

July 15, 2025

Dear Michael Borsellino and Jennifer Thomas:

We would like to thank you for your interest in leasing an apartment at **1975 MADISON**. At this time, your lease application has been processed. Please review the following lease terms:

Apartment: **1975 MADISON AVE #805, New York, NY 10035**
 Rent: **\$6,325.00**
 Term: **2 years, 0 months and 0 days**
 Lease Dates: **November 1, 2025 to October 31, 2027**
 Other: Early Occupancy Beginning **September 1, 2025**
 Other: 6 Months waived Amenities

Note that no lease is binding until counter-signed by Owner. Approval is subject to our receipt of the following executed original documents together with the payments set forth below **within 24**:

- | | |
|--|---|
| 1) Welcome Letter | 2) Tenant Contact Worksheet |
| 3) Fire Safety Plan | 4) Amenity Agreement |
| 5) Amenity Agreement - Temporary Concession | 6) Bedbug Infestation History Disclosure |
| 7) Bedbug Pamphlet | 8) Class Action Waiver |
| 9) Construction Rider | 10) Early Occupancy |
| 11) Fair Chance Housing Notice | 12) Gas Leak Notice |
| 13) Holdover Rider | 14) Indoor Allergen Tenant Pamphlet |
| 15) Lease Application and Move-In Procedures | 16) Market Rider - E-Bicycles E-Scooters and Hoverboards |
| 17) NYC Recycling Notice | 18) New York State Good Cause Eviction Notice |
| 19) Non Smoking Rider | 20) Notice Of Reasonable Accommodations For Persons With Disabilities |
| 21) Notice of 421-a (16) Apartment Market Rate Threshold Exemption | 22) Notice to Residential Electric Utility Customer |
| 23) Pet Rider | 24) Policy on Smoking for Residential Building |
| 25) Smoke Detector Rider | 26) Sprinkler Disclosure Lease Rider |
| 27) W-8 / W-9 | 28) Washer/Dryer Rider |
| 29) Window Guards | 30) Indoor Allergen Hazard Notice |
| 31) Exhibit A - Memorandum Confirming Term | 32) Exhibit B - Rules and Regulations |
| 33) Standard Form of Apartment Lease | |

- 34) Payment in the form of certified check, bank check or money order for the following: **\$6,325.00** representing the first month's rent payable to **Harlem Multi One, LLC** and a separate check for **\$0.00** representing the security deposit payable to **Harlem Multi One, LLC**.

Please do not mark up, strike through any portion, or write in the margins of the lease forms.

Sincerely,

1975 MADISON

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1975 MADISON

RESIDENTIAL CURRENT OCCUPANT INFORMATION

PROPERTY 1975 MADISON	UNIT 1975 MADISON AVE #805, New York, NY 10035
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Tenant Information:

TENANT Michael Borsellino	DATE OF BIRTH	SSN ***_**_****
HOME PHONE	WORK PHONE	CELL PHONE ()
EMAIL ADDRESS 1975madisonmgr@pinnacleliving.com		
EMERGENCY CONTACT		PHONE
TENANT Jennifer Thomas	DATE OF BIRTH	SSN ***_**_****
HOME PHONE	WORK PHONE	CELL PHONE ()
EMAIL ADDRESS 1975madisonmgr@pinnacleliving.com		
EMERGENCY CONTACT		PHONE

Lease Information:

Monthly Rent:	\$6,325.00
Security Deposit:	\$0.00
Lease Starts:	November 1, 2025
Lease Ends:	October 31, 2027

Vehicle Information:

SPACE	YEAR/MAKE/MODEL	COLOR/PLATE STATE/NUMBER
SPACE	YEAR/MAKE/MODEL	COLOR/PLATE STATE/NUMBER

Additional Occupants:

NAME	DATE OF BIRTH	RELATIONSHIP
NAME	DATE OF BIRTH	RELATIONSHIP
NAME	DATE OF BIRTH	RELATIONSHIP
NAME	DATE OF BIRTH	RELATIONSHIP



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STANDARD FORM OF APARTMENT LEASE
(FOR APARTMENTS NOT SUBJECT TO THE RENT STABILIZATION LAW)
THE REAL ESTATE BOARD OF NEW YORK, INC.
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REBNY Apt non-stab 2019 Rev 10.23

PREAMBLE: This lease contains the agreements between Tenant and Owner concerning the rights and obligations of each party. Tenant and Owner have other rights and obligations which are set forth in government laws and regulations.

Tenant should read this Lease carefully. If Tenant has any questions, or if Tenant does not understand any words or statements herein, obtain clarification from an attorney. Once Tenant and Owner sign this Lease, Tenant and Owner will be presumed to have read it and understood it completely. Tenant and Owner admit that all agreements between Tenant and Owner have been written into this Lease. Tenant understands that any agreements made before or after this Lease is signed and not written into it will not be enforceable.

THIS LEASE is made as of July 15, 2025

between owner (hereinafter referred to as "Owner" or "Lessor"), Harlem Multi One, LLC

whose address is 1975 Madison and New York, NY 10035

and Tenant (hereinafter referred to as "Tenant" or "Lessee"), Michael Borsellino and Jennifer Thomas

whose address is 1975 MADISON AVE #805, New York, NY 10035.

- 1. APARTMENT AND USE** Owner agrees to lease to Tenant Apartment 805 (the "Apartment") in the building at 1975 MADISON AVE, New York, NY 10035 (the "Building").

Tenant shall use the Apartment for living purposes only and for no other purpose (such restricted purposes includes, but are not limited to, any commercial activity or illegal or dangerous activity).

The Apartment may only be occupied by Tenant and the following Permitted Occupants (and occupants as permitted in accordance with Real Property Law §235-f):

Tenant acknowledges that no other person other than Tenant and the Permitted Occupants may reside in the Apartment without the prior written consent of the Owner. If Tenant violates any of the terms of this provision, the Owner shall have the right to restrain the same by injunctive relief and/or any other remedies provided for under this Lease and at law and/or equity.

- 2. LEASE COMMENCEMENT DATE; LENGTH OF LEASE** The "Lease Effective Date" is the date a fully executed Lease is returned to Tenant or Tenant's representative by Owner or its representative. The "Lease Commencement Date" is November 1, 2025. Except as may be provided for otherwise in this Lease, the term (that means the length) of this Lease will begin on the Lease Commencement Date and will end on October 31, 2027 (the "Term"). Tenant acknowledges that, notwithstanding anything to the contrary contained in this Lease, the Term of this Lease may be reduced or extended as provided for herein.

3. RENT

- A.** "Rent" is defined as the base rent due under this Lease. Tenant's monthly Rent for the Apartment is \$6,325.00 per month. Tenant must pay Owner the Rent, in equal monthly installments, on the first day of each month either to Owner at the above address or at another place that Owner may inform Tenant of by written notice.
- B.** When Tenant signs this Lease, Tenant must pay by bank or cashier's check (or by electronic fund transfer, if instructed by Owner as described below), the following:
- (i) one (1) months' Rent (i.e., \$6,325.00);
 - (ii) the Security Deposit (in the amount stated in Article 4); and
 - (iii) any commission due by Tenant to the Brokers (as defined in Article 34 hereinafter) in connection with this Lease.
- C.** If the Lease Commencement Date shall not occur on the first day of a calendar month, the Rent for such calendar month shall be prorated on a per diem basis. If the Lease begins after the first day of the month, Tenant must pay when it signs this Lease one (1) full months' Rent and for the next full calendar month Tenant shall pay a prorated Rent based on the number of days the Lease began after the first day of the month (for example, if the beginning date of this Lease is the 16th day of the month, Tenant would pay for fifteen (15) out of thirty (30) days, or one-half (1/2), of a full months' Rent for the second calendar month). In any event, if the Lease Commencement Date shall not occur on the first day of a calendar month, the Term shall also include the remainder of the month in which the Lease Commencement Date occurred.
- D.** Within five (5) business days after the request of Owner, at Owner's option, Tenant shall give Owner a document in the



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form attached hereto as Exhibit A (a "Memorandum Confirming Term") confirming the Lease Commencement Date, the date Rent commences under this Lease (if different than the Lease Commencement Date) the Lease expiration date and any other material terms of this Lease, certifying that Tenant has accepted delivery of the Apartment and that the condition of the Apartment complies with Owner's obligations hereunder. Tenant's failure to so deliver the Memorandum Confirming Term shall be considered a material default under this Lease, however, Tenant's failure to do so shall not affect the occurrence of the Lease Commencement Date or the validity of this Lease or alter the terms and provisions contained in the Memorandum Confirming Term if so delivered to Tenant by Owner.

- E. Tenant may be required to pay other charges to Owner under the terms of this Lease, such additional charges shall be referred to as "Additional Rent". Any Additional Rent must be paid by Tenant to Owner upon the earlier of (i) the first day of the month immediately following the month said Additional Rent is billed to Tenant or (ii) fifteen (15) days from the date Tenant is billed for the Additional Rent. If Tenant fails to pay the Additional Rent on time, Owner shall have the same rights against Tenant as if Tenant failed to pay Rent. Said Rent and Additional Rent must be paid in full in accordance with the foregoing, without deduction or offset and without the need for demand or notice from Owner. Except as may be provided for otherwise in this Article 3, all Rent and Additional Rent shall be payable to Owner by _____ or such other form of payment as required by Owner only. If by direct deposit, Owner shall provide Tenant the necessary wiring instructions.
- F. Tenant shall be entitled to a five (5) day grace period for the payment of any sum of Rent or Additional Rent due under this Lease. Any sum of Rent or Additional Rent not paid within five (5) days of the date due shall be subject to a late fee of the lesser of (i) \$50.00, or (ii) five percent (5%) of the unpaid amount. Interest shall also be payable on the aforesaid late Rent or Additional Rent beginning thirty (30) days from the due date, such interest accruing at the lesser of (i) the maximum amount allowable by law, or (ii) one and one-half percent per month (1.5%), until the late Rent or Additional Rent is paid in full. There shall be a Fifty Dollar (\$50.00) fee for any check which is dishonored or returned. Any late charge or interest charge shall be considered Additional Rent.
- G. Owner need not give notice to Tenant to pay Rent. Rent must be paid in full and no amount subtracted from it. The whole amount of Rent is due and payable as of the Lease Commencement Date. Payment of Rent in installments is for Tenant's convenience only. If Tenant is in default under any of the terms and conditions of this Lease, Owner may give notice to Tenant that Tenant may no longer pay Rent in installments and the entire Rent for the remaining part of the Term will then immediately be due and payable.
4. **SECURITY DEPOSIT** Tenant is required to give Owner the sum of **\$0.00** (such amount not to exceed one (1) months' Rent pursuant to The Housing Stability and Tenant Protection Act of 2019) when Tenant signs this Lease as a security deposit (the "Security Deposit"). Owner will deposit the Security Deposit in **First Citizens Bank** bank at **PO Box 1091, Charlotte, NC 28254-3489**. This Security Deposit shall not bear interest, unless if otherwise required by applicable law. In the event that the Security Deposit shall earn interest, then in such event Owner shall be entitled to an administrative fee pursuant to applicable law.

If Tenant carries out all of Tenant's agreements in this Lease and if Tenant moves out of the Apartment and returns it to Owner vacant, broom clean and in the same condition it was in when Tenant first occupied it, except for ordinary wear and tear or damage caused by fire or other casualty through no fault of Tenant, Owner will return to Tenant the full amount of the Security Deposit within fourteen (14) days after the later of (i) the date this Lease ends, or (ii) the date Tenant vacates the Apartment. However, if Tenant is in default of Tenant's obligations under this Lease and/or there are any damages to the Apartment beyond ordinary wear and tear or damage caused by fire or other casualty, Owner may keep all or part of the Security Deposit to cover reasonable repairs of such damage and Owner shall provide Tenant with an itemized statement indicating the basis for the amount of the Security Deposit retained within the aforementioned fourteen (14) day period. Furthermore, for sake of clarity and emphasis, (i) if Tenant does not carry out all of Tenant's obligations under this Lease, Owner may keep all or part of the Security Deposit necessary to pay Owner for any losses incurred, including missed payments and (ii) Owner's retention of the Security Deposit as allowable under this Lease shall not be deemed to be Owner's sole remedy for any default by Tenant of Tenant's obligations pursuant to the terms and conditions of this Lease.

TENANT ACKNOWLEDGES AND AGREES THAT THE SECURITY DEPOSIT CANNOT BE USED TOWARDS RENT OR ADDITIONAL RENT BY TENANT. Notwithstanding anything to the contrary contained in this Lease, if Owner shall apply all or any portion of the Security Deposit to cure a default by Tenant hereunder during the Term of this Lease, Tenant shall, within five (5) business days, deposit with Owner that sum which shall be necessary to maintain the security in an amount equal to the Security Deposit as so required in this Article 4. Failure to replenish the Security Deposit in a timely manner shall be deemed a default under this Lease.

If Owner sells the Apartment, Owner, at its sole option, will turn over Security Deposit either to Tenant or to the person buying the Apartment within five (5) days after the sale. Owner will then notify Tenant, by registered, certified or overnight mail by a nationally recognized overnight courier, of the name and address of the person or company 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



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new owner will become responsible to Tenant for the Security Deposit.

5. IF TENANT IS UNABLE TO MOVE IN Except as otherwise provided herein, Owner shall not be liable for failure to give Tenant possession of the Apartment on the Lease Commencement Date. Rent shall be payable as of the beginning of this Lease Term unless Owner is unable to give Tenant possession. A situation could arise which might prevent Owner from letting Tenant move into the Apartment on the Lease Commencement Date. If this happens for reasons beyond Owner's reasonable control, Owner will not be responsible for Tenant's damages or expenses, and this Lease will remain in effect. However, in such case, this Lease will start on the date when possession is available, and the ending date of this Lease as specified in Article 2 will remain the same (unless otherwise mutually agreed to in writing by Tenant and Owner). Tenant will not have to pay Rent until the date possession is available, or the date Tenant moves in, whichever is earlier (however, in no event shall Tenant move in or take possession prior to the date Owner shall have given Tenant notice that Tenant may take possession of the Apartment). Owner will notify Tenant as to the date possession is available. If Owner does not give Tenant notice that possession is available within **thirty (30) days** after the Lease Commencement Date, provided that Owner's failure to deliver possession is not due to a Tenant delay, Tenant may send a fifteen (15) day written termination notice (the "Termination Notice") to Owner, and if Owner is unable to deliver possession within fifteen (15) days of receipt of Tenant's Termination Notice, this Lease shall terminate and be of no further force and effect and all prepaid Rent, the Security Deposit and any other fees paid by Tenant (except for non-refundable fees required in the Lease package) at the execution of this Lease shall be promptly returned to Tenant.

6. CAPTIONS In any dispute arising under this Lease, in the event of a conflict between the text and a caption, the text controls.

7. WARRANTY OF HABITABILITY

- A.** All of the sections of this Lease are subject to the provisions of the Warranty of Habitability Law. Under that law, Owner agrees that the Apartment is fit for human habitation and that there will be no conditions which will be detrimental to life, health or safety.
- B.** Tenant will do nothing to interfere with or make more difficult Owner's efforts to provide Tenant and all other occupants of the Building with the required facilities and services. Any condition caused by Tenant's misconduct or the misconduct of Tenant Parties (as hereinafter defined) or anyone else under Tenant's direction or control shall not be a breach by Owner.

8. CARE OF TENANT'S APARTMENT; END OF LEASE; MOVING OUT

- A.** At all times during the Term of this Lease, Tenant will take good care of the Apartment and will not permit or do any damage to it, except for damage which occurs through ordinary wear and tear. Tenant shall, at Tenant's own cost and expense, make all repairs caused or occasioned by Tenant or Tenant's agents, contractors, invitees, licensees, guests or servants (collectively hereinafter "Tenant Parties"). In addition, Tenant shall promptly notify Owner and/or the Building Superintendent/Building Manager in writing upon the occurrence of any problem, malfunction or damage to the Apartment. Tenant will move out on or before the ending date of this Lease and leave the Apartment in good order and 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 through no fault of Tenant.
- B. CLEANING.** Tenant is required to use only non-abrasive cleaning agents in the Apartment. Tenant is responsible for damage done by use of any improper cleaning agents.
- C.** If Tenant fails to maintain the Apartment or make a needed repair or replacement as required hereunder, Owner may hire a professional and make such maintenance, repairs or replacements at Tenant's sole cost and expense. Owner's reasonable expense will be payable by Tenant to Owner as Additional Rent within ten (10) business days after Tenant receives a bill from Owner.
- D.** When this Lease ends, Tenant must remove all of Tenant's movable property. Tenant must also remove at Tenant's own expense, any wall covering, bookcases, cabinets, mirrors, painted murals or any other installation or attachment Tenant 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 has not moved out until all persons, furniture and other property of Tenant's is also out of the Apartment. If Tenant's property remains in the Apartment after this Lease ends, Owner may either treat Tenant as still in occupancy and charge Tenant for use, or may consider that Tenant has given up the Apartment and any property remaining in the Apartment. In this event, Owner may either discard the property or store it at Tenant's expense. Tenant agrees to pay Owner for all costs and expenses incurred in removing such property. The provisions of this article will continue to be in effect after the end of this Lease.
- E.** Except as provided for otherwise in Article 35 of this Lease, in the event that (i) Owner intends to offer to renew this Lease with a Rent increase equal to or greater than five (5%) percent above the then current Rent, or (ii) Owner does not intend to renew this Lease, Owner shall provide Tenant written notice as follows:



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- i. If Tenant has occupied the Apartment for less than one (1) year and does not have a Lease Term of at least one (1) year, Owner shall provide at least thirty (30) days' notice;
 - ii. If Tenant has occupied the Apartment for more than one (1) year but less than two (2) years, or has a Lease Term of at least one (1) year but less than two (2) years, Owner shall provide at least sixty (60) days' notice; or
 - iii. If Tenant has occupied the Apartment for more than two (2) years or has a Lease Term of at least two (2) years, Owner shall provide at least ninety (90) days' notice.
- F. Within a reasonable time after notification of either party's intention to terminate this Lease, unless Tenant provides less than two (2) weeks' notice of Tenant's intention to terminate, Owner shall notify Tenant in writing of Tenant's right to request an inspection before vacating the Apartment. Tenant shall have the right to be present at said inspection. Subject to the foregoing, if Tenant requests such inspection, the inspection shall be made no earlier than two (2) weeks and no later than one (1) week before the end of the tenancy. Owner shall provide at least forty-eight (48) hours written notice of the date and time of the inspection. After the inspection, Owner shall provide Tenant with an itemized statement specifying repairs, cleaning or other deficiencies that are proposed to be the basis of any deductions from the Security Deposit. If Tenant requests such inspection, Tenant shall be given an opportunity to remedy any identified deficiencies prior to the end of the tenancy (or, at Owner's sole option, if Tenant fails to remedy any such identified deficiencies, Owner may remedy such identified deficiencies at Tenant's sole cost and expense as described hereinafter). Any and all repairs or alterations made to the Apartment as a result of said inspection shall be at Tenant's sole cost and expense. Said repairs must be approved by Owner and shall be performed, at Owner's sole option by (i) licensed and adequately insured Tenant's contractors in a good and skillful manner with materials of quality and appearance comparable to existing materials and approved by Owner or (ii) by Owner's contractor(s).

9. CHANGES AND ALTERATIONS TO APARTMENT

- A. Tenant cannot build in, add to, change or alter, the Apartment in any way, including, but not limited to, installing, changing, or altering any paneling, wallpaper, flooring, "built in" decorations, partitions, railings, paint, carpeting, plumbing, ventilating, air conditioning, electric, or heating systems without first obtaining the prior written consent of Owner which may be withheld in Owner's sole discretion. If Owner's consent is given, the alterations and installations shall become the property of Owner when completed and paid for by Tenant. They shall remain with and as part of the Apartment at the end of the Term. Notwithstanding the foregoing, Owner has the right to demand that Tenant remove the alterations and installations at the end of the Lease Term, and in such case Tenant shall repair all damage resulting from said removal and restore the Apartment to its original condition, including any holes in the wall or damage caused by the removal of any pictures, artwork or TV mounts hung by Tenant on the walls. Any and all work shall be performed by Tenant in accordance with the terms and conditions of this Lease and in accordance with all applicable laws, rules, regulations and codes of any governmental or quasi-governmental entity. Tenant's contractor shall also supply, before performing any such work, a certificate of insurance naming Owner and the Building's managing agent (if applicable) as additional insured.
- B. Without Owner's prior written consent, Tenant cannot install or use in the Apartment any of the following: dishwasher machines, clothes washing or drying machines, electric stoves, garbage disposal units, heating, ventilating or air conditioning units or any other electrical equipment which, in Owner's reasonable opinion, will overload the existing wiring installation in the Building or interfere with the use of such electrical wiring facilities by other tenants of the Building. Also, Tenant cannot place in the Apartment water-filled furniture.
- C. If a lien is filed on the Apartment or Building due to Tenant's fault, Tenant must promptly pay or bond the amount stated in the lien. Owner may pay or bond the Lien if Tenant fails to do so within ten (10) days after Tenant has written notice about the lien, in which case, Owner's costs shall be paid by Tenant as Additional Rent.
- D. ~~APPROVED ALTERATIONS. Anything contained herein to the contrary notwithstanding, provided that both Owner and Tenant have acknowledged their agreement to the following by each party affixing their initials immediately below this provision, Owner hereby consents to the following alterations to be performed by Tenant, at Tenant's sole cost and expense, but for the sake of clarity and emphasis all other terms and conditions of this Lease (including, without limitation, the terms and conditions contained in this Article 9 hereof) shall still apply:~~

Owner Initial: _____

Tenant Initial: _____

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10. TENANT'S DUTY TO OBEY AND COMPLY WITH LAWS, REGULATIONS AND RULES

- A. GOVERNMENT LAWS AND ORDERS. Tenant will obey and comply (i) with all present and future city, state and federal laws rules, regulations and codes of any governmental or quasi-governmental entity or body 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 will not allow any windows in the Apartment to be cleaned from the outside unless the prior written consent of the Owner is obtained.



