



DIVISION OF HOUSING AND COMMUNITY RENEWAL
92-31 UNION HALL STREET JAMAICA, NEW YORK 11433
Web Site: www.hcr.ny.gov

Electronic Lease Offer: Tenant's Voluntary Consent

General Instructions

Pursuant to Chapter 74 of the Laws of 2022 and Section 309 of the State Technology Law, owners of buildings and apartments subject to rent stabilization must obtain the voluntary consent of the tenant prior to the use of electronic records to execute a lease or renewal lease. The use of electronic records and signatures is voluntary and cannot be required by an owner.

The information entered on the Consent form must be consistent with the information entered in the lease offering to the tenant. Inconsistencies in information provided on this form and any future submissions to DHCR may be referred for internal review and appropriate administrative action.

Please refer to the Operational Bulletin 2022-1 (hcr.ny.gov/operational-bulletin-2022-1) for additional detailed information.

Filing Instructions

General:

Owners and tenants choosing to execute leases electronically along with all lawful riders, including but not limited to the New York City Rent Stabilized Lease Rider and/or the ETPA Standard Lease Addenda, will still be bound by the timeframes stipulated by the regulations pertaining to the window periods to offer and respond to a lease offering. Both parties will be required to retain proof of service and response as described in the Operational Bulletin 2022-1 to the electronic lease offering. Additionally, proof may be required in a proceeding before DHCR and/or the courts. **For specifics on the window periods, see DHCR Fact Sheet #4: Lease Renewal in Rent Stabilized Apartments.**

Please Note: The consent given in this form will apply to all subsequent lease renewal offers during the tenant's tenancy. Both owners and tenants retain the right to opt out of future electronic lease offerings by providing written notice to the other party. Should either the owner or tenant information change, both owners and tenants are required to provide written notice to the other party, and a new consent form should be completed.

BEFORE YOU COMPLETE THE FORM AND SERVE ON TENANT

Owners: This document should be completed by the owner and provided to the tenant to obtain the tenant's voluntary consent prior to/or concurrent with the electronic lease offering. The consent form must be signed by both parties and a copy must be provided to the tenant. Please retain a copy of all documents for your records. The Consent Form is **NOT** required to be served on the Office of Rent Administration.

Tenants: Please review the information entered by the owner before signing the "Tenant's Statement of Consent" and returning the form to the owner. For informational purposes only, this form has been translated into Español (Spanish), 中國 - 傳統 (Chinese - Traditional), Русский (Russian), Italiano (Italian), Kreyòl Ayisyen (Haitian-Creole), 한국어 (Korean), বাংলা (Bengali), יידיש (Yiddish), Polish (Polski) and Arabic (العَرَبِي), and can be found at the DHCR website: hcr.ny.gov

SECTION A (All Fields Must Be Completed by the Owner/Owner Representative)

Subject Apartment Address:

626 1st Ave

E.39F

New York, NY, 10016

Number/Street

Apt. No

City, State, Zip Code

Lease Offered to Tenant(s): Diego Ruiz de Velasco, Jorge M. Cadena, and Santiago Borunda

(print name)

Lease Description: (Please select only one)

☒ Vacancy lease

☐ Renewal lease

Owner/Owner Representative Contact Information: (Please print)

Name(s): American Copper Building LLC

Email Address:

Mailing Address: 626 First Avenue, New York, NY 10016

(Owner/Owner Representative)

Date

SECTION B (All Fields Must Be Completed by the Tenant)

Tenant Contact Information: (Please print)

Name(s): Diego Ruiz de Velasco, Jorge M. Cadena, and Santiago Borunda

Email Address: diegorvn@gmail.com

Mailing Address: 502 9th Avenue, New York, NY 10018 - US

(If different from subject apartment address)

Tenant's Statement of Consent

I hereby affirm that I have read this notice and voluntarily consent to an electronic lease offering and execution by the owner of the subject building and apartment.



Signed by Diego Ruiz de Velasco

Thu Aug 22 2024 10:25:40 PM EDT

Key: 9323F1D9; IP Address: 69.201.182.57

Diego Ruiz de Velasco (Tenant)

Date

8/23/2024
07:56 PM EDT

Jorge M. Cadena (Tenant)

Date



Signed by Santiago Borunda

Thu Aug 22 2024 08:57:28 PM EDT

Key: DFEBA8DC; IP Address: 67.250.160.42

Santiago Borunda (Tenant)

Date

August 22, 2024

Dear Diego Ruiz de Velasco, Jorge M. Cadena, and Santiago Borunda:

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

Agent:
Apartment: **E.39F**
Rent: **\$13,112.42**
Term: **1 year, 0 months, 0 days**
Lease Dates: **August 30, 2024 to August 29, 2025**
Concession #1: One-Time Rental Concession of **\$13,112.42** to be given during **December, 2024**.
Concession #2: One-Time Rental Concession of **\$13,112.42** to be given during **January, 2025**.
Concession #3: One-Time Rental Concession of **\$6,556.21** to be given during **February, 2025**.
Source: _____

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

- | | |
|--|--------------------------------------|
| 1) Electronic Lease Offer Rider | 2) 421-a Rider To Lease |
| 3) Bedbug Infestation History Disclosure | 4) Construction Rider |
| 5) Cover Letter | 6) DHCR Rider |
| 7) Flood History and Risk Rider | 8) Gas Leak Notice |
| 9) House Rules | 10) Indoor Allergen Tenant Pamphlet |
| 11) Lease Offer Notice | 12) Occupancy Rider |
| 13) Pet Rider | 14) Reasonable Accommodation Rider |
| 15) Rent Concession Agreement | 16) Residential Portfolio Abstract |
| 17) Smoke Detector Rider | 18) Stove Knob Covers |
| 19) Submetering Lease Rider | 20) Vacancy Lease - Offer of Terms |
| 21) Window Guards | 22) Sprinkler Disclosure Lease Rider |
| 23) Indoor Allergen Hazard Notice | 24) W-8 / W-9 |
- 25) Payment in the form of certified check, bank check or money order for the following: **\$13,112.42** representing the first month's rent payable to **American Copper Building LLC** and **\$13,112.42** representing the security deposit payable to **American Copper Building LLC** .

Sincerely,

The Copper

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

APARTMENT LEASE

SMOKE FREE BUILDING

PREAMBLE: This Lease (the "Lease") contains the agreements between Tenant and Owner (as such terms are hereinafter defined) concerning Tenant's rights and obligations and the rights and obligations of Owner. Tenant and Owner have other rights and obligations which are set forth in government laws and regulations. Once Tenant and Owner sign this Lease, Tenant and Owner will be presumed to have read it and understood it. This Lease will be considered to contain all agreements between Tenant and Owner. Any agreements made before or after this Lease was signed which are not written in this Lease will not be enforceable.

THIS LEASE is made as of **August 22, 2024**, between **American Copper Building LLC** ("Owner"), whose address is c/o **GO RESIDENTIAL MANAGEMENT LLC, 626 First Avenue, New York, NY 10016**, and **Diego Ruiz de Velasco, Jorge M. Cadena, and Santiago Borunda** (hereafter referred to as "Tenant"), whose current address is: **502 9th Avenue, New York, NY 10018 - US**.

Premises Leased: Apartment **E.39F** (the "Apartment"), in the building known as **The Copper** and located at **626 1st Ave, New York, New York 10016** (the "Building").

Term: The Lease will be for a term of **1 year** commencing on **August 30, 2024** (the "Commencement Date"), and ending on **August 29, 2025** (the "Termination Date").

Rent: Tenant's monthly rent for the Apartment is **\$13,112.42** per month ("Base Rent"), until adjusted pursuant to the terms of this Lease. Base Rent for each year of the Lease Term is 12 times the amount payable monthly. All other amounts payable by Tenant to Owner shall be charged as "Additional Rent." Additional Rent is also payable in the amounts and at the times stated elsewhere in this Lease. Base Rent and Additional Rent shall sometimes be referred to collectively as "Rent."

Security: Tenant has given a Security Deposit in the amount of **\$13,112.42** (the "Security Deposit") to be held for the term of this Lease. The Security Deposit will be held in an account at **Signature Bank, 360 Hamilton Ave. 5th Floor White Plains, NY 10601** (the "Bank").

1. APARTMENT

Owner has rented the Apartment to Tenant. Except as otherwise specified in this Lease, no other goods, services, facilities or space are included in this Lease, including, without limitation, parking, utilities, roof pool, decks, terraces, balconies, pool, spa and health club memberships.

2. USE OF APARTMENT

A. Tenant shall use the Apartment for living purposes only and in full compliance with all applicable laws, codes and regulations. No home office or commercial use is permitted, except in compliance with law. Tenant covenants, warrants and agrees that the Apartment shall not be occupied transiently or as a temporary abode, including, without limitation, occupancy for less than 30 days. By way of example only and without limitation, Tenant covenants, warrants and agrees that the Apartment shall not be occupied as a hotel, motel, dormitory, "bed and breakfast," rooming house, boarding house or as quarters occupied by transient boarders, roomers, or lodgers, or any other similar short-term occupancy. Moreover, neither Tenant nor anyone on Tenant's behalf may advertise for any such transient use of the Apartment on Airbnb.com or in any other website, newspaper, periodical or other medium. Nothing contained herein shall be deemed permission for Tenant to sublease the Apartment for 30 days or more without obtaining Owner's prior written consent as required by the Lease and/or Sec. 226-b of the Real Property Law. Tenant agrees to indemnify and hold Owner harmless from and against any and all loss or damage which Owner or any of its agents may incur as a result of the breach by Tenant of any of the foregoing, including, without limitation, any fines imposed on the Owner by the City of New York or any other governmental agency, any withholding of rent by tenants of the Building, and reasonable attorneys' fees and disbursements incurred by Owner in connection with any litigation or negotiations with Tenant or any other tenants of the Building with respect to the foregoing. Owner reserves the right to require that Tenant be present to authorize access to the Premises for any guest. Tenant acknowledges that a default under this Article is a non-curable material breach of a substantial obligation of this Lease which authorizes Owner to cancel this Lease in accordance with the terms hereof.

B. The Apartment may only be occupied by (i) Tenant and his or her immediate family, and (ii) any person otherwise permitted to occupy the Apartment pursuant to New York Real Property Law §235-f (the person[s] set forth in [ii] being referred to hereinafter as "Registered Occupant" or "Registered Occupants"). Tenant warrants and represents that no persons other than the following Registered Occupants shall occupy the Apartment:

1. Diego Ruiz de Velasco

2. Jorge M. Cadena

3. Santiago Borunda

- C. It shall be a substantial obligation of the tenancy and this Lease (in addition to any other independent obligations under law) that Tenant must notify Owner of any proposed change in additional occupancy, and Owner must consent thereto prior to the commencement of any such additional occupancy. Upon Owner's request, Tenant must provide such reasonable additional information as Owner may request of Tenant regarding each proposed Registered Occupant, including, without limitation, such type of information as Owner requested of Tenant when Tenant initially applied for permission to rent the Apartment. Without limiting Owner's right to deny consent for any other reason, Tenant's failure to provide the information requested by Owner shall result in the denial of Tenant's request for additional occupancy. If the Apartment is occupied by any other person without Owner's prior written consent, Owner may terminate this Lease. The inclusion of any Registered Occupant(s) above shall not create a landlord-tenant relationship between said Registered Occupant(s) and Owner, nor give said Registered Occupant(s) any rights hereunder. Additionally, other than as permitted by law, Tenant agrees that, absent Owner's express written consent, no family member, Registered Occupant, dependent child or any other person other than Tenant shall acquire any right to occupy the Apartment or any other independent tenancy or occupancy rights to the Apartment. The tender or acceptance of Rent by or on behalf of any person other than Tenant shall not constitute such express written consent by Owner.
- D. No Registered Occupant may occupy the Apartment unless at least one person named in this Lease as a Tenant is in occupancy of the Apartment as his or her primary residence. Furthermore, no Registered Occupant may reside in the Apartment if Tenant dies or if Tenant vacates or abandons the Apartment, except as otherwise specifically prescribed under the Rent Stabilization Law and Code.
- E. Tenant shall be fully responsible for the conduct and behavior of all Registered Occupants and invitees, and shall ensure that all Registered Occupants and invitees conduct themselves in a manner consistent with a first class residential apartment building. Any Registered Occupant(s) shall be subject to eviction for conduct which violates this Lease.
- F. Owner makes no representation as to whether the intended occupancy of the Apartment is permissible and, to the extent that it is not, in whole or in part, Tenant shall have no recourse against Owner, other than the pro rata reduction of Base Rent set forth above.

3. LENGTH OF LEASE

The Term of this Lease is as set forth above. If Tenant does not do everything it agrees to do in this Lease, Owner may have the right to end this Lease before the Termination Date. If Owner does not do everything that Owner agrees to do in this Lease, Tenant may have the right to end this Lease before the Termination Date.

