



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), אידיש (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

W.08C

New York, NY, 10016

Number/Street

Apt. No

City, State, Zip Code

Lease Offered to Tenant(s): John W. Kempczinski

(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): John W. Kempczinski

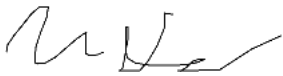
Email Address: jwk45@duke.edu

Mailing Address: 360 Beacon Street, Boston, MA 02116 - 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.



9/7/2024
06:13 PM EDT

John W. Kempczinski (Tenant)

Date

September 5, 2024

Dear John W. Kempczinski:

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: **W.08C**
Rent: **\$4,816.94**
Term: **1 year, 0 months, 0 days**
Lease Dates: **September 10, 2024** to **September 9, 2025**
Concession #1: One-Time Rental Concession of **\$2,408.47** to be given during **January, 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) Guarantor Agreement | 10) House Rules |
| 11) Indoor Allergen Tenant Pamphlet | 12) Lease Offer Notice |
| 13) Occupancy Rider | 14) Pet Rider |
| 15) Reasonable Accommodation Rider | 16) Rent Concession Agreement |
| 17) Residential Portfolio Abstract | 18) Smoke Detector Rider |
| 19) Stove Knob Covers | 20) Submetering Lease Rider |
| 21) Vacancy Lease - Offer of Terms | 22) Window Guards |
| 23) Sprinkler Disclosure Lease Rider | 24) Indoor Allergen Hazard Notice |
| 25) W-8 / W-9 | |

- 26) Payment in the form of certified check, bank check or money order for the following: **\$4,816.94** representing the first month's rent payable to **American Copper Building LLC** and **\$4,816.94** 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 **September 5, 2024**, between **American Copper Building LLC** ("Owner"), whose address is c/o **GO RESIDENTIAL MANAGEMENT LLC, 626 First Avenue, New York, NY 10016**, and **John W. Kempczinski** (hereafter referred to as "Tenant"), whose current address is: **360 Beacon Street, Boston, MA 02116 - US**.

Premises Leased: Apartment **W.08C** (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 **September 10, 2024** (the "Commencement Date"), and ending on **September 9, 2025** (the "Termination Date").

Rent: Tenant's monthly rent for the Apartment is **\$4,816.94** 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 **\$4,816.94** (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. John W. Kempczinski

- 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 1 apartment mechanical keys and 1 key fobs for the front door, elevator and apartment door (collectively, "Keys") and 1 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 John W. Kempczinski
Sun Sep 8 2024 03:19:51 AM EDT
Key: DC17B0CB; IP Address: 73.114.170.103

John W. Kempczinski (Tenant)

Date

(duly authorized agent)

Date

NOTICE TO TENANTS 421-a RIDER TO LEASE

LEASE DATED: September 5, 2024	APARTMENT: W.08C
OWNER: American Copper Building LLC	
TENANT(S): John W. Kempczinski	
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 John W. Kempczinski**
Sun Sep 8 2024 03:20:07 AM EDT
Key: DC17B0CB; IP Address: 73.114.170.103

John W. Kempczinski (Tenant)

Date

(duly authorized agent)

Date



State of New York
Division of Housing and Community Renewal
Office of Rent Administration
Web Site: www.nysdhcr.gov

**NOTICE TO TENANT
DISCLOSURE OF BEDBUG INFESTATION HISTORY**

Pursuant to the NYC Housing Maintenance Code, an owner/managing agent of residential rental property shall furnish to each tenant signing a vacancy lease a notice that sets forth the property's bedbug infestation history.

Name of tenant(s): **John W. Kempczinski**

Subject Premises: **626 1st Ave #W.08C, New York, NY 10016**

Apt.#: **W.08C**

Date of vacancy lease: **September 10, 2024**

BEDBUG INFESTATION HISTORY
(Only boxes checked apply)

- ☒ There is no history of any bedbug infestation within the past year in the building or in any apartment.
- ☐ During the past year the building had a bedbug infestation history that has been the subject of eradication measures. The location of the infestation was on the _____ floor(s).
- ☐ During the past year the building had a bedbug infestation history on the _____ floor(s) and it has not been the subject of eradication measures.
- ☐ During the past year the apartment had a bedbug infestation history and eradication measures were employed.
- ☐ During the past year the apartment had a bedbug infestation history and eradication measures were not employed.
- ☐ Other:

American Copper Building LLC



Signed by John W. Kempczinski

Sun Sep 8 2024 03:20:16 AM EDT

Key: DC17B0CB; IP Address: 73.114.170.103

John W. Kempczinski (Tenant)

Date

(duly authorized agent)

Date

Initials:



ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED SEPTEMBER 5, 2024 BETWEEN AMERICAN COPPER BUILDING LLC (LANDLORD) AND JOHN W. KEMPCZINSKI (TENANT) REGARDING APARTMENT W.08C IN THE PREMISES LOCATED AT 626 1ST AVE, NEW YORK, NEW YORK 10016. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

RIDER TO LEASE: CONSTRUCTION

WHEREAS, John W. Kempczinski (hereinafter "Tenant") has requested of **American Copper Building LLC**, the Owner of the premises known as and located at **The Copper, 626 First Avenue, New York, NY 10016**, (the "Premises"), that Tenant be permitted to execute a lease (hereinafter "the Lease") and enter into occupancy of the above-referenced Apartment (hereinafter "the Apartment") at the Premises; and

WHEREAS, Tenant has been specifically advised prior to the execution of the Lease by Tenant, that the Owner shall be engaging in protracted and on-going construction activities at the Premises, which activities shall continue during the term of the Lease, and may include, but may not be limited to, the possible need for access to the Apartment, the creation of noise, dust, debris, loss of use of portions of common areas during certain periods of time and other events normally associated with construction activities; and

WHEREAS, despite having been specifically advised as to the foregoing, Tenant, nonetheless, desires and has requested permission of Owner, that Tenant be permitted to execute the Lease and enter into the Premises and occupy the Apartment therein.

NOW THEREFORE, to induce the Owner of the Premises to grant Tenant's request for permission to be allowed execute the Lease and enter into occupancy of the Apartment:

Tenant hereby:

- (A)** assumes all the risks and hazards attendant upon Tenant's execution of the Lease and entry on and presence at the Premises and the Apartment subject to the warranty of habitability, and
- (B)** releases the agent to the Owner, the Owner, the Construction Manager and any of their agents, employees, contractors or representatives from and against any and all causes of actions, claims, rights, demands, suits, damages and judgments which Tenant or any person on the Premises under the permission may suffer or sustain arising out of or in connection with his/her/their presence on or about the Premises or the Apartment and Tenant's obligations under the Lease, including, but not limited to, the payment of the rent recited therein when said rent is due except for the warranty of habitability, and
- (C)** agrees that Tenant having accepted the risk of occupancy during said period of construction and having been fully apprised of such prior to executing this lease and/or entering into occupancy of the Apartment, shall not assert nor be entitled to assert that the occurrence of such construction activities breaches any warranties to tenant other than the warranty of habitability, and
- (D)** agrees to indemnify and hold harmless the agent to the Owner, the Owner, the Construction Manager and any of their agents, employees, contractors or representatives of, from and/or against, any and/or all loss, costs, claims, suits, damages and judgments arising out of or in connection with his/her/their presence on or about the Premises or the Apartment and agrees to maintain proper insurance for property damage and personal injury and shall look to its insurance company not owner or its agents for reimbursement for property damage or personal injury, and
- (E)** agrees to provide access to the premises, on reasonable prior notice, when such is requested by Owner.

Tenant understands that Owner has specifically relied upon the representations made by Tenant herein in determining to enter into the lease with Tenant. Tenant understands that Tenant's representations have served as a special inducement to Owner to execute the Lease with Tenant, such that absent Tenant's representations and inducement to Owner and Owner's specific reliance thereon, Owner would neither have offered the Lease to the Apartment to Tenant nor executed the Lease to the Apartment with Tenant. Accordingly, Tenant's breach of any of the foregoing shall constitute a material misrepresentation which may, among other remedies, entitle Owner to rescind this Lease. Tenant has made the above-described request and has executed this Agreement and the

Lease freely, voluntarily and knowingly.

This Rider shall be deemed to have been jointly drafted by both parties in order to avoid any negative inference against the preparer thereof. The parties hereto have caused this Rider to be executed as of the day and year recited below as the date signed by Landlord.

(duly authorized agent)

Date



Signed by John W. Kempczinski

Sun Sep 8 2024 03:21:31 AM EDT

Key: DC17B0CB; IP Address: 73.114.170.103

John W. Kempczinski (Tenant)

Date

Initials:





State of New York
Division of Housing and Community Renewal
Office of Rent Administration
Gertz Plaza
92-31 Union Hall Street
Jamaica, New York 11433
Web Site: www.hcr.ny.gov

Revision Date: January 2024

New York City LEASE Rider For Rent Stabilized Tenants

**FAILURE BY AN OWNER TO ATTACH A COPY OF THIS RIDER TO THE TENANT'S
LEASE WITHOUT CAUSE MAY RESULT IN A FINE OR OTHER SANCTIONS**

NOTICE

This Rider, with this Notice, must be attached to all vacancy and renewal leases for rent stabilized apartments. This Rider was prepared pursuant to Section 26-511(d) of the New York City Rent Stabilization Law.

This Rider must be in a print size larger than the print size of the lease to which the Rider is attached. The following language must appear in bold print upon the face of each lease: **"ATTACHED RIDER SETS FORTH RIGHTS AND OBLIGATIONS OF TENANTS AND LANDLORDS UNDER THE RENT STABILIZATION LAW."**

This Rider has been updated to reflect the changes made by the Housing Stability and Tenant Protection Act of 2019.

Section 1 (If this is a renewal lease, do not complete Section 1, go to Section 2)

If Box A is checked, the owner **MUST** show how the rental amount provided for in such vacancy lease has been computed above the previous legal regulated rent by completing the following chart. In addition, the owner **MUST** complete the Notice To Tenant Disclosure of Bedbug Infestation History, as required by the NYC Housing Maintenance Code Section 27-2018.1, which is required to be served on the tenant with this Lease Rider.

ANY INCREASE ABOVE THE PREVIOUS LEGAL REGULATED RENT MUST BE IN ACCORDANCE WITH ADJUSTMENTS PERMITTED BY THE RENT LAWS and RENT STABILIZATION CODE.

VACANCY LEASE RENT CALCULATION

Status of Apartment and Last Tenant (Owner to Check and Complete Appropriate Box - (A), (B), (C), or (D). Choose only one.)

(A) ☒ This apartment was rent stabilized when the last tenant moved out.

Address: **626 1st Ave New York, NY 10016 Apt.# W.08C**

- | | |
|--|--------------------------|
| 1. Previous Legal Regulated Rent | <u>\$4,676.64</u> |
| 2. Guideline adjustment based on 1 year lease. (3.0%) (Note: For vacancy leases, a guideline adjustment can only be taken once per calendar year.) | <u>\$140.30</u> |

3. Individual Apartment Improvements (IAI)
In order to collect rent increase for the IAI, you **MUST** complete the itemized list below and enter the increase in **Line 3-G** (below).

☐ **Tenant Request for Documentation**

Check the box if you want to request at this time, from the owner, copies of documentation (e.g., bills, invoices, cancelled checks, etc.) that clarify and support the individual apartment improvement(s) cost detailed in this rider. If you do not request it now, you have the lawful right to request it within 60 days of the execution of the lease, by certified mail and the owner must then provide the documentation within 30 days either by certified mail or by personal delivery with a signed acknowledgement receipt by tenant. (Refer to Rider Section 3, Provision 4 - Other Rent Increases, Individual Apartment Improvements.)

Individual Apartment Improvements (IAI)

NOTE: Before completing this section, refer to the IAI limitations described in Section 3 - Provision 4 of this document.

Items

3-A. Bathroom Renovation (check all applicable items)

- ☐ Complete Renovation (if this box is checked you are not required to check individual items)

OR

- ☐ Individual Items
(check all applicable items)
- ☐ Sink
- ☐ Shower Body
- ☐ Toilet
- ☐ Tub
- ☐ Plumbing
- ☐ Cabinets
- ☐ Vanity
- ☐ Floors and/or Wall Tiles
- ☐ Other (describe) _____

Total Costs for Parts and Labor **3-A.** **\$0.00**

3-B. Kitchen Renovation (check all applicable items)

- ☐ Complete Renovation (if this box is checked you are not required to check individual items)

OR

- ☐ Individual Items
(check all applicable items)
- ☐ Sink
- ☐ Stove
- ☐ Refrigerator
- ☐ Dishwasher
- ☐ Cabinets
- ☐ Plumbing
- ☐ Floors and/or Wall Tiles
- ☐ Countertops
- ☐ Other (describe) _____

Total Costs for Parts and Labor **3-B.** **\$0.00**

3-C. Other (check all applicable items)

- ☐ Doors
- ☐ Windows
- ☐ Radiators
- ☐ Light Fixtures
- ☐ Electrical Work
- ☐ Sheetrock
- ☐ Other (describe) _____

Total Costs for Parts and Labor **3-C.** **\$0.00**

3-D. Subtotal Costs for Parts and Labor (sum of 3-A, 3-B and 3-C) **3-D.** \$ _____

3-E. Total Costs for Parts and Labor for Prior IAIs Collected on or after 6/14/19 (excluding 3-D) **3-E.** **\$0.00**

3-F. Calculating the allowable IAI increase for this installation: \$15,000 – 3-E **3-F.** **\$15,000.00**

3-G. Total IAI Rent Increase (1/168th or 1/180th of Line 3-D or Line 3-F, 3-G. WHICHEVER IS LESS) **3-G.** **\$0.00**

Note: 1/168th if the building has 35 or fewer units. 1/180th if the building is over 35 units.

4. New Legal Regulated Rent (sum of 1, 2 and 3-G) **\$4,816.94**
- 4A. Preferential Rent* or Higher Actual Rent** (if charged) \$ _____ **\$4,816.94**
(enter 4 or 4A)
5. Air Conditioner Surcharges: **\$0.00**
6. Appliance Surcharges (Tenant-installed washer, dryer, dishwasher) **\$0.00**
7. Ancillary Services charged (e.g., garage) **\$0.00**
8. Other (specify) **2.2% Surcharges previously taken** \$ _____
9. New Tenant's Total Payment **\$4,816.94**

* If a "preferential rent" is being charged, please read Provision #17 of this Rider.

** If a "higher actual rent" is being charged, authorized by a regulatory agreement, please read Provision #14 of this rider.

(B) ☐ This apartment was Rent Controlled at the time the last tenant moved out. This tenant is the first rent stabilized tenant and the rent agreed to and stated in the lease to which this Rider is attached is \$ _____. The owner is entitled to charge a market rent to the first rent stabilized tenant. The first rent charged to the first rent stabilized tenant becomes the initial legal regulated rent for the apartment under the rent stabilization system. However, if the tenant has reason to believe that this rent exceeds a "fair market rent", the tenant may file a "Fair Market Rent Appeal" with DHCR. The owner is required to give the tenant notice, on DHCR Form RR-1, of the right to file such an appeal. The notice must be served by certified mail. A tenant only has 90 days, after such notice was mailed to the tenant by the owner by certified mail, to file an appeal. Otherwise, the rent set forth on the registration form becomes the initial legal regulated rent.

(C) ☐ The rent for this apartment is an Initial or Restructured Rent pursuant to a Government Program.

(Specify Program _____) \$ _____

(D) ☐ Other(_____) \$ _____

(For example: New apartment/first rent or Combined apartments, see Fact Sheet #5)

Section 2 - This section needs to be completed for vacancy and renewal leases

NOTICE: If a higher actual rent authorized by a regulatory agreement is being charged, in relation to Section A, B, C or D in Section 1 above, or in a renewal lease, DHCR Notice RA-LR3 must be attached to the lease.

Lease Rider for the housing accommodation:

626 1st Ave W.08C

New York, NY 10016

(Print Housing Accommodation's Address and Apartment Number)

Lease Start Date: **September 10, 2024** Lease End Date: **September 9, 2025**

Lease Dated: **September 5, 2024**

The tenant named in the lease hereby acknowledges the contemporaneous receipt of the above lease rider for the housing accommodation stated above.



Signed by John W. Kempczinski

Sun Sep 8 2024 03:21:59 AM EDT

Key: DC17B0CB; IP Address: 73.114.170.103

John W. Kempczinski (Tenant)

Date

Subject to penalties provided by law, the owner of the housing accommodation hereby certifies that the above rider is hereby contemporaneously provided to the tenant with the signing of the lease and the information provided by the owner herein is true and accurate based on its records.

American Copper Building LLC

(duly authorized agent)

Date

INTRODUCTION:

This Rider is issued by the New York State Division of Housing and Community Renewal (“DHCR”), pursuant to the Rent Stabilization Law (“RSL”) and Rent Stabilization Code (“RSC”). It generally informs tenants and owners about their basic rights and responsibilities under the RSL.

This Rider does not contain every rule applicable to rent stabilized apartments. It is only informational and its provisions are not part of and do not modify the lease. However, it must be attached as an addendum to the lease. It does not otherwise replace or modify more exact or complete sections of the RSL, the RSC, any order of DHCR or other government agency authorized to fix rents, or any order of the New York City Rent Guidelines Board that govern this tenancy. The owner must comply with all applicable state, federal and local fair housing laws and nondiscrimination requirements.

