

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:  

March 22, 2024

Dear Yana Miroshnychenko and Ihor Miroshnychenko:

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 #2007, Bronx, NY 10451**
Rent: **\$4,570.00**
Term: **1 year, 2 months and 3 days**
Lease Dates: **March 29, 2024 to May 31, 2025**
Concession: One-Time Rental Concession of **\$6,325.00** to be given during **second month.**
Concession: One-Time Rental Concession of **\$4,750.00** to be given during **third month.**
Concession: One-Time Rental Concession of **\$4,750.00** to be given during **thirteenth 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 Concession Rider

6) Bedbug Infestation History Disclosure
- 7) ConEd Notice

8) Construction Rider
- 9) Emergency Preparedness Guide Building Information

10) Flood History and Risk Rider - NY
- 11) Free Rent Rider

12) Gas Leak Notice
- 13) HEFPA Notice

14) Indoor Allergen Hazard Notice
- 15) Indoor Allergen Tenant Pamphlet

16) NYC Window Guard
- 17) Occupancy Rider

18) Pet Permissions Rider
- 19) Recycling Notice

20) Renters Insurance Penalty Rider
- 21) Security Deposit Rider

22) Smart Lock Addendum
- 23) Smoke Free Rider

24) Smoking Policy - Not in Units
- 25) Sprinkler Disclosure Lease Rider

26) Storage License
- 27) Stove Knob Covers

28) Submetering Rider
- 29) W-8 / W-9

30) Washer/Dryer Rider
- 31) Welcome Letter

32) Standard Form of Apartment Lease
- 33) Receipt of Documents

34) Bedbug Pamphlet
- 35) Payment in the form of certified check or bank check for the following: **\$4,570.00** representing the first month's rent payable to **RXR 2413 Third Owner LLC** and a separate check for **\$0.00** representing the security deposit payable to **RXR 2413 Third Owner LLC. \$125.00** representing the first month of storage rent

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 **March 22, 2024**
between Owner, **RXR 2413 Third Owner LLC**
whose address is **777 Third Avenue, 6th floor New York, NY 10017**
and You, the Tenant, **Yana Miroshnychenko and Ihor Miroshnychenko**
whose address is **1606 Lexington Ave Apt 3, New York , NY 10029 ; 1606 Lexington Ave Apt 3, New York , NY 10029 ;**
respectively.

1. APARTMENT AND USE Owner agrees to lease to You Apartment **2007** (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 **March 29, 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 **May 31, 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 **\$4,570.00** 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., **\$4,570.00**);
- (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 _____ or such other form of payment as required by Owner only. If by direct deposit, Owner shall provide Tenant the necessary wiring instructions

F. Tenant shall be entitled to a five (5) day grace period for the payment of any sum of Rent and 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. There shall be a **seventy-five dollars (\$75.00)** 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. Rent is due and payable as of the Lease Commencement Date.

4. SECURITY DEPOSIT Tenant is required to give Owner the sum of **\$0.00** (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 **JP Morgan Chase** bank at **501 Bellmore Avenue, East Meadow, NY 11554**. 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 of 1% 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:
- (1) 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;
 - (2) 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
 - (3) 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.

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 is a non-curable event and 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: **Water, Sewer and Gas.**
- 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).
1. 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).
- 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. Notwithstanding anything to the contrary contained in this Lease, provided the appliance in need of repair has been delivered in working order on the Lease Commencement Date, Tenant shall be responsible for the cost of such appliance's repair or replacement. 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 for an additional charge and 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 a 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. Tenants Rent will not be reduced because of any of the foregoing.
- B. To show the Apartment to potential renters, 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 the Apartment without Owner's advance written consent in each instance to a request made by Tenant in the manner required by Real Property Law §226-b. Owner may refuse to consent to a lease assignment for any reason or no reason, but if Owner unreasonably refuses to consent to the request for a Lease assignment properly made, at Tenants request in writing, Owner will end this Lease effective as of thirty days after Tenants request. The first and every other time Tenant wishes to sublet the Apartment, Tenant must get the written consent of Owner unless Owner unreasonably withholds consent following Tenants request to sublet in the manner provided by Real Property Law §226-b. Owner may impose a credit check fee on



Tenant in connection with an application to assign or sublet. If Tenants fails to pay Tenants rent, Owner may collect rent from subtenant or occupant without releasing Tenant from the Lease. Owner will credit the amount collected against the rent due from Tenant. However, Owner's acceptance of such rent does not change the status of the subtenant or occupants to that of direct tenant of Owner and does not release Tenant from this Lease. In addition to the above, Tenant also agrees to not engage in any illegal subletting activity that would result in a violation of McKinney's Multiple Dwelling Law 61-A, Section 4.

- 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 earlier of (i) the end of this Lease or (ii) the day the apartment is occupied by a new tenant. 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 as permitted by law.

16. DEFAULT

- A.** Tenant defaults under the Lease if Tenant acts in any of the following ways:

- (1)** Tenant fails to carry out any agreement or provision of this Lease;
- (2)** Tenant does not take possession or move into the Apartment fifteen (15) days after the beginning of this Lease; or
- (3)** 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 until the earlier of (i) the end of this Lease or (ii) the day the apartment is occupied by a new tenant, 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 within fourteen (14) days after such written fourteen (14) demand for Rent has been made, Owner may commence an action or summary proceeding seeking the payment of all 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, then only as required by law, 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:
- (1)** 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
 - (2)** Owner's expenses for attorney's fees (except in the event of a default judgment).
 - (3)** If the Owner used good faith efforts to re-rent the apartment as required by applicable law, Tenant must also pay the Rent in this Lease until apartment is rented for a rent that is the lesser of (a) fair market value or (b) the rent reserved in this Lease.
- 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 willful failure to re-rent to another tenant will not release or change Tenant's liability for damages.

18. ADDITIONAL OWNER REMEDIES 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:

- (1)** 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;
- (2)** 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;

- (3) 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;
- (4) 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;
- (5) Removing any of Tenant's property from the Apartment after this Lease is ended;
- (6) 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;
- (7) 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 as permitted by law.

- 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 (1) 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; (2) any loss of or damage to Tenant's property delivered to any employee of the Building (e.g., doorman, superintendent, etc.); or (3) 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 CERTIFICATES AND ACKNOWLEDGMENTS 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

(A) Notices to Tenant. Any notice from Owner or Owner's agent or attorney will be considered properly given to Tenant if it (1) is in writing; (2) is signed by or in the name of Owner or Owner's agent or attorney; and (3) is (a) addressed to Tenant at the Apartment and delivered to Tenant personally or sent by registered or certified mail to Tenant at the Apartment or (b) sent to Tenant electronically to an email address Tenant has provided to Owner or an email address from which Tenant communicated by email to Owner. The date of service of any written notice by Owner to Tenant under this Lease is the date of delivery or mailing of such notice.

(B) Notices to Owner. If Tenant wish to give a notice to Owner, Tenant must write it and deliver it or send it by registered, or certified mail to Owner at the address noted on page 1 of this Lease, or at another address of which Owner or Agent has given Tenant written notice.

(C) 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.

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 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: (1) return the Apartment to the Owner in broom clean, vacant and in good condition, ordinary wear and tear excepted; (2) remove all of Tenant's property and all of Tenant's installations, alterations and decorations (if so directed by Owner); and (3) 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 (1) will such holdover constitute a month-to-month tenancy, (2) shall this Article 29 imply any right of Tenant to remain in the Apartment after the expiration or earlier termination of this Lease, (3) will Owner be prohibited from exercising any rights permitted by law against a holdover tenant; or (4) 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) Up to 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, owner may require Tenant to obtain (1) liability insurance insuring Tenant, the Permitted Occupants of the Apartment, the Tenant Parties and any other people visiting the Apartment, and (2) 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 \$300,000.00** Dollars 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. If renters insurance is required, 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 this 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. FURNITURE ~~If the Apartment is being leased as fully furnished, Tenant shall take good care of the Apartment Furniture during the tenancy of this Lease and shall be liable for any damages caused by Tenant or Tenant Parties to the Apartment Furniture. Tenant shall not be responsible for any damages to the Apartment Furniture not caused by Tenant or Tenant Parties or caused by ordinary wear and tear. Tenant shall surrender the Apartment Furniture when this Lease terminates in the same condition as on the date this Lease commenced, subject to ordinary wear and tear. If any repairs are required to the Apartment Furniture when this Lease terminates, Tenant shall pay Owner upon demand the cost of any required repairs.~~

~~Tenant may not remove the Apartment Furniture from the Apartment or change the location of the Apartment Furniture during the tenancy of this Lease without Owner's prior written consent.~~

34. TERRACES, BALCONIES AND BACKYARDS ~~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.~~

35. LEAD PAINT DISCLOSURE ~~If applicable, simultaneously with the execution of this Lease, Tenant and Owner shall sign and complete the disclosure of information on lead-based paint and/or lead-based paint hazards annexed as a rider attached to this Lease. Tenant acknowledges receipt of the pamphlet, "Protect Your Family From Lead in Your Home" prepared by the United States Environmental Protection Administration.~~

36. PETS

A. 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, a dog shall not be permitted on any passenger elevator or in any public portion of the building. Also, dogs are not permitted on any grass or garden plot under any condition. BECAUSE OF THE HEALTH HAZARD AND POSSIBLE DISTURBANCE OF OTHER TENANTS WHICH ARISE FROM THE UNCONTROLLED PRESENCE OF ANIMALS, ESPECIALLY DOGS, IN THE BUILDING, 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 SERIOUS VIOLATION OF AN IMPORTANT OBLIGATION BY TENANT UNDER THIS LEASE. OWNER MAY ELECT TO END THIS LEASE BASED UPON THIS VIOLATION.

37. 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.

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

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

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

41. 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.

42. 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.

43. NO SHORT-TERM RENTAL Under no circumstances are you permitted to rent space in the Premises to occupants on a short-term or transient basis, or for any short-term occupancy that may be governed by or prohibited by state or local laws, including, but not limited to, those applicable to transient housing, code violations or hotel taxes. You are specifically prohibited from advertising the Premises for rental by short-term or transient occupants on websites such as Airbnb, Craigslist, Expedia, [Hotels.com](https://www.hotels.com) or any other similar locator sites. It shall be considered a substantial and material breach of this Lease should we become aware of any violation of these short-term stay provisions or incur any loss as a result of your violation of this provision.

A breach of these covenants by the Tenant shall be grounds for immediate termination of the Lease by the Owner and Owner may serve a written ten (10) days' notice of cancellation of this Lease upon Tenant and, upon the expiration of said ten (10) days, this Lease and the Term shall end and expire as fully and completely as if the expiration of such ten (10) day period were the day herein definitely fixed for the end and expiration of this Lease and Tenant shall then quit and surrender the Apartment to Owner, but Tenant shall remain liable as elsewhere provided in this Lease. Owner may commence a summary proceeding to evict the Tenant from the Apartment upon the expiration of said ten (10) day period. Owner may also enforce these covenants and prohibitions in a court of competent jurisdiction by a decree of specific performance and by appropriate injunctive relief, all in accordance with applicable law.

TENANT AGREES TO INDEMNIFY AND HOLD OWNER HARMLESS FROM AND AGAINST ANY AND ALL LOSS OR DAMAGE WHICH OWNER MAY INCUR AS A RESULT OF THE BREACH BY TENANT OF ANY OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, ANY WITHHOLDING OF RENT BY TENANTS OF THE BUILDING, ANY AND ALL FINES OR PENALTIES IMPOSED ON OWNER BY ANY GOVERNMENTAL AGENCY AND ALL ATTORNEYS' FEES AND DISBURSEMENTS INCURRED BY OWNER IN CONNECTION WITH ANY LITIGATION OR NEGOTIATIONS WITH TENANT OR ANY OTHER TENANTS OF THE BUILDING, OR WITH ANY GOVERNMENTAL AGENCY, WITH RESPECT TO TENANT'S VIOLATION OF THE RESTRICTIONS AGAINST SHORT TERM RENTALS OR ADVERTISING THE APARTMENT FOR A SHORT TERM RENTAL. TENANT ACKNOWLEDGES BEING INFORMED THAT CURRENTLY THE PENALTY FOR ADVERTISING SHORT TERM RENTALS OR FOR RENTING AN APARTMENT AS A SHORT-TERM RENTAL AS DEFINED HEREIN CAN BE AS HIGH AS \$7,500.00 PER VIOLATION AND TENANT SHALL



BE RESPONSIBLE TO PAY THE FULL AMOUNT OF THE PENALTY.

TENANT FURTHER AGREES TO INDEMNIFY AND HOLD OWNER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSS OR DAMAGE RESULTING FROM OWNER, ITS AGENTS OR EMPLOYEES, GRANTING ACCESS TO THE BUILDING TO ANYONE RENTING THE APARTMENT FROM TENANT ON A SHORT-TERM BASIS OR OTHERWISE.

- 44. 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
- 45. 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.
- 46. 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.
- 47. 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.
- 48. BANKRUPTCY; INSOLVENCY** If (1) Tenant files a voluntary petition in bankruptcy or insolvency or are the subject of an involuntary bankruptcy proceeding, (2) Tenant assigns property for the benefit of creditors, or (3) 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.
- 49. 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.
- 50. 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.
- 51. 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.
- 52. 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.
- 53. SMOKING** TENANT AND OWNER SHALL SIGN AND COMPLETE THE BUILDING'S SMOKING POLICY ANNEXED AS RIDER ATTACHED TO THIS LEASE
- 54. GARBAGE, REFUSE AND RECYCLING** 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 for violation of Tenant's obligations pursuant to this Article 56.
- 55. 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.
- 56. 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.
- 57. ALARM SYSTEM** If applicable, Tenant hereby acknowledges and agrees that the Apartment comes equipped with an alarm system (the "Alarm System") which must be turned on each and every time that Tenant leaves the Apartment unoccupied for an extended period of time. Owner shall deliver codes to Tenant to the Alarm System prior to Lease

commencement. Tenant acknowledges that Tenant shall not change the Alarm System codes under any circumstances without the prior written consent of Owner. 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. Notwithstanding the presence of the Alarm System in the Apartment, Tenant hereby acknowledges and agrees that Owner will not be responsible for any loss or lost or stolen personal property, equipment, money or any article taken from the Apartment regardless of how or when such loss occurs.

58. 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 59 shall survive the termination hereof.

59. 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.

60. 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.

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

62. 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.

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.

BY: ROSE PROPERTY MANAGEMENT GROUP LLC
A/A/F RXR 2413 THIRD OWNER LLC



Signed by Jessica Miller

Sun Mar 24 2024 12:59:42 AM EDT

Key: 01F87EC6; IP Address: 206.225.30.19

(Owner/Agent)

Date



3/22/2024

07:03 PM EDT

Yana Miroshnychenko (Tenant)

Date



3/23/2024

12:02 PM EDT

Ihor Miroshnychenko (Tenant)

Date



EQUAL HOUSING
OPPORTUNITY

12

EXHIBIT B
STANDARD FORM OF APARTMENT

LEASE

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. Tenant may install on the entrance of the Apartment an additional lock of not more than three inches in circumference. Tenants may also install a lock on any window but only in the manner provided by law. Immediately upon making any installation of either type, Tenants shall notify Owner or Owner's agent and shall give Owner or Owner's agent a duplicate key. If changes are made to the locks or mechanism installed by Tenants, Tenants must deliver keys to Owner. At the end of this Lease, Tenants must return to Owner all keys either furnished or otherwise obtained. If Tenants lose or fail to return any keys which were furnished to them, Tenants shall pay to Owner the cost of replacing them.

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.

NOTICE DISCLOSING TENANTS' RIGHTS TO REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES

Reasonable Accommodations

The New York State Human Rights Law requires housing providers to make reasonable accommodations or modifications to a building or living space to meet the needs of people with disabilities. For example, if you have a physical, mental, or medical impairment, you can ask your housing provider to make the common areas of your building accessible, or to change certain policies to meet your needs.

To request a reasonable accommodation, you should contact your property manager by calling **(212) 210-6666** or **(929) 556-0655**, or by e-mailing jemiller@rosepmg.com. You will need to inform your housing provider 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 your housing provider. A housing provider may request medical information, when necessary to support that there is a covered disability and that the need for the accommodation is disability related.

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:

Permission to change the interior of your housing unit to make it accessible (however, you are required to pay for these modifications, and in the case of a rental your housing provider may require that you restore the unit to its original condition when you move out); Changes to your housing provider'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 housing providers 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, your housing provider may be required to provide you with a ramp or other reasonable means to permit you to enter and exit the building.