4. RENT

- A. Tenant must pay Owner the Base Rent set forth above, in advance, on the first day of each month at Owner's office unless Owner informs Tenant in writing of another address for payments. Payment is due and must be made without notice, bill or invoice; if Owner may hereafter provide rent bills or invoices, it would be as a courtesy only, and Tenant understands and agrees that Rent will remain due and payable if Owner fails to send or discontinues the provision of such bills or invoices. Tenant shall be added into Owner's payment system which provides Tenant with the option to pay Rent directly through said system. If this Lease begins on the first day of the month, Tenant shall pay Base Rent for the first month of this Lease. If this Lease does not begin on the first day of the month, then Rent due shall be appropriately prorated to account for the partial month.
- B. Unless a different amount of time is provided in this Lease, Additional Rent must be paid within 10 days of Owner giving notice of the Additional Rent due. If Tenant fails to pay any such amounts when due, Owner will have the same rights as if Tenant had failed to pay Base Rent.
- C. If a check is given for Rent by someone other than Tenant and is accepted by Owner, such acceptance shall not (i) constitute a waiver of Owner's rights; nor (ii) confer any rights upon any other person; nor (iii) entitle any other person to make a claim as a Tenant; or (iv) grant any other person any right to occupy the Apartment; or (v) create a landlord-tenant relationship between any other person and Owner.

5. SECURITY DEPOSIT

- A. On signing this Lease, Tenant has given to Owner the Security Deposit, which Owner will deposit in the Bank indicated or any other financial institution which Owner may designate. The bank account will earn interest. If Tenant carries out all agreements in this Lease, at the end of each calendar year Owner or the Bank will pay to Owner one percent of the amount of the deposit for administrative costs, and to Tenant all other interest earned on the Security Deposit. In the event the Security Deposit earns less than one percent interest, then Owner will be entitled to all of the interest earned. Owner may retain the interest as additional Security if Tenant is in default.
- B. If Tenant carries out all agreements in this Lease, including, without limitation, payment of Rent, and moves out of the Apartment and returns it to Owner vacant and in the same condition as when Tenant first occupied it, except for

ordinary wear and tear or damage caused by fire or other casualty, Owner will return to Tenant the full amount of the Security Deposit and interest (but less any deductions permitted hereunder) within 60 days after this Lease ends. If Tenant does not carry out all agreements in this Lease, Owner may keep all or part of the Security Deposit, plus any unpaid interest, which is necessary to pay Owner for any losses Owner may have incurred, including, among other things, missed Rent payments. Tenant is not entitled to direct Owner to use the Security Deposit for Rent. If Tenant violates this Lease by failing to pay the last month's Rent, Tenant shall pay to Owner an administrative fee equal to 25% of one month's Rent, in addition to any other sums due hereunder, which administrative fee shall be deemed Additional Rent.

- C. If Tenant does not pay Rent on time, or otherwise defaults in the observance of any of the terms or conditions of this Lease, then Owner, at Owner's sole option, may use the Security Deposit to pay for any damages suffered or costs incurred, including, among other things, attorney's fees, costs and disbursements and "fees on fees," as a result. In the event that Owner uses or applies the Security Deposit, Owner may give Tenant notice thereof, and within 5 days of Owner giving such notice, Tenant must replenish the amount used or applied, which sum will be due as Additional Rent.
- D. If Owner sells or leases the Building, Owner will turn over the Security Deposit, with interest, to the person or entity buying or leasing the Building within 5 days after the sale or lease. Owner will then notify Tenant, by registered or certified mail, of the name and address of the person or entity to whom the deposit has been turned over. In such case, Owner will have no further responsibility to Tenant for the Security Deposit, and the new owner or lessee of the Building will become responsible to Tenant for the Security Deposit.

6. CHARGES WHICH ARE ADDITIONAL RENT

The following charges, together with any other charges other than Base Rent due from Tenant to Owner pursuant to the terms of this Lease, shall constitute Additional Rent. All charges set forth in this Article are cumulative, and thus the imposition of one or more charges does not preclude the imposition of any other charges.

- A. Late Charges. Any Rent or other payment required under this Lease received more than 5 days after it is due shall incur a late charge of the lesser of \$50.00 or 5% of the Base Rent, for the purpose of defraying the expenses incurred in handling delinquent payments.
- B. Interest on Overdue Payments. Any Rent or other payment required under this Lease received more than 10 days after it is due shall entitle Owner to compounded interest from the original due date to the date of payment, at a rate per annum which is two percentage points higher than the interest rate required to be paid on money judgments in actions in the Supreme Court of the State of New York, but not more than the highest legal rate of interest permitted under New York law. Interest shall be payable so long as the amount due is unpaid, even if the amount has been included in a court judgment.
- C. Returned Check. If any check remitted by Tenant for payment of Rent or other sums required under this Lease is returned unpaid for any reason, including, without limitation, for insufficient funds, Owner shall be entitled to collect, as Additional Rent, a fee equal to the lesser of (i) \$50.00, or (ii) the fee charged to Owner by Owner's bank for a returned check; together with any applicable late fees or interest. The returned check charge is due with the redeeming payment. If more than two checks remitted by Tenant for payment of Rent or other sums due under this lease are returned unpaid for any reason in any 6 month period, Owner may demand that Tenant pay, and Tenant hereby agrees to pay, future payments of Rent and other charges by certified check, teller's check, electronically or money order made payable directly to Owner.
- D. Membership Fees for Facilities: If Tenant wishes to utilize certain Building facilities to which access is restricted, such as, without limitation, storage facilities, bicycle storage facilities and/or certain amenities, Tenant shall enter into a separate agreement with Owner with respect thereto. Any fees for such facilities shall be payable as Additional Rent.
- E. Reimbursements. If Tenant is required to reimburse Owner for any amounts due, such reimbursements will be due immediately upon demand by Owner as Additional Rent.
- F. Keys and Locks. Tenant acknowledges that Tenant has or will receive 3 apartment mechanical keys and 3 key fobs for the front door, elevator and apartment door (collectively, "Keys") and 3 mailbox Key for each individual signing this Lease as a Tenant, as well as each Registered Occupant. Tenant understands that these are the only sets of Keys that will be provided during the term of this Lease without charge. Tenant may not duplicate either the mechanical key or the key fob. All keys must be provided by or purchased from the Owner/Management. In the event that Tenant is locked out of the Apartment and requests that Owner, its employees or agents, including, without limitation, any member of the Building staff, unlock the Apartment "unlock", Tenant shall be entitled to a one-time courtesy unlock. For each unlock thereafter Tenant shall pay Owner a fee of \$25.00. At the end of this Lease, Tenant must return to Owner all Keys furnished to Tenant. If Tenant loses or fails to return any Keys which were furnished to it, Tenant shall pay to Owner the cost of replacing the keys. Replacement cost of a mechanical key is \$50.00 and replacement cost of a key fob is \$75.00. If all keys are not returned to Owner when Tenant vacates then the replacement costs of those keys shall be deducted from Tenant's security deposit. If any key is entrusted to an employee of Owner by Tenant, whether a Key for the Apartment or a key for an automobile, trunk or other item of personal property, the entrusting of any such

key(s) shall be at Tenant's sole risk, and neither Owner nor any of its agents or employees shall be liable for injury, loss or damage of any nature whatsoever incurred as a result, whether directly or indirectly. Tenant may not change and/or add additional locks to the front door of the Apartment, and/or otherwise tamper with the door-locking mechanism(s). If Tenant violates the foregoing and, moreover, fails to provide Owner with any and all necessary keys in order to gain entrance into the Apartment and entrance is necessary, Owner may break any and all locks to gain such necessary entrance. In such instance, any and all costs associated with and/or damage caused by Owner's entrance shall be the sole responsibility of Tenant and shall be chargeable to Tenant as Additional Rent.

7. CITY AND STATE PROGRAMS

Tenant acknowledges that the Building may participate in New York State or New York City affordable housing programs pursuant to which a portion of the Building will be rented to tenants who meet the income requirements of such programs.

8. SMOKE FREE BUILDING

- A. The Apartment is located in a Smoke-Free Building. Accordingly, as a new tenant in the Building, Tenant understands and agrees that Tenant is strictly prohibited from smoking any substance in and around the Building, as detailed below.
- B. Tenant acknowledges that scientific studies have shown that secondhand smoke, or smoke created by the burning of tobacco or other substances by one individual which is present in the environment and which may be inhaled by other individuals, poses a significant health risk. Due to the increased risk of fire and the known health effects of secondhand smoke, Tenant is strictly prohibited from smoking any substance in the entire Building, including inside the Apartment, all common areas and areas within 15 feet of entrances, windows, doors and air-intake units. This rule applies to Tenant, all Registered Occupants, and any of Tenant's guests, invitees, contractors or other persons present in the Building or Apartment at the invitation of any person(s) residing in the Apartment.
 - (1) "Smoking" means inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe or any form of lighted object or device that contains tobacco or any other substance, or any "e-cigarette" or vapor device.
 - (2) The failure to comply with this Article shall constitute a violation of a substantial obligation of Tenant's tenancy.
- C. Tenant(s) acknowledges and understands that smoking in the Apartment and/or in any other area of the Building is a breach of a material obligation of this Lease which shall entitle the Owner to commence a summary proceeding or other litigation to evict the Tenant(s) from the Apartment. Additionally, Tenant's covenants contained in this Article shall be enforceable in a court of competent jurisdiction by a decree of specific performance and by appropriate injunctive relief, all in accordance with applicable law. In addition, Tenant(s) agrees to indemnify and hold Owner harmless from and against any and all loss or damage which Owner may incur as a result of the breach by Tenant(s) of any of the foregoing restrictions, including, without limitation, any withholding of rent by tenants of the building, and reasonable attorneys' fees and disbursements incurred by Owner in connection with any litigation or negotiation with Tenant(s) or any other tenants of the Building with respect to the foregoing. Any and all of the Tenant's monetary obligations to Owner resulting from Tenant's agreement to indemnify and hold Owner harmless shall be collectible as Additional Rent.
- D. Tenant shall inform Tenant's guests of the no-smoking policy. Tenant shall promptly give Owner a written statement of any incident where smoke from tobacco products or other lighted products is migrating into the Apartment from outside the Apartment. However, the failure by Owner to respond to a complaint by Tenant regarding smoke shall not be construed as a breach of the warranty of habitability, or the covenant of quiet enjoyment, nor shall it be deemed to be a constructive eviction of Tenant.
- E. Nothing in this article shall make Owner or its agents and employees the guarantor of Tenant's health or of the smoke free condition of any Apartment or common area of the Building.

9. AMENITIES, SERVICES AND ADDITIONAL FACILITIES

- A. Amenities/Recreational Facilities. Owner, in its sole discretion, may allow use of certain amenity spaces without a separate agreement. The hours of these amenity spaces may change at any time and are solely within the Owner's discretion. These spaces may be closed at times for private parties and, at Owner's discretion, may be utilized by Tenant for a private party for a charge which shall be determined solely by Owner in Owner's discretion. The rules for these spaces and the charges to rent the spaces will be set forth in the House Rules.

The Base Rent does not include use of certain amenities or other recreational facilities which may be located in the Building from time to time, whether or not the same are operated by Owner, Owner's agent, a tenant, vendee or licensee. Tenant may utilize these amenities and facilities, if any, during, but not after the expiration of, the term of this Lease pursuant to separate agreements. Tenant may not utilize any amenity for which Tenant has not first signed an agreement. Tenant understands and agrees that Tenant's use of the Building's amenities and recreational facilities is at Tenant's own risk, and Tenant thus agrees to indemnify and hold Owner harmless (including, without limitation, for any attorneys' fees, costs, disbursements and "fees on fees" incurred by Owner) for any injuries, losses or damages suffered relating to the use of such amenities and recreational facilities, except to the extent that any such injuries, losses or damages result from Owner's gross negligence or willful misconduct.