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- B. OWNER'S RULES AFFECTING TENANT.** Tenant, its Permitted Occupants and Tenant Parties must obey all Owner's rules (the "Owner's Rules and Regulations") annexed hereto and made apart hereof as Exhibit B and all future reasonable rules of Owner or Owner's agent. Notice of all additional rules shall be delivered to Tenant in writing or posted in the lobby or other public place in the building. Owner shall not be responsible to Tenant for not enforcing any rules, regulations or provisions of any other tenant's lease except to the extent required by law.
- C. TENANT'S RESPONSIBILITY.** Tenant is responsible for the behavior of Tenant, the Permitted Occupants of the Apartment, the Tenant Parties and any other people who are visiting the Apartment. Tenant will reimburse Owner as Additional Rent upon demand for the cost of all losses, damages, fines and reasonable legal expenses incurred by Owner because Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other people visiting the Apartment have not obeyed applicable laws, rules, regulations and codes of any governmental or quasi-governmental entity or rules of this Lease.

11. OBJECTIONABLE CONDUCT Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other people visiting the Apartment will not engage in objectionable conduct at the Apartment or the Building. 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 occupants. It also means anything which interferes with the right of others to properly and peacefully enjoy their apartment, or causes conditions that are dangerous, hazardous, unsanitary or detrimental to other occupants of the Building. Objectionable Conduct by Tenant, the Tenant Parties, or any other people visiting the Apartment, gives Owner the right to end this Lease on six (6) days' written notice to Tenant that this Lease will end.

12. SERVICES AND FACILITIES

- A. REQUIRED SERVICES.** Owner will provide (i) cold and hot water and heat as required by law, (ii) repairs to the Apartment not caused by Tenant (subject to the terms and conditions of this Lease), the Tenant Parties or any other people visiting the Apartment, as required by law, (iii) elevator service if the Building has elevator equipment; and (iv) the utilities, if any, included in the Rent, as set forth in subparagraph B below. Tenant is not entitled to any Rent reduction because of a stoppage or reduction of any of the above services unless it is provided by law.
- B.** The following utilities are included in the Rent: **Sewer, Trash, Hot and Cold Water.**
- C. ELECTRICITY AND OTHER UTILITIES.** Tenant acknowledges and understands that Owner has no obligation to supply, or liability in connection with, utilities or services in or to the Apartment (except as may be provided for otherwise in this Lease). Tenant shall be responsible, at Tenant's sole cost and expense, for securing, air conditioning, electricity, gas, cable, phone, and all other utilities and services (except as may be provided for otherwise in this Lease).
- (i) Tenant shall contract directly with the appropriate utility provider for all aforementioned services (not including the utilities included in the Rent as provided for in subparagraph B).
- (ii) Notwithstanding anything to the contrary contained in this Lease, the Owner provides the following services **Notwithstanding anything to the contrary contained in this Lease, the Owner provides the following services and Electric for a separate, sub-metered charge. It is covenanted and agreed by Tenant that all the aforesaid costs and expenses shall be paid by Tenant to Owner within five (5) days after rendition of any bill or statement to Tenant therefor.** for a separate, sub-metered charge. It is covenanted and agreed by Tenant that all the aforesaid costs and expenses shall be paid by Tenant to Owner within five (5) days after rendition of any bill or statement to Tenant therefor.
- D.** Stopping or reducing of service(s) will not be reason for Tenant to stop paying Rent, to make a money claim or to claim constructive eviction. Damage to the equipment or appliances supplied by Owner, caused by Tenant's acts, omissions or neglect, or the act, omission or neglect of the Tenant Parties or any other person visiting the Apartment, shall be repaired at Tenant's sole cost and expense. In the event that Tenant fails to make such repairs within a reasonable period of time, Owner shall have the option to make such repairs at Tenant's expense and charge the same to Tenant as Additional Rent. Damage to the equipment or appliances supplied by the Owner, which are not caused by Tenant's negligence, acts or misuse or the negligence, acts or misuse of the Tenant Parties or any other people visiting the Apartment, shall be promptly repaired by the Owner at the Owner's sole cost and expense. Owner may stop service of the plumbing, heating, elevator, air cooling or electrical systems, because of accident, emergency, repairs, or changes until the work is complete. Notwithstanding the foregoing, except in emergency situations, Owner shall provide Tenant no less than twenty-four (24) hours prior written notice of any planned service stoppages. Owner shall take all necessary steps to ensure that service stoppages do not interfere with Tenant's use and enjoyment of the Apartment.
- E. APPLIANCES.** Appliances supplied by Owner in the Apartment are for Tenant's use. They shall be in working order on the date hereof and will be maintained and repaired or replaced by Owner, except if repairs or replacement are made necessary because of Tenant's or the Tenant Parties' negligence or misuse, Tenant will pay Owner for the cost of such repair or replacement as Additional Rent. ~~Notwithstanding anything to the contrary contained in this Lease, provided the appliance in need of repair has been delivered in working order on the Lease Commencement Date, Tenant shall~~



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~~be responsible for the initial \$0.00 in cost of such appliance's repair or replacement.~~ Tenant must not use a dishwasher, washing machine, dryer, freezer, heater, ventilator or other appliance unless installed by Owner or with Owner's prior written consent (in its sole discretion). Tenant must not use more electric than the wiring or feeders to the Building can safely carry.

- F. FACILITIES AND AMENITIES.** ~~If Owner permits Tenant to use any storeroom, storage bin, laundry or any other facility located in the Building but outside of the Apartment (e.g., fitness center, resident lounge, roof deck, golf simulator, movie theater, swimming pool, spa, etc.), the use of any such facility will be furnished to Tenant free of charge and at Tenant's own risk. Tenant will operate at Tenant's expense any coin-operated appliances located in any such facility. Owner shall have no obligation to provide any of the aforementioned facilities or any type of doorman, attendant, porter or any other type of similar service at the Building, and Owner may discontinue same without being liable to Tenant therefor or without in any way affecting this Lease or the liability of Tenant hereunder or causing a diminution of Rent and the same shall not be deemed to be lessening or a diminution of facilities or services within the meaning of any law, rule or regulation now or hereafter enacted, promulgated or issued.~~

- 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.

- 14. ENTRY TO APARTMENT** During reasonable hours and with reasonable notice, except in emergencies, Owner and Owner's representatives, agents and employees may enter the Apartment for the following reasons:

- A. To erect, use and maintain pipes and conduits in and through the walls and ceilings of the Apartment; inspect; exterminate; install or work on master antennas or other systems or equipment; and to perform other work and make any and all repairs, alterations, or changes Owner decides are necessary. Tenant's Rent will not be reduced because of any of the foregoing.
- B. To show the Apartment to potential buyers or lenders.
- C. For ninety (90) days before the end of the Lease Term, to show the Apartment to persons who wish to lease it.
- D. If, during the last month of the Lease, Tenant has moved out and removed all or almost all of Tenant's property from the Apartment, Owner may enter the Apartment to make changes, repairs, or redecorations. Tenant's Rent will not be reduced for that month and this Lease will not be ended by Owner's entry.
- E. If, at any time, Tenant is not personally present to permit Owner or Owner's representatives, agents or employees to enter the Apartment and entry is necessary or allowed by law or under this Lease, Owner or Owner's representatives, agents or employees may nevertheless enter the Apartment. Owner may enter by force in an emergency. Owner or Owner's representatives, agents or employees will not be responsible to Tenant, unless during such entry, any authorized party is negligent or misuses Tenant's property.

15. ASSIGNING; SUBLETTING; ABANDONMENT

- A. **ASSIGNING AND SUBLETTING.** Tenant cannot assign this Lease or sublet all or part of the Apartment or permit any other person to use the Apartment (other than a Permitted Occupant without the prior written consent of the Owner, which Tenant acknowledges may be withheld by Owner in its sole and absolute discretion, for any reason or no reason. If Tenant assigns this Lease or sublet all or part of the Apartment and fail to obtain Owner's prior written consent, in addition to any and all other rights of Owner under this Lease and at law and/or in equity, Owner has the right to cancel the Lease. Tenant must get Owner's written permission as provided for herein, each time Tenant wants to assign or sublet. Permission to assign or sublet is good only for that assignment or sublease. Tenant remains bound to the terms of this Lease after an assignment or sublet is permitted, even if Owner accepts money from the assignee or subtenant. The amount accepted will be credited toward money due from Tenant, as Owner shall determine. The assignee or subtenant does not become Owner's tenant. Tenant is responsible for acts and neglect of any person in the Apartment. Notwithstanding the foregoing, Owner expressly reserves the right to terminate this Lease with respect to the Apartment upon the receipt by Owner of any request for assignment or sublease ("Owner's Recapture Right"). Owner's Recapture Right, if exercised, must be sent to Tenant in writing within thirty (30) days after Tenant's request to assign or sublet the Apartment. In the event that Owner consents to an assignment and elects not to exercise Owner's Recapture Right, Tenant shall reimburse Owner for all of Owner's attorneys' fees in connection with the review of the assignment or sublease. In the event that Owner agrees to an assignment or sublease, subject to applicable law, Owner shall be entitled to one hundred percent (100%) of any consideration or rent over and above that Rent provided for in this Lease. The sublease shall provide that the subtenant shall, at Owner's option, attorn to Owner upon any termination of this Lease.
- B. **ABANDONMENT.** 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. Tenant will remain responsible for each monthly payment of Rent and



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Additional Rent as it becomes due until the end of this Lease. In case of abandonment, Tenant's responsibility for Rent and Additional Rent will end only if Owner chooses to end this Lease for default as provided in Article 15.

16. DEFAULT

A. Tenant defaults under the Lease if Tenant acts in any of the following ways:

- (i) Tenant fails to carry out any agreement or provision of this Lease;
- (ii) Tenant does not take possession or move into the Apartment fifteen (15) days after the beginning of this Lease; or
- (iii) Tenant and the Permitted Occupants of the Apartment move out permanently before this Lease ends;

If Tenant defaults in any one of these ways, other than a default in the agreement to pay Rent and/or Additional Rent, 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 such ten (10) day period, or, if the nature of the default is not reasonably capable of being cured within such ten (10) day period, then Tenant must begin to take all steps necessary to correct the default within ten (10) days and thereafter diligently continue to do all that is necessary to correct the default as soon as possible (however, in no event shall any extension of the aforesaid ten (10) day period exceed thirty (30) days).

B. If Tenant does not stop, correct or begin to materially correct a default within ten (10) days as provided for above, or engages in Objectionable Conduct, Owner shall give Tenant a written notice that this Lease will end six (6) days after the date such written notice is sent to Tenant. At the end of the six (6) day period, this Lease will end and Tenant then must move out of the Apartment. Even though this Lease ends, Tenant will remain liable to Owner for unpaid Rent and/or Additional Rent up to the end of this Lease, and damages caused to Owner after that time as stated in Article 17.

C. If Owner does not receive the Rent and/or Additional Rent within five (5) days of when this Lease requires, Owner or Owner's agent shall send Tenant, via certified mail, a written notice stating the failure to receive such Rent and/or Additional Rent. Provided Owner has served Tenant with a fourteen (14) day written demand, and Owner does not receive the overdue Rent and/or Additional Rent within fourteen (14) days after such written fourteen (14) demand for Rent and/or Additional Rent has been made, Owner may commence an action or summary proceeding seeking the payment of all Rent and/or Additional Rent. If the Lease ends, Owner may do the following: (i) enter the Apartment and retake possession of it if Tenant has moved out; or (ii) go to court and ask that Tenant and all other occupants in the Apartment be compelled to move out.

Once this Lease has been ended, whether because of default or otherwise, Tenant gives up any right Tenant might otherwise have to reinstate this Lease.

17. REMEDIES OF OWNER AND TENANT'S LIABILITY If this Lease is ended by Owner because of Tenant's default, the following are the rights and obligations of Tenant and Owner.

- A. Tenant must pay Rent and Additional Rent until this Lease has ended. Thereafter, Tenant must pay an equal amount for what the law calls "use and occupancy" until Tenant actually moves out.
- B. Once Tenant is out, Owner may re-rent the Apartment or any portion of it for a period of time which may end before or after the ending date of this Lease. Owner may re-rent to a new tenant at a lesser rent or may charge a higher rent than the Rent in this Lease. Notwithstanding the foregoing, if Tenant vacates the Apartment in violation of the terms of this Lease, only then shall Owner use reasonable efforts to re-rent the Apartment at the lesser of the fair market value of the Apartment or the Rent paid hereunder.
- C. Whether the Apartment is re-rented or not, Tenant must pay to Owner as damages:
 - (i) the difference between the Rent in this Lease and the amount, if any, of the rents collected in any later lease of the Apartment for what would have been the remaining period of this Lease; and
 - (ii) Owner's expenses for the cost of getting Tenant out and re-renting the Apartment, including, but not limited to, putting the Apartment in good condition, repairing damages, decorating and/or cleaning the Apartment for re-rental, advertising the Apartment and for real estate brokerage fees; and
 - (iii) Owner's expenses for attorney's fees (except in the event of a default judgment).
- D. Tenant shall pay all aforementioned damages due in monthly installments on the Rent day established in this Lease. Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way Owner's right to collect the damages for a later month by a similar action.
- E. 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 cannot receive the difference. Owner's failure to re-rent to another tenant will not release or change Tenant's liability for damages. Except as may be provided for otherwise in Article 17(B) of this Lease, Owner is not required to re-rent the Apartment.



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18. ADDITIONAL OWNER REMEDIES; LEGAL FEES 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 Tenant's agreements or to give the Owner such other relief as the Court can provide. This is in addition to the remedies in Article 16 and 17 of this Lease.

19. FEES AND EXPENSES (INCLUDING BUT NOT LIMITED TO LEGAL FEES)

A. Tenant must reimburse Owner for any of the following fees and expenses incurred by Owner:

- (i) Making any repairs to the Apartment or the Building, including any appliances in the Apartment, which result from misuse, omissions or negligence by Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other visitors to the Apartment;
- (ii) Correcting any violations of city, state or federal laws or orders and regulations of insurance rating organization concerning the Apartment or the Building which Tenant, the Permitted Occupants of the Apartment, the Tenant Parties, or any other persons who visit the Apartment or work for Tenant have caused;
- (iii) Preparing the Apartment for the next tenant if Tenant moves out of the Apartment before the Lease ending date without Owner's prior written consent;
- (iv) Any legal fees and disbursements for the preparation and service of legal notices; legal actions or proceedings brought by Owner against Tenant because of a default by Tenant under this Lease; or for defending lawsuits brought against Owner because of the actions of Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other persons who visit the Apartment;
- (v) Removing any of Tenant's property from the Apartment after this Lease is ended;
- (vi) Any miscellaneous charges payable to the Owner for services Tenant requested that are not required to be furnished Tenant under this Lease for which Tenant has failed to pay the Owner and which Owner has paid;
- (vii) All other fees and expenses incurred by Owner because of the failure to obey any other provisions and agreements of this Lease by Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other persons who visit the Apartment or work for Tenant.

These fees and expenses shall be paid by Tenant to Owner as Additional Rent within ten (10) business 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. In the event Tenant does not reimburse Owner within such ten (10) business day period, Owner shall be entitled to deduct the fees and expenses from the Security Deposit.

B. 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, Section 234.

20. PROPERTY LOSS, DAMAGES OR INCONVENIENCE Tenant understands and agrees that unless caused by the gross negligence or willful misconduct of Owner or Owner's representatives, agents or employees, none of these authorized parties are responsible to Tenant for any of the following (i) any loss of or damage to Tenant or Tenant's property in the Apartment or the Building due to any accidental or intentional cause, including 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 any employee of the Building (e.g., doorman, superintendent, etc.); or (iii) any damage or inconvenience caused to Tenant by actions, negligence or violations of their lease made by any other tenant or person in the Building except to the extent required by law. Tenant further understands and agrees that Owner's employees are not authorized by Owner to care for Tenant's personal property. Owner is not responsible for any loss, theft, damage to Tenant's personal property, or any injury caused by the property or its use by Building employees.

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. 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 or allow Tenant to cancel the Lease.

21. FIRE OR CASUALTY

A. Tenant shall give Owner immediate notice in case of fire or other damage to the Apartment. If the Apartment becomes unusable, in part or totally, because of fire, accident or other casualty, this Lease will continue unless ended by Owner under subparagraph C below or by Tenant under subparagraph D below. However, the Rent will be reduced as of the date of the fire, accident or other casualty. This reduction will be based upon the square footage of the Apartment which is unusable, as determined by Owner.

B. Owner will repair and restore the Apartment, unless Owner decides to take actions described in subparagraph C below. For the sake of clarity and emphasis, Owner is not required to repair or restore the Apartment or replace the furnishings, decorations or any of Tenant's property, and furthermore (unless otherwise agreed to by Owner in writing),



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Owner shall not be responsible for any delays due to settling insurance claims, obtaining cost estimates, labor, material, equipment and/or supply problems, force majeure or for any other delay beyond Owner's reasonable control. If the Lease is cancelled, Owner need not restore the Apartment.

- C. After a fire, accident or other casualty in 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 Tenant written notice of this decision within the later of sixty (60) days after the date when the damage occurred or ten (10) business days after Owner is advised by its insurance carrier as to the amount of insurance proceeds it will have available to restore the Apartment. If there is substantial damage to the Apartment or if the Apartment is completely unusable, Owner may cancel this Lease by giving Tenant written notice of this decision within 30 days after the date when the damage occurred. If the Apartment is unusable when Owner gives Tenant such notice, this Lease will end sixty (60) days from the last day of the calendar month in which Tenant was given notice.
- D. If the Apartment is completely unusable because of fire, accident or other casualty and it is not repaired in thirty (30) days, Tenant may give Owner written notice that Tenant ends the Lease. If Tenant gives that notice, this Lease is considered ended on the day that the fire, accident or casualty occurred. Owner will promptly refund Tenant's Security Deposit and the pro-rata portion of Rent (and Additional Rent, as applicable) paid for the month in which the casualty happened.
- E. Unless prohibited by the applicable 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.
- F. Tenant acknowledges that if fire, accident, or other casualty causes damage to any of Tenant's personal property in the Apartment, including, but not limited to Tenant's furniture and clothes, the Owner will not be responsible to Tenant for the repair or replacement of any such damaged personal property unless such damage was as a result of the Owner's negligence.

22. 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 shall end on the date the government or agency take title. Tenant shall have no claim against Owner for any damage resulting; 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.

23. SUBORDINATION CERTIFICATES AND ACKNOWLEDGMENTS Notwithstanding any provisions to the contrary contained in this Lease, this Lease and Tenant's rights, are subject and subordinate to all present and future: (a) leases for the Building or the land on which it stands, (b) Owner's mortgage(s) now existing or hereinafter existing), (c) agreements securing money paid or to be paid by a lender, and (d) terms, conditions, renewals, changes of any kind and extensions of the mortgages, leases or lender agreements. If certain provisions of any such mortgage come into effect, the holder of any such mortgage can end this Lease and such parties may commence legal action to evict Tenant from the Apartment. If this happens, Tenant acknowledges that Tenant has no claim against Owner or such lease or mortgage holder. If Owner requests, Tenant will sign promptly any acknowledgment(s) of the "subordination" in the form that Owner may require. Tenant authorizes Owner to sign such acknowledgment(s) for Tenant if Tenant fails to do so within five (5) days of Owner's request.

Tenant also agrees to sign (if accurate) a written acknowledgment within ten (10) days of request 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.

24. TENANT'S RIGHT TO LIVE IN AND USE THE APARTMENT If Tenant pays the Rent and any required Additional Rent on time and Tenant does everything Tenant has agreed to do in this Lease, Tenant's tenancy cannot be cut off before the ending date, except as provided for otherwise in this Lease, including, but not limited to, in Articles 21, 22, and 23.

25. BILLS AND NOTICE; ELECTRONIC SIGNATURES Any notice, statement, demand or other communication required or permitted to be given rendered or made by either party to the other, pursuant to this Lease or pursuant to any applicable law or requirement of public authority, shall be in writing (whether or not so stated elsewhere in this Lease) and shall be given by registered or certified mail, return receipt requested, or by overnight mail by a nationally recognized overnight carrier, addressed to each of the following parties:

If to Owner:

Harlem Multi One, LLC
1975 Madison Avenue
New York, NY 10035

Email Address: _____



Initials: _____

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With a copy to:

C/o Pinnacle City Living
1201 Broadway Suite 401
New York, NY 10001

If to tenant: at Apartment, subsequent to Commencement Date

Email address: _____

Prior to Commencement Date:

Notwithstanding anything to the contrary contained in this Lease, any notice from Owner or Owner's agent or attorney may be delivered to tenant personally at the Apartment. Notices shall be deemed received the next business day if by overnight carrier, the date of delivery if by personal delivery, or three (3) business days after being mailed if by certified or registered mail.

An electronic signature on this Lease, rider or any renewal of Owner or Tenant shall be deemed an original document and a binding signature pursuant to the Electronic Signatures and Records Act of the State Technology Law.

26. 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 (excluding compulsory counterclaims) on any matters concerning this Lease, the relationship of Tenant and Owner as lessee and lessor or Tenant's use or occupancy of the Apartment. This agreement to give up the right to a jury trial does not include claims of personal injury or property damage.
- 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.

