

**Summary Sheet**

**Address:** 210 East 58<sup>th</sup> Street, New York, NY, 10022

**Apartment:** 10A

**Unit Type:** Fair Market

**Tenants:** Nyan Lin Aung & Thazin Win

**Term:** June 1, 2024 – May 31, 2025

**Rent:** \$4,500.00

**Security:** \$4,500.00

**Prorated Rent:** Credit \$450.00 for 6/4/2024 Move-In

**Guarantors:** None

**Pets:** None

*The lease I received contains the above information*

|               |       |
|---------------|-------|
| _____         | _____ |
| Jerry Edelman | Date  |

|                  |       |
|------------------|-------|
| _____            | _____ |
| Emily Cornicello | Date  |

Initials DS DS L A

**THIS LEASE IS NOT SUBJECT TO RENT STABILIZATION**

THIS LEASE, made on May 30, 2024 between Owner  
210 East Property LLC which has an address at care of  
its managing agent J&M Realty Services Corp., 343 St. Nicholas Avenue, Suite 1,  
New York, NY 10027 ("Owner") and

## Nyan Lin Aung & Thazin Win

(collectively "Tenant" or "Tenants"). Tenant or tenants are commonly referred to in this Lease as "You".

IT IS AGREED:

**1. APARTMENT AND USE:**

**A. Apartment:** The Owner hereby leases to You, and You hereby lease from the Owner, the apartment known as apartment No. 10A "the Apartment"), in the building known by the street address 210 East 58th Street, New York, NY 10022 the "Building"), to use and occupy as a strictly private dwelling apartment, and not otherwise. You agree to use the apartment for residential purposes only, and not for any business or professional purpose.

**B. Occupancy:** The Apartment may only be occupied by (i) the tenant or tenants named above (referred to as “You”); You agree that if either one of You moves out, both of You shall vacate the Apartment; (ii) members of Your immediate family (“Your Immediate Family”), and (iii) if and only to the extent that New York Real Property Law 235-f applies and is non-waivable, one occupant (together with that occupant’s dependent children) for each named tenant. You warrant and represent that Your immediate family and any occupant permitted to occupy the Apartment under Real Property Law Section 235-f at the time of the signing of this Lease are listed below, and that there are no other individuals who will occupy the Apartment as of the date of this Lease.

| Name | Prior Address | Relationship |
|------|---------------|--------------|
|------|---------------|--------------|

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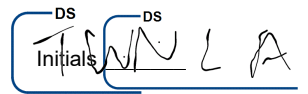
You agree that before any person other than You or the persons named above takes occupancy of the Apartment, You will provide Owner written notice of the name of such person, his or her relation to You, and term of such person's occupancy and, if such person is a minor, his or her age. Nothing in the preceding sentence shall be deemed to expand the class or number of persons who may occupy the apartment as set forth above. In the event that any child under the age of ten (10) years becomes a resident and/or occupant of the Apartment, You shall immediately notify Owner of such fact by certified or registered mail, return receipt requested, so that Owner can install "Window Guard Protection" as required by law for the protection of children. You agree that you will not permit any individuals or entities other than the persons indicated by You to Owner in writing to occupy the Apartment. Owner reserves the right to object to the proposed occupant on any ground permitted by law. Failure to abide by the terms of this Article shall constitute a default under this Lease. Persons who occupy the Apartment under "(ii)" and "(iii)" are sometimes referred collectively as Permitted Occupants. Persons who visit you or work for you, such as housekeepers, delivery persons, painters, etc. or are present for any other reason in the Apartment are, together with Permitted Occupants, referred to as Your Invitees.

**2. TERM:** The term of this lease is 1 year(s), 0 months, 0 days. It will commence on **June 1, 2024** at 12:00 o'clock noon and end **May 31, 2025** at 12:00 o'clock noon unless terminated sooner as provided in this Lease.

**3. MONTHLY RENT:**

**A.** You hereby agree to pay the Owner, the monthly rent of **\$4,500.00 (Four Thousand Five Hundred Dollars and Zero Cents)** in advance, on the signing of this Lease, and on the first day of each and every subsequent calendar month during the term. If a rent payment is accepted from someone other than You, Such acceptance will not confer any right, title or interest under this Lease or to the Apartment to the individual or entity who made such payment. The rent shall be payable, without any deduction or setoff whatsoever, at the place designated as the Owner's address, 343 St. Nicholas Avenue, Suite 1, New York, NY 10027 or at such other place as may be designated by the Owner. No prior demand or bill for rent is required. **Credit \$450.00 for 6/4/2024 Move-In**

**B. Additional Rent:** All sums or charges required to be paid by You under this Lease, shall be deemed to be and shall be payable as additional rent. Without limiting the generality of the foregoing, if the Owner pays or is required to do any act that requires the payment of money, due to Your failure to keep your agreements under the Lease or to observe or perform any of



the terms of the Lease, you will pay to Owner an amount equal to the sum so paid by the Owner. An example of a sum due as additional rent would be funds expended to repair your floor if you allow your tub to overflow and your floor is damaged as a result. Whenever in this Lease a sum is payable as additional rent, such sum shall be paid by You to Owner within 10 days after Owner has mailed you a bill or statement setting forth such additional rent. Owner may collect Additional Rent in the same manner as monthly rent.

**C. Late Fees:** If You fail to make a payment of any rent, additional rent or fees, within 5 days after its due date, You shall pay to Owner a late charge in the form of additional rent equal to five percent (5%) of the rent amount that is overdue, or \$50, whichever is less.

**D. Returned Checks:** If You make any payments by check and such check is returned unpaid to Owner for any reason, Owner shall charge You twice the amount imposed upon Owner by its bank or \$30.00, whichever is more, which charge shall constitute additional rent. In that event, Owner may require that You make all subsequent payments by certified check, bank check or cash. The choice of means of payment shall, in that event, be at Owner's option. For the purpose of this Lease, no rent shall in any event be deemed paid until such payment is actually received, accepted, (deposited for collection), and collected by Owner.

#### 4. SECURITY:

**A. Security:** You have delivered to Owner the sum of **\$4,500.00** as security for the performance by You of the terms of this Lease. Owner will deposit this security with M&T Bank, Lease Security Dept. PO Box 4621, Buffalo, NY 14240-4621 or another bank or savings institution that Owner may select. The bank account will earn interest at the prevailing rates and terms provided for such deposits by said bank. This rate may be less than other types of accounts and may be less than the maximum available interest rate. Interest is paid only for sums deposited for a full calendar quarter. Interest will be paid directly by the bank to You. In the event that You default in respect of any of the terms or conditions of the Lease, including, but not limited to, the payment of rent and additional rent, or as is specifically provided elsewhere herein, Owner may apply, retain, or use the whole or any part of the security to the extent required to pay the rent or additional rent or any other sum due under this lease. If the security is applied in that manner during the term of the Lease, You agree that You will replenish the security. Your failure to replenish the security shall be a default under this Lease. Such security, additional rent, minus any part thereof, kept by Owner based upon any breach by You of the Lease, and minus any amount permitted by law to be kept by Owner, as administration expenses, shall be returned by Owner to You, after the end of the Lease and after You have vacated the Apartment in accordance with the terms hereof. The Apartment must be found in good order with no damages beyond normal wear and tear, and all rent and charges must be paid. You may not apply security toward Your obligation to pay the last month's rent. In the event of a sale of the Building, the Owner shall have the right to transfer the security to the purchaser of the Building for Your benefit, and upon such transfer the Owner shall be considered released by You of all liability for the return of the security, and You agree to look to the new Owner, solely, for the return of security. This provision shall apply to every transfer or assignment made of the security to a new Owner.

**B. Key Security:** After the end of the Lease and after You have vacated the Apartment in accordance with the terms hereof, all sets of keys must be returned to the Owner or Owner's agent before the security will be refunded. A set of keys includes the lobby door key/fob, the apartment door key AND the mailbox key. If the Apartment is surrendered without a return of a set of keys or any key in a set of keys, then the sum of \$100.00 per set of keys will be deducted from the security.

#### 5. LANGUAGE

**A. Invitees, Guests, Employees, and Servants:** In this Lease, the term You means the tenant or tenants, jointly and severally. The term "Your" is the possessive of "You." (Eg. "Your" act is an act by "You.") The phrase "Your Invitees" is used to describe any person or persons who You have invited into the Building or Apartment, including but not limited to members of your family or occupants under Real Property Law 235-f, invitees, guests, subtenants, employees, servants or persons making deliveries to you. You agree to be responsible for the conduct of Your Invitees. In this lease there are things You agree to do and things You agree not to do. You agree to cause Your Invitees to do anything (other than pay rent) that You are required to do. You agree to stop Your Invitees from doing anything that would be a violation of the Lease if you were to do it. If Your Invitee does something that would be a violation if You did it, or fails to do something that would be required of You, then You will be deemed to have violated the Lease.

**B. Orders and Prohibitions:** Your agreements and obligations are on occasion set forth with language such as "You must" or "You will" or "You shall". Such language shall be read to mean that You agree to do those acts. Such language also means that you will cause Your Invitees to

do those acts (if context would make that interpretation reasonable). Language such as “Doors must be locked” means that, if it is in Your control to lock the doors, You agree to do so. Language such as “You cannot ...alter the Apartment” or “You will not engage in objectionable conduct” means that You agree to refrain from such conduct. You also agree to cause Your Invitees to refrain from such conduct.

**C. Owner and Its Agents:** The term "Owner" as used in the Lease, means the owner of the building or the mortgagee in possession for the time being of the land and Building (or the owner of a lease of the Building) of which the Apartment forms a part. The words "re-enter" and "re-entry" as used in the Lease are not restricted in their technical meaning. Any obligations by Owner under this Lease may be fulfilled by Owner's managing agent and Owner's or managing agent's employees. Any rights of Owner (such as, but not limited to, the right of access to the apartment) may be exercised by Owner's employees, its managing agent, or managing agent's employees or contractors on Owner's behalf.

**D. Pronouns:** References in the Lease to You as "he" or "him" shall be read as "her" or "they" or "their" or "it" as appropriate to give meaning to the provisions of the Lease.

**6. WARRANTY OF HABITABILITY:** All of the sections of this Lease are subject to the provisions of the Warranty of Habitability Law in the form it may have from time to time during this Lease. Nothing in this Lease can be interpreted to mean that You have given up any of your rights under that Law. You agree that You will do nothing to interfere or make more difficult Owner's efforts to provide You and all other occupants of the Building with the required facilities and services. Any condition caused by your misconduct or the misconduct of anyone acting your direction or control shall not be a breach by Owner.

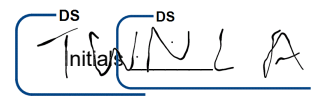
## **7. YOUR DUTIES TO CARE FOR THE APARTMENT AND TO COMPLY WITH LAWS AND LEASE RULES:**

**A. Your Duties:** You will take good care of the Apartment and its fixtures and appliances and shall neither do any damage nor permit Your Invitees to do any damage to the Apartment or Building. You will keep the Apartment and the vestibule and hall leading to the Apartment clean and sanitary. In this Lease, all present and future City, State and Federal laws, rules, orders and regulations which affect the Apartment and/or Building and conduct in, near, or in front of the Building, and orders and regulations of the New York Board of Fire Underwriters or other insurance carriers or rating organizations, which affect the Apartment and/or Building and conduct in, near, or in front of the Building are referred to collectively as “Laws Applicable To The Building.” You agree to obey, and cause Your Invitees to obey, all Laws Applicable To The Building.” You agree to comply, at Your expense, with all notices of violation of Laws Applicable To The Building given to You or to the Owner which arises from Your negligence or improper use of the Apartment or the Building. You agree to refrain from doing anything in the Apartment or Building, which will increase the rate of fire insurance of the Building and You agree that You will not allow Your Invitees to do anything of that kind.

**B. Building Rules and Regulations:** You agree to obey the Rules and Regulations made a part of this Lease and any other future reasonable Rules and Regulations issued by Owner. Notice of any additional rules or regulations shall be given in writing, by certified mail. The right to dispute the reasonableness of any additional Rule or Regulation shall be deemed waived by You unless the same shall be asserted by service of a notice by You upon Owner, in writing, within fifteen (15) days after the giving of notice thereof. In the event of any conflict or inconsistency between the provisions of this Lease and of any of the Rules and Regulations as originally or as hereinafter adopted, the provisions of this Lease shall control. You receive no rights under the Rules and Regulations as a third party beneficiary or otherwise. Owner shall not be obligated to You to enforce the provisions of a lease of any other tenant of the Building or to require compliance with the Rules and Regulations. Owner shall not be responsible to You for any damage or inconvenience to You due to the acts, negligence, or violations of lease by any other tenant of the Building, or any member of such tenant's family, or the occupants, guests, agents, employees or invitees of such tenant. The House Rules and Regulations annexed to and made a part of this Lease are intended to benefit only the Owner by assisting it in its efforts to manage and operate the Building. Notwithstanding that a third party may benefit from the House Rules and Regulations contained in this Lease, Owner shall not be compelled to bring any action, proceeding or suit to enforce any of the House Rules and Regulations for such third party.