If your healthcare provider 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, your housing provider must pay for that to be done.

If you have an impairment that requires a parking space close to your unit, you can request your housing provider 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 multi-family 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 or in court within three years 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. 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.

Rose Property Management Group LLC A/A/F RXR 2413 Third Owner LLC



3/22/2024
07:04 PM EDT



Signed by Jessica Miller
Sun Mar 24 2024 12:59:42 AM EDT
Key: 01F87EC6; IP Address: 206.225.30.19

Yana Miroshnychenko (Resident/Co-Resident)

Date

(Owner/Agent)

Date



3/23/2024
12:02 PM EDT

Ihor Miroshnychenko (Resident/Co-Resident)

Date

THE GUARANTORS RIDER

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED MARCH 22, 2024 BETWEEN RXR 2413 THIRD OWNER LLC (OWNER/AGENT) AND YANA MIROSHNYCHENKO AND IHOR MIROSHNYCHENKO (TENANT) REGARDING APARTMENT 2007 IN THE PREMISES LOCATED AT 2413 THIRD AVENUE, BRONX, NY 10451. 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.

Lease Rental Bond

Insurer: The Guarantors Agency, for and on behalf of The Hanover Insurance Company, United Casualty and Surety Insurance Company or Arch Insurance Group Inc.

Lease Information

Apartment: 2007
Lease Start Date: March 29, 2024
Lease Expiration Date: May 31, 2025
Monthly Rent: 4,570.00

WHEREAS, the Insurer and the Insured are parties to the above-referenced Lease Rental Bond; and

WHEREAS, the Tenant has (a) been approved by the Insurer and has entered into a General Agreement of Indemnity ("GAI") with the Insurer, (b) paid the required Premium (as defined in the TPA) and (c) executed a Lease for the Premises with the Insured that includes the terms set forth above;

NOW, THEREFORE, in consideration of the terms and conditions set forth in the Lease Rental Bond and the GAI, the Tenant acknowledges the following:

- 1. I have been informed by the landlord that I do not meet the landlord's qualification for approval of a lease.
- 2. I do understand that I will now qualify to enter into a lease, based upon my performance being guaranteed by TheGuarantors Lease Rental Bond and have purchased said bond for the term of the current lease.
- 3. I understand the Bond purchased is solely for the benefit of the Landlord and that I have no right to seek benefits from payments under the Lease Rental Bond.
- 4. I understand the Bond does not under any circumstances relieve me of my obligation to pay the full rent for the apartment and will not protect me from or prevent an eviction if I do not pay my rent.
- 5. I understand my obligations under the lease will remain the same including the rules and obligations in the lease.
- 6. I agree that if I renew the lease, I will use TheGuarantors Lease Rental Bond or someone that can act as a qualified guarantor unless I can qualify on my own merit. Such qualification is at the sole discretion of the landlord.
- 7. The Insured will need to renew the Lease Rental Bond unless otherwise determined by the Landlord, at least 60 days prior to the expiration of the Lease, as designated in the GAI.

Rose Property Management Group LLC A/A/F RXR 2413 Third Owner LLC



3/22/2024
07:05 PM EDT

Yana Miroshnychenko (Resident/Co-Resident)

Date



Signed by Jessica Miller
Sun Mar 24 2024 12:59:42 AM EDT
Key: 01F87EC6; IP Address: 206.225.30.19

(Owner/Agent)

Date



3/23/2024
12:02 PM EDT

Ihor Miroshnychenko (Resident/Co-Resident)

Date

**§ 421-A RIDER TO LEASE AGREEMENT
(35 YEAR 421-A FINAL BENEFITS)
MARKET RATE UNITS**

LEASE DATED: March 29, 2024 OWNER: RXR 2413 Third Owner LLC

APARTMENT: 2007 in BUILDING at 2413 Third Avenue, Bronx, NY 10451

TENANT: Yana Miroshnychenko and Ihor Miroshnychenko

Tenant ("You") are about to sign and deliver to Owner a Lease or a Lease Renewal (the "Lease") for the Apartment in the Building indicated above, dated as of the date shown above. In order to induce Owner to sign the Lease and rent the Apartment to You, You acknowledge and agree that:

I. NOTICE REGARDING EXPIRATION OF RENT STABILIZATION & § 421-A TAX BENEFITS

OWNER HAS OBTAINED OR EXPECTS TO OBTAIN REAL ESTATE TAX EXEMPTION BENEFITS PURSUANT TO REAL PROPERTY TAX LAW SECTION 421-A ("§ 421-A").

PLEASE BE ADVISED THAT THE APARTMENT IS NOT SUBJECT TO RENT STABILIZATION IF, ON THE DATE OF INITIAL OCCUPANCY OR THE DATE OF OCCUPANCY AFTER ANY VACANCY LEASE FOR THIS APARTMENT, THE AMOUNT OF MONTHLY RENT CHARGED FOR THE APARTMENT EXCEEDS THE DEREGULATION RENT THRESHOLD ("DRT") AS SET BY THE NEW YORK STATE DIVISION OF HOUSING AND COMMUNITY RENEWAL AND APPLICABLE AT THAT TIME. FOR THE PERIOD BETWEEN JANUARY 1, 2024 AND DECEMBER 31, 2024, THE DRT IS \$2,774.76 AND SHALL INCREASE EACH JANUARY 1ST THEREAFTER BY THE ONE YEAR RENEWAL LEASE GUIDELINE PERCENTAGE ISSUED THE PRIOR YEAR BY THE NEW YORK CITY RENT GUIDELINES BOARD.

NOTWITHSTANDING THE ABOVE, SOLELY AS A RESULT OF § 421-A, IF THE INITIAL RENT FALLS BELOW THE DRT, AS PREVIOUSLY DEFINED, THEN THE APARTMENT WILL BE SUBJECT TO THE RENT STABILIZATION LAW ("RSL") AND CODE ("CODE"). OWNER IN GOOD FAITH BELIEVES THAT THE § 421-A TAX BENEFITS WILL EXPIRE ON OR ABOUT OCTOBER 24, 2058.

§ 421-A PROVIDES THAT THE BUILDING WILL BE SUBJECT TO THE RSL FOR THIRTY-FIVE (35) YEARS, AND, UNLESS THE PRESENT LAWS ARE CHANGED, THE APARTMENT WILL ALSO BE SUBJECT TO STANDARD RENT INCREASES ON LEASE RENEWALS DURING SAID THIRTY-FIVE (35) YEAR PERIOD, AS APPROVED BY THE RENT GUIDELINES BOARD. ANY INCREASES GRANTED BY THE RENT GUIDELINES BOARD SHALL BE MADE TO THE RENT SHOWN IN THE ORIGINAL LEASE OR THE MOST RECENT LEASE RENEWAL NOTICE AS APPLICABLE.

THIS RIDER IS SUBORDINATE TO THE TERMS OF A CERTAIN § 421-A RESTRICTIVE DECLARATION TO BE EXECUTED BY OWNER (THE "§ 421-A RESTRICTIVE DECLARATION"). THE § 421-A RESTRICTIVE DECLARATION IMPOSES CERTAIN CONDITIONS ON OWNER UNTIL IT TERMINATES ON A DATE WHICH IS THIRTY-FIVE (35) YEARS FROM THE DATE OF COMPLETION OF CONSTRUCTION (COMMENCING ON THE ISSUANCE OF THE EARLIER OF (A) THE FIRST TEMPORARY CERTIFICATE OF OCCUPANCY FOR ALL RESIDENTIAL AREAS IN THE BUILDING OR (B) A PERMANENT CERTIFICATE OF OCCUPANCY FOR THE ENTIRE BUILDING). THIS PERIOD IS CALLED THE "RESTRICTION PERIOD." OWNER IN GOOD FAITH BELIEVES THAT THE RESTRICTION PERIOD WILL END ON OR ABOUT OCTOBER 24, 2058. IF ON THE DATE OF INITIAL OCCUPANCY AND THE DATE OF OCCUPANCY AFTER ALL VACANCY LEASES FOR THIS APARTMENT, THE AMOUNT OF MONTHLY RENT CHARGED FOR THE APARTMENT IS BELOW THE DRT, THEN UPON THE EXPIRATION OF THE LEASE IN EFFECT WHEN THE RESTRICTION PERIOD ENDS, THE APARTMENT WILL NO LONGER BE RENT STABILIZED. AFTER SUCH DATE, THE APARTMENT WILL NOT BE REGULATED AS TO THE AMOUNT OF RENT THAT MAY BE CHARGED FOR THE APARTMENT NOR WILL THE OWNER BE LEGALLY OBLIGATED TO RENEW THE LEASE. IF THE OWNER SHOULD ELECT TO RENEW THE LEASE AT THAT TIME, THE OWNER WILL NOT BE LEGALLY BOUND BY ANY GOVERNMENTAL RENT GUIDELINES AND MAY CHARGE AN UNREGULATED RENT.

HOWEVER, AS PREVIOUSLY INDICATED, IF ON THE DATE OF INITIAL OCCUPANCY OR OCCUPANCY AFTER ANY VACANCY LEASE FOR THIS APARTMENT, THE AMOUNT OF MONTHLY RENT CHARGED FOR THE APARTMENT EXCEEDS THE DRT, THIS APARTMENT IS NOT SUBJECT TO THE RSL AND CODE.

TENANT ACKNOWLEDGES THAT HE OR SHE HAS BEEN INFORMED OF OWNER'S RIGHT TO INCLUDE THIS PROVISION IN THE LEASE.

II. YOUR CONFIRMATION

By signing this Rider below, You confirm that You have read and understand this Rider, and that you agree to all of its terms and requirements. If more than one person is a tenant under the Lease, each of us signing below, acknowledges, represents and agrees with the foregoing.

Rose Property Management Group LLC A/A/F RXR 2413 Third Owner LLC



3/22/2024
07:06 PM EDT

Yana Miroshnychenko (Resident/Co-Resident)

Date



Signed by Jessica Miller
Sun Mar 24 2024 12:59:42 AM EDT
Key: 01F87EC6; IP Address: 206.225.30.19

(Owner/Agent)

Date



3/23/2024
12:02 PM EDT

Ihor Miroshnychenko (Resident/Co-Resident)

Date

ADDITIONAL CLAUSES attached to and forming a part of Lease dated **March 22, 2024** between **RXR 2413 Third Owner LLC** Owner/Agent and **Yana Miroshnychenko and Ihor Miroshnychenko** as Tenant(s), for Apartment **2007** in the premises located at **2413 Third Avenue, Bronx, NY 10451**.

In the event of any inconsistency between the provisions of this Rider and the provisions of The Standard Form of Apartment Lease, The Real Estate Board of New York, Inc. form, hereinafter referred to as the printed form, 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.

62. Occupancy. It is understood that the above mentioned apartment is to be used for residential living purposes only. Further the Tenant understands and agrees that the Apartment shall be occupied by the Tenant or Tenants named above and by immediate family members of the Tenant or Tenants. So long as the Tenant(s) occupies the Apartment as his or her or their primary residence, if this lease has only one named Tenant named thereon, the Apartment may also be occupied by one additional occupant and the dependent children of said occupant. If this lease has two or more tenants named herein, the Apartment may be occupied by additional occupant(s) and the dependent children of said occupant(s), provided, however, that the total number of Tenants and occupants (exclusive of said occupant(s) dependent children) does not exceed the number of tenants named in the lease. In no event may any occupant occupy the apartment unless at least one person named in the lease as Tenant shall be in occupancy of the Apartment as his or her primary residence. Tenant agrees to inform the Owner, in writing, of the name of each immediate family member, occupant and their dependent children, if any, within thirty (30) days following the Owner's written request therefore. Tenant agrees that, absent express written consent by the Owner, no family member, occupant dependent child thereof or any other person other than the Tenant(s) shall acquire any right to 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. Occupancy which does not conform with this paragraph in all respects including timely response to owner's written request for the names of each individual family member-occupant and their dependent children, shall constitute a violation of a substantial obligation of the tenancy which may lead to a termination of th

63. Pet Rider. It is agreed between the parties that the Tenant will not harbor a dog or any other animal in the apartment, for any reason whatsoever, without the written permission of the Owner. The harboring of a dog or any other animal constitutes a material violation of a substantial obligation of this Lease, and of the Tenant's tenancy. Tenant understands, acknowledges, and agrees that the harboring of a dog or any other animal without the Owner's permission constitutes a default of the Tenant's Lease, and that the Owner may commence summary proceedings to evict the Tenant from the apartment. Owner's permission to other Tenants in the Building to harbor dogs or any other animals does not constitute a waiver of this provision.

If permission is given by the Owner to harbor a particular dog, this will not be construed as permission to harbor an additional dog or a different dog. This clause shall be applicable whether or not the permission is explicitly given or by reason of the New York City Pet Law.

64. Illegal Activity/Eviction. It is expressly agreed and understood that any Tenant, any member of Tenant's family, Tenant's employees, guests, or invitees who conduct any illegal trade, or manufacture, or other illegal business, or activity in the Building, the Apartment, common area or grounds surrounding the Building shall be subject to immediate eviction from the premises. In the event the objectionable conduct is deemed by Owner to be of a continuing nature, then Owner need only serve a six (6) day termination notice based upon the allegations of objectionable conduct.

65. Objectionable Conduct. Notwithstanding anything contained herein above to the contrary, and in particular, Article 16(1)(b), Owner is not required to serve a notice of default in the event of objectionable conduct on the part of the Tenant as described in the Article above. In the event the objectionable conduct is deemed by Owner to be of a continuing nature, then Owner need only serve a six (6) day termination notice based upon the allegations of objectionable conduct.

66. Noise.

- a. No Tenant shall make or permit any disturbing noises in the Building by him/herself, his/her family, friends, guests, employees, or servants, nor do or permit anything by such persons that will interfere with the rights, comforts, or convenience of other Tenants.
- b. No Tenant shall make or permit any disturbing noises or activity or permit anything to be done in Tenant's Apartment that will interfere with the rights, comforts or conveniences of other Tenants at any time. No Tenant shall play or suffer to be played any musical instruments, or operate or permit to be operated a stereo, radio, television or CD player, loud speakers or similar devices in Tenant's Apartment between the hours of 10:00 p.m. and the following 8:00 a.m. if the same shall disturb or annoy any other occupant of the Building. No construction, repair work or other installation by Tenant that involves noise or vibration shall be conducted in any Apartment except on weekdays, excluding legal holidays, and only between the hours of 9:00 a.m. and 5:00 p.m.

67. Electrical Appliances. Tenant shall not install, maintain or use any additional electrical appliances in the Apartment without first obtaining prior written consent of the Owner. Such electrical appliances include, but are not limited to, laundry machines, dishwashers, satellite dishes, air conditioners, ventilating equipment, garbage disposals, trash compactors, radio transmitters, and electric heating units.

68. Illegal Sublet. The Tenant's utilization of any service, or the listing by the Tenant on any internet website, or in any newspaper or periodical, or the posting or advertising in any manner of the Apartment for short term rental, short term license, short term occupancy or the short term use, of any type, of the Apartment or any portion thereof, by persons who are not related to the Tenant, shall be deemed a sublet of the apartment, which shall require the prior written approval of the Landlord and must comply with requirements of Section 226-b of the New York State Real Property Law. "Short term" shall mean any period of time which is less than thirty (30) days.

69. Patios, Terraces, and Balconies. Tenant shall keep its terrace or balcony, if any, and the drains located therein, free from all rubbish, dirt, debris or wind-blown materials, and Tenant shall be responsible for any water damage caused to Tenant's apartment or any other apartment or to the Building, resulting from clogged drains or from any other use of such patio, terrace, or balcony. The Tenant may not install a fence or any addition to the terrace or balcony. No plantings or other objects shall be placed on any terrace or balcony without the written permission of the Owner.

70. Public Areas. Tenant acknowledges and agrees that (i) the public halls or stairways of the Building shall not be obstructed or used for any purpose other than ingress to or egress from the apartments in the Building, (ii) no fire tower in the Building shall be obstructed in any way, (iii) no public hall shall be decorated or furnished by any person in any manner, (iv) children

shall not play in the public halls, courts, plaza, public terraces, lobby, elevators, or fire towers, (v) children shall not be fed or diapered in the lobby or in any other public areas of the Building, (vi) housekeepers and caregivers shall not congregate in the lobby or in other public areas of the Building, and (vii) children shall at all times be supervised by an adult while in the public areas of the Building.