27. NO WAIVER OF LEASE PROVISIONS

- A. Even if Owner accepts Tenant's Rent and/or Additional Rent or fails once or more often to take action against Tenant when it has not done what Tenant has agreed to do in this Lease, the failure of Owner to take action or Owner's acceptance of Rent and/or Additional Rent does not prevent Owner from taking action at a later date if Tenant does not do what Tenant has agreed to do herein.
- B. Only a written agreement between Tenant and Owner can waive any violation of this Lease.
- C. If Tenant pays and Owner accepts an amount less than all the Rent and/or Additional Rent due, the amount received shall be considered to be in payment of all or part of the earliest Rent and/or Additional Rent due. It will not be considered an agreement by Owner to accept this lesser amount in full satisfaction of all of the Rent and/or Additional Rent due unless there is a written agreement between Tenant and Owner.
- D. Any agreement to end this Lease and also to end the rights and obligations of Tenant and Owner must be in writing, signed by Tenant and Owner or Owner's agent. Even if Tenant gives keys to the Apartment and they are accepted by Owner or Owner's representative, this Lease is not ended.

28. CONDITION OF THE APARTMENT; APARTMENT RENTED "AS IS" By signing this Lease Tenant acknowledges that Owner, Owner's representatives or superintendent has not made any representations or promises with respect to the Building or the Apartment except as herein expressly set forth. After signing this Lease but before Tenant begins occupancy, Tenant shall have the opportunity to inspect the Apartment with Owner or Owner's agent to determine the condition of the Apartment. If Tenant requests such inspection, the parties shall execute a written agreement before Tenant begins occupancy of the Apartment attesting to the condition of the Apartment and specifically noting any existing defects or damages. Before taking occupancy of the Apartment, Tenant has inspected the Apartment (or Tenant has waived such inspection) and Tenant accepts it in its present condition "as is," except for any condition which Tenant could not reasonably have seen during Tenant's inspection. Tenant agrees that Owner has not promised to do any work in the Apartment except as specified in Exhibit C annexed hereto (if any) and made apart hereof.

29. HOLDOVER

- A. At the end of the Term, Tenant shall: (i) return the Apartment to the Owner broom clean, vacant and in good condition, ordinary wear and tear excepted; (ii) remove all of Tenant's property and all of Tenant's installations, alterations and decorations (if so directed by Owner); and (iii) repair all damages to the Apartment and Building caused by moving; and restore the Apartment to its condition at the beginning of the Term ordinary wear and tear excepted.
- B. Tenant hereby indemnifies and agrees to defend and hold Owner harmless from and against any loss, cost, liability, claim, damage, fine, penalty and expense (including reasonable attorneys' fees and disbursements but excluding consequential or punitive damages) resulting from delay by Tenant in surrendering the Apartment upon the termination of this Lease, including any claims made by any succeeding tenant or prospective tenant or successor landlord



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founded upon such delay.

- C. If Tenant holds over possession after the expiration date of the Lease or earlier termination of the Lease term or any extended term of this Lease, such holding over shall not be deemed to extend the term of this Lease or renew this Lease. Under no circumstances (i) will such holdover constitute a month-to-month tenancy, (ii) shall this Article 29 imply any right of Tenant to remain in the Apartment after the expiration or earlier termination of this Lease, (iii) will Owner be prohibited from exercising any rights permitted by law against a holdover tenant; or (iv) will any monies paid by Tenant or accepted by Owner (e.g., Rent, Additional Rent, holdover rent or otherwise) after the expiration or earlier termination of this Lease be deemed to reinstate any form of tenancy between Tenant and Owner. In connection with such holdover, Tenant shall pay the following charges for the use and occupancy of the Apartment for each month or part thereof (even if such part shall be a small fraction of a calendar month), which total sum Tenant agrees to pay to Owner per month promptly upon demand, in full, without setoff or deduction:

- i) TWO (2) times the highest monthly Rent set forth in this Lease, plus
- ii) Items of Additional Rent that would have been payable monthly pursuant to this Lease, had this Lease not expired or terminated,

The aforesaid provisions of this Article 29 shall survive the expiration or earlier termination of this Lease.

30. DEFINITIONS

- A. Owner: The term "Owner" means the person or organization receiving or entitled to receive Rent and/or Additional Rent from Tenant for the Apartment at any particular time other than a rent collector or managing agent of Owner. "Owner" is the person or organization that owns legal title to the Apartment. 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 lessee and the respective heirs, distributes, executors, administrators, successors and assigns of the signer. This Lease has established a lessor-lessee relationship between Owner and Tenant.

31. **SUCCESSOR INTERESTS** The agreements in this Lease shall be binding on Owner and Tenant and on those who succeed to the interest of Owner or Tenant by law, by approved assignment or by transfer.

32. INSURANCE

- A. As a material inducement for Owner to enter into this Lease, Tenant shall obtain (i) liability insurance insuring Tenant, the Permitted Occupants of the Apartment, the Tenant Parties and any other people visiting the Apartment, and (ii) personal property insurance insuring Tenant's furniture and furnishings and other items of personal property located in the Apartment. Tenant may not maintain any insurance with respect to any furniture or furnishings belonging to Owner that are located in the Apartment unless otherwise directed by Owner. Tenant acknowledges that Owner may not be required to maintain any insurance with respect to the Apartment.
- B. Owner is not liable for loss, expense, or damage to any person or property, unless due to Owner's gross negligence or wrongful acts. Owner is not liable to Tenant for permitting or refusing entry of anyone into the Building. Tenant must pay for damages suffered and reasonable expenses of Owner relating to any claim arising from any act, omission or neglect by Tenant. If an action is brought against Owner arising from Tenant's acts, omissions or neglect, Tenant shall defend Owner at Tenant's sole cost and expense with an attorney reasonably acceptable to Owner. Tenant is responsible for all acts, omissions or neglect of the Tenant Parties.
- C. Tenant shall indemnify and save harmless Owner from and against any and all liability, penalties, losses, damages, expenses, suits and judgments arising from injury during the term of this Lease to person or property of any nature and also from any matter growing out of the occupation of the Apartment, provided however that such is not the result of Owner's gross negligence or wrongful acts or that of Owner's employees, or agents. Tenant agrees, at Tenant's sole cost and expense to procure and maintain at all times during the Lease term the following insurance:
- (i) General Liability Insurance for an amount not less than **fifty thousand dollars (\$50,000.00)** ~~with an umbrella policy of no less than _____ Dollars (\$ _____); and;~~
 - (ii) Renters Insurance, which covers any, and all personal property or belongings contained in the Apartment. Tenant agrees to hold Owner harmless regarding these personal belongings due to loss or damage except in cases of Owner's gross negligence.
- D. The aforementioned insurance policies shall name Owner and the property manager (if applicable) as additional insureds or interests, as applicable. In the event of Tenant's failure to procure and/or maintain the aforementioned policies prior to the date possession of the Apartment is ready to be delivered to Tenant on the Lease Commencement Date, Owner may (i) refuse to deliver possession of the Apartment to Tenant until such time as evidence of such insurance is delivered by Tenant to Owner (however, Tenant shall nonetheless remain responsible for the payment of Rent and Additional Rent as of the Lease Commencement Date), and/or (ii) order such insurance policies, pay the premiums, and add the amount thereof to the Rent next coming due as Additional Rent, and the Owner shall have all



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rights and remedies for the collection thereof as is provided for collection of ordinary Rent. The abovementioned insurance policies shall provide for no less than thirty (30) days' notice of cancellation or modification to Owner, and Tenant shall provide Owner with a copy of such insurance policies. Evidence of the aforesaid coverage being in place shall be presented to the Owner on or before the first day of the term of this Lease and may be requested at any time during term of this Lease. Such insurance policies are to be written by a good and solvent company licensed to do business in the state of New York. Tenant shall immediately reimburse Owner for the cost of any insurance policy Owner obtains for the Apartment, including but not limited to insurance for Owner's furniture or furnishings in the Apartment. Tenant acknowledges that Owner may not be required to maintain any insurance with respect to the Apartment.

33. FURNITURE ~~The Apartment is being leased as fully furnished. All furniture and furnishings contained in the Apartment (the "Apartment Furniture") are listed in Exhibit D annexed hereto (if any) and made apart hereof. Tenant shall accept the Apartment Furniture "as is" on the commencement date of this Lease. Owner represents that all Apartment Furniture are in good repair and in working order on the commencement date of this Lease except as may be noted in Exhibit D.~~

~~Tenant shall take good care of the Apartment Furniture during the pendency of this Lease and shall be liable for any damages caused by Tenant or Tenant Parties to the Apartment Furniture. Tenant shall not be responsible for any damages to the Apartment Furniture not caused by Tenant or Tenant Parties or caused by ordinary wear and tear. Tenant shall surrender the Apartment Furniture when this Lease terminates in the same condition as on the date this Lease commenced, subject to ordinary wear and tear. If any repairs are required to the Apartment Furniture when this Lease terminates, Tenant shall pay Owner upon demand the cost of any required repairs.~~

~~Tenant may not remove the Apartment Furniture from the Apartment or change the location of the Apartment Furniture during the pendency of this Lease without Owner's prior written consent.~~

34. BROKER

- A. Owner and Tenant represent that in the negotiation of this Lease they dealt with no broker(s) other than _____ (the "Tenant's Broker") and **MNS** (the "Owner's Broker") (hereinafter collectively referred to as the "Broker"). Such Broker(s) will be compensated by ~~Tenant~~ **[Owner]** in accordance with a separate agreement subject to a fully executed and delivered lease.
- B. ~~Tenant represents to Owner that Tenant has not dealt with any real estate broker in connection with the leasing of the Apartment.~~
- C. Owner and Tenant hereby agree to indemnify, defend and hold harmless each other from and against any and all claims, demands, liabilities, suits, losses, costs and expenses (including reasonable attorneys' fees and disbursements) arising out of any inaccuracy or alleged inaccuracy of the above representation. Owner shall have no liability for any brokerage commissions arising out of a sublease or assignment by Tenant. The provisions of this Article 34 shall survive the expiration or sooner termination of this Lease.

35. TENANT'S OPTION TO RENEW

- A. ~~Tenant shall have the right to extend the term of this Lease for _____ year(s) commencing _____, and ending on _____, (the "Extension Term") provided: (i) Tenant gives Owner notice (the "Extension Notice"), in the manner required under this Lease, of Tenant's election to extend the term of this Lease; (ii) the Election Notice must be given to Owner at least ninety (90) days prior to the ending date of this Lease as stated in Article 2, TIME BEING OF THE ESSENCE; (iii) Tenant shall have been timely in Tenant's payment of Rent and Additional Rent and may not have been in default prior to delivering the Extension Notice or then be in default of any provisions of this Lease when the Extension Notice is given or on the commencement date of the Extension Term; and (iv) Tenant is occupying the Apartment and have not assigned this Lease nor sublet the Apartment. If Owner fails to receive the Extension Notice by the date specified herein, TIME BEING OF THE ESSENCE, this Article 35 shall be of no further force and effect.~~
- B. ~~The monthly Rent payable by Tenant during the Extension Term shall be \$_____.~~
- C. ~~All provisions of this Lease, except as specifically modified by this Article 35, shall be, and remain in, full force and effect during the Extension Term.~~

36. TERRACES, BALCONIES AND BACKYARDS All of the terms and conditions of this Lease apply to the terrace, balcony and/or backyard (as applicable). Tenant's use of the terrace or balcony must comply with any rules that may be provided to Tenant by Owner.

Tenant shall clean the terrace or balcony and keep the terrace or balcony free from snow, ice, garbage and other debris. No cooking is allowed on the terrace or balcony except as may be otherwise permitted by law. Tenant may not install a fence or any addition on the terrace or balcony. Tenant is responsible for making all repairs to the terrace or balcony if caused by Tenant, the Tenant Parties or any other visitor to the Apartment, at Tenant's sole expense.



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37. LEAD PAINT DISCLOSURE Simultaneously with the execution of this Lease, Tenant and Owner shall sign and complete the disclosure of information on lead-based paint and/or lead-based paint hazards annexed as a rider attached to this Lease. Tenant acknowledges receipt of the pamphlet, "Protect Your Family From Lead in Your Home" prepared by the United States Environmental Protection Administration.

38. PETS

- A. Tenant may not keep any pets in the Apartment. ~~IF TENANT BREACHES THIS SECTION, TENANT WILL FORFEIT TWENTY PERCENT (20%) OF THE SECURITY DEPOSIT TO OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY). TENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS LEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS LEASE AGREEMENT.~~
- B. Tenant may keep pets in the Apartment provided: (i) Tenant obtains the prior written consent of Owner; and (ii) Tenant complies with any rules with respect to the keeping of pets in the Apartment. Owner hereby consents to the following pet(s): Dogs Cats

39. KEYS/SECURITY

- A. Tenant shall not remove, alter, or change in any way the existing locks, security codes or keys that are provided for the Apartment or any part thereof. Tenant assumes liability for any person keys are entrusted to. The name, address and telephone number of any person with an additional set of keys to the Apartment are required to be furnished to Owner or its managing agent. Only Owner may make such additional sets of keys upon Tenant's written request with the abovementioned information. Owner will not refuse any such reasonable request. All extra sets of keys must be returned to Owner no later than one (1) day prior to move out unless agreed to by Owner. In the event that all keys are not returned to the Owner by or before the last day of tenancy, Tenant agrees to pay for the replacement cost as mentioned below (or part thereof if Owner deems it appropriate).
- B. Tenant agrees and understands that Tenant will be charged a re-keying fee in the sum of \$350.00 for the entrance door each and every time a key replacement is required or deemed necessary by Owner if the need arises due to Tenant's loss of the key, employee changes, or request. Said charges shall be deemed Additional Rent.

40. WINDOW GUARDS Simultaneously with the execution of this Lease, Tenant shall complete and deliver to Owner a notice with respect to the installation of window guards in the Apartment in the form required by the City of New York annexed as a rider attached to this Lease. Tenant acknowledges that it is a violation of law to refuse, interfere with installation, or remove window guards where required.

41. BED BUG DISCLOSURE Tenant and Owner shall sign and complete the disclosure of bedbug infestation history annexed as a rider attached to this Lease.

42. SPRINKLER DISCLOSURE Tenant and Owner shall sign and complete the sprinkler disclosure annexed as a rider attached to this Lease.

43. OCCUPANCY NOTICE FOR INDOOR ALLERGEN HAZARDS Owner shall complete and deliver to Tenant the Occupancy Notice for Indoor Allergen Hazards annexed as a rider attached to this Lease. Owner acknowledges that it has delivered to Tenant "What Every Tenant Should Know About Indoor Allergens" and Tenant acknowledges receipt of such notice.

44. STOVE KNOB COVERS Simultaneously with the execution of this Lease, Tenant shall complete and deliver to Owner the Annual Notice for Tenants in Multiple Dwelling Units with gas powered stoves annexed as a rider attached to this Lease.

45. NO SHORT TERM RENTAL Under no circumstances shall Tenant put a listing for the Apartment on Airbnb or for other similar short term rental (i.e., a rental for less than thirty (30) days), or use the Apartment for same. If Tenant does so, Owner has the right to immediately terminate this Lease.

TENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS LEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS LEASE AGREEMENT. IF TENANT DISREGARDS THIS AGREEMENT, IN ADDITION TO THE RIGHT OF INJUNCTION, THE RIGHT TO TERMINATE THIS LEASE ON SIX (6) DAYS' WRITTEN NOTICE TO TENANT AND ANY AND ALL REMEDIES AVAILABLE UNDER THIS LEASE AND AT LAW OR EQUITY, TENANT WILL FORFEIT THE ENTIRE SECURITY DEPOSIT TO THE OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY). TENANT SHALL ALSO BE RESPONSIBLE FOR ANY AND ALL FINES AND PENALTIES IMPOSED BY ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR BODY.



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- 46. INDEMNIFICATION** Tenant shall indemnify and save harmless Owner and Owner's agents and, at Owner's option, defend Owner and Owner's agents against and from any and all claims against Owner and Owner's agents arising wholly or in part from any act, omission or negligence of Tenant or the Tenant Parties. This indemnity and hold harmless agreement shall include indemnity from and against any and all liability, fines, suits, demands, costs, damages and expenses of any kind or nature (including without limitation attorney's and other professional fees and disbursements) incurred in or in connection with any such claims (including any settlement thereof) or proceeding brought thereon, and the defense thereof
- 47. NOISE** Tenant shall not create any unreasonable noise levels which shall interfere with the quiet enjoyment of the other tenants of the Building or the neighbors of the Building. Tenant agrees to promptly notify Owner in writing of all noise complaints or summons which Tenant receives in writing, and to submit a proposal reasonably satisfactory to Owner as to how to handle same and assure that such complaints shall not recur. TENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS LEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS LEASE AGREEMENT. IF TENANT DISREGARDS THIS AGREEMENT, IN ADDITION TO THE RIGHT OF INJUNCTION AND ANY AND ALL REMEDIES AVAILABLE UNDER THIS LEASE AND AT LAW OR EQUITY, TENANT WILL FORFEIT THE ENTIRE SECURITY DEPOSIT TO THE OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY).
- 48. WAIVER OF LIABILITY** Anything contained in this Lease to the contrary notwithstanding, Tenant agrees that Tenant shall look solely to the estate and property of Owner in the Apartment or to any proceeds obtained by Owner as a result of a sale by Owner of the Apartment, for the collection of any judgment (or other judicial process) requiring the payment of money by Owner in the event of any default or breach by Owner with respect to any of the terms and provisions of this Lease to be observed and/or performed by Owner, subject, however, to the prior rights of any lessor under a superior lease or holder of a superior mortgage. No other assets of Owner or any partner, officer, director or principal of Owner, shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claim hereunder.
- 49. OWNER'S APPROVAL** If Tenant shall request Owner's approval or consent and Owner shall fail or refuse to give such approval or consent, Tenant shall not be entitled to any damages for any withholding or delay of such approval or consent by Owner, it being intended that Tenant's sole remedy shall be an action for injunction without bond or specific performance (the rights to money damages or other remedies being hereby specifically waived. Furthermore, such remedy shall be available only in those cases where Owner shall have expressly agreed in writing not to unreasonably withhold its consent or approval (as applicable), or where as a matter of law, Owner may not unreasonably withhold its consent or approval. In such event, provided Tenant is successful therein, Owner shall be responsible to pay Tenant's actual costs and expenses incurred therein, including reasonable attorneys' fees.
- 50. BANKRUPTCY; INSOLVENCY** If (i) Tenant files a voluntary petition in bankruptcy or insolvency or are the subject of an involuntary bankruptcy proceeding, (ii) Tenant assigns property for the benefit of creditors, or (iii) a non-bankruptcy trustee or receiver of Tenant's or Tenant's property is appointed, Owner may give Tenant thirty (30) days' notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within the thirty (30) day period, the Term shall end as of the date stated in the notice. Tenant must continue to pay Rent and Additional Rent and any damages, losses and expenses due Owner without offset.
- 51. CONTROLLING LAW** Tenant acknowledges that by negotiating and entering into this Lease, Tenant has transacted business within the State of New York. Any action, proceeding or claim arising out of this Lease or breach thereof, shall be litigated within the State of New York and the parties consent to the personal jurisdiction of the courts (including the New York City Housing Court) within the State of New York and consent that any process may be served either personally, by facsimile or by certified or registered mail, return receipt requested, to Tenant at Tenant's address as set forth in this Lease, or in any manner provided by New York Law.
- Tenant shall not be entitled, directly or indirectly, to diplomatic or sovereign immunity and shall be subject to, and Tenant shall agree to consent to, the service of process in, and the jurisdiction of, the courts of, New York State.
- 52. OWNER'S CONTROL** The Lease shall not end or be modified nor will Tenant's obligations be ended or modified if for any cause not fully within Owner's reasonable control, Owner is delayed or unable to (a) fulfill any of Owner's promises or agreements, or (b) supply any required service or (c) make any required repairs to the Apartment.
- 53. COUNTERPARTS** This Lease may be executed in any number of identical counterparts and by scanned or facsimile signature, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument.
- 54. BINDING EFFECT** It is expressly understood and agreed that this Lease shall not constitute an offer or create any rights in Tenant's favor, and shall in no way obligate or be binding upon Owner, and this Lease shall have no force or effect until this Lease is duly executed by Tenant and Owner and a fully executed copy of this Lease is delivered to both Tenant and



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Owner.

55. SMOKING THERE IS NO SMOKING PERMITTED INSIDE THE APARTMENT (OR ON THE BALCONY OR TERRACE, IF ANY) UNDER ANY CIRCUMSTANCES. IF TENANT DISREGARDS THIS AGREEMENT, TENANT WILL FORFEIT ONE-THIRD (1/3) OF THE SECURITY DEPOSIT TO THE OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY). TENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS LEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS LEASE AGREEMENT.

TENANT AND OWNER SHALL SIGN AND COMPLETE THE BUILDING'S SMOKING POLICY ANNEXED AS RIDER ATTACHED TO THIS LEASE.

56. GARBAGE, REFUSE AND RECYCLING Tenant shall comply with the rules and regulations of the Building in all respects, including, but not limited to, those regarding garbage and recycling laws. Tenant shall not place any large articles outside of the Apartment except in compliance with the rules and regulations of the Building in all respects. Tenant agrees to promptly pay Owner for any violations for violation of Tenant's obligations pursuant to this Article 56.

57. TOILETS/PLUMBING FIXTURES The toilets and plumbing fixtures shall only be used for the purposes for which they were designed or built for. No feminine hygiene or similar products such as paper towels may be discarded in the toilets or plumbing fixtures.

58. EMERGENCIES Tenant will provide Owner with list of persons to contact in the event of an emergency. Emergencies include, but are not limited to: health and safety of Tenant or guests, water damage or fire, or unauthorized persons attempting entry into the Apartment without Owner's knowledge.