- B. Services.** Owner is not required to provide any services other than those specifically provided under this Lease and/or required by law.
- (1) Utilities. Owner will provide (a) cold and hot water for bathrooms and kitchens; (b) water for the water source heat pump; (c) Tenant is responsible to pay all electricity costs associated with the water source heat pump operation (e.g. powering the fan to provide heat and the compressor to provide cool air); (d) gas for cooking purposes only and at no additional cost to Tenant; (e) access to electricity service, subject to subparagraph (2) below; (f) elevator service; and (g) repairs to the Apartment, as required by law. All other services, such as, and not limited to, telephone, cable television and internet service are not included in the Rent, and Tenant must pay for these services separately. Tenant is not entitled to any Rent reduction because of a stoppage or reduction of any of these services unless such reduction is required under law.
 - (2) Electricity. Electricity is provided on a submetered basis, Tenant will be responsible to pay for Tenant's own electrical usage as Additional Rent.
 - (3) Heating/Air Conditioning. As set forth above, Tenant shall pay the electric costs associated with the compressor/condenser and the blower/fan which provide hot and cool air.
Tenant will not be permitted to install any other heating or air-conditioning equipment in the Apartment nor shall Owner be responsible for any damages nor shall Tenant be entitled to an abatement of Rent due to the removal for repair or a breakdown of the equipment.
 - (4) Appliances. Appliances installed by Owner will be maintained and repaired or replaced by Owner. Tenant agrees that such appliances will be utilized in accordance with manufacturer specifications. If repairs or replacements are made necessary because of Tenant's negligence or misuse, Tenant will pay Owner for the cost of such repair or replacement as Additional Rent.
 - (5) Laundry Facilities. Laundry facilities are located in the basement of the Building. Tenant may use said facilities at Tenant's own expense and at Tenant's own risk. The laundry equipment is being provided, operated and maintained by a separate vendor as an accommodation to the tenants of the Building. Accordingly, Owner is not responsible for the maintenance of the laundry equipment, any damage to Tenant's personal property caused by such equipment, the amount of laundry space provided, any revocation or diminution of service or the operation of the laundry service itself.
 - (6) Tampering with Utilities and Services Forbidden. Tenant shall not make or permit the making of any changes or alterations to, or interfere with, the mechanical, electrical, sanitary, or other service systems of the Building and/or Apartment, including, without limitation, wiring and electrical facilities, and other utility installations in or servicing the Building and/or Apartment. Any change, alteration, or interference with the mechanical, electrical, sanitary, or other services of the Building and/or Apartment shall constitute a default of this Lease and can lead to Tenant's eviction. Tenant agrees to indemnify and hold Owner harmless from and against any all claims, losses, damages, costs, expenses, fines, and demands asserted against Owner due to Tenant's change or alteration to, or interference with, the mechanical, electrical, sanitary, or other service systems.
 - (7) Smoke Detector/Carbon Monoxide Detector and Sprinklers. The Apartment shall be equipped with a smoke detector(s) and carbon monoxide detector(s) as required by applicable law and the Apartment is also equipped with sprinklers. Tenant shall not disable, cover, remove, repair or otherwise tamper with any smoke detector(s), carbon monoxide detector(s) or sprinkler. Tenant shall give prompt written notice to Owner of any damage to the smoke detector(s), carbon monoxide detector(s), or sprinklers as to any defect or malfunction in the operation thereof. Tenant is responsible for the replacement of batteries in the smoke detector(s) and carbon monoxide detector(s).
 - (8) Security. Owner makes no representation and assumes no responsibility whatsoever with respect to the functioning or operation of any of the human or mechanical security systems which Owner does or may provide, including, without limitation, lobby attendants or TV monitoring. Owner will not be responsible or liable for any bodily harm or property loss or damage of any kind or nature which Tenant or any Registered Occupant or guest may suffer or incur by reason of any claim that Owner, its agents or employees or any mechanical or electronic system in the Building (including, without limitation, any Building or Apartment door lock or security system) has been negligent or has not functioned properly or that some other or additional security measure or system could have prevented the bodily harm or property loss or damage.
 - (9) Tenant's Security System. Tenant must obtain Owner's prior written consent before installing any security system. If Tenant receives written permission and installs a security system, Owner will not be responsible for the maintenance of same. Neither Owner, agent, superintendent nor any building employees will be responsible for responding to any alarm or security alert.
 - (10) Terraces.
 - (a) The Apartment may have a terrace. The terms of this Lease apply to the terrace as if part of the Apartment. Owner may at any time create special rules for the terrace.

- (b) Tenant shall keep its terrace, if any, and the drains located therein, free from all rubbish, dirt, debris or windblown materials, and Tenant shall be responsible for any water damage caused to Tenant's Apartment or any other apartment or to the Building, resulting from clogged drains or from any other use of such terrace. The Tenant may not install a fence or any addition to the terrace. No plantings or other objects shall be placed on any terrace without the written permission of Owner. Under no circumstances shall a potted plant in excess of 50 pounds be kept on any terrace. Plantings shall be kept in lined non-leaking containers and standing on supports at least two inches from the terrace floor and at least six inches from any adjoining wall. Suitable weep holes shall be provided in the containers to draw water away from any wall. Notwithstanding the foregoing, Tenant shall comply with all of Owner's rules, as same may be supplemented and/or amended from time to time, with respect to any permitted plantings. Tenant is responsible to maintain the containers in good condition, and to maintain the drainage tiles and weep holes in operating condition. Tenant shall move or remove any and all plantings, boxes and other property left on the terrace, at Tenant's sole cost and expense, as and when required by Owner or its agent, for any reason. Tenant will be required to relocate any plantings in order to allow access, inspection or repairs deemed necessary by Owner or its agent. No inflatable pools/Jacuzzis or any water bearing devices are allowed to be installed at any public areas of the Building, including apartments and private terraces.
- (c) Notwithstanding any provision hereof to the contrary, Owner shall have the right to access any terrace for purposes of making repairs thereto, or to any other area of the Building, including, without limitation, the façade thereof, or to install or support a construction lift and/or hoist, in Owner's reasonable discretion. In such event, Tenant shall not be entitled to any reduction or abatement of Rent due for the Apartment.
- (d) Tenant is strictly prohibited from storing bicycles or furniture on the terrace and from hanging or affixing any clothes, advertisements, banners, satellite dishes or any other appurtenances or personal property from the terrace without first receiving express written permission from Owner which Owner may withhold for any reason.
- (11) Parking Facilities. Parking facilities located in the Building will be provided and managed by an independent third party whom Owner has leased the garage facility to, and not by Owner. Accordingly, Tenant agrees that Owner is not responsible and shall not be liable to Tenant for any loss or damages suffered in connection with the use of such parking facilities.
- (12) Repairs. Tenant understands that services are rendered, repairs scheduled and replacements ordered through Owner's management office. Notice of any defective condition, service or facility must be given to Owner either (a) electronically through the "Alice" system or such other form of communication as Owner may hereafter specify; or (b) in writing in accordance with the Notice provision of this Lease. No complaint to any building staff (including, without limitation, superintendent, porter, or handyman) whether orally or in writing, will be considered notification to Owner, and no statement, promise or representation by such persons will be considered binding on Owner. Promptly upon discovery of any defective condition, (x) Tenant will give written notice to Owner in the manner provided under this Lease, and (y) in the event that the condition is not remedied or reoccurs more than 5 days thereafter, Tenant will give an additional notice to Owner of such condition, unless, the condition complained of is of an emergency or hazardous nature in which event Tenant will give additional notice on a daily basis until corrected. No portion of the Rent is being paid for services not required by law or specifically required by this Lease. Any disruption, interruption, suspension or discontinuance of such services will not constitute a decrease in services.
- (13) Inability to Provide Services. Because of a strike, labor trouble, national emergency, repairs, or any other cause beyond Owner's reasonable control, Owner may not be able to provide or may be delayed in providing any services or in making any repairs to the Building. In any of these events, any rights Tenant may have against Owner are only those rights which are allowed by laws in effect when the reduction in service occurs. Owner is not required to provide any service besides those specifically written in this Lease. Owner may provide or discontinue additional services and Tenant will not be entitled to a reduction in Rent.

10. IF TENANT IS UNABLE TO MOVE IN

A situation could arise which might prevent Owner from permitting Tenant to move into the Apartment on the Commencement Date set forth in this Lease. If this happens for any reason, Owner will not be responsible for Tenant's damages or expenses, and this Lease will remain in effect. However, in case of a delay, the Commencement Date of this Lease shall be the earlier of (a) the date Tenant actually moves into the Apartment, or (b) the move-in date provided by Owner via written notice to Tenant (which may include electronic notice). The full length of the Term shall not be affected by, and shall be maintained notwithstanding, any delay in the Commencement Date pursuant this Article, and the Termination Date shall be deemed adjusted accordingly. If Owner does not give Tenant written notice of the move-in date within 45 days of the Commencement Date set forth in this Lease, Tenant may notify Owner in writing that Owner has 15 additional days to allow Tenant move in, or else this Lease will end. If Owner does not allow Tenant to move in within those additional 15 days, then this Lease shall end, and any money paid by Tenant on account of this Lease will then be

refunded promptly to Tenant.

11. 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 Tenant has given up any of Tenant's rights under that law. Under that law, Owner agrees that the Apartment and the Building are fit for human habitation and that there are no conditions which will be detrimental to life, health or safety. Tenant will do nothing to interfere or make more difficult Owner's efforts to provide Tenant and all other residents of the Building with required facilities and services. Any condition caused by Tenant's misconduct or the misconduct of anyone under Tenant's direction or control shall not be a breach by Owner.

12. CARE OF THE APARTMENT; END OF LEASE

- A. Tenant will take good care of the Apartment, including all fixtures and equipment, will not cause or permit any damage to it, and at Tenant's cost and expense will make any repairs or replacements necessitated by the act or neglect of any Registered Occupant of the Apartment. Tenant will move out on or before the Termination Date and leave the Apartment clean, in good order (including, without limitation, in broom-clean condition) and, in all respects, in the same condition as it was when Tenant first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty not resulting from the act or neglect of Tenant or any Registered Occupant.
- B. When this Lease ends, Tenant must remove all of Tenant's movable property. Tenant must also remove, at Tenant's expense, any and all wall and floor coverings, furnishings, decorations, bookcases, cabinets, mirrors, painted murals or any other installation or attachment which Tenant or any Registered Occupant may have installed in the Apartment, even if it was done with Owner's consent. Tenant must restore and repair to its original condition those portions of the Apartment affected by those installations and removals. Tenant will not be considered to have moved out until all persons and their furniture and other property are also out of the Apartment. If property (other than Owner's property) remains in the Apartment after this Lease ends, or Tenant fails to restore the Apartment as required above, Owner may, in its sole and absolute discretion, either (a) treat Tenant as still in occupancy and charge Tenant for use of the entire Apartment (at a rate of 125% of the Rent payable during the last month of this Lease) until Tenant fully complies with this provision, or (b) consider Tenant to have given up the Apartment and any property remaining in the Apartment, in which event Owner may either treat such property as abandoned and discard it, or store it at Tenant's sole cost and expense. Tenant acknowledges that Owner has no obligation to keep or store any personal property remaining in the Apartment after Tenant vacates the Apartment, whether or not Tenant vacates voluntarily or is evicted by a Marshal and hereby waives and releases Owner from any obligation to Tenant as a "bailee." If Tenant fails to restore the Apartment in the manner required under this Lease, Owner may perform such restoration, and Tenant will owe Owner the cost of all repairs and replacements (including without limitation the value of Owner's employees in performing such work), all costs and expenses incurred in removing abandoned property, and the fair market value of the Apartment for the time period until such property is removed and/or such work is completed. The provisions of this Article will continue to be in effect after the end of this Lease.
- C. Tenant agrees to provide Owner with 60 days prior written notice, or such notice as is required by law, prior to the expiration of this Lease in the event Tenant does not desire to renew the term hereof.

13. MOVING IN AND OUT

- A. Tenant acknowledges that it shall comply with all of Owner's rules and regulations relating to moving in and/or out of the Building, as same may be modified or supplemented from time to time. There is no service elevator in the Building. One of the passenger elevators can be dedicated for a move in or move out and for other things at management's discretion. A move in or move out must be scheduled in advance. No less than 48 hours prior to moving into or out of the Building, Tenant shall contact Owner to make an appointment for the use of one of the Building's elevators. Owner shall not be liable for any costs, expenses, or damages incurred by Tenant in moving because of delays caused by the elevator's unavailability. If Tenant's move is not complete within the scheduled time frame, Tenant may be subject to overtime charges, and Tenant's move may be halted and/or rescheduled to accommodate moves that are on schedule. Tenant must deliver to Owner, prior to obtaining such appointment, a certificate of insurance from its moving company naming Owner and any other agents it may name as additional insureds.
- B. Tenant takes full and complete responsibility for any and all injuries and/or damages caused or sustained as a result of their move in/out, Tenant indemnifies and holds harmless Owner, its affiliates, agents, officers, managers, and employees from any and all claims resulting directly or indirectly from the move in/out. This indemnification includes, without limitation, both structural and cosmetic damage and to physical injury suffered by participants and non-participants in the move alike. Any damages as well as any overtime or related expenses from this move shall be billed as Additional Rent. Non-payment for said damages and/or related expenses shall be subject to all rights and remedies available to Owner.

