish in the hallways, stairwells, fire escapes or other means of egress.
7. Install window gates only if it is absolutely necessary for security reasons. Install only approved window

gates. Do not install window gates with key locks. A delay in finding or using the key could cost lives. Maintain the window gate's opening device so it operates smoothly. Familiarize yourself and the members of your household with the operation of the window gate.

8. Familiarize yourself and members of your household with the location of all stairwells, fire escapes and other means of egress.
9. With the members of your household, prepare an emergency escape route to use in the event of a fire in the building. Choose a meeting place a safe distance from your building where you should all meet in case you get separated during a fire.
10. Exercise care in the use and placement of fresh cut decorative greens, such as Christmas trees and holiday wreaths. If possible, keep them planted or in water. Do not place them in public hallways or where they might block egress from your apartment if they catch on fire. Keep them away from any flame, including fireplaces. Do not keep for extended period of time; as they dry, decorative greens become easily combustible.

BUILDING INFORMATION

Building Construction

In a fire emergency, the decision to leave or to stay in your apartment will depend in part on the type of building you are in.

Residential buildings built before 1968 are generally classified either as "fireproof" or "non-fireproof." Residential buildings built in or after 1968 are generally classified either as "combustible" or "non-combustible". The type of building construction generally depends on the size and height of the building.

A "non-combustible" or "fireproof" building is a building whose structural components (the supporting elements of the building, such as steel or reinforced concrete beams and floors) are constructed of materials that do not burn or are resistant to fire and therefore will not contribute to the spread of the fire. In such buildings, fires are more likely to be contained in the apartment or space in which they start and less likely to spread inside the building walls to other apartments and floors. **THIS DOES NOT MEAN THAT THE BUILDING IS IMMUNE TO FIRE.** While the structural components of the building may not catch fire, all of the contents of the building (including furniture, carpeting, wood floors, decorations and personal belongings) may catch on fire and generate flame, heat and large amounts of smoke, which can travel throughout the building, especially if apartment or stairwell doors are left open.

A "combustible" or "non-fireproof" building has structural components (such as wood) that will burn if exposed to fire and can contribute to the spread of the fire. In such buildings, the fire can spread inside the building walls to other apartments and floors, in addition to the flame, heat and smoke that can be generated by the burning of the contents of the building.

Be sure to check Part I (Building Information Section) of this fire safety plan to see what type of building you are in.

Means of Egress

All residential buildings have at least one means of egress (way of exiting the building), and most have at least two. There are several different types of egress:

Interior Stairs: All buildings have stairs leading to the street level. These stairs may be enclosed or unenclosed. Unenclosed stairwells (stairs that are not separated from the hallways by walls and doors) do not prevent the spread of flame, heat and smoke. Since flame, heat and smoke generally rise, unenclosed stairwells may not ensure safe egress in the event of a fire on a lower floor. Enclosed stairs are more likely to permit safe egress from the building, if the doors are kept closed. It is important to get familiar with the means of egress available in your building.

Exterior Stairs: Some buildings provide access to the apartments by means of stairs and corridors that are outdoors. The fact that they are outdoors and do not trap heat and smoke enhances their safety in the event of a fire, provided that they are not obstructed.

Fire Tower Stairs: These are generally enclosed stairwells in a "tower" separated from the building by air shafts open to the outside. The open air shafts allow heat and smoke to escape from the building.

Fire Escapes: Many older buildings are equipped with a fire escape on the outside of the building, which is accessed through a window or balcony. Fire escapes are considered a "secondary" or alternative means of egress, and are to be used if the primary means of egress (stairwells) cannot be safely used to exit the building because they are obstructed by flame, heat or smoke.

Exits: Most buildings have more than one exit. In addition to the main entrance to the building, there may be separate side exits, rear exits, basement exits, roof exits and exits to the street from stairwells. Some of these exits may have alarms. Not all of these exits may lead to the street. Roof exits may or may not allow access to adjoining buildings.

Be sure to review Part I (Building Information Section) of this fire safety plan and familiarize yourself with the different means of egress from your building.

Fire Sprinkler Systems

A fire sprinkler system is a system of pipes and sprinkler heads that when triggered by the heat of a fire automatically discharges water that extinguishes the fire. The sprinkler system will continue to discharge water until it is turned off. When a sprinkler system activates, an alarm is sounded.

Sprinkler systems are very effective at preventing fire from spreading beyond the room in which it starts. However, the fire may still generate smoke, which can travel throughout the building.

Residential buildings are generally not required to have fire sprinkler systems. Some residential buildings are equipped with sprinkler systems, but only in compactor chutes and rooms or boiler rooms. All apartment buildings constructed or substantially renovated after March 1999 will be required by law to be equipped with fire sprinkler systems throughout the building.

Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with fire sprinkler systems.

Interior Fire Alarm Systems

Although generally not required, some residential buildings are equipped with interior fire alarm systems that are designed to warn building occupants of a fire in the building. Interior fire alarm systems generally consist of a panel located in a lobby or basement, with manual pull stations located near the main entrance and by each stairwell door. Interior fire alarm systems are usually manually-activated (must be pulled by hand) and do not automatically transmit a signal to the Fire Department, so a telephone call must still be made to 911 or the Fire Department dispatcher. Do not assume that the Fire Department has been notified because you hear a fire alarm or smoke detector sounding in the building.

Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with an interior fire alarm system and whether the alarm is transmitted to the Fire Department, and familiarize yourself with the location of the manual pull stations and how to activate them in the event of a fire.

Public Address Systems

Although generally not required, some residential buildings are equipped with public address systems that enable voice communications from a central location, usually in the building lobby. Public address systems are different from building intercoms, and usually consist of loudspeakers in building hallways and/or stairwells.

Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with a public address system.

EMERGENCY FIRE SAFETY AND EVACUATION INSTRUCTIONS

IN THE EVENT OF A FIRE, FOLLOW THE DIRECTIONS OF FIRE DEPARTMENT PERSONNEL. HOWEVER, THERE MAY BE EMERGENCY SITUATIONS IN WHICH YOU MAY BE REQUIRED TO DECIDE ON A COURSE OF ACTION TO PROTECT YOURSELF AND THE OTHER MEMBERS OF YOUR HOUSEHOLD.

THIS FIRE SAFETY PLAN IS INTENDED TO ASSIST YOU IN SELECTING THE SAFEST COURSE OF ACTION IN SUCH AN EMERGENCY. PLEASE NOTE THAT NO FIRE SAFETY PLAN CAN ACCOUNT FOR ALL OF THE POSSIBLE FACTORS AND CHANGING CONDITIONS; YOU WILL HAVE TO DECIDE FOR YOURSELF WHAT IS THE SAFEST COURSE OF ACTION UNDER THE CIRCUMSTANCES.

General Emergency Fire Safety Instructions

1. Stay calm. Do not panic. Notify the Fire Department as soon as possible. Firefighters will be on the scene of a fire within minutes of receiving an alarm.
2. Because flame, heat and smoke rise, generally a fire on a floor below your apartment presents a greater risk to your safety than a fire on a floor above your apartment.
3. Do not overestimate your ability to put out a fire. Most fires cannot be easily or safely extinguished. Do not attempt to put the fire out once it begins to quickly spread. If you attempt to put a fire out, make sure you have a clear path of retreat from the room.
4. If you decide to exit the building during a fire, close all doors as you exit to confine the fire never use the elevator. It could stop between floors or take you to where the fire is.
5. Heat, smoke and gases emitted by burning materials can quickly choke you. If you are caught in a heavy smoke condition, get down on the floor and crawl. Take short breaths, breathing through your nose.
6. If your clothes catch fire, don't run. Stop where you are, drop to the ground, cover your face with your hands to protect your face and lungs and roll over to smother the flames.

Evacuation Instructions If The Fire Is In Your Apartment

(All Types of Building Construction)

1. Close the door to the room where the fire is, and leave the apartment.
2. Make sure EVERYONE leaves the apartment with you.
3. Take your keys.
4. Close, but do not lock, the apartment door.
5. Alert people on your floor by knocking on their doors on your way to the exit.
6. Use the nearest stairwell to exit the building.
7. DO NOT USE THE ELEVATOR.
8. Call 911 once you reach a safe location. Do not assume the fire has been reported unless firefighters are on the scene.
9. Meet the members of your household at a predetermined location outside the building. Notify responding firefighters if anyone is unaccounted for.

Evacuation Instructions if The Fire Is Not In Your Apartment

"NON-COMBUSTIBLE" OR "FIREPROOF" BUILDINGS:

1. Stay inside your apartment and listen for instructions from firefighters unless conditions become dangerous.
2. If you must exit your apartment, first feel the apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.
3. If you can safely exit your apartment, follow the instructions above for a fire in your apartment.
4. If you cannot safely exit your apartment or building, call 911 and tell them your address, floor, apartment number and the number of people in your apartment.
5. Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.
6. Open windows a few inches at top and bottom unless flames and smoke are coming from below. Do not break any windows.
7. If conditions in the apartment appear life-threatening, open a window and wave a towel or sheet to attract the attention of firefighters.
8. If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to a balcony or terrace away from the source of the smoke, heat or fire.

