

"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 **March 27, 2025**, between **685 1st Ave LLC** ("Owner"), whose address is c/o **GO RESIDENTIAL MANAGEMENT LLC, 685 First Ave, New York, NY 10016**, and **Alexander J. Eney and Samantha J. Lichtschein** (hereafter referred to as "Tenant"), whose current address is: **9 Kilmer Road, Larchmont, NY 10538 - US**.

Premises Leased: Apartment **19L** (the "Apartment"), in the building known as **685 First Ave** and located at **685 1st Ave, New York, New York 10016** (the "Building").

Term: The Lease will be for a term of **1 year and 2 months** commencing on **May 15, 2025** (the "Commencement Date"), and ending on **July 14, 2026** (the "Termination Date").

Rent: Tenant's monthly rent for the Apartment is **\$6,550.00** 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 **\$1,500.00** (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. Alexander J. Eney

2. Samantha J. Lichtschein

- 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 **6** days after it is due shall incur a late charge of the lesser of **\$0.00** or _____ 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 **0** apartment mechanical keys and **0** key fobs for the front door, elevator and apartment door (collectively, "Keys") and **0** 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 **\$0.00**. 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 **\$0.00** and replacement cost of a key fob is **\$0.00**. 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 _____, 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.


Alexander J. Eney (Tenant)
Date

3/27/2025
04:31 PM EDT


Samantha J. Lichtschein (Tenant)
Date

3/27/2025
04:56 PM EDT

 **Signed by Shanique Sealey**
Tue Apr 1 2025 02:21:58 PM EDT
Key: 82D7FD94; IP Address: 147.185.156.82
(duly authorized agent) Date

AMENITIES AGREEMENT

685 1ST AVE, NEW YORK, NY

Tenant(s) of Record Name: Alexander J. Eney and Samantha J. Lichtschein	
Address: 685 1st Ave, Apt. #19L, New York, NY 10016	Telephone: (914) 659 - 6277

IN THE EVENT THAT THERE ARE ANY PROVISIONS CONTAINED IN THIS RIDER WHICH ARE INCONSISTENT WITH THE PROVISIONS CONTAINED IN THE MAIN BODY OF THE LEASE DATED MARCH 27, 2025, IT SHALL BE DEEMED TO BE THE INTENT OF THE PARTIES HERETO THAT THE PROVISIONS CONTAINED IN THIS RIDER SUPERSEDE ANY INCONSISTENT PROVISIONS THEREIN SUCH THAT SAID LEASE IS DEEMED MODIFIED HEREBY.

Execution of this Rider by the undersigned (referred to herein as the "Tenant") of apartment 19L ("Apartment"), shall entitle the Tenant and authorized occupants to the use of the Amenities (hereinafter the "Amenities") at the premises known as and located at 685 First Ave, in the City of New York, and State of New York ("Building"), owned by 685 1st Ave LLC ("Owner") subject to compliance by the Tenant with all of the terms and conditions of this Rider.

The tenant(s) of record of apartment 19L is/are Alexander J. Eney and Samantha J. Lichtschein (referred to herein as the "Tenant").

The Amenities include the following:

- Fitness Center;
- Pool;
- Steam Sauna and Hot Sauna;
- Children's Playroom;
- Screening Room;
- Banquet Kitchen; and
- Lounge and Game Room.

In consideration of the privileges granted herein, the Tenant hereby agrees as follows:

1. **Tenant shall pay Owner a fee ("Amenities Fee") in advance, on the first day of each month. The Amenities Fee are structured as follows: Studio: \$100.00, 1 Bedroom: \$135.00, 2 Bedroom: \$200.00, 3 Bedroom: \$225.00. Owner may increase the Amenities Fee on thirty (30) days prior notice to Tenant. The Amenities Fee shall be deemed Additional Rent under the Lease. In the event that the Amenities Fee is not received on or before the fifth (5th) day of the month, a late charge shall be charged in accordance with the late payment provisions of the Lease.**
2. Tenant (and authorized occupants) shall be provided with an electronic keyfob to gain admission to the Amenities. The keyfob assigned to the Tenant and said occupants shall be used solely by the Tenant and said occupants and shall not be transferable, except as provided herein.
3. Use of the Amenities shall be on a first come, first served basis. The Owner does not guaranty availability of the Amenities to everyone at all times, and the use of the Amenities may be limited or restricted in the sole discretion of the Owner, and may, under all circumstances, be utilized only by people who reside in the subject building.
4. **Hours of Operation:** The Amenities hours of operation are specified herein. The hours of operation are subject to change at any time.
5. **General Rules & Regulations:**
 - A. The Facilities Manager is available for handling all questions regarding membership, policies and procedures, reservations and room rentals, and is available **Monday - Friday, 8:00 AM - 8:00 PM**, by visiting the reception desk.
 - B. Except where specified herein, proper attire for the Amenities shall consist of, at a minimum, shirt, shorts, and footwear.
 - C. Tenant agrees and understands that **all Amenities** are smoke-free (i.e. smoking is not permitted) and food and beverage use is subject to the Rules that are and/or will be posted.
 - D. Tenant agrees that pets are not permitted in any of the amenity areas.

- E. Except where specified herein, no use of electrical appliances is permitted, and no music may be played or produced.
- F. All independent service providers (personal trainers, swim instructors, caterers, etc.) must register prior to being allowed entry to the Amenities and must be accompanied by Tenant. Tenant can refer to the Facilities Manager for registration information.
- G. Tenant must adhere to the age limit restrictions per designated area.
- H. A tenant wishing to bring a guest(s) must register their guest(s) in advance. Except where specified herein, the tenant wishing to bring a guest must at least eighteen (18) years of age. Tenant shall be charged **\$15.00** per guest. However, registered guests who are listed on the resident portal, such as a nanny/babysitter/caregiver, shall not be subject to the **\$15.00** guest charge.
- I. Under no circumstances are any guests to receive instruction from personal trainers, swim instructors, exercise class instructors, or any other instructor.
- J. Except where specified herein, a non-resident caretaker/guardian shall be considered a guest.
- K. Except where specified herein, all guests must be accompanied by the Tenant throughout the visit.
- L. Tenants shall have a priority for the use of the Amenities.
- M. Tenant agrees that s/he will not permit the guest to do anything that will interfere with the rights, comforts or convenience of other Tenant, and Tenant shall be liable for the behavior and actions of any guest they bring. Therefore, it is recommended that Tenant obtain insurance (renter's insurance) for their respective apartment. If Tenant obtains renter's insurance, Tenant must name thereon the Owner herein and its "principals and agents" as "additional assureds".

6. Fitness Center – Rules & Regulations

- A. The hours of operation for the Fitness Center are as follows:
 - 1. **Monday - Friday, 6:00 AM - 10:00 PM**
 - 2. **Saturday - Sunday: 8:00 AM - 8:00 PM**
- B. The Fitness Center shall be used only by persons who are least sixteen (16) years of age or older. Children under the age of sixteen (16) must be accompanied by an adult guardian.
- C. Tenant may bring up to **two (2)** guests maximum at a time.
- D. Equipment use is on a first come, first serve basis. When other members are waiting to use a piece of exercise equipment, Tenant shall limit his/her use of said piece of equipment to thirty (30) minutes.
- E. After Tenant has completed using a piece of equipment, Tenant must wipe down the piece of equipment.
- F. Tenant must return any equipment accessories used to their original location.
- G. Tenant must not drop weights or make loud noises during his/her workout.
- H. Food and drink are prohibited in exercise spaces, except for water in shatterproof bottles.
- I. Tenant is responsible for disposing of all garbage (cups, wipes, etc.).
- J. Open toed shoes and/or bare feet are not permitted.
- K. Management is not responsible for any personal items left in the Fitness Center.

7. Swimming Pool – Rules & Regulations

- A. The hours of operation for the Swimming Pool are as follows:
 - 1. **Monday - Friday, 6:00 AM - 10:00 PM**
 - 2. **Saturday - Sunday: 8:00 AM - 8:00 PM**
- B. The Swimming Pool shall be used only by persons who are least sixteen (16) years of age or older. Children under the age of sixteen (16) must be accompanied by an adult guardian or caregiver.
- C. Tenant may bring up to **two (2)** guests maximum at a time.
- D. Tenant shall have access to the Swimming Pool until fifteen (15) minutes prior to closing time. Use of the Swimming Pool is on a first come first serve basis.