## **8. OBJECTIONABLE CONDUCT:**

**A. Objectionable Conduct:** You agree not to engage in objectionable conduct. Objectionable Conduct is conduct which (1) violates Laws Applicable to the Building, or the Lease or the rules and regulations of or under the Lease or which renders or tends to render the Apartment or the Building unfit for human habitation, or for the uses to which it reasonably may be put or which results in conditions which are dangerous, hazardous, or detrimental to the health of other tenants and to the proper enjoyment of their Apartments by other tenants or occupants of the



Building or adjacent buildings, and (2) occurs in the Building or on the grounds surrounding the Building or on the street adjacent thereto. Your failure, or that of Your Invitee, to do something required of you by this Lease, Apartment Rules and Regulations, or Laws Applicable to the Building is also objectionable conduct. If You or Your Invitees engage in objectionable conduct, Owner shall have the right to terminate the Lease in accordance with Article 17. In addition, You agree to reimburse Owner as additional rent for the cost of all losses, damages and fines incurred by Owner because of Objectionable Conduct committed by You or Your Invitees

**Further, if Owner receives two (2) or more complaints about your conduct that is any way objectionable to other tenants or occupants of the Building or adjacent buildings, the Owner reserves the right to terminate this Lease after giving You sixty (60) days Notice of Termination.**

**B. Illegal Conduct:** "Illegal Conduct" under the Lease is conduct which (1) violates the New York State Penal Law or Title 17 United States Code or which would under any other any Federal, State, or municipal law constitute a misdemeanor or felony and (2) is committed by You or Your Invitees in the Apartment or in the Building or on the grounds surrounding the Building or on the street adjacent thereto. In the event You or Your Invitees engage in Illegal Conduct, Owner may terminate this lease as provided in Article 17 of this Lease. Without limiting the generality of the foregoing, Owner shall have such other and further rights as are provided elsewhere, including those provided by Real Property Actions and Proceedings Law Section 715.

## **9. CHANGES AND ALTERATIONS TO APARTMENT:**

**A. Consent of Owner Required:** You shall not, without Owner's prior written consent in each instance:

(1) Build in, add to, change, modify or alter the Apartment in any way (collectively, "alter"). The term "alter" includes, but is not limited to, installation of shelves, locks, wallpapering, cabinets, partitions, walls, paneling, flooring, mirrors, "built-ins," decorations, railings, plumbing and electric fixtures;

(2) Install or use in the Apartment any of the following: clothes washing or drying machines, electric stoves, garbage disposal units, heating, ventilating or air conditioning units, other than those rented with the Apartment; install any other equipment which, in Owner's opinion, will overload the existing wiring installation or plumbing in the Building, create a hazardous condition or interfere with the use of any Building facilities by other tenants of the Building;

(3) Place in the Apartment water or other fluid-filled furniture such as waterbeds; or

(4) Install, change, attach, remove or disconnect any couplings, offshoots, cable, pipe or conduit wherever located.

**B. Painting; Flooring:** You agree that You will not cover, paint or chemically treat or in any other way alter or decorate or deface the window frames, kitchen cabinets, bathroom tile, air conditioner or radiator enclosures or exposed brick walls, if any, in the Apartment and that You will not scrape, stain or refinish any floors in the Apartment.

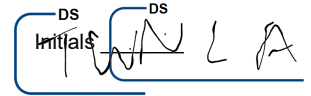
**C. No Structural Alterations:** You agree that You will not, without first obtaining the written consent of Owner: (1) make in the Apartment, or on any terrace, yard, balcony or patio that is accessible from the Apartment any structural alteration of any kind, or (2) install any electrical or other equipment which may impose an excess load on existing electric, gas or water supplies.

**D. Removal of Alterations, Additions, and Improvements:** Prior to the expiration, cancellation or termination of the Lease, Owner may elect, by advising You in writing, to deem alterations to be the Owner's property, and in such event the alteration(s) shall become the property of Owner. In the absence of such notice by Owner to You in writing, You will at your own cost and expense remove all alterations, including without limitation any wall covering, bookcases, bookshelves, cabinets, mirrors, painted or other murals, or any attachments You may have installed.

**E. Mechanic's Liens:** In case there shall be filed a notice of mechanics lien against the Building for or purporting to be for labor or materials alleged to have been furnished or delivered for the Apartment to or for You, You shall immediately cause such lien to be discharged by payment, bonding or otherwise and, if You shall fail to cause such lien to be discharged within thirty (30) days after notice from Owner, then Owner may cause such lien to be discharged by payment, bonding or otherwise, without investigation as to the validity of or any offsets or defenses to such lien, and Owner may collect such amounts and all costs and expenses paid or incurred in connection with such lien from You, together with interest thereon from the time of payment of such lien as additional rent under this Lease.

## **10. END OF LEASE; ABANDONED PROPERTY; FAILURE TO SURRENDER:**

**A. You Must Surrender Apartment at End of Lease:** You agree that You will move out before noon on the last day of your lease. This means that you will move all of Your Invitees out of the

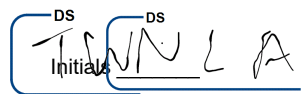


Apartment, remove all of Your and their property, vacate the Apartment and surrender to Owner the Apartment, broom clean, in good order and in the same condition as it was at the time when You first occupied the Apartment under the Lease or a prior Lease, except for ordinary wear and tear. If the last day of the term of the Lease or any renewal thereof falls on Sunday or a legal holiday, the Lease shall end at noon on the preceding day unless it be a Sunday or legal holiday, in which case it shall expire at noon on the preceding day (ie. two days earlier than the ending date designated in Article 2). All property, installations and additions required to be removed at the end of the Lease which remain in the Apartment after Your removal, shall be considered abandoned by You, and at the option of Owner, may either be retained as Owner's property or may be removed by Owner, at Your expense. You agree to indemnify and hold Owner harmless for the value of any items of personal property that You or Your Invitees leave in the Apartment upon vacating. You agree to pay Owner for all costs and expenses in either removing Your property or in restoring the damage caused to the Apartment by the removal of the changes or additions made by You in the Apartment. If You decorate the Apartment with paint of a darker color than the original color or paint the apartment in such a way as to leave the walls rough or speckled or apply wall paper to the walls, the Owner shall retain so much of the security herewith deposited in Article 5 as is required to defray the extra expense of restoring the walls to their original color or condition.

**B. Failure to Surrender:** The parties recognize and agree that the damage to Owner resulting from any failure by You to timely surrender possession of the Apartment will be substantial, will exceed the amount of the monthly installments of the rent payable hereunder, and will be impossible to accurately measure. You therefore agree that if You do not move out and move all of Your Invitees out of the Apartment and if You do not surrender possession of the Apartment to Owner on or prior to the expiration date or sooner termination of the term of this Lease in addition to any other rights or remedy Owner may have hereunder or at law, You shall pay to Owner for each month and for each portion of any month during which You hold over in the Apartment after the expiration date or sooner termination of this Lease, a sum equal to the greater of (i) two (2) times the aggregate of the rent and all additional rent which was payable under this Lease during the last month of the term, or (ii) the then fair market value of the Apartment. Nothing herein contained shall be deemed to permit You to retain possession of the Apartment after the expiration date or sooner termination of this Lease and no acceptance by Owner of payments from You after the expiration date or sooner termination of the term shall be deemed to be other than on account of the amount to be paid by You in accordance with the provisions of this Article which provisions shall survive the Expiration Date or sooner termination of this Lease. You agree in addition to indemnify Owner against all claims made by any succeeding tenant against Owner founded upon delay by Owner in delivering possession of the Apartment to any succeeding tenant, so far as the delay is caused by Your failure to surrender the premises at the end of the term.

#### **11. YOUR LIABILITY AND OBLIGATION TO INDEMNIFY:**

**A. Your Liability:** You agree to be liable for and to reimburse Owner, as additional rent, for all expenses, damages to persons, property or otherwise, or fines incurred or suffered by Owner by reason of (1) any negligent or intentional act or any breach, violation or non-performance of any provision of this Lease by You or Your Invitees; (2) damage caused while moving property in or out of the Building or the installation or removal of furniture or other property of or for You; (3) the creation in the Apartment or Building of any violation of the NYC Building Code or other Laws Applicable To The Building (4) conduct by You or Your Invitees which results in an increase in the cost of insurance borne by the Owner and (5) any cause arising out of the occupancy of or use by You and/or Your Invitees of the Apartment. The foregoing includes, but is not limited to, expenses and damages incurred, whether or not the result of conduct that is negligent or in violation of the Lease, if the damage exceeds that which would result from ordinary wear and tear. As examples, if You experience a stovetop fire and the fire damages kitchen cabinets, or You drop a bottle into the bathroom sink chipping it, You will be responsible to pay for the replacement of the cabinets and sink notwithstanding that you may not have been negligent in allowing those events to occur. If while moving in, Your mover breaks a lighting fixture, whether or not the mover is negligent, You will be responsible to replace the fixture. If You cause any damage, or through inaction allow damage to occur, or are otherwise responsible under this lease for damage, to the Apartment or Building, or fail to perform any obligation under this Lease, the Owner may, but is not obligated to, repair the damage for Your account. If in such case, the Owner pays any sum of money, or incurs an obligation to pay any sum of money shall be additional rent under the Lease. If the Owner does not do the repair or does the repair itself, the Owner may charge You the reasonable value of the damage. The term "damage" includes indirect and consequential damage. The description of Your liability is not exhaustive, and You will be liable for any other breach of the Lease, as provided by the other provisions of the Lease or for which you would otherwise be liable by the operation of law. If there is more than one person named as a tenant, each such person is independently liable to keep the promises made in this Lease and each is independently subject to the liabilities described above.



**B. Indemnification:** You agree to throughout the term of the Lease and forever afterwards, indemnify the Owner for and against any and all liabilities arising from injury during the term of the Lease to persons or property caused wholly or in part by any act or omission by You or Your Invitees.

**12. SERVICES:**

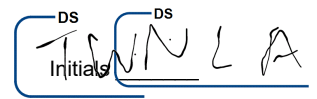
**A. Elevator (if applicable), Water, Heat:** As long as You comply with all of the provisions of the Lease, Owner will give to You, only insofar as the existing Building equipment and facilities provide, the following services: elevator service (if applicable); hot and cold water in reasonable amounts at all times; and heat as required by law. Water supplied by the Owner is to be used for drinking, lavatory and toilet purposes only, through the fixtures installed by Owner. You shall not waste or permit the waste of water, heat, or use the water or heat for any purposes other than those stated. If water is running into a tub or sink, You agree that You will be present in the room to monitor the flow of water and You agree to be liable for any damage that occurs as a result of water running over the toilet, bath or sink.

**B. Electricity and Other Utilities:** The following services are not included in the rent and are NOT paid for by the Owner: gas or electricity for cooking, electricity (including but not limited to, electric charges, if any, for the operation of the heating and air-conditioning systems and the cost of operating the fan and compressor and electric coil, if any, and the cost of any building monitoring equipment installed now or hereafter), Internet, cable and telephone services. Such services are to be paid for separately by You. You must arrange for those services directly with the respective service providers. Owner has given certain service providers access to the Building and your choice of service providers is limited to those providers. You acknowledge that Owner and its agent have made no promise or representation of any kind or nature with respect to any of the costs of electricity, cable, internet access, telephone or other utilities nor as to the costs of operating heating and air-conditioning systems.

**C. Maintenance of Appliances:** This paragraph pertains to the apartment appliances and building elements, which are referred to collectively as Apartment Elements and which term means appliances, fixtures and building elements such as floors, sinks, etc., if supplied with the Apartment. The Owner will be responsible for the maintenance of Apartment Elements. In the event any Apartment Elements are damaged due to an act or neglect by You or Your Invitees, Owner may repair the Apartment Element at Your expense. You agree that any stoppage or clog in the toilet or bathroom and kitchen drains or traps shall be presumed to arise from Your misuse or neglect and that, unless You can show that the cause was from another source, You will pay the cost of cleaning said drains and traps. You agree to give to the Owner prompt notice in case of fire or accidents, or defects in, or repairs required to any part of the Building or equipment or fixtures contained therein. If You have requested a repair of an Apartment Element and a reasonable period of time has passed without the repair being completed, You agree to provide Owner with a further written notice, in the manner provided hereinafter for notices, stating that a repair has been requested but has not been provided. Owner shall not be responsible for any damages nor shall You be entitled to an abatement of rent due to the breakdown of any equipment installed by Owner if Owner repairs same within a reasonable time in view of the nature of the repair, or three business days whichever is greater, after written notice of a failure to repair has been given. You agree that you will not modify, remove, or repair any Apartment Element.

