

ELECTRONIC SIGNATURE (E-SIGNATURE) DISCLOSURE

TERMS:

I hereby assert that I am authorized to Electronically Sign any and all leasing documents including, but not limited to, Lease Application, Community Welcome Letter, Community Lease, Community Forms/Addendums (if applicable). In addition, I certify that the electronic signature that I provide on any of the aforementioned forms, is my own identity, and no identity other than my own. In the event that I have electronically signed any aforementioned form as an identity other than my own, any and all forms will be considered void. ***I understand that if I intentionally provide an electronic signature as an identity other than my own, I am committing fraud.***

I understand that by initialing this eSignature Disclosure & Agreement, I will be Electronically Signing these documents.

By consenting to receive this agreement electronically, you agree to provide us with the correct information (such as current email address) necessary to communicate with you electronically. This information will also be used to verify your identity. ***I understand that if I intentionally provide incorrect information, so that I am able to sign as an identity other than my own, I am committing fraud.***

Electronic Signature (e-Signature): You agree your electronic signature is the legal equivalent of your manual signature on this Agreement. You consent and agree that your use of keypad, mouse, or other device to select an item, button, icon or similar act/action while using any electronic service we offer; or in accessing or making any transactions regarding any document, agreement, acknowledgement, consent, term, disclosure, or condition constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to validate your eSignature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your eSignature or resulting contract between you and **RXR 2413 Third Owner LLC**, its successors and predecessors, assignees, parents, subsidiaries, affiliates, divisions, departments, related entities, employees, directors, officers, agents, representatives, direct or indirect ownership entities of their owned or managed properties and related companies. You also represent that you are authorized to enter into this Agreement.

You understand and agree that your eSignature executed in conjunction with the electronic submission of your application will be legally binding and such transaction will be considered authorized by you. You agree to verify your identity before providing an electronic signature. ***You understand that providing any electronic signature as any identity but your own will void any form which is mentioned herein, as well as any form electronically signed.***

Your Consent is **"required"**: By initialing below, you are agreeing to receive documents as described by the above "Terms" electronically.

"The parties agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of legal effect, validity, enforceability, and admissibility. The parties agree that the identity indicated by the electronic signature is the identity of the person providing this signature."

Resident Acknowledgement:

RESIDENT INITIALS:

Initial:  

April 17, 2024

Dear Emily Huang:

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

Apartment: **2413 Third Avenue #1001, Bronx, NY 10451**
Rent: **\$3,545.00**
Term: **1 year and 2 months**
Lease Dates: **May 1, 2024 to June 30, 2025**
Concession: One-Time Rental Concession of **\$3,545.00** to be given during **second month.**
Concession: One-Time Rental Concession of **\$3,545.00** to be given during **third month.**
Source: Apartments.com

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

- | | |
|---|---|
| 1) Notice Disclosing Rights to Reasonable Accommodations - New York | 2) 421-A Rider To Lease Agreement |
| 3) Additional Clauses Rider | 4) Additional Lease Rider |
| 5) Amenities Agreement | 6) Amenities Concession Rider |
| 7) Bedbug Infestation History Disclosure | 8) ConEd Notice |
| 9) Construction Rider | 10) Emergency Preparedness Guide Building Information |
| 11) Flood History and Risk Rider - NY | 12) Free Rent Rider |
| 13) Gas Leak Notice | 14) Guaranty Rider |
| 15) HEFPA Notice | 16) Indoor Allergen Hazard Notice |
| 17) Indoor Allergen Tenant Pamphlet | 18) NYC Window Guard |
| 19) Occupancy Rider | 20) Pet Permissions Rider |
| 21) Recycling Notice | 22) Renters Insurance Penalty Rider |
| 23) Smart Lock Addendum | 24) Smoke Free Rider |
| 25) Smoking Policy - Not in Units | 26) Sprinkler Disclosure Lease Rider |
| 27) Storage License | 28) Stove Knob Covers |
| 29) Submetering Rider | 30) W-8 / W-9 |
| 31) Washer/Dryer Rider | 32) Welcome Letter |
| 33) Standard Form of Apartment Lease | 34) Receipt of Documents |
| 35) Bedbug Pamphlet | |
- 36) Payment in the form of certified check or bank check for the following: **\$3,545.00** representing the first month's rent payable to **RXR 2413 Third Owner LLC** and a separate check for **\$1,000.00** representing the security deposit payable to **RXR 2413 Third Owner LLC**.