The Appendix lists organizations which can provide assistance to tenants and owners who have inquiries, complaints or requests relating to subjects covered in this Rider.

Tenants should keep a copy of this Rider and of any lease they sign and carefully review the summary of lawful rent increases described. Any tenant who believes that the rent they are being charged may be unlawful may consider requesting a rent history of their apartment from DHCR (www.hcr.ny.gov). After reviewing the rent history, the tenant can make an informed decision whether to file form RA-89 “Tenant’s Complaint of Rent and/or Other Specific Overcharges in a Rent Stabilized Apartment.”

1. RENEWAL LEASES

The owner is entitled to increase the rent when a tenant renews a lease (“renewal lease”). Each year, effective October 1, the New York City Rent Guidelines Board sets the percentage of maximum permissible adjustment over the immediately preceding September 30th rent for leases which will begin during the year for which the guidelines order is in effect. The date a lease starts determines which guidelines order applies.

Guidelines orders provide increases for Renewal Leases. The renewing tenant has the choice of the length of the lease. Different percentages are set for rent increases for leases of one or two years. For additional information see DHCR Fact Sheet #26.

2. VACANCY LEASES

The owner is entitled to increase the previous legal regulated rent when a new tenant enters into a lease for the first time and this is referred to as a vacancy lease. The tenant may choose between a one or two-year lease term. The allowable adjustment is set by the Rent Guidelines Board. However, no more than one guideline board adjustment may be added per calendar year. Lawful Major Capital Improvement and Individual Apartment Improvements may also be added to the rent.

3. SECURITY DEPOSITS

An owner may collect a security deposit no greater than one month’s rent. When the rent is increased, the owner may charge an additional amount to bring the security deposit up to the full amount of the increased rent to which the owner is entitled. If a preferential rent is being charged, the amount of the security deposit collected can be no higher than the preferential rent.

A security deposit must be deposited in an interest bearing trust account in a banking organization in New York State. The tenant has the option of applying the interest to the rent, leaving the interest in the bank or receiving the interest annually. For additional information see DHCR Fact Sheet #9.

4. OTHER RENT INCREASES

In addition to guideline increases, the rent may be permanently increased based upon the following:

(A) Individual Apartment Improvements (IAI) – When an owner installs a new appliance or makes an improvement to an apartment the owner may be entitled to an IAI rent Increase. Tenant written consent for the improvement and rent increase is only required if the apartment is occupied by a tenant. It is not required for a vacant apartment.

In buildings with 35 units or less, the increase is limited to 1/168th of the cost of the improvement. In buildings with more than 35 units, the increase is limited to 1/180th of the cost of the improvement.

No more than three IAI increases can be collected in a 15-year period and the total cost of the improvements eligible for a rent increase calculation cannot exceed \$15,000. Work must be done by a licensed contractor and there is a prohibition on common ownership between the contractor and the owner. The apartment must be free and clear of any outstanding hazardous and immediately hazardous violations.

The written consent provided by the tenant in occupancy must be on a DHCR form. A translated version in the top 12 languages spoken other than English will be made available for review on the DHCR website. Owners are required to maintain supporting documentation and photographs for all IAI installations, which commencing June 14, 2020 will be submitted to and stored by DHCR in an electronic format. The IAI rent increase is temporary, as it must be removed from the rent in 30 years and the legal rent must be adjusted at that time for guideline adjustments that were previously compounded on a rent that included the IAI.

The DHCR Lease Rider offered to vacancy lease tenants contain notification to the tenant of the right to request from the owner by certified mail Individual Apartment Improvements (IAI's) supporting documentation at the time the lease is offered or within 60 days of the execution of the lease. The owner shall provide such documentation within 30 days of that request in person or by certified mail. A tenant who is not provided with that documentation upon demand may file form RA-90 "Tenant's Complaint of Owner's Failure to Renew Lease and/or Failure to Furnish a copy of a Signed Lease" to receive a DHCR Order that directs the furnishing of the IAI supporting documentation. (Refer to Rider Section 1, Individual Apartment Improvements.)

(B)Major Capital Improvements (MCI) – An owner is permitted a rental increase for building-wide major capital improvements, such as the replacement of a boiler or new plumbing. Major Capital Improvement rent increases are prohibited in buildings that contain 35% or fewer rent regulated apartments. The owner must file an application with DHCR and all supporting documentation is audited.

DHCR may issue an order denying the increase or granting it in part or in whole and serve the order on the owner and all tenants in the building. The rent increase approved in the DHCR order is collectible prospectively, on the first day of the first month 60 days after issuance. There are no retroactive rent increases. The collection of the increase is limited to a 2% cap/yearly phase-in. The 2% cap also applies to MCI rent increases not yet collected that were approved on or after June 14, 2012. Upon vacancy, the remaining balance of the increase can be added to the legal rent. In buildings with 35 or fewer units, the cost is amortized over a 12-year period. In buildings with more than 35 units, the cost is amortized over 12 1/2 years. The building must be free and clear of any outstanding hazardous and immediately hazardous violations. The MCI rent increase is temporary and it must be removed from the rent in 30 years and the legal rent must be adjusted at that time for guideline adjustments that were previously compounded on a rent that included the MCI rent increase.

Vacancy lease tenants are to be notified in their lease about pending MCI applications.

(C)Hardship – An owner may apply to increase the rents of all rent stabilized apartments based on hardship when:

1. the rents are not sufficient to enable the owner to maintain approximately the same average annual net income for a current three-year period as compared with the annual net income which prevailed on the average over the period 1968 through 1970, or for the first three years of operation if the building was completed since 1968, or for the first three years the owner owned the building if the owner cannot obtain records for the years 1968-1970; or
2. where the annual gross rental income does not exceed the annual operating expenses by a sum equal to at least 5% of such gross income.

If an application for a rent increase based on a major capital improvement or hardship is granted, the owner may charge the increase during the term of an existing lease only if the lease contains a clause specifically authorizing the owner to do so.

5. RENT REGISTRATION

(A)Initial

An owner must register an apartment's rent and services with DHCR when the building first becomes subject to the RSL and in adherence to any related regulatory agreements and/or tax benefit programs.

(B)Annual

The annual registration must be filed with DHCR no earlier than April 1st of each year. At the time of such filing, the owner must provide each tenant with the tenant's copy.

(C)Penalties

Failure to register in a timely manner shall result in penalties, rent reductions, and other remedies as permitted by law.

6. RENEWAL LEASES

A tenant has a right to a renewal lease, with certain exceptions (see Provision 10 of this Rider, "When An Owner May Refuse To Renew A Lease").

At least 90 days and not more than 150 days before the expiration of a lease, the owner is required to notify the tenant in writing that the lease will soon expire. That notice must also offer the tenant the choice of a one or two-year lease at the permissible guidelines adjustment. After receiving the notice, the tenant always has 60 days to accept the owner's offer, whether or not the offer is made within the above time period, or even beyond the expiration of the lease term.

Any renewal lease, except for the amount of rent and duration of its term, is required to be on the same terms and conditions as the expired lease, and a fully executed copy of the same must be provided to the tenant within 30 days from the owner's receipt of the renewal lease or renewal form signed by the tenant. If the owner does not return a copy of such fully executed Renewal Lease Form to the tenant within 30 days of receiving the signed renewal lease from the tenant, the tenant is responsible for payment of the new lease rent and may file a "Tenant's Complaint of Owner's Failure to Renew Lease and/or Failure to Furnish a Copy of a Signed Lease" (DHCR Form RA-90). DHCR shall order the owner to furnish the copy of the renewal lease or form. If the owner does not comply within 20 days of such order, the owner shall not be entitled to collect a rent guideline adjustment until the lease or form is provided.

It is illegal for an owner to require a rent stabilized tenant to provide immigration status information or a Social Security number as a condition to renewing the lease. (For additional information on the rights of foreign-born tenants see DHCR Fact Sheet #45.)

If a tenant wishes to remain in occupancy beyond the expiration of the lease, the tenant may not refuse to sign a proper renewal lease. If the tenant does refuse to sign a proper renewal lease, he or she may be subject to an eviction proceeding.

An owner may add to a renewal lease the following clauses even if such clauses were not included in the tenant's prior lease:

- (A) the rent may be adjusted by the owner on the basis of Rent Guidelines Board or DHCR Orders or orders of other government agencies authorized to fix rents;
- (B) if the owner or the lease grants permission to sublet or assign, the owner may charge a sublet allowance for a sub-tenant or assignee, provided the prime lease is a renewal lease. However, this sublet allowance may be charged even if such clause is not added to the renewal lease. (Subletting is discussed in Provision 9 of this Rider);
- (C)(1) if the building in which the apartment is located is receiving 421-a (1-15) tax benefits, a clause may be added providing for an annual or other periodic rent increase over the initial rent at an average rate of not more than 2.2 % of the amount of such initial rent per annum not to exceed nine 2.2 percent increases. Such charge shall not become part of the legal regulated rent; however, the cumulative 2.2 percent increases charged prior to the termination of tax benefits may continue to be collected as a separate charge;
- (2) provisions for rent increases if authorized under Section 423 of the Real Property Tax Law: a clause may be added to provide for an annual or other periodic rent increase over the legal regulated rent if authorized by Section 423 of the Real Property Tax Law.

7. RENEWAL LEASE SUCCESSION RIGHTS

In the event that the tenant has permanently vacated the apartment at the time of the renewal lease offer, family members who have lived with the tenant in the apartment as a primary residence for at least two years immediately prior to such permanent vacating (one year for family members who are senior citizens and disabled persons), or from the inception of the tenancy or commencement of the relationship, if for less than such periods, are entitled to a renewal lease. A tenant shall be considered to have permanently vacated the apartment when the tenant has permanently ceased residing in the apartment.

"Family Member" includes the spouse, son, daughter, stepson, stepdaughter, father, mother, stepfather, stepmother, brother, sister, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law or daughter-in-law of the tenant.

"Family member" may also include any other person living with the tenant in the apartment as a primary residence who can prove emotional and financial commitment and interdependence between such person and the tenant. Examples of evidence which is considered in determining whether such emotional and financial commitment and interdependence existed are set forth in the Rent Stabilization Code. Renewal lease succession rights are also discussed in detail in DHCR Fact Sheet #30.

8. SERVICES

Written notification to the owner or managing agent should be given but is **NOT** required, before filing a decrease in service complaint with DHCR. Owners who have not received prior written notification from the

tenant will however, be given additional time to respond to a complaint filed with DHCR. Applications based on a lack of heat or hot water must be accompanied by a report from the appropriate city agency.

All emergency conditions do not require prior written notification. These include but are not limited to: vacate order (5 day notification), fire (5 day notification), no water apartment wide, no operable toilet, collapsed or collapsing ceiling or walls, collapsing floor, no heat/hot water apartment wide (violation required), broken or inoperative apartment front door lock, all elevators inoperative, no electricity apartment wide, window to fire escape (does not open), water leak (cascading water, soaking electrical fixtures), window-glass broken (not cracked), broken/unusable fire escapes, air conditioner broken (summer season). Complaints to DHCR on the appropriate DHCR form that cite any of these emergency conditions will be treated as first priority and will be processed as quickly as possible. **It is recommended that tenants use a separate DHCR form for any problematic conditions that are not on this emergency condition list.**

Certain conditions, examples of which are set forth in the Rent Stabilization Code, which have only a minimal impact on tenants, do not affect the use and enjoyment of the premises, and may exist despite regular maintenance of services. These conditions do not rise to the level of a failure to maintain required services. The passage of time during which a disputed service was not provided without complaint may be considered in determining whether a condition is de minimis. For this purpose, the passage of 4 years or more will be considered presumptive evidence that the condition is de minimis.

The amount of any rent reduction ordered by DHCR shall be reduced by any credit, abatement or offset in rent which the tenant has received pursuant to Sec. 235-b of the Real Property Law ("Warranty of Habitability") that relates to one or more conditions covered by the DHCR Order. For additional information see DHCR Fact Sheets #3, #14 and #37.

9. SUBLETTING AND ASSIGNMENT

A tenant has the right to sublet his/her apartment, even if subletting is prohibited in the lease, provided that the tenant complies strictly with the provisions of Real Property Law Section 226-b. Tenants who do not comply with these requirements may be subject to eviction proceedings. Compliance with Section 226-b is not determined by DHCR, but by a court of competent jurisdiction. If a tenant in occupancy under a renewal lease sublets his/her apartment, the owner may temporarily increase the rent by the current rent guidelines board adjustment, regardless of whether the owner has increased the rent by the guidelines board amount within the prior twelve months. This charge may be passed on to the sub-tenant. However, upon termination of the sublease, the Legal Regulated Rent shall revert to the Legal Regulated Rent without such temporary increase. The rent increase is the allowance provided by the NYC Rent Guidelines Board available when the tenant's lease commenced, and it takes effect when the subletting takes place.

A tenant who sublets his/her apartment is entitled to charge the sub-tenant the rent permitted under the Rent Stabilization Law, and may charge a 10% surcharge payable to the tenant only if the apartment sublet is fully furnished. Where the tenant charges the sub-tenant any additional rent above such surcharge and sublet allowance, if applicable, the tenant shall be required to pay to the sub-tenant a penalty of three times the rent overcharge, and may also be required to pay interest and attorney's fees. The tenant may also be subject to an eviction proceeding.

Assignment of Leases

In an assignment, a tenant transfers the entire remainder of his or her lease to another person (the assignee), and gives up all of his/her rights to reoccupy the apartment.

Pursuant to the provisions of Real Property Law Section 226-b, a tenant may not assign his/her lease without the written consent of the owner, unless the lease expressly provides otherwise. If the owner consents to the assignment of the lease, the owner may increase the rent as if the assignee was entering into a new lease following permanent vacancy. Such increase shall remain part of the Legal Regulated Rent for any subsequent renewal lease.

An owner is not required to have reasonable grounds to refuse to consent to the assignment. However, if the owner unreasonably refuses consent, the owner must release the tenant from the remainder of the lease, if the tenant, upon 30 days' notice to the owner, requests to be released.

If the owner refuses to consent to an assignment and does have reasonable grounds for withholding consent, the tenant cannot assign and the owner is not required to release the tenant from the lease. For additional information see, DHCR Fact Sheet #7.

10. WHEN AN OWNER MAY REFUSE TO RENEW A LEASE

As long as a tenant pays the lawful rent to which the owner is entitled, the tenant, except for the specific grounds stated in the Rent Stabilization Law and Rent Stabilization Code, is entitled to remain in the

apartment. An owner may not harass a tenant by engaging in an intentional course of conduct intended to make the tenant move from his/ her apartment.

Below are listed some but not all grounds for eviction:

Without DHCR consent, the owner may refuse to renew a lease and bring an eviction action in Civil Court at the expiration of the lease on any of the following grounds:

- (A) the tenant refuses to sign a proper renewal lease offered by the owner;
- (B) the owner, because of immediate and compelling necessity, seeks to recover the apartment in good faith for personal use and occupancy as a primary residence or for the personal use and occupancy as a primary residence of members of the owner's immediate family; Note that the owner is only permitted to do this for one apartment in a building subject to regulation.
- (C) the tenant does not occupy the apartment as his or her primary residence. The owner must notify the tenant in writing at least 90 and not more than 150 days prior to the expiration of the lease term of the owner's intention not to renew the lease. However, the rent regulations and the Social Services Law provide added protection for victims of domestic violence.

With DHCR consent, the owner may refuse to renew a lease upon any of the following grounds:

- (A) the owner seeks in good faith to recover possession of the apartment for the purpose of demolishing the building and constructing a new building; or
- (B) the owner requires the apartment or the land for the owner's own use in connection with a business which the owner owns and operates.

A tenant will be served with a copy of the owner's application and has a right to object. If the owner's application is granted, the owner may bring an eviction action in Civil Court.

11. EVICTION WHILE THE LEASE IS IN EFFECT

The owner may bring an action in Civil Court to evict a tenant during the term of the lease for the grounds stated in the Rent Stabilization Law and Rent Stabilization Code.

Below are listed some but not all grounds for eviction:

- (A) does not pay rent;
- (B) is violating a substantial obligation of the tenancy;
- (C) is committing or permitting a nuisance;
- (D) is illegally using or occupying the apartment;
- (E) has unreasonably refused the owner access to the apartment for the purpose of making necessary repairs or improvements required by law or authorized by DHCR, or for the purpose of inspection or showing. The tenant must be given at least 5 days' notice of any such inspection or showing, to be arranged at the mutual convenience of the tenant and owner, so to enable the tenant to be present at the inspection or showing. A tenant cannot be required to permit access for inspection or showing if such requirement would be contrary to the lease.

Tenants are cautioned that causing violations of health, safety, or sanitation standards of housing maintenance laws, or permitting such violations by a member of the family or of the household or by a guest, may be the basis for a court action by the owner.

12. COOPERATIVE AND CONDOMINIUM CONVERSION

Tenants who do not purchase their apartments under a Non-Eviction Conversion Plan continue to be protected by Rent Stabilization. Conversions are regulated by the New York State Attorney General. Any cooperative or condominium conversion plan accepted for filing by the New York State Attorney General's Office will include specific information about tenant rights and protections. An informational booklet about the general subject of conversion is available from the New York State Attorney General's Office.