**D. Building Facilities; Storage; Etc:** You may not store any property anywhere in the Building other than the Apartment without the prior written consent of Owner. If such consent is given, You may store such material, but only in accordance with Laws Applicable To The Building. Owner will not be responsible for any loss or damage to your personal property left in any storage area, bicycle area or laundry room, which storage is solely at Your risk. The Owner may, in its sole discretion, but is not obligated to, make available to You on particular occasions, the use of laundry room, or any other facility outside the Apartment. It is understood that the use of these facilities, whether or not furnished gratuitously by the Owner, may be discontinued at any time at the discretion of the Owner, without changing Your responsibilities under the Lease. The use of any such facilities by You or Your Invitees shall be at Your and their own risk. The Owner shall not be liable to You or Your Invitees for any personal injury, or loss of or damage to property unless occasioned by the negligence of Owner, and then, only to the extent required by a non-waivable provision of law. Your signature to this Lease constitutes a general release by You of the Owner from any claim for any such injury or damage unless occasioned by such negligence, and an agreement to indemnify the Owner against any claim by Your Invitees against Owner for such injury or damage.

**E. Communication Services:** Telecommunications, cable television, Internet and other services and equipment ("Communications Services") are the sole responsibility of the service provider. Owner does not supply, warrant, guarantee or make any promises concerning the availability, type of service, quality, cost or any other matter relating to any Communications



Services. No action or failure to act on the part of Owner in connection with the installation, availability, operation, approval, rejection or commencement of any Communications Services shall be deemed a default or breach of Owner's obligations under this Lease. You are responsible for arranging for Communications Services directly with the provider. However, if such service requires access to the public or common areas of the Building, You may not make arrangements with any provider that has not made, in advance of Your request, written arrangements with Owner to provide services in the Building. Without limiting the generality of the foregoing, You acknowledge that Your choice of service providers for Communications Services may be limited because of the arrangements made by Owner for the Building, that You have had the opportunity to inquire of Owner as to the range of Communications Services and service providers for the Building prior to signing this Lease and that You are renting the Apartment with a full awareness of the available options and limitations.

**13. INABILITY TO PROVIDE SERVICES:** Stoppage or reduction of any services to the Building shall not entitle You to any allowance or reduction of rent unless as provided by a non-waivable provision of law. Without limiting the generality of the foregoing, Owner may not be able to provide or may be delayed in providing services or in making any repairs to the Building because of a strike, labor trouble, national emergency, natural disaster or other cause beyond Owner's reasonable control. In any of those events, the rights You have against Owner shall be limited to those rights which are provided by laws in existence when such events occur. Any interruption of services resulting from a terrorist incident shall be considered to be beyond Owner's reasonable control. In the event some or all bridges or tunnels into the island of Manhattan and/or the boroughs of Brooklyn, Queens and the Bronx are closed, it will be conclusively presumed that the provision of services that require resources that originate outside of Manhattan and/or the boroughs of Brooklyn, Queens, and the Bronx are beyond Owner's reasonable control.

**14. ENTRY TO APARTMENT:**

**A.** At reasonable times, Owner and Owner's agents contractors, workmen and representatives, together with their equipment and supplies, may enter the Apartment for any of the following reasons:

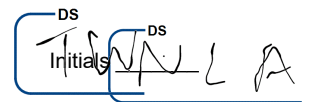
- (1) To inspect the apartment; to erect, use, repair and maintain pipes, wires, cables and conduits, structural elements, windows, and floors in and through the walls and ceilings of the Apartment; to exterminate rodents and vermin; and to make any other repairs (including, without limitation, repairs to equipment in the Apartment) or changes or engage in any other maintenance activities Owner decides are necessary or appropriate. Your rent will not be reduced because of any of this work, unless required by a non-waivable provision of law;
- (2) To show the Apartment to persons who may wish to become owners or lessees of the Building or who may be interested in lending money to Owner or have other business reasons to inspect the building;
- (3) For two months before the end of this Lease, to show the Apartment to persons who may wish to rent the Apartment or buy the Building; and
- (4) If there is an offering plan to convert the Building to cooperative or condominium ownership, to show the Apartment to persons who may wish to purchase the Apartment.
- (5) No advance notice shall be required prior to entry. Owner will, prior to entry, call You on the intercom to alert You that the Apartment will be entered for the purposes described above. If there is no response, Owner will proceed to enter the apartment. Reasonable times shall include, but not be limited to, (i) weekdays 8:30AM to 5:00PM, (ii) weekends and holidays 10:00AM to 5:00PM and (iii) hours other than those described above if the circumstances are such that the convenience, comfort, safety and security of building occupants' or employees' persons or property will be improved if work is done during such hours. No notice shall be required in an emergency.

**B.** If at any time You are not present to permit Owner or Owner's representative to enter the Apartment and entry is necessary or allowed by law or under this Lease, Owner or Owner's representatives may nevertheless enter the Apartment. Entry by breaking the lock or similar force is permitted in an emergency such as, but not limited to, fire, water or steam or other leaks, Owner will not be responsible to You, unless during this entry, Owner or Owner's representative is negligent or misuses Your property.

**C.** If during the last month of this Lease, You have moved out and removed all or almost all of Your property from the Apartment, Owner may enter the Apartment to make changes, repairs, or decorations without prior notice to You. Your rent will not be reduced for that month and the Lease will not be ended by Owner's entry.

**D.** Except when people are going into or out of the apartment, the front door of the Apartment must be, closed and locked at all times.

**E.** If You or Your Invitee fail or refuse to permit Owner to enter the Apartment, and if Owner, notwithstanding the fact that it has the right to enter the Apartment, does not enter the



Apartment as a result of your failure or refusal to give permission, then your action shall be considered a default under this Lease and you will be fully responsible for any and all damages including consequential damages, that are caused by the failure to permit access, regardless of whether such causation is directly or indirectly and contributory in nature. As an example, if the Owner needs access to the Apartment to determine the cause of or fix a leak and you deny access to the Owner, You will be responsible to pay for any damage caused by the leak, including any required remediation and testing, even if the leak could have been identified and cured through access through another apartment.

**15. ASSIGNMENT; SUBLETTING; ABANDONMENT; IMPROPER OCCUPANCY:**

**A. Assignment, Subletting:** Neither You nor Your heirs, executors, administrators, legal representatives, successors or assigns can assign this Lease or sublet the Apartment without Owners advance written consent which consent can be withheld by Owner for any reason or no reason at all. Any assignment in violation of the above sentence shall be a nullity and of no force or effect. You shall not be relieved of any obligations or liability under the Lease in the event of any permitted subletting or assignment of this Lease. Owner may, after any default by You under this subparagraph, collect rent from the assignee, subtenant or occupant and credit the amount collected to the rent due from You, but no such collection shall be a waiver by Owner of this agreement by You or the acceptance of the assignee, subtenant or occupant as tenant or a release of You from the further performance by You of agreements on the part of tenant mentioned in the Lease. The consent of Owner to an assignment or subletting shall not in any way release You from obtaining the consent in writing of Owner to any further assignment or subletting. It is expressly understood and agreed that the character of the occupancy of the Apartment, as above restricted, is a special consideration and inducement for the granting of this Lease, and in the event of violation by You of the restriction against subletting or assignment, this Lease may, at the option of the Owner or the agent or assigns of Owner, be terminated in the manner provided in Article 17 hereof.

**B. Real Property Law Section 226:** Notwithstanding the foregoing, You shall have such other and further rights with respect to subletting and assignment as are provided by Real Property Law Section 226-b to the extent that such rights are non-waivable and have been waived by a provision of this Lease. Owner may impose a reasonable credit check fee on You in connection with an application to assign or sublet.

**C. Vacating Before The End Of Lease:** If You vacate the Apartment before the end of the Lease without the agreement of Owner, or if You remove all or substantially all of Your furniture and/or personal belongings from the Apartment, the Owner shall have the right to enter the Apartment for the purpose of cleaning and redecorating it. In such event, any fixtures, furniture, or personal property remaining in the Apartment or storeroom shall, at Owner's option, be deemed abandoned by You and may be disposed of by Owner in any manner that Owner sees fit or Owner may store them at Your expense. Notwithstanding the exercise by Owner of his right to clean and redecorate the Apartment and dispose of abandoned property, the Lease shall not end and You shall remain responsible for each monthly installment of rent as it becomes due until the end of the Lease term. However, if You vacate the Apartment before the end of the Lease with Owner consent, You will pay an additional administrative fee of **\$300 made payable to J&M Realty Services Corp**, and You shall remain responsible for each monthly installment of rent as it becomes due until the end of the Lease term or until the Apartment has been re-rented. The cost of the vacancy loss to complete a make-ready will also be deducted from Your security deposit.

**D.** It is understood that Your occupation of the Apartment, as restricted by the terms of this Lease, is a special inducement for the Owner to enter into this Lease. It is also understood that in the event of a violation by You of the restrictions against subletting or assignment, or if You permit the Apartment to be occupied by persons other than those described in Article 1, this Lease may, at the option of Owner, be terminated in the manner provided in Article 17 hereof.

**16. DEFAULT:**

**A.** You default under the Lease if (i) You or Your Invitees do anything which You have agreed not to do or which is prohibited under this Lease or the Rules and Regulations annexed hereto, or fail to do anything which You have agreed to do or which is required under this Lease, or otherwise fail to comply with any term or condition mentioned in the Lease, including, without limiting the generality of the foregoing, Your obligation to pay rent; or (ii) if You or Your Invitees engage in Objectionable Conduct as defined in Article 8 of this Lease; or (iii) if the Apartment is vacated by all occupants, or if You remove all or substantially all of his furniture and/or personal belongings from the Apartment; or (iv) if the Apartment is damaged because of the negligence or misuse by You or Your Invitees; or (v) if any execution or judgment shall be issued against You or any of Your property resulting in the Apartment being taken or occupied or the attempted taking or occupation of the Apartment; or (vi) if You shall fail to move into or take possession of the Apartment within fifteen (15) days after the beginning of the term of the Lease; or (vii) You

assign or sublet the apartment in violation of the terms and conditions of this Lease; or (viii) if You cease to occupy the Apartment or permit the Apartment to be occupied by persons other than those described in Article 1; or (ix) if You use the Apartment for business or professional purposes except as otherwise expressly permitted hereunder; or (x) if You or Your Invitees violate any other agreements between Owner and You contained in this Lease.

**B.** If You default under the Lease in any manner other than the non-payment of rent, Owner may serve You with a written notice to cure the default within ten (10) days. You must stop or cure the default within ten (10) days. If You do not cure the default within ten (10) days, or if you have made a material misrepresentation in Your application for a lease, or if You or Your Invitees engage in Illegal Conduct, Owner may send You a six (6) day notice of termination of the Lease and, upon the expiration of said six (6) days, the term of this Lease shall end and expire as fully and completely as if the expiration of such six (6) day period were the day provided in the Lease for its termination, and You shall vacate and surrender the Apartment to Owner, but You shall remain liable as provided elsewhere in this Lease.

**C.** If You do not pay rent or additional rent when this Lease requires, after a personal demand has been made, or within three days after a statutory written demand for rent has been made, or if the term of the Lease expires, Owner may do the following: (a) enter the Apartment and take possession of it if You have moved out; or (b) dispossess You by summary proceedings or other legal proceedings. You hereby waive service of notice of intention to re-enter or to institute legal proceedings to that end, and upon termination of the Lease, You will be deemed to have waived any right You otherwise might have had to reinstate or renew the Lease.

**D.** If You shall default under the Lease prior to the date fixed as the commencement of any renewal or extension of the Lease, a termination of the Lease by Owner shall operate as a cancellation of any renewal or extension of the Lease.

**17. REMEDIES OF OWNER:** In case of any re-entry to the Apartment by Owner, or ending of the Lease, as a result of a summary proceeding, or in any manner other than by a written agreement terminating this lease, (a) all rent and additional rent shall become immediately due and be paid up to the time of the end of the term of the Lease; (b) Owner may, without in any way releasing You, re-rent the Apartment or any part of the Apartment, either in the name of Owner or otherwise, for a term or terms, which may, at Owner's choice, be less than or be more than the period which would otherwise have been the rest of the term of the Lease, and may grant concessions or free rent or charge a higher rental than that in the Lease, and (c) notwithstanding anything to the contrary contained in this Lease, You shall remain responsible to Owner for damages including (i) any differences between the rent to be paid under the Lease and the amount, if any, of the rents collected on account of the subsequent lease or leases of the Apartment for each month of the period which would otherwise have constituted the remainder of the term of the Lease, and (ii) Owner's expenses for advertisements, brokerage and/or putting the Apartment in good order and preparing it for rental, and the making of such alterations and decorations in the Apartment as the Owner, in his sole judgment deems proper. The failure of the Owner to secure another tenant and the failure to collect rent after securing another tenant shall not release or change Your liability for damages. You shall not receive any excess, if any, of rents collected over the rent paid by tenant to Owner under the Lease. Notwithstanding anything in this Lease to the contrary, in the event of Owner's re-entry to the Apartment, or ending of the Lease, as a result of a summary proceeding, or in any manner other than by a written agreement terminating this lease, Owner may either elect to commence an action against You for damages (i) in monthly installments by You on the rent day mentioned in the Lease and any legal action brought to collect the amount of the loss for rent for any month shall not prejudice in any way the rights of Owner to collect the loss of rent for any subsequent month by a similar proceeding or (ii) for the rent and additional rent that will be due for the balance of the term.