- 71. Barbecuing Prohibited.** Tenant agrees that he/she shall not cook or barbecue on any balconies or terraces located in the building, regardless of whether such balcony or terrace is a part of the leased premises.
- 72. Walls.** This shall supplement paragraph 10 of this Lease Agreement. The tenant understands and agrees that no walls (ceiling height or below) including but not limited to pressure walls and temporary walls shall be allowed to be constructed in the leased premises. Any bookcase installed in the leased premises that subdivides a room is considered a wall. The subdivision of any room in the leased apartment is a substantial violation of this lease agreement.
- 73. Delay in Giving Possession.** This paragraph replaces paragraph 5 of this Lease. A situation could arise which might prevent Owner from letting Tenant move into the Apartment on the beginning date set in this Lease. If this happens from reasons beyond Owner's reasonable control, Owner will not be responsible for Tenant's damages or expenses and this Lease will remain in effect. Tenant agrees that these are examples of delays beyond Owner's reasonable control. However, in case of a delay, this Lease will start on the date when Owner is able to allow Tenant to move in. Tenant will not have to pay rent until the move-in date which Owner will give Tenant by written notice at least fourteen days in advance, or the date Tenant moves in, whichever is earlier. If Owner is not able to allow Tenant to move in until a day in a later calendar month, the ending date in Article 2 will be changed to the last day of the calendar month after Tenant is able to take possession plus the whole number of years of the original term without regard to any days which are only part of the initial month, except that if Tenant is not able to move in until a day in a later calendar month than the first day of that month, then the term will end on the day before plus the whole number of years of the original term without regard to any days which are only part of the initial month (For example, (a) if the beginning date in paragraph 2 is August 15, 2007 and the ending date is August 31, 2008 and the Owner is not able to allow Tenant to take possession until August 28, 2007 the ending date would remain unchanged at August 31, 2008; (b) if the beginning date in paragraph 2 is August 15, 2007 and the ending date in paragraph 2 is August 31, 2008, and the Owner is not able to allow Tenant to take possession until September 3, 2007, the ending date would be September 30, 2008; (c) if the beginning date in paragraph 2 is August 15, 2007, and the ending date in paragraph 2 is August 31, 2008, and the Owner is not able to allow Tenant to take possession until October 1, 2007, the ending date would be September 30, 2008. If Owner does not give Tenant written notice of the move-in date that is within 45 days of the beginning date of the term of the Lease as stated in Article 2, Tenant may tell Owner in writing that Owner has 15 additional days to let Tenant move in, or else the Lease will end. If Owner does not allow Tenant to move in within those additional 15 days, then the Lease is ended. Any money paid by Tenant on account of this Lease will then be refunded promptly by Owner.
- 74. Ceiling Heights.** Tenant acknowledges that the Tenant has been advised that bathroom, kitchen and some closets and hallways have ceiling heights of 7'11". Typical ceiling heights are between 8'9" except in a few floors where ceiling heights are higher. Tenant agrees that varying ceiling heights throughout the apartment have no effect upon the rental value of the apartment.
- 75. Carpeting Clause.** It is agreed that the Tenant will cover at least 80% of the wood floor area of the apartment with rugs or carpeting. The Tenant is also required to install at least 1/4 inch thick padding underneath such carpeting or rugs.
- 76. Late Payment Clause.** It is agreed that the rental under this Lease is due and payable in equal monthly installments in advance on the first day of each month during the entire Lease term.
- If an unpaid check is returned to the Owner, the Tenant will be charged \$75.00 or such greater amount charged to the Owner by its bank for the purpose of defraying the expenses incurred in handling the returned check.
- If rent is not received by the fifth day of the month, You shall pay an additional \$50.00 to the Owner as a late charge.
- 77. Remedies of Owner.** The Tenant agrees that any violation of the provisions of this Lease shall be deemed a material violation of a substantial obligation of this Lease and shall entitle the Owner to terminate this Lease.
- 78. Construction of Neighboring Buildings and Lot Line Windows.** In the event any windows, light, or view in the apartment shall become obstructed, in whole or in part, as a result of the erection of a building or structure or otherwise, such occurrences shall not be deemed a breach of this Lease or any of Owner's obligations hereunder and this Lease shall remain in full force and effect without any right by Tenant to make a claim for damages, nuisance, abatement of rent or otherwise. If Tenant's apartment contains one or more "lot line" window(s), Tenant is advised that a building or structure may be erected on adjacent property which may completely block the said lot line window(s).
- 79. No Oral Agreements.** It is agreed that this instrument cannot be changed orally and is subject to the review and approval of the Owner. The applicant hereby waives any claims against the Owner in the event this Lease is rejected for any reason. The Owner will in no event be bound, nor will possession be given unless and until this Lease is executed by the Owner and delivered to the Tenant. No representations other than those contained within this lease agreement have been made by Owner. All understandings and agreements heretofore made between the parties hereto are merged in this contract, which alone, fully and completely expresses the agreement between Owner and Tenant.
- 80. Tenant Misrepresentation.** Owner has reasonably relied upon all representations made by Tenant in applying to lease an apartment, absent which reliance Owner would neither have offered nor executed this lease. It is agreed that in the event the Tenant shall in its application for an apartment which applications is incorporated by referenced herein, and made a part hereof, make any misrepresentation or untruthful statement, Owner may treat same as a violation of the covenant of this Lease, and the remedies provided under the terms of this Lease in the event of violation of the terms hereof shall become applicable thereto in addition to which Owner may seek rescission of this Lease by reason of such misrepresentation. In the event the Owner shall discover or ascertain such misrepresentation or untruthful statement before the commencement of the term hereunder, the Owner shall have the right to terminate this Lease and refuse occupancy to the Tenant.
- 81. Invalidity of Any Provision.** If any term, covenant, condition, or provision of this Lease or Rider shall be invalid or unenforceable to any extent, the remaining terms, covenants, conditions, and provisions of this Lease or Rider other than those as to which any term, covenant, condition, or provision is held invalid or unenforceable, shall not be affected thereby and each remaining term, covenant, condition, and provision of this Lease and Rider shall be valid and shall be enforceable to the fullest extent permitted by law.
- 82. Personal Property.** Tenant acknowledges that the Owner is not obligated to replace or maintain any personal property left

in the apartment by a previous Tenant.

- 83. Waterbeds.** Tenant agrees not to keep furniture which contains water or other liquid, including but not limited to "water beds" in the apartment.
- 84. Employees Misconduct.** In the event any employee of the Owner renders assistance in parking or delivery of an automobile or in the handling or delivery of any furniture, household goods, or other articles at the request of the Tenant or any lawful occupant, or at the request of any employee or guest of the Tenant, then said Owner's employee shall be deemed an agent of the person making such request and the Owner is expressly relieved from any and all loss or liability in connection therewith.
- 85. Garbage Recycling.** The Tenant agrees at his sole cost and expense, to comply with all present and future laws, orders and regulations, commissions and boards regarding the collection, sorting, separation, and recycling of waste products, in accordance with the rules and regulations adopted by the Owner for the sorting and separation of such designated recyclable materials. Owner reserves the rights, 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. Tenant shall pay all cost 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 Article. Tenant's failure to comply with this Article shall constitute a violation of a substantial obligation of the tenancy, local statute and all of Owner's Rules listed in this Lease. Tenant shall be liable to the Owner for any costs, expenses, or disbursements, including attorney's fees, incurred by Owner in the commencement and/or prosecution of any action or proceedings by Owner against Tenant, predicated upon Tenant's breach of this Article.
- 86. Heating and Air Conditioning and Additional Services.** In addition to the other services provided by the Owner as written in this Lease and subject to all the terms and conditions of this Lease applicable to the furnishing of such other services, the Owner will install an air conditioning unit in wall or on the ceiling in the living room and bedroom(s). The Owner will maintain the equipment unless damaged by the fault or negligence of the Tenant, his guests, his servants or invitees. In consideration thereof the necessary electricity for the operating fan for distribution of warm and cool air and condenser for cool air will be on Tenant's electric meter and paid for by the Tenant. The Tenant will be responsible for the electric charges associated with heating and air conditioning, as well as any other electric usage in the apartment. In addition electric floor mats are located in some bathrooms and will be on the Tenant's electric meter and paid for by the tenant. The Tenant will not be permitted to install any other air conditioning equipment in the Apartment nor shall Owner be responsible for any damages nor shall Tenant be entitled to an abatement of rent due to the removal for repairs if a breakdown of the equipment occurs.
- 87. Clothes Washers and Clothes Dryers.** Notwithstanding anything to the contrary contained herein, Tenant shall not install any clothes washing machine or clothes dryer machine in the apartment. The only clothes washing machine and dryers allowed in the apartment are those installed by the Owner.
- 88. Owner's Rules Listed in this Lease.** Owner reserves the right to rescind or amend any of the Owner's rules listed in this lease, and to institute such other rules from time to time as may be deemed necessary for the safety, care, or cleanliness of the Apartment Building and for securing the comfort and convenience of all Tenants. The Owner shall not be liable to Tenant for the violation of any of the Owner's rules or the breach of any of the items in any Lease by any other Tenant or occupant of the Building.
- 89. Abandoned Property.** Whatever remains in the Apartment after Tenant vacates is considered abandoned by Tenant and at the election of the Owner, shall either be left in the Apartment or removed. Tenant shall be responsible for Owner's expenses and/or damages resulting from removal of abandoned property or restoration of the Apartment necessary to correct any damage caused by removal of Tenant's installation.
- 90. Notation on Checks.** Writing, notations, statement or otherwise, written on the front or back of any check, money order, or other form of payment given to the Owner will not be considered part of this Lease and will not binding on the Owner. The Owner's acceptance, endorsement, deposit, or negotiation of the check, money order, or other form of payment will not be considered an acceptance of the conditions on the check and the Owner may accept the check as if the writing, statement, or notification did not exist. The Owner's acceptance of a check, money order, or other form of payment from a person or entity not on this Lease will not be considered acceptance of that party either as an occupant or a party to this Lease.
- 91. Failure to Pay Full Rent.** The receipt by the Owner of any amount which is less than that amount of rent or additional rent owed by Tenant shall not be deemed a waiver of the right to collect the balance in a summary proceeding for nonpayment of rent. Any payment of rent or additional rent which is less than the full amount owed shall be deemed to be on account of and shall be applied to the earliest rent due.
- 92. Third Party Payment.** Tenant acknowledges that the Owner may not fully scrutinize and examine each check to see that the check submitted is the check of the Tenant. Accordingly, in the event a third party check is given for rental due and is accepted by the Owner, such acceptance shall not constitute a waiver of Owner's rights nor confer any rights upon the third party nor entitle the third party to make a claim as a Tenant or right to occupy the premises, or creates a Owner-Tenant relationship between the third party and Owner.
- 93. Moving.** Tenant can use the service elevator only to move furniture and possessions on designated days and hours that have been scheduled in advance and with prior approval from the Owner. Owner shall not be liable for any costs, expenses, or damages incurred by Tenant in moving because of delays caused by the unavailability of the elevator.
- 94. Fitness Center.** Facility, Lounge and Adjacent Roof Deck To the extent such facilities are provided by owner during the term of this Lease, Tenant may join the Fitness Center. Initially such facilities shall consist of exercise room, lounge and adjacent roof deck. Tenant agrees to sign any requisite liability waivers and membership application, which may be required for use of the Fitness Center and related facilities. Tenant shall be required to comply with all Rules established from time to time in connection with the Fitness Center and related facilities. If Tenant defaults in connection with any obligation of Tenant with respect to the Fitness Center and related facilities, then Tenant shall be prohibited from using the Fitness Center and related facilities. In addition, if Tenant defaults in connection with any obligation of Tenant with respect to the Fitness Center and related facilities, said default shall be deemed to be a default under this Lease and said default shall give Owner the right to terminate this Lease and to exercise any and all remedies available to Owner under this Lease, at law, or in equity, in connection with any default under this Lease. Owner makes no representation as to what facilities are available and reserves the right to change the facilities at a future time and eliminate the facility completely. Notwithstanding anything to the contrary contained in this Lease, Tenant shall not have any right to use the fitness center and/or related facilities following the termination of this Lease and/or Tenant vacating the leased apartment.
- 95. Storage.** To the extent such facilities are provided by Owner, during the term of this Lease, Tenant may be provided with

space for storage and shall be permitted to utilize such storage facilities during the term of this Lease. Owner makes no representation that storage space will be available, and if available that it will be available to all Tenants. If such storage space is available, Tenant's use will be pursuant to a separate License Agreement at an additional fee and the payment thereof shall be deemed to be additional rent. The applicable part of Provision 12F in the printed form of this Lease is hereby amended to conform to this Clause. Tenant shall be responsible for providing a lock for such storage unit. Owner shall bear no liability and shall be held harmless by Tenant regarding any property placed by the Tenant in such storage unit. It is expressly understood that Tenant shall bear the full risk in voluntarily electing to place any personal property in such unit. It is agreed and understood that any personal property not removed by Tenant from or on the storage unit (including the lock) within three (3) days after Tenant has vacated the apartment, shall be deemed abandoned by Tenant, such that such personal property (and the lock) may be removed and disposed of by the Owner without liability.

Owner shall have the right to eliminate the storage space assigned to Tenant, reduce the size of the storage space, relocate the storage space and limit and/or prohibit access to the storage space in connection with repairs and/or maintenance to Tenant's storage space, any other storage space or to the adjoining area(s) of the Building. If Tenant defaults in connection with any obligation of Tenant with respect to the storage space, including, but not limited to, a default under any separate agreement signed by Tenant in connection with the storage space, then said default shall be deemed to be a default under this Lease and said default shall give Owner the right to terminate this Lease and the right to exercise any and all remedies available to Owner, under this Lease, at law, or in equity, in connection with any default under this Lease. If Owner eliminates the storage space, then Owner shall have the right to terminate Tenant's right to use the storage space by giving written notice thereof to Tenant. If Tenant's right to use the storage space is terminated or if the amount of storage space is diminished, relocated or eliminated or if Tenant's access to the storage space is limited and/or prohibited to facilitate any repairs and/or maintenance, then Owner shall not have any liability to Tenant and Tenant shall not be entitled to any compensation or diminution of abatement of rent, and said termination, diminution, relocation, limitation, prohibition or elimination shall not be deemed to constitute a constructive, actual, or partial eviction. Notwithstanding anything to the contrary contained in this Lease, Tenant shall not have any right to use any storage space following the termination of this Lease and/or Tenant vacating the leased apartment.

96. Bicycle Storage Facility. To the extent such facilities are provided by Owner, during the term of this Lease, Tenant may be provided with space for bicycle storage and shall be permitted to utilize such bicycle storage facility during the term of this Lease. Owner makes no representation that such bicycle storage facility will be available, and if available that it will be available to all Tenants. If such bicycle storage facility is available, Tenant's use will be pursuant to a separate License Agreement at an additional fee and the payment thereof shall be deemed to be additional rent. The applicable part of Provision 13F in the printed form of this Lease is hereby amended to conform to this Clause. Owner shall bear no liability and shall be held harmless by Tenant regarding any property placed by the Tenant in such bicycle storage facility. It is expressly understood that Tenant shall bear the full risk in voluntarily electing to place any personal property in such facility. It is agreed and understood that any personal property not removed by Tenant from or on the bicycle storage facility within three (3) days after Tenant has vacated the apartment, shall be deemed abandoned by Tenant, such that such personal property may be removed and disposed of by the Owner without liability. Owner shall have the right to eliminate the bicycle storage space assigned to Tenant, reduce the size of the bicycle storage facility, relocate the bicycle storage facility and limit and/or prohibit access to the bicycle storage facility in connection with repairs and/or maintenance to bicycle storage facility, any other bicycle storage space or to the adjoining area(s) of the Building. If Tenant defaults in connection with any obligation of Tenant with respect to the bicycle storage facility, including, but not limited to, a default under any separate agreement signed by Tenant in connection with the bicycle storage facility, then said default shall be deemed to be a default under this Lease and said default shall give Owner the right to terminate this Lease and the right to exercise any and all remedies available to Owner, under this Lease, at law, or in equity, in connection with any default under this Lease. If Owner eliminates the bicycle storage facility, then Owner shall have the right to terminate Tenant's right to use the bicycle storage facility by giving written notice thereof to Tenant. If Tenant's right to use the bicycle storage facility is terminated or if the bicycle storage facility space is diminished, relocated or eliminated or if Tenant's access to the bicycle storage facility is limited and/or prohibited to facilitate any repairs and/or maintenance, then Owner shall not have any liability to Tenant and Tenant shall not be entitled to any compensation or diminution of abatement of rent, and said termination, diminution, relocation, limitation, prohibition or elimination shall not be deemed to constitute a constructive, actual, or partial eviction. Notwithstanding anything to the contrary contained in this Lease, Tenant shall not have any right to use any storage space following the termination of this Lease and/or Tenant vacating the leased apartment.

