

GO HPS LLC

December 11, 2023

Dear Thomas Y. Chen:

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

Agent: **Dayle Klein**
Apartment: **56-27 2nd Street #407, Long Island City, NY 11101**
Rent: **\$3,885.71**
Term: **1 year and 4 months**
Lease Dates: **January 15, 2024 to May 14, 2025**
Concession: **\$3,885.71** for **February, 2024**
Concession: **\$3,885.71** for **February, 2025**
Concession: Free Club Amenities Membership from **1/15/2024** to **5/14/2025**
Source: Social

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) Welcome Letter

3) Amenities Rider

5) Bedbug Infestation History Disclosure

7) Crime Free Multi-Housing Addendum

9) Fire Safety Plan

11) Hazardous Materials

13) Move-In Procedures

15) Pet Rider

17) Recycling Rider

19) Rider To Lease

21) Sprinkler Disclosure Lease Rider

23) Submetering Lease Rider

25) Window Guards

27) Notice for Indoor Allergen Hazards - New York

29) Exterminating Rider

31) Fitness Room Waiver Release Form and Rules

33) Receipt of Documents

2) Standard Form of Apartment Lease

4) Access to Apartment

6) Construction Rider

8) Electronic Delivery Rider

10) Flood History and Risk Rider - NY

12) Mold Notification

14) Notice of Right to Request Reasonable Modifications and Accommodations for Persons with Disabilities

16) Playroom Waiver, Release Form and Rules

18) Residential Occupant Information

20) Smoke Free Lease Rider

22) Stove Knob Covers Rider

24) W-8 / W-9

26) Disclosure of Smoking Policy - New York

28) Notice for Suspected Gas Leaks - New York

30) Smoke/Carbon Monoxide Detector

32) Return of Security Policy
- 34) Payment in the form of certified check, bank check, money order, or credit card for the following: **\$3,885.71** representing the first month's rent and **\$3,885.71** representing the security deposit payable to **GO HPS LLC**.

Sincerely,



12/11/2023
05:05 PM EST

Thomas Y. Chen (Tenant)

Date

REBNY Apt non-stab 2019 Rev 7.19

Tenant should read this Lease carefully. If Tenant has any questions, or if Tenant does not understand any words or statements herein, obtain clarification from an attorney. Once Tenant and Owner sign this Lease, Tenant and Owner will be presumed to have read it and understood it completely. Tenant and Owner admit that all agreements between Tenant and Owner have been written into this Lease. Tenant understands that any agreements made before or after this Lease was signed and not written into it will not be enforceable.

Please note the following paragraphs that require a selection among alternative wording: 2, 3E, 34

Please note the following paragraphs that require deletions if inapplicable: 9D, 12C(ii), 12E, 25, 32C(i), 33, 34, 35, 36, 37, 38, 59, 60

Please note the following paragraphs that require the insertion of terms (and/or delete if inapplicable): 1, 2, 3A, 3B, 4, 9D, 12B, 12C, 25, 32C, 34A, 35, 38B, Exhibit A (Memorandum Confirming Term), Exhibit C (Owner's Work), Exhibit D (Apartment Furniture)

- Tenant acknowledges that no other person other than Tenant and the Permitted Occupants may reside in the Apartment without the prior written consent of the Owner. If Tenant violates any of the terms of this provision, the Owner shall have the right to restrain the same by injunctive relief and/or any other remedies provided for under this Lease and at law and/or equity.

- ### 3. RENT

- D. [N/A]

- F. Tenant shall be entitled to a five (5) day grace period for the payment of any sum of Rent or Additional Rent due under**

this Lease. Any sum of Rent or Additional Rent not paid within five (5) days of the date due shall be subject to a late fee of the lesser of (i) \$50.00, or (ii) five percent (5%) of the unpaid amount. Interest shall also be payable on the aforesaid late Rent or Additional Rent beginning thirty (30) days from the due date, such interest accruing at the lesser of (i) the maximum amount allowable by law, or (ii) one and one - half percent per month (1.5%), until the late Rent or Additional Rent is paid in full. There shall be a Fifty Dollar (\$50.00) fee for any check which is dishonored or returned. Any late charge or interest charge shall be considered Additional Rent.

G. Owner need not give notice to Tenant to pay Rent. Rent must be paid in full and no amount subtracted from it. The whole amount of Rent is due and payable as of the Lease Commencement Date. Payment of Rent in installments is for Tenant's convenience only. If Tenant is in default under any of the terms and conditions of this Lease, Owner may give notice to Tenant that it may no longer pay Rent in installments and the entire Rent for the remaining part of the Term will then immediately be due and payable.

4. **SECURITY DEPOSIT** Tenant is required to give Owner the sum of **\$3,885.71** (such amount not to exceed one (1) months' Rent pursuant to The Housing Stability and Tenant Protection Act of 2019) when Tenant signs this Lease as a security deposit (the "Security Deposit"). Owner will deposit the Security Deposit in **Capital One** bank at **299 Park Avenue, 29th Floor New York, NY 10171**. This Security Deposit shall not bear interest, unless if otherwise required by applicable law. In the event that the Security Deposit shall earn interest, then in such event Owner shall be entitled to an administrative fee pursuant to applicable law.

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

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

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

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

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

7. **WARRANTY OF HABITABILITY**

- A. All of the sections of this Lease are subject to the provisions of the Warranty of Habitability Law. Under that law, Owner agrees that the Apartment is fit for human habitation and that there will be no conditions which will be detrimental to life, health or safety.
- B. Tenant will do nothing to interfere with or make more difficult Owner's efforts to provide Tenant and all other occupants of the Building with the required facilities and services. Any condition caused by Tenant's misconduct or the misconduct of Tenant Parties (as hereinafter defined) or anyone else under Tenant's direction or control shall not be a breach by Owner.

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

- A. At all times during the Term of this Lease, Tenant will take good care of the Apartment and will not permit or do any damage to it, except for damage which occurs through ordinary wear and tear. Tenant shall, at Tenant's own cost and expense, make all repairs caused or occasioned by Tenant or Tenant's agents, contractors, invitees, licensees, guests or servants (collectively hereinafter "Tenant Parties"). In addition, Tenant shall promptly notify Owner and/or the Building Superintendent/Building Manager in writing upon the occurrence of any problem, malfunction or damage to

the Apartment. Tenant will move out on or before the ending date of this Lease and leave the Apartment in good order and in the same condition as it was when Tenant first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty through no fault of Tenant.

- B. CLEANING.** Tenant is required to use only non-abrasive cleaning agents in the Apartment. Tenant is responsible for damage done by use of any improper cleaning agents.
- C.** If Tenant fails to maintain the Apartment or make a needed repair or replacement as required hereunder, Owner may hire a professional and make such maintenance, repairs or replacements at Tenant's sole cost and expense. Owner's reasonable expense will be payable by Tenant to Owner as Additional Rent within ten (10) business days after Tenant receives a bill from Owner
- D.** When this Lease ends, Tenant must remove all of Tenant's movable property. Tenant must also remove at Tenant's own expense, any wall covering, bookcases, cabinets, mirrors, painted murals or any other installation or attachment Tenant may have installed in the Apartment, even if it was done with Owner's consent. Tenant must restore and repair to its original condition those portions of the Apartment affected by those installations and removals. Tenant has not moved out until all persons, furniture and other property of Tenant's is also out of the Apartment. If Tenant's property remains in the Apartment after this Lease ends, Owner may either treat Tenant as still in occupancy and charge Tenant for use, or may consider that Tenant has given up the Apartment and any property remaining in the Apartment. In this event, Owner may either discard the property or store it at Tenant's expense. Tenant agrees to pay Owner for all costs and expenses incurred in removing such property. The provisions of this article will continue to be in effect after the end of this Lease.
- E.** Except as provided for otherwise in Article 35 of this Lease, in the event that (i) Owner intends to offer to renew this Lease with a Rent increase equal to or greater than five (5%) percent above the then current Rent, or (ii) Owner does not intend to renew this Lease, Owner shall provide Tenant written notice as follows:
 - i.** If Tenant has occupied the Apartment for less than one (1) year and does not have a Lease Term of at least one (1) year, Owner shall provide at least thirty (30) days' notice;
 - ii.** If Tenant has occupied the Apartment for more than one (1) year but less than two (2) years, or has a Lease Term of at least one (1) year but less than two (2) years, Owner shall provide at least sixty (60) days' notice; or
 - iii.** If Tenant has occupied the Apartment for more than two (2) years or has a Lease Term of at least two (2) years, Owner shall provide at least ninety (90) days' notice.
- F.** Within a reasonable time after notification of either party's intention to terminate this Lease, unless Tenant provides less than two (2) weeks' notice of Tenant's intention to terminate, Owner shall notify Tenant in writing of Tenant's right to request an inspection before vacating the Apartment. Tenant shall have the right to be present at said inspection. Subject to the foregoing, if Tenant requests such inspection, the inspection shall be made no earlier than two (2) weeks and no later than one (1) week before the end of the tenancy. Owner shall provide at least forty-eight (48) hours written notice of the date and time of the inspection. After the inspection, Owner shall provide Tenant with an itemized statement specifying repairs, cleaning or other deficiencies that are proposed to be the basis of any deductions from the Security Deposit. If Tenant requests such inspection, Tenant shall be given an opportunity to remedy any identified deficiencies prior to the end of the tenancy (or, at Owner's sole option, if Tenant fails to remedy any such identified deficiencies, Owner may remedy such identified deficiencies at Tenant's sole cost and expense as described hereinafter). Any and all repairs or alterations made to the Apartment as a result of said inspection shall be at Tenant's sole cost and expense. Said repairs must be approved by Owner and shall be performed, at Owner's sole option by (i) licensed and adequately insured Tenant's contractors in a good and skillful manner with materials of quality and appearance comparable to existing materials and approved by Owner or (ii) by Owner's contractor(s).

9. CHANGES AND ALTERATIONS TO APARTMENT

- A.** Tenant cannot build in, add to, change or alter, the Apartment in any way, including, but not limited to, installing, changing, or altering any paneling, wallpaper, flooring, "built in" decorations, partitions, railings, paint, carpeting, plumbing, ventilating, air conditioning, electric, or heating systems without first obtaining the prior written consent of Owner which may be withheld in Owner's sole discretion. If Owner's consent is given, the alterations and installations shall become the property of Owner when completed and paid for by Tenant. They shall remain with and as part of the Apartment at the end of the Term. Notwithstanding the foregoing, Owner has the right to demand that Tenant remove the alterations and installations at the end of the Lease Term, and in such case Tenant shall repair all damage resulting from said removal and restore the Apartment to its original condition, including any holes in the wall or damage caused by the removal of any pictures, artwork or TV mounts hung by Tenant on the walls. Any and all work shall be performed by Tenant in accordance with the terms and conditions of this Lease and in accordance with all applicable laws, rules, regulations and codes of any governmental or quasi-governmental entity. Tenant's contractor shall also supply, before performing any such work, a certificate of insurance naming Owner and the Building's managing agent (if applicable) as additional insured.
- B.** Without Owner's prior written consent, Tenant cannot install or use in the Apartment any of the following: dishwasher machines, clothes washing or drying machines, electric stoves, garbage disposal units, heating, ventilating or air conditioning units or any other electrical equipment which, in Owner's reasonable opinion, will overload the existing wiring installation in the Building or interfere with the use of such electrical wiring facilities by other tenants of the Building. Also, Tenant cannot place in the Apartment water-filled furniture.
- C.** If a lien is filed on the Apartment or Building due to Tenant's fault, Tenant must promptly pay or bond the amount stated in the lien. Owner may pay or bond the Lien if Tenant fails to do so within ten (10) days after Tenant has written notice about the lien, in which case, Owner's costs shall be paid by Tenant as Additional Rent.
- D. [N/A]**

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

- A. GOVERNMENT LAWS AND ORDERS.** Tenant will obey and comply (i) with all present and future city, state and federal laws rules, regulations and codes of any governmental or quasi-governmental entity or body which affect the Building or the Apartment, and (ii) with all orders and regulations of insurance rating organizations which affect the Apartment and the Building. Tenant will not allow any windows in the Apartment to be cleaned from the outside unless the prior written consent of the Owner is obtained.
- B. OWNER'S RULES AFFECTING TENANT.** Tenant, its Permitted Occupants and Tenant Parties must obey all Owner's rules (the "Owner's Rules and Regulations") annexed hereto and made apart hereof as Exhibit B and all future reasonable rules of Owner or Owner's agent. Notice of all additional rules shall be delivered to Tenant in writing or

posted in the lobby or other public place in the building. Owner shall not be responsible to Tenant for not enforcing any rules, regulations or provisions of any other tenant's lease except to the extent required by law.