"COMBUSTIBLE" OR "NON-FIREPROOF" BUILDINGS:

1. Feel your apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.
2. Exit your apartment and building if you can safely do so, following the instructions above for a fire in your apartment.
3. If the hallway or stairwell is not safe because of smoke, heat or fire and you have access to a fire escape, use it to exit the building. Proceed cautiously on the fire escape and always carry or hold onto small children.
4. If you cannot use the stairs or fire escape, call 911 and tell them your address, floor, apartment number and the number of people in your apartment.
 - A. Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.
 - B. Open windows a few inches at top and bottom unless flames and smoke are coming from below. Do not break any windows.
 - C. If conditions in the apartment appear life-threatening, open a window and wave a towel or sheet to attract the attention of firefighters.
 - D. If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to a balcony or terrace away from the source of the smoke, heat or fire.

LEASE/COMMENCEMENT OF OCCUPANCY NOTICE FOR INDOOR ALLERGEN HAZARDS

1. The owner of this building is required, under New York City Administrative Code section 27- 2017.1 et seq., to make an annual inspection for indoor allergen hazards (such as mold, mice, rats, and cockroaches) in your apartment and the common areas of the building. The owner must also inspect if you inform him or her that there is a condition in your apartment that is likely to cause an indoor allergen hazard, or you request an inspection, or the Department has issued a violation requiring correction of an indoor allergen hazard for your apartment. If there is an indoor allergen hazard in your apartment, the owner is required to fix it, using the safe work practices that are provided in the law. The owner must also provide new tenants with a pamphlet containing information about indoor allergen hazards.
2. The owner of this building is also required, prior to your occupancy as a new tenant, to fix all visible mold and pest infestations in the apartment, as well as any underlying defects, like leaks, using the safe work practices provided in the law. If the owner provides carpeting or furniture, he or she must thoroughly clean and vacuum it prior to occupancy. This notice must be signed by the owner or his or her representative, and state that he or she has complied with these requirements.

I, **Caton Flats** (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.

Green Cedar Management, LLC as agent for BRP Caton Flats, LLC



Signed by Tikisha Ortiz

Mon Oct 9 2023 12:03:16 PM EDT

Key: 900EBF0E; IP Address: 38.96.181.130

(Landlord)

Date

BRP CATON FLATS, LLC MOLD NOTIFICATION

RIDER ATTACHED TO AND FORMING PART OF THE LEASE DATED October 10, 2023 BETWEEN BRP Caton Flats, LLC ("OWNER") AND Desmond J. Smalley ("TENANT(S)"), FOR APARTMENT 1313 IN THE BUILDING LOCATED AT 800 Flatbush Ave, Brooklyn, NY 11226.

It is our goal to maintain the highest living environment for our residents. Therefore, know that the Management and Staff has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold or mildew contamination. Tenant is hereby notified that mold, however, can grow if the premises are not properly maintained and ventilated. If moisture is allowed to accumulate in the unit, it can cause mildew and mold to grow. It is important that Tenant regularly allows air to circulate in the apartment. It is also important that Tenant keeps the interior of the unit clean and that he/she/they promptly notify the Owner/Agent of any leaks, moisture problems, and/or mold growth.

Tenant agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew in the premises. Tenant agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Tenant agrees to keep the unit free of dirt and debris that can harbor mold.
2. Tenant agrees to immediately report to the Management and Staff any water intrusion, such as plumbing leaks, drips, or "sweating" pipes.
3. Tenant agrees to notify Management and Staff of overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
4. Tenant agrees to report to Management and Staff any significant mold growth on surfaces inside the premises.
5. Tenant agrees to allow Management and Staff to enter the unit to inspect and make necessary repairs.
6. Tenant agrees to use bathroom fans while showering or bathing and to report any non-working fans.
7. Tenant agrees to use exhaust fans whenever cooking, dishwashing, or cleaning.
8. Tenant agrees to use all reasonable care during inclement weather to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior unit.
9. Tenant agrees to clean and dry any visible moisture on windows, walls and other surfaces, including personal property, as soon as reasonably possible. (Note: Mold can grow on damp surfaces within 24 to 48 hours.)
10. Tenant agrees to notify the Management and Staff of any problems with the air conditioning or heating systems that are discovered by the Tenant.
11. Tenant agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the Tenant's failure to comply with the lease agreement, and addendums thereto.
12. Tenant agrees to pay for the remediation of any mold caused by Tenant's negligence or failure to comply with the lease agreement or addendums thereto.

Green Cedar Management, LLC as agent for BRP Caton Flats, LLC



Signed by Desmond J. Smalley

Fri Oct 6 2023 11:55:51 AM EDT

Key: B6862AA0; IP Address: 71.105.48.86

Desmond J. Smalley (Tenant)

Date



Signed by Tikisha Ortiz

Mon Oct 9 2023 12:03:25 PM EDT

Key: 900EBF0E; IP Address: 38.96.181.130

(Landlord)

Date



Section 12-12.1 of Chapter 12 of Title 28 of the Rules of the City of New York describes conditions under which a combined notice may be used, combining notice of suspected gas leak procedures with notice for smoke detectors and carbon monoxide detectors. A sample of a combined notice is below:

NOTICE FOR SUSPECTED GAS LEAKS, SMOKE DETECTING DEVICES, AND CARBON MONOXIDE ALARMS

The law requires the owner of the premises to notify tenants regarding the following:

Suspected Gas Leak Procedure: When a tenant suspects that a gas leak has occurred, the tenant should take the following actions:

1. Quickly open nearby doors and windows and then leave the building immediately; do not attempt to locate the leak. Do not turn on or off any electrical appliances, do not smoke or light matches or lighters, and do not use a house-phone or cell-phone within the building;
2. After leaving the building, from a safe distance away from the building, call 911 immediately to report the suspected gas leak;
3. After calling 911, call the gas service provider for this building as follows:

Provider **National Grid**

Number **(718) 643-4050**

Smoke Detectors: The law requires the owner of the premises to provide and install one or more approved and operational smoke detectors in each apartment and to periodically replace such devices upon the expiration of their useful life in accordance with article 312 of chapter 3 of title 28 of the New York City Administrative Code. The tenant of each apartment is responsible for the maintenance and repair of the detectors installed in the apartment and for replacing any or all detectors which are stolen, removed, missing or become inoperable during the occupancy of the apartment with a device meeting the requirements of article 312 of chapter 3 of title 28 of the Administrative Code, unless a detector becomes inoperable within one year of being installed due to a manufacturing defect. The tenant of each apartment in this building in which a battery-operated smoke detector is provided and installed shall pay the owner a maximum of twenty-five dollars or a maximum of fifty dollars where a combined smoke and carbon monoxide detecting device is installed for the cost of providing and installing each detector. The tenant has one (1) year from the date of installation to make such payment to the owner.

Carbon Monoxide Detectors: The law requires the owner of the premises to provide a carbon monoxide alarm in each apartment in this building. The carbon monoxide alarm must be placed within 15 feet of the primary entrance to each sleeping room, must be equipped with an end of life alarm, and must be periodically replaced by the owner as necessary when the suggested useful life of the alarm expires. Tenants are responsible for the maintenance and repair of the alarms installed in the apartment and for replacing any or all alarms that are stolen, removed, missing, or become inoperable during the occupancy of the apartment, unless an alarm becomes inoperable within one year of being installed due to a manufacturing defect. The occupant of each apartment in which a carbon monoxide alarm is provided and installed must pay the owner **\$25.00** per alarm, or a maximum of **\$50.00** per device where a combined smoke and carbon monoxide detecting device is installed. This fee covers the cost of the work for the initial installation and each periodic replacement. The occupant has one year from the date of installation to pay the owner.



Signed by Desmond J. Smalley

Fri Oct 6 2023 11:55:57 AM EDT

Key: B6862AA0; IP Address: 71.105.48.86

Desmond J. Smalley (Tenant)

Date

ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE DATED OCTOBER 6, 2023 CATON FLATS (LANDLORD) AND DESMOND J. SMALLEY (TENANT) REGARDING APARTMENT 1313 IN THE PREMISES LOCATED AT 800 FLATBUSH AVE, BROOKLYN, NY. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

PET RIDER

Except as provided in this Rider, no pets may be harbored in the Apartment. Owner permits Tenant to harbor only the following pet(s) (hereinafter referred to as the "pet(s)") in the Apartment and only on the condition that 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 PETS:

- 1. I hereby represent that I neither have a pet, nor am I requesting the owner's permission to harbor a pet in the Apartment.
- 2. I hereby represent that if I wish to harbor a pet 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 a pet in the Apartment or I shall be subject to a \$1,000.00 penalty in addition to all other remedies permitted by the lease, law and equity.
- 3. I understand that the Owner has specifically relied upon my representations in entering into a lease with me, such that a lease would neither have been offered nor executed absent said representations by me.

Green Cedar Management, LLC as agent for BRP Caton Flats, LLC



Signed by Desmond J. Smalley
Fri Oct 6 2023 11:56:07 AM EDT
Key: B6862AA0; IP Address: 71.105.48.86

Desmond J. Smalley (Tenant)

Date



Signed by Tikisha Ortiz
Mon Oct 9 2023 12:03:44 PM EDT
Key: 900EBF0E; IP Address: 38.96.181.130

(Landlord)

Date

B. FOR TENANTS REQUESTING PERMISSION TO HAVE A PET:

1. I am hereby requesting the Owner's consent to harbor a pet in the Apartment.
2. I hereby represent that if such consent is given I will comply with all rules and requirements pertaining to the harboring of a pet in the Apartment or I shall be subject to \$1,000.00 penalty in addition to all other remedies permitted by the lease, law and equity.
3. I understand that the Owner has specifically relied upon my representation in entering into a lease with me, such that a lease would neither have been offered nor executed absent said representations by me.