- E. Proper attire is required at the Swimming Pool, which includes bathing suits and swim footwear not normally worn on the public streets. No street shoes are permitted anywhere in the Swimming Pool area.
- F. Tenant must be covered when entering and exiting Swimming Pool area: shirt and shorts, cover-ups, or robes.
- G. No dripping wet attire as a result from using the Swimming Pool area is permitted in the hallways of the Building.
- H. Children who are not toilet-trained may not use the Swimming Pool without a water diaper.
- I. The Swimming Pool may not be used without a lifeguard on duty.
- J. Compliance with lifeguard safety instructions is mandatory. Lifeguards are authorized to request non-compliant or unruly persons to leave the Swimming Pool area. Incidents will be formally reported to management. Repeated incidents may lead to revoked privileges and/or fines.
- K. Lifeguards shall be responsible for configuring the pool as deemed necessary. The lifeguard may apply his or her discretion to configure the pool differently for short periods of time.
- L. Diving, running and jumping are prohibited at all times.
- M. Inner tubes, boogie boards, water guns or rough play are not permitted in the Swimming Pool. Ball and flotation devices are only permitted at the lifeguard's discretion.
- N. If Tenant or any of Tenant's guest(s) have infections, sores, inflamed eyes, and/or skin diseases, said person is not permitted to use the Swimming Pool.
- O. Cell phones should not be used. If they must be used, they should be kept at a low volume in the Swimming Pool area to avoid disturbing others.
- P. Food and drink shall be prohibited in the pool area, with the exception of water in shatterproof bottles.

8. Steam Sauna and Hot Sauna – Rules & Regulations

- A. The hours of operation for the Steam Sauna and Hot Sauna (hereinafter also referred to as "Saunas") are as follows:
 - 1. **Monday - Friday, 6:00 AM - 10:00 PM**
 - 2. **Saturday - Sunday: 8:00 AM - 8:00 PM**
- B. The Saunas shall be used only by persons who are least sixteen (16) years of age or older. Children under the age of sixteen (16) are not permitted to use the Saunas.
- C. Tenant may bring up to **two (2)** guests maximum at a time
- D. Tenant shall have access to the Saunas until fifteen (15) minutes prior to closing time. Use of the Saunas is on a first come first serve basis.
- E. Proper attire is required in the Sauna, which includes bathing suits and swim footwear not normally worn on the public streets. No street shoes are permitted anywhere in the Saunas.
- F. Tenant must be covered when entering and exiting both Saunas: shirt and shorts, cover-ups, or robes.
- G. No dripping wet attire as a result from using the Saunas is permitted in the hallways of the Building.
- H. If Tenant or any of Tenant's guest(s) have infections, sores, inflamed eyes, and/or skin diseases, said person is not permitted to use the Saunas.
- I. Cell phones are prohibited in the Saunas.
- J. Food and drink are prohibited in the Saunas.
- K. Use of the Saunas is on a first come, first serve basis.

9. Children's Playroom – Rules & Regulations

- A. The hours of operation for the Children's Playroom are as follows:
 - 1. **Monday - Friday, 6:00 AM - 10:00 PM**
 - 2. **Saturday - Sunday: 8:00 AM - 8:00 PM**
- B. The Children's Playroom shall be used only by babies and children through twelve (12) years of age, who must be accompanied by an adult guardian or by a nanny/babysitter/child care provider.

- C. For the Children's Playroom, only registered guests on the resident platform are permitted in addition to the Tenant and/or qualified occupants.
- D. The presence of the Tenant is not required, only if Tenant's child/children are accompanied and supervised by Tenant's nanny/babysitter/child care provider. In order to access the Children's Playroom, the Tenant's nanny/babysitter/child care provider is permitted to use the Tenant's keyfob. Children shall not be left unattended in the Children's Playroom.
- E. The Children's Playroom provides various equipment and toys which shall not be permitted to be removed from the room under any circumstances.
- F. Food and drink shall not be permitted in the Children's Playroom, with the exception of water in shatterproof bottles, and either infant formula or breast milk in baby bottles.
- G. Children's Playroom use is on a first come, first serve basis. However, if advance reservations are made with the Facilities Manager, the reservation takes precedence.
- H. Rental agreements are required for all functions where the number of guests will exceed the maximum guest limit as specified in subparagraph C above.

10. Screening Room – Rules & Regulations

- A. The hours of operation for the Screening Room are as follows:
 - 1. **Monday - Friday, 6:00 AM - 9:45 PM;**
 - 2. **Saturday - Sunday: 8:00 AM - 7:45 PM**
- B. The Screening Room shall be used only by persons who are least sixteen (16) years of age or older. Children under the age of sixteen (16) must be accompanied by an adult guardian or caregiver.
- C. For the Screening Room, Tenant may bring up to **two (2)** guests maximum at a time.
- D. Food and drink shall be prohibited in the Screening Room, with the exception of water in shatterproof bottles.
- E. The Screening Room use is on a first come, first serve basis. However, if advance reservations are made with the Facilities Manager, the reservation takes precedence.
- F. Rental agreements are required for all functions where the number of guests will exceed the maximum guest limit as specified in subparagraph C above.

11. Banquet Kitchen – Rules & Regulations

- A. The Banquet Kitchen is available for private functions only.
- B. If any tenant wishes to hold a private function in the Banquet Kitchen, advance reservations must be made with the Facilities Manager.
- C. Rental agreements are required for all private functions in the Banquet Kitchen.

12. Lounge and Game Room – Rules & Regulations

- A. The hours of operation for the Lounge and Game Room are as follows:
 - 1. **Monday - Friday, 6:00 AM - 10:00 PM;**
 - 2. **Saturday - Sunday: 8:00 AM - 8:00 PM**
- B. The Lounge and Game Room shall be used only by persons who are least sixteen (16) years of age or older. Children under the age of sixteen (16) must be accompanied by the Tenant or other adult authorized occupants.
- C. Tenant may bring up to **two (2)** guests maximum at a time.
- D. When other tenants are waiting a seat, Tenant shall limit his/her use of the seat to sixty (60) minutes.
- E. When other tenants are waiting to use the games, Tenant shall limit his/her use of the game to sixty (60) minutes.
- F. Food is prohibited. Only water is permitted, and must be in shatterproof bottles.
- G. Lounge and Game Room use is on a first come, first serve basis. However, if advance reservations are made with the Facilities Manager, the reservation takes precedence.
- H. Rental agreements are required for all functions where the number of guests will exceed the maximum guest limit as

specified in subparagraph C above.

13. The Amenities may never be utilized for more than **4 hours** at a time.
14. Tenant understands and acknowledges that in the event the Tenant fails to leave the Amenities areas clean, or cause any damage to such areas, the Tenant shall be responsible for the cost of any and all necessary repairs and/or restorations, and for the cost of cleaning the area at the rate of **\$250.00** per hour.
15. The Owner reserves the right to close all or part of any of the Amenities, and/or to interrupt or discontinue the Amenities. There is no obligation on the part of the Owner to continue to provide the Amenities.
16. The Tenant shall comply with all rules, regulations and directives posted by the Owner in the Amenities areas, which rules, regulations and directives may be changed from time to time by Owner in its sole discretion. The Tenant shall ensure compliance with such rules, regulations and directives by all of Tenant's guests. Failure to abide by any rules, regulations and directives may result in ejection from the Amenities areas and/or suspension or termination of this Rider in the sole and absolute discretion of the Owner in accordance with terms and conditions of ¶ 25 herein.
17. The Owner, its affiliates, agents and employees shall not be liable for loss, theft or damage to the property of Tenant or Tenant's guests. The Tenant shall be required to pay or reimburse any claim, cost, liability, fee, expense and/or attorney's fees arising from the Tenant's or Tenant's guests' negligence or misconduct, including expenses related to replacement or repair of personal property, equipment or machinery located in or about the Building and Amenities.
18. Use of the Amenities is at the Tenant's risk, and Owner assumes no responsibility or risk of loss for loss or damage to Tenant's property or bodily injury or harm to Tenant.
19. With respect to the **Fitness Center and the Saunas**, adults who possess a working knowledge and ability to use the equipment and which adults are free of medical conditions such as heart, lung, tendency to have strokes and or any other serious condition which would make use of said equipment contra-indicated shall utilize the Fitness Center and the Saunas. Tenant further acknowledges that the use of this area will be unsupervised and Tenant further understands that the Owner herein takes no responsibilities for any accident that may occur to Tenant as a result of the use of equipment or occupant's use of the equipment in the said rooms and Tenant has herein agreed that if Tenant and/or occupant uses and or utilizes said equipment that Tenant's use thereof shall be at Tenant's sole risk. Tenant and authorized occupants should consult with a physician and or doctor prior to using such equipment.
20. To the fullest extent permitted by law, Tenant shall indemnify, defend, and hold harmless the Owner, the Managing agent, the Owner, and their agents and employees from and against all claims, damages losses and expenses, including attorney's fees, arising out of or resulting from use of the Amenities, attributed to bodily injury, sickness, disease or death or to injury to or destruction of tangible property including the loss of use resulting therefrom, or which is caused in whole or in part by any negligent act or omission of the Tenant and/or their guest(s) or anyone else.
21. Tenant assumes the risk of the use of the Amenities. Tenant expressly waives and releases Owner from all claims against Owner and agrees to hold Owner harmless for any loss, damage or injury resulting from the use of the Amenities, regardless of the cause. Owner shall not be liable for any injury or damage to persons or property, or damages caused by other Tenants or persons in the Building, arising from the use of the Amenities.
22. Tenant covenants and agrees, at its sole cost and expense, to the fullest extent permitted by law, to indemnify, defend and hold Owner, its partners, directors, officers, members, managers, employees, servants, representatives and agents harmless against any and all claims or loss (including attorney's fees, witnesses' fees and all courts costs), damages, expense and liability (including statutory liability) by or on behalf of any person, firm or corporation, resulting from, arising out of or in connection with the use of the Amenities, including, without limitation: (a) the conduct or management the premises by Tenant (or any person holding or claiming through or under Tenant) or anyone else; (b) the condition of the premises, or any use, nonuse, possession, management or maintenance of the premises; (c) any breach or default on the part of Tenant in the performance of any of Tenant's covenants or obligations under this Rider; (d) any act, negligence or default or error or omission or breach of contract by or of Tenant, or any of its agents, servants, employees, contractors, invitees or Tenants or of any person holding or claiming through or under Tenant; and (e) any accident, injury or damage whatsoever caused to any person, firm or corporation occurring as the result of any work or thing whatsoever done by Tenant (or person holding or claiming through or under Tenant) in or about the premises. Further, Tenant agrees to indemnify and hold Owner harmless against and from all costs, counsel fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon, and in case any action or proceeding shall be brought against Owner by reason of any such claim, Tenant, upon notice from Owner, agrees to resist and defend such action at Tenant's sole cost and expense.
23. The foregoing indemnity shall include claims or losses or damages arising out of any negligent or wrongful act, error or omission, in connection with the use of the Amenities by the Tenant, and shall also include injury or death of any guest of the Tenant. Tenant's liability under this indemnification is not limited to the limits of insurance.

