

## RENT STABILIZED LEASE

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

Owner and Renter make this apartment lease agreement as follows:

|                                                                                       |                                      |                                         |                                          |                                  |
|---------------------------------------------------------------------------------------|--------------------------------------|-----------------------------------------|------------------------------------------|----------------------------------|
| Owner's Name<br><b>244 EAST 117 REALTY, LLC</b>                                       |                                      |                                         |                                          |                                  |
| Owner's Address for Notices:<br><b>108-18 Queens Blvd, Queens, NY 11375</b>           |                                      |                                         |                                          |                                  |
| Renter's Name:<br><b>Jayden McCalla</b>                                               |                                      | Driver's License # (if applicable):     | Social Security #:<br><b>046-98-****</b> |                                  |
| Renter's Present Address<br><b>171 E 102nd St, New york, NY 10029 - US</b>            |                                      |                                         |                                          |                                  |
| Renter's Name:<br><b>Nicholas Louie</b>                                               |                                      |                                         | Social Security #:<br><b>092-88-****</b> |                                  |
| Renter's Present Address<br><b>39-25 29th Street, Long Island City, NY 11101 - US</b> |                                      |                                         |                                          |                                  |
| Address of Premises to be Rented:<br><b>244 EAST 117TH STREET New York, NY 10035</b>  |                                      |                                         |                                          |                                  |
| Apt. No.:<br><b>3F</b>                                                                | Term of This Lease:<br><b>1 year</b> | Date of Lease:<br><b>March 30, 2024</b> | Beginning:<br><b>April 1, 2024</b>       | Ending:<br><b>March 31, 2025</b> |
| *Monthly Legal Regulated Rent / Monthly Rent Paid:<br><b>\$2,459.30 / \$2,459.30</b>  |                                      |                                         | Yearly Rent:<br><b>\$29,511.60</b>       |                                  |

\*If a temporary rent concession is being given, see attached rider.

1. **HEADINGS:** Paragraph headings are only for ready reference to the terms of this lease.
2. **CONDITION "AS IS":** Renter acknowledges inspecting the apartment prior to signing this lease and accepts the apartment in the condition it is in as of such inspection. Renter acknowledges that the apartment is free of defects. Owner warrants that the apartment and building are fit for habitation and there are no conditions dangerous to health, life or safety.
3. **USE AND OCCUPANCY OF APARTMENT:** The apartment is to be used and occupied for private residential purposes only, as the primary residence of Renter. The apartment may be occupied only by Renter named in this lease, Renter's immediate family, or other occupants in accordance with the applicable provisions of law. Renter agrees that the apartment will be occupied only by the following individuals, in addition to Renter:

| NAME | DATE OF BIRTH | RELATIONSHIP TO RENTER |
|------|---------------|------------------------|
|      |               |                        |
|      |               |                        |

Renter is obligated to advise Owner, in writing, if any additional occupant moves into the apartment. Such notice must be furnished by Renter to Owner within 10 days of the date such additional occupant moves into the apartment. The apartment may not be occupied by more than the number of occupants permitted by §272075 of the Housing Maintenance Code. The apartment may be occupied by one roommate.

4. **RENTER'S POSSESSION OF APARTMENT:** Owner shall not be liable for failure to give Renter possession of the apartment on the beginning day of the lease term. Rent shall be payable as of the beginning of the term unless Owner is unable to give possession, in which case rent shall be payable as of the date possession is available. Owner must give possession within 30 days of the beginning day of the lease term. If not, Renter may cancel this lease and obtain a refund of money deposited. Owner will notify Renter as of the date possession is available. The ending date of the lease term will not change in the event Owner is unable to give possession as of the beginning of the lease term.
5. **RENT, ADDED RENT, RENT ADJUSTMENTS:**
  - a. Rent payments for each month are due on or before the first day of each month at the address above or at a location designated by Owner in writing. Notice from Owner to Renter that rent is due is not required. The rent must be paid in full without deductions. The first month's rent and added rent must be paid when Renter signs this lease.
  - b. Renter may be required to pay other charges and fees to Owner under the terms of this lease. They are called "added rent." This added rent will be payable as rent, together with the next monthly rent due. If