Description of Pet(s) (This information must be filled out by the Tenant):

No pets have been authorized at this time.

TERMS AND CONDITIONS:

1. Rules:

- a. The pet(s) must not be a nuisance or cause a disturbance to the Owner, Owner's property, other tenants of the building or guests or invitees entering the building. Excessive barking or noise as determined by Owner shall be considered a nuisance or disturbance.
 - b. The pet(s) must be accompanied by a person at all times outside of the apartment. The pet(s) is not permitted in the common areas of the Building, including, but not limited to the terrace/deck, laundry rooms, storage areas and any other public area, amenity or facility space of the Building except for the hallways of Tenant's floor, elevators, stairwells and lobby when being transported in or out of the Building. Tenant shall carry the pet(s) (or maintain pet(s) on a leash of not more than six (6) feet), whenever the pet(s) leaves the Apartment and enters any public/common area of the Building. Owner may require tenant to muzzle dog in the public areas in and around the Building.
 - c. Under no circumstances may Tenant harbor any pet(s) other than, in lieu of, or in replacement of the pet(s) specifically described above.
 - d. Subject to Owner's prior approval, Tenant may keep one (1) dog (up to 40lbs at full growth) OR one cat in the Apartment. TENANT MUST PROVIDE PHOTOGRAPH OF PET(S) AT THE TIME REQUEST IS MADE.
 - e. Tenant represents that the pet(s) is of a breed which is peaceful in nature, will not present a nuisance, threat or danger to other people or animals and has never to Tenant's knowledge causes serious harm to any person.
 - f. Notwithstanding the above, permission is not given to harbor dogs of the Rottweiler, American pit-bull, Pit-bull Terrier, Pit-bull, Staffordshire Terrier, Presa Canario, Cane Corso Great Dane, Akitas, Chow Chow, Siberian Huskies, Schipperke, Wolf-hybrids, Mastiff, Alaskan Malamutes, German Shepherd, and Doberman Pinscher variety, mixed or pedigreed or any breed (in Owner's sole discretion) with an aggressive nature, or any breed (in Owner's sole discretion) with an aggressive nature, and such dog(s) shall not be kept in the Apartment for any period of time.
 - g. The pet(s) must be housebroken. The pet(s) must never be allowed to urinate or defecate in the Tenant's apartment, in landscaped areas, planters, within the Building or on any other Building property.
 - h. Should the pet(s) reach an age where the pet(s) cannot control his bodily functions, Owner may require Tenant to cause the pets removal from the Building.
 - i. If the pet(s) is a dog, dog must be licensed by the New York City Department of Health, have appropriate yearly shots and be examined regularly by its veterinarian. Tenant, prior to Lease execution, shall provide Owner with documents evidencing licensing, shots and veterinary examinations and thereafter upon request.
2. Tenant represents and agrees that Tenant shall fully comply with the conditions set forth in this Rider. Because of the health hazard and possible disturbance of other tenants, which arise from unrestricted presence of pets in the Building, Tenant is required to and agrees to adhere to all of the provisions of these rules.
 3. Owner's consent to the harboring of pet(s) is limited to the pet(s) referred to herein only (such that no additional or replacement pet(s) may be brought into the Apartment pursuant to this Rider), and is predicated upon the specific presentations and compliance with the representations and the agreements herein by Tenant, absent which Owner would not have executed this Rider.
 4. Tenant acknowledges, agrees, warrants and represents that a breach by Tenant, or Tenant's guests or invitees, of the terms of this Rider shall constitute a material breach of a substantial obligation of the Lease, and that, upon any such breach, this permission to harbor a pet(s) is revoked. Tenant shall promptly upon notice remove the pet(s) being harbored in the Apartment. In the event that Tenant breaches any of the terms contained in this Pet Rider, Owner may commence

- legal proceedings against Tenant in order to remove the pet(s) from the Apartment or enforce the provisions of Lease, at the Owner's option in accordance with the Default and Termination paragraphs contained in the Lease.
- 5. The Owner does not waive any provisions of the Lease or any of its rights or remedies at law or equity by entering into this Rider. This Rider shall be deemed to be incorporated into and is made a part of the Lease.
 - 6. Owner reserves the right to rescind or amend any of these rules and regulations and to institute any such other rules and regulations from time to time as may be deemed necessary for the safety, care, or cleanliness of the Building and for securing the comfort and convenience of all Tenants.

	<i>Date</i>		<i>Date</i>
<i>(Tenant)</i>		<i>(Landlord)</i>	

800 FLATBUSH AVE, BROOKLYN, NY 11226 APT. # 1313

PREFERENTIAL RENT RIDER RENT STABILIZED VACANCY LEASE

IN THE EVENT THAT THERE ARE ANY PROVISIONS CONTAINED IN THIS RIDER WHICH ARE INCONSISTENT WITH THE PROVISIONS CONTAINED IN THE MAIN BODY OF THE LEASE DATED OCTOBER 10, 2023, BETWEEN CATON FLATS, THE OWNER OF THE BUILDING, AND TENANT, AS HEREINAFTER DEFINED, IT SHALL BE DEEMED TO BE THE INTENT OF THE PARTIES HERETO THAT THE PROVISIONS CONTAINED IN THIS AGREEMENT SUPERSEDE ANY INCONSISTENT PROVISIONS THEREIN SUCH THAT SAID LEASE IS DEEMED MODIFIED HEREBY.

IT IS HEREBY AGREED by and between Caton Flats (hereinafter collectively referred to as "Owner"), the owner of the premises known as and located at 800 Flatbush Ave, Brooklyn, NY 11226 (hereinafter "Premises") and Desmond J. Smalley (hereinafter "Tenant"), tenant of Apartment 1313 (hereinafter "Apartment") at the Premises as follows:

1. The parties agree that the legal regulated rent for the Apartment is \$2,602.81 per month, as set forth in the lease agreement dated October 10, 2023 (hereinafter "Lease").
2. During said Lease term, which expires on October 9, 2024, subject to any lawful adjustments, the legal regulated rent shall remain \$2,602.81 per month, pursuant to Paragraph 1 above, however, the parties agree that the Tenant may tender and the Owner will accept an amount of \$2,450.00 ("preferential rent"), subject to any lawful adjustment, in full payment and satisfaction of rent for the Apartment;
3. It is acknowledged and agreed by and between the parties that the legal regulated rent for any subsequent lease renewal will be based upon the legal regulated rent of \$2,602.81 per month, as set forth in the Lease, subject to any lawful adjustments, such that the Owner's willingness and agreement to accept a reduced rent shall have no effect upon the legal regulated rent, as such term is defined in the Rent Stabilization Law and Code, or ability to collect the full legal regulated rent for the Apartment in the future upon the vacancy of the Tenant;
4. It is further acknowledged and agreed by the parties that the preferential rent for any of the Tenant's subsequent lease renewals will be based upon the preferential rent set forth herein, such that the preferential rent shall continue as long as the Tenant remains in occupancy;
5. Rent increases and rent adjustments shall be in the amounts permitted by law and shall, during this tenancy, have the effect of increasing the legal regulated rent, as well as the preferential rent, by the applicable percentages, increments or adjustments permitted by law;
6. It is understood that, to the extent, if any, that the Owner applies for and is granted any rent adjustments during the tenancy, for the purpose of calculating and implementing such adjustments, such calculation and adjustment shall be by reference to the legal regulated rent then in effect;
7. The parties shall be deemed to have jointly drawn this Rider to the Lease in order to avoid any negative inference against the preparer of the document.
8. The covenants, agreements, terms, provisions and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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

Green Cedar Management, LLC as agent for BRP Caton Flats, LLC



Signed by Desmond J. Smalley

Fri Oct 6 2023 11:56:29 AM EDT

Key: B6862AA0; IP Address: 71.105.48.86

Desmond J. Smalley (Tenant)

Date



Signed by Tikisha Ortiz

Mon Oct 9 2023 12:04:43 PM EDT

Key: 900EBF0E; IP Address: 38.96.181.130

(Landlord)

Date

NOTICE DISCLOSING TENANTS' RIGHTS TO REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES

Reasonable Accommodations

The New York State Human Rights Law requires housing providers to make reasonable accommodations or modifications to a building or living space to meet the needs of people with disabilities. For example, if you have a physical, mental, or medical impairment, you can ask your housing provider to make the common areas of your building accessible, or to change certain policies to meet your needs.

To request a reasonable accommodation, you should contact your property manager. You will need to show your housing provider that you have a disability or health problem that interferes with your use of housing, and that your request for accommodation may be necessary to provide you equal access and opportunity to use and enjoy your housing or the amenities and services normally offered by your housing provider.

If you believe that you have been denied a reasonable accommodation for your disability, or that you were denied housing or retaliated against because you requested a reasonable accommodation, you can file a complaint with the New York State Division of Human Rights as described at the end of this notice.

Specifically, if you have a physical, mental, or medical impairment, you can request:

- Permission to change the interior of your housing unit to make it accessible (however, you are required to pay for these modifications, and in the case of a rental your housing provider may require that you restore the unit to its original condition when you move out);
- Changes to your housing provider's rules, policies, practices, or services;
- Changes to common areas of the building so you have an equal opportunity to use the building. The New York State Human Rights Law requires housing providers to pay for reasonable modifications to common use areas.