24. Tenant shall be responsible for the loss or damage to furniture and equipment provided to Tenant for Tenant's use of the Amenities, and shall comply with all rules, regulations and directives that may be posted from time to time relating thereto.

25. Default and Termination

- A.** If Tenant and/or an authorized occupants fails to carry out any provision of this Rider, Tenant defaults under the Rider.
- B.** If Tenant defaults under the Rider, Owner may serve Tenant with a written notice to stop or correct the specified default within ten (10) days. Tenant must then either stop or correct the default within ten (10) days, or, if Tenant need more than ten (10) days, Tenant must begin to correct the default within ten (10) days and continue to do all that is necessary to correct the default as soon as possible. If Tenant does not stop or begin to correct a default within ten (10) days, Owner may give Tenant a second written notice that Tenant's rights under this Rider will end six (6) days after the date the second written notice is sent to Tenant. At the end of this six (6) day period, the provisions in this Rider will end and Owner immediately shall turn off Tenant's and qualified occupants' access cards. In addition to the foregoing, Owner shall have the right to ask a Court give the Owner such other relief as the Court can provide.
- C.** If Tenant does not pay the Amenities Fee when this Rider requires after a personal demand for the Amenities Fee has been made, or within fourteen (14) days after a statutory written demand for the Amenities Fee has been made, Owner shall immediately turn off Tenant's and qualified occupants' access cards. Additionally, Owner shall have the right to ask a Court give the Owner such other relief as the Court can provide.
- D.** If Tenant defaults under the Rider, Tenant consents to any process that may be served either personally, by facsimile or by certified or registered mail, return receipt requested, to Tenant at the Apartment, or in any manner provided by New York Law.
- E.** The rights under this Rider shall immediately be revoked by Owner at such time as the Tenant vacates the Apartment or the Apartment's Lease terminates or expires – without Owner commencing any legal action or proceeding.
- F.** Tenant shall not assign or sublet this Rider. In any such event, the Rider shall immediately be revoked by Owner.
- G.** Once this Rider has been ended, whether because of default or otherwise, Tenant gives up any right Tenant might otherwise have to reinstate or renew the Rider.

26. Notice

- A.** Notice to Tenant may be given by Owner, *at Owner's election*, by ordinary mail, by certified mail, certificate of mail or by hand delivery to the Apartment.
- B.** Notice to Owner must be given by certified mail, return receipt requested, at Owner/s address set forth above or such other address as Owner may designate in writing.
- C.** Any notice shall be deemed given on the date it is posted if mailing is used.

27. Surrender

- A.** Upon the expiration or earlier termination of this Rider, Tenant shall surrender all keys and/or access cards to the Amenities to the Owner.
- B.** Any expenses incurred by Owner for Tenant's failure to surrender the keys and/or access cards to the Owner upon expiration or earlier termination of this Rider, shall be charged to Tenant as additional rent under the Lease. Any attorney's fees and disbursements incurred as a result of legal action taken by Owner or its agents to enforce this Rider shall be charged to Tenant and shall be payable as additional rent pursuant to the Lease
- C.** If Tenant shall fail to surrender the keys and/or access cards upon the expiration or earlier termination of this Rider, Owner shall proceed as provided in ¶ 25.

28. This Rider shall constitute a Rider only and shall not be construed under any circumstances to constitute (a) any right, title, estate or interest in the Amenities or (b) a lease or a conveyance of personal or real property by Owner to Tenant. This Rider grants to Tenant only a personal privilege revocable by Owner on the terms set forth herein.

29. This Rider has been made under and shall be construed and interpreted under and in accordance with the laws of the State of New York without regard to principles of conflict of laws.

30. This Rider contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force and effect. The failure of either party to insist in any instance on strict performance of any covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition or option in any other instance. This Rider cannot be changed or terminated orally, and can be modified only in writing, executed by each party hereto.



3/27/2025
04:31 PM EDT

Alexander J. Eney (Tenant)

Date



3/27/2025
04:57 PM EDT

Samantha J. Lichtschein (Tenant)

Date

TO CONFIRM OUR AGREEMENTS, OWNER AND YOU RESPECTIVELY SIGN THIS LEASE AS OF THE DAY AND YEAR FIRST WRITTEN ON PAGE 1



Signed by Shanique Sealey

Tue Apr 1 2025 02:21:58 PM EDT

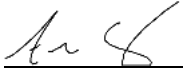
Key: 82D7FD94; IP Address: 147.185.156.82

(duly authorized agent)

Date

ATTORNMENr AGREEMENT

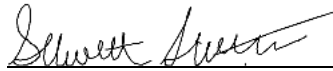
"Tenant agrees that in the event any proceedings are brought for the foreclosure of any mortgage or deed of trust or any deed in lieu thereof, to attorn to the purchaser or any successors thereto upon any such foreclosure sale or deed in lieu thereof as so requested to do so by such purchaser and to recognize such purchaser as the lessor under this Lease; Tenant shall, within five (5) days after request execute such further instruments or assurances as such purchaser may reasonably deem necessary to evidence or confirm such attornment."



3/27/2025
04:32 PM EDT

Alexander J. Eney (Tenant)

Date



3/27/2025
04:57 PM EDT

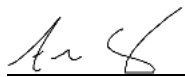
Samantha J. Lichtschein (Tenant)

Date

CHECKING ACCOUNT AUTOMATIC PAYMENT RIDER

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED MARCH 27, 2025 BETWEEN 685 1ST AVE LLC, (OWNER) AND ALEXANDER J. ENEY AND SAMANTHA J. LICHTSCHEIN (TENANT) REGARDING APARTMENT 19L IN THE PREMISES LOCATED AT 685 FIRST AVE, NEW YORK, NY 10016 (BUILDING). IN THE EVENT THAT THERE ARE ANY PROVISIONS CONTAINED IN THIS RIDER WHICH ARE INCONSISTENT WITH THE PROVISIONS CONTAINED IN THE MAIN BODY OF THE LEASE, IT SHALL BE DEEMED TO BE THE INTENT OF THE PARTIES HERETO THAT THE PROVISIONS CONTAINED IN THIS RIDER SUPERSEDE ANY INCONSISTENT PROVISIONS THEREIN SUCH THAT SAID LEASE IS DEEMED MODIFIED HEREBY.

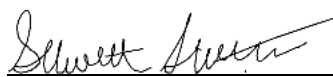
1. Owner is requiring tenants to pay their monthly rent via their checking account, which shall be done automatically, wherein Tenant's rent shall be deducted automatically on the first of every month.
2. In order to enroll in the Owner's automatic checking account rent payment program, Tenant must provide Owner with Tenant's bank account number and bank routing number.
3. It is understood by Tenant that because the rent payments will be deducted automatically from Tenant's checking account, in the event that Tenant's account is overdrawn, Tenant shall be responsible for all bank fees occurred as a result the account being overdrawn. Moreover, Tenant shall be responsible for all fees as outlined in the Lease as a result of Tenant's rent not being paid in full.
4. Tenant acknowledges having been informed as to the nature of the automatic checking account transaction process and that Owner reserves the right to modify or discontinue such option and that such decision shall rest solely in Owner's sole discretion.
5. This Rider shall be deemed to be incorporated into and is made a part of the Lease.