97. Keys and Locks. Owner may retain a pass key to the Apartment. Tenant may, at Tenant's sole cost, replace the cylinder to the door lock provided by the Owner with a cylinder of the Tenant's choosing. In such event, Tenant must provide Owner with a duplicate key for entrance to the apartment in the event emergency conditions warrant such entry.

98. Lockout Fees. The following fees will be charged to unlock apartment entrance doors. Owner makes no representation that staff will be available at all times to provide access:

8:00 A.M. - 4:00 P.M. (Monday through Friday): \$25.00

4:00 P.M. - 8:00 A.M. (Monday through Friday): \$50.00

4:00 P.M. Friday through 8:00 A.M. Monday \$100.00

99. Roof Deck. Tenant agrees and understands that he/she may be permitted to use the outside roof deck on the main roof of the building for an additional fee. However, if such use and/or occupancy is provided it shall be a revocable license, and if such license is revoked, or if the amount of such space is diminished, Owner shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor such revocation or diminution be deemed a constructive or actual eviction. Tenant agrees and understands such use of the roof deck shall not be considered a required service under the Rent Stabilization Law. Tenant agrees and understands to be bound by any future rule changes, additions, or deletions with respect to the roof deck. Tenant agrees to sign any requisite liability waivers, which may be required for use of the roof deck. It is specifically agreed and understood that a breach of any of the rules contained herein with respect to the roof deck shall be deemed a breach of a substantial obligation of the tenancy and if Tenant fails to adhere to Owner's termination or revocation of the license to use or occupy the roof deck, then Owner shall have the right to terminate this Lease.

100 Deliveries. Notwithstanding anything contained in any other Article of this lease. The Tenant agrees not to deliver or cause to be delivered to Owner or Owner's authorized agent for delivery to the Tenant or to any other person any item of property (packaged or otherwise) which shall have a value in excess of \$250.00. The Tenant further agrees that in no event shall Owner be liable in excess of the sum of \$250.00 for loss or damage to any property (package or otherwise) which shall be delivered to Owner's authorized agent for delivery to the Tenant or to any other person and the Tenant

hereby indemnify and agree to hold Owner harmless from any liability or claim in excess of \$250.00 for loss or damage to any such property which may be asserted by the Tenant or any consignor, deliverer, shipper, owner of such property or other person.

101Laundry Equipment. The common area laundry equipment is being operated and maintained by a separate vendor as an accommodation to tenants of the Building. The Owner is not responsible for the maintenance of the laundry equipment, any damage to Tenant's personal property caused by such equipment, or the operations of the laundry service itself. The Tenant will operate at its own expense any common area laundry equipment.

102Security Deposit. It is expressly understood that Tenant may not use the security Deposit as rent payment for any months in which rent payment is due. If due, pursuant to the terms of this Lease, refunds of security deposits will be made only after all Tenants and occupants have vacated the premises and have fully complied with all of the terms conditions, and obligations of tenant contained in this lease agreement with respect to the application of the security deposit.

103Vehicles. No vehicle belonging to the Tenant or to a member of the Tenant's family, guest, employee of the Tenant shall be parked in such manner to prevent ready access to any entrance or driveway of the Building.

104Cooking Gas. Owner will provide gas, for cooking purposes only, at no additional cost to Tenant. All other services such as telephone, electric, cable and satellite T.V. and internet service are not included in the rent and Tenant must pay for the service.

105Smoke Detector. The Apartment shall be equipped with a smoke detector(s) and carbon monoxide detector(s) as required by applicable law. Tenant shall not disable, cover, remove, repair or otherwise tamper with any smoke detector(s) and carbon monoxide detector(s). Tenant shall give prompt written notice to Owner of any damage to the smoke detector(s) and carbon monoxide detector(s), and as to any defect or malfunction in the operation thereof.

106Sprinkler Heads. Tenant shall not paint over or in any way tamper with or cover any sprinkler heads in the Apartment because such activity may render the sprinkler inoperable. In the event that Tenant paints over or in any way damages a sprinkler head, Tenant shall be responsible for the full cost of replacement of the sprinkler head, which sum shall be collectible as additional rent. Tenant is advised that hot objects, if brought too close to a sprinkler head, may cause the sprinkler system to activate. In the event flooding should occur as the result of activation of any sprinkler head because of tampering, misuse, of the Apartment or negligent conduct therein, Owner will repair any damage to the Building and/or the Apartment at Tenant's sole cost and expense, which cost and expense shall be paid by Tenant as additional rent under this Lease.

107Noxious Odors and Hazardous or Toxic Materials. Tenant shall not permit any noxious odors or objectionable odors to emanate from Tenants Apartment or any area of the Building. Further Tenant shall not use, generate, store or dispose of any type of hazardous or toxic materials or substances at, from or in the Apartment or any area of the Building.

108No Smoking Permitted. Tenant acknowledges and agrees that smoking is strictly prohibited anywhere in the Building including in the Tenant's Apartment, in the common areas including, but not limited to, in the hallways, anywhere on the roof, on balconies or anywhere else in the Building. Tenant represents that neither Tenant nor any of Tenant's guests will smoke in the Apartment or anywhere else in the Building. Tenant further agrees to indemnify and hold the Landlord harmless from any claims resulting from Tenant's breach of this provision and agrees that, in that event, Landlord has the absolute right to take action to recover possession of the Apartment and to recover from Tenant for any damages sustained and any of the costs incurred in connection with such breach.

109Noises, Odors, or Scents. Tenant acknowledges that the Owner has not made any representations or promises with respect to noises or odors however arising and whether occurring inside or outside the Building, and Tenant waives and releases any claim, cause of action or set off by reason of or arising out of any noise, inconvenience, aromas, scents, or odors, however arising, and whether occurring inside or outside the Building. Tenant shall not rescind this Lease or be entitled to any compensation or diminution or abatement of rent, nor shall it fail to honor any other obligations under this Lease by virtue of any of the above mentioned items.

110Broker. Tenant represents that no broker brought about this Lease or if a broker did, in fact bring about this Lease, Tenant has agreed with the broker to pay the broker's fee and Tenant agrees to hold Owner's harmless from any claim for commission made by any broker in connection with this Lease including without limitation the costs of defense plus reasonable attorney's fees by an attorney selected by Owner to defend it. Owner shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor such revocation or diminution be deemed a constructive or actual eviction.

111Advertisement. Tenant acknowledges and agrees that (i) no sign, notice, advertisement or illumination shall be inscribed, placed or displayed on or at any window of the Apartment, (ii) no sign, notice, or advertisement may be placed in any public area of the Building, and (iii) Tenant shall not peddle, distribute or solicit any merchandise, book, periodical, circular, handbills, pamphlets, advertising material or otherwise, or solicit donations or contributions for or membership in any public or private organization in any public area of the

112Preventing Moisture and Mildew

- a. Tenant acknowledges that it is necessary for Tenant to provide appropriate climate control in the Apartment and take other measures to retard and prevent mold and mildew from accumulating in the Apartment. Tenant shall: (i) maintain the Apartment in clean condition, dust the Apartment on a regular basis and remove any visible moisture accumulation in or on the leased premises, including on windows, walls, floors, ceilings, bathroom fixtures, and other surfaces; mop up spills and thoroughly dry affected area as soon as possible after occurrence; and Op not block or cover any of the heating, ventilation or air-conditioning ducts in the Apartment and keep climate and moisture in the Apartment at reasonable levels.
- b. Tenant shall promptly notify management in writing of the presence of the following conditions: (i) any evidence of a water leak or excessive moisture or standing water inside the Apartment or in any Common Area or the garage at the Building; (ii) any evidence of mold or mildew-like growth in the Apartment that persists after tenant has tried several times to remove it with a common household cleaner containing disinfectants and/or bleach, (iii) any failure or malfunction in the heating, ventilation and air conditioning systems or the laundry equipment, if any, in the Apartment; and, (iv) any inoperable doors or windows.
- c. If Tenant fails to comply with the provisions of this Article, then, in addition to Tenant's obligation to indemnify Owner in accordance with the terms of this Lease for all damage, loss, cost and expense, including attorney's fees and disbursements, suffered or incurred by Owner in connection with said failure to comply, Tenant shall also be

responsible for all damage or loss to and all costs and/or expenses suffered or incurred by Tenant, Tenant's personal property and other occupants of the Building and their respective personal property.

113Insurance During the term of this Lease Agreement, Tenant shall maintain "Renters" insurance with minimum coverage of **\$300,000** per occurrence for bodily or personal injury and minimum contents limit of **\$300,000** per occurrence for property damage. Failure to obtain such insurance shall be a default under this lease term. Tenant shall provide Owner proof of insurance before move-in. Tenant shall pay for damages suffered by and reasonable expenses of Owner relating to any claim arising from any act or neglect committed by Tenant.

Rose Property Management Group LLC A/A/F RXR 2413 Third Owner LLC



Signed by Yana Miroshnychenko
Sat Mar 23 2024 12:13:22 PM EDT
Key: 538E436E; IP Address: 72.94.38.229

Yana Miroshnychenko (Resident/Co-Resident)

Date



3/23/2024
12:03 PM EDT

Ihor Miroshnychenko (Resident/Co-Resident)

Date



Signed by Jessica Miller
Sun Mar 24 2024 12:59:42 AM EDT
Key: 01F87EC6; IP Address: 206.225.30.19

(Owner/Agent)

Date

RIDER TO LEASE

Rider attached to and forming part of Lease dated March 22, 2024, between RXR 2413 Third Owner LLC with offices at, 777 THIRD AVENUE-6TH FLOOR, NEW YORK, NY 10017 (hereinafter referred to as "Owner"), and, Yana Miroshnychenko and Ihor Miroshnychenko (hereinafter referred to as "Tenant") for apartment number 2007 in the building located at 2413 Third Avenue, Bronx, NY 10451 (hereinafter referred to as the "apartment").

In the event of any inconsistency between the provisions of this Rider and the provisions of the printed form of Lease Agreement and the "Additional Clauses" attached thereto, to which this Rider is annexed, the provisions of this Rider shall govern and be binding.

1. Modifying and Supplement Paragraph 3 of the Printed Form of Lease.

- a) All payments other than the Rent to be made by You pursuant to this Lease shall be deemed "additional rent" or "added rent" and, in the event of any nonpayment thereof in paying said additional rent, Owner shall have all rights and remedies provided for herein or by law for nonpayment of rent. If such monies accrue after You vacate the apartment, they shall remain due after You vacate the apartment and shall be recoverable as contractual damages pursuant to the Lease.

2. Supplementing Paragraph 9 of the Printed Form of Lease.

- a) You may not paint or chemically treat or decorate with any wall covering the kitchen cabinets, bathroom tile, or exposed brick walls. You may not scrape, stain or refinish any floors. You must get prior written permission from the Owner for any painting or decorating.

3. Supplementing Paragraph 12 of the Printed Form of Lease.

- a) HVAC units have been installed in each apartment. These units will be individually operated and be connected to Your electric meter. You will be responsible for the electric charges but the Owner will be responsible for the maintenance of the equipment unless damaged by the fault or negligence of the Tenant, guests, staff or invitees. You will not be permitted to install any other air conditioning equipment in the premises nor shall Owner be responsible for any damages nor shall You be entitled to an abatement of rent due to the removal of or breakdown of the equipment.
- b) Security Systems. You acknowledge that the Owner makes no representation and assumes no responsibility whatsoever with respect to the functioning or operation of any of the human or mechanical security systems which the Owner does or may provide, including, without limitation, desk person, lobby attendants, or TV monitoring. You agree that the Owner shall not be responsible or liable for any bodily harm or property loss or damage of any kind or nature which You or any members of Your family, employees or guest may suffer or incur by reason of any claim that the Owner, his agents or employees or any mechanical or electronic system in the building has been negligent or has not functioned properly or that some other or additional security measure or system could have prevented the bodily harm or property loss or damage.

4. Supplementing Paragraph 15 of the Printed Form of Lease.

Short Term Rentals-

- a) Prohibition Against Short Term Rental. Tenant acknowledges and agrees that it is a violation of existing law to rent, sublease or license in any way the apartment for less than a period of thirty (30) days and Tenant covenants and agrees that Tenant shall not rent, sublease or license in any way the apartment for less than a period of thirty (30) days. Tenant further covenants and agrees not to advertise the apartment as being available for rent, sublease or license for a period less than thirty (30) days whether said advertisement be on the internet, in printed publications or in any other form of mass media. Nothing contained herein shall be deemed permission for Tenant to sublease the apartment for thirty (30) days or more without obtaining Owner's prior written consent as required by the Lease and/or Sec. 226-b of the Real Property Law.
- b) Effect of Breach and Owner's Remedies. A breach of this provision by the Tenant shall be a material breach of the Lease and grounds for immediate termination of the Lease by the Owner and the commencement of a summary proceeding to evict the Tenant from the subject premises. Tenant agrees that any breach of the covenants and agreements contained herein shall be a material breach of this Lease; that irreparable damage to Owner might result if these covenants and agreements are not specifically enforced; and therefore that in addition to all other rights and remedies of Owner as provided in this Lease such covenants and agreements shall be enforceable in a court of competent jurisdiction by a decree of specific performance and by appropriate injunctive relief, all in accordance with applicable law. In addition, Tenant agrees to indemnify and hold Owner harmless from and against any and all loss or damage which Owner may incur as a result of the breach by Tenant of any of the foregoing, including, without limitation, any withholding of rent by tenants of the Building, and reasonable attorneys' fees and disbursements incurred by Owner in connection with any litigation or negotiations with Tenant or any other tenants of the Building with respect to the foregoing.

5. Smoke Free Building Policy.

- a) Purpose of No-Smoking Policy. Owner and Tenant 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;
- b) 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.
- c) Smoke-Free Building. Tenant agrees and acknowledges that the apartment to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the apartment rented by Tenant, or in the building in which the apartment is a part, or in any of the common areas or adjoining grounds of such building or other parts of the rental community, nor shall Tenant permit any guests or visitors under the control of Tenant to do so.
- d) Tenant to Promote No-Smoking Policy and to Alert Owner of Violations. Tenant shall inform Tenant's guests of the no-smoking policy. Further, Tenant shall promptly give Owner a written statement of any incident where tobacco smoke is migrating into Tenant's apartment from outside of the apartment.
- e) Owner to Promote No- Smoking Policy. Owner shall post no-smoking and/or smoke free signs at entrances and exits,

common areas, hallways, and in conspicuous places adjoining the grounds of the apartment complex.

- f) Owner Not a Guarantor of Smoke-Free Environment. Tenant acknowledges that Owner's adoption of a smoke-free living environment, and the efforts to designate the building as smoke-free do not make the Owner or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the apartment and the common areas. However, Owner shall take reasonable steps to enforce the smoke-free terms of its leases and to make the building smoke-free. Owner is not required to take steps in response to smoking unless Owner is put on actual notice of the presence of tobacco smoke, via agent, personal knowledge, and/or written notice by a Tenant.
- g) Third Party Beneficiaries. Tenant agrees that the other Tenants at the building are the third-party beneficiaries of Tenant's Smoke-Free Lease agreement with Owner, meaning that Tenant's commitments in this Rider are made to the other tenants in the building as well as to the Owner. A tenant may sue another tenant for an injunction to prohibit smoking or for damages, but does not have the right to evict another tenant. Any suit between tenants herein shall not create a presumption that the Owner breached this Rider.
- h) Effect of Breach and Right to Terminate Lease. A material breach of this Rider by the Tenant shall be a material breach of the Lease and grounds for immediate termination of the Lease by the Owner. The failure by Owner to respond to a complaint filed by a tenant regarding smoke shall not be construed as a breach of the warranty of habitability, or the covenant of quiet enjoyment, nor shall it be deemed to be a constructive eviction of the Tenant.
- i) Disclaimer by Owner. Tenant acknowledges that Owner's adoption of a smoke-free living environment, and the efforts to designate the building as smoke-free does not in any way change the standard of care that the Owner or managing agent would have to a Tenant or to the Tenant's household to render the building and the apartment 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, common areas or the apartment will have any higher or improved air quality standards than any other rental property. Owner cannot and does not warranty or promise that the apartment or common areas will be free from secondhand smoke. Tenant acknowledges that Owner's ability to police, monitor, or enforce the agreements in 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 Owner obligation under the Lease.