**18. ADDITIONAL REMEDIES; WAIVER OF REDEMPTION:** In the event of a breach or threatened breach by You of any agreements or provisions of the Lease, Owner shall have the right to obtain a court injunction stopping or prohibiting any such breach and shall have the further right to use any other remedy allowed by law, as if re-entry into the Apartment, dispossess proceedings and other remedies were not mentioned in the Lease. Mention in the Lease of any particular remedy shall not prevent Owner from using any other legal remedy permitted by law, including, without limiting the generality of the foregoing, the remedy of a summary proceeding for non-payment of rent. You expressly waive any and all right to reinstate and restore the Lease granted by or under any present or future laws in the event of Your being evicted or dispossessed for any cause, or in the event of Owner obtaining possession of the Apartment by reason of the violation by You of any of the terms of the Lease, or otherwise.

**19. OWNER'S LIABILITY FOR DAMAGES; INSURANCE:**

**A. Damage To You or Your Invitees:** The term Tenant Damages shall mean any loss of or damage to Your person or property or Your Invitees person or property due to any causes

whatsoever, including without limitation, any accidental or intentional cause, including theft or other crime committed in the Apartment or elsewhere in the Building. Neither Owner nor Owner's agents nor their respective employees will be responsible to You or Your Invitees for Tenant Damages unless said Tenant Damages are the direct and proximate result of (a) (1) the negligence or (2) willful misconduct of Owner or Owner's agents or their respective employees and (b) said act occurred within the scope of employment of such person. To cover any and all such losses (whether or not Owner is or may be liable), You agree to obtain renters insurance as provided below insuring against any damage to persons or property of You or Your Invitees. **In the event that you choose NOT to obtain renters insurance as STRONGLY ADVISED in any part of this Lease, you do so at your own risk.**

**B. Damage Included But Not Limited To:** The kinds of damage covered by "A" above include but are not limited to damage or loss of Your personal property (furniture, jewelry, clothing, etc.) and that of Your Invitees from theft, water, fire, vandalism, terrorist acts, acts of war, rains, storms, smoke, exposures, sonic booms, the failure to keep said Apartment in repair, any damage done or caused by or from plumbing, gas, water, sprinklers, steam or other pipes or sewerage or the bursting, leaking or running of any pipes, tanks or plumbing fixtures, in, above, upon or about the subject Apartment or Building, nor for any damage occasioned by water, snow or ice being upon or coming through the roof, sky lights, trap door or otherwise. You agree to obtain renters insurance as provided below insuring against any damage to persons or property of You or Your Invitees.

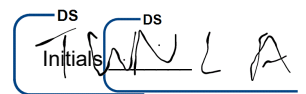
**C. Consequential Damages:** Neither Owner nor Owner's agents or employees or employees of agents will be liable to You or Your Invitees for consequential damages arising from the breach of this Lease by Owner or Owner's agent. To cover any and all such losses (whether or not Owner is or may be liable), You agree to obtain renters insurance as provided below insuring against any damage to persons or property of You or Your Invitees.

**D. Indemnity:** You agree to indemnify, defend and hold the Owner harmless from any liabilities, charges and expenses on account of or by reason of any injury or injuries of any kind whatsoever during the term of this agreement to Your or Your Invitees' persons or property and/or occasioned by the occupancy or use of the Apartment except due to Owner's gross negligence or willful misconduct. The provisions of this paragraph are subject to the waiver of subrogation provisions contained in this Lease.

**E. Insurance:** (a) You agree to secure "renters" insurance to protect You and Your Invitees against loss or damage with minimum limits of \$50,000.00 per occurrence for bodily or personal injury and \$50,000.00 per occurrence with respect to property damage or such greater amount as is necessary to fully cover the value of any property that You or Your Invitees may have or bring into the Building. Such policy shall have a deductible no greater than \$250.00. You agree that no less than 14 days before You or Your Invitees bring personal property into the Apartment, which property when taken together with the property already in the Apartment will total to a value in excess of \$50,000, You will give the Owner written notice of your intention to do so. You agree to name the Owner, its managing agents, and their respective principals and employees, as "additional insureds" on such policy. Such policy shall provide that the insurance company will provide Owner with 30 days notice of cancellation of the policy. You further agree that in the event You or Your Invitees suffer any damage or loss to Your property or for bodily or personal injury, You shall first file a claim and look to Your own insurance policy before making any claim against the Owner. (b) On request by Owner, You must provide Owner with a copy of such policy and an original signed certificate for such insurance. Proof of insurance ("Certificate of Insurance") shall be supplied to the Owner within thirty (30) days of the lease's commencement date and shall be effective from the commencement date of the lease and throughout the term. Failure to supply such Certificate of Insurance within 30 days from the commencement of the term, constitutes a default of this Lease. Neither failure to demand a copy of the Certificate of Insurance, nor the receipt and acceptance of a Certificate of Insurance reflecting less insurance than that required, shall be deemed a waiver of this provision. (c) Nothing in this Lease shall be construed to relieve Owner from responsibility directly to You for any loss or damage caused directly to You wholly, or in part, by the gross negligence or willful misconduct of Owner. However, such liability shall be limited to actual losses that are in excess (if any) of the greater of the amount of insurance You actually have and the amount of insurance You are required to have pursuant to the terms of this Lease.

## 20. FIRE OR CASUALTY:

**A.** If the Apartment or Building is rendered completely or substantially unusable by a fire, accident or other casualty, or if, after a fire, accident, or other casualty, the Owner decided to tear down the building or substantially rebuild it, (i) Owner may end this Lease by giving notice to You of the determination to end the Lease, or (ii) You (or in the event there is more than one named tenant, any named tenant) may end this Lease by giving notice to the Owner, of the determination to end the Lease. Either party is, under those circumstances, entitled to end the



Lease. You shall, prior to that date, remove all of Your property from the Apartment. Anything left in the apartment after the ending date specified in the notice shall be deemed abandoned. If neither the Owner nor You elect to end the Lease, then the obligation to pay rent shall cease at such time as You (1) remove so much of Your property remaining in the Apartment as you wish to retrieve (property that you do not wish to abandon) and (2) notify Owner in writing that you are surrendering possession of the Apartment. The obligation to pay rent shall resume two (2) days after Owner has written advising You that Owner has renovated the apartment and tendering possession of the Apartment back to You. You shall not be entitled to compensation, nor shall You be entitled to any portion of the proceeds of any insurance maintained by Owner, by reason by reason of the inconvenience, annoyance, or loss arising from the necessity of repairing any portion of the Building or from delays in completing same.

**B.** Nothing contained in this Article shall release You from any liability for damages that you may bear stemming from conduct by You or Your Invitees causing the fire, accident or other casualty. Owner and You agree that the agreement contained in this article is an agreement made in place of the provisions of Section 227 of the Real Property Law of New York.

## **21. PUBLIC TAKING; SUBORDINATION:**

**A. Takings:** If the whole or any part of the Apartment or Building shall be acquired or condemned by any government or governmental agency or other competent authority, for any public or quasi-public or other use or purpose, then and in that event, the term of this Lease shall end and terminate from the date such government or agency gets title to the Apartment or Building in such proceeding and You shall have no claim for any portion of the condemnation award or for the value of an unexpired term of the Lease, and shall be deemed to have assigned to Owner any claim for the value of the Lease.

**B. Subordination to Land Leases and Mortgages:** All leases of the land on which the Building is located or of the Building, and all mortgages of the land and Building, or both, now in effect or which may be made after the Lease is signed, are superior to the Lease, and all renewals, modifications, consolidations, replacements, and extensions of any such leases and mortgages come ahead of the Lease, so that under circumstances set forth in such instruments the Lease can be ended. In this event, You will have no claim against Owner. This clause shall be self-operative and no further act on Your part shall be required. In confirmation of such subordination, You shall sign promptly any certificate that Owner may request. You appoint Owner as Your attorney-in-fact to execute any such certificate or certificates for and on Your behalf. You shall not record or attempt to record this lease.

## **22. BUILDING CHANGES; ADJUSTMENTS OF SPACE.**

**A. Right to Take Back Space.** If the Owner wishes to sell or undertake substantial renovation to the Building, the Owner reserves the right to terminate this Lease. Additionally, if the Owner deems that it is necessary or advisable to take back a certain portion of the space demised hereunder, not to exceed 5% of the volume of the space demised, in order to accommodate a change in or an addition to the building systems (referred to hereafter as "Building System Changes"), such as, but not limited to, mechanical, electronic, and plumbing systems, You agree to allow Owner access to Your space to enable the Owner to construct Building Systems and wall them off from the remainder of the demised premises. You shall be entitled to a 5% reduction of rent for any alteration which recaptures more than 2% of the volume of the Apartment, which reduction shall commence as of the date that the physical work of construction begins in the Apartment.

**B. Notices of Termination and Timing:** If the Owner seeks to take back space and terminate this Lease, Owner shall give You 60 days notice in writing (the "**Recapture Notice**") of its intention to do so, and set forth the date after the expiration of the 90 days on which either construction is expected to commence (the "Construction Commencement Date") or the expected sale of the Building. At any time after the Construction Commencement Date, Owner may enter the Apartment and construct Building Systems Changes and wall them off from the remainder of the demised premises. Construction may begin on that date or any date thereafter. Owner may further enter the Apartment in the manner provided in Article 14 hereof.

**C. Proceedings:** If You fail to give access, Owner shall be entitled to direct and consequential damages for the resulting damages, including damages due to delay, shall also have the right to obtain an injunction granting access, and shall have such other rights as are provided in the Law and elsewhere in this Lease.

**23. BILLS AND NOTICES:** Except as otherwise agreed in the Lease, a bill, statement, notice or communication which Owner may wish or be required to give to You, shall be considered properly given if given by Owner, Owner's agent or attorney, in writing, delivered to You personally, sent by email or sent by mail addressed to You at the Apartment, or at Your last known residence address or business address, or delivered at any place of residence or business of Yours. Any notice by You to Owner must be served by certified mail, return receipt requested, addressed to

Owner at the Owner's office address, or at such other address of which Owner shall inform You in writing..

**24. WAIVER OF TRIAL BY JURY; NO COUNTERCLAIMS:** Both You and Owner waive trial by jury in any action, proceeding or counterclaim brought by either party against the other on any matters whatsoever concerning the Lease, terms or warranties read by law into the Lease, the relationship of Owner and You, or Your use or occupancy of the Apartment or common areas of the Building. The foregoing waiver shall not apply to actions for personal injury or property damage as those terms are construed under Real Property Law Section 259(c). It is further agreed that in the event Owner commences any dispossession or other summary proceeding against You no counterclaim by You based on any claim against Owner other than a claim of violation of the Warranty of Habitability will be brought in such proceeding. This covenant shall continue in effect and survive after the end of the Lease or any extension of the Lease, and shall survive after the removal of You from the Apartment.

**25. ENTIRE AGREEMENT; WAIVER; MODIFICATION:**

**A.** All understandings and agreements made between Owner and You before the Lease was signed are written in the Lease, which fully and completely states the agreement between Owner and You. No understandings or agreements made between Owner and You after the Lease is signed to end or modify the Lease shall end or change it in any way, unless they are in writing and signed by both Owner and You. No act or agreement to accept surrender of the Apartment from You prior to the expiration of the term shall be legal and enforceable unless in writing signed by Owner, or by the managing agent or one of its corporate officers. The delivery of keys by or on Your behalf to any such agent or employee shall not end the Lease, even if such employee accepts such delivery unless the Owner or managing agent simultaneously ratifies the acceptance by a written notice to You upon delivery of the keys. (You agree to file a change of address notice with the Post Office to arrange for the delivery of mail to your new address.)

**B.** The failure of Owner on one or more previous occasions, or over a given period of time, to take any action against You for violation of, or to insist upon the strict performance of any of the terms of the Lease, or of the Rules and Regulations shall not prevent a subsequent act by You of a similar nature from being a violation of the Lease. Without limiting the generality of the foregoing, this provision applies to requests for maintenance as well. As an example, even if You have in the past given oral notices with respect to items in need of maintenance, and even if those requests have been acted upon without objection, You remain obligated to give notices with respect to maintenance matters in writing in the manner set forth herein for notices.

**C.** No provision of the Lease can be waived by Owner unless such waiver is in writing, signed by the Owner or by a vice president or president of its managing agent. No agent or employee, including the superintendent of the Building shall have the authority to waive, modify, cancel, change or alter this Lease or any of its terms or enter into any Lease respecting the Apartment. The receipt by Owner of rent with knowledge that You are not complying with one or more provisions of the Lease shall not be a waiver of any such violation or violations.