59. BICYCLES All bicycles are expressly forbidden in the Apartment.

60. ALARM SYSTEM ~~Tenant hereby acknowledges and agrees that the Apartment comes equipped with an alarm system (the "Alarm System") which must be turned on each and every time that Tenant leaves the Apartment unoccupied for an extended period of time. Owner shall deliver codes to Tenant to the Alarm System prior to Lease commencement. Tenant acknowledges that Tenant shall not change the Alarm System codes under any circumstances without the prior written consent of Owner. Tenant acknowledges and agrees that the foregoing is a material inducement for Owner to enter into this Lease, and but for said covenant, Owner would not have executed this Lease. Notwithstanding the presence of the Alarm System in the Apartment, Tenant hereby acknowledges and agrees that Owner will not be responsible for any loss or lost or stolen personal property, equipment, money or any article taken from the Apartment regardless of how or when such loss occurs.~~

61. THIRD PARTY BENEFICIARY This Lease is an agreement solely for the benefit of Owner and Tenant (and their permitted successors and/or assigns). No person, party or entity other than Owner and Tenant shall have any rights hereunder or be entitled to rely upon the terms, covenants and provisions contained herein. The provisions of this Article 61 shall survive the termination hereof.

62. MOVING IN, VACATING APARTMENT AND TERMINATION

- A. Should Owner become concerned with the inadequate care and/or supervision of Tenant's moving company's crew, Tenant shall instruct moving personnel to comply with Owner's reasonable request for added protection throughout the Apartment. All moving personnel must be fully insured and reasonable proof of such insurance must be supplied to Owner before moving will be permitted on or in the Apartment.
- B. In the course of Tenant's moving in, out or having items delivered to the Apartment, should there be any damage to the halls, doors or any other part of the Apartment or the Building, Tenant shall be responsible to pay for the repair of such damage.
- C. Upon the expiration of this Lease, Tenant shall return the Apartment in broom clean condition. Additional cleaning charges incurred by Owner due to Tenant's breach of this Article 62 shall be borne by Tenant and shall be deemed Additional Rent.

63. OWNER UNABLE TO PERFORM Notwithstanding anything to the contrary contained in this Lease, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefore, governmental actions, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, except with respect to the obligations imposed with regard to the payment of Rent and Additional Rent to be paid by Tenant pursuant to this Lease (any of the foregoing "Force Majeure") shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage.

64. ILLEGALITY. If a term in this Lease is illegal, invalid or unenforceable, the rest of this Lease remains in full force.

65. FLOOD RISK AND HISTORY NOTICE Tenant and Owner shall sign and complete the flood risk and history notice form annexed as a rider to this Lease.



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SIGNATURES CONTINUED ON NEXT PAGE



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

Witnesses

BY: HARLEM MULTI ONE, LLC

_____	_____	_____	_____
(Witness)	Date	(Landlord)	Date
		<i>Michael Borsellino</i>	07/17/2025
_____	_____	_____	_____
(Witness)	Date	Michael Borsellino (Tenant)	Date
		<i>Jennifer Thomas</i>	07/17/2025
_____	_____	_____	_____
(Witness)	Date	Jennifer Thomas (Tenant)	Date

1975 MADISON

EXHIBIT A

MEMORANDUM CONFIRMING TERM

[DELETE IF INAPPLICABLE]

THIS MEMORANDUM ("Memorandum") is made as of July 15, 2025 between Harlem Multi One, LLC, ("Owner") and Michael Borsellino and Jennifer Thomas ("Tenant"), pursuant to that certain Lease Agreement between Owner and Tenant dated as of November 1, 2025 (the "Lease") for the Apartment located at 1975 MADISON AVE, New York, NY 10035 (the "Apartment"), and more particularly described in the Lease. All initial-capitalized terms used in this Memorandum have the meanings ascribed to them in the Lease.

1) Owner and Tenant hereby confirm that:

- (a) The Lease Commencement Date of the Lease Term is November 1, 2025;
- (b) The expiration date of the Lease Term is October 31, 2027; and
- (c) The date Rent commences under the Lease is November 1, 2025.

2) Tenant hereby confirms that:

- (a) All commitments, arrangements or understandings made to induce Tenant to enter into the Lease have been satisfied;
- (b) The condition of the Apartment complies with Owner's obligations under the Lease; and
- (c) Tenant has accepted and is in full and complete possession of the Apartment.

3) This Memorandum shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first set forth above.

Witnesses

BY: HARLEM MULTI ONE, LLC

(Witness)

Date

(Landlord)

Date

Michael Borsellino 07/17/2025

(Witness)

Date

Michael Borsellino (Tenant)

Date

Jennifer Thomas 07/17/2025

(Witness)

Date

Jennifer Thomas (Tenant)

Date



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1975 MADISON



EXHIBIT B

STANDARD FORM OF APARTMENT LEASE



The Real Estate Board of New York, Inc.

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ATTACHED OWNER'S RULES AND REGULATIONS WHICH ARE A PART OF THE LEASE AS PROVIDED BY ARTICLE 10

1. Public Access Ways

- a) Tenants shall not block or leave anything in or on fire escapes, the sidewalks, entrances, driveways, elevators, stairways, or halls of the Building. Public access ways shall be used only for entering and leaving the Apartment and the Building. Only those elevators and passageways designated by Owner can be used for deliveries.
- b) Baby carriages, bicycles or other property of Tenants shall not be allowed to stand in the halls, passageways, public areas or common areas of the Building.

2. Bathroom and Plumbing Fixtures

The bathrooms, toilets and wash closets and plumbing fixtures shall only be used for the purposes for which they were designed or built; sweepings, rubbish bags, acids or other substances shall not be placed in them.

3. Refuse

Carpets, rugs or other articles shall not be hung or shaken out of any window of the Apartment or Building. Tenants 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 of the Building. Tenants shall not place any articles outside of the Apartments or outside of the Building except in safe containers and only at places designated by Owner.

4. Elevators

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 servants, messengers and trades people for entering and leaving, and the passenger elevators, if any, shall not be used by them for any purpose.

5. Laundry

Laundry and drying apparatus, if any, shall be used by Tenants in the manner and at the times that the superintendent or other representative of Owner may direct. Tenants shall not dry or air clothes on the roof.

6. Keys and Locks

Owner may retain a pass key to the apartment. ~~Tenants may install on the entrance of the Apartment an additional lock of not more than three inches in circumference. Tenants may also install a lock on any window but only in the manner provided by law. Immediately upon making any installation of either type, Tenants shall notify Owner or Owner's agent and shall give Owner or Owner's agent a duplicate key. If changes are made to the locks or mechanism installed by Tenants, Tenants must deliver keys to Owner. At the end of this Lease, Tenants must return to Owner all keys either furnished or otherwise obtained. If Tenants lose or fail to return any keys which were furnished to them, Tenants shall pay to Owner the cost of replacing them.~~

7. Noise

Tenants, their families, guests, employees, or visitors shall not make or permit any disturbing noises in the Apartment or Building or permit anything to be done that will interfere with the rights, comforts or convenience of other tenants. Also, Tenants shall not play a musical instrument or operate or allow to be operated a CD player, radio or television set so as to disturb or annoy any other occupant of the Building.

8. No Projections

An aerial may not be erected on the roof or outside wall of the Building without the written consent of Owner, in Owner's sole discretion. Also, awnings or other projections shall not be attached to the outside walls of the Building or to any balcony or terrace.

9. No Pets

Dogs or animals of any kind shall not be kept or harbored in the Apartment, unless in each instance it be expressly permitted in writing by Owner. This consent, if given, can be taken back by Owner at any time for good cause on reasonably given notice. Unless carried or on a leash, pets shall not be permitted on any passenger elevator or in any public portion of the building. Also, pets are not permitted on any grass or garden plot under any condition. THE STRICT ADHERENCE TO THE PROVISIONS OF THIS RULE BY EACH TENANT IS A MATERIAL REQUIREMENT OF EACH LEASE. TENANT'S FAILURE TO OBEY THIS RULE SHALL BE CONSIDERED A MATERIAL BREACH BY TENANT UNDER THE LEASE AND OWNER MAY ELECT TO END THE LEASE BASED UPON THIS VIOLATION.

10. Moving

Tenants can use the elevator to move furniture and possessions only on designated days and hours. Owner shall not be liable for any costs, expenses or damages incurred by Tenants in moving because of delays caused by the unavailability of the elevator.

11. Floors

Apartment floors shall be covered with rugs or carpeting of at least 80% of the floor area of each room excepting only kitchens, pantries, bathrooms and hallways. The tacking strip for wall-to-wall carpeting will be glued, not nailed to the



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floor.

12. Window Guards IT IS A VIOLATION OF LAW TO REFUSE, INTERFERE WITH INSTALLATION, OR REMOVE WINDOW GUARDS WHERE REQUIRED. (SEE ATTACHED WINDOW GUARD RIDER)

13. Odors Tenants shall not permit objectionable odors to emanate from the Apartment or the Building.

14. Smoke and Carbon Monoxide Detectors Tenants shall not remove batteries from smoke or carbon monoxide detectors or in any other way disarm them.



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1975 MADISON

FIRE SAFETY PLAN

PART I - BUILDING INFORMATION SECTION

BUILDING: **1975 MADISON**ADDRESS: **1975 MADISON AVE, New York, NY 10035****BUILDING OWNER/REPRESENTATIVE:**Name: **Harlem Multi One, LLC**Address: **1975 Madison Avenue, New York NY 10035**Contact: **Harlem Multi One, LLC** Telephone: **(646) 386-9700****BUILDING INFORMATION:****Year of Construction:** **2025****Type of Construction:** **Non-Combustible****Number of Floors:** **8** Above Ground **1** Below Ground**Sprinkler System:** **Yes**

Entire Building

Fire Alarm: **Yes;** Transmits Alarm to Fire Dept/Fire Alarm Co.

Manual Pull Stations: Basement Electric Room

Public Address System: **No****Means of Egress:** (e.g., Unenclosed/Enclosed Interior Stairs, Exterior Stairs, Fire Tower Stairs, Fire Escapes, Exits):

Type of Egress	Identification	Location	Leads to
Enclosed Stairs	Stair A	Middle of Building	Madison Avenue
Enclosed Stairs	Stair B	Middle of Building	Madison Avenue

Other Information:**DATE PREPARED:** 7/2/2025

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1975 MADISON

FIRE SAFETY PLAN

PART II - FIRE EMERGENCY INFORMATION

BUILDING: 1975 MADISONADDRESS: 1975 MADISON AVE #805, New York, NY 10035

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



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1975 MADISON

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.



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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.



Initials: _____

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1975 MADISON

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 your nose.
6. If your clothes catch fire, don't run. Stop where you are, drop to the ground, cover your face with your hands to protect your face and lungs and roll over to smother the flames.

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

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



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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.



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1975 MADISON

AMENITIES AGREEMENT MARKET APARTMENTS 1975 MADISON AVE, NEW YORK, NY

Licensee Name: Michael Borsellino	
Tenant(s) of Record Name: Michael Borsellino and Jennifer Thomas	
Address: 1975 MADISON AVE, Apt. #805, New York, NY	Telephone:

Execution of this Agreement by the undersigned occupant (referred to herein as the "Licensee") of apartment **#805** ("Apartment"), shall entitle the Licensee to the use of the amenities (hereinafter the "Amenities") at the premises located at **1975 MADISON AVE**, in the City of **New York**, and State of **New York**, subject to compliance by the Licensee with all the terms and conditions of this Agreement.

The owner and landlord of the Building is **Harlem Multi One, LLC**, hereinafter referred to as "Licensor."

The tenant(s) of record of apartment **#805** is/are **Michael Borsellino and Jennifer Thomas** (referred to herein as the "Tenant").

The Amenities include the following:

- Fitness Center
- Wellness Garden
- Rooftop Terrace and Lounge

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

1. The term ("Term") of this License shall commence on **February 1, 2026** ("Commencement Date") and expire either on the date on which Licensee vacates the Apartment or the date on which the Apartment's Lease terminates or expires on **October 31, 2027**, whichever is earlier ("Expiration Date"), unless the Term shall terminate pursuant to any of the terms of this License or pursuant to law. In no event shall the Term extend beyond the earlier of the date on which Licensee vacates the Apartment or the date on which the Apartment's Lease terminates or expires.
2. In consideration for the granting by Licensor of the License to Licensee, Licensee shall pay to Licensor a license fee ("License Fee") equal to the sum of **SEVENTY-FIVE DOLLARS (\$75.00)** per month, in advance, on the first day of each month. Licensor may increase the License Fee on thirty (30) days' prior notice to Licensee. The License Fee shall be deemed Additional Rent under the Lease. In the event that the License 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.
3. Licensee shall be provided with an electronic keyfob (or other access control device) to gain admission to the Amenities. The keyfob (or other access control device) assigned to the Licensee shall be used solely by the Licensee and shall not be transferable, except as provided herein.
4. Use of the Amenities shall be on a first come, first served basis, unless reserved by another resident. The Licensor does not guaranty availability of the Amenities to all licensees at all times, and the use of the Amenities may be limited or restricted in the sole discretion of the Licensor, and may, under all circumstances, be utilized only by licensees who reside in the subject building.
5. **General Rules & Regulations:**
 - A. The amenities hours of operation shall be posted next to said amenity. The hours of operation are subject to change at any time.
 - B. The Residential Amenity Club Manager is available for handling all questions regarding membership, policies and procedures, reservations and room rentals, and is available Monday – Friday, 9:00 AM – 5:00 PM.
 - C. Except where specified, proper attire for the amenities shall consist of, at a minimum, shirt, shorts, and footwear.
 - D. Licensee agrees and understands that **all Amenity areas** are smoke-free (i.e. smoking of any kind, including vaping, is not permitted) and food and beverage use is subject to the Rules that are and/or will be posted.
 - E. Except where specified herein, no use of electrical appliances is permitted, and no music may be played or produced.



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- F. All independent service providers (personal trainers, exercise class instructors, caterers, etc.) must register prior to being allowed entry to the amenities and must be accompanied by Licensee. Licensee can refer to the Residential Amenity Club Manager for registration information.
 - G. Licensee must adhere to the age limit restrictions per designated area.
 - H. A licensee wishing to bring a guest(s) must register their guest(s) in advance. Except where specified herein, the licensee wishing to bring a guest must at least eighteen (18) years of age. The number of guests permitted for each amenity space shall be posted with the hours of operation.
 - I. Under no circumstances are any guests to receive instruction from personal trainers, exercise class instructors, or any other instructor.
 - J. Except where specified, a non-resident caretaker/guardian shall be considered a guest.
 - K. Except where specified, all guests must be accompanied by the Licensee throughout the visit.
 - L. Licensees shall have a priority for the use of the Amenities.
 - M. Pets are not permitted in any of the Amenities.
 - N. Management is not responsible for any personal items left in the Amenities.
 - O. Licensee must adhere to the food and drink restrictions per designated area.
 - P. Licensee agrees that s/he will not permit the guest to do anything that will interfere with the rights, comforts or convenience of other licensee, and Licensee shall be liable for the behavior and actions of any guest they bring. Therefore, it is required that Licensee obtain insurance (renter's insurance) for their respective apartment. When Licensee obtains renter's insurance, Licensee must name thereon the Licensor herein and its "principals and agents" as "additional assureds".
 - Q. Designated areas may be available for private parties. Any reservations must be made with the Residential Amenity Club Manager.
6. The Amenities may never be utilized for more than **4 hours** at a time.
 7. Licensee understands and acknowledges that in the event the Licensee fails to leave the Amenity areas clean, or cause any damage to such areas, the Licensee 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 **\$300.00** per hour.
 8. The Licensor 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 Licensee to continue to provide the Amenities.
 9. The Licensee shall comply with all rules, regulations and directives posted by the Licensor in the Amenity areas, which rules, regulations and directives may be changed from time to time by Licensor in its sole discretion. The Licensee shall ensure compliance with such rules, regulations and directives by all of Licensee's guests. Failure to abide by any rules, regulations and directives may result in ejection from the Amenity areas and/or suspension or termination of this License in the sole and absolute discretion of the Licensor in accordance with terms and conditions of ¶ 18 herein.
 10. The Licensor, its affiliates, agents and employees shall not be liable for loss, theft or damage to the property of Licensee or Licensee's guests. The Licensee shall be required to pay or reimburse any claim, cost, liability, fee, expense and/or attorney's fees arising from the Licensee's or Licensee'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/or within the Amenities.
 11. Use of the Amenities is at the Licensee's risk, and Licensor assumes no responsibility or risk of loss for loss or damage to Licensee's property or bodily injury or harm to Licensee.
 12. With respect to the **Fitness Center and Wellness Garden**, 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 or services contra-indicated shall utilize these areas. Licensee further acknowledges and understands that the Licensor herein takes no responsibilities for any accident that may occur to Licensee as a result of the use of equipment or services or another Licensee's use of the equipment in the said rooms and Licensee has herein agreed that if Licensee uses and or utilizes said equipment that Licensee's use thereof shall be at Licensee's sole risk. Licensee should consult with Licensee's physician and or doctor prior to using such equipment or services.
 13. To the fullest extent permitted by law, Licensee shall indemnify, defend, and hold harmless the Owner, the Managing agent, the Licensor, and their agents and employees from and against all claims, damages losses and expenses, including



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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 Licensee and/or their guest(s) or anyone else.

14. Licensee assumes the risk of the use of the Amenities. Licensee expressly waives and releases Licensor from all claims against Licensor and agrees to hold Licensor harmless for any loss, damage or injury resulting from the use of the roof deck and/or gym, regardless of the cause. Licensor shall not be liable for any injury or damage to persons or property, or damages caused by other Licensees or persons in the Building, arising from the use of the Amenities.
15. Licensee covenants and agrees, at its sole cost and expense, to the fullest extent permitted by law, to indemnify, defend and hold Licensor, 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 Licensee (or any person holding or claiming through or under Licensee) 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 Licensee in the performance of any of Licensee's covenants or obligations under this Agreement; (d) any act, negligence or default or error or omission or breach of contract by or of Licensee, or any of its agents, servants, employees, contractors, invitees or licensees or of any person holding or claiming through or under Licensee; 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 Licensee (or person holding or claiming through or under Licensee) in or about the premises. Further, Licensee agrees to indemnify and hold Licensor 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 Licensor by reason of any such claim, Licensee, upon notice from Licensor, agrees to resist and defend such action at Licensee's sole cost and expense.
16. 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 Licensee, and shall also include injury or death of any guest of the Licensee. Licensee's liability under this indemnification is not limited to the limits of insurance.
17. Licensee shall be responsible for the loss or damage to furniture and equipment provided to Licensee for Licensee's use of the Amenities, and shall comply with all rules, regulations and directives that may be posted from time to time relating thereto.

18. Default and Termination

- A. If Licensee fails to carry out any agreement or provision of this License, both Licensee and Tenant default under the License.
- B. If Licensee defaults under the License, other than a default in the agreement to pay the License Fee, Licensor may serve Licensee and Tenant with a written notice to stop or correct the specified default within ten (10) days. Licensee and Tenant must then either stop or correct the default within ten (10) days, or, if Licensee and Tenant need more than ten (10) days, Licensee and 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 Licensee and Tenant do not stop or begin to correct a default within ten (10) days, Licensor may give Licensee and Tenant a second written notice that this License will end six (6) days after the date the second written notice is sent to Licensee and Tenant. At the end of this six (6) day period, this License will end and Licensor immediately shall turn off Licensee's access cards. In addition to the foregoing, Licensor shall have the right to ask a Court give the Licensor such other relief as the Court can provide.
- C. If Licensee does not pay the License Fee within five (5) days of when this License requires, Licensor or Licensor's agent shall send Licensee, via certified mail, a written notice stating the failure to receive such License Fee. Provided Licensor has served Licensee with a fourteen (14) day written demand, and Licensor does not receive the overdue Licensee Fee within fourteen (14) days after such written fourteen (14) day demand for Licensee Fee has been made, Owner may commence an action or summary proceeding seeking the payment of all License Fees.
- D. If Licensee defaults under the License, Licensee and Tenant consent to any process that may be served either personally, by facsimile or by certified or registered mail, return receipt requested, to Tenant and Licensee at the Apartment, or in any manner provided by New York Law.
- E. The License shall immediately be revoked by Licensor at such time as the Licensee vacates the Apartment or the Apartment's Lease terminates or expires – without Licensor commencing any legal action or proceeding.
- F. Licensee shall not assign or sublet this License. In any such event, the License shall immediately be revoked by Licensor.
- G. Once this License has been ended, whether because of default or otherwise, Licensee gives up any right Licensee



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1975 MADISON

might otherwise have to reinstate or renew the License.

19. Renewal

- A. Unless this License is terminated by Licensor pursuant to ¶ 18 prior to its expiration, this Agreement shall expire at the end of the Term. This License shall be renewed only by permission of the Licensor for a period that is co-terminus with the Apartment's renewal lease.
- B. When Licensee renews the License, Licensee shall execute a License Renewal form prior to the expiration of the Term. Said License Renewal shall expire either on the date on which Licensee vacates the Apartment or the date on which the Apartment's renewal lease terminates or expires.

20. Notice

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

21. Surrender

- A. Upon the expiration or earlier termination of this License, Licensee shall surrender all keys and/or access cards to the amenities to the Licensor.
 - B. Any expenses incurred by Licensor for Licensee's failure to surrender the keys and/or access cards to the Licensor upon expiration or earlier termination of this License, shall be charged to Licensee as additional rent under the Lease. Any attorney's fees and disbursements incurred as a result of legal action taken by Licensor or its agents to enforce this License shall be charged to Licensee and shall be payable as additional rent pursuant to the Lease
 - C. If Licensee shall fail to surrender the keys and/or access cards upon the expiration or earlier termination of this License, Licensor shall proceed as provided in ¶ 18.
- 22.** This License shall constitute a License only and shall not be construed under any circumstances to constitute (a) any right, title, estate or interest in the amenities (b) a landlord/tenant relationship between Licensor and Licensee, (c) a lease or a conveyance of personal or real property by Licensor to Licensee. This License grants to Licensee only a personal privilege revocable by Licensor on the terms set forth herein.
- 23.** This License 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.



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24. This License 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 License cannot be changed or terminated orally, and can be modified only in writing, executed by each party hereto.