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

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

12. **SERVICES AND FACILITIES**

- A. **REQUIRED SERVICES.** Owner will provide (i) cold and hot water and heat as required by law, (ii) repairs to the Apartment not caused by Tenant (subject to the terms and conditions of this Lease), the Tenant Parties or any other people visiting the Apartment, as required by law, (iii) elevator service if the Building has elevator equipment; and (iv) the utilities, if any, included in the Rent, as set forth in subparagraph B below. Tenant is not entitled to any Rent reduction because of a stoppage or reduction of any of the above services unless it is provided by law.
- B. The following utilities are included in the rent: Cooking Gas, Heat, and Hot Water.
[INSERT "NONE" IF NO UTILITIES ARE INCLUDED IN THE RENT]
- C. **ELECTRICITY AND OTHER UTILITIES.** Tenant acknowledges and understands that Owner has no obligation to supply, or liability in connection with, utilities or services in or to the Apartment (except as may be provided for otherwise in this Lease). Tenant shall be responsible, at Tenant's sole cost and expense, for securing, air conditioning, electricity, gas, cable, phone, and all other utilities and services (except as may be provided for otherwise in this Lease).
 - (i) Tenant shall contract directly with the appropriate utility provider for all aforementioned services (not including the utilities included in the Rent as provided for in subparagraph B).
 - (ii) **[N/A]**
- D. Stopping or reducing of service(s) will not be reason for Tenant to stop paying Rent, to make a money claim or to claim constructive eviction. Damage to the equipment or appliances supplied by Owner, caused by Tenant's acts, omissions or neglect, or the act, omission or neglect of the Tenant Parties or any other person visiting the Apartment, shall be repaired at Tenant's sole cost and expense. In the event that Tenant fails to make such repairs within a reasonable period of time, Owner shall have the option to make such repairs at Tenant's expense and charge the same to Tenant as Additional Rent. Damage to the equipment or appliances supplied by the Owner, which are not caused by Tenant's negligence, acts or misuse or the negligence, acts or misuse of the Tenant Parties or any other people visiting the Apartment, shall be promptly repaired by the Owner at the Owner's sole cost and expense. Owner may stop service of the plumbing, heating, elevator, air cooling or electrical systems, because of accident, emergency, repairs, or changes until the work is complete. Notwithstanding the foregoing, except in emergency situations, Owner shall provide Tenant no less than twenty-four (24) hours prior written notice of any planned service stoppages. Owner shall take all necessary steps to ensure that service stoppages do not interfere with Tenant's use and enjoyment of the Apartment.
- E. **APPLIANCES.** Appliances supplied by Owner in the Apartment are for Tenant's use. They shall be in working order on the date hereof and will be maintained and repaired or replaced by Owner, except if repairs or replacement are made necessary because of Tenant's or the Tenant Parties' negligence or misuse, Tenant will pay Owner for the cost of such repair or replacement as Additional Rent. Tenant must not use a dishwasher, washing machine, dryer, freezer, heater, ventilator or other appliance unless installed by Owner or with Owner's prior written consent (in its sole discretion). Tenant must not use more electric than the wiring or feeders to the Building can safely carry.
- F. **FACILITIES AND AMENITIES.** If Owner permits Tenant to use any storeroom, storage bin, laundry or any other facility located in the Building but outside of the Apartment (e.g., fitness center, resident lounge, roof deck, golf simulator, movie theater, swimming pool, spa, etc.), the use of any such facility will be furnished to Tenant at Tenant's own risk. Tenant will operate at Tenant's expense any coin operated appliances located in any such facility. Owner shall have no obligation to provide any of the aforementioned facilities or any type of doorman, attendant, porter or any other type of similar service at the Building, and Owner may discontinue same without being liable to Tenant therefor or without in any way affecting this Lease or the liability of Tenant hereunder or causing a diminution of Rent and the same shall not be deemed to be lessening or a diminution of facilities or services within the meaning of any law, rule or regulation now or hereafter enacted, promulgated or issued.

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

14. **ENTRY TO APARTMENT** During reasonable hours and with reasonable notice, except in emergencies, Owner and Owner's representatives, agents and employees may enter the Apartment for the following reasons:
- A. To erect, use and maintain pipes and conduits in and through the walls and ceilings of the Apartment; inspect; exterminate; install or work on master antennas or other systems or equipment; and to perform other work and make any and all repairs, alterations, or changes Owner decides are necessary. Tenant Rent will not be reduced because of any of the foregoing.
 - B. To show the Apartment to potential buyers or lenders.
 - C. For ninety (90) days before the end of the Lease Term, to show the Apartment to persons who wish to lease it.
 - D. If, during the last month of the Lease, Tenant has moved out and removed all or almost all of Tenant's property from the Apartment, Owner may enter the Apartment to make changes, repairs, or redecorations. Tenant's Rent will not be reduced for that month and this Lease will not be ended by Owner's entry.

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

15. ASSIGNING; SUBLETTING; ABANDONMENT

- A. **ASSIGNING AND SUBLETTING.** Tenant cannot assign this Lease or sublet all or part of the Apartment or permit any other person to use the Apartment (other than a Permitted Occupant without the prior written consent of the Owner, which Tenant acknowledges may be withheld by Owner in its sole and absolute discretion, for any reason or no reason. If Tenant assigns this Lease or sublet all or part of the Apartment and fail to obtain Owner's prior written consent, in addition to any and all other rights of Owner under this Lease and at law and/or in equity, Owner has the right to cancel the Lease. Tenant must get Owner's written permission as provided for herein, each time Tenant wants to assign or sublet. Permission to assign or sublet is good only for that assignment or sublease. Tenant remains bound to the terms of this Lease after an assignment or sublet is permitted, even if Owner accepts money from the assignee or subtenant. The amount accepted will be credited toward money due from Tenant, as Owner shall determine. The assignee or subtenant does not become Owner's tenant. Tenant is responsible for acts and neglect of any person in the Apartment. Notwithstanding the foregoing, Owner expressly reserves the right to terminate this Lease with respect to the Apartment upon the receipt by Owner of any request for assignment or sublease ("Owner's Recapture Right"). Owner's Recapture Right, if exercised, must be sent to Tenant in writing within thirty (30) days after Tenant's request to assign or sublet the Apartment. In the event that Owner consents to an assignment and elects not to exercise Owner's Recapture Right, Tenant shall reimburse Owner for all of Owner's attorneys' fees in connection with the review of the assignment or sublease. In the event that Owner agrees to an assignment or sublease, subject to applicable law, Owner shall be entitled to one hundred percent (100%) of any consideration or rent over and above that Rent provided for in this Lease. The sublease shall provide that the subtenant shall, at Owner's option, attorn to Owner upon any termination of this Lease.
- B. **ABANDONMENT.** If Tenant moves out of the Apartment (abandonment) before the end of this Lease without the consent of Owner, this Lease will not be ended. Tenant will remain responsible for each monthly payment of Rent and Additional Rent as it becomes due until the end of this Lease. In case of abandonment, Tenant's responsibility for Rent and Additional Rent will end only if Owner chooses to end this Lease for default as provided in Article 16.

16. DEFAULT

- A. Tenant defaults under the Lease if Tenant acts in any of the following ways:
- (i) Tenant fails to carry out any agreement or provision of this Lease;
 - (ii) Tenant does not take possession or move into the Apartment fifteen (15) days after the beginning of this Lease; or
 - (iii) Tenant and the Permitted Occupants of the Apartment move out permanently before this Lease ends;
- If Tenant defaults in any one of these ways, other than a default in the agreement to pay Rent and/or Additional Rent, Owner may serve Tenant with a written notice to stop or correct the specified default within ten (10) days. Tenant must then either stop or correct the default within such ten (10) day period, or, if the nature of the default is not reasonably capable of being cured within such ten (10) day period, then Tenant must begin to take all steps necessary to correct the default within ten (10) days and thereafter diligently continue to do all that is necessary to correct the default as soon as possible (however, in no event shall any extension of the aforesaid ten (10) day period exceed thirty (30) days).
- B. If Tenant does not stop, correct or begin to materially correct a default within ten (10) days as provided for above, or engages in Objectionable Conduct, Owner shall give Tenant a written notice that this Lease will end six (6) days after the date such written notice is sent to Tenant. At the end of the six (6) day period, this Lease will end and Tenant then must move out of the Apartment. Even though this Lease ends, Tenant will remain liable to Owner for unpaid Rent and/or Additional Rent up to the end of this Lease, and damages caused to Owner after that time as stated in Article 17.
- C. If Owner does not receive the Rent and/or Additional Rent within five (5) days of when this Lease requires, Owner or Owner's agent shall send Tenant, via certified mail, a written notice stating the failure to receive such Rent and/or Additional Rent. Provided Owner has served Tenant with a fourteen (14) day written demand, and Owner does not receive the overdue Rent (and Additional Rent, as applicable) within fourteen (14) days after such written fourteen (14) demand for Rent (and Additional Rent, as applicable) has been made, Owner may commence an action or summary proceeding seeking the payment of all Rent and/or Additional Rent. If the Lease ends, Owner may do the following: (i) enter the Apartment and retake possession of it if Tenant has moved out or (ii) go to court and ask that Tenant and all other occupants in the Apartment be compelled to move out.

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

17. REMEDIES OF OWNER AND TENANT'S LIABILITY If this Lease is ended by Owner because of Tenant's default, the following are the rights and obligations of Tenant and Owner.

- A. Tenant must pay Rent and Additional Rent until this Lease has ended. Thereafter, Tenant must pay an equal amount for what the law calls "use and occupancy" until Tenant actually moves out.
- B. Once Tenant is out, Owner may re- rent the Apartment or any portion of it for a period of time which may end before or after the ending date of this Lease. Owner may re-rent to a new tenant at a lesser rent or may charge a higher rent than the Rent in this Lease. Notwithstanding the foregoing, if Tenant vacates the Apartment in violation of the terms of this Lease, only then shall Owner use reasonable efforts to re-rent the Apartment at the lesser of the fair market value of the Apartment or the Rent paid hereunder.
- C. Whether the Apartment is re-rented or not, Tenant must pay to Owner as damages:
- (i) the difference between the Rent in this Lease and the amount, if any, of the rents collected in any later lease of the Apartment for what would have been the remaining period of this Lease; and
 - (ii) Owner's expenses for the cost of getting Tenant out and re-renting the Apartment, including, but not limited to, putting the Apartment in good condition, repairing damages, decorating and/or cleaning the Apartment for re-rental, advertising the Apartment and for real estate brokerage fees; and

- (iii) Owner's expenses for attorney's fees (except in the event of a default judgment).
- D. Tenant shall pay all aforementioned damages due in monthly installments on the Rent day established in this Lease. Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way Owner's right to collect the damages for a later month by a similar action.
- E. If the Rent collected by Owner from a subsequent tenant of the Apartment is more than the unpaid Rent and damages which Tenant owes Owner, Tenant cannot receive the difference. Owner's failure to re-rent to another tenant will not release or change Tenant's liability for damages. Except as may be provided for otherwise in Article 17(B) of this Lease, Owner is not required to re-rent the Apartment.
- 18. ADDITIONAL OWNER REMEDIES; LEGAL FEES** If Tenant does not do everything Tenant has agreed to do, or if Tenant does anything which shows that Tenant intends not to do what Tenant has agreed to do, Owner has the right to ask a Court to make Tenant carry out Tenant's agreements or to give the Owner such other relief as the Court can provide. This is in addition to the remedies in Article 16 and 17 of this Lease.

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

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

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

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

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

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

21. FIRE OR CASUALTY

- A. Tenant shall give Owner immediate notice in case of fire or other damage to the Apartment. If the Apartment becomes unusable, in part or totally, because of fire, accident or other casualty, this Lease will continue unless ended by Owner under subparagraph C below or by Tenant under subparagraph D below. However, the Rent will be reduced as of the date of the fire, accident or other casualty. This reduction will be based upon the square footage of the Apartment which is unusable, as determined by Owner.
- B. Owner will repair and restore the Apartment, unless Owner decides to take actions described in subparagraph C below. For the sake of clarity and emphasis, Owner is not required to repair or restore the Apartment or replace the furnishings, decorations or any of Tenant's property, and furthermore (unless otherwise agreed to by Owner in writing), Owner shall not be responsible for any delays due to settling insurance claims, obtaining cost estimates, labor, material, equipment and/or supply problems, force majeure or for any other delay beyond Owner's reasonable control. If the Lease is cancelled, Owner need not restore the Apartment.
- C. After a fire, accident or other casualty in the Building, Owner may decide to tear down the Building or to substantially rebuild it. In such case, Owner need not restore the Apartment but may end this Lease. Owner may do this even if the Apartment has not been damaged, by giving Tenant written notice of this decision within the later of sixty (60) days after the date when the damage occurred or ten (10) business days after Owner is advised by its insurance carrier as to the amount of insurance proceeds it will have available to restore the Apartment. If there is substantial damage to the Apartment or if the Apartment is completely unusable, Owner may cancel this Lease by giving Tenant written notice

of this decision within 30 days after the date when the damage occurred. If the Apartment is unusable when Owner gives Tenant such notice, this Lease will end sixty (60) days from the last day of the calendar month in which Tenant was given notice.

- D. If the Apartment is completely unusable because of fire, accident or other casualty and it is not repaired in thirty (30) days, Tenant may give Owner written notice that Tenant ends the Lease. If Tenant gives that notice, this Lease is considered ended on the day that the fire, accident or casualty occurred. Owner will promptly refund Tenant's Security Deposit and the pro-rata portion of Rent (and Additional Rent, as applicable) paid for the month in which the casualty happened.
- E. Unless prohibited by the applicable policies, to the extent that such insurance is collected, Tenant and Owner release and waive all right of recovery against the other or anyone claiming through or under each by way of subrogation.
- F. Tenant acknowledges that if fire, accident, or other casualty causes damage to any of Tenant's personal property in the Apartment, including, but not limited to Tenant's furniture and clothes, the Owner will not be responsible to Tenant for the repair or replacement of any such damaged personal property unless such damage was as a result of the Owner's negligence.

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

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

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

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

25. BILLS AND NOTICE; ELECTRONIC SIGNATURES Any notice, statement, demand or other communication required or permitted to be given rendered or made by either party to the other, pursuant to this Lease or pursuant to any applicable law or requirement of public authority, shall be in writing (whether or not so stated elsewhere in this Lease) and shall be given by registered or certified mail, return receipt requested, or by overnight mail by a nationally recognized overnight carrier [or via email] [DELETE IF INAPPLICABLE], addressed to each of the following parties:

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

If to Owner:
56-27 2nd Street
Long Island City, NY 11101

Email address: **N/A**

With a copy to:

If to Tenant: at Apartment, subsequent to Commencement Date
Email address: **tc3565@nyu.edu**

Prior to Commencement Date:
22-18 Jackson Ave, 420
Long Island City, NY 11101

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

26. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM

- A. Both Tenant and Owner agree to give up the right to a trial by jury in a court action, proceeding or counterclaim (excluding compulsory counterclaims) on any matters concerning this Lease, the relationship of Tenant and Owner as lessee and lessor or Tenant's use or occupancy of the Apartment. This agreement to give up the right to a jury trial does not include claims for personal injury or property damage.
- B. If Owner begins any court action or proceeding against Tenant which asks that Tenant be compelled to move out, Tenant cannot make a counterclaim unless Tenant is claiming that Owner has not done what Owner is supposed to do about the condition of the Apartment or the Building.

