

December 17, 2024

Dear Horacio Pena:

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: **Joseph George**
Apartment: **W.39D**
Rent: **\$4,591.72**
Term: **1 year, 0 months, 0 days**
Lease Dates: **January 6, 2025 to January 5, 2026**
Concession #1: One-Time Rental Concession of **\$4,591.72** to be given during **November, 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) Fire Safety Plan | 8) Flood History and Risk Rider |
| 9) Gas Leak Notice | 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: **\$4,591.72** representing the first month's rent payable to **American Copper Building LLC** and **\$4,591.72** 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 **December 17, 2024**, between **American Copper Building LLC** ("Owner"), whose address is c/o **GO RESIDENTIAL MANAGEMENT LLC, 626 First Avenue, New York, NY 10016**, and **Horacio Pena** (hereafter referred to as "Tenant"), whose current address is: **20 East End Ave. Apt. 7B, New York, NY 10028 - US**.

Premises Leased: Apartment **W.39D** (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 **January 6, 2025** (the "Commencement Date"), and ending on **January 5, 2026** (the "Termination Date").

Rent: Tenant's monthly rent for the Apartment is **\$4,591.72** 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 **\$4,591.72** (the "Security Deposit") to be held for the term of this Lease. The Security Deposit will be held in an account at **Flagstar 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. Horacio Pena

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 Horacio Pena
Tue Dec 17 2024 12:08:37 PM EST
Key: 08EC4E89; IP Address: 155.201.38.1

Horacio Pena (Tenant)

Date

Signed by Shanique Sealey
Fri Jan 3 2025 12:35:57 PM EST
Key: 82D7FD94; IP Address: 96.239.112.142

(duly authorized agent)

Date