**D.** No payment by You or receipt by Owner of a lesser amount than the monthly rent as agreed in the Lease shall be considered to be other than in payment on account of the earliest portion of the agreed rent then unpaid. Owner may accept such check without prejudice to the Owner's right to recover the balance of the rent or pursue any other remedy allowed under this Lease or otherwise. Writings, notations or statements written on the front or back of any check, money order or other monetary instrument (or accompanying such check, order, or instrument) given to Owner shall not be deemed a part of this Lease and shall not be binding on Owner. Owner's acceptance, endorsement, deposit or negotiation of the said check, money order or other monetary instrument shall not be deemed an acceptance of the conditions on same and Owner may accept same as if the said writing, statement or notation did not exist.

**E.** The descriptions in any headings or sub headings of the Lease are solely for convenience and do not constitute any part of the terms or conditions hereof. If, during execution of the Lease, particular attention is drawn to any section or sections, or You are asked to initial any given provision, no inferences of any kind shall be drawn from that fact and in particular, no inference is to be drawn as to the interpretation to be given that provision or its relative weight as compared with other provision of the Lease.

**26. NO REPRESENTATION; MERGER OF NEGOTIATIONS INTO LEASE; SPACE RENTED "AS IS"; SPECIFIC NOTIFICATIONS:**

**A. No Representation by Owner:** You agree that neither Owner nor Owner's agents have made any representation or promises concerning the physical condition of the Building, the land upon which it is erected, or the Apartment or the permitted uses of the Apartment or with respect to noises or odors (including that of tobacco smoke) however arising and whether

occurring inside or outside the Building, or any other matter or thing concerning the Apartment, except as mentioned in the agreement. All conversations and negotiations prior to the entry into this lease have been integrated and merged into this Lease. You also acknowledge that You have not relied on any representation or promise, or statement in Owner's floor plans or other publications that may have been shown to you before you signed this Lease, except as is expressly set forth in this Lease. It is understood that any dimensions, sizes, or other information on renting plans are approximations, and are not to be read into or made a part of this Lease. Owner shall not be liable, and this Lease shall not be void or voidable, due to any variations that may exist between such plans and the actual Apartment as to size or shape, fixtures, equipment or otherwise. You waive and release any claim, cause of action or set-off by reason of or arising out of any noise, inconvenience, or odors, however arising, and whether occurring inside or outside the Building. You shall not rescind this Lease or claim any abatement or reduction of rent, nor shall You fail to honor any other obligations under this Lease by virtue of any of the above-mentioned items.

**B. Owner's Renovations:** Owner hereby discloses that the Owner may from time to time repair, replace, or renovate building elements (collectively "renovate" or "renovation") and that Owner anticipates engaging in an ongoing process of renovation over time throughout the Building. You acknowledge that You have been advised of the ongoing renovation process and You having knowingly, willingly and voluntarily agreed to execute this Lease and enter into occupancy nonetheless. You agree that such renovation activities shall not constitute a violation of Article 6 of the Lease or any rights otherwise enjoyed by You, including, but not limited to, Your right to quiet enjoyment. It is understood that, but for Your agreement to this provision, Owner would not have entered into this Lease with You.

**C. Space Rented "As Is":** You have inspected the Apartment, have full knowledge of its condition, and agree to take the Apartment in its present condition. You agree that Owner has not promised to do any work in the Apartment except as may be specified in a rider signed by the Owner and attached to this Lease. The taking of occupancy of the Apartment by You shall be conclusive and final evidence that the Apartment was in good and satisfactory condition at the time such occupancy was taken by You. Your initials by this provision is your acknowledgement that you have specifically asked Management to allow you to take possession of the Apartment on the first of the month whether the make-ready has been completed or not.

**D. Lead Paint Form:** You also acknowledge having read and executed the form entitled "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards." In addition, You acknowledge receiving (i) an executed copy of such form by the Owner and (ii) the governmental pamphlet entitled "Protect Your Family From Lead in Your Home."

**E. Stairs, Fire Escapes, Roofs:** You agree that you will not, except in case of emergency, use or go on the stairs, fire escape, or roof for any purpose other than transit between the following: your apartment, another apartment to which you have been invited, the lobby and the basement.

## 27. ANIMALS:

**A. Harboring of Animals:** You agree that you will not harbor, keep, maintain, or allow in or about the Apartment or Building or permit Your Invitees or any other person to keep, maintain, or allow therein, any dog or other domestic or wild animals without prior the written consent of the Owner. This provision may be waived only by a written document signed by Owner in each instance or by a waiver as provided by law. No pigeons or other birds or animals shall be fed from the window sills, terraces, balconies or in the yard, court spaces or other public portions of the Building, or on the sidewalk or street adjacent to the Building.

**B. Rules for Harboring Animals:** In the event Owner consents to keeping an animal in the apartment, or in the event there is a waiver of the provisions of subparagraph "A" by Owner, whether in writing or by operation of law, the following rules shall apply to such animal: (i) The pet must not be a nuisance to the Owner, Owner's property, other tenants of the Building or guests or invitees entering the Building. (ii) Whenever the pet leaves an apartment and enters any public or common area of the Building, pet shall be leashed at all times. (iii) Dogs must never be allowed to urinate or defecate in landscaped areas, planters, or on or in the Building. (iv) All pets must be properly licensed, have appropriate injections and inoculations and be examined for illnesses at least annually by a Veterinarian. Upon demand, You agree to obtain from the Veterinarian and provide to the Owner a report with respect to the animal's health. (v) In no event shall dogs be permitted in elevators or in any of the public portions of the Building unless carried or on a leash nor shall they be allowed in any Building garden.

## 28. MISCELLANEOUS:

**A. Misrepresentation; Default Prior to Occupancy:** It is understood and agreed that in the event You shall, in Your application for Apartment Lease, make any misrepresentations, Owner may treat the same to be a violation of a covenant of this Lease, and the remedies provided above shall become and be applicable thereto. If You shall, before the date fixed for the commencement of this Lease, default in the performance of this Lease or any agreement by You contained in any other lease or letting by Owner to You, then, at the option of Owner, this Lease shall become void and shall be a nullity and You agree not to be entitled to possession hereunder.

**B. Floor Coverings:** You agree to cover at least eighty (80) percent of the floor area of the Apartment with carpeting or rugs (in each case "padded") excepting the kitchen, and bathrooms. The area covered shall include substantial portions of the areas used most often as walkways in the Apartment. If, after written notice by Owner requesting compliance with this provision, You have not complied, (1) Owner will have the right to terminate Your lease, as provided elsewhere in this Lease, and (2) You agree that you will be obligated to pay additional rent in the amount of one hundred Dollars per month until such time as you have installed the carpet as required.

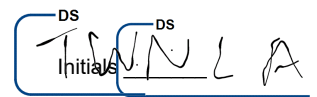
**C. Execution of Lease By Owner:** You have executed this Lease and paid the rent and security upon the express understanding that the Lease shall not be deemed fully executed until the earlier of (1) such time as the Lease, signed by the Owner, is mailed or otherwise returned to You or (2) You are given possession of the Apartment. The Owner shall have the right to deposit monies paid hereunder and such deposit shall not be construed as an execution of the Lease by Owner. In the event the Owner shall refuse to sign the Lease, then Owner upon returning the monies (if any) paid by You, shall be released from any further liability under the terms of the proposed Lease, and the Lease shall be deemed canceled and of no force and effect.

**D. Smoke & Carbon Monoxide Detectors:** At the start of this Lease, Owner shall install one or more working smoke & carbon monoxide detectors (referred to collectively as "detectors"). If your Apartment has one or more smoke & carbon monoxide detectors which Owner installed, then You agree that Owner is not responsible for any servicing or maintenance of the detectors including but not limited to the replacement of batteries, except as provided by law. If a detector has been installed in your Apartment, You agree that You have inspected it and that it is in good working order. You shall be liable to Owner for any damage caused by your failure to keep your detector in good working order. Owner will not be liable for any damage caused by the failure of any smoke detector in your Apartment to operate properly. If Owner installs a smoke & carbon monoxide detector in Your Apartment, You agree to pay Owner ten (10) dollars therefore in accordance with applicable law.

**E. Terraces and Yards:** If the Apartment is adjacent to a terrace or yard with a door leading thereto, You shall have the right to the use thereof in the manner designated by the Owner. Use of said terrace is restricted to persons fully clothed. The terrace is not to be used for cooking or storage purposes of any kind, nor is wash, bedding, or clothing to be aired or hung thereon. You acknowledge that only the following items may be placed on the terrace: two (2) planter's boxes having a size no greater than 2'x2'x2', six (6) chairs and a table. You further acknowledge that You shall not leave any umbrella unattended on the roof. You may not place or use any type of cooking apparatus on the terrace, including, but not limited to, a barbeque or stove. No fence, railing or screening is to be constructed or placed thereon by You, nor shall anything which, in the opinion of the Owner, is damaging to the Building, be constructed or placed thereon. If at the time You take occupancy, planters, fencing, railing, or screening are present on the terrace, Owner may, at any time during the term of the Lease or any extension thereof require that You remove same. You shall keep the terrace clear of all snow, ice, leaves and garbage.

**F. Antennas, Etc.:** Antennas, satellite dishes and other receiving devices may not be erected or maintained on the roof or attached to outside walls, window sills, terraces, private garden areas or railings of the Building. Awnings or other projections shall not be attached to the outside wall of the Building, railings, balcony or terrace.

**G. Obstruction of Windows:** The following events shall not be deemed to be a breach of this Lease or Owner's obligations hereunder and this Lease shall remain in full force and effect without giving You (or anyone claiming by, through or under You) any right of setoff, offset, abatement of rent or a claim for damages, nuisance, interference or otherwise, against Owner or its agents or a right to cancel this lease: (1) in the event any windows, light or view in or from the Apartment, as the case may be, shall become obstructed in whole or in part, as a result of



the erection of a building, scaffolding, sidewalk bridge or any structure in compliance with Local Law No. 11 of 1998 of the City of New York or otherwise; or (2) if the Apartment contains a “lot line” window or windows, and a building or structure is erected on adjacent property which blocks said window or windows.

**H. Public Areas:** You agree that You will not in any manner decorate or furnish any public areas of the Building, including the Apartment door and hallway outside of the Apartment. You may not use the roof or fire escapes or balconies for any purpose whatsoever, unless in case of emergency. There is absolutely no smoking anywhere in the public hallways, roofs, stairwells, building entrance or anywhere in the Building’s common areas.

**I. Military Service:** You represent that You are not in the military service or being supported by anyone in the military service at this time. If during the Lease term You join or come to be supported by anyone in the military service, then You agree to immediately notify the Owner of this change by certified mail, return receipt requested.

**J. Recycling:** You agree to obey and comply with the New York City Recycling Law, Section 16-301 et seq. of the New York City Administrative Code and all other current and future laws, orders, rules and regulations of all city, state and federal governmental bodies regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash (“Waste Products”). You agree to sort and separate Waste Products into the categories provided by law, and to dispose of them in accordance with the rules adopted by Owner for the sorting and separating of Waste Products. You agree to rinse recyclable bottles and containers before placing them in the designated receptacles. You must at your own expense contract for removal of Your discarded furniture from the Building to a garbage dump or other final repository. You may not dispose of furniture by leaving it in any public area of the Building, nor may you leave it in the basement nor may You leave it on the sidewalk adjacent to the Building. You agree to pay all costs, expenses, fines, penalties and/or damages which may be imposed on Owner or You by reason of Your failure to comply with the provisions of this Article. At Your sole cost and expense, You agree to and shall, indemnify, and hold Owner harmless from any and all actions, claims, liens, fines, judgments and suits arising from Your non-compliance. Your failure to comply with this Article shall be a violation of a substantial obligation of this Lease.

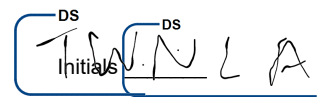
**K. Home Office:** You acknowledge that the Apartment is being rented to You for primarily residential purposes only. You agree that You will not use the Apartment for commercial and/or office use of any nature whatsoever. The provisions of this Article shall be deemed a material inducement of the Owner for the execution of this Lease and any breach of Your obligations, agreements or representations under this Article shall be deemed a material default entitling Owner to exercise any or all of the rights and/or remedies provided in the Lease or which are available to Owner at law or in equity.

**L. Locks, Keys, and Entrance Doors:** Owner provides a mortise lock and key. You may install an additional lock above the mortise lock in the space and manner designated by Owner. If You install a lock, install a strip plate, or make any other alteration to or penetration of the door, You will be responsible to pay for replacement of the door. You agree to provide a copy of the key to the additional lock. If you do not provide a key, You agree that, in the event Owner seeks access to the Apartment in accordance with its rights, it may drill the lock without liability to You for the cost of the lock.

