

November 14, 2023

Dear Jennifer Tavera and Alexander Tavera:

We would like to thank you for your interest in leasing an apartment at **Midtown 31 East 31st Street**. At this time, your lease application has been processed. Please review the following lease terms:

Apartment: **31 E. 31st Street #4B, New York, NY 10016**
Rent: **\$1,881.18**
Second Year Rent: **\$1,939.50** (beginning November 1, 2024)
Term: **2 years**
Lease Dates: **November 15, 2023 to November 14, 2025**
Source: **Streeteasy.com**

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) Additional Clauses |
| 3) Amenities Agreement | 4) Bedbug Infestation History Disclosure |
| 5) Fire Safety Plan | 6) Gas Leak Notice |
| 7) Indoor Allergen Hazard Notice | 8) Indoor Allergen Tenant Pamphlet |
| 9) Lead Paint Booklet | 10) Lead Paint Disclosure |
| 11) Lead Paint Inquiry | 12) NYC DOH Lead Paint Pamphlet |
| 13) No Smoking Policy | 14) Pet Rider to Lease |
| 15) Prohibition of Short-Term Rental Rider | 16) Reasonable Accommodations Notice |
| 17) Rent Guidelines and Rent Increase Eligibility Rider | 18) Renter's Insurance |
| 19) Rider To Lease | 20) Smoke-carbon Rider |
| 21) Sprinkler Disclosure Lease Rider | 22) Stove Knob Covers |
| 23) Tenant Contact Worksheet | 24) W-8 / W-9 |
| 25) Welcome Letter | 26) Standard Form of Apartment Lease |
| 27) Window Guards | |

- 28) Payment in the form of certified check, bank check or money order for the following: **\$1,881.18** representing the first month's rent payable to **BRE FSC MULTIFAMILY BORROWER LLC** and **\$1,881.18** representing the security deposit payable to **BRE FSC MULTIFAMILY BORROWER LLC**. payable to **BRE FSC MULTIFAMILY BORROWER 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,

Midtown 31 East 31st Street

"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 **November 14, 2023**
between Owner, **BRE FSC MULTIFAMILY BORROWER LLC**
whose address is **Array Rentals, 276 First Avenue Loop, and New York, NY 10009**
and You, the Tenant, **Jennifer Tavera and Alexander Tavera**
whose address is **31 E. 31st Street #4B, New York, NY 10016**.

1. APARTMENT AND USE Owner agrees to lease to You Apartment **4B** in the Building at **31 E. 31st Street, New York, NY 10016**, Borough of Manhattan, 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 **2 years** beginning on **November 15, 2023** and ending on **November 14, 2025**.

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 **\$1,881.18** 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

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:

31 E. 31st Street 4B
New York, NY 10016

(Print Housing Accommodation’s Address and Apartment Number)

Lease Start Date: **November 15, 2023** Lease End Date: **November 14, 2025**

Lease Dated: **November 14, 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 Jennifer Tavera
Tue Nov 14 2023 11:05:12 AM EST
Key: 72CCD7B1; IP Address: 160.72.110.130

Jennifer Tavera (Tenant)Date



Signed by Alexander Tavera
Tue Nov 14 2023 10:56:58 AM EST
Key: A2325A08; IP Address: 172.56.3.16

Alexander Tavera (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.

BRE FSC MULTIFAMILY BORROWER LLC



Signed by Astrid Bradshaw
Wed Nov 15 2023 01:40:50 PM EST
Key: B0FC74F5; IP Address: 136.226.80.193

(BRE FSC MULTIFAMILY BORROWER LLC)Date