Michael Borsellino 07/17/2025

Michael Borsellino (Tenant) Date

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

Harlem Multi One, LLC

(Landlord) Date

1975 MADISON

AMENITIES AGREEMENT MARKET APARTMENTS 1975 MADISON AVE, NEW YORK, NY

Licensee Name: Jennifer Thomas	
Tenant(s) of Record Name: Michael Borsellino and Jennifer Thomas	
Address: 1975 MADISON AVE, Apt. #805, New York, NY	Telephone:

Execution of this Agreement by the undersigned occupant (referred to herein as the "Licensee") of apartment **#805** ("Apartment"), shall entitle the Licensee to the use of the amenities (hereinafter the "Amenities") at the premises located at **1975 MADISON AVE**, in the City of **New York**, and State of **New York**, subject to compliance by the Licensee with all the terms and conditions of this Agreement.

The owner and landlord of the Building is **Harlem Multi One, LLC**, hereinafter referred to as "Licensor."

The tenant(s) of record of apartment **#805** is/are **Michael Borsellino and Jennifer Thomas** (referred to herein as the "Tenant").

The Amenities include the following:

- Fitness Center
- Wellness Garden
- Rooftop Terrace and Lounge

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

1. The term ("Term") of this License shall commence on **February 1, 2026** ("Commencement Date") and expire either on the date on which Licensee vacates the Apartment or the date on which the Apartment's Lease terminates or expires on **October 31, 2027**, whichever is earlier ("Expiration Date"), unless the Term shall terminate pursuant to any of the terms of this License or pursuant to law. In no event shall the Term extend beyond the earlier of the date on which Licensee vacates the Apartment or the date on which the Apartment's Lease terminates or expires.
2. In consideration for the granting by Licensor of the License to Licensee, Licensee shall pay to Licensor a license fee ("License Fee") equal to the sum of **SEVENTY-FIVE DOLLARS (\$75.00)** per month, in advance, on the first day of each month. Licensor may increase the License Fee on thirty (30) days' prior notice to Licensee. The License Fee shall be deemed Additional Rent under the Lease. In the event that the License 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.
3. Licensee shall be provided with an electronic keyfob (or other access control device) to gain admission to the Amenities. The keyfob (or other access control device) assigned to the Licensee shall be used solely by the Licensee and shall not be transferable, except as provided herein.
4. Use of the Amenities shall be on a first come, first served basis, unless reserved by another resident. The Licensor does not guaranty availability of the Amenities to all licensees at all times, and the use of the Amenities may be limited or restricted in the sole discretion of the Licensor, and may, under all circumstances, be utilized only by licensees who reside in the subject building.
5. **General Rules & Regulations:**
 - A. The amenities hours of operation shall be posted next to said amenity. The hours of operation are subject to change at any time.
 - B. The Residential Amenity Club Manager is available for handling all questions regarding membership, policies and procedures, reservations and room rentals, and is available Monday – Friday, 9:00 AM – 5:00 PM.
 - C. Except where specified, proper attire for the amenities shall consist of, at a minimum, shirt, shorts, and footwear.
 - D. Licensee agrees and understands that **all Amenity areas** are smoke-free (i.e. smoking of any kind, including vaping, is not permitted) and food and beverage use is subject to the Rules that are and/or will be posted.
 - E. Except where specified herein, no use of electrical appliances is permitted, and no music may be played or produced.



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- F. All independent service providers (personal trainers, exercise class instructors, caterers, etc.) must register prior to being allowed entry to the amenities and must be accompanied by Licensee. Licensee can refer to the Residential Amenity Club Manager for registration information.
 - G. Licensee must adhere to the age limit restrictions per designated area.
 - H. A licensee wishing to bring a guest(s) must register their guest(s) in advance. Except where specified herein, the licensee wishing to bring a guest must at least eighteen (18) years of age. The number of guests permitted for each amenity space shall be posted with the hours of operation.
 - I. Under no circumstances are any guests to receive instruction from personal trainers, exercise class instructors, or any other instructor.
 - J. Except where specified, a non-resident caretaker/guardian shall be considered a guest.
 - K. Except where specified, all guests must be accompanied by the Licensee throughout the visit.
 - L. Licensees shall have a priority for the use of the Amenities.
 - M. Pets are not permitted in any of the Amenities.
 - N. Management is not responsible for any personal items left in the Amenities.
 - O. Licensee must adhere to the food and drink restrictions per designated area.
 - P. Licensee agrees that s/he will not permit the guest to do anything that will interfere with the rights, comforts or convenience of other licensee, and Licensee shall be liable for the behavior and actions of any guest they bring. Therefore, it is required that Licensee obtain insurance (renter's insurance) for their respective apartment. When Licensee obtains renter's insurance, Licensee must name thereon the Licensor herein and its "principals and agents" as "additional assureds".
 - Q. Designated areas may be available for private parties. Any reservations must be made with the Residential Amenity Club Manager.
6. The Amenities may never be utilized for more than **4 hours** at a time.
 7. Licensee understands and acknowledges that in the event the Licensee fails to leave the Amenity areas clean, or cause any damage to such areas, the Licensee 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 **\$300.00** per hour.
 8. The Licensor 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 Licensee to continue to provide the Amenities.
 9. The Licensee shall comply with all rules, regulations and directives posted by the Licensor in the Amenity areas, which rules, regulations and directives may be changed from time to time by Licensor in its sole discretion. The Licensee shall ensure compliance with such rules, regulations and directives by all of Licensee's guests. Failure to abide by any rules, regulations and directives may result in ejection from the Amenity areas and/or suspension or termination of this License in the sole and absolute discretion of the Licensor in accordance with terms and conditions of ¶ 18 herein.
 10. The Licensor, its affiliates, agents and employees shall not be liable for loss, theft or damage to the property of Licensee or Licensee's guests. The Licensee shall be required to pay or reimburse any claim, cost, liability, fee, expense and/or attorney's fees arising from the Licensee's or Licensee'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/or within the Amenities.
 11. Use of the Amenities is at the Licensee's risk, and Licensor assumes no responsibility or risk of loss for loss or damage to Licensee's property or bodily injury or harm to Licensee.
 12. With respect to the **Fitness Center and Wellness Garden**, 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 or services contra-indicated shall utilize these areas. Licensee further acknowledges and understands that the Licensor herein takes no responsibilities for any accident that may occur to Licensee as a result of the use of equipment or services or another Licensee's use of the equipment in the said rooms and Licensee has herein agreed that if Licensee uses and or utilizes said equipment that Licensee's use thereof shall be at Licensee's sole risk. Licensee should consult with Licensee's physician and or doctor prior to using such equipment or services.
 13. To the fullest extent permitted by law, Licensee shall indemnify, defend, and hold harmless the Owner, the Managing agent, the Licensor, and their agents and employees from and against all claims, damages losses and expenses, including



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1975 MADISON

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 Licensee and/or their guest(s) or anyone else.

14. Licensee assumes the risk of the use of the Amenities. Licensee expressly waives and releases Licensor from all claims against Licensor and agrees to hold Licensor harmless for any loss, damage or injury resulting from the use of the roof deck and/or gym, regardless of the cause. Licensor shall not be liable for any injury or damage to persons or property, or damages caused by other Licensees or persons in the Building, arising from the use of the Amenities.
15. Licensee covenants and agrees, at its sole cost and expense, to the fullest extent permitted by law, to indemnify, defend and hold Licensor, 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 Licensee (or any person holding or claiming through or under Licensee) 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 Licensee in the performance of any of Licensee's covenants or obligations under this Agreement; (d) any act, negligence or default or error or omission or breach of contract by or of Licensee, or any of its agents, servants, employees, contractors, invitees or licensees or of any person holding or claiming through or under Licensee; 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 Licensee (or person holding or claiming through or under Licensee) in or about the premises. Further, Licensee agrees to indemnify and hold Licensor 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 Licensor by reason of any such claim, Licensee, upon notice from Licensor, agrees to resist and defend such action at Licensee's sole cost and expense.
16. 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 Licensee, and shall also include injury or death of any guest of the Licensee. Licensee's liability under this indemnification is not limited to the limits of insurance.
17. Licensee shall be responsible for the loss or damage to furniture and equipment provided to Licensee for Licensee's use of the Amenities, and shall comply with all rules, regulations and directives that may be posted from time to time relating thereto.

18. Default and Termination

- A. If Licensee fails to carry out any agreement or provision of this License, both Licensee and Tenant default under the License.
- B. If Licensee defaults under the License, other than a default in the agreement to pay the License Fee, Licensor may serve Licensee and Tenant with a written notice to stop or correct the specified default within ten (10) days. Licensee and Tenant must then either stop or correct the default within ten (10) days, or, if Licensee and Tenant need more than ten (10) days, Licensee and 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 Licensee and Tenant do not stop or begin to correct a default within ten (10) days, Licensor may give Licensee and Tenant a second written notice that this License will end six (6) days after the date the second written notice is sent to Licensee and Tenant. At the end of this six (6) day period, this License will end and Licensor immediately shall turn off Licensee's access cards. In addition to the foregoing, Licensor shall have the right to ask a Court give the Licensor such other relief as the Court can provide.
- C. If Licensee does not pay the License Fee within five (5) days of when this License requires, Licensor or Licensor's agent shall send Licensee, via certified mail, a written notice stating the failure to receive such License Fee. Provided Licensor has served Licensee with a fourteen (14) day written demand, and Licensor does not receive the overdue Licensee Fee within fourteen (14) days after such written fourteen (14) day demand for Licensee Fee has been made, Owner may commence an action or summary proceeding seeking the payment of all License Fees.
- D. If Licensee defaults under the License, Licensee and Tenant consent to any process that may be served either personally, by facsimile or by certified or registered mail, return receipt requested, to Tenant and Licensee at the Apartment, or in any manner provided by New York Law.
- E. The License shall immediately be revoked by Licensor at such time as the Licensee vacates the Apartment or the Apartment's Lease terminates or expires – without Licensor commencing any legal action or proceeding.
- F. Licensee shall not assign or sublet this License. In any such event, the License shall immediately be revoked by Licensor.
- G. Once this License has been ended, whether because of default or otherwise, Licensee gives up any right Licensee



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1975 MADISON

might otherwise have to reinstate or renew the License.

19. Renewal

- A. Unless this License is terminated by Licensor pursuant to ¶ 18 prior to its expiration, this Agreement shall expire at the end of the Term. This License shall be renewed only by permission of the Licensor for a period that is co-terminus with the Apartment's renewal lease.
- B. When Licensee renews the License, Licensee shall execute a License Renewal form prior to the expiration of the Term. Said License Renewal shall expire either on the date on which Licensee vacates the Apartment or the date on which the Apartment's renewal lease terminates or expires.

20. Notice

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

21. Surrender

- A. Upon the expiration or earlier termination of this License, Licensee shall surrender all keys and/or access cards to the amenities to the Licensor.
 - B. Any expenses incurred by Licensor for Licensee's failure to surrender the keys and/or access cards to the Licensor upon expiration or earlier termination of this License, shall be charged to Licensee as additional rent under the Lease. Any attorney's fees and disbursements incurred as a result of legal action taken by Licensor or its agents to enforce this License shall be charged to Licensee and shall be payable as additional rent pursuant to the Lease
 - C. If Licensee shall fail to surrender the keys and/or access cards upon the expiration or earlier termination of this License, Licensor shall proceed as provided in ¶ 18.
22. This License shall constitute a License only and shall not be construed under any circumstances to constitute (a) any right, title, estate or interest in the amenities (b) a landlord/tenant relationship between Licensor and Licensee, (c) a lease or a conveyance of personal or real property by Licensor to Licensee. This License grants to Licensee only a personal privilege revocable by Licensor on the terms set forth herein.
23. This License 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.



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1975 MADISON

24. This License 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 License cannot be changed or terminated orally, and can be modified only in writing, executed by each party hereto.

Jennifer Thomas

07/17/2025

Jennifer Thomas (Tenant)

Date

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

Harlem Multi One, LLC

(Landlord)

Date



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1975 MADISON

RIDER TO AMENITIES LICENSE AGREEMENT - LICENSE FEE TEMPORARY CONCESSION

IT IS HEREBY AGREED this 15th day of July, 2025, by and between Harlem Multi One, LLC (hereinafter "Licensor"), owner of the premises known as and located at 1975 MADISON AVE, New York, NY 10035 ("subject premises") and Michael Borsellino and Jennifer Thomas (hereinafter "Licensee"), tenant or qualified occupant of Apartment #805 in the subject premises (hereinafter "Apartment") as follows:

1. The parties agree that the Licensor offers certain amenities at the subject premises (hereinafter "Amenities"), and that Licensee has signed a license agreement, dated July 15, 2025, to enjoy the Amenities (hereinafter "Agreement").
2. The parties agree that the cost to utilize the Amenities per the Agreement ("License Fee") is \$75.00 per month.
3. During the entire term of the Agreement, the Licensee Fee for the Amenities shall remain the sum set forth in ¶ 2 of this Rider; however, the Licensor agrees to provide Licensee with the following concession, due to ongoing construction at the Building and unavailability of certain amenities, representing a temporary concession of the License Fee: a concession equal to \$900.00 for the period from September 1, 2025 through February 28, 2026;
4. Said temporary concession is not intended as a preference to govern throughout Licensee's tenancy in the Apartment or Licensee's enrollment in the Amenities. Other than during the periods specified at ¶ 3 of this Rider, the full monthly License Fee recited in the Agreement must be paid in order to satisfy Licensee's License Fee obligation. It is acknowledged and agreed by the parties that the License Fee for any subsequent renewal of the Agreement will be based upon the License Fee set by the Licensor, such that the Licensor's willingness and agreement to grant a temporary concession have no effect upon the full amount of the License Fee.
5. The parties shall be deemed to have jointly drawn this Rider in order to avoid any negative inference against the preparer of the document. The covenants, agreements, terms, provisions and conditions contained in this Rider shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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

Harlem Multi One, LLC

Michael Borsellino

07/17/2025

Michael Borsellino (Tenant)

Date

(Landlord)

Date

Jennifer Thomas

07/17/2025

Jennifer Thomas (Tenant)

Date



Initials: _____

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1975 MADISON



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): **Michael Borsellino and Jennifer Thomas**

Subject Premises: **1975 MADISON AVE #805, New York, NY 10035**

Apt.#: **805**

Date of vacancy lease: **November 1, 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:

Harlem Multi One, LLC

Michael Borsellino

07/17/2025

Michael Borsellino (Tenant)

Date

(Landlord)

Date

Jennifer Thomas

07/17/2025

Jennifer Thomas (Tenant)

Date



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THE NEW YORK CITY DEPARTMENT OF HEALTH AND MENTAL HYGIENE

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

EHS1317501 - 1.09



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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



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1975 MADISON

CLASS ACTION WAIVER

THE PARTIES WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (II) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION. THIS CLASS ACTION WAIVER SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE.

Harlem Multi One, LLC

Michael Borsellino 07/17/2025

Michael Borsellino (Tenant) Date (Landlord) Date

Jennifer Thomas 07/17/2025

Jennifer Thomas (Tenant) Date

1975 MADISON

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED JULY 15, 2025 BETWEEN HARLEM MULTI ONE, LLC (OWNER/AGENT) AND MICHAEL BORSELLINO AND JENNIFER THOMAS (TENANT) REGARDING APARTMENT 805 IN THE PREMISES LOCATED AT 1975 MADISON AVE, NEW YORK, NEW YORK 10035. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

RIDER TO LEASE: CONSTRUCTION

WHEREAS, Michael Borsellino and Jennifer Thomas (hereinafter "Tenant") has requested of **Harlem Multi One, LLC**, the Owner of the premises known as and located at **1975 MADISON, 1975 MADISON AVE, New York, NY 10035**, (the "Premises"), that Tenant be permitted to execute a lease (hereinafter "the Lease") and enter into occupancy of the above-referenced Apartment (hereinafter "the Apartment") at the Premises; and

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

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

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

Tenant hereby:

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

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



1975 MADISON

Lease freely, voluntarily and knowingly.

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

(Landlord) Jennifer Thomas 07/17/2025 Jennifer Thomas (Tenant) Date	Michael Borsellino 07/17/2025 Michael Borsellino (Tenant) Date
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1975 MADISON

1975 MADISON AVE
NEW YORK, NY 10035
APT. # 805

EARLY OCCUPANCY AGREEMENT DURING CONSTRUCTION

(License)

IN THE EVENT THAT THERE ARE ANY PROVISIONS CONTAINED IN THIS AGREEMENT WHICH ARE INCONSISTENT WITH THE PROVISIONS CONTAINED IN THE BODY OF THE LEASE DATED JULY 15, 2025, IT SHALL BE DEEMED TO BE THE INTENT OF THE PARTIES HERETO THAT THE PROVISIONS CONTAINED IN THIS AGREEMENT SUPERSEDE ANY INCONSISTENT PROVISIONS THEREIN SUCH THAT SAID LEASE IS DEEMED MODIFIED HEREBY.

LICENSE AGREEMENT ("Agreement") by and between **Harlem Multi One, LLC** ("Licensor"), with offices at **1975 MADISON AVE, New York, NY 10035** and **Michael Borsellino and Jennifer Thomas** ("Licensee"), whose address is **1975 MADISON AVE #805, New York, NY 10035**.

WHEREAS, pursuant to a certain lease dated July 15, 2025, (hereinafter "the Lease") Licensee will be the tenant of Apartment **805** (the "Apartment") at **1975 MADISON AVE, New York, NY 10035** ("Building") commencing on November 1, 2025 ("the Commencement Date"); and

WHEREAS, Licensee has been specifically advised prior to the execution of the Lease by Licensee that the Licensor shall be engaging in on-going construction activities at the Building and may include, but may not be limited to, the possible need for access to the Apartment, the creation of noise, dust, debris, loss of use of all or portions of common areas and/or amenities during certain periods of time and other events normally associated with construction activities; and

WHEREAS, notwithstanding the Commencement Date of the Lease and the Commencement Date of Licensee's tenancy thereunder, because of the ongoing construction at the Building, Licensor has agreed to permit Licensee to enter into occupancy of the Apartment prior to said commencement date at no cost to Licensee and predicated upon the execution and binding nature of the Lease.

WHEREAS, in consideration of the foregoing and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Licensor hereby grants permission for Licensee to occupy the Apartment prior to the Commencement Date.
2. Licensor hereby grants permission to the Licensee to occupy the Apartment effective September 1, 2025.
3. The License shall be for a term commencing September 1, 2025 and expiring on October 31, 2025 ("License Period").
4. Occupancy of the Apartment by Licensee prior to the Commencement Date shall be as the licensee of Licensor. It is expressly understood that Licensee has entered into this Agreement with Licensor predicated on and solely as an incident of Licensee's having entered into the Lease. Absent Licensee's having entered into the Lease, Licensor would not have offered or executed this Agreement to permit Licensee to enter into the Apartment prior to the Commencement Date.
5. It is expressly understood and agreed that the occupancy by the Licensee pursuant to this License Agreement is exempt from and is not covered by the Rent Stabilization Law, the Rent Stabilization Code, the City Rent Law or the Rent and Eviction Regulations.
6. Licensee shall use and occupy the apartment for its residential purposes only and for no other purpose and by no other person. Licensee specifically agrees that only the Licensee and such others persons, if any, as are authorized to occupy the apartment under the Lease may use the apartment.
7. Licensee for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, expressly covenants that it shall not assign, mortgage or encumber this agreement, nor assign, underlet, sublet or suffer or permit the demised premises or any part thereof to be used by others, without the prior written consent of the of Licensor in each instance. Said consent of Licensor can be unreasonably withheld. If the Licensee assigns or sublets, its right to occupancy of the apartment, the license shall end and expire immediately upon such attempted assignment or sublease.
8. Licensee has examined the Apartment and accepts it in its present condition. Licensee agrees that Licensee shall complete the move-in inspection checklist.
9. Predicated upon Licensee's representation as to Licensee's intention to honor and proceed with the Lease on its commencement date and predicated upon the ongoing construction and unavailability of fully operational and open amenities at the Building, including but not limited to the gym, parking, and roof deck, Licensor agrees to waive Licensee's payment of a fee for the use and occupancy for of the Apartment during this License Period. However, in the event that Licensee fails to honor and proceed with the Lease on its commencement date and fulfill all obligations of the entire lease term, then Licensee shall be liable to Licensor for Licensee's use and occupancy of the Apartment in the sum of **\$210.83**



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1975 MADISON

- per day, which sum is the equivalent of a pro-rated daily rate of the monthly rental for the Apartment under the Lease; in such an event, Licensee shall continue to be liable for “use and occupancy” payments at this amount until Licensee vacates the Apartment.
10. Licensee agrees that Licensee shall be bound, during the term of this license, to all obligations, rules and regulations of the Lease for the Apartment, as if said Lease were applicable to the Apartment during the term of the License. It is hereby acknowledged that the Licensee has read and understands the Lease and this agreement and will not violate either in any way.
11. Licensor may terminate Licensee’s license to occupy the Apartment by giving Licensee a written ten (10) day notice to quit pursuant to RPAPL § 713 for any reason set forth in the Lease as a violation of tenancy or due to Licensee’s failure to honor the Lease it has executed.
12. It is specifically understood and agreed by and between the parties that the within Agreement is the result of extensive negotiations between the parties, such that both parties shall be deemed to have drawn these documents in order to avoid any negative inference by any court as against the preparer of the document.
13. The parties hereto have caused this AGREEMENT to be executed as of the day and year recited below as the date signed by Licensor.

Harlem Multi One, LLC

Michael Borsellino 07/17/2025

Michael Borsellino (Tenant) Date (Landlord) Date

Jennifer Thomas 07/17/2025

Jennifer Thomas (Tenant) Date



Commission On
Human Rights

NYC Fair Chance Housing Notice: Criminal Records

As of **January 1, 2025**, in NYC, it is illegal for most housing providers to discriminate on the basis of a conviction history in rentals or sales, including co-ops and condos.