14. CHANGES AND ALTERATIONS TO APARTMENT

- A. Tenant cannot build in, add to, change or alter the Apartment in any way, including, without limitation, wallpapering,

paneling, flooring, partitions, railings, repainting, modifying or changing the windows or doors, installing "built-ins," window treatments or other decorating, without obtaining Owner's written consent before doing anything. Without Owner's prior written consent, Tenant cannot install or use in the Apartment any of the following (unless the same was installed by Owner): clothes washing or drying machines, dishwashers, satellite dishes, electric stoves, garbage disposal units, trash compactors, radio transmitters, electric heating, ventilating or air conditioning units, or any other electrical equipment or appliances which, in Owner's reasonable opinion, will overload the existing plumbing or electrical wiring installation in the Building or such other sustainability guidelines as Owner may apply. Tenant cannot place in the Apartment any water-filled furniture or decorations, including, without limitation, waterbeds, aquariums or fish tanks. Tenant may not install, change, attach, remove or disconnect any couplings, offshoots, cable, pipe or conduit, wherever located.

- B. Tenant shall not drill through, hammer into or hang anything on the interior walls of the Apartment other than in accordance with the House Rules. Tenant is responsible for any damage caused to the interior walls by Tenant's drilling, hammering or hanging anything on the interior walls of the Apartment.

TENANT SHALL NOT DRILL THROUGH, HAMMER INTO OR HANG anything on the sheet rock of the exterior walls without express written permission of Owner and, if permission is granted, the work must be performed by a management approved contractor. Tenant shall be responsible for All damage caused to the exterior walls, building systems, facade or waterproofing, ETC. Should Tenant disregard this provision.

- C. In the event that Owner consents to any Tenant installation, decoration and/or alteration, and the consent provides that the same remain at the end of the term, then the same will become the property of Owner and may not be removed by Tenant and Tenant will not be entitled to any compensation therefor. Owner may require a restoration security deposit be given, in an amount to be designated in Owner's sole and absolute discretion, as a condition for granting consent to any installation, decoration and/or alteration.
- D. If a lien is filed on the Apartment or the Building for any reason relating to Tenant or any Registered Occupant of the Apartment, Tenant must immediately pay or bond the amount stated in the lien and have the same removed of record at Tenant's own cost and expense. If Tenant fails to do so within 10 days after Tenant has notice of the lien, Owner may do so at Tenant's cost and expense, without any investigation of the validity of the lien or any offsets or defenses thereto. Such cost and expense will constitute Additional Rent and shall be paid by Tenant to Owner within 5 days of Owner's delivery of an invoice or bill for such cost and expense.
- E. Tenant shall not paint over or in any way tamper with or cover any sprinkler heads in the Apartment because such activity may render the sprinkler inoperable. In the event that Tenant paints over or in any way damages a sprinkler head, Tenant shall be responsible for the full cost of replacement of the sprinkler head, which sum shall be collectible as Additional Rent. Tenant is advised that hot objects, if brought too close to a sprinkler head, may cause the sprinkler system to activate. In the event flooding should occur as the result of activation of any sprinkler head because of tampering, misuse, or negligent conduct, Owner will repair any damage to the Building and/or the Apartment at Tenant's sole cost and expense, which cost and expense shall be paid by Tenant as Additional Rent under this Lease.

15. COMPLIANCE WITH LAWS, REGULATIONS AND OWNER'S RULES

- A. Government Laws and Orders. Tenant will obey and comply (i) with all present and future city, state and federal laws and regulations which affect the Building or the Apartment, and (ii) with all orders and regulations of Insurance Rating Organizations which affect the Apartment and the Building. Tenant's use and occupancy of the Apartment shall at all times be consistent with the New York City Building Code (including, among other things, any and all occupancy maximums applicable to the Apartment) and all New York City Fire Department rules and regulations. Tenant will not allow any windows in the Apartment to be cleaned from the outside, unless the equipment and safety device required by law are used and Owner's written permission has been given. Tenant will not permit exposed wires for appliances or fixtures in violation of the Building Code or Electrical Code or any other provision of law. Tenant will promptly deliver to Owner a copy of any notice which Tenant receives from any federal, state or city authority relating to the Apartment or Tenant's use of the Apartment or the Building.
- B. Owner's Rules. Tenant agrees to obey all Owner, Building and House rules and all other additional and future rules of Owner. These rules, as they may be changed or amended from time to time, may be accessed via the Alice system (or such other system as Owner may hereafter specify) and in the management office; Owner need not give Tenant notice of any change or amendment to any rules. Owner will not be responsible to Tenant for not enforcing any rules or provisions of another tenant's lease except to the extent required by law. Owner reserves the right to rescind or amend any of the rules listed in this Lease or posted on the Alice system, and to institute such other rules from time to time as may be deemed necessary for the safety, care, or cleanliness of the Apartment and Building, and for securing the comfort and convenience of all tenants. Owner shall not be liable to Tenant for the violations of any of Owner's rules or the breach of any of the items in any Lease by any other tenant or resident of the Building. Owner's failure to enforce any rule against Tenant in any particular instance shall not be deemed a waiver of such rule, and shall not preclude Owner from enforcing such rule against Tenant in the future.
- C. Recycling, Energy Efficiency and Environmental Protection. Tenant will comply with all government laws, orders and

regulations, and any related requirements posted or otherwise established by Owner regarding recycling and environmental protection. This includes separating and sorting recyclables. Owner may refuse to collect or accept any waste product, garbage, trash, refuse or recyclables which have not been properly separated, sorted and/or packaged. If, because of Tenant's failure to comply with any governmental law, order or regulation, or other requirement posted or otherwise established by Owner, and Owner is put to any expense whatever, including, without limitation, any fine or penalty imposed by any governmental authority, Tenant will pay Owner the amount of any such expense, including, without limitation any attorneys' fees (including fees on fees), other professional fees and/or fines or penalties, which shall constitute Additional Rent hereunder and shall be paid by Tenant to Owner within 5 days of Owner's delivery of an invoice or bill for such expense.

- D. Tenant's Responsibility. Tenant is responsible for the behavior of Tenant and all persons who come to the Building as a result of Tenant's occupancy of the Apartment, including Tenant's immediate family, staff, delivery persons, and people who are visiting Tenant or any Registered Occupant of the Apartment. Tenant will reimburse Owner as Additional Rent upon demand for the cost of all losses, damages, fines and reasonable legal expenses (including fees on fees) incurred by Owner because any such persons have not obeyed government laws and orders or the agreements or rules in this Lease.

16. OBJECTIONABLE CONDUCT

- A. Tenant and any Registered Occupant(s) will not engage in, or permit, objectionable conduct. Objectionable conduct means behavior which makes or will make the Apartment or the Building less fit to live in for Tenant or other residents of the Building. Objectionable conduct also means anything which interferes with the right of others to properly and peacefully enjoy their apartments, or causes conditions that are dangerous, unsanitary and/or detrimental to other tenants, residents and/or employees in the Building, or interferes with Owner's rights and/or its ability to manage or operate the Building or Apartment.
- B. It is expressly agreed and understood that if Tenant or any member of Tenant's family, Tenant's employees, Registered Occupants, guests, or invitees conduct any illegal trade, or manufacture, or other illegal business, in the Building, the Apartment, common area or grounds surrounding the Building, such conduct shall be deemed objectionable conduct, and Tenant and any other person(s) engaging in such objectionable conduct shall be subject to immediate eviction from the Apartment.
- C. Notwithstanding anything contained in this Lease to the contrary, Owner is not required to serve a notice of default in the event of objectionable conduct on the part of Tenant, any Registered Occupant or any other person described in this Article; rather, as set forth below, Owner may immediately terminate any right of such person(s) to occupy the Apartment.

17. ENTRY TO APARTMENT

- A. Owner's Entry. During reasonable hours and with reasonable notice, except in emergencies, Owner, its agents, employees, contractors and/or work persons may enter the Apartment for the reasons set forth below. For purposes of this Article, no advance written notice shall be required prior to entry to the Apartment or the exercise of any other rights of Owner or Owner's agents or representatives, but Owner and Owner's agents or representatives will, prior to entry to the Apartment, place a call to the Apartment by telephone or other communications system for the Building (and in any event, no such call shall be required in an emergency).
- (1) To erect, use, maintain, repair, replace or improve any mechanical, electrical, plumbing or other systems or component or part of the Building; to inspect the Apartment; and/or to make any necessary repairs or changes Owner decides are desirable or necessary. The Rent will not be reduced because of any of this work, unless required by law.
 - (2) To show the Apartment to persons who may wish to become owners or lessees of the entire Building, or to purchase the Apartment, or who may be interested in lending money to Owner in connection with a possible financing affecting the Building.
 - (3) To investigate whether the Apartment is being utilized in violation of law and/or this Lease.
 - (4) For 4 months before the Termination Date, to show the Apartment to persons who may wish to rent it.
 - (5) If Tenant has moved out and removed all or almost all of Tenant's property from the Apartment, Owner may enter to make changes, repairs, or redecorations. The Rent will not be reduced, and this Lease will not be ended, by reason of such entry.
 - (6) If at any time Tenant is not personally 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 and/or Owner's representatives are deemed to have an irrevocable license to enter the Apartment. Owner may enter by force in an emergency. Owner will not be responsible to Tenant unless, during this entry, Owner or Owner's representative is negligent or misuses Tenant's property.
 - (7) Owner may keep all equipment necessary to make repairs or alterations to the Apartment in the Apartment. Owner is not responsible for disturbance or damage to Tenant because of performing work or keeping the equipment in

the Apartment. Owner's use of the Apartment does not give Tenant a claim of eviction. Owner may enter the Apartment to get to any part of the Apartment or Building.

(8) If Tenant takes any steps to interfere with or prevent Owner's access to the Apartment, Tenant agrees that Owner's foreseeable damages will include, but may not be limited to, lost rental from other tenants, and accordingly, in the event Tenant makes a request to any court to prevent access, before making such request, Tenant will give an undertaking equal to no less than 4 months' rent and additional rent of any and all other tenants who may be affected by the service which Owner seeks access to repair, replace, remedy or otherwise inspect, or such higher amount as Owner can establish.

(9) Tenant agrees that Owner and Owner's agents or representatives shall have the right, without liability, to allow any of Tenant's designated "emergency contacts" (which may be changed by Tenant at any time on written notice to Owner) to enter the Apartment and inspect Tenant's personal property, without a court order or other authorization, if Owner at any time has reason to believe that Tenant is missing, deceased, unconscious, incompetent or otherwise unable to communicate with Owner. Such emergency contact(s) are also authorized to remove any documents (such as medical or other insurance information) that he or she deems necessary or desirable in order to attend to Tenant's affairs.

B. Pest Control Access. Owner's agents may enter the Apartment at any reasonable hour of the day to (i) inspect whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests, and (ii) take such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

C. Tenant's Request for Access by Third Parties.

(a) In order to maintain and/or enhance Building access control, Tenant agrees and understands that Owner is entitled to implement such procedures, rules and regulations as, in its sole and absolute discretion, Owner deems appropriate to identify and/or screen all would be entrants into the Building and to inspect all packages that such persons wish to bring into the Building. All guests must register at the front desk. No guest of Tenant or any Registered Occupant may enter the Building unless and until the guest has registered with the front desk, or undergone such other screening as Owner, in its sole and absolute discretion, may elect. The guest and registration policy is fully set forth in the House Rules.

(b) In the event that Tenant wishes for a vendor or third party to have access to the Apartment in Tenant's absence therefrom, Tenant shall deliver to Owner within 30 days prior to such requested access, a request for "Vendor Permission to Enter". Thereafter, upon request of Owner, Tenant must provide such reasonable additional information as Owner may request of Tenant regarding each vendor, including, without limitation, a certificate of insurance. Tenant's failure to provide such notification to Owner and to provide such information upon request of Owner shall result in the denial of the request for the third party to enter. The entry of such vendor or third party without Tenant requesting access as required by this paragraph shall constitute a material breach of this Lease.

18. BUILDING/APARTMENT WORK

Owner reserves the right, and Tenant acknowledges that Owner has the right, at any time prior to or subsequent to Tenant taking occupancy of the Apartment, to make changes, alterations, additions, improvements, repairs, renovations and/or replacements to the Building and/or to the Apartment (including, without limitation, the installations and fixtures thereto) that Owner deems necessary or desirable, including, without limitation, changing the arrangement or location of entrances or passageways, lobby, doors and doorways, closets, cabinetry, corridors, kitchens, bathrooms, toilets, and/or common areas (collectively, "Building and/or Apartment Work"), and to utilize all materials which may reasonably be required for the performance of such Building and/or Apartment Work. The parties agree that there shall be no Rent abatement or allowance to Tenant for a diminution of rental value, no actual or constructive eviction of Tenant, in whole or in part, no relief from any of Tenant's other obligations under this Lease, and no liability on the part of Owner by reason of inconvenience, annoyance or injury to Tenant arising from Owner, Tenant or others performing, or failing to perform, any Building and/or Apartment Work.

19. ASSIGNING; SUBLETTING

A. Tenant may not assign this Lease or enter into a sublease with another party unless Tenant first obtains Owner's written consent. Owner is not required to grant its consent, except as specifically required by law.