3/27/2025
04:32 PM EDT

Alexander J. Eney (Tenant)

Date



3/27/2025
04:57 PM EDT

Samantha J. Lichtschein (Tenant)

Date



Signed by Shanique Sealey

Tue Apr 1 2025 02:21:58 PM EDT

Key: 82D7FD94; IP Address: 147.185.156.82

(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): **Alexander J. Eney and Samantha J. Lichtschein**

Subject Premises: **685 1st Ave #19L, New York, NY 10016**

Apt.#: **19L**

Date of vacancy lease: **May 15, 2025**

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:

3/27/2025
04:33 PM EDT

Alexander J. Eney (Tenant)

Date

3/27/2025
04:57 PM EDT

Samantha J. Lichtschein (Tenant)

Date



Signed by Shanique Sealey

Tue Apr 1 2025 02:21:58 PM EDT

Key: 82D7FD94; IP Address: 147.185.156.82

(duly authorized agent)

Date

STOP BED BUGS SAFELY

WHAT ARE BED BUGS?

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

WHAT DOES A BED BUG BITE FEEL AND LOOK LIKE?

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

ARE BED BUGS DANGEROUS?

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

HOW DOES A HOME BECOME INFESTED WITH BED BUGS?

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

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

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

SHOULD I USE A PEST CONTROL COMPANY?

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

The pest control company should:

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

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

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

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

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



Actual size

Michael F. Potter, University of Kentucky ©2004

HOW CAN I GET RID OF BED BUGS?

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

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

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

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

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

3. Be very cautious about using pesticides yourself.

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

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

HOW CAN I KEEP BED BUGS OUT OF MY HOME?

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

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

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

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



Revised 12-08





FIRE SAFETY PLAN

I/We, **Alexander J. Eney and Samantha J. Lichtschein**, of Apartment **19L** located in the building known as **685 1st Ave, New York, NY 10016** have received a copy of the building's current Fire Safety Plan.

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.

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 was on 2/12/2025 and inspected on 2/12/2025.

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)).

Distributed by **685 1st Ave LLC** Date: **March 27, 2025**

Received by:

A handwritten signature in black ink, appearing to be "A. Eney".

3/27/2025
04:33 PM EDT

Alexander J. Eney (Received)

Date

A handwritten signature in black ink, appearing to be "S. Lichtschein".

3/27/2025
04:57 PM EDT

Samantha J. Lichtschein (Received)

Date

Copy of this form **MUST** be available for FDNY inspection.
Original **MUST** be returned to **685 1st Ave LLC**

FIRE SAFETY PLAN

PART I - BUILDING INFORMATION SECTION

BUILDING: **685 First Ave**

ADDRESS: **685 1st Ave, New York, NY 10016**

BUILDING OWNER/REPRESENTATIVE:

Name: **685 First Avenue LLC**

Address: **511 6th Avenue #7134, New York, NY, 10011**

Contact: **Wellington Cabrera** Telephone: **(646) 650-5292** Mobile: **(212) 986-1821**

BUILDING INFORMATION:

Year of Construction: **2019**

Type of Construction: **Non-Combustible**

Number of Floors: **43** Above Ground **2** Below Ground

Sprinkler System: **Yes**
Entire building, Including: Hallways, Stairwells, Dwelling units 556 units), Compactor chute (45-2, subcellar), Fitness center located on 2nd floor. Dry system in garage.

Fire Alarm: **Yes; Transmits Alarm to Fire Dept/Fire Alarm Co.**
Manual Pull Stations: One (1) manual fire alarm pull station located in main lobby east entrance desk

Public Address System: **Yes**
Location of Speakers: Stairwell, Dwelling Units

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

Type of Egress	Identification	Location	Leads to
Enclosed Stairway	"A"	Center Core	Sub-Cellar - Cellar, Mezzanine, 2nd - 43rd, Roof at PT1, PT1 "44th", PT2 "45th"
Enclosed Stairway	"B"	Center Core	Sub-Cellar - PT1 "44th" Roof
Enclosed Stairway	"C"	Rear of Building	Mezzanine - Westside Driveway
Enclosed Stairway	"D"	:	Mezzanine - Westside Driveway
Enclosed Stairway	"E"	North Side	Westside Driveway - 2nd Fl amenities
Enclosed Stairway	"F"	Southwest Side	West side Driveway - 2nd Fl pool room

Exits in the Building:

Other Information:

Main Fire E Lobby - Main Lobby
Stairway "A" connects to Stair "C" at Mezzanine Level and exits to Westside driveway
Stairway "B" has an exit in the lobby that leads to the street level Westside driveway exit
Stairway "D" connects to Stairways "A" & "E" at Mezz and exits to Westside driveway street level
Annunciator: Northwest Lobby condo
Annunciator: Southwest Lobby retail
Annunciator: Resident office manager - archives - sub cellar
Dry pipe system in compactor room feeds compactor and cellar level parking garage area
Purge system - manual
2 Retail spaces: South Side & North Side
Will transmit to building FCC
FDNY - vestibules from sub-cellar, cellar, 2nd floor - 43rd floor
Fire Department Connections (FDC) located on 1st floor
No storage of any kind is allowed in hallways or stairways. All fire exit doors and stair doors shall be kept in the closed position at all times. By order of Management, only U.L. approved holiday lighting may be used.

DATE PREPARED:

11/1/2022

FIRE SAFETY PLAN

PART II - FIRE EMERGENCY INFORMATION

BUILDING: 685 First Ave

ADDRESS: 685 1st Ave #19L, New York, NY 10016

THIS FIRE SAFETY PLAN IS INTENDED TO HELP YOU AND THE MEMBERS OF YOUR HOUSEHOLD PROTECT YOURSELVES IN THE EVENT OF FIRE. THIS FIRE SAFETY PLAN 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 PLAN 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,

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. 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 space 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 plan 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 plan 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.

Residential buildings are generally not required to have fire sprinkler systems. Some residential buildings are equipped with sprinkler systems, but only in compactor chutes and rooms or boiler rooms. All apartment buildings constructed or substantially renovated after March 1999 will be 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 plan 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 plan 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.

Be sure to review Part I (Building Information Section) of this fire safety plan 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 PLAN IS INTENDED TO ASSIST YOU IN SELECTING THE SAFEST COURSE OF ACTION IN SUCH AN EMERGENCY. PLEASE NOTE THAT NO FIRE SAFETY PLAN 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 risk 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 you 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.
7. If conditions in the apartment appear life-threatening, open a window and wave a towel or sheet to attract the attention of firefighters.
8. 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" BUILDINGS:

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.

FITNESS CENTER AGREEMENT

Rules and Regulations, described herein, are strictly in effect for the use of the Fitness Center, equipment and/or any part thereof, and shall be adhered to at all times by Resident and Guests of Resident (Guests defined as Guests, Visitors, Family, and Invitees of Resident).

1. Use of the Fitness Center is a Resident privilege which may be revoked at any time for any reason deemed by the Landlord at its sole discretion to be appropriate. Access and use of the equipment, machinery, fitness room and areas related to the Fitness Center are not an amenity for, or part of, the appurtenance to the rental of any apartment. Termination of the use of, and access to the same, shall not be or constitute a breach of any obligation on the part of the Landlord nor constitute grounds for reduction in rent.
2. The Resident will promptly report, in writing, any and all violations of the Rules and Regulations in the Fitness Center, in the area related thereto, and in the use of operation of machinery and equipment therein.
3. The Resident understands Landlord/Owner shall not provide any supervisor for the Fitness Center and that use of exercise equipment may be harmful to the Resident and/or Guest and that they shall not be counseled on the use or the advisability of the use of the equipment and machinery by any person acting on behalf of the Landlord/Owner. In the event any exercise programs, demonstrations, charts or schedules may be present or available in the Fitness Center or the area connected with it, Landlord/Owner shall not be responsible for them, their correctness or advisability or for any repercussions that may result from them.
4. A deposit for the entry key or FOB to the Fitness Center is not required. If the key or FOB is lost, stolen or not returned to Landlord at the time of move out, however, the replacement cost shall be **\$0.00** per key or FOB.
5. Resident hereby agrees to assume all responsibility and liability for any injury or damage arising out of the use of the Fitness Center by Resident, or Resident's invitees or guests. Resident hereby releases and holds Landlord harmless from any and all liability for such injury, loss or damage including legal fees and costs, if any.

Resident who has been permitted access to the Fitness Center, any area related thereto, or use of any exercise equipment or machinery is aware of the following:

- Guests must be accompanied by Resident at all times;
- No access permitted to Guests under the age of **fourteen (14) years** unless accompanied and supervised by an adult Resident;
- Guests not allowed access to Fitness Center without having first been informed of the strict provisions stated in the Fitness Center Agreement Rules and Regulations;
- Resident will not permit violation of any Rule or Regulation by any Guests;
- Use and access shall be limited to the hours posted (or ask your Landlord);
- Equipment and machinery shall be used only for its obvious purpose;
- There shall be no loud noise at any time in the room or in the area related to the Fitness Center;
- No smoking and/or consumption of alcohol at any time;
- There shall be no glass containers of any sort at any time in the Fitness Center;
- No removal of any equipment from the fitness room.