13. SENIOR CITIZENS AND DISABILITY RENT INCREASE EXEMPTION PROGRAM

Tenants or their spouses who are 62 years of age, or older, or are persons with a disability, and whose household income level does not exceed the established income level may qualify for an exemption from guideline adjustments, hardship rent increases, major capital improvement rent increases and rent reductions for DHCR approved electrical sub-metering conversions. This exemption will only be for a portion of the increase which causes the tenant's rent to exceed one-third of the "net" household income, and is not available for increases based on new services or equipment within the apartment. Questions concerning the Senior Citizen Rent Increase Exemption (SCRIE) program and the Disability Rent Increase Exemption (DRIE)

program can be addressed to the New York City Department of Finance.

When a senior citizen or person with a disability is granted a rent increase exemption, the owner may obtain a real estate tax credit from New York City equal to the amount of the tenant's exemption. Notwithstanding any of the above, a senior citizen or person with a disability who receives a rent increase exemption is still required to pay a full month's rent as a security deposit. For additional information see DHCR Fact Sheet #20 and #21.

14. SPECIAL CASES AND EXCEPTIONS

Some special rules relating to stabilized rents and required services may apply to newly constructed buildings subject to regulatory agreement and/or which receive tax abatement or exemption, and to buildings rehabilitated under certain New York City, New York State, federal financing, mortgage insurance programs, or project based vouchers. The supervising government agency that sets initial legal rents may also set preferential rents. Regulatory agreements issued and approved by a state or municipal agency or other designated party may provide for actual rents that are higher than legal rents and preferential rents, as long as a government program provides rental assistance for the apartment. The tenant share is governed by the agency providing rental assistance and the regulatory agreement. The actual rent must also be separately registered. When the rental assistance ends, either during a tenancy or upon vacancy, the lesser of the lower legal rent or preferential rent plus any lawful adjustments or a lower rent established by the regulatory agreement must be charged. This requirement is stated in plain language in DHCR Notice RA-LR3, which must be attached to all leases when higher actual rents are being charged. The rules mentioned in this Rider do not necessarily apply to rent stabilized apartments located in hotels or permanent housing accommodations with government contracted services to vulnerable individuals or individuals with disabilities who are or were homeless or at risk of homelessness. A separate Hotel Rights Notice informing permanent hotel tenants and owners of their basic rights and responsibilities under the Rent Stabilization Law is available from DHCR.

15. AIR CONDITIONER SURCHARGES

Owners are authorized to collect surcharges from rent stabilized tenants for the use of air conditioners. DHCR issues an annual update to an Operational Bulletin in which the lawful surcharges are established for the year. A surcharge amount is established for tenants in buildings where electricity is included in the rent. These surcharges shall not become part of the legal regulated rent. Surcharges for tenants in buildings where the tenant pays for the electric utility service are prohibited. (See Operational Bulletin 84-4 and Fact Sheet #27).

16. SURCHARGES FOR TENANT INSTALLED WASHING MACHINES, DRYERS AND DISHWASHERS

Unless a lease provides otherwise, owners are not required to allow tenants to install washing machines, dryers or dishwashers. Where a tenant requests permission from the owner to install such appliance or appliances, whether permanently installed or portable, and the owner consents, the owner may collect a surcharge or surcharges. DHCR issues periodic updates to an Operational Bulletin that sets forth surcharges for washing machines, dryers and dishwashers. One set of surcharges is established for tenants in buildings where electricity is included in the rent. Another set of surcharges is established for tenants who pay their own electricity. Such surcharges shall not become part of the rent. (See Operational Bulletin 2005-1).

17. PREFERENTIAL RENT

A preferential rent is a rent which an owner agrees to charge that is lower than the legal regulated rent that the owner could lawfully collect. The legal regulated rent is required to be written into the vacancy lease and all subsequent renewal leases in order to be preserved. The HSTPA effective June 14, 2019 while continuing to allow for both preferential and legal rents to be raised at the time of a lease renewal additionally requires that any preferential rent already being collected must continue to be offered at the time of a lease renewal. The rent increase to be collected at a lease renewal on the preferential rent must be set by applying the applicable guideline adjustment to the preferential rent. The legal rent cannot be collected until a vacancy occurs and can be offered to the next new vacancy lease tenant, provided that both the legal rent and the preferential rent are listed in the initial lease offering the preferential rent and every subsequent lease offering the preferential rent until the vacancy. Exceptions to these requirements may apply to preferential rents established by regulatory agreements.

18. LANGUAGE ACCESS:

Copies of the Rider are available for informational purposes only, in languages required by DHCR's Language Access Plan and can be viewed at www.hcr.ny.gov. However, the Rider is required to be offered and executed in English only, at the issuance of a vacancy lease or renewal lease. The DHCR RTP-8 Renewal Lease Form is also required to be offered and executed in English only.

Copias de la Cláusula están disponibles con fines informativos en los idiomas requeridos por el Plan de Acceso Lingüístico de la DHCR y se pueden ver en www.hcr.ny.gov. Sin embargo, se requiere que la Cláusula se ofrezca y ejecute en inglés solamente, en la emisión de un contrato de arrendamiento por desocupación o contrato de renovación de arrendamiento. El Formulario del Contrato de Renovación de Arrendamiento RTP-8 de la DHCR también se debe ofrecer y ejecutar en inglés solamente.

Kopi Dokiman Siplemantè a disponib pou bay enfòmasyon sèlman, nan lang ki obligatwa dapre Plan Aksè nan Lang DHCR epi ou kapab wè yo sou sitwèb www.hcr.ny.gov. Men, yo fèt pou bay ak egzekite Dokiman Siplemantè a nan lang Anglè sèlman, lè y ap bay yon nouvo kontra lwaye oswa yon renouvèlman kontra lwaye. Pwopriyete kayla gen obligasyon tou pou bay ak egzekite Fòm Renouvèlman Kontra Lwaye DHCR RTP-8 nan lang Anglè sèlman.

Copie della postilla sono disponibili per finalità esclusivamente informative nelle lingue previste dal Piano di assistenza linguistica (Language Access Plan) del DHCR e sono consultabili sul sito www.hcr.ny.gov. La postilla, tuttavia, va presentata e resa esecutiva solo in lingua inglese, alla stipula di un contratto di locazione di immobile libero o di rinnovo. Anche il modulo del contratto di rinnovo RTP-8 del DHCR va presentato e perfezionato solo in lingua inglese.

Копии данного Приложения доступны исключительно в информационных целях на языках, предусмотренных Программой языкового доступа (Language Access Plan) Жилищно-коммунальной администрации на сайте www.hcr.ny.gov. Однако настоящее Приложение должно быть предложено и подписано исключительно на английском языке при подписании вновь заключенного договора аренды или договора о продлении срока аренды. Форма продления срока аренды RTP-8 Жилищно-коммунальной администрации также должна быть предложена и подписана исключительно на английском языке.

附加條款副本僅供參考，其語言格式以 DHCR 「語言服務計畫」之規定為準，且可於 www.hcr.ny.gov 查看。不過，於交付空房租約或續期租約時，本附加條款之版本與履行效力仍以英文版為主。房東亦須提供英文版的「DHCR RTP-8 續期租約表」，且履行效力同樣以英文版為主。

본 특약서의 사본은 DHCR의 언어 액세스 계획 (Language Access Plan) 에서 요구하는 언어로 정보 제공의 목적으로만 제공되며, www.hcr.ny.gov 에서 볼 수 있습니다. 하지만 본 특약서는 공실 임대 계약서 또는 갱신 임대 계약서 발행 시에는 영어로만 제공 및 작성해야 합니다. DHCR RTP-8 갱신 임대 계약서 (Renewal Lease Form) 도 영어로만 제공 및 작성해야 합니다.

ক্রেডপত্রের কপি শুধুমাত্র তথ্যমূলক উদ্দেশ্যের জন্য, DHCR-এর ভাষা প্রবেশাধিকার পরিকল্পনায় প্রজনীয় ভাষাগুলোতে উপলব্ধ এবং www.hcr.ny.gov-এ দেখতে পাওয়া যেতে পারে। তবে, ক্রেডপত্রটি একটি খালি জায়গা বা পুনর্নবীকরণ লিজ জারি করায়, শুধুমাত্র ইংরেজিতে প্রস্তাবিত ও সম্পন্ন করা প্রয়োজন। DHCR RTP-8 পুনর্নবীকরণ লিজ ফর্মও শুধুমাত্র ইংরেজিতে প্রস্তাবিত ও সম্পন্ন করা প্রয়োজন।

קאפיעס פונעם ריידער זענען אוועלעבל בלויז פאר אינפארמאציע צוועקן. אין שפראכן פארלאנגט דורך DHCR שפראך צוטריט פלאן און קענען געזען ווערן אויף www.hcr.ny.gov. אבער, דער ריידער איז פארלאנגט צו ווערן צוגעשטעלט און אויסגעפירט נאר אין ענגליש. ביים ארויסגעבן א וועיקענס ליזעס אדער באנייאונג ליזעס. דער DHCR RTP-8 באנייאונג ליזעס בויגן איז אויך פארלאנגט צו ווערן צוגעשטעלט און אויסגעפירט נאר אין ענגליש.

Kopie Aneksu są dostępne wyłącznie w celach informacyjnych, w językach wymaganych przez Plan Dostępu Językowego DHCR (DHCR's Language Access Plan) i można się z nimi zapoznać na stronie www.hcr.ny.gov. Wymaga się jednak, aby Aneks był oferowany i zawierany wyłącznie w języku angielskim, przy zawieraniu umowy najmu na czas nieokreślony lub przedłużaniu umowy najmu. Wymaga się, aby Formularz przedłużenia umowy najmu DHCR RTP-8 był również oferowany i zawierany wyłącznie w języku angielskim.

تتوفر نسخ من الملحق لأغراض تقديم المعلومات فقط، باللغات التي تتطلبها خطة الإتاحة اللغوية لشعبة الإسكان وتجديد المجتمع (DHCR) ومن الممكن عرضها من خلال الموقع www.hcr.ny.gov. ومع ذلك، يجب عرض الملحق واستكمالها باللغة الإنجليزية فقط، عند إصدار عقد تأجير الشقة الشاغرة أو عقد تجديد الإيجار. يطلب أيضًا تقديم واستكمال نموذج عقد تجديد الإيجار RTP-8 لشعبة الإسكان وتجديد المجتمع (DHCR) باللغة الإنجليزية فقط.

Des copies de l'avenant sont disponibles à titre d'information uniquement, dans les langues requises par le Plan d'accès aux langues de la DHCR et peuvent être consultées sur www.hcr.ny.gov. Toutefois, l'avenant doit être proposé et signé en anglais uniquement, lors de la délivrance d'un bail vacant ou de renouvellement. Le formulaire de renouvellement de bail DHCR RTP-8 doit également être offert et signé en anglais uniquement.

سوار کی کاپیاں DHCR کے لینگویج ایکسس پلان کے مطابق درکار زبانوں میں معلوماتی مقاصد کے لیے دستیاب ہیں اور www.hcr.ny.gov پر دیکھی جا سکتی ہیں۔ تاہم، رائیڈز کو صرف انگریزی میں، خالی لیز یا تجدید لیز کے اجراء پر پیش کش اور عمل درآمد کی ضرورت ہوتی ہے۔ DHCR RTP-8 تجدید لیز فارم کو بھی صرف انگریزی میں پیش کرنے اور انجام دینے کی ضرورت ہے۔

19. FEES

There are certain fees that owners may charge tenants separate and apart from the rent for the apartment. However, fees of any kind do not become part of the legal rent or preferential rent and cannot be added to it for the purpose of calculating lease renewal increases.

Lawful fees:

Late fees where a clause in the initial vacancy lease allows for them to be charged by a certain specific date and the late fees are no more than the lesser of \$50 or 5% of the monthly rent currently being charged and collected. Preferential rents, which may also be referred to as “on-time rent,” that are conditioned on prompt payment of rent or terminate upon late payment of rent are not allowed.

Legal fees can only be collected if ordered by a judge in court.

Reasonable fees for a background check when applying to be a tenant which cannot exceed \$20 per tenant subject to the background check.

Fees for window guards (\$10 per guard) are detailed in DHCR Fact Sheet #25.

Fees for smoke alarms, carbon monoxide detectors and natural gas detectors are established by the local municipality.

Actual fees/charges incurred for insufficient funds for a tenant’s rent check that did not clear (bounced checks), if this was provided for in the initial lease.

Fees imposed by the NYC agency (Ex-HPD, HDC) that has oversight authority pursuant to a regulatory agreement.

Fees for Air Conditioners and Tenant-installed Washing Machines, Dryers and Dishwashers are detailed in DHCR’s Operational Bulletin 84-4, Fact Sheet #27, and DHCR Operational Bulletin 2005-1.

Fees for Sub-Metering or other utility services. Fees for Sub-Metering are detailed in DHCR Operational Bulletin 2014-1.

Unlawful Fees:

Fees for background checks on rent stabilized tenants in occupancy.

Fees cannot be charged to the tenant for a background check on a prospective roommate or additional family member.

Pet security deposit or fees proposed for a service animal or that are in violation of fair housing law.

Effective November 21, 2022, fees (surcharges) for tenant-installed air conditioning units if the tenant pays for the electric utility service.

Fees for owner installed air conditioner brackets are prohibited.

Fees including but not limited to damage fees, repair fees of any kind including those incurred for removal of municipal violations, painting fees, cleaning fees and other fees not established by or in excess of the amount allowed by the rent regulations or other municipal regulations are prohibited. Please note that the inappropriateness of imposing these fees through the lease may not necessarily prevent an owner from independently seeking other relief in court for objectionable conduct or damages.

The \$20 fee that must be paid by owners to the municipality for each stabilized apartment can not be passed along as a fee to the tenant.

Tenants who have been billed for fees and/or surcharges that they may believe are unlawful or untimely, have the right to file a complaint of rent overcharge on DHCR form RA-89 and/or pursue remedies in court.

Appendix

Some agencies which can provide assistance

New York State Division of Housing and Community Renewal (DHCR)

DHCR is a state agency empowered to administer and enforce the Rent Laws. Tenants can contact DHCR at our website: www.hcr.ny.gov or by visiting one of our Public Information Offices listed below for assistance.

Queens

92-31 Union Hall Street
Jamaica, NY 11433

Lower Manhattan

25 Beaver Street
New York, NY 10004

Upper Manhattan

163 West 125th Street
New York, NY 10027

Bronx

One Fordham Plaza
Bronx, NY 10458

Brooklyn

55 Hanson Place
Brooklyn, NY 11217

Westchester

75 South Broadway
White Plains, NY 10601

Attorney General of the State of New York - www.ag.ny.gov

120 Broadway, New York, NY 10271

Consumer Frauds and Protection Bureau

- investigates and enjoins illegal or fraudulent business practices, including the overcharging of rent and mishandling of rent security deposits by owners.

Real Estate Financing Bureau

- administers and enforces the laws governing cooperative and condominium conversions. Investigates complaints from tenants in buildings undergoing cooperative or condominium conversion concerning allegations of improper disclosure, harassment, and misleading information.

Various New York City Agencies such as Housing Preservation and Development, Finance and Buildings can be contacted at 311.

DHCR has approved this form and font size as in compliance with RSC section 2522.5(c).

FLOOD HISTORY AND RISK LEASE RIDER/NOTICE TO RESIDENTIAL TENANTS

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

The owner of **626 1st Ave, New York, NY 10016** Apt #**W.08C** ("Leased Premises") hereby provides such notice by checking one of the following options:

- ☐ Any or all of the Leased Premises is located wholly or partially in a Federal Emergency Management Agency ("FEMA") designated floodplain.
- ☐ Any or all of the Leased Premises is located wholly or partially in the Special Flood Hazard Area ("SFHA"; "100-year floodplain") according to FEMA's current Flood Insurance Rate Maps for the leased premises' area.
- ☒ Any or all of the Leased Premises is located wholly or partially in a Moderate Risk Flood Hazard Area ("500-year floodplain") according to FEMA's current Flood Insurance Rate Maps for the leased premises' area.
- ☐ The leased premises has experienced any flood damage due to a natural flood event, such as heavy rainfall, coastal storm surge, tidal inundation, or river overflow, which is detailed as follows (attach addendum if more space is needed):

- ☐ None of the above conditions apply to any portion of the Leased Premises.

NOTICE TO TENANT: Flood insurance is available to renters through the Federal Emergency Management Agency's (FEMA's) National Flood Insurance Program (NFIP) to cover your personal property and contents in the event of a flood. A standard renter's insurance policy does not typically cover flood damage. You are encouraged to examine your policy to determine whether you are covered.