Rose Property Management Group LLC A/A/F RXR 2413 Third Owner LLC



3/22/2024
07:15 PM EDT

Yana Miroshnychenko (Resident/Co-Resident)

Date



Signed by Jessica Miller
Sun Mar 24 2024 12:59:42 AM EDT
Key: 01F87EC6; IP Address: 206.225.30.19

(Owner/Agent)

Date



3/23/2024
12:04 PM EDT

Ihor Miroshnychenko (Resident/Co-Resident)

Date

AMENITIES CONCESSION RIDER

Rider attached to and forming part of the Lease dated March 22, 2024, for a term commencing March 29, 2024 and ending May 31, 2025 (the "Term"), between Rose Property Management Group LLC, as Agent for RXR 2413 Third Owner LLC with offices at 777 Third Avenue, 6th Floor, New York, NY 10017 (the "Owner/Agent"), and Yana Miroshnychenko and Ihor Miroshnychenko (the "Tenant") for apartment number 2007 in the building known as Maven, and located at 2413 3RD AVE, Bronx, NY 10451 (the "Apartment").

As an inducement to the Tenant to enter into the Lease, the Landlord hereby grants the Tenant the right to use the Amenity Facilities without paying the monthly fee commencing 3/29/2024 and ending on 5/31/2025. Tenant shall commence paying the monthly fee after concession end date, unless otherwise informed to cancel membership. Tenant shall only be entitled to the benefit contained herein provided Tenant is not in default of any of its obligations under the Lease.

All other terms and conditions of the Lease remain in full force and effect.

It is expressly understood and agreed to by the Landlord and Tenant that the benefit provided for herein is for **the above lease term only**. Any renewal of the Lease shall not incorporate the benefit provided for herein, and any rent increase shall be based upon the orders of the Rent Guidelines Board (or otherwise provided by applicable law or regulation) and shall be made to the legal regulated rent as shown in paragraph 3 of the original Lease or the most recent lease renewal as applicable without regard to the benefit provided for in this Rider.

The Tenant and Landlord acknowledge that this agreement is fair and reasonable and is not the result of any fraud, duress, coercion, pressure, harassment or undue influence exercised by either party.

Rose Property Management Group LLC A/A/F RXR 2413 Third Owner LLC



3/22/2024
07:16 PM EDT

Yana Miroshnychenko (Resident/Co-Resident) Date



Signed by Jessica Miller
Sun Mar 24 2024 12:59:42 AM EDT
Key: 01F87EC6; IP Address: 206.225.30.19

(Owner/Agent) Date



3/23/2024
12:04 PM EDT

Ihor Miroshnychenko (Resident/Co-Resident) 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): **Yana Miroshnychenko and Ihor Miroshnychenko**

Subject Premises: **2413 Third Avenue #2007, Bronx, NY 10451**

Apt.#: **2007**

Date of vacancy lease: **March 22, 2024**

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:

Rose Property Management Group LLC A/A/F RXR 2413 Third Owner LLC

3/23/2024
12:14 PM EDT

Yana Miroshnychenko (Resident/Co-Resident) _____ Date

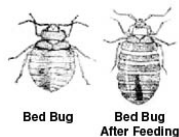


Signed by Jessica Miller
Sun Mar 24 2024 12:59:42 AM EDT
Key: 01F87EC6; IP Address: 206.225.30.19

(Owner/Agent) _____ Date

3/23/2024
12:04 PM EDT

Ihor Miroshnychenko (Resident/Co-Resident) _____ 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.

Yana Miroshnychenko

3/23/2024
12:15 PM EDT

Date

Ihor Miroshnychenko

3/23/2024
12:05 PM EDT

Date

Address: 2413 Third Avenue, Bronx, NY 10451

Apt # 2007

Date of Lease: March 22, 2024

RESIDENT(S):
Yana Miroshnychenko and Ihor Miroshnychenko

IMPORTANT NOTICE
ELECTRIC AND GAS
SERVICE

I hereby agree to make an application to open an account for electric and gas usage effective the earlier of the lease commencement date or occupancy date. Even if the electricity and gas is currently on in my apartment, I understand that I am personally responsible for and agree to reimburse the Owner for any electric and gas usage between the earlier of the lease commencement date or occupancy date, and the time it takes Consolidated Edison to activate the account.

READ, UNDERSTOOD AND ACKNOWLEDGED:

RESIDENT(S):



3/22/2024
07:16 PM EDT

Yana Miroshnychenko (Resident/Co-Resident)

Date



3/23/2024
12:05 PM EDT

Ihor Miroshnychenko (Resident/Co-Resident)

Date

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED MARCH 22, 2024 BETWEEN RXR 2413 THIRD OWNER LLC (OWNER/AGENT) AND YANA MIROSHNYCHENKO AND IHOR MIROSHNYCHENKO (TENANT) REGARDING APARTMENT 2007 IN THE PREMISES LOCATED AT 2413 THIRD AVENUE, BRONX, NY 10451. 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, Yana Miroshnychenko and Ihor Miroshnychenko (hereinafter "Tenant") has requested of RXR 2413 Thirld Owner LLC, the Owner of the premises known as and located at Maven, 2413 3RD AVE, Bronx, NY 10451, (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 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

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 Owner's 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.

Rose Property Management Group LLC A/A/F RXR 2413 Third Owner LLC



3/22/2024

07:17 PM EDT

Yana Miroshnychenko (Resident/Co-Resident)Date

Signed by Jessica Miller

Sun Mar 24 2024 12:59:42 AM EDT

Key: 01F87EC6; IP Address: 206.225.30.19

(Owner/Agent)Date



3/23/2024

12:05 PM EDT

Ihor Miroshnychenko (Resident/Co-Resident)Date

COVERAGE RIDER TO THE LEASE

Lease Rental Bond

Insurer: The Guarantors Agency, for and on behalf of The Hanover Insurance Company

Insured Information

Tenant Name: Yana Miroshnychenko and Ihor Miroshnychenko

Beneficiary Information

Landlord Name: RXR 2413 Third Owner LLC

Lease Information

Apartment: 2007
Lease Start Date: March 29, 2024
Monthly Rent: \$4,570.00

Street Address: 2413 Third Avenue
Expiration Date: May 31, 2025

WHEREAS, the Insurer and the Insured are parties to the above-referenced Lease Rental Bond; and

WHEREAS, the Tenant has (a) been approved by the Insurer and has entered into a General Agreement of Indemnity (“GAI”) with the Insurer, (b) paid the required Premium (as defined in the TPA) and (c) executed a Lease for the Premises with the Insured that includes the terms set forth above;

NOW, THEREFORE, in consideration of the terms and conditions set forth in the Lease Rental Bond and the GAI, the Tenant acknowledges the following:

- 1. I have been informed by the landlord that I do not meet the landlord’s qualification for approval of a lease.
- 2. I do understand that I will now qualify to enter into a lease, based upon my performance being guaranteed by TheGuarantors Lease Rental Bond and have purchased said bond for the term of the current lease.
- 3. I understand the Bond purchased is solely for the benefit of the Landlord and that I have no right to seek benefits from payments under the Lease Rental Bond.
- 4. I understand the Bond does not under any circumstances relieve me of my obligation to pay the full rent for the apartment and will not protect me from or prevent an eviction if I do not pay my rent.
- 5. I understand my obligations under the lease will remain the same including the rules and obligations in the lease.
- 6. I agree that if I renew the lease, I will use TheGuarantors Lease Rental Bond or someone that can act as a qualified guarantor unless I can qualify on my own merit. Such qualification is at the sole discretion of the landlord.
- 7. The Insured will need to renew the Lease Rental Bond unless otherwise determined by the Landlord, at least 30 days prior to the expiration of the Lease, as designated in the GAI.

Rose Property Management Group LLC A/A/F RXR 2413 Third Owner LLC



3/22/2024

07:17 PM EDT

Yana Miroshnychenko (Resident/Co-Resident)Date



Signed by Jessica Miller

Sun Mar 24 2024 12:59:42 AM EDT

Key: 01F87EC6; IP Address: 206.225.30.19

(Owner/Agent)Date



3/23/2024

12:05 PM EDT

Ihor Miroshnychenko (Resident/Co-Resident)Date

NEW YORK CITY APARTMENT BUILDING
EMERGENCY PREPAREDNESS GUIDE
BUILDING INFORMATION

BUILDING ADDRESS: 2413 Third Avenue, Bronx, NY 10451

BUILDING OWNER/REPRESENTATIVE:
Name: ROSE PROPERTY MANAGEMENT GROUP LLC A/A/F RXR 2413 Third Owner LLC
Address: 777 THIRD AVENUE, NEW YORK, NY 10017
Telephone: 212-210-6697

BUILDING INFORMATION:
Year of Construction: 2021

Type of Construction: ☐ Combustible ☒ Non-Combustible

Number of Floors: 27 Above Ground 1 Below Ground

Sprinkler System: ☒ Yes ☐ No
Sprinkler System Coverage: Dwelling Units: All Dwelling Units
Hallways: Hallways and Lobby
Stairwells: Stair A, Stair B, Stair C, Stair E, and Stair F
Compactor Chute: Compactor Chute next to Stair A/Stair B
Other: All Amenity Spaces

Fire Alarm: ☒ Yes ☒ Transmits Alarm to Fire Alarm Central Monitoring Station
☐ No

Location of Manual Pull Stations: (1) Manual Pull Station located at the Fire Alarm Control Panel

Emergency Voice Communication System: ☐ Yes ☒ No
Public Address System: ☒ Yes ☐ No

Location of Speakers: Stairwell
Hallway
Dwelling Units
Other: Amenity Spaces

Means of Egress: (e.g. Unenclosed/Enclosed Interior Stairs, Exterior Stairs, etc.)

Type of Egress	Identification	Location	Leads to
Enclosed Interior Scissor Stair	Stair A	South	Main Lobby
Enclosed Interior Scissor Stair	Stair B	South	Main Lobby or 3rd Avenue
Enclosed Interior Stair	Stair C	Parking Garage	Sidewalk then proceed to 3rd Avenue
Enclosed Interior Stair	Stair E	Parking Garage	Panhandle then proceed to 3rd Avenue
Enclosed Interior Stair	Stair F	North	Sidewalk then proceed to 3rd Avenue
Horizontal Egress	N/A	Lobby - Main Entrance	3rd Avenue
Horizontal Egress	N/A	Lobby - South Entrance	3rd Avenue
Horizontal Egress	N/A	Lobby - East Entrance	3rd Avenue

Other Information: ABC Fire Extinguishers are located throughout the building. Hardwired with battery backup. Combination Smoke / Carbon Monoxide Detectors are installed in each dwelling unit (will not notify FDNY). Hardwired Smoke / Carbon Monoxide Detectors in the hallways and elevator banks (will notify FDNY).

DATE PREPARED: 8/8/2023

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 **Maven** ("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.

Rose Property Management Group LLC A/A/F RXR 2413 Third Owner LLC



3/22/2024

07:18 PM EDT

Yana Miroshnychenko (Resident/Co-Resident)Date



Signed by Jessica Miller

Sun Mar 24 2024 12:59:42 AM EDT

Key: 01F87EC6; IP Address: 206.225.30.19

(Owner/Agent)Date



3/23/2024

12:05 PM EDT

Ihor Miroshnychenko (Resident/Co-Resident)Date

ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE DATED MARCH 22, 2024 BETWEEN RXR 2413 THIRD OWNER LLC OWNER AND YANA MIROSHNYCHENKO AND IHOR MIROSHNYCHENKO TENANT(S) REGARDING APARTMENT 2007 IN THE PREMISES LOCATED AT 2413 3RD AVE, BRONX, NY 10451. 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.

RENT CONCESSION RIDER

During the entirety of the Lease term, which expires on May 31, 2025, subject to any lawful adjustments, the rent shall remain \$4,570.00 per month. Owner has agreed to a one-time concession of \$6,325.00 to be given Tenant during the month of April 2024. A second one-time concession of \$4,750.00 will be given during the month of May 2024. A third one-time concession of \$4,750.00 will be given during the month of March 2025.

In the event that the subject apartment is no longer occupied by the tenant of record for any reason, including any subletting or assignment of the lease, this rent concession will be null and void. It is also understood that if any of the terms of the Lease are not fulfilled, or if Tenant is in arrears or otherwise in breach of the terms of the Lease, Tenant must reimburse Owner for the rent concession amount and/or the Owner Paid Commission paid to Tenant's broker.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

ACKNOWLEDGED, UNDERSTOOD AND AGREED:

Rose Property Management Group LLC A/A/F RXR 2413 Third Owner LLC



3/22/2024

07:21 PM EDT

Yana Miroshnychenko (Resident/Co-Resident)

Date

 Signed by Jessica Miller
Sun Mar 24 2024 12:59:42 AM EDT
Key: 01F87EC6; IP Address: 206.225.30.19

(Owner/Agent)

Date



3/23/2024

12:06 PM EDT

Ihor Miroshnychenko (Resident/Co-Resident)

Date

PROCEDURE FOR TENANTS REGARDING SUSPECTED GAS LEAKS

The law requires the owner of the premises to advise tenants that when they suspect that a gas leak has occurred, they 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: 1-800-752-6633
- 4. After completing items 1-3 contact your management company, building staff, or super to notify them of the suspected leak: **929-337-6161 option 1.**

Acknowledgement of receipt by the undersigned tenant(s) of record.



3/22/2024

07:22 PM EDT

Yana Miroshnychenko (Resident/Co-Resident)

Date



3/23/2024

12:06 PM EDT

Ihor Miroshnychenko (Resident/Co-Resident)

Date

PROCEDIMIENTO PARA LOS INQUILINOS CUANDO HAY SOSPECHA DE FUGA DE GAS

La ley requiere que el propietario de la casa o edificio informe a los inquilinos que cuando sospechan que se ha producido un escape de gas, deben tomar las siguientes medidas

- 1. Abra rápidamente las puertas y ventanas cercanas y salga del edificio inmediatamente; No intente localizar el escape de gas. No encienda o apague ningún electrodoméstico, no fume ni encienda fósforos ni encendedores, y no utilice un teléfono de la casa o un teléfono celular dentro del edificio;
- 2. Después de salir del edificio, a una distancia segura del edificio, llame al 911 inmediatamente para reportar sus sospechas;
- 3. Después de llamar al 911, llame al proveedor de servicio de gas para este edificio, de la siguiente manera:
Proveedor: Con Edison, Telefono: 1-800-752-6633
- 4. Después de completar los puntos 1-3, póngase en contacto con su compañía de gestión, el personal del edificio o super para notificarlos de la fuga sospechada: **929-337-6161 option 1.**

NOTIFICATION OF RIGHTS AND PROCEDURES

As a residential customer for electricity, you have certain rights assured by New York's Home Energy Fair Practices Act ("HEFPA") and the order issued by the New York State Public Service Commission on **August 21, 2023**, in **Case 22-E-0664**: Notice of Intent to Submeter Electricity at **2413 Third Avenue, Bronx, NY 10451**, Located in the Territory of Consolidated Edison Company of New York, Inc. (the "Submetering Order"). This notification is an overview of those rights and certain policies and procedures regarding the service and billing of your electricity.

The building at **2413 Third Avenue, Bronx, NY 10451** [when approved, only had existing address - a new address has been secured to separate retail from residential; new address is **2413 3RD AVE**], is a submetered facility. **RXR 2413 Third Owner LLC** (the "Owner") is the owner of this building. The administration of submetering is performed by an outside vendor as a third-party billing company under contract with the Owner to invoice residents for their monthly utility usage. Residents receive monthly bills from the Owner or its third-party billing company for their respective electricity usage, which amounts are payable to the Owner.

If you have any questions/complaints concerning your electricity bill, please contact the Owner through the Management Office by mail at **2413 3RD AVE, Bronx, NY 10451**. The Owner shall investigate and respond to you in writing within fifteen (15) days of the receipt of the complaint. As part of this response, you shall be advised of the disposition of the complaint and the reason therefore. Upon receiving this response, or at any time, you can also contact the Public Service Commission in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at (800) 342-3377 or (212) 417-2223, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at www.dps.ny.gov.