Examples of reasonable modifications and accommodations that may be requested under the New York State Human Rights Law include:

- If you have a mobility impairment, your housing provider may be required to provide you with a ramp or other reasonable means to permit you to enter and exit the building.
- If your doctor provides documentation that having an animal will assist with your disability, you should be permitted to have the animal in your home despite a "no pet" rule.
- If you need grab bars in your bathroom, you can request permission to install them at your own expense. If your housing was built for first occupancy after March 13, 1991 and the walls need to be reinforced for grab bars, your housing provider must pay for that to be done.
- If you have an impairment that requires a parking space close to your unit, you can request your housing provider to provide you with that parking space, or place you at the top of a waiting list if no adjacent spot is available.
- If you have a visual impairment and require printed notices in an alternative format such as large print font, or need notices to be made available to you electronically, you can request that accommodation from your landlord.

Required Accessibility Standards

All buildings constructed for use after March 13, 1991, are required to meet the following standards:

- Public and common areas must be readily accessible to and usable by persons with disabilities;
- All doors must be sufficiently wide to allow passage by persons in wheelchairs; and
- All multi-family buildings must contain accessible passageways, fixtures, outlets, thermostats, bathrooms, and kitchens.

If you believe that your building does not meet the required accessibility standards, you can file a complaint with the New York State Division of Human Rights.

How to File a Complaint

A complaint must be filed with the Division within one year of the alleged discriminatory act. You can find more information on your rights, and on the procedures for filing a complaint, by going to www.dhr.ny.gov, or by calling 1-888-392-3644 with questions about your rights. You can obtain a complaint form on the website, or one can be e-mailed or mailed to you. You can also call or e-mail a Division regional office. The regional offices are listed on the website.



ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED OCTOBER 6, 2023 BETWEEN CATON FLATS (LANDLORD) AND DESMOND J. SMALLEY (TENANT) REGARDING APARTMENT 1313 IN THE PREMISES LOCATED AT 800 FLATBUSH AVE, BROOKLYN, NY 11226. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

AMENITIES RIDER INCLUDING RULES AND REGULATIONS FOR FITNESS ROOM

1. Use of Amenities is at your own risk; Owner is not responsible for any injuries and/or damage related to use of these spaces.
2. The hours of operation are as follows:
 - A. Laundry- 5:00 a.m. - 12:00 a.m.
 - B. Gym 5:00 a.m. - 12:00 a.m. (access restricted)
 - C. Bike Storage- 5:00 a.m. - 12:00 a.m.
 - D. Outdoor Space - 27th FL- 7:00 a.m. - 10:00 p.m. (seasonal; access restricted)
 - E. Outdoor Space - 28th- 7:00 a.m. - 12:00 a.m. (seasonal; access restricted)
3. Bike Storage is available to all tenants but availability may be limited. Contact the Management Office to reserve a space or to be added to the waiting list. All bicycles must be stored in Bike Storage if space is available.
4. Payment is required for use of the laundry machines.
5. Persons under the age of 18 years must be accompanied by a parent, guardian or tenant.
6. Pets are not permitted in the Amenities including all outdoor spaces.
7. Casual use of the amenities is limited to the tenants and 2 guests at any time.
8. Residents are responsible for their own activities and those of their guests.
9. Please show respect for your neighbors and keep music and noise to a reasonable volume. If there is any request from a neighbor for less noise, all such noise must cease.
10. Caton Flats - is a non-smoking building. This applies to all of the Amenities, the apartments, and includes all Outdoor Spaces.
11. Alcohol consumption or illegal activities are not permitted.
12. If an accident occurs, you must alert both the concierge on duty and the building super. Fines will be issued to tenants for failure to alert. The building will make every effort to restore the space to its original condition in a timely manner to ensure all residents can continue to enjoy the space.
13. If a resident is found to have violated these rules or cause damage to the Common Spaces, the tenant will be required to pay for any and all damages and fees resulting. These costs may include: cost to clean, cost to repair, cost to replace, etc. Owner may also require the tenant to pay fines for the violation.
14. Fines for lack of conformance to agreement will be levied at the discretion of the Owner.
15. Owner, acting through any of its agents, reserves the right to exclude or eject without liability any tenant, guest or other person for objectionable behavior.
16. These rules are subject to change at the discretion of the Owner and/or its managing agents as deemed



necessary
without prior notice.

17. RULES AND REGULATIONS FOR GYM:

- No food is permitted in the gym, only beverages.
- ALL residents must sign a waiver BEFORE using the gym.
- Guests, house guests, house sitters, personal trainers and employees of residents are NOT permitted to use the gym.
- As a courtesy to others, please clean up after yourself. Please wipe down equipment after each use and wipe any hand marks left on the mirrors.
- No music allowed other than with earphones.
- No cellphone use is permitted.
- Do not remove the equipment from the gym for any reason. This includes hand weights. Please notify the Super should you see anyone removing the equipment.
- No children under 16 are permitted in the gym without adult supervision.
- Please do not supply the gym with old or unwanted equipment.
- Use common courtesy regarding the use and volume of the televisions.
- Equipment is on a first come, first serve basis. There is no "holding" of any equipment.
- Please return all portable equipment, including hand weights, free weights, mats, etc. and magazines to their proper storage area upon completion.

Green Cedar Management, LLC as agent for BRP Caton Flats, LLC

 **Signed by Desmond J. Smalley**
Fri Oct 6 2023 11:58:11 AM EDT
Key: B6862AA0; IP Address: 71.105.48.86

Desmond J. Smalley (Tenant)

Date

 **Signed by Tikisha Ortiz**
Mon Oct 9 2023 12:05:47 PM EDT
Key: 900EBF0E; IP Address: 38.96.181.130

(Landlord)

Date

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED OCTOBER 6, 2023 BETWEEN CATON FLATS (LANDLORD) AND DESMOND J. SMALLEY (TENANT) REGARDING APARTMENT 1313 IN THE PREMISES LOCATED AT 800 FLATBUSH AVE, BROOKLYN, NY 11226. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

RIDER TO LEASE ADDITIONAL LEASE PROVISIONS, POLICIES AND NOTICES

1. 1. OCCUPANCY

- a. Tenant shall use Apartment for residential living purposes only.
- b. The Apartment may be occupied by the tenant or tenants named above and by immediate family members of the tenant or tenants, so long as the tenant occupies the Apartment as his, her or their primary residence with said family member(s).
- c. Tenant agrees to inform the Owner, in writing, of the name of each family member, occupant, and their dependent children, if any, within thirty (30) days following the commencement of occupancy by each such person in the Apartment, or within thirty (30) days following the Owner's written request therefor.
- d. Tenant agrees that, absent express written consent by the Owner or required by applicable law, no family member, occupant, dependent child thereof or any other person other than the Tenant(s) shall require any right or occupancy of the Apartment or any other independent tenancy rights or occupancy rights to the Apartment. Neither the tender nor the acceptance of a rent payment by or on behalf of any person other than the Tenant(s) named on the Lease shall constitute such express written consent.
- e. Tenant acknowledges that the Apartment has been fitted with solar shades and Tenant agrees to properly maintain and return them in the same condition except for any normal wear and tear.

2. 2. LATE FEES AND RETURNED CHECK

- a. Rent payments are due on the first (1st) day of the month. In the event rent is not received by the Owner on the tenth(10th) day of the month for which rent is due, you shall pay to Owner additional rent equal to five percent (5%) of the monthly rent, or \$50.00, whichever is less, per each month.
- b. In the event rent is not timely received by the Owner on or before the tenth(10th) day of the month for which rent is due, Owner may commence legal proceedings seeking both a monetary and possessory judgment against the Tenant, with Tenant being responsible and liable for all costs and expenses incurred by Owner pursuant to this Lease. By this subparagraph, Owner neither waives nor modifies Tenant's obligation to pay to Owner the rent, in advance, on the first day of each month, nor does Owner waive or modify any legal or equitable rights or remedies available to it.
- c. If any check remitted by Tenant for payment of rent or other sums due under this Lease are returned unpaid for insufficient funds or otherwise, the Owner may require, and Tenant agrees to pay, as additional rent, a fee equal to the fee charged to the Owner by the Owner's bank for a returned check.
- d. If more than two (2) checks remitted by Tenant for payment of rent or other sums due under this Lease are returned unpaid, for insufficient funds or otherwise, in any six (6) month period, Owner may demand, and Tenant agrees, that if such demand is made by Owner, rent shall thereafter be paid by Tenant by certified check, teller's check or money order made payable directly to Owner.

3. 3. NO WAIVER

- a. If Owner accepts Tenant's rent or if Owner fails once or more often to take action against Tenant when Tenant has not done what Tenant has agreed to do in this Lease, the failure of Owner to take action or Owner's acceptance of rent does not prevent Owner from taking action at a later date if Tenant again does not do what Tenant has agreed to do pursuant to this Lease.
- b. Owner's acceptance of rent from any person other than Tenant shall be deemed to constitute a tender of rent on Tenant's behalf, such that neither the tender nor the acceptance thereof shall neither waive any of Owner's rights or remedies nor shall the tender or the acceptance thereof be deemed to create any rights or tenancy status in any person other than Tenant. Owner is not obligated to accept the tender of rent from any person other than the Tenant named on the Lease.
- c. If Tenant pays and Owner accepts an amount less than all the rent due, the amount received shall be on

account of the entire rent due, and it will not be considered an agreement by Owner to accept any lesser amount in full satisfaction of all of the rent due.

d. Owner and Tenant expressly agree that any endorsements or statements or notations made by Tenant or by anyone else on a check given in payment as rent, whether handwritten or printed, if deposited by Owner, shall neither constitute an "accord and satisfaction", nor shall the terms of this Lease nor the parties' rights and/or obligations thereunder be deemed modified in any way.