American Copper Building LLC



Signed by John W. Kempczinski

Sun Sep 8 2024 03:23:04 AM EDT

Key: DC17B0CB; IP Address: 73.114.170.103

John W. Kempczinski (*Tenant*)

Date

(*duly authorized agent*)

Date

(6/2023)

Initials:



PROCEDURE FOR TENANTS REGARDING SUSPECTED GAS LEAKS

The law requires the owner of the premises to advise tenants that when they suspect that a gas leak has occurred, they should take the following actions:

1. Quickly open nearby doors and windows and then leave the building immediately; do not attempt to locate the leak. Do not turn on or off any electrical appliances, do not smoke or light matches or lighters, and do not use a house-phone or cell-phone within the building;
2. After leaving the building, from a safe distance away from the building, call 911 immediately to report the suspected gas leak;
3. After calling 911, call the gas service provider for this building as follows:

Provider: Con Edison, **Number:** 1-800-752-6633

American Copper Building LLC



Signed by John W. Kempczinski

Sun Sep 8 2024 03:23:13 AM EDT

Key: DC17B0CB; IP Address: 73.114.170.103

John W. Kempczinski (*Tenant*)

Date

(*duly authorized agent*)

Date

PROCEDIMIENTO PARA LOS INQUILINOS CUANDO HAY SOSPECHA DE FUGA DE GAS

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

1. Abra rápidamente las puertas y ventanas cercanas y salga del edificio inmediatamente; No intente localizar el escape de gas. No encienda o apague ningún electrodoméstico, no fume ni encienda fósforos ni encendedores, y no utilice un teléfono de la casa o un teléfono celular dentro del edificio;
2. Después de salir del edificio, a una distancia segura del edificio, llame al 911 inmediatamente para reportar sus sospechas;
3. Después de llamar al 911, llame al proveedor de servicio de gas para este edificio, de la siguiente manera:

Proveedor: Con Edison, **Telefono:** 1-800-752-6633

Initials:



ADDITIONAL CLAUSES ATTACHED TO AND FORMING PART OF THAT CERTAIN LEASE DATED SEPTEMBER 5, 2024 BETWEEN AMERICAN COPPER BUILDING LLC , (Owner) AND JOHN W. KEMPCZINSKI, TENANT(S) OF APARTMENT W.08C IN THE PREMISES LOCATED AT 626 FIRST AVENUE, NEW YORK, NY 10016. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THIS RIDER AND THE LEASE TO WHICH IT IS ANNEXED, THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

GUARANTY OF RESIDENT OBLIGATIONS

GUARANTY:

- Strict Performance of Lease** The undersigned Guarantor(s) guarantee(s) to Owner the strict performance of and observance by tenant of all the agreements, provisions and rules in the attached lease. Guarantor(s) agree(s) to waive all notices when Tenant is not paying rent or not observing and complying with all of the provisions of the attached Lease. Guarantor(s) agree(s) to be equally liable with Tenant so the Owner may sue Guarantor(s) directly without first suing Tenant. The Guarantor(s) further agree(s) that his/her guaranty shall remain in full effect even if the Lease is renewed, changed or extended in any way and even if owner has to make a claim against the Guarantor(s). Owner and Guarantor(s) agree to waive trial by jury in any action, proceeding or counterclaim brought against the other on any matters concerning the attached Lease or the Guaranty.
- Binding upon Guarantor(s), representatives, assigns & successors** This Guaranty is binding upon the guarantor(s), his legal representative and assigns, and is binding upon and shall inure to the benefit of the Landlord, its successors and assigns. No assignment or delegation by the Guarantor shall release the Guarantor(s) of his/their obligations under this Guaranty. The term "Tenant" used in this Guaranty includes also the first and any successive assignee or sublessee of the tenant.
- Action subject to State of New York's jurisdiction** The undersigned Guarantor(s) further agrees that any action upon or arising out of this Guaranty may be brought in the Court(s) of the State of New York and that the Guarantor(s) will submit to the State of New York's jurisdiction. Guarantor agrees to be subject to New York County venue for the purpose of any action brought under this Guaranty.
- Service of process** The Guarantor also agrees that service of process in any action upon or arising out of this Guaranty may be made by first class mail, postage pre-paid, pursuant to the New York Civil Practice Law and Rules Section 312-a.

 Signed by Christopher J. Kempczinski
Sat Sep 7 2024 01:11:25 AM EDT
Key: 020B32A8; IP Address: 73.114.170.103

Christopher J. Kempczinski (Guarantor) _____ Date _____ (duly authorized agent) _____ Date _____

Additional Guarantor Information			
Home Address: 360 Beacon Street, Boston, MA 02116 - US	Business Name and Address:		
Home and Business Telephone: (312) 720 - 0598	Cell Phone:	Email Address: jkempczinski@gmail.com	Date of Birth: 9/26/1968



THE COPPER

House Rules

Welcome to The Copper!

Please refer to the below list of services and general building house rules.

Important Contact Information

Below please find some important phone numbers and email addresses that may be helpful to you.

Front Desk	646-741-0543
Management Office	646-655-0986 management@thecopper.com
Resident Manager	Sokol Mana 646-655-0864 sokol@thecopper.com
General Manager	Ana Cuellar 646-655-0863 ana@thecopper.com
Property Manager	Jeannette Hiciano 646-655-0871 jeannette@thecopper.com
Associate Property Manager	Arielle Rivera 646-655-0986 management@thecopper.com
<u>The LIV Method</u>	646-930-4648 copperbuildings@thelivemethod.com
Go Residential	Main Number: (646) 863-8391 24/7 Customer Care Line: 212-634-8911

Building Link

Residents¹ of The Copper may download the resident app, **The Copper** App, which is available for use with an iPhone and Android and can be found in the respective app stores. Building Link is an application that enables the residents to access everyday necessities through their iPhone or Android. Some of the functions provided by the app include:

- Move-in scheduling and coordination
- Communication with **The LIV Method**
- Package tracking
- Neighborhood and transit guides
- Monthly newsletter
- Controlling Nest thermostats
- Rent payment
- Repair requests
- Communication with Building Management

The LIV Method

The LIV Method provides amenity management, concierge services, event curation, wellness treatments, best in class personal training and gym management at The Copper.

To inquire about specific services, please email copperbuildings@thelivemethod.com or contact us directly at 646-930-4648. You can also submit a request through **the Copper** app.

¹Any reference to the term "resident" or "residents" shall mean the lawful occupant(s) of each respective Apartment, as set forth in the terms of the Lease.

Move-In/Move-Out Procedure

All moves must be scheduled through Building Management at least three (3) business days in advance of your requested move date (with consideration to normal business hours). Scheduling requests can be placed through the MoveIn tab of **the Copper** app or by contacting the Management Office at management@thecopper.com. After requesting a date and time through the resident app, Building Management will reach out to confirm and coordinate logistics.

Residents are required to use an insured moving company that is approved by Building Management for all moves. All moving companies should be booked through Building Management to ensure compliance with building policy.

In case any damage to the building is sustained in the course of your move, any costs associated with repairs will be added to your ledger.

During initial lease up, move-ins are permitted 7 days a week, and will be scheduled in two (2) hour increments. The available time slots will be as follows and will be on a first come, first served basis:

Monday– Friday:
8:00AM-10:00AM
10:00AM-12:00PM
12:00PM-2:00PM
2:00PM-4:00PM

Saturday– Sunday: 8:00AM-10:00AM
10:00AM-12:00PM
12:00PM-2:00PM 2:00PM-4:00PM
4:00PM-6:00PM

All items must be moved into the apartment prior to unpacking. The above hours are subject to change.

Furniture and Oversized Items: All deliveries of furniture and other oversized items must be coordinated at least three (3) business days in advance directly with Building Management. Deliveries are permitted between 8:00am – 4:00pm Monday-Friday, and 8:00am – 6:00pm Saturday-Sunday*, and will require a Certificate of Insurance.

Residents must be home to receive delivery.

*The above days/hours are pending availability and are subject to change.

*Any unauthorized or after-hours moves will result in a **\$200.00** per hour penalty fee. This fee will be assessed without exception.*

Rent Payments and Arrears Policy

Courtesy rent invoices will be sent out on or around the 25th day of the preceding month and monies are due by the 1st of each month. If you do not receive a monthly rent bill, Building Management can provide one to you, however, all rent payments must be delivered by the 1st.

Payment Options: Residents must pay monthly rent statements by one of the following means:

- Mailing a check. Always be sure to include your name and account number (to be provided on your first rent bill) on any physical payments. All checks must be remitted by the Lessee and mailed to:

Attn: Management Office
The Copper

626 First Avenue
New York, NY 10016

- Sign up for auto-pay via ClickPay, a secure auto pay system that allows you to make recurring payments for free by electronic check (ACH) from your checking or savings account. With any auto pay service, you will continue to receive a monthly statement for your records. To register for ClickPay, please visit www.ClickPay.com/FirstService
- Check to the Front Desk. Please make sure your check is payable to American Copper Building LLC and note your account number and apartment number.

For payments not received by the 6th of the month, the following schedule will be applied:

Late Charge: In the event any resident fails to make a rent payment such resident shall be obligated to pay the lesser of **\$50.00** in late fees each month that the resident carries a balance. The resident will also be responsible for all costs and

expenses paid or incurred by the Owner in connection with the application of such late fees or the enforcement thereof, including, without limitation, attorneys' fees, disbursements and court cases.

All monies due, including rent, ancillary charges, electric, late and legal fees must be paid in full and on time. No fees will be waived for any reason.

Access to Building and Apartment Units/Key Fob Policy

Every resident is provided with one key fob and one mailbox key upon commencement of their initial Lease. In the event a resident loses his/her key fob for the unit, there is a \$75.00 fee per replacement or per additional key fob requested. In the event a resident loses his/her mailbox key, there is a \$10.00 fee per replacement.

Building Management will have the ability to create a key fob in order to permit entry to the apartment by the building staff, in the event of an emergency or if the resident loses his/her key fob. The Owner shall not be responsible or liable for any loss, theft, injury or damage arising from resident's key fobs being given or entrusted to any other person for any reason.

Resident Manager may enter an apartment without the consent of residents in the event Resident Manager believes there is a valid reason for such entry, including, without limitation, in an emergency or under similar exigent circumstances.

Lock-Out Policy

In the event a resident is locked out of the unit and requires staff assistance to regain entry to the unit, a **\$25.00** fee will be assessed per incident.

As a courtesy, the first lock-out will not incur a charge.

Building Security and Visitor/Delivery Policy

The security of all residents is of the utmost importance. All guests and visitors must be announced by phone from the Front Desk, unless advance instructions or authorization concerning such guest(s) has been given to the Front Desk or Building Management, in writing. The Front Desk must announce anyone who does not have direct access to an apartment with a key fob supplied by the resident.

All visitors and deliveries will be announced by the Front Desk via phone call.

Access to an apartment by babysitters, housekeepers, dog walkers, contractors, guests or family members, etc., must be authorized by the resident of the unit by giving Building Management notice, in writing. Each resident is responsible for maintaining a current listing of all individuals who are authorized to access his/her unit. If a resident is out of town or is unable to pre-arrange such authorization, that resident should contact Building Management and provide the necessary information to authorize access. Absolutely no one will be admitted into an apartment in the building without prior authorization. Authorization given by phone will not be accepted.

If permission to enter is granted in the resident's absence, a government issued photo ID must be given to the Front Desk in order to obtain the apartment key fob. Such ID will be maintained until the key is returned. Should a key not be returned within 24 hours, the resident will be responsible for the replacement cost of the key fob.

House Guest Policy

In the interest of maintaining building security, residents with house guests who will be staying in the apartment while the resident is not present (even if resident will be absent for only part of the time that the house guest is in the apartment), and/or will be staying in the apartment for five or more nights while the resident is present must provide the following at least 24 hours prior to the guest's arrival:

- The completed copy of a Permission to Enter Form (available at Front Desk).
- Each guest's date of arrival and departure.

No guest shall be permitted to remain in the unit for a period in excess of thirty days.

Short-term sublets or rentals (Airbnb, Home Away, etc.) of any kind are strictly prohibited.

Deliveries

Deliveries, including dry cleaning, florist and other packages will be accepted by the Front Desk, and will be held for pick-up in the package room.

The Front Desk will make every effort to notify residents promptly when deliveries are received via notification from the Building Link app. Additionally, each resident is expected to keep track of when packages are expected to be delivered, especially perishable items. The building does not have facilities to store perishable items. If residents cannot pick up their items in a timely fashion, arrangements should be made for someone else to pick up deliveries promptly upon delivery. Resident(s) should submit the request in writing through the Front Desk or via the Building Link app.

Oversized items/deliveries cannot be held at the Front Desk due to space constraints. If expecting delivery of an oversized item or furniture, please notify Building Management at least 3 (three) business days in advance to schedule delivery to the unit. A resident and/or permitted guest must be present for the delivery.

The Front Desk will not accept deliveries for items delivered prior to your Lease start date. Please do not have items delivered or shipped to the building before your residency officially begins.

The building assumes no responsibility or liability for deliveries, or for items left with the Front Desk.

We ask that all packages be picked up the same day they are delivered. Building Management reserves the right to return to sender any packages that are not picked up within 30 days of delivery.

Repairs

All requests for work orders should be made through **the Copper** app or by contacting Building Management. When entering a work order please be sure to specify whether or not permission to enter is being granted. If permission is not granted, you will be contacted by a staff member to arrange a time for the service. Please be aware, however, that this may increase the response time to your request.

Please note, charges may be incurred depending on the request. Please review your Lease for insight into what types of repairs incur additional cost.

Refuse Disposal and Recycling

On each floor, there will be access to a refuse chute. The refuse chute will lead directly to an automatic compacting facility in the refuse storage/disposal room located in the basement.

The refuse chute is a tri-sorter and waste compactor. At each refuse chute, located on each floor, residents must select either recycling (plastics, cans, aluminum only), paper or trash. Once a selection has been made, residents should discard accordingly. Cardboard and glass cannot be disposed of in the refuse chute. Recycling bins will be provided in each compactor room on each floor for purposes of discarding glass, and cardboard should be neatly stacked and tied inside the compactor room.

All raw garbage must be disposed of in tightly sealed plastic garbage bags before being placed down the refuse chute, including, but not limited to, kitty litter. All garbage must be placed and carried in "drip proof" plastic bags to avoid damage to the hallway carpet. Wet garbage should never be left on the floor, in the hallway, or on the recycle bins provided in each compactor room. Do not force anything into the refuse chute that will not go down easily. This is to prevent clogging of the chute, which could create a serious and dangerous situation.

Residents should contact the Front Desk about arranging for the disposal and/or pick-up of any oversized or large items/boxes.

At no time shall garbage of any kind be left in the hallways or stairwells.

The following items should not be deposited in the refuse chutes under any circumstances:

- Pressurized aerosol cans
- Glass bottles or any recyclable glass material/mirrors
- Liquids
- Cardboard
- Electric bulbs, potted plants, paint cans, lumber, vacuum cleaning bags, sawdust, cleaning rags, wire hangers, telephone books, rechargeable batteries
- Camphor balls or any combustible materials
- Electronics
- Un-bagged garbage

Never place any material or object in the refuse chute that may cause a fire.

The Copper recycles trash according to the guidelines established by the City of New York and all residents must comply with such guidelines. Please note failure to adhere to proper refuse disposal will result in fines, as improper garbage disposal is a direct violation of the lease at The Copper.

Electronics such as televisions, computers, printers, tablets, iPods, and cell phones must be recycled. Please place the electronic item(s) you wish to dispose of neatly in the compactor room on your floor or contact the Front Desk for appropriate disposal if it is a large item. These instructions may change after initial occupancy.

Furniture/Oversized Item Disposal

Disposal of large pieces of furniture or oversized items (generally, any item that requires more than one person to move or transport it – to be determined at Resident Manager's discretion) can be coordinated via Building Management.

If assistance from building staff is requested, a charge of \$40 per item will be charged. Alternatively, the resident can schedule an appropriate date/time to dispose of the item(s) him/herself based on expected Department of Sanitation pick-up days/hours and in conformance with applicable regulations. Per NYC, all mattresses or box springs must be sealed in a plastic bag before putting it outside for collection. Please inquire with the Front Desk or Building Management should you wish to purchase a mattress bag in-house for \$10 per bag.

Any large item disposal not being performed by staff will require: (1) prior scheduling with Building Management, and (2) a Certificate of Insurance.

Telephone, Television and Internet Service

There are three (3) providers offering telephone, television and internet service in the building, Spectrum, Verizon FiOS, Honest Network. Please contact your preferred provider to schedule installation of services.

Respect for the Right to Peaceful Enjoyment

Everyone who lives in or visits The Copper is reminded to be courteous and sensitive to the right of all residents to the peaceful enjoyment of their homes. Televisions, radios and stereos may be played only at low volume between the hours of 10:00PM and 9:00AM so as not to disturb other residents, and at reasonable noise levels at all other times. No installations involving noise shall be conducted in any apartment except on weekdays (not including legal holidays) and only between the hours of 9:00AM and 5:00PM. Owner may conduct construction or repair work at any times necessary.

Emergency Procedures (Fire, Medical, Water)

Fire Emergency Procedures

All residents of the building are entrusted with the responsibility for fire safety. In addition to the Fire Safety Plan you received in your Lease, the following guidelines should be followed:

- If you see a fire or smell smoke, notify the Front Desk immediately and/or, depending on the extent of the fire, call 911.
- In case of a fire, immediately vacate the unit and close the door behind you.
- In case of smoke, most often from cooking, open the windows in the apartment rather than the front door. Opening the door to the hallway will not ventilate the apartment.

Medical Emergency

In the event of a medical emergency, residents are encouraged to call 911 first and then to notify the Front Desk, if able.

Water Damage

In the event of water damage from a broken or clogged pipe or drain, etc., notify the Front Desk immediately. A building staff member will shut off the main water supply and attempt to locate the source of the problem.