Renter fails to pay the added rent on time, Owner shall have the same rights against Renter as if Renter failed to pay rent.

c. If this apartment is subject to the rent stabilization laws, the rent and any surcharges to be paid during the term of this lease may be adjusted, prospectively or retroactively, pursuant to an order or directive of the New York State Division of Housing and Community Renewal (DHCR). Renter agrees to be bound by such determination, and to pay any increase in rent in the manner specified by the agency. In the event the applicable rent guideline has not been fixed by the Rent Guidelines Board (RGB) by the date the lease is executed, the rent provided for in this lease may be increased or decreased retroactively to the commencement date of the lease consistent with orders issued by the RGB.

- 6. FAILURE TO PAY RENT ON DUE DATE:** Rent is due by the first day of each month. Payment after the 10th day of each month shall be considered a "late payment." Renter expressly agrees and understands that three (3) or more late payments in any twelve month period shall be deemed to be a failure to comply with a substantial obligation of this lease and be grounds for the termination of this lease and eviction of Renter by Owner.
- 7. FEE FOR LATE PAYMENT:** Due to administrative inconvenience and costs incurred due to late payment of rent, Renter agrees to pay the sum of \$50.00 per month in any month in which the rent is tendered after the late payment date, as added rent. Although Owner is charging a late charge, Owner may commence any action or proceeding with regard to Renter's failure to pay timely rent. This paragraph is not a waiver of Owner's right to collect or demand rent.
- 8. DISHONORED CHECK FEE:** If Renter pays rent by check and such check is dishonored for any reason by the bank on which the check is drawn, Renter will be responsible to pay Owner a dishonored check fee of \$40.00 in addition to the fee for late payment. This fee is added rent.
- 9. SECURITY:** Renter has given a security deposit to Owner at the time of Renter's signing of this lease in the sum of \$2,459.30 which is equal to 1 Month's Rent. If required by law, the account will bear interest at the banking institution's prevailing rate. If Renter carries out all of Renter's obligations under the terms of this lease, an annual payment of accrued interest will be made by the banking institution to the Renter, less 1% interest of the security on deposit, to be tendered by the banking institution to Owner. Owner may use or apply all or any part of the deposit as may be required to pay for damage to the apartment during the term of this lease. If Renter carries out all of Renter's obligations under this lease, and if the apartment is returned to Owner at the expiration of the lease term in the same condition as when rented by Renter, ordinary wear and tear excepted, Renter's security deposit will be returned in full to Renter, with accrued interest thereon, within 14 days of Renter vacating. If this lease is renewed, and the amount of security deposit Owner is permitted to retain is increased above the amount deposited upon the commencement of this lease term, then Renter shall, upon such lease renewal, pay to the order of Owner such additional sum. If Owner sells or leases the building, Owner may remit the security deposit, as provided by law, to Renter or to the new Owner or lessee, at Owner's election. If Owner remits the security deposit to the new Owner or lessee, Renter agrees to seek the return of the security deposit from the new Owner or lessee, and releases Owner from any claim to the security deposit. Renter shall not use the security on deposit to pay the last month's rent of the lease term. Owner may use security deposit in full or in part if necessary to pay for unpaid rent, damage or loss due to rerenting over the course of this lease.
- 10. SUBLETTING/ASSIGNMENT:** Renter shall not assign the apartment in whole or in part. Renter shall not sublet the apartment in whole or in part without the written consent of Owner, nor permit anyone not specifically indicated in this lease to occupy the apartment subject to the provisions of the Rent Stabilization Law and Real Property Law §235f and §226b. A sublet without consent, or any assignment shall constitute a default of this lease.
- 11. SERVICES:** Owner will provide services which are required by law. The following services and utilities are the responsibility of Renter unless otherwise indicated below:
- |              |                      |              |                      |
|--------------|----------------------|--------------|----------------------|
| Electricity: | _____                | Cable TV:    | _____                |
| Gas:         | _____                | Hot Water:   | <u>Paid by Owner</u> |
| Telephone:   | _____                | Cooking Gas: | _____                |
| Heat:        | <u>Paid by Owner</u> | Other:       | _____                |
- 12. OWNER'S INABILITY TO PROVIDE SERVICE:** If Owner is unable to provide certain services as a result of circumstances which are not the fault of Owner, Renter's obligations under this lease, including the obligation to pay rent without abatement, shall remain in effect.
- 13. REPAIRS:** Renter is responsible for the proper maintenance of the apartment. Renter must, at its sole cost and expense, repair or replace anything in the apartment requiring repair replacement as a result of Renter's actions or neglect. If Renter fails to effectuate such repair or replacement Owner may do so at the Renter's expense. The cost of such repair or replacement shall be added rent. Renter will reimburse Owner all costs incurred by Owner to remedy damages to the apartment or the building caused by Renter, members of Renter's family, Renter's guests or Renter's household staff. Such sums shall be added rent.
- 14. ACCESS:** Owner shall be permitted to enter the apartment at all reasonable hours for the purposes of making repairs, showing the apartment to prospective renters, mortgagees, or buyers, making improvements to the building at Owner's