B. Tenant cannot assign this Lease or sublet the Apartment without Owner's advance written consent in each instance to a request made by Tenant in the manner required by Real Property Law§226-b and in accordance with the provisions of the Rent Stabilization Code and Law, relating to subletting or assigning. Owner may refuse to consent to a lease assignment for any reason or no reason, but if Owner unreasonably refuses to consent to request for a lease assignment properly made, then at Tenant's request in writing, Owner will end this Lease effective as of 30 days after Tenant's request. The first and every other time Tenant wishes to sublet the Apartment, Tenant must get Owner's written consent unless Owner unreasonably withholds consent following Tenant's request to sublet in the manner provided by Real Property Law§226-b. Owner may impose a reasonable credit check fee on Tenant in connection with an application to assign or sublet. The proposed subtenant or assignee must qualify based on Owner's standards

which may change from time to time. If Tenant fails to pay Rent, Owner may collect Rent from the subtenant or any occupant without releasing Tenant from this Lease. Owner will credit the amount collected against the Rent due from Tenant. However, Owner's acceptance of such Rent does not change the status of the subtenant or occupant to that of direct tenant of Owner and does not release Tenant from this Lease.

- C. In the event of an unauthorized assignment or sublease, Owner will be entitled to collect the Rent from the subtenant or occupant. Such acceptance will not be deemed consent to the assignment or sublease, nor an acceptance of the subtenant or occupant as a tenant, and any payments received will be credited to Tenant's liability to Owner. Any transfer of the tenant's interest, whether by operation of law or otherwise, will be considered an assignment.
- D. Tenant will remain liable under this Lease after a sublease or assignment, unless released in writing by Owner.
- E. It is agreed that if Owner consents to a sublet request by Tenant in accordance with Real Property Law§226-b, Owner will be entitled to collect the applicable sublet surcharge, as well as all permissible rent increases, under the Rent Stabilization Law and/or Code.

20. DEFAULT

- A. The following are defaults under this Lease:
 - (1) Tenant fails to carry out or violates any agreement or provision of this Lease.
 - (2) Tenant and other Registered Occupants of the Apartment move out before this Lease ends and abandon the Apartment.
 - (3) Tenant fails to pay Rent in a timely manner more than four times in any 12 month period after written notice from Owner (which written notice need not be a statutory Rent demand) demanding that Tenant pay the Rent.
 - (4) Tenant fails to take possession or move into the Apartment 15 days after beginning of this Lease.
- B. If Tenant defaults in any one of these ways (other than a default in the agreement to pay Rent), Owner may serve Tenant with a written notice to stop or correct the specified default within 10 days. Tenant must then either stop or correct the default within 10 days, or if the default cannot be corrected within the 10 days, begin to correct the default within 10 days and continue to diligently do all that is necessary to correct the default as soon as possible.
- C. If Tenant does not stop or correct the default within 10 days, or, if the default cannot be corrected within 10 days, begin to correct the default within 10 days and continue to diligently do all that is necessary to correct the default as soon as possible, or if Tenant violates the prohibition in this Lease against objectionable conduct, or if Tenant violates the provisions of Article 2 above entitled "Use of Apartment", Owner may give a Termination Notice stating that this Lease will end seven days after the date the Termination Notice is sent to Tenant. At the end of the seven day period, this Lease will end as if that date were the end of the Term stated in this Lease.
- D. If Tenant does not pay Rent when this Lease requires after a personal demand for Rent has been made, or within 3 days after a statutory written demand for Rent has been made, or if this Lease ends, Owner may do the following: (i) enter the Apartment and retake possession of it if the Apartment is abandoned; or (ii) go to court and ask that Tenant and all Registered Occupants in the Apartment be compelled to move out; and/or (iii) seek a money judgment.
- E. If Tenant or any Guarantor of this Lease (i) assigns property for the benefit of creditors, or (ii) files a voluntary petition or an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or (iii) a trustee or receiver for Tenant's property is appointed, Owner may give 30 days' written notice of cancellation of this Lease. If any proceeding or action set forth above is not fully dismissed, discontinued or withdrawn within such 30 days, the Term will end as of the date stated in the notice. Tenant must continue to pay Rent, damages, losses and expenses without offset.
- F. Once this Lease ends, whether because of default or otherwise, Tenant gives up any right Tenant might otherwise have to reinstate or renew this Lease.
- G. Even if this Lease ends, Tenant will remain liable to Owner as provided elsewhere in this Lease.

21. REMEDIES OF OWNER AND TENANT'S LIABILITY

If this Lease is ended by Owner because of a default, or if Tenant fails to give the Apartment back to Owner when this Lease Term is over:

- A. Rent for the unexpired term is due and payable. For any time thereafter from the end of the Term stated in the lease until Owner obtains vacant possession of the Apartment, Tenant must pay the greater of the Rent that was due and payable under this Lease for the last month of the lease or the fair market value of the use of the Apartment until the end of a calendar month in which Owner recovers the Apartment empty of all occupants and has restored the condition of same as provided elsewhere in this Lease so that Owner can re-rent the same, as well as other damages caused to Owner as stated elsewhere in this Lease.
- B. Once Owner recovers vacant possession, Owner may re-rent the Apartment for a period of time which may end before or after the ending date of this Lease and Owner may re-rent to a new tenant at a lesser rent or may charge a higher rent than the Rent in this Lease;
- C. Whether the Apartment is re-rented or not, Tenant will owe to Owner as damages:
 - (1) the difference between the Rent in this Lease and the amount, if any, of the rents collected in any later lease or

leases of the Apartment for what would have been the remaining period of this Lease;

- (2) Owner's expenses for attorneys' fees (including "fees on fees"), and all other costs, expenses, fees and/or disbursements, in order to get the Apartment back from Tenant and all Registered Occupants, advertisements, broker's fees and the cost of putting the Apartment in good condition for re-rental;
 - (3) If Owner has re-rented the Apartment to a new tenant for a term following the end of the term of this Lease, and as a result of Tenant's failure to vacate the Apartment, the new tenant cancels, rescinds or fails to take possession, then Tenant will be responsible for all losses suffered by Owner, including, without limitation, the rent for the entire term of the new tenant's lease.
- D. Tenant will pay damages in monthly installments on the day Rent would otherwise be due in this Lease, unless a different due date is specified in this lease for Additional Rent. Any legal action brought to collect one or more monthly installment of damages will not prejudice in any way Owner's right to collect the damages for a later month by a similar action. If the Rent collected by Owner from a subsequent tenant of the Apartment is more than the unpaid Rent and damages which Tenant owes Owner, Tenant is not entitled to receive the difference. Owner's failure to re-rent to another tenant will not release or change Tenant's liability for damages, unless the failure is due to Owner's deliberate inaction.
- E. If Tenant moves out of the Apartment (abandonment) before the end of this Lease, without the consent of Owner, this Lease will not be ended, except as provided by law following Owner's unreasonable refusal to consent to an assignment or subletting request by Tenant. Tenant will remain responsible for each monthly payment of Rent as it becomes due until the end of this Lease. In case of abandonment, Tenant's responsibility for Rent will end only if Owner chooses to end this Lease for default as provided for in this Article.

22. ADDITIONAL OWNER REMEDIES

If Tenant does not do everything Tenant has agreed to do, or if Tenant does anything which shows that Tenant intends not to do what Tenant has agreed to do, Owner has the right to ask a Court to make Tenant carry out the agreement or to give Owner such other relief as the Court can provide. This is in addition to any other remedies in this Lease.

23. FEES AND EXPENSES

- A. Owner's Rights. Tenant must reimburse Owner for any of the following fees and expenses incurred by Owner:
- (1) Making any repairs to the Apartment or the Building which result from misuse or negligence by Tenant or persons who live with, visit, or work for Tenant.
 - (2) Repairing or replacing any appliances damaged by misuse or negligence.
 - (3) Fines, penalties and the cost of correcting any violations of city, state or federal laws or orders and regulations of insurance rating organizations concerning the Apartment or the Building which Tenant or persons who live with, visit, or work for Tenant have caused, including, without limitation, improper waste and recycling disposal and storage.
 - (4) Preparing the Apartment for the next tenant if Tenant moves out of the Apartment before the Termination Date;
 - (5) Any legal fees, costs, fines, penalties, expenses, fees and/or disbursements (including "fees on fees") incurred by Owner or on Owner's behalf because of a Lease default by Tenant (whether in connection with required or desired legal notices given either under this Lease as required by law, an action or proceeding commenced by Owner in connection with any such default, or otherwise) or for defending lawsuits, or administrative proceedings whether brought by Tenant against Owner relating to this Lease or Tenant's occupancy of the Apartment, or by any other person against Owner because of the actions of Tenant or persons who live with, visit or work for Tenant, including, without limitation, all legal fees, costs, fines, penalties, expenses, fees and/or disbursements [including "fees on fees"] incurred in connection with any administrative, criminal or other proceedings commenced by reason of Tenant's breach of Article 2 of this Lease or any other provision thereof.
 - (6) Removing all of Tenant's property after this Lease is ended.
 - (7) All other fees and expenses incurred by Owner because of Tenant's failure to obey any other provisions and agreements of this Lease.

These fees and expenses will be paid to Owner as Additional Rent within 30 days after Tenant receives Owner's bill or statement. If this Lease has ended when these fees and expenses are incurred, Tenant will still be liable to Owner for the same amount as damages suffered by Owner.

- B. Tenant's Rights. Owner agrees that unless sub-paragraph (5) of this Article has been stricken out of this Lease, Tenant has the right to collect reasonable legal fees and expenses incurred in a successful defense by Tenant of a lawsuit brought by Owner against Tenant or brought by Tenant against Owner to the extent provided by Real Property Law§234.

24. PROPERTY LOSS, DAMAGES OR INCONVENIENCE

- A. Unless caused by the gross negligence or willful misconduct of Owner or Owner's agents or employees, neither Owner

nor Owner's agents and employees are liable or responsible to Tenant for any of the following, and Tenant shall indemnify and hold harmless Owner and Owner's agents and employees (including, without limitation, attorneys' fees, costs and disbursements and "fees on fees") in connection with any claims relating to the following: (i) any loss of or damage to Tenant or Tenant's property in the Apartment or the Building, or to the Apartment itself, due to any accidental or intentional cause, or a theft or another crime committed in the Apartment or elsewhere in the Building; (ii) any loss of, or damage to Tenant's property delivered to, or left with, any employee of the Building (i.e., doorman, superintendent, porter, etc.), including, without limitation, any delivery of food and/or packages by any Building employee when neither Tenant nor any Registered Occupant is home; (iii) any loss, damage or inconvenience caused by actions, negligence or violations of a lease by any other tenant or person in the Building except to the extent required by law; (iv) any loss or damage (including, without limitation, consequential losses) caused by or due to the installation, removal, operation, maintenance, malfunction, interference with or discontinuance of any telecommunications, cable or satellite television or internet service (it being understood that Owner makes no representation or guarantee as to the speed, reliability or connectivity of these services); (v) any loss or damage associated with any repair or other work performed in the Apartment by a handyman, contractor, employee or other agent of Owner; or (vi) any loss or damage caused by or due to any leaks in any air-conditioning unit or window. In the event of disruption of services or facilities as a result of a strike or other reason beyond Owner's reasonable control, there will be no reduction in Rent due under this Lease.

- B. If any employee of Owner renders assistance in the parking or delivery of an automobile or in the handling or delivery of any furniture, household goods, or other articles at the request of Tenant or any Registered Occupant, or at the request of any employee or guest of Tenant, then Owner's employee shall be deemed an agent of the person making such request, and Owner is expressly relieved from any and all loss or liability in connection therewith. No employee of Owner or its managing agent shall be sent out of the Building by Tenant on any personal errand or business. Owner will not be responsible for any article left with any employee.
- C. Owner will not be liable for any temporary interference with light, ventilation, or view caused by construction by or on behalf of Owner. Owner will not be liable for any such interference on a permanent basis caused by construction on any parcel of land not owned by Owner. Also, Owner will not be liable to Tenant for such interference caused by the permanent closing, darkening, or blocking up of windows, if such action is required by law. None of the foregoing events will cause a suspension or reduction of the Rent, be deemed a breach of this Lease, or allow Tenant to cancel this Lease.
- D. If any windows, light, or view in the Apartment shall become obstructed, in whole or in part, as a result of the erection of a building or structure or otherwise, such occurrences shall not be deemed a breach of this Lease or any of Owner's obligations hereunder, and this Lease shall remain in full force and effect without any right by Tenant to make a claim for damages, nuisance, abatement of Rent or otherwise. If the Apartment contains one or more "lot line" window(s), Tenant is advised that a building or structure may be erected on adjacent property which may completely block the said lot line window(s).