Emergency Outlet

Each unit has an emergency outlet that will maintain its power supply in the event of a power outage. Emergency outlets are located in the kitchens of each unit next to the light switch that controls the under- cabinet lighting.

Other Building Items

Nailing and Drilling into Interior Walls

Tenant shall not drill through, hammer into or hang anything on the apartment walls that face the building exterior under any circumstances.

Tenant shall be responsible for all damage caused to the exterior walls, building systems, facade or waterproofing, etc. should tenant disregard this provision.

A maximum of ¾" screws or nails may be used when drilling/ hammering/hanging items into interior walls. Drilling through, hammering into, or hanging anything that requires penetration of greater than ¾" on interior walls, including but not limited to the mounting of televisions, shall not be performed without express written permission of Building Management, and if permission is granted, the work must be performed by a Building Management approved contractor.

Temporary Walls and Partitions

Residents may not, under any circumstances, construct temporary pressurized walls or partitions of any kind.

Decoration and Use of Public Hallways

To maintain a consistent appearance throughout the building, no decorating of public hallways will be permitted. No public hallways can be decorated or furnished by any resident in any manner, including hanging decorations on your apartment door. In order to prevent a fire safety hazard, theft and possible injury to others, residents may not leave doormats, bicycles, baby carriages, strollers, furniture, boots, shoes, umbrellas or other property in the public halls.

Kitchen Islands

Residents are prohibited from moving kitchen islands.

If a resident needs to move a kitchen island, residents must contact Building Management to arrange the kitchen island to be moved within the apartment. A charge of \$40 will be incurred. Residents are responsible for all damage to the kitchen islands.

Smoking

The Copper is a smoke free building. Smoking is not permitted anywhere on the premises, including in apartments. If you become aware of someone smoking in the building, please notify Building Management.

Windows

Nothing can be placed outside your apartment window. This includes, but is not limited to, flags, signs, wiring, lighting, antennas, satellite dishes, etc. Any unauthorized installations will be immediately removed by Building Management. Nothing should ever be thrown out of the window under any circumstances. Residents found to be throwing things out the windows will be in violation of their Lease and will be subject to termination.

Windows must remain closed in the fully locked position during high-wind and/or inclement weather conditions. To fully lock the window, turn the crank to the closed position until the hardware clicks into place. Any cost or damage resulting from residents not adhering to this rule shall be the responsibility of the resident.

Renters Insurance

It is strongly recommended that all residents obtain a renter's insurance policy. Please be advised that should any of your personal property be damaged through fire, flood, theft or other incident, you will not be covered under the Owner's insurance policy. Please contact your insurance broker for additional information.

Building Amenities

Skybridge Lounge

- The Skybridge Lounge is open Monday-Friday, 6:00am - 11:00pm and weekends 8:00am - 8:00pm.
- The Skybridge Lounge is to be used on a first come, first served basis, and cannot be reserved for private events.
- No pets are allowed.
- Residents shall not store any personal belongings anywhere in the Skybridge Lounge and must remove all personal belongings when leaving.
- Residents must not conduct self-moves or have movers transport their belongings through the Skybridge
- Residents must leave the facilities clean after each use.
- Residents shall not leave any type of garbage in the Skybridge Lounge.
- Coasters can be found on tables, and must be used for all hot and cold beverages. Coasters are not to be removed from the Skybridge Lounge.
- Residents must return all pool cues, board games, playing cards, and cable television remote to their original locations.
- The television is for Residents' use only, and is to be used on a first come, first served basis.
- Guests are not permitted unless accompanied by a resident.
- Residents are responsible for any damage caused by themselves and/or their guest(s).
- Children under the age of 14 must be accompanied and supervised by an adult at all times.
- Residents must keep all noise at a reasonable level.

- The space may not be used for any political, fundraising, profit-making, or other commercial purpose or for any function that is open to the public.
- Building Management reserves the right to change the Skybridge Lounge hours and close the facilities for any reason.
- Occupancy above the legal capacity of the Skybridge Lounge (247 persons) is strictly prohibited.
- Gatherings are limited to small groups of 3 or 4 on the Skybridge. The Skybridge Lounge is separate from the Chef's Kitchen & Empire Studio. Private events should not extend to the Skybridge Lounge.
- No decorations or party favors of any kind are permitted in the Skybridge

West Library

- The West Library is open 24/7.
- The West Library is to be used on a first come, first served basis, and cannot be reserved for private events.
- No pets are allowed.
- Residents shall not store any personal belongings anywhere in the West Library and must remove all personal belongings when leaving.
- Residents must leave the facilities clean after each use.
- Residents shall not leave any type of garbage in the West Library.
- Coasters can be found on tables, and must be used for all hot and cold beverages. Coasters are not to be removed from the West Library.
- Guests are not permitted unless accompanied by a resident.
- Residents are responsible for any damage caused by themselves and/or their guest(s).
- The space may not be used for any political, fundraising, profit-making, or other commercial purpose or for any function that is open to the public.
- Building Management reserves the right to change the West Library hours and close the facilities for any reason.

Chef's Kitchen and Empire Studio

- The Chef's Kitchen and Empire Studio can be reserved for private use by contacting **The LIV Method** at 646-930- 4648 or emailing copperbuildings@thelivemethod.com .
- The hours of operation for the spaces are Monday- Sunday, 10am-10pm.
- Reservations have a 3-hour minimum and a 6-hour maximum.
- You will be provided up to an hour prior to the event for set-up and a 30-minute grace period after the event to ensure all belongings are removed and the room is left in adequate condition.
- Pricing is as follows:
- **\$750 for the 3-hour minimum and \$200 for each additional hour (up to 6 hours total)**
- \$500 refundable security deposit
- **\$150.00** non-refundable cleaning fee
- A guest list must be submitted 72 hours prior to the event
- Residents must leave the facilities clean after each use. Failure to do so will result in forfeiture of the \$500 deposit.
- If the event is cancelled with less than 24 hours' notice, the rental fee will be nonrefundable.
- Private rentals are not available on the following days: New Year's Day, Easter, Christmas Day, July 4th, and Thanksgiving. Building Management reserves the right to withhold certain dates and times due to building events and any other holidays not listed above.
- The space may not be used for any political, fundraising, profit-making, or other commercial purpose or for any function that is open to the public.
- Children under the age of 14 must be accompanied and supervised by an adult at all times.
- Guests are not permitted unless accompanied by a resident of the building.

- Residents are responsible for any damage caused by themselves and/or their guest(s). Guests are not permitted to access other amenity spaces or common areas of the building.
- Residents must keep all noise at a reasonable level.
- No pets are allowed.
- Any vendors utilized for catering, decorating, etc. must submit a Certificate of Insurance (COI) at least 48 hours prior to the event.
- Residents shall not store any personal belongings anywhere in the Empire Studio and must remove all personal belongings when leaving.
- Residents shall not leave any type of garbage in the spaces.
- Occupancy above the legal capacity (30 persons) per space is strictly prohibited.

Children's Playroom

- The Children's Playroom is open between 6:00am – 9:00pm.
- Children **MUST** be accompanied by an adult while in the Children's Playroom. Non-adherence to this rule will result in forfeiture of resident's access privileges. Please watch your children carefully to avoid any injury or broken toys.
- Nannies and babysitters are not authorized to sign the release – it must be signed by the parent or legal guardian of the visiting child.
- Each adult may only be responsible for supervising up to four (4) children.
- Use of the Children's Playroom and any equipment, furniture, toys, electric and/or electronic equipment, etc. stored there is at one's own risk.
- No ball-playing, running, throwing objects and/or climbing on furniture or fixtures is permitted in the Children's Playroom.
- If you or your child is sick, do not use the Children's Playroom. If you discover your child was sick and contagious while in the playroom, please notify Building Management immediately.
- The Children's Playroom television is to be used on a first come, first served basis and is equipped with Google Chromecast. All content and programming must be age-appropriate.
- Residents must use the sanitary wipes in the Children's Playroom to clean the area and toys before leaving the Playroom.
- Diapers are not to be changed or disposed of in the Children's Playroom.
- Food and/or drinks are not allowed in the Children's Playroom.
- Pets are not permitted in the Children's Playroom.
- Building Management reserves the right to change the Children's Playroom hours and close the Children's Playroom for any reason.
- Occupancy above the legal capacity of the Children's Playroom (16 persons) is strictly prohibited.

CopperTone

- CopperTone is managed by **The LIV Method**.
- The amenities at CopperTone are located on the 28th and 29th floors and are available on a membership basis only.
- To become a member, please contact **The LIV Method** at 646-930-4648, email copperbuildings@thelivemethod.com , or stop by the reception desk located on the 29th floor in person.
- The hours of operation are as follows
- FITNESS CENTER

Monday-Friday	6:00am – 11:00pm
Saturday-Sunday	8:00am – 8:00pm

- INDOOR POOL

Monday-Friday	6:00am - 10:30am 4:00pm – 11:00pm
---------------	--------------------------------------

Saturday-Sunday

8:00am – 8:00pm

- HAMMAM, STEAM ROOM & COLD PLUNGE

Monday-Friday

6:00am - 10:30am

4:00pm – 11:00pm

Saturday-Sunday

8:00am – 8:00pm

- **The LIV Method** will supply a membership agreement as well as specific rules and restrictions upon sign up.

Concerns or suggestions from residents should be made directly to Building Management or through the Building link app

Thank you!
The Copper Management

American Copper Building LLC



Signed by John W. Kempczinski

Sun Sep 8 2024 03:28:07 AM EDT

Key: DC17B0CB; IP Address: 73.114.170.103

John W. Kempczinski (*Tenant*)

Date

(duly authorized agent)

Date

Initials:



What Every Tenant Should Know About Indoor Allergens (Local Law 55 of 2018)

Allergens are things in the environment that make indoor air quality worse. They can cause asthma attacks or make asthma symptoms worse. Common indoor allergens, or triggers, include cockroaches and mice; mold and mildew; and chemicals with strong smells, like some cleaning products. Environmental and structural conditions, like leaks and cracks in walls often found in poorly maintained housing, lead to higher levels of allergens.

New York City law requires that landlords take steps to keep their tenants' homes free of pests and mold. This includes safely fixing the conditions that cause these problems. Tenants also play a role in preventing indoor allergens.

Tenants should:

- Keep homes clean and dry
- Place food in sealed containers, keep counters and sinks clean, and get rid of clutter such as newspapers and paper bags
- Use garbage cans with tight-fitting lids
- Take garbage and recycling out every day, and tie up garbage bags before putting them in compactor chutes
- Avoid using pesticides and chemicals with strong smells (e.g., cleaning products, air fresheners, etc.)
- Tell landlords right away if there are pests, water leaks, or holes or cracks in the walls and floors
- Let building staff into homes to make any needed repairs
- Call **311** if landlords do not fix the problem or if repair work is being done unsafely

If you are a tenant and you or your child has asthma, and there are pests or mold in your home, your doctor can request a free home environmental inspection for you through the New York City Health Department's Online Registry. Talk to your doctor or call 311 to learn more.

For more information about building owner and landlord responsibilities and safely fixing indoor allergen hazards, see the reverse side of this handout.

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



Español | 繁體中文 | 简体中文 | Русский | 한국어 | Kreyòl ayisyen | العربية



nyc.gov/health



"healthy neighborhoods"



Department of
Health & Mental
Hygiene

Department of
Housing Preservation
& Development

What Landlords Must Do to Keep Homes Free of Pests and Mold

New York City law requires that landlords of buildings with three or more apartments – or buildings of any size where a tenant has asthma – take steps to keep tenant homes free of pests and mold. This includes safely fixing the conditions that cause these problems.

Landlords must:

- **Inspect** every apartment and the building's common areas for cockroach and rodent infestations, mold and the conditions that lead to these hazards, at least once a year and more often if necessary. Landlords must also respond to tenant complaints or requests for an inspection.
- **Use integrated pest management (IPM) practices** to safely control pests and fix building-related issues that lead to pest problems.
 - ✓ Remove pest nests and thoroughly clean pest waste and other debris using a HEPA vacuum. Make sure to limit the spread of dust when cleaning.
 - ✓ Repair and seal any holes, gaps or cracks in walls, ceilings, floors, molding, base boards, around pipes and conduits, and around and within cabinets.
 - ✓ Attach door sweeps to all doors that lead to hallways, basements or outside.
 - ✓ Remove all water sources for pests by repairing drains, faucets and other plumbing materials that collect water or leak.
 - ✓ Use pesticides sparingly. If pesticides must be used to correct a violation, they must be applied by a New York State Department of Environmental Conservation–licensed pest professional.
- **Remove indoor mold** and safely fix the problems that cause mold.
 - ✓ Remove any standing water, and fix leaks or moisture conditions.
 - ✓ Move or cover furniture, and seal off doorways, ventilation ducts and other openings securely with plastic sheeting.
 - ✓ Gently spray the moldy area with soap or detergent and water before cleaning to limit the spread of dust.
 - ✓ Clean the work area with wet mops or HEPA vacuums before work starts, at the end of each day and after all repair work is completed.
 - ✓ Dry the cleaned area completely.
 - ✓ Throw away all cleaning-related waste in heavy-duty plastic bags and seal securely.
 - ✓ To clean 10 or more square feet of mold in a building with 10 or more apartments, landlords **must** hire a New York State Department of Labor–licensed mold assessor and remediator. Per New York City Administrative Code section 24-154 and New York State Labor Law Article 32, assessors and remediators must submit paperwork to the New York City Department of Environmental Protection.
- Make sure vacant apartments are thoroughly **cleaned and free of pests and mold** before a new tenant moves in.
- Provide a copy of this fact sheet and a notice with each tenant's lease that clearly states the landlord's and tenant's responsibilities to keep the building free of indoor allergens.

For more information about building owner and landlord responsibilities and safely fixing indoor allergen hazards, visit nyc.gov/hpd and search for **indoor allergen hazards**.



Español | 繁體中文 | 简体中文 | Русский | 한국어 | Kreyòl ayisyen | العربية



nyc.gov/health



"healthy neighborhoods"



Department of
Health & Mental
Hygiene

Department of
Housing Preservation
& Development

LEASE OFFER NOTICE

Tenant: **John W. Kempczinski**

Building: **626 1st Ave**

Apartment: **W.08C**

In compliance with the Rent Stabilization Code, Tenant acknowledges that Tenant has been offered the option to select a Lease for a term of one year or two years. Tenant hereby requests a Lease term of:

1 year

Moreover, you hereby acknowledge receipt of the following riders and agree that the full text of each such rider is incorporated by reference into the Apartment Lease and made a part thereof:

1. The New York City Lease Rider for Rent Stabilized Tenants, with Appendix; and
2. The 421-a Rider.



Signed by John W. Kempczinski

Sun Sep 8 2024 03:28:37 AM EDT

Key: DC17B0CB; IP Address: 73.114.170.103

John W. Kempczinski (*Tenant*)

Date

Initials:



ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED SEPTEMBER 5, 2024 BETWEEN AMERICAN COPPER BUILDING LLC (LANDLORD) AND JOHN W. KEMPCZINSKI (TENANT) REGARDING APARTMENT W.08C IN THE PREMISES LOCATED AT 626 1ST AVE, NEW YORK, NY 10016. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

OCCUPANCY RIDER

The only people who may reside in the Apartment are:

- 1. named Tenants on the lease ("Tenants");
- 2. any other person who is authorized by all named Tenants to reside in the Apartment is entitled to be so authorized under Section 235-f of the New York Real Property Law ("Occupants"). Occupants shall not have the right to reside in the Apartment if the Tenants die or if the Tenant vacates or abandons the Apartment except as otherwise specifically prescribed by a non-waivable provision of the New York Real Property Law.

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

Name of Occupants	Relationship to Tenant	Age
John W. Kempczinski		23

The inclusion of the above named additional residents in this document shall at no time represent an Owner/Tenant relationship between said resident and Owner. Tenant must notify owner of any change in additional occupancy, which may be allowable under Section 235-f of the New York Real Property Law.

ACKNOWLEDGED, UNDERSTOOD AND AGREED:

American Copper Building LLC

 Signed by John W. Kempczinski
Sun Sep 8 2024 03:28:46 AM EDT
Key: DC17B0CB; IP Address: 73.114.170.103

John W. Kempczinski (Tenant) Date (duly authorized agent) Date

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED SEPTEMBER 5, 2024 BETWEEN AMERICAN COPPER BUILDING LLC (OWNER) AND JOHN W. KEMPCZINSKI (TENANT) REGARDING APARTMENT W.08C (APARTMENT) IN THE PREMISES LOCATED AT 626 1ST AVE, NEW YORK, NY 10016 (BUILDING). IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

PET RIDER

Except as provided in this Rider, no pets are permitted in the Apartment. Owner permits Tenant to harbor only the following pet (hereinafter referred to as the "Pet") in the Apartment and only on the condition that Tenant fully complies with the following rules, terms and conditions:

PET DESCRIPTION

TERMS AND CONDITIONS:

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

If Tenant desires to harbor a Pet in his/her Apartment, Tenant shall first obtain the prior written consent of the Owner. Owner's consent, which Owner may withhold at its sole discretion, shall be signified only by countersigning this Pet Rider and returning a fully executed copy to Tenant. If Tenant wishes to harbor a second Pet in the Apartment, Tenant must obtain the prior written consent of the Owner. Owner shall signify its consent by countersigning a second Pet Rider and returning a fully executed copy to Tenant.