27. NO WAIVER OF LEASE PROVISIONS

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

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

29. HOLDOVER

- A. At the end of the Term, Tenant shall: (i) return the Apartment to the Owner in broom clean, vacant and in good condition, ordinary wear and tear excepted; (ii) remove all of Tenant's property and all of Tenant's installations, alterations and decorations (if so directed by Owner); and (iv) repair all damages to the Apartment and Building caused by moving; and restore the Apartment to its condition at the beginning of the Term ordinary wear and tear excepted.
- B. Tenant hereby indemnifies and agrees to defend and hold Owner harmless from and against any loss, cost, liability, claim, damage, fine, penalty and expense (including reasonable attorneys' fees and disbursements but excluding consequential or punitive damages) resulting from delay by Tenant in surrendering the Apartment upon the termination of this Lease, including any claims made by any succeeding tenant or prospective tenant or successor landlord founded upon such delay.
- C. If Tenant holds over possession after the expiration date of the Lease or earlier termination of the Lease term or any extended term of this Lease, such holding over shall not be deemed to extend the term of this Lease or renew this Lease. Under no circumstances (i) will such holdover constitute a month-to-month tenancy, (ii) shall this Article 29 imply any right of Tenant to remain in the Apartment after the expiration or earlier termination of this Lease, (iii) will Owner be prohibited from exercising any rights permitted by law against a holdover tenant; or (iv) will any monies paid by Tenant or accepted by Owner (e.g., Rent, Additional Rent, holdover rent or otherwise) after the expiration or earlier termination of this Lease be deemed to reinstate any form of tenancy between Tenant and Owner. In connection with such holdover, Tenant shall pay the following charges for the use and occupancy of the Apartment for each calendar month or part thereof (even if such part shall be a small fraction of a calendar month), which total sum Tenant agrees to pay to Owner per month promptly upon demand, in full, without set-off or deduction:
 - i) TWO (2) times the highest monthly Rent set forth in this Lease, plus
 - ii) Items of Additional Rent that would have been payable monthly pursuant to this Lease, had this Lease not expired or terminated,

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

30. DEFINITIONS

- A. Owner: The term "Owner" means the person or organization receiving or entitled to receive Rent and Additional Rent from Tenant for the Apartment at any particular time other than a rent collector or managing agent of Owner. Owner is the person or organization that owns legal title to the Apartment. It does not include a former owner, even if the former owner signed this Lease.
- B. Tenant: The Term "Tenant" means the person or persons signing this Lease as lessee and the respective heirs, distributes, executors, administrators, successors and assigns of the signer. This Lease has established a lessor-lessee relationship between Owner and Tenant.

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

32. INSURANCE

- A. As a material inducement for Owner to enter into this Lease, Tenant shall obtain (i) liability insurance insuring Tenant, the Permitted Occupants of the Apartment, the Tenant Parties and any other people visiting the Apartment, and (ii) personal property insurance insuring Tenant's furniture and furnishings and other items of personal property located in the Apartment. Tenant may not maintain any insurance with respect to any furniture or furnishings belonging to Owner that are located in the Apartment unless otherwise directed by Owner. Tenant acknowledges that Owner may not be required to maintain any insurance with respect to the Apartment.
- B. Owner is not liable for loss, expense, or damage to any person or property, unless due to Owner's gross negligence or wrongful acts. Owner is not liable to Tenant for permitting or refusing entry of anyone into the Building. Tenant must pay for damages suffered and reasonable expenses of Owner relating to any claim arising from any act, omission or neglect by Tenant. If an action is brought against Owner arising from Tenant's acts, omissions or neglect, Tenant shall defend Owner at Tenant's sole cost and expense with an attorney reasonably acceptable to Owner. Tenant is responsible for all acts, omissions or neglect of the Tenant Parties.
- C. Tenant shall indemnify and save harmless Owner from and against any and all liability, penalties, losses, damages, expenses, suits and judgments arising from injury during the term of this Lease to person or property of any nature and also from any matter growing out of the occupation of the Apartment, provided however that such is not the result of

Owner's gross negligence or wrongful acts or that of Owner's employees, or agents. Tenant agrees, at Tenant's sole cost and expense to procure and maintain at all times during the Lease term the following insurance:

- (i) General Liability Insurance for an amount not less than **one hundred thousand dollars (\$100,000.00)** with an umbrella policy of no less than **one hundred thousand dollars (\$100,000.00)** [DELETE IF INAPPLICABLE OR INSERT AMOUNTS]; and; and
- (ii) Renters Insurance, which covers any, and all personal property or belongings contained in the Apartment. Tenant agrees to hold Owner harmless regarding these personal belongings due to loss or damage except in cases of Owner's gross negligence.

D. The aforementioned insurance policies shall name Owner and the property manager (if applicable) as additional insureds or interests, as applicable. In the event of Tenant's failure to procure and/or maintain the aforementioned policies prior to the date possession of the Apartment is ready to be delivered to Tenant on the Lease Commencement Date , Owner may (i) refuse to deliver possession of the Apartment to Tenant until such time as evidence of such insurance is delivered by Tenant to Owner (however, Tenant shall nonetheless remain responsible for the payment of Rent and Additional Rent as of the Lease Commencement Date), and/or (ii) order such insurance policies, pay the premiums, and add the amount thereof to the Rent next coming due as Additional Rent, and the Owner shall have all rights and remedies for the collection thereof as is provided for collection of ordinary Rent. The abovementioned insurance policies shall provide for no less than thirty (30) days' notice of cancellation or modification to Owner, and Tenant shall provide Owner with a copy of such insurance policies. Evidence of the aforesaid coverage being in place shall be presented to the Owner on or before the first day of the term of this Lease and may be requested at any time during term of t his Lease. Such insurance policies are to be written by a good and solvent company licensed to do business in the state of New York. Tenant shall immediately reimburse Owner for the cost of any insurance policy Owner obtains for the Apartment, including but not limited to insurance for Owner's furniture or furnishings in the Apartment. Tenant acknowledges that Owner may not be required to maintain any insurance with respect to the Apartment.

33. [N/A]

34. [N/A]

35. [N/A]

- A. [N/A]
- B. [N/A]
- C. [N/A]

36. **TERRACES, BALCONIES AND BACKYARDS [DELETE IF INAPPLICABLE]** 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.

37. [N/A]

38. **PETS [DELETE EITHER SUBPARAGRAPH A OR B; IF SUBPARAGRAPH A IS DELETED, INSERT NECESSARY INFORMATION IN SUBPARAGRAPH B]**

- A. Tenant may not keep any pets in the Apartment. IF TENANT BREACHES THIS SECTION, TENANT WILL FORFEIT TWENTY PERCENT (20%) OF THE SECURITY DEPOSIT TO OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY). TENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS LEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS LEASE AGREEMENT.
- B. [N/A]

39. **KEYS/SECURITY**

- A. Tenant shall not remove, alter, or change in any way the existing locks, security codes or keys that are provided for the Apartment or any part thereof. Tenant assumes liability for any person keys are entrusted to. The name, address and telephone number of any person with an additional set of keys to the Apartment are required to be furnished to Owner or its managing agent. Only Owner may make such additional sets of keys upon Tenant's written request with the abovementioned information. Owner will not refuse any such reasonable request. All extra sets of keys must be returned to Owner no later than one (1) day prior to move out unless agreed to by Owner. In the event that all keys are not returned to the Owner by or before the last day of tenancy, Tenant agrees to pay for the replacement cost as mentioned below (or part thereof if Owner deems it appropriate).
- B. Tenant agrees and understands that Tenant will be charged a re-keying fee in the sum of **\$350.00** for the entrance door each and every time a key replacement is required or deemed necessary by Owner if the need arises due to Tenant's loss of the key, employee changes, or request. Said charges shall be deemed Additional Rent.

40. **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 th is Lease. Tenant acknowledges that it is a violation of law to refuse, interfere with installation, or remove window guards where required.

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

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

43. **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.

44. 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.

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

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

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

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

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

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

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

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

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

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

53. 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.

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

Owner.

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

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

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

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

58. 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.

59. BICYCLES [DELETE IF INAPPLICABLE] All bicycles are expressly forbidden in the Apartment.

60. [N/A]

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

62. 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.
- C.** Upon the expiration of this Lease, Tenant shall return the Apartment in broom clean condition. Additional cleaning charges incurred by Owner due to Tenant’s breach of this Article 62 shall be borne by Tenant and shall be deemed Additional Rent.

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

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

SIGNATURES CONTINUED ON NEXT PAGE

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

Witnesses

(Witness)

Date

(Witness)

Date

BY: GO HPS LLC

Signed by Elizabeth Kragic

Fri Dec 15 2023 11:33:20 AM EST

Key: DAB89B66; IP Address: 173.3.103.145

(Gotham Real Estate Managers, LLC as agent for GO HPS LLC)

12/11/2023 05:17 PM EST

Thomas Y. Chen (Tenant)

Date

INITIALS
OPPORTUNITY

Initials: TC

12



EXHIBIT B
STANDARD FORM OF APARTMENT
LEASE



The Real Estate Board of New York, Inc.

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ATTACHED OWNER'S RULES AND REGULATIONS WHICH ARE A PART OF THE LEASE AS PROVIDED BY ARTICLE 10

- 1. Public Access Ways**
- a) Tenants shall not block or leave anything in or on fire escapes, the sidewalks, entrances, driveways, elevators, stairways, or halls of the Building. 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 for deliveries.
 - b) Baby carriages, bicycles or other property of Tenants shall not be allowed to stand in the halls, passageways, public areas or common areas of the Building.
- 2. Bathroom and Plumbing Fixtures** The bathrooms, toilets and wash closets and plumbing fixtures shall only be used for the purposes for which they were designed or built; sweepings, rubbish bags, acids or other substances shall not be placed in them.
- 3. Refuse** Carpets, rugs or other articles shall not be hung or shaken out of any window of the Apartment or Building. Tenants shall not sweep or throw or permit to be swept or thrown any dirt, garbage or other substances out of the windows or into any of the halls, elevators or elevator shafts of the Building. Tenants shall not place any articles outside of the Apartments or outside of the Building except in safe containers and only at places designated by Owner.
- 4. Elevators** 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.
- 5. Laundry** Laundry and drying apparatus, if any, shall be used by Tenants in the manner and at the times that the superintendent or other representative of Owner may direct. Tenants shall not dry or air clothes on the roof.
- 6. Keys and Locks** Owner may retain a pass key to the apartment.
- 7. Noise** Tenants, their families, guests, employees, or visitors 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. Also, Tenants shall not play a musical instrument or operate or allow to be operated a CD player, radio or television set so as to disturb or annoy any other occupant of the Building.
- 8. No Projections** An aerial may not be erected on the roof or outside wall of the Building without the written consent of Owner, in Owner's sole discretion. Also, awnings or other projections shall not be attached to the outside walls of the Building or to any balcony or terrace.
- 9. 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, pets shall not be permitted on any passenger elevator or in any public portion of the building. Also, pets are not permitted on any grass or garden plot under any condition. 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 MATERIAL BREACH BY TENANT UNDER THE LEASE AND OWNER MAY ELECT TO END THE LEASE BASED UPON THIS VIOLATION.
- 10. Moving** Tenants 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 Tenants in moving because of delays caused by the unavailability of the elevator.
- 11. Floors** Apartment floors shall be covered with rugs or carpeting 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.
- 12. Window Guards** IT IS A VIOLATION OF LAW TO REFUSE, INTERFERE WITH INSTALLATION, OR REMOVE WINDOW GUARDS WHERE REQUIRED. (SEE ATTACHED WINDOW GUARD RIDER)
- 13. Odors** Tenants shall not permit objectionable odors to emanate from the Apartment or the Building.
- 14. Smoke and Carbon Monoxide Detectors** Tenants shall not remove batteries from smoke or carbon monoxide detectors or in any other way disarm them.