The electricity bills that you receive show the amount of kilowatt hours ("kWh") that you used. The bills you receive shall provide, in clear and understandable form and language, the charges for service. In no event will the total monthly charges (including any administrative charges) exceed the utility's (Consolidated Edison Company of New York, Inc.) direct metered residential rate. The Owner may terminate or disconnect service under certain conditions (i.e., nonpayment of electricity bills) pursuant to HEFPA.

You have the right to request messages on bills and notices in Spanish. To make such a request, contact the Owner. Usted tiene el derecho de solicitar informacion en facturas e informativos en Espanol. Para solicitar informacion en Espanol, por favor contacte a un representante marcando.

You may request balanced billing for the payment of electricity charges. This plan shall be designed to reduce fluctuations in customer bills due to seasonal patterns of consumption. Balanced billing divides your electricity costs into twelve (12) equal monthly payments. Periodically, the Owner will review and adjust the balanced billing amount as necessary. At the end of one (1) year, you shall be responsible to pay for any electricity costs in excess of your balanced billing amount paid. You may contact the Owner to discuss the details of this plan, if you are interested.

Your meter is read because it measures and records the actual amount of electricity you use; this enables an accurate bill to be sent to you. Making sure your electricity bills are accurate and correct is important to the Owner and to you. That is why every effort is made to read your meter regularly.

You may qualify for a rate reduction the equivalent of that which is provided by Con Edison to customers who are enrolled in its low-income program pursuant to its tariff (see P.S.C. No. 10 - Electricity, Leaf No. 388). If you receive benefits under Supplemental Security Income, 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 the Owner by telephone or in writing and we will work with you.

If you are having difficulty paying your electricity bill, please contact the Owner by telephone or in writing in order to arrange for a deferred payment agreement, whereby you may be able to pay the balance owed over a period of time. A deferred payment agreement is a written agreement for the payment of outstanding charges over a specific period of time, signed by both the submeterer and customer. If you can show financial need, the Owner can work with you to determine the length of the agreement and the amount of each monthly payment. You may not have to make a down payment, and installment payments may be as little as \$10.00 per month. The Owner will make reasonable efforts to help you find a way to pay your bill.

Regardless of your payment history relating to your electricity bills, your electricity service will be continued if your health or safety or the health or safety of someone living with you is threatened. When the Owner becomes aware of such hardship, the Owner can refer you to the Department of Social Services. Please notify the Owner if either of the following conditions exists:

- (a) Medical Emergencies.** You must provide a medical certificate from a doctor or local board of health.
- (b) Life Support Equipment.** You and/or those living with you suffer from a medical condition requiring electricity service to operate a life-sustaining device. You must provide a medical certificate from a doctor or local board of health.

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. To ensure that you receive all of the protections for which you are eligible, please contact the Owner and identify yourself.

You can also designate a third party as an additional contact to receive notices of past due balances. Every submeterer shall permit a residential customer to designate a third party to receive all notifications relating to disconnection of service or other credit actions sent to such residential customer, provided that the designated third party agrees in writing to receive such notices. The submeterer shall inform the third party that the authorization to receive such notices does not constitute acceptance of any liability on the third party for service provided to the customer. The submeterer shall promptly notify the residential customer of the refusal or cancellation of such authorization by the third party. If you are interested in Voluntary Third-Party Notice, notify the Owner with the party's contact information and written agreement of the third party to receive copies of all notifications relating to disconnection of service or other credit actions sent to you.

Please review the attached "Special Protections Registration Form" relating to some of the rights discussed above. Although you are not required to do so, please fill it out if you qualify for any special protection described on the form. You may return the completed form to the Owner.

SPECIAL PROTECTIONS
REGISTRATION FORM

Please complete this form if any of the following applies. Return this form to:

Management Office
2413 3RD AVE
Bronx, NY 10451

ACCOUNT INFORMATION

(Be sure to complete before mailing

Name	
Address	Apartment
Town/City	Zip
Telephone # Daytime	Evening
Account Number (as shown on bill)	

I would like to be considered for Special Protections.

In my household (Check):

- ☐ Unit occupant is 62 years of age or over, and any and all persons residing therewith are either 62 years of age or under 18 years of age.
- ☐ Unit occupant is blind (Legally or Medically)
- ☐ Unit occupant has a permanent disability
- ☐ Unit occupant has a Medical Hardship (type):
- ☐ Unit occupant has a Life Support Hardship (type):

I receive government assistance.

- ☐ I receive Public Assistance (PA). My case number is:
- ☐ I receive Supplemental Security Income (SSI). Note: SSI benefits are not the same as Social Security Retirement Benefits. My Social Security Number (optional) is:

Please send me more information about:

- ☐ Balanced billing
- ☐ I receive Supplemental Security Income (SSI). Note: SSI benefits are not the same as Social Security Retirement Benefits. My Social Security Number (optional) is:

To Be Completed by Third Party

Please let me know if this customer's bill is overdue. As a "caregiver," I understand that I am not responsible for payment of this bill.

Caregiver/Agency	
Address	Apartment
Town/City	Zip
Telephone # Daytime	Evening

(Designee Signature)

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, **RXR 2413 Third Owner LLC** (owner or representative name in print), 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.

Rose Property Management Group LLC A/A/F RXR 2413 Third Owner LLC



Signed by Jessica Miller
Sun Mar 24 2024 12:59:42 AM EDT
Key: 01F87EC6; IP Address: 206.225.30.19

(Owner/Agent)

Date

What Every Tenant 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
- Place food in sealed containers, keep counters and sinks clean, and get rid of clutter such as newspapers and paper bags
- Use garbage cans with tight-fitting lids
- Take garbage and recycling out every day, and tie up garbage bags before putting them in compactor chutes
- Avoid using pesticides and chemicals with strong smells (e.g., cleaning products, air fresheners, etc.)
- Tell landlords right away if there are pests, water leaks, or holes or cracks in the walls and floors
- Let building staff into homes to make any needed repairs
- 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 handout.

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

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 nyc.gov/health

 "healthy neighborhoods"

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 tenant 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, and seal off doorways, ventilation ducts and other openings securely with plastic sheeting.
 - ✓ Gently spray the moldy area with soap or detergent and water before cleaning to limit the spread of dust.
 - ✓ Clean the work area with wet mops or HEPA vacuums before work starts, at the end of each day and after all repair work is completed.
 - ✓ Dry the cleaned area completely.
 - ✓ 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** hire a New York State Department of Labor–licensed mold assessor and remediator. Per New York City Administrative Code section 24-154 and New York State Labor Law Article 32, assessors and remediators must submit paperwork to the New York City Department of Environmental Protection.
- 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**.

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 nyc.gov/health

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WINDOW GUARDS REQUIRED

LEASE NOTICE TO TENANT

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

Your landlord (the owner or managing agent) is required by law to install window guards in your apartment:

- if a child 10 years of age or younger lives in your apartment, or
- if you ask them to install window guards at any time (you do not need to give a reason).

It is a violation of law to refuse, interfere with installation or remove window guards where required, or to fail to complete and return this form to your landlord. If this form is not returned promptly, an inspection by the landlord will follow.

Check one:

- ☒ 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.

Tenant's Name: **Yana Miroshnychenko and Ihor Miroshnychenko**

Tenant's Address: **2413 Third Avenue, Bronx, NY 10451**

Apartment Number: **2007**



3/22/2024

07:27 PM EDT

Yana Miroshnychenko (Resident/Co-Resident)

Date



3/23/2024

12:06 PM EDT

Ihor Miroshnychenko (Resident/Co-Resident)

Date

Return this form to:

Name of landlord (owner or managing agent): **RXR 2413 Third Owner LLC**

Address of landlord (owner or managing agent): **777 THIRD AVENUE-6TH FLOOR, NEW YORK, NY 10017**

For further information, call **311** and ask about window falls prevention.

*Except windows giving access to fire escapes or windows on the first floor that are required means of egress from the dwelling unit

Se requiere la instalación de rejas en las ventanas

Aviso de alquiler a los inquilinos

Usted está obligado por ley a hacer instalar rejas en todas las ventanas* si un niño de 10 años de edad, o menor, vive en su apartamento.

Su casero (dueño o agente que administra el inmueble) está obligado por ley a instalar rejas en las ventanas de su apartamento si:

- un niño de 10 años de edad, o menor, vive en su apartamento; o si
- usted le solicita en cualquier oportunidad que instale rejas en las ventanas (no necesita dar una explicación).

Constituye una infracción de la ley negarse, interferir con la instalación, o retirar las rejas de las ventanas cuando se requiere tenerlas, o no completar y entregar este formulario a su casero. Si este formulario no es devuelto oportunamente, se procederá a realizar una inspección por parte del casero.

Seleccione una:

- ☒ Niños de 10 años de edad o menores viven en mi apartamento.
- ☐ Ningún niño de 10 años de edad o menor vive en mi apartamento.
- ☐ Deseo que se instalen rejas a pesar de que ningún niño de 10 años o menor vive en mi apartamento.

Nombre del inquilino: Yana Miroshnychenko and Ihor Miroshnychenko

Dirección del inquilino: 2413 Third Avenue, Bronx, NY 10451 Número de apartamento: 2007

Firma del inquilino: _____ Fecha: _____

Entregarle esta forma a:

Nombre del casero (dueño o agente que administra el inmueble): RXR 2413 Third Owner LLC

Dirección del casero (dueño o agente que administra el inmueble): 777 THIRD AVENUE-6TH FLOOR, NEW YORK, NY 10017

Para más información, llame al 311 y pregunte sobre cómo prevenir caídas de ventanas

*Con excepción de las ventanas que den acceso a las salidas de incendios o las ventanas del primer piso que constituyan un medio obligatorio de salida de la vivienda.

OCCUPANCY RIDER

Occupancy Rider to Lease Agreement

2413 Third Avenue, Apartment #2007, Bronx, NY 10451

The only people who may reside in the Apartment are: **Yana Miroshnychenko and Ihor Miroshnychenko**

1. named Tenants on the lease ("Tenants"); **Yana Miroshnychenko and Ihor Miroshnychenko**

Tenant(s) warrant and represent that no one apart from the following individuals occupy the Apartment and have done so from the inception of the lease.

Name of Additional Occupants	Relationship to Tenant	Date of Birth
Yana Miroshnychenko	Self	6/16/1987
Ihor Miroshnychenko	Self	2/20/1976

The inclusion of the above named additional residents in this document shall at no time represent an Owner/Tenant relationship between said resident and Owner.

ACKNOWLEDGED, UNDERSTOOD AND AGREED:

Rose Property Management Group LLC A/A/F RXR 2413 Third Owner LLC



3/22/2024

07:28 PM EDT

Yana Miroshnychenko (Resident/Co-Resident)Date



Signed by Jessica Miller

Sun Mar 24 2024 12:59:42 AM EDT

Key: 01F87EC6; IP Address: 206.225.30.19

(Owner/Agent)Date



3/23/2024

12:07 PM EDT

Ihor Miroshnychenko (Resident/Co-Resident)Date

ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE DATED MARCH 22, 2024 BETWEEN RXR 2413 THIRD OWNER LLC (LANDLORD) AND YANA MIROSHNYCHENKO AND IHOR MIROSHNYCHENKO (TENANT) REGARDING APARTMENT 2007 IN THE PREMISES LOCATED AT 2413 Third Avenue, Bronx, NY 10451. 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.

PERMISSION TO HARBOR PET

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 TENANT(S) OCCUPYING WITHOUT PETS

- 1. I hereby represent that I 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 a \$500.00 penalty in addition to all other 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.

Rose Property Management Group LLC A/A/F RXR 2413 Third Owner LLC



3/22/2024
07:28 PM EDT



Signed by Jessica Miller
Sun Mar 24 2024 12:59:42 AM EDT
Key: 01F87EC6; IP Address: 206.225.30.19

Yana Miroshnychenko (Resident/Co-Resident)

Date

(Owner/Agent)

Date



3/23/2024
12:07 PM EDT

Ihor Miroshnychenko (Resident/Co-Resident)

Date

B. FOR TENANT(S) REQUESTING PERMISSION TO HAVE A PET

- 1. I hereby request the Owner's consent to harbor a pet in the Apartment.
- 2. I hereby represent 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 a \$500.00 penalty in addition to all other 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.
- 4. \$50.00 per pet, per month

Description of Pet(s) (This information must be filled out by the Tenant)

No pets has 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 Health Club, Health 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 without Owner's written consent.
- d. Subject to Owner's prior approval, Tenant may keep one (1) dog (up to 40 lbs) OR two (2) small (under 25 lbs each) dog, at full growth, or one cat in the apartment. For Three Bedroom Apartments Only: Tenant may keep one (1) dog (up to 100 lbs) OR two (2) dogs (combined weight up to 100 lbs), at full growth, or one cat in the apartment. TENANT MUST PROVIDE PHOTOGRAPH OF PET(S) 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 Akbash, Akita/Akita mu, American Bulldog, Anatolian Shepherd, Bandog/Bandogge, Beauceron (a.k.a. Berger de Beauce, Bas Rouge, Beauce Shepherd, Red Stocking dog), Belgian Shepherd (a.k.a. Belgian Sheep Dog, Malinois, Tervuren, Laekenois, Groenendael), Black Russian Terrier (a.k.a. Russian Bear Schnauzer, Black Terrier, Tchiomy Terrier, Chomyi), Boerboel, Briard, Bully Kutta/Bully Cutha/Bohli Kufta (a.k.a. PBK.), Cane Corso (a.k.a. Italian Mastiff), Catahoula Leopard Dog (and all Catahoula breeds), Chinese Shar Pei (a.k.a Chinese Fighting Dog), Chow-Chow, Doberman Pinscher, Dogo Argentin, Dogue De Bordeaux (a.k.a. Bordeaux Bulldog, French Mastiff), Fila Brasileiro, German Shepherd, Great Dane, Great Pyranees (a.k.a., Pyranees Mountain Dog), Gull Dong (Gull Terr, Bully Gull Terr), Husky (a.k.a. Siberian Husky), Jindo/Chindo, Kangal, Kuchi/Koochee, Kuvasz,



Malamute, Mastiffs, Pit Bull (including Pit Bull Terriers, American Pit Bull Terrier, any Staffordshire Terrier or Bull Terrier), Perro de Presa Mallorquin, Presa Canario (a.k.a. Canary Dogs), Rhodesian Ridgeback (a.k.a. Lion Dog, African Lion Hound), Rottweiler, St. Bernard, Tosa Inn (a.k.a. Tosa Ken, Japanese Tosa, Japanese Mastiff), Wolf, Wolf-Dog Hybrids (including all wolf-like breeds), 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.** Tenant(s) shall further agree to pay a Pet Deposit of **\$0.00** that will be returned to Tenant(s) at the end of the lease. The Landlord may deduct money from said deposit if there are damages to the property. If there are damages in excess of the **\$0.00**, Tenant(s) is/are responsible for those expenses.

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.

New York City Recycling Notice

Lease/Commencement of Occupancy Notice for
Complying with NYC Residential Recycling Requirements

New York City has a mandatory residential recycling program that requires all residents to source-separate designated materials from their waste in their homes for recycling collection by the NYC Department of Sanitation.

Residents are required to keep the following designated materials separate from regular garbage and discard them according to building management instructions in properly labeled recycling receptacles. (For more info on what to recycle, call 311 or visit www.nyc.gov/recycle.)

What to Recycle

- **paper & cardboard:** newspapers, magazines, catalogs, white and colored paper (staples OK), mail and envelopes (window envelopes OK), paper bags, wrapping paper, soft-cover books (paperbacks, comics, etc.; no spiral bindings), cardboard egg cartons and trays, smooth cardboard (food and shoes boxes, tubes, file folders, cardboard from product packaging), corrugated cardboard boxes
- **beverage cartons, bottles, cans, metal & foil (emptied and rinsed):** milk cartons & juice boxes (or any such cartons and aseptic packaging for drinks: ice tea, soy milk, soup, etc.), plastic bottles & jugs, glass bottles & jars, metal cans (soup, pet food, empty aerosol cans, dried-out paint cans, etc.), aluminum foil wrap & trays, household metal (wire hangers, pots, tools, curtain rods, small appliances that are mostly metal, etc.), bulk metal (large metal items, such as furniture, cabinets, large appliances, etc.)

Building Recycling Procedures

This building has established the following procedures for handling designated recyclables that apply to all residents, housekeepers, guests, subtenants, homecare workers, and other visitors:

Compactor rooms are located on each floor for recyclables. Please contact the front desk to discard bulk items.