If Owner grants Tenant consent to harbor a Pet, Tenant must immediately register the Pet with the Owner using the attached "Pet Information Form" and a photograph of the Pet must be provided to Owner.

Tenant shall pay Landlord a one-time non-refundable pet registration fee in the amount of \$500.00. This non-refundable fee is for the registration of one pet. If Tenant requests a second pet and Owner grants that request, Owner may charge Tenant a one-time non-refundable pet registration fee for that second pet.

No dogs of the **Rottweiler, Doberman, Pitbull, German Shepherd variety, mixed or pedigreed**, or any dog or cat breed with an aggressive nature as determined by Owner in its sole discretion, shall be kept in the Apartment for any period of time. No caged birds or cats (which cause a nuisance, health hazard or unsanitary condition), shall be permitted, kept or harbored in an Apartment without the express written consent of the Owner's agent. Such consent, if given, shall be revocable by such agent in its sole discretion. No pigeons or other birds or animals shall be fed from the windowsills or other public portions of the Building or on the sidewalk or street adjacent to the Building. No fish tanks are permitted in the Building.

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

Unless carried or on a leash no longer than 6 feet, a dog shall not be permitted on any passenger elevator or in any public portion of the Building. Dogs are not permitted on any landscaping, tree areas, planters, grass or garden plot under any condition. BECAUSE OF THE HEALTH HAZARD AND POSSIBLE DISTURBANCE TO OTHER TENANTS, WHICH MAY ARISE FROM THE UNCONTROLLED PRESENCE OF ANIMALS, ESPECIALLY DOGS, IN THE BUILDING, THE STRICT ADHERENCE TO THE PROVISIONS OF THIS RULE BY EACH TENANT IS A MATERIAL REQUIREMENT OF LEASE. TENANT'S FAILURE TO OBEY THIS RULE SHALL BE CONSIDERED A SERIOUS VIOLATION OF AN IMPORTANT OBLIGATION BY TENANT UNDER THIS LEASE. OWNER MAY ELECT TO END THIS LEASE BASED UPON THIS VIOLATION.

1. Rules
- a)

The Pet must not be a nuisance or cause a disturbance to the Owner, Owner's property, other tenants of the Building or guests or invitees entering the Building. Excessive barking as determined by Owner shall be considered a nuisance or disturbance.
- b)

The Pet must be accompanied by a person at all times outside of the Apartment. Other than a service animal, Pets are

not permitted in the Building's amenities or facilities areas or any other public area of the Building except for the hallways of Tenant's floor, elevators and stairwells. Tenant shall carry the Pet or maintain Pet on a leash of not more than 6 feet, whenever the Pet leaves the Apartment and enters any public/common area of the Building. Tenant shall bring the Pet on a leash or carry the Pet through the lobby of the Building. Owner may require tenant to muzzle Pet in the public areas in and around the Building.

- c) Under no circumstances may Tenant harbor any Pet other than, in lieu of, or in replacement of the Pet specifically described above without owners written consent.
 - d) Under no circumstances may Tenant harbor more than **2 Pets** of any kind in the Apartment at any time. For example, if Tenant has two dogs or one cat and one dog, Tenant may not have any additional animals in the Apartment including any birds or fish.
 - e) No Pet weighing more than **50 pounds**, or for two Pets a cumulative weight of no more than **50 pounds**, shall be permitted on Building property. This **50 pounds** weight limit represents the maximum breed weight of the pet or pets. Tenant represents that the Pet, or two Pets, weigh no more than **50 pounds** at full maturity, is peaceful in nature, will not present a nuisance, threat or danger to other tenants or their Pets, and has no history of being a threat or danger to other people or animals and has never to tenants knowledge caused serious harm to any person.
 - f) The Pet must be housebroken. The Pet must never be allowed to urinate or defecate in landscaped areas, planters, within the Building or on any other Building property.
 - g) Should the Pet reach an age where the Pet cannot control his bodily functions, owner may require tenant to cause the Pets removal from the Building.
 - h) Tenant will not tie or stake Pet outside of the Apartment or leave it unattended in any area inside or outside of the Building.
 - i) Tenant will clean up after Pet. In addition to any other sums which may be assessed hereunder, Tenant must reimburse Landlord, as additional rent, for any and all costs incurred by Owner each time Tenant fails to clean up after Pet. Tenant will not leave pet food outside of the Apartment and will properly dispose of all pet food, litter and/or waste products in a sanitary manner which fully complies with all laws and regulations. Tenant will not flush pet litter and/or pet waste.
 - j) Tenant will not feed wildlife.
 - k) Tenant will not feed or harbor stray animals.
 - l) Tenant will not leave the Pet unattended on any terrace or balcony of the Building.
2. The Pet must be licensed by the New York City Department of Health, have appropriate yearly shots and be examined regularly by its veterinarian. If requested, Tenant shall provide Owner with documents evidencing licensing, shots and veterinary examinations prior to occupancy or at any time thereafter. Tenant shall be required to make updated documents available to Owner upon Owner's request.
3. Tenant represents and agrees that Tenant shall fully comply with the conditions set forth in this Rider. Because of the health hazard and possible disturbance of other tenants, which arise from the unrestricted presence of Pets in the Building, Tenant is required to and agrees to adhere to all of the provisions of these rules.
4. Owner's consent to the harboring of the Pet is limited to the Pet referred to herein only (such that no additional or replacement Pet may be brought into the Apartment pursuant to this Rider), and is predicated upon the specific presentations and compliance with the representations and the agreements herein by Tenant, absent which Owner would not have executed this Rider without owners written consent.
5. Tenant acknowledges, agrees, warrants and represents that a breach by Tenant, or Tenant's guests or invitees, of the terms of this Rider shall constitute a material breach of a substantial obligation of the Lease, and that, upon any such breach, this permission to harbor a Pet is revoked. Tenant shall promptly upon notice remove the Pet being harbored in the Apartment. In the event that Tenant breaches any of the terms contained in this Pet Rider, Owner may commence legal proceedings against Tenant in order to remove the Pet from the Apartment or enforce the provisions of Lease, at the Owner's option in accordance with the Default and Termination paragraphs contained in the Lease.
6. The Owner does not waive any provisions of the Lease or any of its rights or remedies at law or equity by entering into this Rider. This Rider shall be deemed to be incorporated into and is made a part of the Lease.

7. Owner reserves the right to rescind or amend any of these rules and regulations and to institute any such other rules and regulations from time to time as may be deemed necessary for the safety, care, or cleanliness of the Building and for securing the comfort and convenience of all Tenants.

ACKNOWLEDGED, UNDERSTOOD AND AGREED

American Copper Building LLC

 **Signed by John W. Kempczinski**
Sun Sep 8 2024 03:29:06 AM EDT
Key: DC17B0CB; IP Address: 73.114.170.103

John W. Kempczinski (<i>Tenant</i>)	Date	(<i>duly authorized agent</i>)	Date
---------------------------------------	------	----------------------------------	------

PET INFORMATION FORM

Please complete the required information below and attach a copy of the pet's inoculation records, rabies records, or another health record when submitting your Pet Rider or upon request by Management.

Resident Name: **John W. Kempczinski**

Building Address: **626 First Avenue, New York, NY 10016**

Apt Number: **W.08C**

PET DESCRIPTION

By completing and signing this pet application form, I /We certify that all the information provided is accurate.



Signed by John W. Kempczinski

Sun Sep 8 2024 03:29:14 AM EDT

Key: DC17B0CB; IP Address: 73.114.170.103

John W. Kempczinski (*Tenant*)

Date

*If you have yet to obtain a NYC License, we will accept a copy of the confirmation email/page issued by the NYC website upon completion of the online application; this will include a license/tag number.

Initials:



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

Reasonable Accommodations

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

To request a reasonable accommodation, you should contact your property manager by calling **(646) 655-0863** or **(212) 634-8911**, or by e-mailing **ana@thecopper.com**. You will need to inform your housing provider that you have a disability or health problem that interferes with your use of housing, and that your request for accommodation may be necessary to provide you equal access and opportunity to use and enjoy your housing or the amenities and services normally offered by your housing provider. A housing provider may request medical information, when necessary to support that there is a covered disability and that the need for the accommodation is disability related.

If you believe that you have been denied a reasonable accommodation for your disability, or that you were denied housing or retaliated against because you requested a reasonable accommodation, you can file a complaint with the New York State Division of Human Rights as described at the end of this notice.

Specifically, if you have a physical, mental, or medical impairment, you can request:*

- Permission to change the interior of your housing unit to make it accessible (however, you are required to pay for these modifications, and in the case of a rental your housing provider may require that you restore the unit to its original condition when you move out);
- Changes to your housing provider's rules, policies, practices, or services;
- Changes to common areas of the building so you have an equal opportunity to use the building. The New York State Human Rights Law requires housing providers to pay for reasonable modifications to common use areas.

Examples of reasonable modifications and accommodations that may be requested under the New York State Human Rights Law include:

- If you have a mobility impairment, your housing provider may be required to provide you with a ramp or other reasonable means to permit you to enter and exit the building.
- If your healthcare provider provides documentation that having an animal will assist with your disability, you should be permitted to have the animal in your home despite a "no pet" rule.
- If you need grab bars in your bathroom, you can request permission to install them at your own expense. If your housing was built for first occupancy after March 13, 1991 and the walls need to be reinforced for grab bars, your housing provider must pay for that to be done.
- If you have an impairment that requires a parking space close to your unit, you can request your housing provider to provide you with that parking space or place you at the top of a waiting list if no adjacent spot is available.
- If you have a visual impairment and require printed notices in an alternative format such as large print font or need notices to be made available to you electronically, you can request that accommodation from your landlord.

Required Accessibility Standards

All buildings constructed for use after March 13, 1991, are required to meet the following standards:

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

If you believe that your building does not meet the required accessibility standards, you can file a complaint with the New York State Division of Human Rights.

How to File a Complaint

A complaint must be filed with the Division within one year of the alleged discriminatory act or in court within three years of the alleged discriminatory act. You can find more information on your rights, and on the procedures for filing a complaint, by going

to www.dhr.ny.gov, or by calling 1-888-392-3644. You can obtain a complaint form on the website, or one can be e-mailed or mailed to you. You can also call or e-mail a Division regional office. The regional offices are listed on the website.

** This Notice provides information about your rights under the New York State Human Rights Law, which applies to persons residing anywhere in New York State. Local laws may provide protections in addition to those described in this Notice, but local laws cannot decrease your protections.*

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED SEPTEMBER 5, 2024 BETWEEN AMERICAN COPPER BUILDING LLC (LANDLORD) AND JOHN W. KEMPCZINSKI (TENANT) REGARDING APARTMENT W.08C IN THE PREMISES LOCATED AT 626 1ST AVE, NEW YORK, NY 10016. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

RENT CONCESSION AGREEMENT

ONE-TIME CONCESSION:

Tenant shall receive a one-time concession of \$2,408.47 off the rent for January, 2025. If said one-time concession exceeds the monthly rent for any given month, then the remainder will apply during the subsequent months.

Tenant understands that:

- 1. In the event monthly rent is not paid as agreed in accordance with the lease, the above specified lease concessions received by the Tenant(s) are void and all current and prior concessions must be repaid in full on or before the move-out date.
- 2. In the event the Tenant vacates the premises before the lease expires, the above current or lease concessions received by the Tenant are void, and all current and prior concessions must be repaid in full on or before the move-out date.

All other terms and conditions of the lease remain unchanged.

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

American Copper Building LLC

 Signed by John W. Kempczinski
Sun Sep 8 2024 03:29:34 AM EDT
Key: DC17B0CB; IP Address: 73.114.170.103

John W. Kempczinski (Tenant) Date (duly authorized agent) Date

TENANT LEASE ABSTRACT

RESIDENT INFORMATION						
Tenant: John W. Kempczinski				DOB: 6/27/2001	SSN: ***_**_****	
Address: 360 Beacon Street, Boston, MA 02116 - US				Email: jwk45@duke.edu		
Office Phone:	Home Phone: (312) 720 - 0598	Cell Phone:	Alternate Phone:		Fax:	
Tenant: Christopher J. Kempczinski (Guarantor)				DOB: 9/26/1968	SSN: ***_**_****	
Address: 360 Beacon Street, Boston, MA 02116 - US				Email: jkempczinski@gmail.com		
Office Phone:	Home Phone: (312) 720 - 0598	Cell Phone:	Alternate Phone:		Fax:	
LIST NAMES OF ALL DEPENDANTS AND OCCUPANTS						
EMERGENCY CONTACT						
NAME	ADDRESS			PHONE ()	RELATIONSHIP	
Unit Address: 626 1st Ave #W.08C, New York, NY 10016						
PROPERTY INFO						
Lease Type: Stabilized Lease			Property: The Copper			
Unit #: W.08C						
LATE FEES						
Base Amount: \$50.00			Grace Period: 5 days			
LEASE TYPE						
Lease Type: ☒ New Lease ☐ Unit Transfer ☐ Lease Assignment			Check the box below if this is a Unit Transfer: ☐ Transfer from _____ to 626 1st Ave #W.08C, New York, NY 10016			
LEASE INFORMATION						
Asking/Previous Rent \$4,676.64	Legal Rent \$4,816.94	Actual Rent \$4,816.94	Prorated 1st Rent \$ 3,372.00	Sec. Dep. \$ 4,816.94	Early Occupancy	EO Free Y/N ☐ No ☐ Yes
Concession \$2,408.47 applied to January, 2025.						
Total Concession (\$) \$2,408.47			Early Termination			
Lease Term 1 year			Lease Sign Date		Move In Date September 10, 2024	
Lease From September 10, 2024	Lease To September 9, 2025		Rent Comm. Date September 10, 2024		Using Insurent? No	
OTHER LEASE CHARGES						
Fitness Center:		Monthly Amount:		Annual Amount:		
Storage Size:		Storage Unit #:		Storage Rent: \$0.00		
Bike Storage:		Bike Hook:		Monthly Amount: \$0.00		

OTHER LEASE INFORMATION		
License #:	Car (if applicable):	Parking/Garage Rent: \$0.00
Utilities Paid By Owner: WATER, SEWER, GARBAGE, and HEAT	Utilities Paid By Tenant: HEAT PUMP, ELECTRICAL, CABLE, PHONE, and INTERNET	
# of Children: 0	Ages:	
No pets have been authorized at this time.		

(Leasing Agent)

Date

(Asset Manager)

Date

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED SEPTEMBER 5, 2024 BETWEEN AMERICAN COPPER BUILDING LLC (OWNER) AND JOHN W. KEMPCZINSKI (TENANT) REGARDING APARTMENT W.08C IN THE PREMISES LOCATED AT 626 1ST AVE, NEW YORK, NY 10016. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

SMOKE DETECTOR/CARBON MONOXIDE DETECTOR/
FIRE SAFETY PLAN

This will confirm that:

- 1. I/we have received a dual smoke detector(s)/carbon monoxide detector installed by the Owner in the above apartment.
- 2. The dual smoke detector(s)/carbon monoxide detector was/were in working condition when provided.
- 3. I/we shall not at any time or in any way, disconnect, disable or modify the dual smoke detector(s)/carbon monoxide detector.
- 4. I/we have received a fire safety plan for the building.

American Copper Building LLC

 Signed by John W. Kempczinski
Sun Sep 8 2024 03:30:00 AM EDT
Key: DC17B0CB; IP Address: 73.114.170.103

John W. Kempczinski (Tenant) Date (duly authorized agent) Date

ANNUAL NOTICE REGARDING INSTALLATION OF STOVE KNOB COVERS

The owner of this building is required, by Administrative Code §27-2046.4(a), to provide stove knob covers for each knob located on the front of each gas-powered stove to tenants in each dwelling unit in which a child under six years of age resides, unless there is no available stove knob cover that is compatible with the knobs on the stove. Tenants may refuse stove knob covers by marking the appropriate box on this form. Tenants may also request stove knob covers even if they do not have a child under age six residing with them, by marking the appropriate box on this form. The owner must make the stove knob covers available within 30 days of this notice. Please also note that an owner is only required to provide replacement stove knob covers twice within any one-year period. You may request or refuse stove knob covers by checking the appropriate box on the form below, and by returning it to the owner at the address provided. If you do not refuse stove knob covers in writing, the owner will attempt to make them available to you.

PLEASE COMPLETE THIS FORM BY CHECKING THE APPROPRIATE BOX, FILLING OUT THE INFORMATION REQUESTED, AND SIGNING.

Please return the form to the owner at the address provided by September 10, 2024:

- ☐ **YES**, I want stove knob covers or replacement stove knob covers for my stove, and I have a child under age six residing in my apartment.
- ☐ **YES**, I want stove knob covers or replacement stove knob covers for my stove, even though I do not have a child under age six residing in my apartment.
- ☐ **NO, I DO NOT** want stove knob covers for my stove, even though I have a child under age six residing in my apartment.
- ☒ **NO, I DO NOT** want stove knob covers for my stove. There is no child under age six residing in my apartment.