sole discretion and for the inspection of the apartment. In the event of an emergency which affects the safety of the renters in the building or which may cause damage to the building, Owner may enter the premises without prior notice to Renter. Failure to provide access is a substantial violation of this lease.

- 15. LIABILITY OF RENTER:** Renter shall pay all sums incurred by Owner, in the event Owner is held liable for damages resulting from any act by Renter. Landlord recommends that tenant secure insurance to protect himself and his property.
- 16. FIRE AND CASUALTY DAMAGE:** Renter is required to advise Owner immediately in the event of fire or other casualty which renders the apartment partially or wholly unfit for occupancy. Owner shall repair the premises as soon as possible subject to any delays due to adjustment of insurance claims or any cause not under Owner's control. If part of the premises is usable, Renter must pay rent for the usable part. If the premises are damaged where Owner feels that the apartment is beyond repair, the term of this lease shall end and Renter must vacate the apartment. If the fire or casualty was caused by Renter's actions the costs of the repairs shall be repaid to Owner by Renter as added rent.
- 17. DEFAULT:** 1) You default under the Lease if You act in any of the following ways: a) You fail to carry out any agreement or provision of this Lease b) You or another occupant of the Apartment behaves in an objectionable manner; c) You do not take possession or move into the Apartment 15 days after the beginning of this Lease; d) You and other legal occupants of the Apartment move out permanently before this Lease ends; If You do default in any one of these ways, other than a default in the agreement to pay rent, Owner may serve You with a written notice to stop or correct the specified default within 10 days. You must then either stop or correct the default within 10 days, or, if You need more than 10 days, You must begin to correct the default within 10 days and continue to do all that is necessary to correct the default as soon as possible. 2) If You do not stop or begin to correct a default within 10 days, Owner may give You a second written notice that this Lease will end seven days after the date of the second written notice is sent to You. At the end of the 7 day period, this Lease will end. You then must move out of the Apartment. Even though this Lease ends, You will remain liable to Owner for unpaid rent up to the end of this Lease, the value of your occupancy, if any, after the Lease ends, and damages caused to Owner after that time as stated in Article 17. 3) If You do not pay your rent when this Lease requires after a personal demand for rent has been made, or within three days after a statutory written demand for rent has been made, or if the Lease ends, Owner may do the following: a) enter the apartment and retake possession of it if You have moved out; or b) go to court and ask that You and all other occupants in the Apartment be compelled to move out. Once this Lease has been ended, whether because of default or otherwise, You give up any right You might otherwise have to reinstate or renew the Lease.
- 18. EARLY TERMINATION OF LEASE:** If this lease is canceled as set forth in paragraph "17," Renter must pay "use and occupancy" (in an amount equivalent to monthly rent) until Renter vacates the apartment. If Renter vacates the apartment prior to the expiration of the lease term, Renter shall be liable for "use and occupancy" until the expiration of the lease term or until such time as the apartment is rented, whichever is sooner. After Renter vacates, Owner may rent the apartment for the remainder of the lease term, or for a period shorter than or greater than the term of this lease at a monthly rental which may be more or less than the monthly rental specified on page one of this lease. If the apartment is rented for less than the monthly rental specified above, Renter shall be liable for the difference between Renter's monthly rent and the new rental amount, until such time as the balance of the term of this lease expires. In addition, Renter shall be liable for all expenses incurred in connection with the retenanting of the apartment, including but not limited to broker's fees, advertising costs and cleaning expenses.
- 19. LEGAL FEES (Owner's Option):**  
☐ In the event either Owner or Renter incurs legal fees and/or court costs in the enforcement of any of Owner's or Renter's rights under this lease or pursuant to law, neither party shall be entitled to the repayment of such legal fees and/or court costs.
- If the above box is not checked, Renter shall be liable to Owner in the event Owner incurs legal fees in the enforcement of any of Owner's rights under this lease or pursuant to law. Renter shall be liable to Owner for such legal fees and/or court costs as added rent.
- 20. NO JURY TRIAL:** In any legal proceeding arising under the terms of this lease, whether instituted by Owner or Renter, the parties agree to give up the right to a trial by a jury. **The right to a trial by jury is an important right of Renter, and Renter is agreeing not to demand a trial by jury.** The foregoing is not intended to prohibit a demand for a trial by jury in actions for personal injury or damage to property.
- 21. NO COUNTERCLAIMS:** In any action by Owner seeking recovery of the apartment, Renter shall not make a counterclaim against Owner relating to any matter other than a claim that Owner has not properly maintained the condition of the building or apartment. Renter shall be required to bring an independent action on any other counterclaim.
- 22. REENTRY:** If Renter is dispossessed by legal action Owner may enter the apartment without being liable for reentry, and may rent the apartment. Renter will be liable to Owner for any and all expenses related to the entering, repairing, redecorating and retenanting. Renter waives the right to reenter the apartment after a final order or judgment in any action is