The protections of the NYC Fair Chance Housing Law apply to current tenants as well as applicants.

It is a violation of the Law for covered housing providers to:

Make statements about criminal background checks or criminal records or express limitations on this basis in ads and applications

Treat applicants or tenants differently because of a conviction history except as allowed by the Fair Chance Housing Law.

Covered housing providers **may NEVER** change the terms of a sale or lease because of a conviction history. Covered housing providers **may** revoke a housing offer or decline to renew a lease **ONLY** based on limited kinds of convictions and **ONLY** when they follow the requirements of the Fair Chance Housing Law.

The NYC Fair Chance Housing Law does not require housing providers to run criminal background checks. Any housing provider can accept a renter or buyer without following the steps below. The steps below are only for covered housing providers that choose to run a background check.



If a Covered Housing Provider Chooses to Run a Criminal Background Check: You Have Rights.

Covered housing providers **must first** consider your general housing eligibility (ability to meet lease terms) AND make a conditional offer of housing. **Only after** this conditional offer is it lawful for a covered housing provider to run a criminal background check.

Before conducting a criminal background check, covered housing providers must:

- Make you a conditional offer of housing AND
- Give you a copy of this notice explaining your rights

Housing providers are also responsible for compliance with laws governing the collection and use of personal information, such as Federal and State Fair Credit Reporting Acts.

Conditional Offer of Housing

A conditional offer of housing is a **written lease, rental agreement, or agreement for a sale** that conditionally commits a unit(s) to a renter or buyer and can only be revoked in limited circumstances. Next a covered housing provider chooses either:

NOT to conduct a criminal background check

At this time, the housing provider can either finalize the offer or revoke it for a lawful, non-discriminatory purpose that is unrelated to conviction history.

TO conduct a criminal background check

It is illegal for the housing provider to seek or review your conviction history before you have a conditional offer.



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Criminal Background Check

If a covered housing provider chooses to run a criminal background check after making you a conditional offer, they may only consider **very limited** categories of convictions:

- convictions that require registration on a sex offense registry at the time of the background check
- felony convictions from the last 5 years, except those below
- misdemeanor convictions from the last 3 years, except those below

The 3 or 5 years are measured from the **actual date of release OR the sentencing date** (if the sentence does not include jail or prison time), regardless of probation or parole status.

A covered housing provider can **NEVER** consider arrests or pending cases, or:

- convictions that were sealed, expunged, are under an executive pardon or certificate of relief from disabilities, or legally nullified or vacated
- convictions for violations, which are non-criminal offenses such as disorderly conduct
- convictions under federal law or another state's law for conduct related to reproductive or gender affirming care that is lawful in New York State
- convictions under federal law or another state's law for cannabis possession that does not constitute a felony in New York State
- Adjudgments in Contemplation of Dismissal (ACDs)
- adjudications as a youthful offender or for juvenile delinquency
- terminations in favor of an individual, including but not limited to, acquittals, reversals upon appeal, and exonerations)
- Dispositions of criminal matters under federal law or another state's law that are comparable to those listed here.

It is illegal for a covered housing provider to consider information in these categories. In addition, tenant screening companies may be held liable under federal fair housing laws for discriminatory decisions by housing providers.

**Right to Provide Support for Your Application**

After considering only reviewable convictions, a covered housing provider that wants to revoke a housing offer must **FOLLOW THE FAIR CHANCE HOUSING PROCESS** while holding a unit open. They must:

1. Give you a copy of all criminal history information they received and/or reviewed
2. Allow you 5 business days to respond by:
 - pointing out errors in the conviction history
 - identifying any information that should not have been considered (any information outside the lawfully reviewable convictions)
 - sharing information on your background, personal and professional references, and/or any information that supports your application.

You are not required to provide information to support your application at this stage. A housing provider must complete an individualized assessment even if you do not provide supporting information.

**Right to an Individualized Assessment of Your Application**

A covered housing provider must conduct an individualized assessment of the reviewable convictions, together with any other information that you have timely submitted.



A covered housing provider **CANNOT** revoke a conditional offer of housing after running a criminal background check except in two **limited circumstances**:

After conducting an individualized assessment if they show in writing BOTH:

- a legitimate business interest AND
- how the legitimate business interest is linked to your individual history.

If they show *new information, unrelated to criminal history*, that impacts your qualifications for tenancy and that they did not know at the time of your conditional offer.

Legitimate Business Interest

A covered housing provider's legitimate business interest must be specific and objective. Compliance with a particular lease term is a permissible legitimate business interest. Purely discriminatory motives, stigma, stereotypes, or assumptions never constitute a legitimate business interest.

A covered housing provider that shows a legitimate business interest must also **explain** the link between that interest and your particular individual history in light of the individual information you shared to justify a decision to revoke your conditional offer of housing. **The existence of a conviction alone never creates that link.**

The following are not legitimate business interests and do not establish a sufficient link to justify a housing provider's decision to revoke an offer:

- "I don't want a hot spot for law enforcement"
- "The applicant seems likely to commit another crime and I want tenant safety"
- "This is a family building"
- "We don't want bad guys hanging around"
- "My tenants don't want criminals"
- "My insurance rates will go up"
- "This will impact my property value"

Revoking a Conditional Offer of Housing

Before a covered housing provider can revoke a conditional offer because of your criminal history, the housing provider **MUST** take the following steps:

1. Do an individualized assessment of your reviewable convictions **AND** the information you provided
2. Give you copies of all documents that it received and/or reviewed
3. Give you a written statement that explains:
 - the decision to revoke based on your conviction history **AND** the link to a legitimate business interest
 - how your individual information and circumstances were taken into account

Exemptions for Housing Providers

- Housing provider-occupied properties with 2 or fewer rooms or units are not covered by the NYC Fair Chance Housing Law.
- State or federally funded housing providers, including public housing authorities that are required or authorized to take specific actions related to criminal history **CAN** take such specific actions without violating the NYC Fair Chance Housing Law.

For additional information about tenants' and buyers' rights & housing providers' responsibilities under the NYC Fair Chance Housing Law, and to see this notice in multiple languages, visit www.nyc.gov/fairchancehousing.

REMINDER: All New Yorkers have a right to be free from retaliation in housing. It is illegal for housing providers in NYC to punish you or treat you negatively for telling them about your rights or for reporting discrimination or harassment.



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NOTICE FOR SUSPECTED GAS LEAK PROCEDURES, NOTICE FOR SMOKE DETECTING DEVICES, NOTICE FOR CARBON MONOXIDE ALARMS, AND NOTICE FOR NATURAL GAS DETECTING DEVICES

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:

Providers:	Phone Numbers:
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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] \$25.00, or a maximum of [fifty dollars] \$50.00 where a combined smoke and carbon monoxide detecting device or a combined smoke and natural gas detecting device is installed or a maximum of \$75.00 where a combined smoke, carbon monoxide and natural gas 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 or a combined carbon monoxide and natural gas detective device is installed or a maximum of \$75.00 per device where a combined smoke, carbon monoxide and natural gas 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.

Natural Gas Detectors: The law requires the owner of the premises to install one or more natural gas alarms in this building. The natural gas alarm must be placed within 10 feet but not closer than 3 feet of each gas burning appliance. The natural gas alarm must be installed on the ceiling or wall not further than 12 inches below the ceiling. Natural gas alarms must be installed in any area, both public and private, containing a natural gas appliance. Natural gas appliances include but are not limited to, stoves, gas dryers, hot water heaters, heating plants, etc. The natural gas alarm 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 their residence and for replacing any or all alarms that are stolen, removed, missing, or become inoperable during the occupancy of the residence, unless an alarm becomes inoperable within one year of being installed due to a manufacturing defect. The occupant of each residence in which a natural gas alarm is provided and installed must pay the owner \$25 per alarm, or \$50 per device where combined with a smoke detecting device or a carbon monoxide detecting device, or a maximum of \$75 per device where a combined smoke, carbon monoxide, and natural gas 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.



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1975 MADISON

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED JULY 15, 2025 BETWEEN HARLEM MULTI ONE, LLC (LANDLORD) AND MICHAEL BORSELLINO AND JENNIFER THOMAS (TENANT) REGARDING APARTMENT 805 IN THE PREMISES LOCATED AT 1975 MADISON AVE, NEW YORK, NEW YORK 10035. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

RIDER TO LEASE: HOLDOVERS

Tenant acknowledges that possession of the demised premises must be surrendered to Owner at the expiration or sooner termination of the Term of the Lease.

Tenant agrees that if it shall fail to vacate the demised premises on the Fixed Expiration Date or sooner termination of the Lease, Tenant shall indemnify and save Owner harmless against all costs, claims, losses or liabilities resulting from delay by Tenant in so surrendering the demised premises, including, without limitation, any claims made by any succeeding tenant based on such delay.

The parties recognize and agree that the damage to Owner resulting from any failure by Tenant to surrender possession of the demised premises on a timely basis, as aforesaid, will be extremely substantial, will exceed the amount of fixed monthly rent and additional rent theretofore payable hereunder, and will be difficult to accurately measure. Tenant therefore agrees that if possession of the demised premises is not surrendered to Owner on the Fixed Expiration Date or sooner termination of the Term of this Lease, then Tenant agrees to pay Owner as liquidated damages for each month and for each portion of any month during which Tenant holds over in the demised premises after expiration or termination of the Term of this Lease, a sum equal to two (2) times the fixed monthly rent and additional rent payable per month under this Lease during the last month of the Term hereof.

The sums payable by Tenant to Owner during the holdover period pursuant to the provisions of this Rider are exclusive of any expenses incurred by Owner due to Tenant's holdover, including, without limitation, any legal fees, investigation fees and other expenses. Tenant shall be responsible for the payment of the increased fixed monthly rent and additional rent recited above in addition to the expenses incurred by Owner due to Tenant's holdover.

Nothing contained herein shall be deemed to authorize Tenant to remain in occupancy of the demised premises after the Fixed Expiration Date or termination of the Term of this Lease.

Tenant has agreed to the terms contained in this Rider freely, voluntarily and knowingly. This Rider shall be deemed to have been drafted by both parties so as to avoid any inferences against the drafter thereof.

The parties hereto have caused this Rider to be executed as of the day and year recited below as the date signed by Owner.

Harlem Multi One, LLC

Michael Borsellino

07/17/2025

Michael Borsellino (Tenant)

Date

(Landlord)

Date

Jennifer Thomas

07/17/2025

Jennifer Thomas (Tenant)

Date



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What Tenants 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 asthma 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 property owners 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.



Avoid using pesticides and chemicals with strong smells (for example, cleaning products, air fresheners).



Place food in sealed containers. Keep counters and sinks clean. Get rid of clutter such as newspapers and paper bags.



Tell property owners or building superintendents (also known as supers) right away if there are pests, water leaks, or holes or cracks in the walls and floors.



Use garbage cans with tight-fitting lids.



Let building staff into homes to make any needed repairs.



Take garbage and recycling out every day, and tie up garbage bags before putting them in compactor chutes.



Call **311** if property owners or supers do not fix the problem or if repair work is being done unsafely.

If you are a tenant and you or your child has moderate or severe persistent 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 property owner responsibilities and safely fixing indoor allergen hazards, see the reverse side of this fact sheet.

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



Department of
Health & Mental
Hygiene

Department of
Housing Preservation
& Development



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What Property Owners Must Do to Keep Homes Free of Pests and Mold

New York City law requires all private building owners with three or more apartments to keep their tenants' homes free of pests and mold. The law also applies to property owners of housing units (such as co-ops, condos, shelters or public housing) where a tenant has asthma. This includes safely fixing the conditions that cause these problems.



All property owners must 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.



All property owners must safely remove indoor mold and safely fix the problems that cause mold.

- Remove any standing water, and fix leaks or moisture conditions.
- Move furniture away from work areas or cover with plastic sheeting before cleaning.
- Limit the spread of dust. Use methods such as sealing off openings (for example, doorways, ventilation ducts) and gently misting the moldy area with water and soap or a mild detergent, before cleaning.
- Clean moldy areas with water and soap or a mild detergent. Dry the cleaned area completely.
- Clean any visible dust from the work area with wet mops or HEPA vacuums.
- 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, property owners **must** use a New York State Department of Labor-licensed mold assessor and remediator. These licensed workers must comply with New York City Administrative Code section 24-154 and New York State Labor Law Article 32.



Owners of private buildings with three or more apartments must also:

- **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. Respond to tenant complaints or requests for an inspection.
- **Provide a copy of this fact sheet** and a notice with each tenant's lease that clearly states the property owner's and tenant's responsibilities to keep the building free of indoor allergens.
- Make sure vacant apartments are thoroughly **cleaned and free of pests and mold** before a new tenant moves in.

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

Lo que los inquilinos deberían saber respecto a la presencia de alérgenos en interiores (Ley Local 55 de 2018)

Los alérgenos son elementos del ambiente que hacen que la calidad del aire del interior no sea buena. Pueden causar ataques de asma o empeorar los síntomas del asma. Los desencadenantes del asma más frecuentes incluyen la presencia de cucarachas y ratones, moho y hongos, y productos químicos con olores fuertes, como los productos de limpieza. Las condiciones ambientales y estructurales, como las fugas y las grietas en las paredes que a menudo se encuentran en viviendas en malas condiciones de mantenimiento, causan niveles más altos de alérgenos.

La ley de la Ciudad de Nueva York exige a los propietarios que tomen medidas para mantener las casas de sus inquilinos sin plagas y sin moho. Esto incluye la reparación segura de las condiciones que causan estos problemas. Los inquilinos también tienen que ayudar con la prevención de los alérgenos en interiores.

LOS INQUILINOS DEBEN:



Mantener su casa limpia y seca.



Evitar usar plaguicidas y productos químicos con olores fuertes (por ejemplo, productos de limpieza, desodorizantes).



Guardar la comida en recipientes herméticos, mantener los mostradores y fregaderos limpios, además de eliminar el desorden, como cartones, periódicos y bolsas de papel.



Avisar inmediatamente a los propietarios o superintendentes del edificio (también conocidos como "supers") si hay plagas, fugas de agua u orificios o grietas en las paredes y los pisos.



Usar contenedores de basura con tapas herméticas.



Permitir que el personal del edificio entre a sus casas para hacer las reparaciones necesarias.



Sacar la basura y artículos para reciclaje todos los días y atar las bolsas de basura antes de colocarlas en las canaletas de compactación.



Llame al **311** si los propietarios o superintendentes no reparan el problema o hacen los trabajos de reparación de manera poco segura.

Si usted es inquilino y usted o su hijo tienen asma persistente de moderada a grave, y en su casa hay plagas o moho, su médico puede pedir una inspección ambiental gratuita de su casa por medio del registro en línea del Departamento de Salud de la Ciudad de Nueva York. Para obtener más información, hable con su médico o llame al 311.

Para obtener más información sobre las responsabilidades del propietario, y de la reparación segura de los riesgos de alérgenos en interiores, consulte la parte de atrás de esta hoja informativa.

Para obtener más información sobre cómo controlar el asma de manera segura, visite nyc.gov/health/asthma.

Spanish

NYC

Department of
Health & Mental
Hygiene

Department of
Housing Preservation
& Development



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Lo que deben hacer los propietarios para mantener las casas sin plagas y sin moho

La ley de la Ciudad de Nueva York exige que todos los propietarios de edificios privados con tres o más apartamentos mantengan las casas de sus inquilinos sin plagas y sin moho. La ley también se aplica a los propietarios de unidades de vivienda (como edificios cooperativos, condominios, refugios o viviendas públicas) donde un inquilino tenga asma. Esto incluye la reparación segura de las condiciones que causan estos problemas.



Todos los propietarios deben seguir las prácticas de manejo integrado de plagas (IPM) para controlar de manera segura las plagas y reparar los problemas relacionados con los edificios que causan los problemas de plagas.

- Eliminar los nidos de las plagas y limpiar exhaustivamente los desperdicios de las plagas y otro tipo de restos con una aspiradora HEPA. Asegurarse de que no se levante polvo al limpiar.
- Reparar y sellar cualquier orificio, espacio o grieta que haya en paredes, techos, pisos, molduras, zócalos, alrededor de tuberías y conductos, y alrededor y dentro de armarios.
- Colocar perfiles tapapolvo en todas las puertas que conduzcan a corredores, sótanos o al exterior.
- Eliminar todas las fuentes de agua accesibles a las plagas mediante la reparación de drenajes, grifos y otro material de plomería que acumule agua o tenga fugas.
- Usar plaguicidas con moderación. Si es necesario usar plaguicidas para corregir una infracción, debe aplicarlos un profesional en plagas autorizado del Departamento de Conservación Ambiental del Estado de Nueva York.



Todos los propietarios deben eliminar el moho de los interiores y reparar de manera segura los problemas que lo causan.

- Eliminar el agua estancada y reparar las fugas y condiciones de humedad.
- Alejar los muebles de las áreas de trabajo o cubrirlos con láminas de plástico antes de limpiarlos.
- Limitar la propagación de polvo. Usar métodos como sellar aberturas (por ejemplo, entradas, conductos de ventilación) y rociar ligeramente agua y jabón o detergente suave sobre las áreas enmohecidas antes de limpiar.
- Limpiar las áreas con moho con agua y jabón o con un detergente suave. Secar completamente el área que se limpió.
- Limpiar el polvo visible en el área de trabajo con trapeadores húmedos o aspiradoras con filtros HEPA.
- Eliminar todos los desechos de la limpieza en bolsas de plástico resistentes y sellarlas de manera segura.
- Para limpiar 10 pies cuadrados (0.92 metros cuadrados) o más de moho en un edificio con diez o más apartamentos, los propietarios **deben** usar un asesor y reparador de espacios con moho autorizado del Departamento de Trabajo del Estado de Nueva York. Estos trabajadores autorizados deben cumplir la sección 24-154 del Código Administrativo de la Ciudad de Nueva York y el artículo 32 de la Ley Laboral del Estado de Nueva York.



Los propietarios de edificios privados con tres o más apartamentos también deben:

- **Inspeccionar cada apartamento y las áreas comunes del edificio** en busca de infestaciones de cucarachas o roedores, moho y las condiciones que causan estos peligros, al menos una vez al año y más a menudo si es necesario. Responder a las quejas de los inquilinos o a sus solicitudes de inspección.
- **Entregar una copia de esta hoja informativa** y un aviso con cada contrato de arrendamiento que claramente establece las responsabilidades del propietario y del inquilino para mantener el edificio sin alérgenos en interiores.
- Asegurarse de que los apartamentos desocupados estén exhaustivamente **limpios y sin plagas y sin moho** antes de que se mude un nuevo inquilino.

Para obtener más información sobre las responsabilidades y de la reparación segura de los riesgos de alérgenos en interiores, visite nyc.gov/hpd y busque "indoor allergen hazards" (peligros de los alérgenos en interiores).

1975 MADISON

Harlem Multi One, LLC

Michael Borsellino

07/17/2025

Michael Borsellino (Tenant)

Date

(Landlord)

Date

Jennifer Thomas

07/17/2025

Jennifer Thomas (Tenant)

Date

1975 MADISON**LEASE APPLICATION AND MOVE-IN PROCEDURES**

Applications for an apartment at 1975 MADISON will not be reviewed until all requested information and documentation has been received, including a credit report, fully signed lease, prepaid rent due, and a security deposit. The signing of a lease agreement does not constitute an approval of the application. The Rental Office personnel cannot review or approve lease applications.

Occupancy of the apartment will not be finalized until the application is approved. The **Management Office** will contact you to advise you of the approval of your application and to schedule the specific date and time of your move-in. We cannot authorize early pick-up of keys or entry to the apartment for decorating, such as carpet installation, prior to the approved move-in date.

Your tentative move-in date is subject to approval of your application. You cannot move into 1975 MADISON until you have been advised by the **Management Office** that your application has been approved and your move-in has been scheduled. **It is essential, if you have not been advised that your application has been approved, that you call the Management Office at (646) 386-9700 at least 72 hours before your Lease Commencement Date.**

For the convenience of our residents and security of **1975 MADISON**, the following procedures will be strictly enforced **without exception**:

If the lease is approved, tenant must pick up the new keys and take possession of the apartment between the hours of **9:00am and 3:00pm** on the **lease commencement date**, or during normal business hours thereafter by arrangement with the **Superintendent**. **Tenants may not pick up new keys and take possession of the apartment on evenings, weekends or holidays.**

Furthermore, moving into 1975 MADISON can only be scheduled between the hours of **9:00AM** and **3:00PM**, and will not be allowed on holidays. Tenants can only move in during the scheduled date and time. If the moving company is unable to arrive by **3:00PM**, the tenant will be required to make alternate arrangements for storage and next business-day delivery, if available. It is the tenant's responsibility to advise the moving company of these procedures.

I have read, understand and agree to the above move-in procedures and policies:

Michael Borsellino 07/17/2025

Jennifer Thomas 07/17/2025

Michael Borsellino (Tenant)

Date

Jennifer Thomas (Tenant)

Date



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1975 MADISON

BUILDING APT. # 805

RIDER TO VACANCY LEASE (MARKET) PROHIBITION OF E-BICYCLES, E-SCOOTERS AND HOVERBOARDS

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 NOVEMBER 1, 2025, BETWEEN HARLEM MULTI ONE, LLC, THE OWNER OF THE BUILDING, AND TENANT, AS HEREINAFTER DEFINED, IT SHALL BE DEEMED TO BE THE INTENT OF THE PARTIES HERETO THAT THE PROVISIONS CONTAINED IN THIS AGREEMENT SUPERSEDE ANY INCONSISTENT PROVISIONS THEREIN SUCH THAT SAID LEASE IS DEEMED MODIFIED HEREBY.