Renters Insurance Penalty Rider

RIDER ATTACHED AND FORMING A PART OF THE LEASE DATED MARCH 22, 2024 BETWEEN RXR 2413 Third Owner LLC (OWNER/AGENT) AND YANA MIROSHNYCHENKO AND IHOR MIROSHNYCHENKO (TENANT) REGARDING APARTMENT NUMBER 2007 IN THE PREMISES LOCATED AT 2413 3RD AVE, BRONX, NY 10451. 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.

Tenant understands that as a condition of the Lease, all tenants are obligated to procure and maintain a renters insurance policy satisfying the requirements of **Section 32, page 8 and 421-A Rider to Lease Agreement, Section 113, page 22** of the Lease. You have the obligation to furnish appropriate documentation, demonstrating that you have procured and continue to maintain an appropriate renters insurance policy. Landlord uses a third-party service provider to verify and monitor renters insurance policies, you must provide relevant materials to the third-party service provider, and upon request to the Landlord.

If you fail to procure appropriate coverage, you shall be subject to a penalty of **fifteen dollars (\$15.00)** per month to be added to your rent payment. Such penalty shall be assessed to Tenant for failure to procure or maintain appropriate renters insurance by the first (1st) of the month immediately preceding the assessment; where Tenant is moving-in, such penalty shall be assessed if Tenant fails to present appropriate proof at or prior to move-in. This penalty does not represent or act as a liquidated damages clause and Landlord preserves all rights and claims in connection with any breach of this Lease. Further, payment of such penalty shall not constitute insurance or be a substitute thereof.

[All penalties shall be refundable on a pro rata basis upon presentation of appropriate proof that Tenant procured and maintained renters insurance coverage satisfying Tenant's lease obligations for the period for which the penalty was assessed. Such pro rata refund shall be provided either by a direct refund to Tenant or the equivalent credits towards rent payments, such election shall be in the sole discretion of Landlord.]

Tenant acknowledges and understands that Landlord may procure independent insurance to indemnify, protect, and insure Landlord in connection to potential loss related to Tenant's occupancy of the leased unit. Tenant understands that such insurance, if procured by Landlord, is for the exclusive benefit of the Landlord and is not a substitute for Tenant's personal renters insurance needs nor satisfies Tenant's obligations under the Lease. If Landlord submits a claim and the third-party insurer renders payment, the Landlord's rights and recourses shall be subrogated to the third-party insurer and Tenant may be liable to the third-party insurer.

ACKNOWLEDGED, UNDERSTOOD AND AGREED:

Rose Property Management Group LLC A/A/F RXR 2413 Third Owner LLC



3/23/2024
12:15 PM EDT

Yana Miroshnychenko (Resident/Co-Resident)

Date



Signed by Jessica Miller
Sun Mar 24 2024 12:59:42 AM EDT
Key: 01F87EC6; IP Address: 206.225.30.19

(Owner/Agent)

Date



3/23/2024
12:07 PM EDT

Ihor Miroshnychenko (Resident/Co-Resident)

Date

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED MARCH 22, 2024 BETWEEN RXR 2413 THIRD OWNER LLC OWNER/AGENT AND YANA MIROSHNYCHENKO AND IHOR MIROSHNYCHENKO TENANT(S) REGARDING APARTMENT 2007 IN THE PREMISES LOCATED AT 2413 THIRD AVENUE, BRONX, NY 10451. 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.

SECURITY DEPOSIT RIDER

This will confirm that Tenant has been offered the option of addressing the security deposit obligation under the lease, by purchasing a security deposit policy from TheGuarantors. Tenant is under no obligation to elect this option, and may elect, instead, to post one month's security deposit. The decision rests solely with Tenant. If Tenant elects the TheGuarantors option, Tenant's premium shall be paid to TheGuarantors and its relationship pertaining to the policy shall be solely with TheGuarantors, and not with Owner. If Tenant elects the TheGuarantors option for the lease term, but for a subsequent lease term Tenant elects to post a security deposit instead, the amount of deposit then due shall be the equivalent of one month's rent as applicable for that lease term.

Rose Property Management Group LLC A/A/F RXR 2413 Third Owner LLC



3/22/2024
07:29 PM EDT

Yana Miroshnychenko (Resident/Co-Resident)

Date



Signed by Jessica Miller
Sun Mar 24 2024 12:59:42 AM EDT
Key: 01F87EC6; IP Address: 206.225.30.19

(Owner/Agent)

Date



3/23/2024
12:07 PM EDT

Ihor Miroshnychenko (Resident/Co-Resident)

Date

SMART LOCK ADDENDUM

This document is an addendum to and forms a part of the Lease Agreement dated **March 29, 2024** between **RXR 2413 Third Owner LLC** (Owner) and **Yana Miroshnychenko and Ihor Miroshnychenko** (Residents) for unit **2007** located at **2413 Third Avenue, Bronx, NY 10451**

Owner anticipates providing technology and devices to enable Resident to have a Smart Lock for the entry to the apartment. Because this is new a technology and changes to technology and its functionality, this technology and devices utilized to provide Smart Lock entry can be fluid, on- going, and/or discontinued. It is anticipated that the devices and technology for Smart Lock entry will be provided by a third-party provider or providers that are not owned or controlled by the Landlord.

- 1. Third-Party Provider. This Addendum shall provide authority for Owner to utilize a third-party provider (Saffire) for Smart Lock technology and devices. Resident (for itself, its guests, service personnel, occupants, and other similar individuals of Resident) consents and agrees to the installation, use and maintenance of this Smart Lock Technology and Devices (hereinafter Amenity). It is acknowledged and agreed Owner may determine to change providers at any time for any reason. Owner reserves this right to change or discontinue the use of Smart Lock technology or this Amenity and any such discontinuance or change shall not and cannot be considered a reduction in services provided that Resident has a means or method to securely lock and access the apartment.
- 2. Upgrade Consent. Resident consents to upgrades of the Amenity either directly or remotely by Owner or third-party provider. Resident consents to access to the Amenity to upgrade or service same and such consent is expressly given to both Owner and to third-party providers.
- 3. Resident Information and Data. Resident consents to Owner providing to the third-party provider of the Amenity data (including, without limitation, certain personally identifiable data) concerning Resident. Resident also consents to third-party provider's collection, control, maintenance, storage, processing and transmittal of such Resident information and data for purposes consistent with providing the Amenity to Resident. Resident agrees to and acknowledges
- 4. that management of information or data collected will be subject to the Privacy Policy and/or Procedures of the third- party provider. Owner shall provide to Resident any documentation or information deemed necessary by Owner as to the name and address or other pertinent information related to third-party provider. Resident acknowledges receipt of such information, and that Resident has had opportunity to review the Privacy Policy and that Resident fully accepts all of the terms thereof.
- 5. Owner's Obligations. Except as provided for or limited by applicable law, Owner, shall not be liable for any failures of Smart Lock or any part of the Amenity. Owner shall not be liable for any damages (actual, consequential or otherwise) related to the use, inability to use, failure, suspension, or any other related issues the Amenity, nor shall Resident be entitled to any rent reduction or credit for any failures of smart lock technology during the term of the Lease or any extension thereof. It is acknowledged and agreed that Owner does not represent or warrant that Amenity works, will always work, or will work as anticipated. Owner's sole responsibly shall be to work as a conduit for resolution of any problems with the Amenity.
- 6. Hold Harmless. Owner shall not be responsible for any damages or costs incurred by Resident resulting from the Amenity, the use or the failure thereof. Nor shall Owner be responsible for any damages to Resident due to any acts or omission of third-party provider. Resident shall hold Owner harmless for any damages related in any way to third-party provider or the Amenity.
- 7. Equipment Damage. Resident is responsible to notify owner within 30 days of occupying the apartment of any default of damaged smart lock equipment. Resident will be responsible for reimbursing the Owner for replacement costs of any damage incurred to equipment beyond that of normal wear-and-tear during the occupancy of the apartment.

Rose Property Management Group LLC A/A/F RXR 2413 Third Owner LLC



3/22/2024
07:29 PM EDT

Yana Miroshnychenko (Resident/Co-Resident)

Date



Signed by Jessica Miller
Sun Mar 24 2024 12:59:42 AM EDT
Key: 01F87EC6; IP Address: 206.225.30.19

(Owner/Agent)

Date



3/23/2024
12:07 PM EDT

Ihor Miroshnychenko (Resident/Co-Resident)

Date

RIDER ATTACHED TO AND FORMING PART OF LEASE DATED MARCH 22, 2024 BETWEEN RXR 2413 THIRD OWNER LLC ("OWNER/AGENT") AND YANA MIROSHNYCHENKO AND IHOR MIROSHNYCHENKO ("TENANT") OF APARTMENT 2007 IN THE BUILDING LOCATED AT 2413 3RD AVE, BRONX, NY 10451. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THIS RIDER AND THE LEASE TO WHICH IT IS ATTACHED, THIS RIDER SHALL GOVERN AND CONTROL. 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 UNDER THE LEASE.

SMOKE FREE RIDER

Tenant acknowledges and agrees that smoking is strictly prohibited anywhere in the Building including in the Tenant's Apartment, in the common areas including, but not limited to, in the hallways, amenity spaces, on terraces both public and private or anywhere else in the Building. Tenant represents that neither Tenant nor any of Tenant's guests will smoke in the Apartment or anywhere else in the Building. Tenant further agrees to indemnify and hold the Landlord harmless from any claims resulting from Tenant's breach of this provision and agrees that, in that event, Landlord has the absolute right to take action to recover possession of the Apartment and to recover from Tenant for any damages sustained and any of the costs incurred in connection with such breach.

Rose Property Management Group LLC A/A/F RXR 2413 Third Owner LLC



3/22/2024
07:32 PM EDT

Yana Miroshnychenko (Resident/Co-Resident)

Date



Signed by Jessica Miller
Sun Mar 24 2024 12:59:43 AM EDT
Key: 01F87EC6; IP Address: 206.225.30.19

(Owner/Agent)

Date



3/23/2024
12:08 PM EDT

Ihor Miroshnychenko (Resident/Co-Resident)

Date

POLICY ON SMOKING FOR RESIDENTIAL BUILDING

Building/Property Address: 2413 3RD AVE, Bronx, NY 10451

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 (check all boxes that apply). 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 intake 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. 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.

Rose Property Management Group LLC A/A/F RXR 2413 Third Owner LLC

 3/22/2024 07:32 PM EDT

Yana Miroshnychenko (Resident/Co-Resident) Date

 Signed by Jessica Miller Sun Mar 24 2024 12:59:43 AM EDT Key: 01F87EC6; IP Address: 206.225.30.19

(Owner/Agent) Date

 3/23/2024 12:08 PM EDT

Ihor Miroshnychenko (Resident/Co-Resident) Date

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.

CHECK ONE:

- A. The last date on which the Sprinkler System was maintained and inspected was on SEE BELOW ***

Acknowledgment & Signatures:

Rose Property Management Group LLC A/A/F RXR 2413 Third Owner LLC

(Owner/Agent)

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 March 29, 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.



3/22/2024

07:33 PM EDT

Yana Miroshnychenko (Resident/Co-Resident)Date



3/23/2024

12:09 PM EDT

Ihor Miroshnychenko (Resident/Co-Resident)Date

Print Name, Address, and Apartment Number:
Yana Miroshnychenko and Ihor Miroshnychenko
2413 Third Avenue #2007, Bronx, NY 10451

Return this form to (Owner address):
777 THIRD AVENUE-6TH FLOOR, NEW YORK, NY 10017

RIDER TO LEASE: SUBMETERING

2413 3RD AVE, Bronx, NY 10451

1. Consolidated Edison Company of New York, Inc. ("Con Edison") or another local utility, energy services company, and/or local distributed energy resource(s) (individually or collectively, the "Distribution Utility") provides electricity to the building located at 2413 Third Avenue, Bronx, New York 10451 (the "Building").
2. You, the tenant ("you" and "your"), acknowledge that, on 8/21/2023, in Case 22-E-0664: Petition of RXR 2413 Third Owner LLC to Submeter Electricity at 2413 Third Avenue, Bronx, NY 10451, Located in the Territory of Consolidated Edison Company of New York, Inc. ("Con Edison"), the New York State Public Service Commission ("PSC") approved the Building to submeter electricity to the Building's residential units (individually, the "Unit" in which you reside and collectively, the "Units"). You further acknowledge that you will be required to pay RXR 2413 Third Owner LLC (the "Submeterer"), the owner of the Building, for the use of electricity at your Unit on the basis of a separate submetered charge that will be billed to you by the Owner, its managing agent, or its third-party billing company on a monthly basis.
3. In the event of non-payment of electric charges, the Submeterer shall afford you all notices and protections available pursuant to the Home Energy Fair Practices Act ("HEFPA") before any action(s) based on such non-payment, including, but not limited to, termination of service, is commenced. Initial:  
4. The Con Edison Service Classification No. 1 rate for direct metered service will be used to calculate submetered electric bills for individual residents. Specifically, your kilowatt hour ("kWh") usage will be multiplied by the Con Edison Service Classification SC-1 rate for a billing period, plus applicable taxes.

The Con Edison Service Classification No. 1 rate is a combination of various items, including, but not limited to:

- Basic Customer 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 separate components, including market supply, monthly adjustment, and delivery (transmission and distribution).
- Systems Benefit Charge ("SBC"): This is an additional charge per kWh.
- Fuel Adjustment: The sum of Market Supply Charge ("MSC") and Monthly Adjustment Charge ("MAC") adjustment factors.

The following is a nonexclusive example of the formula that will be used to calculate Your electricity charges based on the current Con Edison Service Classification No. 1 rate and a monthly use of 250 kWh:

Type of Charge	Calculation	Total
Basic Charge		\$YY.YY
kWh	.XXXXX times 250 kWh	\$YY.YY
SBC	.XXXXX times 250 kWh	\$ Y.YY
Fuel Adjustment Charge	.XXXXX times 250 kWh	\$ Y.YY
Subtotal		\$YY.YY
Utility Tax	.XXXXX times Subtotal YY.YY	\$ Y.YY
New Subtotal		\$YY.YY
Sales Tax	New Subtotal YY.YY times .045000	\$ T.TT
	New Subtotal YY.YY plus T.TT	\$ZZ.ZZ
Total Tenant Cost		\$ZZ.ZZ

All Con Edison rates by classification are available on its website (www.coned.com) under "Rates and Tariffs." The applicable electric rates and tariffs are listed under the heading "P.S.C. No. 10 – Electricity."

In no event will the total rate for a billing period (including any monthly administrative charge but excluding sales tax) exceed the rates and charges of the distribution utility for delivery and commodity in that billing period to similarly-situated, direct-metered residential customers (see 16 NYCRR§ 96.1 [i]).

The Submeterer or its third-party billing company will read the meters and process a bill based on your actual consumption. The meter reading data and billing calculations will be documented and maintained for a 6-year period for each unit (see 16 NYCRR§ 96.6 [j]).

5. If you have a question or complaint about your electric bill, the following protocol will be followed: please contact the Submeter by telephone at (718) 691-0196 or mail at RXR 2413 Third Owner LLC. The Submeterer or its third-party billing company shall investigate and respond to you in writing within 15 days of the receipt of the complaint. As part of this response, you shall be advised of the disposition of the complaint and the reason therefore. Upon receiving this response,

or at any time, you can also contact the Public Service Commission in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at (800) 342-3377, facsimile at (212) 417-2223, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at www.dps.ny.gov.