GO HPS 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. Fitness Club - 5:00 a.m. - 12:00 a.m. (access restricted)
 - c. Fitness Club Terrace - 7:00 a.m. - 10:00 p.m. (seasonal; access restricted)
 - d. Bike Storage- 5:00 a.m. - 12:00 a.m.
 - e. South Tower Ground Floor Terrace - 7:00 a.m. - 10:00 p.m. (seasonal; access restricted)
 - f. North Tower 12th Floor Terrace - 7:00 a.m. - 10:00 p.m. (seasonal; access restricted)
 - g. South Tower Rooftop Terrace - 5:00 a.m. - 12:00 a.m. (seasonal; access restricted)
 - h. Playroom - 5:00 a.m. - 12:00 a.m.
 - i. Lounges - 5:00 a.m. - 12:00 a.m. (access restricted)
3. Bike Storage is available to all tenants but availability may be limited. Contact the Front Desk 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 will be required for use of the laundry machines.
5. Club Membership includes access to the Fitness Club & Lounge, Outdoor Spaces, and Lifestyle management services. These amenities are available to Club members only.
6. Club Membership is **\$900.00** per person per year (billed monthly), but additional residents living within the same apartment may join at the discounted rate of **\$600.00** per person per year, billed monthly.
7. Persons under the age of 18 years must be accompanied by a parent, guardian or tenant.
8. Pets are not permitted in the Amenities including all outdoor spaces.
9. Casual use of the amenities is limited to the tenants and 2 guests at any time excluding the Fitness Club which is for members only.
10. Tenants are responsible for their own activities and those of their guests.
11. 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.
12. **56-27 2nd Street** is a non-smoking building. This applies to all of the Amenities, the apartments, and includes all Outdoor Space.
13. Alcohol consumption or illegal activities are not permitted.
14. 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.
15. If a tenant 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.
16. Fines for lack of conformance to agreement will be levied at the discretion of the Owner.
17. 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.
18. These rules are subject to change at the discretion of the Owner and/or its managing agents as deemed necessary without prior notice.
19. **RULES AND REGULATIONS FOR FITNESS CLUB:**
 - No food is permitted in the Fitness Club, only beverages.
 - ALL residents must sign a waiver BEFORE using the Fitness Club.
 - Guests, house guests, house sitters, personal trainers and employees of residents are NOT permitted to use the Fitness Club.
 - 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 Fitness Club 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 Fitness Club without adult supervision.
 - Please do not supply the Fitness Club 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.
20. **RESIDENTS WITH PERSONAL TRAINERS:**
 - Personal trainers must be escorted at ALL times and not be left alone between sessions.
 - Personal trainers must sign in and out with the Front Desk. If they have consecutive sessions, they must let the front

desk know when the next session begins and leave the building if the session is not immediately following the previous session.

- Trainer may not enter the Fitness Club until the session time. It is the residents' responsibility to ensure that their trainers leave the Fitness Club immediately after the session ends - no exceptions. They are not permitted to stay in the lobby or any other common areas between sessions.
- Personal trainers are to be announced by the Front Desk. If a resident is expecting a trainer and plans to be in the Fitness Club prior to their arrival, the resident must notify the Front Desk that they will be waiting for the trainer in the Fitness Club or be home to receive a call when they arrive so that that trainer will be permitted to enter the Fitness Club.
- Personal trainers must sign a waiver of liability but are NOT permitted to use the equipment at any time or for any reason.
- Residents are 100% responsible for their personal trainers and to ensure that they understand and follow all of the rules.

GO HPS LLC



12/11/2023
05:19 PM EST

Thomas Y. Chen (Tenant)

Date



Signed by Elizabeth Kragic
Fri Dec 15 2023 11:33:20 AM EST
Key: DAB89B66; IP Address: 173.3.103.145

(Gotham Real Estate Managers, LLC as agent for GO HPS
LLC)

Date

GO HPS LLC
ACCESS TO APARTMENT

RIDER ATTACHED TO AND FORMING PART OF THE LEASE DATED DECEMBER 11, 2023 BETWEEN GO HPS LLC ("OWNER") AND THOMAS Y. CHEN ("TENANT(S)"), FOR APARTMENT 407 IN THE BUILDING LOCATED AT 56-27 2ND STREET, LONG ISLAND CITY, NY 11101.

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.

GO HPS LLC



12/11/2023
05:19 PM EST

Thomas Y. Chen (*Tenant*)

Date



Signed by Elizabeth Kragic
Fri Dec 15 2023 11:33:20 AM EST
Key: DAB89B66; IP Address: 173.3.103.145

(*Gotham Real Estate Managers, LLC as agent for GO HPS LLC*)

Date



**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): **Thomas Y. Chen**

Subject Premises: **56-27 2nd Street #407, Long Island City, NY 11101**

Apt.#: **407**

Date of vacancy lease: **December 11, 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:

GO HPS LLC

12/11/2023
05:19 PM EST

Thomas Y. Chen (Tenant)

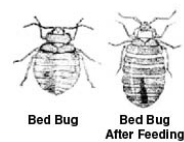
Date



Signed by Elizabeth Kragic
Fri Dec 15 2023 11:33:20 AM EST
Key: DAB89B66; IP Address: 173.3.103.145

(Gotham Real Estate Managers, LLC as agent for GO HPS LLC)

Date



BEDBUG PREVENTION TIPS

Basics

The best part about proactive bedbug prevention is that it is mostly a matter of simple effort. You don't need any special knowledge or tools. Just keep the following things in mind and apply that knowledge when necessary. And if bedbug prevention seems difficult, remember that it's easier than bedbug treatment, which is a very involved, time-consuming process.

What are bedbugs? Bedbugs are small, wingless insects that feed on the blood of warm-blooded animals including humans and pets. Their eggs are very small, about the size of a poppy seed. Their larvae are the size of a grain of rice. Adult bedbugs are about a quarter of an inch long, reddish-brown in color, and fairly flat. They live in dark crevices, such as those in mattresses and bed frames. They can also live in other furniture, openings in the floor, or in carpeting.

Prevention

The following bedbug prevention tips will help you reduce your risk of bedbugs:

- Wash all bedding regularly in hot water. The water should be at least 120 degrees.
- Vacuum floors regularly. Use the brush tool of your vacuum to vacuum your mattress. Use the crevice tool to vacuum crevices in the mattress and your baseboards.
- Use a plastic cover over your mattress. Bedbugs can't hide on the plastic cover.
- If you purchase used furniture, examine it for bedbugs. Pay attention to used mattresses and bed frames.
- Keep your bed isolated. Make sure to pull the bed away from the wall. Move nightstands so that they don't touch any part of the bed or bedding. Don't let bedding touch the floor. And don't put things on the bed (clothes, bags, shoes).
- Check your own bed for bedbugs from time to time. Catching them early will make treatment easier.
- If you do see bedbugs or signs of bedbugs, notify your building's management immediately.

Protect Yourself While Traveling

Many times bedbugs get into peoples' homes after traveling. Whether you stay in a hotel or at a friend's house, you can bring bedbugs home with you. Here are a few tips of what to do while traveling to keep bedbugs from hitching a ride home with you:

- Look over the bed and bedding for any signs of bedbugs.
- Another sign of them, other than physically seeing them, is the detection of feces. The feces is usually light brown to black in color and has a peculiar smell similar to coriander.
- Do not leave clothes on the floor or lying out on your bed. Put your clothes in the closet, dresser drawers, or keep them inside your luggage.
- Keep your luggage zipped up at all times, with or without clothes inside.
- Keep luggage off of the floor. Put it on a luggage stand, a chair or in the closet.
- When you return home, immediately launder your clothes and vacuum your luggage. Immediately dispose of the vacuum bag.

Tenant has inspected the Apartment prior to leasing and acknowledges there is no visible evidence of the presence or infestation of insects or vermin including bedbugs. Tenant agrees to maintain Apartment and common areas in a manner that prevents the occurrence of an infestation of insects and vermin including bedbugs. If Tenant allows individuals or items carrying bedbugs into the Apartment or premises, or has repeated infestations that cannot be traced to another source, such will be deemed damage to the unit and Tenant will be responsible for the cost of treatment to the Apartment, personal belongings and surrounding units and common areas as necessary to eradicate the infestation.

Thomas Y. Chen

12/11/2023
05:20 PM EST

Date

GO HPS LLC

ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE DATED DECEMBER 11, 2023 BETWEEN GO HPS LLC (LANDLORD) AND THOMAS Y. CHEN (TENANT) REGARDING APARTMENT 407 IN THE PREMISES LOCATED AT 56-27 2ND STREET, LONG ISLAND CITY, NY 11101 . 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, Thomas Y. Chen (hereinafter 'Tenant') has requested of GO HPS LLC the Owner of the premises known as and located at 56-27 2nd Street, Long Island City, NY 11101, (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 OwnerAs 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.

GO HPS LLC



12/11/2023
05:25 PM EST

Thomas Y. Chen (Tenant)

Date



Signed by Elizabeth Kragic
Fri Dec 15 2023 11:33:20 AM EST
Key: DAB89B66; IP Address: 173.3.103.145

(Gotham Real Estate Managers, LLC as agent for GO HPS LLC)

Date

GO HPS 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 residents 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 residents household or guest, or another person under the residents 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 residents 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.

GO HPS LLC



12/11/2023
05:25 PM EST

Thomas Y. Chen (Tenant)

Date



Signed by Elizabeth Kragic
Fri Dec 15 2023 11:33:20 AM EST
Key: DAB89B66; IP Address: 173.3.103.145

(Gotham Real Estate Managers, LLC as agent for GO HPS LLC)

Date

RIDER TO LEASE REGARDING ELECTRONIC DELIVERY

ADDITIONAL CLAUSES attached to and forming a part of that certain lease dated **December 11, 2023** between **GO HPS LLC** ("Landlord") and **Thomas Y. Chen** as Tenant(s) ("Tenant"), for Apartment **#407** ("Apartment") in the premises located at **56-27 2nd Street, Long Island City, NY 11101** ("Building") (collectively, the "Lease").

In the event of any inconsistency between the provisions of this Rider and the provisions of the Lease to which this Rider is annexed, the provisions of this Rider shall govern and be binding. The provisions of this Rider shall be construed to be in addition to and not in limitation of the rights of the Landlord and the obligations of the Tenant. Tenant acknowledges that as a material inducement to Landlord to execute the Lease, Tenant agrees to each of the following:

1. Tenant agrees that Tenant's electronic signature is the legal equivalent of its manual signature on this Lease. Tenant's use of any other form of electronic signature, including but not limited to email or .pdf signatures shall constitute Tenant's signature, acceptance and agreement (hereafter referred to as "E-Signature") as if actually signed by Tenant in writing. Tenant agrees that its use of a key pad, mouse or other device to select an item, button, icon or similar act/action (e.g. selecting an "I Accept" icon or its equivalent) while using any sites or digital platforms operated by Landlord or Landlord's designee shall constitute Tenant's E-Signature and Tenant shall be legally bound by the terms and conditions of this Lease. Tenant also agrees that no certification authority or other third party verification is necessary to validate Tenant's E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability or validity of Tenant's E-Signature or any resulting contract or agreement between Tenant and Landlord.
2. Tenant specifically agrees to receive any and all Communications (defined below) electronically (including, but not limited to, by email to Tenant's email address designated below ("Tenant's Email Address"). Further, by signing below, Tenant voluntarily agrees and consents that service of any lease or renewal lease or summons, complaint, notice of petition or petition, or other legal process in any suit, action or proceeding (collectively, "Service") may be made by email to Tenant at Tenant's Email Address, and consents and agrees that such Service shall constitute in every respect valid and effective service, but nothing herein shall affect the validity or effectiveness of process served in any other manner permitted by law. Any and all Communications or Service sent by Landlord or its agents to Tenant shall be deemed delivered when sent to Tenant's Email Address and Tenant irrevocably waives any and all claims it may have against Landlord in law or equity to contest same. The term "Communications" shall be deemed to mean any bills, statements, notices, demands, requests, notices of any legal proceeding or action in connection with this Lease, including, without limitation, any other communications in connection with this Lease or relationship between Tenant and Landlord. Nothing contained herein shall mean that Landlord must provide any Communications electronically; Landlord may, at its sole option, alternatively deliver any Communications to Tenant traditionally should Landlord choose to do so.
3. Tenant acknowledges that, for its records, it is able to retain Communications, this Lease and any other agreements between Landlord and Tenant delivered electronically by printing and/or downloading and saving the same. Tenant agrees to print out or download this Lease, all Communications delivered electronically and all documents to which Tenant agrees by use of its E-Signature and to keep such printed copies for Tenant's records.
4. Tenant may request a paper version of any Communications delivered electronically. To request a paper copy of an Electronic Communication, contact Landlord in writing at **56-27 2nd Street, Long Island City, NY 11101**.
5. Tenant has the right to withdraw its consent to receive Communications electronically at any time since this service is offered as an accommodation to the Tenant for the Tenant's convenience. Tenant acknowledges that Landlord reserves the right to restrict or terminate Tenant's access to any of its sites or digital platforms if Tenant so withdraws its consent to receive Communications electronically. If Tenant wishes to withdraw its consent, it must be done in writing to Landlord at **56-27 2nd Street, Long Island City, NY 11101** by certified mail, return receipt requested.
6. Tenant's current email address is **tc3565@nyu.edu**. Tenant agrees to promptly inform Landlord of any changes to its email address. Tenant may modify its email address by submitting a written notification to Landlord at **56-27 2nd Street, Long Island City, NY 11101**, by certified mail, return receipt requested. If there is more than one (1) Tenant named in the Lease, all Tenants agree and acknowledge that the sending of any Communication to the email address set forth in this paragraph is good and sufficient notice to all Tenants named in the Lease. Tenant understands that it is Tenant's responsibility to ensure Landlord has been given Tenant's up-to-date email address and that it is in fact correct and accurate. Tenant further understands that it is solely responsible for ensuring its email address is functioning properly at all times and that Landlord has no liability for errors in transmission of the electronic notices other than addressing the electronic notices to the email address provided by Tenant. Notwithstanding the foregoing, the Tenant agrees to acknowledge all emails from the Landlord (such as an email acknowledgment), if requested to do so by the Landlord.
7. In order to receive and retain Communications electronically, Tenant may be required to install, maintain and/or operate necessary telephone lines, computers, access to the internet, internet browsers, software, connections and/or equipment. Landlord is not responsible for errors, failures or malfunctions in connection with any of the foregoing. Landlord is also not responsible for computer viruses or related problems associated with use of any online system or other digital platform. Without limiting the foregoing, by agreeing to the Lease, Tenant expressly represents that Tenant currently is, and will at all times be, able to satisfy and maintain the following minimum requirements:
 - A personal computer or other similar device (e.g., an iPad, a smartphone) that is capable of accessing the Internet.
 - An E-Mail account capable of receiving electronic correspondence and attachments thereto.
 - Software that enables Tenant to receive and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader® version 8.0 and above.
8. Tenant is fully aware of its right to discuss any and all aspects of this Lease and Rider with counsel of its choice. Tenant hereby acknowledges that (he/she) has carefully read and fully understands all of the provisions of this Lease and Rider, that (he/she) has had a reasonable period of time within which to consult with counsel or to otherwise consider the terms of this Lease and Rider and that (he/she) is voluntarily entering into this Lease and Rider and consents thereto.
9. If any provision of this Lease or Rider, or its application to any person or entity or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Lease and Rider shall not be thereby affected, and each provision shall remain valid and enforceable to the fullest extent permitted by law.
10. Tenant's execution of this Rider is a material inducement to Landlord to enter into this Lease, and without such inducement Tenant acknowledges that Landlord would not have entered into this Lease. Any failure by Tenant to comply with the requirements of this Lease and Rider shall be deemed a material breach of this Lease and Rider, for which Landlord shall

- be entitled to any and all of its remedies in accordance with the terms, conditions and covenants of this Lease and Rider.
11. Tenant shall promptly reimburse Landlord, as additional rent, for all legal fees and any other expenses and costs incurred by Landlord in connection with any dispute or action in connection with this Lease or Rider (including, but not limited, any action by Landlord in connection with the collection of sums owed to Landlord under this Lease or Rider).
12. This Lease and Rider is a result of an arm's length negotiation between the parties. This Lease and Rider shall be construed in accordance with its plain meaning and shall not be construed for or against any party on account of the role of any party or its counsel in the drafting of this Lease and Rider.
13. The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease or Rider shall not be construed as a waiver or relinquishment for the future performance of such obligations of this Lease or Rider, or of the right to exercise such election.
14. Tenant understands that Landlord's policy on the use of electronic notices is subject to change by Landlord at any time in its sole discretion.
15. This Rider shall be incorporated into and be deemed a part of this Lease.

