

July 17, 2025

Dear Teodoro S. Topa, Benjamin Topa, Sylvia Wood, and Kristen L. Popham:

We would like to thank you for your interest in leasing an apartment at **456 Grand**. At this time, your lease application has been processed. Please review the following lease terms:

Apartment: **456 Grand Street #5A, BROOKLYN, NY 11211**
Rent: **\$5,638.16 / \$5,638.16**
Term: **1 year, 0 months and 7 days**
Lease Dates: **July 25, 2025 to July 31, 2026**
Source: **Streeteasy.com**

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

- | | |
|--|--|
| 1) DHCR Rider | 2) Additional Clauses |
| 3) 421-a Rider | 4) Amenities Agreement |
| 5) Bedbug Infestation History Disclosure | 6) Fair Chance Housing Notice |
| 7) Fire Safety Plan | 8) Indoor Allergen Hazard Notice |
| 9) Indoor Allergen Tenant Pamphlet | 10) NY Disclosure Form for Landlord and Tenant |
| 11) Parking Rider | 12) Renters Insurance Notification |
| 13) Rider To Lease | 14) Rider To Lease |
| 15) Smoke-carbon Rider | 16) Tenant Contact Worksheet |
| 17) Terrace/Balcony Rider | 18) W-8 / W-9 |
| 19) Welcome Letter | 20) Standard Form of Apartment Lease |
| 21) Window Guards | |
- 22) Payment in the form of certified check, bank check or money order for the following: **\$5,638.16** representing one month's rent payable to **Grand 456 LLC** and a separate check for **\$5,638.16** representing the security deposit payable to **Grand 456 LLC**.

Kindly execute and return each of the enclosed documents together with the referenced payments to the attention of Leasing Agent at .

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

Sincerely,

456 Grand

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

**STANDARD FORM OF APARTMENT LEASE
THE REAL ESTATE BOARD OF NEW YORK, INC.**

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

You should read this Lease and all of its attached parts carefully. If You have any questions, or if You do not understand any words or statements, get clarification. Once You and Owner sign this Lease, You and Owner will be presumed to have read it and understood it. You and Owner admit that all agreements between You and Owner have been written into this Lease. You understand that any agreements made before or after this Lease was signed and not written into it will not be enforceable.

THIS LEASE is made on July 17, 2025 between Owner, Grand 456 LLC whose address is c/o Grand 456 LLC, 108-18 Queens Blvd Suite 302, and Forest Hills, NY 11375 and You, the Tenant, Teodoro S. Topa, Benjamin Topa, Sylvia Wood, and Kristen L. Popham whose address is 145 Devoe St Apt 2, Brooklyn, NY 11211 ; 445 W 56 St, New York, NY 10019 ; 115 Wyckoff Ave, 2L, Brooklyn, NY 11237 ; 445 W 56th St APT 1W, New York, NY 10019 ; respectively.

1. APARTMENT AND USE Owner agrees to lease to You Apartment **5A** in the Building at 456 Grand Street, BROOKLYN, NY 11211, Borough of Brooklyn, City and State of New York.

You shall use the Apartment for living purposes only. The Apartment may be occupied by the tenant or tenants named above and by the immediate family of the tenant or tenants and by occupants as defined in and only in accordance with Real Property Law §235-f.

2. LENGTH OF LEASE The term (that means the length) of this Lease is 1 year, 0 months and 7 days beginning on July 25, 2025 and ending on July 31, 2026. If You do not do everything You agree to do in this Lease, Owner may have the right to end it before the above date. If Owner does not do everything that Owner agrees to do in this Lease, You may have the right to end the Lease before the ending date.