Alexander J. Eney (Resident)

3/27/2025
04:34 PM EDT

Date



Samantha J. Lichtschein (Resident)

3/27/2025
04:58 PM EDT

Date



Signed by Shanique Sealey

Tue Apr 1 2025 02:21:58 PM EDT

Key: 82D7FD94; IP Address: 147.185.156.82

(Landlord/Owner)

Date

The above signed Resident has read, understands and agrees to all Rules and Regulations of this Fitness Center Agreement and also agrees to, and hereby saves and holds harmless, the Landlord, Owner, Manager, their Agents, Employees, Representative and servants from and against any, and all loss, damages and injuries resulting from, or connected with, the use and/or the presence of Resident his Guests, Invitees, Family and Visitors in, or at the Fitness Center, the area connected therewith, and/or the machinery and equipment therein.

FLOOD HISTORY AND RISK LEASE RIDER/NOTICE TO RESIDENTIAL TENANTS

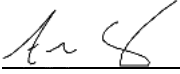
Pursuant to and in accordance with New York State Real Property Law Section 231-b, all residential leases shall provide notice of previous flood history and current flood risk of the leased premises.

The owner of **685 1st Ave, New York, NY 10016** Apt #**19L** ("Leased Premises") hereby provides such notice by checking one of the following options:

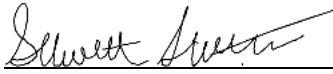
- ☐ Any or all of the Leased Premises is located wholly or partially in a Federal Emergency Management Agency ("FEMA") designated floodplain.
- ☐ Any or all of the Leased Premises is located wholly or partially in the Special Flood Hazard Area ("SFHA"; "100-year floodplain") according to FEMA's current 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.


Alexander J. Eney (Tenant) Date

3/27/2025
04:34 PM EDT


Samantha J. Lichtschein (Tenant) Date

3/27/2025
04:58 PM EDT


Signed by Shanique Sealey
Tue Apr 1 2025 02:21:58 PM EDT
Key: 82D7FD94; IP Address: 147.185.156.82
(duly authorized agent) Date

(6/2023)

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

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

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

Tenants should:

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

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

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

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



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nyc.gov/health



"healthy neighborhoods"



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**.



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nyc.gov/health



"healthy neighborhoods"



Department of
Health & Mental
Hygiene

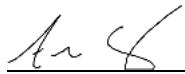
Department of
Housing Preservation
& Development

LEASE RENEWAL RESPONSE RIDER

This Lease Renewal Response Rider (hereinafter this "Rider") is attached to and forms a part of the lease between **685 1st Ave LLC** ("Landlord") and **Alexander J. Eney and Samantha J. Lichtschein** ("Tenant"), which lease (hereinafter the "Lease") was originally made as of or extended as of **May 15, 2025** and is for Apartment **19L** (the "Apartment") in the building located at **685 First Ave, New York, NY 10016**.

It is understood that unless otherwise required by law, Landlord has no obligation to offer to renew or extend the Lease for the Apartment. Landlord may, in its sole discretion, offer to renew or extend the Lease on such terms and conditions and for such rental amount as Landlord determines. In the event that Landlord offers to renew or extend the Lease, it is important that Tenant promptly inform Landlord of Tenant's decision to accept or not accept such offer. Therefore, Tenant agrees to respond to Landlord in writing within thirty (30) days of such offer, by either accepting or declining Landlord's offer. In the event that Tenant fails to respond to Landlord's offer within thirty (30) days thereof, the offer will be deemed rescinded, and if Tenant later seeks to enter into a renewal or extension of the Lease and Landlord agrees to it, Landlord may charge Tenant an administrative fee equal to one (1) month's rent at the rental rate that would be in effect for the first month of the renewal or extended lease term and it is agreed that such administrative fee will not be considered rent or applied to rent.

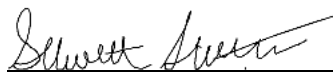
Nothing in this Rider implies that Landlord will offer to renew or extend the Lease or obligates Landlord to do so.



3/27/2025
04:34 PM EDT

Alexander J. Eney (Tenant)

Date



3/27/2025
04:58 PM EDT

Samantha J. Lichtschein (Tenant)

Date



Signed by Shanique Sealey

Tue Apr 1 2025 02:21:58 PM EDT

Key: 82D7FD94; IP Address: 147.185.156.82

(duly authorized agent)

Date

NOTICE TO TENANT OF APPLICABILITY OR INAPPLICABILITY OF THE NEW YORK STATE GOOD CAUSE EVICTION LAW

This notice from your landlord serves to inform you of whether or not your unit/apartment/home is covered by the New York State Good Cause Eviction Law (Article 6-A of the Real Property Law) and, if applicable, the reason permitted under the New York State Good Cause Eviction Law that your landlord is not renewing your lease. Even if your apartment is not protected by Article 6-A, known as the New York State Good Cause Eviction Law, you may have other rights under other local, state, or federal laws and regulations concerning rents and evictions. This notice, which your landlord is required to fill out and give to you, does not constitute legal advice. You may wish to consult a lawyer if you have any questions about your rights under the New York State Good Cause Eviction Law or about this notice.

The sending of this notice does not vitiate any prior litigation notices or pleading served upon you, nor does the sending of this notice serve to revive or reinstate any previously terminated tenancy. The word "tenant" as recited in the notice is solely for identification purposes and not a statement of legal status. No admissions or concessions of an owner right or remedy may be construed from the text or sending of this notice.

NOTICE (THIS SHOULD BE FILLED OUT BY YOUR LANDLORD)

UNIT INFORMATION
STREET: 685 1st Ave
UNIT OR APARTMENT NUMBER: 19L
CITY/TOWN/VILLAGE: New York
STATE: NY
ZIP CODE: 10016

1. IS THIS UNIT SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW? (PLEASE MARK APPLICABLE ANSWER)

- ☐ YES
☒ NO

2. IF THE UNIT IS EXEMPT FROM ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, WHY IS IT EXEMPT FROM THAT LAW? (PLEASE MARK ALL APPLICABLE EXEMPTIONS)

- A. Village/Town/City outside of New York City has not adopted good cause eviction under section 213 of the Real Property Law;
- B. Unit is owned by a "small landlord," as defined in subdivision 3 of section 211 of the Real Property Law, who owns no more than 10 units for small landlords located in New York City or the number of units established as the maximum amount a "small landlord" can own in the state by a local law of a village, town, or city, other than New York City, adopting the provisions of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, or no more than 10 units, as applicable. In connection with any eviction proceeding in which the landlord claims an exemption from the provisions of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, on the basis of being a small landlord, the landlord shall provide to the tenant or tenants subject to the proceeding the name of each natural person who owns or is a beneficial owner of, directly or indirectly, in whole or in part, the housing accommodation at issue in the proceeding, the number of units owned, jointly or separately, by each such natural person owner, and the addresses of any such units, excluding each natural person owner's principal residence. If the landlord is an entity, organized under the laws of this state or of any other jurisdiction, then such landlord shall provide to the tenant or tenants subject to the proceeding the name of each natural person with a direct or indirect ownership interest in such entity or any affiliated entity, the number of units owned, jointly or separately, by each such natural person owner, and the addresses of any such units, excluding each natural person owner's principal residence (exemption under subdivision 1 of section 214 of the Real Property Law);
- C. Unit is located in an owner-occupied housing accommodation with no more than 10 units (exemption under subdivision 2 of section 214 of the Real Property Law);
- D. Unit is subject to regulation of rents or evictions pursuant to local, state, or federal law (exemption under subdivision 5

of section 214 of the Real Property Law);