GO HPS LLC



12/11/2023
05:26 PM EST

Thomas Y. Chen (Tenant)

Date



Signed by Elizabeth Kragic
Fri Dec 15 2023 11:33:20 AM EST
Key: DAB89B66; IP Address: 173.3.103.145

(Gotham Real Estate Managers, LLC as agent for GO HPS
LLC)

Date



FIRE SAFETY PLAN

I/We, **Thomas Y. Chen**, of Apartment **407** located in the building known as **56-27 2nd Street, Long Island City, NY 11101** have received a copy of the building's current Fire Safety Plan.

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.

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 **SEE BELOW *****

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)).

Distributed by **GO HPS LLC** Date: **December 11, 2023**

Received by:

A handwritten signature in black ink, appearing to read "Thomas Y. Chen".

12/11/2023
05:26 PM EST

Thomas Y. Chen (Received)

Date

*****The central components of the sprinkler system are maintained and inspected monthly and annually as required by law. Logs are available in the superintendent and/or resident manager's office. No laws require maintenance and inspection of a sprinkler system within the leased premises.**

Copy of this form **MUST** be available for FDNY inspection.
Original **MUST** be returned to **GO HPS LLC**

FIRE SAFETY PLAN
PART I - BUILDING INFORMATION SECTION

BUILDING: Gotham Point South
ADDRESS: 56-27 2nd Street, Long Island City, NY 11101

BUILDING OWNER/REPRESENTATIVE:
Name: GO HPS LLC
Address: 56-27 2nd Street, Long Island City, NY 11101
Telephone: 646-867-8940

BUILDING INFORMATION:
Year of Construction:

Type of Construction: Non-Combustible

Number of Floors: 33 Above Ground 1 Below Ground

Sprinkler System: Yes
Fully Sprinklered

Fire Alarm: Yes; Transmits Alarm to Fire Dept/Fire Alarm Co.
Manual Pull Stations: In Public Areas

Public Address System: Yes
Location of Speakers: Hallway, Stairwell, Dwelling Unit

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

Type of Egress	Identification	Location	Leads to
Main Entrance	-	Lobby	2nd Street
Enclosed Interior Stairwell	A	Lobby	Serves the Lobby to the Roof. This stair is separated b/n the lobby by a rated door.
Enclosed Interior Stairwell	B	2nd Street	Serves the 1st floor to the Roof.
Enclosed Interior Stairwell	C	1st Floor Stair B Hallway	Serves the Cellar to 1st Floor Stair B Hallway
Enclosed Interior Stairwell	D	2nd Street	Serves the 1st floor to the Cellar
Enclosed Interior Stairwell	E	2nd Street	Serves the 1st Floor to the 3rd Floor

Other Information: Note: A "Floor 13" designation has been omitted for this building, and as such, the above ground floor designations are Floors 1 through 12, and Floor 14 through Roof.

DATE PREPARED: 7/5/2022

FIRE SAFETY PLAN
PART II - FIRE EMERGENCY INFORMATION

BUILDING: **Gotham Point South**
ADDRESS: **56-27 2nd Street #407, Long Island City, NY 11101**

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.

NEW YORK STATE FLOOD HISTORY AND RISK NOTICE TO RESIDENTIAL TENANTS

Pursuant to and in accordance with New York State Real Property Law §231-b et seq, all residential leases shall provide notice of previous flood history and current flood risk of the leased premises.

The owner of **Gotham Point South** ("Leased Premises") hereby provides such notice by checking one or more of the following options:

- ☐ any of all of the Leased Premises is located wholly or partially in a Federal Emergency Management Agency ("FEMA") designated floodplain.
- ☒ any of all of the Leased Premises is located wholly or partially in the Special Flood Hazard Area ("SFHA"; "100-year flood-plain") according to FEMA's current Flood Insurance Rate Maps for the leased premises' area.
- ☐ any of all of the Leased Premises is located wholly or partially in a Moderate Risk Flood Hazard Area ("500-year floodplain") according to FEMA's current Flood Insurance Rate Maps for the leased premises' area.
- ☐ the leased premises has experienced any flood damage due to a natural flood event, such as heavy rainfall, coastal storm surge, tidal inundation, or river overflow which is detailed as follows:

☐ None of the above conditions apply to any portion of the Leased Premises.

NOTICE TO TENANT: Flood insurance is available to renters through the Federal Emergency Management Agency's (FEMA's) National Flood Insurance Program to cover your personal property and contents in the event of a flood. A standard renter's insurance policy does not typically cover flood damage. You are encouraged to examine your policy to determine whether you are covered.

GO HPS LLC



12/11/2023
05:27 PM EST

Thomas Y. Chen (Tenant)

Date



Signed by Elizabeth Kragic
Fri Dec 15 2023 11:33:20 AM EST
Key: DAB89B66; IP Address: 173.3.103.145

(Gotham Real Estate Managers, LLC as agent for GO HPS LLC)

Date

RIDER TO LEASE REGARDING HAZARDOUS MATERIALS

ADDITIONAL CLAUSES attached to and forming a part of that certain lease dated **December 11, 2023** between **GO HPS LLC**("Landlord") and **Thomas Y. Chen** as Tenant(s) ("Tenant"), for Apartment **407** ("Apartment") in the premises located at **56-27 2nd Street, Long Island City, NY 11101** ("Building") (collectively, the "Lease").

This Rider modifies Article 10(B) (as it shall be considered a new Rule) and Article 11 of the Lease and Lease Amenities Rider Article 3 and any Bicycle Rack Storage License Agreement previously executed between the parties:

- 1. Due to the now apparent danger concomitant to Lithium-Ion batteries of greater than 20 volts (and similar rechargeable batteries used in electric/electronic means of transport), the use, storage and charging/recharging, cycling/recycling of which danger has been established to be failures that result in combustion which causes rapidly spreading fires of great temperature that are resistant to rapid extinguishment by common and readily available means, Landlord has reasonably determined that the presence of such batteries and the devices/vehicles which use them are an extreme hazard to the life, health, safety, well-being, body and property of all those present in, about or near to the Premises.
- 2. Based upon such reasonable determination, Landlord has determined such batteries and devices/vehicles which uses them to be Hazardous Materials.
- 3. Based upon such reasonable determination, such batteries and the devices/vehicles which use them are immediately banned from the Premises, the building and the property upon which the building sits.

This article modifies the Lease, Riders and Bicycle Rack Storage License Agreement and adds the following Article which shall be referred to as Article 55-Hazardous Materials:

- 1. Tenant Hazardous Materials. Tenant shall not cause or permit any Hazardous Material (as hereinafter defined) to be brought upon, kept or used in or about the Premises by Tenant or guests. For the purpose of this Lease, "Hazardous Material" shall include oil, gasoline, kerosine, flammable, explosives, asbestos, urea, formaldehyde, radioactive materials, rechargeable batteries rated at greater than 20 volts, or waste, or other flammable, hazardous, toxic, contaminated or polluting materials, substances or wastes of any kind and in any quantity.
- 2. If Tenant breaches the obligations set forth in this paragraph, and such breach results in any death, personal injury, damage to the Premises or any other part of the Building, then Tenant hereby agrees to indemnify, defend and hold Landlord, it's agents and assigns, harmless from any and all claims, causes of action, judgments, damages, penalties, fines, costs, liabilities or losses, including, without limitation, diminution in value of the Building, damages for the loss or restriction of use of rentable or usable space in or of any amenity of the Building, sums paid in settlement of claims, sums associated with the restoration of the premises, any attorney's fees, consultants fees, permits, sign-offs, and expert fees which arise during or after the term of the Lease as a result of such damage. This indemnification of Landlord by Tenant shall survive expiration or termination of this Lease and includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Tenants acts or defaults.
- 3. If Tenant breaches the obligations set forth in this paragraph it shall be considered a non-curable event of default and breach of lease, and grounds for the immediate termination of tenancy, and Landlord shall be entitled to any remedy in the lease related to Tenants default.

This article modifies the Lease, Article 11:

- 1. That sentence of Article 11 which reads "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" is amended and replaced by the following sentence "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 including, but not limited to, the use, storage, charging/recharging, cycling/recycling of Lithium Ion batteries of greater than 20 volts or those devices or machines which use or charge such batteries."

No other sentence, part or section of Article 11 is altered in any way.

This article modifies the Lease, Article 16, subsection A:

- 1. Article 16, subsection A which reads "You fail to carry out any agreement or provision of this Lease;" is amended and replaced by the following sentence "You fail to carry out any agreement or provision of this Lease, its riders and/or amendments;"

GO HPS LLC



12/11/2023
05:28 PM EST

Thomas Y. Chen (Tenant)

Date



Signed by Elizabeth Kragic
Fri Dec 15 2023 11:33:20 AM EST
Key: DAB89B66; IP Address: 173.3.103.145

(Gotham Real Estate Managers, LLC as agent for GO HPS LLC)

Date

GO HPS LLC
MOLD NOTIFICATION

RIDER ATTACHED TO AND FORMING PART OF THE LEASE DATED DECEMBER 11, 2023 BETWEEN GO HPS LLC ("OWNER") AND THOMAS Y. CHEN ("TENANT(S)"), FOR APARTMENT 407 IN THE BUILDING LOCATED AT 56-27 2ND STREET, LONG ISLAND CITY, NY 11101.

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.

GO HPS LLC



12/11/2023
05:29 PM EST

Thomas Y. Chen (Tenant)

Date



Signed by Elizabeth Kragic
Fri Dec 15 2023 11:33:20 AM EST
Key: DAB89B66; IP Address: 173.3.103.145

(Gotham Real Estate Managers, LLC as agent for GO HPS LLC)

Date

GO HPS LLC
MOVE-IN PROCEDURES

Dear Tenant,

We are pleased to welcome you to your new home. For your guidance, please review the information listed below concerning your move-in:

- 1. Upon receipt of your approval from **GO HPS LLC**, please note that you must contact **Gotham Concierge** at **Concierge@gothamorg.com** in order to schedule your move-in date. When arranging for your move-in date, please provide us with the name and telephone number of your moving company and alert us of any special requirements that your schedule may have.
- 2. Certificates of insurance and liability are required from your moving company and the Landlord must be named as an additional insured. All certificates must be forwarded by email to **Gotham Concierge** at **Concierge@gothamorg.com** at least five (5) business days before your move-in. Please inform your moving company of the following and see attached.
- 3. The moving hours are as follows:

Monday through Sunday 9:00 a.m. to 6:00 p.m. and Maximum of 3-hour time slots available per day, on a first-come, first-serve basis.
- 4. Arrangements should be made with your moving company to ensure that the moving truck arrives promptly at the building on your move-in date.
- 5. To protect your furnishings as well as the building's lobbies and elevators, moving companies must provide masonite to protect carpet in hallways and pad all common areas, walls and elevators. Please be reminded that the residents are responsible for any damages incurred during your move-in.
- 6. Please be advised that you or an adult representative must be available to give instructions to your moving company.
- 7. If you have any management-related issues, please email **Martin Keane at mkeane@gothamorg.com**.

Sincerely,

GO HPS LLC

NOTICE OF RIGHT TO REQUEST REASONABLE MODIFICATIONS AND ACCOMMODATIONS FOR PERSONS WITH DISABILITIES

The New York State Human Rights Law requires GOTHAM REAL ESTATE MANAGERS, LLCs to make reasonable accommodations or modifications to a building or living space to meet the needs of people with disabilities.

GOTHAM REAL ESTATE MANAGERS, LLC is committed to granting reasonable accommodations and modifications to its rules, policies, practices, or services where such accommodations enable people with disabilities the equal opportunity to use and enjoy their dwellings as required by federal, state and local law. A reasonable accommodation or modification may include an exception to a rule or policy or physical change to a unit or common area. A disability-related reasonable accommodation or modification may be granted when there is an identifiable relationship, or nexus, between the requested accommodation or modification and the individual's disability. No accommodation or modification is on its face unreasonable. An accommodation or modification is reasonable unless it would cause GOTHAM REAL ESTATE MANAGERS, LLC undue hardship.