IT IS HEREBY AGREED this 15th day of July 2025, by and between Harlem Multi One, LLC, the owner ("Owner") of the premises known as and located at 1975 MADISON AVE, New York, NY 10035 ("Building") and Michael Borsellino and Jennifer Thomas, the tenant ("Tenant") of Apartment 805 ("Apartment") located at the Building as follows:

The parties agree that paragraph 10(B) of the Lease provides that Tenant shall "obey all Owner's rules listed in this Lease and all future reasonable rules of Owner or Owner's agent."

The parties also agree that paragraph 11 of the Lease defines "Objectionable Conduct" in part as "anything which interferes with the right of others to properly and peacefully enjoy their Apartments, or causes conditions that are dangerous, hazardous, unsanitary and detrimental in to other tenants in the Building."

The parties agree that E-Bicycles, E-Scooters and Hoverboards with lithium ion batteries are fire hazards and therefore are extremely dangerous. Consequently, the presence of E-Bicycles, E-Scooters and/or Hoverboards and/or similar devices with a lithium ion battery in the Apartment and the Building shall be deemed to be "Objectionable Conduct" as defined by the Lease, are thereby prohibited pursuant to paragraphs 10(B) and 11 of the Lease, and shall entitle the Owner to end the Lease.

The parties shall be deemed to have jointly drawn this Rider in order to avoid any negative inference against the preparer of the document. The covenants, agreements, terms, provisions and conditions contained in this Rider shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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

Harlem Multi One, LLC

Michael Borsellino 07/17/2025

Michael Borsellino (Tenant)

Date

(Landlord)

Date

Jennifer Thomas 07/17/2025

Jennifer Thomas (Tenant)

Date



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1975 MADISON

NEW YORK CITY RECYCLING NOTICE

New York City has a mandatory residential recycling program that requires all residents to source-separate designated materials from their waste in their homes for recycling collection by the NYC Department of Sanitation.

Residential building owners/landlords must notify residents about recycling requirements, designate an accessible recycling area, and maintain signs explaining what and how to recycle.

Residents are required to keep the following designated materials separate from regular garbage and discard them according to building management instructions in properly labeled recycling receptacles. (For more info on what to recycle, call 311 or visit www.nyc.gov/recycle.)

WHAT TO RECYCLE: Paper & Cardboard

Newspapers, magazines, catalogs, white and colored paper (staples OK), mail and envelopes (window envelopes OK), paper bags, wrapping paper, soft-cover books (paperbacks, comics, etc.; no spiral bindings).

Cardboard egg cartons and trays, smooth cardboard (food and shoes boxes, tubes, file folders, cardboard from product packaging), corrugated cardboard boxes.

WHAT TO RECYCLE: Metal, Glass, Plastics & Cartons (emptied and rinsed)

Metal cans (soup, pet food, empty aerosol cans, dried-out paint cans, etc.), aluminum foil wrap & trays, household metal (wire hangers, pots, tools, curtain rods, small appliances that are mostly metal, etc.), bulk metal (large metal items, such as furniture, cabinets, large appliances, etc.).

Glass bottles & jars (and no other glass items).

Plastic bottles & jugs, rigid plastic caps & lids, rigid plastic food containers (yogurt, deli, hummus, dairy tubs, "clear clamshell" containers, other plastic take-out containers), rigid plastic packaging ("blister-pak" and acetate boxes), rigid plastic housewares (crates, buckets, flower pots, furniture, toys, mixing bowls, plastic appliances, etc.).

Milk cartons & juice boxes (or any such cartons and aseptic packaging for drinks: ice tea, soy milk, soup, etc.).

BUILDING RECYCLING PROCEDURES

This building has established the following procedures for handling designated recyclables that apply to all residents, housekeepers, guests, subtenants, homecare workers, and other visitors:

Please check all that apply:

- ☒ I have been given information about designated recyclable materials that must be kept separate from my trash.
- ☒ I know the location of the building's recycling area(s) and the procedures for discarding designated recyclables.
- ☒ I understand that recycling requirements apply to all residents, housekeepers, guests, subtenants, homecare workers, and other visitors.

Occupant name(s) Michael Borsellino and Jennifer Thomas

Occupant signature(s)

Michael Borsellino 07/17/2025

Michael Borsellino (Tenant)

Date

Jennifer Thomas 07/17/2025

Jennifer Thomas (Tenant)

Date

Address: 1975 MADISON AVE, New York, NY 10035

Apartment Number: 805

Occupant: Keep one copy for your records



Initials: _____

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1975 MADISON

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: 1975 MADISON AVE
UNIT OR APARTMENT NUMBER: 805
CITY/TOWN/VILLAGE: New York
STATE: NY
ZIP CODE: 10035

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



Initials: _____

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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**



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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):



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- 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):

Michael Borsellino 07/17/2025

Michael Borsellino (Tenant)

Date

Jennifer Thomas 07/17/2025

Jennifer Thomas (Tenant)

Date



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ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED JULY 15, 2025 BETWEEN HARLEM MULTI ONE, LLC (OWNER/AGENT) AND MICHAEL BORSELLINO AND JENNIFER THOMAS (TENANT) REGARDING APARTMENT 805 IN THE PREMISES LOCATED AT 1975 MADISON AVE, NEW YORK, NY 10035. 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.

NO SMOKING RIDER

1. Smoke in a multi-family residential setting, like a multi-floor apartment building with common/shared ventilation systems, is extremely difficult to control. Studies have shown that smoke can travel from the end of lit cigarettes/cigars to many other areas of a building. Smoke and other odors can travel through the plumbing, the electrical system, the air conditioning and heating systems, through cabinets and closets, fireplaces, ventilation systems and under and around doors and windows. It can also enter windows and doors from tenants/occupants smoking on terraces/balconies and in court yards, sometimes even when windows and doors are closed. In this close proximity environment, it is often difficult to trace the location of where the smoke is coming from.
2. The term "smoking" means inhaling, exhaling, burning, or carrying any lighted cigar, pipe, cigarette or other tobacco or other product in any manner or in any form.
3. Owner has advised Tenant that it is Owner's preference that the building be a "non-smoking building" and that Owner shall use its best efforts to maintain the building in such manner.
4. Tenant acknowledge that this information was made available to me before renting this apartment in the building and that I made the decision to rent in this building fully aware of this restriction.
5. As a material inducement for Owner entering into a Lease with Tenant, Tenant represents that neither Tenant nor any persons that do or will enter into or occupy the apartment with Tenant or by Tenant's permission are not currently smokers (or choose or agree not to smoke in the building) and will not smoke anywhere in the building including all common areas, all amenity spaces, all fire stairs, any roof decks, terraces and gardens, inside my apartment, on my private terrace (if Tenant has one attached to my apartment), and in a perimeter of 30 feet around the entire building envelope, in any retail area/areas, etc. and that Tenant shall so inform all such persons that do or will enter into or occupy the apartment with Tenant or by Tenant's permission and shall be responsible for the conduct thereof.
6. If Tenant or any of such persons that do or will enter into or occupy the apartment with Tenant or by Tenant's permission were to smoke (either regularly or in one instance) in any area of the building including my apartment, Tenant agrees and understand that such action would be a violation of this Lease Rider, such that Owner may elect to take action against Tenant, including legal steps leading to my eviction from my apartment and the building.
7. Notwithstanding anything to the contrary contained herein, Tenant acknowledges that Tenant's obligations under this Lease are not contingent upon Owner maintaining the building as a non smoking building, nor shall Owner's failure or inability to maintain the building as a non smoking building serve as a basis for Tenant to withhold or receive an abatement of any rent or additional rent or for Tenant to have a right to terminate this Lease.
8. Tenant understands that Owner will make "best efforts" to maintain the non-smoking nature of the building and that the Owner may or may not choose to take action against a specific tenant, group of tenants, specific occupant or group of occupants.
9. Tenant expressly acknowledges that Owner (whether acting as Owner hereunder or in any other capacity) has not made and will not make, nor shall Owner be deemed to have made, any warranty or representation, express or implied with respect to its intention or ability to maintain a non smoking building.
10. The parties shall be deemed to have jointly drawn this Agreement in order to avoid any negative inference against the preparer of the document.
11. The covenants, agreements, terms, provisions and conditions contained in this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.



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

Harlem Multi One, LLC

Michael Borsellino

07/17/2025

Michael Borsellino *(Tenant)*

Date

(Landlord)

Date

Jennifer Thomas

07/17/2025

Jennifer Thomas *(Tenant)*

Date

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) 386-9700** or **(646) 386-9700**, or by e-mailing **1975MadisonMGR@pinnacleliving.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 that your housing provider install them. 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



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1975 MADISON

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.

* The Notice must include contact information when being provided under 466.15(d)(1), above. However, when being provided under (d)(2) and when this information is not known, the sentence may read "To request a reasonable accommodation, you should contact your property manager."

† 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.



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

Gertz Plaza
92-31 Union Hall Street
Jamaica, New York 11433

NOTICE OF 421-a (16) APARTMENT MARKET RATE THRESHOLD EXEMPTION - 2025

MAILING ADDRESS OF TENANT:

Name: **Michael Borsellino and Jennifer Thomas**
Number/Street: **1975 MADISON AVE** Apt. No. **805**
City, State, Zip Code: **New York, NY, 10035**

MAILING ADDRESS OF OWNER/AGENT:

Name: **Harlem Multi One, LLC**
Number/Street: **1975 MADISON AVE**
City, State, Zip Code: **New York, NY 10035**
Telephone Number: **(646) 386-9700**

1. Reason for Exemption:

Market Rate Vacancy - The rent for the subject rent stabilized apartment has been lawfully raised to an amount equal to or greater than the Market Rate Threshold. The Market Rate Threshold for 2024 in New York City is \$3,123.69.

2. Last Legal Regulated Rent: **\$0.00**

The last legal rent may be verified by the tenant by contacting DHCR. The tenant can contact the DHCR and request that a registered apartment rent history be mailed to his or her apartment or complete a Request for Records Access (Form REC-1) and submit it to the attention of the Records Access Officer at the address listed above.

3. Calculation of the rent that qualifies for exemption:

3.1 Last Legal Regulated Rent (same as # 2) **\$0.00**

3.2 Guideline for use in a vacancy lease. **0%** **\$0.00**

3.3 Individual Apartment Improvements (IAI) Costs

Before completing this section, refer to DHCR Operational Bulletin 2024-2.

A. Bathroom Renovation (check all applicable items)

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

OR

☐ Individual Items
(check all applicable items)

- ☐ Sink
- ☐ Shower Body
- ☐ Toilet
- ☐ Tub
- ☐ Plumbing
- ☐ Cabinets
- ☐ Vanity
- ☐ Floors and/or Wall Tiles
- ☐ Other (describe) _____

Total Costs for Parts and Labor

\$ _____
(A)

1975 MADISON

B. Kitchen Renovation (check all applicable items)

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

OR

☐ Individual Items

(check all applicable items)

☐ Sink

☐ Stove

☐ Refrigerator

☐ Dishwasher

☐ Cabinets

☐ Plumbing

☐ Floors and/or Wall Tiles

☐ Countertops

☐ Other (describe)

Total Costs for Parts and Labor

\$ _____
(B)

C. Other (check all applicable items)

☐ Doors

☐ Windows

☐ Radiators

☐ Light Fixtures

☐ Electrical Work

☐ Sheetrock

☐ Other (describe)

Total Costs for Parts and Labor

\$ _____
(C)

\$ _____
Total IAI Cost
(Sum of (A), (B) and (C))

Before completing Line 4, please refer to DHCR Operational Bulletin 2024-2, which details IAI tiers, amortization rates, and limits on rent increases.

4. Rent Increase Based on IAI

\$0.00

Total IAI

Rent Increase

5. New Rent - Qualifying for Exemption (sum of 3.1, 3.2 and 4)
(must be equal to or greater than the Market Rate Threshold)

\$0.00

6. Actual Rent Paid

\$6,325.00

I certify that the information provided in this notice is accurate and complete to the best of my knowledge and that I am complying with the requirements of the registrations cited in this notice and attached information and instructions.

Harlem Multi One, LLC

Michael Borsellino 07/17/2025

Michael Borsellino (Tenant)

Date

(Landlord)

Date

Jennifer Thomas 07/17/2025

Jennifer Thomas (Tenant)

Date

Information and Instructions

- Relevant Code Sections

Rent Stabilization Code 2520.11(u)

- This notice is required to be served, by the owner, on the first tenant of the 421-a (16) housing accommodation after the rent stabilized unit becomes exempt/deregulated from the rent laws. Although this form is promulgated by DHCR, the regulations do not require DHCR to review the accuracy of the contents of the completed form and the form is not required to be served on DHCR. However, DHCR on its own initiative may conduct audits of these notices.
- This notice is required to be sent by **certified mail** to the tenant, within 30 days after the tenancy commenced or after the signing of the lease by both parties, whichever occurs first, or shall be delivered to the tenant at the signing of the lease.
- In addition, the owner shall send and certify to the tenant a copy of a **registration** statement for such housing accommodation filed with DHCR indicating the exempt/deregulated status and the last legal regulated rent. It shall be sent within 30 days after the tenancy commences or the filing of said registration, whichever occurs later.
- The tenant may challenge the deregulation by filing an Overcharge complaint with DHCR within six years of the commencement date of the lease.
- The tenant has the right to file a Request for Records Access (Form REC-1) seeking access to the IAI Notification Form RN-19N and related photographs filed by the owner that pertain to the improvements made in the apartment, which were the basis for a rent increase.
- For additional information on IAIs, see DHCR Operational Bulletin 2024-2 and Fact Sheet #26.
- In 421-a (16) buildings, apartments initially rented at an amount at or above the Market Rate Threshold qualify for permanent exemption from Rent Stabilization. In this situation, the filing of this form is not required. However, the registration statement referenced above does need to be served on the tenant.
- The Housing Stability and Tenant Protection Act (HSTPA) of 2019, with the exception of 421-a (16) apartments, eliminated High-Rent Vacancy Deregulation.

1975 MADISON

Notice to Residential Electric Utility Customer of Summary of Rights and Obligations
Under the Home Energy Fair Practices Act and the Energy Consumer Protection Act of 2002

The following summarizes the rights and obligations of a residential electric utility customer ("residential customer") under the Home Energy Fair Practices Act ("HEFPA") and the Energy Consumer Protection Act of 2002:

1. **Complaint Handling Procedures.** If a residential customer has a problem or complaint with regard to electric service, he or she should contact **Harlem Multi One, LLC** (Owner's) third party billing agent, QuadLogic ("agent") upon becoming aware of the problem. The customer should call the New York State Public Service Commission ("PSC") only if he or she is unable to resolve the problem with the agent. Complaints about electric service may be made to the agent by telephone, le, electronically, or in person. The agent shall promptly investigate the complaint and report the results to the complainant. The agent may be contacted using the following information:

Quadlogic

33-00 Northern Blvd

Long Island Citty. NY

11101 Tel: 212-930-9300

Email: info@quadJogic.com

If the residential customer is dissatisfied with the agent's decision on the complaint, he or she may appeal to the PSC to review that decision PSC may be contacted using the following methods:

By mail: NYS Department of Public Service
Consumer Services Division
3 Empire State Plaza
Albany, NY 12223

By telephone: Toll-free HELPLINE 1-800-342-3377
Emergency HOTLINE 1-800-342-3355

2. **Payment of Bills.** Residential customers will receive a monthly electric statement separate and apart from their monthly rent bill. The monthly rent bill will state the amount owed for electric charges for the apartment. The charges for electricity are considered "additional rent" pursuant to the terms each tenant's lease. Electric service cannot be terminated, disconnected, or suspended at any time. However, should a tenant fail to timely pay the full monthly rent owed, including the additional rent assessed for electric service, the tenant may be subject to a court proceeding based upon non-payment. Owner will not seek eviction based upon the portion of "additional rent" owed for your electric charges.

3. **Special Protections**

Elderly, Blind or Disabled If Owner is aware that a residentia1 customer and all adults living with him or her are 62 years of age or older, blind or disabled, it shall make special attempts to contact the customer by phone or, if necessary, in person, with regard to electric service. If a customer is unable to pay the additional rent which constitutes the bill for electric service, Owner shall try to work out a payment agreement or obtain payment or a guarantee of payment for the loca1 Department of Social Services or a private organization. If arrangements cannot be made, the company shall notify the local Department of Social Services of the possibility of service shutoff. However, as stated above, electric service cannot be terminated, disconnected, or suspended at any time. Therefore, the possibility of service shutoff does not exist. Medical Emergencies. Owner shall not terminate, disconnect, or suspend or refuse to restore service when a medical emergency, as certified by a medical doctor or local board of health, exists. However, as stated above, electric service cannot be terminated disconnected, or suspended at any tin1e.

Supplemental Security Income Benefits. Owner shall not refuse to supply or to continue to supply utility services to any person \VI10 has applied for or is receiving public assistance, supplemental security income benefits, or additional state payments pursuant to social services law, solely on the grounds that there may be money due to Owner for services previously furnished, if Owner receives, or is entitled to receive, a direct payment or receives a guarantee of payment from a social services district. However, as stated above, electric service cannot be terminated disconnected, or suspended at any time.

4. **Notice to Utility.** If a residential customer and all adults living with him or her are 62 years of age or older, blind or disabled, it is requested that the residential customer voluntarily inform Owner that he or she qualifies for the above-referenced protection.



Initials: _____

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5. **Designation of Third Party.** Residential customers have the right to designate a third party to receive copies of all notices relating to the termination, disconnection and suspension of service or other credit notices, provided that the third party agrees in writing to receive such notices. However, as stated above, electric service cannot be terminated, disconnected, or suspended at any time.
6. **Forms.** Customers claiming the protections of paragraphs 3, 4, or 5, above, should contact Owner's management office for the appropriate forms to be filled out and returned to Waterside:
7. **Deferred Payment Plans.** If a residential customer has a financial problem that prevented him or her from paying previous bills, the residential customer can make a deferred payment agreement, which will allow for the payment of the overdue amount in reasonable installments. However, Owner can refuse to offer a payment agreement when it believes the customer can pay the amount owed, and after its own investigation, the PSC also determines that the customer has the ability to pay the amount owed.

Security Deposits. A residential customer may be required to pay a deposit to Owner if the customer:

- did not pay two or more utility bills in a row without making partial payment of at least half of the amount owed;
- had service shut off for non-payment of bills within the past six months; or
- is a short-term seasonal customer.

While a residential customer's failure to pay his or her electric bill may result in the requirement that the customer provide Owner with a security deposit, be advised that the customer's failure to pay the additional rent assessed for electric service may also result in the commencement of an eviction proceeding based on non-payment. A residential customer's electric service will not be terminated, disconnected, or suspended as a result of non-payment.

Utility's Budget or Levelized Payment Plan. Residential customers may request a voluntary budget billing or levelized payment plan for the payment of electric charges. The plan is designed to reduce fluctuations in customers' bills due to seasonal patterns of consumption.

Calculation of levelized electric sub meter monthly charges will be based on the individual tenant's most recent 12-month consumption history, adjusted for any known changes. If 12 months of billing data are not available for the tenant, then 12 months of billing data for the premises (apartment) will be used. If 12 months of billing data are not available for the premises (apartment) then Owner shall estimate future consumption over the next 12-month period. The electric sub meter statements will clearly identify consumption and state the amounts that would be due without levelized or budget billing, as well as the current levelized monthly charges. The statements and format of the statement information will be subject to regular review for conformity with actual billings.

Payment of levelized charges will be due each month as noted on the rent bill and defined on the sub meter billing statement. Balances or credits due based on a variance between the total of the budget/levelized payments and the accrued actual payments due based on measured electric consumption shall be true up either once each year on the twelfth month of the billing plan or when the tenant vacates the premises (apartment), whichever occurs first.



Initials: _____

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1975 MADISON

PET RIDER

RIDER ATTACHED TO AND FORMING PART OF THE LEASE DATED JULY 15, 2025 BETWEEN HARLEM MULTI ONE, LLC ("OWNER/AGENT") AND MICHAEL BORSELLINO AND JENNIFER THOMAS ("TENANT(S)), FOR APARTMENT 805 IN THE BUILDING LOCATED AT 1975 MADISON AVE, New York, NY 10035.

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

Please sign and complete, as applicable, "A" or "B" below

A. FOR TENANTS OCCUPYING WITHOUT PETS

- 1. I hereby represent that I do neither have a pet, nor am I requesting the owner's permission to harbor a pet in the Apartment.
- 2. I hereby represent that if I wish to harbor a pet in the Apartment in the future I shall first obtain the Owner's prior written consent and further agree that if such consent is given I will comply with all rules and requirements pertaining to the harboring of a pet in the apartment or I shall be subject to all remedies permitted by the lease, law and equity.
- 3. I understand that the owner has specifically relied upon my representations in entering into a lease with me, such that a lease would neither have been offered nor executed absent said representations by me.

Harlem Multi One, LLC

Michael Borsellino 07/17/2025

Michael Borsellino (Tenant) Date (Landlord) Date

Jennifer Thomas 07/17/2025

Jennifer Thomas (Tenant) Date

B. FOR TENANTS REQUESTING PERMISSION TO HAVE A PET

- 1. I am hereby requesting the owner's consent to harbor a pet in the apartment. JT MB
- 2. I hereby represent that such consent is given I will comply with all rules and requirements pertaining to the harboring of a pet in the apartment or I shall be subject all remedies permitted by the lease, law and equity. JT MB
- 3. I understand that the owner has specifically relied upon my representations in entering into a lease with me, such that a lease would neither have been offered nor executed absent said representations by me. JT MB

Pet Description			
Sex:	Type: dog	Color:	Breed: Gryffin Labrador Mix
Name:	License:	Age:	Weight:

JT MB

TERMS AND CONDITIONS

- 1. Rules
 - a. The pet(s) 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 or noise as determined by Owner shall be considered a nuisance or disturbance.
 - b. The pet(s) must be accompanied by a person at all times outside of the apartment. The pet(s) is not permitted in the Tenant shall carry the pet(s) (or maintain pet(s) on a leash of not more than six (6) feet), whenever the pet(s) leaves the Apartment and enters any public/common area of the Building. Owner may require tenant to muzzle dog in the public areas in and around the building.