3. RENT Your monthly rent for the Apartment is \$5,638.16 until adjusted pursuant to Article 4 below. You must pay Owner the rent, in advance, on the first day of each month either at c/o Grand 456 LLC, 108-18 Queens Blvd Suite 302, and Forest Hills, NY 11375 or at another place that Owner may inform You of by written notice. You must pay the first month's rent to Owner when You sign this Lease if the lease begins on the first day of the month. If the lease begins after the first day of the month, You must pay when you sign this lease (1) the part of the rent from the beginning date of this Lease until the last day of the month and (2) the full rent for the next full calendar month. If this Lease is a Renewal Lease, the rent for the first month of this Lease need not be paid until the first day of the month when the renewal term begins.

4. RENT ADJUSTMENTS If this Lease is for a Rent Stabilized apartment, the rent herein shall be adjusted up or down during the Lease term, including retroactively, to conform to the Rent Guidelines. Where Owner, upon application to the State Division of Housing and Community Renewal ("authorized agency") is found to be entitled to an increase in rent or other relief, You and Owner agree: (a) to be bound by such determination; (b) where the authorized agency has granted an increase in rent, You shall pay such increase in the manner set forth by the authorized agency; (c) except that in the event that an order is issued increasing the stabilization rent because of Owner hardship, You may, within thirty (30) days of Your receipt of a copy of the order, cancel Your lease on sixty (60) days written notice to Owner. During said period You may continue in occupancy at no increase in rent.

5. SECURITY DEPOSIT You are required to give Owner the sum of \$5,638.16 when You sign this Lease as a security deposit, which is called in law a trust. Owner will deposit this security in _____ ,



Initials:

T.T.
668895F

B.T.
8392F74A

S.W.
20F8B862

K.P.
E7F83900

and assigns of the signer. This Lease has established a tenant-landlord relationship between You and Owner.

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

OWNER'S RULES - a part of this lease - see attached page

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

Witnesses		BY: GRAND 456 LLC	
(Witness)	Date	(Landlord)	Date
			Signed by Teodoro S. Topa Thu Jul 17 2025 12:26:13 PM EDT Key: 660B05FD; IP Address: 23.47.58.133
(Witness)	Date	Teodoro S. Topa (Tenant)	Date
			Signed by Benjamin Topa Thu Jul 17 2025 10:37:04 PM EDT Key: B392F74A; IP Address: 23.198.14.133
(Witness)	Date	Benjamin Topa (Tenant)	Date
			Signed by Sylvia Wood Thu Jul 17 2025 12:28:18 PM EDT Key: 20F5B862; IP Address: 23.198.14.133
		Sylvia Wood (Tenant)	Date
			Signed by Kristen L. Popham Thu Jul 17 2025 10:33:46 PM EDT Key: E7F839DD; IP Address: 23.198.14.152
		Kristen L. Popham (Tenant)	Date



Division of Licensing Services

New York State
Department of State
Division of Licensing Services
P.O. Box 22001
Albany, NY 12201-2001
Customer Service: (518) 474-4429
www.dos.ny.gov

New York State Disclosure Form for Landlord and Tenant

THIS IS NOT A CONTRACT

New York State law requires real estate licensees who are acting as agents of landlords and tenants of real property to advise the potential landlords and tenants with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.

Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.

If you need legal, tax or other advice, consult with a professional in that field.

Disclosure Regarding Real Estate Agency Relationships

Landlord's Agent

A landlord's agent is an agent who is engaged by a landlord to represent the landlord's interest. The landlord's agent does this by securing a tenant for the landlord's apartment or house at a rent and on terms acceptable to the landlord. A landlord's agent has, without limitation, the following fiduciary duties to the landlord: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A landlord's agent does not represent the interests of the tenant. The obligations of a landlord's agent are also subject to any specific provisions set forth in an agreement between the agent and the landlord. In dealings with the tenant, a landlord's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

Tenant's Agent

A tenant's agent is an agent who is engaged by a tenant to represent the tenant's interest. The tenant's agent does this by negotiating the rental or lease of an apartment or house at a rent and on terms acceptable to the tenant. A tenant's agent has, without limitation, the following fiduciary duties to the tenant: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A tenant's agent does not represent the interest of the landlord. The obligations of a tenant's agent are also subject to any specific provisions set forth in an agreement between the agent and the tenant. In dealings with the landlord, a tenant's agent should (a) exercise reasonable

skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the tenant's ability and/or willingness to perform a contract to rent or lease landlord's property that are not consistent with the agent's fiduciary duties to the tenant.