GOTHAM REAL ESTATE MANAGERS, LLC accepts reasonable accommodation or modification requests from persons with disabilities and those acting on their behalf. To request a reasonable accommodation, you (resident or future resident) should contact your community manager, **Martin Keane**, by calling **(646) 867-8933**, or by emailing **mkeane@gothamorg.com**. The community manager is responsible for assisting you with your request. You will need to show GOTHAM REAL ESTATE MANAGERS, LLC 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 GOTHAM REAL ESTATE MANAGERS, LLC.

GOTHAM REAL ESTATE MANAGERS, LLC will decide on a resident's or future resident's request within a reasonable time following the receipt of all required documentation. If the request is of a time-sensitive nature, please let us know and we will make our best efforts to expedite the decision-making process.

In the event we need additional information to make a determination, we will advise you of the specific information needed within a reasonable time after you make a request. It is GOTHAM REAL ESTATE MANAGERS, LLC's policy to seek only the information needed to determine if a reasonable accommodation should be granted under federal, state or local law. GOTHAM REAL ESTATE MANAGERS, LLC will never require individuals to provide medical records or to provide details of a disability beyond that which is minimally sufficient to demonstrate the existence of a disability and the relationship between the disability and the requested accommodation.

Once we have all the information required to make a determination on a request, GOTHAM REAL ESTATE MANAGERS, LLC will provide you with written approval or denial of your request.

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:

- Changes to the interior of your housing unit to make it accessible;
- Changes to GOTHAM REAL ESTATE MANAGERS, LLC'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 GOTHAM REAL ESTATE MANAGERS, LLCs 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, GOTHAM REAL ESTATE MANAGERS, LLC 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, GOTHAM REAL ESTATE MANAGERS, LLC must pay for that to be done.
- If you have an impairment that requires a parking space close to your unit, you can request GOTHAM REAL ESTATE MANAGERS, LLC 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 multifamily 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.



12/11/2023
05:30 PM EST

Thomas Y. Chen (*Tenant*)

Date

GO HPS LLC
PET RIDER

RIDER ATTACHED TO AND FORMING PART OF THE LEASE DATED DECEMBER 11, 2023 BETWEEN GO HPS LLC ("OWNER") AND THOMAS Y. CHEN ("TENANT(S)"), FOR APARTMENT 407 IN THE BUILDING LOCATED AT 56-27 2ND STREET, LONG ISLAND CITY, NY 11101.

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 do 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 all 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.

GO HPS LLC



12/11/2023
05:30 PM EST

Thomas Y. Chen (Tenant)

Date



Signed by Elizabeth Kragic
Fri Dec 15 2023 11:33:20 AM EST
Key: DAB89B66; IP Address: 173.3.103.145

(Gotham Real Estate Managers, LLC as agent for GO HPS LLC)

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 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 all 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.

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 Fitness Club, Fitness Club adjuncts, lounges, roof deck, laundry rooms, 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 up to two (2) dogs which, at full growth, do not exceed a collective weight of 100 lbs or two (2) cats in the apartment. Tenant may have one (1) dog and one (1) cat as long as dog, at full growth, does not exceed 100 lbs. Any dog weighing more than 50 lbs is only permitted to use service elevator. TENANT MUST PROVIDE PHOTOGRAPH OF PET 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 tenants or their pets, and has no history of being a threat or danger to other people or animals and has never to tenants knowledge caused 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, German Shepherd, and Doberman Pinscher variety, mixed or pedigreed, or any breed (in Owner's sole discretion) with an aggressive nature variety, mixed or pedigreed, 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 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 shall provide Owner with documents evidencing licensing, shots and veterinary examinations 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 the 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 the 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.

IN WITNESS WHEREOF, agent for the Owner and tenant have respectively signed this agreement as of the day and the year below written.

GO HPS LLC
CHILDREN'S PLAYROOM
PARENTAL RELEASE AND CONSENT

In exchange for the privilege of entering and using the children's playroom (the "Playroom") the undersigned hereby certifies and agrees as follows:

I am over the age of 18, and am a parent or the legal guardian for:

Resident Name Thomas Y. Chen	My Child(ren)
---------------------------------	---------------

I understand and acknowledge that the Playroom is not a daycare center, is not equipped or authorized to provide childcare services, and will not provide or be responsible for, the care or supervision of My Child or any other children who are admitted to the Playroom.

I have read, understand and agree to comply with the Playroom's Guidelines (the "Guidelines"), a copy of which is attached to this Release and Consent as EXHIBIT A.

My Child, and all other children admitted to the Playroom under my care shall be accompanied and supervised by me or my Child's Designated Child Care Providers at all times, and I shall not supervise more than three (3) children, including my own child or children, at one time while at the Playroom.

I understand that I and my Child's Designated Child Care Provider are responsible for ensuring that the Child or children in our care comply with the Guidelines and other rules governing activities within the Playroom.

I understand that in the event I violate any of the above provisions, violate any of the Guidelines, or otherwise take any action, or any child under my care or supervision takes any action, which is deemed to be inappropriate by a member of the Owner's staff, I, together with any children under my care or supervision, may be removed from and barred further entry from the Playroom.

WAIVER AND RELEASE

In consideration of my Child being allowed entry to the Playroom and access to its facilities, I agree to assume all the risks and responsibilities surrounding my Child's use of and activities within the Playroom, and in advance release, waive, forever discharge, and covenant not to sue the Owner, officers, agents, and/or any employees ("Releasees"), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature which my child/ward may have or may hereafter accrue to him/her, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by him/her or by any property belonging to him/her, except if caused by the sole negligence of the any of the Releasees, while s/he is at the Playroom

I have signed this Waiver and Release in full recognition and appreciation of the dangers, hazards, and risks of my child participating in activities at the Playroom, which could include serious injury and property damage. In signing this Release, I acknowledge and represent that I have fully informed myself of the content of this Release of liability and hold harmless agreement by reading it before I sign it, and that I have reviewed it and understand what it means and that I sign this document as my free act and deed. No oral representations, statements, or inducements, apart from the foregoing written statement, have been made. I understand that the Releasees do not require my child/ward to participate in this Activity, but I want him/her to do so, despite the possible dangers and risks and despite this Release.

I further agree that this Release shall be construed in accordance with the laws of the State of New York. If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release, the validity of the remaining portions shall not be affected thereby

This waiver shall release Owner, its managing agent, agents or employees of any and all claims, demands, damages, causes of action, present or future, whether known or unknown, resulting out of my child's use of the Playroom or its equipment.

Signature Page to Parental Release and Consent

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Agreement on the 11th day of December, 2023

GO HPS LLC



12/11/2023
05:31 PM EST

Thomas Y. Chen (Tenant)

Date



Signed by Elizabeth Kragic
Fri Dec 15 2023 11:33:20 AM EST
Key: DAB89B66; IP Address: 173.3.103.145

(Gotham Real Estate Managers, LLC as agent for GO HPS
LLC)

Date

GO HPS LLC
EXHIBIT A
CHILDREN'S PLAYROOM GUIDELINES

ALL FAMILIES AND CHILDREN USE THE PLAYROOM AT THEIR OWN RISK. EACH CHILD'S PARENT OR OTHER LEGAL GUARDIAN MUST SIGN THE PLAYROOM'S CONSENT AND RELEASE PRIOR TO USING THE PLAYROOM FOR THE FIRST TIME. CHILDREN MUST BE UNDER THE AGE OF 10 TO USE THE PLAYROOM.

ALL CHILDREN UNDER THE AGE OF 18 MUST BE ACCOMPANIED AND SUPERVISED AT ALL TIMES BY HIS OR HER PARENT, LEGAL GUARDIAN, OR DESIGNATED CHILD CARE PROVIDER (DEFINED BELOW). NO ADULT MAY SUPERVISE MORE THAN THREE (3) CHILDREN AT ONE TIME AT THE PLAYROOM. THIS INCLUDES DESIGNATED CHILDCARE PROVIDERS. IN THE EVENT A CHILD IS LEFT UNATTENDED, OR AN ADULT OTHERWISE VIOLATES THESE REQUIREMENTS, THE CHILD AND ACCOMPANYING ADULT MAY BE REQUIRED TO LEAVE THE PLAYROOM IMMEDIATELY.

- 1. Owner reserves the right to refuse entry to any person, or require any admitted person to leave the Playroom immediately, in the event that an employee or agent of the Owner determines (in his or her sole discretion) that the person's behavior (or the behavior of a companion of such person) violates any Playroom or building policy, or is otherwise inappropriate. If that person is caring for a child, the child will also be obligated to leave.
- 2. Each child must be accompanied and supervised by the child's parent, legal guardian or a Designated Child Care Provider.
- 3. The Playroom is not responsible for any property brought into the Playroom. A lost and found box may contain misplaced items.
- 4. Smoking is not permitted in the Playroom, in the building, or within 15 feet of any building entrance.
- 5. Playroom property is not to be removed from the facility. Violators will be assessed replacement costs for any lost or missing items. If it is determined that the removal of any item(s) was deliberate, the offender will no longer be admitted to the Playroom.
- 6. Food and/or beverages are NOT permitted in Playroom with the exception of water.
- 7. The Playroom hours are 8:00 am to 8:00 pm.

GO HPS LLC
RECYCLING RIDER

RIDER ATTACHED TO AND FORMING PART OF THE LEASE DATED DECEMBER 11, 2023 BETWEEN GO HPS LLC ("OWNER") AND THOMAS Y. CHEN ("TENANT(S)"), FOR APARTMENT 407 IN THE BUILDING LOCATED AT 56-27 2ND STREET, LONG ISLAND CITY, NY 11101.

Tenant agrees at his sole cost and expense, to comply with all present and future laws, orders and regulations of all State, Federal, Municipal and Local Governments, departments, commissions, and boards regarding the collection sorting, separations, and recycling of waste products, garbage, refuse and trash. Tenant shall sort and separate such waste products, garbage, refuse and trash into such categories as provided by law, and in accordance with the rules and regulations adopted by Owner for the sorting and separating of such designated recyclable materials. Tenant shall comply with the requirement to rinse recyclable bottles and containers before placing them in the designated receptacles, in accordance with the law and local regulations.

Owner reserves the right, where permitted by law, to refuse to collect or accept, from tenant, any waste products, garbage, refuse or trash which is not separated and sorted as required by law. Where permitted by law, Owner reserves the right to require tenant to arrange for such collection, at tenant's sole cost and expense, utilizing a contractor satisfactory to landlord.

Tenant shall pay all costs, expenses, fines, penalties, or damages which may be imposed on Owner or tenant by reason of tenant's failure to comply with the provisions of this Rider, and at tenant's sole cost and expense, tenant shall indemnify, defend, and hold Owner harmless (including legal fees and expenses) from and against any actions, claims and suits arising from such tenant noncompliance, utilizing counsel reasonable satisfactory to Owner if Owner so elects. Tenant's failure to comply with this paragraph shall constitute a violation of a substantial obligation of the tenancy, local statute, and owner's rules and regulations. Tenant shall be liable to Owner for any costs, expenses, or disbursement, including attorney's fees, with respect to any action or proceeding by Owner against tenant, predicated upon tenant's breach of this paragraph. Tenant understands that local regulations governing recycling make residents liable for noncompliance.

GO HPS LLC



12/11/2023
05:31 PM EST

Thomas Y. Chen (*Tenant*)

Date



Signed by Elizabeth Kragic
Fri Dec 15 2023 11:33:20 AM EST
Key: DAB89B66; IP Address: 173.3.103.145

(*Gotham Real Estate Managers, LLC as agent for GO HPS LLC*)

Date

RESIDENTIAL CURRENT OCCUPANT INFORMATION

PROPERTY Gotham Point South	UNIT 56-27 2nd Street #407, Long Island City, NY 11101
--------------------------------	---

Tenant Information:

TENANT Thomas Y. Chen	DATE OF BIRTH 4/5/1999	SSN 045-99-****
MOBILE (347) 748-2091	HOME (347) 748-2091	CELL PHONE ()
EMAIL ADDRESS tc3565@nyu.edu		
EMERGENCY CONTACT Kevin Yang		PHONE (617) 893-7163
ADDRESS 43-22 Queens Street, Long Island City, NY 11101		RELATIONSHIP Friend

EMPLOYER NAME	PHONE
---------------	-------

Lease Information:

Monthly Rent:	\$3,885.71
Rent Charged:	\$3,885.71
Security Deposit:	\$3,885.71
Lease Starts:	January 15, 2024
Lease Ends:	May 14, 2025

Additional Occupants:

No occupants have been authorized at this time.

GO HPS LLC
RIDER TO LEASE
(Additional Lease Provisions, Policies and Notices)

GO HPS LLC
GOTHAM POINT SOUTH
56-27 2ND STREET, APARTMENT 407, LONG ISLAND CITY, NY, 11101
TENANT: THOMAS Y. CHEN

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 the each family member, occupant, and their dependant 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, dependant 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 **fifteenth (15th)** day of the month for which rent is due, Owner may charge, and Tenant agrees to pay **\$50.00**, as additional rent.
- b. In the event rent is not timely received by the Owner on or before the **fifth (5th)** 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.

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. - 4:00 P.M. (Monday through Friday): **\$20.00**
 - ii. 4:00 P.M. - 8:00 A.M. (Monday through Friday): **\$40.00**
 - iii. 4:00 P.M. Friday through 8:00 A.M. Monday: **\$50.00**
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 your 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 **required** 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. 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.