**M. Private Employment of Owner’s Employees:** You agree that you will not directly employ Owner’s employees.

**N. Intentionally Left Blank**

**O. Mold, Mildew, Bacteria:** You agree that you will take all appropriate action to retard and prevent the growth or accumulation of mold, mildew, and bacteria in the Apartment. This means, for example, that You will keep Your apartment clean (clean and dust your apartment on a regular basis) and remove visible moisture on windows, walls, ceilings, floors and other surfaces as soon as possible. You agree that you will not block or cover any of the heating, ventilation or air-conditioning units in the Apartment. You will not allow water to run unattended or to run onto the floor of any room. You will keep each plant, if any, in a planter which, in turn, will be kept in a readily visible saucers adequate in size to receive any overflow of water. If You



use a humidifier or air conditioner, or by some other means alter the relative humidity of the Apartment, You agree that you will keep the humidifier clean and will not permit the relative humidity of the apartment to increase to a percentage greater than 60 percent relative humidity. You agree that You will immediately report both orally and in writing (i) any evidence of a water leak (such as, for example, water dripping from an air conditioner or pipe) or excessive moisture in the Apartment (such as buckling floors or stained walls), as well as in any common area; (ii) any evidence that plumbing fixtures are not functioning properly (such as a running toilet or dripping faucet); and (iii) any evidence of mold-like or mildew-like growth staining, or smell (unless the smell and staining can be removed by simply applying a common household cleaner and wiping the area). In the event mold begins to grow on any of Your personal property, you agree to immediately remove that property from the Building. You further agree that You will be liable for any damages, whether to the Owner or to anyone else, that result from Your failure to comply with the terms of this Paragraph or that could have been avoided had you complied with the terms of this Paragraph.

**29. EARLY OR LATE POSSESSION:**

**A. Early Possession:** If permission is given to You to enter into the possession of the Apartment or to occupy premises other than the Apartment prior to the date specified as the commencement of the term of this Lease, You covenant and agree that such occupancy shall be pursuant to all of the terms, covenants, conditions and provisions of this Lease, except as to the covenant to pay rent. The provisions of this Article are intended to and hereby constitute “an express provision to the contrary” within the meaning of Section 223-a of the Real Property Law.

**B. Inability to Give Possession:** Owner shall not be held liable for failure or delay in giving possession to You due to failure of the present occupant to vacate at the end of his term, or because repairs, improvements, or decorations of the Apartment or of the Building are not completed, or for any cause beyond the Owner’s reasonable control, nor shall such failure or delay entitle You to an abatement or reduction of the rent provided by this Lease. The validity of the Lease shall not be impaired by reason of Owner’s failure to give possession, nor shall the failure to give possession extend the length of the term of the Lease. However, if the Owner is unable to give You possession on the date this lease commences, this Lease will start on the date You are given possession of the Apartment and the expiration date of this lease shall be adjusted accordingly to reflect the full term of this lease. Your obligation to pay annual rent shall not commence until You are delivered possession of the Apartment. If the Owner does not give You possession of the apartment within fourteen (14) days of the commencement date of this lease, either party, on three (3) days written notice may terminate this lease. If either party terminates this lease, then neither party shall have any liability whatsoever to the other hereunder except that You shall be entitled to be refunded any monies paid to Owner on the account of this lease.

**30. SUCCESSOR INTERESTS:** The agreements contained in the Lease shall be binding on and apply to the Owner and You and their respective heirs, distributees, executors, administrators, successors, and their assigns, except as otherwise provided in the Lease. However, nothing in this Article shall be deemed to confer a right of assignment on You.

**31. PARAGRAPH or ARTICLE HEADINGS; INVALIDITY:** The paragraph or article headings are for convenience only and are not to be given weight in interpreting this Lease. The partial invalidity of any provision of any Article of this Lease shall not affect the validity of the remainder of such provision or of the Lease generally.

**32. JURISDICTION; APPLICABLE LAW; VENUE or SITUS OF LAWSUITS:** You acknowledge that the Building is located in New York and this Lease was executed and is to be performed in New York. Any dispute between You and the Owner shall be governed by the laws of the State of New York. You submit to the jurisdiction of the courts of the State of New York and notwithstanding the fact that You reside or be located out of New York State, You also agree that You do not have to be personally served legal process of any kind outside of New York State and at Owner’s choice, service of process may be made either (1) at the demised premises or (2) at such other place as may work or reside, by certified mail, return receipt requested. In the case of service by certified mail, service will be deemed completed two (2) days after it is deposited with the United States Postal Service. Owner may still serve process upon You in any other manner allowed by law in any action or proceeding started in any local, state, or federal court in the State of New York, County of New York. You agree that any legal proceeding brought by you in a court against Owner or its managing agent or any of their members, officers, affiliates or employees, or independent contractors hired by Owner or its managing agent, will be brought in the Civil Court of the City of New York, County of New York, or in the Supreme Court of the State of New York, County of New York or the United States Federal Court in the Southern District of New York. You also agree that any legal proceeding brought by you in an administrative agency against Owner or its managing agent or any of their members, officers, affiliates or employees, or independent contractors hired by Owner or its

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managing agent, will be brought in the office of that agency in, or as close as possible to, New York City.

IN WITNESS WHEREOF, Owner and You have respectively signed and first above written.

LANDLORD: 210 East Property LLC

by J&M Realty Services Corp, Managing Agent

by: \_\_\_\_\_  
Jerry Edelman, Agent

DocuSigned by: 5/30/2024  
Tenant  
DocuSigned by: 5/30/2024  
Tenant.

**HOUSE RULES AND REGULATIONS ATTACHED TO AND MADE A PART OF THE LEASE**

**a. Moving; Use of Elevators:** Elevators (if any) may be used for purposes other than carrying passengers (such as moving furniture in or out of the Building) only between the hours of 9:00 AM and 4:00 PM, on weekdays other than legal holidays. Tenants shall move their furniture and possessions only on the day and hour designated by the Owner. Owner shall not be liable for any costs, expenses or damages incurred by Tenant in moving, whether by reason of delays or otherwise. The Owner, therefore, advises You to acquire insurance in the form of a Certificate of Liability, naming Owner and its Managing Agent as additionally insured, for any such delivery or removal of your property.

**b. Use of Passageways:** The sidewalks, entrances, driveways, elevators, stairways, or halls shall not be blocked by any Tenant or used for any purpose other than for entering and leaving from the Apartment and for deliveries in a fast and proper manner using elevators and passageways chosen for such deliveries by Owner. Neither Tenant, members of Tenant's family, guests or visitors shall loiter in the public halls or areas of the Building.

**c. Use of Bathrooms, Water Closets:** The water and wash closets and plumbing fixtures shall not be used for any purpose other than those for which they were designed or built, and no sweepings, rubbish, bags, acids, or other substances shall be placed in them.

**d. Appliances:** Tenant shall not install a washing or drying machine or air conditioning unit or make any changes in or connections to the plumbing, heating, or electrical systems, without the written consent of the Owner.

**e. Signs, Awnings, Clotheslines, etc.:** Tenant shall not expose any signs, advertisements, illuminations, awnings, window guards, clotheslines or poles or projections in or out of the windows or on the exterior of the Building, or upon it any place, except such as shall be approved and permitted in writing by the Owner. The Tenant shall use such shades or venetian blinds in the windows of the Apartment as are put up or approved by the Owner.

**f. Smoking in Apartment:** Tenant acknowledges and agrees that none of the Tenants or Roommate(s) or their Invitees shall smoke in the Apartment or in any common areas of the Building. This is a SMOKE-FREE building.

**g. Children at Play:** Children shall not be allowed to play in the basement, yards, lobby, public halls, stairways, or elevators, or on the roof or about the main entrance to the Building.

**h. Windows, Fire Escapes:** Tenant must not allow cleaning of the windows of the Apartment or any other part of the exterior of the Building, from the outside. No carpet, rug, plants, bedding, clothing, or other articles shall be hung or shaken out of any window of the building, and no Tenant shall 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, nor shall Tenant place any articles outside of the Apartment or outside of the Building except in safe containers and only at the places chosen by Owner. No fire escapes, stairways, or hallways shall be blocked by Tenant's property in any manner.

**e. Noise:** Tenant shall not make any disturbing noises in the Building, nor shall he permit any to be made by his, her, or its family, friends, or servants, nor shall he do or permit anything to be done by such persons that will interfere with the rights, comforts, or convenience of other tenants. Tenant shall not play upon or suffer to be played upon any musical instruments or operate a radio or television set or phonograph or other device in the Apartment between the hours of 10:00 PM and the following 8:00 AM if the same shall disturb or annoy other occupants of the Building. Noise shall be deemed to be disturbing if it can be heard in the public hall. The playing of radio, television, phonograph or other musical instruments shall be deemed to be disturbing if it can be heard in the public hall adjacent to the Tenant's Apartment.

**j. Loitering, Parties:** Tenant shall not permit his, her or its guests to loiter or congregate in the public hall or in the lobby. Tenant shall not permit parties to be conducted in the Apartment. A gathering of more than 10 persons in addition to the Tenant in the Apartment, shall be deemed a party.

**k. Locks:** The Tenant shall not be permitted to remove or change the locks on any door supplied by Owner, and the Owner shall have the right to remove, at the Tenant's expense, any locks placed by Tenant. Owner shall be given a duplicate key to Tenant's Apartment entrance upon request. The Owner may retain a pass key to the Apartment. No tenant may install any lock or knocker on any door or window of the Apartment except to the extent and in the manner allowed by law and immediately upon making any such installation, Tenant shall notify Owner by certified mail, return receipt requested, and shall give Owner a duplicate key thereto. No changes shall subsequently be made to the locks or mechanism thereof without consent of Owner and delivery of duplicate keys thereto. Each Tenant must, upon the termination of the tenancy, return to Owner all keys, either furnished to, or otherwise obtained by such Tenant from Owner, and in the event of the loss of any keys so furnished, Tenant shall pay to Owner the cost of replacing them.

**l. Fuel Shortage:** The Owner shall not be required to furnish customary heat or hot water in the event of a public shortage of fuel or in the event of a national emergency.

**m. Elevators:** The automatic elevators (if any) shall be operated only by adults. No child unattended by an adult shall be permitted in such elevators. Operation of the elevators must not

in any event be interfered with by the Tenant, his, her or its family, servants, employees, agents, visitors or licensees.

**n. Public Halls, Storage, Servants, Use of Basement Entrance:** No baby carriages or bicycles or other like paraphernalia shall be allowed in the elevators, or to remain in the halls, passageways, areas, or courts of the Building. No garbage cans, kitchen supplies, or other articles shall be placed or left in the halls or landings. Servants, except nurses accompanying children, and all baby carriages, bicycles and other vehicles shall have ingress and egress through the basement only, and shall not make entrance or exit by the main entrance.

**o. Garbage:** Garbage means anything which (1) the Tenant wishes to dispose of and (2) which Owner permits to be disposed of, by means of the facilities provided by the Owner in the common areas of the building.

Garbage other than "recyclables", must be wrapped in small, tight parcels and thrown into the compactor chute or brought to the area designated by the Owner for disposal of same. The use of the compactor is limited to waste materials such as garbage and rubbish. No volatile or highly inflammable or toxic materials or "recyclables" shall be thrown into the compactor. If there is no compactor, all garbage shall be brought down by Tenant at such times and to such places as designated by the Owner.

"Recyclables" are defined as: 1. GLASS, PLASTIC, METAL: Glass and plastic bottles, tin cans, aluminum foil and pans; and 2. PAPER PRODUCTS: Newspapers, magazines, cardboard boxes. Tenants are to separate recyclables out of their garbage and dispose of them in the following manner:

GLASS, PLASTIC, METAL: These items can be mixed together. They should be washed clean and placed in a clear plastic bag and left in the area designated by the Owner for their disposal.

PAPER: Newspapers, magazines and other paper goods should be tied together with twine and left in the area designated by the Owner for their disposal.

The Owner may from time to time change these rules either in response to changes in law, regulations, or enforcement methods of the Department of Sanitation, or for any other reason the Owner in its sole discretion deems appropriate.

**p. Deliveries:** Supplies, goods and packages of every kind are to be delivered at the entrance provided therefore, to the Tenant, or in such manner as the Owner may provide, and the Owner is not responsible for the loss of or damage to any such property, notwithstanding the fact that such loss or damage may occur through the carelessness or negligence of the employees of the building.

**q. Laundry:** The laundry and drying apparatus, if any, shall be used in such manner at such times as the superintendent or other representative of Owner may direct. The Tenant shall not dry or air clothes on the roof. Laundry machines, if any, are used at Tenant's risk and cost. Owner may stop their use at any time.

**r. Animals, Pets:** No animals of any kind shall be kept or harbored in the apartment, unless same in each instance be expressly permitted in writing by the Owner, and such consent, if given, shall be revocable by the Owner at any time. In no event shall any dog or animal be permitted on any passenger elevator or in any public portion of the building unless carried or on leash, nor in 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 AGREEMENT. ANY FAILURE OF TENANT TO OBEY THIS RULE AND REGULATION SHALL BE DEEMED A SERIOUS VIOLATION OF AN IMPORTANT OBLIGATION OF TENANT UNDER THIS AGREEMENT. AND OWNER MAY ELECT TO END THIS LEASE BASED UPON SUCH VIOLATION,

**s. Parking:** Tenant, his, her or its family, friends, or servants will obey the parking, garaging, and any other traffic regulations promulgated by the Owner.