- E. Unit must be affordable to tenants at a specific income level pursuant to statute, regulation, restrictive declaration, or pursuant to a regulatory agreement with a local, state, or federal government entity (exemption under subdivision 6 of section 214 of the Real Property Law);
 - F. Unit is on or within a housing accommodation owned as a condominium or cooperative, or unit is on or within a housing accommodation subject to an offering plan submitted to the office of the attorney general (exemption under subdivision 7 of section 214 of the Real Property Law);
 - G. Unit is in a housing accommodation that was issued a temporary or permanent certificate of occupancy within the past 30 years (only if building received the certificate on or after January 1st, 2009) (exemption under subdivision 8 of section 214 of the Real Property Law);
 - H. Unit is a seasonal use dwelling unit under subdivisions 4 and 5 of section 7-108 of the General Obligations Law (exemption under subdivision 9 of section 214 of the Real Property Law) ;
 - I. Unit is in a hospital as defined in subdivision 1 of section 2801 of the Public Health Law, continuing care retirement community licensed pursuant to Article 46 or 46-A of the Public Health Law, assisted living residence licensed pursuant to Article 46-B of the Public Health Law, adult care facility licensed pursuant to Article 7 of the Social Services Law, senior residential community that has submitted an offering plan to the attorney general, or not-for-profit independent retirement community that offers personal emergency response, housekeeping, transportation and meals to their residents (exemption under subdivision 10 of section 214 of the Real Property Law);
 - J. Unit is a manufactured home located on or in a manufactured home park as defined in section 233 of the Real Property Law (exemption under subdivision 11 of section 214 of the Real Property Law);
 - K. Unit is a hotel room or other transient use covered by the definition of a class B multiple dwelling under subdivision 9 of section 4 of the Multiple Dwelling Law (exemption under subdivision 12 of section 214 of the Real Property Law);
 - L. Unit is a dormitory owned and operated by an institution of higher education or a school (exemption under subdivision 13 of section 214 of the Real Property Law);
 - M. Unit is within and for use by a religious facility or institution (exemption under subdivision 14 of section 214 of the Real Property Law);
 - N. Unit has a monthly rent that is greater than the percent of fair market rent established in a local law of a village, town, or city, other than New York City, adopting the provisions of Article 6-A of the Real Property Law, known as the New York Good Cause Eviction Law, or 245 percent of the fair market rent, as applicable. Fair market rent refers to the figure published by the United States Department of Housing and Urban Development, for the county in which the housing accommodation is located, as shall be published by the Division of Housing and Community Renewal no later than August 1st in any given year. The Division of Housing and Community Renewal shall publish the fair market rent and 245 percent of the fair market rent for each unit type for which such fair market rent is published by the United States Department of Housing and Urban Development for each county in New York State in the annual publication required pursuant to subdivision 7 of section 211 of the Real Property Law (exemption under subdivision 15 of section 214 of the Real Property Law);
3. **IF THIS UNIT IS SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, AND THIS NOTICE SERVES TO INFORM A TENANT THAT THE LANDLORD IS INCREASING THE RENT ABOVE THE THRESHOLD FOR PRESUMPTIVELY UNREASONABLE RENT INCREASES, WHAT IS THE LANDLORD'S JUSTIFICATION FOR INCREASING THE RENT ABOVE THE THRESHOLD FOR PRESUMPTIVELY UNREASONABLE RENT INCREASES? (A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published not later than August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent.)**

(PLEASE MARK AND FILL OUT THE APPLICABLE RESPONSE)

- A. The rent is not being increased above the threshold for presumptively unreasonable rent increases described above:
- B. The rent is being increased above the threshold for presumptively unreasonable rent increases described above:

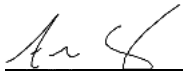
B-1: If the rent is being increased above the threshold for presumptively unreasonable rent increases described above, what is the justification for the increase:

4. **IF THIS UNIT IS SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE**

GOOD CAUSE EVICTION LAW, AND THIS NOTICE SERVES TO INFORM A TENANT THAT THE LANDLORD IS NOT RENEWING A LEASE, WHAT IS THE GOOD CAUSE FOR NOT RENEWING THE LEASE? (PLEASE MARK ALL APPLICABLE REASONS)

- A. This unit is exempt from Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, for the reasons stated in response to question 2, above (IF THIS ANSWER IS CHECKED, NO OTHER ANSWERS TO THIS QUESTION SHOULD BE CHECKED):
- B. The tenant is receiving this notice in connection with a first lease or a renewal lease, so the landlord does not need to check any of the lawful reasons listed below for not renewing a lease under Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law (IF THIS ANSWER IS CHECKED, NO OTHER ANSWERS TO THIS QUESTION SHOULD BE CHECKED):
- C. The landlord is not renewing the lease because the unit is sublet and the sublessor seeks in good faith to recover possession of the unit for their own personal use and occupancy (exemption under subdivision 3 of section 214 of the Real Property Law):
- D. The landlord is not renewing the lease because the possession, use or occupancy of the unit is solely incident to employment and the employment is being or has been lawfully terminated (exemption under subdivision 4 of section 214 of the Real Property Law):
- E. The landlord is not renewing the lease because the tenant has failed to pay rent due and owing, and the rent due or owing, or any part there- of, did not result from a rent increase which is unreasonable. A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published not later than August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent (good cause for eviction under paragraph a of subdivision 1 of section 216 of the Real Property Law):
- F. The landlord is not renewing the lease because the tenant is violating a substantial obligation of their tenancy or breaching any of the landlord's rules and regulations governing the premises, other than the obligation to surrender possession of the premises, and the tenant has failed to cure the violation after written notice that the violation must cease within 10 days of receipt of the written notice. For this good cause to apply, the obligation the tenant violated cannot be an obligation that was imposed for the purpose of circumventing the intent of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law. The landlord's rules or regulations that the tenant has violated also must be reasonable and have been accepted in writing by the tenant or made a part of the lease at the beginning of the lease term (good cause for eviction under paragraph b of subdivision 1 of section 216 of the Real Property Law):
- G. The landlord is not renewing the lease because the tenant is either (a) committing or permitting a nuisance on the unit or the premises; (b) maliciously or grossly negligently causing substantial damage to the unit or the premises; (c) interfering with the landlord's, another tenant's, or occupants of the same or an adjacent building or structure's comfort and safety (good cause for eviction under paragraph c of subdivision 1 of section 216 of the Real Property Law):
- H. The landlord is not renewing the lease because the tenant's occupancy of the unit violates law and the landlord is subject to civil or criminal penalties for continuing to let the tenant occupy the unit. For this good cause to apply, a state or municipal agency having jurisdiction must have issued an order requiring the tenant to vacate the unit. No tenant shall be removed from possession of a unit on this basis unless the court finds that the cure of the violation of law requires the removal of the tenant and that the landlord did not, through neglect or deliberate action or failure to act, create the condition necessitating the vacate order. If the landlord does not try to cure the conditions causing the violation of the law, the tenant has the right to pay or secure payment, in a manner satisfactory to the court, to cure the violation. Any tenant expenditures to cure the violation shall be applied against rent owed to the landlord. Even if removal of a tenant is absolutely essential to the tenant's health and safety, the tenant shall be entitled to resume possession at such time as the dangerous conditions have been removed. The tenant also retains the right to bring an action for monetary damages against the landlord or to otherwise compel the landlord to comply with all applicable state or municipal housing codes (good cause for eviction under paragraph d of subdivision 1 of section 216 of the Real Property Law):
- I. The landlord is not renewing the lease because the tenant is using or permitting the unit or premises to be used for an illegal purpose (good cause for eviction under paragraph e of subdivision 1 of section 216 of the Real Property Law):
- J. The landlord is not renewing the lease because the tenant has unreasonably refused the landlord access to the unit for the purposes of making necessary repairs or improvements required by law or for the purposes of showing the premises to a prospective purchaser, mortgagee, or other person with a legitimate interest in the premises (good cause for eviction under paragraph f of subdivision 1 of section 216 of the Real Property Law):

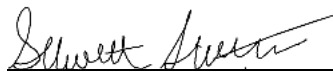
- K.** The landlord is not renewing the lease because the landlord seeks in good faith to recover possession of the unit for the landlord's personal use and occupancy as the landlord's principal residence, or for the personal use and occupancy as a principal residence by the landlord's spouse, domestic partner, child, stepchild, parent, step-parent, sibling, grandparent, grandchild, parent-in-law, or sibling-in-law. The landlord can only recover the unit for these purposes if there is no other suitable housing accommodation in the building that is available. Under no circumstances can the landlord recover the unit for these purposes if the tenant is (a) 65 years old or older; or (b) a "disabled person" as defined in subdivision 6 of section 211 of the Real Property Law. To establish this good cause in an eviction proceeding, the landlord must establish good faith to recover possession of a housing accommodation for the uses described herein by clear and convincing evidence (good cause for eviction under paragraph g of subdivision 1 of section 216 of the Real Property Law);
- L.** The landlord is not renewing the lease because the landlord in good faith seeks to demolish the housing accommodation. To establish this good cause in an eviction proceeding, the landlord must establish good faith to demolish the housing accommodation by clear and convincing evidence (good cause for eviction under paragraph h of subdivision 1 of section 216 of the Real Property Law):
- M.** The landlord is not renewing the lease because the landlord seeks in good faith to withdraw the unit from the housing rental market. To establish this good cause in an eviction proceeding, the landlord must establish good faith to withdraw the unit from the rental housing market by clear and convincing evidence (good cause for eviction under paragraph i of subdivision 1 of section 216 of the Real Property Law):
- N.** The landlord is not renewing the lease because the tenant has failed to agree to reasonable changes at lease renewal, including reasonable increases in rent, and the landlord gave written notice of the changes to the lease to the tenant at least 30 days, but no more than 90 days, before the current lease expired. A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published by August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent (good cause for eviction under paragraph j of subdivision 1 of section 216 of the Real Property Law):



Alexander J. Eney (Tenant)

3/27/2025
04:35 PM EDT

Date



Samantha J. Lichtschein (Tenant)