GO HPS LLC



12/11/2023
05:35 PM EST

Thomas Y. Chen (Tenant)

Date



Signed by Elizabeth Kragic
Fri Dec 15 2023 11:33:20 AM EST
Key: DAB89B66; IP Address: 173.3.103.145

(Gotham Real Estate Managers, LLC as agent for GO HPS
LLC)

Date

GO HPS LLC
SMOKE FREE LEASE RIDER

IT IS HEREBY AGREED by and between GO HPS LLC, Owner of the premises known as and located at 56-27 2nd Street, Long Island City, NY 11101 and Thomas Y. Chen (hereinafter "Tenant"), tenant of Apartment 407 in the subject premises (hereinafter "subject apartment") as follows. This additional clause is attached to and forming a part of Lease dated December 11, 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 Gotham Point South 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 smokefree 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.

GO HPS LLC



12/11/2023
05:36 PM EST

Thomas Y. Chen (Tenant)

Date



Signed by Elizabeth Kragic
Fri Dec 15 2023 11:33:21 AM EST
Key: DAB89B66; IP Address: 173.3.103.145

(Gotham Real Estate Managers, LLC as agent for GO HPS
LLC)

Date

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): Thomas Y. Chen
Lease Premises Address: 56-27 2nd Street, Long Island City, NY 11101
Apartment Number: 407 (the "Leased Premises")
Date of Lease: December 11, 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 **SEE BELOW ****

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.


Thomas Y. Chen (Tenant) Date

12/11/2023
05:37 PM EST

GO HPS LLC



Signed by Elizabeth Kragic
Fri Dec 15 2023 11:33:21 AM EST
Key: DAB89B66; IP Address: 173.3.103.145

(Gotham Real Estate Managers, LLC as agent for GO HPS LLC) Date

*** **The central components of the sprinkler system are maintained and inspected monthly and annually as required by law. Logs are available in the superintendent and/or resident manager's office. No laws require maintenance and inspection of a sprinkler system within the leased premises.**

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 **January 15, 2024**:

- ☐ 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.

GO HPS LLC



12/11/2023
05:37 PM EST

Thomas Y. Chen (Tenant)

Date



Signed by Elizabeth Kragic
Fri Dec 15 2023 11:33:21 AM EST
Key: DAB89B66; IP Address: 173.3.103.145

(Gotham Real Estate Managers, LLC as agent for GO HPS LLC)

Date

Print Name, Address, and Apartment Number:
Thomas Y. Chen
56-27 2nd Street #407, Long Island City, NY 11101

Return this form to (Owner address):
56-27 2nd Street, Long Island City, NY 11101

Submetering Lease Rider

1. You acknowledge that **Con Edison**, will be the provider of electricity to the building and that the tenant will be paying the charges for such electricity directly to this entity (or its successor), You will be required to pay Owner for the use of electricity at the Apartment on the basis of a separate (submetered) charge that will be billed to You by Owner (or its agent) on a monthly basis. The charges to You for electricity are due without offset or abatement on the first day of each and every month for which a bill is rendered. In the event of non- payment of electric charges, the Owner shall afford You all notices and protections available to You pursuant to the Home Energy Fair Practices Act (HEFPA) before any action(s) based on such non-payment, including termination of service, is commenced. In, the event that a tenant is invoiced incorrectly, the property management will refund the tenant affected by the submeterer actions that led to such refunds provided that the submeterer has such contact information for the residents.

2. Method to be used to calculate rates to residents – sample rate structure

The rate calculation to be used is the Consolidated Edison Service Classification SC-1 for direct metered service (the "SC-1 rate"). Specifically, a tenant's kilowatt hour (kWh) usage will be multiplied by the Consolidated Edison Service Classification SC-1 rate for a billing period, then sales tax (currently **4.5%**) will be added to arrive at the total tenant cost.

The Consolidated Edison Service Classification SC-1 rate is a combination of various items, including:

Basic Charge: This is a charge for basic system infrastructure and customer- related services, including customer accounting, meter reading, and meter maintenance.

kWh Cost: This energy charge is broken down into four separate components – market supply, monthly adjustment, delivery (transmission and distribution).

Systems Benefit Charge (SBC)/Renewable Portfolio Standard (RPS): This is an additional charge per kWh.

Fuel Adjustment: The sum of Market Supply Charge (MSC) and Monthly Adjustment Charge (MAC) adjustment factors.

Utility Tax: The sum of Commodity Gross Receipt Tax and Full Service Gross Receipt Tax.

Sales Tax: The current NYS sales tax.

The following is an example of the formula that will be used to derive a tenant's electricity charges based on the current Consolidated Edison Service Classification EL1 rate and a monthly use of 250 kWh:

		Total
Basic Charge		\$YY.YY
KWh	.XXXXX times 250	\$YY.YY
Systems Benefit Charge	.XXXXX times 250	\$ Y.YY
Fuel Adjustment Charge	.XXXXX times 250	\$ Y.YY
	Subtotal	\$YY.YY
Utility Tax	.XXXXX times YY.YY	\$ Y.YY
	Subtotal	\$YY.YY
Sales Tax	YY.YY times 4.5%	\$ T.TT
	YY.YY plus T.TT	\$ZZ.ZZ
Tenant Cost		\$ZZ.ZZ

In no event will the total monthly rates (including any monthly administrative charge) exceed the utility's tariff residential rate for direct metered service to such residents (see 16 NYCRR § 96.2)

All Con Edison rates by classification are available on its website (www.coned.com) under Rates and Tariffs. The electric Rates and Tariffs are listed under the heading "PSC No. 10" – Electric: Full Service

The meter reading data and billing calculations will be documented and maintained for a 6-year period for each unit.

3. When a tenant has a question about electric bill or believes the electric bill is inaccurate, the following protocol will be followed: Tenant should submit the complaint to the property manager of the Building, including the action or relief requested and/or the reason for a complaint about a submetering charge. The property manager shall investigate and respond to the complaint in writing within 15 days of the receipt of the complaint; **Martin Keane**, Property Manager, **(646) 867-8938; MKeane@gothamorg.com**. If the tenant and the property manager cannot reach an equitable agreement and tenant continues to believe the complaint has not been adequately addressed, then the tenant may file a complaint with the Public Service Commission through the Department of Public Service. Alternatively, tenants may contact the Department of Public Service at any time concerning submetered service in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at 1-800-342-3377, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at www.dps.ny.gov
4. You will be afforded rights and protections available to residential energy consumers in New York State under HEFPA, including the ability to file a complaint with the PSC. The nearest office of the PSC is at: NYS Public Service Commission, 90 Church Street, New York, NY 10007, 212-417-2234, 800-342-3377, www.dps.ny.gov. You may contact the PSC at any time if You are dissatisfied regarding management's response to Your complaint or at any time regarding submetered service.
5. You may request balanced billing for Your electric charges. Balanced billing divides the electric costs into equal monthly payments. Periodically, the balanced billing amounts will be reviewed and adjusted as necessary. At the end of one year, You shall be responsible to pay for any electric costs in excess of the balanced billing amount paid.
6. If You have difficulty paying the electric bill, You may contact the management company for the Building by telephone or by letter in order to arrange for a deferred payment agreement, whereby You may be able to pay the balance owed over a period of time. If You can show financial need, the management company for the Building can work with You to determine the length of the agreement and the amount of each monthly payment.
7. Regardless of Your payment history, the management company and submeterer of the Building will continue electric service if Your health or safety is threatened. When You become aware of such hardship, the management company for

- the Building can refer You to the Department of Social Services. Please notify the management company for the Building if the following conditions exist:
- a. **Medical Emergencies.** You must provide a medical certificate from a doctor or local board of health; or
 - b. **Life Support Equipment.** If You have life support equipment and a medical certificate.
8. Special protections may be available if You and/or those living with You are age eighteen (18) or younger or sixty-two (62) and older, blind, or disabled.
9. If You are age sixty-two (62) or older, You may be eligible for quarterly billing for Your electrical charges.
10. You can designate a third party as an additional contact to receive notices of past due balances for your electrical charges.
11. As a residential customer for electricity, You also have certain additional rights assured by HEFPA.
12. You agree that at all times the use of electricity in the Apartment shall never exceed the capacity of existing feeders to the Building or the risers, wiring or electrical installations serving the Apartment. You shall not make any alterations, modifications or additions to the electrical installations serving the Apartment.
13. Owner shall have the right to suspend electric service to the Apartment when necessary by reason of accident or for repairs, alterations, replacements or improvements necessary or desirable in Owner's judgment for as long as may be reasonably required by reason thereof and Owner shall not incur any liability for any damage or loss sustained by You or any other occupant of the Apartment as a result of such suspension. Owner shall not in any way be liable or responsible to You or any other occupant for any loss, damage, cost or expense that You or any occupant of the Apartment may incur if either the quantity or character of electric service is changed or is no longer available or suitable for Your requirements or if the supply or availability of Electricity is limited, reduced, interrupted, or suspended by the public utility company serving the Building or for any reason or circumstances beyond the control of Owner. Except as may be provided by applicable law, You shall not be entitled to any rent reduction because of a stoppage, modification, interruption, suspension, limitation, or reduction of electric service to the Apartment.
14. If Owner (or its agent) fails to deliver a bill to You for the use of electricity at the Apartment for any given month, then such failure shall not prejudice or impair Owner's right to subsequently deliver or cause its agent to deliver such a bill to You, nor shall any such failure relieve or excuse You from having to pay to such bill, except as may otherwise be provided by applicable law.
15. You may qualify for a rate reduction the equivalent of that which is provided by your utility to customers who are enrolled in its low-income program pursuant to its tariff (see P.S.C. No. 10 – Electricity, Thirtieth Revised Leaf No. 202). If you receive benefits under Supplemental Security me, Temporary Assistance to Needy Persons/Families, Safety Net Assistance, or Food Stamps, or have received a Home Energy Assistance Program grant in the preceding twelve (12) months, please alert a management representative by phone or in writing and he/she will work with you.

GO HPS LLC



12/11/2023
05:39 PM EST

Thomas Y. Chen (Tenant)

Date



Signed by Elizabeth Kragic
Fri Dec 15 2023 11:33:21 AM EST
Key: DAB89B66; IP Address: 173.3.103.145

(Gotham Real Estate Managers, LLC as agent for GO HPS
LLC)

Date

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ► Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.	
Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Thomas Y. Chen		
	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. 56-27 2nd Street #407	Requester's name and address (optional)	
	6 City, state, and ZIP code Long Island City, New York 11101		
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.																	
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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



12/11/2023

05:39 PM EST

Thomas Y. Chen (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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WINDOW GUARDS REQUIRED
LEASE NOTICE TO TENANT

THE CITY OF NEW YORK
DEPARTMENT OF HEALTH
AND MENTAL HYGIENE

You are required by law to have window guards in all windows if a child 10 years of age or younger lives in your apartment.

Your Landlord is required by law to install window guards in your apartment:

- If a child 10 years or younger lives in your apartment.
- OR If you ask him/her to install window guards at any time (you need not give a reason).

It is a violation of law to refuse, interfere with installation, or remove window guards where required.

CHECK WHICHEVER APPLY:

- ☐ CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT
- ☒ NO CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT
- ☐ I WANT WINDOW GUARDS EVEN THOUGH I HAVE NO CHILDREN 10 YEARS OF AGE OR YOUNGER

Apartment Address: 56-27 2nd Street #407, Long Island City, NY 11101

Thomas Y. Chen (*Tenant*)

12/11/2023
05:40 PM EST

Date

RETURN THIS FORM TO:
GO HPS LLC
56-27 2nd Street
Long Island City, NY 11101

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

DISCLOSURE OF SMOKING POLICY

Building/Property Address

56-27 2nd Street, Long Island City, NY 11101

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

Definitions

- 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.

Smoke-Free Air Act

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

Policy on Smoking

Smoking is not allowed in the locations checked below. 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 in take 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.

Complaint Procedure

Complaints about smoke drifting into a residential unit or common area should be made promptly to the Owner/Manager listed here **GO HPS LLC**. 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.

GO HPS LLC



12/11/2023
05:40 PM EST

Thomas Y. Chen (Tenant)

Date



Signed by Elizabeth Kragic
Fri Dec 15 2023 11:33:21 AM EST
Key: DAB89B66; IP Address: 173.3.103.145

(Gotham Real Estate Managers, LLC as agent for GO HPS LLC)

Date

LEASE/COMMENCEMENT OF OCCUPANCY NOTICE FOR INDOOR ALLERGEN HAZARDS

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

I, **GO HPS LLC**, 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.

GO HPS LLC

 **Signed by Elizabeth Kragic**
Fri Dec 15 2023 11:33:21 AM EST
Key: DAB89B66; IP Address: 173.3.103.145

(Gotham Real Estate Managers, LLC as agent for GO HPS LLC) *Date*

What Tenants Should Know About Indoor Allergens (Local Law 55 of 2018)

Allergens are things in the environment that make indoor air quality worse. They can cause asthma attacks or make asthma symptoms worse. Common indoor allergens, or triggers, include cockroaches and mice; mold and mildew; and chemicals with strong smells, like some cleaning products. Environmental and structural conditions, like leaks and cracks in walls often found in poorly maintained housing, lead to higher levels of allergens.

New York City law requires that landlords take steps to keep their tenants' homes free of pests and mold. This includes safely fixing the conditions that cause these problems. Tenants also play a role in preventing indoor allergens.

TENANTS SHOULD:

- | | |
|--|---|
|  Keep homes clean and dry |  Avoid using pesticides and chemicals with strong smells (e.g., cleaning products, air fresheners, etc.) |
|  Place food in sealed containers, keep counters and sinks clean, and get rid of clutter such as newspapers and paper bags |  Tell landlords right away if there are pests, water leaks, or holes or cracks in the walls and floors |
|  Use garbage cans with tight-fitting lids |  Let building staff into homes to make any needed repairs |
|  Take garbage and recycling out every day, and tie up garbage bags before putting them in compactor chutes |  Call 311 if landlords do not fix the problem or if repair work is being done unsafely |

If you are a tenant and you or your child has asthma, and there are pests or mold in your home, your doctor can request a free home environmental inspection for you through the New York City Health Department's Online Registry. Talk to your doctor or call **311 to learn more.**

For more information about building owner and landlord responsibilities and safely fixing indoor allergen hazards, see the reverse side of this fact sheet.