**t. Energy:** The Tenant shall conserve energy.

**u. Lawns and Gardens:** The Tenant herein will not disturb, plant or use in any manner the gardens and lawns, if any, in the front or rear of the Building.

**v. Attire:** The Tenant, his, her or its family, guests, servants, and other visitors shall not appear in the halls, foyers, elevators, or upon the stairways of said premises in any attire other than street clothes and shall not use the elevators, foyers, halls, or stairways of the Building while dressed in bathing attire, whether or not the same be covered by a coat, wrap, cloak, or other apparel.

**w. Venetian Blinds:** If any Venetian blinds are installed on the premises by the Owner, the Tenant agrees to take good care of said Venetian blinds, and at the expiration of the term, deliver them back in good order and condition, damage by the elements excepted. The Owner may install and remove such Venetian blinds at such times as he deems advisable.

**x. Violation of Rules: Amendment of Rules:** Should the Tenant, his, her or its servants, agents, or employees, or any occupant of said premises violate any of the foregoing rules and regulations, the Owner may cancel this Lease as hereinbefore set forth. However, the failure of any other Tenants to comply therewith shall not be deemed a constructive eviction or entitle the Tenant to an abatement or reduction of rent. Owner reserves the right to rescind or change any of the foregoing rules and to make such other rules and regulations from time to time as may be deemed needful to the safety, care and cleanliness of the premises and for securing the comfort and convenience of all Tenants.

**y. Errands:** No employee of the Owner shall be sent out of the Building by any Tenant

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at any time for any purpose.

**z. Tours, Sales:** No tour of the Apartment may be conducted. Auctions or tag sales are not permitted in the Apartment.



Move-In Procedure  
 210 East Property LLC  
 210 East 58th Street  
 New York, NY 10022

Congratulations on your new apartment! Please use this guide as a resource for a proper and safe move. If you have any questions please contact the office directly; a property manager will be happy to assist you further.

### Key Pickup

Your building and apartment door key will be available for pickup at our management office. Keys will be released on the lease start date. **If this falls on a weekend please contact our office to make other arrangements.** One set of keys per leaseholder plus a spare will be issued. Additional copies are \$30 per key.

### Apartment Inspection

All new tenants may request an inspection with their building's property manager. Appointments must be scheduled at least two weeks in advance Monday through Friday 9am-5pm, by contacting the management office at (212)721-0424. your onsite inspection does not occur, you may document any damages up to one day after keys are received. Any damage not recorded may be assessed from your security deposit.

### Movers/Furniture Delivery

Any outside vendor entering the property on your behalf must submit a certificate of insurance. All reputable movers and shippers should be able to produce these documents. Movers and shippers who do not present this certificate will be asked to leave the property until they can produce these documents. Fax the COI to 212-721-0304.

Additionally insured: 210 East Property LLC  
 C/o J&M Realty Services Corp.  
 341 St. Nicolas Avenue  
 Suite.1  
 New York, NY 10027

Additionally Insured: J&M Realty Services Corp.  
 341 St. Nicholas Avenue  
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### Utilities

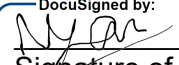
It is the responsibility of the tenant to establish their utility accounts on or before lease start date. You may contact ConEdison at (212)243-1900 for your gas/electric services. Also, please contact Time Warner at (800)892-4357 for your cable and internet services.

### Superintendent

Please reach out to your superintendent. Pablo can be reached at 212-421-5934. Your superintendent is available for minor repairs.

### Repairs

Major repair requests should be directed to [repairs@jmrealty.org](mailto:repairs@jmrealty.org). Additionally, you may contact our office at (212) 721-0424 for 24/7 support.

DocuSigned by:  
  
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 DocuSigned by:  
  
 Signature of Leaseholder  
 Date

5/30/2024

5/30/2024



Move-In Procedure  
210 East Property LLC  
210 East 58th Street  
New York, NY 10022

Please use this guide as a resource for a proper and safe move. If you have any questions please contact the office directly; a property manager will be happy to assist you further.

### Key Drop-off

Your building and apartment key can be dropped off at the end of your lease to our management office or can be delivered at the time of onsite move-out inspection. **If this falls on a weekend please contact our office to make other arrangements.** All keys, including those additionally purchased must be returned to the management office.

### Apartment Inspection

All tenants ending their lease may request an inspection with their building's property manager. Appointments must be scheduled at least two weeks in advance Monday through Friday 9am-5pm, by contacting the management office at (212)721-0424. If your onsite inspection does not occur, you may document any damages up to one day after keys are returned. Any damage not recorded may be assessed from your security deposit.

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Any outside vendor entering the property on your behalf must submit a certificate of insurance. All reputable movers and shippers should be able to produce these documents. Movers and shippers who do not present this certificate will be asked to leave the property until they can produce these documents. Fax the COI to 212-721-0304.

Additionally insured: 210 East Property LLC  
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341 St. Nicholas Avenue  
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DocuSigned by:  
[Signature]  
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5/30/2024  
Signature of Leaseholder  
EB32E97B8FD84DC...  
Date  
5/30/2024



Thazin Win Nyan Lin Aung

Tenant Name Thazin Win Nyan Lin Aung  
 Address 191 willoughby street Email thazinwinnyanlin@gmail.com  
 Apt 12F Tel # 6263635465  
 Cell # 6263635465 Date 5/28/2018

I hereby authorize J &amp; M Realty to:

\_\_\_ Initiate a monthly debit from the account specified below to pay for the charges of the above referenced unit on the fifth (5<sup>th</sup>) day of each month.

The charges I agree to be automatically debited from my account are (check only those that apply):

Monthly Rent: ☐  
 MCI Charges ☐  
 Miscellaneous Charges ☐

Account Type:  
 \_\_\_ Savings \_\_\_ Checking  
 Routing Number: \_\_\_\_\_  
 Account Number: \_\_\_\_\_

**Please mark one of your checks "void" and attach to this authorization form.**

STATE OF NEW YORK )

)ss.: COUNTY OF NEW YORK

)  
 On the \_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

**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): Nyan Lin Aung & Thazin Win

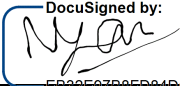
Subject Premises: 210 East 58th Street, New York, NY 10022

Apt. #: 10A

Date of vacancy lease: May 30, 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. **NO HISTORY**
- ☐ 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: \_\_\_\_\_.

Signature of Tenant(s):  DocuSigned by: 5/30/2024  DocuSigned by: 5/30/2024 Dated: \_\_\_\_\_

Signature of Owner/Agent: \_\_\_\_\_ Dated: \_\_\_\_\_



### Bedbug Annual Filing Receipt

Premises Address: **210 EAST 58 STREET, MANHATTAN**

Certificate Number: **BBR2200301449**

Date Filed with HPD: **12/23/2022**

Filed By: **J&M REALTY SERVICES CORP.**

Information Period: **November 2021 - October 2022**

Total Dwelling Unit Count: **100**

Infested Dwelling Unit Count: **0**

Eradicated Dwelling Unit Count: **0**

Re-infested Dwelling Unit Count: **0**

I certify that:

A copy of this form and the DOHMH Bedbug Information Notice will be given to each tenant within such multiple dwelling upon each lease renewal or the commencement of a new lease.

**Transient Rentals Rider**

**PROHIBITION AGAINST TRANSIENT RENTALS**

Property Address: 210 East 58th Street, New York, NY 10022

**PLEASE BE ADVISED:**

Usage of your apartment as a ***Transient Vacation Rental*** unit is a direct violation of Multiple Dwelling Law §4, which prohibits renting out apartments in permanent occupancy (Class A) multiple dwellings or anything fewer than 30 days, and/or on a day to day (transient) basis.

It is a violation of the law, and of your Lease, to use your apartment as a transient vacation rental. As such, your lease will be terminated on said grounds if you are using your apartment as a transient rental or advertising your apartment in any newspaper, magazine listing or website, including but not limited to, "Airbnb.com," "FlipKey.com," "Homeaway.com." or any other website promoting transient rentals.

**IF YOUR LEASE IS TERMINATED AND YOU ARE EVICTED UNDER THE ABOVE-  
STATED GROUNDS, YOU ARE LIABLE FOR DAMAGES, INCLUDING BUT NOT  
LIMITED TO, BROKER'S FEES, TIME TO RE-LET THE APARTMENT AND  
EXCESSIVE WEAR AND TEAR FROM TRANSIENT USE.**

**Sign below to acknowledge you have received this notice.**

DocuSigned by:

  
\_\_\_\_\_  
Tenant

5/30/2024

**Date**

DocuSigned by:

  
\_\_\_\_\_  
Tenant

5/30/2024

**Date**

|                                                                                                                                       |           |                                                                                                       |           |
|---------------------------------------------------------------------------------------------------------------------------------------|-----------|-------------------------------------------------------------------------------------------------------|-----------|
|                                                                                                                                       |           | DocuSigned by:<br> | 5/30/2024 |
| Lessor<br>DocuSigned by:<br><br>EB32E97B8FD84DC... | Date      | *Lessee                                                                                               | Date      |
| **Lessee                                                                                                                              | 5/30/2024 | ***Lessee                                                                                             | Date      |
| Agent                                                                                                                                 | Date      | Agent                                                                                                 | Date      |



FOR USE AS OF JANUARY 1, 2021

To: Tenant

From: Landlord/Building Owner

Date: 5/30/2024

## PROTECT YOUR CHILD FROM LEAD POISONING AND WINDOW FALLS

### Annual Notice

New York City law requires that tenants living in buildings with three or more apartments complete this form and return it to their landlord before **February 15**, each year. **If you do not return this form, your landlord is required to visit your apartment to determine if a child resides in your apartment.**

#### Peeling Lead Paint

**By law**, your landlord is required to inspect your apartment for peeling paint and other lead paint hazards at least once a year if a child 5 years or younger lives with you or routinely spends 10 or more hours each week in your apartment.

- You must notify your landlord in writing if a child 5 years or younger comes to live with you during the year or routinely spends 10 or more hours each week in your apartment.
- If a child 5 years or younger lives with you or routinely spends 10 or more hours each week in your apartment, your landlord must inspect your apartment and provide you with the results of these paint inspections.
- Your landlord must use safe work practices to repair all peeling paint and other lead paint hazards.
- **Always report peeling paint to your landlord. Call 311 if your landlord does not respond.**

These notice and inspection requirements apply to buildings with three or more apartments built before 1960. They also apply to such buildings built between 1960 and 1978 if the landlord knows that lead paint is present.

#### Window Guards

**By law**, your landlord is required to install window guards in all of your windows if a child 10 years or younger lives with you, OR if you request window guards (even if no children live with you).

- **It is against the law** for you to interfere with installation, or remove window guards where they are required. Air conditioners in windows must be permanently installed.
- Window guards must be installed so there is no space greater than 4½ inches above or below the guard, on the side of the guard, or between the bars.
- **ONLY** windows that open to fire escapes, and one window in each first floor apartment when there is a fire escape on the outside of the building, are legally exempt from this requirement.

These requirements apply to all buildings with three or more apartments, regardless of when they were built.

**Fill out and detach the bottom part of this form and return it to your landlord.**

Please check all boxes that apply:

- ☐ **A child 5 years or younger lives in my apartment or routinely spends 10 or more hours each week in my apartment.**
- ☐ **A child 10 years or younger lives in my apartment and:**
- ☐ Window guards are installed in all windows as required.
- ☐ Window guards need repair.
- ☐ Window guards are NOT installed in all windows as required.
- ☐ **No child 10 years or younger lives in my apartment:**
- ☐ I want window guards installed anyway.
- ☐ I have window guards, but they need repair.

Nyan Lin Aung & Thazin Win

|                      |  |            |  |                    |  |
|----------------------|--|------------|--|--------------------|--|
| Last Name            |  | First Name |  | Middle Initial     |  |
| 210 East 58th Street |  | Apt. 10A   |  | New York, NY 10022 |  |
| Street Address       |  | City       |  | State              |  |
| 210 East 58th Street |  | New York   |  | NY                 |  |
| ZIP Code             |  | City       |  | State              |  |
| 10022                |  | New York   |  | NY                 |  |
| Signed by:           |  | Signed by: |  | Date               |  |
| 5/30/2024            |  | Nyan       |  | 5/30/2024          |  |
| Signature            |  | Date       |  | Telephone Number   |  |
| EB32E97B8FD84DC...   |  |            |  |                    |  |

**Deadline for return: February 15, 2025**

Return form to: name and address of landlord or managing agent. Call 311 for more information about preventing lead poisoning and window falls.

Approved 11/6/2020



New York City  
Department of Health  
and Mental Hygiene

# 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 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 him to install window guards at any time (you need not give a reason).