4. e. Tenant further agrees that the Owner may accept checks bearing endorsements or statements, or notations made by Tenant or by anyone else on a check given in payment as rent, whether handwritten or printed, without prejudice to Owner's legal rights and without modifying this Lease or the rights and obligations created thereby and Owner may accept, endorse, deposit or negotiate any check or instrument and accept same as if said endorsements or statements or notations did not exist.

f. Owner has the right, in its sole discretion and judgment, to apply any payments of rent to outstanding balances that Owner may elect.

g. The payment of rent made by someone other than the tenant of record via ACH (automated clearing house) Network does not constitute tenancy rights.

4. SERVICES AND FACILITIES. Supplementing and modifying paragraph 13(B) of the Printed Lease Form, Tenant acknowledges that:

i. Tenant is solely responsible to apply to the appropriate utility company and/or vendor.

ii. Tenant is solely responsible to pay for all electricity, cable and internet connection service to the Apartment.

5. DEFAULT. Supplementing and modifying Paragraph 17 of the Printed Lease Form, the House Rules and Regulations are hereby made a part of the Lease and a violation of any Rule or Regulation shall constitute a material breach of a substantial obligation under the Lease.

5. 6. SECURITY. Owner has registered the complex in the NO-TRESPASSING program - if you see people unfamiliar to you wandering in or around anywhere within the complex, call your local Precinct and they will conduct a walk through (you do not have to give your name). Cameras and alarms have been installed for your safety and protection - now it is up to you to continue your cooperation in following the simple rules and calling the police whenever necessary. Do not leave the safety of your home and children to "someone else"!

7. ENTRANCES. When you enter or leave the premises, please do not let people waiting to enter in these areas.

8. WEDGING DOORS. Please do not wedge doors with objects so that you can re-enter the complex without a key. When you do this, you are placing yourself and others in danger. Also, if a crime is committed while you have "wedged" a door, charges can be brought against you for this security violation, in addition, wedging also damages the doors causing them not to close properly.

9. LOCKOUT FEES. The following fees will be charged to unlock the apartment entrance doors:

i. 8 00 a.m. to 5 00 p.m. (Monday through Friday) \$75.00

ii. 5 00 p.m. to 8 00 a.m. (Monday through Friday, Saturday, Sunday, and national holidays) \$250.00

10. NOISE LEVELS. When you play music, TV or play stations, go outside your apartment and halfway left or right toward your neighbors' apartment - if you hear your music, TV, etc., the noise level is too loud!

11. CHILDREN IN HALLS. The halls, stairs, lobbies or any other common area throughout the complex are not play or "hang-out" areas for children (or anyone else). Allowing your children and guests to play in these areas is loitering. Please keep your children, guests, etc., from congregating in these areas.

6. 12. RECYCLING BOXES. DO NOT leave boxes or other garbage in compactor on your respective floors! BREAK DOWN, fold, tie or tape all boxes and take them to the designated recycling area. DO NOT PLACE THEM ON THE SIDEWALK - unless it is the day scheduled when recyclables are picked up. WHEN MANAGEMENT IS SUMMONED and we can confirm who violated this rule, the Tenant responsible will be issued a warning letter and required to pay the summons. DELIVERY CARTONS ARE ALSO YOUR RESPONSIBILITY. If you receive a delivery and the carton is left in an area other than the appropriate recycling area and we verify where it came from, you will also get a warning letter. The superintendent or staff member will return the carton to your apartment. THIS RULE ALSO APPLIES TO ANY GARBAGE FOUND IN THE COMMON AREAS.

13. CLEANING YOUR DRYER (if applicable). Please consult the Dryer's owner manual to learn proper care

- and maintenance. A dirty filter extends the drying time and increases energy consumption. Please feel free to contact the Front Desk, or file a maintenance request in Building Link, for assistance.
14. REPLACEMENT FEES. A fee will be assessed for replacement FOBs or Resided ID cards.
15. AMENITIES RIDER. Tenant hereby acknowledges and agrees to fully comply with all rules set forth in the Amenities Rider.
16. EXTERMINATING. As Tenant, you authorize all exterminating technicians contracted by Owner to enter the apartment to perform pest control services in the event that you are not home on the date and time that service is to be rendered. It is further understood that the Building Management is always aware of when service is to take place and that a representative from the Building Management will accompany any service technicians to your apartment in the event that you are not home on the date of service.
7. 17. SMOKE AND CARBON MONOXIDE DETECTOR. As Tenant, you acknowledge that the smoke and carbon monoxide detector(s) are your responsibility to maintain after they install.
18. RENTER'S INSURANCE ACKNOWLEDGEMENT. Please be advised that the Owner and/or Management Company of the Building are not responsible for the loss by fire, flood, theft, or otherwise of resident's property. It is recommended that each resident carry individual renter's insurance coverage in order to insure their personal property is protected in the event of fire, flood, theft, etc.
19. SECURITY DEPOSIT. When Tenant vacates an apartment the Security that is on deposit with the bank will be withdrawn. Withdrawal usually takes approximately fourteen (14) days to be received from the bank. After the security is received from the bank, we will deduct the cost of repairing any damages to the apartment. If the present lease has not expired, we will also deduct from the security any rent that is lost between the last rent that the Tenant has paid and the start of the new tenant lease. The balance of the lease security will be mailed to the Tenant at their new address.

The parties hereto have caused this Rider to be executed as of the day and year recited below as the date signed by Owner.

Green Cedar Management, LLC as agent for BRP Caton Flats, LLC

 **Signed by Desmond J. Smalley**
Fri Oct 6 2023 11:58:41 AM EDT
Key: B6862AA0; IP Address: 71.105.48.86

Desmond J. Smalley (Tenant)

Date

 **Signed by Tikisha Ortiz**
Mon Oct 9 2023 12:06:07 PM EDT
Key: 900EBF0E; IP Address: 38.96.181.130

(Landlord)

Date

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED OCTOBER 6, 2023 BETWEEN CATON FLATS (LANDLORD) AND DESMOND J. SMALLEY (TENANT) REGARDING APARTMENT 1313 IN THE PREMISES LOCATED AT 800 FLATBUSH AVE, BROOKLYN, NY 11226. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

RIDER TO LEASE

All residents of Crime Free Multi-Housing properties are required to sign the Lease Addendum. Please take time to read and adhere to these requirements. In consideration of the execution or renewal of a lease of the dwelling unit classified in the lease, Owner and Resident agree as follows.

1. Resident, any member of the resident's household or a guest or other person under the resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sell, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 or the Controlled Substance Act 121 U.S.C. 8021).
2. Resident, any member of the resident's household, or a guest or other person under the resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity on or near said premises.
3. Resident or member of the resident's household will not permit dwelling to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Resident or members of the resident's household or guest, or another person under the resident's control shall not engage in the manufacture, sale or distribution of illegal drugs at any location, whether on or near the dwelling unit, premises or otherwise.
5. Resident, any member of the resident's household, or a guest or another person under the resident's control shall not engage in any illegal activity, including prostitution as defined in A.R.S. 13-321 1, criminal street gang activity as defined in

A.R.S. 13-105 and 13-2308, threatening or intimidating as prohibited in A.R.S. 13-1202, assault as prohibited in A.R.S. 13-1203, including but not limited to the unlawful discharge of firearms, on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety, and welfare of the landlord, his agent or other tenant or involving imminent serious property damage, as defined in A.R.S. 33-1368.

6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any provisions of this addendum shall be deemed a serious violation, and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease under A.R.S. 33-1377, as provided in A.R.S. 33-1368. Unless otherwise prohibited by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

7. In case of conflict between the provisions of this addendum and any other provisions of this lease, the provisions of the addendum shall govern.

This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Tenant.

Green Cedar Management, LLC as agent for BRP Caton Flats, LLC



Signed by Desmond J. Smalley

Fri Oct 6 2023 11:58:50 AM EDT

Key: B6862AA0; IP Address: 71.105.48.86



Signed by Tikisha Ortiz

Mon Oct 9 2023 12:06:23 PM EDT

Key: 900EBF0E; IP Address: 38.96.181.130

Desmond J. Smalley (Tenant)

Date

(Landlord)

Date



Caton Flats RIDER TO LEASE (Additional Lease Provisions, Policies and Notices)

Caton Flats

Caton Flats

800 Flatbush Ave, APARTMENT #1313, Brooklyn, NY, 11226

TENANT: Desmond J. Smalley

IN THE EVENT THERE ARE ANY PROVISIONS CONTAINED IN THIS RIDER WHICH ARE INCONSISTENT WITH THE PROVISIONS OF THE PRINTED LEASE FORM, IT SHALL BE DEEMED TO BE THE INTENT OF THE PARTIES THAT THE PROVISIONS OF THIS RIDER SUPERCEDE SUCH PRINTED LEASE FORM, SUCH THAT SAID PRINTED LEASE FORM IS DEEMED MODIFIED HEREBY.