signed or after Renter is removed from the leased apartment.

- 23. ABANDONMENT:** The removal of all or a substantial part of Renter's furniture from the apartment or any other indications that the apartment has been vacated shall be deemed an abandonment by Renter and Owner may then reenter and take possession of the apartment, repair and redecorate it for the purpose of rerenting, whether or not Renter has surrendered the keys. Such taking by Owner shall not be deemed to relieve Renter from liability to pay the rent. Renter releases Owner from any and all claims for damages by reason of such reentry.
- 24. WINDOW CLEANING:** Renter shall not allow any windows to be cleaned from the outside unless such service is provided by Owner.
- 25. COMMON AREAS:** Renter shall not place baby carriages, bicycles or any other property in or on fire escapes, sidewalks, entrances, driveways, elevators, stairways, halls or any other public areas. 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.
- 26. GARBAGE AND REFUSE:**
- a.) Residents duties:** Resident 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 collections sorting, separation and recycling of waste products, garbage, refuse and trash. Resident shall sort and separate such items into categories as provided by law, and in accordance with the rules and regulations adopted by Owner for the sorting and separating of such designated recycling material.
  - b.) Owners rights if resident fails to comply:** Owner reserves the right, where permitted by law, to refuse to collect or accept from Resident any waste products, garbage, refuse or trash which is not separated and sorted as required by law, and to require Resident to arrange for such collection, at Resident's sole cost and expense, using contractor satisfactory to Owner.
  - c.) Fines and penalties, indemnification of Owner:** Resident shall pay all costs, expenses, fines, penalties or damages imposed on Owner or Resident by reason of Residents' failure to comply with Paragraphs a and c above, and shall indemnify, defend, and hold Owner harmless from and against any actions, claims, and suits arising from such noncompliance, using counsel reasonably satisfactory to owner, if Owner so elects. Residents' noncompliance with Paragraphs a, b or c shall constitute a violation of a substantial obligation of the tenancy and Owners' rules and regulations. Resident shall be liable to owner for any costs or expenses, including attorneys' fees, of any actions or proceeding by Owner against Resident, based upon Residents' breach of Paragraphs a, b or c.
- 27. KEYS:** Tenant shall furnish a copy of all apartment keys to Owner for entrance in the event of emergency conditions. Tenant may not change apartment unit locks without Landlord's permission. If the Tenant wishes to change or add additional lock(s) to the apartment door, Tenant must obtain permission from Management, and provide Management with a duplicate key. Such new lock(s) shall become affixed to and shall form a part of the building and may not be removed when the Tenant vacates the apartment. At the end of this Lease, Tenants must return to Owner all keys either furnished or otherwise obtained. In no event may padlocks or clasps be installed on any door.
- 28. NO PETS:** Renter acknowledges that he shall not have any dog, cat or other animal on the premises unless permitted in writing by Owner. In no event shall any dog, cat or other animal be permitted in any elevator or in any public portion of the building unless carried or on a leash. Failure to comply with this provision shall be grounds for termination of the tenancy and lease.
- 29. SMOKE ALARMS AND CARBON MONOXIDE DETECTORS:** Renter acknowledges that the apartment being rented has smoke alarm(s) and carbon monoxide detector(s) in proper working order.
- 30. WINDOW GUARDS:** Renter hereby agrees to notify Owner if any child who is ten years of age or under occupies this apartment so that Owner may install window guards in each window of the apartment in accordance with law, which shall be at tenant's expense. Renter shall not install any gate or guard on any window without written permission of the Owner or remove any window guard installed by Owner. Renter shall be liable to Owner for any violations issued to Owner as a result of Renter's failure to permit Owner to install window guards.
- 31. PEELING PAINT:** Renter hereby agrees to notify Owner of any paint within the apartment that is peeling, cracking, flaking, blistering or loose in any manner so that Owner may repair such conditions.
- 32. END OF TERM MOVING OUT:** At the end of this lease term, Renter shall leave the apartment clean and in good order, reasonable wear and tear excepted. Renter shall remove all of Renter's personal possessions from the apartment after Renter has vacated. If any property remains in the apartment at the expiration of the term, it will be deemed by Owner to be abandoned property which Owner may discard or sell. Renter agrees to pay any expenses incurred by Owner as a result of Owner's disposition of said property.
- 33. FACILITIES:** Storeroom, roof access, laundry facilities in the building or television master antenna may be provided by

Owner at the option of Owner. Owner may discontinue the facilities at any time and shall not be liable for any damage, injury or loss from the use or discontinuance of these facilities.