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

## CHECK 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**

Nyan Lin Aung & Thazin Win

Tenant (Print)  
DocuSigned by:

5/30/2024

DocuSigned by:

5/30/2024

Tenant's Signature

Date

210 East 58th Street, New York, NY 10022

10A

Tenant's Address

Apt No.

## RETURN THIS FORM TO:

210 East Property LLC

Owner/Manager

343 St. Nicholas Avenue, Suite 1 , New York, NY 10027

Owner/Manager's Address

**For Further Information call 311 for  
Window Falls Prevention**



## BUILDING SMOKING POLICY

Building/Property Address: 210 East 58th Street, New York, NY 10022

**T**here 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 in buildings with three or more residential units to create a policy on smoking and share it with all tenants. The building policy on smoking applies to any person on the property, including guests.

### DEFINITIONS

- a. Smoking:** inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, little cigar, pipe, water pipe or hookah, herbal cigarette, non-tobacco smoking product (e.g., marijuana or non-tobacco shisha), or any similar form of lighted object or device designed for people to use to inhale smoke.
- b. Electronic Cigarette (e-cigarette):** a battery-operated device that heats a liquid, gel, herb, or other substance and produces vapor for people to inhale.

### SMOKE-FREE AIR ACT

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

### POLICY ON SMOKING

Smoking is not allowed in the locations checked below. Even if no boxes are checked, the Smoke-Free Air Act bans smoking tobacco or non-tobacco products, and using e-cigarettes, in indoor common areas.

- ☒ Inside of residential units\*
- ☒ Outside of areas that are part of residential units, including balconies, patios, and porches
- ☒ Outdoor common areas, including play areas, rooftops, pool areas, parking areas, and shared balconies, courtyards, patios, porches, or yards
- ☒ Outdoors within 15 feet of entrances, exits, windows, and air 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 listed here: \_\_

343 St Nicholas Ave, Ste 1, New York, NY 10027

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 & 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. I understand that violating the smoking policy may be a violation of my lease.

Tenant's Name (Print) Thazin Win

Tenant's Signature [Signature] 5/30/2024

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DocuSigned by:

[Signature] 5/30/2024

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Owner/Manager's Name (Print) Jerry Edelman, A/A/F 210 East Property LLC

Owner/Manager's Signature

dAte



## STOVETOP KNOB COVER NOTICE

If you have a child under six (6) years of age residing in your apartment, and if you have a gas-powered stove, you are entitled to have stove knob covers for each knob located on the front of each stove; or, if you ask for the installation of stove top knob covers. Please check one box:

☐ Children younger than six (6) years of age live in my apartment

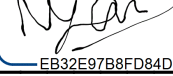
☐ I want stovetop knob covers

☐ I do not want stovetop knob covers

☐ No children under the age of six (6) live in my apartment

☐ I want stovetop knob covers even though I have no children under the age of six (6) living in my apartment

X DocuSigned by:  
  
FB5D4ACA97194B0...

X DocuSigned by:  
  
EB32E97B8FD84DC...

Tenant's Signature

Date: 5/30/2024 Date: 5/30/2024

Tenant's Address & Apartment Number:

**Nyan Lin Aung & Thazin Win**  
210 East 58th Street  
Apt. 10A  
New York, NY 10022

Return this form to (Owner/Manager):  
J&M REALTY SERVICES CORP.  
343 ST NICHOLAS AVE #1  
NEW YORK, NY 10027

RENTER’S INSURANCE

Renter shall purchase and keep in full force and effect during the term of this lease and subsequent renewal leases, if any, a standard form of property and liability insurance and name Owner as co-insured.

DocuSigned by:



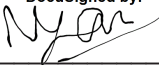
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**Renter**

5/30/2024

**Date**

DocuSigned by:



EB32E97B8FD84DC...

**Renter**

5/30/2024

**Date**



MILITARY STATUS

- ☐ Renter represents that he or she is in the United States military, or is dependent upon a member of the United States military. ←
- ☐ Renter represents that he or she is *not* in the United States military, and is *not* dependent upon a member of the United States military. Renter shall notify Owner within ten days of enlistment in the military.

The above response is for informational purposes only and is intended to protect Renters who are in or may enter into military service.

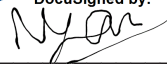
DocuSigned by:



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Renter

DocuSigned by:



EP32E97B8FD84DC...

Renter

5/30/2024

Date

5/30/2024

Date

←

# FLOOD HISTORY AND RISK LEASE RIDER/ NOTICE TO RESIDENTIAL TENANTS

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

The owner of **210 East Property LLC** (“Leased Premises”) hereby provides such notice by checking one of the following options:

n/a Any or all of the Leased Premises is located wholly or partially in a Federal Emergency Management Agency (“FEMA”) designated floodplain.

n/a Any or all of the Leased Premises is located wholly or partially in the Special Flood Hazard Area (“SFHA”; “100-year floodplain”) according to FEMA’s current Flood Insurance Rate Maps for the leased premises’ area.

n / a Any or 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.

n/a 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 over- flow, which is detailed as follows (attach addendum if more space is needed):

☒ 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 (NFIP) 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.

Owner Name (print) **210 East Property LLC**

Owner Signature \_\_\_\_\_ Date: \_\_\_\_\_

Tenant Name (print) Nyan Lin Aung & Thazin Win

Tenant Signature  5/30/2024  Date: 5/30/2024

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## **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 212-721-0424 or by e-mailing [repairs@jmrealty.org](mailto:repairs@jmrealty.org). You will need to show 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.

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 doctor provides documentation that having an animal will assist with your disability, you should be permitted to have the animal in your home despite a “no pet” rule.
- If you need grab bars in your bathroom, you can request permission to install them at your own expense. If your housing was built for first occupancy after March 13, 1991 and the walls need to be reinforced for grab bars, 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:

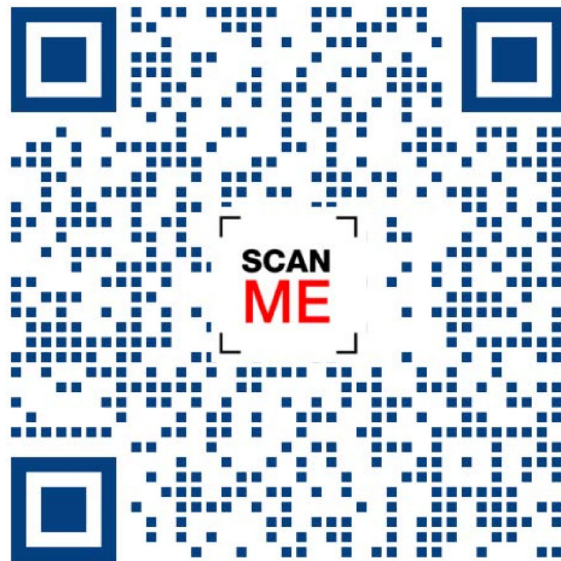
- Public and common areas must be readily accessible to and usable by persons with disabilities;
- All doors must be sufficiently wide to allow passage by persons in wheelchairs; and
- All multi-family buildings must contain accessible passageways, fixtures, outlets, thermostats, bathrooms, and kitchens.

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. You can find more information on your rights, and on the procedures for filing a complaint, by going to [www.dhr.ny.gov](http://www.dhr.ny.gov), or by calling 1-888-392-3644 with questions about your rights. You can obtain a complaint form on the website, or one can be e-mailed or mailed to you. You can also call or e-mail a Division regional office. The regional offices are listed on the website.

Please scan the QR Code to acknowledge receipt of this notification.





RE: Tenant Web Access App

Dear Residents,

Rent Manager has launched rmResident, a new mobile application that allows you to quickly access your Tenant Web Access account. With rmResident you can view your ledger and make monthly rent payments directly from your Android™ or iOS™ smartphone.

Please use these links to download the app from the App Store or Google Play:

<https://apps.apple.com/us/app/rmresident/id1540124885>

[https://play.google.com/store/apps/details?id=com.rentmanager.rmResident&hl=en\\_US  
&gl=US](https://play.google.com/store/apps/details?id=com.rentmanager.rmResident&hl=en_US&gl=US)

Once prompted, please use code JMRS to complete your account set-up.

Your attention is appreciated. Please contact our office at 212-721-0424 with any questions or concerns.

Sincerely,

Management  
J&M Realty Services Corp.



4 de agosto de 2021

A todos los residentes

RE: Aplicación Tenant Web Access

Estimados residentes,

Rent Manager ha lanzado rmResident, una nueva aplicación móvil que le permite acceder rápidamente a su cuenta de Tenant Web Access. Con rmResident puede ver su libro mayor y realizar pagos mensuales de alquiler directamente desde su teléfono inteligente Android <sup>™</sup> o iOS <sup>™</sup>.

Utilice estos enlaces para descargar la aplicación desde la App Store o Google Play:

<https://apps.apple.com/us/app/rmresident/id1540124885>

[https://play.google.com/store/apps/details?id=com.rentmanager.rmResident&hl=en\\_US&gl=US](https://play.google.com/store/apps/details?id=com.rentmanager.rmResident&hl=en_US&gl=US)

Una vez que se le solicite, utilice el código JMRS para completar la configuración de su cuenta.

Se agradece su atención. Comuníquese con nuestra oficina al 212-721-0424 si tiene alguna pregunta o inquietud.

Atentamente,

Administración  
J&M Realty Services Corp.



# Text Messaging Consent - J&M Realty Services Corp. (J&M)



Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Print or type.**  
**See Specific Instructions on page 3.**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br><b>Thazin Win</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                |
| <b>2</b> Business name/disregarded entity name, if different from above<br><b>Thazin Win</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                |
| <b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.<br><br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____<br><b>Note:</b> 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 <b>not</b> 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.<br><input type="checkbox"/> Other (see instructions) ► _____ | <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from FATCA reporting code (if any) _____<br><small>(Applies to accounts maintained outside the U.S.)</small> |
| <b>5</b> Address (number, street, and apt. or suite no.) See instructions.<br><b>191 W 11th Street Apt 12F</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>Requester's name and address (optional)</b><br><br>_____                                                                                                                                                                                                                    |
| <b>6</b> City, state, and ZIP code<br><b>Brooklyn NY 11201</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                |
| <b>7</b> List account number(s) here (optional)<br><br>_____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                |

## 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 *How to get a TIN*, 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         |   |   |  |  |   |   |   |  |  |   |   |   |   |   |  |  |
|--------------------------------|---|---|--|--|---|---|---|--|--|---|---|---|---|---|--|--|
| 4                              | 9 | 7 |  |  | - | 3 | 9 |  |  | - | 4 | 9 | 0 | 2 |  |  |
| or                             |   |   |  |  |   |   |   |  |  |   |   |   |   |   |  |  |
| Employer identification number |   |   |  |  |   |   |   |  |  |   |   |   |   |   |  |  |
|                                |   |   |  |  | - |   |   |  |  |   |   |   |   |   |  |  |

## Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

|                  |                                                                                                                |                |                  |
|------------------|----------------------------------------------------------------------------------------------------------------|----------------|------------------|
| <b>Sign Here</b> | Signature of U.S. person ►  | DocuSigned by: | Date ► 5/30/2024 |
|                  |                                                                                                                |                |                  |

## 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](http://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.
- 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.*

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

|                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                     |
|--------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Print or type.<br>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.<br><b>Nyan Lin Aung</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                     |
|                                                        | 2 Business name/disregarded entity name, if different from above<br><b>Nyan Lin Aung</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                     |
|                                                        | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.<br><br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____<br><b>Note:</b> 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 <b>not</b> 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.<br><input type="checkbox"/> Other (see instructions) ► _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from FATCA reporting code (if any) _____<br><br><i>(Applies to accounts maintained outside the U.S.)</i> |
|                                                        | 5 Address (number, street, and apt. or suite no.) See instructions.<br><b>204 Livingston St, Apt 31 Brooklyn Ny</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Requester's name and address (optional)                                                                                                                                                                                                                             |
|                                                        | 6 City, state, and ZIP code<br><b>11201</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                     |
| 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 *How to get a TIN*, 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.

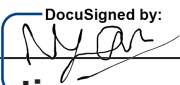
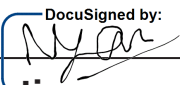
| Social security number         |   |  |  |   |    |  |  |   |      |
|--------------------------------|---|--|--|---|----|--|--|---|------|
| 63                             | B |  |  | - | 63 |  |  | - | 4692 |
| <b>or</b>                      |   |  |  |   |    |  |  |   |      |
| Employer identification number |   |  |  |   |    |  |  |   |      |
|                                |   |  |  | - |    |  |  |   |      |

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Under penalties of perjury, I certify that:

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|              |                                                                                                                |                                                                                                    |                  |
|--------------|----------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|------------------|
| Sign<br>Here | Signature of U.S. person ►  | DocuSigned by:  | Date ► 5/30/2024 |
|              |                                                                                                                |                                                                                                    |                  |

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  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
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