3/27/2025
04:58 PM EDT

Date

Section 12-12.1 of Chapter 12 of Title 28 of the Rules of the City of New York describes conditions under which a combined notice may be used, combining notice of suspected gas leak procedures with notice for smoke detectors and carbon monoxide detectors. A sample of a combined notice is below:

NOTICE FOR SUSPECTED GAS LEAKS, SMOKE DETECTING DEVICES, AND CARBON MONOXIDE ALARMS

The law requires the owner of the premises to notify tenants regarding the following:

Suspected Gas Leak Procedure: When a tenant suspects that a gas leak has occurred, the tenant 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 **(800) 752-6633**

Smoke Detectors: The law requires the owner of the premises to provide and install one or more approved and operational smoke detectors in each apartment and to periodically replace such devices upon the expiration of their useful life in accordance with article 312 of chapter 3 of title 28 of the New York City Administrative Code. The tenant of each apartment is responsible for the maintenance and repair of the detectors installed in the apartment and for replacing any or all detectors which are stolen, removed, missing or become inoperable during the occupancy of the apartment with a device meeting the requirements of article 312 of chapter 3 of title 28 of the Administrative Code, unless a detector becomes inoperable within one year of being installed due to a manufacturing defect. The tenant of each apartment in this building in which a battery-operated smoke detector is provided and installed shall pay the owner a maximum of twenty-five dollars or a maximum of fifty dollars where a combined smoke and carbon monoxide detecting device is installed for the cost of providing and installing each detector. The tenant has one (1) year from the date of installation to make such payment to the owner.

Carbon Monoxide Detectors: The law requires the owner of the premises to provide a carbon monoxide alarm in each apartment in this building. The carbon monoxide alarm must be placed within 15 feet of the primary entrance to each sleeping room, must be equipped with an end of life alarm, and must be periodically replaced by the owner as necessary when the suggested useful life of the alarm expires. Tenants are responsible for the maintenance and repair of the alarms installed in the apartment and for replacing any or all alarms that are stolen, removed, missing, or become inoperable during the occupancy of the apartment, unless an alarm becomes inoperable within one year of being installed due to a manufacturing defect. The occupant of each apartment in which a carbon monoxide alarm is provided and installed must pay the owner **\$25.00** per alarm, or a maximum of **\$50.00** per device where a combined smoke and carbon monoxide detecting device is installed. This fee covers the cost of the work for the initial installation and each periodic replacement. The occupant has one year from the date of installation to pay the owner.

MEDIA SERVICE AND AMENITY ADDENDUM

This Addendum is made a part of the Residential Lease Agreement (the "**Lease**") by and between the Lessee and Lessor set forth below, effective as of **May 15, 2025** (the "**Addendum Date**"). This Addendum shall remain in effect for so long as the Lease is in effect.

Lessee:		Lessor:	
Alexander J. Eney and Samantha J. Lichtschein		685 First Ave	
685 1st Ave, Unit # 19L		685 First Ave	
New York, NY, 10016		New York, NY, 10016	
Start Date of Lease	May 15, 2025	Contact Name	Onboard
End Date of Lease	July 14, 2026	Contact Telephone	+1 (585) 632-7844
Monthly Amenity Fee	\$70.00	Contact Email	info@onboardtoday.com

Background

Lessor has arranged for third party service providers ("**Service Providers**") to make available certain amenities and services to residents at the Property. Lessee will receive the amenities identified below on the following terms.

1. Standard Amenities.

- a. Service Providers will provide the following services to Lessee's unit at the Property (the "**Standard Amenities**").

**[High Speed Internet: Spectrum "Ultra" Up to 500 Mbps, Provided by Spectrum, Equipment Included
Access to TV streaming: Spectrum "Essentials" TV up to 70+ channels with access to streaming
app.]**

- b. Lessee shall pay the monthly amenity fee stated above to Lessor (paid in advance), in addition to rent and any other amounts due under the Lease, which amount shall be due at the same time and on the same terms as Lessee's rent payment. Partial months may be pro-rated based on move-in/out date or start of service date.
- c. If Lessee does not pay the amenity fee when due and payable hereunder, such default may result in a discontinuance of Standard Amenities.
- d. Lessee acknowledges that Lessor works with third party Service Providers and does not provide the Standard Amenities. As a result, Lessor does not offer credits to Lessee for any service outage or disruption or if the Standard Amenities are unavailable for any reason. Lessee will be required to contact the Service Providers directly to inquire about any service credits or to report service issues.

2. **Optional Amenities.** Lessee may contact Service Providers directly to purchase additional, upgraded services from Service Providers. Service Providers will bill Lessee separately for any fees for purchased additional services. Lessee will not pay Lessor for any additional services.

3. Terms of Use.

- a. Lessee must contact **[onboardtoday.com/685firstavenue or +1 (585) 632-7844]** to setup an account in order to receive the Standard Amenities.
- b. Lessee's use of the Standard Amenities and any additional services purchased is subject to Service Providers' standard terms and conditions.

4. Installation and Support of Services.

- a. Lessee is responsible for obtaining the necessary equipment to access the Standard Amenities services and returning equipment to Service Providers upon move-out.
- b. Lessee understands that the Lessor does not provide end user support for such service and Lessee is to report any service problems with the Standard Amenities or additional services directly to the Service Provider **onboardtoday.com/685firstavenue or +1 (585) 632-7844**

Other than as set forth in this Addendum, all of the terms and conditions of the Lease shall remain unamended and in full force and effect. This Addendum shall remain in effect for the same duration as the Lease. To the extent the terms of this Addendum conflicts with the Lease, this Addendum shall control.

Intentionally omitted, signatures to follow.



3/27/2025
04:35 PM EDT

Alexander J. Eney (Tenant)

Date



3/27/2025
04:59 PM EDT

Samantha J. Lichtschein (Tenant)

Date

Signed by Shanique Sealey
Tue Apr 1 2025 02:21:58 PM EDT
Key: 82D7FD94; IP Address: 147.185.156.82

(duly authorized agent)

Date

7783000.v1

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED MARCH 27, 2025 BETWEEN 685 1ST AVE LLC (OWNER) AND ALEXANDER J. ENEY AND SAMANTHA J. LICHTSCHEIN (TENANT) REGARDING APARTMENT 19L (APARTMENT) IN THE PREMISES LOCATED AT 685 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



3/27/2025

04:35 PM EDT

Alexander J. Eney (Tenant)

Date



3/27/2025

04:59 PM EDT

Samantha J. Lichtschein (Tenant)

Date



Signed by Shanique Sealey

Tue Apr 1 2025 02:21:58 PM EDT

Key: 82D7FD94; IP Address: 147.185.156.82

(duly authorized agent)

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.

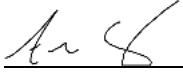
Resident Name: **Alexander J. Eney and Samantha J. Lichtschein**

Building Address: **685 First Ave, New York, NY 10016**

Apt Number: **19L**

PET DESCRIPTION

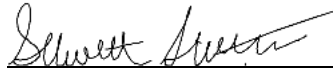
By completing and signing this pet application form, I /We certify that all the information provided is accurate.



3/27/2025
04:36 PM EDT

Alexander J. Eney (Tenant)

Date



3/27/2025
04:59 PM EDT

Samantha J. Lichtschein (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.

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) 863-1441** or **(646) 863-1441**, or by e-mailing management@gomgmt.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.*

TENANT LEASE ABSTRACT

RESIDENT INFORMATION					
Tenant: Alexander J. Eney			DOB: 6/14/1987	SSN: ***_**_****	
Address: 9 Kilmer Road, Larchmont, NY 10538 - US			Email: alexandereney@gmail.com		
Office Phone:	Home Phone: (914) 659 - 6277	Cell Phone:	Alternate Phone:	Fax:	
Tenant: Samantha J. Lichtschein			DOB: 5/20/1993	SSN: ***_**_****	
Address: 365 Bond Street Apt. B222, Brooklyn, NY 11231 - US			Email: samie103@gmail.com		
Office Phone:	Home Phone: (786) 200 - 2034	Cell Phone:	Alternate Phone:	Fax:	
EMERGENCY CONTACT					
NAME Samantha Lichtschein	ADDRESS 365 Bond Street, B222		PHONE (786) 200 - 2034	RELATIONSHIP wife	
NAME Alex Eney	ADDRESS 9 Kilmer Road		PHONE (914) 659 - 6277	RELATIONSHIP husband	
Unit Address: 685 1st Ave #19L, New York, NY 10016					
PROPERTY INFO					
Lease Type: Non-Stabilized Lease		Property: 685 First Ave			
Unit #: 19L		Unit Type: 685 1st Ave LLC 1 Bed 1 Bath - a3			
LATE FEES					
Base Amount: \$50.00		Grace Period: 6 days			
LEASE TYPE					
Lease Type: ☒ New Lease ☐ Unit Transfer ☐ Lease Assignment		Check the box below if this is a Unit Transfer: ☐ Transfer from _____ to 685 1st Ave #19L, New York, NY 10016			
LEASE INFORMATION					
Asking/Previous Rent	Actual Rent \$6,550.00	Prorated 1st Rent \$ 3,592.00	Sec. Dep. \$ 1,500.00	Early Occupancy	EO Free Y/N
Concession					
Total Concession (\$) \$0.00			Early Termination		
Lease Term 1 year and 2 months			Lease Sign Date	Move In Date May 15, 2025	
Lease From May 15, 2025	Lease To July 14, 2026		Rent Comm. Date May 15, 2025	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

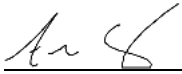
(Asset Manager)

Date

RIDER

RIDER TO AND FORMING PART OF A LEASE COMMENCING MARCH 27, 2025 BETWEEN 685 1ST AVE LLC, AS LANDLORD ["Landlord"] and ALEXANDER J. ENEY AND SAMANTHA J. LICHTSCHEIN, AS TENANT(S) ["Tenant(s)"] FOR APARTMENT 19L, AT THE BUILDING KNOWN AS AND LOCATED AT 685 1ST AVE, NEW YORK, NY 10016.