1975 MADISON

- c. Under no circumstances may Tenant harbor any pet(s) other than, in lieu of, or in replacement of the pet(s) specifically described above.
- d. **Subject to Owner's prior approval. Tenant may keep max two (2) Pets in the apartment.**

Dog Fees:A One-time Fee of **\$350.00****Cat Fees:**A One-time Fee of **\$350.00****TENANT MUST PROVIDE PHOTOGRAPH OF PET AT THE TIME REQUEST IS MADE.**

- e. Tenant represents that the pet(s) is of a breed which 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. **Notwithstanding the above, permission is not given to harbor dogs of the following dog breeds (including any mix thereof) are not permitted to reside at or visit the Premises or the Property ("Restricted Breeds"): We will accept all breeds of dogs except the following or any combination of the of mixed breeds that contain any of the following: Afghan Hound, Akita, Australian Cattle Dog, Basenji, Basset Hound, Bedlington Terrier, Bernese, Mountain Dog, Bloodhound, Boxer, Bulldog, Chow, Dalmatian, Doberman, German Shepherd, Great Dane, Keeshond, Mastiff, Pointer, Pitt Bull Terriers*, Rottweiler, Saluki, Saint Bernard, Siberian Husky, and Weimaraner This also includes All Pitt Bull breeds-American Pit Bull Terriers, American or Irish Staffordshire Terriers, Bull Terriers, Pitt.Bulls, America Bull Dogs and Presa Canario. We reserve the right to add additional breeds or families to this of prohibited breeds at any time. Variety, mixed or pedigreed, or any breed (in Owner's sole discretion) with an aggressive nature, and such dog(s) shall not be kept in the Apartment for any period of time. We reserve the right to add additional breeds or families to this of prohibited breeds at any time. Variety, mixed or pedigreed, or any breed (in Owner's sole discretion) with an aggressive nature, and such dog(s) shall not be kept in the Apartment for any period of time.**
 - g. The pet(s) must be housebroken. The pet(s) must never be allowed to urinate or defecate in landscaped areas, planters, within the Building or on any other Building property.
 - h. Should the pet(s) reach an age where the pet(s) cannot control his bodily functions, owner may require tenant to cause the pets removal from the building.
 - i. If the pet(s) is a dog, dog must be licensed by the New York City Department of Health, have appropriate yearly shots and be examined regularly by its veterinarian. Tenant shall provide Owner with documents evidencing licensing, shots and veterinary examinations upon request.
2. 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.
 3. Owner's consent to the harboring of the pet(s) is limited to the pet(s) referred to herein only (such that no additional or replacement pet(s) 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.
 4. 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(s) is revoked. Tenant shall promptly upon notice remove the pet(s) 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(s) 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.
 5. 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. 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.



JT MB

1975 MADISON

POLICY ON SMOKING FOR RESIDENTIAL BUILDING

Building/Property Address: **1975 MADISON AVE, New York, NY 10035**

There is no safe amount of exposure to secondhand smoke. Adults exposed to secondhand smoke have higher risks of stroke, heart disease and lung cancer. Children exposed to secondhand smoke have higher risks of asthma attacks, respiratory illnesses, middle ear disease and sudden infant death syndrome (SIDS). For these reasons, and to help people make informed decisions on where to live, New York City requires residential building owners (referred to in this policy as the "Owner/Manager," which includes the owner of record, seller, manager, landlord, any agent thereof or governing body) in buildings with three or more residential units to create a policy on smoking and share it with all tenants. The building policy on smoking applies to any person on the property, including guests.

I. Definitions

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

II. Smoke-Free Air Act

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

III. Policy on Smoking

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

- ☒ Inside of residential units*
- ☒ Outside of areas that are part of residential units, including balconies, patios and porches
- ☒ Outdoor common areas, including play areas, rooftops, pool areas, parking areas, and shared balconies, courtyards, patios, porches or yards
- ☒ Outdoors within 15 feet of entrances, exits, windows, and air intake units on property grounds
- ☐ Other areas/exceptions:

* Rent-stabilized and rent-controlled units may be exempt from a policy restricting smoking inside residential units unless the existing tenant consents to the policy in writing.

IV. Complaint Procedure

- a. Complaints about smoke drifting into a residential unit or common area should be made promptly to the Owner/Manager listed here: **Harlem Multi One, LLC**
- b. Complaints should be made in writing and should be as specific as possible, including the date, approximate time, location where smoke was observed, building address, description of incident and apparent source of smoke.

Acknowledgment and Signatures:

I have read the policy on smoking described above, and I understand the policy applies to the property. I agree to comply with the policy described above.



JT MB

Initials: _____

1975 MADISON

For rental units, I understand that violating the smoking policy may be a violation of my lease. For condominiums, cooperatives or other owned units, I understand that violations of the policy on smoking may be addressed according to the building's governing rules.

Harlem Multi One, LLC

Michael Borsellino 07/17/2025

Michael Borsellino (Tenant) Date (Landlord) Date

Jennifer Thomas 07/17/2025

Jennifer Thomas (Tenant) Date

1975 MADISON

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED JULY 15, 2025 BETWEEN HARLEM MULTI ONE, LLC (OWNER/AGENT) AND MICHAEL BORSELLINO AND JENNIFER THOMAS (TENANT) REGARDING APARTMENT 805 IN THE PREMISES LOCATED AT 1975 MADISON AVE, NEW YORK, NY 10035. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

SMOKE DETECTOR RIDER

THE PARTIES HERETO AGREE AS FOLLOWS:

Owner is required by Law to supply you with Smoke Alarms.

You as Tenant, are required to certify that:

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I/We have inspected the Apartment and Smoke Detector(s) is/are present and is/are in operable condition.

JT

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I/We understand that it is my/our responsibility as Tenant(s) to maintain the Smoke Detector(s) after installation and throughout tenancy.

JT

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I/We understand that it is my/our responsibility to notify the Resident Manager of the Building if Smoke Detectors are not installed prior to, or on the commencement date of this Lease.

It is a requirement that this Rider be signed and must be included with your Lease with no notations added. Do not sign this Rider unless Smoke Detectors are installed in your Apartment. If they are not, notify Resident Manager and sign Rider after installation, and only then return entire agreement.

IN WITNESS WHEREOF, the Parties hereto have executed, or cause to be executed, this Agreement.

Harlem Multi One, LLC

Michael Borsellino

07/17/2025

Michael Borsellino (Tenant)

Date

(Landlord)

Date

Jennifer Thomas

07/17/2025

Jennifer Thomas (Tenant)

Date

1975 MADISON

THE REAL ESTATE BOARD OF NEW YORK, INC. SPRINKLER DISCLOSURE LEASE RIDER

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

Name of tenant(s): Michael Borsellino and Jennifer Thomas
 Lease Premises Address: 1975 MADISON AVE, New York, NY 10035
 Apartment Number: 805 (the "Leased Premises")
 Date of Lease: November 1, 2025

CHECK ONE:

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

A. The last date on which the Sprinkler System was maintained and inspected was on 6/17/2025.

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)).

Acknowledgment & Signatures:

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

Michael Borsellino

07/17/2025

Jennifer Thomas

07/17/2025

Michael Borsellino (Tenant)

Date

Jennifer Thomas (Tenant)

Date

Harlem Multi One, LLC

(Landlord)

Date



JT

MB

Initials: _____

1975 MADISON

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.) Michael Borsellino	
	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. 1975 MADISON AVE #805	Requester's name and address (optional) Harlem Multi One, LLC
6 City, state, and ZIP code New York, New York 10035		
7 List account number(s) here (optional)		

Part I	Taxpayer Identification Number (TIN)				
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.					
Note: If the account is in more than one name, see the instructions for line 1. See also What Name and Number To Give the Requester for guidelines on whose number to enter.	<table><tr><td>Social security number</td></tr><tr><td>141907514</td></tr><tr><td>or</td></tr><tr><td>Employer identification number</td></tr></table>	Social security number	141907514	or	Employer identification number
Social security number					
141907514					
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

<i>Michael Borsellino</i>	07/17/2025
Michael Borsellino (Signature of U.S. Person)	Date

1975 MADISON

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.) Jennifer Thomas	
	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. 1975 MADISON AVE #805	Requester's name and address (optional) Harlem Multi One, LLC
6 City, state, and ZIP code New York, New York 10035		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also What Name and Number To Give the Requester for guidelines on whose number to enter.

Social security number 367-13-4263									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

5. 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

6. 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

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

8. 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

Jennifer Thomas 07/17/2025

Jennifer Thomas (Signature of U.S. Person) Date

1975 MADISON

ADDITIONAL CLAUSE attached to and forming a part of Lease dated **July 15, 2025** between **Harlem Multi One, LLC** and **Michael Borsellino and Jennifer Thomas** as Tenant(s), for Apartment #**805** in premises **1975 MADISON AVE, New York, NY 10035**.

WASHER DRYER RIDER

To the extent, if any, that the terms of this Rider and the Lease conflict, the terms of this Rider shall prevail.

Tenant(s) has been advised that the Apartment being leased contains a stacked washer dryer unit ("W/D"). Related to this Apartment amenity, Tenant(s) understand that use of the W/D is governed by this special Lease Rider.

Tenant(s) will only use the equipment in accordance with the manufacturer's instruction manual which has been provided with the equipment. Tenant(s) agrees to familiarize any apartment occupants or other possible equipment users (housekeeper, nanny, etc.) with the proper operating procedures.

Tenant(s) understands that the equipment needs to be serviced periodically to maintain proper working condition. The Owner may contract with an independent third party to have servicing done for W/D equipment located within the building. In the event the W/D is malfunctioning, Tenant shall be responsible for contacting Owner to arrange for such servicing.

The **Owner** will bear any cost(s) associated with regular maintenance as long as the Tenant(s) uses the equipment according to manufacturer's instructions. If W/D use is beyond normal wear and tear, the Owner may hold Tenant(s) liable and responsible for any maintenance and/or repair costs associated with this extraordinary use. Tenant(s) understands that they must allow access to the Apartment and W/D equipment in order for any regular maintenance and servicing to be performed.

Tenant(s) operates this equipment at their own risk.

Tenant(s) agrees not to attempt any kind of repair, modification or enhancement to the W/D equipment or surrounding area(s). Any work done on the equipment must be contracted by and supervised by the Owner or their representative (Managing Agent, etc.).

Tenant(s) will be held liable and responsible for any damage to the Apartment, apartment(s) adjoining or below the Apartment, as well as the Building if caused by Tenant(s) negligent or extraordinary use or abuse to the W/D equipment. Tenant understands that this damage may exceed the one month of security deposit maintained by Owner and agrees to reimburse Owner if Tenant has caused damage.

Tenant(s) understands that the equipment can cause serious damage if not working properly and agrees to contact the buildings resident manager immediately if the W/D appears to be in need of maintenance and/or repair. For instance, **Tenant(s)** should watch out for any water leaks or dripping, excessive lint buildup, unusual odors, unusual noise during operation, and water or venting connection issues.

Tenant(s) understands that the opportunity of having the W/D equipment in the Apartment is of nominal value. If the equipment is never used by Tenant, broken, out of service for any reason or no reason at all, the Tenant(s) is not eligible for any reduction in the monthly rent due on the Apartment under this Lease.

Because the use of this W/D equipment might be disturbing to adjoining building tenants, the equipment can only be used as follows: **Monday through Friday, between the hours of 8:00 AM and 10:00 PM, and Saturday and Sunday, between the hours of 9:00 AM and 9:00 PM.** Operation of W/D equipment must conclude by the end of permitted time period. No exceptions will be permitted. Tenant's use of the W/D in other than the permitted hours shall be deemed a violation of a substantial obligation of the tenancy.

Tenant(s) agrees not to operate the W/D equipment when no adult is physically present in the Apartment.

The **Owner** is not responsible for any loss or damage to personal possessions or persons caused by using the W/D equipment provided.

Tenant(s) agrees that the W/D is being supplied exclusively for their own personal use. Tenant(s) will not use equipment for others, including other tenants in the building who may or may not have such equipment.

The W/D equipment supplied with the Apartment is operated by electricity. The cost(s) associated with the operation of this equipment is the Tenant(s) sole responsibility. This permission to use the W/D equipment in the Apartment is not assignable to any other unit in the building or individual.

Tenant(s) may not remove or replace the equipment provided.

Tenant(s) PLEASE LEAVE WASHING MACHINE DOOR OPEN AT ALL TIMES TO AVOID USER DAMAGE TO GASKET. Charges will apply if user damage is found.



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Initials: _____

1975 MADISON

No modifications to this Rider are permitted unless they are in writing and co-executed and dated by the Owner.

Acknowledged, Understood and Agreed

Harlem Multi One, LLC

<i>Michael Borsellino</i>	07/17/2025		
_____	_____	_____	_____
Michael Borsellino (Tenant)	Date	(Landlord)	Date
<i>Jennifer Thomas</i>	07/17/2025		
_____	_____		
Jennifer Thomas (Tenant)	Date		

1975 MADISON



APPENDIX A

Información en Español en el otro lado.

WINDOW GUARDS REQUIRED LEASE NOTICE TO TENANT

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

Your landlord (the owner or managing agent) is required by law to install window guards in your apartment:

- if a child 10 years of age or younger lives in your apartment, or
- if you ask them to install window guards at any time (you do not need to give a reason).

It is a violation of law to refuse, interfere with installation or remove window guards where required, or to fail to complete and return this form to your landlord. If this form is not returned promptly, an inspection by the landlord will follow.

Check one:

- ☐ Children 10 years of age or younger live in my apartment.
- ☒ No children 10 years of age or younger live in my apartment.
- ☐ I want window guards even though I have no children 10 years of age or younger.

Tenant's Name: **Michael Borsellino and Jennifer Thomas**

Tenant's Address: **1975 MADISON AVE, New York, NY 10035**

Apartment Number: **805**

Michael Borsellino

07/17/2025

Michael Borsellino (Tenant)

Date

Jennifer Thomas

07/17/2025

Jennifer Thomas (Tenant)

Date

Return this form to:

Name of landlord (owner or managing agent): **Harlem Multi One, LLC**

Address of landlord (owner or managing agent): **1975 MADISON AVE, New York, NY 10035**

For further information, call **311** and ask about window falls prevention.

*Except windows giving access to fire escapes or windows on the first floor that are required means of egress from the dwelling unit



Initials: _____

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1975 MADISON

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, **Harlem Multi One, 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.

Harlem Multi One, LLC

(Landlord)

Date



Initials: JT MB

1975 MADISON AVENUE
NEW YORK, NEW YORK
INTERNET AGREEMENT- MARKET APARTMENTS

THIS AGREEMENT BETWEEN Harlem Multi One, LLC AS OWNER AND Jennifer Thomas & Michael Borsellino AS TENANT REGARDING APARTMENT 805 (APARTMENT) IN THE PREMISES LOCATED AT 1975 MADISON AVENUE, NEW YORK, NEW YORK. IN THE EVENT THAT THERE ARE ANY PROVISIONS CONTAINED IN THIS AGREEMENT WHICH ARE INCONSISTENT WITH THE PROVISIONS CONTAINED IN THE TENANT'S LEASE, DATED July 15, 2025, IT SHALL BE DEEMED TO BE THE INTENT OF THE PARTIES HERETO THAT THE PROVISIONS CONTAINED IN THIS AGREEMENT SUPERSEED ANY INCONSISTENT PROVISIONS THEREIN.

SUCH THAT SAID LEASE IS DEEMED MODIFIED HEREBY.

IT IS HEREBY AGREED this 15th day of July, 2025 by and between Harlem Multi One, LLC ("Owner"), owner of the premises known as and located at 1975 Madison Avenue, New York ("Building") and Jennifer Thomas & Michael Borsellino ("Tenant"), and as follows:

- 1.** Owner has retained an independent third party contractor, Elauwit, to provide Wi-Fi services in the Building.
- 2.** Tenant agrees and understands that Tenant shall have Wi-Fi services provided by Elauwit via this Agreement with the Owner.
- 3.** Tenant is contracting directly with the Owner for internet services provided by Elauwit for the term of their Lease at a rate of \$70.00 per month. Such fee shall be billed monthly by the Owner with the Tenant's rent bill, and shall be paid monthly by the Tenant along with the Tenant's rent.
- 4.** If Tenant choses, Tenant may contact Elauwit directly to upgrade the internet service package as contracted with the Owner, and to sign up for cable and/or telephone services. However, Tenant shall be responsible for paying Elauwit directly for any costs associated with upgrades, add-ons, etc., and the installation charges associated with said upgrades and add-ons.
- 5.** Tenant shall pay the additional fee, which is *not* part of the rent, for Tenant's apartment, to enjoy continuation of the Wi-Fi service. Tenant's access to the Wi-Fi service may be terminated by the Owner for non-payment of the service fee referenced above.
- 6.** Tenant acknowledges and agrees that if there is a rate increase between the Owner and Elauwit, that such rate increase shall be passed onto the Tenant upon thirty (30) days' notice.
- 7.** In the event of a default, Owner may cancel Wi-Fi service provided to Tenant under this Agreement by giving Tenant three days' notice of Owner's cancellation, upon which notice the service shall end.

JT MB

8. In addition to terminating the service, Owner may seek reimbursement for Owner's expenses arising out of any default, including but not limited to reasonable attorneys' fees, and the same shall constitute additional rent payable under the Lease.

9. Any bill, demand, notice or other communication shall be in writing and delivered to Owner's managing agent (if given by Tenant) or to Tenant's Apartment (if given by Owner).

10. The parties shall be deemed to have jointly drawn this Agreement in order to avoid any negative inference against the preparer of the document. The covenants, agreements, terms, provisions and conditions contained in this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

11. This Agreement may be executed in separate parts and facsimile signature shall be accepted as binding as if an original.

12. This Agreement shall be deemed to be incorporated into and is made a part of the Lease.

	<u>Michael Borsellino</u>	<u>07/17/2025</u>	
Tenant Signature	_____		Date _____
	<u>Jennifer Thomas</u>	<u>07/17/2025</u>	
Co-Tenant Signature	_____		Date _____

_____, Owner

BY: _____ Date _____

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED July 15, 2025 BETWEEN HARLEM MULTI ONE, LLC (OWNER) AND Michael Borsellino and Jennifer Thomas (TENANT) REGARDING APARTMENT 805 IN THE PREMISES LOCATED AT 1975 MADISON AVENUE, NEW YORK, NEW YORK . IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

RIDER TO LEASE: EARLY TERMINATION OPTION

1. The parties agree that the lease for the Apartment (hereinafter the "Lease") commences on **November 1, 2025** and expires on **October 31, 2027** at a monthly rent of **\$6325.00**
2. Only if Tenant is in good standing and is up to date with the payment of monthly rent, Owner agrees that Tenant shall be permitted to terminate the Lease without penalty after the **twentieth (20th) month** of the Lease, upon **sixty (60) days'** written notice to the Owner ("Early Termination Option"), pursuant to a Rider to be executed separate and apart from the Lease ("Early Termination Rider").
3. The Early Termination Rider will memorialize the modified expiration date of the Lease, which will be sixty (60) days after the Tenant exercises the Early Termination Option, or such later date as Tenant shall specify. But, notwithstanding the amount of notice provided, said Tenant's modified expiration date must be on the last day of a month
4. Said Early Termination Option is not intended as a preference to govern throughout Tenant's tenancy. Other than what is specified at ¶ 2 of this Rider, the Lease shall expire on the expiration date set forth in the Lease.

Michael Borsellino 07/17/2025

_____, Owner

Michael Borsellino(Tenant) Date

Jennifer Thomas 07/17/2025

(Owner)

Date

Jennifer Thomas(Tenant) Date

**ANNUAL NOTICE REGARDING INSTALLATION OF STOVE KNOB COVERS OR
PERMANENT STOVE SAFETY KNOBS WITH INTEGRATED LOCKING MECHANISMS**

The owner of this building is required, by Administrative Code §27-2046.4(a), to provide stove knob covers or permanent stove safety knobs with integrated locking mechanisms for each knob located on the front of each gas-powered stove to tenants in each dwelling unit in which the owner knows or reasonably should know a child under six years of age resides when requested to do so in writing by the tenant, unless there is no available stove knob cover or permanent stove safety knobs with integrated locking mechanisms that is compatible with the knobs on the stove. Tenants may request stove knob covers or permanent stove safety knobs with integrated locking mechanisms by marking the appropriate box on this form. Tenants may also request stove knob covers or permanent stove safety knobs with integrated locking mechanisms 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 the written request by the tenant. If the tenant does not notify the owner, in writing, that the tenant requests stove knob covers, the owner will not make the stove knob covers available to the tenant. Please also note that an owner is only required to provide replacement stove knob covers or permanent stove safety knobs with integrated locking mechanisms twice within any one-year period. You may request stove knob covers or permanent stove safety knobs with integrated locking mechanisms by checking the appropriate box on the form below, and by returning it to the owner at the address provided.

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 7/15/2025

- ☐ Yes, I want stove knob covers or replacement stove knob covers for my stove.
☐ Yes, I want permanent stove safety knobs with integrated locking mechanisms for my stove.

There is a child under age six residing in my apartment:

☐ YES

☒ NO

Michael Borsellino 07/17/2025

_____(Tenant Signature)_____(DATE)

Jennifer Thomas 07/17/2025

_____(Tenant Signature)_____(DATE)

Print Name, Address, and Apartment Number:

Michael Borsellino and Jennifer Thomas 1975 Madison Ave #805, New York NY 10035

Return this form to: (Owner address): Harlem Multi One, LLC c/o Pinnacle City Living
1201 Broadway Suite 401, New York NY 10001.

JT MB