Sincerely,

Maven

STANDARD FORM OF APARTMENT LEASE

FOR APARTMENTS NOT SUBJECT TO RENT STABILIZATION LAW

PREAMBLE: This lease contains the agreements between Tenant and Owner concerning the rights and obligations of each party. Tenant and Owner have other rights and obligations which are set forth in government laws and regulations.

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.

THIS LEASE is made on **April 17, 2024**
between Owner, **RXR 2413 Third Owner LLC**
whose address is **777 Third Avenue, 6th floor New York, NY 10017**
and You, the Tenant, **Emily Huang**
whose address is **11656 Solaire Way, Chino, CA 91710**.

- 1. APARTMENT AND USE** Owner agrees to lease to You Apartment **1001** (the "Apartment") in the building at **2413 Third Avenue, Bronx, NY 10451** (the "Building"), Borough of Bronx, City and State of New York. Tenant shall use the Apartment for living purposes only and for no other purpose (such restricted purposes include, but are not limited to, any commercial activity or illegal or dangerous activity).

The Apartment may only be occupied by Tenant and the following Permitted Occupants (and occupants as permitted in accordance with Real Property Law §235-f).

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.

- 2. LENGTH OF LEASE** The "Lease Commencement Date" is **May 1, 2024**. Except as may be provided for otherwise in this Lease, the term (that means the length) of this Lease will begin on the Lease Commencement Date and will end on **June 30, 2025** (the "Term").

3. RENT

- A.** "Rent" is defined as the base rent due under this Lease. Tenant's monthly Rent for the Apartment is **\$3,545.00** per month. Tenant must pay Owner the Rent, in equal monthly installments, on the first day of each month either to Owner at the above address or at another place that Owner may inform Tenant of by written notice.
- B.** When Tenant signs this Lease, Tenant must pay by bank or cashier's check (or by electronic fund transfer, if instructed by Owner as described below), the following:
- (1) one (1) months' Rent (i.e., **\$3,545.00**);
 - (2) the Security Deposit (in the amount stated in Article 4)
- C.** If the Lease Commencement Date shall not occur on the first day of a calendar month, the Rent for such calendar month shall be prorated on a per diem basis. If the Lease begins after the first day of the month, Tenant must pay when it signs this Lease one (1) full months' Rent and for the next full calendar month Tenant shall pay a prorated Rent based on the number of days the Lease began after the first day of the month (for example, if the beginning date of this Lease is the 16 th day of the month, Tenant would pay for fifteen (15) out of thirty (30) days, or one-half (1/2), of a full months' Rent for the second calendar month). In any event, if the Lease Commencement Date shall not occur on the first day of a calendar month, the Term shall also include the remainder of the month in which the Lease Commencement Date occurred.
- D.** Within five (5) business days after the request of Owner, at Owner's option, Tenant shall return a document supplied by Owner in the form attached hereto as Exhibit A (a "Memorandum Confirming Term") confirming the Lease Commencement Date, the Rent Commencement Date (if different than the Lease Commencement Date) the Lease expiration date and any other material terms of this Lease, certifying that Tenant has accepted delivery of the Apartment and that the condition of the Apartment complies with Owner's obligations hereunder. Tenant's failure to deliver the Memorandum Confirming Term shall be considered a material default under this Lease, however, Tenant's failure to deliver the Memorandum Confirming Term shall not affect the Lease Commencement Date or the validity of this Lease or alter the terms and provisions contained in the Memorandum Confirming Term if so, delivered to Tenant by Owner.
- E.** Tenant may be required to pay other charges to Owner under the terms of this Lease, such additional charges shall be referred to as "Additional Rent". Any Additional Rent must be paid by Tenant to Owner upon the earlier of (i) the first day of the month immediately following the month said Additional Rent is billed to Tenant or (ii) fifteen (15) days from the date Tenant is billed for the Additional Rent. Said Rent and Additional Rent must be paid in full in accordance with the foregoing, without deduction or offset and without the need for demand or notice from Owner. Except as may be provided for otherwise in this Article 3, all Rent and Additional Rent shall be payable to Owner by