- 34. NOTICES:** All notices, which include bills and/or other statements with respect to this lease, must be in writing. Notices to Renter shall be sent to Renter at the apartment by regular mail except that any notice alleging failure to comply with any terms of this lease shall be sent by certified mail. Notices to the Owner shall be sent to Owner by certified mail to the address on this lease, or to such other address as Owner shall advise Renter in writing. Notices will be considered delivered on the date mailed.
- 35. ALTERATIONS:** At least 80% of the floor area of each room, except for kitchens and bathrooms, shall be covered with rugs or carpeting. Renter may not paste or nail any carpet, tile or linoleum to the floors. Renter shall not apply wallpaper or other wall covering to the walls or ceilings. When Renter vacates the apartment, it shall be left painted in the same color as when rented. Renter shall not install a waterbed, washing machine, dryer, dishwasher, air conditioner, refrigerator, sink, kitchen cabinets, stove, other mechanical equipment or an external antenna in an apartment without the written consent of Owner. If Renter is permitted and does install a window air conditioner, Owner is entitled to receive a rent increase in accordance with law. The rent increase is payable to Owner as added rent beginning on the first day of the month following installation.
- 36. DEPOSIT OF RENT:** If Owner commences legal proceedings against Renter, Renter may be required to deposit rent into court. Failure to deposit such rent may result in the entry of a final judgment against Renter.
- 37. BATHROOM AND PLUMBING FIXTURES:** The bathrooms, toilets, 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.
- 38. ELEVATORS:** All nonautomatic passenger and service elevators shall be operated only by employees of Owner and must not in any event be interfered with by Renter. The service elevators, if any, shall be used by messengers and trades people for entering and leaving and the passenger elevators, if any, shall not be used by them for any purpose.
- 38. LAUNDRY:** Laundry machines if any, provided by Owner, shall be used by Renter in the manner and at the times that Owner may designate. Renter shall not dry or air clothes on the roof or on the terrace or balcony, if any. Renter may use laundry machines, if any, at their own risk.
- 39. FLOORS:** Apartment floors shall be covered with rugs or carpeting to the extent of at least 80% of the floor area of each room excepting only kitchens, pantries, bathrooms and hallways. The tacking strip for wall-to-wall carpeting will be glued, not nailed to the floor.
- 40. OBJECTIONABLE CONDUCT:** Renter, their families, guests, employees, or visitors shall not engage in any conduct which makes the apartment or building less fit to live in for Renter or other occupants. Renter 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, comfort or convenience of other renters. Renter shall not play a musical instrument or operate or allow to be operated audio or video equipment so as to disturb or annoy any other occupant of the building.
- 41. NO PROJECTIONS:** Renter may not install or cause to be installed anything on the roof or outside wall of the building or any balcony, terrace, or window.
- 42. MOVING:** Renter can use the elevator or service elevator, if any, to move furniture and possessions only on designated days and at designated hours. Owner shall not be liable for any costs, expenses or damages incurred by Renter in moving because of delays caused by unavailability of the elevator. Renter shall be liable for any damage caused to the building or the apartment during such move.
- 43. WAIVER OF FOREIGN SOVEREIGN AND DIPLOMATIC IMMUNITY:** Renter represents that he is not subject to foreign sovereign or diplomatic immunity. Renter expressly waives the doctrine of foreign sovereign immunity and diplomatic immunity and consents to the jurisdiction of the Housing Court and all other courts. Renter expressly represents that in the event a judgment is obtained against him, Owner may enforce the judgment against any property or assets of Renter, wherever they are located.
- 44. MILITARY STATUS:** Renter represents that he is not in the United States military, and is not dependent upon a member of the United States military. Renter must notify Owner within ten days of enlistment in the military.
- 45. PARTIES BOUND:** This lease agreement is binding on Owner and Renter, and on all those who claim a right, or have a right, to succeed to the legal interest of Owner and Renter.
- 46. FORMS:** Renter agrees to complete any and all forms that may be requested by Owner from time to time.
- 47. SUBORDINATION:** The rights of Renter, including all rights granted under the terms of this lease are, and shall be, subject to and subordinate to the terms of any mortgage on the building or the land under the building which now exists, or

which may hereafter exist. The foregoing shall include but not be limited to any modification, consolidation or extension agreement of any existing mortgage on the land or building.

