

781 METROPOLITAN AVENUE

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

Apartment Lease

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

THIS LEASE is made on **November 14, 2023**, between

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

Tenant: Sara Varsames
whose current address is

Premises Leased: Apartment 606 in the building located at 371 Humboldt Street (the "Building"), Brooklyn, NY 11221 (the "Apartment").

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

Please indicate below your Lease term preference:

☒ I wish a one-year lease.

☐ I wish a two-year lease.

The Lease will be for a term:

1 year

starting on **December 8, 2023**,

and ending on **December 7, 2024**.

Rent: Base Rent is payable at the rate of **\$3,505.98** per month (see attached riders concerning rent). Base Rent for the year is twelve times the amount payable monthly. Additional Rent is also payable in the amounts, and at the times stated elsewhere in this Lease.

Security: Tenant has given Owner cash Security Deposit in the amount of **\$3,505.98** which will be held in an account in **Bank Leumi USA, 579 5th Avenue; 6th Floor New York, NY 10017.**

1. APARTMENT LEASED

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

2. USE OF APARTMENT

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

3. LENGTH OF LEASE

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

4. RENT

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

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contrary contained in this Lease, Tenant shall not have any right to use any bicycle storage space following the termination of this Lease and/or Tenant vacating the Apartment.

- AI. Preventing Moisture and Mildew:** Tenant acknowledges that it is necessary for Tenant to provide appropriate climate control in the Apartment and take other measures to retard and prevent mold and mildew from accumulating in the Apartment. Tenant shall: (i) maintain the Apartment in clean condition, dust the Apartment on a regular basis and remove any visible moisture accumulation in or on the leased premises, including on windows, walls, floors, ceilings, bathroom fixtures, and other surfaces; mop up spills and thoroughly dry affected area as soon as possible after occurrence; and (ii) not block or cover any of the heating, ventilation or air-conditioning ducts in the Apartment and keep climate and moisture in the Apartment at reasonable levels. Tenant shall promptly notify management in writing of the presence of the following conditions: (i) any evidence of a water leak or excessive moisture or standing water inside the Apartment or in any Common Area or the garage at the Building; (ii) any evidence of mold or mildew-like growth in the Apartment that persists after tenant has tried several times to remove it with a common household cleaner containing disinfectants and/or bleach, (iii) any failure or malfunction in the heating, ventilation and air conditioning systems or the laundry equipment, if any, in the Apartment; and, (iv) any inoperable doors or windows. If Tenant fails to comply with the provisions of this Article, then, in addition to Tenant's obligation to indemnify Owner in accordance with the terms of this Lease for all damage, loss, cost and expense, suffered or incurred by Owner in connection with said failure to comply, Tenant shall also be responsible for all damage or loss to and all costs and/or expenses suffered or incurred by Tenant, Your personal property and other occupants of the Building and their respective personal property.
- AJ. Window Cleaning:** Tenant shall not clean or arrange for the cleaning of (other than as described in this paragraph) the outside of any windows in the Apartment. All such window cleaning shall be arranged through Owner. Tenant shall notify Owner in accordance with the notice provisions of this Lease, or otherwise as Owner may direct, if Tenant desires to have its windows cleaned. Tenant shall pay, as Additional Rent hereunder, any charges for window cleaning assessed by Owner or any outside service.
- AK. Service Elevators:** Freight elevator service may be provided by Owner in its sole discretion. Owner may impose any rules and/or fees with respect to any freight or service elevator as it may determine necessary or appropriate in its sole discretion.

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

781 Metropolitan Ave JV LLC

DocuSigned by:

Sara Varsames

11/17/2023

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Sara Varsames (Tenant)

Date

(781 Metropolitan Ave JV LLC)

Date