Broker's Agents

A broker's agent is an agent that cooperates or is engaged by a listing agent or a tenant's agent (but does not work for the same firm as the listing agent or tenant's agent) to assist the listing agent or tenant's agent in locating a property to rent or lease for the listing agent's landlord or the tenant agent's tenant. The broker's agent does not have a direct relationship with the tenant or landlord and the tenant or landlord cannot provide instructions or direction directly to the broker's agent. The tenant and the landlord therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or tenant's agent do provide direction and instruction to the broker's agent and therefore the listing agent or tenant's agent will have liability for the acts of the broker's agent.

Dual Agent

A real estate broker may represent both the tenant and the landlord if both the tenant and landlord give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the landlord and the tenant. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the tenant and landlord. An agent acting as a dual agent must explain carefully to both the landlord and tenant that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the landlord and tenant are giving up their right to undivided loyalty. A landlord and tenant should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A landlord or tenant may provide advance informed consent to dual agency by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the tenant and the landlord provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the tenant and another sales agent to represent the landlord. A sales agent works under the supervision of the real estate broker. With the informed consent in writing of the tenant and the landlord, the designated sales agent for the tenant will function as the



DOS-173
Initials:

T.T.
668895F

v. 11
8392F74A

B.T.
20FSB862

S.W.
E7F83900

K.P.
E7F83900

New York State Disclosure Form for Landlord and Tenant

tenant's agent representing the interests of and advocating on behalf of the tenant and the designated sales agent for the landlord will function as the landlord's agent representing the interests of and advocating on behalf of the landlord in the negotiations between the tenant and the landlord. A designated sales agent cannot provide the full range of fiduciary duties to the landlord or tenant. The designated sales agent must explain that like the dual agent under

whose supervision they function, they cannot provide undivided loyalty. A landlord or tenant should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A landlord or tenant may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by MNS Real Estate of
(Print Name of Licensee) (Print Name of Company, Firm or Brokerage)
a licensed real estate broker acting in the interest of the:

- ☐ Landlord as a (check relationship below)
- ☐ Landlord's Agent
- ☐ Broker's Agent
- ☐ Tenant as a (check relationship below)
- ☐ Tenant's Agent
- ☐ Broker's Agent
- ☐ Dual Agent
- ☐ Dual Agent with Designated Sales Agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

- ☐ Advance Informed Consent Dual Agency
- ☐ Advance Informed Consent to Dual Agency with Designated Sales Agents

If dual agent with designated sales agents is indicated above: _____ is appointed to represent the tenant; and _____ is appointed to represent the landlord in this transaction.

(I) (We) Teodoro S. Topa, Benjamin Topa, Sylvia Wood, and Kristen L. Popham acknowledge receipt of a copy of this disclosure form:

Signature of ☐ Landlord(s) and/or ☒ Tenant(s):



Signed by Teodoro S. Topa
Thu Jul 17 2025 12:30:48 PM EDT
Key: 660B05FD; IP Address: 23.198.14.133

Teodoro S. Topa (Tenant)

Date



Signed by Sylvia Wood
Thu Jul 17 2025 01:05:47 PM EDT
Key: 20F5B862; IP Address: 23.198.14.152

Sylvia Wood (Tenant)

Date



Signed by Benjamin Topa
Thu Jul 17 2025 10:41:01 PM EDT
Key: B392F74A; IP Address: 23.198.14.133

Benjamin Topa (Tenant)

Date



Signed by Kristen L. Popham
Thu Jul 17 2025 10:40:12 PM EDT
Key: E7F839DD; IP Address: 23.198.14.133

Kristen L. Popham (Tenant)

Date