25. CREDIT CHECK

Tenant understands that as long as Tenant either occupies the Apartment or owes Owner money, Owner has a legitimate interest in assessing Tenant's creditworthiness. Accordingly, Tenant authorizes Owner to conduct a credit check or credit checks as to all signatories of this Lease on a periodic basis at any time that Tenant is or may be obligated to Owner for any sum or sums. Owner may report unpaid Rent and damages to credit bureaus and/or agencies, without any liability to Tenant.

26. FIRE OR CASUALTY

- A. If the Apartment becomes unusable, in part or totally, because of fire, accident or other casualty affecting the Apartment or the Building, this Lease will continue unless ended by Owner under paragraph C below or by Tenant under paragraph D below, but the Rent will be reduced immediately. This reduction will be based upon the part of the Apartment which is unusable.
- B. Owner will repair and restore the Apartment, unless Owner decides to take actions described in paragraph C below.
- C. After a fire, accident or other casualty in or affecting the Building, Owner may decide to tear down the Building or to substantially rebuild it. In such case, Owner need not restore the Apartment but may end this Lease. Owner may do this even if the Apartment has not been damaged, by giving a written notice of this decision within 30 days after the date when the damage occurred. If the Apartment is usable when Owner gives Tenant such notice, this Lease will end 60 days from the last day of the calendar month in which Tenant was given the notice.
- D. If the Apartment is completely unusable because of fire, accident or other casualty not caused by Tenant and is not repaired in 30 days, Tenant may give Owner written notice to end this Lease. If Tenant gives such notice, this Lease will be considered ended on the day that the fire, accident or casualty occurred. Owner will refund Tenant's Security Deposit pursuant to the provisions of Article 5 above, and the pro rata portion of the Base Rent paid for the month in which the casualty happened.

- E. Unless prohibited by the applicable insurance policies, to the extent that such insurance is collected, Tenant and Owner release and waive all right of recovery against the other or anyone claiming through or under each by way of subrogation.

27. PUBLIC TAKING

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

28. SUBORDINATION CERTIFICATE AND ACKNOWLEDGMENTS

All leases and mortgages of the Building or of the land on which the Building is located, now in effect or made after this Lease is signed, have legal priority over this Lease, and therefore this Lease is "subject and subordinate to" any existing or future lease or mortgage on the Building or land, including any renewals, consolidations, modifications and replacements of these leases or mortgages. If certain provisions of any of these leases or mortgages come into effect, the holder of such lease or mortgage can end this Lease. If this happens, Tenant will have no claim against Owner or such lease or mortgage holder. If Owner requests, Tenant will sign promptly an acknowledgment of the "subordination" in the form that Owner requests, and (if accurate) a written acknowledgment to any third-party designated by Owner that this Lease is in effect, that Owner is performing Owner's obligations under this Lease and that Tenant has no present claim against Owner.

29. TENANT'S RIGHT TO LIVE IN AND USE THE APARTMENT

If Tenant pays the Rent and any required Additional Rent on time and does everything Tenant agrees to do in this Lease, this Lease and the tenancy cannot be cut off before the Termination Date, except as provided for in other parts of this Lease.

30. BILLS AND NOTICES

- A. Notices to Tenant: Any notice from Owner to Tenant will be considered properly given if it is (i) in writing; (ii) signed by or in the name of Owner or Owner's agent or attorney; and (iii) addressed to Tenant at the Apartment and delivered to Tenant personally or sent by mail or nationally recognized overnight courier to Tenant at the Apartment. An agent, attorney, or designated employee of Owner or its agent may sign the notice on behalf of Owner. Any such notice will be deemed effective as of the date of delivery (if delivered personally or by messenger), one day after it is sent by overnight delivery service, or 3 days after mailing by registered or certified mail. If there is more than one person signing this Lease as Tenant, each Tenant designates the other person(s) as his or her agent for the purpose of receiving notices, so that Owner need only give notice to one such person for a notice to be effective as to all persons who constitute Tenant.
- B. Notices to Owner: Any notice from Tenant to Owner must be in writing, signed by Tenant and sent by registered or certified mail or nationally recognized overnight courier to Owner at the address noted on page 1 of this Lease, or at another address which Owner or Agent has given Tenant in writing. Notices will not be considered to be given if left with the Building staff.

31. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM

- A. Both Tenant and Owner agree to give up the right to a trial by jury in a court action, proceeding or counterclaim on any matters concerning this Lease, the relationship of Tenant and Owner, as Tenant and Owner, or Tenant's use or occupancy of the Apartment.
- B. If Owner begins any court action or proceeding against Tenant which asks that Tenant be compelled to move out, Tenant cannot make a counterclaim, unless Tenant is claiming that Owner has not done what Owner is supposed to do about the condition of the Apartment or the Building.

32. NO WAIVER OF LEASE PROVISIONS; MERGER

- A. All understandings and agreements heretofore made between the parties hereto are merged in this Lease, which alone fully and completely expresses the agreement between Owner and Tenant.
- B. No provision of this Lease may be waived or modified orally. Any waiver or modification of any provision of this Lease, or any waiver of a violation of this Lease, must be in writing and signed by both Tenant and Owner in order to be binding. Moreover, even if Tenant gives the keys to the Apartment to any employee or agent of Owner, and/or in connection with Tenant moving out, Owner permits use of the service elevator, and/or does a move out inspection of the Apartment, this Lease will not be deemed to end early unless and until the parties so agree in a writing signed by both Tenant and Owner.
- C. Even if Owner accepts Tenant's Rent or fails once or more often to take action when Tenant has not done what Tenant has agreed to do in this Lease, Owner's failure to take action or Owner's acceptance of Rent with knowledge of such breach will not prevent Owner from taking action at a later date if Tenant again does not do what Tenant has agreed to do.

- D. Even if Owner accepts a Rent payment for the Apartment from or which indicates an individual other than Tenant, such payment will not be considered a waiver or release of any obligation of Tenant under this Lease, nor an acceptance of such person as a tenant.
- E. If Owner accepts an amount less than all the Rent due, the amount received will only be considered to be in payment of the earliest Rent due. It will not be considered an agreement by Owner to accept this lesser amount in full satisfaction of all of the Rent due.
- F. Writing, notations, statements or other writings on the front or back of any check, money order, or other form of payment given to Owner will not be binding on Owner, nor shall they modify the terms of this Lease. Owner's acceptance, endorsement, deposit, or negotiation of such payment will be without prejudice to Owner's legal rights and will not be considered an acceptance of such writing, and Owner may treat such payment as if such writing did not exist.

33. CONDITION OF THE APARTMENT

When Tenant signed this Lease, Tenant did not rely on anything said by Owner, Owner's agent or superintendent about the physical condition of the Apartment, the Building, the land on which it is built, or the surrounding area. Tenant did not rely on any promises as to what would be done, unless what was said or promised is written in this Lease and signed by both Tenant and Owner. Tenant acknowledges that prior to signing this Lease, it inspected the Apartment and that by signing this Lease it is deemed to have accepted the Apartment in its present "as is" condition, except for any condition which Tenant could not reasonably have seen during Tenant's inspection.

34. RENT STABILIZATION; THE NEW YORK STATE DIVISION OF HOUSING AND COMMUNITY RENEWAL ("N.Y.S.D.H.C.R.").

This Lease is for a rent stabilized apartment. The Rent shall be adjusted up or down during this Lease term, including retroactively, to conform to the Rent Guidelines promulgated from time to time by the New York City Rent Guidelines Board (the "Rent Guidelines"). It is agreed that where Owner has proper cause and grounds to apply to N.Y.S.D.H.C.R. for relief, and where, upon proper application, either presently pending or made hereafter, Owner is found to be entitled to an increase in Rent over and above the amount set forth in this Lease, the parties agree as follows:

- A. To be bound by the determination of the N.Y.S.D.H.C.R.
- B. Where the N.Y.S.D.H.C.R. has granted an increase in Rent, Tenant agrees to pay such increase in the manner set forth by the N.Y.S.D.H.C.R.
- C. Despite anything contained in paragraphs (A) and (B), it is agreed in the event that an order is issued increasing the stabilized Rent because of Owner hardship, Tenant may, within 30 days of his receipt of a copy of N.Y.S.D.H.C.R.'s order, cancel his Lease on 60 days written notice to Owner. During said period prior to vacating, the canceling Tenant may continue in occupancy at no increase in Rent.
- D. The Rent provided for in this Lease may be increased or decreased, retroactively to the commencement of this Lease, to conform to the lawful Rent Guidelines or any changes in the Rent Guidelines which apply to this Lease as issued by the New York City Rent Guidelines Board.
- E. This Lease and all riders shall continue in full force and effect, and except as modified above, shall in no way be affected by the terms of this Article.

35. CHANGE IN RENT STABILIZATION LAW

To the extent that any change in the Rent Stabilization Law, the Rent Stabilization Code, or any other applicable laws reduce any obligation of or increase any benefit for Owner, such change shall be deemed applicable to this Lease on the effective date of such change.

36. RENT INCREASE FOR MAJOR CAPITAL IMPROVEMENT

Owner advises you that an application for increase in stabilized Rent on the ground of a building-wide major capital improvement dated _____ Docket No. _____ is now pending before the State Division of Housing and Community Renewal (Agency). Such application involves the following major capital improvements which are now completed or in progress: _____

Tenant agree that the stabilized Rent herein may be increased during the term of this Lease by reason of such improvement as of a date and in the amount permitted by an order from the Agency.

37. SUCCESSORS; PROHIBITED PERSONS

- A. The agreements in this Lease will be binding on Owner and Tenant and on those who succeed to the interest of Owner or Tenant (if anyone) by law, approved assignment or approved transfer. If more than one person is signing this Lease as Tenant, the obligations of this Lease are joint and several, and each of the people signing this Lease as Tenant is fully responsible for the obligations of Tenant under this Lease, including, without limitation, the obligation to pay Rent. Each individual signing as Tenant shall remain responsible for the obligations of Tenant under this Lease, even if this Lease is changed, renewed or extended, even if Tenant does not sign the extension, renewal or modification

agreement.

- B. Tenant represents that Tenant is not (i) listed on the list of "Specially Designated Nationals and Blocked Persons" ("SDN") promulgated by the Office of Foreign Assets Control of the U.S. Department of Treasury pursuant to 31 C.F.R. Part 500, or (ii) someone that Owner is prohibited or restricted from doing business with pursuant to the United States Patriot Act or any other law, rule, regulation, order or governmental action (and "Anti-Terrorism Law"). Tenant shall, on request of Owner, comply with any Anti-Terrorism Law. Notwithstanding any provision of this Lease to the contrary, in no event is Tenant permitted to assign this Lease, sublet the Apartment or engage in any other transaction relating to this Lease or the Apartment with and SDN, and any such transaction shall be void.

38. REFUSE/WASTE

Tenant will comply with all rules and directions of Owner and Owner's Agent concerning the location, manner and method of disposal of waste, refuse, garbage and recyclables. Carpets, rugs or other articles shall not be hung or shaken out of any window of the Building. Tenant shall not sweep or throw or permit to be swept or thrown any dirt, garbage or other substances out of the windows or into any of the halls, elevators or elevator shafts. Tenant shall not place any articles outside of the Apartment or outside of the Building except in safe containers and only at places designated by Owner. No household garbage is to be placed in the litter baskets on the Building's grounds. The Building and all apartments (including the Apartment) are smoke-free, and, moreover, it is prohibited for any residents and their guests to dispose of cigarettes, cigars or any other such objects by throwing them out of windows, terraces or doors. Tenant shall not use, generate, store or dispose of any type of hazardous or toxic materials or substances at, from or in the Apartment or any area of the Building.

39. PROJECTIONS/SIGNS/ADVERTISEMENTS

No radio or television antennae, satellite dishes, or other similar apparatus shall be affixed to or hung from any railings, windows, terrace, balcony or exterior portion of the Building without Owner's prior written consent. Awnings, signs or other projections shall not be attached to the outside walls of the Building or to any window or terrace. No sign, notice, signal, advertisement or illumination shall be placed, inscribed or exposed on or at any window or other part of the Building, either inside or outside, except such as shall have been approved in writing by Owner.