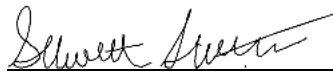
1. The parties confirm that this lease is subject to approval of the 685 First Avenue Condominium Board. Pursuant to the Article 78 of the Tower By-Laws, the Landlord is required to submit a fully executed copy of this lease, along with a Notice of Intention to lease the apartment, and the Board shall have twenty (20) days to review the Notice and Lease. In the event the Board does not permit the Lease to go proceed, this Lease shall be void and of no effect.
2. The parties confirm that the attached Tower rules and regulations are a part of this Lease, and Tenant's conduct within the apartment and the building as a whole shall be governed by those rules and regulations.



3/27/2025
04:37 PM EDT

Alexander J. Eney (Tenant)

Date



3/27/2025
04:59 PM EDT

Samantha J. Lichtschein (Tenant)

Date



Signed by Shanique Sealey

Tue Apr 1 2025 02:21:58 PM EDT

Key: 82D7FD94; IP Address: 147.185.156.82

(duly authorized agent)

Date

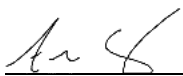
ANNUAL NOTICE REGARDING INSTALLATION OF STOVE KNOB COVERS

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 May 15, 2025:

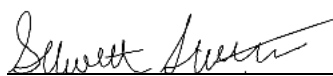
- ☐ **YES**, I want stove knob covers or replacement stove knob covers for my stove, and I have a child under age six residing in my apartment.
- ☐ **YES**, I want stove knob covers or replacement stove knob covers for my stove, even though I do not have a child under age six residing in my apartment.
- ☐ **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.



Alexander J. Eney (Tenant)

3/27/2025
04:37 PM EDT

Date



Samantha J. Lichtschein (Tenant)

3/27/2025
04:59 PM EDT

Date

Print Name, Address, and Apartment Number:

Alexander J. Eney and Samantha J. Lichtschein
685 1st Ave #19L, New York, NY 10016

Return this form to (Owner address):

685 First Ave, New York, NY 10016



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: 685 1st Ave #19L, New York, NY 10016

Alexander J. Eney (Tenant)

3/27/2025
04:37 PM EDT

Date

Samantha J. Lichtschein (Tenant)

3/27/2025
05:00 PM EDT

Date

RETURN THIS FORM TO:

685 1st Ave LLC
685 First Ave
New York, NY 10016

FOR FURTHER INFORMATION CALL:
Window Falls Prevention Program (212) 676-2162

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, **685 1st Ave 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.



Signed by Shanique Sealey

Tue Apr 1 2025 02:21:58 PM EDT

Key: 82D7FD94; IP Address: 147.185.156.82

(duly authorized agent)

Date

Local Law 1 - NYC Lead Poisoning Prevention Law Information for Tenants

The text below is a printer-friendly version of the New York City Department of Health and Mental Hygiene (DOHMH) brochure for tenants entitled, "Fix Lead Paint". For additional information on lead poisoning, go to www.nyc/lead or call 311.

Fix Lead Paint Hazards:

What Landlords Must Do and Every Tenant Should Know

Lead Can Cause Learning Problems

Lead is a poison often found in old paint. Peeling lead paint is the most common cause of lead poisoning in young children. Lead dust from peeling paint can land on window sills, floors, and toys. When children play on the floor and put their hands and toys in their mouths, they can swallow lead dust.

Preventing Lead Poisoning: What the Law Requires

In New York City, Local Law 1 of 2004 requires landlords to identify and fix lead paint hazards in the apartments of young children. This law applies to your apartment if:

- The building was built before 1960 (or between 1960 and 1978 if the owner knows that the building has lead paint), and
- The building has 3 or more apartments, and
- A child under the age of 6 lives in your apartment.

What Are Lead Paint Hazards?

- Dust from lead paint.
- Peeling or damaged lead paint.
- Lead paint on:
 - Crumbling plaster or rotted wood.
 - Doors and windows that stick or rub together.
 - Window sills and any other surfaces that have been chewed on by children.

Things Landlords Must Do

- In buildings covered by Local Law 1, landlords must find out if any children younger than 6 years live in the building and inspect those apartments for lead paint hazards **every year**.
- Landlords must use safe work practices and trained workers when fixing lead paint hazards and when doing general repair work that disturbs lead paint.
- Local Law 1 requires landlords to use firms certified by the U.S. Environmental Protection Agency when disturbing more than 100 square feet of lead paint, replacing windows, or fixing violations issued by the New York City Department of Housing Preservation and Development (HPD).
- Landlords must repair lead paint hazards **before** a new tenant moves into an apartment.
- Landlords must keep records of all notices, inspections, repairs of lead paint hazards, and other matters related to the law. HPD may ask the landlord for copies of this paperwork.



Before repair work begins, landlords must make sure that trained workers:



Local Law 1 - NYC Lead Poisoning Prevention Law Information for Tenants

- Post warning signs outside the work area.
- Tell tenants to stay out of the work area.
- Clean the work area with wet mops or HEPA vacuums.
- Remove all items that can be moved from the work area.
- Cover furniture that cannot be moved.
- Seal floors, doors, and other openings with plastic and waterproof tape.



While repair work is going on, landlords must make sure trained workers clean the work area every day with wet mops and HEPA vacuums.

Landlords and contractors must NEVER dry-scrape or dry-sand lead paint.

After repair work is finished, landlords must:

- Hire only trained workers to clean the work area with wet mops and HEPA vacuums.
- Hire a company or individual trained to take "clearance dust wipes" to make sure lead dust levels are below: 40 mcg/sf for floors, 250 mcg/sf for window sills, and 400 mcg/sf for window wells (mcg/sf = micrograms of lead per square foot). If levels are higher, clean-up must be repeated and the dust wipes taken again.
- Give a copy of clearance dust wipe results to the tenant.

Things Tenants Must Do

- Tenants must fill out and return the ANNUAL NOTICE form they receive each year from their landlord. This form tells your landlord if any children younger than 6 years live in your apartment.
- Wash floors, window sills, hands, toys, and pacifiers often.
- Remind your doctor to test your child for lead poisoning at ages 1 and 2. Ask the doctor about testing older children.
- If a child younger than 6 comes to live with you during the year or if you have a baby, you must notify your landlord in writing.

Tenants should also:

- Report peeling paint in your apartment to your landlord.
- Call 311 if your landlord does not fix peeling paint or if you think repair work is being done unsafely.

Call 311 to



- **Report unsafe work practices.**
- **Learn more about how to prevent lead poisoning.**
- **Find out where to get your child tested for lead poisoning, and for diagnosis and treatment information.**
- **Order more copies of this brochure or other materials on lead poisoning prevention.**

Owners of multiple dwellings (3 or more apartments) must give this brochure to tenants when they sign a lease or move into an apartment if the multiple dwelling was built before 1960, or was built between 1960 and 1978 if the owner knows that the building has lead paint. This brochure contains basic information about Local Law 1 of 2004 and is provided for your convenience only. For a copy of the law and applicable rules go to nyc.gov/hpd.

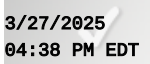
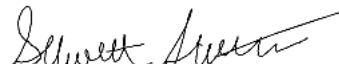
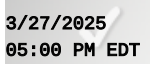
Form W-9 (Rev. March 2024) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give form to the requester. Do not send to the IRS.
Before you begin. For guidance related 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.) Alexander J. Eney	
	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. 685 1st Ave #19L	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><td>0 8 6 7 6 0 2 0 1</td></tr><tr><td>or</td><td></td></tr><tr><td>Employer identification number</td><td></td></tr></table>		Social security number	0 8 6 7 6 0 2 0 1	or		Employer identification number	
Social security number	0 8 6 7 6 0 2 0 1						
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 ▶
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 Alexander J. Eney (Tenant)	 Date	 Samantha J. Lichtschein (Tenant)	 Date
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