6. 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 through the Department of Public Service. The nearest PSC office is at: NYS Public Service Commission, 90 Church Street, New York, New York 10007. The PSC can also be contacted by telephone at (800) 342-3377, by facsimile at (212) 417-2234, or via the Internet at www.dps.ny.gov. You may contact the PSC at any time if you are dissatisfied regarding the Submeterer's response to your complaint or at any time regarding submetered service.
 7. You agree that the Submeterer, its agents and employees, and any other persons authorized by the Submeterer may enter the Unit during reasonable hours and with reasonable notice, in order to inspect, repair, test, replace, or access the electrical installations, including the submeter, serving the Unit. Such access may include, and is not limited to, taking such action(s) as may be necessary to terminate service to the Unit for nonpayment of electric charges. Reasonable times are weekdays from 8:30AM-7:00PM and weekends and/or holidays from 10:00AM-7:00PM. An oral demand for access shall be sufficient; written notice shall not be required. Notice shall be deemed sufficient upon delivery, but in no event shall notice be deemed insufficient if notice is at least 24 hours prior to the Submeterer's desired time of entry. If, at any time, the Submeterer requires entry to the Unit due to an emergency condition where, in Submeterer's sole discretion, prior notice of entry is not feasible, or where such entry is required under the Lease or allowed by law, if you are not personally present to permit the Submeterer or the Submeterer's representative to enter the Unit, the Submeterer may enter the Unit absent prior notice to you, and in the event you have failed to deliver a copy of the key to the Submeterer or the Submeterer's agent, the Submeterer may enter the Unit absent prior notice and by force if necessary. The Submeterer shall have the right to remove any lock installed by you, with such removal being at your sole cost, and the Submeterer will not be responsible to you for any damage that results. Initial:  
 8. You may request budgeted billing for your electric charges. Budgeted billing divides your electric costs into equal monthly payments. Periodically, the Submeterer or its third-party billing company will review your budget billing amount for conformity with actual billings and may adjust such monthly amount, as necessary. After those reviews, you may be responsible to pay for any electricity costs in excess of the budget billing amount(s) you previously paid. If you have overpaid, a credit will be issued to your account. You may contact the Submeterer to discuss the details of a budget billing plan.
 9. If you have difficulty paying you electric bill(s), you may contact the Submeterer 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 Submeterer can work with you to determine the length of the agreement, whether you have to make a down payment, and the amount of each monthly payment.
 10. Regardless of your payment history relating to your electric bills, your electricity service will be continued if your health or safety or the health or safety of any other resident is threatened. Specifically, please notify the Submeterer if either of the following conditions exist:
 - (a) **Medical Emergencies.** You must provide a medical certificate from a doctor or local board of health establishing that you and/or a resident living with you are suffering from a medical emergency.
 - (b) **Life Support Equipment.** You must provide a medical certificate from a doctor or local board of health establishing that you and/or a resident living with you are suffering from a medical condition requiring electricity service to operate a life-sustaining device.
- When the Submeterer becomes aware of any such hardship, the Submeterer can refer you to the local Department of Social Services.
11. Special protections may be available if you and those living with you are age eighteen (18) or younger or sixty-two (62) or older, blind, or disabled. If you are age sixty-two (62) or older, you may be eligible for quarterly billing for your electrical charges.
 12. You may designate a third party as an additional contact to receive notices of past due balances for your electrical charges, notifications relating to the disconnection of service, or other credit actions.
 13. If the Submeterer's actions lead to a submetering refund, the same will be credited to you provided that the Submeterer has your contact information.
 14. You agree that at all times the use of electricity in the Unit shall never exceed the capacity of existing feeders to the Building or the risers, wiring, or electrical installations serving the Unit. You shall not make any alterations, modifications, or additions to the electrical installations serving the Unit, including the Unit's submeter. Initial:  

15. The Submeterer shall have the right to suspend electric service to the Unit when necessary by reason of accident or for repairs, alterations, replacements, or improvements necessary or desirable in the Submeterer's judgment for as long as may be reasonably required by reason thereof, and the Submeterer shall not incur any liability for any damage or loss sustained by you or any other occupant of the Unit as a result of such suspension. The Submeterer 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 Unit 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 Distribution Utility serving the Building or for any reason or circumstances beyond the Submeterer's control. 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 Unit. Initial:  
16. If the Submeterer or its third-party billing company fails to deliver a bill to you for the use of electricity at the Unit for any given billing period, then such failure shall not prejudice or impair the Submeterer's right to subsequently deliver or cause its third-party billing company to deliver such a bill to you, nor shall any such failure relieve or excuse you from having to pay such bill, except as may otherwise be provided by applicable law.
17. IT IS A SUBSTANTIAL AND MATERIAL DEFAULT OF YOUR COVENANTS AND OBLIGATIONS UNDER THE LEASE IF, AFTER A COMPLAINT IS SATISFACTORILY RESOLVED IN ACCORDANCE WITH THE RIGHTS AFFORDED BY HEFPA, YOU REFUSE TO PAY THE ELECTRICAL CHARGES. ACCORDINGLY, THE SUBMETERER SHALL BE ENTITLED TO EXERCISE ALL RIGHTS AND REMEDIES AT LAW OR IN EQUITY. Initial:  

ACKNOWLEDGED, UNDERSTOOD, AND AGREED:

Rose Property Management Group LLC A/A/F RXR 2413 Third Owner LLC



3/22/2024
07:35 PM EDT

Yana Miroshnychenko (Resident/Co-Resident)

Date



Signed by Jessica Miller
Sun Mar 24 2024 12:59:43 AM EDT
Key: 01F87EC6; IP Address: 206.225.30.19

(Owner/Agent)

Date



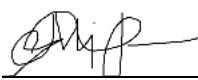
3/23/2024
12:10 PM EDT

Ihor Miroshnychenko (Resident/Co-Resident)

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. Yana Miroshnychenko		
	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. 2413 Third Avenue #2007	Requester's name and address (optional) RXR 2413 Third Owner LLC	
	6 City, state, and ZIP code Bronx, New York 10451		
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.												
Social security number <table><tr><td>6</td><td>6</td><td>5</td><td>9</td><td>9</td><td>3</td><td>3</td><td>0</td><td>1</td></tr></table> or Employer identification number <table><tr><td></td><td></td></tr></table>		6	6	5	9	9	3	3	0	1		
6	6	5	9	9	3	3	0	1				

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  3/22/2024 07:36 PM EDT Date Yana Miroshnychenko (Signature of U.S. Person)	

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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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.
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	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.)
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Sign Here



3/23/2024

12:10 PM EDT

Ihor Miroshnychenko (Signature of U.S. Person)Date

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WASHER DRYER RIDER

To the extent, if any, that the terms of this Rider and the Lease conflict, the terms of this Rider shall prevail.

Tenant(s) has been advised that the Apartment being leased contains a stacked washer dryer unit ("W/D"). Related to this Apartment amenity, Tenant(s) understand that use of the W/D is governed by this special Lease Rider.

Tenant(s) will only use the equipment in accordance with the manufacturer's instruction manual which has been provided with the equipment. Tenant(s) agrees to familiarize any apartment occupants or other possible equipment users (housekeeper, nanny, etc.) with the proper operating procedures.

Tenant(s) understands that the equipment needs to be serviced periodically to maintain proper working condition. The Owner may contract with an independent third party to have servicing done for W/D equipment located within the building. In the event the W/D is malfunctioning, Tenant shall be responsible for contacting Owner to arrange for such servicing.

The **Owner** will bear any cost(s) associated with regular maintenance as long as the Tenant(s) uses the equipment according to manufacturer's instructions. If W/D use is beyond normal wear and tear, the Owner may hold Tenant(s) liable and responsible for any maintenance and/or repair costs associated with this extraordinary use. Tenant(s) understands that they must allow access to the Apartment and W/D equipment in order for any regular maintenance and servicing to be performed.

Tenant(s) operates this equipment at their own risk.

Tenant(s) agrees not to attempt any kind of repair, modification or enhancement to the W/D equipment or surrounding area(s). Any work done on the equipment must be contracted by and supervised by the Owner or their representative (Managing Agent, etc.).

Tenant(s) will be held liable and responsible for any damage to the Apartment, apartment(s) adjoining or below the Apartment, as well as the Building if caused by Tenant(s) negligent or extraordinary use or abuse to the W/D equipment. Tenant understands that this damage may exceed the one month of security deposit maintained by Owner and agrees to reimburse Owner if Tenant has caused damage.

Tenant(s) understands that the equipment can cause serious damage if not working properly and agrees to contact the buildings resident manager immediately if the W/D appears to be in need of maintenance and/or repair. For instance, **Tenant(s)** should watch out for any water leaks or dripping, excessive lint buildup, unusual odors, unusual noise during operation, and water or venting connection issues.

Tenant(s) understands that the opportunity of having the W/D equipment in the Apartment is of nominal value. If the equipment is never used by Tenant, broken, out of service for any reason or no reason at all, the Tenant(s) is not eligible for any reduction in the monthly rent due on the Apartment under this Lease.

Tenant(s) agrees not to operate the W/D equipment when no adult is physically present in the Apartment.

The **Owner** is not responsible for any loss or damage to personal possessions or persons caused by using the W/D equipment provided.

Tenant(s) agrees that the W/D is being supplied exclusively for their own personal use. Tenant(s) will not use equipment for others, including other tenants in the building who may or may not have such equipment.

The W/D equipment supplied with the Apartment is operated by electricity. The cost(s) associated with the operation of this equipment is the Tenant(s) sole responsibility. This permission to use the W/D equipment in the Apartment is not assignable to any other unit in the building or individual.

Tenant(s) may not remove or replace the equipment provided.

Tenant(s) PLEASE LEAVE WASHING MACHINE DOOR OPEN AT ALL TIMES TO AVOID USER DAMAGE TO GASKET. Charges will apply if user damage is found.

No modifications to this Rider are permitted unless they are in writing and co-executed and dated by the Owner.

Acknowledged, Understood and Agreed

Rose Property Management Group LLC A/A/F RXR 2413 Third Owner LLC



3/22/2024

07:36 PM EDT

Yana Miroshnychenko (Resident/Co-Resident)

Date



Signed by Jessica Miller

Sun Mar 24 2024 12:59:43 AM EDT

Key: 01F87EC6; IP Address: 206.225.30.19

(Owner/Agent)

Date



3/23/2024

12:10 PM EDT

Ihor Miroshnychenko (Resident/Co-Resident)

Date

BUILDING:

TENANT(S):

2413 3RD AVE

Yana Miroshnychenko and Ihor Miroshnychenko

APARTMENT

DATE OF LEASE:

2007

March 22, 2024

I/We acknowledge having received each of the following documents:

- 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 Concession Rider
- 6) Bedbug Infestation History Disclosure
- 7) ConEd Notice
- 8) Construction Rider
- 9) Emergency Preparedness Guide Building Information
- 10) Flood History and Risk Rider - NY
- 11) Free Rent Rider
- 12) Gas Leak Notice
- 13) HEFPA Notice
- 14) Indoor Allergen Hazard Notice
- 15) Indoor Allergen Tenant Pamphlet
- 16) NYC Window Guard
- 17) Occupancy Rider
- 18) Pet Permissions Rider
- 19) Recycling Notice
- 20) Renters Insurance Penalty Rider
- 21) Security Deposit Rider
- 22) Smart Lock Addendum
- 23) Smoke Free Rider
- 24) Smoking Policy - Not in Units
- 25) Sprinkler Disclosure Lease Rider
- 26) Storage License
- 27) Stove Knob Covers
- 28) Submetering Rider
- 29) W-8 / W-9
- 30) Washer/Dryer Rider
- 31) Welcome Letter
- 32) Standard Form of Apartment Lease
- 33) Receipt of Documents
- 34) Bedbug Pamphlet



3/22/2024

07:37 PM EDT

Date

Yana Miroshnychenko (Tenant)



3/23/2024

12:10 PM EDT

Date

Ihor Miroshnychenko (Tenant)

STOP BED BUGS SAFELY

WHAT ARE BED BUGS?

Bed bugs are small insects that feed on human blood. They are usually active at night when people are sleeping. Adult bed bugs have flat rusty-red-colored oval bodies. Adult bed bugs are about the size of an apple seed, they are big enough to be easily seen, but often hide in cracks in furniture, floors, or walls. When bed bugs feed, their bodies swell and become brighter red. They can live for several months without feeding on a host.

WHAT DOES A BED BUG BITE FEEL AND LOOK LIKE?

Most bed bug bites are initially painless, but later turn into large, itchy skin welts. These welts do *not* have a red spot in the center as do the bites from fleas.

ARE BED BUGS DANGEROUS?

Although bed bugs and their bites are a nuisance, they are not known to spread diseases.

HOW DOES A HOME BECOME INFESTED WITH BED BUGS?

In most cases, people carry bed bugs into their homes unknowingly, in infested luggage, furniture, bedding, or clothing. Bed bugs may also travel between apartments through small crevices and cracks in walls and floors.

HOW DO I KNOW IF MY HOME IS INFESTED WITH BED BUGS?

You may notice itchy skin welts. You may also see the bed bugs themselves, small bloodstains from crushed insects, or dark spots from their droppings. It is often hard to find them because they hide in or near beds, other furniture, and in cracks.

SHOULD I USE A PEST CONTROL COMPANY?

The Health Department recommends that homeowners hire pest control companies registered by the New York State Department of Environmental Conservation (DEC) to get rid of bed bugs.

The pest control company should:

- Inspect your home to confirm the presence of bed bugs.
- Find and eliminate their hiding places.
- Treat your home with special cleaning and/or pesticides if necessary.
- Make return visits to make sure bed bugs are gone.

Be sure your pest control company hires licensed pest management professionals. Ask to see a copy of their license or check directly with DEC by calling (718) 482-4994 or visiting <http://www.dec.ny.gov/permits/209.html>

IS IT NECESSARY TO USE PESTICIDES TO GET RID OF BED BUGS?

The best way to get rid of bed bugs is to clean, disinfect and eliminate their hiding places. Since young bed bugs (nymphs) can live for several months without feeding and the adults for more than a year, the pest control company may use a pesticide. Talk with the professional about safe use of pesticides and make sure he/she:

- Uses the least toxic pesticide.
- Follows instructions and warnings on product labels.
- Advises you about staying out of treated rooms and when it is safe to reenter.
- Treats mattresses and sofas by applying small amounts of pesticides on seams only. Pesticides should **never** be sprayed on top of mattresses or sofas.



Actual size

Michael F. Potter, University of Kentucky ©2004

HOW CAN I GET RID OF BED BUGS?

1. Find out where bed bugs are hiding in your home.

Use a bright flashlight to look for bed bugs or their dark droppings in bedroom furniture. Or use a hot hair dryer, a thin knife, an old subway card or a playing card to force them out of hiding spaces and cracks. Check:

- Behind your headboard.
- In the seams and tufts of your mattress and inside the box spring.
- Along bedroom baseboard cracks.
- In and around nightstands.
- Other bedroom items, including window and door casings, pictures, moldings, nearby furniture, loose wallpaper, cracks in plaster and partitions, and clutter.

2. Clean areas where bed bugs are likely to hide.

- Clean bedding, linens, curtains, rugs, carpets, and clothes. To kill bed bugs, wash items in hot water and dry them on the highest dryer setting. Soak delicate clothes in warm water with lots of laundry soap for several hours before rinsing. Wool items, plush toys, shoes, and many other items can be placed into a hot dryer for 30 minutes to get rid of bed bugs.
- Scrub mattress seams with a stiff brush to dislodge bed bugs and their eggs.
- Vacuum mattresses, bed frames, nearby furniture, floors and carpets. Pay special attention to cracks and open spaces. Immediately after vacuuming, put the vacuum cleaner bag in a sealed plastic bag, and dispose of it in an outdoor container.
- If you find bed bugs on a mattress, cover it with a waterproof, zippered mattress cover labeled “allergen rated,” or “for dust mites.” Keep the cover on for at least one year.
- If your box spring is infested, seal it inside a vinyl box spring cover for at least one year. If no cover is available, throw the box spring away.
- Dispose of infested items that cannot be cleaned and get rid of clutter. Seal tightly in a plastic garbage bag and discard in an outside container.
- Repair cracks in plaster and repair or remove loose wallpaper.

3. Be very cautious about using pesticides yourself.

Pesticides can be hazardous to people and pets. If you choose to use a pesticide, or a licensed pest control professional suggests you use one, follow these precautions:

- Only use pesticides clearly labeled for bed bug extermination. Never use a cockroach spray, ant spray, or any other pesticide that does not list bed bugs on the label.
- Follow label instructions exactly.
- Never spray pesticides on top of mattresses or sofas, or in areas where children or pets are present.
- Never purchase or use a product without a manufacturer’s label and never buy pesticides from street vendors.
- Avoid using “insecticide bombs” and “foggers” in your home. These products can spread hazardous chemicals throughout your home, and are not likely to be effective against bed bugs.

HOW CAN I KEEP BED BUGS OUT OF MY HOME?

- Wash clothing and inspect luggage immediately after returning from a trip.
- Inspect used furniture for bed bugs before bringing it into your home.
- Never bring discarded bed frames, mattresses, box springs, or upholstered furniture into your home.

HOW CAN I KEEP MY FURNITURE FROM INFESTING SOMEONE ELSE'S HOME?

- Never resell or donate infested furniture or clothing.
- If you throw infested furniture away, make it undesirable to others by cutting or poking holes in its upholstery or making it unusable. Tape a sign to it that says, “Infested with Bed Bugs.”

This fact sheet is available at nyc.gov/health. For more copies, call 311 and ask for “Stop Bed Bugs Safely.”



Revised 12-08