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

40. HALLWAYS, STAIRCASES, COMMON AREAS

Tenant acknowledges and agrees that (A) the public halls or stairways of the Building shall not be obstructed or used for any purpose other than ingress to or egress from the apartments in the Building, (B) no fire tower in the Building shall be obstructed in any way, (C) no public hall shall be decorated or furnished by any person in any manner, (D) children shall not play in the public halls, courts, plaza, public terraces, lobby, elevators, or fire towers, (E) children shall at all times be supervised by an adult while in the public areas of the Building, (F) no garbage cans, kitchen supplies, ice or other articles shall be placed in the hallways, elevators or on the staircase landings or any other public areas, nor shall anything be hung from the windows or balconies, or placed upon any window sill, ledge or balcony; neither shall any table cloths, clothing, curtains, carpets, matting or rugs be hung or shaken from any of the windows, doors, or balconies, (G) no baby carriages, bicycles, velocipedes, wagons, doormats, shoes, boots, galoshes, rubbers, umbrellas or similar articles, toys, playthings or other personal property of Tenant or Tenant's family, friends, guests, employees or servants shall be placed in or permitted to remain in the halls, corridors, vestibules or stairways of the Building, (H) neither Tenant, nor any member of Tenant's family, nor any employee, guest or visitor of Tenant, shall loiter in or about the entrance hallway, lobbies, corridors, vestibules or stairways of the Building at any time, (I) pets, if permitted, shall not be allowed in the public halls or stairways for any purpose other than ingress to or egress from the apartments in the Building, must be leashed or confined at all times, and must ingress to or egress from the Building through the service entrance at all times, (K) bicycles must be walked into and from the Building through the service entrance at all times, (L) smoking is PROHIBITED at all times in the Building, the Apartment, public halls, courts, plaza, public terraces, elevators, fire towers and stairs, the lobby or in any other public or other areas of the Building, (M) all non-automatic passenger and service elevators shall be operated only by employees of Owner and must not in any event be interfered with by Tenants. The service elevators, if any, shall be used by messengers and tradespeople for entering and leaving; and (N) utilization of the elevators or any other public area while in swimsuits or barefoot is prohibited.

41. FLOORS

Apartment floors will be covered with rugs or carpeting to the extent of at least 80% of the exposed floor area of the Apartment, including hallways but excluding kitchens, pantries and/or bathrooms. The tacking strip for wall-to-wall carpeting will be glued, not nailed to the floor. Where carpeting or rugs are used, it shall be laid over at least one layer of 1/4 inch thick padding underneath such carpeting or rugs, or the equivalent.

42. GROUP TOURS/EXHIBITIONS

No group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auctions, sales or public gatherings be held in the Apartment or any other portion of the Building, without the prior consent of Owner or its agents. No leaflets are to be distributed without the approval of Owner or its managing agent. Photography, filming and/or use of any other media format of the apartments, common areas, and/or interior and exterior of the Building is prohibited. No drones may be possessed or operated anywhere on or in the vicinity of Building property.

43. PETS/WILD ANIMALS

Pets (including any pets of Tenant's guests) may only be maintained in the Building with Owner's prior written approval, and, in such case, pursuant to a separate rider annexed to this Lease. Tenant will not provide food (e.g., bread crumbs, bird seed, etc.) for wild birds or any other wild animals in any manner, including, without limitation, by the installation of bird feeders from the terrace and/or windows or window sills, or anywhere else on Building property.

44. WINDOWS

Tenant will, at Tenant's own cost and expense, wash the interior surfaces of all windows of the Apartment at regular intervals of not less than 13 weeks. Windows will be kept securely closed and locked when no one is in the Apartment. IT IS A VIOLATION OF LAW TO REMOVE OR TAMPER WITH THE WINDOW DEVICE/STOP THAT PREVENTS THE WINDOWS FROM OPENING MORE THAN FOUR INCHES.

45. NOISE AND ODORS

- A. Tenant acknowledges that Owner has not made any representations or promises with respect to noises or odors, however arising, and whether occurring inside or outside the Building, and Tenant waives and releases any claim, cause of action or set off by reason of or arising out of any noise, inconvenience, aromas, scents, or odors, however arising, and whether occurring inside or outside the Building. Tenant shall not rescind this Lease or be entitled to any compensation or diminution or abatement of Rent, nor shall it fail to honor any other obligations under this Lease by virtue of any of the above-mentioned items.
- B. Tenant shall not permit noxious or objectionable odors, or any disturbing or objectionable noises, to emanate from the Apartment or in any other area of the Building that, in Owner's sole discretion, disturb or annoy any other resident of the Building. No construction, repair work or installation by Tenant that involves noise or vibration shall be conducted in the Apartment except on weekdays, excluding legal holidays, and only between the hours of **9:00 a.m. and 5:00 p.m.**, and only then with Owner's prior written approval. Tenant is strictly prohibited from operating any radios, stereos, televisions, or any other similar devices on any terrace or balcony or in any public area of the Building.

46. BARBECUING

Tenant may not install or operate a grill, barbecue or other similar cooking appliances or equipment (however powered, whether by open flame, charcoal, gas, propane or other similar fuel, electricity, or otherwise) on the Apartment's terrace or balcony, if any, nor is such grilling or barbecuing otherwise permitted at any time in the Apartment or on Building grounds, except in any areas which Owner may designate for that purpose and in accordance with any and all rules Owner may impose in connection with same.

47. BLINDS

Owner may provide Building standard blinds of such uniform design and color as Owner may determine in all windows of the Apartment. Tenant shall not remove any of the Building standard blinds unless it obtains Owner's express written permission to replace them, and will keep the same lowered whenever the sun is shining on the windows of the Apartment during the cooling season. Tenant understands that the space between the inside face of the windows and the blinds will be used for ventilation and circulation of hot and cool air. Accordingly, Tenant shall leave such space unencumbered and will not apply to the glass nor place any materials or devices in such space.

48. TOILETS

Toilets and other hydraulic apparatus in the Apartment and the Building shall not be used for any purposes other than those for which they are constructed. Tenant may not deposit any sweepings, cat litter, rubbish, rags or other articles into the toilets. The cost for any repairs resulting from Tenant's misuse shall be Tenant's sole responsibility and shall be billed to Tenant as Additional Rent.

49. VEHICLES

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

50. PREVENTING MOISTURE AND MILDEW

- A. Tenant acknowledges that it is necessary for Tenant to provide appropriate climate control in the Apartment and take other measures to retard and prevent mold and mildew from accumulating in the Apartment. Accordingly, Tenant shall:
 - (i) maintain the Apartment in clean condition, dust the Apartment on a regular basis and remove any visible moisture

accumulation in or on the leased premises, including on windows, walls, floors, ceilings, bathroom fixtures, and other surfaces; mop up spills and thoroughly dry affected area as soon as possible after occurrence; (ii) not block or cover any of the heating, ventilation or air-conditioning ducts in the Apartment and keep climate and moisture in the Apartment at reasonable levels; and (iii) leave open the doors of any washer/dryer installed in the Apartment when not in use, and regularly clean the components of any such washer/dryer to prevent the accumulation of mold and mildew.

- B. Tenant shall promptly notify management in writing of the presence of the following conditions: (i) any evidence of a water leak or excessive moisture or standing water inside the Apartment or in any common area or the garage at the Building; (ii) any evidence of mold or mildew-like growth in the Apartment that persists after Tenant has tried to remove it with a common household cleaner containing disinfectants and/or bleach, (iii) any failure or malfunction in the heating, ventilation and air conditioning systems or the laundry equipment, if any, in the Apartment; and, (iv) any inoperable doors or windows.
- C. If Tenant fails to comply with the provisions of this Article, then, in addition to Tenant's obligation to indemnify Owner in accordance with the terms of this Lease for all damage, loss, cost and expense, including attorneys' fees and disbursements, suffered or incurred by Owner in connection with said failure to comply, Tenant shall also be responsible for all damage or loss to and all costs and/or expenses suffered or incurred by Tenant, Tenant's personal property and other residents of the Building and their respective personal property.

51. LEASE NOT BINDING ON OWNER UNTIL EXECUTED

It is agreed that this Lease is subject to the review and approval of Owner. This Lease is submitted for Owner's signature with the understanding that it will not bind Owner in any way, nor entitle Tenant to possession of the Apartment, unless and until it has been executed by Owner and unconditionally delivered to Tenant. The submission of this Lease to Owner for Owner's signature will constitute a binding offer by Tenant which cannot be revoked unless Owner fails to execute and deliver the same to Tenant within 30 days of Owner's receipt thereof. Tenant, or the proposed Tenant, hereby waives any claims against Owner in the event this Lease is rejected for any reason.

52. TENANT MISREPRESENTATIONS

Owner has reasonably relied upon all representations made by Tenant in applying to lease an apartment, absent which reliance Owner would neither have offered nor executed this Lease. It is agreed that if Tenant shall have made, in its application for an apartment (which application is incorporated by reference herein and made a part hereof), any misrepresentation or untruthful statement, then Owner (A) may treat same as a violation of this Lease, and the remedies provided herein for a violation of the terms hereof shall be applicable thereto, and/or (b) shall be entitled to rescind this Lease. If Owner shall discover or ascertain such misrepresentation or untruthful statement before the commencement of the term hereunder, Owner shall have the right to terminate this Lease and refuse occupancy to Tenant.

53. MILITARY SERVICE

- A. Tenant understands that in order to protect Tenant if Tenant defaults in any legal proceeding affecting this Lease, Owner has requested that Tenant voluntarily disclose the following information. Owner represents that Owner will rely upon the following only if Tenant so defaults and that the decision of Owner to lease the Apartment to Tenant shall not be affected by the information provided.
- B. Tenant represents that Tenant is not a member of, and is not dependent on any person who is a member of, any branch of military service of the United States of America or the State of New York. Tenant shall promptly notify Owner in writing if for any reason Tenant hereafter becomes a member of, or becomes a financial dependent of anyone who is a member of, any branch of military service of the United States of America or the State of New York, with such notice stating the branch of the military service, the date Tenant's service, or the service of the person upon whom Tenant is financially dependent, begins and the location where Tenant is stationed.
- C. NOTE: IF TENANT IS A MEMBER OF, OR IS DEPENDENT ON ANY PERSON WHO IS A MEMBER OF, ANY BRANCH OF MILITARY SERVICE OF THE UNITED STATES OF AMERICA OR THE STATE OF NEW YORK, TENANT MUST CROSS-OUT THE PRECEDING PARAGRAPH AND COMPLETE THE FOLLOWING PARAGRAPH:

Tenant represents that Tenant is in _____ branch of military service of the United States of America or the State of New York located or stationed at _____, or that Tenant is financially dependent upon _____ having an address of _____ who is in the branch of military service of the United States of America or the State of New York.

54. INSURANCE INDEMNITY

- A. Unless prohibited by applicable insurance policies, to the extent that such insurance is collected, Tenant and Owner release and waive all rights of recovery against the other or anyone claiming through or under each by way of subrogation.
- B. It is recommended that Tenant obtain and keep in full force and effect during the term of this Lease, a comprehensive renter's insurance policy with a replacement cost endorsement. This recommendation is made to protect Tenant for damages which could occur to Tenant's property or from a claim made against Tenant for damages which occurred.

Such policy should cover, among other things, loss of or damage to all property in the Apartment, loss of any property left in the care, custody or control of Owner or any of its agents or employees, loss of use of the Apartment and all other perils, commonly insured against by prudent residential tenants. Tenant's insurance should carry minimum limits of \$300,000 per occurrence for bodily or personal injury and \$100,000 per occurrence with respect to property damage. Tenant further agrees that in the event Tenant suffers any damage or loss to its property or for bodily or personal injury, Tenant shall, if it maintains insurance, first file a claim and look to its insurance policy before making any claim against Owner, and Tenant shall notify Owner of any such damage, loss or injury promptly after it occurs.

- C. If Tenant has anyone perform work in the Apartment, make a delivery or install any item, Tenant must provide to Owner, prior to the start of any such work, evidence satisfactory to Owner of the contractor's policies of general liability insurance with commercially reasonable builders' risk coverage and workers' compensation insurance. Such policies must name Owner and its agents as additional insureds.
- D. Nothing in this Lease shall be construed to relieve Owner from responsibility directly to Tenant for any loss or damage caused directly to Tenant wholly or in part by the gross negligence or willful misconduct of Owner; but such liability shall be limited to actual losses that are in excess of the amount of insurance Tenant actually has.
- E. Tenant hereby covenants and agrees to indemnify and hold Owner harmless from and against any and all losses, costs, claims, actions, judgments, damages, liabilities, or expenses, including reasonable attorneys' fees, in connection with damage to property or injury or death to persons, or any other matters, arising from or out of (i) use and/or occupancy of the Apartment by Tenant, its agents, sub-lessees and/or assignees; (ii) any occurrence at the Apartment; (iii) any breach of this Lease by Tenant; and (iv) the acts, omissions or negligence of Tenant and/or Tenant's agents or contractors. If Owner shall be made a party to any litigation commenced against Tenant, then Tenant shall protect and hold Owner harmless and shall pay all reasonable costs and expenses, including attorneys' fees, costs and disbursements, incurred or paid by Owner in connection with such litigation.