Signed by John W. Kempczinski

Sun Sep 8 2024 03:30:09 AM EDT

Key: DC17B0CB; IP Address: 73.114.170.103

John W. Kempczinski (*Tenant*)

Date

Print Name, Address, and Apartment Number:

John W. Kempczinski

626 1st Ave #W.08C, New York, NY 10016

Return this form to (Owner address):

626 First Avenue, New York, NY 10016

Initials:



Submetering Lease Rider

626 1st Ave #W.08C, New York, NY 10016

1. Tenant acknowledges that **American Copper Building LLC** ("Owner"), will be the provider of electricity to the building and that Tenant will be paying the charges for such electricity directly to Owner (or its successor). Tenant will be required to pay Owner for Tenant's use of electricity at the Apartment on the basis of a separate (submetered) charge that will be billed to Tenant by Owner (or its agent) on a monthly basis. The charges to Tenant for electricity are due without offset or abatement on the first day of each and every month for which a bill is rendered. In the event of non-payment of electric charges, Owner shall afford Tenant all notices and protections available to Tenant pursuant to the Home Energy Fair Practices Act (HEFPA) before any action(s) based on such non-payment, including termination of service, is commenced. In the event that Tenant is invoiced incorrectly, the Property Manager will refund Tenant to the extent of such wrongly invoiced charges.

2. Method to be used to calculate rates to residents

The rate calculation to be used is the Consolidated Edison Service Classification SC-1 for direct metered service (the "SC-1 rate"). Specifically, a Tenant's kilowatt hour (kWh) usage will be multiplied by the Consolidated Edison Service Classification SC-1 rate for a billing period, then sales tax (currently **4.5%**) will be added to arrive at the total tenant cost.

The Consolidated Edison Service Classification SC-1 rate is a combination of various items, including:

Basic Charge: This is a charge for basic system infrastructure and customer- related services, including customer accounting, meter reading, and meter maintenance.

kWh Cost: This energy charge is broken down into four separate components – market supply, monthly adjustment, delivery (transmission and distribution).

Systems Benefit Charge (SBC)/Renewable Portfolio Standard (RPS): This is an additional charge per kWh.

Fuel Adjustment: The sum of Market Supply Charge (MSC) and Monthly Adjustment Charge (MAC) adjustment factors.

Utility Tax: The sum of Commodity Gross Receipt Tax and Full Service Gross Receipt Tax.

Sales Tax: The current NYS sales tax.

The following is an example of the formula that will be used to derive Tenant's electricity charges based on the current Consolidated Edison Service Classification EL1 rate and a monthly use of 250 kWh:

		Total
Basic Charge		\$YY.YY
KWh	.XXXXX times 250	\$YY.YY
Systems Benefit Charge	.XXXXX times 250	\$ Y.YY
Fuel Adjustment Charge	.XXXXX times 250	\$ Y.YY
	Subtotal	\$YY.YY
Utility Tax	.XXXXX times YY.YY	\$ Y.YY
	Subtotal	\$YY.YY
Sales Tax	YY.YY times 4.5%	\$ T.TT
	YY.YY plus T.TT	\$ZZ.ZZ
Tenant Cost		\$ZZ.ZZ

In no event will the total monthly rates (including any monthly administrative charge) exceed the utility's tariff residential rate for direct metered service to such residents (see 16 NYCRR§ 96.2)

All Con Edison rates by classification are available on its website (www.coned.com) under Rates and Tariffs. The electric Rates and Tariffs are listed under the heading "PSC No. 10" – Electric: Full Service

The meter reading data and billing calculations will be documented and maintained for a 6-year period for each unit.

3. When Tenant has a question about electric bill or believes the electric bill is inaccurate, the following protocol will be followed: Tenant should submit the complaint to the Property Manager of the Building, including the action or relief requested and/or the reason for a complaint about a submetering charge. The Property Manager shall investigate and respond to the complaint in writing within 15 days of the receipt of the complaint. **The Property Manager: Ana Cuellar can be contacted via email at ana@thecopper.com by telephone number 646-655-0986 or at the management office at GO RESIDENTIAL MANAGEMENT LLC, 511 AVENUE OF THE AMERICAS STE 7134, New York, NY**

10011-8436. If Tenant and the property manager cannot reach an equitable agreement and Tenant continues to believe the complaint has not been adequately addressed, then Tenant may file a complaint with the Public Service Commission through the Department of Public Service. Alternatively, Tenant may contact the Department of Public Service at any time concerning submetered service in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at 1-800-342-3377, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at www.dps.ny.gov.

4. Tenant will be afforded rights and protections available to residential energy consumers in New York State under HEFPA, including the ability to file a complaint with the PSC. The nearest office of the PSC is at: NYS Public Service Commission, 90 Church Street, New York, NY 10007, 212-417-2234, 800-342-3377, www.dps.ny.gov. Tenant may contact the PSC at any time if Tenant are dissatisfied regarding management's response to Tenant's complaint or at any time regarding submetered service.
5. Tenant may request balanced billing for Tenant's electric charges. Balanced billing divides the electric costs into equal monthly payments. Periodically, the balanced billing amounts will be reviewed and adjusted as necessary. At the end of one year, Tenant shall be responsible to pay for any electric costs in excess of the balanced billing amount paid.
6. If Tenant have difficulty paying the electric bill, Tenant may contact the management company for the Building by telephone or by letter in order to arrange for a deferred payment agreement, whereby Tenant may be able to pay the balance owed over a period of time. If Tenant can show financial need, the management company for the Building can work with Tenant to determine the length of the agreement and the amount of each monthly payment.
7. Regardless of Tenant's payment history, the management company and submeterer of the Building will continue electric service if Tenant's health or safety is threatened. When Tenant become aware of such hardship, the management company for the Building can refer Tenant to the Department of Social Services. Please notify the management company for the Building if the following conditions exist:
 - a. **Medical Emergencies.** Tenant must provide a medical certificate from a doctor or local board of health; or
 - b. **Life Support Equipment.** If Tenant have life support equipment and a medical certificate.
8. Special protections may be available if Tenant and/or those living with Tenant are age eighteen (18) or younger or sixty-two (62) and older, blind, or disabled.
9. If Tenant is age sixty-two (62) or older, Tenant may be eligible for quarterly billing for Tenant's electrical charges.
10. Tenant can designate a third party as an additional contact to receive notices of past due balances for your electrical charges.
11. As a residential customer for electricity, Tenant also has certain additional rights assured by HEFPA.
12. Tenant agrees that at all times the use of electricity in the Apartment shall never exceed the capacity of existing feeders to the Building or the risers, wiring or electrical installations serving the Apartment. Tenant shall not make any alterations, modifications or additions to the electrical installations serving the Apartment.
13. Owner shall have the right to suspend electric service to the Apartment when necessary by reason of accident or for repairs, alterations, replacements or improvements necessary or desirable in Owner's judgment for as long as may be reasonably required by reason thereof and Owner shall not incur any liability for any damage or loss sustained by Tenant or any other occupant of the Apartment as a result of such suspension. Owner shall not in any way be liable or responsible to Tenant or any other occupant for any loss, damage, cost or expense that Tenant or any occupant of the Apartment may incur if either the quantity or character of electric service is changed or is no longer available or suitable for Tenant's requirements or if the supply or availability of Electricity is limited, reduced, interrupted, or suspended by the public utility company serving the Building or for any reason or circumstances beyond the control of Owner. Except as may be provided by applicable law, Tenant shall not be entitled to any rent reduction because of a stoppage, modification, interruption, suspension, limitation, or reduction of electric service to the Apartment.
14. If Owner (or its agent) fails to deliver a bill to Tenant for the use of electricity at the Apartment for any given month, then such failure shall not prejudice or impair Owner's right to subsequently deliver or cause its agent to deliver such a bill to Tenant, nor shall any such failure relieve or excuse Tenant from having to pay to such bill, except as may otherwise be provided by applicable law.

15. Tenant may qualify for a rate reduction the equivalent of that which is provided by your utility to customers who are enrolled in its low-income program pursuant to its tariff (see P.S.C. No. 10 – Electricity, Thirtieth Revised Leaf No. 202). If Tenant receives benefits under Supplemental Security me, Temporary Assistance to Needy Persons/Families, Safety Net Assistance, or Food Stamps, or have received a Home Energy Assistance Program grant in the preceding twelve (12) months, please alert a management representative by phone or in writing and he/she will work with you.

American Copper Building LLC



Signed by John W. Kempczinski
Sun Sep 8 2024 03:31:06 AM EDT
Key: DC17B0CB; IP Address: 73.114.170.103

John W. Kempczinski (<i>Tenant</i>)	<i>Date</i>	<i>(duly authorized agent)</i>	<i>Date</i>
---------------------------------------	-------------	--------------------------------	-------------

VACANCY LEASE - OFFER OF TERM

PREMISES: 626 1st Ave, New York, NY 10016

APARTMENT: W.08C

In compliance with the Rent Stabilization Law and Code, the Tenant is hereby offered the option of a Vacancy Lease for a term of one year or two years.

Please indicate by initialing below your choice of Vacancy Lease term:

☒ I wish a one-year lease. J.K. DC17B0CB

☐ I wish a two-year lease. _____

American Copper Building LLC



Signed by John W. Kempczinski

Sun Sep 8 2024 03:31:15 AM EDT

Key: DC17B0CB; IP Address: 73.114.170.103

John W. Kempczinski (Tenant)

Date

(duly authorized agent)

Date

Initials:

J.K. DC17B0CB



WINDOW GUARDS REQUIRED

LEASE NOTICE TO TENANT

APPENDIX A

THE CITY OF NEW YORK
DEPARTMENT OF HEALTH
AND MENTAL HYGIENE

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

Your Landlord is required by law to install window guards in your apartment:

- If a child 10 years or younger lives in your apartment.
- OR If you ask him/her to install window guards at any time (you need not give a reason).

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

CHECK WHICHEVER APPLY:

- ☐ CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT
- ☒ NO CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT
- ☐ I WANT WINDOW GUARDS EVEN THOUGH I HAVE NO CHILDREN 10 YEARS OF AGE OR YOUNGER

Apartment Address: 626 1st Ave #W.08C, New York, NY 10016



Signed by John W. Kempczinski

Sun Sep 8 2024 03:31:23 AM EDT

Key: DC17B0CB; IP Address: 73.114.170.103

John W. Kempczinski (Tenant)

Date

RETURN THIS FORM TO:

American Copper Building LLC
626 First Avenue
New York, NY 10016

FOR FURTHER INFORMATION CALL:

Window Falls Prevention Program (212) 676-2162

Initials:



THE REAL ESTATE BOARD OF NEW YORK, INC.

SPRINKLER DISCLOSURE LEASE RIDER

Pursuant to the New York State Real Property Law, Article 7, Section 231-a, effective December 3, 2014 all residential leases must contain a conspicuous notice as to the existence or non-existence of a Sprinkler System in the Leased Premises.

Name of tenant(s): John W. Kempczinski
Lease Premises Address: 626 1st Ave, New York, NY 10016
Apartment Number: W.08C (the "Leased Premises")
Date of Lease: September 10, 2024

CHECK ONE:

1. ☐ There is **NO** Maintained and Operative Sprinkler System in the Leased Premises.
2. ☒ There is a Maintained and Operative Sprinkler System in the Leased Premises.

A. The last date on which the Sprinkler System was maintained and inspected was on 3/1/2019.

A "Sprinkler System" is a system of piping and appurtenances designed and installed in accordance with generally accepted standards so that heat from a fire will automatically cause water to be discharged over the fire area to extinguish it or prevent its further spread (Executive Law of New York, Article 6-C, Section 155-a(5)).

Acknowledgment & Signatures:

I, the Tenant, have read the disclosure set forth above. I understand that this notice, as to the existence or non-existence of a Sprinkler System is being provided to me to help me make an informed decision about the Leased Premises in accordance with New York State Real Property Law Article 7, Section 231-a.



Signed by John W. Kempczinski

Sun Sep 8 2024 03:31:30 AM EDT

Key: DC17B0CB; IP Address: 73.114.170.103

John W. Kempczinski (Tenant)

Date

American Copper Building LLC

(duly authorized agent)

Date

LEASE/COMMENCEMENT OF OCCUPANCY NOTICE FOR INDOOR ALLERGEN HAZARDS

1. The owner of this building is required, under New York City Administrative Code section 27- 2017.1 et seq., to make an annual inspection for indoor allergen hazards (such as mold, mice, rats, and cockroaches) in your apartment and the common areas of the building. The owner must also inspect if you inform him or her that there is a condition in your apartment that is likely to cause an indoor allergen hazard, or you request an inspection, or the Department has issued a violation requiring correction of an indoor allergen hazard for your apartment. If there is an indoor allergen hazard in your apartment, the owner is required to fix it, using the safe work practices that are provided in the law. The owner must also provide new tenants with a pamphlet containing information about indoor allergen hazards.
2. The owner of this building is also required, prior to your occupancy as a new tenant, to fix all visible mold and pest infestations in the apartment, as well as any underlying defects, like leaks, using the safe work practices provided in the law. If the owner provides carpeting or furniture, he or she must thoroughly clean and vacuum it prior to occupancy. This notice must be signed by the owner or his or her representative, and state that he or she has complied with these requirements.

I, **American Copper Building LLC** (owner or representative name in print), certify that I have complied with the requirements of the New York City Administrative Code section 27- 2017.5 by removing all visible mold and pest infestations and any underlying defects, and where applicable, cleaning and vacuuming any carpeting and furniture that I have provided to the tenant. I have performed the required work using the safe work practices provided in the law.

American Copper Building LLC



Signed by John W. Kempczinski

Sun Sep 8 2024 03:31:37 AM EDT

Key: DC17B0CB; IP Address: 73.114.170.103

John W. Kempczinski (Tenant)

Date

(duly authorized agent)

Date

APÉNDICE A

AVISO DE ALQUILER/COMIENZO DE LA OCUPACIÓN SOBRE RIESGO DE ALÉRGENOS EN INTERIORES

1. Según el Código administrativo de la Ciudad de Nueva York, Sección 27-2017.1 y sig., el propietario de este edificio tiene obligación de hacer una inspección anual de riesgos de alérgenos en interiores (como moho, ratones, ratas y cucarachas) en el apartamento que usted ocupa y en las áreas comunes del edificio. El propietario debe inspeccionar también si usted lo informa de que hay una condición en el apartamento que podría causar un riesgo de alérgenos en interiores, o si usted solicita una inspección o el Departamento ha impuesto una violación que requiere la corrección de un riesgo de alérgenos en interiores en su apartamento. Si hubiera un riesgo de alérgeno en su apartamento, el propietario debe solucionarlo, utilizando las prácticas de trabajo seguro establecidas por la ley. El propietario también debe proveer a los inquilinos un folleto que contenga la información sobre los riesgos de alérgenos en interiores.
2. Antes de su ocupación como nuevo inquilino, el propietario de este edificio también debe solucionar todos los problemas visibles de moho e infestaciones en el apartamento, así como cualquier defecto subyacente como goteos, usando las prácticas de trabajo seguro establecidas por la ley. Si el propietario ofrece moqueta o mobiliario, debe limpiar y aspirar a conciencia antes de la ocupación. Este aviso debe firmarlo el propietario o su representante y establecer que ha cumplido con estos requisitos.

Yo, **American Copper Building LLC** (nombre del propietario o del representante en letra de molde), certifico que he cumplido con los requisitos del Código administrativo de la Ciudad de Nueva York Sección 27-2017.5 eliminando todo el moho e infestaciones visibles y cualquier defecto subyacente si fuera aplicable, limpiando y aspirando cualquier moqueta y mobiliario que haya provisto al inquilino. He realizado los trabajos necesarios siguiendo las prácticas de trabajo seguro establecidas por la ley.

Firmado:

Nombre en letra de molde:

(Landlord)

Date

Form W-9 (Rev. March 2024) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give form to the requester. Do not send to the IRS.
Before you begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.		

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) John W. Kempczinski	
	2 Business name/disregarded entity name, if different from above	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☒ Individual/sole proprietor or ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C=corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.) See instructions. 626 1st Ave #W.08C	Requester's name and address (optional)
6 City, state, and ZIP code New York, New York 10016		
7 List account number(s) here (optional)		

Part I	Taxpayer Identification Number (TIN)				
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.					
Note: If the account is in more than one name, see the instructions for line 1. See also What Name and Number To Give the Requester for guidelines on whose number to enter.					
<table><tr><td>Social security number</td></tr><tr><td>1 1 1 9 0 2 3 8 2</td></tr><tr><td>or</td></tr><tr><td>Employer identification number</td></tr></table>		Social security number	1 1 1 9 0 2 3 8 2	or	Employer identification number
Social security number					
1 1 1 9 0 2 3 8 2					
or					
Employer identification number					

Part II	Certification
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	-----------------------------------	---------------

 **Signed by John W. Kempczinski**
Sun Sep 8 2024 03:31:52 AM EDT
Key: DC17B0CB; IP Address: 73.114.170.103

John W. Kempczinski (Tenant) Date

FIRE SAFETY GUIDE

PART I -- BUILDING INFORMATION SECTION

626 First Avenue (East Tower)
New York, NY 10016

BUILDING REPRESENTATIVE:

First Service Residential
622 Third Avenue 15th floor
New York, NY 10017
212-634-8991

East Tower, American Copper Buildings

BUILDING INFORMATION:

Year of Construction: 2016

Type of Construction: Non-Combustible

Number of Floors: 41 floors aboveground (no 13th floor) 2 floors below ground

Sprinkler System: Yes

Sprinkler System Coverage: Entire Building

Fire Alarm: Yes Transmitted to the fire department via alarm company

Manual Pull Station: Location; at Lobby Concierge Desk

Public Address System: No

Means of Egress:

Type of Egress	ID	Location	Leads to
Exit		South side of the building	Main entrance first floor exiting onto East 35 th Street
Exit		North side of the building	Street level entrance first floor exiting to the Garden leading to FDR Drive
Exit		South side of the building	From the first floor to East 35 th Street
Exit		South side of the building	From the D stairs exiting to East 35 th Street
Exits		27 th , 28 th , 29 th floors	From the East Tower to the West Tower
Enclosed Interior Stairs	D	Middle of the building	From the roof to the sub-cellar with no access to the lobby
Enclosed Interior Stairs	E	Middle of the building	From the roof to the sub-cellar

Other Information: There is no access to any adjoining building at roof level.
Emergency lighting is provided in the halls and stairs by an emergency generator.