1. OCCUPANCY

- a. Tenant shall use Apartment for residential living purposes only.
- b. The Apartment may be occupied by the tenant or tenants named above and by immediate family members of the tenant or tenants, so long as the tenant occupies the Apartment as his, her or their primary residence with said family member(s).
- c. Tenant agrees to inform the Owner, in writing, of the name of each family member, occupant, and their dependent children, if any, within thirty (30) days following the commencement of occupancy by each such person in the Apartment, or within thirty (30) days following the Owner's written request therefor.
- d. Tenant agrees that, absent express written consent by the Owner or required by applicable law, no family member, occupant, dependent child thereof or any other person other than the Tenant(s) shall require any right or occupancy of the Apartment or any other independent tenancy rights or occupancy rights to the Apartment. Neither the tender nor the acceptance of a rent payment by or on behalf of any person other than the Tenant(s) named on the Lease shall constitute such express written consent.
- e. Tenant acknowledges that the Apartment has been fitted with solar shades and Tenant agrees to properly maintain and return them in the same condition except for any normal wear and tear.

2. LATE FEES AND RETURNED CHECK

- a. Rent payments are due on the **first (1st)** day of the month. In the event rent is not received by the Owner on the **tenth(10th)** day of the month for which rent is due, you shall pay to Owner additional rent equal to five percent (5%) of the monthly rent, or **\$147.00**, whichever is less, per each month.
- b. In the event rent is not timely received by the Owner on or before the **tenth(10th)** day of the month for which rent is due, Owner may commence legal proceedings seeking both a monetary and possessory judgment against the Tenant, with Tenant being responsible and liable for all costs and expenses incurred by Owner pursuant to this Lease. By this subparagraph, Owner neither waives nor modifies Tenant's obligation to pay to Owner the rent, in advance, on the first day of each month, nor does Owner waive or modify any legal or equitable rights or remedies available to it.
- c. If any check remitted by Tenant for payment of rent or other sums due under this Lease are returned unpaid for insufficient funds or otherwise, the Owner may require, and Tenant agrees to pay, as additional rent, a fee equal to the fee charged to the Owner by the Owner's bank for a returned check.
- d. If more than two (2) checks remitted by Tenant for payment of rent or other sums due under this Lease are returned unpaid, for insufficient funds or otherwise, in any six (6) month period, Owner may demand, and Tenant agrees, that if such demand is made by Owner, rent shall thereafter be paid by Tenant by certified check, teller's check or money order made payable directly to Owner.

3. NO WAIVER

- a. If Owner accepts Tenant's rent or if Owner fails once or more often to take action against Tenant when Tenant has not done what Tenant has agreed to do in this Lease, the failure of Owner to take action or Owner's acceptance of rent does not prevent Owner from taking action at a later date if Tenant again does not do what Tenant has agreed to do pursuant to this Lease.
- b. Owner's acceptance of rent from any person other than Tenant shall be deemed to constitute a tender of rent on Tenant's behalf, such that neither the tender nor the acceptance thereof shall neither waive any of Owner's rights or remedies nor shall the tender or the acceptance thereof be deemed to create any rights or tenancy status in any person other than Tenant. Owner is not obligated to accept the tender of rent from any person other than the Tenant named on the Lease.
- c. If Tenant pays and Owner accepts an amount less than all the rent due, the amount received shall be on account of the entire rent due, and it will not be considered an agreement by Owner to accept any lesser amount in full satisfaction of all of the rent due.
- d. Owner and Tenant expressly agree that any endorsements or statements or notations made by Tenant or by anyone

else on a check given in payment as rent, whether handwritten or printed, if deposited by Owner, shall neither constitute and "accord and satisfaction", nor shall the terms of this Lease nor the parties' rights and/or obligations thereunder be deemed modified in any way.

- e. Tenant further agrees that the Owner may accept checks bearing endorsements or statements, or notations made by Tenant or by anyone else on a check given in payment as rent, whether handwritten or printed, without prejudice to Owner's legal rights and without modifying this Lease or the rights and obligations created thereby and Owner may accept, endorse, deposit or negotiate any check or instrument and accept same as if said endorsements or statements or notations did not exist.
 - f. Owner has the right, in its sole discretion and judgment, to apply any payments of rent to outstanding balances that Owner may elect.
 - g. The payment of rent made by someone other than the tenant of record via ACH (automated clearing house) Network does not constitute tenancy rights.
- 4. SERVICES AND FACILITIES.** Supplementing and modifying paragraph 13(B) of the Printed Lease Form, Tenant acknowledges that:
- i. Tenant is solely responsible to apply to the appropriate utility company and/or vendor.
 - ii. Tenant is solely responsible to pay for all electricity, cable and internet connection service to the Apartment.
- 5. DEFAULT.** Supplementing and modifying Paragraph 17 of the Printed Lease Form, the House Rules and Regulations are hereby made a part of the Lease and a violation of any Rule or Regulation shall constitute a material breach of a substantial obligation under the Lease.
- 6. SECURITY.** Owner has registered the complex in the NO-TRESPASSING program - if you see people unfamiliar to you wandering in or around anywhere within the complex, call your local Precinct and they will conduct a walk through (you do not have to give your name). Cameras and alarms have been installed for your safety and protection - now it is up to you to continue your cooperation in following the simple rules and calling the police whenever necessary. Do not leave the safety of your home and children to "someone else"!
- 7. ENTRANCES.** When you enter or leave the premises, please do not let people waiting to enter in these areas.
- 8. WEDGING DOORS.** Please do not wedge doors with objects so that you can re-enter the complex without a key. When you do this, you are placing yourself and others in danger. Also, if a crime is committed while you have "wedged" a door, charges can be brought against you for this security violation, in addition, wedging also damages the doors causing them not to close properly.
- 9. LOCKOUT FEES.** The following fees will be charged to unlock the apartment entrance doors:
- i. **8 00 a.m. to 5 00 p.m. (Monday through Friday) \$75.00**
 - ii. **5 00 p.m. to 8 00 a.m. (Monday through Friday, Saturday, Sunday, and national holidays) \$250.00**
- 10. NOISE LEVELS.** When you play music, TV or play stations, go outside your apartment and halfway left or right toward your neighbors' apartment - if you hear your music, TV, etc., the noise level is too loud!
- 11. CHILDREN IN HALLS.** The halls, stairs, lobbies or any other common area throughout the complex are not play or "hang-out" areas for children (or anyone else). Allowing your children and guests to play in these areas is loitering. Please keep your children, guests, etc., from congregating in these areas.
- 12. RECYCLING BOXES.** DO NOT leave boxes or other garbage in compactor on your respective floors! BREAK DOWN, fold, tie or tape all boxes and take them to the designated recycling area. DO NOT PLACE THEM ON THE SIDEWALK - unless it is the day scheduled when recyclables are picked up. WHEN MANAGEMENT IS SUMMONED and we can confirm who violated this rule, the Tenant responsible will be issued a warning letter and required to pay the summons. DELIVERY CARTONS ARE ALSO YOUR RESPONSIBILITY. If you receive a delivery and the carton is left in an area other than the appropriate recycling area and we verify where it came from, you will also get a warning letter. The superintendent or staff member will return the carton to your apartment. THIS RULE ALSO APPLIES TO ANY GARBAGE FOUND IN THE COMMON AREAS.
- 13. CLEANING YOUR DRYER (if applicable).** Please consult the Dryer's owner manual to learn proper care and maintenance. A dirty filter extends the drying time and increases energy consumption. Please feel free to contact the Front Desk, or file a maintenance request in Building Link, for assistance.
- 14. REPLACEMENT FEES.** A fee will be assessed for replacement FOBs or Resided ID cards.
- 15. AMENITIES RIDER.** Tenant hereby acknowledges and agrees to fully comply with all rules set forth in the Amenities Rider.
- 16. EXTERMINATING.** As Tenant, you authorize all exterminating technicians contracted by Owner to enter the apartment to perform pest control services in the event that you are not home on the date and time that service is to be rendered. It is further understood that the Building Management is always aware of when service is to take place and that a representative from the Building Management will accompany any service technicians to your apartment in the event that you are not home on the date of service.
- 17. SMOKE AND CARBON MONOXIDE DETECTOR.** As Tenant, you acknowledge that the smoke and carbon monoxide detector(s) are your responsibility to maintain after they install.

18. RENTER'S INSURANCE ACKNOWLEDGEMENT. Please be advised that the Owner and/or Management Company of the Building are not responsible for the loss by fire, flood, theft, or otherwise of resident's property. It is recommended that each resident carry individual renter's insurance coverage in order to insure their personal property is protected in the event of fire, flood, theft, etc.

19. SECURITY DEPOSIT. When Tenant vacates an apartment the Security that is on deposit with the bank will be withdrawn. Withdrawal usually takes approximately **fourteen (14)** days to be received from the bank. After the security is received from the bank, we will deduct the cost of repairing any damages to the apartment. If the present lease has not expired, we will also deduct from the security any rent that is lost between the last rent that the Tenant has paid and the start of the new tenant lease. The balance of the lease security will be mailed to the Tenant at their new address.

The parties hereto have caused this Rider to be executed as of the day and year recited below as the date signed by Owner.