55. DIPLOMATIC IMMUNITY

- A. The use of the Apartment for the purposes specified in this Lease shall not include offices of a governmental agency, or government (including, without limitation, an autonomous governmental corporation or any entity having governmental immunity), or a diplomatic or trade mission.
- B. If Tenant has complied with the Lease provisions relating to subletting and assigning and Owner has not exercised its options to refuse the subletting or assigning pursuant to this Lease and the Law within the requisite time frames, its consent to the proposed assignment or subletting shall not be unreasonably withheld; provided, however, that Owner may withhold consent thereto if in the reasonable exercise of Owner's judgment it determines that the assignee or sublessee shall have or enjoy diplomatic immunity.
- C. Tenant hereby irrevocably waives any and all immunity to which it may otherwise be entitled under the Foreign Sovereign Immunities Act of 1976 ("FSIA") and the International Organization Immunities Act of 1945 ("IOIA") or any amendment thereto or similar statute or otherwise in any action or proceeding, including summary dispossession proceedings, arising, directly or indirectly out of or relating to this Lease. Tenant further agrees that, should Owner or any of its successors or assigns bring any suit, action or proceeding in New York or any other jurisdiction to enforce any obligation or liability of Tenant arising, directly or indirectly, out of or relating to this Lease, no immunity from such suit, action or proceeding will be claimed by or on behalf of Tenant. Tenant also irrevocably acknowledges that by entering into this Lease, Tenant is engaging in a commercial activity in the United States. Tenant, by Tenant's signature below, hereby irrevocably waives any immunity or defense under FSIA or IOIA or otherwise, as to the attachment prior to the entry of judgment, attachment in aid of execution, or the execution upon a judgment entered in a New York City, New York State or Federal court sitting in New York regarding Tenant's security deposit or Owner's right to dispossess or evict Tenant and regain possession of the Apartment pursuant to court order.
- D. No waivers contained in this Article shall be subject to retraction or modification by Tenant or Tenant's home government.
- E. This Lease shall be of no force and effect unless and until, to the extent that Tenant can claim any immunity or defense pursuant to this Article, Tenant's home government specifically authorizes and agrees to the waiver set forth herein in writing.

56. GUARANTY

Tenant acknowledges and agrees that the information contained in the annexed Guaranty, if any, is true and accurate. Tenant shall provide updated information if any of the information provided by Guarantor changes at any time. Tenant further agrees that in the event of the death or insolvency of Guarantor, Tenant shall be obligated to provide to Owner a replacement Guaranty from a Guarantor with adequate financial resources, in Owner's judgment.

57. LIMIT OF RECOVERY AGAINST OWNER

Tenant is limited to Owner's interest in the Building for payment of a judgment or other court remedy against Owner.

58. OWNER'S CONSENT

If Tenant requires Owner's consent to any act and consent is not given, Tenant's only right is to ask the Court to direct Owner to give consent. Tenant will not make any claim against Owner for money or subtract any sum from the Rent because such consent was not given. The terms of this paragraph shall not require Owner to grant any consent if Owner is not required to do so.

59. BROKER

Tenant represents that (A) no broker brought about this Lease, or (B) if a broker did, in fact, bring about this Lease, Tenant (unless otherwise agreed between Owner and such broker) has agreed with the broker to pay the broker's commission, and Tenant agrees to indemnify and hold Owner harmless from any such commission claim made by any broker in connection with this Lease, including, without limitation, indemnifying and holding Owner harmless for the reasonable attorney's fees, costs and disbursements incurred by an attorney of Owner's choice in connection with such claim.

60. INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION

If any term, covenant, condition, or provision of this Lease or Rider shall be invalid, illegal or unenforceable to any extent, the remaining terms, covenants, conditions, and provisions of this Lease or Rider other than those as to which any term, covenant, condition, or provision is held invalid, illegal or unenforceable, shall not be affected thereby, and each remaining term, covenant, condition, and provision of this Lease and Rider shall be valid and enforceable to the fullest extent permitted by law.

61. DEFINITIONS

- A.** Owner: The term "Owner" means the person or organization receiving or entitled to receive Rent from Tenant for the Apartment at any particular time. "Owner" includes the owner of the land or Building, a lessor, or sublessor, or sublessor of the land or Building and a mortgagee in possession. It does not include a former owner, even if the former owner signed this Lease.
- B.** Tenant: The term "Tenant" means the person or persons signing this Lease as Tenant and the approved successors and approved assigns of the signer, all of whom are jointly and severally responsible and liable. This Lease has established a tenant-landlord relationship between Tenant and Owner.

62. HOUSE RULES

The attached House Rules are incorporated as if fully set forth herein. Tenant agrees to fully adhere to all House Rules. Violation of any of the House Rules constitutes a breach of the Lease. Owner may, in its sole discretion, commence legal proceedings to enforce the House Rules.

63. MISCELLANEOUS

- A.** In any dispute under this Lease, in the event of a conflict between the text and a caption, the text controls. Words and phrases in the singular will be deemed to include the plural and vice versa, and all terms will be deemed to be gender neutral.
- B.** This Lease shall be deemed to have been made in the City and State of New York. Tenant's and Owner's rights and obligations shall be determined in accordance with the internal laws of the State of New York. Tenant shall submit to personal jurisdiction of the courts of the State of New York whose jurisdiction shall be exclusive in any action or proceeding arising out of this Lease or any other agreement or relationship between Tenant and Owner.

THE PARTIES, UNDERSTANDING THEIR AGREEMENTS AND OBLIGATIONS UNDER THIS LEASE, HAVE SIGNED THIS LEASE AND AGREE TO BE BOUND BY THE PROVISIONS HEREOF.

IT IS AGREED AND UNDERSTOOD THAT THIS DOCUMENT MAY BE SIGNED IN SEPARATE PARTS AND THAT SIGNATURES VIA TELECOPIED TRANSMISSION SHALL BE ACCEPTED AS VALID AND BINDING.

American Copper Building LLC

 **Signed by Diego Ruiz de Velasco**
Fri Aug 23 2024 11:18:52 PM EDT
Key: 9323F1D9; IP Address: 69.201.182.57

Diego Ruiz de Velasco (Tenant)

Date

(duly authorized agent)

Date



8/23/2024
07:59 PM EDT

Jorge M. Cadena (Tenant)

Date

 **Signed by Santiago Borunda**
Thu Aug 22 2024 09:17:52 PM EDT
Key: DFEBABDC; IP Address: 67.250.160.42

Santiago Borunda (Tenant)

Date

NOTICE TO TENANTS 421-a RIDER TO LEASE

LEASE DATED: August 22, 2024	APARTMENT: E.39F
OWNER: American Copper Building LLC	
TENANT(S): Diego Ruiz de Velasco, Jorge M. Cadena, and Santiago Borunda	
BUILDING: The Copper 626 1st Ave, New York, NY 10016	

RENT REGULATION THE TENANT IS HEREBY NOTIFIED THAT THE BUILDING IN WHICH THE TENANT'S APARTMENT IS LOCATED WAS COMPLETED AFTER JANUARY 1, 1974. THE TENANT IS FURTHER NOTIFIED THAT TENANT'S APARTMENT IS SUBJECT TO THE RENT STABILIZATION LAW ("RSL") AND CODE, AS AMENDED, SOLELY BY REASON OF RECEIPT OF TAX BENEFITS GRANTED PURSUANT TO SECTION 421-a OF THE REAL PROPERTY TAX LAW ("RPTL").

EXPIRATION OF RENT REGULATION THE OWNER BELIEVES THAT THE 421-a TAX BENEFITS ARE SCHEDULED TO EXPIRE ON OR ABOUT **JUNE 30, 2038**. PURSUANT TO SECTION 421-a OF RPTL, SECTION 6-04(b) OF THE CITY'S 421-a REGULATIONS AND SECTION 2520.11(p)(2) OF THE RENT STABILIZATION CODE, TENANT'S APARTMENT WILL NO LONGER BE SUBJECT TO THE RSL UPON THE EXPIRATION OF THE LEASE IN EFFECT AT THE TIME THE RPTL 421-a TAX BENEFITS EXPIRE OR THE EXPIRATION OF THE RSL, WHICHEVER IS SOONER. THEREAFTER, OWNER MAY CHARGE A MARKET RENT FOR THE APARTMENT AND WILL NOT BE LEGALLY OBLIGATED TO PROVIDE TENANT WITH RENEWAL LEASES, AND IF OWNER SHOULD ELECT TO RENEW TENANT'S LEASE, OWNER WILL NOT BE LEGALLY BOUND BY ANY CITY, STATE OR FEDERAL LAWS, REGULATIONS OR INCREASE LIMITATIONS AND MAY CHARGE A MARKET RENT.

ANNUAL 2.2% RENT INCREASES IN ACCORDANCE WITH RPTL 421-a, SECTION 6-04(b) OF THE CITY'S 421-a REGULATIONS AND SECTION 2522.5(e)(2) OF THE RENT STABILIZATION CODE, COMMENCING APPROXIMATELY **JULY 1, 2030**. (THE "SURCHARGE COMMENCEMENT DATE") AND EFFECTIVE ON THE ANNIVERSARY DATE OF THE COMMENCEMENT OF THE FIRST LEASE FOR THE APARTMENT (THE "FIRST LEASE ANNIVERSARY DATE"), OWNER IS ENTITLED TO CHARGE AND COLLECT MONTHLY RENT INCREASES AT THE RATE OF 2.2% OF THE ACTUAL MONTHLY RENT FOR THE APARTMENT IN EFFECT ON THE SURCHARGE COMMENCEMENT DATE (the "2.2% INCREASES"). ON AND AFTER THE SURCHARGE COMMENCEMENT DATE, AN ADDITIONAL 2.2% INCREASE SHALL BE COLLECTED ANNUALLY ON EACH SUCCESSIVE FIRST LEASE ANNIVERSARY DATE UNTIL THE EXPIRATION OF THE RPTL 421-a TAX BENEFIT PERIOD. THESE 2.2% INCREASES WILL BE CHARGED CUMULATIVELY, BUT NOT COMPOUNDED BY ANY OTHER LAWFUL INCREASES, IN ORDER TO OFFSET THE GRADUAL DIMINUTION OF RPTL 421-a PARTIAL TAX EXEMPTION BENEFITS. OWNER SHALL BE ENTITLED TO CONTINUE TO COLLECT ACCUMULATED ANNUAL 2.2% INCREASES AFTER THE EXPIRATION OF THE RPTL 421-a TAX BENEFIT PERIOD.

IN ACCORDANCE WITH RPTL SECTION 421-a, THE CITY'S 421-a REGULATIONS AND RSC SECTION 2522.5(e)(2), IN THE EVENT THAT THE LANDLORD FAILS TO COLLECT A 2.2% INCREASE IN ANY PARTICULAR YEAR OR YEARS, SAID INCREASE OR INCREASES MAY BE COLLECTED AT ANY LATER TIME, EITHER DURING THE COURSE OF ANY LEASE OR AT THE COMMENCEMENT OF ANY LEASE, BUT PROSPECTIVELY ONLY. BY WAY OF EXAMPLE, IF THE LANDLORD FAILED TO COLLECT A 2.2% INCREASE IN THREE (3) DIFFERENT YEARS, THE LANDLORD MAY THEREAFTER, AT

ANY TIME DURING THE TAX BENEFIT PERIOD, ADD A TOTAL OF 6.6% (3 X 2.2%) OF THE RENT IN EFFECT ON THE SURCHARGE COMMENCEMENT DATE TO THE RENT CHARGED FOR THE APARTMENT.

THE 2.2% INCREASES ARE IN ADDITION TO ANY INCREASES THAT MAY BE PERMITTED BY THE NYS DIVISION OF HOUSING AND COMMUNITY RENEWAL ("DHCR") AND THE NEW YORK CITY RENT GUIDELINES BOARD. THE 2.2% INCREASES ARE NOT COMPOUNDED BY SUCH GUIDELINES INCREASES.

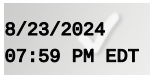
IT IS FURTHER AGREED THAT UPON ANY RENEWAL OF THIS LEASE THE LANDLORD MAY, IN ADDITION TO THE 2.2% INCREASES SET FORTH ABOVE, OBTAIN SUCH INCREASES AS ARE PERMITTED BY THE RSL AND THE RSC.

TENANT'S ACKNOWLEDGMENT I (WE) ACKNOWLEDGE THE OWNER'S RIGHT TO INCLUDE THESE PROVISIONS IN MY (OUR) LEASE AND THE OWNER'S ENTITLEMENT TO CHARGE AND COLLECT THE 2.2% RENT INCREASES DURING THE TAX BENEFIT PERIOD. BY MY (OUR) SIGNATURE BELOW, I (WE) CONFIRM THAT I (WE) HAVE RECEIVED AND AGREE TO THIS RIDER.

American Copper Building LLC

 **Signed by Diego Ruiz de Velasco**
Sat Aug 24 2024 11:45:20 AM EDT
Key: 9323F1D9; IP Address: 69.201.182.57

Diego Ruiz de Velasco (Tenant) Date (duly authorized agent) Date

Jorge M. Cadena (Tenant) Date

 **Signed by Santiago Borunda**
Thu Aug 22 2024 09:18:34 PM EDT
Key: DFEBABDC; IP Address: 67.250.160.42

Santiago Borunda (Tenant) Date