- 48. SINGULAR/PLURAL and JOINT/SEVERAL:** The use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires. If more than one entity is renting the apartment, their obligations shall be joint and several.
- 49. CONDEMNATION/EMINENT DOMAIN:** If the building, or any part of the building, is taken or condemned by a public authority or government agency, this lease will end on the date of such taking. In such event, Renter will have no claim for damages against Owner based upon such taking, and Renter will be required to surrender the apartment to Owner upon 30 days written notice from Owner to Renter of such government taking.
- 50. CONSTRUCTION/CONVENIENCE:** Neighboring buildings may be the subject of construction, renovation or demolition. Owner will not be liable to Renter, nor shall Renter seek to hold Owner liable for interference with views, light, air flow, or ventilation, the covenant of quiet enjoyment, or breach of the warranty of habitability whether such interference is temporary or permanent, if such interference results from activities conducted on adjoining Owners' properties.
- 51. NO WAIVER:** The failure of Owner to insist at any time upon strict performance of any clause in this lease shall not be construed as a waiver of Owner's rights. No waiver by Owner of any provision of this lease can be made unless made in writing by Owner. Acceptance of rent by Owner with knowledge of the breach of any condition or term of this lease is not a waiver of the breach.
- 52. CREDIT REPORTS:** Renter authorizes Owner to use the Social Security number of Renter to obtain any and all credit reports for the purpose of the initial lease or any renewal thereof now and no more than five years after the expiration of this lease or any renewal thereof, and fully understands that these reports will be used by owner in connection with Renter's occupancy of the apartment.
- 53. GUARANTOR:** If Renter has a Guarantor sign the initial lease, Renter agrees to have a Guarantor sign all renewal leases. The guarantee is a material term and condition of the lease. The failure to continue the guarantee negates Owner's obligation to enter into a renewal lease.
- 54. END OF LEASE:** Tenant shall notify the Landlord in writing no later than forty-five (45) days prior to the last day of this Lease of their intent to either (i) surrender the Apartment as of the last date of this Lease or (ii) renew this Lease. The Tenant understands that this is a material term of this Lease and in the event that the Tenant does not provide the foregoing notice then the same shall be deemed a default under the Lease which is not subject to notice, grace or cure and, accordingly, the Landlord shall be entitled to retain the security deposit as Landlord's remedy for Tenant's breach under this provision.