Green Cedar Management, LLC as agent for BRP Caton Flats, LLC

 **Signed by Desmond J. Smalley**
Fri Oct 6 2023 12:00:01 PM EDT
Key: B6862AA0; IP Address: 71.105.48.86

Desmond J. Smalley (Tenant)

Date

 **Signed by Tikisha Ortiz**
Mon Oct 9 2023 12:06:50 PM EDT
Key: 900EBF0E; IP Address: 38.96.181.130

(Landlord)

Date

BRP CATON FLATS, LLC

HDC LEASE RIDER FOR MODERATE AND MIDDLE INCOME HOUSING PROGRAMS TENANTS AT 165% OF MEDIAN INCOME RIDER TO STANDARD RENT STABILIZATION LEASE

Building Address: 800 Flatbush Ave, Brooklyn, NY 11226	
Apartment No. 1313	Dated: October 6, 2023

Between

BRP Caton Flats, LLC

As Owner, and

Desmond J. Smalley

As Tenant

- (i) As a requirement of The New York City Housing Development Corporation's (HDC's) financing of this project ("Project"), certain units (including the unit governed by this lease) must participate in an affordable housing program ("Program"). This Program will be in effect during an "occupancy restriction period" provided for in the governing HDC Regulatory Agreement. This occupancy restriction period will expire on the latest of (a) (the first day on which the Project's real property tax benefits pursuant to either Section 421-a of the New York State Real Property Tax Law ("Section 421-a") or Section 11- 243 of the New York City Administrative Code ("Section 11-243") are scheduled to expire or (b) the date the Mortgages are satisfied. While the restriction period is in effect, certain rules and restrictions apply. Upon the future expiration of the restriction period, in-place residents of units participating in the Program will benefit from certain continuing protections. These rules and restrictions, as well as these protections, are detailed in this lease rider.
- (ii) Under the Program rules, this unit is to be made available to a tenant with income not exceeding **165%** of area median income at the time of initial occupancy ("Eligible Tenant") as determined in accordance with the HDC Regulatory Agreement. Initial rents are also established in accordance with the approved program rent for this income level.
- (iii) Tenant has made application to Owner for an apartment in the Project as an Eligible Tenant; and
- (iv) Owner has determined based on Tenant's statements, representations, certifications and verification documentation provided to Owner that Tenant meets the criteria for an Eligible Tenant in accordance with the standards in the HDC Regulatory Agreement.
- (v) ONCE A TENANT IS QUALIFIED AS AN ELIGIBLE TENANT THAT TENANT WILL CONTINUE TO BE ENTITLED TO RESIDE IN HIS OR HER UNIT REGARDLESS OF CHANGES IN HIS OR HER INCOME PURSUANT TO, AND PROVIDED THAT THE TENANT COMPLIES WITH, THE PROVISIONS OF THE LEASE AND THIS RIDER.

To induce Owner and Tenant to enter into this Lease with each other and for other good and valuable consideration, the actual receipt and sufficiency of which are hereby acknowledged, Owner and Tenant agree as follows:

1. In the event of any inconsistency between the provisions of this Rider and the printed form of lease and any other riders for this apartment (the "Lease"), the most restrictive provisions shall prevail.
2. (a) Tenant understands and agrees that Owner's determination that Tenant qualifies as an "Eligible Tenant" is based solely upon the statements, representations, certifications, and verification documentation given to Owner by or on behalf of Tenant. Tenant hereby affirms that the statements, representations, certifications and verification documentation given to Owner by or on behalf of Tenant are truthful and accurate.
- (b) Tenant agrees that it shall be a material breach of this Lease with regard to Tenant's application for an apartment in the Project, to give false, fraudulent, misleading or incomplete statements, representations, certifications, verification documentation or other information with the purpose of receiving approval of Owner as an Eligible Tenant. Tenant further agrees that it shall be a material breach of this Lease with regard to Tenant's annual certification of annual income and household size, (a) to fail to supply such certification along with such documentation requested by Owner in order to verify Tenant's certification, or (b) to give false, fraudulent, misleading or incomplete statements, representations, certifications, verification documentation or other information with respect to such certification and/or verification.
- (c) Tenant's breach of any provision of this Paragraph 2 shall be grounds for termination and/or non-renewal of the Lease by Owner.

3. (a) The rent for Tenant's apartment has been registered with the Division of Housing and Community Renewal ("DHCR") pursuant to the Rent Stabilization Laws of the State of New York ("Rent Stabilization") by virtue of the building's participation in the Program and the accompanying real property tax benefits. If the apartment ceases to be subject to Rent Stabilization prior to the termination of the Occupancy Restriction Period, the provisions of an Agreement on Rent Regulation, as it may be amended, between DHCR and HDC ("DHCR/HDC Agreement"), providing for regulation of the apartment in a manner consistent with Rent Stabilization shall govern the rent regulation of the apartment.
- (b) Any increases or adjustments in the rent shall be no greater than the lesser of the Increases or adjustments permitted under either Rent Stabilization or the DHCR/HDC Agreement, whichever is applicable.
- (c) After the expiration of the Occupancy Restriction Period, Tenant (i) shall be entitled to continuous Lease renewals and (ii) shall continue to pay rent as adjusted in accordance with Rent Stabilization, or the DHCR/HDC Agreement.
4. (a) THE ASSIGNMENT OF THE LEASE FOR THIS APARTMENT IS EXPRESSLY PROHIBITED. THE SUBLETTING OF THIS APARTMENT IS EXPRESSLY PROHIBITED UNLESS THE PROPOSED SUB LESSEE MEETS THE SUBLET REQUIREMENTS OF THE PROJECT AND QUALIFIES AS AN ELIGIBLE TENANT AT THE COMMENCEMENT OF SUCH SUBLEASE. AS SET FORTH IN PARAGRAPH 1 OF THIS RIDER, THE PROVISIONS OF THIS PARAGRAPH 4 WITH REGARD TO ASSIGNMENT OR SUBLETTING SHALL SUPERSEDE AND PREVAIL OVER ANYTHING TO THE CONTRARY CONTAINED IN THE LEASE, INCLUDING, WITHOUT LIMITATION THE "RENT STABILIZATION LEASE RIDER" PROVIDED TO TENANT WITH THE LEASE.
- (b) If the Eligible Tenant wishes to vacate the unit and no remaining occupants qualify for Succession Rights as defined by DHCR, the remaining occupants must qualify as an eligible tenant and may be subject to a vacancy increase as defined by the Rent Guidelines Board.
- (c) VIOLATION BY TENANT OF THE PROVISIONS OF THIS PARAGRAPH 4 SHALL CONSTITUTE A MATERIAL BREACH OF THE LEASE, WHICH BREACH SHALL BE GROUNDS FOR TERMINATION OF THE LEASE BY OWNER.
5. Owner shall not retaliate against any tenant in the Project who notifies HDC or any other governmental agency of any alleged violation of this Rider or the HDC Regulatory Agreement.

Green Cedar Management, LLC as agent for BRP Caton Flats, LLC



Signed by Desmond J. Smalley

Fri Oct 6 2023 12:00:27 PM EDT

Key: B6862AA0; IP Address: 71.105.48.86



Signed by Tikisha Ortiz

Mon Oct 9 2023 12:07:06 PM EDT

Key: 900EBF0E; IP Address: 38.96.181.130

Desmond J. Smalley (Tenant)

Date

(Landlord)

Date



D.S.
B6862AA0

Initials:

SECURITY DEPOSIT CONCESSION RIDER

RIDER ATTACHED TO AND FORMING PART OF THE LEASE DATED October 6, 2023 BETWEEN BRP Caton Flats, LLC, LLC ("OWNER") AND Desmond J. Smalley ("TENANT(S)"), FOR APARTMENT #1313 IN THE BUILDING LOCATED AT 800 Flatbush Ave, Brooklyn, NY 11226 ("PREMISES")

This rider shall afford Tenant a concession on Tenant's security deposit for the duration of Tenant's lease. **The amount required to pay for Security Deposit is \$2,450.00.**

Parties agree and acknowledge that the security deposit will not increase upon any renewals of the Tenant's lease.

It is expressly understood and agreed that this concession will be null and void if Tenant is in default on any of the terms of the referenced lease, or if Tenant is in arrears.

It is also expressly understood and agreed that in the event Tenant defaults on any terms of the lease agreement, then a security deposit of 1 month's rent, will become immediately due and payable.

The parties hereto have caused this Rider to be executed as of the day and year recited below as the date signed by Owner.

Green Cedar Management, LLC as agent for BRP Caton Flats, LLC

 **Signed by Desmond J. Smalley**
Fri Oct 6 2023 12:00:36 PM EDT
Key: B6862AA0; IP Address: 71.105.48.86

Desmond J. Smalley (Tenant)

Date

 **Signed by Tikisha Ortiz**
Mon Oct 9 2023 12:07:21 PM EDT
Key: 900EBF0E; IP Address: 38.96.181.130

(Landlord)

Date

BRP CATON FLATS, LLC SMOKE FREE LEASE RIDER

IT IS HEREBY AGREED by and between CATON FLATS, Owner of the premises known as and located at 800 Flatbush Ave, Brooklyn, NY 11226 and Desmond J. Smalley (hereinafter "Tenant"), tenant of Apartment 1313 in the subject premises (hereinafter "subject apartment") as follows. This additional clause is attached to and forming a part of Lease dated October 6, 2023.

This Rider states the following additional terms, conditions and rules which are hereby incorporated into the Lease. A breach of this Lease Rider shall give each party all the rights contained herein, as well as the rights in the Lease.