Prepared: June 29, 2016

FIRE SAFETY GUIDE

PART II ñ FIRE EMERGENCY INFORMATION

**626 First Avenue (East Tower)
New York, NY 10016**

THIS FIRE SAFETY GUIDE IS INTENDED TO HELP YOU AND THE MEMBERS OF YOUR HOUSEHOLD PROTECT YOURSELVES IN THE EVENT OF FIRE. THIS FIRE SAFETY GUIDE CONTAINS:

- **Basic fire prevention and fire preparedness measures that will reduce the risk of fire and maximize your safety in the event of a fire.**
- **Basic information about your building, including the type of construction, the different ways of exiting the building, and the types of fire safety systems it may have.**
- **Emergency fire safety and evacuation instructions in the event of fire in your building.**

PLEASE TAKE THE TIME TO READ THIS FIRE SAFETY GUIDE AND TO DISCUSS IT WITH THE MEMBERS OF YOUR HOUSEHOLD. FIRE PREVENTION, PREPAREDNESS, AND AWARENESS CAN SAVE YOUR LIFE! IN THE EVENT OF A FIRE,

IN THE EVENT OF A FIRE,

CALL 911

OR THE FIRE DEPARTMENT DISPATCHER, AT

Manhattan	(212) 999-2222
Bronx	(718) 999-3333
Brooklyn	(718) 999-4444
Queens	(718) 999-5555
Staten Island	(718) 999-6666

**OR TRANSMIT AN ALARM FROM
THE NEAREST FIRE ALARM BOX**

FIRE SAFETY GUIDE

PART I -- BUILDING INFORMATION SECTION

626 First Avenue West Tower
New York, NY 10016

BUILDING REPRESENTATIVE:

First Service Residential
622 Third Avenue 15th floor
New York, NY 10017
212-634-8991

West Tower, American Copper Buildings

BUILDING INFORMATION:

Year of Construction: 2016

Type of Construction: Non-Combustible

Number of Floors: 47 floors aboveground (no 13th floor) 2 floors below ground

Sprinkler System: Yes

Sprinkler System Coverage: Entire Building

Fire Alarm: Yes Transmitted to the fire department via alarm company

Manual Pull Station: Location; at Lobby Concierge Desk

Public Address System: No

Means of Egress:

Type of Egress	ID	Location	Leads to
Exit		North side of the building	Main entrance first floor exiting onto East 36 th Street
Exit		South side of the building	Street level entrance first floor exiting to the Garden leading to FDR Drive
Exit		North side of the building	From the first floor to East 36 th Street
Exit		North side of the building	From the G stairs exiting to East 36 th Street
Exits		27 th , 28 th , 29 th floors	From the West Tower to the East Tower
Enclosed Interior Stairs	F	Middle of the building	From the roof to the sub-cellar
Enclosed Interior Stairs	G	Middle of the building	From the roof to the sub-cellar with no access to the lobby
Exit		Parking driveway	From the parking elevator exiting to East 36 th Street

Other Information: There is no access to any adjoining building at roof level.
Emergency lighting is provided in the halls and stairs by an emergency generator.

Prepared: June 29, 2016

FIRE SAFETY GUIDE

PART II ñ FIRE EMERGENCY INFORMATION

**626 First Avenue West Tower
New York, NY 10016**

THIS FIRE SAFETY GUIDE IS INTENDED TO HELP YOU AND THE MEMBERS OF YOUR HOUSEHOLD PROTECT YOURSELVES IN THE EVENT OF FIRE. THIS FIRE SAFETY GUIDE CONTAINS:

- **Basic fire prevention and fire preparedness measures that will reduce the risk of fire and maximize your safety in the event of a fire.**
- **Basic information about your building, including the type of construction, the different ways of exiting the building, and the types of fire safety systems it may have.**
- **Emergency fire safety and evacuation instructions in the event of fire in your building.**

PLEASE TAKE THE TIME TO READ THIS FIRE SAFETY GUIDE AND TO DISCUSS IT WITH THE MEMBERS OF YOUR HOUSEHOLD. FIRE PREVENTION, PREPAREDNESS, AND AWARENESS CAN SAVE YOUR LIFE! IN THE EVENT OF A FIRE,

IN THE EVENT OF A FIRE,

CALL 911

OR THE FIRE DEPARTMENT DISPATCHER, AT

Manhattan	(212) 999-2222
Bronx	(718) 999-3333
Brooklyn	(718) 999-4444
Queens	(718) 999-5555
Staten Island	(718) 999-6666

**OR TRANSMIT AN ALARM FROM
THE NEAREST FIRE ALARM BOX**

BASIC FIRE PREVENTION AND FIRE PREPAREDNESS MEASURES

These are fire safety tips that everybody should follow:

1. Every apartment should be equipped with at least one smoke detector. (All apartment buildings constructed after July 2009 are required to be equipped with multiple interconnected smoke alarms that sound throughout an apartment.) Check them periodically to make sure they work. Most smoke detectors can be tested by pressing the test button. Replace the batteries in the spring and fall when you move your clocks forward or back an hour, and whenever a smoke detector chirps to signal that its battery is low. The smoke detector should be replaced on a regular basis in accordance with the manufacturer's recommendation, but at least once every ten years.
2. Carelessly handled or discarded cigarettes are the leading cause of fire deaths. Never smoke in bed or when you are drowsy, and be especially careful when smoking on a sofa. Be sure that you completely extinguish every cigarette in an ashtray that is deep and won't tip over. Never leave a lit or smoldering cigarette on furniture.
3. Matches and lighters can be deadly in the hands of children. Store them out of reach of children and teach them about the danger of fire.
4. Do not leave cooking unattended. Keep stove tops clean and free of items that can catch on fire. Before you go to bed, check your kitchen to ensure that your oven is off and any coffeepot or teapot is unplugged.
5. Never overload electrical outlets. Replace any electrical cord that is cracked or frayed. Never run extension cords under rugs. Use only power strips with circuit-breakers.
6. Keep all doorways and windows leading to fire escapes free of obstructions, and report to the owner any obstructions or accumulations of rubbish in the hallways, stairwells, fire escapes or other means of egress.
7. Install window gates only if it is absolutely necessary for security reasons. Install only approved window gates. Do not install window gates with key locks. A delay in finding or using the key could cost lives. Maintain the window gate's opening device so it operates smoothly. Familiarize yourself and the members of your household with the operation of the window gate.
8. Familiarize yourself and members of your household with the location of all stairwells, fire escapes and other means of egress.
9. With the members of your household, prepare an emergency escape route to use in the event of a fire in the building. Choose a meeting place a safe distance from your building where you should all meet in case you get separated during a fire.
10. Exercise care in the use and placement of fresh cut decorative greens, such as Christmas trees and holiday wreaths. If possible, keep them planted or in water. Do not place them in public hallways or where they might block egress from your apartment if they catch on fire. Keep them away from any flame, including fireplaces. Do not keep for extended period of time; as they dry, decorative greens become easily combustible.

BUILDING INFORMATION

Building Construction

In a fire emergency, the decision to leave or to stay in your apartment will depend in part on the type of building you are in.

Residential buildings built before 1968 are generally classified either as “fireproof” or “non-fireproof.” Residential buildings built in or after 1968 are generally classified either as “combustible” or “non-combustible.” The type of building construction generally depends on the size and height of the building.

A “non-combustible” or “fireproof” building is a building whose structural components (the supporting elements of the building, such as steel or reinforced concrete beams and floors) are constructed of materials that do not burn or are resistant to fire and therefore will not contribute to the spread of the fire. In such buildings, fires are more likely to be contained in the apartment or part thereof in which they start and less likely to spread inside the building walls to other apartments and floors. **THIS DOES NOT MEAN THAT THE BUILDING IS IMMUNE TO FIRE.** While the structural components of the building may not catch fire, all of the contents of the building (including furniture, carpeting, wood floors, decorations and personal belongings) may catch on fire and generate flame, heat and large amounts of smoke, which can travel throughout the building, especially if apartment or stairwell doors are left open.

A “combustible” or “non-fireproof” building has structural components (such as wood) that will burn if exposed to fire and can contribute to the spread of the fire. In such buildings, the fire can spread inside the building walls to other apartments and floors, in addition to the flame, heat and smoke that can be generated by the burning of the contents of the building.

Be sure to check Part I (Building Information Section) of this fire safety guide to see what type of building you are in.

Means of Egress

All residential buildings have at least one means of egress (way of exiting the building), and most have at least two. There are several different types of egress:

Interior Stairs: All buildings have stairs leading to the street level. These stairs may be enclosed or unenclosed. Unenclosed stairwells (stairs that are not separated from the hallways by walls and doors) do not prevent the spread of flame, heat and smoke. Since flame, heat and smoke generally rise, unenclosed stairwells may not ensure safe egress in the event of a fire on a lower floor. Enclosed stairs are more likely to permit safe egress from the building, if the doors are kept closed. It is important to get familiar with the means of egress available in your building.

Exterior Stairs: Some buildings provide access to the apartments by means of stairs and corridors that are outdoors. The fact that they are outdoors and do not trap heat and smoke enhances their safety in the event of a fire, provided that they are not obstructed.

Fire Tower Stairs: These are generally enclosed stairwells in a "tower" separated from the building by air shafts open to the outside. The open air shafts allow heat and smoke to escape from the building.

Fire Escapes: Many older buildings are equipped with a fire escape on the outside of the building, which is accessed through a window or balcony. Fire escapes are considered a "secondary" or alternative means of egress, and are to be used if the primary means of egress (stairwells) cannot be safely used to exit the building because they are obstructed by flame, heat or smoke.

Exits: Most buildings have more than one exit. In addition to the main entrance to the building, there may be separate side exits, rear exits, basement exits, roof exits and exits to the street from stairwells. Some of these exits may have alarms. Not all of these exits may lead to the street. Roof exits may or may not allow access to adjoining buildings.

Be sure to review Part I (Building Information Section) of this fire safety guide and familiarize yourself with the different means of egress from your building.

Fire Sprinkler Systems

A fire sprinkler system is a system of pipes and sprinkler heads that when triggered by the heat of a fire automatically discharges water that extinguishes the fire. The sprinkler system will continue to discharge water until it is turned off. When a sprinkler system activates, an alarm is sounded.

Sprinkler systems are very effective at preventing fire from spreading beyond the room in which it starts. However, the fire may still generate smoke, which can travel throughout the building.

Apartment buildings constructed before March 1999 were generally not required to have fire sprinkler systems. Some apartment buildings are equipped with sprinkler systems, but only in compactor chutes and rooms or boiler rooms. All apartment buildings constructed after March 1999 are required by law to be equipped with fire sprinkler systems throughout the building.

Be sure to review Part I (Building Information Section) of this fire safety guide to learn whether your building is equipped with fire sprinkler systems.

Interior Fire Alarm Systems

Although generally not required, some residential buildings are equipped with interior fire alarm systems that are designed to warn building occupants of a fire in the building. Interior fire alarm systems generally consist of a panel located in a lobby or basement, with manual pull stations located near the main entrance and by each stairwell door. Interior fire alarm systems are usually manually-activated (must be pulled by hand) and do not automatically transmit a signal to the Fire Department, so a telephone call must still be made to 911 or the Fire Department dispatcher. Do not assume that the Fire Department has been notified because you hear a fire alarm or smoke detector sounding in the building.

Be sure to review Part I (Building Information Section) of this fire safety guide to learn whether your building is equipped with an interior fire alarm system and whether the alarm is transmitted to the Fire Department, and familiarize yourself with the location of the manual pull stations and how to activate them in the event of a fire.

Public Address Systems

Although generally not required, some residential buildings are equipped with public address systems that enable voice communications from a central location, usually in the building lobby. Public address systems are different from building intercoms, and usually consist of loudspeakers in building hallways and/or stairwells.

Starting in July 2009, residential buildings that are more than 125 feet in height are required by law to be equipped with a one way voice communication system that will enable Fire Department personnel to make announcements from the lobby to building occupants in their apartments or in building stairwells.

Be sure to review Part I (Building Information Section) of this fire safety guide to learn whether your building is equipped with a public address system.

EMERGENCY FIRE SAFETY AND EVACUATION INSTRUCTIONS

IN THE EVENT OF A FIRE, FOLLOW THE DIRECTIONS OF FIRE DEPARTMENT PERSONNEL. HOWEVER, THERE MAY BE EMERGENCY SITUATIONS IN WHICH YOU MAY BE REQUIRED TO DECIDE ON A COURSE OF ACTION TO PROTECT YOURSELF AND THE OTHER MEMBERS OF YOUR HOUSEHOLD. THIS FIRE SAFETY GUIDE IS INTENDED TO ASSIST YOU IN SELECTING THE SAFEST COURSE OF ACTION IN SUCH AN EMERGENCY. PLEASE NOTE THAT NO FIRE SAFETY GUIDE CAN ACCOUNT FOR ALL OF THE POSSIBLE FACTORS AND CHANGING CONDITIONS; YOU WILL HAVE TO DECIDE FOR YOURSELF WHAT IS THE SAFEST COURSE OF ACTION UNDER THE CIRCUMSTANCES.

General Emergency Fire Safety Instructions

1. Stay calm. Do not panic. Notify the Fire Department as soon as possible. Firefighters will be on the scene of a fire within minutes of receiving an alarm.
2. Because flame, heat and smoke rise, generally a fire on a floor below your apartment presents a greater threat to your safety than a fire on a floor above your apartment.
3. Do not overestimate your ability to put out a fire. Most fires cannot be easily or safely extinguished. Do not attempt to put the fire out once it begins to quickly spread. If you attempt to put a fire out, make sure you have a clear path of retreat from the room.
4. If you decide to exit the building during a fire, close all doors as you exit to confine the fire. Never use the elevator. It could stop between floors or take you to where the fire is.
5. Heat, smoke and gases emitted by burning materials can quickly choke you. If you are caught in a heavy smoke condition, get down on the floor and crawl. Take short breaths, breathing through your nose.
6. If your clothes catch fire, don't run. Stop where you are, drop to the ground, cover your face with your hands to protect your face and lungs and roll over to smother the flames.

Evacuation Instructions If The Fire Is In Your Apartment **(All Types of Building Construction)**

1. Close the door to the room where the fire is, and leave the apartment.
2. Make sure EVERYONE leaves the apartment with you.
3. Take your keys.
4. Close, but do not lock, the apartment door.
5. Alert people on your floor by knocking on their doors on your way to the exit.
6. Use the nearest stairwell to exit the building.
7. DO NOT USE THE ELEVATOR.
8. Call 911 once you reach a safe location. Do not assume the fire has been reported unless firefighters are on the scene.
9. Meet the members of your household at a predetermined location outside the building. Notify responding firefighters if anyone is unaccounted for.

Evacuation Instructions If The Fire Is Not In Your Apartment

NON-COMBUSTIBLE OR FIREPROOF BUILDINGS:

1. Stay inside your apartment and listen for instructions from firefighters unless conditions become dangerous.
2. If you must exit your apartment, first feel the apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.
3. If you can safely exit your apartment, follow the instructions above for a fire in your apartment.
4. If you cannot safely exit your apartment or building, call 911 and tell them your address, floor, apartment number and the number of people in your apartment.
5. Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.
6. Open windows a few inches at top and bottom unless flames and smoke are coming from below. Do not break any windows. If conditions in the apartment appear life-threatening, open a window and wave a towel or sheet to attract the attention of firefighters.
7. If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to a balcony or terrace away from the source of the smoke, heat or fire.

COMBUSTIBLE OR NON-FIREPROOF BUILDING

1. Feel your apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.
2. Exit your apartment and building if you can safely do so, following the instructions above for a fire in your apartment.
3. If the hallway or stairwell is not safe because of smoke, heat or fire and you have access to a fire escape, use it to exit the building. Proceed cautiously on the fire escape and always carry or hold onto small children.
4. If you cannot use the stairs or fire escape, call 911 and tell them your address, floor, apartment number and the number of people in your apartment.
 - A. Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.
 - B. Open windows a few inches at top and bottom unless flames and smoke are coming from below. Do not break any windows.
 - C. If conditions in the apartment appear life-threatening, open a window and wave a towel or sheet to attract the attention of firefighters.
 - D. If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to a balcony or terrace away from the source of the smoke, heat or fire.