- 55. ELECTRIC HEATING:** The landlord will maintain the internal temperature of the apartment as required by law. In some apartments, the Landlord has installed electric baseboard heating systems as an additional heating option should the tenant prefer temperatures above what is required by law. If baseboard heaters have been installed in the apartment, Tenant acknowledges they have been installed as a convenience to the Tenant, and usage is strictly at Tenant's discretion. If the tenant chooses to operate the electric baseboard heaters, usage will result in increased electricity charges. The exact cost resulting from usage thereof will be based on rates charged by Consolidated Edison Company of New York ("ConEd"), its successor, or another utility company providing electricity to the building. Tenant acknowledges his/her sole responsibility for any electric related expenses, including but not limited to the additional electric cost resulting from usage of the baseboard heaters.
- 56. ILLEGAL SUBLET/AIRBNB:** Any sublet or assignment of less than 30 days is prohibited and a material, non-curable violation of this lease. Any use of Airbnb.com or any other short-term illegal sublet website for the purpose of advertising this apartment for short term stay is strictly prohibited. Any illegal sublet is strictly prohibited by this lease. Landlord shall be entitled to retain the security deposit as Landlord's remedy for Tenant's breach under this provision.
- 57. CONTACT INFORMATION:** Tenant shall update Landlord with a current personal telephone number and email address in the event that contact information changes during the term of the lease.
- 58. THIRD PARTY GUARANTOR:** If applicable, the tenant renews or extends their Lease with the Landlord, and they do not execute a new Agreement with a third party guarantor with the respect to such renewal or extension term, a security deposit equal to the third party guarantor coverage amount must be paid to the Landlord at least 10 days prior to the first day of such renewal/extension term as a condition precedent to the effectiveness of such renewal (unless waived by Landlord in Landlord's sole and absolute discretion). If the Tenant fails to deliver such security deposit to the Landlord at least 10 days prior to the first day of such renewal/extension term, then, at the option of Landlord, Tenant will be deemed to have not renewed the Lease and if Tenant fails to vacate before the lease expiration date (without taking into account such renewal) then the Tenant shall be in default of the Lease and shall be deemed a holdover tenant. Third party guarantor may refer to companies such as Rhino, The Guarantors or Insurent.

**59. ENTIRE AGREEMENT:** Owner and Renter have read this lease and agree that it contains the entire understanding of the parties regarding the rental of the subject apartment. The lease can only be changed in writing. The writing must be signed by both Owner and Renter.

**If any part of this lease is determined to be unlawful, the remaining provisions of the lease will remain valid and in full force and effect.**

**244 EAST 117 REALTY, LLC**

|                                  |                     |
|----------------------------------|---------------------|
| _____                            | _____               |
| Jayden McCalla ( <i>Tenant</i> ) | ( <i>Landlord</i> ) |
| <i>Date</i>                      | <i>Date</i>         |

|                                  |
|----------------------------------|
| _____                            |
| Nicholas Louie ( <i>Tenant</i> ) |
| <i>Date</i>                      |