For more information about safely controlling asthma, visit nyc.gov/health/asthma.

What Landlords Must Do to Keep Homes Free of Pests and Mold

New York City law requires that landlords of buildings with three or more apartments — or buildings of any size where a tenant has asthma — take steps to keep their tenants’ homes free of pests and mold. This includes safely fixing the conditions that cause these problems.

LANDLORDS MUST:

- 

Inspect every apartment and the building’s common areas for cockroach and rodent infestations, mold and the conditions that lead to these hazards, at least once a year and more often if necessary. Landlords must also respond to tenant complaints or requests for an inspection.
- 

Use integrated pest management (IPM) practices to safely control pests and fix building-related issues that lead to pest problems.

 - Remove pest nests and thoroughly clean pest waste and other debris using a HEPA vacuum. Make sure to limit the spread of dust when cleaning.
 - Repair and seal any holes, gaps or cracks in walls, ceilings, floors, molding, base boards, around pipes and conduits, and around and within cabinets.
 - Attach door sweeps to all doors that lead to hallways, basements or outside.
 - Remove all water sources for pests by repairing drains, faucets and other plumbing materials that collect water or leak.
 - Use pesticides sparingly. If pesticides must be used to correct a violation, they must be applied by a New York State Department of Environmental Conservation–licensed pest professional.
- 

Remove indoor mold and safely fix the problems that cause mold.

 - Remove any standing water, and fix leaks or moisture conditions.
 - Move or cover furniture with plastic sheeting.
 - Limit the spread of dust. Use methods such as sealing off openings (e.g., doorways, ventilation ducts) and gently misting the moldy area with soap or detergent and water before cleaning.
 - Clean moldy area with soap or detergent and water. Dry the cleaned area completely.
 - Clean any visible dust from the work area with wet mops or HEPA vacuums.
 - Throw away all cleaning-related waste in heavy-duty plastic bags and seal securely.
 - To clean 10 or more square feet of mold in a building with 10 or more apartments, landlords **must** use a New York State Department of Labor–licensed mold assessor and remediator. These licensed workers must comply with New York City Administrative Code section 24-154 and New York State Labor Law Article 32.
- 

Make sure vacant apartments are thoroughly **cleaned and free of pests and mold** before a new tenant moves in.
- 

Provide a copy of this fact sheet and a notice with each tenant’s lease that clearly states the landlord’s and tenant’s responsibilities to keep the building free of indoor allergens.

For more information about building owner and landlord responsibilities and safely fixing indoor allergen hazards, visit nyc.gov/hpd and search for indoor allergen hazards.

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: Con Edison Number: (800) 914-9112

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.

GO HPS LLC



12/11/2023
05:41 PM EST

Thomas Y. Chen (Tenant)

Date



Signed by Elizabeth Kragic
Fri Dec 15 2023 11:33:21 AM EST
Key: DAB89B66; IP Address: 173.3.103.145

(Gotham Real Estate Managers, LLC as agent for GO HPS LLC)

Date

GO HPS LLC

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED DECEMBER 11, 2023 BETWEEN GO HPS LLC (LANDLORD) AND THOMAS Y. CHEN (TENANT) REGARDING APARTMENT 407 IN THE PREMISES LOCATED AT 56-27 2ND STREET, LONG ISLAND CITY, NY 11101. 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.

EXTERMINATING RIDER

I authorize all exterminating technicians contracted by GO HPS LLC to enter my apartment to perform pest control services in the event that I am 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 my apartment in the event that I am not home on the date of service.

ACKNOWLEDGED, UNDERSTOOD AND AGREED

GO HPS LLC



12/11/2023
05:41 PM EST

Thomas Y. Chen (Tenant)

Date



Signed by Elizabeth Kragic
Fri Dec 15 2023 11:33:21 AM EST
Key: DAB89B66; IP Address: 173.3.103.145

(Gotham Real Estate Managers, LLC as agent for GO HPS LLC)

Date

GO HPS LLC
SMOKE/CARBON MONOXIDE DETECTOR

RIDER ATTACHED TO AND FORMING PART OF THE LEASE DATED DECEMBER 11, 2023 BETWEEN GO HPS LLC ("OWNER") AND THOMAS Y. CHEN ("TENANT(S)"), FOR APARTMENT 407 IN THE BUILDING LOCATED AT 56-27 2ND STREET, LONG ISLAND CITY, NY 11101.

I, Thomas Y. Chen, as Tenant of the above referenced apartment, certify that I have inspected the apartment and the smoke/carbon monoxide detector(s) were present and in operable condition.

I understand that it is my responsibility as Tenant to maintain the smoke/carbon monoxide detector(s) after it/they is/are installed.

GO HPS LLC



12/11/2023
05:42 PM EST

Thomas Y. Chen (*Tenant*)

Date



Signed by Elizabeth Kragic
Fri Dec 15 2023 11:33:21 AM EST
Key: DAB89B66; IP Address: 173.3.103.145

(*Gotham Real Estate Managers, LLC as agent for GO HPS LLC*)

Date

GO HPS LLC
**WAIVER, RELEASE FORM AND RULES FOR USE OF
FITNESS CLUB & LOUNGE**

ALL RESIDENTS OF 56-27 2ND STREET, LONG ISLAND CITY, NY 11101 **MUST SIGN THIS WAIVER,**
WHETHER OR NOT YOU PLAN TO USE THE FITNESS CLUB & LOUNGE

I hereby request permission to use the Fitness Club & Lounge located at **56-27 2nd Street and 1-15 57th Avenue, Long Island City, NY 11101.** I understand that my presence in the Fitness Club & Lounge and my use of the equipment is at my own risk.

I understand that the use of the facilities in the Fitness Club & Lounge may involve great risk to persons with physical disabilities and certain medical conditions. I have no such physical disabilities and suffer from no medical conditions, which would put me at such risk by using the facilities at **56-27 2nd Street and 1-15 57th Avenue, Long Island City, NY 11101.** I also understand that use of the risk by using the facilities at **56-27 2nd Street and 1-15 57th Avenue, Long Island City, NY 11101.** I also understand that use of the Fitness Club & Lounge involves serious dangers and risks, including, without limitation, risks to my health and safety from strenuous exercise, use or misuse of the Fitness Club & Lounge, and from exercising in close proximity to other persons using the Fitness Club & Lounge. I understand that I assume full responsibility for these dangers and risks and acknowledge that the Owner has made no representation of any nature whatsoever concerning the safety, suitability, or appropriateness of the Fitness Club & Lounge for use by me, I acknowledge that the responsibility for determining the suitability of the Fitness Club & Lounge remains with me.

In consideration of making the Fitness Club & Lounge facilities available to me, I acknowledge and agree that the Owner, its managing agent, agents or employees, are not responsible for any damage, injury or other effect upon my health or physical condition which may occur as a result of my use of the Fitness Club & Lounge's equipment or my attendance at such facility, and shall not be liable in any way for any damages, or personal injuries sustained by me by reason of my attendance at the Fitness Club & Lounge or by my use of any equipment. I assume full responsibility for any injuries, which may occur to me or to my minor children at such Fitness Club & Lounge or by any reason of the use of equipment.

This waiver shall release Owner, its managing agent, agents or employees of any and all claims, demands, damages, causes of action, present or future, whether known or unknown, resulting out of my use of the Fitness Club & Lounge's or its equipment.

This waiver has been executed by me and may not be used by any other person for the purpose of using the Fitness Club & Lounge. I have reviewed the rules and regulations attached and agree to be bound to them and any additions or amendments hereafter provided to me.

I understand that the Owner may resolve any dispute concerning the use of the Fitness Club & Lounge, and the decision of the Owner shall be, in all respects, binding upon me.

I have read and understand the above Waiver, and I agree to abide by the House Rules governing **56-27 2nd Street**, including the Fitness Club & Lounge.

GO HPS LLC



12/11/2023
05:42 PM EST

Thomas Y. Chen (Tenant)

Date



Signed by Elizabeth Kragic
Fri Dec 15 2023 11:33:21 AM EST
Key: DAB89B66; IP Address: 173.3.103.145

(Gotham Real Estate Managers, LLC as agent for GO HPS
LLC)

Date

RULES AND REGULATIONS:

- Fitness Club & Lounge is open from **5:00 am to 12:00 am**
- Fitness Club & Lounge is only available to Tenants that pay the annual membership fee of **\$900.00** per person per year. The Club reserves the right to change Amenities/Club Membership Fee at any time, without notice, at its sole discretion.
- At the tenant's request, **GO HPS LLC** has agreed to an Amenities (Club) Membership Concession in the amount of **\$1,200.00** per month applied from **January 15, 2024** to **May 14, 2025**. Tenant(s) must reimburse said concession to Owner immediately if this Lease is terminated before its end date. The Amenities Membership Concession is also offered conditionally on the basis that the Tenant(s) pay all rent that becomes due during the term of the lease on time and if the Tenant(s) fails to do so, the Concession will be reversed immediately, and the Tenant(s) shall pay the Owner the amount of the Amenities Membership Concession within five (5) days of said default. Said default shall include but not be limited to the failure to pay rent timely, as per the lease, or in the event any payment is returned for insufficient funds or denied for any reason. In the event of any dispossession or other legal proceedings for non-payment of rent or breach of the Lease, the action will be taken based on (and Tenant(s) will be fully responsible for payment of) the Current Monthly Rent and Amenities Membership, in full, without the Amenities Membership Concession.
- This Concession will not be renewed and not intended as a permanent rent reduction or amenities membership reduction, nor is it intended as a preference to govern throughout Tenant's tenancy or amenities membership
- No food is permitted in the Fitness Club & Lounge, only beverages.
- ALL residents must sign a waiver BEFORE using the Fitness Club & Lounge.
- Guests, house guests, house sitters, personal trainers and employees of residents are NOT permitted to use the Fitness Club & Lounge.
- 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.
- Do not remove the equipment from the Fitness Club & Lounge for any reason. This includes hand weights. Please notify the Front Desk should you see anyone removing the equipment.
- No children under 16 are permitted in the Fitness Club & Lounge without adult supervision.
- Please do not supply the Fitness Club & Lounge with old or unwanted Fitness Club & Lounge equipment that is no longer wanted in your apartments.
- 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.

RESIDENTS WITH PERSONAL TRAINERS:

- Personal trainers must be escorted at ALL times and not be left alone between sessions.
- Personal trainers must sign in and out with the front desk. If they have consecutive sessions, they must let the front desk know when the next session begins and leave the building if the session is not immediately following the previous session.
- Trainer must not enter the Fitness Club & Lounge until the session time. It is the residents' responsibility to ensure that their trainers leave the Fitness Club & Lounge immediately after the session ends - no exceptions. They are not permitted to stay in the lobby or any other common areas between sessions.
- Personal trainers are to be announced by the front desk. If a resident is expecting a trainer and plans to be in the Fitness Club & Lounge prior to their arrival, the resident must notify the front desk that they will be waiting for the trainer in the Fitness Club & Lounge or be home to receive a call when they arrive so that that trainer will be permitted to enter the Fitness Club & Lounge.
- Personal trainers must sign a waiver of liability but are NOT permitted to use the equipment at any time or for any reason.
- Residents are 100% responsible for their personal trainers and to ensure that they understand and follow all of the rules.

GO HPS LLC
POLICY REGARDING RETURN OF SECURITY
UPON VACATING AN APARTMENT

When Tenant vacates an apartment the Security that is on deposit with the bank will be withdrawn. 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.

GO HPS LLC



12/11/2023
05:43 PM EST

Thomas Y. Chen (*Tenant*)

Date



Signed by Elizabeth Kragic
Fri Dec 15 2023 11:33:21 AM EST
Key: DAB89B66; IP Address: 173.3.103.145

(*Gotham Real Estate Managers, LLC as agent for GO HPS LLC*)

Date

GO HPS LLC
RECEIPT OF DOCUMENTS

I acknowledge having received each of the following documents:

- ☒ Welcome Letter
- ☒ Amenities Rider
- ☒ Access to Apartment
- ☒ Bedbug Infestation History Disclosure
- ☒ Construction Rider
- ☒ Crime Free Multi-Housing Addendum
- ☒ Electronic Delivery Rider
- ☒ Fire Safety Plan
- ☒ Flood History and Risk Rider - NY
- ☒ Hazardous Materials
- ☒ Mold Notification
- ☒ Move-In Procedures
- ☒ Notice of Right to Request Reasonable Modifications and Accommodations for Persons with Disabilities
- ☒ Pet Rider
- ☒ Playroom Waiver, Release Form and Rules
- ☒ Recycling Rider
- ☒ Residential Occupant Information
- ☒ Rider To Lease
- ☒ Smoke Free Lease Rider
- ☒ Sprinkler Disclosure Lease Rider
- ☒ Stove Knob Covers Rider
- ☒ Submetering Lease Rider
- ☒ W-8 / W-9
- ☒ Window Guards
- ☒ Disclosure of Smoking Policy - New York
- ☒ Notice for Indoor Allergen Hazards - New York
- ☒ Notice for Suspected Gas Leaks - New York
- ☒ Exterminating Rider
- ☒ Smoke/Carbon Monoxide Detector
- ☒ Fitness Room Waiver Release Form and Rules
- ☒ Return of Security Policy
- ☒ Receipt of Documents



12/11/2023
05:43 PM EST

Thomas Y. Chen (*Tenant*)

Date