- 1. Purpose of No-Smoking Policy.** The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building;
- 2. Definition of Smoking.** The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form.
- 3. Smoke-Free Complex.** Tenant agrees and acknowledges that 'Caton Flats - High Rise' is a smoke-free building and the subject apartment to be occupied by Tenant and members of Tenant's household has been designated as a smoke-free living environment. Tenant and members of Tenant's household are expressly prohibited from smoking anywhere in the subject apartment and in both public and private areas of the Building, nor shall Tenant permit any guests or visitors under the control of Tenant to do so.
- 4. Tenant to Promote No-Smoking Policy.** Tenant shall inform Tenant's guests of the no-smoking policy.
- 5. Landlord Not a Guarantor of Smoke-Free Environment.** Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the Building as smoke-free, do not make the Landlord the guarantor of Tenant's health or of the smoke-free condition of the Building.
- 6. Effect of Breach and Right to Terminate Lease.** A breach of this Lease Rider shall give Owner all the rights contained herein, as well as the rights in the Lease. A material breach of this Rider shall be a material breach of the lease and grounds for immediate termination of the Lease by the Owner.
- 7. Disclaimer by Landlord.** Tenant acknowledges that Owner's adoption of a smoke free living environment, and the efforts to designate the Building as smoke-free, does not in any way change the standard of care that the Landlord would have to a Tenant household to render the Building designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Owner specifically disclaims any implied or express warranties that the Building will have any higher or improved air quality standards than any other rental property. Owner cannot and does not warranty or promise that the Building will be free from secondhand smoke. Tenant acknowledges that Owner's ability to police, monitor, or enforce the agreements of this Rider is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Owner does not assume any higher duty of care to enforce this Rider than any other landlord obligation under the Lease.

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

Green Cedar Management, LLC as agent for BRP Caton Flats, LLC



Signed by Desmond J. Smalley

Fri Oct 6 2023 12:00:46 PM EDT

Key: B6862AA0; IP Address: 71.105.48.86

Desmond J. Smalley (Tenant)

Date



Signed by Tikisha Ortiz

Mon Oct 9 2023 12:07:36 PM EDT

Key: 900EBF0E; IP Address: 38.96.181.130

(Landlord)

Date

POLICY ON SMOKING FOR RESIDENTIAL BUILDING

Building/Property Address: **800 Flatbush Ave, 1313, Brooklyn, NY 11226**

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.

I. Definitions

- a. **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

II. 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.

III. 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.

IV. Complaint Procedure

- a. Complaints about smoke drifting into a residential unit or common area should be made promptly to the Owner/Manager listed here: _____
 - b. Complaints should be made in writing and should be as specific as possible, including the date, approximate time, location where smoke was observed, building address, description of incident and apparent source of smoke.
-

Acknowledgment and Signatures:

I have read the policy on smoking described above, and I understand the policy applies to the property. I agree to comply with the policy described above.

For rental units, I understand that violating the smoking policy may be a violation of my lease. For condominiums, cooperatives or other owned units, I understand that violations of the policy on smoking may be addressed according to the building's governing rules.

Green Cedar Management, LLC as agent for BRP Caton Flats, LLC



Signed by Desmond J. Smalley

Fri Oct 6 2023 12:01:02 PM EDT

Key: B6862AA0; IP Address: 71.105.48.86



Signed by Tikisha Ortiz

Mon Oct 9 2023 12:07:55 PM EDT

Key: 900EBF0E; IP Address: 38.96.181.130

Desmond J. Smalley (Tenant)

Date

(Landlord)

Date



D.S.
B6862AA0

Initials:

THE REAL ESTATE BOARD OF NEW YORK, INC. SPRINKLER DISCLOSURE LEASE RIDER

Pursuant to the New York State Real Property Law, Article 7, Section 231-a, effective December 3, 2014 all residential leases must contain a conspicuous notice as to the existence or non-existence of a Sprinkler System in the Leased Premises.

Name of tenant(s): **Desmond J. Smalley**
 Lease Premises Address: **800 Flatbush Ave, Brooklyn, NY 11226**
 Apartment Number: **1313** (the "Leased Premises")
 Date of Lease: **October 10, 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 **NOT AVAILABLE ***

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.



Signed by Desmond J. Smalley

Fri Oct 6 2023 12:01:14 PM EDT

Key: B6862AA0; IP Address: 71.105.48.86

Desmond J. Smalley (Tenant)

Date

Green Cedar Management, LLC as agent for BRP Caton Flats, LLC



Signed by Tikisha Ortiz

Mon Oct 9 2023 12:08:14 PM EDT

Key: 900EBF0E; IP Address: 38.96.181.130

(Landlord)

Date

*



ANNUAL NOTICE REGARDING INSTALLATION OF STOVE KNOB COVERS

The owner of this building 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.

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 October 10, 2023:

- ☐ **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.



Signed by Desmond J. Smalley

Fri Oct 6 2023 12:02:13 PM EDT

Key: B6862AA0; IP Address: 71.105.48.86

Desmond J. Smalley (*Tenant*)

Date

Print Name, Address, and Apartment Number:

Desmond J. Smalley

800 Flatbush Ave #1313, Brooklyn, NY 11226

Return this form to (Owner address):

800 Flatbush Ave, Brooklyn, NY 11226

RESIDENTIAL CURRENT OCCUPANT INFORMATION

PROPERTY Caton Flats	UNIT 800 Flatbush Ave #1313, Brooklyn, NY 11226
--------------------------------	---

Tenant Information:

TENANT Desmond J. Smalley	DATE OF BIRTH 8/22/1996	SSN 245-83-****
HOME PHONE	WORK PHONE	CELL PHONE (919) 771-3229
EMAIL ADDRESS desmond.smalley@gmail.com		
EMERGENCY CONTACT		PHONE
EMPLOYER NAME HYPEBEAST		PHONE (332) 373-1151

Lease Information:

Preferential Rent:	\$2,450.00
Legal Regulated Rent:	\$2,602.81
Security Deposit:	\$2,450.00
Lease Starts:	October 10, 2023
Lease Ends:	October 9, 2024

Vehicle Information:

SPACE	MAKE/MODEL	PLATE STATE/NUMBER
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Additional Occupants:

NAME	DATE OF BIRTH	RELATIONSHIP
NAME	DATE OF BIRTH	RELATIONSHIP
NAME	DATE OF BIRTH	RELATIONSHIP
NAME	DATE OF BIRTH	RELATIONSHIP

LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT Desmond J. Smalley	LANDLORD Caton Flats
UNIT NO. & ADDRESS 800 Flatbush Ave #1313, Brooklyn, NY 11226	

This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is **October 6, 2023**. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

Green Cedar Management, LLC as agent for BRP Caton Flats, LLC



Signed by Desmond J. Smalley

Fri Oct 6 2023 12:02:52 PM EDT

Key: B6862AA0; IP Address: 71.105.48.86

Desmond J. Smalley (Tenant)

Date



Signed by Tikisha Ortiz

Mon Oct 9 2023 12:08:33 PM EDT

Key: 900EBF0E; IP Address: 38.96.181.130

(Landlord)

Date

Owner or Property Name: Caton Flats	does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs and activities. The person named below has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's regulations implementing Section 504 (24 CFR, part 8 dated June 2, 1988). We do business in accordance with the Federal Fair Housing Act and provide persons with disabilities reasonable accommodation upon request. TTY# (for hearing impaired) 711. Persons with language barriers may request or arrange interpretation alternatives or services based on the property's LEP Policy.	 
504 Coordinator Name: Caton Flats		
Address: MNS Real Estate 40 N 6th St, Brooklyn, NY 11249		
		Telephone # (212) 475-9000



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



Signed by Desmond J. Smalley

Fri Oct 6 2023 12:03:03 PM EDT

Key: B6862AA0; IP Address: 71.105.48.86

Desmond J. Smalley (*Tenant*)

Date

800 Flatbush Ave #1313, Brooklyn, NY 11226

RETURN THIS FORM TO:

Caton Flats

800 Flatbush Ave, Brooklyn, NY 11226

*For Further Information call 311 for
Window Falls Prevention*

SPECIAL PROTECTIONS REGISTRATION FORM

Please complete this form if any of the following applies. Return this form to:

Caton Flats
767 Third Avenue, 33rd Floor
New York, New York 10017

ACCOUNT INFORMATION

(Be sure to complete before mailing)

Name	
Address	Apartment
Town/City	Zip
Telephone # Daytime	Evening

Account Number (as shown on bill)

I would like to be considered for Special Protections.

In my household (Check):

- ☐ Unit occupant is 62 years of age or over, and any and all persons residing therewith are either 62 years of age or under 18 years of age.
- ☐ Unit occupant is blind (Legally or Medically)
- ☐ Unit occupant has a permanent disability
- ☐ Unit occupant has a Medical Hardship (type):

- ☐ Unit occupant has a Life Support Hardship (type):

I receive government assistance.

- ☐ I receive Public Assistance (PA). My case number is:

- ☐ I receive Supplemental Security Income (SSI). Note: SSI benefits are not the same as Social Security Retirement Benefits. My Social Security Number (optional) is:

Please send me more information about:

- ☐ Balanced billing

To be Completed by Third Party

Please let me know if this customer's bill is overdue. As a "caregiver", I understand that I am not responsible for payment of this bill.

Caregiver/Agency	
Address	Apartment
Town/City	Zip
Telephone # Daytime	Evening
Designee Signature	